



Local Land
Services
Hunter

Expression of Interest (EOI)

PART B – Statement of Requirements

Contract Name:	EOI for Grazing Permits on Hunter Local Land Services Travelling Stock Reserves (TSR) – Period to 31 December 2018
EOI Number:	DI-LLS-15-602
Location:	Hunter Local Land Services Area

INTRODUCTION

About the Travelling Stock Reserves Grazing Permits

The Hunter LLS manages Travelling Stock Reserves (TSR) within the Local Land Services region. Long Term Grazing Permits (LGP) for these reserves were previously issued through the Central North, Cumberland, Mid Coast and Northern Tablelands Livestock Health and Pest Authorities, but with the formation of the Hunter LLS all LGPs will now be issued through the Hunter LLS.

LGPs in the Hunter LLS area will be offered for a 3 year period to ensure a balance between maximising tenure certainty of permit holders and ensuring adequate market return for the LLS TSR assets.

As the LLS is a new organisation there is likely to be some further state-wide policy development of TSR grazing arrangements and these may need to be accommodated within the 3 year LGP period.

EOIs are being sought for LGPs for the TSRs listed on the Hunter LLS website (www.hunter.lls.nsw.gov.au). The location of the TSR's are presented in **PART D – Location of TSR's eligible for EOIs**.

EOIs should be submitted in accordance with **PART A – Information about the EOI**.

EOIs are to be submitted on the Response Form provided with the package (**Part C – Response Form**)

Hunter Local Land Services – Terms and Conditions for Long Term Grazing Permits (LGP)

1. The application for a LGP on a travelling stock reserve (TSR) shall be determined by the process outlined in the Hunter Local Land Services (LLS) expression of interest (EOI) package.
2. If successful, the amount payable for a reserve will include GST and represents the annual fee for an individual TSR. Following the first year of the EOI period the payment which will be invoiced annually for subsequent years will be indexed by the Consumer Price Index (CPI).
3. The LGP is issued subject to changes that may occur as a result of policy or legislative changes to the Local Land Services Act 2013 and this may make the expression of interest contract null and void. Hunter LLS reserves the right to review and amend its current TSR management practices and permit conditions at any time. All LGP holders will be notified in writing 30 days prior to any changes taking place.
4. The LGP holder is obliged to notify the Hunter LLS of the presence of any noxious weeds on the reserve. In addition the permit holder is responsible for the control of noxious plants and pest animals on the TSR for which the LGP applies at their own cost. Hunter LLS may inspect the reserve at any time to inspect if this has occurred to a satisfactory level.
5. The LGP is not transferable nor is the TSR to be sub-let. If the area over which this LGP is issued adjoins the LGP Holder's holding, and the holding is sold, the LGP is not transferable to the new owner of the holding. The Hunter LLS must be advised in writing that the LGP is to be cancelled. The opportunity to enter into a LGP for the TSR will be in accordance with the Hunter LLS general process for seeking EOI for LGPs on vacant TSRs.
6. The Hunter LLS or LGP Holder may, by notification in writing 30 days prior, cancel this agreement at any time prior to the expiry date. A refund may be issued if the Hunter LLS terminates a LGP.
7. The LGP Holder must have public liability insurance for at least \$10,000,000 that covers the grazing and/or walking of stock on a public road or TSR and such insurance shall be valid for the duration of the Permit. A copy of the Permit Holders' public liability insurance must be produced on request of Hunter LLS at any time.
8. A LGP will only be issued after the LLS has received full payment of the LGP invoice (except where a payment plan is approved). Invoices for LGP annual fees are payable in full within 30 days unless prior approval of a payment plan has been granted by Hunter LLS. Payment plans will only be considered in exceptional circumstances and must be requested in writing, and will require General Manager's approval.
9. The Hunter LLS reserves the right to cancel a LGP, where the LGP Holder has any overdue accounts with the LLS (Except where an approved payment plan is in place). This can be either LGP annual fees or other LLS rates or fees.
10. No stock will be allowed on TSR until a LGP has been issued.
11. Any travelling stock depastured on TSRs, in accordance with the Local Land Services Act 2013 and Regulation shall have priority over all grazing stock. Travelling stock includes stock being walked to and from rodeos and campdrafting events. If travelling stock, as referred to above, are to be camped on a TSR and it is considered that the whole TSR will be required for the travelling stock, all grazing stock must be removed from the reserve until the travelling stock leave the TSR.
12. A TSR may be required in emergency situations, such as floods, bushfires and other disasters. The Hunter LLS reserves the right to allow stock to be placed on any TSR during emergency situations. Grazing stock may need to be removed during such situations. The Hunter LLS may, at its own discretion, refund all or part of any fees already paid for a LGP on a TSR where an order has been issued to remove or reduce the number of stock on that TSR during emergency or other situations.

13. The Hunter LLS reserves the right to order the removal of stock or a reduction of numbers at any time when it is considered that further grazing would be detrimental to the recovery of pastures or degradation of the area is likely with further grazing.
14. The LGP Holder shall not erect or cause to be erected any buildings sheds, fences, etc without written authority from the Hunter LLS.
15. A LGP Holder shall carry out repairs and maintenance to fencing, gates, flood crossings and stock grids as deemed necessary to keep the TSR stock-proof at all times during the period of the LGP. These repairs and maintenance activities are to be completed at the cost of the LGP holder.
16. The LGP Holder is to immediately notify the Hunter LLS of any major repairs and maintenance activities required on the TSR to maintain the reserve in a stock proof condition prior to any works being carried out.
17. If stock escape from the TSR, the LGP holder will be responsible for their return and any liability during the escape.
18. No entire male horse (including a stallion, colt or rig), cattle (including bull or stag) or ram (including a stag) shall be grazed on the TSR without prior written approval from Hunter LLS. In circumstances where entire animals are run on a TSR the permit holder will be responsible to ensuring the animal(s) are kept on the TSR at all times, do not cause any damage to fences or infrastructure and do not interfere with neighbouring stock. LGP holders may be requested to remove all entire animals if this is not achieved.
19. Rogue stock that are giving trouble to adjoining landholders are to be removed immediately.
20. It is an offence under the Stock Diseases Act (1923) to walk or graze diseased stock on a public road or Travelling Stock Route.
21. Where any stock die on a TSR, the owner will be responsible for the removal and disposal in accordance with the Local Land Services Act 2013, and Regulations.
22. The granting of a LGP shall not prevent the Hunter LLS from issuing a Permit to other persons so that they may enter onto any reserve for the purpose specified in the Permit.
23. No locks are to be placed on any gate on a reserve without written authority from the Hunter LLS. LGP Holder is to supply spare key to local office if locking of a TSR is approved.
24. The Local Land Services Act 2013 and associated Regulation allows for any person to carry out recreational activities on a TSR on any day during the hours of sunrise and sunset. Such activities include walking, horse riding, picnicking, fishing, swimming and pedal cycling. Access must not be denied to persons wishing to carry out such activities.
25. The LGP Holder and/or assistants shall only carry out those activities on the reserve which are necessary for the proper care and control of the stock permitted to graze the reserve. Any other activity, other than those mentioned in the foregoing, must be authorised by the Hunter LLS in writing.
26. Only stock belonging to the LGP Holder are permitted to graze on the TSR. Where a LGP Holder is found to be allowing another person to graze stock, the LGP may be immediately cancelled.
27. Removal of any soil, timber, rock or native flora from a TSR is prohibited.
28. There must be no diversion or interference with any natural flow of water on the TSR.
29. Depositing of any rubbish or litter on a TSR is prohibited. The LGP holder of a TSR is responsible for removing any poisonous plants or dumped materials such as car batteries which may cause livestock disease or death.
30. In accordance with legislation, all cattle placed on the TSR must be identified with an NLIS device prior to being moved onto the TSR. Calves born on a TSR must be tagged with NLIS devices registered for the TSR (either linked or Hunter LLS TSR PIC).

31. Flocks or herds known or suspected to be infected with OJD or BJD are not permitted on the reserves.
32. Stock must be free of lice and any notifiable diseases and may be inspected at any time by an officer of the Hunter LLS.
33. Any works to improve the carrying capacity or improve access on the TSR require written prior approval from the Hunter LLS.
34. The Hunter LLS reserves the right to revoke without refund, a LGP for breaches of legislation or any of the terms and conditions of the LGP. The issuing of an infringement notice may also occur for matters of a major or serious nature.
35. A person who has had a LGP revoked may be ineligible for approval for another Grazing Permit on any reserve for a period specified by the Hunter LLS.
36. Hazard reduction work (including fire breaks around fences and yards where applicable) to be undertaken by the LGP Holder following written permission from Hunter LLS at his/her own expense in accordance with the provision of the Rural Fires Act 1997 and the conditions of the relevant fire permit (if applicable). The LGP Holder must give the Hunter LLS at least seven (7) days notice of any proposed hazard reduction program following the approval process.
37. Where applicable the yard structure does not form part of the LGP. The yards must be available for use by travelling stock. However, the LGP Holder will be able to use the yards to handle and load stock from the reserve. The LGP Holder is responsible for the cost of repairs and maintenance of the yard structure where the damage is caused by the Permit Holder, his/her employee or agents or livestock.
38. Where water is supplied to the reserve the LGP Holder is responsible for the cost of supply. This charge is in addition to the annual permit fee and will be billed as a separate tax invoice when received from the supply authority. The LGP Holder is responsible for the cost of repair and maintenance of the water structure where the damage is caused by the Permit Holder, his/her employee or agent or livestock.

Warning

Many plants are toxic to stock given the right conditions. Pesticides or Agricultural Chemicals used in the district may find their way onto travelling stock reserves and roads. These are matters over which the Hunter LLS has no control. Any person using travelling stock reserves and roads must satisfy themselves as to the risk. A condition of the issue of this permit is that no claim shall be made against the Authority, its directors or employees for any loss or injury resulting from pesticides, chemical or plant poisoning on any land on which stock are agisted under this LGP.