

## SUPPLEMENTARY GAZETTE



**THE SOUTH AUSTRALIAN  
GOVERNMENT GAZETTE**

PUBLISHED BY AUTHORITY

ALL PUBLIC ACTS appearing in this GAZETTE are to be considered official, and obeyed as such

ADELAIDE, MONDAY, 11 SEPTEMBER 2000

## FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00121  
(PREVIOUS LICENCE NO. F798)

*Licence to Farm Fish under section 53 of the Fisheries  
Act 1982*

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species'), the Minister for Primary Industries ('the Minister') hereby grants to:

Aquaculture South Australia Pty Ltd (12229)  
10 Kurrajong Road  
Gould Creek, S.A. 5114

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('the term') subject to the following terms and conditions.

## CONDITIONS OF THIS LICENCE

1. *Licence*

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. *Marked-off Areas*

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. *Permitted Species*

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. *Permitted Use*

The licensee must not use the site for any purpose other than the permitted use.

5. *Permitted Methods*

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence;

6. *Marking and Maintaining the Site*

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;

- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

#### 7. *Site Inspection and Supervision*

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

#### 8. *Fees and Returns*

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

#### 9. *Compliance With Relevant Laws*

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:
  - 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and
  - 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

#### 10. *Public Risk Liability*

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

#### 11. *Release*

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

#### 12. *Public Risk Insurance*

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of

public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

#### 13. *Guarantee or Indemnity Scheme*

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

#### 14. *No Assignment*

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

#### 15. *Default by Licensee and Termination*

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or
- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 15.4 if the licensee is a body corporate, any of the following occur:
  - 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
  - 15.4.2 an order is made for the winding up or liquidation of the licensee;
  - 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
  - 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
  - 15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or
- 15.5 if the licensee is an individual, the licensee:
  - 15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or

15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

#### 16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

#### 17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

#### 18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

#### 19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

#### 20. Waiver

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.
- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

#### 21. Notices

- 21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:

21.1.1 in writing addressed to the Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);

21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;

21.1.3 deemed to be duly served or made in the following circumstances:

- (a) if delivered, upon delivery;
- (b) if sending by mail, upon posting;
- (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,

but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.

- 21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

Granted by the General Manager Aquaculture, delegate of the Minister, on 1 September 2000.

I. NIGHTINGALE, General Manager Aquaculture

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

The Common Seal of Aquaculture South Australia Pty Ltd (ACN 007 823 181) was hereunto affixed in the presence of:

(L.S.) L. R. CHAPMAN, Director

#### SCHEDULE 1

##### Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
763232E 6154270N	5
763065E 6154270N	
762941E 6153970N	
763108E 6153971N	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
- (2) Posts to be not less than 125 mm in diameter.
- (3) Posts and crosses to be painted yellow.
- (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
- (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
- (6) All buoys, posts, crosses and markers must be maintained in good condition.

or

- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.

- (2) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
- (3) All buoys, posts, crosses and markers must be maintained in good condition.

*When the site is in navigable water and a possible danger to navigation, lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.*

*Item 2—Marked-Off Areas*

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

*Item 1—Permitted Species*

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Native Oysters (*Ostrea angasi*)

Pacific Oysters (*Crassostrea gigas*)

*Item 2—Permitted Farming Methods*

*BST Longlines*

*Longlines*

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

*Item 3—Stocking Rates*

*Oysters*

Size (mm)	Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

SCHEDULE 3

*Item 1—Fees*

Annual licence fees are:

	\$
FRDC Levy per hectare 5 at \$9.50 each.....	47.50
EMP Fee per hectare 5 at \$17.50 each.....	88.50
Base Licence Fee per hectare 5 at \$66 each.....	330.00
SASQAP (Under Classification) .....	850.00
<b>Total Annual Licence Fee .....</b>	<b>1 316.00</b>
Quarterly Instalments.....	329.00

*Item 2—Public Risk Insurance*

Five million dollars (\$5 000 000).

SCHEDULE 4

*Returns*

The licensee must submit the following information to the Minister, c/o Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

- 1. Name of licensee.
- 2. Address of licensee.
- 3. Species of fish farmed and held on the site.
- 4. Location of aquaculture operation.
- 5. Period covered by return.

- 6. Number of life stage of each species of fish held.
- 7. Number, weight and value of each species of fish held.
- 8. Details of any disease detected in any fish kept.
- 9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
- 10. If any fish were brought into the state, the number of fish and the life stage of the fish.
- 11. If fish were brought into the state, the purpose for which they were brought in.
- 12. Method of disposal of water and packaging use for transporting the fish.
- 13. If any disease or symptom of disease occurred in the acquired fish.
- 14. Method of disposal of diseased or dead fish and the number disposed of.
- 15. Signature, date and telephone number.
- 16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00122  
(PREVIOUS LICENCE NO. F799)

*Licence to Farm Fish under section 53 of the Fisheries Act 1982*

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species'), the Minister for Primary Industries ('the Minister') hereby grants to:

Aquaculture South Australia Pty Ltd (12229)  
10 Kurrajong Road  
Gould Creek, S.A. 5114

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('the term') subject to the following terms and conditions.

CONDITIONS OF THIS LICENCE

1. *Licence*

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. *Marked-off Areas*

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. *Permitted Species*

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. *Permitted Use*

The licensee must not use the site for any purpose other than the permitted use.

*5. Permitted Methods*

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence;
- 5.5 must conduct an environmental monitoring program as set out in Schedule 5 of this licence.

*6. Marking and Maintaining the Site*

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

*7. Site Inspection and Supervision*

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

*8. Fees and Returns*

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

*9. Compliance With Relevant Laws*

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:
  - 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and
  - 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

*10. Public Risk Liability*

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

*11. Release*

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

*12. Public Risk Insurance*

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

*13. Guarantee or Indemnity Scheme*

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

*14. No Assignment*

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

*15. Default by Licensee and Termination*

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or
- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or

- 15.4 if the licensee is a body corporate, any of the following occur:
- 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
- 15.4.2 an order is made for the winding up or liquidation of the licensee;
- 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
- 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
- 15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or
- 15.5 if the licensee is an individual, the licensee:
- 15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or
- 15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

#### 16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

#### 17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

#### 18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

#### 19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

#### 20. Waiver

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.
- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

#### 21. Notices

- 21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
- 21.1.1 in writing addressed to the Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);
- 21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
- 21.1.3 deemed to be duly served or made in the following circumstances:
- (a) if delivered, upon delivery;
- (b) if sending by mail, upon posting;
- (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number, but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.
- 21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

Granted by the General Manager Aquaculture, delegate of the Minister, on 1 September 2000.

I. NIGHTINGALE, General Manager Aquaculture

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

The Common Seal of Aquaculture South Australia Pty Ltd (ACN 007 823 181) was hereunto affixed in the presence of:

(L.S.) L. R. CHAPMAN, Director

#### SCHEDULE 1

##### Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectare
AGD 66—Zone 53	
765247E 6162728N	1
765279E 6162690N	
765119E 6162570N	
765087E 6162609N	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
  - (2) Posts to be not less than 125 mm in diameter.
  - (3) Posts and crosses to be painted yellow.
  - (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
  - (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
  - (6) All buoys, posts, crosses and markers must be maintained in good condition.
- or
- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
  - (2) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
  - (3) All buoys, posts, crosses and markers must be maintained in good condition.

*When the site is in navigable water and a possible danger to navigation, lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.*

*Item 2—Marked-Off Areas*

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

*Item 1—Permitted Species*

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Pacific Oysters (*Crassostrea gigas*)

*Item 2—Permitted Farming Methods*

*Longlines*

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

*Item 3—Stocking Rates*

*Oysters*

Size (mm)	Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

SCHEDULE 3

*Item 1—Fees*

Annual licence fees are:

	\$
FRDC Levy per hectare 1 at \$9.50 each.....	9.50
EMP Fee per hectare 1 at \$17.70 each.....	17.70
Base Licence Fee per hectare 1 at \$66 each.....	66.00
SASQAP (Under Classification) .....	850.00
<b>Total Annual Licence Fee .....</b>	<b>943.20</b>
Quarterly Instalments.....	235.80

*Item 2—Public Risk Insurance*

Five million dollars (\$5 000 000).

SCHEDULE 4

*Returns*

The licensee must submit the following information to the Minister, c/o Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

SCHEDULE 5

*Approved Environmental Monitoring Program*

An Environmental Monitoring Program for the site must comply with the general requirements for environmental monitoring specified in the Decision Notification Form issued for the site under Regulation 42 of the Development Regulations 1993.

The licensee must submit a draft Environmental Monitoring Program in writing to the General Manager Aquaculture within 60 days after the grant of the licence by the Minister.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00123  
(PREVIOUS LICENCE NO. F800)

*Licence to Farm Fish under section 53 of the Fisheries Act 1982*

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species'), the Minister for Primary Industries ('the Minister') hereby grants to:

Aquaculture South Australia Pty Ltd (12229)  
10 Kurrajong Road  
Gould Creek, S.A. 5114

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('the term') subject to the following terms and conditions.

## CONDITIONS OF THIS LICENCE

1. *Licence*

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. *Marked-off Areas*

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. *Permitted Species*

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. *Permitted Use*

The licensee must not use the site for any purpose other than the permitted use.

5. *Permitted Methods*

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence;
- 5.5 must conduct an environmental monitoring program as set out in Schedule 5 of this licence.

6. *Marking and Maintaining the Site*

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

7. *Site Inspection and Supervision*

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

8. *Fees and Returns*

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

9. *Compliance With Relevant Laws*

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:
  - 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and
  - 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

10. *Public Risk Liability*

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

11. *Release*

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

12. *Public Risk Insurance*

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

13. *Guarantee or Indemnity Scheme*

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

#### 14. *No Assignment*

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

#### 15. *Default by Licensee and Termination*

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or
- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 15.4 if the licensee is a body corporate, any of the following occur:
  - 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
  - 15.4.2 an order is made for the winding up or liquidation of the licensee;
  - 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
  - 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
  - 15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or
- 15.5 if the licensee is an individual, the licensee:
  - 15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or
  - 15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

#### 16. *Interpretation*

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;

16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;

16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and

16.8 time is of the essence in respect of any obligation relating to time in this licence.

#### 17. *Delegation*

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

#### 18. *Severance*

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

#### 19. *Modification*

No variation or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

#### 20. *Waiver*

20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.

20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.

20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

#### 21. *Notices*

21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:

21.1.1 in writing addressed to the Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);

21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;

21.1.3 deemed to be duly served or made in the following circumstances:

(a) if delivered, upon delivery;

(b) if sending by mail, upon posting;

(c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,

but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.

21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

Granted by the General Manager Aquaculture, delegate of the Minister, on 1 September 2000.

I. NIGHTINGALE, General Manager Aquaculture

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

The Common Seal of Aquaculture South Australia Pty Ltd (ACN 007 823 181) was hereunto affixed in the presence of:  
(L.S.) L. R. CHAPMAN, Director

50	350 000
60	200 000
70	150 000
80	100 000

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectare
AGD 66—Zone 53	
765489E 6162912N	1
765521E 6162873N	
765360E 6162754N	
765328E 6162792N	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
  - (2) Posts to be not less than 125 mm in diameter.
  - (3) Posts and crosses to be painted yellow.
  - (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
  - (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
  - (6) All buoys, posts, crosses and markers must be maintained in good condition.
- or
- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
  - (2) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
  - (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a possible danger to navigation, lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1—Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Pacific Oysters (*Crassostrea gigas*)

Item 2—Permitted Farming Methods

Longlines

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

Item 3—Stocking Rates

Oysters

Size (mm)	Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
FRDC Levy per hectare 1 at \$9.50 each.....	9.50
EMP Fee per hectare 1 at \$17.70 each.....	17.70
Base Licence Fee per hectare 1 at \$66 each.....	66.00
SASQAP (Under Classification) .....	850.00
<b>Total Annual Licence Fee.....</b>	<b>943.20</b>
Quarterly Instalments.....	235.80

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

SCHEDULE 5

Approved Environmental Monitoring Program

An Environmental Monitoring Program for the site must comply with the general requirements for environmental monitoring specified in the Decision Notification Form issued for the site under Regulation 42 of the Development Regulations 1993.

The licensee must submit a draft Environmental Monitoring Program in writing to the General Manager Aquaculture within 60 days after the grant of the licence by the Minister.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00125  
(PREVIOUS LICENCE NO. F802)

Licence to Farm Fish under section 53 of the Fisheries Act 1982

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species'), the Minister for Primary Industries ('the Minister') hereby grants to:

Aquaculture South Australia Pty Ltd (12229)  
10 Kurrajong Road  
Gould Creek, S.A. 5114

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('the term') subject to the following terms and conditions.

#### CONDITIONS OF THIS LICENCE

##### 1. Licence

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

##### 2. Marked-off Areas

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

##### 3. Permitted Species

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

##### 4. Permitted Use

The licensee must not use the site for any purpose other than the permitted use.

##### 5. Permitted Methods

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence;

##### 6. Marking and Maintaining the Site

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

##### 7. Site Inspection and Supervision

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

##### 8. Fees and Returns

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

##### 9. Compliance With Relevant Laws

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:
  - 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and
  - 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

##### 10. Public Risk Liability

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

##### 11. Release

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

##### 12. Public Risk Insurance

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

##### 13. Guarantee or Indemnity Scheme

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

##### 14. No Assignment

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

##### 15. Default by Licensee and Termination

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or
- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 15.4 if the licensee is a body corporate, any of the following occur:
  - 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
  - 15.4.2 an order is made for the winding up or liquidation of the licensee;
  - 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
  - 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
  - 15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or
- 15.5 if the licensee is an individual, the licensee:
  - 15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or
  - 15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

#### 16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and

- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

#### 17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

#### 18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

#### 19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

#### 20. Waiver

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.
- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

#### 21. Notices

- 21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
  - 21.1.1 in writing addressed to the Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);
  - 21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
  - 21.1.3 deemed to be duly served or made in the following circumstances:
    - (a) if delivered, upon delivery;
    - (b) if sending by mail, upon posting;
    - (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,
 but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.

- 21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

Granted by the General Manager Aquaculture, delegate of the Minister, on 1 September 2000.

I. NIGHTINGALE, General Manager Aquaculture

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

The Common Seal of Aquaculture South Australia Pty Ltd (ACN 007 823 181) was hereunto affixed in the presence of:

(L.S.) L. R. CHAPMAN, Director

#### SCHEDULE 1

##### Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
763392E 6154662N	5
763225E 6154662N	
762100E 6154362N	
763268E 6154362N	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
  - (2) Posts to be not less than 125 mm in diameter.
  - (3) Posts and crosses to be painted yellow.
  - (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
  - (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
  - (6) All buoys, posts, crosses and markers must be maintained in good condition.
- or
- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
  - (2) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
  - (3) All buoys, posts, crosses and markers must be maintained in good condition.

*When the site is in navigable water and a possible danger to navigation, lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.*

*Item 2—Marked-Off Areas*

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

*Item 1—Permitted Species*

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Native Oysters (*Ostrea angasi*)

Pacific Oysters (*Crassostrea gigas*)

*Item 2—Permitted Farming Methods*

*Racks*

*Longlines*

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

*Item 3—Stocking Rates*

*Oysters*

Size (mm)	Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

SCHEDULE 3

*Item 1—Fees*

Annual licence fees are:

	\$
FRDC Levy per hectare 5 at \$9.50 each.....	47.50
EMP Fee per hectare 5 at \$17.50 each.....	88.50
Base Licence Fee per hectare 5 at \$66 each.....	330.00
SASQAP (Under Classification) .....	850.00
<b>Total Annual Licence Fee.....</b>	<b>1 316.00</b>
Quarterly Instalments.....	329.00

*Item 2—Public Risk Insurance*

Five million dollars (\$5 000 000).

SCHEDULE 4

*Returns*

The licensee must submit the following information to the Minister, c/o Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

(PREVIOUS LICENCE NO. F1558)

*Licence to Farm Fish under section 53 of the Fisheries Act 1982*

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species'), the Minister for Primary Industries ('the Minister') hereby grants to:

Darijo J. Lukin (2043)  
7 Alexander Crescent  
Port Lincoln, S.A. 5606

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('the term') subject to the following terms and conditions.

## CONDITIONS OF THIS LICENCE

1. *Licence*

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. *Marked-off Areas*

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. *Permitted Species*

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. *Permitted Use*

The licensee must not use the site for any purpose other than the permitted use.

5. *Permitted Methods*

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence;
- 5.5 must conduct an environmental monitoring program as set out in Schedule 5 of this licence.

6. *Marking and Maintaining the Site*

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

7. *Site Inspection and Supervision*

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

8. *Fees and Returns*

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

9. *Compliance With Relevant Laws*

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:
  - 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and
  - 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

10. *Public Risk Liability*

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

11. *Release*

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

12. *Public Risk Insurance*

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

13. *Guarantee or Indemnity Scheme*

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

#### 14. No Assignment

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

#### 15. Default by Licensee and Termination

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or
- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 15.4 if the licensee is a body corporate, any of the following occur:
  - 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
  - 15.4.2 an order is made for the winding up or liquidation of the licensee;
  - 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
  - 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
  - 15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or
- 15.5 if the licensee is an individual, the licensee:
  - 15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or
  - 15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

#### 16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

#### 17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

#### 18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

#### 19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

#### 20. Waiver

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.
- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

#### 21. Notices

- 21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
  - 21.1.1 in writing addressed to the Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);
  - 21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;

- 21.1.3 deemed to be duly served or made in the following circumstances:
- (a) if delivered, upon delivery;
  - (b) if sending by mail, upon posting;
  - (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,
- but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.

21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

Granted by the General Manager Aquaculture, delegate of the Minister, on 1 September 2000.

I. NIGHTINGALE, General Manager Aquaculture

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

Signed by the said D. J. LUKIN

In the presence of: L. BRYANT, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectare
AGD 66—Zone 53	
577464E 6152317N	1
577582E 6152317N	
577583E 6152399N	
577463E 6152398N	

All structures, equipment, buoys and floatations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
  - (2) Posts to be not less than 125 mm in diameter.
  - (3) Posts and crosses to be painted yellow.
  - (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
  - (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
  - (6) All buoys, posts, crosses and markers must be maintained in good condition.
- or
- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
  - (2) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
  - (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a possible danger to navigation, lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1—Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

- Blue Mussels (*Mytilus edulis*)
- Native Oysters (*Ostrea angasi*)
- Pacific Oysters (*Crassostrea gigas*)

Item 2—Permitted Farming Methods

Longlines

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

Item 3—Stocking Rates

Oysters

Size (mm)	Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

Mussels

Size (mm)	Number per Hectare
3	30 000 000
10	20 000 000
20	16 000 000
30	13 000 000
40	6 000 000
50	4 000 000
60	2 000 000
70	1 500 000
80	1 000 000
90	750 000
100	500 000

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
FRDC Levy per hectare 1 at \$3.50 each.....	3.50
Base Licence Fee per hectare 1 at \$75 each.....	75.00
SASQAP (Under Classification) .....	1 120.00
<b>Total Annual Licence Fee.....</b>	<b>1 198.50</b>
Quarterly Instalments.....	299.63

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

- 1. Name of licensee.
- 2. Address of licensee.
- 3. Species of fish farmed and held on the site.
- 4. Location of aquaculture operation.

5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

#### SCHEDULE 5

##### *Approved Environmental Monitoring Program*

An Environmental Monitoring Program for the site must comply with the general requirements for environmental monitoring specified in the Decision Notification Form issued for the site under Regulation 42 of the Development Regulations 1993.

An Environmental Monitoring Program for the site must comply with Schedule 10 of the Environmental Protection (Marine) Policy 1994.

The licensee must submit a draft Environmental Monitoring Program in writing to the General Manager Aquaculture within 60 days after the grant of the licence by the Minister.

#### FISHERIES ACT 1982

##### MARINE MOLLUSC FARMING LICENCE FM00341

##### *Licence to Farm Fish under section 53 of the Fisheries Act 1982*

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species'), the Minister for Primary Industries ('the Minister') hereby grants to:

Aquaculture South Australia Pty Ltd (12229)  
10 Kurrajong Road  
Gould Creek, S.A. 5114

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('the term') subject to the following terms and conditions.

#### CONDITIONS OF THIS LICENCE

##### 1. Licence

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

##### 2. Marked-off Areas

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

##### 3. Permitted Species

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

##### 4. Permitted Use

The licensee must not use the site for any purpose other than the permitted use.

##### 5. Permitted Methods

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence;

##### 6. Marking and Maintaining the Site

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

##### 7. Site Inspection and Supervision

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

##### 8. Fees and Returns

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

##### 9. Compliance With Relevant Laws

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:

- 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and
- 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

#### 10. Public Risk Liability

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

#### 11. Release

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

#### 12. Public Risk Insurance

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

#### 13. Guarantee or Indemnity Scheme

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

#### 14. No Assignment

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

#### 15. Default by Licensee and Termination

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default

pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or

- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 15.4 if the licensee is a body corporate, any of the following occur:
- 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
- 15.4.2 an order is made for the winding up or liquidation of the licensee;
- 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
- 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
- 15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or
- 15.5 if the licensee is an individual, the licensee:
- 15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or
- 15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

#### 16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

#### 17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or

performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

#### 18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

#### 19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

#### 20. Waiver

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.
- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

#### 21. Notices

- 21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
- 21.1.1 in writing addressed to the Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);
- 21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
- 21.1.3 deemed to be duly served or made in the following circumstances:
- (a) if delivered, upon delivery;
- (b) if sending by mail, upon posting;
- (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,
- but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.

- 21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

Granted by the General Manager Aquaculture, delegate of the Minister, on 1 September 2000.

I. NIGHTINGALE, General Manager Aquaculture

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

The Common Seal of Aquaculture South Australia Pty Ltd (ACN 007 823 181) was hereunto affixed in the presence of:

(L.S.) L. R. CHAPMAN, Director

### SCHEDULE 1

#### Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
764812E 6175705N	5
764982E 6175706N	
765023E 6176082N	
764911E 6176087N	
764890E 6175933N	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
- (2) Posts to be not less than 125 mm in diameter.
- (3) Posts and crosses to be painted yellow.
- (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
- (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
- (6) All buoys, posts, crosses and markers must be maintained in good condition.
- or
- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
- (2) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
- (3) All buoys, posts, crosses and markers must be maintained in good condition.

*When the site is in navigable water and a possible danger to navigation, lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.*

#### Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

### SCHEDULE 2

#### Item 1 ~~3/4~~ Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Native Oysters (*Ostrea angasi*)

Pacific Oysters (*Crassostrea gigas*)

#### Item 2 ~~3/4~~ Permitted Farming Methods

##### Racks

##### Longlines

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

*Item 3—Stocking Rates**Oysters*

Size (mm)	Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

## SCHEDULE 3

*Item 1—Fees*

Annual licence fees are:

	\$
FRDC Levy per hectare 5 at \$9.50 each.....	47.50
EMP Fee per hectare 5 at \$17.50 each.....	88.50
Base Licence Fee per hectare 5 at \$66 each.....	330.00
SASQAP (Under Classification) .....	0.00
<b>Total Annual Licence Fee .....</b>	<b>466.00</b>
Quarterly Instalments.....	116.50

*Item 2—Public Risk Insurance*

Five million dollars (\$5 000 000).

## SCHEDULE 4

*Returns*

The licensee must submit the following information to the Minister, c/o Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

## FISHERIES ACT 1982

## MARINE MOLLUSC FARMING LICENCE FM00342

*Licence to Farm Fish under section 53 of the Fisheries Act 1982*

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species'), the Minister for Primary Industries ('the Minister') hereby grants to:

Aquaculture South Australia Pty Ltd (12229)  
10 Kurrajong Road  
Gould Creek, S.A. 5114

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('the term') subject to the following terms and conditions.

## CONDITIONS OF THIS LICENCE

1. *Licence*

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. *Marked-off Areas*

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. *Permitted Species*

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. *Permitted Use*

The licensee must not use the site for any purpose other than the permitted use.

5. *Permitted Methods*

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence;

6. *Marking and Maintaining the Site*

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

7. *Site Inspection and Supervision*

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

### 8. Fees and Returns

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

### 9. Compliance With Relevant Laws

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:
  - 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and
  - 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

### 10. Public Risk Liability

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

### 11. Release

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

### 12. Public Risk Insurance

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

### 13. Guarantee or Indemnity Scheme

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

### 14. No Assignment

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

### 15. Default by Licensee and Termination

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or
- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 15.4 if the licensee is a body corporate, any of the following occur:
  - 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
  - 15.4.2 an order is made for the winding up or liquidation of the licensee;
  - 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
  - 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
  - 15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or
- 15.5 if the licensee is an individual, the licensee:
  - 15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or
  - 15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

### 16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and

16.8 time is of the essence in respect of any obligation relating to time in this licence.

#### 17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

#### 18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

#### 19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

#### 20. Waiver

20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.

20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.

20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

#### 21. Notices

21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:

21.1.1 in writing addressed to the Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);

21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;

21.1.3 deemed to be duly served or made in the following circumstances:

(a) if delivered, upon delivery;

(b) if sending by mail, upon posting;

(c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,

but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.

21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

Granted by the General Manager Aquaculture, delegate of the Minister, on 1 September 2000.

I. NIGHTINGALE, General Manager Aquaculture

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

The Common Seal of Aquaculture South Australia Pty Ltd (ACN 007 823 181) was hereunto affixed in the presence of:

(L.S.) L. R. CHAPMAN, Director

#### SCHEDULE 1

##### Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
765054E 6177207N	5
765150E 6177197N	
765059E 6176856N	
764870E 6176857N	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
- (2) Posts to be not less than 125 mm in diameter.
- (3) Posts and crosses to be painted yellow.
- (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
- (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
- (6) All buoys, posts, crosses and markers must be maintained in good condition.

or

- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
- (2) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
- (3) All buoys, posts, crosses and markers must be maintained in good condition.

*When the site is in navigable water and a possible danger to navigation, lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.*

##### Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

#### SCHEDULE 2

##### Item 1 ~~3~~ Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Native Oysters (*Ostrea angasi*)

Pacific Oysters (*Crassostrea gigas*)

*Item 2 3/4 Permitted Farming Methods**Racks**Longlines*

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

*Item 3 3/4 Stocking Rates**Oysters*

Size (mm)	Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

## SCHEDULE 3

*Item 1—Fees*

Annual licence fees are:

	\$
FRDC Levy per hectare 5 at \$9.50 each.....	47.50
EMP Fee per hectare 5 at \$17.50 each.....	88.50
Base Licence Fee per hectare 5 at \$66 each.....	330.00
SASQAP (Under Classification) .....	0.00
<b>Total Annual Licence Fee .....</b>	<b>466.00</b>
Quarterly Instalments.....	116.50

*Item 2—Public Risk Insurance*

Five million dollars (\$5 000 000).

## SCHEDULE 4

*Returns*

The licensee must submit the following information to the Minister, c/o Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

- Name of licensee.
- Address of licensee.
- Species of fish farmed and held on the site.
- Location of aquaculture operation.
- Period covered by return.
- Number of life stage of each species of fish held.
- Number, weight and value of each species of fish held.
- Details of any disease detected in any fish kept.
- Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
- If any fish were brought into the state, the number of fish and the life stage of the fish.
- If fish were brought into the state, the purpose for which they were brought in.
- Method of disposal of water and packaging use for transporting the fish.
- If any disease or symptom of disease occurred in the acquired fish.
- Method of disposal of diseased or dead fish and the number disposed of.
- Signature, date and telephone number.
- Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

## FISHERIES ACT 1982

## MARINE MOLLUSC FARMING LICENCE FM00340

*Licence to Farm Fish under section 53 of the Fisheries Act 1982*

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species'), the Minister for Primary Industries ('the Minister') hereby grants to:

Aquaculture South Australia Pty Ltd (12229)  
10 Kurrajong Road  
Gould Creek, S.A. 5114

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('the term') subject to the following terms and conditions.

## CONDITIONS OF THIS LICENCE

1. *Licence*

The parties acknowledge and agree that:

- the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. *Marked-off Areas*

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. *Permitted Species*

The licensee:

- must not farm or introduce any species at the site other than the permitted species; and
- must not take any wild fish from the site except for recreational purposes.

4. *Permitted Use*

The licensee must not use the site for any purpose other than the permitted use.

5. *Permitted Methods*

The licensee:

- must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence;
- must conduct an environmental monitoring program as set out in Schedule 5 of this licence.

6. *Marking and Maintaining the Site*

The licensee:

- must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;

- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

#### 7. *Site Inspection and Supervision*

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

#### 8. *Fees and Returns*

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

#### 9. *Compliance With Relevant Laws*

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:
  - 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and
  - 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

#### 10. *Public Risk Liability*

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

#### 11. *Release*

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

#### 12. *Public Risk Insurance*

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of

public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

#### 13. *Guarantee or Indemnity Scheme*

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

#### 14. *No Assignment*

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

#### 15. *Default by Licensee and Termination*

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or
- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 15.4 if the licensee is a body corporate, any of the following occur:
  - 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
  - 15.4.2 an order is made for the winding up or liquidation of the licensee;
  - 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
  - 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
  - 15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or
- 15.5 if the licensee is an individual, the licensee:
  - 15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or

15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

#### 16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

#### 17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

#### 18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

#### 19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

#### 20. Waiver

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.
- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

#### 21. Notices

- 21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:

21.1.1 in writing addressed to the Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);

21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;

21.1.3 deemed to be duly served or made in the following circumstances:

- (a) if delivered, upon delivery;
- (b) if sending by mail, upon posting;
- (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,

but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.

21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

#### 22. SASQAP

22.1 The licensee:

22.1.1 must submit to the Manager, South Australian Shellfish Quality Assurance Program ('SASQAP') for testing such sample as the Manager, SASQAP requires of the fish farmed at the site and specified in Item 1.1 of Schedule 2;

22.1.2 must comply with all reasonable requirements of the Manager, SASQAP in relation to such testing; and

22.1.3 must obtain the written consent of the Manager, SASQAP, prior to making any of the fish farmed at the site and specified in Item 1.1 of Schedule 2, available for human consumption.

Granted by the General Manager Aquaculture, delegate of the Minister, on 1 September 2000.

I. NIGHTINGALE, General Manager Aquaculture

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

The Common Seal of Aquaculture South Australia Pty Ltd (ACN 007 823 181) was hereunto affixed in the presence of:

(L.S.) L. R. CHAPMAN, Director

#### SCHEDULE 1

##### Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
770600E 616000N	20
771000E 616000N	
771000E 6160500N	
770600E 6160500N	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.

- (2) Posts to be not less than 125 mm in diameter.
  - (3) Posts and crosses to be painted yellow.
  - (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
  - (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
  - (6) All buoys, posts, crosses and markers must be maintained in good condition.
- or
- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
  - (2) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
  - (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a possible danger to navigation, lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1 ~~3~~ Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

- Blacklip Abalone (*Haliotis rubra*)
  - Blue Mussels (*Mytilus edulis*)
  - Greenlip Abalone (*Haliotis laevis*)
  - Native Oysters (*Ostrea angasi*)
  - Pacific Oysters (*Crassostrea gigas*)
  - Scallops, Commercial (King) (*Pecten fumatus*)
  - Scallops (Queen) (*Equichlamys bifrons*)
  - Scallops (Dough Boy) (*Minachlamys asperimus*)
- Item 1.1 ~~3~~ Fish Subject to SASQAP Testing
- Blue Mussels (*Mytilus edulis*)
  - Native Oysters (*Ostrea angasi*)
  - Pacific Oysters (*Crassostrea gigas*)
  - Scallops, Commercial (King) (*Pecten fumatus*)
  - Scallops (Queen) (*Equichlamys bifrons*)
  - Scallops (Dough Boy) (*Minachlamys asperimus*)

Item 2 ~~3~~ Permitted Farming Methods

Longlines

Each structure must comply with the construction requirements specified in the Decision Notification Form issued for the site under Regulation 42 of the Development Regulation Act 1993.

The Licence Holder must source all farm stock from either:

- (a) registered South Australian growers or hatcheries; or
- (b) wholly from, or the progeny of, wild stocks from South Australian waters. The Licence holder must maintain a Stock Movement Register which must be kept to immediately record all movements of abalone stock to and from the farm and to be kept regardless of the purpose of the movement of the stock. The Stock Movement Register must be a bound book with

consecutively numbered pages, each entry must be recorded in ink in the order of events, each entry must be made immediately below the previous entry and each page must be filled before commencing the next page.

The Stock Movement Register must include the following information:

- (a) the time, date and number of stock placed on the site; and
- (b) the time, date and number of stock removed from the site.

The Licence Holder must keep the Stock Movement Register for 12 months from the last entry date. A photocopy of the Register for the period from the date of this licence to 30 June 2000 must be forwarded to PIRSA General Manager Aquaculture on or before 14 July 2000. A photocopy of the Registers for the period from 1 July 2000 to 30 June 2001 must be forwarded to the General Manager Aquaculture on or before 14 July 2001.

The Licence Holder must maintain a Mortality Register and record the mortalities of all farm abalone. Mortalities must be physically counted at intervals of no more than three months.

The Licence Holder must keep the Mortality Register for 12 months from the last entry date. A photocopy of the Register for the period from the date of this licence to 30 June 2000 must be forwarded to PIRSA General Manager Aquaculture on or before 14 July 2000. A photocopy of the Registers for the period from 1 July 2000 to 30 June 2001 must be forwarded to the General Manager Aquaculture on or before 14 July 2001.

The Licence Holder must make available all farm Registers for inspection by PIRSA Fisheries and Aquaculture Compliance Officers immediately upon being requested by such an officer.

The Licence Holder must complete a "Farmed Abalone Disposal Statement" and forward this Statement to PIRSA Fisheries and Aquaculture Compliance at least 48 hours prior to disposal of farmed stock.

The Licence Holder must comply with the Fisheries Act, 1982 while transporting fish. All fish moved from the site must be moved "in shell".

The Licence Holder must ensure that no processing occurs at sea and must further ensure that no dead farm fish or waste is deposited at sea.

Item 3 ~~3~~ Stocking Rates

Oysters

Size (mm)	Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

Mussels and Scallops

Size (mm)	Number per Hectare
3	30 000 000
10	20 000 000
20	16 000 000
30	13 000 000
40	6 000 000
50	4 000 000
60	2 000 000
70	1 500 000
80	1 000 000
90	750 000
100	500 000

The licence holder must not stock the site with more than 50 000 individuals of the permitted species at any time. The size of the abalone shell measured at the greatest shell dimension, must not be less than 20 mm in length and must not be greater than 90 mm in length

## SCHEDULE 3

*Item 1—Fees*

Annual licence fees are:

	\$
FRDC Levy per hectare 20 at \$9.50 each.....	190.00
Base Licence Fee per hectare 20 at \$66 each.....	1 320.00
<b>Total Annual Licence Fee .....</b>	<b>1 510.00</b>
Quarterly Instalments.....	377.50

*Item 2—Public Risk Insurance*

Five million dollars (\$5 000 000).

## SCHEDULE 4

*Returns*

The licensee must submit the following information to the Minister, c/o Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

## SCHEDULE 5

*Approved Environmental Monitoring Program*

An Environmental Monitoring Program for the site must comply with the general requirements for environmental monitoring specified in the Decision Notification Form issued for the site under Regulation 42 of the Development Regulations 1993.

The licensee must submit a draft Environmental Monitoring Program in writing to the General Manager Aquaculture within 60 days after the grant of the licence by the Minister.

## FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00043  
(PREVIOUS LICENCE NO. F576)

*Licence to Farm Fish under section 53 of the Fisheries Act 1982*

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species'), the Minister for Primary Industries ('the Minister') hereby grants to:

Ian C. Hart (12166)  
Jacqueline Hart (18462)  
Lot 36, McKenzie Street  
Denial Bay, S.A. 5690

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for

the period commencing on 1 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('the term') subject to the following terms and conditions.

## CONDITIONS OF THIS LICENCE

1. *Licence*

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. *Marked-off Areas*

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. *Permitted Species*

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. *Permitted Use*

The licensee must not use the site for any purpose other than the permitted use.

5. *Permitted Methods*

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.

6. *Marking and Maintaining the Site*

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

7. *Site Inspection and Supervision*

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

8. *Fees and Returns*

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;

8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

#### 9. Compliance With Relevant Laws

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:
- 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and
- 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

#### 10. Public Risk Liability

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

#### 11. Release

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

#### 12. Public Risk Insurance

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

#### 13. Guarantee or Indemnity Scheme

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

#### 14. No Assignment

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

#### 15. Default by Licensee and Termination

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or
- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 15.4 if the licensee is a body corporate, any of the following occur:
- 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
- 15.4.2 an order is made for the winding up or liquidation of the licensee;
- 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
- 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
- 15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or
- 15.5 if the licensee is an individual, the licensee:
- 15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or
- 15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

#### 16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;

- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

#### 17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

#### 18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

#### 19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

#### 20. Waiver

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.
- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

#### 21. Notices

- 21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
- 21.1.1 in writing addressed to the Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);
- 21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
- 21.1.3 deemed to be duly served or made in the following circumstances:
- (a) if delivered, upon delivery;
- (b) if sending by mail, upon posting;
- (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,
- but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.

- 21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

Granted by the General Manager Aquaculture, delegate of the Minister, on 1 September 2000.

I. NIGHTINGALE, General Manager Aquaculture

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

Signed by the said I. C. HART and J. HART

In the presence of: A. J. SEIDL, Witness

#### SCHEDULE 1

##### Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
366069E 6446052N	5
366360E 6445923N	
366359E 6445752N	
366068E 6445881N	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
- (2) Posts to be not less than 125 mm in diameter.
- (3) Posts and crosses to be painted yellow.
- (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
- (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
- (6) All buoys, posts, crosses and markers must be maintained in good condition.
- or
- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
- (2) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
- (3) All buoys, posts, crosses and markers must be maintained in good condition.

*When the site is in navigable water and a possible danger to navigation, lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.*

##### Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

#### SCHEDULE 2

##### Item 1 ~~3~~ Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Pacific Oysters (*Crassostrea gigas*)

*Item 2—Permitted Farming Methods**Racks*

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

*Item 3—Stocking Rates**Oysters*

Size (mm)	Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

## SCHEDULE 3

*Item 1—Fees*

Annual licence fees are:

	\$
FRDC Levy per hectare 5 at \$9.50 each.....	47.50
EMP Fee per hectare 5 at \$17.70 each.....	88.50
Base Licence Fee per hectare 5 at \$66 each.....	330.00
SASQAP (Classified Area) per hectare 5 at \$80 each.....	400.00
<b>Total Annual Licence Fee .....</b>	<b>866.00</b>
Quarterly Instalments.....	216.50

*Item 2—Public Risk Insurance*

Five million dollars (\$5 000 000).

## SCHEDULE 4

*Returns*

The licensee must submit the following information to the Minister, c/o Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

## FISHERIES ACT 1982

## MARINE MOLLUSC FARMING LICENCE FM00355

*Licence to Farm Fish under section 53 of the Fisheries Act 1982*

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species'), the Minister for Primary Industries ('the Minister') hereby grants to:

Ian C. Hart (12166)  
Jacqueline Hart (18462)  
Lot 36, McKenzie Street  
Denial Bay, S.A. 5690

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('the term') subject to the following terms and conditions.

## CONDITIONS OF THIS LICENCE

1. *Licence*

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. *Marked-off Areas*

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. *Permitted Species*

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. *Permitted Use*

The licensee must not use the site for any purpose other than the permitted use.

5. *Permitted Methods*

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.

6. *Marking and Maintaining the Site*

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;

- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

#### 7. *Site Inspection and Supervision*

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

#### 8. *Fees and Returns*

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

#### 9. *Compliance With Relevant Laws*

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:
  - 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and
  - 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

#### 10. *Public Risk Liability*

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

#### 11. *Release*

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

#### 12. *Public Risk Insurance*

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of

public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

#### 13. *Guarantee or Indemnity Scheme*

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

#### 14. *No Assignment*

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

#### 15. *Default by Licensee and Termination*

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or
- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 15.4 if the licensee is a body corporate, any of the following occur:
  - 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
  - 15.4.2 an order is made for the winding up or liquidation of the licensee;
  - 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
  - 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
  - 15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or
- 15.5 if the licensee is an individual, the licensee:
  - 15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or

15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

#### 16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

#### 17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

#### 18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

#### 19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

#### 20. Waiver

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.
- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

#### 21. Notices

- 21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:

21.1.1 in writing addressed to the Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);

21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;

21.1.3 deemed to be duly served or made in the following circumstances:

- (a) if delivered, upon delivery;
- (b) if sending by mail, upon posting;
- (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,

but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.

21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

#### 22. SASQAP

22.1 The licensee:

22.1.1 must submit to the Manager, South Australian Shellfish Quality Assurance Program ('SASQAP') for testing such sample as the Manager, SASQAP requires of the fish farmed at the site and specified in Item 1.1 of Schedule 2;

22.1.2 must comply with all reasonable requirements of the Manager, SASQAP in relation to such testing; and

22.1.3 must obtain the written consent of the Manager, SASQAP, prior to making any of the fish farmed at the site and specified in Item 1.1 of Schedule 2, available for human consumption.

Granted by the General Manager Aquaculture, delegate of the Minister, on 1 September 2000.

I. NIGHTINGALE, General Manager Aquaculture

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

Signed by the said I. C. HART and J. HART

In the presence of: A. J. SEIDL, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
376817E 6433979N	1.1
376995E 6433846N	
376965E 6433806N	
376787E 6433939N	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.

- (2) Posts to be not less than 125 mm in diameter.
- (3) Posts and crosses to be painted yellow.
- (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
- (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
- (6) All buoys, posts, crosses and markers must be maintained in good condition.

or

- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
- (2) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
- (3) All buoys, posts, crosses and markers must be maintained in good condition.

*When the site is in navigable water and a possible danger to navigation, lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.*

*Item 2—Marked-Off Areas*

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

*Item 1—Permitted Species*

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Pacific Oysters (*Crassostrea gigas*)

*Item 1.1—Fish Subject to SASQAP Testing*

Pacific Oysters (*Crassostrea gigas*)

*Item 2—Permitted Farming Methods*

*BST Longlines*

Each structure must comply with the construction requirements specified in the Decision Notification Form issued for the site under Regulation 42 of the Development Regulation Act 1993.

*Item 3—Stocking Rates*

*Oysters*

Size (mm)	Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

SCHEDULE 3

*Item 1—Fees*

Annual licence fees are:

	\$
FRDC Levy per hectare 1.1 at \$9.50 each.....	10.45
EMP Fee per hectare 1.1 at \$17.70 each.....	19.47
Base Licence Fee per hectare 1.1 at \$66 each.....	72.60
<b>Total Annual Licence Fee .....</b>	<b>102.52</b>
Quarterly Instalments.....	25.63

*Item 2—Public Risk Insurance*

Five million dollars (\$5 000 000).

SCHEDULE 4

*Returns*

The licensee must submit the following information to the Minister, c/o Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00052  
(PREVIOUS LICENCE NO. F588)

*Licence to Farm Fish under section 53 of the Fisheries Act 1982*

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species'), the Minister for Primary Industries ('the Minister') hereby grants to:

David J. Buckland (14411)  
Michael R. Coates (14409)  
Jillian L. Coates (14410)  
6 Playford Road  
Mitcham, S.A. 5062

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2000 ('the term') subject to the following terms and conditions:

CONDITIONS OF THIS LICENCE

1. *Licence*

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

## 2. *Marked-off Areas*

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

## 3. *Permitted Species*

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

## 4. *Permitted Use*

The licensee must not use the site for any purpose other than the permitted use.

## 5. *Permitted Methods*

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.

## 6. *Marking and Maintaining the Site*

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

## 7. *Site Inspection and Supervision*

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

## 8. *Fees and Returns*

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

## 9. *Compliance With Relevant Laws*

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:

9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and

9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

## 10. *Public Risk Liability*

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

## 11. *Release*

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

## 12. *Public Risk Insurance*

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

## 13. *Guarantee or Indemnity Scheme*

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

## 14. *No Assignment*

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

## 15. *Default by Licensee and Termination*

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default

pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or

- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 15.4 if the licensee is a body corporate, any of the following occur:
- 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
- 15.4.2 an order is made for the winding up or liquidation of the licensee;
- 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
- 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
- 15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or
- 15.5 if the licensee is an individual, the licensee:
- 15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or
- 15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

#### 16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

#### 17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

#### 18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

#### 19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

#### 20. Waiver

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.
- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

#### 21. Notices

- 21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
- 21.1.1 in writing addressed to the Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);
- 21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
- 21.1.3 deemed to be duly served or made in the following circumstances:
- (a) if delivered, upon delivery;
- (b) if sending by mail, upon posting;
- (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,
- but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.
- 21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

Granted by the General Manager Aquaculture, delegate of the Minister, on 1 September 2000.

I. NIGHTINGALE, General Manager Aquaculture

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

Signed by the said M. R. COATES

In the presence of: J. F. KELLY, Witness

Signed by the said J. L. COATES

In the presence of: J. F. KELLY, Witness

Signed by the said D. J. BUCKLAND

In the presence of: K. A. MCCAULEY, Witness

SCHEDULE 1  
Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectare
AGD 66—Zone 53	
537471E 6174801N	5
537608E 6174805N	
537601E 6174395N	
537475E 6174391N	
537510E 6174604N	
537447E 6174733N	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
  - (2) Posts to be not less than 125 mm in diameter.
  - (3) Posts and crosses to be painted yellow.
  - (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
  - (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
  - (6) All buoys, posts, crosses and markers must be maintained in good condition.
- or
- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
  - (2) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
  - (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a possible danger to navigation, lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1—Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Pacific Oysters (*Crassostrea gigas*)

Item 2—Permitted Farming Methods

Longlines

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

Item 3—Stocking Rates  
Oysters

Size (mm)	Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
FRDC Levy per hectare 5 at \$9.50 each.....	47.50
EMP Fee per hectare 5 at \$17.70 each.....	88.50
Base Licence Fee per hectare 5 at \$66 each.....	330.00
SASQAP (Classified Area) per hectare 5 at \$80 each.....	400.00
<b>Total Annual Licence Fee.....</b>	<b>866.00</b>
Quarterly Instalments.....	216.50

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

## FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00149  
(PREVIOUS LICENCE NO. F831)

*Licence to Farm Fish under section 53 of the Fisheries Act 1982*

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species'), the Minister for Primary Industries ('the Minister') hereby grants to:

David J. Buckland (14411)  
Michael R. Coates (14409)  
Jillian L. Coates (14410)  
6 Playford Road  
Mitcham, S.A. 5062

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('the term') subject to the following terms and conditions.

## CONDITIONS OF THIS LICENCE

1. *Licence*

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. *Marked-off Areas*

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. *Permitted Species*

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. *Permitted Use*

The licensee must not use the site for any purpose other than the permitted use.

5. *Permitted Methods*

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.

6. *Marking and Maintaining the Site*

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and

- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

7. *Site Inspection and Supervision*

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

8. *Fees and Returns*

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

9. *Compliance With Relevant Laws*

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:
  - 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and
  - 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

10. *Public Risk Liability*

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

11. *Release*

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

12. *Public Risk Insurance*

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

13. *Guarantee or Indemnity Scheme*

The licensee must either:

- 13.1 provide a guarantee from its bankers; or

- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

#### 14. No Assignment

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

#### 15. Default by Licensee and Termination

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or
- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 15.4 if the licensee is a body corporate, any of the following occur:
- 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
- 15.4.2 an order is made for the winding up or liquidation of the licensee;
- 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
- 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
- 15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or
- 15.5 if the licensee is an individual, the licensee:
- 15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or
- 15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

#### 16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

#### 17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

#### 18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

#### 19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

#### 20. Waiver

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.
- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

#### 21. Notices

- 21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
- 21.1.1 in writing addressed to the Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);
- 21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;

21.1.3 deemed to be duly served or made in the following circumstances:

- (a) if delivered, upon delivery;
- (b) if sending by mail, upon posting;
- (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,

but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.

21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

Granted by the General Manager Aquaculture, delegate of the Minister, on 1 September 2000.

I. NIGHTINGALE, General Manager Aquaculture

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

Signed by the said M. R. COATES

In the presence of: J. F. KELLY, Witness

Signed by the said J. L. COATES

In the presence of: J. F. KELLY, Witness

Signed by the said D. J. BUCKLAND

In the presence of: K. A. MCCAULEY, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
531072E 6177380N	2
531072E 6177580N	
530972E 6177558N	
530972E 6177358N	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
  - (2) Posts to be not less than 125 mm in diameter.
  - (3) Posts and crosses to be painted yellow.
  - (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
  - (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
  - (6) All buoys, posts, crosses and markers must be maintained in good condition.
- or
- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
  - (2) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
  - (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a possible danger to navigation, lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1—Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Pacific Oysters (*Crassostrea gigas*)

Item 2—Permitted Farming Methods

Longlines

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

Item 3—Stocking Rates

Oysters

Size (mm)	Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
FRDC Levy per hectare 2 at \$9.50 each.....	19.00
EMP Fee per hectare 2 at \$17.70 each.....	35.40
Base Licence Fee per hectare 2 at \$66 each.....	132.00
SASQAP (Classified Area) per hectare 2 at \$80 each	160.00
<b>Total Annual Licence Fee.....</b>	<b>346.40</b>
Quarterly Instalments.....	86.60

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).

10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

#### FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00156  
(PREVIOUS LICENCE NO. F840)

#### *Licence to Farm Fish under section 53 of the Fisheries Act 1982*

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species'), the Minister for Primary Industries ('the Minister') hereby grants to:

David J. Buckland (14411)  
Michael R. Coates (14409)  
Jillian L. Coates (14410)  
6 Playford Road  
Mitcham, S.A. 5062

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('the term') subject to the following terms and conditions.

#### CONDITIONS OF THIS LICENCE

##### 1. Licence

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

##### 2. Marked-off Areas

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

##### 3. Permitted Species

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

##### 4. Permitted Use

The licensee must not use the site for any purpose other than the permitted use.

##### 5. Permitted Methods

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;

- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.

##### 6. Marking and Maintaining the Site

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

##### 7. Site Inspection and Supervision

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

##### 8. Fees and Returns

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

##### 9. Compliance With Relevant Laws

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:
  - 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and
  - 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

##### 10. Public Risk Liability

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

##### 11. Release

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

##### 12. Public Risk Insurance

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

### 13. *Guarantee or Indemnity Scheme*

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

### 14. *No Assignment*

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

### 15. *Default by Licensee and Termination*

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or
- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 15.4 if the licensee is a body corporate, any of the following occur:
  - 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
  - 15.4.2 an order is made for the winding up or liquidation of the licensee;
  - 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
  - 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or

15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or

15.5 if the licensee is an individual, the licensee:

15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or

15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

### 16. *Interpretation*

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

### 17. *Delegation*

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

### 18. *Severance*

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

### 19. *Modification*

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

### 20. *Waiver*

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.
- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

### 21. *Notices*

- 21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
- 21.1.1 in writing addressed to the Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);
  - 21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
  - 21.1.3 deemed to be duly served or made in the following circumstances:
    - (a) if delivered, upon delivery;
    - (b) if sending by mail, upon posting;
    - (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,
 but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.
- 21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

Granted by the General Manager Aquaculture, delegate of the Minister, on 1 September 2000.

I. NIGHTINGALE, General Manager Aquaculture

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

Signed by the said M. R. COATES

In the presence of: J. F. KELLY, Witness

Signed by the said J. L. COATES

In the presence of: J. F. KELLY, Witness

Signed by the said D. J. BUCKLAND

In the presence of: K. A. MCCAULEY, Witness

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectare
AGD 66—Zone 53	
532406E 6176087N	1
532477E 6176016N	
532548E 6176087N	
532477E 6176157N	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
  - (2) Posts to be not less than 125 mm in diameter.
  - (3) Posts and crosses to be painted yellow.
  - (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
  - (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
  - (6) All buoys, posts, crosses and markers must be maintained in good condition.
- or
- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.

- (2) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
- (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a possible danger to navigation, lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1—Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Pacific Oysters (*Crassostrea gigas*)

Item 2—Permitted Farming Methods

Longlines

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

Item 3—Stocking Rates

Oysters

Size (mm)	Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
FRDC Levy per hectare 1 at \$9.50 each.....	9.50
EMP Fee per hectare 1 at \$17.70 each.....	17.70
Base Licence Fee per hectare 1 at \$66 each.....	66.00
SASQAP (Classified Area) per hectare 1 at \$80 each	80.00
<b>Total Annual Licence Fee.....</b>	<b>173.20</b>
Quarterly Instalments.....	43.30

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name

- of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
  11. If fish were brought into the state, the purpose for which they were brought in.
  12. Method of disposal of water and packaging use for transporting the fish.
  13. If any disease or symptom of disease occurred in the acquired fish.
  14. Method of disposal of diseased or dead fish and the number disposed of.
  15. Signature, date and telephone number.
  16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

#### FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00115  
(PREVIOUS LICENCE NO. F791)

#### *Licence to Farm Fish under section 53 of the Fisheries Act 1982*

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species'), the Minister for Primary Industries ('the Minister') hereby grants to:

Daryl Ormsby (12225)  
3 North Terrace  
Penong, S.A. 5690

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('the term') subject to the following terms and conditions.

#### CONDITIONS OF THIS LICENCE

##### 1. Licence

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

##### 2. Marked-off Areas

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

##### 3. Permitted Species

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

##### 4. Permitted Use

The licensee must not use the site for any purpose other than the permitted use.

##### 5. Permitted Methods

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;
- 5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;
- 5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.
- 5.5 must conduct an environmental monitoring program as set out in Schedule 5 of this licence.

##### 6. Marking and Maintaining the Site

The licensee:

- 6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;
- 6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;
- 6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and
- 6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

##### 7. Site Inspection and Supervision

The licensee:

- 7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and
- 7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

##### 8. Fees and Returns

The licensee:

- 8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;
- 8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

##### 9. Compliance With Relevant Laws

- 9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;
- 9.2 in particular, without derogating from the general requirement under condition 9 of this licence:
  - 9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and
  - 9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

##### 10. Public Risk Liability

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

#### 11. Release

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

#### 12. Public Risk Insurance

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

#### 13. Guarantee or Indemnity Scheme

The licensee must either:

- 13.1 provide a guarantee from its bankers; or
- 13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

#### 14. No Assignment

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

#### 15. Default by Licensee and Termination

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

- 15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or
- 15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or
- 15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or
- 15.4 if the licensee is a body corporate, any of the following occur:
  - 15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;
  - 15.4.2 an order is made for the winding up or liquidation of the licensee;
  - 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or

other form of composition with its creditors or any class of its creditors;

- 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
- 15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or
- 15.5 if the licensee is an individual, the licensee:
  - 15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or
  - 15.5.2 is convicted of an indictable offence.

Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

#### 16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

#### 17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

#### 18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

#### 19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

## 20. Waiver

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.
- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

## 21. Notices

- 21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
- 21.1.1 in writing addressed to the Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);
- 21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
- 21.1.3 deemed to be duly served or made in the following circumstances:
- (a) if delivered, upon delivery;
- (b) if sending by mail, upon posting;
- (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,
- but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.
- 21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

## 22. SASQAP

- 22.1 The licensee:
- 22.1.1 must submit to the Manager, South Australian Shellfish Quality Assurance Program ('SASQAP') for testing such sample as the Manager, SASQAP requires of the fish farmed at the site and specified in Item 1.1 of Schedule 2;
- 22.1.2 must comply with all reasonable requirements of the Manager, SASQAP in relation to such testing; and
- 22.1.3 must obtain the written consent of the Manager, SASQAP, prior to making any of the fish farmed at the site and specified in Item 1.1 of Schedule 2, available for human consumption.

Granted by the General Manager Aquaculture, delegate of the Minister, on 1 September 2000.

I. NIGHTINGALE, General Manager Aquaculture

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

Signed by the said D. ORMSBY

In the presence of: B. J. DARBY, Witness

## SCHEDULE 1

## Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
310850E 6447470N	10
311010E 6447270N	
310700E 6447020N	
310550E 6447200N	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
- (2) Posts to be not less than 125 mm in diameter.
- (3) Posts and crosses to be painted yellow.
- (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
- (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
- (6) All buoys, posts, crosses and markers must be maintained in good condition.
- or
- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
- (2) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
- (3) All buoys, posts, crosses and markers must be maintained in good condition.

*When the site is in navigable water and a possible danger to navigation, lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.*

## Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

## SCHEDULE 2

Item 1 ~~3/4~~ Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Blue Mussels (*Mytilus edulis*)

## Item 1.1—Fish subject to SASQAP testing

Blue Mussels (*Mytilus edulis*)

Item 2 ~~3/4~~ Permitted Farming Methods

## Longlines

Each unit must not exceed 100 m in length and 2 m in width, and each unit must be at least 6 m from any other unit.

*Item 3 Stocking Rates*

*Mussels*

Size (mm)	Number per Hectare
3	30 000 000
10	20 000 000
20	16 000 000
30	13 000 000
40	6 000 000
50	4 000 000
60	2 000 000
70	1 500 000
80	1 000 000
90	750 000
100	500 000

SCHEDULE 3

*Item 1—Fees*

Annual licence fees are:

	\$
FRDC Levy per hectare 10 at \$3.50 each.....	35.00
Base Licence Fee per hectare 10 at \$75 each.....	750.00
<b>Total Annual Licence Fee .....</b>	<b>785.00</b>
Quarterly Instalments.....	196.25

*Item 2—Public Risk Insurance*

Five million dollars (\$5 000 000).

SCHEDULE 4

*Returns*

The licensee must submit the following information to the Minister, c/o Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.

SCHEDULE 5

*Approved Environmental Monitoring Program*

An Environmental Monitoring Program for the site must comply with the general requirements for environmental monitoring specified in the Decision Notification Form issued for the site under Regulation 42 of the Development Regulations 1993.

An Environmental Monitoring Program for the Site must comply with Schedule 10 of the Environment Protection (Marine) Policy 1994.

The licensee must submit a draft Environmental Monitoring Program in writing to the General Manager Aquaculture within 60 days after the grant of the licence by the Minister.

FISHERIES ACT 1982

MARINE MOLLUSC FARMING LICENCE FM00347

*Licence to Farm Fish under section 53 of the Fisheries Act 1982*

WHEREAS the Director of Fisheries has, pursuant to section 50 (2) of the Fisheries Act 1982 ('the Act'), issued a permit to the undermentioned licensee to release the fish specified in Item 1 of Schedule 2 of this licence ('the permitted species'), the Minister for Primary Industries ('the Minister') hereby grants to:

- M. D. & R. A. Lowe Pty Ltd (12138)
- Andre J. Seidl (19777)
- Gary Seidl (13008)
- Ian C. Hart (12166)
- Leon K. Stott (13009)
- Theo Eleftheriou (13093)
- Christine M. Stott (19776)
- Debra Eleftheriou (12168)
- Jacqueline Hart (18462)
- Lot 19 Denial Bay Road
- Ceduna, S.A. 5690

a non-exclusive licence to occupy and use the waters specified in Item 1 of Schedule 1 of this licence ('the site') for the purpose of farming and taking the permitted species ('the permitted use') for the period commencing on 1 July 2000 and ending, subject to any earlier termination under this licence, on 30 June 2001 ('the term') subject to the following terms and conditions.

CONDITIONS OF THIS LICENCE

1. *Licence*

The parties acknowledge and agree that:

- 1.1 the rights, powers and privileges granted to or vested in the licensee under this licence are contractual only and shall not create or vest in the licensee any estate, interest or right of a proprietary nature in the site; and
- 1.2 that, subject to section 53A of the Fisheries Act 1982, this licence does not entitle the licensee to exclusive rights of entry to and occupation of the site and that the rights granted by this licence are exercisable by the licensee in common with any other occupiers of the site from time to time.

2. *Marked-off Areas*

For the purposes of section 53A of the Fisheries Act 1982, the marked-off areas within the site is that area or those areas marked-off or indicated in the manner set out in Item 2 of Schedule 1 of this licence.

3. *Permitted Species*

The licensee:

- 3.1 must not farm or introduce any species at the site other than the permitted species; and
- 3.2 must not take any wild fish from the site except for recreational purposes.

4. *Permitted Use*

The licensee must not use the site for any purpose other than the permitted use.

5. *Permitted Methods*

The licensee:

- 5.1 must not stock the permitted species at a rate greater than that specified in Schedule 2 of this licence;
- 5.2 must not use the anti-fouling chemical tributyltin (TBT) on any equipment used at the site;

5.3 must not use any chemical or drug for either therapeutic or prophylactic purpose except with the prior approval of the Minister;

5.4 must apply the permitted farming methods set out in Item 2 of Schedule 2 of this licence.

#### 6. *Marking and Maintaining the Site*

The licensee:

6.1 must ensure that the site is maintained in a good, tidy and safe condition to the satisfaction of the Minister;

6.2 must remove and lawfully dispose of any waste or debris on the site as soon as is reasonably practicable and in particular must comply with any guidelines issued from time to time by the Minister in relation to the removal from the site of any unhealthy or dead fish;

6.3 must maintain all buoys, crosses, and markers on the site in good condition and in accordance with the colours specified in Schedule 1 of this licence; and

6.4 must mark the site boundary in accordance with the specifications in Schedule 1 of this licence.

#### 7. *Site Inspection and Supervision*

The licensee:

7.1 must at all times permit the Minister, his employees, agents or contractors or any employees, agents or contractors of the Crown to enter the site for the purposes of inspecting the site, the sea floor and the flora and fauna on or in the vicinity of the site; and

7.2 must comply with all reasonable directions of any such person authorised by the Director of Fisheries to inspect the conduct of the licensee's activities at the site.

#### 8. *Fees and Returns*

The licensee:

8.1 must pay to the Minister the licence fee in accordance with Item 1 of Schedule 3 of this licence;

8.2 must on or before 31 January and 31 July during the term, submit to the Minister a return supplying all of the information described in Schedule 4 of this licence.

#### 9. *Compliance With Relevant Laws*

9.1 the licensee must at all times comply with all laws, by-laws or regulations in force which relate to the site or the activities conducted in the site and with all notices, orders or requirements lawfully given or made by any authority or authorities in respect of the site;

9.2 in particular, without derogating from the general requirement under condition 9 of this licence:

9.2.1 the licensee must not do or permit to be done in upon or about the site anything which in the opinion of the Minister would cause or contribute to the degradation or pollution of any coastal land or the surrounding marine environment; and

9.2.2 in the event that the Minister is satisfied, on reasonable grounds, that the fish taken from the waters are not fit for human consumption or that consumption of fish taken from the waters could present a danger to the health of the consumer, the licensee must, in accordance with a written notice from the Minister, cease or suspend the conduct of the permitted use or else conduct the permitted use as directed within the notice.

#### 10. *Public Risk Liability*

The licensee must at all times indemnify the Minister, his officers, employees, contractors and agents from and against all claims, demands, actions, judgments, proceedings, damages, losses, costs, charges and expenses in respect of any loss of life, personal injury and/or damage to property caused or suffered in any manner in or about the site.

#### 11. *Release*

The licensee must use and keep the site at the risk in all things of the licensee and the licensee must release to the full extent permitted by law the Minister, his agents, contractors and servants in the absence of any wilful act, omission, default or neglect on their part from all claims and demands of every kind resulting from any accident damage or injury to persons or property occurring at the site, including loss or damage to the licensee's fixtures or personal property of the licensee.

#### 12. *Public Risk Insurance*

The licensee shall at its own cost and expense during the term effect and keep in full force and effect in respect of the site and the permitted use a policy of public risk insurance in the joint names of the licensee and the Minister in which the limits of public risk shall not be less than the amount specified in Item 2 of Schedule 3 of this licence, or such further amount as the Minister may from time to time reasonably require, as the amount which may be paid out in respect of any one single claim and a policy of insurance or copy thereof or a certificate of insurance shall be produced by the licensee to the Minister on request in writing being made by the Minister for its production.

#### 13. *Guarantee or Indemnity Scheme*

The licensee must either:

13.1 provide a guarantee from its bankers; or

13.2 contribute to an indemnity scheme established for the aquaculture and fisheries industry and approved by the Minister,

to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the licensee of the terms and conditions of this licence and in particular the obligations of the licensee to rehabilitate the site immediately prior to the expiration or sooner determination of the term of this licence. Such guarantee or indemnity scheme must have effect from the date of commencement of the term.

#### 14. *No Assignment*

The licensee acknowledges that this licence is personal and it must not assign or sublet or deal in any other way with any interest in this licence.

#### 15. *Default by Licensee and Termination*

The Minister may terminate this licence immediately by notice in writing served on the licensee if:

15.1 the licensee commits or permits any breach or default of the obligations imposed on the licensee by this licence, and following the giving by the Minister of written notice of such breach or default, the licensee either fails to rectify such breach or default within one calendar month of the date of such notice (or earlier if the circumstances require) or fails to make diligent progress towards rectifying any such breach which is incapable of rectification within the time so limited; or

15.2 the licensee commits or permits any further breach or default of the obligations imposed on the licensee by this licence for which the Minister has previously given notice in writing of such breach or default pursuant to paragraph 1 of condition 15.1 notwithstanding rectification of the previous breach or default; or

15.3 the licence fee referred to in condition 8 is unpaid for a period of 14 days after notice has been given to the licensee that it is outstanding; or

15.4 if the licensee is a body corporate, any of the following occur:

15.4.1 the licensee is unable to pay its debts as and when they fall due or is otherwise insolvent;

15.4.2 an order is made for the winding up or liquidation of the licensee;

- 15.4.3 the licensee enters into a scheme of arrangement, compromise, moratorium or other form of composition with its creditors or any class of its creditors;
- 15.4.4 a receiver, a manager or a receiver and manager, a company administrator or other insolvency administrator is appointed to the licensee; or
- 15.4.5 a mortgagee, chargee or other encumbrancee is appointed over or takes possession of or appoints an agent to take possession of all or any of the licensee's assets; or
- 15.5 if the licensee is an individual, the licensee:
- 15.5.1 becomes bankrupt or assigns its estate or enters into a deed of arrangement or other form of composition for the benefit of the licensee's creditors; or
- 15.5.2 is convicted of an indictable offence.
- Termination of this licence by the Minister shall be without prejudice to any rights, remedies or actions that the Minister may have against the licensee in respect of any antecedent breach by the licensee of the terms and conditions contained in this licence.

#### 16. Interpretation

Subject to any inconsistency of subject or context, the following rules of construction shall be used in the interpretation of this licence:

- 16.1 any word importing the plural includes the singular and *vice versa*;
- 16.2 any wording importing a gender shall include all other genders;
- 16.3 a reference to a body corporate shall include a natural person and *vice versa*;
- 16.4 a reference to a recital, party, clause, Schedule or Annexure is a reference to a recital, party, clause, Schedule or Annexure of this licence;
- 16.5 the captions, headings, section numbers and clause numbers appearing in this licence are inserted only as a matter of convenience and in no way affect the construction of this licence;
- 16.6 a reference to a statute shall include all statutes amending, consolidating or replacing the statutes referred to;
- 16.7 where two or more persons are named as licensees, this licence shall bind the licensees jointly and each of them severally; and
- 16.8 time is of the essence in respect of any obligation relating to time in this licence.

#### 17. Delegation

Any consent, notice, any consultation or any other thing which is pursuant to the terms of this licence either required to be given, done or performed or which may be given, done or performed by the Minister may for the purposes of this licence be properly given, done or performed by any duly authorised agent or employee of the Minister.

#### 18. Severance

If any term or condition of this licence should be for any reason unlawful, void, invalid or unenforceable then the offending term or condition shall be severed from this licence without affecting the validity or enforceability of the remainder of this licence.

#### 19. Modification

No variation of or addition to any provision of this licence shall be binding upon the Minister and the licensee unless such variation or addition is made in writing, signed by both the Minister and the licensee and expressed to be either supplemental to or in substitution for the whole or a part of this licence.

#### 20. Waiver

- 20.1 A waiver of any provision of this licence by the Minister must both be in writing and be signed by the Minister or by persons duly authorised to execute such a document on the Minister's part.
- 20.2 No waiver by the Minister of a breach of a term or condition contained in this licence shall operate as a waiver of any breach of the same or any other term or condition contained in this licence.
- 20.3 No forbearance, delay or indulgence by the Minister in enforcing the provisions of this licence shall prejudice or restrict the rights of the Minister.

#### 21. Notices

- 21.1 Notices may be served by delivering the same personally, by mail or facsimile transmission and shall be:
- 21.1.1 in writing addressed to the Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 (in the case of the Minister) and to the address of the licensee set out above (in the case of the licensee);
- 21.1.2 signed by or on behalf of the sender or by a person duly authorised in that regard by the sender;
- 21.1.3 deemed to be duly served or made in the following circumstances:
- (a) if delivered, upon delivery;
- (b) if sending by mail, upon posting;
- (c) if sent by facsimile transmission, upon the sender's facsimile producing a transmission report that the facsimile was satisfactorily sent in its entirety to the addressee's facsimile number,
- but if delivery is not made before 5 p.m. on any day it shall be deemed to be received at 9 a.m. on the next day in that place.
- 21.2 The Minister and the licensee may each vary their address or facsimile number at any time by written notice.

#### 22. SASQAP

- 22.1 The licensee:
- 22.1.1 must submit to the Manager, South Australian Shellfish Quality Assurance Program ('SASQAP') for testing such sample as the Manager, SASQAP requires of the fish farmed at the site and specified in Item 1.1 of Schedule 2;
- 22.1.2 must comply with all reasonable requirements of the Manager, SASQAP in relation to such testing; and
- 22.1.3 must obtain the written consent of the Manager, SASQAP, prior to making any of the fish farmed at the site and specified in Item 1.1 of Schedule 2, available for human consumption.

Granted by the General Manager Aquaculture, delegate of the Minister, on 1 September 2000.

I. NIGHTINGALE, General Manager Aquaculture

The licensee hereby acknowledges and agrees to the terms and conditions of this licence.

Signed by the said T. ELEFTHERIOU

SCHEDULE 1

Item 1—The Site

Area applicable to this licence:

Licensed Area	Licensed Hectares
AGD 66—Zone 53	
373776E 6430486N	2
373976E 6430486N	
373976E 6430386N	
373776E 6430386N	

All structures, equipment, buoys and flotations (except for that required by the Department for Transport, Urban Planning and the Arts) must be black, dark grey, dark blue, dark brown, or dark green coloured materials.

The boundary of the site to be marked either with:

- (a) (1) At the corners with posts extending 900 mm above mean high water springs. Such posts to be marked with a St Andrews cross, each cross arm measuring 900 mm from tip to tip, minimum width 75 mm.
  - (2) Posts to be not less than 125 mm in diameter.
  - (3) Posts and crosses to be painted yellow.
  - (4) The ends of each cross to be marked with a 200 mm strip of yellow retro-reflective tape.
  - (5) Between the corner posts at intervals not exceeding 50 m, buoys not less than 300 mm in diameter.
  - (6) All buoys, posts, crosses and markers must be maintained in good condition.
- or
- (b) (1) At each corner, yellow spar buoys with a St Andrews cross as a top mark placed at least 900 mm above the buoy, cross arms 900 mm long x 75 mm wide.
  - (2) The buoys and topmarks must all be coloured yellow and marked with a yellow retro-reflective as in (a) (4).
  - (3) All buoys, posts, crosses and markers must be maintained in good condition.

When the site is in navigable water and a possible danger to navigation, lights must be placed on the top of each St Andrews cross that is located at each corner of the site and these lights must be yellow in colour and flashing once every 4 seconds and visible over an arc of 360 degrees for a distance of at least one mile.

Item 2—Marked-Off Areas

[Co-ordinates of developed areas within the site to be provided by the licensee.]

White buoys of at least 12 inches in diameter must be placed around the whole of the perimeter of the developed areas within the site at a distance of no less than 50 m from one another.

SCHEDULE 2

Item 1—Permitted Species

The Director of Fisheries has, pursuant to section 50 (2) of the Act, issued a permit for the release of the fish specified in this Schedule.

Pacific Oysters (*Crassostrea gigas*)

Item 1.1—Fish subject to SASQAP testing

Pacific Oysters (*Crassostrea gigas*)

Item 2—Permitted Farming Methods

BST Longlines

Each structure must comply with the construction requirements specified in the Decision Notification Form issued for the site under Regulation 42 of the Development Regulation Act 1993.

Item 3—Stocking Rates

Oysters

Size (mm)	Number per Hectare
3	2 500 000
10	1 600 000
20	1 100 000
30	750 000
40	500 000
50	350 000
60	200 000
70	150 000
80	100 000

SCHEDULE 3

Item 1—Fees

Annual licence fees are:

	\$
FRDC Levy per hectare 2 at \$9.50 each.....	19.00
EMP Fee per hectare 2 at \$17.70 each.....	35.40
Base Licence Fee per hectare 2 at \$66 each.....	132.00
<b>Total Annual Licence Fee.....</b>	<b>186.40</b>
Quarterly Instalments.....	46.60

Item 2—Public Risk Insurance

Five million dollars (\$5 000 000).

SCHEDULE 4

Returns

The licensee must submit the following information to the Minister, c/o Director of Fisheries, PIRSA, 16th Floor, 25 Grenfell Street, Adelaide, S.A. 5000 on or before 31 January and 31 July during the term of this licence:

1. Name of licensee.
2. Address of licensee.
3. Species of fish farmed and held on the site.
4. Location of aquaculture operation.
5. Period covered by return.
6. Number of life stage of each species of fish held.
7. Number, weight and value of each species of fish held.
8. Details of any disease detected in any fish kept.
9. Source (whether interstate or intrastate) of any stock acquired and date of acquisition (if relevant, include name of authority that provided certification that stock was free from disease).
10. If any fish were brought into the state, the number of fish and the life stage of the fish.
11. If fish were brought into the state, the purpose for which they were brought in.
12. Method of disposal of water and packaging use for transporting the fish.
13. If any disease or symptom of disease occurred in the acquired fish.
14. Method of disposal of diseased or dead fish and the number disposed of.
15. Signature, date and telephone number.
16. Use of any chemicals for fish husbandry—type of chemical and quantity used, purpose and date of use.