



BEE SITE LICENCE

LAND ACT 1958
Section 142

THIS LICENCE is for the **occupation** of Crown land for the purpose of keeping a **BEE SITE** and commences on the date set out in the attached Schedule for a period of not more than **ten (10) years**.

At the request of the Licensee and in consideration of the payment of the scheduled fee and the conditions contained in this licence, the Licensor, **hereby licences** the Licensee to occupy the Crown land described in the Schedule for the purpose of keeping a bee site.

This licence is subject to the provisions of the applicable Act and Regulations made thereunder, the licence conditions attached and other Special Conditions set out in the Schedule.

.....
Licensor or Authorised person

The Licensee hereby agrees that payment of the Licence Fee, shown in Item 8 of the Schedule, by the Licensee shall constitute acceptance by the Licensee of this licence and shall constitute an undertaking by the Licensee that the Licensee shall comply with the terms and conditions of this licence.

NOTE:

| | |
|----------|---|
| 1 | <i>This licence is not valid until payment of the Licence Fee shown in Item 8 of the Schedule is received by the Department of Environment, Land, Water and Planning.</i> |
| 2 | <i>This licence is an important document and should be stored in a secure and safe place. It will be needed if you transfer your interest in the licensed site in accordance with this licence. In the event of loss, a replacement fee will be charged.</i> |

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SCHEDULE

PLAN(S)

LICENCE CONDITIONS

1 **Grant**

The rights conferred by this licence are non-exclusive, do not create or confer upon the Licensee any tenancy or any estate or interest in or over the licensed site or any part of it, and do not comprise or include any rights other than those granted or to which the Licensee is otherwise entitled by law.

2 **Licensee's Obligations (Positive)**

The Licensee **Hereby Covenants** with the Licensor that during the term the Licensee will:-

2.1 **Licence fee**

Duly and punctually pay or cause to be paid the licence fee to the Licensor at the payment address shown in Item 3 of the Schedule or as advised by the Licensor from time to time on the days and in the manner provided in Item 3 of the Schedule without demand, deduction, set-off or abatement.

2.2 **GST**

Duly and punctually pay to the Licensor at the same time and in the same manner as the licence fee is payable to the Licensor (or as otherwise notified to the Licensee by the Licensor) under clause 2.1 above the amount of any GST payable on or in relation to this licence or that becomes payable by the Licensor during the period covered by the fee.

2.3 **Indemnity and Release**

2.3.1 Indemnify the Crown in respect of any claim or liability for property damage and/or injury or death of any person which arises directly or indirectly out of negligence, tort, contract, or breach of a statutory duty by the Licensee or any associated party consequential to the use or occupation of the licensed site, including, but without restricting the generality of the foregoing, the pollution or contamination of land or water, and any costs, charges and expenses incurred in connection therewith.

2.3.2 Release the Crown from any Claim arising from:

2.3.2.1 the overlap of the licensed site with any other site(s) subject to a bee site licence held by a person other than the Licensee;

2.3.2.2 the Licensee's or the Licensee's Associates' entry on or use of the licensed site;

2.3.2.3 death or injury to the Licensee or the Licensee's Associates; and

2.3.2.4 loss of or damage to the property, including bees, of the Licensee or the Licensee's Associates.

2.4 **Public Liability Insurance**

Maintain a public liability insurance policy over the licensed site (providing no less limit of indemnity for any one occurrence during the policy period than the amount shown at Item 15 of the Schedule), which is endorsed (as follows), to note:

'the Crown in the right of the State of Victoria, the Secretary to the Department of Environment, Land, Water and Planning, its servants, agents and employees in respect to providing indemnity for personal injury and/or property damage caused by an occurrence, and/or for breach of Professional duty arising out of the negligent acts, errors or omissions of the Licensee and/or its servants agents and employees. The endorsement and extension to the policy does not extend to negligent acts, errors or omissions of the Crown (and others above mentioned), and is limited to the amount shown in Item 15 of the Schedule for any one occurrence.'

2.5 **Maintenance**

2.5.1 Throughout the term keep the licensed site in good order and condition having regard to the condition of the site at the commencement date;

2.5.2 Remedy every default of which notice is given by the Licensor to the Licensee within a reasonable time specified in the notice but in any event the time specified in the notice will not be less than 14 days; and

2.5.3 On expiry of this licence, return the licensed site to the Licensor in good order and condition and otherwise in accordance with the Licensee's obligations.

2.6 **Fire Protection Works**

Undertake all fire protection works on the licensed site required by law to the satisfaction of the Licensor and the responsible fire authority.

2.7 **Notice of Defects and other matters**

2.7.1 Give the Licensor prompt notice in writing of any accident to or defect in the licensed site and of any circumstances likely to cause any damage risk or hazard to the licensed site or any person on it;

- 2.7.2 Give to the Licensor within 7 days of its receipt by the Licensee a true copy of every notice, proposal or order given, issued or made in respect of the licensed site and full details of the circumstances of it;
- 2.7.3 Without delay take all necessary steps to comply with any notice, proposal or order referred to in paragraph 2.8.2 with which the Licensee is required to comply; and
- 2.7.4 At the request of the Licensor make or join with the Licensor in making such objections or representations against or in respect of any notice, proposal or order referred to in paragraph 2.8.2 as the Licensor deems expedient.

2.8 Compliance with Law

Comply at the Licensee's cost with the provisions of all statutes, regulations, local laws and by-laws relating to the licensed site and all lawful orders or direction made under them, except as otherwise permitted under this licence;

2.9 Arrears and Interest

Pay to the Licensor:-

- 2.9.1 on any moneys payable by the Licensee to the Licensor and outstanding for thirty (30) days or on any judgment for the Licensor in an action arising under the Licence, interest at the penalty rate of interest for the time being made payable under the **Penalty Interest Rates Act 1983** computed from the date the moneys or judgment became payable until all moneys (including interest on them) are paid in full;
- 2.9.2 on demand all the Licensor's legal costs and disbursements payable in respect of or in connection with any transfer of this licence or under-licensing of the licensed site, any surrender of this licence, the giving of any consent by the Licensor or any failure by the Licensee to perform and observe this licence, or any deed or other document executed in connection with this licence.

2.10 Special Conditions

Comply with the Special Conditions (if any) contained in Item 16 of the Schedule.

3 Licensee's Obligations (Negative)

The Licensee **Hereby Covenants** with the Licensor that during the term the Licensee will not -

3.1 Use of Licensed site

Use the licensed site for any purpose other than the specified purpose.

3.2 Create nuisance

Cause or permit to be done anything which constitutes an actionable nuisance, annoyance or disturbance to other persons lawfully entitled to use the licensed site or to use any land in the vicinity or to occupiers of properties adjoining the licensed site.

3.3 Allow rubbish

Permit any rubbish to accumulate on the licensed site.

3.4 Hazardous Chemicals

Keep any hazardous chemicals or materials on the licensed site without the Licensor's written consent which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions.

3.5 Shared Possession

Without first obtaining the written consent of the Licensor, which consent may be given or withheld in the Licensor's absolute discretion, part with or share possession of the licensed site or any part of it.

3.6 Licensor's Entry

3.6.1 Prevent, attempt to prevent or in any other way hinder, obstruct or permit the hindrance or obstruction of the Licensor or the Licensor's employee or agent at any time from entering and remaining on the licensed site either with or without motor vehicles or other equipment for any purpose and in particular, but without restricting the generality of the foregoing, for any of the following purposes:-

- 3.6.1.1 retaking or attempting to retake possession of the licensed site;
- 3.6.1.2 inspection; or
- 3.6.1.3 any other lawful purpose.

3.7 Void insurance

Do or allow anything to be done which might result in any insurances relating to the licensed site becoming void or voidable or which might increase the premium on any insurance.

3.8 Erection of Improvements

3.8.1 Except as provided in sub-clause 3.8.2, the Licensee shall not erect or permit the erection of any improvement on the licensed site without the Licensor's prior written approval, which can be given or withheld at the absolute discretion of the Licensor or be given subject to conditions.

- 3.8.2 Despite sub-clause 3.8.1, the Licensee may erect or permit the erection of a sign for the purposes of identifying the site as a bee site and to provide its contact details.

4 General Conditions

4.1 Termination upon Default

If the Licensor is satisfied, after giving the Licensee a reasonable opportunity to be heard, that the licensee has failed to comply with any terms or conditions of the licence, the Licensor may by written notice to the Licensee, declare that the licence is cancelled, and upon cancellation the Licensee will not be entitled to any compensation whatsoever.

4.2 Termination without Default

4.2.1 In addition to and not in substitution for the power to cancel this licence under clause 4.1, the Licensor may by giving to the Licensee at least 30 days written notice to that effect, cancel this licence on the date specified in that notice notwithstanding that there has been no breach by the Licensee of any term or condition of this Licence.

4.2.2 If the licence is terminated under this clause the Licensee is entitled to receive and will be paid by the Licensor a refund of an amount of the licence fee paid.

4.2.3 The amount of refund will be determined by the Licensor on a pro rata basis, taking into account any period of the licence remaining at the date of cancellation.

4.2.4 Except as provided in sub clauses 4.2.2 and 4.2.3 above no compensation is payable in respect of the cancellation of the licence.

4.3 Licensee's Chattels

4.4.1 Except as provided in sub-clause 4.4.3 the Licensee's chattels shall remain the property of the Licensee.

4.4.2 On the cancellation or expiration of the licence the Licensee must, within a period of time specified by the Licensor, remove all Licensee's chattels from the licensed site and forthwith make good all damage caused to the licensed site by the placement or removal of Licensee's chattels to the satisfaction of the Licensor.

4.4.3 If the Licensee's chattels are not removed at the end of the period of time specified under sub-clause 4.4.2, the Licensee's chattels shall become the property of the Licensor.

4.4 Licensor may remove and dispose of Licensee's chattels

If the licence expires, or is cancelled, the Licensor may at the end of the period of time specified under Clause 4.4.2 remove the Licensee's chattels and store them at the Licensee's expense without being liable to the Licensee for trespass, detinue, conversion or negligence. After storing them for at least 30 days, the Licensor may sell or dispose of them by auction, private sale, gift, distribution or otherwise and apply the net proceeds towards the payment of any moneys owed by the Licensee to the Licensor.

4.5 Licensor's Agents

Every act or thing to be done, decision to be made or document to be signed pursuant to this licence by the Licensor and not required by law to be done, made or signed by the Licensor personally may be done made or signed by any person or class of person to whom such power has been delegated by the Licensor.

4.6 Notices

Any notice consent or demand or other communication to be served on or given to the Licensee by the Licensor under this licence shall be deemed to have been duly served or given if it is in writing signed by the Licensor and delivered or sent by pre paid post to the Licensee's address set out in Item 5 of the Schedule or to the latest address stated by the Licensee in any written communication with the Licensor.

4.7 Debt recovery

All moneys payable by the Licensee to the Licensor under this licence are recoverable from the Licensee as liquidated debts payable on demand.

4.8 Statutory and other Conditions

4.8.1 The Licensee must comply with the requirements of the *Apiary Code of Practice (May 2011)*, or any subsequent variation, modification or substitution of that Code, in the conduct of apiculture within the licensed site.

4.8.2 The Licensee must be a registered beekeeper under the *Livestock Disease Control Act 1994*.
Note: Under section 48(5) of the *Livestock Disease Control Act 1994*, a beekeeper from another State or Territory who is registered under a corresponding provision of an Act of another State or Territory is not required to be registered if keeping bees for less than three months in Victoria. If that beekeeper wants to occupy a bee site for a period longer than three months, the beekeeper must register under that Act.

- 4.8.3 If the Licensee is not a registered beekeeper under the *Livestock Disease Control Act 1994*, it will not be permitted to place hives on the licensed site until such time as it can prove registration to the reasonable satisfaction of the Licensor. If the Licensee is not registered within a reasonable time as determined by the Licensor, the Licensor may cancel this licence.
- 4.8.4 The Licensee must, when in physical occupation of the licensed site, protect the licensed site from fire and extinguish any fire which may break out on or spread to the licensed site, and must observe all fire protection provisions of any relevant legislation.
- 4.8.5 The Licensee may use a smoker, as defined in the Forests (Fire Protection) Regulations 2014, to assist the management of bees, except on days of total fire ban when the Licensee must first obtain a permit under section 40 of the *Country Fire Authority Act 1958*.
- 4.8.6 When in occupation of the licensed site between 1 September and 30 April, the Licensee must have available at all times appropriate firefighting equipment, being at least one knapsack spray pump with a tank capacity of not less than 9 litres which is fully charged with water, and a rakehoe or similar instrument capable of removing grass, shrubs, vegetation and other inflammable material from the area of the fire.
- 4.8.7 The Licensee acknowledges that any proposed transfer of this licence to another person is governed by section 146 of the *Land Act 1958*.
- 4.8.8 The Licensee is entitled, without payment, to cross by the shortest practicable route any Crown land held under agricultural licence which is located between the licensed site and any public road or track, provided the Licensee closes any gates or slip panels it may open.
Note: Access across Crown land held under agricultural licence is subject to any further conditions set out at item 16 of this Schedule and to any directions given by an Authorised Officer under section 79(1A) of the *Forests Act 1958*.
- 4.8.9 As provided in the Land Conservation (Vehicle Control) Regulations 2013, the Licensee is authorised to drive off road or utilise management vehicle only roads and tracks only to the extent necessary for the conduct of apiculture in accordance with this licence, provided that the Licensee does not damage public land including management only vehicle roads and tracks.
Note: The Licensee is not permitted to use any seasonally closed road/s for access to or egress from the licensed site.
- 4.8.10 The Licensee must not keep or permit to remain on the licensed site any dog or other animal, other than a honeybee.
- 4.8.11 The Licensee must not sow any seeds or attempt to cultivate or improve pasture on the licensed site, including the use of any fertiliser.
- 4.8.12 The Licensee must not apply any chemicals that are not directly related to the husbandry of bees within the licensed site, including any pesticides or herbicides.
- 4.8.13 Where there is a reasonable requirement and when directed by the Licensor, the Licensee must provide water at the Licensed site.
- 4.8.14 The Licensee must produce proof of identity upon request of any Authorised Officer.
- 4.8.15 The Licensee agrees that:
- 4.8.15.1 it will locate its apiary at or close to the centre of the licensed site; and
- 4.8.15.2 the licensed site may overlap by a margin of up to 10% of the licensed site with one or more other sites subject to a bee site licence.

5 Definitions

Unless inconsistent with the context or subject matter each word or phrase defined in this clause has the same meaning when used elsewhere in the licence.

"Apiary Code of Practice (May 2011)" means the document first published June 1997, and revised May 2011 and published by the Victorian Government Department of Planning and Community Development, Melbourne; a copy of which may be obtained from the Department of Environment, Land, Water and Planning.

"Authorised Officer" means a person appointed as an authorised officer under Part 9 of the *Conservation, Forests and Lands Act 1987*.

"Claim" means any present or future, actual or contingent, claim, demand, right, suit, cause of action, proceeding, complaint, liability, loss cost or expense that the Licensee has or might have against the Crown.

"commencement date" means the date described in Item 6 of the Schedule and is the first day of the term;

"Crown" means the Crown in right of the State of Victoria and includes the Licensor and each employee and agent of the Crown or the Secretary;

"Department" means the Department of Environment, Land, Water and Planning or its successor in law;

"GST" means a goods and services tax within the meaning of the *A New Tax System (Goods and Services Tax) Act 1999*.

"hazardous chemical" includes gas, inflammable liquid, explosive substance, pesticide, herbicide, fertilizer and other chemicals;

“**improvement**” includes building, dam, levee, channel, sign, permanent fence, or other structure and any addition to an existing improvement;

“**licensed site**” means the land described in Item 11 of the Schedule;

“**Licence fee**” means the licence fee described in Item 8 of the Schedule as varied during the term;

“**Licensee**” means the person named in Item 4 of the Schedule and includes the permitted transferees and successors in law to a Licensee;

“**Licensee’s Associates**” means the Licensee’s agents, employees or sub-contractors or any other persons for whose acts or omissions the Licensee is vicariously liable as well as the Licensee’s visitors, invitees and sub-licensees;

“**Licensor**” means the Minister of the Crown for the time being administering Division 9 or Part 1 of the *Land Act 1958*;

“**person**” includes a body corporate as well as an individual;

“**responsible fire authority**” means for land in:

a) national park, State forest or protected public land within the meaning of the *Forests Act 1958*, the Secretary to the Department of Environment, Land, Water and Planning (as constituted under Part 2 of the *Conservation, Forest and Lands Act 1987*).

b) the country area of Victoria within the meaning of the *Country Fire Authority Act 1958* (which includes Crown land not being national park, State forest or protected public land, within the meaning of the *Forests Act 1958*), the Country Fire Authority.

c) the metropolitan fire district within the meaning of the *Metropolitan Fire Brigades Act 1958* (which includes Crown land not being national park, State forest or protected public land, within the meaning of the *Forests Act 1958*), the Metropolitan Fire Brigade.

“**schedule**” means the schedule to this Licence;

“**Secretary**” means The Secretary to the Department of Environment, Land, Water and Planning, the body corporate established under the *Conservation, Forests and Lands Act 1987*;

“**sign**” includes names, advertisements and notices;

“**term**” means the period of time set out in Item 7 of the Schedule, as and from the commencement date;

“**writing**” includes typewriting, printing and photography and other modes of representing or reproducing words in a visible form and “written” has a corresponding meaning.

6 Interpretation

6.1 A reference importing the singular includes the plural and vice versa.

6.2 The index and headings are included for ease of reference and do not alter the interpretation of this Licence.

6.3 If any day appointed or specified by this licence falls on a Saturday, Sunday or a day appointed under the *Public Holidays Act 1993* as a holiday for the whole day the day so appointed or specified is deemed to be the first day succeeding the day appointed or specified which is not a Saturday, Sunday or day appointed as a holiday.

6.4 References to an Act of Parliament or a section or schedule of it shall be read as if the words “or any statutory modification or re-enactment thereof or substitution therefor” were added to the reference.

6.5 If the Licensee comprises more than one person, the covenants and agreements contained in this licence shall be construed as having been entered into by, and are binding, both jointly and severally on all and each of the persons who constitute the Licensee.

6.6 References to clauses, sub-clauses and Items are references to clauses, sub-clauses and Items of this licence respectively.

SCHEDULE

ITEM

| | | |
|----|---|--|
| 1 | Licence Number | |
| 2 | Licensor | Minister for Energy, Environment and Climate Change |
| 3 | Licensor's Address | |
| 4 | Licensee | |
| 5 | Licensee's Address | |
| 6 | Commencement Date | |
| 7 | Term | |
| 8 | Fee (fee payable as determined under section 144) | |
| 9 | Payable | |
| 10 | Site Number | |
| 11 | Licensed site | Part of Crown Allotment XX, Parish of XX being the land shown hatched on the Plan(s) |
| 12 | Category (tick the box for the appropriate category) | <input type="checkbox"/> Category 1 bee site: diameter 1.6KM <input type="checkbox"/> Category 2 bee site: diameter 3.2KM |
| 13 | Powers under which licence granted | Section 142 <i>Land Act 1958</i> |
| 14 | Specified Purposes | Keeping a bee site |
| 15 | Amount of Public Liability Insurance: | |
| 16 | Special Conditions | 16.1 (Complete as required, e.g. site specific conditions.) |

PLAN/S

INSTRUCTIONS

1. Go to www.maps.vic.gov.au/mapshare/
2. Click on MapShareVic
3. Click on Forest Explorer icon
4. Click on Find Location
5. Click on Apiary Number
6. Begin to type the Licence Number as on your schedule. The system will begin to find the numbers as you type. Once the number is completed click on the OK button and the site with a buffer will appear in the map.
7. To print click on the 'Print' icon