

Clauses for Consideration in a Land Access Agreement

Note:

These clauses are intended as a starting point for the development of a Land Access Agreement between landholders and mineral explorers. Farmers should consider these clauses with a view to selecting the sections and clauses which are relevant to their property/business. NSW Farmers' Association recommends that landowners obtain independent legal advice prior to using the clauses in this document as the basis for a Land Access Agreement applying to their property. This is of particular relevance if the exploration activities are anticipated to be significant. The Association suggests that farmers should specify the required conduct in the Land Access Agreement itself and not rely on supplementary 'codes of conduct'.

1. INTERPRETATION

1.1. In this document unless the context otherwise requires:

- (a) "**Act**" means the Mining Act 1992;
- (b) "**Authority**" means the Exploration Licence or other Authority held by the Explorer in respect of the Prospecting Area and described in Part 3 of Schedule 1, including all renewal terms;
- (c) "**Cooling-Off Period**" means the period between the day on which this Agreement is signed and 5.00 pm on the twenty eighth day after the day on which this Agreement was signed;
- (d) "**Duration of Agreement**" means expiration date of Exploration licence
- (e) "**Head Office Contact**" means the person whose name, address and telephone number are set out on Part 2 of Schedule 1;
- (f) "**Notification**" means the written or facsimile notification referred to in Clauses 8.3 and 11.2, addressed to the last known place of abode or business address;
- (g) "**Paths of Entry**" means the gates, farm roads and tracks specified in Annexure A;
- (h) "**Property**" means the property described in Part 1 of Schedule 1;
- (i) "**Prospecting**" means the methods of prospecting for minerals permitted by the Authority subject to any limitations imposed by Clauses 2 and 4;
- (j) "**Prospecting Area**" means that area of the Property as set out in Annexure A;
- (k) "**Protocol**" means the Precaution Protocol, if any, set out in Clause 9;
- (l) "**Supervisor**" means the person whose name, address and telephone number are set out on Part 4 of Schedule 1.

Words used but not defined shall bear the meaning given to them in the Act.

2. CONSENT TO CARRY OUT PROSPECTING

2.1. The Owner/Occupier grants access to the Explorer by way of the Paths of Entry and consents to the carrying out of Prospecting in the Prospecting Area on the terms and conditions of this Agreement and in consideration of that consent the Explorer agrees to observe the terms and conditions of this Agreement.

3. ACCESS PERIODS

3.1. The Explorer is permitted to carry out Prospecting in the Prospecting Area between the hours of 7:00am to dusk.

3.2. The Explorer is not permitted to carry out Prospecting in the Prospecting Area on the following days:

- Sundays
- Public Holidays
- Harvest/Sowing/Picking Seasons which occur in [state months]
- Etc.

3.3. The Explorer acknowledges that the access rights conferred by this Agreement are non-exclusive in relation to normal land use by the Owner/Occupier and that Prospecting on paddocks under crop/ irrigation/ pastures for fodder reserves or being utilised for lambing/calving purposes may need to be deferred until a date specified by the Owner/Occupier.

4. NOTICE

4.1. The Explorer is to notify the Owner/Occupier [days/hours] prior to its intended access to the Prospecting Area.

5. ACCESS TO PROSPECTING AREA

5.1. The Explorer may only conduct Prospecting on the Prospecting Area.

5.2. The Explorer may only bring onto or remove from the Prospecting Area by way of the Paths of Entry, such equipment, vehicles, employees and contractors as may reasonably be required to conduct Prospecting only during the periods specified in clauses 3.1 and 3.2.

5.3. The Explorer must keep a daily record of each person entering and exiting the Prospecting Area including the name of the person, the person's position/qualification, and the time entered and exiting. These records must be available for viewing and/or audit by the Owner/Occupier at any stage of the exploration process and after the exploration process.

5.4. The Explorer must not carry out Prospecting in any areas not permitted under the Act. This includes, but is not limited to, residential dwellings, gardens and significant improvements.

6. PROSPECTING METHODS

6.1. Prior to carrying out Prospecting in the Prospecting Area, the Explorer must conduct a survey of the Prospecting Area to determine the location of any residential dwelling, garden, improvement, roads and bores and provide this report/map to the Owner/Occupier.

6.2. The Explorer will only conduct those kinds of Prospecting operations specified in Schedule C.

6.3. The Explorer must keep a record of every piece of equipment, vehicle, chemical and material that is brought onto and leaving the Prospecting Area. These records must be available for viewing and/or audit by the Owner/Occupier at any stage of the exploration process and after the exploration process.

7. CONDITIONS TO BE OBSERVED BY EXPLORER

7.1. The Explorer will ensure that its employees, personnel, agents and contractors will at all times:

- (a) ensure that Prospecting is conducted in such a manner so as to:
 - (1) cause minimum damage/ interference to:
 - (A) the surface of the land comprised in the property;
 - (B) crops, trees, pastures, grasses or other vegetation on the Property;
 - (C) buildings and improvements on the Property; and
 - (2) Cause minimum disturbance to, or loss of or injury to, or interfere with stock on the Property; such as:

- (A) Will consult with owner/occupier for their work program, with the view to organising around harvest, mustering and other relevant farm management etc.
 - (B) Not interfere with or prevent the access of stock to any watering places etc., and;
 - (b) when, in the opinion of the Owner/Occupier or his agent, weather conditions render the Paths of Entry temporarily unsuitable for the passage of such vehicles or equipment, the Explorer will ensure that no vehicles or equipment are brought onto the Prospecting Area.
 - (c) ensure that no dogs or firearms are allowed onto the property.
- 7.2. The Explorer will effect and maintain at all times, and verify if requested by the Owner/Occupier during the currency of this Agreement, with a reputable insurer a public liability insurance policy in respect of its activities on the Property with the policy liability limits shown on Part 5 of Schedule 1.
- 7.3. The Explorer and its contractors will indemnify and keep indemnified the Owner/Occupier, his agents, servants, contractors and invitees, for all loss and damage arising from its Prospecting on the Property and the Explorer further acknowledges that it enters on and uses the Property entirely at its own risk.
- 7.4. The Explorer must not use water or timber without the permission of the landholder,
- 7.5. The Explorer must:
- (a) Not cut fences without the consent of the landholder and must promptly repair any fences or other improvements damaged in the course of mineral exploration activity.
 - (b) Leave all gates as found, whether open or shut.
- 7.6. The Explorer must ensure no vehicle movement at night.
- 7.7. The Explorer must provide the landholder with the Exploration Licence Number, names and contacts of senior personnel, and the name and contact of the exploration supervisor.
- 7.8. The Explorer will, during such period as the Explorer utilises the Agreed Paths of Entry, maintain and keep in repair the Paths of Entry having regard to their condition at the commencement of this Agreement.
- 7.9. The Explorer expressly agrees that in the absence of negligence or wilful damage caused by the Owner/Occupier, the Owner/Occupier will have no responsibility or liability for any loss or damage to personal property of the Explorer.
- 7.10. The Explorer will not use or permit to be used the Prospecting Area or Paths of Entry for any purpose other than Prospecting and access respectively, unless with the written permission of the Owner/Occupier.
- 7.11. The Explorer will restore all damage to the Property caused by the Explorer as soon as practicable and recontour excavations and earthworks affected on the Prospecting Area in such a manner that soil erosion will be minimised as far as practicable.
- 7.12. The Explorer will observe and will ensure that its employees, agents and contractors observe the provisions of the Precaution Protocols pursuant to Clause 8. In the event of a dispute arising, the required precautions will be nominated by the District Veterinary Officer.
- 7.13. The Explorer must store any excavated soil by soil type in separate storage facilities which are to be returned in order of removal upon the termination of this Agreement.

- 7.14. The Explorer must contain any water used or to be used in a suitable dam as outlined in their exploration agreement, which upon termination of this Agreement is to be back filled with the soil pursuant to clause 7.13.
- 7.15. The Explorer must ensure that drilling sumps are of sufficient capacity to retain drilling slurry during operations.
- 7.16. The Explorer must ensure that all bore holes are filled appropriately or capped (safe for stock and farm machinery operation) immediately after they have been drilled and that excess cuttings are removed, if required.
- 7.17. The Explorer must not drill holes on agricultural airstrips.
- 7.18. The Explorer must not drill near dams or on the lower side of dam walls.
- 7.19. The Explorer must erect stock proof fencing around any ponds on the Property to the satisfaction of the Owner/Occupier.
- 7.20. The Explorer must contain and dispose any salt water extracted and/or utilised within the Property.
- 7.21. The Explorer is to ensure that where timber must be removed, it should be affected in accordance with the conditions of the exploration and in a manner acceptable to the landholder. Such practices must conform with any tree preservation legislation.
- 7.22. The Explorer must ensure that personnel are trained on fire procedures, as per the advice of local fire authorities, and that necessary precautions are undertaken at all times.

8. PRECAUTION PROTOCOLS

- 8.1. The Explorer will take reasonable steps to minimise introduction of weeds and disease to the Property.
- 8.2. The Explorer is to place any garbage, waste or empty containers in suitable receptacles and be removed from the Property.
- 8.3. Before any entry on to the Property or the Paths of Entry, vehicles, boots and equipment to be cleaned of all superficial accumulation of dirt or vegetable matter to the satisfaction of the Owner/Occupier.
- 8.4. Before each entry, all vehicles, boots and equipment to be thoroughly cleansed to ensure, where practical, that no contaminated mud, dirt or seeds can be carried on to the Property.
- 8.5. Where repetitive entry is to be made, a depot or changeover area may be established at the point of entry to the Property and clean vehicles, equipment and footwear shall be left on the Property with staff changing footwear on arrival and departure to and from the point of entry to the Property with the commuting vehicle left externally at the point of entry to the Property.

(At the option of the Explorer where the Prospecting is conducted within immediate vicinity of a current mining operation and is restricted to land located within the boundaries of the mining lease on which the current mining operation is conducted.)

9. OCCUPATIONAL HEALTH & SAFETY

- 9.1. The Explorer is bound by all existing occupational health and safety policies of the Owner/Occupier.

- 9.2. The Explorer and the Owner/Occupier are to jointly formulate occupational health and safety policies to protect the health and safety of all employees (of both the Owner/Occupier and the Explorer), contractors and visitors on the Property.
- 9.3. The Explorer and the Owner/Occupier are to jointly formulate policies dealing with the management of risks arising from the Prospecting.
- 9.4. The Explorer and the Owner/Occupier are to inform and train all their respective employees in the occupational health and safety policies pursuant to the above clause 9.2 and 9.3.
- 9.5. Any exploration activities are not to begin until the above provisions have been completed to the satisfaction of the Owner/Occupier.
- 9.6. The Explorer must comply with the policies formulated pursuant to clauses 9.2 and 9.3.
- 9.7. In respect of the prospecting activities conducted by the licence holder, the licence holder shall be the party in control of all parts of the Lands accessed by it and any work place there on for the purposes of the Occupational Health and Safety Act, and shall comply with the provisions of the said Act in relation to its prospecting activities conducted there on. The licence holder shall reimburse the landholder for any monies the landholder may be ordered to pay by way of fines or costs in respect of any breaches by the said Act by the licence holder or any employee, agent, contractor, invitee, or licensee of the licence holder occurring on or in relation to the prospective activities on the land during the term of this arrangement.

10. APPOINTMENT OF SUPERVISOR

- 10.1. The Explorer has appointed the Supervisor for the purposes of monitoring the observance and performance by the Explorer of the terms and conditions of this Agreement.
- 10.2. The Explorer will ensure that the Supervisor is available at all reasonable times to liaise with the Owner/Occupier concerning the provisions of this Agreement.

11. CONTRACTORS

- 11.1. The Explorer may only contract or subcontract the carrying out of Prospecting or parts of the Prospecting if the identity and qualifications of the contractors is specified in Part 6 of Schedule 1. Otherwise, the Explorer shall not assign or subcontract any part of this Agreement without prior written consent of the Owner/Occupier.
- 11.2. The Explorer must implement quality assurance procedures to ensure that the contractors meet their requirements under clause 7.1

12. COVENANT BY OWNER/OCCUPIER

- 12.1. The Owner/Occupier agrees that for so long as the Explorer duly and punctually observes and performs the terms and conditions contained in this Agreement, the Owner/Occupier will not impede, restrict or interfere with the carrying out of Prospecting by the Explorer.

13. PROJECT COMPLETION

- 13.1 The Explorer must organise a time for the landholder to inspect the work area when the project is finished. Discuss any problems and seek clearance on the terms.

14. REPAIR

- 14.1. If the Explorer does not carry out repairs, which are the Explorer's responsibility under this Agreement, within a period of 30 days from the date of receipt of a compensation claim which identifies the repairs required to be carried out, the Owner/Occupier may execute the required repairs and all reasonable expenses and costs of carrying out such work will be payable by the Explorer to the Owner/Occupier upon demand.

15. COMPENSATION

15.1. The Explorer must compensate the Owner/Occupier for any compensable loss (as defined by the *Mining Act 1992 (NSW)*) suffered, or likely to be suffered, by the landholder as a result of the rights conferred by this Agreement. This clause does not limit any claims to damages, trespass or injury to land, improvements, rights, water or other rights owned or held by the Owner/Occupier that the Owner/Occupier may have against the Explorer.

15.2. In addition to the above clause 13.1, this Agreement may set out Compensation Terms that set out payments to be made by the Explorer to the Owner/Occupier, for specific types of damages or surface disturbance.

15.3. The Compensation Terms are set out in Schedule 2 of this Agreement.

16. DISPUTE RESOLUTION

16.1. The Explorer and the Owner/Occupier agree that if any claims or disputes arise between them in the connection with this Agreement they will endeavour to settle such claims or disputes in good faith.

16.2. In the event that the Owner/Occupier believes in good faith, at any time, that any such claim or dispute cannot be settled, the Owner/Occupier may:

- (a) notify the Supervisor of the claim or dispute; or
- (b) notify the Head Office Contact of the claim or dispute;
- (c) suspend entry (Clause 17)

16.3. In the event that the Explorer or the Owner/Occupier believes in good faith, at any time, that any such claim or dispute cannot be settled, either party may have the matter heard at the Land and Environment Court.

17. CONTRAVENTION

17.1. If the Explorer contravenes this Agreement:

- (a) the Owner/Occupier may deny the Explorer access to the Property; and
- (b) in the case of Western Lands Leasehold, the Owner/ Occupier may suspend Prospecting; until the Explorer ceases the contravention and the contravention is remedied to the reasonable satisfaction of the Owner/ Occupier.

18. EVENTS OF DEFAULT

18.1. Each of the following events or circumstances is called an Event of Default in this Agreement:

- (a) if the compensation payable pursuant to any provision of this Agreement remains unpaid for a period of 14 days after the date of notification to the Explorer; or
- (b) if the Explorer commits any breach or default in the due and punctual observance and performance of any of its obligations contained in this Agreement and where the failure is capable of remedy, the failure is not remedied within 30 days after notification is served upon the Supervisor.

18.2. Upon reaching an agreement as to the remedy or removal of the Event of Default, the Explorer and the Owner/Occupier will duly and punctually observe the terms and conditions of such agreement.

19. VARIATIONS

19.1. No modification, variation or amendment of this Agreement shall be of any effect unless made in writing and signed by the Explorer and the Owner/Occupier.

20. CHANGE OF ADDRESS

20.1. Notice will promptly be given in writing by a party of any change in its address to the other party.

21. TERM

21.1. The Agreement should be of a limited period of time. i.e. if the driller asks for a period of six weeks the arrangement should be limited to this time plus one week.

21.2. Unless there is a written agreement to the contrary between the Explorer and Owner/Occupier, this Agreement will terminate:

- (a) if the Owner/Occupier ceases to be the owner or occupier of the whole Property; or
- (b) on the death of the Owner/Occupier; or
- (c) if the Authority ceases to remain in force; or
- (d) if the Explorer assigns its interest in the Authority; or
- (e) as specified in the Duration of Agreement; or
- (f) if the Explorer receives notice pursuant to Clause 25, whichever shall be the first to occur.

21.3. This Agreement will terminate with respect to any part of the Property if the Owner/Occupier ceases to be the owner or occupier of that part of the Property but this Agreement remains in force for the remainder of the Property.

21.4. Termination of this Agreement does not affect rights and liabilities accrued as at the time of termination.

22. EXCLUSION

22.1. Nothing in this Agreement will remove or obviate the need for the Explorer to consult with the Owner/Occupier in relation to those matters specified in the Act for which special approval is required, for example, consent to major earth disturbing excavations comprising the construction of costeans or the use of explosives. If the Owner/Occupier has concerns regarding the special approval conditions, he may consult the relevant Government Department, which at the time of publishing could be the Department of Environment and Climate Change, the Department of Water and Energy, and the Department of Primary Industries.

23. COSTS

23.1. The Explorer will reimburse the Owner/Occupier for legal costs in obtaining legal advice in relation to this Agreement (up to a maximum of \$1500) and will pay all stamp duty.

24. EXPLORER'S AGENT

24.1. If this Agreement is signed by the Explorer's Agent specified on Part 2 of Schedule 1, the Explorer's Agent warrants that it is authorised to sign this Agreement on behalf of the Explorer and that the Explorer's Agent is also bound by this Agreement as if it is the Explorer.

25. COOLING-OFF PERIOD

25.1. The Owner/Occupier is entitled to rescind this Agreement at any time before 5.00 pm on the twenty-eighth day after the day on which the Agreement was signed. Unless the Owner/Occupier consents in writing, the Explorer must not carry out Prospecting on the Property until the conclusion of the Cooling-Off Period.

SCHEDULE 1: PRELIMINARY DETAILS

PART 1: PROPERTY DETAILS

Location of Property:
Title Reference of Property:
Lot No:
Deposited Plan:
Local Govt Area:

PART 2: EXPLORER DETAILS

Explorer Name:
Explorer's Agent:
Head Office Contact:
 Phone:
 Email:
 Fax:
Local Contact:
 Phone:
 Email:
 Fax:

PART 3: AUTHORITY DETAILS

Exploration Licence No.:
Date Granted:
Term of Licence:

PART 4: SUPERVISOR DETAILS

Field Supervisor's Name:
Phone:
Fax:
Email:

PART 5: INSURANCE DETAILS

Insurance Company:
Policy No:
Liability Limits:

PART 6: CONTRACTORS

SCHEDULE 2: COMPENSATION TERMS

TYPE OF SURFACE DISTURBANCE PAYMENT (exclusive of GST)

	AMOUNT	CONDITIONS
Drilling	\$650.00	Per diamond drill hole or mud drill hole Diamond drill holes which exceed 200 metres in depth will be compensated to the Owner/Occupier at the rate of \$100.00 per day, after the depth of the hole passes through 200 metres this daily rate applies over and above the initial rate.
	\$400.00	Per reverse circulation drill hole. If the exploration hole is commenced as a reverse circulation hole and is then changed over to a diamond drill hole, then the drill hole will be deemed a diamond drill hole for compensation purposes, with the 200 metre daily rate also applying.
	\$125.00	Per air core drilling hole
	\$6.50	Per hole drilled by rotary air blast
	\$6.50	Per auger hole
Costeaming	\$2.50	Per square metre of land surface disturbed including the hole, the area covered by spoil and the area disturbed by the tracks of wheels of the excavator
Bulk Sampling	\$2.50	Per square metre of land surface disturbed including the hole, the area covered by spoil and the area disturbed by the tracks of wheels of the excavator
Track Clearing	\$325.00	Per kilometre of grader or bulldozer constructed tracks for vehicles
	\$100.00	Per kilometre of new vehicle tracks not requiring construction
	\$25.00	Per kilometre for usage of existing tracks
Dust nuisance	\$325.00	Per annum when exploration is conducted within the Property.
Backhoe Trenching		
Ditch-Witch Channelling		

OR,

DAILY RATES (exclusive of GST)

Drilling	\$100.00	Per person on the Property for the purpose of drilling, per day
Interference with stock	\$200.00	Per hour being the standard rate of a property manager

SCHEDULE C: EQUIPMENT

The Explorer is to provide the Owner/Occupier detailed specifications of its proposed methods of Prospecting prior to carrying out any Prospecting in the Prospecting Area including specifications of:

- (a) Methods of prospecting (digging, drilling, mapping, geographical surveys, etc);
- (b) All prospecting equipment and vehicles to be used including transportation machinery;
- (c) Any substances to be introduced in drill holes;
- (d) Length and dimensions of drilling;
- (e) Weight of vehicles and transportation machinery utilising the Paths of Entry; and
- (f) Specify any aircraft that are to be used during the exploration, including times of use.
- (g) Any other information that the Owner/Occupier should reasonably be made aware of.

ANNEXURE A: MAP OF PROPERTY

This must detail:

- Paths of entry
- Paths of prospecting – ie explicitly where prospecting machinery will travel and prospecting activity will occur
- The location of any bore holes or earth works
- The deployment of equipment specified in the schedule of equipment.
- The explorer must have a detailed line location map available, with a copy provided to the landholder. Discuss the map with the landholder and identify any particular problems such as entry points, buried water pipes, contour banks, farm dams, levee banks, irrigation channels, shade clumps, erosion prone land, and position of gates and fences. Particular attention should be paid to sensitive areas, stock movements and calving or lambing periods.
- If available, an aerial photograph of the area should be provided to the landholder.

ANNEXURE B: OPTIONAL CLAUSES WHICH MAY BE USED IN SPECIFIC CIRCUMSTANCES

- This document provides additional detail to which the parties may draw upon when developing an access agreement.
- For the purposes of compliance, this document must be read in conjunction with the access agreement.

The Explorer is to have an operational plan to ensure effective implementation of the Access Agreement.

Use a detailed line map to identify sensitive areas

- All personnel of the Explorer/ Prospector must have a copy of and refer to the Map as detailed in Annexure A

Be aware of stock and cropping priorities

- Study stock movements and habits. Do not disturb stock, particularly during lambing and/or Do not leave geophysical cables run out overnight in areas where stock are running. If it is necessary to leave wires run out overnight, arrangements should be negotiated with the occupier, in advance, to remove stock from the area at a mutually convenient time.
- Do not leave valuable equipment out where stock are grazing as it may be damaged
- Understand that land is the livelihood of farmers and graziers. Be sensitive to any disturbance to stock and crops that may affect agricultural yields.
- It is recommended that equipment be removed from paddocks containing stock so that damage to equipment does not occur.

Clean vehicles for weed and disease prevention

- Be aware of the problems associated with vehicles carrying noxious weeds and possible plant and livestock diseases. Take all agreed and other practicable measures to minimise risk of exotic weed and disease introduction.
- Required cleaning measures may include cleaning radiator airways, underbody of vehicle and tyres before entry into a property to minimise the risk of infectious material or weed seeds being carried in mud, etc which may become dislodged on the property. Also be aware of landholder concerns over livestock diseases and any quarantined properties or areas in the locality.
- If in doubt, check with and respect the wishes of the landholder.

Be aware of damage by vehicle movement

- When ground is wet, curtail movement of vehicles and machines which may unduly damage road or cultivation. If it is absolutely necessary to move such vehicles or machines, any resulting damage should be repaired as soon as conditions dry out.
- Drive Vehicles around contours where possible and on ridges, not along water courses or wet areas. Do not drive straight up hills or embankments.
- Limit the number of vehicles driven on the property and keep the number of vehicle trips to the work site to a minimum. Where possible keep recognized tracks.
- When not on recognised tracks, change the area of vehicle traffic regularly so as not to destroy vegetation
- When removing bogged vehicles, backfill all holes and trenches and notify landowner.
- Do not drive tracked equipment straight down the centre of any track or road. Drive alongside or straddle wheel tracks. Determine the best place to turn with minimum damage to the road before turning.
- Ensure vehicles observe moderate speed to minimise dust, noise and stock disturbance.
- Ensure the landholder is informed when heavy mobile equipment will be entering and leaving the property.

Access tracks and tracks and trenches for mineral exploration

- If tracks have to be made, they should be surveyed and drained and, preferably, constructed with the help and advice of the owner.
- Understand the water flow and catchment before making any trench.
- When digging trenches, separate topsoil and subsoil for backfilling.
- Refill trenches as soon as possible after completion. Where water is likely to run along trenches, construct contour banks to divert water from flow from trench. Re-seed on completion, and fence off from stock if necessary.
- Marker pegs should be of a nature and positioned where they are not likely to cause injury to stock or hinder farm machine movement.

In those cases where necessary

- At all times, the religious beliefs of the landholder must be respected.
- Discuss plans and patterns with owner so as to minimise number of paddocks being used at any time and to establish best order and siting of drilling. Conform to any timetable that may be arranged with the landholder for the movement of stock from work areas.
- Companies exploring for minerals should, wherever possible, be flexible as to the positioning of bores in order to reduce to a minimum the destruction of vegetation, surface disturbance and inconvenience to the landholder.
- Backfill all holes and ram tight at surface when completed.
- Drill one area at a time and, as far as possible, in the one paddock at any time.
- Explorer must notify the landholder if water is found

Properly Manage the Environment

- Erosion on survey lines should be minimised where appropriate by the prompt construction of check banks and/ or spur drains.
- Particular care should be taken in catchments to prevent contamination or siltation of farm dams.
- Have the exploration crews carry rubbish containers and avoid littering of any sort at all times.
- Do not use drilling sumps for rubbish disposal.
- Under no circumstance should chemicals, oil or their containers, be dumped into surface or underground water systems.
- The width of clearing for lines, especially in timber clumps and tree belts, should be kept to a minimum where possible. Lop branches rather than fell trees.
- During a “Bushfire Danger” period, carry a knapsack spray filled with water or approved extinguisher with all internal combustion engines. Do not use grinders or welders in the open.
- During times of “Total Fire Ban”, movement must be restricted to those vehicles fitted with spark arresters, or as advised by the Rural Fire Service.
- Liaise with local fire authorities and observe their operation procedures.
- Maintain fire-fighting equipment in readiness at all times.
- Do not burn anything in the open between October and March without obtaining a permit (from local bushfire brigade captain).
- Ensure that all internal combustion engines are maintained to minimise risk of bushfire ignition.

On Completion of access clean up work area

- Remove all pegs, stakes, measuring strings and wires etc when job is completed.
- Undertake agreed restoration without undue delay and pay any agreed compensation promptly.
- Offer to seed down any areas of activity where vegetation has been damaged by exploration activity.
- Equipment or materials should not be abandoned without specific approval of the landholder.
- Invite the landholder to inspect the work area when each section of the project is finished so that any problems can be discussed.