



# Biodiversity Stewardship Agreement

Made under the *Biodiversity Conservation Act 2016* (NSW)

Biodiversity Stewardship Agreement ID number: [\*]

Property Name: [\*]

SAMPLE

# Part A. Execution

## Executed as a deed

**Executed by the Minister's Representative**  
in the presence of the witness named below:

*I certify that the delegate is personally known to me or as to whose identity I am otherwise satisfied signed this dealing in my presence.*

.....  
Signature of delegate

.....  
Signature of witness

.....  
Date

.....  
Name of witness  
(please print)

.....  
Name and title of delegate  
(please print)

.....  
Address of witness  
(please print)

## Executed by the Owner

Signed, sealed and delivered by the person named below in the presence of the witness named below:

*Certified correct for the purposes of the Real Property Act 1900 by the registered proprietor*

*I certify I am an eligible witness and that the registered proprietor signed this dealing in my presence.  
[See note\* below]*

.....  
Signature

.....  
Signature of witness

.....  
Date

.....  
Name of witness  
(please print)

.....  
Name and Title  
(please print)

.....  
Address of witness  
(please print)

*\*s117 RP Act requires that you must have known the signatory for more than 12 months or have sighted identifying documentation*

# Table of contents

<b>Part A. Execution</b>	<b>2</b>
<b>Part B. Parties</b>	<b>5</b>
<b>Part C. Preamble</b>	<b>5</b>
<b>Part D. Consents required under section 5.9 of the Biodiversity Conservation Act</b>	<b>6</b>
<b>Part E. Schedule of Terms</b>	<b>7</b>
<b>Part F. Conditions</b>	<b>11</b>
1. <b>Definitions and interpretation</b>	<b>11</b>
2. <b>Commencement and term</b>	<b>11</b>
3. <b>Aboriginal Objects and Aboriginal Places</b>	<b>11</b>
4. <b>General restrictions on use of Biodiversity Stewardship Site and the Land</b>	<b>11</b>
5. <b>Management Plan</b>	<b>12</b>
6. <b>Exceptions</b>	<b>12</b>
7. <b>Reporting, record keeping and notification requirements</b>	<b>13</b>
8. <b>Owner's obligations where Land is used by third parties</b>	<b>13</b>
9. <b>Change of Owner or Occupant of Land</b>	<b>13</b>
10. <b>Owner to permit access for Research and Monitoring</b>	<b>14</b>
11. <b>Management payments and annual contributions</b>	<b>14</b>
12. <b>Acknowledgment of Support</b>	<b>16</b>
13. <b>Publicity</b>	<b>17</b>
14. <b>GST</b>	<b>17</b>
15. <b>Biodiversity credits</b>	<b>17</b>
16. <b>Owner's warranties as to ownership and Biodiversity</b>	<b>18</b>
17. <b>Owner to obtain all necessary consents and comply with all Laws</b>	<b>18</b>
18. <b>Land Titles Registration</b>	<b>18</b>
19. <b>Right to caveat</b>	<b>19</b>
20. <b>Review</b>	<b>19</b>
21. <b>Indemnity and release</b>	<b>19</b>
22. <b>Variation and termination</b>	<b>19</b>
23. <b>Force majeure</b>	<b>20</b>
24. <b>Dispute resolution</b>	<b>20</b>
25. <b>Disclosure of Deed and information</b>	<b>20</b>
26. <b>Costs</b>	<b>21</b>
27. <b>Delegation of Minister's powers</b>	<b>21</b>
28. <b>Discretion and no fetter</b>	<b>21</b>
29. <b>Default and Minister's rectification rights</b>	<b>21</b>
30. <b>Notices</b>	<b>21</b>
31. <b>General</b>	<b>22</b>
<b>Attachment 1: Biodiversity stewardship site boundary map</b>	<b>25</b>

<b>Attachment 2: Biodiversity credits</b>	<b>26</b>
<b>Attachment 3: Reporting Obligations</b>	<b>27</b>
<b>Attachment 4: Management Plan</b>	<b>28</b>
<b>Attachment 5: Dictionary</b>	<b>75</b>

SAMPLE

## Part B. Parties

The parties to this Deed are:

- The person or entity named in Item B, subject always to clause 31.1(h) (**Owner**)
- The person or entity named in Item C (**Minister**)

Note: This Deed, once Registered, is binding on successors in title and not just the owner named above.

Note: The Minister may delegate any of the Minister's functions (other than the power of delegation) to the Environment Agency Head or any person employed in DPIE, or any person, or a person of a class, prescribed by the Biodiversity Conservation Regulation.

Note: Any reference in this Deed to the word "Item" is a reference to the relevant item in the Schedule of Terms at Part E of this Deed.

## Part C. Preamble

- A. The parties have agreed to enter into a Biodiversity Stewardship Agreement under Part 5 Division 2 of the Biodiversity Conservation Act for the purpose of establishing a Biodiversity Stewardship Site and contributing to the conservation of Biodiversity Values and Biodiversity in New South Wales.
- B. The Minister has delegated the power to enter into this Deed to the Minister's Representative in accordance with section 14.4 of the Biodiversity Conservation Act.
- C. The Owner owns the Land, which includes the Biodiversity Stewardship Site.
- D. The Owner has agreed to:
- (a) carry out Management Actions (which includes refraining from carrying out certain activities); and
  - (b) meet certain Reporting Obligations,
- in relation to the Biodiversity Stewardship Site, and as a result:
- (c) is entitled to Biodiversity Credits determined in accordance with the Biodiversity Assessment Method; and
  - (d) may be entitled to receive payments from the Fund Manager,
- in accordance with the Law and the terms and conditions set out in this Deed.

## Part D. Consents required under section 5.9 of the Biodiversity Conservation Act

[\*]

Entry into and registration of this Biodiversity Stewardship Agreement is consented to by:

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[\*]

[\*]

[\*]

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## Part E. Schedule of Terms

<b>Item A</b>	<b>Agreement Date</b>	
	[ ]	
<b>Item B</b>	<b>Owner name</b>	
	Name of Owner at Agreement Date	[*]
	Address for service of notices	[*] Email: [*]
<b>Item C</b>	<b>Minister</b>	
	Name	The Minister responsible for administering the <i>Biodiversity Conservation Act 2016</i> (NSW) which, as at the Agreement Date, is the Minister for the Environment of the State of New South Wales
	Address for service of notices	Biodiversity Conservation Trust Locked Bag 5022 Parramatta New South Wales 2124 Email: info@bct.nsw.gov.au
<b>Item D</b>	<b>Minister's Representative</b>	
	Name	The person or class of persons to whom the Minister delegates from time to time, pursuant to section 14.4 of the Biodiversity Conservation Act, the exercise of any function of the Minister in relation to biodiversity stewardship agreements under Part 5 Division 2 of the Biodiversity Conservation Act and who, as at the Agreement Date, is the "Senior Executive of the Biodiversity Conservation Trust of New South Wales"
	Address for service of notices	Biodiversity Conservation Trust Locked Bag 5022 Parramatta New South Wales 2124 Email: info@bct.nsw.gov.au
<b>Item E</b>	<b>Fund Manager</b>	
	Name	The Biodiversity Conservation Trust of New South Wales
	Address for service of notices	Biodiversity Conservation Trust Locked Bag 5022 Parramatta New South Wales 2124 Email: info@bct.nsw.gov.au
<b>Item F</b>	<b>Details of Land and Biodiversity Stewardship Site</b>	
	Land	[*] Known as [*] Note: This agreement applies, including if Registered, to the whole of the Land, which may be comprised of areas larger than, and/or additional to, the Biodiversity Stewardship Site. Certain obligations and restrictions may apply to the whole of the Land, whilst others may apply only to the Biodiversity Stewardship Site itself

	Biodiversity Stewardship Site	The area outlined on the biodiversity stewardship site boundary map in Attachment 1, having an approximate area shown below
	Approximate area of Biodiversity Stewardship Site	[*]
<b>Item G</b>	<b>Aboriginal Objects and Aboriginal Places known to be, or recorded in AHIMS as being, present on Biodiversity Stewardship Site</b>	
(clause 3)	<p>[*]</p> <p>Note: The above is based on the Owner's knowledge, and a search that the Minister's Representative has conducted of the Aboriginal Heritage Information Management System (<b>AHIMS</b>) to determine whether any Aboriginal objects or Aboriginal places are recorded in that system as existing in, on, under or in relation to the Biodiversity Stewardship Site. The fact that AHIMS does not have any recordings in relation to the Biodiversity Stewardship Site does not mean that Aboriginal objects or Aboriginal places do not exist in, on under or in relation to the Biodiversity Stewardship Site (and if Aboriginal objects or Aboriginal places are recorded, this does not mean that additional Aboriginal objects or Aboriginal places do not also exist in, on, under or in relation to the Biodiversity Stewardship Site).</p>	
<b>Item H</b>	<b>Biodiversity Stewardship Site Assessment Report</b>	
	The report prepared by an accredited person pursuant to the Biodiversity Conservation Act, titled "Biodiversity Stewardship Site Assessment Report" submitted with the application to enter a biodiversity stewardship agreement for the Biodiversity Stewardship Site and dated [*date] a copy of which is set out in a document which is separate to this Deed which has been signed by the parties for identification purposes	
<b>Item I</b>	<b>Permitted Exceptions</b>	
(clause 6)	<b>Action</b>	<b>Management Zone/s</b>
	Any activity or any development specifically permitted or required as part of an Identified Legal Requirement	All zones
	Any activity or any development specifically permitted or required as part of a Management Action	All zones
	Recreational activities that are passive in nature, including nature based recreations such as birdwatching and bush walking	[*]
	Traditional Aboriginal cultural activities, except commercial activities	[*]
	Collection of seeds and/or cuttings from the Biodiversity Stewardship Site undertaken in accordance with the Florabank Model Code of Practice	[*]
<b>Item J</b>	<b>Special conditions</b>	
(clause 1(b))	[*]	



# Payment schedule

(clauses 11 and 14)

Item K	Total fund deposit		
	[*amount] (excluding GST) Note: Section 6.21 of the <i>Biodiversity Conservation Act 2016</i> (NSW) requires that the Total Fund Deposit (or a proportion thereof if not all credits generated in connection with the Biodiversity Stewardship Site are being transferred) must be paid into the Biodiversity Stewardship Payments Fund before the first transfer (or retirement without transfer) of each Biodiversity Credit can be registered		
Item L	Payment schedule years 1 - 20		
	<b>Payment timing</b>	<b>Amount (excluding GST)</b>	
	At the beginning of the first Payment Year	\$[* amount for the first year ]	
	At the beginning of the second Payment Year	\$[* amount for the second year ]	
	At the beginning of the third Payment Year	\$[* amount for the third year ]	
	At the beginning of the fourth Payment Year	\$[* amount for the fourth year ]	
	At the beginning of the fifth Payment Year	\$[* amount for the fifth year ]	
	At the beginning of the sixth Payment Year	\$[* amount for the sixth year ]	
	At the beginning of the seventh Payment Year	\$[* amount for the seventh year ]	
	At the beginning of the eighth Payment Year	\$[* amount for the eighth year ]	
	At the beginning of the ninth Payment Year	\$[* amount for the ninth year ]	
	At the beginning of the tenth Payment Year	\$[* amount for the tenth year ]	
	At the beginning of the eleventh Payment Year	\$[* amount for the eleventh year ]	
	At the beginning of the twelfth Payment Year	\$[* amount for the twelfth year ]	
	At the beginning of the thirteenth Payment Year	\$[* amount for the thirteenth year ]	
	At the beginning of the fourteenth Payment Year	\$[* amount for the fourteenth year ]	
	At the beginning of the fifteenth Payment Year	\$[* amount for the fifteenth year ]	
	At the beginning of the sixteenth Payment Year	\$[* amount for the sixteenth year ]	
	At the beginning of the seventeenth Payment Year	\$[* amount for the seventeenth year ]	
	At the beginning of the eighteenth Payment Year	\$[* amount for the eighteenth year ]	
	At the beginning of the nineteenth Payment Year	\$[* amount for the nineteenth year ]	
	At the beginning of the twentieth Payment Year	\$[* amount for the twentieth year ]	
	Note: See definition of "Payment Year" which means that payments start on and from the First Payment Date Note: Amounts above are to be increased by CPI in accordance with clause 11.2(a)		
	OR Not applicable		
Item M	In perpetuity management costs (on and from year 21)		
	<b>Description of Ongoing management action</b>	<b>Frequency of payment</b>	<b>Amount (excluding GST)</b>
	[*]	[*]	\$[*]
	[*]	[*]	\$[*]
	[*]	[*]	\$[*]
	[*]	[*]	\$[*]
	[*]	[*]	\$[*]
	[*]	[*]	\$[*]
	[*]	[*]	\$[*]

Item N	Owner's GST status
	<p data-bbox="295 206 973 280">Registered for GST?      <input type="checkbox"/> Yes      ABN: [*]  <input type="checkbox"/> No</p> <p data-bbox="295 295 1380 369">Note: If the Owner is carrying on an 'enterprise', and the Owner's annual income from that enterprise meets or exceeds the threshold (which, as at the Agreement Date, is \$75,000 (or \$150,000 for a non-profit organisation)) then, in accordance with the Law as at the Agreement Date, the Owner is required to register for GST.</p> <p data-bbox="295 385 1412 504">'Enterprise' has a broad definition, and includes activities that are in the form of a business, or in the form of a concern in the nature of trade. Establishing or operating a Biodiversity Stewardship Agreement may be considered an enterprise (or part of an enterprise) and the Owner's annual income under this Deed and for Management Actions would normally be taken into account in determining whether or not the Owner's annual income meets the GST threshold.</p> <p data-bbox="295 519 1412 616">If you are not carrying on an enterprise, GST will normally not apply to you – but capital gains tax and income tax may still apply. In this case, tick "No" and do not indicate an ABN above. If you do not meet the monetary threshold, but you are carrying on an enterprise, you are still entitled to register for GST if you wish and you may indicate a registered ABN above.</p> <p data-bbox="295 631 1428 694">Please note that the Minister cannot register an Owner for GST or provide tax advice, and the Owner should obtain and rely on independent advice sourced by the Owner (eg the Owner's accountant) as to the appropriate GST status and position</p>

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## Part F. Conditions

### 1. Definitions and interpretation

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- (a) Defined terms used in this Deed are capitalised and the meaning of such terms is set out in the Dictionary in Attachment 5. Provisions relating to interpretation of this Deed are set out in clause 31.1. Definitions and interpretation applying only to Attachment 4 are set out within Attachment 4.
- (b) The Special Conditions take precedence over any Standard Provisions, and the provisions in any Attachment, but only to the extent of any inconsistency.

### 2. Commencement and term

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This Deed:

- (a) is entered into for the purpose of establishing a Biodiversity Stewardship Site under Division 2 of Part 5 of the Biodiversity Conservation Act; and
- (b) commences on the Agreement Date and, subject to the terms of this Deed and the Law, applies in perpetuity and if registered with the Registrar-General is binding on successors in title.

### 3. Aboriginal Objects and Aboriginal Places

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The parties acknowledge that nothing in this Deed authorises (including, by way of a consent, permit, approval or authorisation of any kind for the purposes of Part 6 of the NPW Act) any person to harm, damage or desecrate an Aboriginal Object or Aboriginal Place in, on or under the Biodiversity Stewardship Site, including any objects or places described in Item G.

### 4. General restrictions on use of Biodiversity Stewardship Site and the Land

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- (a) The Owner must not, and must ensure that any Owner Associates do not:
  - (i) do anything;
  - (ii) omit to do anything;
  - (iii) allow any act or omission by a third party, that may have a negative impact on:
    - (iv) Biodiversity Values, or
    - (v) Biodiversity, including any Protected Animals, Native Plants, Threatened Species, Threatened Ecological Communities, and their habitatsin, on, under or in relation to the Biodiversity Stewardship Site, except to the extent specifically permitted by this Deed (including under clause 6 and the Management Plan) or the Law.

Note: "habitats" will generally include bush rock and fallen timber.

- (b) Without limiting clause 4(a), the Owner must not:
  - (i) carry out, or allow to be carried out, any Development in, on, under or in relation to the Biodiversity Stewardship Site except to the extent specifically permitted by this Deed (including under clause 6 and the Management Plan) or the Law; or
  - (ii) Subdivide the Biodiversity Stewardship Site.

Note: Native vegetation may only be cleared on a Biodiversity Stewardship Site if it is a Permitted Exception and to the extent and in the manner permitted by this Deed. See Item I.

- (c) The Owner may Subdivide the Land (but not that part of the Land comprising the Biodiversity Stewardship Site) if the Minister is satisfied that the Subdivision will have no negative impact on the Biodiversity or Biodiversity Values in, on or in relation to the Biodiversity Stewardship

Site. The Owner must obtain the Minister's written consent prior to taking any steps to Subdivide the Land.

## **5. Management Plan**

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### **5.1 Generally**

The Owner must comply with the Management Plan, including carrying out all Management Actions.

Note: the Minister may direct that payments be made to assist with the costs of carrying out the Management Actions - see clause 11.

### **5.2 Time for compliance with a Management Action**

- (a) An obligation to carry out a Management Action:
  - (i) commences on a date set out in, or determined in accordance with, the Management Plan;
  - (ii) must be carried out within the time frames specified in the Management Plan (where time frames are specified);
  - (iii) must be carried out in accordance with the conditions specified in the Management Plan (where conditions are specified); and
  - (iv) continues in perpetuity, unless otherwise specified in the Management Plan.
- (b) Despite clause 5.2(a)(ii) the obligation to carry out a Management Action continues until the Management Action has been carried out even if the due date for completion of the Management Action has passed.

### **5.3 Third parties may carry out Management Action**

The Owner's obligation to carry out a Management Action will be satisfied if the Management Action is carried out by a third party, however the Owner's obligations are not released and the Owner is still responsible where the Owner contracts or otherwise allocates responsibility for complying with the Owner's obligations to another person.

### **5.4 Obligation to refrain**

- (a) An obligation to carry out a Management Action may include an obligation to refrain from an action or activity from a certain date or event, and where that is the case that obligation applies, whether or not that action or activity had been done on the Biodiversity Stewardship Site prior to that date or event.
- (b) Where a Management Action requires the Owner to refrain from an action or activity, the Owner must not carry out that action or activity and must not cause, authorise or permit any other person to carry out that action or activity.

## **6. Exceptions**

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Despite any other provision of this Deed, the Owner:

- (a) may carry out, or cause or permit to be carried out, any Permitted Exception in compliance with this Deed; and
- (b) in an emergency, or where there is an imminent risk of:
  - (i) serious personal injury; or
  - (ii) irreparable serious damage to property,may do anything that is reasonably necessary to remove or reduce such risk; and
- (c) is not required to comply with any part of a Management Plan to the extent that to do so would be inconsistent with any Identified Legal Requirement.

Permitted Exceptions are the activities described in the table in Item I. Identified Legal Requirements are set out in the Dictionary (Attachment 5). The Owner still need to comply with all Laws in carrying out any Permitted Exception or Identified Legal Requirement (see clause 17)

## **7. Reporting, record keeping and notification requirements**

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### **7.1 Standard reporting obligation**

The Owner must comply with the Reporting Obligations.

### **7.2 Incident reporting**

The Owner must notify the Minister as soon as possible after becoming aware of any one or more of the following:

- (a) any sudden or significant decline in the Biodiversity Values, or Biodiversity, on the Biodiversity Stewardship Site,
- (b) any threat to any of the Biodiversity Values, or Biodiversity, on the Biodiversity Stewardship Site, or
- (c) any breach of this Deed, or any document which is expressed to be ancillary to this Deed, and such notice must include all of the following information:
  - (d) the nature, location and time of the incident;
  - (e) the impact, or anticipated impact, of the incident on Biodiversity and Biodiversity Values on the Biodiversity Stewardship Site;
  - (f) the measures that have been taken or will be taken in response to the incident;
  - (g) any provision of this Deed which may have been breached;
  - (h) the extent of any damage caused by, or anticipated to result from, the incident; and
  - (i) the measures which have been taken, or are proposed to be taken, by the Owner to prevent a recurrence of, and minimise the damage arising from or in connection with, the incident.

Note: this includes an obligation to notify of any matter that is caused by or arises from actions of the Owner, actions of third parties and natural actions (e.g. floods or drought).

## **8. Owner's obligations where Land is used by third parties**

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- (a) The Owner's obligations under this Deed continue when the Land is occupied or used by any third party at the invitation, or with the authorisation, of the Owner or an Owner's Associate.
- (b) The Owner must ensure that:
  - (i) any Occupant and any Owner Associate entering or using the Land is aware of the Owner's obligations under this Deed;
  - (ii) any Occupancy Agreement relating to the Land specifically incorporates all relevant requirements of this Deed and requires that any Occupant will not:
    - (A) cause a breach of this Deed; or
    - (B) act in a way that is inconsistent with the Owner's obligations under this Deed.

## **9. Change of Owner or Occupant of Land**

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### **9.1 Notification**

- (a) The Owner must notify the Minister in writing:
  - (i) if the Owner forms any intent to Sell, as soon as possible after such intent arises;
  - (ii) where part or all of the Land is listed for Sale, within 7 days after the date of such listing;
  - (iii) of any change of ownership of part or all of the Land, within 7 days after such change;
  - (iv) of any change of an Occupant of part or all of the Land, within 28 days after such change.
- (b) A notice under clause 9.1(a)(iii) or 9.1(a)(iv) must include the name and address and other relevant contact details of the New Owner or Occupant.

## 9.2 Obligation to provide copy of Deed to any New Owner

The Owner must provide a copy of:

- (a) this Deed; and
- (b) all records required to be kept pursuant to the Reporting Obligations,

to any New Owner before completion of the Sale.

## 9.3 Right to withhold payments for site splitting

The Minister may withhold payments due under this Deed if ownership of the Land has been split, and this Deed has not been varied to allocate obligations, and entitlement to payment, as between the new Owners.

Note: site splitting can occur where part of the Land is sold or where different parts of the Land are gifted to 2 or more beneficiaries, including under a will, with the effect that legal ownership of different parts of the Land is separated. The Owner should contact the Minister before taking any steps to gift or sell anything less than the whole of the Land to others to ensure that payments are not affected.

Under clause 5.7 of the Biodiversity Conservation Regulations as at the Agreement Date the Minister may only agree to a variation, including for site splitting, if it is satisfied that the variation will not have a negative impact on the Biodiversity Values protected by the agreement (or that any negative impact will be offset by other measures required to be taken by the Owner). Clause 22 of this Deed sets out how a variation may be agreed.

## 10. Owner to permit access for Research and Monitoring

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- (a) The Owner must do all reasonable things to allow any Authorised Entrant to safely and reasonably access the Biodiversity Stewardship Site at any time to carry out Research or Monitoring, but only where the Minister, Minister's Representative or the Authorised Entrant has given reasonable notice to both the Owner and any Notified Occupant of the Authorised Entrant's intention to enter the Biodiversity Stewardship Site and the nature of the Research or Monitoring to be conducted.

Note: Clause 11.3(c) allows the withholding of payments if the Owner restricts access.

- (b) Unless otherwise agreed between the parties, reasonable notice for the purpose of clause 10(a) will be at least:
  - (i) 5 Business Days for Monitoring; and
  - (ii) 5 Business Days for Research.
- (c) The requirements in clauses 10(a) and 10(b) do not affect or limit the powers of Authorised Officers to enter premises in accordance with Part 12 of the Biodiversity Conservation Act.

Note: Part 12 of the Biodiversity Conservation Act grants authorised officers rights to enter premises (not limited to biodiversity stewardship sites) for various reasons including determining whether there has been compliance with or a contravention of the Biodiversity Conservation Act, determining whether there has been compliance with a biodiversity stewardship agreement and for obtaining information or records for purposes connected with the administration of the Biodiversity Conservation Act.

## 11. Management payments and annual contributions

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### 11.1 Direction to pay

- (a) Subject to clauses 11.1(b) and 11.3(a), the Minister will direct the Fund Manager to make payments:
  - (i) equal to the Payment Amount on or after each corresponding date (or the date that the relevant event occurs) in the Payment Table, increased in accordance with clause 11.2;
  - (ii) from the Relevant Account; and
  - (iii) to the Owner's Nominated Bank Account.
- (b) The Minister may only make the direction referred to in clause 11.1(a):
  - (i) after the First Payment Date;
  - (ii) if the Relevant Account has sufficient funds to cover the Management Payment;

- (iii) if the Owner has submitted the Annual Report for the most recent Reporting Period in accordance with this Deed; and
- (iv) if the Minister has reviewed the Annual Report for the most recent Reporting Period and is satisfied:
  - (A) with the content of the Annual Report; and
  - (B) that the Owner has complied with the Owner's obligations under this Deed during the most recent Reporting Period.

## 11.2 CPI increase

- (a) The parties acknowledge that the amounts specified in the Payment Tables are present values as at the Agreement Date and are exclusive of GST (for GST registered Owners) and that each amount is to be increased to the amount which is "PA" in the formula below:

$$PA = \frac{A \times B}{C}$$

Where:

- (i) A is the dollar value (\$) of the amount as set out in the Payment Table prior to indexation by CPI
- (ii) B is the CPI for the June Quarter published immediately prior to the date that payment is due to be made
- (iii) C is the CPI for the June Quarter published immediately prior to the Agreement Date provided that, each amount in the Payment Tables will remain unchanged if applying the formula above would result in the amount decreasing.

## 11.3 Withholding, reduction and additional payments

- (a) The Minister may direct that Management Payments should not be made, or should be reduced or delayed, for a specified period of time or until further notice:
  - (i) if the Relevant Account has an Operational Deficit greater than the Operational Deficit Threshold;
  - (ii) whilst the Owner owes the Minister any amount in respect of any breach or negligence by the Owner under this Deed or at Law, including any amount payable under clause 21.2(a) or 26, in which case the Minister may set off the amounts owed by the Owner against the Management Payments;
  - (iii) where this Deed has been terminated; or
  - (iv) where clause 23 applies.

Note: Withholding or lowering payments when funds in the account are below the Operational Deficit Threshold may help to preserve the long-term financial viability of the account for the Owner.

- (b) If the Minister directs that Management Payments be reduced or not be made for a specified period of time or until further notice in accordance with clause 11.3(a), then the Minister may (but is not required to), by written agreement with the Owner, suspend or vary any of the Owner's obligations to carry out Management Actions under this Deed for the same period of time or some other period.

Note: The Minister must not agree to any variation or suspension under clause 11.3(b) unless the Minister is satisfied that the suspension or variation does not have a negative impact on the Biodiversity Values protected by the Deed or that other measures required by the Minister have been taken by the Owner to offset any such negative impact.

- (c) If the Owner does not comply with this Deed, including clause 10(a) in relation to access for Monitoring, the Fund Manager may withhold any payment due to the Owner under clause 11.1(a) until such time as the Owner complies with this Deed.

- (d) The Owner acknowledges that the Minister may, in addition to the Management Payments, direct additional payments to be paid from the Biodiversity Stewardship Payments Fund to the Owner, but only to the extent permitted by the Biodiversity Conservation Act.

#### **11.4 Annual Contribution**

- (a) The Owner authorises the Minister to deduct and retain the Annual Contribution for the relevant Payment Year (and any outstanding Annual Contributions from any previous Payment Year) from each Management Payment made to the Owner.
- (b) Despite clause 11.4(a), if the Minister does not, or is not able to, deduct and retain the Annual Contribution in accordance with clause 11.4(a), the Owner must pay the Annual Contribution in accordance with the Owner's obligations under the Biodiversity Conservation Act.
- (c) The Minister will, where relevant following a Management Payment, issue the Owner with an invoice confirming that the Annual Contribution has been deducted from the relevant Management Payment.

Note: under section 6.38(7) of the Biodiversity Conservation Act the Minister may waive the annual contribution in certain circumstances.

#### **11.5 Bank account details**

- (a) The Owner must, before it is entitled to receive any payments under this Deed, give the Fund Manager written notice:
  - (i) specifying the details of the Owner's bank account into which the Owner wishes to receive payments under this Deed, including the:
    - (A) account name;
    - (B) name of the bank;
    - (C) BSB; and
    - (D) account number; and
  - (ii) evidence of the written consent of all Owners of the Biodiversity Stewardship Site to such bank account details.
- (b) The Owner may, from time to time, change the details of its bank account by giving the Fund Manager at least 5 Business Days written notice (which notice must contain the same details and consents referred to in clauses 11.5(a)(i) and 11.5(a)(ii)).

Note: The Owner must serve notice of its bank account details in accordance with clause 30. The Owner may only nominate another bank account that is also in the Owner's name. It is not possible to nominate a third party bank account.

- (c) For the avoidance of doubt, the Fund Manager is not:
  - (i) required to start making any payments under this Deed until at least 5 Business Days after the date that the Owner provides a proper notice under clause 11.5(a);
  - (ii) required to start making payments to any alternative or new bank account until at least 5 Business Days after the date that the Owner provides a proper notice under clause 11.5(b);
  - (iii) liable to the Owner for any loss of any payments through failure of the financial institution in which the payments have been deposited; or
  - (iv) required to re-pay any amount that it paid to the Nominated Bank Account if the Owner's bank account details have not been properly updated in accordance with clause 11.5(b).

#### **12. Acknowledgment of Support**

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- (a) The Owner must acknowledge NSW Government's support in accordance with the Funding Acknowledgement Guidelines as notified by the Minister including acknowledgement of NSW Government support on signage and in any other public communications.



- (b) The Owner must, unless the Minister agrees otherwise, use the NSW Government's Waratah logo in conjunction with all acknowledgements of NSW Government support in accordance with the Funding Acknowledgement Guidelines.

### **13. Publicity**

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- (a) The Owner must provide the Minister with at least 15 Business Days' notice of any proposed announcements, launches or public events relating to the biodiversity stewardship agreement for the Biodiversity Stewardship Site, and provide an opportunity for a representative of the NSW Government to attend and speak at any launch or public event.
- (b) The NSW Government may issue public communications on the provision of funding to the Owner and progress on completing the Management Actions. Where practicable to do so, the Minister will give the Owner advance notice of such communications and their content.

### **14. GST**

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#### **14.1 Owner may recover GST**

- (a) Where a Supplier makes a Taxable Supply to a Recipient, the Recipient must pay to the Supplier an additional amount equal to the GST payable by the Supplier (unless the consideration for that Taxable Supply is expressed to include GST). The additional amount must be paid when any consideration for the Taxable Supply is first paid or provided. The Supplier must provide to the Recipient a Tax Invoice at the time of payment, except where clause 14.2 applies.

Note: Definitions used in this clause are defined in the Dictionary under "GST Act".

- (b) If this Deed:
  - (i) requires a party to pay for, reimburse, set off or contribute to any expense, loss or outgoing suffered or incurred by any other party; and
  - (ii) the other party is entitled to an Input Tax Credit in respect of such payment, reimbursement or contribution,

then the amount required to be paid, reimbursed, set off or contributed is reduced by the amount of any applicable Input Tax Credit. The reduction is to be made before the calculation of any additional amount payable under clause 14.1(a).

#### **14.2 Minister may issue recipient created Tax Invoices**

- (a) The parties acknowledge that, if the Owner is registered for GST, recipient created tax invoices will be issued from the Biodiversity Stewardship Payments Fund (ABN 37 151 321 702) to the Owner on payment of the Management Payments.
- (b) The recipient created tax invoices will be for the supply by the Owner of the Owner's obligation to carry out the Management Actions under this Deed.
- (c) The recipient created tax invoices will be issued on payment of the Management Payments.
- (d) Under this recipient created tax invoice agreement, the Owner guarantees that the Owner will not issue any Tax Invoice for the Supplies.
- (e) The Owner must notify the Fund Manager immediately if the Owner ceases to be registered for GST.
- (f) The Biodiversity Stewardship Payments Fund is registered for GST and the Minister will notify the Owner promptly if the Biodiversity Stewardship Payments Fund ceases to be registered.

### **15. Biodiversity credits**

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- (a) The parties agree that each of the Biodiversity Credits listed in Attachment 2 are created by this Deed either:
  - (i) on the Registration Date; or.

- (ii) on the date determined in accordance with, or on the happening of the event, as specified in relation to that credit in Attachment 2.
- (b) Once a Biodiversity Credit is created, then unless otherwise required by this Deed or any other arrangement, the Owner may retain or sell the Biodiversity Credit at the Owner's discretion.

Note: The sale price of each Biodiversity Credit will be negotiated between the Owner and the buyer and will be affected by supply and demand for the relevant class of Biodiversity Credit. When a credit is sold, the amount paid for the purchase price for the credit must be paid into the Biodiversity Stewardship Payments Fund until the full Total Fund Deposit for the Biodiversity Stewardship Site has been paid into the Biodiversity Stewardship Payments Fund. There is no certainty that the Owner will be able to sell the Biodiversity Credits for their market value as at the date of the Biodiversity Stewardship Assessment Report or entry into the Agreement.

- (c) To avoid doubt, the retirement, suspension or cancellation of any or all of the Biodiversity Credit does not affect the Owner's obligations to comply with the Management Plan, including carrying out the Management Actions.
- (d) The Owner acknowledges that:
  - (i) Biodiversity Credits may be varied, suspended or cancelled in certain circumstances under the Biodiversity Conservation Act; and
  - (ii) no compensation is payable by the Minister in respect of such variation, suspension or cancellation except where compensation is payable under the Biodiversity Conservation Act or at Law.
- (e) The Owner warrants that it will not allow any mortgage, lease, charge or other security over the Biodiversity Credits, except as authorised by the Regulations.

#### **16. Owner's warranties as to ownership and Biodiversity**

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The Owner warrants that, as at the Agreement Date:

- (a) the Owner is the Owner of the Land and there is no other person who is Owner of the Land;
- (b) the Owner is not aware of any challenge to the Owner's ownership of the Land, and
- (c) there has been no sudden or significant decline in the Biodiversity and Biodiversity Values on the Biodiversity Stewardship Site since the Assessment Date.

#### **17. Owner to obtain all necessary consents and comply with all Laws**

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- (a) The Owner warrants that:
  - (i) as at the Agreement Date, the Owner has obtained the written consent of all persons whose consent is required to the entry into this Deed and Registration; and
  - (ii) if any further consents are required on or after the Agreement Date, the Owner will promptly obtain the written consent of all such persons including where consent is required for the continuation, variation or termination of this Deed or any Registration of such dealings,  
whether required by this Deed or by Law.
- (b) The Owner must obtain all licences, consents, authorisations, permits and approvals necessary for, and comply with all Laws in relation to carrying out the Owner's obligations under, or activities permitted under, this Deed, including any Permitted Exceptions and the Management Actions (if any).

#### **18. Land Titles Registration**

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- (a) The Minister will:
  - (i) Register this Deed, as soon as practicable after the Agreement Date, subject to the Owner's compliance with clauses 15 and 18(b) where applicable; and
  - (ii) register any Site Sketch Plan, which plan is to be prepared by the Owner, as part of this Deed.

- (b) If the Owner requires that the Land or Conservation Area be described by reference to a separate deposited plan, then unless otherwise agreed, the Owner must pay the costs of such separate deposited plan including surveying costs and any additional costs associated with registration of such deposited plan.
- (c) The Owner agrees to do all things reasonably required by the Minister to facilitate Registration, including signing relevant dealing forms and any abstracts.

Note: The costs of preparing and registering this Deed, and the cost of registration fees are addressed in clause 26.

## **19. Right to caveat**

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The Owner agrees that the Minister may register a caveat or priority notice against the Land to protect its interests under the Biodiversity Conservation Act and this Deed.

Note: The Minister will generally not lodge a caveat or priority notice once this Deed has been properly Registered.

## **20. Review**

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- (a) The Owner must procure a Formal Review of the Management Plan and provide a copy of such Formal Review to the Minister within the 6 month period commencing on each Review Date.
- (b) Nothing in this clause 20 requires either party to agree to a variation to any part of the Deed proposed by another party as a result of a Formal Review.

## **21. Indemnity and release**

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### **21.1 Release**

The Owner agrees that the Protected Persons are not responsible for and releases each of the Protected Persons from any Claims arising from, in connection with, or as a consequence of:

- (a) the Owner carrying out its obligations under this Deed or acting on financial, technical or other advice provided under or in connection with the Deed;
- (b) a Protected Person exercising a right or carrying out an obligation under this Deed or the Law, including in relation to the variation or termination of this Deed;
- (c) the provision by a Protected Person of financial advice, technical advice or other assistance under, or in connection with the implementation of this Deed or the failure to provide such advice or assistance,

except to the extent caused or contributed to by the negligence or default of the Protected Persons.

### **21.2 Indemnity**

- (a) The Owner indemnifies the Protected Persons against all Claims that the Protected Persons may sustain or incur arising from, in connection with, or as a consequence of the Owner's, Occupant's or the Owner's Associate's negligence or default under this Deed.
- (b) Unless this Deed expressly provides otherwise:
  - (i) each indemnity in this Deed survives the expiry, termination or surrender of this Deed; and
  - (ii) a party may recover a payment under an indemnity in this Deed before it makes the payment in respect of which the indemnity is given.

## **22. Variation and termination**

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- (a) This Deed may only be varied or terminated in writing and in accordance with the Biodiversity Conservation Act.
- (b) The Owner waives any right to request voluntary termination in accordance with sections 5.10(5) and (6) of the Biodiversity Conservation Act.
- (c) This clause 22 does not affect the ability of the Minister and the Owner to terminate this Deed by consent in accordance with section 5.10(2)(a) of the Biodiversity Conservation Act

(including where the circumstances described in subsection 5.10(6) of the Biodiversity Conservation Act apply).

- (d) The Owner acknowledges that no compensation is payable by the Minister or the Minister's Representative to the Owner in respect of variation or termination of this Deed except where compensation is payable under the Biodiversity Conservation Act or at Law.

### **23. Force majeure**

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- (a) The Owner is:
- (i) not required to comply with its obligations under this Deed; and
  - (ii) is not liable for any loss or liability suffered or incurred by the Minister as a result of the Owner's inability to comply with its obligations,
- to the extent that the Owner is prevented from complying, or its ability to comply is delayed, due to a Force Majeure Event. This applies for so long as the Force Majeure Event continues to prevent the Owner from complying.
- (b) If the Owner's ability to comply with its obligations under this Deed is affected by a Force Majeure Event it must:
- (i) promptly notify the Minister as soon as it becomes aware that it is (or is likely to be) so affected, giving reasonable details of the Force Majeure Event and the obligations that will be affected;
  - (ii) take all reasonable steps to prevent, limit and minimise the effect of the Force Majeure Event on its obligations and comply again with its obligations as soon as reasonably possible, and
  - (iii) keep the Minister informed of the expected duration of the effect of the Force Majeure Event and the steps it takes to comply with clause 23(b)(ii).

Note: see also clause 7.2 which requires the Owner to give the Minister notice of certain events affecting the Biodiversity Stewardship Site.

### **24. Dispute resolution**

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- (a) If a party believes that a Dispute has arisen, then, subject to clause 24(c), that party may commence court proceedings unless it has first given the other party a Dispute Notice and attempted to resolve the Dispute in accordance with this clause 24.
- (b) If a Dispute Notice is given then the Owner and the Minister must each appoint a representative to use all reasonable endeavours to:
- (i) promptly (and in any event within 28 days after receiving the Dispute Notice meet (in person or using electronic or telecommunications technology); and
  - (ii) at such meeting, act in good faith to attempt to resolve the Dispute described in the Dispute Notice.
- (c) Nothing in this clause 24 prevents:
- (i) any party from seeking urgent interlocutory relief in relation to a breach of this Deed; or
  - (ii) the Minister exercising the Minister's rights under the Biodiversity Conservation Act.
- (d) Section 5.17 of the Biodiversity Conservation Act prevails over the terms of this Dispute Resolution Process to the extent of any inconsistency.

Note: This clause is not intended to limit the rights of the Minister to commence civil proceedings under Part 13, Division 2 of the Biodiversity Conservation Act and does not apply where the Owner is in breach of its obligations under this Deed.

### **25. Disclosure of Deed and information**

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The Owner consents to the Disclosure Information being made publicly available as part of the register of private land conservation agreements maintained by the Environment Agency Head and acknowledges that that Disclosure Information may be made available to the public on the government website maintained by the Environment Agency Head.

## **26. Costs**

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### **26.1 Legal costs**

- (a) Each party must pay its own costs and disbursements in relation to:
  - (i) the preparation, negotiation and finalisation of this Deed.
  - (ii) everything it must do under this Deed unless otherwise specified in this Deed.
- (b) Unless otherwise agreed, the Owner must pay the Minister's costs, including legal costs, of preparing any variation to this Deed that is proposed by the Owner, including in connection with Site Splitting.

### **26.2 Registration and survey costs**

- (a) Subject to clause 26.2(b), the Minister must pay any fees for registering this Deed.
- (b) The Owner must pay in the case of a variation of this Deed, the registration fee and the Minister's costs associated with the registration of the variation.

## **27. Delegation of Minister's powers**

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- (a) The Owner acknowledges that the Minister may delegate his or her functions in this agreement in accordance with s 14.4 of the Biodiversity Conservation Act.
- (b) If the Minister delegates a new person, or class of persons, to be the new Minister's Representative during the term of this Agreement then that new Minister's Representative must, as soon as reasonably practicable after such delegation, notify the Owner of the new Minister's Representative and, if necessary, update the Notice Address of the Minister's Representative in accordance with clause 30.1(c).

Note: as at the Agreement Date, under the Biodiversity Conservation Regulations the Minister may delegate the Minister's powers under the Biodiversity Conservation Act to (among others) the NSW BCT, a member or a committee of the Board of the NSW BCT, or an employee of the NSW BCT.

## **28. Discretion and no fetter**

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- (a) Except as otherwise set out in this Deed, and subject to any Law, the Minister may give or withhold an approval or consent to be given under this Deed, and any such approval or consent may be subject to any conditions determined by the Minister, in the Minister's absolute and unfettered discretion. The Minister is not obliged to give its reasons for withholding approval or consent, or giving approval or consent subject to conditions
- (b) Nothing in this Deed is to be construed as requiring the Minister, the Environment Agency Head or the Minister's Representative to do anything that would cause any of those persons to be in breach of any of their obligations at Law, and without limitation nothing in this Deed is to be construed as limiting or fettering in any way the exercise of any statutory discretion or duty.

## **29. Default and Minister's rectification rights**

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The Owner acknowledges that the Minister has rights under the Biodiversity Conservation Act and at Law in the event of a default by the Owner under this Deed, including rectification rights.

## **30. Notices**

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### **30.1 Giving notices**

- (a) A notice under this Deed is only given if it is in writing and is delivered, posted or emailed (as appropriate) to the Notice Address.
- (b) The Owner must give a notice or any other information or document to the Minister by giving it to the Minister's Representative at the Notice Address, unless the Minister or Minister's Representative has advised it is required to be given specifically to the Minister.
- (c) A party may change their Notice Address by giving the other parties at least 5 Business Days written notice of the changed details.

## 30.2 Time notice is given

A notice or other information or document is to be treated as given or made in accordance with the following rules:

- (a) if it is delivered in person, when it is left at the relevant physical address of the recipient;
- (b) if it is sent by post within Australia, on the earlier of the following:
  - (i) the date it is actually delivered;
  - (ii) the date confirmed to be the delivery date pursuant to the tracking service; and
  - (iii) where it is sent by:
    - (A) express post service, 2 Business Days after being posted; or
    - (B) any form of post, other than express post, 4 Business Days after being posted;
- (c) if it is sent by email, as soon as it is sent provided that:
  - (i) the sender does not receive a message indicating that there has been an error in the transmission; and
  - (ii) the sender also sends the notice by way of an alternative method of service (but clauses 30.2(a) and 30.2(b) will not apply to the alternative method).

Note: see clause 9 in relation to Owner obligation to give notice to the Minister on change of ownership.

## 31. General

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### 31.1 Interpretation

In the interpretation of this Deed, the *Interpretation Act 1987* (NSW) applies as if this Deed were an "instrument" for the purposes of that legislation as well as each of the following rules, unless the context otherwise requires:

- (a) headings and Notes are inserted for convenience only and do not affect the interpretation of this Deed;
- (b) any reference to an action, or carrying out an action, in this Deed includes a reference to doing anything or refraining from doing anything;
- (c) a reference in this Deed to dollars or \$ means Australian dollars and all amounts payable under this Deed are payable in Australian dollars;
- (d) any body (including an institute, association or Authority) that ceases to exist or whose powers or functions are transferred, refers to the body that replaces it or substantially inherits its powers or functions;
- (e) a reference in this Deed to any agreement or document is to that agreement or document as amended, novated, supplemented or replaced;
- (f) a reference to a clause, part, schedule, annexure or attachment is a reference to a clause, part, schedule, annexure or attachment of or to this Deed;
- (g) nothing in this Deed is to be interpreted against a party solely on the ground that the party put forward this Deed or any part of it;
- (h) a reference to any party to this Deed includes that party's successors and permitted assigns;
- (i) a reference to the word 'include' or 'including' is to be construed without limitation and any examples included in this Deed to illustrate the effect of a provision are not to be construed to limit the extent of the matters that may be captured;
- (j) a reference to this Deed includes the agreement recorded in this Deed; and
- (k) any schedules, annexures and attachments form part of this Deed.

### **31.2 When this Deed becomes binding**

By executing this Deed, a party intends to be bound by this Deed on and from the date that all other parties have also executed this Deed and for such last execution to constitute delivery of this Deed to each other party.

### **31.3 Joint and several liability**

If the Owner (including any Owner who becomes the "Owner" for the purposes of this Deed after the Agreement Date) comprises more than one person, each of them is liable individually under this Deed and each of them is also liable jointly with any one or more of the others who comprise the Owner.

### **31.4 Nature of obligations**

Each obligation imposed on a party by this Deed in favour of another is a separate obligation. Unless otherwise specified in this Deed, the performance of one obligation is not dependent or conditional on the performance of any other obligation.

### **31.5 Consent and approvals**

Where anything depends on the consent or approval of a party, then, unless this Deed says otherwise, that consent or approval may be given or withheld in the absolute discretion of that party, and, if given, may be given subject to conditions.

### **31.6 Waiver**

The fact that the Minister fails to do, or delays in doing, something the Minister is entitled to do under this Deed, does not amount to a waiver of any obligation of, or breach of obligation by, the Owner.

### **31.7 Severability**

If a clause or part of a clause can be read in a way that makes it illegal, unenforceable or invalid, but can also be read in a way that makes it legal, enforceable and valid, it must be read in the latter way. If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Deed, but the rest of this Deed is not affected.

### **31.8 Enforceability**

The parties agree that, to the extent that the benefits of this Deed extend to persons who are not parties to this Deed, this Deed will operate as a deed poll.

Note: By operating as a "deed poll" a person is entitled to enforce that person's right to a benefit under this Deed despite the person not being a party to it (eg the Environment Agency Head in its capacity as an Authorised Entrant).

### **31.9 Governing law**

This Deed is governed by and must be construed in accordance with the laws in force in New South Wales. The parties submit to the exclusive jurisdiction of the courts of New South Wales and the Commonwealth of Australia in respect of all matters arising out of or relating to this Deed, its performance or subject matter.

### **31.10 Whole agreement**

This Deed comprises the whole of the agreement between the parties in respect of the subject matter of this Deed.

### **31.11 No warranties or representations**

The Owner acknowledges that, except as expressly stated in this Deed, the Owner has not relied on any representation, warranty or undertaking of any kind made by or on behalf of the Minister in relation to the subject matter of this Deed.

### **31.12 Further acts**

Each party must, at its own expense, promptly execute all documents and do, or use reasonable endeavours to cause a third party to do, all things that another party from time to time may reasonably request in order to give effect to, perfect or complete this Deed and all transactions contemplated by it.

**31.13 Non merger**

A term or condition of, or act done in connection with, this Deed does not operate as a merger of any of the rights or remedies of the parties under this Deed and those rights and remedies continue unchanged.

**31.14 No right of set-off**

The Owner has no right of set-off against a payment due to the Minister, unless this Deed expressly provides for such a right.

Note: "no right of set-off" means the Owner must make payments required under this Deed to the Minister without deducting amounts that the Owner believes the Minister owes the Owner. Any amounts that the Minister owes to the Owner under this Deed must be dealt with separately and must not be deducted.

SAMPLE



## Attachment 1: Biodiversity stewardship site boundary map

Maps should be provided as a soft copy in the format prescribed in Appendix 11 of the BAM 2016, and should show the biodiversity stewardship site boundaries including cadastre with Lot and DP numbers

SAMPLE

Attachment 2: Biodiversity credits

Ecosystem or species credit	Credit name	Number created	Creation event or trigger

SAMPLE

# Attachment 3: Reporting Obligations

## Part 1 – Records

1. The Owner must create the following records:
  - (a) for a Management Action (other than a Management Action requiring the Owner to refrain from an activity), details of the date and location/s the Management Action was carried out and a description of such Management Actions that were undertaken;
  - (b) diaries recording actions undertaken in accordance with the Management Plans;
  - (c) for an inspection required by this Deed, details of the date, time, location and nature of the inspection, the name of the person who conducted the inspection and observations from the inspection; and
  - (d) the results of monitoring, inspections or surveys required to be conducted by this Deed.
2. The Owner must retain a copy of each Annual Report.
3. The Owner must keep all records required to be kept by this Deed:
  - (a) in a legible form, or in a form that can readily be reduced to a legible form (this includes photographs), and
  - (b) for at least 10 years after the event to which they relate took place, unless specified otherwise.
4. The Owner must produce any records required to be kept by this Deed to the Minister, the Minister's Representative or any Authorised Officer on request by the Minister, the Minister's Representative or an Authorised Officer.

## Part 2 – Annual Reports

1. The Owner must complete and submit an Annual Report to the Minister for approval within 14 days after the end of each Reporting Period.
2. An Annual Report must be submitted by registered post, or by such other means as is agreed with the Minister in relation to a particular Reporting Period.
3. The Annual Report relating to the Reporting Period commencing on the First Payment Date must also report on the period between the end of the previous Reporting Period and the First Payment Date.
4. If there is a change in ownership of a Biodiversity Stewardship Site during a Reporting Period, each Owner of the Biodiversity Stewardship Site during the Reporting Period must submit an Annual Report in accordance with these Reporting Obligations in the period for which they were the "Owner" for the purposes of this Deed. Any Owner who ceases to be the Owner of the Biodiversity Stewardship Site during a Reporting Period must submit the Annual Report for the period during which they were the Owner, within 30 days after they cease to be an Owner of the Biodiversity Stewardship Site.

## Attachment 4: Management Plan

### Instructions for completing the Biodiversity Stewardship Site Management Plan template

This Biodiversity Stewardship Site Management Plan template is to be filled in by the assessor, reviewed by the Owner and included in the Biodiversity Stewardship Site Assessment Report submitted to the BCT as part of an application to establish a Biodiversity Stewardship Site. The standard words and format provided in this template must be used for the management actions.

The BCT will review the management plan and make any necessary amendments in consultation with the Owner. The management plan will be incorporated into the Biodiversity Stewardship Agreement.

There are seven sections to this template:

- Section 1: Management Actions
- Section 2: Fire for Conservation Management Plan
- Section 3: Native Vegetation Management Plan
- Section 4: Threatened Species Habitat Management Plan
- Section 5: Integrated Feral Pest Management Plan
- Section 6: Integrated Weed Management Plan
- Section 7: Monitoring Plan

Orange boxes like this one provide instructions and examples and will be deleted by the BCT before the Biodiversity Stewardship Agreement is processed.

Yellow highlighted fields need to be customised by the Owner. Usually the Owner needs to provide the information required; sometimes the Owner will need to delete or retain provided options. It is important to ensure that, especially where fields are customised, that the management actions are certain, clear and specific so that it is clear what the requirements of the actions are.

The format and wording of standard and additional management actions must not be changed. Enter site specific information into the yellow highlighted fields as required.

Management actions are divided into 'required management actions' and 'active restoration management actions' in accordance with Subsections 13.3.2 and 13.3.3 of the BAM. Required management actions are those management actions that must be implemented on the biodiversity stewardship site to achieve the predicted management gain. Active restoration management actions are those management actions in addition to the required management actions that may be used to create biodiversity credits at a biodiversity stewardship site in addition to the biodiversity credits created for the required management actions.

Both required management actions and active restoration management actions, when included in this management plan for a biodiversity stewardship site, must be undertaken in accordance with the management plan.

## Definitions

In this Management Plan, unless a contrary intention appears, a capitalised word or words has the meaning given in the corresponding row in the table below.

Other terms are defined in the Dictionary.

Word/s	Meaning
<b>Biodiversity Stewardship Site Assessment Report</b>	The document described in Item H
<b>Biodiversity Stewardship Site Management Actions Map</b>	The map showing Management Zones, management features (e.g. firetrails) and the location of Management Actions in the Biodiversity Stewardship Site
<b>Ecological Burn</b>	Burning of Native Vegetation undertaken to help stimulate Native Plant regeneration, control weeds and enhance Biodiversity
<b>Ecological Burn Map</b>	The map included in the Fire for Conservation Management Plan identifying the areas of the Biodiversity Stewardship Site to be burnt, based on broad habitat zones, during each Ecological Burn
<b>Ecological Burn Unit</b>	An area within the Biodiversity Stewardship Site comprised of one or more Management Zones over which the same regime of ecological burning is applied
<b>Ecosystem Credit</b>	The meaning given in the Biodiversity Assessment Method  Note: This definition may change from time to time, with changes in the Biodiversity Assessment Method, but on the Agreement Date the meaning was: "a measurement of the value of threatened ecological communities, threatened species habitat for species that can be reliably predicted to occur within a PCT, and PCTs generally. Ecosystem credits measure the loss in biodiversity values at a development site and the gain in biodiversity values at a biodiversity stewardship site"
<b>Feral Pest</b>	Pest animal species not native to Australia including fox, cat, pig, goat, horse, avian pests and other miscellaneous species
<b>Fertiliser</b>	The meaning given in the <i>Biosecurity Act 2015</i> (NSW)  Note: This definition may change from time to time with changes in Law, but on the Agreement Date this meaning was: "(a) a substance that consists of or contains nitrogen, phosphorus or potassium (or any combination of nitrogen, phosphorus or potassium) and is manufactured, represented, sold or used as a means for directly or indirectly supplying nutriment for the purpose of enhancing the development, productivity, quality or reproductive capacity of vegetation, other than a substance excluded from this definition by the regulations, or (b) any other substance prescribed by the regulations to be a fertiliser"
<b>Fire for Conservation Management Plan</b>	The plan titled "Fire for Conservation Management Plan" included in Section 2 of this Management Plan
<b>High Threat Exotic Plant Cover</b>	The meaning given to it in the Biodiversity Assessment Method  Note: The definition may change from time to time, with changes in the Biodiversity Assessment Method, but on the Agreement Date this meaning was "plant cover composed of vascular plants not native to Australia that if not controlled will invade and outcompete native plant species"

Word/s	Meaning
<b>High Threat Exotic Species</b>	A vascular plant not native to Australia that if not controlled will invade and outcompete Native Plant species. Also referred to in this Attachment as High Threat Weed Species
<b>Hollow-dependent Threatened Species</b>	Threatened Species for which tree hollows (sometimes of a particular size or with particular characteristics) are a key component of their habitat and are critical for the persistence of that species in the landscape
<b>Integrated Feral Pest Management Plan</b>	The plan titled "Integrated Feral Pest Management Plan" included in Section 5 of this Management Plan
<b>Integrated Weed Management Plan</b>	The plan titled "Integrated Weed Management Plan" included in Section 6 of this Management Plan
<b>Large Woody Debris</b>	Large, fallen dead tree branches and trunks
<b>Living Ground Cover</b>	All living vegetation below 1m in height including native and non-native ground cover species
<b>Local Land Services</b>	The statutory corporation established under the <i>Local Land Services Act 2013</i> (NSW).
<b>Monitoring Plan</b>	The plan titled "Monitoring Plan" included in Section 7 of this Management Plan
<b>Native Vegetation Management Plan</b>	The plan titled "Native Vegetation Management Plan" included in Section 3 of this Management Plan
<b>Other Weed Species</b>	A plant not native to Australia and not otherwise identified as a High Threat Weed Species
<b>PCT</b>	Plant Community Type
<b>Pesticide</b>	<p>The meaning given in Section 5 of the <i>Pesticides Act 1999</i> (NSW)</p> <p>Note: This definition may change from time to time with changes in Law, but on the Agreement Date this meaning was:</p> <p>"(a) an agricultural chemical product (within the meaning of the Agvet Code), or  (b) a veterinary chemical product (within the meaning of the Agvet Code) that:  (i) is represented as being suitable for, or is manufactured, supplied or used for, the external control of ectoparasites of animals, and  (ii) is concentrated and requires dilution or mixing in water before use, and  (iii) is not prescribed under the <a href="#">Stock Medicines Act 1989</a> as a low-risk veterinary chemical product.</p> <p>...a pesticide continues to be regarded as a pesticide even when it is mixed with some other substance (whether or not the other substance is a pesticide). However, a pesticide does not include a prescribed mixture or a mixture of a prescribed class or description"</p>
<b>Photo Point</b>	A location within the Biodiversity Stewardship Site and identified in Part 9.2 of Section 1 of this Management Plan at which a series of photographs is taken in all directions (360°) for the purpose of monitoring change in vegetation condition over time
<b>Rubbish</b>	Any anthropogenic waste material other than that identified in this Management Plan as being used to achieve a specific biodiversity management purpose

<b>Word/s</b>	<b>Meaning</b>
<b>Sediment Trap</b>	A temporary or permanent structure used to collect, trap and store sediment to prevent entry of sediment to a waterway
<b>Species Credits</b>	The meaning given in the Biodiversity Assessment Method.  Note: This definition may change from time to time with changes in the Biodiversity Assessment Method, but on the Agreement Date the meaning was “the class of biodiversity credits created or required for the impact on threatened species that cannot be reliably predicted to use an area of land based on habitat surrogates. Species that require species credits are listed in the Threatened Biodiversity Data Collection”
<b>Species Polygon</b>	An identification of the area or count and location of the suitable habitat for a Species Credit species on the Biodiversity Stewardship Site, prepared as part of the Biodiversity Stewardship Site Assessment Report
<b>Stock</b>	The meaning given in the <i>Local Land Services Act 2013 (NSW)</i> , and including any animal declared to be stock under the <i>Local Land Services Regulation 2014 (NSW)</i>  Note: This definition may change from time to time with changes in Law, but on the Agreement Date the meaning was: “cattle, horses, sheep, goats, camels, alpacas, llamas, pigs, deer, ostriches, emus or, in relation to any specified provision or provisions of this Act, any other kind of animal declared by the regulations to be stock for the purposes of that provision or those provisions”
<b>Targeted Supplementary Planting</b>	Planting of locally indigenous native plants in one or more areas of the Biodiversity Stewardship Site to: a) increase Native Plant species richness and foliage cover of a vegetation zone above the level determined for management gain, and/or b) restore or enhance the native plant species composition and structure of recognisable PCTs, and/or c) improve habitat suitability for specific Threatened Species
<b>Threatened Biodiversity Data Collection</b>	The meaning given to it in the Biodiversity Assessment Method  Note: This definition may change from time to time with changes in the Biodiversity Assessment Method but on the Agreement Date the meaning was “part of the BioNet database, published by DPIE (previously the Office of Environment and Heritage) and accessible from the BioNet website at <a href="http://www.bionet.nsw.gov.au">www.bionet.nsw.gov.au</a> ”
<b>Threatened Species Habitat Management Plan</b>	The plan titled “Threatened Species Habitat Management Plan” included in Section 4 of this Management Plan
<b>Threatened Species Habitat map</b>	The map of Threatened Species locations and Species Polygons within the Biodiversity Stewardship Site
<b>Vegetation Integrity Survey Plot</b>	The meaning given to ‘plot’ in the Biodiversity Assessment Method and described in Section 5.3.4 of the Biodiversity Assessment Method  Note: This definition may change from time to time with changes in the Biodiversity Assessment Method, but on the Agreement Date the meaning was “an area within a vegetation zone in which site attributes are assessed”
<b>Vegetation Zone</b>	The meaning given in the Biodiversity Assessment Method  Note: This definition may change from time to time with changes in the Biodiversity Assessment Method, but on the Agreement Date the meaning was “a relatively homogenous area of native vegetation on a development site, land to be biodiversity certified or a biodiversity stewardship site that is the same PCT and broad condition state”

# Section 1: Management Actions

Management Actions		
Biodiversity Stewardship Site Management Actions Map		
<p>The Biodiversity Stewardship Site Management Actions Map is to be produced so that the following features can be clearly identified:</p> <ul style="list-style-type: none"> <li>(a) Vegetation Zones</li> <li>(b) Management Zones</li> <li>(c) Management features (e.g. artificial structures on waterways, erosion, rubbish, fencing, gates, firetrails, access tracks, infrastructure and built assets to be retained).</li> <li>(d) Location of Management Actions in the Biodiversity Stewardship Site.</li> </ul>		
Part 1	Fire management	Timing
1.1 (Required management action)	The Owner must implement and comply with the Fire for Conservation Management Plan.	Ongoing from Agreement Date. Or Ongoing from First Payment Date



Management Actions														
Part 2	Grazing management	Timing												
2.1 (Required management action)	<p>(a) The Owner must not graze Stock on the Biodiversity Stewardship Site except where it would improve Biodiversity Values.</p> <p>(b) The Owner must not graze Stock in any area of the Biodiversity Stewardship Site where there is less than <b>xx%</b> of Living Ground Cover</p> <p>(c) The Owner must not graze Stock in any area of the Biodiversity Stewardship Site where Targeted Supplementary Planting has occurred except in accordance with Part 3.6.2 of this section.</p> <p>If no grazing is to be allowed, replace the above part with:</p> <p>“The Owner must not graze Stock on the Biodiversity Stewardship Site.”</p> <p>Then delete the words in part 2.2 (but keep the numbering) and replace with: “This part is not applicable.”</p>	<p>Ongoing from Agreement Date.</p> <p>Or</p> <p>Ongoing from First Payment Date</p>												
2.2 (Required management action)	<p>(a) Subject to Part 2.1 of this section, the Owner may only graze, during the months of <b>[xx]</b>, the types of animals and numbers of animals in the Management Zones specified in the table in this Part 2.2, for no more than <b>[xx]</b> consecutive weeks in any 12 month period:</p> <table border="1"> <thead> <tr> <th>Animal type</th> <th>Number of animals</th> <th>Management Zone</th> </tr> </thead> <tbody> <tr> <td>Cattle</td> <td><b>[insert range]</b></td> <td><b>[insert]</b></td> </tr> <tr> <td>Sheep</td> <td><b>[insert range]</b></td> <td><b>[insert]</b></td> </tr> <tr> <td>Other Stock</td> <td><b>[insert range]</b></td> <td><b>[insert]</b></td> </tr> </tbody> </table> <p>(b) The Owner must prevent Stock from grazing or require Stock to graze in specific areas by erecting and maintaining stockproof fencing. Fencing may be permanent or temporary (including electric fences).</p> <p><b>[Indicate the specific type and length of permanent fence to be erected and by when].</b></p> <p>(c) The Owner must record the number and type of Stock grazed at the Biodiversity Stewardship Site, the dates over which grazing occurred and the Management Zones where Stock were grazed. These records must be kept in accordance with the requirements in Part 1 of Attachment 3 of this Deed.</p> <p>(d) The Owner must also meet the following requirements when grazing Stock in accordance with this Part 2:</p> <p><b>[Insert any requirements specific to the site to accommodate local conditions and allow for flexibility in a framework of reasonable certainty].</b></p>	Animal type	Number of animals	Management Zone	Cattle	<b>[insert range]</b>	<b>[insert]</b>	Sheep	<b>[insert range]</b>	<b>[insert]</b>	Other Stock	<b>[insert range]</b>	<b>[insert]</b>	<p>Ongoing from Agreement Date.</p> <p>Or</p> <p>Ongoing from First Payment Date</p>
Animal type	Number of animals	Management Zone												
Cattle	<b>[insert range]</b>	<b>[insert]</b>												
Sheep	<b>[insert range]</b>	<b>[insert]</b>												
Other Stock	<b>[insert range]</b>	<b>[insert]</b>												
	<p>Delete (b) and/or (c) if not relevant.</p> <p>Soil disturbance may be required (and is permitted) to encourage regeneration of native vegetation in conjunction with management of grazing for conservation.</p>													

<b>Management Actions</b>		
2.3 (Required management action)	If, at any time, the Owner observes Stock in any area of the Biodiversity Stewardship Site, other than an area where grazing is permitted, the Owner must take necessary measures to remove the Stock from the area immediately.	Ongoing from Agreement Date
<b>Part 3</b>	<b>Native Vegetation management</b>	<b>Timing</b>
3.1 (Required management action)	Native Vegetation on the Biodiversity Stewardship Site must not be cut down, felled, thinned, logged, killed, destroyed, poisoned, ringbarked, uprooted, burnt or otherwise removed, except: (a) in accordance with Part 3.6.4 of this section; (b) it is specifically permitted or required as part of a Management Action; or (c) it is essential to a carry out an action permitted under clause 6 of this Deed.	Ongoing from Agreement Date
3.2 (Required management action)	Where Part 3.1 of this section permits Native Vegetation on the Biodiversity Stewardship Site to be burnt, it may only occur in accordance with the Fire for Conservation Management Plan.	Ongoing from Agreement Date
3.3 (Required management action)	Native Vegetation must be managed on the Biodiversity Stewardship Site to improve Threatened Species habitat if required as part of a Management Action for Threatened Species on the Biodiversity Stewardship Site under this Deed.	Ongoing from First Payment Date.
3.4 (Required management action)	(a) Except as permitted by Part 3.4(b), and to as far an extent practicable, the Owner must prevent nutrients from Fertilisers and other sources (other than those that would occur as a result of natural ecosystem function) from entering the Biodiversity Stewardship Site, including waterways within the Biodiversity Stewardship Site. (b) Fertilisers and Pesticides must not be applied on the Biodiversity Stewardship Site, except where permitted or required as part of a Management Action specified in the Native Vegetation Management Plan. Use of Fertilisers for establishing Native Vegetation through planting or seeding, use of herbicides for controlling weeds or use of Pesticides for controlling feral pests may be undertaken in accordance with best practice management when required to undertake Management Actions specified in the Native Vegetation Management Plan.	Ongoing from Agreement Date
3.5 (Active restoration action)	Native Vegetation and habitat management and augmentation must be implemented as set out in Part 3.6 (including sub-parts 3.6.1 to 3.6.5) and in Part 3.7 in accordance with Management Actions specified in the Native Vegetation Management Plan.  If no native vegetation and habitat management and augmentation active restoration activities are proposed, replace the above part with: "This Part 3.5 is not applicable." and delete Part 3.6 (including sub-parts 3.6.1 to 3.6.5) and Part 3.7.	Ongoing from First Payment Date.
3.6 (Active restoration action)	Targeted Supplementary Planting must be undertaken in accordance with this Part 3.6 and the Native Vegetation Management Plan to: a) increase Native Plant species richness and foliage cover above the level determined for management gain, and/or b) restore or enhance the Native Plant species composition and structure of recognisable PCTs, and/or c) improve habitat suitability for specific Threatened Species.	Ongoing from First Payment Date.

<b>Management Actions</b>		
	If no Targeted Supplementary Planting is proposed, replace the above part with: "This Part 3.6 is not applicable." and delete Parts 3.6.1 to 3.6.5.	
3.6.1 (Active restoration action)	<p>The Owner must undertake Targeted Supplementary Planting of the species indicated in the planting schedule as set out in the Native Vegetation Management Plan for the Biodiversity Stewardship Site.</p> <p>If the Owner cannot complete the planting within the timeframe indicated in the planting schedule due to local weather conditions, the Owner must complete the planting as soon as possible after that date and must make a record of and retain the reasons why the planting was not completed by the required time.</p>	Ongoing from First Payment Date
3.6.2 (Active restoration action)	<p>The Native Vegetation Management Plan must specify the period following planting or seeding over which grazing must be excluded from areas of Targeted Supplementary Planting. The period may be expressed as a period of time prior to a specified date, or by reference to a minimum height of the plants that must be reached before grazing can occur.</p> <p>An area over which Targeted Supplementary Planting has occurred must not be grazed for the period referred to above.</p> <p>After that date has occurred or height has been met, grazing in the areas of planting or seeding must be managed in accordance with Part 2 of this Section 1.</p> <p>The Owner must make a record of the date when the height requirement for each relevant area of Targeted Supplementary Planting has been reached, and maintain that record in accordance with the record keeping requirements in Part 1 of Attachment 3 of this Deed and the Monitoring Plan.</p> <p style="background-color: #fce4d6;">Different years or heights for specific types of plants can be listed in the Native Vegetation Management Plan.</p>	Ongoing from First Payment Date
3.6.3 (Active restoration action)	<p>The Owner must monitor each area of Targeted Supplementary Planting in accordance with the Monitoring Plan and determine the success of planting relative to the performance indicators specified in the Native Vegetation Management Plan</p> <p>The Owner must document whether the plantings have established and survived, and retain the findings in accordance with the record keeping requirements in Part 1 of Attachment 3 of this Deed and the Monitoring Plan.</p> <p>If, after the first survey or subsequent surveys, the establishment and survival rate of plants in an area of planting are below those identified in relevant performance measures, the Owner must supplement the planting in the adversely affected areas within a reasonable timeframe (usually within 12 months, though this can be varied and recorded in a diary with reasons for variation, if the weather is unsatisfactory for the establishment and survival of plants or seeds).</p>	Ongoing from First Payment Date.

<b>Management Actions</b>		
3.6.4 (Active restoration action)	All areas of Targeted Supplementary Planting must be managed as required to assist the establishment and survival of Native Plant species.  Management includes watering, slashing, scalping, spraying of weeds, plant replacement and strategic grazing by Stock (in accordance with Part 2 above) at strategic times of the year to control weeds to improve Biodiversity Values. The dates of planting must be recorded in accordance with the record keeping requirements set out in in Part 1 of Attachment 3 of this Deed and the Monitoring Plan.	Ongoing from Agreement Date
3.6.5 (Active restoration action)	Plants used for Targeted Supplementary Planting must be obtained from locally collected provenances, unless there are reasons to do otherwise (e.g. to ensure genetic variability or for adaptation to climate change).	Ongoing from Agreement Date
3.7 (Active restoration action)	Hydrology management must be implemented in accordance with the Native Vegetation Management Plan to aid the restoration of Native Vegetation in instances where the hydrology of the Biodiversity Stewardship Site has been disrupted or altered.  If no changes to hydrology are proposed as an active restoration action, replace the above part with: "This Part is not applicable."	Ongoing from First Payment Date.
<b>Part 4</b>	<b>Threatened Species habitat management and enhancement</b>	<b>Timing</b>
4.1 (Required management action)	The Owner must protect breeding habitat features and sites for all Threatened Species for which Species Credits or Ecosystem Credits have been created.  Known breeding sites of Threatened Species on the Biodiversity Stewardship Site are shown on the Threatened Species Habitat map.	Ongoing from Agreement Date
4.2 (Required management action)	The Owner must undertake all Management Actions described in the Threatened Species Habitat Management Plan.  The Threatened Species Management Plan is to include all practical and relevant management actions identified in the Threatened Biodiversity Data Collection for a Threatened Species for which Species Credits or Ecosystem Credits have been created.	Ongoing from First Payment Date
4.3 (Active restoration action)	Habitat enhancement must be implemented as set out in Part 4.3.1 to 4.3.4 in this Part and in accordance with Management Actions specified in the Threatened Species Habitat Management Plan.  If no habitat enhancement active restoration activities are proposed, replace the above part with: "This Part is not applicable." and delete Parts 4.3.1 – 4.3.4.	Ongoing from First Payment Date
4.3.1 (Active restoration action)	The Owner must include artificial nest boxes on the Biodiversity Stewardship Site to provide roosting and breeding habitat for Hollow-dependent Threatened Species in accordance with the Threatened Species Habitat Management Plan.  If no artificial nest boxes are proposed as active restoration management action to improve habitat suitable for specific threatened species, replace the above Part with "This Part is not applicable".	Ongoing from First Payment Date

<b>Management Actions</b>		
4.3.2 (Active restoration action)	<p>The Owner must relocate fallen logs from appropriate sources onto the Biodiversity Stewardship Site to improve habitat for Threatened Species in accordance with the Threatened Species Habitat Management Plan.</p> <p>In this Part 4.3.2, 'appropriate sources' means fallen logs that would not provide any habitat value if they remained in their current place.</p> <p>The amount (lineal metres) of fallen logs relocated to the site must be greater than any amount used for firewood or fencing in accordance with Part 8.1 such that there is a net increase in the amount of fallen logs within the Biodiversity Stewardship Site.</p> <p>The Owner must document in writing any timber brought from outside the Biodiversity Stewardship Site and keep such records in accordance with the record keeping and monitoring requirements set out in Part 1 of Attachment 3 of this Deed and the Monitoring Plan. The Owner must record the approximate amount of timber brought from outside the Biodiversity Stewardship Site (in lineal metres), the location where the timber was placed on the site and the date on which it was placed (month, year).</p> <p>Any timber brought onto the Biodiversity Stewardship Site is then subject to the requirements of Part 8.1.</p>	Ongoing from First Payment Date
	<p>If relocation of fallen logs is not proposed as an active restoration management action to improve habitat suitable for specific threatened species, replace the above Part with:</p> <p>"This Part is not applicable."</p>	
4.3.3 (Active restoration action)	<p>(a) The Owner must relocate dead hollow-bearing stag trees obtained from appropriate sources onto the Biodiversity Stewardship Site to improve habitat for Threatened Species. In this Part 4.3.3, 'appropriate sources' means dead hollow-bearing stag trees that would not provide any habitat value if they remained in their current place.</p> <p>(b) Hollow-bearing stag trees brought onto the Biodiversity Stewardship Site are subject to the requirements of Part 8.1 of this Section 1.</p>	Ongoing from First Payment Date
	<p>If relocation of dead hollow-bearing tree stags is not proposed as an active restoration management action to improve habitat suitable for specific threatened species, replace the above Part with:</p> <p>"This Part is not applicable."</p>	
4.3.4 (Active restoration action )	<p>(a) The Owner must place rocks from outside the site into the Biodiversity Stewardship Site to enhance habitat for Threatened Species.</p> <p>(b) Rocks, once placed on the Biodiversity Stewardship Site, are subject to Part 8.3</p> <p>The Owner must make and retain records of the location and date of the rocks placed on the Biodiversity Stewardship Site in accordance with the record keeping and monitoring requirements described in Part 1 Attachment 3 of the Deed and the Monitoring Plan.</p>	Ongoing from First Payment Date
	<p>If relocation of rocks is not proposed as an active restoration management action to improve habitat suitable for specific threatened species, replace the above Part with:</p> <p>"This Part is not applicable."</p>	

<b>Management Actions</b>		
<b>Part 5</b>	<b>Hydrology Management</b>	
5.1 (Active restoration action)	<p>Hydrology management activities must be implemented as set out in the <i>Threatened Species Habitat Management Plan and/or Native Vegetation Management Plan</i> to aid the protection and restoration of Threatened Species habitat and/or PCTs in instances where the hydrology of the Biodiversity Stewardship Site has been disrupted or altered.</p> <p>If hydrology management activities will only be set out in either the Threatened Species Habitat Management Plan or Native Vegetation Management Plan, delete reference to the other plan in the highlighted section of the above part. If hydrology management activities are to be set out in both plans, replace 'and/or' with 'and' in the highlighted section of the above part.</p> <p>If no hydrology management is proposed as an active restoration action, replace the above part with "This part is not applicable" and delete Parts 5.2 – 5.5.</p>	Ongoing from First Payment Date.
5.2 (Active Restoration Action)	<p>Artificial structures on waterways within the Biodiversity Stewardship Site must be managed in accordance with measures described in the <i>Threatened Species Habitat Management Plan and/or Native Vegetation Management Plan</i>.</p> <p>(a) All artificial structures on waterways or waterbodies on the Biodiversity Stewardship Site are identified in the Biodiversity Stewardship Site Management Actions Map.</p> <p>(b) Where such artificial structures require filling or removal in order to restore the natural flows, the Owner must take such action in accordance with best practice management at the time.</p> <p>(c) In filling or removing such artificial structures, the Owner must meet the requirements set out in the relevant Threatened Species Management Plan or Native Vegetation Management Plan.</p> <p>(d) Where artificial structures are removed, the Owner must undertake rehabilitation of the waterway or waterbody as identified in the Threatened Species Management Plan or Native Vegetation Management Plan.</p> <p>(e) The Owner must not construct artificial structures such as dams or levee banks that impede the existing flow regimes on the Biodiversity Stewardship Site unless such structures are to be constructed for the purpose of restoring natural flows and the construction is described in the Threatened Species Management Plan or Native Vegetation Management Plan.</p> <p>Note: Pursuant to clause 6 of this Deed, the Owner must obtain all necessary permits or approvals for the construction of artificial structures within the Biodiversity Stewardship Site, including any approvals under the <i>Water Management Act 2000</i> and/or <i>Fisheries Management Act 1994</i> (NSW).</p>	Ongoing from First Payment Date
	<p>If management activities related to artificial structures on waterways will only be set out in either the Threatened Species Habitat Management Plan or Native Vegetation Management Plan, delete reference to the other plan in the highlighted section of the above part. If activities are to be set out in both plans, replace 'and/or' with 'and' in the highlighted section of the above part.</p> <p>If management of artificial structures on waterways is not proposed as an active restoration action, replace the above Part with "This Part is not applicable".</p>	

<b>Management Actions</b>		
5.3 (Active restoration action)	Sediment traps must be installed on the Biodiversity Stewardship Site to manage sediment entering waterways in accordance with the Threatened Species Management Plan or Native Vegetation Management Plan.	Ongoing from First Payment Date
5.4 (Active restoration action)	Large Woody Debris ( $\geq 10$ cm width) along stream banks and within stream channels must be managed on the Biodiversity Stewardship Site to improve Biodiversity Values in accordance with the Threatened Species Management Plan or Native Vegetation Management Plan.	Ongoing from First Payment Date
5.5 (Active restoration action)	The Owner must undertake measures to reduce nutrient levels along waterways within the Biodiversity Stewardship Site to improve Biodiversity Values in accordance with the Threatened Species Management Plan or Native Vegetation Management Plan.	Ongoing from First Payment Date
<b>Part 6</b>	<b>Integrated Feral Pest Control</b>	<b>Timing</b>
6.1 (Required management action)	The Owner must implement and comply with the Integrated Feral Pest Management Plan.	Ongoing from First Payment Date
<b>Part 7</b>	<b>Integrated weed management and control of High Threat Exotic Plants</b>	<b>Timing</b>
7.1 (Required management action)	The Owner must implement the Integrated Weed Management Plan. The Integrated Weed Management Plan must include measures to: <ul style="list-style-type: none"> <li>(a) control the spread of High Threat Exotic Species and other weed species within the Biodiversity Stewardship Site.</li> <li>(b) undertake fine-scale intensive removal of High Threat Exotic and other exotic vegetation.</li> </ul>	Ongoing from First Payment Date
7.2 (Active restoration action)	<ul style="list-style-type: none"> <li>(a) The Owner must remove and reduce High Threat Exotic Plant Cover through methods described in the Integrated Weed Management Plan.</li> <li>(b) High Threat Exotic Plant Cover must be replaced by Native Vegetation in accordance with Targeted Supplementary Planting described in Part 3.6 of this Section.</li> </ul> <p>The Owner may undertake other actions specified in the Integrated Weed Management Plan to reduce High Threat Exotic Plant Cover.</p>	Ongoing from First Payment Date
	<p>If removal or reduction in cover of high threat weeds is not proposed as an active restoration management action within the Biodiversity Stewardship Site, replace the above part with:</p> <p>“This Part is not applicable.”</p>	

<b>Management Actions</b>		
<b>Part 8</b>	<b>Management of human disturbance</b>	<b>Timing</b>
8.1 (Required management action)	<p>(a) Dead timber (whether standing or fallen and including branches and leaf litter) must not be removed from or moved within the Biodiversity Stewardship Site except for the personal (non-commercial) use by the Owner for firewood for one dwelling only or for repair of fencing (not for construction of fencing).</p> <p>(b) The Owner must document in writing any dead timber used for firewood or for fencing repair and keep such records in accordance with the record keeping requirements described in Part 1 Attachment 3 of the Deed and the Monitoring Plan. The Owner must record the approximate amount of dead timber collected from the Biodiversity Stewardship Site for use as firewood or for fencing (in lineal metres), the location from which the dead timber was collected and the date it was collected (month, year).</p>	Ongoing from Agreement Date
8.2 (Required management action)	<p>(a) The Owner must take all reasonable steps to prevent, control and remedy erosion on the Biodiversity Stewardship Site.</p> <p>(b) Soil management for preventing and controlling erosion must be undertaken using best practice soil management techniques applied as relevant for the Biodiversity Stewardship Site.</p> <p>(c) The Owner must manage existing erosion on the Biodiversity Stewardship Site, identified on the Biodiversity Stewardship Site Management Actions Map, by conducting:</p> <ul style="list-style-type: none"> <li>• <i>List activities.</i></li> </ul> <p style="background-color: #fce4d6;">If there is no existing erosion, delete the last paragraph.</p>	Ongoing from First Payment Date
8.3 (Required management action)	<p>The Owner must not:</p> <p>(a) remove, or cause or permit to be removed, rocks from the Biodiversity Stewardship Site; or</p> <p>(b) move, or cause or permit to be moved, rocks within the Biodiversity Stewardship Site.</p>	Ongoing from Agreement Date
8.4 (Required management action)	<p>(a) Rubbish existing on the Biodiversity Stewardship Site at the Agreement Date is identified on the Biodiversity Stewardship Site Management Actions Map.</p> <p>(b) The Owner must remove Rubbish identified on the map described above in Part 8.4(a) from the Biodiversity Stewardship Site in an appropriate manner.</p> <p style="background-color: #fce4d6;">If there is no rubbish within the Biodiversity Stewardship Site delete the words of this part (but retain the numbering) and replace with: 'This part is not applicable.'</p>	Ongoing from First Payment Date
8.5 (Required management action)	The Owner must take all reasonable steps to remove Rubbish deposited by others on the Biodiversity Stewardship Site, or which is otherwise present on the Biodiversity Stewardship Site.	Ongoing from First Payment Date
8.6 (Required management action)	The Owner must not store, dispose of, or cause or permit to be disposed of, any Rubbish on the Biodiversity Stewardship Site.	Ongoing from Agreement Date



<b>Management Actions</b>		
8.7 (Required management action)	<p>(a) The Owner must install and maintain <i>fencing and/or signage</i> to deter human disturbance including Rubbish dumping. Signage must be obtained from the NSW BCT.</p> <p>(b) When installing and maintaining <i>fencing and/or signage</i>, the Owner must meet the following requirements:</p> <p><i>Include clear descriptions of where fencing and/or signage is required including length of fencing and position of signage. Refer to Biodiversity Stewardship Site Map if necessary.</i></p> <p>If only fencing or signage are to be installed and maintained delete reference to the other in the highlighted section of the above part. If both fencing and signage are to be installed and maintained, replace 'and/or' with 'and' in the highlighted section of the above part.</p> <p>Signage should be located at points of access and other practical locations interfacing with adjoining properties. For Biodiversity Stewardship Sites that may be located fully within private landholdings, there should be at least one Biodiversity Stewardship Site sign to be placed at the main access gate to the site.</p>	<p>Signage must be installed within 2 months of the First Payment Date</p> <p>All other requirements in Part 8.7 are ongoing from First Payment Date</p>
8.8 (Required management action)	The locations of existing and proposed man-made structures (where permitted or required by a Management Action) on the Biodiversity Stewardship Site, including fencing, gates, firetrails and access tracks are identified on the Biodiversity Stewardship Site Management Actions Map.	On Agreement Date
8.9 (Required management action)	<p>(a) Existing firetrails and access tracks within the Biodiversity Stewardship Site (identified on the Biodiversity Stewardship Site Management Actions Map), where retained, must be maintained to permit the carrying out of Management Actions.</p> <p>(b) All existing firetrails and access tracks within the Biodiversity Stewardship Site must be maintained to control and minimise erosion.</p>	Ongoing from Agreement Date
<b>Part 9</b>	<b>Monitoring</b>	<b>Timing</b>
9.1 (Required Management action)	The Owner must undertake monitoring in accordance with the Monitoring Plan.	Ongoing as specified in Section 7 – Monitoring Plan
9.2 (Required management action)	The Owner must establish permanent Photo Points at locations within the Biodiversity Stewardship Site as described in the Monitoring Plan	Ongoing from Agreement Date
9.3 (Required management action)	The Owner must conduct, or arrange for the conduct of, an inspection of the Biodiversity Stewardship Site at the times, and having regard to the purpose, set out in the Monitoring Plan.	Ongoing as specified in Section 7 – Monitoring Plan
9.4 (Required management action)	<p>(a) The Owner must establish permanent Vegetation Integrity Survey Plots within 12 months after the Agreement Date with the purpose of providing a baseline for assessing Biodiversity outcomes in the future.</p> <p>(b) The Vegetation Integrity Survey Plots must be permanently marked and labelled using steel posts (i.e. star picket or equivalent durable post).</p> <p>(c) The Owner must record the location and label of each of the Vegetation Integrity Survey Plots in the Monitoring Plan using the format described therein.</p>	Within 12 months of the Agreement Date and ongoing thereafter

<b>Management Actions</b>		
9.5 (Required management action)	(a) The Owner must monitor the Biodiversity Stewardship Site for evidence of plant disease or dieback within the Native Vegetation present on the site. (b) The Owner must report any evidence of plant or animal disease on the site to the NSW BCT as soon as practicable.	Ongoing as specified in Section 7 – Monitoring Plan
9.6 (Active restoration action)	The monitoring plan must contain measurable performance targets related to the active restoration management actions such as: <ul style="list-style-type: none"> <li>• evidence of occupation of and condition of artificial hollows or relocated logs and stags</li> <li>• persistence and abundance of species targeted by supplementary plantings or sowings.</li> </ul>	Ongoing as specified in Section 7 – Monitoring Plan
	If active restoration management actions are not proposed within the Biodiversity Stewardship Site, replace the above part with:  “This part is not applicable.”	

SAMPLE

## Section 2: Fire for Conservation Management Plan

### Completing the fire for conservation management plan

A table is provided below for the fire conservation management plan. Add additional sections to the table if required. The plan must include, but is not limited to:

- a map identifying the areas to be burnt during each Ecological Burn (the Ecological Burn Map). Areas to be burnt are to be based on broad habitat zones across the Biodiversity Stewardship Site.
- the year the last fire went through, the type of fire and the extent of the fire and location, where known
- frequency of natural fires in the area of the Biodiversity Stewardship Site, where known
- a description of locations and Management Zones where Ecological Burns will be conducted and areas that will not be burnt
- the methods that will be used for Ecological Burns
- the fire frequency intervals recommended for the vegetation types and Threatened Species present, including any required adjustment to the schedule in the event of a wildfire or activities undertaken under the Rural Fires Act 1997 (NSW) to ensure minimum frequency between Ecological Burns
- the fire intensity for the recommended vegetation types
- the time of year suitable for Ecological Burns
- clear, measurable objectives and performance indicators to demonstrate how the management action will achieve gain on the Biodiversity Stewardship Site.

Requirements for monitoring the performance of the Fire for Conservation Management Plan are set out in Section 7 – Monitoring Plan and include:

- methods for monitoring the outcomes of Ecological Burns
- reporting and assessing the results from monitoring
- the diary for recording actions taken in accordance with the Fire for Conservation Management Plan

1. Previous known fire events affecting the land that is the Biodiversity Stewardship Site are described in the table in this plan titled 'Fire history for previous 20 years (or longer if known)' to provide an indication of local fire conditions including intensity and frequency.
2. The Owner must carry out Ecological Burns for each Management Zone according to the following:
  - (a) the method and frequency described in the table in this plan titled 'Ecological Burning actions';
  - (b) the areas to be burnt identified in the Ecological Burn Map;
  - (c) the requirements for each vegetation type or Threatened Species as described in the table in this plan titled 'Fire requirements for vegetation types and threatened species'.
  - (d) the following NSW Rural Fire Service publications:
    - (i) 'Rules and Notes for implementation of the Threatened Species Hazard Reduction List for the Bush Fire Environmental Assessment Code';
    - (ii) 'Threatened Species Hazard Reduction List – Part 1 – Plants';
    - (iii) 'Threatened Species Hazard Reduction List – Part 2 – Animals'; and
    - (iv) Threatened Species Hazard Reduction List – Part 3 – Threatened Ecological Communities'; and
  - (e) establish a mosaic-pattern of different burn ages (i.e. time since fire) across Ecological Burn Units (as displayed on the Ecological Burn Map) to ensure the Biodiversity Stewardship Site retains refuge areas for native fauna at all times.
3. The Owner must take the fire frequencies recommended in BioNet or other published sources of any Threatened Species on the Biodiversity Stewardship Site into consideration when determining the frequency of Ecological Burns.
4. The Owner must avoid areas containing Threatened Species when constructing fire containment lines.
5. The Owner must implement the activities (if any) described in the table in this plan titled 'Other fire management activities'.

6. The Owner must meet the performance measures described in the table in this plan titled 'Fire Management Performance Measures'.
7. The Owner must implement the monitoring and inspections of fires as described in the Monitoring Plan.

Where Species Credits are generated on the Biodiversity Stewardship Site the Species Polygon must be displayed on the Map of areas to be burnt during each Ecological Burn. Where the fire regime of the species credit species differs from that of the surrounding vegetation the management plan must demonstrate how the species polygon will be treated or excluded to ensure inappropriate fire regimes do not adversely impact the species;

**Fire history for previous 20 years (or longer if known)**

Year of fire	Hazard reduction, wildfire burn or Ecological Burn and extent of fire	Management Zone/s

**Fire requirements for vegetation types and Threatened Species**

Vegetation type and/or Threatened Species	Fire frequency required	Time of year for burning	Fire intensity required	Adjustment required due to wildfires or activities undertaken under the Rural Fires Act 1997 (NSW)

**Ecological Burning actions**

Management Zone/s	Actions	Supervision & extinguishing techniques	Time of year for Ecological Burn	Frequency (years)

**Other fire management activities (where required)**

<p> </p> <p> </p> <p> </p> <p> </p> <p> </p>
--

**Ecological Burn Map**

Insert map

SAMPLE

Fire Management Performance Measures	
Management Zone/s	Performance indicator (e.g. % Management Zone burnt)

SAMPLE

## Section 3: Native Vegetation Management Plan

### Completing the Native Vegetation Management Plan

A table is provided below for completing the Native Vegetation Management Plan. Add additional fields to the table as required.

The description and location (Management Zones) of native vegetation management actions to be undertaken by the Owner are listed in the Native Vegetation Management Plan.

This plan includes some management actions listed as required Native Vegetation Management actions in Section 13.3.2 of the BAM (2016) ("Required management actions"). It may also include actions to manage and augment threatened Native Vegetation and Threatened Species habitat where approved as active restoration management actions (Section 13.3.3 of the BAM). Active restoration management actions may be approved where it can be demonstrated that management and/or augmentation is feasible for the target Plant Community Type or Threatened Species of the proposed active restoration activity.

The Native Vegetation Management Plan must:

- (i) identify the target PCTs for which management and augmentation will be undertaken and Management Zones where actions will be undertaken;
- (ii) specify the requirements for the ongoing management and maintenance within the Biodiversity Stewardship Site; and
- (iii) detail ongoing monitoring requirements for the relevant PCTs and include measures of success and contingencies in the event of failure.

Where hydrology management activities are proposed, the Native Vegetation Management Plan must:

- (i) identify the PCT for which hydrology management will be undertaken;
- (ii) specify the requirements for the ongoing management and maintenance of hydrology within the Biodiversity Stewardship Site; and
- (iii) detail ongoing monitoring requirements for the relevant PCT and include measures of success and contingencies in the event of failure.

The locations and extent of areas proposed for Native Vegetation Management must be clearly identified and mapped.

Where Targeted Supplementary Planting is proposed as an active restoration management action to manage and/or augment Native Vegetation or Threatened Species habitat, the Native Vegetation Management Plan must include detailed prescriptions for planting schedules, including:

- species list per Management Zone
- planting method – specify whether plants are to be tubestock, direct seeding or another method
- number of plants per area – for tubestock, the number of plants should be rounded to the nearest 100 if there are more than 1,000 plants or to the nearest 10 if there are 1,000 plants or fewer;
- timing – described as the number of months (or Year if relevant) for completion of planting after First Payment Date.
- Management of supplementary planting includes watering, slashing, scalping, spraying of weeds, and plant replacement.

Appropriate site treatment (e.g. weed control) of each area of planting or seeding identified in the planting schedule must be identified in the Native Vegetation Management Plan and undertaken prior to such planting.

The Native Vegetation Management Plan must set out the period following planting or seeding over which grazing must be excluded from areas of Targeted Supplementary Planting. The period may be expressed as a date following planting or seeding, or as a minimum height that must be obtained by all planted or seeded plants before grazing is permitted.

The Native Vegetation Management Plan must contain clear, measurable objectives and performance indicators to demonstrate how the Management Action will achieve gain on the Biodiversity Stewardship site.

Requirements for monitoring the performance of the Native Vegetation Management Plan are set out in Section 7 – Monitoring Plan and include:

- methods for monitoring the outcomes of Native Vegetation Management
- reporting and assessing the results from monitoring
- the diary for recording actions taken in accordance with the Fire for Conservation Management Plan

1. The Owner must carry out Native Vegetation Management for each Management Zone according to the method and frequency described in the table in this plan titled 'Native Vegetation Management Actions';
2. The Owner must undertake Targeted Supplementary Planting in accordance with the table in this plan titled 'Targeted Supplementary Planting Schedule at the Biodiversity Stewardship Site'.
3. The Owner must meet the performance measures described in the table in this plan titled 'Native Vegetation Management Performance Measures'.
4. The Owner must implement the monitoring of Native Vegetation management as described in the Monitoring Plan.

### Native Vegetation Management Actions

Management Zone	Description of Vegetation Management action	Frequency and timing	Management Action Type (Required or Active)

### Targeted Supplementary Planting Schedule at the Biodiversity Stewardship Site

Species' common name	Species scientific name	Management Zone/s of planting	Number of plants per area	Planting method	Timing (months or Year)



Native Vegetation Management Performance Measures			
Management Zone/s	Management Action	Performance indicator (e.g. % of Management Zone treated per year, % survival rate of plantings, species abundance).	Timing

SAMPLE

## Section 4: Threatened Species Habitat Management Plan

### Completing the Threatened Species Habitat Management Plan

A table is provided below for completing the Threatened Species Habitat Management Plan. Add additional fields to the table as required.

The description and location (Management Zones) of threatened species habitat management actions to be undertaken by the Owner are listed in the Threatened Species Habitat Management Plan.

This plan includes some management actions listed as required management actions in Section 13.3.2 of the BAM (2016) ("Required management actions"). It may also include actions to enhance and augment threatened species habitat where approved as active restoration management actions (Section 13.3.3 of the BAM).

Active restoration management actions relating to Threatened Species Habitat Management may be approved where it can be demonstrated that restoration of habitat is feasible for the target species of the proposed active restoration activity.

The Threatened Species Habitat Management Plan must:

- (i) identify the target Threatened Species for which habitat enhancement will be undertaken and the species polygon in which habitat enhancement actions will be implemented;
- (ii) specify the requirements for the ongoing management and maintenance of habitat enhancement within the Biodiversity Stewardship Site; and
- (iii) detail ongoing monitoring requirements for the relevant species and include measures of success and contingencies in the event of failure.

Where hydrology management activities are proposed, the Threatened Species Habitat Management Plan must:

- (i) identify the Threatened Species and their species polygon for which hydrology management will be undertaken;
- (ii) specify the requirements for the ongoing management and maintenance of hydrology within the Biodiversity Stewardship Site; and
- (iii) detail ongoing monitoring requirements for the relevant species and include measures of success and contingencies in the event of failure.

The locations and extent of areas proposed for threatened species habitat management must be clearly identified and mapped on the Threatened Species Habitat Map. Breeding sites identified on the Biodiversity Stewardship Site must also be mapped on the Threatened Species Habitat Map and protected from disturbance.

Where Targeted Supplementary Planting is proposed as an active restoration management action to improve habitat suitability for specific Threatened Species, this should be identified in the Threatened Species Management Plan with reference made to relevant activities in the Native Vegetation Management Plan.

Habitat enhancement measures may include the installation of artificial nesting boxes, breeding ponds, relocation of fallen logs, relocation and securing of dead hollow bearing stags and/or the relocation of rocks. The Threatened Species Habitat Management Plan must include detailed prescriptions for the ongoing management, replacement and maintenance of installed habitat structures.

Where habitat enhancement measures include the installation of habitat structures, the Threatened Species Habitat Management Plan must:

- (a) specify the target Threatened Species, and type of habitat structures to be installed.
- (b) Specify the number and location of each type of habitat structure to be installed.
- (c) provide for ongoing management, replacement and maintenance of the installed habitat structures.

- (d) detail the ongoing monitoring requirements for the installed habitat structures and include measures of success and contingency actions in the event of failure of the habitat structures to improve roosting and breeding habitat for target Threatened Species; and
- (e) provides reference material to support evidence of the target Threatened Species' use of the habitat structures.

The Threatened Species Habitat Management Plan must contain clear, measurable objectives and performance indicators to demonstrate how the Management Action will achieve gain on the Biodiversity Stewardship site.

Requirements for monitoring the performance of the Threatened Species Habitat Management Plan are set out in Section 7 – Monitoring Plan and include:

- methods for monitoring the outcomes of Threatened Species Habitat Management
- reporting and assessing the results from monitoring
- the diary for recording actions taken in accordance with the Threatened Species Habitat Management Plan

1. The Owner must carry out the Management Actions for each Management Zone according to the method and frequency described in the table in this plan titled 'Threatened Species Habitat Management Actions';
2. The Owner must meet the performance measures described in the table in this plan titled 'Threatened Species Habitat Management Performance Measures'.
3. The Owner must implement the monitoring of Threatened Species habitat management as described in the Monitoring Plan.

**Threatened Species Habitat map**

*Insert map of threatened species locations and species polygons within the Biodiversity Stewardship Site.*

SAMPLE

**Threatened Species Habitat Management Actions**

Name of Threatened Species	Description of habitat management action	Management Zone/s	Frequency and timing	Management Action Type (Required or Active)

**Threatened Species Habitat Management Performance Measures**

Management Zone/s	Management Action	Performance indicator (e.g. % of Management Zone treated per year, % survival rate of plantings, species abundance, number of nestboxes occupied).	Timing

## Section 5: Integrated Feral Pest Management Plan

### Completing the compulsory Integrated Feral Pest Management Plan

A table is provided below for the integrated feral pest management plan. Add additional fields to the table if required. The plan must include, but is not limited to:

- a description of the target fauna species e.g foxes, cats, pigs, goats, avian pests, horses, other miscellaneous species as relevant
- consideration of relevant current DPIE and other pest management programs
- the methods of feral pest control in each Management Zone determined in accordance with best management practice
- the frequency and timing of pest control actions in each Management Zone
- clear, measurable objectives and performance indicators to demonstrate how the management action will achieve gain on the Biodiversity Stewardship site.

All pest species identified as requiring management on a Biodiversity Stewardship site must be included in the integrated feral pest management plan.

Separate management plans may be developed for each pest species.

When the management plan is reviewed, control activities may be amended, deleted or added to take into account pest species found on the site at that time.

Details of monitoring to assess the effectiveness of Integrated Feral Pest Management activities are to be described in Section 7 – Monitoring Plan and are to include:

- methods for monitoring the success of pest animal control actions
- reporting and assessing the results from monitoring
- a timetable and measures for inspections to identify new pest species that may negatively impact on Threatened Species on the Biodiversity Stewardship site
- a diary for recording actions taken in accordance with the integrated feral pest management plan

1. Feral Pests existing on the Biodiversity Stewardship Site, and their extent or severity of impact, as at the Agreement Date are listed in the table below titled “Feral pests”.
2. The table below titled “Methods considered” lists possible methods of control of Feral Pests and the suitability of such methods to the Biodiversity Stewardship Site.
3. The Owner must control Feral Pests for each Management Zone according to the method and frequency described in the table below titled “Methods of control”. The methods of control will apply to the Feral Pests listed in the ‘Feral pests’ table.
4. The Owner should seek advice from Local Land Services on how to effectively and legally implement Feral Pest control prior to commencing any control methods on the Biodiversity Stewardship Site. If any methods advised or recommended by Local Land Services differ from those identified in this Integrated Feral Pest Management Plan, the Owner must advise the NSW BCT in writing prior to commencing control activities.
5. The Owner must carry out such activities as are specified (if any) in the table below titled “Other Management Activities”.
6. The Owner must implement monitoring of existing and new Feral Pests on the Biodiversity Stewardship Site, as described in the Monitoring Plan and with reference to the performance measures specified in the table below titled “Integrated Feral Pest Management Performance Measures”.
7. The Owner must complete the templates in the Monitoring Plan titled “Diary template for Feral Pest management” and “Template for reporting of monitoring activities – Feral Pest management” to record implementation of this Integrated Feral Pest Management Plan and monitoring activities.

### Feral Pests

Pest	Name of Feral Pest (e.g. foxes, cats, pigs, goats, avian pests, horses, other miscellaneous species)	Description of extent/severity of impact	Management Zone/s

A			
B			
C			
D			
E			
<b>Methods considered</b>			
<b>Pest type</b>	<b>Name and description of program or method</b>		<b>Describe suitability</b>
<b>Methods of control</b>			
<b>Management Zone/s</b>	<b>Feral Pest type</b>	<b>Method of control</b>	<b>Frequency and timing</b>
<b>Other management activities</b>			
<b>Integrated Feral Pest Performance Measures</b>			
<b>Feral Pest species</b>	<b>Performance indicator (e.g. numbers treated/year, level of threat abatement to be achieved, total area to be treated (in hectares)).</b>		


## Section 6 - Integrated Weed Management Plan

### Completing the compulsory Integrated Weed Management Plan

A table is provided below for the Integrated Weed Management Plan. Add additional sections to the table if required.

The plan must include, but is not limited to:

- a description of the high threat weeds and other weeds present on the Biodiversity Stewardship Site and their locations, linked to each Management Zone where weeds are present
- the method/s of weed control in each Management Zone
- the frequency of weed control activities at the site, taking into account management practices where weeds are providing habitat for native species
- the timing of any planting of native plant species required in each Management Zone to provide alternative habitat for native species affected by weed control activities

When the management plan is reviewed, weed control activities may be amended, deleted or added to take into account the weed species on the site at the time of the review.

The Integrated Weed Management Plan must contain clear, measurable objectives and performance indicators to demonstrate how the weed management actions will achieve gain on the Biodiversity Stewardship Site.

Details of monitoring to assess the effectiveness of Integrated Weed Management activities are to be described in Section 7 – Monitoring Plan and are to include:

- methods for monitoring the success of integrated weed management
- reporting and assessing the results from monitoring
- a timetable/measures for inspections to identify new weed species
- a diary for recording actions taken in accordance with the Integrated Weed Management Plan

1. The weeds present, and their locations, on the Biodiversity Stewardship Site as at the Agreement Date are listed in the table below titled “Weed Species present”.
2. The permitted methods of control of weeds on the Biodiversity Stewardship Site for each weed type are listed in the table below titled “Methods of Weed control”.
3. Other Management Actions to control weeds (if any) are specified in the table below titled “Other Weed management activities”.
4. The Owner must implement the monitoring and inspection of existing and new weeds on the Biodiversity Stewardship Site as described in the Monitoring Plan and with reference to the performance measures listed in the table below titled “Integrated Weed Management Performance Measures”.

### Weed species present

	Common name of Weed	Scientific name of Weed	High Threat Weed Species  (Y/N)	Description of infestation (e.g. intensity [% Projected Foliage Cover (PFC)] & location within zone)	Management Zone/s
A					



B					
C					
D					
E					
F					
G					
H					
I					
J					

Methods of Weed control			
Management Zone/s	Weeds	Method of Weed control	Frequency and timing

Other Weed Management Actions			
Management Zone/s	Weeds	Management Action	Frequency and timing

<b>Integrated Weed Management Performance Measures</b>
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Management Zone/s	Weeds	Performance indicator (e.g. % of Management Zone treated per year, weed PFC/abundance remaining per Management Zone).

SAMPLE

## Section 7 - Monitoring Plan

1. The Owner must implement monitoring as described in Section 7A.
2. The Owner must complete the diary templates and reports of monitoring activities contained in the more recent of:
  - a) the templates contained in section 7B or;
  - b) the templates published from time to time on the BCT website.

The completed diary templates and reports of monitoring activities relating to a Reporting Period must be submitted with the Annual Report.

### Section 7A – Monitoring methods and frequency

7A.1- Photo Points	<p>(a) The Owner must establish permanent Photo Points at locations specified below within the Biodiversity Stewardship Site and ensure that photographs are taken from each point within 12 months of the Agreement Date and then at least every 12 months thereafter.</p> <p>(b) The Owner must take photographs according to the specifications below and at the locations listed below.</p>		
	<p><b>Locations of Photo Points</b>          Projected coordinate system: [specify GDA and Zone]</p>		
	<b>Photo Point reference number</b>	<b>Easting</b>	<b>Northing</b>
	[specify]	[specify]	[specify]
	[specify]	[specify]	[specify]
	[specify]	[specify]	[specify]
	<p>The photographs must:</p> <ol style="list-style-type: none"> <li>(i) be taken in all directions (360°) from the Photo Point.</li> <li>(ii) be taken at the same location, with the same starting direction for the commencement and direction of the sweep, with the camera held at the same location, height and angle;</li> <li>(iii) show exactly the same field of view each monitoring event, to enable comparison across years;</li> <li>(iv) be clear and of suitable resolution to show detail, and taken at appropriate light conditions to display optimal contrast.</li> <li>(v) be dated, and labelled with the corresponding Photo Point reference number.</li> <li>(vi) retained by the Owner for the duration of the Deed.</li> </ol>		
7A.2 - Biodiversity Stewardship Site inspections	<p>Inspection of the Biodiversity Stewardship Site must be undertaken by a suitably qualified person at the times, and having regard to the purpose, set out below:</p>		
	<b>Site inspection</b>		
	<b>A. Purpose</b>	<b>B. Interval (starting from the Agreement Date)</b>	
	To determine the percentage of Living Ground Cover present on the Biodiversity Stewardship Site for the purposes of grazing Stock in accordance with part 2.1 of section 1 of the Management Plan (if applicable).	Every 12 months	

	To determine the number of Stock and date/s when Stock have entered the Management Zones on the Biodiversity Stewardship Site	Every 3 months	
	To determine the physical condition of fencing and gates and whether they are maintained to a standard that can: <ul style="list-style-type: none"> <li>- control the movement of Stock if required under Part 2.2 of Section 1 of the Management Plan</li> <li>- control human disturbance if required under Part 8 in Section 1 of the Management Plan</li> <li>- control the movement of Feral Pests if required under Part 6.1 of Section 1 of the Management Plan</li> </ul>	Every 12 months	
	To determine any human disturbance on the Biodiversity Stewardship Site Note: Part 8 of section 1 of the Management Plan and clause 4 of this Deed place restrictions on human activities on the Biodiversity Stewardship Site	Every 6 months	
	To determine the physical condition of existing firetrails and access tracks within the Biodiversity Stewardship Site, their navigability and evidence of erosion.  The Owner must also document any evidence of erosion within other areas of the Biodiversity Stewardship Site.  Note: Parts 8.2 and 8.9 of Section 1 of the Management Plan contain requirements for erosion control	Every 6 months	
	To determine the presence of Rubbish on the Biodiversity Stewardship Site  Note: Part 8.3 and 8.6 of Section 1 of the Management Plan contains requirements for storing and disposing of Rubbish on the Biodiversity Stewardship Site	Every 6 months	
	Baseline Biodiversity monitoring	Every 5 years	
	To assess the effectiveness of Threatened Species habitat management actions	Every 12 months or as specified in the Threatened Species Habitat Management Plan	
7A.3 - Baseline biodiversity monitoring – Vegetation Integrity Survey Plots	Vegetation Integrity Survey Plots must be established with the purpose of providing a baseline for assessing Biodiversity outcomes in the future at the locations specified below.		
	<b>Locations of Vegetation Integrity Survey Plots</b> Projected coordinate system: [specify GDA and Zone]		
	<b>Plot reference</b>	<b>Easting</b>	<b>Northing</b>
	[to insert]	[to insert]	[to insert]
	[to insert]	[to insert]	[to insert]
		<b>Direction of plot (magnetic degrees)</b>	
		[to insert]	[to insert]
		[to insert]	[to insert]

	[to insert]	[to insert]	[to insert]	[to insert]
7A.4 - Monitoring	The Owner must carry out monitoring against the performance measures using the methods and frequency specified below.			
<b>Monitoring Fire for conservation management</b>				
<b>Performance Measure</b>	<b>Management Zone/s</b>	<b>Method of monitoring</b>		<b>Timing</b>
[to insert]	[to insert]	[to insert]		[to insert]
[to insert]	[to insert]	[to insert]		[to insert]
[to insert]	[to insert]	[to insert]		[to insert]
[to insert]	[to insert]	[to insert]		[to insert]
<b>Monitoring Native Vegetation Management</b>				
<b>Performance indicator</b>	<b>Management zone(s)</b>	<b>Method of monitoring</b>		<b>Timing</b>
[to insert]	[to insert]	[to insert]		[to insert]
[to insert]	[to insert]	[to insert]		[to insert]
[to insert]	[to insert]	[to insert]		[to insert]
[to insert]	[to insert]	[to insert]		[to insert]
[to insert]	[to insert]	[to insert]		[to insert]
<b>Monitoring Threatened Species Habitat Management</b>				
<b>Performance indicator</b>	<b>Management Zone/s</b>	<b>Threatened species</b>	<b>Method of monitoring</b>	<b>Timing</b>
[to insert]	[to insert]	[to insert]	[to insert]	[to insert]
[to insert]	[to insert]	[to insert]	[to insert]	[to insert]
[to insert]	[to insert]	[to insert]	[to insert]	[to insert]
[to insert]	[to insert]	[to insert]	[to insert]	[to insert]
<b>Monitoring Integrated Feral Pests Management</b>				
<b>Performance indicator</b>	<b>Management Zone/s</b>	<b>Pest species</b>	<b>Method of monitoring</b>	<b>Timing</b>
[to insert]	[to insert]	[to insert]	[to insert]	[to insert]

[to insert]	[to insert]	[to insert]	[to insert]	[to insert]
[to insert]	[to insert]	[to insert]	[to insert]	[to insert]
Monitoring Integrated Weed Management				
Performance indicator	Management Zone/s	Weed species	Method of monitoring	Timing
[to insert]	[to insert]	[to insert]	[to insert]	[to insert]
[to insert]	[to insert]	[to insert]	[to insert]	[to insert]
[to insert]	[to insert]	[to insert]	[to insert]	[to insert]
[to insert]	[to insert]	[to insert]	[to insert]	[to insert]

SAMPLE

## Section 7B - Templates for reporting monitoring activities

### Diary template for fire management

The Owner must complete this template following any fire event (including prescribed ecological burns, wildfire and arson) within the Biodiversity Stewardship Site.

Completed templates must be submitted with the next Annual Report.

**Completed by:**

**Date of fire:**

**Cause of fire:**

**Management Zone/s affected:**

**Area burnt (hectares) (attach map):**

**Canopy scorched (%):**

**Leaf litter remaining (%):**

**Intensity of fire:**

**Other comments/observations:**

### Template for the reporting of monitoring activities – Integrated Fire management

The Owner must complete this template for each Management Zone. The template must be completed each year and submitted with the Annual Report.

It is required to be completed by a suitably qualified ecologist or bush regenerator.

**Completed by:**

<b>Date:</b>	
<b>Management Zone/s:</b>	
<b>Date of fires on the Biodiversity Stewardship Site:</b>	
<b>General description of the vegetation structure and species composition at time of reporting</b>	
<b>Observations of the health of threatened flora and its response to previous fires</b>	
<b>Interpretation of other ecological outcomes of previous fires</b>	
<b>Assessment of results of management actions (refer to performance measures)</b>	
<b>Recommendation on the timing and location for future planned fires within the Management Zone(s)</b>	



## Diary template for Native Vegetation management

The Owner must complete this template to record the details of any Native Vegetation Management Actions implemented on the Biodiversity Stewardship site.

Completed templates are to be submitted with the next Annual Report.

**Completed by:**

**Date of activity:**

**Management Zone/s:**

**Description and type of action undertaken** Include details of the Targeted Supplementary Planting, site treatment and other actions.

**Assessment of results of management actions (refer to performance measures).** Include details of the results of the action and how it could be improved in future

**Minor variations from management plan (if any)** (Include details and reasons)

**Template for reporting of monitoring activities – Native Vegetation management**

The Owner must complete this template to record the outcomes of Native Vegetation Management Actions implemented on the Biodiversity Stewardship site.

The template must be completed each year and submitted with the Annual Report.

<b>Management Zone/s</b>	<b>Date</b>	<b>Observations and assessment of monitoring against performance measures</b>

SAMPLE

**Diary Template for the reporting of monitoring activities - threatened species habitat management**

The Owner must complete this template to record the details of any Threatened Species Habitat Management Actions implemented on the Biodiversity Stewardship site.

Completed templates are to be submitted with the next Annual Report.

**Completed by:**

**Date of activity:**

**Management zone/s:**

**Description and type of management undertaken** Include details of the target species and the management activity used.

**Assessment of effectiveness of threatened species habitat management action (refer to performance measures).** Include details of the results of the management activity implemented and how it could be improved in future

**Minor variations from management plan (if any)** (Include details and reasons)

## Template for reporting of monitoring activities – Threatened Species Habitat Management

The Owner must complete this template to record the outcomes of Threatened Species Habitat Management Actions implemented on the Biodiversity Stewardship site.

The template must be completed each year and submitted with the Annual Report.

Management Zone/s	Date	Observations and assessment of monitoring against performance measures

SAMPLE

<b>Diary template for Feral Pest management</b>
<p>The Owner must complete this template to record the details of any Feral Pest management control actions implemented on the Biodiversity Stewardship site.</p> <p>Completed templates are to be submitted with the next Annual Report.</p>
<b>Completed by:</b>
<b>Date of activity:</b>
<b>Management zone/s:</b>
<p><b>Description and type of control undertaken</b> Include details of the target species and the control technique used.</p>
<p><b>Assessment of results of control technique action (refer to performance measures).</b> Include details of the results of the control technique and how it could be improved in future</p>
<p><b>Minor variations from management plan (if any)</b> (Include details and reasons)</p>

### Template for reporting of monitoring activities – Feral Pest management

The Owner must complete this template to record the outcomes of Feral Pest management control actions implemented on the Biodiversity Stewardship site.

The completed template must be submitted with the next Annual Report.

Management Zone/s	Date	Current level of impact on vegetation or threatened fauna species  This column must record impact as Negligible, Minimal, Moderate or High	Observations and assessment of monitoring against performance measures

### Diary Template Integrated Weed management

This template must be completed to record the details of any Integrated Weed Management actions implemented on the Biodiversity Stewardship site. The template must be completed by a suitably qualified bush regenerator or ecologist on behalf of the Owner.

Completed templates are to be submitted with the next Annual Report.

**Completed by:**

**Date of activity:**

**Management Zone:**

**Description and type of control undertaken**

Provide a summary of all weed control activities undertaken within the previous 12 months. As a minimum, this should include number of person hours worked, methods used, type and quantity of chemical used, approximate area (ha) of primary weed treatment and follow-up weed treatment, and the main weeds that were treated. Attach a map of locations worked.

**Assessment of results of control technique action (refer to performance measures).** Include details of the results of weed control activities and how they could be improved in future. Assess effectiveness through evaluation against the relevant performance measures for the management zone.

**Minor variations from management plan (if any)** (Include details and reasons)

**Template for the reporting of monitoring activities – integrated weed management**

This template must be completed annually for each Management Zone by a suitably qualified bush regenerator or ecologist.  
The completed template must be submitted with the next Annual Report.

**Management Zone:**

**Completed by:**

**Date:**

**Weed control summary**

Provide a summary and review of all weed control activities undertaken within the previous 12 months and their effectiveness through evaluation against the relevant performance measures for the management zone. As a minimum, this should include number of person hours worked, methods used, type and quantity of chemical used, approximate area (ha) of primary weed treatment and follow-up weed treatment, and the main weeds that were treated. Attach a map of locations worked.

**Description and recommendations for remaining weed infestations**

Provide a summary of the type and density of the main weeds that remain in the Management Zone, their location (mark on a map if necessary), and describe the recommended techniques for controlling these weeds.

**Condition**

Record each of the following condition measures as either absent, occasional, moderate or frequent when assessed across the part of the management zone where active integrated weed management has commenced

	<b>Absent</b>	<b>Occasional</b>	<b>Moderate</b>	<b>Frequent</b>
Regeneration of native canopy species				
Regeneration of native shrubs				
Regeneration of native groundcovers				
Dieback of native species				
Erosion				

**Comments on condition**

Provide any additional comments on the condition of the Management Zone, including reference to areas where supplementary planting or erosion control is required or has occurred (mark on a map where necessary).



**Annual Reporting Template**

<b>Biodiversity Stewardship Site Annual Report</b>					
<b>Location details</b>			Name of Owner/s:		
Biodiversity Stewardship Agreement ID:					
Reporting period:		Property address:			
<b>Management action</b>	<b>Required completion time and frequency</b>	<b>Action completed (Yes/No)</b>	<b>Actual completion date/s</b>	<b>Description of actions undertaken (including where undertaken (including reference to Management Zones), any variations and the reasons for variation)</b>	<b>Visual observations and other comments (including reasons for non-completion)</b>
1 Management of fire for conservation					
2 Management of grazing for conservation					
3 Native vegetation management					
4 Threatened species habitat management					
5 Hydrology management					
6 Integrated feral pest management					
7 Integrated weed management					
8 Management of human disturbance					
9 Monitoring					

<b>Records submitted with this report</b>	
<input type="checkbox"/>	Photographs taken at the Photo Point locations specified in the Management Plan in the Biodiversity Stewardship Agreement
<input type="checkbox"/>	Results of any monitoring, inspections or surveys required to be conducted under the Biodiversity Stewardship Agreement. This should include all completed diary templates and completed templates for the reporting of monitoring activities.
<b>Signature and certification</b>	
I hereby declare that the information supplied in this report is accurate and complies with the reporting requirements under the Biodiversity Stewardship Agreement	
Note: If the land that forms the Biodiversity Stewardship Site is owned by multiple persons, each Owner must sign this Annual Report	
Signed:	Signed:
Date:	Date:

SAMPLE

## Attachment 5: Dictionary

In this Deed, unless a contrary intention appears, a capitalised word or words has the meaning given in the corresponding row in the table below:

Note: Definitions used only within the Management Plan are defined within the Management Plan and are not defined in this Dictionary

Word/s	Meaning
<b>Aboriginal Objects</b>	<p>The same meaning that “Aboriginal objects” has in the NPW Act</p> <p><i>Note: This definition may change from time to time with changes in Law, but on the Agreement Date this meaning was “Aboriginal object means any deposit, object or material evidence (not being a handicraft made for sale) relating to the Aboriginal habitation of the area that comprises New South Wales, being habitation before or concurrent with (or both) the occupation of that area by persons of non-Aboriginal extraction, and includes Aboriginal remains”</i></p>
<b>Aboriginal Places</b>	<p>The same meaning that “Aboriginal places” has in the NPW Act</p> <p><i>Note: This definition may change from time to time with changes in Law, but on the Agreement Date this meaning was “Aboriginal place means any place declared to be an Aboriginal place under section 84” of the NPW Act</i></p>
<b>Accredited Person</b>	<p>The meaning given to it in section 1.6 of the Biodiversity Conservation Act</p> <p><i>Note: This definition may change from time to time with changes in Law, but on the Agreement Date this meant a person accredited to prepare biodiversity assessment reports in accordance with the Biodiversity Assessment Method, under the scheme for the accreditation that is prepared in draft by the Environment Agency Head and published by the Minister on the NSW legislation website</i></p>
<b>Agreement Date</b>	The date on which the last party executes the Deed, being the date set out in Item A
<b>Annual Contribution</b>	The annual contribution payable in relation to the Biodiversity Stewardship Site, determined in accordance with clause 6.27 of the Biodiversity Conservation Regulations
<b>Annual Report</b>	An annual report for each Reporting Period in the form of, and attaching the information and documents required by, the Annual Reporting Template

Word/s	Meaning
<b>Annual Reporting Template</b>	<p>The form entitled “Annual Reporting Template” which has been available to the Owner by whichever is the most recent of the following:</p> <ul style="list-style-type: none"> <li>– as attached to this Deed in Attachment 4</li> <li>– on the NSW BCT website</li> <li>– as supplied to the Owner by the Minister’s Representative from time to time</li> </ul>
<b>Assessment Date</b>	The date on which the assessment for the preparation of the Site Assessment Report commenced
<b>Attachment</b>	A numbered attachment at the end of this Deed
<b>Authorised Entrant</b>	<p>Any one or more of the following:</p> <ul style="list-style-type: none"> <li>– the Minister</li> <li>– the Minister’s Representative</li> <li>– the Environment Agency Head</li> <li>– an officer of DPIE or the NSW BCT</li> <li>– any other person that the Minister, the Environment Agency Head or an officer of DPIE or the NSW BCT requests the Owner to allow onto the Land to carry out Research and/or Monitoring where the Owner has consented to such request (such consent not to be unreasonably withheld or delayed)</li> </ul>
<b>Authorised Officer</b>	<p>A person who is appointed as an authorised officer under Part 12 of the Biodiversity Conservation Act</p> <p><i>Note: This definition may change from time to time with changes in Law, but on the Agreement Date, the Environment Agency Head may appoint any person (including a class of persons) as an authorised officer</i></p>
<b>Authority</b>	Any federal, state or local government authority, body or department having jurisdiction in relation to the Premises or this Deed and includes any governmental or semi-governmental or local governmental authority, administrative or judicial body or tribunal, department, commission, public authority, agency, minister, statutory corporation or instrumentality

Word/s	Meaning
<b>Biodiversity</b>	The meaning given to it in section 1.5 of the Biodiversity Conservation Act  <i>Note: This definition may change from time to time with changes in Law, but on the Agreement Date this meaning was “the variety of living animal and plant life from all sources, and includes diversity within and between species and diversity of ecosystems”</i>
<b>Biodiversity Assessment Method</b>	The method established under section 6.7 of the Biodiversity Conservation Act
<b>Biodiversity Conservation Act</b>	The <i>Biodiversity Conservation Act 2016</i> (NSW) and any regulations from time to time in force under that Act
<b>Biodiversity Conservation Regulations</b>	The <i>Biodiversity Conservation Regulation 2017</i> (NSW)
<b>Biodiversity Credit</b>	A biodiversity credit created under this Deed
<b>Biodiversity Stewardship Payments Fund</b>	The fund established under Part 6 of the Biodiversity Conservation Act to hold funds from the transfer or retirement of Biodiversity Credits, and other funds
<b>Biodiversity Stewardship Site</b>	The area described in Item F beside the words “Biodiversity Stewardship Site”

Word/s	Meaning
<b>Biodiversity Values</b>	The meaning given to it in section 1.5 of the Biodiversity Conservation Act  <i>Note: This definition may change from time to time with changes in Law, but on the Agreement Date this meaning was:</i>  “- <i>vegetation integrity</i> —being the degree to which the composition, structure and function of vegetation at a particular site and the surrounding landscape has been altered from a near natural state, - <i>habitat suitability</i> —being the degree to which the habitat needs of threatened species are present at a particular site, - <i>threatened species abundance</i> —being the occurrence and abundance of threatened species or threatened ecological communities, or their habitat, at a particular site, - <i>vegetation abundance</i> —being the occurrence and abundance of vegetation at a particular site, - <i>habitat connectivity</i> —being the degree to which a particular site connects different areas of habitat of threatened species to facilitate the movement of those species across their range, - <i>threatened species movement</i> —being the degree to which a particular site contributes to the movement of threatened species to maintain their lifecycle, - <i>flight path integrity</i> —being the degree to which the flight paths of protected animals over a particular site are free from interference, - <i>water sustainability</i> —being the degree to which water quality, water bodies and hydrological processes sustain threatened species and threatened ecological communities at a particular site”
<b>Business Day</b>	A day that is not: – a Saturday, Sunday, public holiday or bank holiday in Sydney, Australia; or – 24, 27, 28, 29, 30 or 31 of December
<b>Claim</b>	Any claim, damage, demand, liability, Cost, loss, suit, proceeding (whether actual or potential), right of action and claim for compensation
<b>Cost</b>	Any cost, expense, charge, payment, outgoing, loss or other expenditure of any nature whether direct, indirect or consequential and whether accrued or paid and includes legal costs and expenses on whichever is the higher of a full indemnity basis or solicitor and own client basis

Word/s	Meaning
<b>CPI</b>	The Consumer Price Index All Groups number relating to Sydney published from time to time by the Australian Bureau of Statistics (or if that index ceases to be published then such other index which is, in the reasonable opinion of the Minister, a similar index which reflects changes in the cost of living in Sydney at the relevant time)
<b>Deed</b>	This deed and includes any attachments, annexures or schedules attached to this deed
<b>DPIE</b>	The Department of Planning, Industry and Environment
<b>Development</b>	The meaning given to it in section 1.6 of the Biodiversity Conservation Act  <i>Note: This definition may change from time to time with changes in Law, but on the Agreement Date this meaning was:</i> “(a) the use of land, and (b) the subdivision of land, and (c) the erection of a building, and (d) the carrying out of a work, and (e) the demolition of a building or work, and (f) any other act, matter or thing referred to in section 26 of the Environmental Planning and Assessment Act 1979 (NSW) that is controlled by an environmental planning instrument, but does not include the demolition of a temporary structure”
<b>Dictionary</b>	This Attachment 5 and includes any replacement or updated component of such Attachment from time to time
<b>Disclosure Information</b>	The information contained in this Deed, including a copy of the Deed and details of the location of the Land and Management Actions and Management Payments under this Deed
<b>Dispute</b>	A dispute, difference or claim in connection with this Deed (but excluding any dispute, difference or claim in connection with clause 29)
<b>Dispute Notice</b>	A notice setting out: – the nature, or subject matter, of the Dispute, including a summary of any efforts made to resolve other than in accordance with the Dispute Resolution Process; – the identity of any other person centrally involved in the Dispute; – the intent to invoke the Dispute Resolution Process; and – (if practicable) the outcomes which the notifying party wishes to achieve
<b>Dispute Resolution Process</b>	The process set out in clauses 24(a) and 24(b)

Word/s	Meaning
<b>Environment Agency Head</b>	The meaning given to it in section 1.6 of the Biodiversity Conservation Act  <i>Note: This definition may change from time to time with changes in Law, but on the Agreement Date this meaning was “the Secretary of the Department of Planning, Industry and Environment”</i>
<b>First Payment Date</b>	The date of the first occasion when the balance in the Relevant Account is equal to or greater than 100% of the Total Fund Deposit
<b>Force Majeure Event</b>	An event that is beyond the reasonable control of the Owner, including any natural disaster, fire, flood, accident, war, riot, act of terrorism, biohazard, a serious epidemic, or a change in legislation, but only to the extent that such events were beyond the Owner’s reasonable control. A force majeure event does not however include any obligation to pay money, a labour dispute or shortage of materials or labour
<b>Formal Review</b>	A review conducted by an Accredited Person or by an appropriately qualified person to consider the efficacy of the Management Plan, including the Management Actions, and any amendments to the Management Plan that the reviewer considers appropriate to ensure the conservation of Biodiversity and of Biodiversity Values on the Biodiversity Stewardship Site and a written report summarising the findings of that review
<b>Fund Manager</b>	The person appointed from time to time under Part 6 of the Biodiversity Conservation Act as the “fund manager” in respect of the Biodiversity Stewardship Payments Fund, and who, as at the Agreement Date, is the person listed in Item E
<b>Funding Acknowledgement Guidelines</b>	The Funding Acknowledgement Guidelines for recipients of NSW Government infrastructure grants published by the NSW Government and as updated from time to time
<b>GST Act</b>	<i>A New Tax System (Goods and Services Tax) Act 1999 (Cth).</i>  The expressions “GST”, “Input Tax Credit”, “Recipient”, “Supply”, “Tax Invoice” and “Taxable Supply” have the meanings given to those expressions in the GST Act and “Supplier” means the party who made the Taxable Supply

Word/s	Meaning
<b>Identified Legal Requirements</b>	Any one or more of the requirements listed below: <ul style="list-style-type: none"> <li>- under the <i>Biosecurity Act 2015</i> (NSW): <ul style="list-style-type: none"> <li>+ an emergency order under section 44;</li> <li>+ a control order under section 62;</li> <li>+ a requirement to assist an authorised officer under section 103; or</li> <li>+ a biosecurity direction under section 128;</li> <li>+ a weed control notice issued under and prior to the repeal of the <i>Noxious Weeds Act 1993</i> (NSW);</li> </ul> </li> <li>- under the <i>Local Land Services Act 2013</i> (NSW): <ul style="list-style-type: none"> <li>+ a pest control order under section 130,</li> <li>+ an eradication order under section 144,</li> <li>+ a requirement for destruction of pests under section 152, or</li> <li>+ a requirement to assist an authorised officer under section 179</li> </ul> </li> <li>+ a direction under section 37A of the <i>State Emergency and Rescue Management Act 1989</i> (NSW) in relation to a state of emergency or a direction under section 22A of that Act,</li> <li>- under the <i>Rural Fires Act 1997</i> (NSW): <ul style="list-style-type: none"> <li>+ any notified steps under section 63,</li> <li>+ a direction under section 45 for the prevention, control or suppression of any bush fire,</li> <li>+ a bush fire hazard reduction notice under section 66,</li> <li>+ an emergency fire fighting act within the meaning of that Act,</li> <li>+ emergency bush fire hazard reduction work within the meaning of that Act,</li> <li>+ otherwise as part of any managed bushfire hazard reduction work that is carried out in accordance with a current bushfire hazard reduction certificate that applies to the work or the provisions of any bushfire code applying to the land specified in the certificate</li> </ul> </li> </ul>
<b>Item</b>	A numbered item in the terms schedule at the beginning of this Deed
<b>Land</b>	The land described in Item F beside the word "Land"
<b>Law</b>	The common law, any requirement of any rule, statute, proclamation, regulation, ordinance or by-law, present or future, and whether state, federal or otherwise and the requirements of any Authority

Word/s	Meaning
<b>Management Action</b>	An obligation to act or an obligation to refrain from doing something set out in section 1-7 of the Management Plan
<b>Management Payments</b>	A payment to be made to the Owner in accordance with clause 11.1(a)
<b>Management Plan</b>	The management plan attached to this Deed in Attachment 4 and includes any replacement or updated component of such Attachment from time to time
<b>Management Zone</b>	An area of a given vegetation zone within the Biodiversity Stewardship Site subject to the same regime of management identified as a management zone on the map immediately below the words "Property Management Actions" included in the Management Plan
<b>Minister's Representative</b>	The person nominated by the Minister to be his or her representative from time to time and who, as at the Agreement Date, is the person set out in Item D
<b>Monitoring</b>	Observing and making records (in any form) of any one or more of the following: <ul style="list-style-type: none"> <li>- the status of and changes to Biodiversity and Biodiversity Values</li> <li>- the success of the Management Plan in improving Biodiversity</li> <li>- compliance by the Owner with this Deed and the Biodiversity Conservation Act</li> </ul>
<b>Native Plant</b>	The meaning given to it in section 5 of the NPW Act <p><i>Note: This definition may change from time to time with changes in Law, but on the Agreement Date this meaning was "native plant means any tree, shrub, fern, creeper, vine, palm or plant that is native to Australia, and includes the flower and any other part thereof"</i></p>
<b>Native Vegetation</b>	The meaning given to it in section 1.6 of the Biodiversity Act <p><i>Note: This definition may change from time to time with changes in Law, but on the Agreement Date this meant any plants (including trees, saplings, shrubs, scrub, groundcover) native to New South Wales (ie established in New South Wales before European settlement)</i></p>
<b>New Owner</b>	Any transferee, assignee or novatee of part or all of the Owner's interest under this Deed, including by way of a sale of the Land, or any part of the Land
<b>Nominated Bank Account</b>	The bank account nominated by the Owner in accordance with clause 11.5(a) or as updated from time to time in accordance with clause 11.5(b)

Word/s	Meaning
<b>Note</b>	Any indented or italicised text in this point 8 font and prefaced by the word "Note:"
<b>Notice Address</b>	The address set out in Item B, Item C, Item D or Item E beside the words "Address for service of notices" for the party to whom the notice is to be given
<b>Notified Occupant</b>	Any Occupant that the Minister is aware of because the Owner has provided the notification required under clause 9.1(a)
<b>NPW Act</b>	The <i>National Parks and Wildlife Act 1974</i> (NSW) and any regulations from time to time in force under that Act
<b>NSW BCT</b>	The Biodiversity Conservation Trust of New South Wales established under the Biodiversity Conservation Act
<b>Occupancy Agreement</b>	Any lease or licence or other agreement which permits entry to or occupancy of any part of the Land (including the Biodiversity Stewardship Site)
<b>Occupant</b>	Any person who occupies any part of the Land pursuant to an Occupancy Agreement (but does not include an Owner)
<b>Ongoing</b>	In relation to the timing of carrying out a Management Action means commencing on the Agreement Date or First Payment Date (as indicated) and continuing in perpetuity, unless specified otherwise
<b>Operational Deficit</b>	The meaning given to it in the Biodiversity Conservation Regulations  <i>Note: This definition may change from time to time with changes in Law, but on the Agreement Date this meant the balance of the biodiversity stewardship site account is less than the total present value of all scheduled management payments in respect of the biodiversity stewardship site for the period starting from the most recent anniversary of the date on which the biodiversity stewardship agreement was entered into and extending to perpetuity.</i>

Word/s	Meaning
<b>Operational Deficit Threshold</b>	The meaning given to it in the Biodiversity Conservation Regulations  <i>Note: This definition may change from time to time with changes in Law, but on the Agreement Date this meant:</i>  <i>(a) 20% of the total present value of all scheduled management payments in respect of the biodiversity stewardship site for the period starting from the most recent anniversary of the date on which the biodiversity stewardship agreement was entered into and extending to perpetuity, or</i>  <i>(b) such other amount as the Minister determines, having regard to the advice of the Fund Manager</i>
<b>Owner</b>	The person described as "Owner" at Part A at the beginning of this Deed, any successor or assign under clause 31.1(h) and any person who is an "owner" within the meaning given to that term in section 1.6 of the Biodiversity Conservation Act  <i>Note: This definition may change from time to time with changes in Law, but on the Agreement Date this meaning was that owner of land includes:</i>  <i>(a) every person who, either at law or in equity:</i>  <i>(i) is entitled to the land for any estate of freehold in possession, or</i> <i>(ii) is a person to whom the Crown has lawfully contracted to sell the land under the Crown Lands Act 1989 (NSW) or any other Act relating to the alienation of lands of the Crown, or</i> <i>(iii) is entitled to receive, or is in receipt of, or if the land were let to a tenant would be entitled to receive, the rents and profits in respect of the land, whether as beneficial owner, trustee, mortgagee in possession or otherwise, and</i>  <i>(b) a person who leases land under the Crown Lands Act 1989, the Crown Lands (Continued Tenures) Act 1989 (NSW) or the Western Lands Act 1901 (NSW), and</i>  <i>(c) any other person who, under the regulations, is taken to be the owner of the land,</i>  <i>but (unless the regulations otherwise provide) does not include a beneficiary of a trust relating to the land</i>
<b>Owner Associate</b>	Any representative, servant, contractor, consultant, agent, lessee, licensee or invitee of the Owner

Word/s	Meaning
<b>Ownership Change Date</b>	The date that the Minister's Representative is notified of a change in Owner of the Land
<b>Payment Amount</b>	Each amount set out in, or calculated in accordance with, the Payment Tables for a Payment Year, increased in accordance with the method set out in clause 11.2(a)
<b>Payment Tables</b>	The tables in Item L and Item M
<b>Payment Year</b>	Each 12 month period: <ul style="list-style-type: none"> <li>– commencing on the First Payment Date; and</li> <li>– each yearly anniversary of the First Payment Date</li> </ul>
<b>Permitted Exception</b>	An activity specified in the table in Item I, provided it is carried out in accordance with the requirements within that table, and only in the Management Zones for which the activity is permitted
<b>Protected Animal</b>	The same meaning that it has in section 1.6 of the Biodiversity Conservation Act <p><i>Note: This definition may change from time to time with changes in Law, but on the Agreement Date this meaning was "an animal of a species listed or referred to in Schedule 5 of the Biodiversity Conservation Act" and "animal means any animal, whether vertebrate or invertebrate and in any stage of biological development, but does not include:</i></p> <p>(a) humans, or</p> <p>(b) fish within the meaning of the Fisheries Management Act 1994 (NSW)"</p>
<b>Protected Person</b>	Each and all of the following: <ul style="list-style-type: none"> <li>– the Minister</li> <li>– the Minister's Representative</li> <li>– the Environment Agency Head</li> <li>– the employees or officers of DPIE</li> <li>– the NSW BCT</li> <li>– the members and committees of the Board of the NSW BCT</li> <li>– the employees and officers of the NSW BCT</li> <li>– any other person acting under the delegation, direction or control of the Minister, the Minister's Representative, the Environment Agency Head or the NSW BCT for any purpose</li> <li>– the Crown in right of the State of New South Wales</li> </ul>

Word/s	Meaning
<b>Registration</b>	Registration of this Deed, or the variation or termination of this Deed, in the Register kept under the <i>Real Property Act 1900</i> (NSW) and includes, where the context allows, an application to register this Deed and "Register" has a corresponding meaning
<b>Registration Date</b>	The date on which the Minister receives notification from the Registrar-General that this Deed has been registered under Section 5.12 of the Biodiversity Conservation Act
<b>Relevant Account</b>	The biodiversity stewardship site account within the Biodiversity Stewardship Payments Fund kept by the Fund Manager in accordance with the Biodiversity Conservation Regulations
<b>Reporting Obligations</b>	The reporting and record keeping requirements as set out in Attachment 3
<b>Reporting Period</b>	Each of the following: <ul style="list-style-type: none"> <li>– prior to the First Payment Date: <ul style="list-style-type: none"> <li>+ the 12 month period commencing on the Agreement Date; and</li> <li>+ each subsequent 12 month period commencing on each anniversary of the Agreement Date</li> </ul> </li> <li>– on and from the First Payment Date: <ul style="list-style-type: none"> <li>+ the 12 month period commencing on such First Payment Date; and</li> <li>+ each subsequent 12 month period commencing on each anniversary of the First Payment Date</li> </ul> </li> </ul>
<b>Research</b>	The investigation into and study of facts relating to Biodiversity and Biodiversity Values, and the conservation of Biodiversity and Biodiversity Values
<b>Review Date</b>	<ul style="list-style-type: none"> <li>– Until the first Ownership Change Date, each 5th anniversary of the Agreement Date</li> <li>– On and after the Ownership Change Date, on the Ownership Change Date and each 5th anniversary of the Ownership Change Date</li> </ul>
<b>Sell</b>	To sell, transfer, gift, assign or otherwise dispose of and "Sale" has a corresponding meaning
<b>Site Assessment Report</b>	The report described in Item H
<b>Site Sketch Plan</b>	A plan in registrable form which is part of this Deed showing the boundaries of the Biodiversity Stewardship Site, but not a deposited plan or subdivision plan which is separate to this Deed



Word/s	Meaning
<b>Site Splitting</b>	A gifting or transfer of part only of the Land, including a Subdivision in preparation for such a gift or transfer  <i>Note: For example, if the Owner wanted the Owner's children to each own part of the Land</i>
<b>Special Conditions</b>	The terms and conditions set out in Item J
<b>Standard Provisions</b>	Clauses 1 to 31 of this Deed, and this Dictionary
<b>Subdivide</b>	To physically or legally (or both) split or separate the Land into portions or to make any application to an Authority for such a split or separation
<b>Templates</b>	The Templates available on the NSW BCT website
<b>Threatened Ecological Community</b>	Vegetation communities that are: <ul style="list-style-type: none"> <li>– known to occur within the Conservation Area and specified as a threatened ecological community in the Site Values Report; or</li> <li>– listed in Schedule 2 to the Biodiversity Conservation Act; or</li> <li>– listed in accordance with the <i>Environment Protection and Biodiversity Conservation Act 1999 (Cth)</i></li> </ul>
<b>Threatened Species</b>	The same meaning as in section 1.6 of the Biodiversity Conservation Act <i>Note: This definition may change from time to time with changes in Law, but on the Agreement Date a list of threatened species was available at <a href="https://www.legislation.nsw.gov.au/#/view/act/2016/63/sch1">https://www.legislation.nsw.gov.au/#/view/act/2016/63/sch1</a></i>
<b>Total Fund Deposit</b>	The meaning given to it in section 6.21(7) of the Biodiversity Conservation Act and for this Biodiversity Stewardship Site is the amount specified in Item K <i>Note: This definition may change from time to time with changes in Law, but on the Agreement Date this meant, for a site, an amount determined (subject to the regulations) by the Environment Agency Head as the present value of the total of all scheduled management payments in respect of the site (under the biodiversity stewardship agreement) during the life of the agreement. The present value is to be determined by applying the discount rate determined and published by the Environment Agency Head from time to time.</i>

Word/s	Meaning
<b>Waste</b>	The meaning given to it in the <i>Protection of the Environment Operations Act 1997 (NSW)</i>  <i>Note: This definition may change from time to time with changes in Law, but on the Agreement Date this meaning included:</i>  (a) any substance (whether solid, liquid or gaseous) that is discharged, emitted or deposited in the environment in such volume, constituency or manner as to cause an alteration in the environment, or  (b) any discarded, rejected, unwanted, surplus or abandoned substance, or  (c) any otherwise discarded, rejected, unwanted, surplus or abandoned substance intended for sale or for recycling, processing, recovery or purification by a separate operation from that which produced the substance, or  (d) any processed, recycled, re-used or recovered substance produced wholly or partly from waste that is applied to land, or used as fuel, but only in the circumstances prescribed by the regulations, or  (e) any substance prescribed by the regulations to be waste.  <i>A substance is not precluded from being waste merely because it is or may be processed, recycled, re-used or recovered.</i>