From: DOBBYN Andrea [Andrea.Dobbyn@des.qld.gov.au]
Sent: Thursday, 3 September 2015 3:47 PM
To: CAMBOURN Neil; CUBIS Mick; HOFFMAN Andrew
CC: Media DES
Subject: Neil, Mick, Andrew: 4BC – Cr Matthew Bourke, BCC, on wild deer around Brisbane being a danger to the environment and residents

Gents

See below. Note criticism of Qld Govt. We may get enquiries as a result.

Mick, do you have any current info to offer about deer control steps by QPWS on D'Aguilar SF and other QPWS lands in the area?

Regards
Andrea

Andrea Dobbyn
Senior Media Officer
Media Services| Corporate Communications
Department of National Parks, Sport and Racing
P 07 3199 7546 or ext 77546
GPO Box 2454, Brisbane QLD 4001
Group email media@npsr.qld.gov.au Website www.npsr.qld.gov.au

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From: Media Reporters [mailto:mediareporters@premiers.qld.gov.au]
Sent: Thursday, 3 September 2015 3:35 PM
To: NOYE Jack; HODDER Mark; Media; Adrian Taylor (Ministerial); Elliot Stein (Ministerial); Michelle Connolly; Katharine Wright; HANSON Anna; Media NPSR/EHP; LUTZ Megan
Cc: Media Reporters
Subject: 4BC – Cr Matthew Bourke, BCC, on wild deer around Brisbane being a danger to the environment and residents

4BC – Afternoons with Mark Braybrook: Cr Matthew Bourke, Chair of Brisbane City Council's Environment, Parks and Sustainability Committee on wild deer around Brisbane being a danger to the environment and residents. *Audio is available here*:
https://dpcqld.sharepoint.com/MediaReportingServices/_layouts/15/guestaccess.aspx?guestaccesstoken=XL%2bXqh0pRPl6jqD%2bghCS1LhVRV0NI%2bWuzR7otl61UA0%3d&docid=0d2ee7fe25ef84dacad088c2f1e91f69e

Cr Matthew Bourke:

- We estimate that there are around 400 deer around Brisbane, mainly in western suburbs like Brookfield, Pullenvale, Mount Ommaney and Jindalee.
- The deer can cause erosion in our waterways and damage to vegetation, and compete with native animals for food.
- The BCC spends over $1 million each year on trying to control the wild deer population.
- The challenge is we can only remove deer from Council land.
- It is important that people who see deer contact the BCC call centre so we can track the movements of the animals.
- The big thing is ensuring the State Government, who currently don't do any work in removing deer from the Brisbane area, step up to the plate with the major landholdings they have, such as the State Forest.
- We euthanise the animals once we catch them.

Gary Robertson
Media Reporting Officer, Communication Services

Strategic Engagement and Protocol
Department of the Premier and Cabinet

P 07 3003 9149 **M** sch4p4(6) Personal information
Executive Building, Level 2, 100 George Street, Brisbane QLD 4000
PO Box 15185, City East, QLD 4002

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From: KINGSTON Barbara [Barbara.Kingston@des.qld.gov.au]
Sent: Thursday, 3 September 2015 4:51 PM
To: CUBIS Mick
CC: HOFFMAN Andrew; SPINKS Troy; KINGSTON Andrew
Subject: RE: Neil, Mick, Andrew: 4BC – Cr Matthew Bourke, BCC, on wild deer around Brisbane being a danger to the environment and residents
Attachments: SER Deer 2015-16 SPMP.XLSX; DDG_approved_Access_to_State_Land_Deed_Template.doc; DDG_Approved_Land_Access_Deed_(to_Landholder_Property)_Template.docx

Hi all,

A few dot points, sch4p4(6) Personal information :

- We currently put in a lot of effort at the Gold Coast/Nerang in cooperation with GCCC.

- So far we have conducted an extensive monitoring program to locate deer mobs, running a number of pre-feeding stations and clover traps within an approved pest activity. Local staff have invested considerable effort in the improvement of traps, purchasing automatic feeders, constructing feed troughs to avoid uptake of pre-feed by macropods, using scent lures and a variety of triggers; different locations for the clover traps have been trialled and electronic "spot trackers" been installed. All trapping locations have been assessed by the Regional Firearms Coordinator for safety. We (the SER Pest Team and operational staff) are intensively liaising with a number of feral deer management bodies throughout QLD, DAFF / BQ, various local government (BCC, GCCC, Somerset RC, Logan CC, Sunshine Coast RC), internal QPWS staff (operational and technical) and SEQ Water regarding best practise, safety and humane trapping and disposal methods and gaining intelligence on animal behaviour.

- We have recently hosted a very popular and successful "Feral Deer Prototype Field Day" for members of the South East QLD Feral Deer Management Group at Nerang NP to demonstrate an innovative trial with state-of-the-art-trapping technology.

- SER have applied for funding for deer out of SPMP ("strategic pest management program"; refer to attached doc "SER DEER etc") for FY 15-16 which unfortunately was denied. We intend to put aside 5K out of Discretionary SPMP allocations to purchase trapping gear. PR J Carter has verbally committed to provision of labour (QPWS staff) for deer management in Nerang.

- We have repeatedly requested for a deed to be developed by Central Office to allow access to each other's tenures for feral animal management (for cooperative wild dog control at Hays Inlet as well as feral deer management at Nerang) as we have run into problems with legal issues, especially when it came to the use of firearms. This has now been accommodated (refer to 2 attachments).

- On deer meetings we have learned out that BCC have been the most successful agency for deer management, their success was mainly achieved by field (free) shooting which our policy does not allow for in per-urban areas; due to the obvious dangers to life and property considering multi-purpose use within our parks: walkers, mountain bikes, horses etc. Shooting in traps is OK as we can use lower calibre firearms, according to Humane Destruction guidelines. This means that the projectiles do not travel a long distance, reducing the risk.

- Deer in the Moggill area has not been targeted for at least the last 3 years; I am also not aware of any serious complaints having been raised about the issue.

- Deer management is very labour intensive (staff labour is also not funded by SPMP funds under the business rules and will

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need to be worn on the operating budget) and we will need serious commitment from management units to deploy staff for early morning and night trapping activities for weeks. Alternatively we could use contractors which would cost us heaps (again, because of this being labour intensive). Contractors may be funded under SPMP business rules but unfortunately we have not received any funding.

Hope this helps to at least get one's head around this for now.

Last but not least, deer taste good and I am happy to supply some recipes.

Regards, Barbara

From: CUBIS Mick
Sent: Thursday, 3 September 2015 4:19 PM
To: KINGSTON Barbara
Cc: HOFFMAN Andrew; SPINKS Troy
Subject: RE: Neil, Mick, Andrew: 4BC – Cr Matthew Bourke, BCC, on wild deer around Brisbane being a danger to the environment and residents

Thanks!

Mick Cubis
Regional Director
South East Region I Queensland Parks and Wildlife Service
Department of National Parks, Sport and Racing

P 07 35122320
M sch4p4(6) Personal information
60 Mt Nebo Rd., The Gap, Qld., 4061

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From: KINGSTON Barbara
Sent: Thursday, 3 September 2015 4:05 PM
To: CUBIS Mick
Cc: HOFFMAN Andrew; SPINKS Troy
Subject: RE: Neil, Mick, Andrew: 4BC – Cr Matthew Bourke, BCC, on wild deer around Brisbane being a danger to the environment and residents

Doing this right now

From: CUBIS Mick
Sent: Thursday, 3 September 2015 4:05 PM
To: KINGSTON Barbara
Cc: HOFFMAN Andrew; SPINKS Troy
Subject: FW: Neil, Mick, Andrew: 4BC – Cr Matthew Bourke, BCC, on wild deer around Brisbane being a danger to the environment and residents

Hi Barb

Can you help pull some info together re our Deer control works ?

thanks

Mick Cubis
Regional Director
South East Region I Queensland Parks and Wildlife Service
Department of National Parks, Sport and Racing

P 07 35122320
M sch4p4(6) Personal information
60 Mt Nebo Rd., The Gap, Qld., 4061

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Andrea Dobbyn
Senior Media Officer
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Gary Robertson
Media Reporting Officer, Communication Services
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Department of the Premier and Cabinet
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PO Box 15185, City East, QLD 4002

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Access to State Land Deed

made at **on the** **day of** **20**

Between **State of Queensland** acting through the **Department of National Parks, Sport and Racing ABN 11 322 391 452**

(**Department**)

Insert details of Client (full name) and include ABN/ACN where appropriate

(**Client**)

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Background

A. The Department is the registered owner of the Land.

B. The Department has agreed to grant the Client and its Representatives access to the Land for the Permitted Use, which is for the mutual benefit of the parties.

C. The parties wish to record the terms and conditions of their agreement in this deed, which consists of:

(a) this cover page and the signing page;

(b) Schedule 1 – Deed details;

(c) Schedule 2 – Terms and conditions; and

(d) Annexure A – Map of Land **(d), (e) and (f) are able to be deleted if not required – delete this note**

(e) Annexure B – Aerial Shooting Requirements

(f) Annexure C – QPWS Firearms Policy and Procedures Manual

D. Capitalised words and phrases have the meanings specified in clause 12 of Schedule 2.

Queensland Government

Land Access Deed

Schedule 1 – Deed details

Item 1 Party details

Department:

Party Name:	State of Queensland acting through the Department of National Parks, Sport and Racing
ABN:	11 322 391 452
Street Address:	Insert details
Contact Officer Name:	Insert details
Contact Officer Postal Address:	Insert details
Contact Officer Telephone:	(07) Insert details
Contact Officer Facsimile:	(07) Insert details
Contact Officer Email (notices cannot be given by email):	Insert details

Client:

Party Name:	Insert details
ABN/ACN:	Insert details
Street Address:	Insert details
Contact Officer Name:	Insert details
Contact Officer Postal Address:	Insert details
Contact Officer Telephone:	(07) Insert details
Contact Officer Facsimile:	(07) Insert details
Contact Officer Email (notices cannot be given by email):	Insert details

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Item 2 Term: (clauses 9.1 and 12.1)

Commencement Date:	Insert commencement date
Expiry Date:	Insert expiry date

Item 3 Permitted Use: (clause 3 and 12)

The Client may access the Land by air, foot or registered vehicle to Insert specific details.

Item 4 Insurance: (clause 6)

Public Liability:	$20,000,000.00	During the Term
Workers' Compensation:	As required by law	During the Term

Schedule 2 – Terms and conditions

1. Precedence

(a) Where any inconsistency exists between:

(i) this Schedule 2;

(ii) Schedule 1; or

(iii) any other schedules or annexures of this deed,

the provisions will take precedence in that order to the extent necessary to resolve the inconsistency.

2. Access and Obligations

2.1 Grant of Access

(a) The Department authorises and agrees to allow Client and its Representatives to enter and re-enter the Land, at any time during the Term, with or without plant, equipment and vehicles, (provided always that clause 2.3 is complied with) to carry on and carry out the Permitted Use in accordance with the terms and conditions of this deed.

(b) The Client must not make any structural or other alterations or additions to the Land without the prior written approval of the Department. Such approval is at the sole discretion of the Department and may be subject to conditions.

2.2 Animals

The Client is not entitled at any time to bring animals onto the Land for any purpose without the prior written consent of the Department, which will not be unreasonably withheld but may be subject to conditions.

2.3 General Obligations

(a) The Client must comply with:

(i) the terms and conditions of this deed;

(ii) applicable laws and regulations; and

(iii) the Department's reasonable requests, directions and requirements, to the Department's satisfaction.

2.4 Firearms, helicopters and pilots

(b) The client must ensure that the Client and its Representatives:

(i) have read, understand and comply with the Aerial Shooting Requirements attached to this deed as Annexure B; and

(ii) have read, and understand and comply with the QPWS Firearms Policy and Procedures Manual attached to this deed as Annexure C.

3. Permitted Use

Subject to the relevant terms and conditions of this deed, the Client and its Representatives will not use, permit or allow the Land to be used for any other purpose other than the Permitted Use.

4. No Estate or Interest

This deed does not create in or confer upon the Client any tenancy, estate, or interest whatsoever in, or over the Land.

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5. Property Damage

(a) The Client will ensure that it and its Representatives will take as much care as is practicable in carrying out the Permitted Use to minimise inconvenience to the Department.

(b) The Client will, at its own expense, immediately repair any damage or destruction caused to the Land or other property of the Department on the Land in excess of normal wear and tear caused by the Client in carrying out the Permitted Use.

(c) Where the Client causes any damage or destruction to the Land or other property of the Department on the Land, the Client will immediately notify the Department in writing.

6. Insurance

(a) The Client must effect and maintain insurance policies for the types, amounts and for the periods specified in Item 4 of Schedule 1 with an insurer and on terms approved by the Department (such approval not to be unreasonably withheld).

(b) Upon reasonable request, the Client must provide the Department with evidence in a form acceptable to the Department of the terms and currency of the insurance required under clause 6(a), including copies of insurance policies and any endorsements or amendment to such policies.

(c) The Client must ensure that, except as provided in clause 6(d), the insurance policies that it has effected to cover the insurable interests pursuant to this clause 6 cover all invitees, employees, contractors, agents, members or clients of the client and (where possible) note the State as an interested party.

(d) Despite clause (b), if the Client's insurance policies do not provide cover for contractors and invitees then the Client must ensure that its contractors and invitees have public liability insurance with a minimum cover of $20 million and, where appropriate, workers' compensation insurance equivalent to that under clause 6(a).

7. Warranty and Risk

The Client and its Representatives use the Land entirely at their own risk.

8. Liability and indemnity

8.1 Release

The Client releases to the full extent permitted by law, the Department and its Representatives from all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property, and whether special, direct, indirect or consequential, including consequential financial loss) arising from or in connection with this deed.

8.2 No liability for consequential or indirect loss

The Department and its Representatives will not in any circumstances (including for negligence) be liable for any loss of revenue, loss of profit, loss of anticipated savings or business, loss of opportunity (including opportunity to enter into or complete arrangements with third parties), loss of data or goodwill, loss of reputation or any indirect or consequential loss whether arising in contract, tort (including negligence) or otherwise, in connection with this deed.

8.3 Indemnity

(a) The Client is liable for and indemnifies the Department and its Representatives against all liability, loss, costs and expenses (including any actions, claims, proceedings or demand brought by any third party, and any legal fees, costs and disbursements on a solicitor and own client basis) arising from or incurred in connection with:

(i) the Client or its Representatives accessing the Land for the Permitted Use;

(ii) any default by the Client or the Client's Representatives under this deed;

(iii) any unlawful, wilful or negligent act or omission of the Client , the Client's Representatives or any person for whose conduct the Client is liable; or

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(iv) personal injury (including sickness and death) or property damage or loss in connection with the performance (or attempted or purported performance or non-performance) of this deed or a breach of this deed by the Client.

(b) The Client's liability to indemnify the Department under clause 8.3(a) will be reduced proportionally to the extent that any negligent act or omission or breach of this deed by the Department caused the loss or liability.

(c) The indemnity granted in clause 8.3(a) is in addition to and not exclusive of any other remedies the Department may have against the Client at law.

9. Term and termination

9.1 Term

This deed binds the parties from the Commencement Date and continues for the Term.

9.2 Termination for convenience

Either party may terminate this deed upon providing the other party with 5 days written notice.

9.3 Termination for breach

(a) The Department may terminate this deed by written notice with immediate effect if the Client :

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

(ii) breaches a term of this deed which is capable of being remedied and fails to remedy that breach within 30 days after receiving notice requiring it to do so; or

(iii) is insolvent;

For the avoidance of doubt, clause 8.2 applies to any termination of this deed under clause 9.3.

9.4 Pre-existing rights and survival

(a) Termination in accordance with this clause 9 is without prejudice to any rights of either party under this deed existing at the date of termination.

(b) Clauses 6, 7, 8, 9.4 and 11 survive expiration or termination of this deed for any reason.

10. Notices

Each communication (including each notice, consent, approval, request and demand) in connection with this deed to be given by either party to the other:

(a) must be in writing and signed by the party making it (or by a person duly authorised by that party);

(b) must be addressed in accordance with Item 1 of Schedule 1 or as otherwise notified from time to time;

(c) must be delivered to that address by hand, or posted by pre-paid post to the address, or sent by facsimile transmission to the number of the addressee, in accordance with clause 10(b);

(d) is taken to have been received by the addressee:

(i) where sent by pre-paid post – on the fifth day after the date of posting;

(ii) where sent by facsimile transmission – at the time in the place to which it is sent equivalent to the time recorded on the transmitting machine from which it was sent;

(iii) where hand delivered – on delivery,

but if the communication is taken to have been received on a day that is not a Business Day or later than 5.00 pm on a Business Day, the communication is taken to have been received at 9.00 am on the next Business Day.

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11. General

11.1 Entire agreement

To the extent permitted by law, in relation to its subject matter, this deed embodies the entire understanding of the parties and constitutes the entire terms agreed by the parties and supersedes any prior written or other agreement of the parties.

11.2 No relationship

Nothing contained in this deed will be taken as giving rise to any employment, agency, partnership or joint venture relationship between the parties.

11.3 No representation or reliance

(a) Each party acknowledges that no party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this deed except for representations or inducements expressly set out in this deed.

(b) Each party acknowledges and confirms that it does not enter into this deed in reliance on any representation or other inducement by or on behalf of any other party, except for representations or inducements expressly set out in this deed.

11.4 Assignment

The Client must not assign, novate or subcontract the whole or any part of this deed without the prior written consent of the Department.

11.5 Amendments

This deed may only be varied by a document signed by or on behalf of each party.

11.6 Governing law and Jurisdiction

(a) This deed is governed by and will be construed according to the law applying in Queensland and each party irrevocably:

(i) submits to the non-exclusive jurisdiction of the courts of Queensland, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this deed; and

(ii) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 11.6(i).

11.7 Waiver

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

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

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

11.8 Severance

(a) If at any time a provision of this deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

(i) the legality, validity or enforceability in that jurisdiction of any other provision of this deed; or

(ii) the legality, validity or enforceability under the law of any other jurisdiction of that or any provision of this deed.

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11.9 Expenses

Except as otherwise provided in this deed, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this deed.

11.10 Counterparts

This deed may be signed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

12. Definitions and interpretation

12.1 Definitions

In this deed:

Business Day means a day that is not a Saturday, Sunday or a public holiday in Brisbane.

Commencement Date means the commencement date specified in Item 2 of Schedule 1.

Expiry Date means the expiry date specified in Item 2 of Schedule 1.

Land means the land described as [insert fuul name of National Park or State Forest] and identified as the hatched area on the map contained in Annexure A.

Permitted Use means the use specified in Item 3 of Schedule 1.

Representative means an employee, agent, officer, director, contractor, subcontractor or other authorised representative of a party.

Target Species means any species listed in Item 3 of Schedule 1 which may or may not be a Declared Pest under the *Land Protection (Pest and Stock Route Management) Act 2002.*

Term means the period commencing on the Commencement Date and ending on the Expiry Date, unless terminated earlier in accordance with clause 9, or extended in accordance with the terms of this deed.

12.2 Interpretation

In this deed:

(a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

(a) if more than one person is identified as the Client , then that expression refers to them, and the obligations of the Client under this deed bind them, jointly and severally;

(b) person includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (where incorporated), a partnership and a trust;

(c) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;

(d) a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;

(e) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;

(f) a reference to a party, clause, schedule, attachment or annexure is a reference to a party, clause, schedule, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, attachments and annexures to it;

(g) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;

(h) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

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(i) includes in any form is not a word of limitation;

(j) a reference to $ or dollar is to Australian currency; and

(k) no rule of construction will apply to a provision of this deed to the disadvantage of a party merely because that party drafted the provision or would otherwise benefit from it.

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Queensland Government

Land Access Deed

Executed as a deed

Signed, sealed and delivered for and on behalf of the **State of Queensland** acting through the **Department of National Parks, Sport and Racing ABN 11 322 391 452** by

_____ a person duly authorised to act in that behalf in the presence of:

_____
Signature of Witness

_____
Name of Witness in full

_____
Signature

Date: _____

*Option 1: if the Client is an individual **Delete if inapplicable** OR*

Signed, sealed and delivered by **insert details of Client**

_____
Signature of Witness

_____
Name of Witness in full

_____
Signature

Date:_____

*Option 2: if the Client is a company **Delete if inapplicable** OR*

Executed by **insert details of Client ACN insert ACN number** in accordance with section 127 of the *Corporations Act 2001* (Cth)

_____
Signature of Director/sole Director

_____
Name of Director/sole Director in full

Date:_____

_____
Signature of Director/Secretary

_____
Name of Director/Secretary in full

Date:_____

*Option 3: if the Proprietor is another entity **Delete if inapplicable** OR*

Signed, sealed and delivered for and on behalf of **insert details of Client** by

_____

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Land Access Deed

_____ a person duly authorised to act in that behalf in the presence of:

_____
Signature of Witness

_____
Name of Witness in full

Signature

_____
Position

Date:_____

*Option 4: if the Client is a Local Government **Delete if inapplicable***

Signed, sealed and delivered for and on behalf of the Insert specific details
in accordance with section 262 of the Local Government Act 2009, by

_____
Full name of authorised person

Date: _____

In the presence of:

_____
Signature of Witness

_____
Name of Witness in full

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Annexure A – Map of Land

Insert map or if none insert Nil - delete this note

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Queensland Government

Land Access Deed

Annexure B – Aerial Shooting Requirements

AERIAL SHOOTING REQUIREMENTS

Helicopter company/s/Pilots must:

- be skilled and experienced in aerial shooting operations;
- have approval from the Civil Aviation Authority to undertake aerial shooting operations;
- be fully CASA licensed and a commercially operating company;
- be an organisation that is providing its own machines and pilots;
- submit copies of, or make available for examination, all relevant CASA certificates, licenses and permits, including but not limited to the following:
  - air operator's certificate - aerial work operations;
  - company operations manual;
  - CASA permit for the carriage and discharge of firearms; and
  - CASA permit for company low flying operations, and Chief Pilot's CASA approval;
- ensure all operations are conducted in accordance with CASA Acts, regulations, orders, instructions and NOTAMS;
- hold the appropriate licences and permits and be skilled and experienced in aerial shooting operations;
- comply with all relevant Federal and Queensland legislation, policy and guidelines in regard to aerial shooting; and
- carry Public Liability insurance to a value of at least $20 million per event.

Helicopters:

- must be matched to the task;
- should preferably have been used previously and in recent times by the staff involved or experienced colleagues and found to be adequate;
- must be fully airworthy and must be routinely maintained by qualified engineers to CASA and the manufacturer's standards;
- must have CASA approved VHF, UHF and preferably HF radio installations fitted;
- must have a CASA approved ELT fitted, and pilots must explain the operation of ELTs to passengers/shooters at commencement of any job;
- must have a first aid kit fitted and kept up to date; and
- must be provided with a 200lt drum pump that has a filter capable of separating water and other contaminants.

Aerial shooters must:

- be skilled and trained in "aerial marksmanship" by an "experience trainer" with recognised time & experience with this activity;
- be experienced in aerial shooting operations, with demonstrated aerial shooting activities referenced by peers or clients and it is preferable that they have conducted similar operations in remote or locations with variable terrain and land types;
- have a working knowledge of ammunition ballistics and performance, especially ammunition selected for use in aerial culling operations;
- hold the appropriate Queensland firearms licence and endorsements issued by the Queensland Police Service;
- have individual CASA accreditation to carry and discharge a firearm from a helicopter;
- have individual "Public Liability" Insurance and have name and the words "Professional Shooter" listed on the policy coverage; and
- store, use and transport firearms and ammunition in accordance with the *Weapons Act 1990, Weapon Categories Regulation 1997 and the Weapons Regulation 1996.*

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Land Access Deed

Annexure C – QPWS Firearms Policy and Procedures Manual

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Land Access Deed
(Landholder property)

made at **on the** **day of** **20__**

Between Insert name

(Landholder)

and

State of Queensland acting through the **Department of National Parks, Sport and Racing ABN 11 322 391 452**

(**Department**)

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Background

A. The Landholder is the [registered owner / registered lessee - choose one] of the Land.

B. The Landholder has agreed to grant the Department and its Representatives access to the Land for the Permitted Use, which is for the mutual benefit of the parties.

C. The parties wish to record the terms and conditions of their agreement in this deed, which consists of:

   (a) this cover page;

   (b) Schedule 1 – Deed details; and

   (c) Schedule 2 – Terms and conditions.

D. Capitalised words and phrases have the meanings specified in clause 10 of Schedule 2.

Queensland Government

Land Access Deed

Schedule 1 – Deed details

Item 1 Party details

Landholder:

Party Name:	insert details
ACN/ABN:	insert details
Street Address:	insert details
Land:	insert Lot on plan numbers that make up the land and include the County name for each
Contact Officer Name:	insert details
Contact Officer Postal Address:	insert details
Contact Officer Telephone:	(07) insert details
Contact Officer Facsimile:	(07) insert details
Contact Officer Email (notices cannot be given by email):	insert details

Department:

Party Name:	State of Queensland acting through the Department of National Parks, Sport and Racing
ABN:	11 322 391 452
Street Address:	insert details
Contact Officer Name:	insert details
Contact Officer Postal Address:	insert details
Contact Officer Telephone:	(07) insert details
Contact Officer Facsimile:	(07) insert details
Contact Officer Email (notices cannot be given by email):	insert details

Item 2 Term: (clauses 7.1 and 10.1)

Commencement Date:	[insert the start date]
Expiry Date:	[insert the expiry date]

Item 3 Permitted Use: (clauses 3 and 10)

The Department may use the Land to carry out activities to [insert details].

Item 4 Target Species: (clauses 3, 6.4 and 10.1)

[insert details]

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Item 5 Insurance: (clause 5)

Public Liability:	$20,000,000.00	During the Term

Executed as a deed

*Option 1: if the Landholder is an individual **Delete if inapplicable** OR*

Signed, sealed and delivered by **insert details of Landholder**

_____
Signature

Date:_____

_____
Signature of Witness

_____
Name of Witness in full

*Option 2: if the Landholder is a company **Delete if inapplicable** OR*

Executed by **insert details of Landholder ACN insert ACN number** in accordance with section 127 of the *Corporations Act 2001* (Cth)

_____
Signature of Director/sole Director

_____
Name of Director/sole Director in full

Date:_____

_____
Signature of Director/Secretary

_____
Name of Director/Secretary in full

Date:_____

*Option 3: if the Proprietor is another entity **Delete if inapplicable***

Signed, sealed and delivered for and on behalf of **insert details of Landholder** by

_____ a person duly authorised to act in that behalf in the presence of:

_____
Signature

_____
Position

Date:_____

_____
Signature of Witness

_____
Name of Witness in full

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Signed, sealed and delivered for and on behalf of the **State of Queensland** acting through the **Department of National Parks, Sport and Racing ABN 11 322 391 452** by

_____ a person duly authorised to act in that behalf in the presence of:

_____
Signature of Witness

_____
Name of Witness in full

_____
Signature

Date: _____

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Schedule 2 – Terms and conditions

1. Grant of Access

(a) The Landholder authorises and agrees to allow the Department and its Representatives to enter and re-enter the Land at any time during the Term, by air, foot or registered vehicle, with or without plant and equipment, to carry out the Permitted Use, subject to and in accordance with this deed.

(b) Subject to the relevant terms and conditions of this deed, the Department will not use, permit or allow the Land to be used for any purpose other than the Permitted Use.

2. Landholder's Obligations

The Landholder will:

(a) not interfere with, or obstruct the Department or its Representatives in the exercise of its rights under this deed; and

(b) where possible, assist the Department or its Representatives with any emergency situation.

3. Department's Obligations

(a) The Department and its Representatives may do anything reasonably necessary for the Permitted Use.

(b) In carrying out the Permitted use, the Department must:

(i) not make any structural or other alterations or additions to the land without the prior written approval of the Landholder;

(ii) comply with, and use its best endeavours to ensure its Representatives comply with, applicable laws in carrying out the Permitted Use;

(iii) comply with, and use its best endeavours to ensure its Representatives comply with any model code of conduct or standard operating procedure relevant to the Target Species;

(iv) hold, and use its best endeavours to ensure its Representatives hold relevant licences and accreditation to carry out the Permitted Use;

(v) not interfere with or obstruct grazing or management enterprise; and

(vi) ensure gates are left as encountered.

4. Property Damage

(a) The Department will carry out the Permitted Use so as to cause as little disturbance to the Landholder, and as little damage to the Land, as is reasonably practicable.

(b) The Department will, at its own expense, promptly repair any damage to the property of the Landholder, in excess of normal wear and tear, caused by the Department in carrying out the Permitted Use.

(c) Where the Department causes any damage to the Land or the property of the Landholder, the Department will promptly notify the Landholder in writing.

5. Insurance

5.1 Landholder's insurance

(a) The Landholder must effect and maintain insurance policies for the types, amounts and for the periods specified in Item 4 of Schedule 1 with an insurer and on terms approved by the Department (such approval not to be unreasonably withheld).

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(b) Upon reasonable request, the Landholder must provide the Department with evidence in a form acceptable to the Department of the terms and currency of the insurance required under clause 5.1(a), including copies of insurance policies and any endorsements or amendment to such policies.

5.2 Department's insurance

The Landholder acknowledges that the Department is satisfactorily self-insured through the Queensland Government Insurance Fund.

6. Liability and indemnity

6.1 Indemnity

(a) Each party (**Indemnifying Party**) indemnifies the other party and its Representatives (**Indemnified**) against all liability, loss, costs and expenses (including legal fees, costs and disbursements on a solicitor and own client basis) including for personal injury (including sickness and death) or property damage or loss arising from or incurred in connection with:

(i) the Indemnifying Party's performance (or attempted or purported performance or non-performance) of this deed, or a breach of this deed by the Indemnifying Party; or

(ii) any unlawful or negligent act by the Indemnifying Party.

(b) The Indemnifying Party's liability to indemnify the Indemnified under clause 6.1(a) will be reduced proportionally to the extent that any unlawful or negligent act or omission or breach of this deed by the Indemnified contributed to the loss or damage.

(c) The indemnity granted in clause 6.1(a) is in addition to and not exclusive of any other remedies that may be available at law.

6.2 No expense required

It is not necessary for a party to incur expense or to make a payment before enforcing a right of indemnity conferred by this deed.

6.3 No liability for consequential or indirect loss

Neither party will in any circumstances (including for negligence) be liable for any loss of revenue, loss of profit, loss of anticipated savings or business, loss of opportunity (including opportunity to enter into or complete arrangements with third parties), loss of data or goodwill, loss of reputation or any indirect or consequential loss whether arising in contract, tort (including negligence) or otherwise, in connection with this deed.

6.4 No warranty

Despite the Department using its best endeavours to carry out the Permitted Use, it does not give any warranty in relation to the control of Target Species on the Land.

7. Term, suspension and termination

7.1 Term

This deed binds the parties from the Commencement Date and continues for the Term.

7.2 Termination for convenience

Either party may terminate this deed for any reason, prior to the Commencement Date, by providing the other party with 5 Business Days written notice.

7.3 Perceived danger

(a) In the event of Perceived Danger, either party may immediately suspend, by verbal or written notice, the rights of the Department to carry out the Permitted Use, until such time as the danger is resolved or can be managed to the satisfaction of both parties.

(b) If either party provides verbal notice under clause 7.3(a), that party must, as soon as reasonably practicable after providing the verbal notice, also provide written notice of the suspension.

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(c) If the perceived danger can be resolved or managed to the satisfaction of both parties, the Term of this deed will be deemed to be extended by the time period of the suspension. The parties agree that clause 9.4 does not apply to a variation of this deed under this clause.

(d) If the perceived danger cannot be resolved or managed to the satisfaction of both parties within a reasonable time, either party may terminate this deed by providing the other party with 5 Business Days written notice,

7.4 Pre-existing rights and survival

(a) Termination in accordance with this clause 7 is without prejudice to any rights of either party under this deed existing at the date of termination.

(b) Clauses 6, 7.4 and 9 survive expiration or termination of this deed for any reason.

8. Notices

Notwithstanding clause 7.3(a), each communication (including each notice, consent, approval, request and demand) under or in connection with this deed to be given by either party to the other must be in writing and delivered by hand, posted by pre-paid post, or sent by facsimile transmission to the address or number specified in Item 1 of Schedule 1 (or any other address or number notified from time to time).

9. General

9.1 Entire agreement

To the extent permitted by law, in relation to its subject matter, this deed embodies the entire understanding of the parties and constitutes the entire terms agreed by the parties and supersedes any prior written or other agreement of the parties.

9.2 No relationship

Nothing contained in this deed will be taken as giving rise to any employment, agency, partnership or joint venture relationship between the parties.

9.3 No representation or reliance

(a) Each party acknowledges that no party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this deed except for representations or inducements expressly set out in this deed.

(b) Each party acknowledges and confirms that it does not enter into this deed in reliance on any representation or other inducement by or on behalf of any other party, except for representations or inducements expressly set out in this deed.

9.4 Extension

Notwithstanding clause 9.5, the Term of this deed may be extended by agreement of both parties, provided in writing.

9.5 Amendments

Subject to clause 7.3(c) and clause 9.4, this deed may only be varied by a document signed by or on behalf of each party.

9.6 Governing law and Jurisdiction

This deed is governed by and will be construed according to the law applying in Queensland.

9.7 Waiver

Notwithstanding clause 7.3(a), no rights under this deed will be waived except by notice in writing signed by each party.

9.8 Severance

If at any time a provision of this deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this deed; or

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(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any provision of this deed.

9.9 Expenses

Except as otherwise provided in this deed, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this deed.

9.10 Counterparts

This deed may be signed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

10. Definitions and interpretation

10.1 Definitions

In this deed:

Business Day means a day that is not a Saturday, Sunday or a public holiday in Brisbane.

Commencement Date means the commencement date specified in Item 2 of Schedule 1.

Expiry Date means the expiry date specified in Item 2 of Schedule 1.

Land means as described in Item 1 of Schedule 1 under Landholder.

Perceived Danger means a risk of harm or damage to people, property, animals or wildlife (excluding Target Species), as perceived by either party to this deed, acting reasonably.

Permitted Use means the use specified in Item 3 of Schedule 1.

Representative means an employee, agent, officer, director, contractor, subcontractor or other authorised representative of a party.

Target Species means the species listed in Item 4 of Schedule 1 which may or may not be a Declared Pest under the *Land Protection (Pest and Stock Route Management) Act 2002*.

Term means the period commencing on the Commencement Date and ending on the Expiry Date, unless terminated earlier, or extended in accordance with the terms of this deed.

10.2 Interpretation

In this deed:

(a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

(b) if more than one person is identified as the Landholder, then that expression refers to them, and the obligations of the Landholder under this deed bind them, jointly and severally;

(c) **person** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (where incorporated), a partnership and a trust;

(d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;

(e) a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;

(f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;

(g) a reference to a party, clause, schedule, attachment or annexure is a reference to a party, clause, schedule, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, attachments and annexures to it;

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(h) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;

(i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(j) **includes** in any form is not a word of limitation;

(k) a reference to **$** or **dollar** is to Australian currency; and

(l) no rule of construction will apply to a provision of this deed to the disadvantage of a party merely because that party drafted the provision or would otherwise benefit from it.

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Strategic Pest Management Program 2014 -15
Strategic Project Nomination

Do not alter the format of this spreadsheet by moving or removing cells, rows or columns

Central Office Use only	
Funding sought 14-15	
Funding approved	
Regional Use only	
Regional priority	Extremely High

Project details

Project Title	South East Regional Deer Management Project	
Region	South East	
Local Government Authority	Gold Coast Council Area	Link: http://www.dsdip.qld.gov.au/local-government-directory.html
State Electorate	Mudgeeraba	Link: http://www.parliament.qld.gov.au/members/current/mailing-lists
List all QPWS estate where operations will be conducted under this proposal	Springbrook NP (Numinbah) and Gold Coast NP (Nerang, Clagiraba). Note: QPWS SER endeavours to expand the current feral deer management (Gold Coast) program into the D'Aguilar, Lockyer Valley and Deongwar NP's within the next year (15/16), with monitoring and data collection planned for FY 15/16 within these areas also.	
What type of value/s are threatened? ***Delete those which don't apply***	Ecological, social (traffic hazards)	
Provide a brief description of the key park values under threat	Deer abundance is increasing in South East Queensland peri urban interface and within SER National Parks. With population growth in Nerang, Calgriaba and Numinbah, the total impact of feral deer is increasing accordingly. There is growing concern over the environmental impact and impact on public safety (traffic incidents) by local and state governing bodies. Feral deer are declared as class 2 or 3 pests, and deer not yet in the wild in Queensland were declared as class 1 pests under the Land Protection (Pest and Stock Route Management) Act 2002, in May 2009. Deer have damaged native vegetation through trampling, feeding and rutting (in breeding season) and are competing with native animals for food and habitat. Specifically, deer are damaging local flora such as Allocasuarina spp. and Eucalyptus spp. which are important in the conservation of the vulnerable Glossy Black Cockatoo (Calyptorhynchus lathami) and the regionally vulnerable Koala (Phascolarctos cinereus). Degradation to the native Fabaceae spp. and native Poaceae spp. by the deer also affects the native bees and macropods and the apiarists that utilise Nerang National Park. RE 12.11.5 open eucalypt forest.	
What is the main pest species involved?	Javan rusa (*Rusa timorensis*) (Nerang) and Fallow deer (*Dama dama*) (Springbrook)	
What is the status of this pest?	Class 2	
Briefly describe the scale of the infestation on the areas listed above	Springbrook NP - 60 - 80 head, Gold Coast NP 70-100 head. The populations arose from several (now defunct) private deer farming ventures within the Gold Coast Area. The populations and their distribution have increased over the last 15 years and with five years of substantial rainfall the populations has increased dramatically.	
What other pest species will be managed under this proposal?	nil	
What is the name of the relevant Level 2 Pest Management Strategy? *** An electronic copy of the Level 2 Pest Management Strategy must be provided with this proposal**	Primary Areas for this proposal - Springbrook and Gold Coast Level 2 Pest Management Strategies. Secondary Areas for this proposal - D'Aguilar, Lockyer Valley and Deongwar NP's Level 2 Pest Management Strategies.	
What is the management priority for this pest in the relevant Level 2 Pest Management Strategy?	Very High	
How does this project relate to local, regional, state or national priorities?	Declared Pests under the Pest and Stock Route Management Act 2002, The Qld Feral Deer Management Strategy 2013-2018	
What is the broad objective of this project? ***Delete those which don't apply***	Gold Coast and Springbrook Areas - reduce deer populations. D'Aguilar, Lockyer Valley and Deongwar - establish data through monitoring as basis for control measures. To initiate a nil tenure cross agency deer management program.	
What is the particular objective/s for this project?	1. Reduction of the current populations by 25-30% per year over a 3 year period through a multi tenure/ multi agency integrated pest management program. Further ascertain weak points within linking tenures and build upon already developed multi agency and multi tenure deer pest management programs. 2. The Nerang Feral Deer Management Trial being conducted in April 2015 in conjunction with Yarramine Environmental will assess the feasibility of new remote trapping technology. 3. QPWS is initiating and has had discussions with GCCC, BCC, SEQW and BQ to establish a nil tenure cross agency deer management program. Through SEQ Deer Mgt Group, DAFF has agreed to facilitate broader landscape wide management of deer in SEQ while utilising the QPWS Technology Trial as contemporary best practice. QPWS - SER aims to integrate the deer management program with that of GCCC, BCC, SEQW and BQ.	
To what parts of the infestation does this objective apply? ***Please indicate on attached map***	Control applies to Nerang and Springbrook NP's.	Map
Briefly detail proposed control methods. ***Delete those which don't apply***	Trapping (Gold Coast and Springbrook - Clover and Corral Trapping - Darting and humane destruction) and only shooting trapped deer from a hide with .22. Data for Deongwar, Lockyer Valley and D'Aguilar is currently being recorded and collated, ongoing for FY 15/16. Current monitoring data for the Gold Coast and Springbrook areas identifies deer frequenting the prefeeding sites e.g. proposed corral traps and established clover traps sites. QPWS will continue to utilise the four clover traps that we currently have but this trapping method is costly and inefficient. Clover traps target a single animal and require staff to regularly prefeed and check the trap. Clover traps are also likely to trap animals 'off target'. For this reason QPWS has engaged Yaramine Environmental to assist in QPWS in developing a remotely triggered "corral" trapping system for Feral Deer and to run a trail of this new technology in Nerang National Park commencing on April 20, 2015. This new system of trapping has been modified from the successful "Yarramine Pig Trap" that has been utilised by QPWS on the Sunshine/Fraser Coast. Because this trial has generated significant interest from other government land managers the trial will also incorporate a "Field Day" for the SEQ Feral Deer Management Group. This group comprises Gold Coast City Council, Brisbane City Council, SEQWater, Toowoomba Regional Council, Sunshine Coast Regional Council, Summerset Regional Council, Scenic Rim Regional Council as well as other stake holders. DAFF have agreed to facilitate our initiative and will champion QPWS's desire to incorporate and utilise contemporary technology and trapping methods in a multi tenure, multi agency integrated feral deer management strategy for SEQ.	
Provide a brief outline of the expected timing and frequency of control effort/s over the 2014-15 financial year	Clover trapping in Nerang has commenced and will continue throughout the whole year. A static trapping (corral) trial within the Nerang NP will commence in April with assistance from Yarramine Environmental Consultants.	
Expected length of time to deliver the project objective outlined above	Reduction of population (25-30%) - 3 years. Reduction by 75% - 5 to 7 years.(Nerang & Springbrook)	
Is this proposal being submitted for 'in-principle' 2 or 3 year funding?	No - Ongoing project costs should be able to be met by the Region or through discretionary funds.	

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If funding is sought over more than 1 year detail what annual milestones will be achieved.	Funding is not sought for more than one year but milestones will record the reduction in deer populations with the given NP's through a reduction in damage to visual amenity, a reduction in environmental impact, a reduction in vehicle strikes and negative interactions with humans. Milestones: Nerang/Clagriaba population - removal of 25 - 30% of the population within the first year (30 animals) through the use of clover and corral traps. Springbrook/Numinbah - a reduction of 25% within the population (10-15 animals) through the use of clover and corral trapping. Program also aims for an expansion in a South East Regional (D'Aguilar and Deongwar) to commence in 2015-17.
How will the success of this projects objective outcomes be evaluated? Briefly describe the timing and frequency of the monitoring to be undertaken. ***Delete those which don't apply***	Photo monitoring / Visual inspection / Activity index through remote cameras in between control sessions. Monitoring has been conducted within the Gold Coast and Springbrook areas for the last 14 months and will be ongoing. Current data has determined the population size, primary entry/exit points and most frequented routes of the animals. Through continual monitoring the project outcomes will be evaluated by a recordable reduction in the population, a reduction in environmental damage and a decrease in populations movement and range.
List any external organisations collaborating or contributing to the project	Collaborative assessment, planning and coordination between QPWS, Gold Coast City Council, SEQW and Biosecurity Qld has been undertaken for this project with the aim of developing a coordinated approach. Over the last year considerable consultation both internally and externally has been conducted with greater collaboration and program scheduling being adopted and committed to for the next financial year. QPWS SER has been instrumental in sharing intelligence with key stake holders with an aim to develop best practise, program efficiency and humane control methods with a particular focus on Feral Deer Management within the peri-urbane interface.

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For projects funded in previous year(s)	
How long has the project been running?	10 years (sporadic funding, changing management intent/focus and competing pest priorities has impacted this project)
Briefly provide what overall milestones and objectives have been achieved so far over the entire life of the project	Although previous QPWS investment in this project has not delivered significant outcomes in regard to reduction of feral deer within the Gold Coast areas, SER's effort over the last 14 months has provided some significant understandings including comprehensive data collected on population size, movements, primary locations of activity/management (prefeeding areas and shoot/hide sites), multi agency over multi tenure coordination agreements and internal commitment and capacitation (staff training and regional resourcing).
How much funding has been allocated to the project in previous year(s)?	(2006-2011) - 40k approx. of which 30k returned due to management constraints. (2013-14) - 3k, (2014-15) 10k
What was the total SAP expenditure in 2013/14 financial year?	10k discretionary allocated - $1500 (Clover trap repairs), $2000 (monitoring equipment), $6500 (New Technology Trial in Nerang NP)
Project budget and justification	
If contractors are going to be used provide an estimate of time & hourly/daily rate	NA
Total cost of contractors	NA
If aircraft are going to be used provide an estimate of hours and hourly rate	N/A
Cost of aircraft hire	N/A
Cost of Avgas required	N/A
Will non-QFleet vehicles be required? If so provide details & justification	N/A
Non-QFleet vehicle hire costs	N/A
Vehicle fuel costs	N/A
Will staff travel allowance be required? If so provide an estimate of the number of staff and nights and provide a justification	No
Total TA costs	N/A
Are any equipment purchases proposed to complete the project? If so provide details & justification	SER is leasing one trap for Nerang Feral Deer Remote Trapping Technology Trial (to be conducted in April 2015). SER envisage purchasing 3 x Feral Deer/Pig Trap Packages from Yarramine Environmental at an approximate cost $20,000.00 following this trial. (SPMP 2015 - 2016 funded) The trapping technology will also be modified and utilised for feral pig management programs within the South East Region when not in use for Feral Deer management.
Total equipment costs	
Detail any costs to undertake project monitoring with a justification	The primary cost in monitoring is labour (to be provided by SER), as cameras have already been purchased for Clover Traps monitoring. $450 for the Satellite Monitoring/tracking for the Spot Alarm Trap Alert Systems for the Clover Traps which supports animal welfare by providing for a timely response from the point in which an animal is trapped.
	$450
Briefly detail any materials required to complete the project	3 x Corral Traps + 3 x shooter hides to keep deer calm (traps and hides include: specific manufactured remote triggered drop door, netting and mesh rolls, wire, star pickets, hessian, "mine" alarm trap alert and camera system) This method is also recognised as the most cost effective method for trapping pigs. Each trap is approximately $6,500 in cost. Ammunition costs: $200, Dart gun chemicals $1500, Waste management (animal disposal): $1,000, Stock feed: $1,000
Total material costs	$23,650
Total funds sought to conduct the project	**$24,100**
What, if any, other QPWS contributions will be made to the project?	Labour (trap construction included), Vehicle/fuel costs. Note: Due to recent staff transfers the Gold Coast Management Unit now has two qualified staff with firearms licences. The region has also recently supported Remote Injection training (Dart gun licencing) for one staff in preparation for deer management.
Total internal QPWS contributions in $	12,000
What, if any, external contributions will be made to the project?	GCCC have recently appointed 2 deer control officers who will support the proposed program at it is envisaged that GCCC will waiver animal disposal fees.
Total external contributions in $	
Total investment	**$36,100**
Notes/Comments	Deer control will be conducted in consultation with Gold Coast City Council, Brisbane City Council, Biosecurity Queensland, South East Queensland Water through complementing pest management activity plans. As there is significant interest in deer control in the within the South Coast Area due to regular vehicle strikes on adjoining roads and public safety aspects of deer traversing the landscape, SER has actively engaged neighbouring land managers to formulate a coordinated approach to long term deer management practices. This aspiration is articulated in the Qld Feral Deer Management Strategy 2013 - 2018 (DAFF) and the proposed QPWS Feral Deer Management field day - 28th May 2015.

Discretionary projects provide details HERE:

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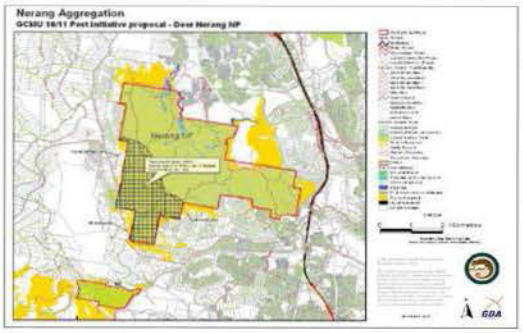

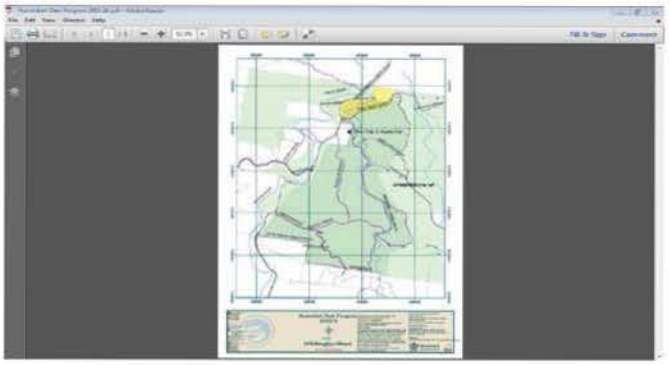

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Regional Discretionary Funded Projects 2014 -15

	Region	Project Name	Estate	Main Pest Species	Comments / other pest species	CO use only $ allocated
1						
2						
3						
4						
5						
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From: CUBIS Mick [Mick.Cubis@des.qld.gov.au]
Sent: Thursday, 3 September 2015 5:09 PM
To: DOBBYN Andrea
CC: HOFFMAN Andrew; KINGSTON Barbara; KINGSTON Andrew; SPINKS Troy; CAMBOURN Neil
Subject: FW: Neil, Mick, Andrew: 4BC – Cr Matthew Bourke, BCC, on wild deer around Brisbane being a danger to the environment and residents
Attachments: SER Deer 2015-16 SPMP.XLSX; DDG_approved_Access_to_State_Land_Deed_Template.doc; DDG_Approved_Land_Access_Deed_(to_Landholder_Property)_Template.docx

Hi Andrea

Please see advice from Barbara below. Reality is we concentrate our limited resources on Deer trapping in the Gold Coast (Nerang NP) at present. Field shooting techniques used by BCC to some effect are not an option for us in Peri urban parks, with good reason, and applications for deer control through SPMP funds have not been successful for SE. We continue to work with regional Councils and BCC, as well as DAFF and BQ, regarding the broader spectrum of pest management.

Regards

Mick

Mick Cubis
Regional Director
South East Region I Queensland Parks and Wildlife Service
Department of National Parks, Sport and Racing

P 07 35122320
M sch4p4(6) Personal information
60 Mt Nebo Rd., The Gap, Qld., 4061

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From: KINGSTON Barbara
Sent: Thursday, 3 September 2015 4:51 PM
To: CUBIS Mick
Cc: HOFFMAN Andrew; SPINKS Troy; KINGSTON Andrew
Subject: RE: Neil, Mick, Andrew: 4BC – Cr Matthew Bourke, BCC, on wild deer around Brisbane being a danger to the environment and residents

Hi all,

A few dot points

- We currently put in a lot of effort at the Gold Coast/Nerang in cooperation with GCCC.
- So far we have conducted an extensive monitoring program to locate deer mobs, running a number of pre-feeding stations and clover traps within an approved pest activity. Local staff have invested considerable effort in the improvement of traps, purchasing automatic feeders, constructing feed troughs to avoid uptake of pre-feed by macropods, using scent lures and a variety of triggers; different locations for the clover traps have been trialled and electronic "spot trackers" been installed. All trapping locations have been assessed by the Regional Firearms Coordinator for safety. We (the SER Pest Team and operational staff) are intensively liaising with a number of feral deer management bodies throughout QLD, DAFF

/ BQ, various local government (BCC, GCCC, Somerset RC, Logan CC, Sunshine Coast RC), internal QPWS staff (operational and technical) and SEQ Water regarding best practise, safety and humane trapping and disposal methods and gaining intelligence on animal behaviour.

- We have recently hosted a very popular and successful "Feral Deer Prototype Field Day" for members of the South East QLD Feral Deer Management Group at Nerang NP to demonstrate an innovative trial with state-of-the-art-trapping technology.

- SER have applied for funding for deer out of SPMP ("strategic pest management program"; refer to attached doc "SER DEER etc") for FY 15-16 which unfortunately was denied. We intend to put aside 5K out of Discretionary SPMP allocations to purchase trapping gear. PR J Carter has verbally committed to provision of labour (QPWS staff) for deer management in Nerang.

- We have repeatedly requested for a deed to be developed by Central Office to allow access to each other's tenures for feral animal management (for cooperative wild dog control at Hays Inlet as well as feral deer management at Nerang) as we have run into problems with legal issues, especially when it came to the use of firearms. This has now been accommodated (refer to 2 attachments).

- On deer meetings we have learned out that BCC have been the most successful agency for deer management, their success was mainly achieved by field (free) shooting which our policy does not allow for in per-urban areas; due to the obvious dangers to life and property considering multi-purpose use within our parks: walkers, mountain bikes, horses etc. Shooting in traps is OK as we can use lower calibre firearms, according to Humane Destruction guidelines. This means that the projectiles do not travel a long distance, reducing the risk.

- Deer in the Moggill area has not been targeted for at least the last 3 years; I am also not aware of any serious complaints having been raised about the issue.

- Deer management is very labour intensive (staff labour is also not funded by SPMP funds under the business rules and will need to be worn on the operating budget) and we will need serious commitment from management units to deploy staff for early morning and night trapping activities for weeks. Alternatively we could use contractors which would cost us heaps (again, because of this being labour intensive). Contractors may be funded under SPMP business rules but unfortunately we have not received any funding.

Hope this helps to at least get one's head around this for now.

Last but not least, deer taste good and I am happy to supply some recipes.

Regards, Barbara

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From: CUBIS Mick
Sent: Thursday, 3 September 2015 4:19 PM
To: KINGSTON Barbara
Cc: HOFFMAN Andrew; SPINKS Troy
Subject: RE: Neil, Mick, Andrew: 4BC – Cr Matthew Bourke, BCC, on wild deer around Brisbane being a danger to the environment and residents

Thanks!

Mick Cubis
Regional Director
South East Region I Queensland Parks and Wildlife Service
Department of National Parks, Sport and Racing

P 07 35122320
M sch4p4(6) Personal information
60 Mt Nebo Rd., The Gap, Qld., 4061

From: KINGSTON Barbara
Sent: Thursday, 3 September 2015 4:05 PM
To: CUBIS Mick
Cc: HOFFMAN Andrew; SPINKS Troy
Subject: RE: Neil, Mick, Andrew: 4BC – Cr Matthew Bourke, BCC, on wild deer around Brisbane being a danger to the environment and residents

Doing this right now

From: CUBIS Mick
Sent: Thursday, 3 September 2015 4:05 PM
To: KINGSTON Barbara
Cc: HOFFMAN Andrew; SPINKS Troy
Subject: FW: Neil, Mick, Andrew: 4BC – Cr Matthew Bourke, BCC, on wild deer around Brisbane being a danger to the environment and residents

Hi Barb

Can you help pull some info together re our Deer control works ?

thanks

Mick Cubis
Regional Director
South East Region I Queensland Parks and Wildlife Service
Department of National Parks, Sport and Racing

P 07 35122320
M sch4p4(6) Personal information
60 Mt Nebo Rd., The Gap, Qld., 4061

From: DOBBYN Andrea
Sent: Thursday, 3 September 2015 3:47 PM
To: CAMBOURN Neil; CUBIS Mick; HOFFMAN Andrew
Cc: Media NPSR/EHP
Subject: Neil, Mick, Andrew: 4BC – Cr Matthew Bourke, BCC, on wild deer around Brisbane being a danger to the environment and residents

Gents

See below. Note criticism of Qld Govt. We may get enquiries as a result.

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Mick, do you have any current info to offer about deer control steps by QPWS on D'Aguilar SF and other QPWS lands in the area?

Regards
Andrea

Andrea Dobbyn
Senior Media Officer
Media Services| Corporate Communications
Department of National Parks, Sport and Racing

P 07 3199 7546 or ext 77546
GPO Box 2454, Brisbane QLD 4001
Group email media@npsr.qld.gov.au Website www.npsr.qld.gov.au

---

From: Media Reporters [mailto:mediareporters@premiers.qld.gov.au]
Sent: Thursday, 3 September 2015 3:35 PM
To: NOYE Jack; HODDER Mark; Media; Adrian Taylor (Ministerial); Elliot Stein (Ministerial); Michelle Connolly; Katharine Wright; HANSON Anna; Media NPSR/EHP; LUTZ Megan
Cc: Media Reporters
Subject: 4BC – Cr Matthew Bourke, BCC, on wild deer around Brisbane being a danger to the environment and residents

4BC – Afternoons with Mark Braybrook: Cr Matthew Bourke, Chair of Brisbane City Council's Environment, Parks and Sustainability Committee on wild deer around Brisbane being a danger to the environment and residents. *Audio is available here*:
https://dpcqld.sharepoint.com/MediaReportingServices/_layouts/15/guestaccess.aspx?guestaccesstoken=XL%2bXqh0pRPl6jqD%2bghCS1LhVRV0NI%2bWuzR7otl61UA0%3d&docid=0d2ee7fe25ef84dacad088c2f1e91f69e

Cr Matthew Bourke:

- We estimate that there are around 400 deer around Brisbane, mainly in western suburbs like Brookfield, Pullenvale, Mount Ommaney and Jindalee.
- The deer can cause erosion in our waterways and damage to vegetation, and compete with native animals for food.
- The BCC spends over $1 million each year on trying to control the wild deer population.
- The challenge is we can only remove deer from Council land.
- It is important that people who see deer contact the BCC call centre so we can track the movements of the animals.
- The big thing is ensuring the State Government, who currently don't do any work in removing deer from the Brisbane area, step up to the plate with the major landholdings they have, such as the State Forest.
- We euthanise the animals once we catch them.

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Gary Robertson
Media Reporting Officer, Communication Services
Strategic Engagement and Protocol
Department of the Premier and Cabinet

P 07 3003 9149 **M** sch4p4(6) Personal information
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PO Box 15185, City East, QLD 4002

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Access to State Land Deed

made at **on the** **day of** **20**

Between **State of Queensland** acting through the **Department of National Parks, Sport and Racing ABN 11 322 391 452**

(**Department**)

Insert details of Client (full name) and include ABN/ACN where appropriate

(**Client**)

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Background

A. The Department is the registered owner of the Land.

B. The Department has agreed to grant the Client and its Representatives access to the Land for the Permitted Use, which is for the mutual benefit of the parties.

C. The parties wish to record the terms and conditions of their agreement in this deed, which consists of:

(a) this cover page and the signing page;

(b) Schedule 1 – Deed details;

(c) Schedule 2 – Terms and conditions; and

(d) Annexure A – Map of Land **(d), (e) and (f) are able to be deleted if not required – delete this note**

(e) Annexure B – Aerial Shooting Requirements

(f) Annexure C – QPWS Firearms Policy and Procedures Manual

D. Capitalised words and phrases have the meanings specified in clause 12 of Schedule 2.

Queensland Government

Land Access Deed

Schedule 1 – Deed details

Item 1 Party details

Department:

Party Name:	State of Queensland acting through the Department of National Parks, Sport and Racing
ABN:	11 322 391 452
Street Address:	Insert details
Contact Officer Name:	Insert details
Contact Officer Postal Address:	Insert details
Contact Officer Telephone:	(07) Insert details
Contact Officer Facsimile:	(07) Insert details
Contact Officer Email (notices cannot be given by email):	Insert details

Client:

Party Name:	Insert details
ABN/ACN:	Insert details
Street Address:	Insert details
Contact Officer Name:	Insert details
Contact Officer Postal Address:	Insert details
Contact Officer Telephone:	(07) Insert details
Contact Officer Facsimile:	(07) Insert details
Contact Officer Email (notices cannot be given by email):	Insert details

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Item 2 Term: (clauses 9.1 and 12.1)

Commencement Date:	Insert commencement date
Expiry Date:	Insert expiry date

Item 3 Permitted Use: (clause 3 and 12)

The Client may access the Land by air, foot or registered vehicle to Insert specific details.

Item 4 Insurance: (clause 6)

Public Liability:	$20,000,000.00	During the Term
Workers' Compensation:	As required by law	During the Term

Schedule 2 – Terms and conditions

1. Precedence

(a) Where any inconsistency exists between:

(i) this Schedule 2;

(ii) Schedule 1; or

(iii) any other schedules or annexures of this deed,

the provisions will take precedence in that order to the extent necessary to resolve the inconsistency.

2. Access and Obligations

2.1 Grant of Access

(a) The Department authorises and agrees to allow Client and its Representatives to enter and re-enter the Land, at any time during the Term, with or without plant, equipment and vehicles, (provided always that clause 2.3 is complied with) to carry on and carry out the Permitted Use in accordance with the terms and conditions of this deed.

(b) The Client must not make any structural or other alterations or additions to the Land without the prior written approval of the Department. Such approval is at the sole discretion of the Department and may be subject to conditions.

2.2 Animals

The Client is not entitled at any time to bring animals onto the Land for any purpose without the prior written consent of the Department, which will not be unreasonably withheld but may be subject to conditions.

2.3 General Obligations

(a) The Client must comply with:

(i) the terms and conditions of this deed;

(ii) applicable laws and regulations; and

(iii) the Department's reasonable requests, directions and requirements, to the Department's satisfaction.

2.4 Firearms, helicopters and pilots

(b) The client must ensure that the Client and its Representatives:

(i) have read, understand and comply with the Aerial Shooting Requirements attached to this deed as Annexure B; and

(ii) have read, and understand and comply with the QPWS Firearms Policy and Procedures Manual attached to this deed as Annexure C.

3. Permitted Use

Subject to the relevant terms and conditions of this deed, the Client and its Representatives will not use, permit or allow the Land to be used for any other purpose other than the Permitted Use.

4. No Estate or Interest

This deed does not create in or confer upon the Client any tenancy, estate, or interest whatsoever in, or over the Land.

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5. Property Damage

(a) The Client will ensure that it and its Representatives will take as much care as is practicable in carrying out the Permitted Use to minimise inconvenience to the Department.

(b) The Client will, at its own expense, immediately repair any damage or destruction caused to the Land or other property of the Department on the Land in excess of normal wear and tear caused by the Client in carrying out the Permitted Use.

(c) Where the Client causes any damage or destruction to the Land or other property of the Department on the Land, the Client will immediately notify the Department in writing.

6. Insurance

(a) The Client must effect and maintain insurance policies for the types, amounts and for the periods specified in Item 4 of Schedule 1 with an insurer and on terms approved by the Department (such approval not to be unreasonably withheld).

(b) Upon reasonable request, the Client must provide the Department with evidence in a form acceptable to the Department of the terms and currency of the insurance required under clause 6(a), including copies of insurance policies and any endorsements or amendment to such policies.

(c) The Client must ensure that, except as provided in clause 6(d), the insurance policies that it has effected to cover the insurable interests pursuant to this clause 6 cover all invitees, employees, contractors, agents, members or clients of the client and (where possible) note the State as an interested party.

(d) Despite clause (b), if the Client's insurance policies do not provide cover for contractors and invitees then the Client must ensure that its contractors and invitees have public liability insurance with a minimum cover of $20 million and, where appropriate, workers' compensation insurance equivalent to that under clause 6(a).

7. Warranty and Risk

The Client and its Representatives use the Land entirely at their own risk.

8. Liability and indemnity

8.1 Release

The Client releases to the full extent permitted by law, the Department and its Representatives from all actions, claims, proceedings or demands and in respect of any loss, death, injury, illness or damage (whether personal or property, and whether special, direct, indirect or consequential, including consequential financial loss) arising from or in connection with this deed.

8.2 No liability for consequential or indirect loss

The Department and its Representatives will not in any circumstances (including for negligence) be liable for any loss of revenue, loss of profit, loss of anticipated savings or business, loss of opportunity (including opportunity to enter into or complete arrangements with third parties), loss of data or goodwill, loss of reputation or any indirect or consequential loss whether arising in contract, tort (including negligence) or otherwise, in connection with this deed.

8.3 Indemnity

(a) The Client is liable for and indemnifies the Department and its Representatives against all liability, loss, costs and expenses (including any actions, claims, proceedings or demand brought by any third party, and any legal fees, costs and disbursements on a solicitor and own client basis) arising from or incurred in connection with:

(i) the Client or its Representatives accessing the Land for the Permitted Use;

(ii) any default by the Client or the Client's Representatives under this deed;

(iii) any unlawful, wilful or negligent act or omission of the Client , the Client's Representatives or any person for whose conduct the Client is liable; or

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(iv) personal injury (including sickness and death) or property damage or loss in connection with the performance (or attempted or purported performance or non-performance) of this deed or a breach of this deed by the Client.

(b) The Client's liability to indemnify the Department under clause 8.3(a) will be reduced proportionally to the extent that any negligent act or omission or breach of this deed by the Department caused the loss or liability.

(c) The indemnity granted in clause 8.3(a) is in addition to and not exclusive of any other remedies the Department may have against the Client at law.

9. Term and termination

9.1 Term

This deed binds the parties from the Commencement Date and continues for the Term.

9.2 Termination for convenience

Either party may terminate this deed upon providing the other party with 5 days written notice.

9.3 Termination for breach

(a) The Department may terminate this deed by written notice with immediate effect if the Client :

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

(ii) breaches a term of this deed which is capable of being remedied and fails to remedy that breach within 30 days after receiving notice requiring it to do so; or

(iii) is insolvent;

For the avoidance of doubt, clause 8.2 applies to any termination of this deed under clause 9.3.

9.4 Pre-existing rights and survival

(a) Termination in accordance with this clause 9 is without prejudice to any rights of either party under this deed existing at the date of termination.

(b) Clauses 6, 7, 8, 9.4 and 11 survive expiration or termination of this deed for any reason.

10. Notices

Each communication (including each notice, consent, approval, request and demand) in connection with this deed to be given by either party to the other:

(a) must be in writing and signed by the party making it (or by a person duly authorised by that party);

(b) must be addressed in accordance with Item 1 of Schedule 1 or as otherwise notified from time to time;

(c) must be delivered to that address by hand, or posted by pre-paid post to the address, or sent by facsimile transmission to the number of the addressee, in accordance with clause 10(b);

(d) is taken to have been received by the addressee:

(i) where sent by pre-paid post – on the fifth day after the date of posting;

(ii) where sent by facsimile transmission – at the time in the place to which it is sent equivalent to the time recorded on the transmitting machine from which it was sent;

(iii) where hand delivered – on delivery,

but if the communication is taken to have been received on a day that is not a Business Day or later than 5.00 pm on a Business Day, the communication is taken to have been received at 9.00 am on the next Business Day.

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11. General

11.1 Entire agreement

To the extent permitted by law, in relation to its subject matter, this deed embodies the entire understanding of the parties and constitutes the entire terms agreed by the parties and supersedes any prior written or other agreement of the parties.

11.2 No relationship

Nothing contained in this deed will be taken as giving rise to any employment, agency, partnership or joint venture relationship between the parties.

11.3 No representation or reliance

(a) Each party acknowledges that no party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this deed except for representations or inducements expressly set out in this deed.

(b) Each party acknowledges and confirms that it does not enter into this deed in reliance on any representation or other inducement by or on behalf of any other party, except for representations or inducements expressly set out in this deed.

11.4 Assignment

The Client must not assign, novate or subcontract the whole or any part of this deed without the prior written consent of the Department.

11.5 Amendments

This deed may only be varied by a document signed by or on behalf of each party.

11.6 Governing law and Jurisdiction

(a) This deed is governed by and will be construed according to the law applying in Queensland and each party irrevocably:

(i) submits to the non-exclusive jurisdiction of the courts of Queensland, and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this deed; and

(ii) waives any objection it may now or in the future have to the venue of any proceedings, and any claim it may now or in the future have that any proceedings have been brought in an inconvenient forum, if that venue falls within clause 11.6(i).

11.7 Waiver

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

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

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

11.8 Severance

(a) If at any time a provision of this deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

(i) the legality, validity or enforceability in that jurisdiction of any other provision of this deed; or

(ii) the legality, validity or enforceability under the law of any other jurisdiction of that or any provision of this deed.

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11.9 Expenses

Except as otherwise provided in this deed, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this deed.

11.10 Counterparts

This deed may be signed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

12. Definitions and interpretation

12.1 Definitions

In this deed:

Business Day means a day that is not a Saturday, Sunday or a public holiday in Brisbane.

Commencement Date means the commencement date specified in Item 2 of Schedule 1.

Expiry Date means the expiry date specified in Item 2 of Schedule 1.

Land means the land described as [insert fuul name of National Park or State Forest] and identified as the hatched area on the map contained in Annexure A.

Permitted Use means the use specified in Item 3 of Schedule 1.

Representative means an employee, agent, officer, director, contractor, subcontractor or other authorised representative of a party.

Target Species means any species listed in Item 3 of Schedule 1 which may or may not be a Declared Pest under the *Land Protection (Pest and Stock Route Management) Act 2002.*

Term means the period commencing on the Commencement Date and ending on the Expiry Date, unless terminated earlier in accordance with clause 9, or extended in accordance with the terms of this deed.

12.2 Interpretation

In this deed:

(a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

(a) if more than one person is identified as the Client , then that expression refers to them, and the obligations of the Client under this deed bind them, jointly and severally;

(b) person includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (where incorporated), a partnership and a trust;

(c) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;

(d) a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;

(e) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;

(f) a reference to a party, clause, schedule, attachment or annexure is a reference to a party, clause, schedule, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, attachments and annexures to it;

(g) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;

(h) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

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(i) includes in any form is not a word of limitation;

(j) a reference to $ or dollar is to Australian currency; and

(k) no rule of construction will apply to a provision of this deed to the disadvantage of a party merely because that party drafted the provision or would otherwise benefit from it.

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Queensland Government

Land Access Deed

Executed as a deed

Signed, sealed and delivered for and on behalf of the **State of Queensland** acting through the **Department of National Parks, Sport and Racing ABN 11 322 391 452** by

_____ a person duly authorised to act in that behalf in the presence of:

_____
Signature of Witness

_____
Name of Witness in full

_____
Signature

Date: _____

*Option 1: if the Client is an individual **Delete if inapplicable** OR*

Signed, sealed and delivered by **insert details of Client**

_____
Signature of Witness

_____
Name of Witness in full

_____
Signature

Date:_____

*Option 2: if the Client is a company **Delete if inapplicable** OR*

Executed by **insert details of Client ACN insert ACN number** in accordance with section 127 of the *Corporations Act 2001* (Cth)

_____
Signature of Director/sole Director

_____
Name of Director/sole Director in full

Date:_____

_____
Signature of Director/Secretary

_____
Name of Director/Secretary in full

Date:_____

*Option 3: if the Proprietor is another entity **Delete if inapplicable** OR*

Signed, sealed and delivered for and on behalf of **insert details of Client** by

_____

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Land Access Deed

_____ a person duly authorised to act in that behalf in the presence of:

_____
Signature of Witness

_____
Name of Witness in full

Signature

_____
Position

Date:_____

*Option 4: if the Client is a Local Government **Delete if inapplicable***

Signed, sealed and delivered for and on behalf of the Insert specific details
in accordance with section 262 of the Local Government Act 2009, by

In the presence of:

_____
Signature of Witness

_____
Name of Witness in full

_____
Full name of authorised person

Date: _____

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Annexure A – Map of Land

Insert map or if none insert Nil - delete this note

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Annexure B – Aerial Shooting Requirements

AERIAL SHOOTING REQUIREMENTS

Helicopter company/s/Pilots must:

- be skilled and experienced in aerial shooting operations;
- have approval from the Civil Aviation Authority to undertake aerial shooting operations;
- be fully CASA licensed and a commercially operating company;
- be an organisation that is providing its own machines and pilots;
- submit copies of, or make available for examination, all relevant CASA certificates, licenses and permits, including but not limited to the following:
  - air operator's certificate - aerial work operations;
  - company operations manual;
  - CASA permit for the carriage and discharge of firearms; and
  - CASA permit for company low flying operations, and Chief Pilot's CASA approval;
- ensure all operations are conducted in accordance with CASA Acts, regulations, orders, instructions and NOTAMS;
- hold the appropriate licences and permits and be skilled and experienced in aerial shooting operations;
- comply with all relevant Federal and Queensland legislation, policy and guidelines in regard to aerial shooting; and
- carry Public Liability insurance to a value of at least $20 million per event.

Helicopters:

- must be matched to the task;
- should preferably have been used previously and in recent times by the staff involved or experienced colleagues and found to be adequate;
- must be fully airworthy and must be routinely maintained by qualified engineers to CASA and the manufacturer's standards;
- must have CASA approved VHF, UHF and preferably HF radio installations fitted;
- must have a CASA approved ELT fitted, and pilots must explain the operation of ELTs to passengers/shooters at commencement of any job;
- must have a first aid kit fitted and kept up to date; and
- must be provided with a 200lt drum pump that has a filter capable of separating water and other contaminants.

Aerial shooters must:

- be skilled and trained in "aerial marksmanship" by an "experience trainer" with recognised time & experience with this activity;
- be experienced in aerial shooting operations, with demonstrated aerial shooting activities referenced by peers or clients and it is preferable that they have conducted similar operations in remote or locations with variable terrain and land types;
- have a working knowledge of ammunition ballistics and performance, especially ammunition selected for use in aerial culling operations;
- hold the appropriate Queensland firearms licence and endorsements issued by the Queensland Police Service;
- have individual CASA accreditation to carry and discharge a firearm from a helicopter;
- have individual "Public Liability" Insurance and have name and the words "Professional Shooter" listed on the policy coverage; and
- store, use and transport firearms and ammunition in accordance with the *Weapons Act 1990, Weapon Categories Regulation 1997 and the Weapons Regulation 1996.*

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Queensland Government

Land Access Deed

Annexure C – QPWS Firearms Policy and Procedures Manual

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Land Access Deed
(Landholder property)

made at **on the** **day of** **20__**

Between Insert name

(Landholder)

and

State of Queensland acting through the **Department of National Parks, Sport and Racing ABN 11 322 391 452**

(**Department**)

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Background

A. The Landholder is the [registered owner / registered lessee - choose one] of the Land.

B. The Landholder has agreed to grant the Department and its Representatives access to the Land for the Permitted Use, which is for the mutual benefit of the parties.

C. The parties wish to record the terms and conditions of their agreement in this deed, which consists of:

   (a) this cover page;

   (b) Schedule 1 – Deed details; and

   (c) Schedule 2 – Terms and conditions.

D. Capitalised words and phrases have the meanings specified in clause 10 of Schedule 2.

Queensland Government

Land Access Deed

Schedule 1 – Deed details

Item 1 Party details

Landholder:

Party Name:	insert details
ACN/ABN:	insert details
Street Address:	insert details
Land:	insert Lot on plan numbers that make up the land and include the County name for each
Contact Officer Name:	insert details
Contact Officer Postal Address:	insert details
Contact Officer Telephone:	(07) insert details
Contact Officer Facsimile:	(07) insert details
Contact Officer Email (notices cannot be given by email):	insert details

Department:

Party Name:	State of Queensland acting through the Department of National Parks, Sport and Racing
ABN:	11 322 391 452
Street Address:	insert details
Contact Officer Name:	insert details
Contact Officer Postal Address:	insert details
Contact Officer Telephone:	(07) insert details
Contact Officer Facsimile:	(07) insert details
Contact Officer Email (notices cannot be given by email):	insert details

Item 2 Term: (clauses 7.1 and 10.1)

Commencement Date:	[insert the start date]
Expiry Date:	[insert the expiry date]

Item 3 Permitted Use: (clauses 3 and 10)

The Department may use the Land to carry out activities to [insert details].

Item 4 Target Species: (clauses 3, 6.4 and 10.1)

[insert details]

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Item 5 Insurance: (clause 5)

Public Liability:	$20,000,000.00	During the Term

Executed as a deed

*Option 1: if the Landholder is an individual **Delete if inapplicable** OR*

Signed, sealed and delivered by **insert details of Landholder**

_____
Signature

Date:_____

_____
Signature of Witness

_____
Name of Witness in full

*Option 2: if the Landholder is a company **Delete if inapplicable** OR*

Executed by **insert details of Landholder ACN insert ACN number** in accordance with section 127 of the *Corporations Act 2001* (Cth)

_____
Signature of Director/sole Director

_____
Name of Director/sole Director in full

Date:_____

_____
Signature of Director/Secretary

_____
Name of Director/Secretary in full

Date:_____

*Option 3: if the Proprietor is another entity **Delete if inapplicable***

Signed, sealed and delivered for and on behalf of **insert details of Landholder** by

_____ a person duly authorised to act in that behalf in the presence of:

_____
Signature

_____
Position

Date:_____

_____
Signature of Witness

_____
Name of Witness in full

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Signed, sealed and delivered for and on behalf of the **State of Queensland** acting through the **Department of National Parks, Sport and Racing ABN 11 322 391 452** by

_____ a person duly authorised to act in that behalf in the presence of:

_____
Signature of Witness

_____
Name of Witness in full

_____
Signature

Date: _____

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Schedule 2 – Terms and conditions

1. Grant of Access

(a) The Landholder authorises and agrees to allow the Department and its Representatives to enter and re-enter the Land at any time during the Term, by air, foot or registered vehicle, with or without plant and equipment, to carry out the Permitted Use, subject to and in accordance with this deed.

(b) Subject to the relevant terms and conditions of this deed, the Department will not use, permit or allow the Land to be used for any purpose other than the Permitted Use.

2. Landholder's Obligations

The Landholder will:

(a) not interfere with, or obstruct the Department or its Representatives in the exercise of its rights under this deed; and

(b) where possible, assist the Department or its Representatives with any emergency situation.

3. Department's Obligations

(a) The Department and its Representatives may do anything reasonably necessary for the Permitted Use.

(b) In carrying out the Permitted use, the Department must:

(i) not make any structural or other alterations or additions to the land without the prior written approval of the Landholder;

(ii) comply with, and use its best endeavours to ensure its Representatives comply with, applicable laws in carrying out the Permitted Use;

(iii) comply with, and use its best endeavours to ensure its Representatives comply with any model code of conduct or standard operating procedure relevant to the Target Species;

(iv) hold, and use its best endeavours to ensure its Representatives hold relevant licences and accreditation to carry out the Permitted Use;

(v) not interfere with or obstruct grazing or management enterprise; and

(vi) ensure gates are left as encountered.

4. Property Damage

(a) The Department will carry out the Permitted Use so as to cause as little disturbance to the Landholder, and as little damage to the Land, as is reasonably practicable.

(b) The Department will, at its own expense, promptly repair any damage to the property of the Landholder, in excess of normal wear and tear, caused by the Department in carrying out the Permitted Use.

(c) Where the Department causes any damage to the Land or the property of the Landholder, the Department will promptly notify the Landholder in writing.

5. Insurance

5.1 Landholder's insurance

(a) The Landholder must effect and maintain insurance policies for the types, amounts and for the periods specified in Item 4 of Schedule 1 with an insurer and on terms approved by the Department (such approval not to be unreasonably withheld).

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(b) Upon reasonable request, the Landholder must provide the Department with evidence in a form acceptable to the Department of the terms and currency of the insurance required under clause 5.1(a), including copies of insurance policies and any endorsements or amendment to such policies.

5.2 Department's insurance

The Landholder acknowledges that the Department is satisfactorily self-insured through the Queensland Government Insurance Fund.

6. Liability and indemnity

6.1 Indemnity

(a) Each party (**Indemnifying Party**) indemnifies the other party and its Representatives (**Indemnified**) against all liability, loss, costs and expenses (including legal fees, costs and disbursements on a solicitor and own client basis) including for personal injury (including sickness and death) or property damage or loss arising from or incurred in connection with:

(i) the Indemnifying Party's performance (or attempted or purported performance or non-performance) of this deed, or a breach of this deed by the Indemnifying Party; or

(ii) any unlawful or negligent act by the Indemnifying Party.

(b) The Indemnifying Party's liability to indemnify the Indemnified under clause 6.1(a) will be reduced proportionally to the extent that any unlawful or negligent act or omission or breach of this deed by the Indemnified contributed to the loss or damage.

(c) The indemnity granted in clause 6.1(a) is in addition to and not exclusive of any other remedies that may be available at law.

6.2 No expense required

It is not necessary for a party to incur expense or to make a payment before enforcing a right of indemnity conferred by this deed.

6.3 No liability for consequential or indirect loss

Neither party will in any circumstances (including for negligence) be liable for any loss of revenue, loss of profit, loss of anticipated savings or business, loss of opportunity (including opportunity to enter into or complete arrangements with third parties), loss of data or goodwill, loss of reputation or any indirect or consequential loss whether arising in contract, tort (including negligence) or otherwise, in connection with this deed.

6.4 No warranty

Despite the Department using its best endeavours to carry out the Permitted Use, it does not give any warranty in relation to the control of Target Species on the Land.

7. Term, suspension and termination

7.1 Term

This deed binds the parties from the Commencement Date and continues for the Term.

7.2 Termination for convenience

Either party may terminate this deed for any reason, prior to the Commencement Date, by providing the other party with 5 Business Days written notice.

7.3 Perceived danger

(a) In the event of Perceived Danger, either party may immediately suspend, by verbal or written notice, the rights of the Department to carry out the Permitted Use, until such time as the danger is resolved or can be managed to the satisfaction of both parties.

(b) If either party provides verbal notice under clause 7.3(a), that party must, as soon as reasonably practicable after providing the verbal notice, also provide written notice of the suspension.

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(c) If the perceived danger can be resolved or managed to the satisfaction of both parties, the Term of this deed will be deemed to be extended by the time period of the suspension. The parties agree that clause 9.4 does not apply to a variation of this deed under this clause.

(d) If the perceived danger cannot be resolved or managed to the satisfaction of both parties within a reasonable time, either party may terminate this deed by providing the other party with 5 Business Days written notice,

7.4 Pre-existing rights and survival

(a) Termination in accordance with this clause 7 is without prejudice to any rights of either party under this deed existing at the date of termination.

(b) Clauses 6, 7.4 and 9 survive expiration or termination of this deed for any reason.

8. Notices

Notwithstanding clause 7.3(a), each communication (including each notice, consent, approval, request and demand) under or in connection with this deed to be given by either party to the other must be in writing and delivered by hand, posted by pre-paid post, or sent by facsimile transmission to the address or number specified in Item 1 of Schedule 1 (or any other address or number notified from time to time).

9. General

9.1 Entire agreement

To the extent permitted by law, in relation to its subject matter, this deed embodies the entire understanding of the parties and constitutes the entire terms agreed by the parties and supersedes any prior written or other agreement of the parties.

9.2 No relationship

Nothing contained in this deed will be taken as giving rise to any employment, agency, partnership or joint venture relationship between the parties.

9.3 No representation or reliance

(a) Each party acknowledges that no party (nor any person acting on a party's behalf) has made any representation or other inducement to it to enter into this deed except for representations or inducements expressly set out in this deed.

(b) Each party acknowledges and confirms that it does not enter into this deed in reliance on any representation or other inducement by or on behalf of any other party, except for representations or inducements expressly set out in this deed.

9.4 Extension

Notwithstanding clause 9.5, the Term of this deed may be extended by agreement of both parties, provided in writing.

9.5 Amendments

Subject to clause 7.3(c) and clause 9.4, this deed may only be varied by a document signed by or on behalf of each party.

9.6 Governing law and Jurisdiction

This deed is governed by and will be construed according to the law applying in Queensland.

9.7 Waiver

Notwithstanding clause 7.3(a), no rights under this deed will be waived except by notice in writing signed by each party.

9.8 Severance

If at any time a provision of this deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

(a) the legality, validity or enforceability in that jurisdiction of any other provision of this deed; or

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(b) the legality, validity or enforceability under the law of any other jurisdiction of that or any provision of this deed.

9.9 Expenses

Except as otherwise provided in this deed, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this deed.

9.10 Counterparts

This deed may be signed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

10. Definitions and interpretation

10.1 Definitions

In this deed:

Business Day means a day that is not a Saturday, Sunday or a public holiday in Brisbane.

Commencement Date means the commencement date specified in Item 2 of Schedule 1.

Expiry Date means the expiry date specified in Item 2 of Schedule 1.

Land means as described in Item 1 of Schedule 1 under Landholder.

Perceived Danger means a risk of harm or damage to people, property, animals or wildlife (excluding Target Species), as perceived by either party to this deed, acting reasonably.

Permitted Use means the use specified in Item 3 of Schedule 1.

Representative means an employee, agent, officer, director, contractor, subcontractor or other authorised representative of a party.

Target Species means the species listed in Item 4 of Schedule 1 which may or may not be a Declared Pest under the *Land Protection (Pest and Stock Route Management) Act 2002*.

Term means the period commencing on the Commencement Date and ending on the Expiry Date, unless terminated earlier, or extended in accordance with the terms of this deed.

10.2 Interpretation

In this deed:

(a) headings are for convenience only and do not affect interpretation;

and unless the context indicates a contrary intention:

(b) if more than one person is identified as the Landholder, then that expression refers to them, and the obligations of the Landholder under this deed bind them, jointly and severally;

(c) **person** includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (where incorporated), a partnership and a trust;

(d) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes a substituted or an additional trustee;

(e) a reference to a document (including this deed) is to that document as varied, novated, ratified or replaced from time to time;

(f) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;

(g) a reference to a party, clause, schedule, attachment or annexure is a reference to a party, clause, schedule, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, attachments and annexures to it;

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(h) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;

(i) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(j) **includes** in any form is not a word of limitation;

(k) a reference to **$** or **dollar** is to Australian currency; and

(l) no rule of construction will apply to a provision of this deed to the disadvantage of a party merely because that party drafted the provision or would otherwise benefit from it.

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Strategic Pest Management Program 2014 -15
Strategic Project Nomination

Do not alter the format of this spreadsheet by moving or removing cells, rows or columns

Central Office Use only	
Funding sought 14-15	
Funding approved	
Regional Use only	
Regional priority	Extremely High

Project details

Project Title	South East Regional Deer Management Project	
Region	South East	
Local Government Authority	Gold Coast Council Area	Link: http://www.dsdip.qld.gov.au/local-government-directory.html
State Electorate	Mudgeeraba	Link: http://www.parliament.qld.gov.au/members/current/mailing-lists
List all QPWS estate where operations will be conducted under this proposal	Springbrook NP (Numinbah) and Gold Coast NP (Nerang, Clagiraba). Note: QPWS SER endeavours to expand the current feral deer management (Gold Coast) program into the D'Aguilar, Lockyer Valley and Deongwar NP's within the next year (15/16), with monitoring and data collection planned for FY 15/16 within these areas also.	
What type of value/s are threatened? ***Delete those which don't apply***	Ecological, social (traffic hazards)	
Provide a brief description of the key park values under threat	Deer abundance is increasing in South East Queensland peri urban interface and within SER National Parks. With population growth in Nerang, Calgriaba and Numinbah, the total impact of feral deer is increasing accordingly. There is growing concern over the environmental impact and impact on public safety (traffic incidents) by local and state governing bodies. Feral deer are declared as class 2 or 3 pests, and deer not yet in the wild in Queensland were declared as class 1 pests under the Land Protection (Pest and Stock Route Management) Act 2002, in May 2009. Deer have damaged native vegetation through trampling, feeding and rutting (in breeding season) and are competing with native animals for food and habitat. Specifically, deer are damaging local flora such as Allocasuarina spp. and Eucalyptus spp. which are important in the conservation of the vulnerable Glossy Black Cockatoo (Calyptorhynchus lathami) and the regionally vulnerable Koala (Phascolarctos cinereus). Degradation to the native Fabaceae spp. and native Poaceae spp. by the deer also affects the native bees and macropods and the apiarists that utilise Nerang National Park. RE 12.11.5 open eucalypt forest.	
What is the main pest species involved?	Javan rusa (*Rusa timorensis*) (Nerang) and Fallow deer (*Dama dama*) (Springbrook)	
What is the status of this pest?	Class 2	
Briefly describe the scale of the infestation on the areas listed above	Springbrook NP - 60 - 80 head, Gold Coast NP 70-100 head. The populations arose from several (now defunct) private deer farming ventures within the Gold Coast Area. The populations and their distribution have increased over the last 15 years and with five years of substantial rainfall the populations has increased dramatically.	
What other pest species will be managed under this proposal?	nil	
What is the name of the relevant Level 2 Pest Management Strategy? *** An electronic copy of the Level 2 Pest Management Strategy must be provided with this proposal**	Primary Areas for this proposal - Springbrook and Gold Coast Level 2 Pest Management Strategies. Secondary Areas for this proposal - D'Aguilar, Lockyer Valley and Deongwar NP's Level 2 Pest Management Strategies.	
What is the management priority for this pest in the relevant Level 2 Pest Management Strategy?	Very High	
How does this project relate to local, regional, state or national priorities?	Declared Pests under the Pest and Stock Route Management Act 2002, The Qld Feral Deer Management Strategy 2013-2018	
What is the broad objective of this project? ***Delete those which don't apply***	Gold Coast and Springbrook Areas - reduce deer populations. D'Aguilar, Lockyer Valley and Deongwar - establish data through monitoring as basis for control measures. To initiate a nil tenure cross agency deer management program.	
What is the particular objective/s for this project?	1. Reduction of the current populations by 25-30% per year over a 3 year period through a multi tenure/ multi agency integrated pest management program. Further ascertain weak points within linking tenures and build upon already developed multi agency and multi tenure deer pest management programs. 2. The Nerang Feral Deer Management Trial being conducted in April 2015 in conjunction with Yarramine Environmental will assess the feasibility of new remote trapping technology. 3. QPWS is initiating and has had discussions with GCCC, BCC, SEQW and BQ to establish a nil tenure cross agency deer management program. Through SEQ Deer Mgt Group, DAFF has agreed to facilitate broader landscape wide management of deer in SEQ while utilising the QPWS Technology Trial as contemporary best practice. QPWS - SER aims to integrate the deer management program with that of GCCC, BCC, SEQW and BQ.	
To what parts of the infestation does this objective apply? ***Please indicate on attached map***	Control applies to Nerang and Springbrook NP's.	Map
Briefly detail proposed control methods. ***Delete those which don't apply***	Trapping (Gold Coast and Springbrook - Clover and Corral Trapping - Darting and humane destruction) and only shooting trapped deer from a hide with .22. Data for Deongwar, Lockyer Valley and D'Aguilar is currently being recorded and collated, ongoing for FY 15/16. Current monitoring data for the Gold Coast and Springbrook areas identifies deer frequenting the prefeeding sites e.g. proposed corral traps and established clover traps sites. QPWS will continue to utilise the four clover traps that we currently have but this trapping method is costly and inefficient. Clover traps target a single animal and require staff to regularly prefeed and check the trap. Clover traps are also likely to trap animals 'off target'. For this reason QPWS has engaged Yaramine Environmental to assist in QPWS in developing a remotely triggered "corral" trapping system for Feral Deer and to run a trail of this new technology in Nerang National Park commencing on April 20, 2015. This new system of trapping has been modified from the successful "Yarramine Pig Trap" that has been utilised by QPWS on the Sunshine/Fraser Coast. Because this trial has generated significant interest from other government land managers the trial will also incorporate a "Field Day" for the SEQ Feral Deer Management Group. This group comprises Gold Coast City Council, Brisbane City Council, SEQWater, Toowoomba Regional Council, Sunshine Coast Regional Council, Summerset Regional Council, Scenic Rim Regional Council as well as other stake holders. DAFF have agreed to facilitate our initiative and will champion QPWS's desire to incorporate and utilise contemporary technology and trapping methods in a multi tenure, multi agency integrated feral deer management strategy for SEQ.	
Provide a brief outline of the expected timing and frequency of control effort/s over the 2014-15 financial year	Clover trapping in Nerang has commenced and will continue throughout the whole year. A static trapping (corral) trial within the Nerang NP will commence in April with assistance from Yarramine Environmental Consultants.	
Expected length of time to deliver the project objective outlined above	Reduction of population (25-30%) - 3 years. Reduction by 75% - 5 to 7 years.(Nerang & Springbrook)	
Is this proposal being submitted for 'in-principle' 2 or 3 year funding?	No - Ongoing project costs should be able to be met by the Region or through discretionary funds.	

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If funding is sought over more than 1 year detail what annual milestones will be achieved.	Funding is not sought for more than one year but milestones will record the reduction in deer populations with the given NP's through a reduction in damage to visual amenity, a reduction in environmental impact, a reduction in vehicle strikes and negative interactions with humans. Milestones: Nerang/Clagriaba population - removal of 25 - 30% of the population within the first year (30 animals) through the use of clover and corral traps. Springbrook/Numinbah - a reduction of 25% within the population (10-15 animals) through the use of clover and corral trapping. Program also aims for an expansion in a South East Regional (D'Aguilar and Deongwar) to commence in 2015-17.
How will the success of this projects objective outcomes be evaluated? Briefly describe the timing and frequency of the monitoring to be undertaken. ***Delete those which don't apply***	Photo monitoring / Visual inspection / Activity index through remote cameras in between control sessions. Monitoring has been conducted within the Gold Coast and Springbrook areas for the last 14 months and will be ongoing. Current data has determined the population size, primary entry/exit points and most frequented routes of the animals. Through continual monitoring the project outcomes will be evaluated by a recordable reduction in the population, a reduction in environmental damage and a decrease in populations movement and range.
List any external organisations collaborating or contributing to the project	Collaborative assessment, planning and coordination between QPWS, Gold Coast City Council, SEQW and Biosecurity Qld has been undertaken for this project with the aim of developing a coordinated approach. Over the last year considerable consultation both internally and externally has been conducted with greater collaboration and program scheduling being adopted and committed to for the next financial year. QPWS SER has been instrumental in sharing intelligence with key stake holders with an aim to develop best practise, program efficiency and humane control methods with a particular focus on Feral Deer Management within the peri-urbane interface.

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For projects funded in previous year(s)	
How long has the project been running?	10 years (sporadic funding, changing management intent/focus and competing pest priorities has impacted this project)
Briefly provide what overall milestones and objectives have been achieved so far over the entire life of the project	Although previous QPWS investment in this project has not delivered significant outcomes in regard to reduction of feral deer within the Gold Coast areas, SER's effort over the last 14 months has provided some significant understandings including comprehensive data collected on population size, movements, primary locations of activity/management (prefeeding areas and shoot/hide sites), multi agency over multi tenure coordination agreements and internal commitment and capacitation (staff training and regional resourcing).
How much funding has been allocated to the project in previous year(s)?	(2006-2011) - 40k approx. of which 30k returned due to management constraints. (2013-14) - 3k, (2014-15) 10k
What was the total SAP expenditure in 2013/14 financial year?	10k discretionary allocated - $1500 (Clover trap repairs), $2000 (monitoring equipment), $6500 (New Technology Trial in Nerang NP)
Project budget and justification	
If contractors are going to be used provide an estimate of time & hourly/daily rate	NA
Total cost of contractors	NA
If aircraft are going to be used provide an estimate of hours and hourly rate	N/A
Cost of aircraft hire	N/A
Cost of Avgas required	N/A
Will non-QFleet vehicles be required? If so provide details & justification	N/A
Non-QFleet vehicle hire costs	N/A
Vehicle fuel costs	N/A
Will staff travel allowance be required? If so provide an estimate of the number of staff and nights and provide a justification	No
Total TA costs	N/A
Are any equipment purchases proposed to complete the project? If so provide details & justification	SER is leasing one trap for Nerang Feral Deer Remote Trapping Technology Trial (to be conducted in April 2015). SER envisage purchasing 3 x Feral Deer/Pig Trap Packages from Yarramine Environmental at an approximate cost $20,000.00 following this trial. (SPMP 2015 - 2016 funded) The trapping technology will also be modified and utilised for feral pig management programs within the South East Region when not in use for Feral Deer management.
Total equipment costs	
Detail any costs to undertake project monitoring with a justification	The primary cost in monitoring is labour (to be provided by SER), as cameras have already been purchased for Clover Traps monitoring. $450 for the Satellite Monitoring/tracking for the Spot Alarm Trap Alert Systems for the Clover Traps which supports animal welfare by providing for a timely response from the point in which an animal is trapped.
	$450
Briefly detail any materials required to complete the project	3 x Corral Traps + 3 x shooter hides to keep deer calm (traps and hides include: specific manufactured remote triggered drop door, netting and mesh rolls, wire, star pickets, hessian, "mine" alarm trap alert and camera system) This method is also recognised as the most cost effective method for trapping pigs. Each trap is approximately $6,500 in cost. Ammunition costs: $200, Dart gun chemicals $1500, Waste management (animal disposal): $1,000, Stock feed: $1,000
Total material costs	$23,650
Total funds sought to conduct the project	**$24,100**
What, if any, other QPWS contributions will be made to the project?	Labour (trap construction included), Vehicle/fuel costs. Note: Due to recent staff transfers the Gold Coast Management Unit now has two qualified staff with firearms licences. The region has also recently supported Remote Injection training (Dart gun licencing) for one staff in preparation for deer management.
Total internal QPWS contributions in $	12,000
What, if any, external contributions will be made to the project?	GCCC have recently appointed 2 deer control officers who will support the proposed program at it is envisaged that GCCC will waiver animal disposal fees.
Total external contributions in $	
Total investment	**$36,100**
Notes/Comments	Deer control will be conducted in consultation with Gold Coast City Council, Brisbane City Council, Biosecurity Queensland, South East Queensland Water through complementing pest management activity plans. As there is significant interest in deer control in the within the South Coast Area due to regular vehicle strikes on adjoining roads and public safety aspects of deer traversing the landscape, SER has actively engaged neighbouring land managers to formulate a coordinated approach to long term deer management practices. This aspiration is articulated in the Qld Feral Deer Management Strategy 2013 - 2018 (DAFF) and the proposed QPWS Feral Deer Management field day - 28th May 2015.

Discretionary projects provide details HERE:

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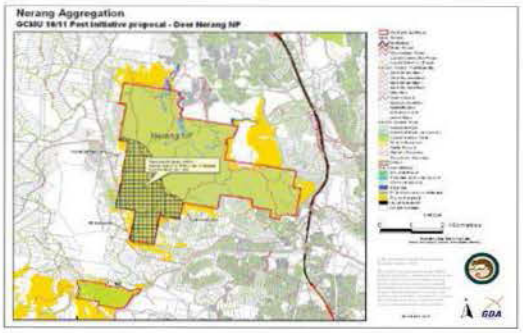

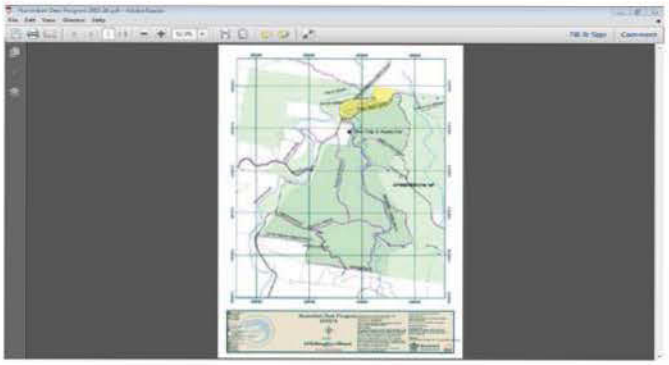

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Regional Discretionary Funded Projects 2014 -15

	Region	Project Name	Estate	Main Pest Species	Comments / other pest species	CO use only $ allocated
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
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12						
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17						
18						
19						
20						
21						
22						
23						
24						
25						
						$ -

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From: CUBIS Mick [Mick.Cubis@des.qld.gov.au]
Sent: Thursday, 3 September 2015 5:39 PM
To: DOBBYN Andrea
CC: HOFFMAN Andrew; KINGSTON Barbara; KINGSTON Andrew; SPINKS Troy; CAMBOURN Neil; Media DES
Subject: RE: Mick, re BCC clr comments on wild deer around Brisbane being a danger to the environment and residents

This relates to the Gold Coast, apart from the last sentence which is across the region.

Mick Cubis
Regional Director
South East Region I Queensland Parks and Wildlife Service
Department of National Parks, Sport and Racing

P 07 35122320
M sch4p4(6) Personal information
60 Mt Nebo Rd., The Gap, Qld., 4061

From: DOBBYN Andrea
Sent: Thursday, 3 September 2015 5:14 PM
To: CUBIS Mick
Cc: HOFFMAN Andrew; KINGSTON Barbara; KINGSTON Andrew; SPINKS Troy; CAMBOURN Neil; Media NPSR/EHP
Subject: Mick, re BCC clr comments on wild deer around Brisbane being a danger to the environment and residents

Thanks Mick, and many thanks to Barbara for the detailed rundown.

Does the dot point below relate to the Gold Coast or Brisbane area?

- So far we have conducted an extensive monitoring program to locate deer mobs, running a number of pre-feeding stations and clover traps within an approved pest activity. Local staff have invested considerable effort in the improvement of traps, purchasing automatic feeders, constructing feed troughs to avoid uptake of pre-feed by macropods, using scent lures and a variety of triggers; different locations for the clover traps have been trialled and electronic "spot trackers" been installed. All trapping locations have been assessed by the Regional Firearms Coordinator for safety. We (the SER Pest Team and operational staff) are intensively liaising with a number of feral deer management bodies throughout QLD, DAFF / BQ, various local government (BCC, GCCC, Somerset RC, Logan CC, Sunshine Coast RC), internal QPWS staff (operational and technical) and SEQ Water regarding best practise, safety and humane trapping and disposal methods and gaining intelligence on animal behaviour.

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Andrea Dobbyn
Senior Media Officer
Media Services| Corporate Communications
Department of National Parks, Sport and Racing

P 07 3199 7546 or ext 77546
GPO Box 2454, Brisbane QLD 4001
Group email media@npsr.qld.gov.au Website www.npsr.qld.gov.au

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From: CUBIS Mick
Sent: Thursday, 3 September 2015 5:09 PM
To: DOBBYN Andrea
Cc: HOFFMAN Andrew; KINGSTON Barbara; KINGSTON Andrew; SPINKS Troy; CAMBOURN Neil
Subject: FW: Neil, Mick, Andrew: 4BC – Cr Matthew Bourke, BCC, on wild deer around Brisbane being a danger to the environment and residents

Hi Andrea

Please see advice from Barbara below. Reality is we concentrate our limited resources on Deer trapping in the Gold Coast (Nerang NP) at present. Field shooting techniques used by BCC to some effect are not an option for us in Peri urban parks, with good reason, and applications for deer control through SPMP funds have not been successful for SE. We continue to work with regional Councils and BCC, as well as DAFF and BQ, regarding the broader spectrum of pest management.

Regards

Mick

Mick Cubis
Regional Director
South East Region I Queensland Parks and Wildlife Service
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From: KINGSTON Barbara
Sent: Thursday, 3 September 2015 4:51 PM
To: CUBIS Mick
Cc: HOFFMAN Andrew; SPINKS Troy; KINGSTON Andrew
Subject: RE: Neil, Mick, Andrew: 4BC – Cr Matthew Bourke, BCC, on wild deer around Brisbane being a danger to the environment and residents

Hi all,

A few dot points

- We currently put in a lot of effort at the Gold Coast/Nerang in cooperation with GCCC.

- So far we have conducted an extensive monitoring program to locate deer mobs, running a number of pre-feeding stations and clover traps within an approved pest activity. Local staff have invested considerable effort in the improvement of traps, purchasing automatic feeders, constructing feed troughs to avoid uptake of pre-feed by macropods, using scent lures and a variety of triggers; different locations for the clover traps have been trialled and electronic "spot trackers" been installed. All trapping locations have been assessed by the Regional Firearms Coordinator for safety. We (the SER Pest Team and operational staff) are intensively liaising with a number of feral deer management bodies throughout QLD, DAFF / BQ, various local government (BCC, GCCC, Somerset RC, Logan CC, Sunshine Coast RC), internal QPWS staff (operational and technical) and SEQ Water regarding best practise, safety and humane trapping and disposal methods and gaining intelligence on animal behaviour.

- We have recently hosted a very popular and successful "Feral Deer Prototype Field Day" for members of the South East QLD Feral Deer Management Group at Nerang NP to demonstrate an innovative trial with state-of-the-art-trapping technology.

- SER have applied for funding for deer out of SPMP ("strategic pest management program"; refer to attached doc "SER DEER etc") for FY 15-16 which unfortunately was denied. We intend to put aside 5K out of Discretionary SPMP allocations to purchase trapping gear. PR J Carter has verbally committed to provision of labour (QPWS staff) for deer management in Nerang.

- We have repeatedly requested for a deed to be developed by Central Office to allow access to each other's tenures for feral animal management (for cooperative wild dog control at Hays Inlet as well as feral deer management at Nerang) as we have run into problems with legal issues, especially when it came to the use of firearms. This has now been accommodated (refer to 2 attachments).

- On deer meetings we have learned out that BCC have been the most successful agency for deer management, their success was mainly achieved by field (free) shooting which our policy does not allow for in per-urban areas; due to the obvious dangers to life and property considering multi-purpose use within our parks: walkers, mountain bikes, horses etc. Shooting in traps is OK as we can use lower calibre firearms, according to Humane Destruction guidelines. This means that the projectiles do not travel a long distance, reducing the risk.

- Deer in the Moggill area has not been targeted for at least the last 3 years; I am also not aware of any serious complaints having been raised about the issue.

- Deer management is very labour intensive (staff labour is also not funded by SPMP funds under the business rules and will need to be worn on the operating budget) and we will need serious commitment from management units to deploy staff for early morning and night trapping activities for weeks. Alternatively we could use contractors which would cost us heaps (again, because of this being labour intensive). Contractors may be funded under SPMP business rules but unfortunately we have not received any funding.

Hope this helps to at least get one's head around this for now.

Last but not least, deer taste good and I am happy to supply some recipes.

Regards, Barbara

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From: CUBIS Mick
Sent: Thursday, 3 September 2015 4:19 PM
To: KINGSTON Barbara
Cc: HOFFMAN Andrew; SPINKS Troy
Subject: RE: Neil, Mick, Andrew: 4BC – Cr Matthew Bourke, BCC, on wild deer around Brisbane being a danger to the environment and residents

Thanks!

Mick Cubis
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From: KINGSTON Barbara
Sent: Thursday, 3 September 2015 4:05 PM
To: CUBIS Mick
Cc: HOFFMAN Andrew; SPINKS Troy
Subject: RE: Neil, Mick, Andrew: 4BC – Cr Matthew Bourke, BCC, on wild deer around Brisbane being a danger to the environment and residents

Doing this right now

From: CUBIS Mick
Sent: Thursday, 3 September 2015 4:05 PM
To: KINGSTON Barbara
Cc: HOFFMAN Andrew; SPINKS Troy
Subject: FW: Neil, Mick, Andrew: 4BC – Cr Matthew Bourke, BCC, on wild deer around Brisbane being a danger to the environment and residents

Hi Barb

Can you help pull some info together re our Deer control works ?

thanks

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From: DOBBYN Andrea
Sent: Thursday, 3 September 2015 3:47 PM
To: CAMBOURN Neil; CUBIS Mick; HOFFMAN Andrew
Cc: Media NPSR/EHP
Subject: Neil, Mick, Andrew: 4BC – Cr Matthew Bourke, BCC, on wild deer around Brisbane being a danger to the environment and residents

Gents

See below. Note criticism of Qld Govt. We may get enquiries as a result.

Mick, do you have any current info to offer about deer control steps by QPWS on D'Aguilar SF and other QPWS lands in the area?

Regards
Andrea

Andrea Dobbyn
Senior Media Officer
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From: Media Reporters [mailto:mediareporters@premiers.qld.gov.au]
Sent: Thursday, 3 September 2015 3:35 PM
To: NOYE Jack; HODDER Mark; Media; Adrian Taylor (Ministerial); Elliot Stein (Ministerial); Michelle Connolly; Katharine Wright; HANSON Anna; Media NPSR/EHP; LUTZ Megan
Cc: Media Reporters
Subject: 4BC – Cr Matthew Bourke, BCC, on wild deer around Brisbane being a danger to the environment and residents

4BC – Afternoons with Mark Braybrook: Cr Matthew Bourke, Chair of Brisbane City Council's Environment, Parks and Sustainability Committee on wild deer around Brisbane being a danger to the environment and residents. *Audio is available here*:
https://dpcqld.sharepoint.com/MediaReportingServices/_layouts/15/guestaccess.aspx?guestaccesstoken=XL%2bXqh0pRPl6jqD%2bghCS1LhVRV0NI%2bWuzR7otl61UA0%3d&docid=0d2ee7fe25ef84dacad088c2f1e91f69e

Cr Matthew Bourke:

- We estimate that there are around 400 deer around Brisbane, mainly in western suburbs like Brookfield, Pullenvale, Mount Ommaney and Jindalee.
- The deer can cause erosion in our waterways and damage to vegetation, and compete with native animals for food.
- The BCC spends over $1 million each year on trying to control the wild deer population.
- The challenge is we can only remove deer from Council land.
- It is important that people who see deer contact the BCC call centre so we can track the movements of the animals.
- The big thing is ensuring the State Government, who currently don't do any work in removing deer from the Brisbane area, step up to the plate with the major landholdings they have, such as the State Forest.
- We euthanise the animals once we catch them.

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