Tour Operators Permit Application

## How it works

* This permit application (Application) is used by Tour Operators to obtain a permit to conduct tours at the Sydney Harbour Federation Trust (Harbour Trust) sites of Cockatoo Island / Wareamah Sydney Harbour, North Head Sanctuary Manly, Middle Head / Gubbuh Gubbuh Mosman or Sub Base Platypus North Sydney (Site).
* This Application needs to be submitted for approval at least 10 Business Days in advance of the first tour taking place.
* This Application is for Volunteer Tour Operators and Commercial Tour Operators.
* This Application allows You to seek approval for an individual tour (i.e. one tour only) or regular tours (more than one tour) on ONE Harbour Trust site. To apply for tours on multiple Harbour Trust sites, separate applications will need to be submitted per Harbour Trust site.
* The Harbour Trust will assess Your Application based on the information provided and any accompanying documentation.
* Bookings are not confirmed until You have received a booking confirmation email containing a signed permit from the Harbour Trust.
* All Tour Operators are subject to General Terms and Conditions and any other terms and conditions as advised by the Harbour Trust from time to time. Please find a copy of the General Terms and Conditions below.
* Capitalised terms used, shall have the meanings assigned to such terms in the Application or General Terms and Conditions.

## How to apply

* Please complete this Application and submit via email to tours@harbourtrust.gov.au.
* Upon submitting this Application, You will receive a response in 5 Business Days.

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| 1. APPLICANT DETAILS
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| NATURE OF TOUR OPERATION:  | [ ]  Commercial Tour OperatorAn operator who receives payment for leading tours. | [ ]  Volunteer Tour OperatorAn operator who does not receive payment for leading tours. |
| ORGANISATION (if applicable): | Click to enter text. | ABN/ACN: | Click to enter text. |
| POSTAL ADDRESS: | Click to enter text. |
| CONTACT NAME: | Click to enter text. | POSITION: | Click to enter text. |
| PHONE NUMBER: | Click to enter text. | MOBILE NUMBER: | Click to enter text. |
| EMAIL: | Click to enter text. | WEBSITE: | Click to enter text. |

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| 1. TOUR DESCRIPTION
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| Please tick the boxes that best describe the group(s) who will be attending Your Tour(s): |
| [ ]  Early Learning / Childcare Group[ ]  Primary School Group[ ]  Secondary School Group[ ]  Tertiary Group  | [ ]  Corporate Group[ ]  Community Group[ ]  Other (please specify):Click to enter text. |

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| 1. HARBOUR TRUST SITE
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| Please tick the box to indicate the Harbour Trust site where you are applying to lead tours. Please select ONE box only: [ ]  Cockatoo Island / Wareamah, Sydney Harbour [ ]  North Head Sanctuary, Manly[ ]  Middle Head / Gubbuh Gubbuh, Mosman [ ]  Sub Base Platypus, North SydneyNB: If you wish to lead tours on multiple Harbour Trust sites, you will need to complete a separate application per site. |
| 1. HARBOUR TRUST PURPOSE
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| The purpose, objectives and values of the Harbour Trust can be found on our website: <https://www.harbourtrust.gov.au/about-us/our-purpose/>. |
| Please describe how Your Tour(s) will impact on the purpose and objectives of the Harbour Trust:Click here to enter text. |
| Please describe how Your Tour(s) will avoid any risks to the reputation of the Harbour Trust:Click here to enter text. |
| 1. NUMBER OF TOURS
 |
| Are you applying to lead an individual tour (i.e. one tour only) or regular tours (i.e. more than one tour):[ ]  Individual Tour (one tour ONLY) (Please complete Section 6)[ ]  Regular Tours (more than one tour) (Please complete Section 7) |

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| 1. DETAILS OF INDIVIDUAL TOUR
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| NAME OF TOUR: |  |
| TOUR INFORMATION: | **DATE:** (Excluding public holidays) | Click to enter a date. | **START TIME:** | Click or tap to enter a time. |
| **TOUR DURATION:** | Click here to enter text. | **NUMBER OF PATRONS: (MAX. 15 for North Head; MAX. 30 for all other sites)** | # |
| TOUR LEADER: | **NAME:** | Click here to enter text. | CONTACT PHONE NUMBER: | Click here to enter text. |
| ADDITIONAL TOUR LEADER (if applicable): | **NAME:** | Click here to enter text. | CONTACT PHONE NUMBER: | Click here to enter text. |
| Please describe the topic/s covered on this tour:Click here to enter text. |

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| 1. DETAILS OF REGULAR TOURS
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| NAME OF TOUR: | Click to enter text. |
| TOUR INFORMATION: | **HOW MANY TOURS ARE YOU SEEKING TO RUN:** | [ ]  2 – 4[ ]  5 – 7[ ]  8 – 10 [ ]  More than 10 (Please specify) Click or tap here to enter text. |
| **TOUR DATES:**  | Please list all proposed tour dates below: Click or tap here to enter text. |
| **START TIME:**  | Click or tap to enter a time. |
| **TOUR DURATION:** | Click here to enter text. | **NUMBER OF PATRONS:****(MAX. 15 for North Head; MAX. 30 for all other sites)** | # |
| TOUR LEADER: | **NAME:** | Click here to enter text. | CONTACT PHONE NUMBER: | Click here to enter text. |
| ADDITIONAL TOUR LEADER (if applicable): | **NAME:** | Click here to enter text. | CONTACT PHONE NUMBER: | Click here to enter text. |
| Please describe the topic/s covered on this tour:Click here to enter text. |

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| 1. REFERENCES
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| Please provide the details of TWO to THREE recent references.  |
| DETAILS FOR FIRST REFERENCE |
| REFEREE NAME: | Click or tap here to enter text. |
| ORGANISATION (if applicable): | Click or tap here to enter text. |
| CONTACT NUMBER: | # |
| EMAIL ADDRESS: | Click or tap here to enter text. |
| DETAILS FOR SECOND REFERENCE |
| REFEREE NAME | Click or tap here to enter text. |
| ORGANISATION (if applicable): | Click or tap here to enter text. |
| CONTACT NUMBER | # |
| EMAIL ADDRESS | Click or tap here to enter text. |
| DETAILS FOR THIRD REFERENCE |
| REFEREE NAME | Click or tap here to enter text. |
| ORGANISATION (if applicable): | Click or tap here to enter text. |
| CONTACT NUMBER | # |
| EMAIL ADDRESS | Click or tap here to enter text. |

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| 1. DOCUMENTATION REQUIRED
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| The Harbour Trust requires each of the following documents to be included with this Permit Application: * Public Liability Insurance (Certificate of Currency – AUD$20 million minimum coverage noting the “Sydney Harbour Federation Trust” as an interested party)
* A completed Site Induction Form (Note: forwarded as a separate document by the Harbour Trust prior to the Tour Start Date)
* Risk Assessment
* Map of Proposed Tour Route
* First Aid Certificates for all Tour Leaders
* Working with Children Check/s for all Tour Leaders
* Copies of all proposed tour notes, handouts, flyers, information sheets and other relevant tour content
* Copies of all marketing and /or promotional materials

Please email a copy of all documents, along with this Form, to tours@harbourtrust.gov.au.  |
| ADDITIONAL DOCUMENTS (for tours above 10 pax): |
| [ ]  Copies of relevant qualifications, experiences, industry accreditation and / or awards of all Tour Guides |

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| 1. FEES AND CHARGES
 |
|  | Volunteer Tour Operator | Commercial Tour Operator |
| Individual Tour | Regular Tours | Individual Tour | Regular Tours |
| OPERATOR FEE  | $0 | $0 | $250 | $250 per tour |
| PATRON USE FEE | $0 | $4.00 per adult$2.00 per concession/child | $5.00 per adult$2.50 per concession/child | $4.00 per adult$2.00 per concession/child |
| ADMINISTRATION FEE (non-refundable) | $0 | $100  | $150 | $200 |
| TOTAL | $0 | From $200 | From $400 | From $450 |

**PLEASE NOTE**

* A non-refundable Administration Fee is included in the Fees and Charges listed above.

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| 1. CANCELLATIONS
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| Cancellations may occur by emailing tour@harbourtrust.gov.au. Refunds will be offered for cancellations if notification of the cancellation is received in writing at least 7 Business Days prior to the Tour Date. All refunds will be subject to the Administration Fee outlined in section 10. Refunds will not be available for Commercial Tour Operators who have conducted or intend to conduct Regular Tours, as detailed in this Application. |

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| 1. PAYMENT
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Both Volunteer and Commercial Tour Operators are to complete the following payment details.

Please note American Express cards are not accepted.

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| CREDIT CARD  |
| NAME ON CARD: | Click to enter text. |
| CREDIT CARD TYPE | [ ]  Mastercard | [ ]  Visa |  |
| CREDIT CARD NUMBER: | Click to enter text. | EXPIRY DATE | Click to enter a date. |
| TOTAL AMOUNT | $ Click to enter text. |
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| DECLARATION |
| * I authorise my credit card to be charged with the Fees and Charges that apply in section 10.
* I am aware that the supplied credit card details may also be used to reimburse the Harbour Trust for any damages, cleaning and / or rubbish removal required due to my Tour. The Harbour Trust will advise before charging the card for this purpose.
 |
| CARDHOLDER’S SIGNATURE: |  | DATE: | Click to enter a date. |

## Collection and use of personal information

* The information provided in this Form will enable Your Application to be assessed by the Harbour Trust and any relevant Commonwealth Government Agency.
* By completing this Application, You agree to provide the Harbour Trust with personal information about You, which means that Your identity is apparent or can be reasonably ascertained.
* The Harbour Trust complies with the Australian Privacy principles under the *Privacy Act 1988*. More information on how we manage privacy is available via the Harbour Trust Website.

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| I have read, acknowledge, and agree to comply with Tour conditions imposed by the Harbour Trust and the General Terms and Conditions as updated from time to time: |
| APPLICANT NAME: | Click to enter text. | APPLICANT SIGNATURE: |  | DATE: | Click to enter a date. |

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| On behalf of the **Sydney Harbour Federation Trust:** |
| NAME: | Click to enter text. | SIGNATURE: |  | DATE: | Click to enter a date. |

## General Terms and Conditions

### Right to Conduct Tours

1. Subject to the payment of the Fees and Charges, acceptance of the Documents by the Harbour Trust and receipt of an executed permit, You will be permitted to conduct the Tour(s) at the Site on the approved Tour Date(s).
2. You remain subject to these General Terms and Conditions and any other terms and conditions as advised by the Harbour Trust from time to time.
3. The Harbour Trust reserves the right to close the Site, without warning, at any time. Please note it is Your responsibility to check the Site is operational prior to Your intended visit.
4. The Permit does not warrant exclusive use of the Site and restriction by You of public use and / or access to the Site.
5. The Permit is not transferable, nor assignable.

### Conducting of Tours

1. You must conduct the Tour in an orderly manner and in full compliance with all laws, regulations and policies, including but not limited to the *Work Health and Safety Act 2011*, applicable smoking legislation, the *Food Act 2003*, the *Sydney Harbour Federation Trust Act 2001*, Sydney Harbour Federation Trust Regulations 2021 (which can be found at harbourtrust.gov.au) and any Harbour Trust policies and procedures as advised and updated from time to time.
2. You must make Your own enquiries in relation to the suitability of the Site for Your Tour. The Harbour Trust makes no representation nor gives any warranty that the Site will be suitable for the Tour, nor will the Harbour Trust be required to provide or procure any additional goods or services, which might be necessary for the Tour.
3. You must ensure no damage is caused to the Site by You and / or Your Tour patrons when conducting Tours. Any damage to the Site (including but not limited to buildings, heritage sites, flora and fauna, or walkways) by You or Your patrons will be restored by the Harbour Trust, to the Harbour Trust’s satisfaction, at Your cost. Any outstanding cost will be a debt due to the Trust from You.
4. Noise from the Tour must not disturb or inconvenience any other event(s), visitors, commercial or residential tenants of the Site. You will not operate nor be permitted to operate any apparatus or device for the amplification of music, announcements or other sounds without Harbour Trust approval. In the event approval is granted, the apparatus or device for the amplification of music, announcements or other sounds must not be used to a degree which causes nuisance, in the opinion of the Harbour Trust. Tour Operators may only provide guided tours on the date/s and time/s indicated on this application form to a maximum of 15 patrons for North Head Sanctuary or 30 patrons for North Head Sanctuary. Tour Operators may not conduct Tours outside of these days or on a Public or Bank Holiday.
5. You must not impede or disrupt Harbour Trust led guided tours. You must give priority to all Harbour Trust led guided tours, Harbour Trust staff and other Harbour Trust visitors.
6. You must not hold items above Your head to signal a position to a group (for example flags, poles and umbrellas), as this can disrupt the experience of Harbour Trust visitors.
7. To ensure the safety of all visitors and Harbour Trust staff, at the discretion of the Harbour Trust, any person who appears intoxicated, disruptive or displaying consistently unsafe behaviour, may be asked to leave the Site by Harbour Trust Rangers and / or Security.
8. You must not, at any time, access parts of the Site that are restricted (examples include areas that are locked or enclosed with barrier fencing or caution tape).
9. It is Your sole responsibility to ensure Your patrons engage in safe and respectful behaviour while visiting the Site. It is strongly recommended that You save the Harbour Trust Ranger / Security contact details in Your telephone in case of an emergency.
10. It is also Your sole responsibility to ensure You and Your staff have current First Aid Certificates and report first aid incidents to Harbour Trust Rangers and / or Security.

**Tour Content, Tour Materials and Marketing Materials**

1. The Harbour Trust claims no responsibility for the quality and accuracy of content provided by Tour Operators to their patrons. All Tour Operators must state the following disclaimer (amended to include Tour Operator’s name) in all Tour Content, and as an announcement to Your patrons, prior to conducting the Tour:

*Disclaimer: The Sydney Harbour Federation Trust (Harbour Trust) is an Australian Government agency established in 2001, to preserve and rehabilitate several sites, including Cockatoo Island. The Harbour Trust is in no way affiliated with (insert tour operator name) and does not endorse (insert tour operator name) tour, or information shared. The Harbour Trust does not accept any liability associated with (insert tour operator name) or accuracy of the information shared.*

Copies of all Tour Content showing evidence of the disclaimer, is to be provided to the Harbour Trust for approval along with this Application. The Harbour Trust reserves the right to alter or seek the deletion of Tour Content, at its discretion.

1. The Harbour Trust does not provide any information and / or materials to Tour Operators, for Tour purposes. Tour Operators are only able to use information that is publicly accessible on the Harbour Trust Website or included in publicly accessible Harbour Trust documents.
2. All marketing and promotional materials relevant to the scheduled Tour (including, but not limited to, booking information, print advertisements and social media advertisements), must be provided to the Harbour Trust for approval with this Application. The Harbour Trust reserves the right to alter or seek the deletion of marketing and promotional materials, at its discretion.

### Indemnity and insurance

1. The Harbour Trust does not take responsibility for loss, theft, cost, expense, or damage arising directly or indirectly from the Tour or use of the Site.
2. You indemnify and keep indemnified the Harbour Trust against any damage, expense, loss, or liability suffered or incurred by the Harbour Trust, arising from or connected to Your use of the Site and / or conduct of the Tour.
3. You indemnify and keep indemnified the Harbour Trust against any claims or liability the Harbour Trust incurs due to injury or death to persons or damage to property arising from or connected to Your use of the Site and / or conduct of the Tour.
4. Your liability pursuant to the indemnities given above shall be reduced to the extent that the negligence of the Harbour Trust contributed to the damage, injury or death.
5. You must effect and maintain Public Liability Insurance, on terms as detailed in section 6, for the duration of the scheduled Tour Date(s).
6. The Harbour Trust will not be liable for any costs or losses incurred by You as a result of wet or adverse weather.

### General Matters

1. You must comply with all directions of the Harbour Trust in Your use of the Harbour Trust site and the conduct of the tour including directions regarding security, work health and safety.
2. The Harbour Trust reserves the right to cancel this permit at any time, at its sole discretion.
3. Cancellations of Tours may occur by emailing tours@harbourtrust.gov.au. Refunds will be offered for cancellations if notification of the cancellation is received in writing at least 7 Business Days prior to the Tour Date. Refunds will be subject to an Administration Fee, as detailed in section 10 of this Application. Refunds will not be available for Commercial Tour Operators who have conducted or intend to conduct a another Tour, detailed in this Application.
4. All changes to Tour Details (for example Tour leader, number of participants, Date of Tour) must be notified via email to tours@harbourtrust.gov.au, at least 4 Business Days prior to the scheduled Tour Date.
5. Parking at Harbour Trust Venues is limited and unreserved. To avoid fines, please ensure Your vehicle(s) are legally parked in allocated parking spaces.
6. On the day of Your attendance at a Harbour Trust site, Tour leaders and Tour Operator employees are required to sign in and sign out at the Rangers / Security Office. All crew must be identifiable either by uniforms, wristbands or lanyards.
7. Tour Operators, including all Tour Leaders, must complete and return the signed Site Induction form (detailed in section 9), prior to the Tour.
8. If the Harbour Trust requires You, Your employees, contractors, agents, and / or guests to hold Working with Children Checks, You must provide the Harbour Trust with evidence of this prior to the Tour Date.
9. Any breach of the permit’s terms and conditions may result in the cancellation of Your Tour(s), a ban from future tours on Harbour Trust sites and / or the issuance of an Infringement Notice by Harbour Trust Rangers and / or Security.
10. In this Application:
	1. ‘Business Days’ means a day that is not a Saturday, Sunday or any other day which is a public holiday or a bank holiday in New South Wales;
	2. ‘Documents’ means the documents detailed in section 9 of this Application to be provided to the Harbour Trust before the First scheduled Tour Date;
	3. ‘Fees and Charges’ means the Fees and Charges detailed in section 10 of the Application;
	4. ‘Harbour Trust Website’ means the Harbour Trust website which is accessible via [www.harbourtrust.gov.au](http://www.harbourtrust.gov.au);
	5. ‘Harbour Trust’ means the Sydney Harbour Federation Trust;
	6. ‘Infringement Notice’ means an infringement notice issued under the Sydney Harbour Federation Trust Act 2001 or Sydney Harbour Federation Trust Regulations 2021;
	7. ‘Site’ means Cockatoo Island / Wareamah and includes all Locations requested and approved in section 5 of this Application;
	8. ‘Tour Date’ means the tour(s) date(s) as approved by the Harbour Trust, detailed in this Application;
	9. ‘Tour’ means the tour(s) as approved by the Harbour Trust, detailed in this Application;
	10. ‘Tour Content’ means all tour content including but not limited to tour notes, flyers, information sheets and handouts;
	11. ‘Tour Operator’ means any sole trader, partnership, company, trust or other business entity that conducts tours for the purposes of education and / or enjoyment voluntarily or commercially, independent of the Harbour Trust. ‘Tour Operators’ shall have a corresponding meaning; and
	12. ‘You’ means the Applicant detailed in section 1 of the Form. ‘Your’ shall have a corresponding meaning.

### Additional site-specific terms and conditions

### Cockatoo Island, Sydney Harbour

1. Passengers may disembark at the nominated public wharves, but private water transport must not interfere with public ferries or other vessels using these wharves. Short-term berthing for vessels up to six metres is available for hire on Cockatoo Island. Please visit [cockatoomarine.com.au](http://www.cockatoomarine.com.au/) for more details. Vessels may not wait or berth at the public wharves under any circumstance to prevent interference with other users. Fines may apply.
2. Cockatoo Island contains trip hazards and stairs, and a steep incline to the plateau of the Island. A 3 metre exclusion zone exists along the cliff face. The Applicant must make own arrangements to get around the Island.
3. Fishing on Cockatoo Island, including on public wharves, is not permitted.

**North Head Sanctuary, Manly**

1. The Location is home to an endangered population of the Long-nosed Bandicoot, which is a small nocturnal marsupial. Protection of these species provides responsibilities for both visitors and residents of the Location. The Permit Holder must:
	1. Be aware of these threatened and other species;
	2. Other animals are not permitted;
	3. Ensure all vehicles are legally parked in allocated parking spaces;
	4. Bandicoots are active after dark and may be under cars or on roads. Please check around cars before driving, take care and drive slowly in and out of the North Head. Please adhere to all signage;
	5. Report any sightings of foxes, stray cats or dogs to NPWS (9977 6732 – office hours)
	6. Report any injured or dead bandicoots to NPWS (9977 6732 – office hours)
2. Bush or grass fires are a key site hazard at North Head Sanctuary. If there was an emergency on the day of or during Your Activity, raise the alarm by calling Triple 000 (000) or contacting Harbour Trust Rangers/Security. Follow all directions by authorities.
3. The site will be closed on days when there is a Catastrophic Fire Danger Rating in place and bush tracks from an Extreme Rating and above.
4. Please note the NPWS gate on North Scenic Drive is open 06:00-18:00 during winter months and 05:00-20:30 during summer months.
5. Guide to guest ratio of 1:15 is applicable. Groups should be spaced 25-50 metres apart.
6. Always stay on marked trails, adhere to Leave No Trace principles.
7. If entering 3rd Quarantine Cemetery people must be single file at all times and not step off the marked pathways.

### Middle Head / Gubbuh Gubbuh, Mosman

1. Public access to the circular stone platform, walkway, steps and gun emplacements must be maintained at all times. Activities may not take place on the circular stone platform.
2. The Permit Holder is prohibited from covering the grills at Georges Heights Lookout.
3. Always stay on marked trails, adhere to Leave No Trace principles

**Sub Base Platypus, North Sydney**

1. The High Street carpark is open daily from 07:00 to 21:00. Visitors, including Tour Operators, are permitted to park their vehicles for a maximum of 3 hours per day. A valid ticket is required and parking fares apply.
2. Electric vehicle charging is permitted with a valid ticket for the duration of your stay.
3. Berthing of vessels is subject to the following conditions:
	1. Recreational vessels may occupy the nearby North Sydney Ferry Wharf for up to 5 minutes for the purpose of dropping off and picking up passengers; however, they must give way to timetabled services.
	2. Commercial vessel operators must apply for a Commuter Wharf Permit from Transport for NSW (TfNSW) in order to use North Sydney Ferry Wharf and other commuter wharves.
4. Fishing, including on public wharves, is not permitted.