

Central Highlands Regional Council

65 Egerton Street, Emerald
PO Box 21,
Emerald QLD 4720



Telephone 1300 242 686 Facsimile 1300 242 687
Website www.chrc.qld.gov.au

Local Government
Act 2009

Local Law No. 2
(Animal
Management) 2012

Horse Paddock Rental (Keeping of Horses) Permit Application

This application is for a permit to keep stock on Council controlled land.

Contact Council if you have any specific enquiries regarding fees or how to complete this form. Type or print clearly and select boxes where applicable. Enter "n/a" if the question does not apply.

Application is for

Horse Paddock Rental

For current year permit fees refer to current Fees and Charges

Applicant/s details (Animal Owner)

Title Mr Mrs Ms Miss Other (specify)

Family Name

Given Names

Residential Address

Locality / Suburb

State

Postcode

Postal address

Locality / Suburb

State

Postcode

Contact ph.

Mobile

Contact fax

Email

Owner/s consent (To be completed if the owner of the stock is not the applicant)

Name

Street address

Locality / Suburb

State

Postcode

Contact ph.

Mobile

Contact fax

Email

I, being the owner of the property described in this application, hereby consent to the aforementioned applicant/s making this application.

Signature

Date / /

This is the name and address of the owner/s of the horse. If there are additional owners, please attach additional owner information to this form.

Privacy Statement

Council is collecting this information in order to comply with its responsibilities and obligations as a Local Government. The information will only be used by Council Officers or Agencies which may have a legitimate need for the information to process applications or the like. This information will not be disclosed to a third party unless you have given your written consent or we are required to do so by law. For more information about privacy in Central Highlands Regional Council see our Privacy Plan on our website.

Animal Details

	Horse/Pony 1	Horse/Pony 2	Horse/Pony 3	Horse/Pony 4
Name of Horse/Pony				
Primary Breed				
Secondary Breed				
Primary Colour				
Distinguishing Marks				
Age (Years & Months)				
Date of Birth				
Gender				

Animal Details

	Horse/Pony 5	Horse/Pony 6	Horse/Pony 7	Horse/Pony 8
Name of Horse/Pony				
Primary Breed				
Secondary Breed				
Primary Colour				
Distinguishing Marks				
Age (Years & Months)				
Date of Birth				
Gender				

Declaration

Declaration

I hereby apply for permission to keep stock on Council controlled land as described above. I understand that Council reserves the right to withdraw this permission for any breach of the conditions OR any reasons deemed by it to be sufficient. I/we, the above named applicant(s), do sincerely declare that the information shown above is true and correct.

I ALSO ENCLOSE THE NON-REFUNDABLE APPLICATION FEE. I UNDERSTAND THAT THIS FEE DOES NOT GUARANTEE PERMIT APPROVAL.

Signature:

Date

/ /

Lodgement

Conditions of this application:

Application for this permit shall not be effective unless the person nominated is;

- (a) the owner of the horse; and
- (b) a person over the age of 18 years; or
- (c) where the person is not the applicant for this permit they must have the consent in writing to be the nominated person and be permitted owner of the horse for this purpose

Please Note: This application and fee MUST be lodged with Council. If the application is approved, fees are to be paid quarterly. For current year Permit Application Fees refer to current Fees and Charges.

Office use only

Application fee		Receipt No.	
General Ledger No.			
Date	<input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>		

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Central Highlands Regional Council

Rental Agreement

Commencement of Agreement: _____

End of Agreement: _____

Conditions of Use for Horse Paddock Allocation

The purpose of the following conditions is to ensure use of the Blackwater Town Reserve area – described as

(Lot: _____ Plan: _____)

Is consistent with the purposes and objectives of the following Central Highlands Regional Council Local Laws:

- *Local Law No. 1 (Administration) 2012*
- *Local Law No. 2 (Animal Management) 2012*
- *Local Law No. 3 (Local Government Controlled Areas, Facilities and Roads) 2012*

(a) **Keeping of animals on the rented land**

- i. The rented land must be used for pastoral purposes, specifically grazing of horses
- ii. It is not allowed or permitted to keep entire horses on the rented land without prior agreement from the Central Highlands Regional Council (example of entire horse; Stallions, Colts, Rigs or Teasers)
- iii. Under no circumstances is it allowed or permitted to keep or house dogs, sheep, goats, pigs or cattle on the rented land, without prior agreement from the Central Highlands Regional Council.

(b) **Maintenance of rented land while engaged in agreement**

- i. Within one (1) month of the rental agreement commencement date and to the satisfaction of the Central Highlands Regional Council, the applicant must establish suitable stock proof fencing and fencing must be maintained at all times.
- ii. Within one (1) month of the rental agreement commencement date and to the satisfaction of the Central Highlands Regional Council, the applicant must display visibly and prominently on the gate and/or gatepost the relevant paddock number(s), no less than 300mm in height.
- iii. It is the responsibility of the applicant to manage the rented land to the satisfaction of the Central Highlands Regional Council to ensure that a reasonable body of pasture is available at all times
- iv. The rented land must be grazed at the predetermined stocking rate with no more than the allocated maximum number of head allowable which is consistent with size of the permit area
- v. Under no circumstances will the stocking rate exceed the maximum number of head allowable without prior agreement from the Central Highlands Regional Council.
- vi. It is the responsibility of the applicant for the controlling pest plants and animals on the rented land and must take reasonable steps to keep the land free of declared pests, in accordance with the requirements of the *Land Protection (Pest and Stock Route Management Act) 2002* (until superseded by the *Biosecurity Act 2014*), *Biosecurity Act 2014* (when this commences on 1 July 2016), *Central Highlands Regional Council Local Law No. 3 (Community and Environment Management)* and *Subordinate Local Law No. 3. (Community and Environment Management)*
- vii. It is the responsibility of the applicant to maintain with all reasonable and practicable measures to sustainably manage the rented land by conserving the physical, biological, productive and cultural values either on the rented land or in areas affected by the management of the rented land.
- viii. The rented land must be managed in a manner that will protect the natural vegetation and be kept clear of all rubbish, materials and vehicles (including used wire, iron, drums and general refuse, old machinery, cars, buses and caravan bodies) in accordance with *Central Highlands Regional Council Local Law No. 3 (Community and Environment Management)* and *Subordinate Local Law No. 3. (Community and Environment Management)*

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- ix. It is not permitted to clear any native vegetation on the rented land without obtaining permission from the Central Highlands Regional Council and in accordance with the *Sustainable Planning Act 2009*, *Vegetation Management Act 1999* or any other associated legislation.
- x. It is not permitted to erect any new structures and make any improvements on existing structures other than fencing on the rented land without obtaining Council permission and the correct building approvals in accordance with the Central Highlands Regional Council Planning Scheme.
- xi. If the rented land requires survey or re-survey the applicant is responsible for the cost

(c) Management of Animals kept on the rented land

In accordance with Central Highlands Regional Council *Local Law No. 2 (Animal Management) 2011* and *Subordinate Local Law No. 2 (Animal Management) 2012* the applicant must ensure that no animals escape, stray, trespass or graze on any public streets. The applicant must also ensure that no animals escape, stray, trespass or graze on roads or land under the control of Council without the correct permit.

(d) Agreement and cancellation

- i. The rental agreement may be cancelled or surrendered by the applicant at any time by providing one (1) month written notice to Central Highlands Regional Council.
- ii. If the agreement is cancelled or surrendered by the applicant one (1) month will be given to de-stock and cease all grazing of the rented land.
- iii. Central Highlands Regional Council reserves the right to cancel or revoked the rental agreement at its discretion if the applicant is found in breach of any conditions or is not consistent with the purposes stated in the agreement.
- iv. If the agreement is cancelled or revoked by the Central Highlands Regional Council the applicant will receive one (1) month written notice to de-stock and cease all grazing of the rented land within a maximum period stated in the written notice.
- v. Rental payments must be paid in full on or before the due date
- vi. It is not permitted to enter into any private arrangements to sub-let the rented land or transfer the rental agreement.
- vii. No compensation for improvements or developmental work is payable by the Central Highlands Regional Council during or at the cancellation and/or surrender of the rental agreement
- viii. The applicant must rehabilitate the rented land and is responsible for removing any approved structures to the satisfaction of the Central Highlands Regional Council within three (3) months from the date of surrender or cancellation of the rental agreement.
- ix. If the applicant fails to rehabilitate the rented land and remove the approved structures to the satisfaction of the Central Highlands Regional Council, Council reserve the right to recover the total costs incurred from the applicant.

(e) Compliance with the agreement and governing legislation

- i. The applicant indemnifies and agrees to keep Central Highlands Regional Council, the State of Queensland, Crown Instrumentalities and other statutory bodies (the Indemnified) against all actions, suits, proceedings, claims, demands, costs, losses, damages and expenses (Claim) arising out of or in any way connected to or resulting from Central Highlands Regional Council granting this permit to the Applicant and which is connected to or resulting from the Applicant's use and occupation of the rented area (all referred to as the indemnified acts or omissions) save to the extent that the Claim arises as a result of any negligent act or omission of the Central Highlands Regional Council. The Applicant hereby releases and discharges the Indemnified from any Claim relating to the indemnified acts or omissions which may be made against the Indemnified.
- ii. This Rental Agreement is subject to the *Land Act 1994* and all other relevant State and Commonwealth Acts.
- iii. The Applicant must comply with any and all lawful requirements of the Central Highlands Regional Council.
- iv. The provision of access or services to the rented area will not be the responsibility of the Central Highlands Regional Council.

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Declaration	Declaration I have read the above conditions of use and accept these conditions and terms of this rental agreement		
	Name:		
	Signature:	Date	□□ / □□ / □□□□
	Name of Witness:		
	Signature:	Date	□□ / □□ / □□□□

	Office use only		
	Permit Approved	YES <input type="checkbox"/>	NO <input type="checkbox"/>
	Approved by	Name:	Position:
	Signature:	Date	□□ / □□ / □□□□

	Property Address where animals are kept		
	Street Address		
	Locality / Suburb	State <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	Postcode <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>
	Property No	Area	
	Real Property Description	Lot No.	Plan No.

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