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*Consent under Section 40 of the National Parks Act 1975*

**CONSENT TO PREMIUM LIMESTONE VICTORIA PTY LTD TO CONDUCT OPERATIONS  
WITHIN TYERS PARK TO SEARCH FOR STONE UNDER SECTION 77A(1) OF THE  
MINERAL RESOURCES (SUSTAINABLE DEVELOPMENT) ACT 1990**

**(TYERS PARK – PREMIUM LIMESTONE VICTORIA P/L)**

I, Lily D'Ambrosio, Minister for Energy, Environment and Climate Change, under section 40(1) of the *National Parks Act 1975* (Vic), hereby consent to Premium Limestone Victoria P/L to search for stone within Tyers Park under section 77A(1) of the *Mineral Resources (Sustainable Development) Act 1990* (Vic), subject to the terms and conditions herein.



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**Lily D'Ambrosio,  
Minister for Energy, Environment and Climate Change**

Date: 29 / 05 / 2022

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NATIONAL PARKS ACT 1975

## SECTION 40(1) CONSENT

### TYERS PARK

#### TERMS AND CONDITIONS APPLYING TO THE CONSENT TO CONDUCT OPERATIONS UNDER THE MINERAL RESOURCES (SUSTAINABLE DEVELOPMENT) ACT 1990

### DEFINITIONS

1. Where appearing below the following apply:

**"District Manager"** means District Manager – Central Gippsland, Parks Victoria;

**"Consentee"** means Premium Limestone Victoria Pty Ltd, its employees, contractors, consultants or agents;

**"Inspector"** means Director Regulatory Compliance and Chief Inspector, Department of Jobs, Precincts and Regions;

**"Minister"** means the Minister responsible for the *National Parks Act 1975* (Vic);

**"Park"** means Tyers Park, a park included on Schedule Three of the *National Parks Act 1975*;

**"Parks Victoria"** is the Manager of the said land pursuant to the definition of Parks Victoria managed land under section 3 of the *Parks Victoria Act 2018* (Vic);

**"Parks Victoria nominee"** means an officer of Parks Victoria nominated by the District Manager;

**"Regional Director"** means Regional Director Eastern Victoria, Parks Victoria;

**"Secretary"** means Secretary to the Department of Environment, Land, Water and Planning, a body corporate established under section 6 of the *Conservation, Forests and Lands Act 1987* (Vic);

**"Site"** means the areas of the Park utilised in the searching operations.

### APPLICATION OF TERMS AND CONDITIONS

2. The Consent of the Minister, pursuant to section 40(1) of the *National Parks Act 1975*, is given to search for stone under section 77A(1) of the *Mineral Resources (Sustainable Development) Act 1990* (Vic), for a **period of five years** from the date on which the Minister gives her consent, subject to the terms and conditions set out below.
3. This Consent has no force or effect until the date which is fourteen sitting days after notice of this Consent has been laid before both Houses of Parliament unless deemed to have been revoked by either House of Parliament in accordance with section 40(6) of the *National Parks Act 1975*.

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## OBLIGATIONS AND RESPONSIBILITIES

4. The Consent is not transferable without the approval of the Minister.
5. The Consentee shall observe the *National Parks Act 1975* and the National Parks Regulations 2013.
6. The Consent of the Minister, pursuant to section 40 of the *National Parks Act 1975*, is given to search for stone within Tyers Park whereby that searching is limited to and does not extend beyond:
  - a) The search interval on W3 Track as defined in Clause 2.1.2 within the Application, dated 15 November 2021 submitted to the Minister for Energy, Environment and Climate Change.
  - b) an authority granted under the *Mineral Resources (Sustainable Development) Act 1990* (Vic), and
  - c) the terms and conditions of this Consent.
7. In the event that there is a dispute between the Consentee and the District Manager or other Parks Victoria nominee concerning any operations, approvals, requirements or conditions which are the subject of this Consent, the outcome will be determined by the Secretary to the Department of Environment, Land, Water and Planning or nominee in consultation with the Consentee, the District Manager and the Inspector.

## FURTHER OBLIGATIONS AND CONSENTS ETC.

8. All statutory obligations (including those under the *Native Title Act 1993* (Cth), *Aboriginal Cultural Heritage Act 2006* (Vic) and *Planning and Environment Act 1987* (Vic)) must be met and all consents and permissions of statutory, public or other authorities which are required for the searching operations must be obtained by the Consentee before the operations commence and thereafter must be kept current until the operations have ceased. This Consent has no effect until these obligations are met and all consents and permissions are obtained.

## COMPLIANCE

9. If during the period of this Consent (Condition 2), the Consentee breaches or neglects to comply with the terms and conditions of this Consent, the Regional Director may request the Consentee to undertake any necessary works at the Consentee's own cost to remedy those breaches. If the Regional Director requests that the Consentee undertake necessary works then the Consentee will implement the works within 30 days of the request.

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## SUPERVISION AND CONTROL

10. The Consentee shall nominate a Site Manager, who shall be responsible for ensuring that on-site searching operations are conducted in accordance with this Consent. The Consentee shall provide to the District Manager the name, telephone number, email address and postal address of the Site Manager and the Consentee shall notify the District Manager of any change in the name or contact details of the nominated Site Manager responsible for the Site.
11. The Consentee will liaise with Parks Victoria during the term of the searching operations. The Site Manager will liaise with the District Manager or Parks Victoria nominee at regular intervals with respect to the searching operations and advise of the times and dates of operations within the Tyers Park and any other details required by the District Manager.
12. The Site Manager shall abide by reasonable directions of the District Manager or Parks Victoria nominee in relation to protection of park values, including flora and fauna and public use.
13. To ensure minimal impact on the Park as a result of searching operations, the Consentee, with the assistance of the District Manager or Parks Victoria nominee, shall ensure that all staff or agents engaged by the Consentee to conduct searching operations are fully briefed on all operating procedures as outlined in Premium Limestone Victoria P/L Environment Plan referred to in condition 14 of this Consent.
14. The Consentee must submit an Environment Plan that details all measures to manage soil, pathogens, drainage, plant and vehicle hygiene, spillage and contamination, health and safety of Consentee staff and agents and Park visitors, flora and fauna, noise and dust to the Chief Executive Officer of Parks Victoria for approval at least six weeks before the proposed commencement of searching operations.

**Note:** The Chief Executive Officer of Parks Victoria must not unreasonably withhold their approval.

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## PROTECTION OF FLORA AND FAUNA

15. The Consentee must not, within the Park, clear, cut, trim, damage or remove any vegetation.
16. The District Manager or Parks Victoria nominee may request the Consentee to cease or shut down all operations or specific operations within the Park at any stage for a nominated period of time if he/she reasonably believes that continuation of the operations will result in a substantial impact on park values, including flora and fauna.
17. In the case of a cessation or shut down in excess of two days, the District Manager shall convey the shut down request (Condition 16) to the Consentee in writing, stating the reasons for the shut down. In the case of a shut down of two days or less, the District Manager shall convey the shut down request to the Consentee verbally stating the reasons for the shut down.

## VEHICLES

18. The Consentee shall not operate equipment or vehicles at any time when, in the opinion of the District Manager or other Parks Victoria nominee in consultation with the Inspector, conditions become unsuitable.
19. The Consentee shall not wash or service vehicles or other machinery in the Park.
20. The Consentee must report fuel or oil spills as soon as possible to the District Manager or other Parks Victoria nominee. If a spill of fuels or lubricants occurs, the contaminated soil and used absorbent material must be treated as waste and disposed of at a site approved for such disposal. Clean up must be in accordance with Environment Protection Authority regulations and standards.
21. The Consentee shall ensure that any vehicles and equipment entering the Park for the purposes of searching operations are free of organic matter at the point of entry.

## ACCESS

22. The Consentee must confine the operation of vehicles and machinery to existing roads and tracks and carparks that are open to the public. The Consentee must not construct any new road, track or carpark or upgrade or modify any existing road, track or carpark.
23. The Consentee must not, in the conduct of operations, obstruct or diminish public access to and use of the Park other than as approved in the Environment Plan.

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## FIRE PREVENTION

24. The Consentee shall take all reasonable precautions to prevent entry of any fire that starts on the drill site or other areas outside the Park subject to operations or any associated activities, from entering the Park.
25. The Consentee shall cease all operations or specific operations within the Park at the direction of the District Manager or Parks Victoria nominee on any day or days of severe fire danger, i.e. days of forecast Forest Fire Danger Index of 50 or above for the Gippsland Fire District.
26. The Consentee shall ensure that all engines entering the Park are fitted with effective exhaust pipes, mufflers and spark arresters.

## WASTE AND RUBBISH

27. The Consentee must not deposit or dispose of waste, rubbish or litter in the Park; or cause or allow waste, rubbish or litter as a result of searching operations or any associated activities outside the Park, to enter the Park.

## SITE REHABILITATION

28. In the event of any damage to the Park as a result of the searching operations or any activities associated with those operations, the Consentee shall 'make good' the damage to the satisfaction of the District Manager and the Inspector.

## INDEMNITY, RELEASE AND INSURANCE

### Indemnity

29. The Consentee indemnifies and agrees to keep indemnified the Minister, the Secretary and Parks Victoria, against all actions, claims, demands, losses, damages, costs and expenses (whether direct or consequential) for which any of the Minister and Secretary and Parks Victoria is or may be or becomes liable concerning:
  - a) the default of the Consentee under this Consent;
  - b) loss, damage, or injury to property or persons caused or contributed by the Consentee's act, omission, default or negligence -  
except to the extent caused or contributed to by the negligence of the relevant indemnified party.
30. References in this condition to the Consentee, Parks Victoria, Minister and Secretary, include their respective officers, employees, agents, contractors, subcontractors and invitees.

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## Release

31. The Consentee agrees that it:

- a) occupies and uses the Site at its own risk; and
- b) has inspected the Site and is of the opinion that the Site is safe and suitable for the activities of the Consentee.

32. The Consentee releases Parks Victoria, the Minister and Secretary from:

- a) all claims and demands resulting from any accident, damage, death or injury occurring at the Site or any other areas used by the Consentee in connection with this Consent; and
- b) all loss, cost, damage, liability or other detriment (whether direct or consequential) suffered or incurred by the Consentee -

as a direct or indirect result of the Consentee's occupation and use of the Site, except to the extent caused or contributed to by the negligence of the relevant released party.

33. References in this condition to the Consentee, Parks Victoria, Minister and Secretary include their respective officers, employees, agents, contractors, subcontractors, invitees and their successors and assigns.

## Insurance

34. The Consentee must affect and maintain throughout the period of this Consent, with an insurer approved by Parks Victoria, which approval shall not be unreasonably withheld:

- a) a public liability insurance policy for not less than \$20 million (or greater amount required by Parks Victoria) in respect of any single claim arising out of the activities of the insured, covering all third-party claims arising out of:
  - i) loss, including financial loss, destruction or damage to real or personal property and ensuing loss of use of the property;
  - ii) death, injury to, or disease of persons; and
- b) an employer's liability and worker's compensation policy which covers any damage, loss or liability suffered or incurred by any person engaged by the Consentee arising:
  - i) by virtue of any statute relating to workers' or accident compensation or employer's liability;
  - or
  - ii) at common law -

such policies referred to collectively as "the Policy".



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35. The Consentee must effect and maintain the Policy in the names of the Insured, Parks Victoria, the Minister and Secretary, for each of their rights, interests and liabilities arising out of the activities of the Insured.
36. The Consentee must ensure that the Policy contains provisions under which:
  - a) the Insurer waives all rights to which it may become entitled by subrogation against any one or more of the Insured;
  - b) each of the Insured waives all rights to which it might become entitled by subrogation against any of the other Insured;
  - c) failure by any of the Insured to comply with the terms of the Policy will not prejudice the insurance for any of the other Insured; and
  - d) no alterations may be made to the Policy unless first approved by Parks Victoria.
37. The Consentee must provide Parks Victoria with:
  - a) a certificate of currency for the Policy which clearly confirms the requirements of the preceding condition 36:
    - i) prior to the commencement date; and
    - ii) within 14 days of each anniversary of the commencement date throughout the term; and -at any other time upon request by Parks Victoria.
38. The Consentee acknowledges that any rights it may have under this Consent will end if it does not comply with condition 37.
39. The Consentee must promptly notify Parks Victoria if:
  - a) an event occurs which may give rise to a claim under or prejudice the Policy; or
  - b) the Policy is cancelled.
40. The Consentee must not do anything or allow anything to be done which may:
  - a) prejudice any insurance held in connection with the Site; or
  - b) increase the premium payable for any insurance held in connection with the Site.
41. The Consentee must effect and maintain all other insurances in a manner and to such extent which is reasonable and customary for an organisation engaging in activities of the kind referred to and permitted by the Consent.

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42. The Consentee shall deliver upon request to Parks Victoria copies of any policies required to be entered into by it, and Parks Victoria shall have the right to insist on any amendments to the policy wording or limits as it reasonably requires.

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