

Wildlife Refuge Agreement

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

Wildlife Refuge Agreement Number: [*]

Property Name: [*]

[Insert photograph or plan if desired by owner]

A. Execution

Executed as a deed

Executed by the Biodiversity Conservation Trust of New South Wales

Signed sealed and delivered for and on behalf of the Biodiversity Conservation Trust of New South Wales by its duly authorised delegate in the presence of the witness named below:

I certify that an authorised officer of the Biodiversity Conservation Trust of New South Wales who is personally known to me or as to whose identity I am otherwise satisfied signed this dealing in my presence.

.....
Signature of delegate of the Biodiversity Conservation Trust of
New South Wales

.....
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.*

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B. Parties

The parties to this agreement are:

- The person or entity named in Item B (**Owner**)
- The Biodiversity Conservation Trust of New South Wales established under the *Biodiversity Conservation Act 2016* (NSW) of 4 Parramatta Square, 12 Darcy Street, Parramatta, NSW (**NSW BCT**)

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

Note: The NSW BCT may delegate any of its functions (other than the power of delegation) to a member or committee of the Board of the NSW BCT, any employee of the NSW BCT, or any person, or a person of a class, prescribed by the regulations under the *Biodiversity Conservation Act 2016*.

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

C. Preamble

- A. The parties have agreed to enter this Wildlife Refuge Agreement under Part 5 Division 4 of the *Biodiversity Conservation Act 2016* in order to protect and/or enable the study of biodiversity on the refuge area described in Item G (**Refuge Area**).
- B. The Owner is the owner of the land described in Item D (**Land**), which includes the Refuge Area.
- C. In executing this agreement, the parties have agreed to the schedule of terms set out in Part E and the conditions set out in Part F of this agreement.
- D. This agreement describes the conservation values of the land, and identifies ways in which the biodiversity on the land can be preserved and conservation values improved. If registered on title prior to a change in ownership, the agreement continues to apply to the new owner. This agreement can be terminated at any time by the land owner or the NSW BCT.
- E. The NSW Biodiversity Conservation Trust acknowledges the Traditional Custodians throughout NSW and recognises their ongoing connection to land, waters, biodiversity, and culture. We pay our respects to their Elders past, present and emerging and commit to genuinely, collaboratively engage and partner with Aboriginal people in the delivery of our private land conservation programs.

D. Consents required under section 5.28 of the *Biodiversity Conservation Act 2016*

[*]

Entry into and registration of this Wildlife Refuge Agreement is consented to by:

[*]

Name, and date

[*]

Company

[*]

Witness if an individual

SAMPLE

E. Schedule of Terms

Item A Date of this Wildlife Refuge Agreement

Item B Details of Owner

Name of Owner at Agreement [*]
Date

Address for Service of Notices [*]
Email: [*]

Item C Details of Biodiversity Conservation Trust of New South Wales

Name The Biodiversity Conservation Trust of New South Wales (**NSW BCT**)

Address for Service of Notices Biodiversity Conservation Trust
Locked Bag 5022
Parramatta
New South Wales 2124
Email: info@bct.nsw.gov.au

Item D Details of Land

Legal description [*]

Known as [name and address of land]

Parish [*] County [*]

Local Land Services region (LLS region) [*] LGA [*]

Bioregion and subregion (IBRA v7) [*] Refuge Area Approximately [*] hectares

BCT Region [*]

Priority Investment Area [*]

Item E Aboriginal Cultural Values

Private land within NSW often contains various forms of significant sites and features within the landscape. Aboriginal Cultural Values are connected to Country, including waterways, mountains, wetlands, floodplains, hills, sandhills, rock outcrops and the biodiversity within these geological features. Many of these features are known to have cultural value and contain culturally significant sites. These elements of the landscape can be associated with Dreaming stories and cultural learning. Where this property contains some of these features, there is potential for culturally significant sites to be in the agreement area.

Traditional and contemporary Aboriginal Cultural Values often co-exist with natural assets. This means that conservation management may occur in areas with significant Aboriginal Cultural Values. Typically, protecting and enhancing biodiversity values will be beneficial to protecting and enhancing Aboriginal Cultural Values; and measures to protect and enhance Aboriginal Cultural Values will be beneficial to the biodiversity values of a site.

Item F Aboriginal objects and Aboriginal places known to be present on the Refuge Area

[*]

Note: The above is based on the Owner's knowledge, and a search that the NSW BCT has conducted of the Aboriginal Heritage Information Management System (**AHIMS**) to determine whether any Aboriginal objects or Aboriginal places are recorded in that system as existing in, on, under or in relation to the Refuge Area. The fact that AHIMS does not have any recordings in relation to the Refuge Area does not mean that Aboriginal objects or Aboriginal places do not exist in, on under or in relation to the Refuge Area (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 Refuge Area).

SAMPLE

Item G Details of Refuge Area

Refuge Area

Shown below

[Insert map showing land and Refuge Area]

SAMPLE

[insert additional map showing regional location and connectivity]

SAMPLE

Item H Landscape context

[*]

Item I Conservation Values

The information in the following table is based on information [identified during survey by # on # or identified via desktop]

Vegetation communities including threatened ecological communities
The Refuge Area contains the following vegetation communities: [*] The Refuge Area contains the following [Critically endangered ecological community/ies (CEEC), endangered ecological community/ies (EEC), vulnerable ecological community/ies (VEC)] listed under the <i>Biodiversity Conservation Act 2016</i> (NSW): [*] The Refuge Area contains the following [Critically endangered ecological community/ies (CEEC), endangered ecological community/ies (EEC), vulnerable ecological community/ies (VEC)] listed under the <i>Environmental Protection and Biodiversity Conservation Act 1999</i> (Cth): [*]
Threatened Species
The Refuge Area contains habitat for [Critically endangered species (CES), Critically endangered population (CEP), endangered species (ES), endangered population (EP), vulnerable species (VS), vulnerable population (VP)]. A list of species that are known to occur, or have been recorded within a 10km radius and which are likely to occur within the Refuge Area are listed below: [*] The Refuge Area contains [*]
New South Wales (Mitchell) Landscapes
The Refuge Area includes [*] ha of [*] [name of NSW (Mitchell) Landscape] that [had not been sampled within the protected area reserve system], or [landscapes not adequately reserved in the protected area reserve system].
Connectivity and resilience
The Refuge Area is located within key habitat and/or a wildlife corridor/ a climate change corridor/the Great Eastern Ranges corridor and provides part of a corridor between two very important habitats for endangered birds and other native animals. A map showing the Refuge Area's location within the wider landscape and its role in providing landscape connectivity is provided in Map [*] above
Complementary
Protection of the Refuge Area will complement [and build on the success/outcomes of other conservation programs such as: buffering National Park estate; Saving our Species; Environmental Trust grants; the NSW Koala Strategy, and Catchment Action]

Item J Refuge Area management

Objectives [*]

Management issues [*]

Recommended management activities

It is recommended that the Owner carry out the following management activities to assist in the conservation of biodiversity on the Refuge Area:

[*]

Note: the Owner is not required to undertake the above recommended management activities, they are set out as a recommendation only.

Recommended monitoring obligations

The Owner is requested to carry out the following monitoring activities, to assist in the study of the conservation of biodiversity on the Refuge Area, and more generally:

[*]

Note: the Owner is not required to undertake the above recommended monitoring activities, they are set out as a request only.

Maps

[*]

SAMPLE

F. Conditions

1. Commencement and term

The terms and conditions in this agreement commence on the date set out in Item A (**Agreement Date**) and continue until this agreement is terminated in accordance with clause 11 or the law and is binding on the Owner's successors in title once it is registered on the legal title to the Land.

2. Aboriginal Objects and Aboriginal Places

The Owner acknowledges that nothing in this agreement authorises any person to harm, damage or desecrate an Aboriginal object or Aboriginal place in, on, under or in relation to the Refuge Area, including those items described in Item F above.

3. Owner's obligations

- (a) The Owner agrees to permit access to the Land to employees of the NSW BCT and persons invited by them, on reasonable notice, for monitoring and research of biodiversity and conservation values and the effects of implementation of the recommended management activities on biodiversity and conservation values on the Refuge Area.
- (b) The Owner is requested to notify the NSW BCT in writing, as soon as practicable after the Owner becomes aware of any sudden or significant decline in biodiversity, or any threat to any biodiversity or conservation values on the Refuge Area.
- (c) The Owner must obtain all necessary licenses, consents, authorisations, permits or approvals in order to protect or study biodiversity or conservation values on the Refuge Area, including conducting the recommended management activities specified in Item J.

4. Change of Owner of Land

The Owner must notify the NSW BCT if the Owner sells all or part of the Land.

5. Owner's obligations where land used by third parties

If the Owner has any obligations under this agreement then those obligations continue when the Land is occupied or used by any third party at the invitation or with the authorisation of the Owner or an associate of the Owner.

6. NSW BCT's obligations

The NSW BCT will arrange for the provision of technical advice and any other assistance to the Owner in accordance with the Landholder Support Package offered by the NSW BCT from time to time.

7. Land ownership and status

The Owner confirms that, as at the Agreement Date:

- (a) the Owner is the owner of the Land (as that term is defined in the *Biodiversity Conservation Act 2016*) and there are no other owners 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 conservation values on the Refuge Area since the conservation values described in Item I were identified.

8. Owner to obtain all necessary consents

The Owner:

- (a) confirms that, as at the Agreement Date, the Owner has obtained the written consent of all persons whose consent is required to the entry and registration of this agreement; and
- (b) agrees that if any further consents are required after on or 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 agreement or any registration of such dealings, whether required by this agreement or by law.

9. Registration

- (a) The NSW BCT will pay any registration fees associated with the registration of this agreement on the legal title to the Land.
- (b) The Owner agrees to do all things reasonably required by the NSW BCT to facilitate registration on the legal title to the Land, including signing relevant dealing forms and any abstracts.

10. Electronic Execution

- (a) Each party consents to this document and any variations of this document being signed by electronic signature by the methods set out in this clause.
- (b) This clause applies regardless of the type of legal entity of the parties. If this document or any subsequent variations are signed on behalf of a legal entity, the persons signing warrant that they have the authority to sign.
- (c) For the purposes of this clause, the parties agree that the following methods validly identify the person signing and indicate that person's intention to sign this document and any variation of it:
 - (i) insertion of an image (including a scanned image) of the person's own unique signature on to the document;
 - (ii) insertion of the person's name on to the document; or
 - (iii) use of a stylus or touch finger on a touch screen to sign the document;provided that in each of the above cases, words to the effect of '*Electronic signature of me, [NAME], affixed by me on [DATE/TIME]*' are also included on the document;
- (iv) use of a reliable electronic signature and exchange platform (such as DocuSign or AdobeSign) to sign the document; or
- (v) as otherwise agreed in writing (including via email) between the parties.
- (d) The parties agree that the above methods are reliable as appropriate for the purpose of signing this document and that electronic signing of this document by or on behalf of a party indicates that party's intention to be bound.

11. Variation and termination

This agreement may only be varied or terminated in writing and in accordance with the *Biodiversity Conservation Act 2016* and its regulations.

12. Disclosure of agreement and information

The Owner consents to the information contained in this agreement (including a copy of the agreement), details of the location of the Land and objectives under this agreement (**Disclosure Information**) being made publicly available as part of the register of private land conservation agreements maintained by the Department of Planning and Environment and acknowledges that that Disclosure Information may be made available to the public on the government website maintained by the Department of Planning and Environment.

13. Notices

- (a) A notice under this agreement is only given if it is in writing and is delivered, posted or emailed (as appropriate) to the relevant address set out in Item B or Item C.
- (b) Either the Owner or the NSW BCT may change their address by giving the other party at least 5 business days written notice of the changed details.

