

# PERMIT TO ENTER



Western Sydney Parklands

Between the Western Sydney Parklands Trust (the Trust)  
(LAND OWNER)  
and

---

(ENTRANT)

DEED made the day of ,

over land at / known as:

<b>Address</b>	<b>Western Sydney Parklands</b>
<b>Certificate of Title</b>	

<b>LAND OWNER</b> Western Sydney Parklands Trust PO Box 3064 PARRAMATTA NSW 2124 ABN: 85 202 544 800		
<b>Operations Matters</b> Dave Brodie Senior Program Officer, Operations and Asset PH: (02) 9895 7519 E: <a href="mailto:david.brodie@wspt.nsw.gov.au">david.brodie@wspt.nsw.gov.au</a>	<b>Property / Leasing Matters</b> Tara Leotta Leasing & Property Officer, PH (02) 9895 7534 <a href="mailto:tara.leotta@wspt.nsw.gov.au">tara.leotta@wspt.nsw.gov.au</a>	<b>Visitor Services / Staff &amp; Security – After Hours</b> Duty Ranger – 0419 122 763 For EMERGENCY purposes only. Operates 8:30am – 4:30pm Saturday, Sunday & P/H. Security – 1300 133 456
<b>ENTRANT</b>		
Company Name:		
ABN:		
Contact Persons Name:		
Contact Persons Position:		
PH:		
Mobile		
Email:		

<p><b>Land Area Description</b> <i>Provide address and DP of area/s of work</i></p>	
<p><b>Period of Access</b> From [ day/ month /year ]</p>	
	<p>To [day/ month /year ]</p>
<p><b>Permitted Purpose</b> <i>Provide summary of what entry is required.</i></p>	
<p><b>Permitted Works</b> <i>Provide thorough description of the works to be undertaken</i> <i>Attach additional details if required</i></p>	
<p><b>Insurance</b> <i>Attach current insurance certificates for each policy</i></p>	<p>Public Liability Insurance <b>Mandatory \$20 Million:</b> Contractor's All Risk (CAR) Insurance: Worker's Compensation Insurance:</p>
<p><b>Mandatory Documents</b> <i>Note if attached</i></p>	<p>Description of Works Maps, Plans and Drawings Safe Work Method Statements</p>
<p><b>Project Dependant Documents</b> <i>Note if attached</i></p>	<p>Detailed Program of Work Detailed Schedule of Tasks Site Specific Safety (WHS) Plan Environmental Management Plan Review of Environmental Factors Risk Assessment Plan Emergency Response Procedure Communications Procedure Vehicle Access Permit</p>
<p><b>Administration and Access Fee:</b></p>	<p>Fee: \$ [ tbc ]</p>
<p><b>Bond and Other Fees:</b> <i>To be advised by the Trust on submission of application.</i></p>	<p>Bond: \$ [ tbc ] Type: \$ [ tbc ]</p>

# Deed between Western Sydney Parklands Trust (“the Land Owner”) and

## the party described below in this document as “Entrant” (“Entrant”)

### Background

The Land Owner has agreed at the request of the Entrant to allow the Entrant to have access to the licensed area specified in the Schedule for the permitted purpose specified in the Schedule, on the terms set out in this document.

### Operative Part

#### 1. Access, Access Period & Permitted Use

The Land Owner grants to the Entrant the right to have access to the licensed area for the period specified in the Schedule but solely for the permitted purpose specified in the Schedule.

#### 2. Access Fee

The Entrant must pay to the Land Owner the access fee or any other fee provided for in the Schedule A, in the manner specified in Schedule A.

#### 3. Licence

The licence granted under this document is personal to the Entrant. Nothing in this document confers on the Entrant any rights as tenant of the licensed area or creates the relationship of landlord and tenant between the parties.

#### 4. Permitted Works

The Entrant may carry out the works specified in Schedule A and as set out in documents attached or referred to in an approved Permit to Enter. The Entrant must not carry out any other works in relation to the Land.

Damage to Trust land and any items therein including paved surfaces, grasslands, garden beds or park infrastructure must not occur.

If any damage does occur, Western Sydney Parklands Trust will restore the site to a condition acceptable to the Trust. All restoration works will be at a cost to Entrant.

#### 5. Fire Awareness and Safety

The Entrant must be aware of fire safety issues while in the parklands particularly in regard to bushfires.

All entrants must carry a fire extinguisher in the vehicle at all times when they are within the park boundaries.

All hot works (such as grinding or welding) must have approval from WSPT prior to commencement.

All hot works are prohibited on total fire ban days.

Depending on the type of access or work being undertaken, entry may be prohibited during total fire ban days. If this is the case it will be nominated as a special condition to the Permit to Enter.

#### 6. Work Health and Safety

The Entrant must carry out all necessary tasks, risk assessments, document preparation, training, induction, consultation and management of Work Health and Safety in accordance with their responsibilities within the Work Health and Safety Act 2011 and Work Health and Safety Regulation 2011. The Entrant must initiate appropriate consultation with the Land Owner or other parties where such consultation is deemed necessary by the Entrant to manage Work Health and Safety issues adequately.

#### 7. Vehicles and Entry Points

All vehicles travelling on or over the land are to do so in a safe manner suitable for the conditions and not exceed 30 km per hour.

Vehicles fitted with flashing lights are to have them activated whilst moving. Vehicles not fitted with flashing lights are to activate 'hazard lights' whilst moving.

Vehicles must remain on designated roads and tracks, any access off road must be approved as a special condition to the entry permit. Vehicles are not permitted to park on the grass in recreational areas at any time. Apart from vehicles that are essential to the Works, no other vehicles may be parked on the site. All vehicles must be parked in accordance with parking regulations of the park.

This Permit to Enter does not allow the Entrant to interfere with or obstruct access to and from existing parkland entry points for pedestrian, cycle or vehicular traffic.

Approval is required to access the Park for vehicles in excess of 3 tonnes tare weight or in excess of 4m height.

#### 8. Pedestrian and cyclists

Pedestrians and cyclists have right of way at all times.

If interference to pedestrian or cycle access will occur during the carrying out of the works detailed in the Schedule A attached or referred to herein, the Entrant is to advise the Land Owner and manage the access conditions to ensure access is safe, fit for purpose and continuous.

#### 9. Keys

If made available, any keys / locks issued for access are to be returned to the Land Owner at their Offices in Parramatta, no later than 1 working day after the expiration of the Period of Access.

#### 10. Security, Gates & Fences

All gates and locks are to be secured at all times and if appropriate, sign posted to indicate that public access is denied.

If means of access to or egress from the licensed area are specified on a plan attached to this document, then the Entrant may only enter and leave the licensed area as specified on that plan.

The Entrant must take reasonable steps to prevent vandalism and dumping on the licensed area. The Entrant must not remove damage or cut through any fencing unless approved as part of the Permit to Enter.

If damage does occur then the Entrant is to restore any fencing damaged by it or its officers, employees, contractors or agents to the satisfaction of the Land Owner at the Entrants cost.

#### 11. Services

The Entrant shall take every precaution necessary to secure from damage all existing assets and services in, or adjacent to, the Site. Services will remain live during the Works and suitable controls are required to be implemented by the Entrant prior to commencement of Works to reduce the associated risks in locating, exposing and managing live services. Controls are required to meet the requirements of Part 6.3 - Division 3 of the *WHS Regulations 2011* and are to include, but are not limited to:

- Receiving of up to date drawings and surveys from the Trust and Authorities;
- Dial Before You Dig;

- Permit to dig procedures;
- Hand digging near live services;
- Electronic services scan; and
- Providing permanent support for existing services if trenching or excavation crosses the line of the service.

Advice and drawings provided by the Trust does not reduce the Entrant's responsibility to locate services.

The Entrant shall notify the Trust's Representative immediately upon the discovery of services obstructing the Works. The appropriate Authority shall also be contacted by the Entrant if the service is not shown on the underground location plans obtained from the Authority, or if they are shown at an incorrect location or depth. The obstructing service may need to be diverted, relocated, removed or abandoned, depending on whether it is live or disconnected. If the existing service is to be abandoned, the Entrant is to remove redundant material, cap and make safe.

The Entrant shall liaise with the Trust Representative and the appropriate Authority to determine treatment of services. The removal, diversion, or relaying of services shall be performed by Authorities, unless the Entrant is directed by the Land Owners Representative that the work be performed by them under the supervision and to the satisfaction of the Authority. Existing services may not be used as temporary services for the performance of the Works unless approved by the Trusts Representative and relevant Authorities.

Any services affected by works carried out by the Entrant are to be restored and / or made good, to the satisfaction of the service agencies concerned and to the satisfaction of the Land Owner.

#### 12. Ground Disturbance

The Entrant must take reasonable steps to avoid causing any damage to the ground surface, other than damage reasonably required for the purpose of carrying out works permitted under this document, and must take reasonable steps to avoid or control erosion and must restore the ground surface on completion of relevant works to the satisfaction of the Land Owner.

The Entrant may need to vary planned entry dates to avoid conditions where wet

or moist soil or track conditions will result in damage to surfaces, whether repairable or not.

Where truck and other vehicle movements are involved on or over the land, remediation of ground and vegetation to pre-existing condition/s is required and a remediation plan is to be prepared and submitted for approval by the Land Owner, prior to implementation of remediation.

Remediation is to be carried out to the satisfaction of the Land Owner and likely remediation actions include aeration, top dressing and hydro-seeding with native grass species. The Land owner will provide contact details for preferred native grass seed suppliers.

Where truck and other vehicles are also involved, wash down of all vehicles, machinery and tools is to occur prior to bringing such plant onto or over the land each day to minimise the likelihood of transference of soil borne disease pathogens and weed seeds.

The Entrant must gain approval where import of material is necessary to provide a stable access point to the land. The material must be placed on geotechnical cloth or similar to provide a barrier between the material and soils to minimise incorporation of the material into existing soil profile.

Upon completion of the works, the Entrant is to notify the Land Owner that the works are complete and to make arrangements for a joint inspection to be carried out to determine the need for and/or type of remediation works and other actions required by the Land Owner.

### **13. Land Owner Representative Access**

The Entrant is required to provide safe access to the licenced area for the Land Owners Representative, Authority Representatives and other authorised persons as notified to the Entrant by the Land Owners Representative.

### **14. Reinstatement and Repair of Damage to Property and Services**

The Entrant shall take all due care to avoid damage and to protect existing assets (Refer also to Tree Protection). The Entrant is to immediately rectify any damage to property within or adjacent to the Site including roadways, footpaths, drains, services, assets, trees or infrastructure.

All damage caused in the execution of works shall be repaired immediately and the Entrant shall arrange for the necessary repairs to be executed at their expense, and to the satisfaction of the Land Owner's Representative and/or relevant Authority. The Entrant must clean and repair damage caused by the Work and restore the licenced area and surrounds to original condition.

Should any service be damaged the Entrant shall immediately:

- Notify the Land Owner's Representative of the damage to the service and arrange for turning off of the supply;
- Arrange repair of the service by a properly qualified and licensed contractor. All associated costs of the repairs shall be at the Entrant's expense; and
- Provide temporary services whilst repairs are carried out.

### **15. Waste Management and Clean up**

The Entrant must maintain the work site in a clean and tidy condition with all waste materials stored in an appropriate receptacle. Upon completion of works and vacating the land, the Entrant must leave the licenced area in a clean and tidy condition and remove any rubbish or debris.

The [Protection of the Environment Operations Act 1997](#) (POEO Act) provides a tiered range of illegal dumping offence provisions/fines. They are:

- \$750 on-the-spot fine for individuals for illegal dumping up to a maximum of \$1500
- \$1500 on-the-spot fines for corporations for illegal dumping up to a maximum of \$5000

The entrant must repair the site to its pre-existing condition prior to the commencement of works. Any damage to park asset, and structures need to properly repaired to the requirements of Trust's officers at the Entrants cost.

### **16. Tree Protection**

Before the commencement of Works, a Tree Protection Zone/s (TPZ) must be established around all tree/s to be retained within the site boundary. Tree protection must be maintained in accordance with the AS 4970-2009: Protection of Trees on

Development Sites. The tree protection measures and zones offered by the Entrant must be approved by the Land Owners Representative prior to works commencing.

Each TPZ must have:

- Mulch installed and maintained to a depth of 75mm for the duration of Works; and

The following works shall be excluded from within any TPZ:

- Soil cut or fill including excavation and trenching;
- Soil cultivation, disturbance or compaction;
- Stockpiling or storage of bulk materials including soil, gravel, sand or similar materials;
- The movement and storage of plant, equipment and vehicles;
- The disposal of any toxic liquids including paint, solvents, cement slurry, fuel and oil;
- The disposal or storage of building materials;
- The erection of site offices or sheds; and
- Any action likely to the impact on tree health or structure.

The Entrant shall be responsible for notifying the Land Owners Representative prior to any Works within the Tree Protection Zone of any tree. The Entrant must obtain written approval from the Land Owners Representative prior to the removal or pruning of any tree.

Approval must be obtained from the Land Owners Representative before cutting any roots >50mm diameter. All roots to be cut are to be cut by hand and covered with topsoil, hessian or similar biodegradable matter to buffer drying and cement contamination. If, in the Land Owners Representative's opinion, the Entrant has cut the roots to the detriment of the tree, the Entrant will be required to replace the damaged tree with a new 500Lt tree approved by the Land Owners Representative.

A penalty of \$15,000 shall apply in the event that:

- The Entrant is responsible for the damage or removal of any existing trees;

- The Entrant is responsible for unauthorised root system damage or removal; and/or
- The Entrant fails to notify the Land Owners Representative of uncovered root systems.

#### **17. Vegetation**

The Entrant must not remove, disturb, damage or undertake any pruning of vegetation (including trees, shrubs, grasses or groundcovers) except with the prior written approval of the Land Owner.

#### **18. Use of chemicals and toxic materials**

No toxic materials are to be carried, stored or used on site without the prior written approval of the Land Owner.

The adjacent land is not to be sprayed with any chemical substance that may damage the environmental or vegetative quality of the site.

The Entrant shall advise the Land Owner within 24 hours of any pollution incident occurring on site or of any suspected ground or water contamination.

#### **19. Release**

The Entrant accesses and uses the licensed area solely at its own risk. To the extent permitted by law, the Entrant releases the Land Owner, the NSW State Government and their officers, employees, contractors and agents from any claims, actions, damages, losses, liabilities, costs or expenses that the Entrant suffers or incurs or is liable for, directly or indirectly, in relation to access to or use of the licensed area by the Entrant or its officers, employees, contractors or agents.

#### **20. Indemnity**

The Entrant indemnifies the Land Owner and the NSW State Government and their officers, employees, contractors and agents against any claims, actions, damages, losses, liabilities, costs or expenses which they may suffer or incur, directly or indirectly, in relation to access to or use of the licensed area by the Entrant or its officers, employees, contractors or agents.

#### **21. Insurance**

Prior to accessing the land the Entrant must provide a certificate of currency of public liability insurance policy which notes the interest of the Land Owner as landowner for an amount not less than the amount specified in *Schedule A*. The Entrant may also be requested by the Land Owner to procure other relevant insurance(s) which notes the interest of the

Land Owner as landowner for an amount not less than the amount specified in the Schedule A, and must provide evidence acceptable to the Land Owner of such insurance. All insurances must be procured at the cost of the Entrant.

**22. Documents**

The Entrant may be requested to prepare and submit for assessment and approval by the Land Owner, whose approval shall be final and binding, various documents that clearly support the Permit to Enter request, as specified in the Schedule. The Land Owner reserves the right to request or make changes to the documents, as part of the approval process, in order to maintain consistency with the Land Owner Plan of Management and Operations Programs. All documents (and including all requested changes to the documents) shall be at the cost of the Entrant. The Entrant must comply with the provisions of any such documents.

**23. Costs/ Fees and Bond**

The Entrant must pay or reimburse the Land Owner all costs and expenses incurred in connection with preparation of this document as outlined in Schedule A.

Depending on the type of works the Trust may request a bond be submitted for the duration of the Permit to Enter. The bond will be returned at the completion of works following an inspection from a Trust representative that there has been no damage to the park and that the site has been returned to its pre-existing condition.

**24. Notice of commencement**

Where commencement of works will not be within one week of commencement of the period of approved entry, the Entrant is to advise the Land Owner five (5) working days prior to commencement of on-site preparatory or actual works.

**25. Default**

If the Entrant breaches any of the provisions of this document or special conditions, the Land Owner may terminate this Permit to Enter access by notice in writing to the Entrant.

Any cost associated with the default of this agreement will be at the Entrants expense. This includes the enforcement, protection, waiver or attempted enforcement, protection or waiver of any right under this document by the Land Owner, including all legal expenses on a full indemnity basis, administration costs of the Land Owner and expenses incurred in engaging consultants.

**Project Specific Conditions:**

*To be advised by the Trust on submission of application.*

**EXECUTED AS A DEED:**

**The Authorised Officer(s) of Entrant**

Print Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

Witnessed by: \_\_\_\_\_

Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_

**The Authorised Officer(s) of Land Owner**

Print Name: \_\_\_\_\_

Position: \_\_\_\_\_

Signed: \_\_\_\_\_

Dated: \_\_\_\_\_

Witnessed by: \_\_\_\_\_

Print Name: \_\_\_\_\_

Dated: \_\_\_\_\_