**### State High School**

Agricultural Science Program

(Insert livestock type e.g. Cattle)

Agistment Agreement

**The State of Queensland (acting through Department of Education represented by ### State High School) ABN [insert ABN]**

**[Insert name of stockowner –]**

\* Sample template cattle agistment agreement – amend TEMPLATE AS required for other livestock AND CIRCUMSTANCES \*

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**Agreement made on**

**Between:**

**The State of Queensland (acting through Department of Education represented by ### State High School) ABN [insert ABN] of [insert street address]**, in the State of Queensland

(“**SHS**”)

The Party identified in Item 1 of Schedule 1

(“**Stockowner**”)

**Background**

A. SHS is the owner of the Property.

B. SHS offers an agricultural science program (“the Program”) to students as part of its school curriculum, which involves students participating in animal husbandry procedures and activities under the guidance of skilled and qualified teaching staff.

C. The Stockowner wishes to provide Livestock to SHS for participation in the Program, in consideration for SHS allowing the Livestock to be kept at the Property and payment of the Fee and costs.

D. The Parties wish to record the terms of their agreement.

**Operative provisions**

# Definitions and Interpretations

## Definitions

In this Agreement:

**“Agreement”** means the clauses contained in this document and any schedule attached to this document.

**“Biosecurity Queensland”** means that part of the Department of Agriculture and Fisheries that coordinates the government's efforts to prevent, respond to, and recover from pests and diseases that threaten the economy and environment.

**“Business Day”** means a day (other than a Saturday, Sunday or a public holiday) on which banks are open for business in Brisbane.

**“Commencement Date”** means the date specified in Item 4 of Schedule 1.

**“Department”** means Department of Education.

**“Expiry Date”** means the date specified in Item 5 of Schedule 1.

**“Fee”** means the fee set out in Item 6 of Schedule 1.

**“General Biosecurity Obligation (GBO)”** The obligation for a person to take all reasonable and practical measures to prevent or minimise the biosecurity risk as outlined in Chapter 2, Part 1, Section 23 of the [*Biosecurity Act 2014* (Qld)](https://www.legislation.qld.gov.au/view/html/inforce/current/act-2014-007)*.*

**“General Training”** means the annual training courses to be provided by SHS on general issues relating to the Program including:

1. the Code of Conduct for the Queensland Public Service and the Department’s Standard of Practice in relation to conflicts of interest and directions of the school administrator;
2. the Department procedure on student protection;
3. the Department procedure on school excursions;
4. the Department’s requirements regarding commercial and non-commercial arrangements with stockowners of livestock kept on school property; and
5. the departmental policies, procedures and practices that apply to agistment agreements, including financial processes, asset management, procurement, revenue, gifts and benefits, donations, advertising, sponsorship, and appropriate and ethical use of public resources.

**“GST”** means a goods and services tax or any similar tax, levy or impost imposed by the Commonwealth of Australia.

**“GST Law”** means A New Tax System (Goods and Services Tax) Act 1999 (Cwlth).

**“Livestock”** means the livestock described in Item 2 of Schedule 1, and any additional livestock on the Property from time to time owned by the Stockowner.

**“Movement Record”** means the record required under the *Biosecurity Act 2014* (Qld) *t*o accompany travelling designated animals.

**“NLIS”** means the National Livestock Identification System.

**“NVD”** means National Vendor Declarations to assist producers to document the history of chemical use and treatment of animals offered for sale.

“**NVD/waybill** means the nationally accepted document is still current and applicable to travelling cattle despite the introduction of the Movement Record.

**“Paddock”** means the paddock/s on the Property that the Livestock have access to during the Term from time to time as indicated on the plan attached at Schedule 3.

**“Participants”** means all teachers, non-teaching and casual staff participating in any capacity in the Program.

**“Parties”** means SHS and the Stockowner and “Party” means either of them.

**“PIC”** means a property identification code used to identify individual livestock-producing properties within Australia recorded in the NLIS.

**“Property”** means the property described in Item 3 of Schedule 1.

**“Register of the Livestock”** means a register of the Livestock kept on the Property, to be updated regularly by SHS when necessary and where applicable, and to include the following details:

1. identifying marks and brands;
2. ownership details;
3. NLIS ID number of each animal
4. 'from' PIC or place of departure;
5. 'to' PIC or place of destination;
6. serial number of the Movement record or combined NVD/waybill;
7. date of movement;
8. method of movement;
9. why the animal is being kept at the Property; and
10. any other detail SHS deems relevant.

**“Registrable Biosecurity Entity”** means anyone who keeps one or more cows, sheep, goats, pigs, bison, buffalo, deer or animals from the Camelidae family (e.g. alpacas, llamas) or the Equidae family (e.g. horses, ponies, donkeys, mules, zebras) under the *Biosecurity Act 2014* (Qld).

**“Representative”** means an employee, agent, officer, director or other authorised representative of a Party.

**“SHS”** means the State of Queensland (represented by Department of Education through ### State High School) and its Representatives.

**“SHS Contact Officer”** means the person / position specified in Item 8 of Schedule 1.

**“Special Conditions”** means the special conditions (if any) Schedule 2.

**“Stockowner”** means the Party identified in Item 1 of Schedule 1 and its Representatives.

**“Term”** means the period commencing on the Commencement Date and ending on the Expiry Date, unless terminated earlier in accordance with clause 9.

**“Training”** means the annual training courses to be provided by SHS on issues specific to the Program including:

1. the *Biosecurity Act 2014* (Qld) and the *Biosecurity Regulation 2016* (Qld) in relation to stock movement;
2. the transparent disposal of stock and other assets by a government entity including by public tender or sale through a saleyard;
3. requirement of staff to implement and maintain the Register of the Livestock;
4. the *Animal Care and Protection Act* 2001 (Qld) and the *Animal Care and Protection Regulation* 2012 (Qld);
5. the Australian code for the care and use of animals for scientific purposes, 8th edition 2013 (updated 2021) (available at <https://www.nhmrc.gov.au/australian-code-care-and-use-animals-scientific-purposes-code>);
6. Relevant Standard Operating Procedures – includes alpacas, llamas and other camelids, aquatic animals, cattle, horses and other equines, pigs, poultry, sheep and goats; and
7. the Department of Education procedure: Animals in Queensland State Schools (available at <https://ppr.qed.qld.gov.au/pp/animals-in-queensland-state-schools-procedure>).

## Interpretations

1. A reference to a person includes a reference to corporations and other entities recognised by law.
2. In this Agreement the headings to the clauses have been inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of any of the terms and conditions of this Agreement.
3. A reference to a statute, regulation, ordinance or local law must be deemed to extend to all statutes, regulations, ordinances or local laws amending, consolidating or replacing them.
4. The singular includes the plural and vice versa.
5. Words importing one gender must include a reference to all other genders.
6. A covenant or agreement on the part of two or more persons must be deemed to bind them jointly and severally.
7. A reference to a clause, schedule or attachment is a reference to a clause, schedule or attachment to this Agreement and includes any amendments to them made in accordance with this Agreement.
8. Where under or pursuant to this Agreement the day on or by which any act, matter or things is to be done is not a Business Day, such an act, matter or thing may be done on the next Business Day.

# Parties’ Obligations



## Acknowledgment

The Stockowner acknowledges and agrees that where applicable:

1. the Registrable Biosecurity Entity is registered with Biosecurity Queensland and a PIC has been allocated in respect of the Property where the Livestock is kept;
2. Livestock are fit to load and will be travelled as per the conditions of the Code of practice for transport of livestock (Schedule 3 of the Animal Care and Protection Regulation 2012) and
3. SHS will not accept Livestock from the Stockowner on the Property that are not fitted with an NLIS approved device and registered on the NLIS database.

## Conditions Precedent

1. This Agreement is conditional upon:
   1. SHS:

(A) opening a NLIS account; and

(B) ensuring all Participants undertake the Training and General Training; and

* 1. the Stockowner:

1. ensuring that all Livestock are fitted with an NLIS approved device and registered in the NLIS database prior to the delivery of the Livestock to the Property; or
2. obtaining approval allowing the translocation of live aquatic animals to the SHS.

## On delivery of the Livestock at the Paddock or into a live aquaculture environment

1. Subject to the Stockowner’s compliance with clause 2.2(a)(ii), SHS must:
2. grant the Stockowner the right to keep the Livestock in the Paddock or in the aquaculture environment for the Term;
3. direct the Stockowner to where the Livestock can be unloaded;
4. implement and maintain the Register of the Livestock; and
5. update the NLIS database within 48 hours of the Livestock arriving at the Paddock.
6. Subject to the SHS’s compliance with clause 2.2(a)(i), the Stockowner must:
7. complete and provide to SHS a Movement Record or combined NVD/waybill;
8. provide SHS with the description of the Livestock specified in Item 2 of Schedule 1;
9. pay to SHS the Fee in accordance with Item 6 of Schedule 1 (if applicable); and
10. unload and deliver the Livestock in accordance with the directions of SHS.

## During the Term

1. Subject to the Stockowner’s compliance with clause 2.3(b) and 2.4(b), SHS must:
2. provide for the needs, welfare and safety of the Livestock while the Livestock are in the Paddock including:

(A) providing feed, including supplementary feed (if necessary) and water;

(B) providing accommodation including maintaining fences and water facilities; and

(C) weed control including labour, equipment and chemicals;

(D) providing animal husbandry requirements including the supply of chemicals, equipment and labour (drenching, fly-strike, mating);

(E) monitoring Livestock and initiating corrective action of issues with their welfare including wandering stock, sick animals, mating and extra hand feeding; and

(F) subject to clause 2.4(a)(ii), the provision of treatment of disease and injury including medicine and veterinary treatment;

1. if SHS has knowledge or notice that the Livestock or part of the Livestock are suffering from illness or accident, give notice to the Stockowner of the illness or accident and request instructions on what action to take or, in case of emergency, make all reasonable efforts to engage a veterinary surgeon to treat the illness or accident of the Livestock;
2. provide the Stockowner with any policies or procedures of the Department, which the Stockowner is required to comply with from time to time;
3. subject to clause 2.4(b)(ii), if one of the Livestock dies, update the NLIS database of the Livestock death;
4. in carrying out its obligations under this clause 2.4(a), comply with the General Training and the Training.
5. The Stockowner must:
6. in accordance with clause 3, pay for the following costs, associated with the upkeep of the Livestock including:

(A) feed, supplementary feed (if necessary) and water;

(B) equipment costs for maintaining fences and water facilities;

(C) weed control including equipment and chemicals;

(D) provision of animal husbandry requirements including the supply of chemicals and equipment;

(E) subject to clause 2.4(a)(ii), the provision of treatment of disease and injury including all medicine and veterinary treatment administered to the Livestock whether purchased or administered by SHS or the Stockowner;

(F) the transport of the Livestock for any reason;

1. collect, remove and dispose of any dead Livestock within # Business Days of receipt of notice from SHS, in accordance with any legislative requirements including a General Biosecurity Obligation (GBO);
2. collect and remove any Livestock that are suffering from illness or disease or known to be dangerous within # Business Days of receipt of notice from SHS including a GBO;
3. observe all the practices of good animal husbandry in relation to the Livestock as per relevant industry standards and comply with all legal obligations and relevant laws, including but not limited to the *Biosecurity Act 2014*;
4. refrain from carrying out any activity on the Property that is, or would reasonably be regarded by SHS as nuisance or as dangerous to the Participants and other users of the Property;
5. abide by all reasonable directions of the SHS in relation to the security of the Property and the safety of persons entering onto the Property;
6. comply with any policies or procedures of the Department, as may be advised by SHS from time to time in accordance with clause 2.4(a)(iii).

## At the end of the Term or earlier determination

1. On the Expiry Date or early termination of this Agreement:
   1. SHS must advise the Stockowner of when and where the Livestock are to be re-loaded for transport; and
   2. the Stockowner must remove all Livestock and comply with all directions of SHS in relation to the removal of Livestock from the Property.

## The showing of Livestock

1. If the parties agree the Livestock are to be shown at a cattle show, the parties must establish who will be responsible for transporting the Livestock and complying with the requirements of the *Biosecurity Act 2014* and the *Biosecurity Regulation 2016* in relation to stock movement.

# Payment of Costs

1. The Stockowner must pay SHS the costs payable pursuant to clause 2.4(b) of this Agreement within 14 days of receipt of a valid tax invoice.

# Security and Access

(a) Subject to clause 4(b) and 4(c), the Stockowner may enter upon the Property with or without vehicles and/or animals for the purpose of superintending, managing, working, removing, replacing and supporting the Livestock, with the consent of SHS, which consent shall not be unreasonably withheld.

(b) The Stockowner will not enter or depart from nor allow any entry upon or departure from the Property with the Livestock except through and by means of the gates and/or grids provided on the Property, as advised by SHS, and will close all gates upon entry and departure.

(c) The Stockowner must seek the prior consent of the SHS Contact Officer to enter onto the Property and must comply with all directions of the SHS Contact Officer in relation to accessing the Property.

# Liability and Indemnity

(a) To the extent permitted by law, all conditions and warranties not expressly stated in this Agreement (whether or not they would otherwise be implied in this Agreement) are excluded.

(b) The Stockowner expressly agrees that the Livestock will be kept at the Property at the Stockowner’s risk and SHS will not in any way be liable for any loss occasioned by the escape, death, illness, accident or injury of or to the Livestock.

(c) The Stockowner releases to the full extent permitted by law, SHS from all claims and demands of every kind (including, without limitation, all claims and demands resulting from any accident, damage, loss, death or injury) that the Stockowner has, or may have in the future, against SHS in respect of or in any way arising from this Agreement, except to the extent that the loss, injury or damage was caused by the negligence of SHS.

(d) The Stockowner indemnifies SHS from and against all liability, loss, costs and expenses (including legal fees, costs and disbursements on a solicitor and own client basis) arising from or incurred in connection with:

1. any default by the Stockowner under this Agreement;
2. any death, injury, loss or damage caused by the Livestock;
3. any wilful or negligent act or mission of the Stockowner or any person for whose conduct the Stockowner is liable;
4. any death, injury, loss or damage suffered by SHS.

(e) The Stockowner’s liability to indemnify SHS under clause 5(d) will be reduced proportionally to the extent that any negligent act or omission or breach of this Agreement by SHS caused the loss or liability.

(f) The indemnity granted in clause 5(d) is in addition to and not exclusive of any other remedies SHS may have against the Stockowner at law.

# GST

(a) Words defined in the GST Law have the same meaning in this clause.

(b) Unless expressly stated, all moneys or other sums payable or consideration to be provided under this Agreement are exclusive of GST.

(c) If GST is payable on any supply made under this Agreement, the recipient will pay to the supplier an amount equal to the GST payable on the supply at the same time that the consideration for the supply is to be provided under this Agreement.

(d) The supplier must deliver a tax invoice or an adjustment note to the recipient before the supplier is entitled to payment of an amount under clause 6(c). The recipient can withhold payment of the amount until the supplier provides a tax invoice or adjustment note as appropriate.

# Notices and Communications

(a) Any notice (including each notice, consent, approval, request and demand) in connection with this Agreement to be given by either Party to the other must be:

(i) in writing;

(ii) addressed to the Party as specified in Item 7 of Schedule 1;

(iii) signed by the Party making it or (on that Party’s behalf) by the solicitor for, or any attorney, director, secretary or authorised agent of, that Party; and

(iv) delivered by hand, posted by pre-paid post to the address, sent by fax or email to the number of the Party, in accordance with clause 7(a)(ii).

(b) The notice is deemed to have been received by the other Party:

(i) where sent by pre-paid post – five (5) days after the day of posting;

(ii) where sent by facsimile transmission – at the time in the place to which it is sent equivalent to the time recorded on the transmitting machine from which it was sent, but if such delivery or receipt is taken to have been received on a day that is not a Business Day or later than 5.00pm on a Business Day, the notice will be deemed to be received at 9.00am on the next Business Day; and

(iii) where sent by email, at the time of receipt by the recipient, but if received on a day that is not a Business Day or later than 5:00pm on a Business Day, the notice will be deemed to be received at 9:00am the next Business Day.

1. Either Party may modify its contact details from time to time by giving written notice to the other Party of the modification. A Party must ensure that the other Party has been notified of the current contact details for that Party at all times.

# Dispute Resolution

(a) Subject to clause 8(c), the Parties agree not to commence any legal proceedings in respect of any dispute arising under this Agreement, which cannot be resolved by discussion, until the procedure provided by clause 8(b) has been utilised.

(b) The Parties agree that any dispute arising during the course of this Agreement is dealt with as follows:

(i) the Party claiming that there is a dispute will send the other a written notice setting out the nature of the dispute;

(ii) the Parties will try to resolve the dispute through direct negotiation by persons who have given authority to resolve the dispute;

(iii) the Parties will try to resolve the dispute within 10 Business Days from the receipt of the notice referred to in clause 8(b)(i), the dispute is to be submitted to a higher level of management within each Party’s organisation;

(iv) if the Parties are unable to resolve the dispute within 10 Business Days from referral of the dispute under clause 8(b)(iii), the dispute is to be submitted to mediation or some other alternative dispute resolution procedure agreed by the Parties; and

(v) if:

there is no resolution of the dispute;

there is no Agreement on submission of the dispute to mediation or some alternative dispute resolution procedure; or

there is a submission to mediation or some other form of alternative dispute resolution procedure, but there is no resolution within 15 Business Days of the submission, or such extended time as the Parties agree in writing before the expiration of the 15 Business Days,

then either Party may commence legal proceedings.

1. This clause 8 does not apply if either Party commences legal proceedings for urgent interlocutory relief.

# Term and Termination



## Term

This Agreement will remain in force for the Term.

## Termination for Convenience

(a) Either Party may, at any time, by reasonable notice [timeframes to be negotiated between the Parties according to relevant distances and requirements], terminate this Agreement or reduce the Term.

(b) On issue or receipt of a notice of termination under clause 9.2(a) the Stockowner must pay SHS any outstanding Fee or costs payable under this Agreement, up to the date of termination specified in the termination notice, and comply with this Agreement in relation to removal of the Livestock from the Property.

## Termination for Breach

(a) Either Party may terminate this Agreement if the other Party:

(i) breaches a material term of this Agreement which is not capable of being remedied; or

(ii) breaches a material term of this Agreement which is capable of being remedied and fails to remedy that breach within 14 days after receiving notice requiring it to do so; or

(iii) has a:

* + - 1. receiver;
      2. manager;
      3. administrator; or
      4. liquidator (provisional or otherwise)

appointed to it or its assets;

1. enters into a scheme of arrangement (formal or informal) with its creditors for payment of its debts;
2. suffers its interest under this lease to be taken in execution of a judgment against it; or
3. becomes a bankrupt (if a natural person).

(b) If the Agreement is terminated pursuant to clause 9.3(a), SHS may:

(i) request the Stockowner to remove the Livestock within X days [timeframe to be negotiated between the Parties according to relevant distances and requirements] of the date of termination; or

(ii) allow the Livestock to remain on the Property.

## Pre-existing Rights and Survival

Termination of this Agreement in accordance with the terms of this clause is without prejudice to any rights of either Party under the provisions of this Agreement existing at the date the Agreement is terminated.

# Special Conditions

The Parties agree to be bound by the Special Conditions (if any) set out in Schedule 2.

# Insurance

(a) The Stockowner must have and maintain:

(i) Workers’ compensation insurance in relation to any employees of the Stockowner for an unlimited amount, including liability under statute and at common law; and/or

(ii) An “eligible person” (as defined in the *Workers’ Compensation* and *Rehabilitation Act 2003* (Qld)) contract of insurance or other similar insurance policy to cover self-employed consultants, directors of companies, trustees or partners, where applicable.

(b) The Stockowner must effect in connection with this Agreement public liability insurance covering legal liability to third parties for bodily injury or property damage in the amount of $10 million dollars.

(c) The insurances referred to in clauses 11(a) and 11(b) must be acceptable to SHS in that they comply with the following requirements:

(i) they are effected with an approved insurer;

(ii) on suitable terms and conditions; and

(iii) are maintained for the Term.

1. The Stockowner will, upon request in writing at any time by SHS, produce evidence to SHS that the insurances required by this clause 11 have been affected and maintained.

(e) SHS must have and maintain:

1. Workers’ compensation insurance in relation to any employees of SHS for an unlimited amount, including liability under statute and at common law; and/or
2. an “eligible person” (as defined in the Workers’ Compensation and Rehabilitation Act 2003) contract of insurance or other similar insurance policy to cover self-employed consultants, directors of companies, trustees or partners, where applicable.

(f) SHS must effect in connection with this Agreement public liability insurance covering legal liability to third parties for bodily injury or property damage in the amount of $10 million dollars.

(g) The Stockowner acknowledges that the State of Queensland is a self-insurer and the insurance obligations in clauses 11(e) and 11(f) are satisfied by SHS’s production of a certificate of insurance from the Queensland Government Insurance Fund (or its successor or any replacement organisation) confirming that it has insurance.

# General



## Entire Agreement

This Agreement constitutes the entire agreement between the Parties about its subject matter and supersedes all previous agreements, understandings and negotiations on that subject matter.

## Assignment

A Party must not assign, transfer or sublet the whole or any part of this Agreement without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.

## Amendments

This Agreement may only be varied by a document signed on behalf of each Party.

## Waiver

(a) Failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power, or remedy provided by law or under this Agreement by a Party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this Agreement.

(b) A waiver or consent given by a Party under this Agreement is only effective and binding on that Party if it is given or confirmed in writing by that Party.

(c) No waiver of a breach of a term of this Agreement operates as a waiver of another breach of that term or of a breach of any other term of this Agreement.

## Severance

Any provision in this Agreement which is held to be illegal, invalid or unenforceable will be severable and will not affect or impair the legality, validity or enforceability of the remaining provisions of this Agreement.

## Counterparts

This Agreement may be signed in any number of counterparts and by the Parties on separate counterparts. The counterparts will have the same effect as if the signatures to each counterpart were on the same instrument.

## Jurisdiction and Governing Law

This Agreement is governed by the laws of Queensland.

**Execution Page**

**SIGNED** for and on behalf of **THE STATE OF QUEENSLAND** )

represented by the Department of Education)

)

by............................................................. ) ……………………..... ) Signature

the [PRINCIPAL]............................................................. )

)

this day of 20… )

)

In the Presence of: )

)

..................................................................................... )

WITNESS signature )

)

..................................................................................... )

Full name and occupation or profession of witness (Please print) )

|  |  |  |
| --- | --- | --- |
|  |  |  |

**SIGNED** for and on behalf of xxxx )

)

by............................................................. ) ……………………..... ) Signature

the [\*title]............................................................. )

)

this day of 20… )

)

In the Presence of: )

)

..................................................................................... )

WITNESS signature )

)

..................................................................................... )

Full name and occupation or profession of witness (Please print) )

### ****Schedule 1****

|  |  |
| --- | --- |
| Item 1:  Stockowner | **Name:**  Postal Address:  Facsimile: [ insert fax ]  Phone number: (W) (H) (M)  Email address: [ insert email ] |
| Item 2:  Description of Livestock on arrival (clause 1.1)  (base the condition score - refer to [DAF webpage](https://www.business.qld.gov.au/industries/farms-fishing-forestry/agriculture/livestock/livestock-movement/animal-transport-welfare/land-transport-code)) | 1. Breed  2. Age  3. No. of males/females  4.Weight average Range  5. Condition score average Range  6. NLIS No  7. PIC departure  8. Identifying marks and brands;  9. Ownership details;  10. Serial number of the Movement Record or combined NVD/waybill;  11. Date of movement;  12. Method of movement; and  13. Why the animal is being kept at the Property. |
| Item 3:  Property (clause 1.1) | ### State High School  Of ###.  [ Insert real property description ] |
| Item 4:  Commencement Date | [ insert commencement date ] |
| Item 5:  Expiry Date | [ insert expiry date ] |
| Item 6:  Fee | [ amount per head ]  [ when payable ]  [ manner of payment e.g. monthly in advance ] |
| Item 7:  Notices (clause 7) | **SHS:**  SHS Principal : [insert details]  Postal Address:  Telephone number: [ insert contact officer’s phone number ]  Facsimile: [ insert fax ]  Phone number/s: (W) (H) (M)  Email address: [ insert email ]  **Stockowner:**  Postal Address:  Facsimile: [ insert fax ]  Phone number/s: (W) (H) (M)  Email address: [ insert email ] |
| Item 8:  SHS contact officer details | [ insert details of contact officer – i.e. Principal or delegate e.g. HOD Agriculture ] |

### ****Schedule 2****

**Special conditions**

1. [Insert if relevant]

2.

3.

4.

### ****Schedule 3****

**Plan of Paddock or aquaculture environment**