

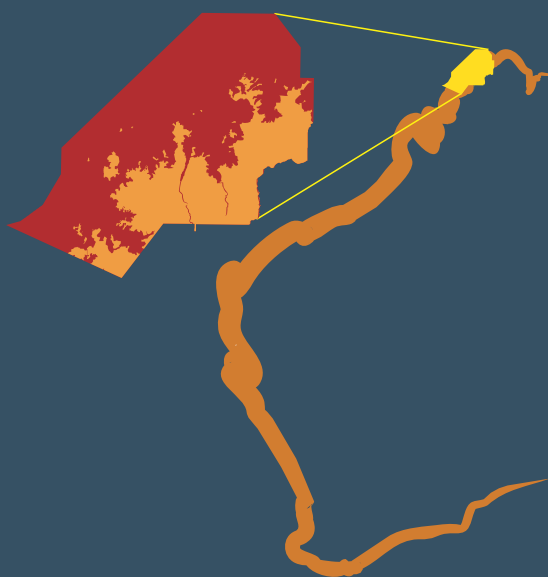


*Uunguu*  
*Wunambal Gaambera Country*  
UUNGUU COAST, KIMBERLEY, WESTERN AUSTRALIA



# Uunguu Tour Operator Terms and Conditions

03 April 2018



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# 1. Definitions

## Definitions

In these WGAC Tour Operator terms and conditions:

“Air Operators Certificate” means an approval granted under section 27 of the Civil Aviation Act 1988 (CTH);

“Berth” means each of the berths, beds or seats that comprise the Licensed Passenger Capacity of a Tour Transport Unit or in the case of a Bushwalking tour each of the places that comprise the Bushwalking Group Capacity;

“Bushwalking” is the OnLand Activity walking tour including camping conducted by an Uunguu Tour Operator within Bushwalking Corridors;

“Bushwalking Corridors” are the corridor areas designated on Map 3 attached and include Visitor Locations situated within each corridor area;

“Bushwalking Group” and “Bushwalking Group Capacity” is the maximum number of Berths consistent with clause 5.2 that comprise an Uunguu Tour Operator's Bushwalking tour group;

“Capacity Reconciliation” means a statement certified by a practising accountant listing the number of occupied passenger Berths for all Voyages, Flights or Trips in the period 1 January to 31 October each year in a form and together with such supporting documentation as may be required by WGAC from time to time;

“Contamination” is the state of being contaminated as that term is defined in the CSA;

“CSA” means the Contaminated Sites Act 2003 (WA);

“Environmental Harm” has the same meaning as that term is defined in the Environmental Protection Act 1986 (WA);

“Exclusive Wunambal Gaambera Country” means the land including islands marked red on Map 1 attached;

“Gural Transit Voyage” means a two day one way voyage that only involves transiting from or to Dambimangari Country to or from Mitchell Plateau Airstrip Visitor Location VL41 via Prince Frederick Harbour Visitor Locations VL15-19 and Punamii-Uunpuu VL2;

“IUCN” means the International Union for the Conservation of Nature;

“Licensed Passenger Capacity” means for each Tour Transport Unit the total number of Berths available for paying passengers to occupy licensed by the relevant Transport authority;

“NTA” means the Native Title Act 1993 (Cth);

“Ngauwudu” and “Ngauwudu (Road) Zone” means that part of Wunambal Gaambera Country between King Edward River and Mitchell River described as Ngauwudu (Road) Zone on map 2;

“OnLand Activity” means any tour activity safely conducted by an Uunguu Tour Operator at a Visitor Location accessing and viewing cultural, historical, natural site(s), objects or place(s), trail walking, bird watching, picnicking in accordance with these terms and conditions and includes Bushwalking if conducted within a Bushwalking Corridor;

“Passenger” means each and every person, other than the Tour Operator's Crew, who occupies a Berth on a Tour Transport Unit or in a Bushwalking Tour Group and has the tour opportunity, whether taken or not, to visit any Visitor Location in a relevant Tour Zone within Exclusive Wunambal Gaambera Country;

“Pollution” means anything that is Pollution within the meaning of the Environmental Protection Act 1986 (WA), which is not authorised under any legislation;

“RBA Cash Rate” means the cash rate target (or the lowest rate in the range, if a range is applicable) set from time to time by the Reserve Bank of Australia as the Cash Rate Target and published by the Reserve Bank of Australia on its website from time to time;

“Secure Page” means the web page at [www.wunambalgaambera.org.au](http://www.wunambalgaambera.org.au) that provides each Uunguu Tour Operator secure and unique access to purchase Voyage UVPs, lodge reports and receive WGAC notifications relevant to these Terms and Conditions;

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“Tour Group” means individually and or collectively the Uunguu Tour Operator, Tour Operators Crew, Passenger and Visitor;

“Tour Operator” means a person who holds a relevant Western Australian tour operator's licence and tour transport unit licence(s) and makes application to WGAC for registration as an Uunguu Tour Operator;

“Tour Operators Crew” means the Uunguu Tour Operator's directors, staff, employees, guides, contractors and agents who operate the Tour Transport Unit, conduct tours to Visitor Locations for Passengers from the Transport Unit, or manage, market and promote the Tour Operator's tour business;

“Tour Transport Unit” means a single dedicated tour conveyance that is either: a vessel (including its tenders and on-board helicopter) licensed by the appropriate marine transport authority, a vehicle licensed under an omnibus licence, or airplane or helicopter operated in accordance with an appropriate air operator's certificate;

“Uunguu Coast” is all the mainland coast, waters and islands of Wunambal Gaambera Country as on Map 2 below and includes the Uunguu Coast Zone (Wunambal), Uunguu Coast Zone (Gaambera) and Ngauwudu (Road) Zone;

“Uunguu Ranger” means Wunambal Gaambera native title holders employed as fulltime, part-time or casual rangers by WGAC or assigned by a host employer to WGAC;

“UVP Registration Certificate” means the certificate issued by Wunambal Gaambera Aboriginal Corporation to a Tour Operator verifying registration as an Uunguu Tour Operator;

“Uunguu Tour Operator” is a Tour Operator who holds a UVP Registration Certificate to operate OnLand Activities to and at Visitor Locations on Exclusive Wunambal Gaambera Country and Uunguu Tour Operator includes its owners, directors, staff, crew, customers, visitors, passengers, agents, guests, contractors and consultants;

“UVP” means the Uunguu Visitor Pass being the system by which WGAC manages the access of all visitors to Exclusive Wunambal Gaambera Country and which system requires all such visitors to hold a permit issued by WGAC in accordance with these Terms and Conditions;

“UVP Operator Fee” means the fees published as a Schedule to these terms and conditions payable by an Uunguu Tour Operator for Passengers to access Visitor Locations within relevant UVP Zones or OnLand Activities;

“Visitor”, for the purposes of these terms and conditions is a Passenger holding a UVP or covered by a Voyage UVP;

“Visitor Location” means a site or place (cultural, natural, historical) listed on the UVP Visitor Location Schedule open to visitors on authority of the Wunambal Gaambera (Uunguu) native title holders and includes an access area of 200 metre radius of the site and designated access track corridor (see Map 2 and Map 4 with co-ordinates schedule attached, and includes Bushwalking Corridors at Map 3 attached);

“Visitor Location Guide” or “Visitor Location Handbook” means the WGAC publications available in print or online by those names;

“Voyage”, “Flight” or “Trip” means a single marine Transport Unit (ship, boat, yacht or cruise vessel) transit; a single fixed or rotary wing) aircraft flight (landing and takeoff); or a single land vehicle trip (entry and exit at Munurru), through, to or within Wunambal Gaambera Country for the purpose of enabling Passengers to visit Visitor Locations;

“Voyage UVP” means the relevant UVP Operator Fee for each Voyage, Trip or Flight;

“WGAC” means Wunambal Gaambera Aboriginal Corporation ICN 3154 including members, directors, staff, employees, contractors, agents, Uunguu Rangers, volunteers;

“Wunambal” and “Gaambera” zones within the Uunguu Coast are as depicted on Map 2 below;

“Wunambal Gaambera Country” means the land and waters the subject of the native title determinations *Goonack v State of WA* [2011] FCA 516 and *Peurmora v State of WA* [2012] FCA 1334;

“Wunambal Gaambera Uunguu native title holders” are the Wanjina Wunggurr Uunguu native title holders determined in *Goonack v State of WA* [2011] FCA 516 and *Peurmora v State of WA* [2012] FCA 1334.

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## 2. Applications and Registration

### 2.1 Form of Application

A Tour Operator must:

- (a) make an online application at [www.wunambalgaambera.org.au/touroperatorsregister.htm](http://www.wunambalgaambera.org.au/touroperatorsregister.htm) to be registered as an Uunguu Tour Operator to access Visitor Locations within Wunambal Gaambera Country (Registration opens from 1 February 2017);
- (b) include in the application details of:
  - (i) each Tour Transport Unit that will be used by the Tour Operator intending to access Visitor Locations in Wunambal Gaambera Country, including, if a marine vessel, - AMSA Certificate of Operation and vessel's Certificate of Survey, if a fixed or rotary wing aircraft including any on-board helicopter, the appropriate aircraft Registration and Air Operators Certificate, and if a land vehicle the relevant State registration certificate; and
  - (ii) the Tour Operator's risk and safety management practices, procedures and or plan including emergency response and evacuation procedures for any OnLand Activities to/at Visitor Locations from the point of leaving to returning to the Tour Transport Unit including procedures for evacuating a stranded or immobilised shore party unable to return to the Transport Unit, compliant with these terms and conditions;
  - (iii) current appropriate level Eco Certification from Ecotourism Australia (<http://www.ecotourism.org.au/>) or a current Accredited Tourism Business certification under the Australian Tourism Accreditation Program (<http://www.atap.net.au/>) or recognised equivalent accreditation; or evidence demonstrating that an application for such accreditation is in process;
  - (iv) documents evidencing to the reasonable satisfaction of WGAC current insurances to adequately cover all the risks and liabilities of the tour operations. An Uunguu Tour Operator's insurance coverage must include, but is not limited to, public liability cover of at least \$20 million. Such insurance must also cover any liability arising from the indemnity provided by the Uunguu Tour Operator in clause 6.1;
  - (v) documents to demonstrate currency of required insurances coverage and Transport Unit registrations when requested by WGAC.

### 2.2 UVP Registration

- (1) WGAC will promptly advise a Tour Operator in writing as to whether an application for registration as an Uunguu Tour Operator has been approved.
- (2) If WGAC approves an application for registration as an Uunguu Tour Operator it will issue the Tour Operator an invoice for the relevant UVP Operator Fee.
- (3) The Uunguu Tour Operator must pay WGAC the UVP Operator Fee within 28 days of being issued a WGAC invoice.
- (4) Upon payment of the UVP Operator Fee on or before the due date, the Uunguu Tour Operator will be issued with UVP Registration Certificate for a period of up to but no more than 5 years, expiring no later than 31 December 2022.
- (5) WGAC may at any time issue an interim UVP Registration Certificate on such terms and conditions as it sees fit.

### 2.3 UVP Cancellation

- (1) Once registered, an Uunguu Tour Operator must, during the term of the 5 year UVP Registration:
  - (a) maintain currency and validity of:
    - (i) all relevant Transport Unit certifications;
    - (ii) risk and safety management procedures and plans;

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- (iii) appropriate Accreditation certifications;
    - (iv) insurances required by these terms and conditions; and
    - (v) appropriate level eco-certification.
  - (b) provide on request by WGAC documents evidencing the currency and validity of the certifications and insurances referred to above;
  - (c) comply with these terms and conditions; and
  - (d) pay UVP Operator Fees as and when they fall due.
- (2) WGAC may cancel a Tour Operator's registration as an Uunguu Tour Operator at any time by notice in writing for a failure to comply with the requirements of this clause, including a failure to pay UVP Operator Fees.
- (3) WGAC reserves the right to grant or refuse a Tour Operator's application for registration as an Uunguu Tour Operator to access Visitor Locations; and further if registered as an Uunguu Tour Operator, WGAC reserves the right to cancel an Uunguu Tour Operator's UVP Registration Certificate for breach of these Terms and Conditions. Such Tour Operators will no longer be welcome and must immediately vacate Wunambal Gaambera Country.

## **2.4 Registered Uunguu Tour Operator Listing on Website**

- (1) WGAC will list all current 5 Year registered Uunguu Tour Operators, unless otherwise advised by the relevant Uunguu Tour Operator, on the WGAC web page - [www.wunambalgaambera.org.au/welcome-registered-touroperators](http://www.wunambalgaambera.org.au/welcome-registered-touroperators) - using the logo and image supplied to WGAC by each registered Uunguu Tour Operator.
- (2) WGAC takes no responsibility for the accuracy or quality of any image or logo.
- (3) WGAC will if requested by an Uunguu Tour Operator remove or replace that Uunguu Tour Operator's logo and or image from the Uunguu Tour Operator Listing web page.

## **3. Access to Visitor Locations**

### **3.1 Access**

- (1) An Uunguu Tour Operator is permitted to access Visitor Locations within Wunambal Gaambera Country as described on the Uunguu Tour Operators UVP Registration Certificate.
- (2) A UVP Registration Certificate will enable an Uunguu Tour Operator access to:
  - (a) if registered for the Uunguu Coast all the Visitor Locations within the Uunguu Coast Zone (Wunambal), the Uunguu Coast Zone (Gaambera) and Ngauwudu (Road) Zone, but if utilizing the Gural Transit UVP access only to Visitor Locations listed in definition Gural Transport Voyage; or
  - (b) if registered for Ngauwudu only the Visitor Locations within the Ngauwudu (Road) Zone; or
  - (c) if registered for Bushwalking tours the Visitor Locations and areas within the Bushwalking Corridors and the Ngauwudu (Road) Zone during the period 1 July to 31 October each yearas each Zone and Corridors are depicted on maps 2 and 3 in the schedule respectively.
- (3) An Uunguu Tour Operator registered in accordance with clause 3.1(a) above, must not access any part of Exclusive Wunambal Gaambera Country (see Map 1 in the schedule) that is not a Visitor Location (see maps 2 and 4 in the schedule attached).
- (4) An Uunguu Tour Operator registered in accordance with clause 3.1(b) above must not access any part of Exclusive Wunambal Gaambera Country (see Map 1 in the schedule) that is not a Visitor Location within Ngauwudu (see Maps 2 and 4 in the schedule attached).
- (5) An Uunguu Tour Operator, other than if registered to conduct Bushwalking tours in Bushwalking Corridors under clause 3.1(c) above, must not camp anywhere in Exclusive Wunambal Gaambera Country other than in a designated camp site. The designated camp sites are at Munurru and Mertens Creek (see Maps 2 and 4 in the schedule attached).

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### 3.2 Aboriginal Reserves and National Parks

- (1) WGAC, as the exclusive holder of the lease covering all of Aboriginal Reserve 24705 to the low water mark permits Uunguu Tour Operators to access Visitor Locations situated within the lease in accordance with these Terms and Conditions but no other places within the lease; and
- (2) An Uunguu Tour Operator acknowledges that, subject to clause 3.2 (1), the UVP does not constitute consent of the relevant Minister to enter Aboriginal Lands Trust land within Wunambal Gaambera Country. An Uunguu Tour Operator must provide its Uunguu Tour Operator Certificate to the relevant State Government Department to be granted a permit or "T" class licence.

## 4. UVP Operator Fee

### 4.1 Fees Payable

An Uunguu Tour Operator must pay to WGAC the relevant UVP Operator Fees as set out in and in accordance with clause 10 and Schedule 1 for the Zone or OnLand Activity in accordance with its UVP Registration Certificate.

### 4.2 Gural Transit Voyage

An Uunguu Tour Operator that is only undertaking a Gural Transit Voyage as part of the Uunguu Coast registration is only required to pay the UVP Operator Fees specified in Schedule 1 for a Gural Transit Voyage.

### 4.3 Not Refundable

A UVP Operator Fee purchase is not refundable or transferable as to any other person or date in any circumstance or any portion held in credit for later use, save as provided for in clause 10.

## 5. Passengers

### 5.1 Compliance with Terms and Conditions

- (1) An Uunguu Tour Operator must use reasonable endeavours to ensure that each of its Passengers complies with these Terms and Conditions.
- (2) An Uunguu Tour Operator is to ensure that their Tour Group(s) comply with any local directions as to maximum visitor numbers at any one time at a Visitor Location provided by either WGAC signage, in the Visitor Location Handbook/Guide or in an emergency given verbally by an Uunguu Ranger responding to a site management issue.

### 5.2 Tour Guide/Passenger Ratio

An Uunguu Tour Operator must ensure at all times that a Tour Group accessing Wunambal Gaambera Country must comprise the ratio of one Leader for every eight Passengers.

### 5.3 Passengers Information, Safety and Environment

- (1) An Uunguu Tour Operator must ensure both their personnel and Passengers are made aware and respect that the tour is accessing Country (land and sea) voluntarily protected as the Uunguu Indigenous Protected Area and managed by WGAC to IUCN standards and that plants, animals, cultural objects (rock art, stone arrangements, middens), and any other nonliving objects (including but not limited to human skeletal remains, shells, driftwood, sand, rocks, historical items) are not moved, collected or removed from Wunambal Gaambera Country.
- (2) An Uunguu Tour Operator must ensure each and every person in their Tour Group:
  - (a) is familiar with the general warnings and terms and conditions (</visitors/termsandconditions.htm>) for Visitors to Wunambal Gaambera Country;
  - (b) is provided an adequate excursion briefing, approved by WGAC, prior to entering a Visitor Location;

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- (c) comprises the leader/passenger ratio in clause 5.2 and is led by a suitably experienced designated Tour Leader responsible for safe conduct of the Tour Group;
- (d) uses designated or marked access point(s) to each Visitor Location and approaches each Visitor Location by the designated route (refer Visitor Location Guide) or marked trail as appropriate;
- (e) does not deviate from designated routes and walk trails and utilises viewing points and platforms where provided or marked and keeps within the 200 metre radius of the Visitor Location site or access track;
- (f) has adequate physical capacity (including the tour leader/s) and that passengers and leaders wear closed stout footwear to safely negotiate walk trails and access Visitor Locations;
- (g) takes care at each cultural Visitor Location not to touch or brush against any artwork, panel, wall, floor or ceiling;
- (h) 'leaves no trace' at any Visitor Location – all rubbish and personal items are to be removed;
- (i) does not interfere with any stone formation or human skeletal remains or approach a burial site;
- (j) observes any WGAC direction provided in the Visitor Location Handbook (and as further notified) at a Visitor Location to not photograph or draw cultural images;
- (k) is equipped with or has access to a field first aid kit, adequate drinking water for each passenger and leader and communication equipment capable of maintaining contact between the tour group and group's transport unit;
- (l) on a bushwalk activity be equipped with an EPIRB, satellite phone or PLB Spot reporting/locator device connected to and monitored by the Tour Operator's Crew in accordance with the Uunguu Tour Operator's safety management procedures referred to in clause 2.1 (b)(ii);
- (m) does not light any fires except in designated fire places and only on days that are completely safe to do so;
- (n) does not wash with soaps or detergents in streams or waterholes;
- (o) buries human excreta waste no less than 100 metres from any water course;
- (p) does not swim in any pools of Punamii Uunpuu (Mitchell Falls) or in any saltwater, estuarine water, fresh water streams near the coast;
- (q) is aware of the risks of rock falls and loose surfaces and does not approach cliff or gorge edges;
- (r) is aware that wild animals live in Wunambal Gaambera Country and in particular saltwater crocodiles can locate to inland streams; and
- (s) is aware of the Uunguu Tour Operators onshore safety management, emergency response and evacuation procedures referred to in clause 2.1 (b)(ii);
- (t) does not bring any animal (including pet or domesticated animal) or plant specimen onto Wunambal Gaambera Country.

## 6. Indemnity and Insurance

### 6.1 Indemnity

Each Uunguu Tour Operator releases and indemnifies and agrees to keep released and indemnified the WGAC, WGAC members, Wunambal Gaambera Trust, Wanjina Wungurr (Native Title) Aboriginal Corporation RNTBC, Wanjina Wungurr (Uunguu) native title holders or any of them (the Indemnified Parties) from and against all claims, demands, actions, suits, proceedings, judgements, damages, costs, charges, expenses (including legal costs of defending or settling any action, claim or proceeding) and losses of any nature whatsoever whether based in contract, tort or statute or any combination thereof which the Indemnified Parties (or any of them) may suffer or incur or which may at any time be brought maintained or made against them (or any of them) in respect of or in connection with:

- (a) any destruction, loss (including loss of use), injury or damage of any nature or kind of or to property of any person whether or not on Wunambal Gaambera Country and including the property of:

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- (i) any of the Indemnified Parties including the native title rights and interests held by the Wanjina Wungurr (Native Title) Aboriginal Corporation RNTBC; or
- (ii) the Uunguu Tour Operator;
- (b) any death of, or injury or illness sustained by, any person and including:
  - (i) the Indemnified Parties; or
  - (ii) the Uunguu Tour Operator or Passengers; or
  - (iii) any effect or impairment on the exercise of any native title rights or interests of any person under the NTA

caused by, arising out of or in connection with:

- (c) the Uunguu Tour Operator's access, use or enjoyment of Wunambal Gaambera Country or any part of Wunambal Gaambera Country including but not limited to the conduct of OnLand Activity or any activity within Wunambal Gaambera Country;
- (d) the exercise or enjoyment of any rights conferred upon the Uunguu Tour Operator under these terms and conditions;
- (e) any default by the Uunguu Tour Operator in the due and punctual performance, observance and compliance with any of the Uunguu Tour Operator's covenants or obligations under these terms and conditions; or
- (f) any other act, neglect, default or omission by the Uunguu Tour Operator in relation to their entry upon or use of Wunambal Gaambera Country, or in performance of their rights or obligations under these terms and conditions; and
- (g) any invalidity of these terms and conditions in whole or in part under or for the purposes of the NTA; but not to the extent caused by or contributed to by any negligent, tortious or unlawful act or omission of any of the Indemnified Parties

but not to the extent caused by or contributed to by any negligent, tortious or unlawful act or omission of any of the Indemnified Parties.

## 6.2 Insurance

- (1) An Uunguu Tour Operator's insurance coverage must include, but is not limited to, public liability cover of at least \$20 million. Such insurance must also cover any liability, including hull liability, arising from the indemnity provided by the Uunguu Tour Operator in clause 6.1.
- (2) On request by WGAC, an Uunguu Tour Operator must promptly provide documents to demonstrate to the reasonable satisfaction of WGAC the required insurances coverage and the currency of that coverage.

## 7. Helicopters

### 7.1 Landing and Operations

Helicopter support to any Uunguu Tour Operator, including any Uunguu Tour Operator's on-board helicopter, must, except in an emergency:

- (a) only land at a Visitor Location or a Designated Landing Area (refer Map 4 attached and Visitor Location Guide);
- (b) not fly or hover below 100 feet above any waterfall or watercourse save as may be directed in the Visitor Location Guide (See Map 4);
- (c) must not fly in a No Fly Zone (identified in Map 4); and
- (d) at all times operate with open communications including aircraft identification and response.

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## 8. Environment

### 8.1 Waste

Uunguu Tour Operators must ensure all waste disposal is on a “leave no trace” principle: all garbage and sewerage is to be removed from Wunambal Gaambera Country or disposed at designated Disposal Sites, or in the case of marine vessel bilge and waste discharge in accordance with State Marine Park or Commonwealth Marine Reserve regulations.

### 8.2 Fire

WGAC conducts aerial and on ground, early dry season cool burn operations from April to end of June each year to reduce wildfire damage and greenhouse gas emissions. Visitors and Uunguu Tour Operators must heed fire operations notices and avoid fire operations areas during this period.

### 8.3 Photographs

Visitors and Uunguu Tour Operators are not to take photographs, film or reproduce images at any Visitor Location or its surrounds or anywhere else on Wunambal Gaambera Country for use in any commercial purpose or media sharing platforms without first obtaining written permission from WGAC.

### 8.4 Pollution

An Uunguu Tour Operator must not cause or permit any Contamination, Pollution or Environmental Harm to occur in, on or under the Wunambal Gaambera Country, and if any such Contamination, Pollution or Environmental Harm is caused by the Uunguu Tour Operator, the Uunguu Tour Operator must remediate any resultant damage and harm to the reasonable satisfaction of WGAC.

## 9. New Voyages and Variation of UVP Operators Fees and Terms and Conditions

### 9.1 Terms and Conditions

WGAC may vary or add to these terms and conditions where it:

- (a) provides notice in writing to Uunguu Tour Operators of the proposed variation or amendment; and
- (b) appears to the WGAC acting reasonably that it is necessary or desirable for the more effective or efficient operation or outcomes of the UVP;

and the proposed variation or amendment does not have the effect of increasing the UVP Operator Fee or otherwise causing undue detriment to Uunguu Tour Operators.

### 9.2 New Voyages

WGAC may from time to time offer new Voyages, Flights or Trips for UVP Tour Operators in addition to those set out in Schedule 1 and set UVP Operator Fees for those new Voyages, Flights or Trips by publishing those Fees on the Secure Page.

## 10. Payment of UVP Operator Fees for Uunguu Coast and Ngauwudu

### 10.1 UVP Operator Fees

UVP Operator Fees for the Uunguu Coast and Ngauwudu Zones are payable during each year as follows:

- (a) At least 5 days prior to the commencement of any Voyage, each Uunguu Tour Operator must pay the UVP Operator Fee online at the Secure Page;

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- (b) for Voyages commencing prior to 1 September, an amount equal to 80% of the UVP Operator Fee for each passenger Berth that comprises the Licensed Passenger Capacity of each Tour Transport Unit; and
- (c) for Voyages commencing after 1 September, an amount equal to 65% of the UVP Operator Fee for each passenger Berth that comprises the Licensed Passenger Capacity of each Tour Transport Unit;
- (d) On or before 21 November each calendar year each Uunguu Tour Operator must submit on the Secure Page a Capacity Reconciliation for the calendar year to 31 October;
- (e) Within 28 days of receipt of a Capacity Reconciliation WGAC will:
  - (i) if the Capacity Reconciliation shows that UVP Operator Fees payable are greater than the advance payments made under clause 10.1(b)-(c) above, issue the Uunguu Tour Operator with an invoice for the additional UVP Operator Fees which invoice must be paid by the Uunguu Tour Operator within 28 days; or
  - (ii) if the Capacity Reconciliation shows that the UVP Operator Fees payable are less than the advance payments made under clause 10.1(b)-(c) above, issue the Uunguu Tour Operator with a credit note in respect of excess UVP Operator Fees paid, which credit note will be applied in respect of UVP Operator Fees payable in the next calendar year.

## **10.2 No Cash Refund**

Subject to clause 10(e)(ii) above which requires WGAC to issue a credit note, if the Capacity Reconciliation shows that the UVP Operator Fees payable are less than the advance payments made under item 10.1 above WGAC is not required to provide the Uunguu Tour Operator with a cash refund.

## **10.3 Audit**

- (1) Upon 15 days' notice in writing to an Uunguu Tour Operator, WGAC may appoint an auditor in accordance with this clause to conduct a review as to whether the Capacity Reconciliation is true and correct.
- (2) The review must be undertaken:
  - (a) in accordance with applicable Australian auditing standards and with the care and skill of an independent professional auditor; and
  - (b) for the benefit of, and to be relied upon by, both WGAC and the Uunguu Tour Operator.
- (3) Uunguu Tour Operators must assist the auditor with the review and provide to the auditor all information requested by the auditor to undertake the review contemplated by this clause.
- (4) If the review discloses that the Uunguu Tour Operator paid less than the amount of the UVP Operator Fees required under these terms then the Uunguu Tour Operator must pay the costs of the review under this clause.

## **11. GST**

- (1) Words defined in A New Tax System (Goods and Services Tax) Act 1999 (Cth) ("GST Act") have the same meaning in this clause.
- (2) If a party makes a supply to another party under or in connection with these terms and conditions, then (unless the consideration is expressly stated to be inclusive of GST) the consideration for that supply is exclusive of GST, and in addition to paying that consideration the recipient must:
  - (a) pay to the supplier an amount equal to any GST for which the supplier is liable on that supply, without deduction or set-off of any other amount; and
  - (b) make that payment as and when the consideration or part of it must be paid or provided, except that the recipient need not pay unless the supplier has issued to the recipient a tax invoice (or an adjustment note) for that supply.

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- (3) If, in relation to any payment under or in connection with these terms and conditions, a party:
- (a) overpays GST to another party; or
  - (b) pays GST to another party in relation to a payment for which GST is not payable, then the overpaid party must refund the overpayment.

## 12. Late Payments

- (1) Uunguu Tour Operators must pay interest on each amount that is not paid when due under these terms and conditions:
- (a) from (and including) the day on which it falls due to (but excluding) the day on which it is paid in full; and
  - (b) at the rate and in the manner calculated in accordance with this clause 12.
- (2) This clause 12 does not affect the obligation to pay each amount under these terms and conditions when it is due.
- (3) Interest under this clause 12:
- (a) accrues daily at a rate equal to the RBA Cash Rate plus 2 percentage points for each day;
  - (b) will be compounded; and
  - (c) is calculated on the basis of the actual number of days on which interest has accrued and on the basis of a 365 day year.

## 13. General Provisions

### 13.1 Notices

In addition to any other lawful means, a notice, demand, certification, process or other communication relating to these terms and conditions may be given by:

- (a) personally served on a party; or
- (b) being left at the party's delivery address, or sent by pre-paid ordinary mail to the party's postal address, or by email to the email address as notified by WGAC and Uunguu Tour Operators on the Secure Page from time to time;

and it will be deemed received, if posted:

- (c) within Australia to an Australian postal address, three Business Days after posting; or
- (d) outside of Australia to an Australian postal address or within Australia to an address outside of Australia, ten Business Days after posting;

and it will be deemed received if emailed:

- (e) when the sender receives an automated message confirming delivery; or
- (f) 2 hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered, whichever happens first.

### 13.2 Effect of Waiver

No consent or waiver express or implied by WGAC or its officers, servants, agents, contractors or any of them, to or of any breach of any covenants conditions or stipulations of the terms and conditions will be construed as a consent or waiver to or of any other breach of the same or any other covenants conditions or stipulations contained or implied in these terms and conditions.

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### **13.3 Governing Law**

- (1) These terms and conditions shall be construed and interpreted in accordance with the laws in force in the State of Western Australia.
- (2) Uunguu Tour Operators submit to the non-exclusive jurisdiction of the Courts of Western Australia.

### **13.4 Severance**

If any part of these terms and conditions is or becomes, void or unenforceable, that part is, or will be, severed from these terms and conditions so that all parts that are not, or do not become, void or unenforceable remain in full force and effect and are unaffected by that severance.

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## Schedule 1

### Schedule 1a UVP Operator Fees – Uunguu Coast

Calendar Year	Voyage	UVP Operator Fee inclusive of GST	Payable
2017	Uunguu Coast Voyage (10 Consecutive days) and Gural Transit Voyage (2 Consecutive days)	\$200.00 once only for each passenger Berth that comprises the Licensed Passenger Capacity of each Tour Transport Unit. Covers all Voyages/Flights in 2017.	Within 28 days of WGAC invoice
2018	Uunguu Coast Voyage/Flight (10 Consecutive days)	\$38 for each passenger Berth that comprises the Licensed Passenger Capacity of each Tour Transport Unit per each Voyage/Flight. (E.g. a 20 berth vessel per each Voyage is 20 x \$38 = \$760.)	On-line at Uunguu Tour Operators Secure Page 5 days prior to start of any Voyage/Flight as provided and in accordance with clause 10
2018	Gural Transit Voyage only (2 Consecutive days)	\$20 for each passenger Berth that comprises the Licensed Passenger Capacity of each Tour Transport Unit per each Gural Transit Voyage.	On-line at Uunguu Tour Operators Secure Page 5 days prior to start of any Voyage as provided and in accordance with clause 10
2019-20	Uunguu Coast Voyage/Flight (10 Consecutive days)	\$105 for each passenger Berth that comprises the Licensed Passenger Capacity of each Tour Transport Unit per each Voyage/Flight.	On-line at Uunguu Tour Operators Secure Page 5 days prior to start of any Voyage/Flight as provided and in accordance with clause 10
2019-20	Gural Transit Voyage only (2 Consecutive days)	\$39 for each passenger Berth that comprises the Licensed Passenger Capacity of each Tour Transport Unit per each Gural Transit Voyage.	On-line at Uunguu Tour Operators Secure Page 5 days prior to start of any Voyage as provided and in accordance with clause 10
2021-22	Uunguu Coast Voyage/Flight (10 Consecutive days)	\$152 for each passenger Berth that comprises the Licensed Passenger Capacity of each Tour Transport Unit per each Voyage/Flight	On-line at Uunguu Tour Operators Secure Page 5 days prior to start of any Voyage/Flight as provided and in accordance with clause 10
2021-22	Gural Transit Voyage only (2 Consecutive days)	\$52 for each passenger Berth that comprises the Licensed Passenger Capacity of each Tour Transport Unit per each Gural Transit Voyage.	On-line at Uunguu Tour Operators Secure Page 5 days prior to start of any Voyage/Flight as provided and in accordance with clause 10

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## Schedule 1

### Schedule 1b UVP Operator Fees – Ngauwudu

Calendar Year	Voyage	UVP Operator Fee inclusive of GST	Payable
2018	Trip or Flight – Ngauwudu (5 Consecutive days)	\$70.00 for each Berth that comprises the Licensed Passenger Capacity of each Tour Transport Unit, payable once only for multiple Trips/Flights	Within 28 days of WGAC invoice
2019	Trip or Flight – Ngauwudu (5 Consecutive days)	\$40 per Berth of each Tour Transport Unit for each Trip/ Flight. (E.g. a 20 seat vehicle per each Trip is 20 x \$40 = \$800.00.)	On-line at Uunguu Tour Operators Secure Page 5 days prior to start of any Trip as provided and in accordance with clause 10
2020	Trip or Flight – Ngauwudu (5 Consecutive days)	\$40 per Berth of each Tour Transport Unit for each Trip / Flight.	On-line at Uunguu Tour Operators Secure Page 5 days prior to start of any Trip as provided and in accordance with clause 10
2021-22	Trip or Flight – Ngauwudu (5 Consecutive days)	To be advised September 2019	On-line at Uunguu Tour Operators secure page 5 days prior to start of any Trip as provided and in accordance with clause 10

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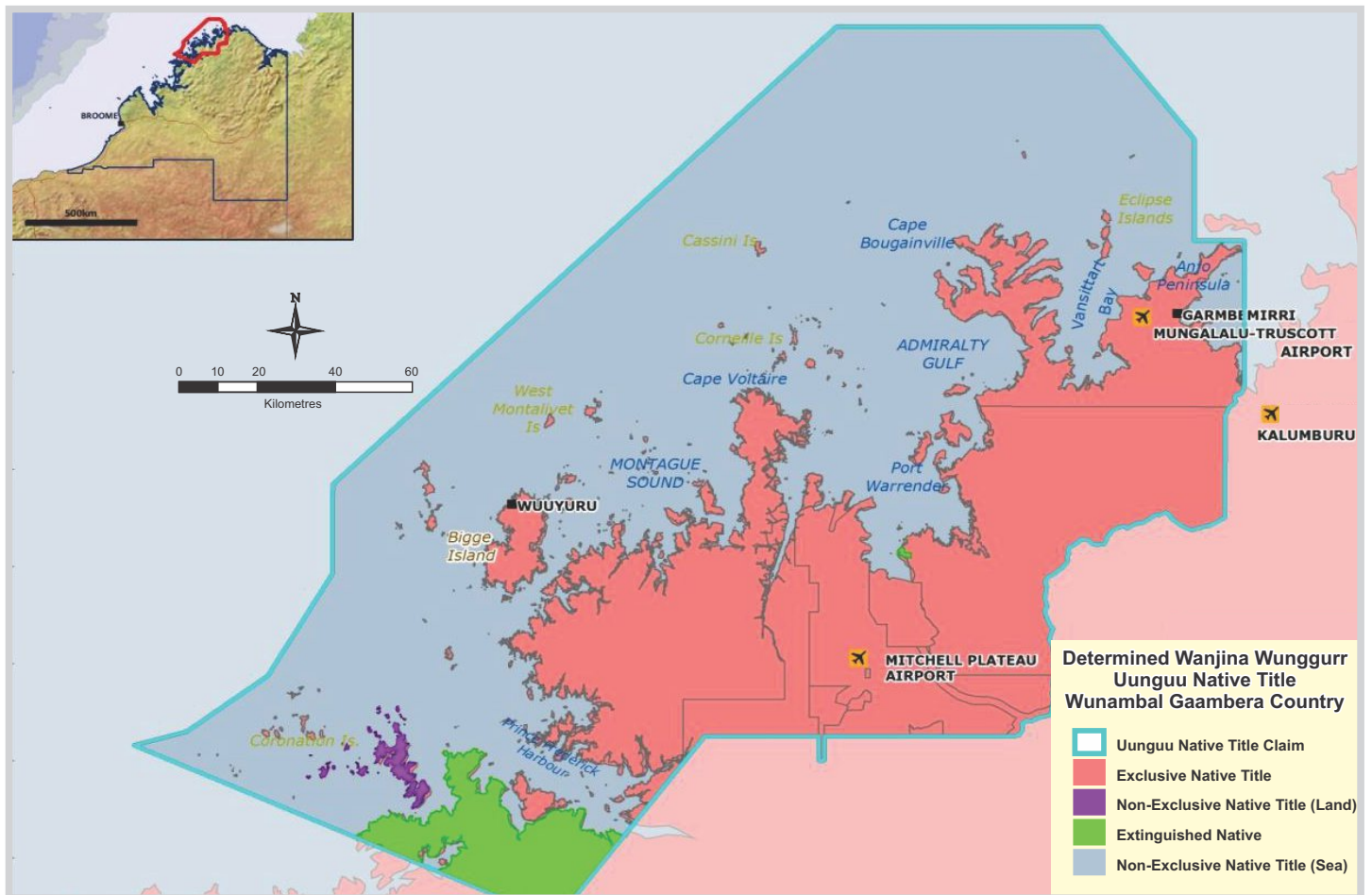
## Schedule 1

### Schedule 1c UVP Operator Fees - Bushwalking

Calendar Year	Trip	UVP Operator Fee inclusive of GST	Payable
2018	Trip – Bushwalking Corridors (14 Consecutive Days)	\$70.00 for each Berth that comprises the registered Bushwalking Group Capacity; payable once only for multiple Trips	Within 28 days of WGAC invoice
2019	Trip – Bushwalking Corridors (14 Consecutive Days)	\$90 per Berth that comprises the Bushwalking Group Capacity for each Trip (E.g. an 8 place Bushwalking Group per Trip is 8 x \$90 = \$720.00.00.)	On-line at Uunguu Tour Operators Secure Page 5 days prior to start of any Trip.
2020	Trip – Bushwalking Corridors (14 Consecutive Days)	\$90 per Berth that comprises the Bushwalking Group Capacity for each Trip.	On-line at Uunguu Tour Operators Secure Page 5 days prior to start of any Trip.
2021-22	Trip – Bushwalking Corridors (14 Consecutive Days)	To be advised September 2019	On-line at Uunguu Tour Operators secure page 5 days prior to start of any Trip.

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## MAP 1



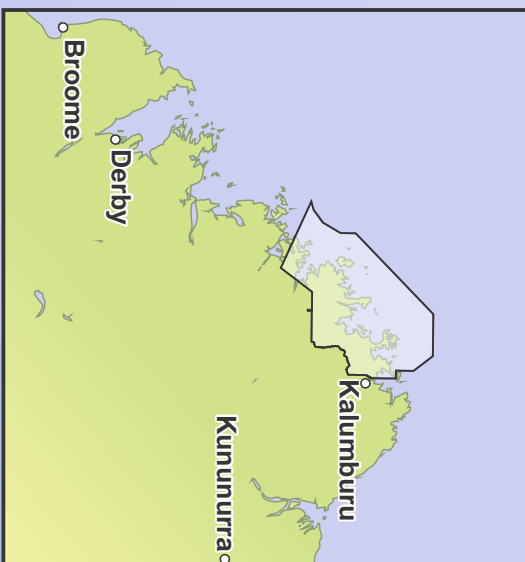
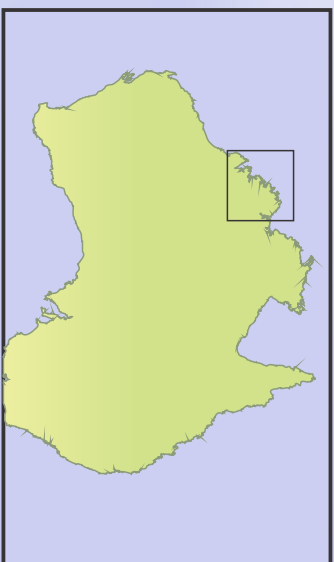
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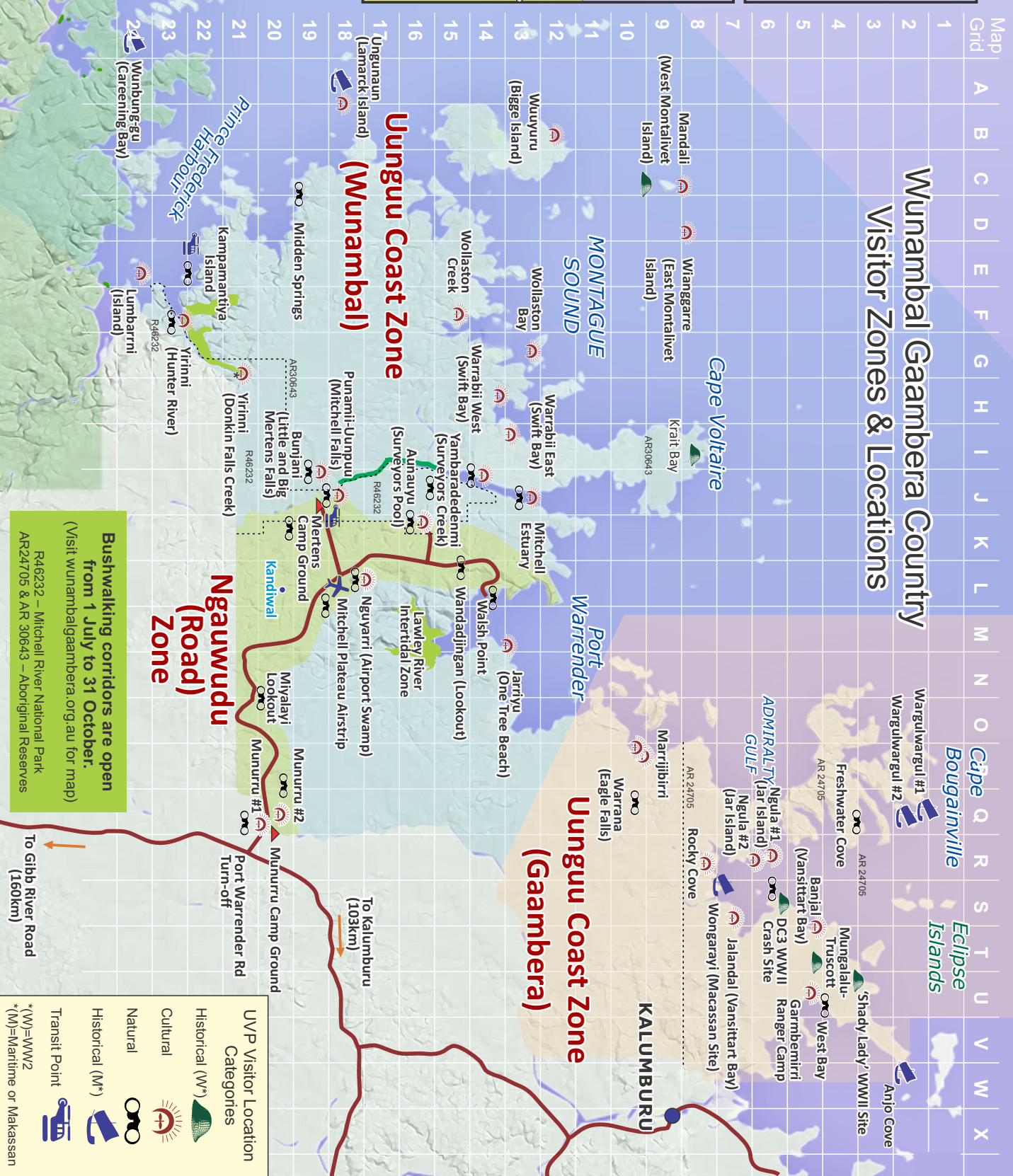
# MAP 2 Wunambal Gaambara Country

UUNGUU COAST, KIMBERLEY, WESTERN AUSTRALIA

## Uunguu Visitor Pass Visitor Locations

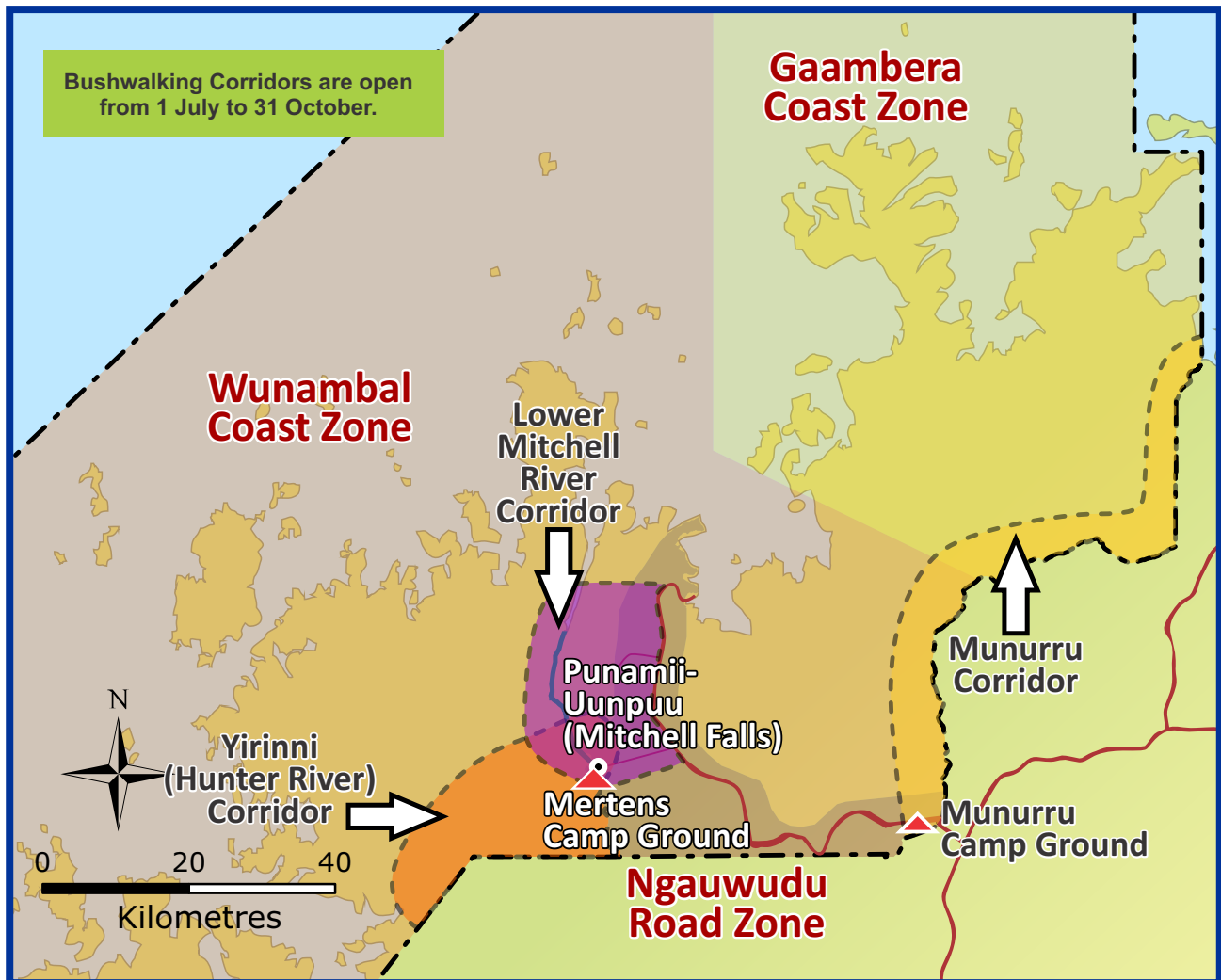


### Wunambal Gaambara Country Visitor Zones & Locations





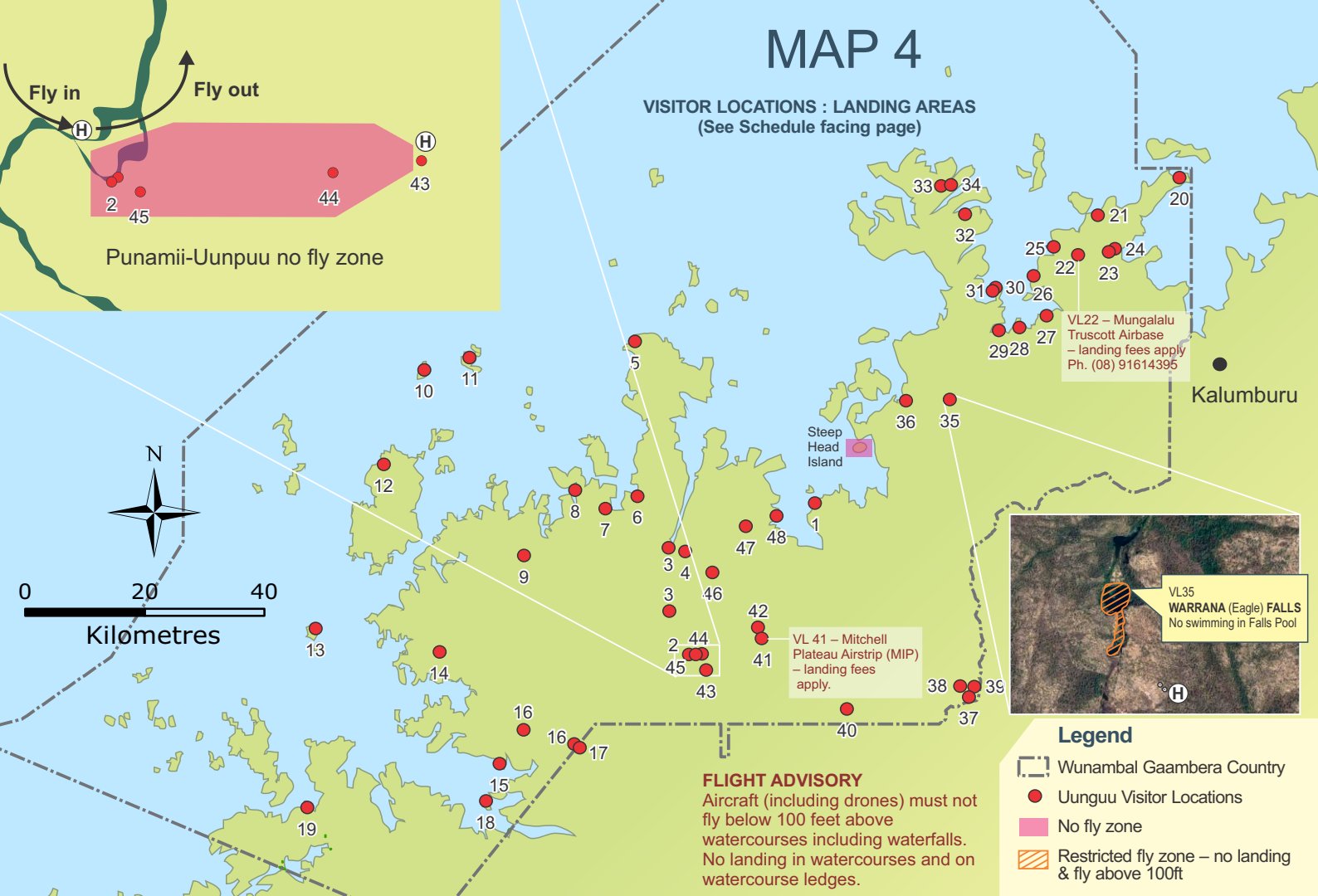
## MAP 3



Wunambal Gaambera people have opened three Bushwalking Corridors: Yirinni (Hunter River), Mitchell River and Munurru. There are no marked trails within these corridors.

Bushwalking Corridors are open from 1 July to 31 October each year. Bushwalking Corridors are closed during the period 1 November to 30 June due to aerial and on-ground early dry season burning: no Bushwalking UVPs will be issued for this period.

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## WUNAMBAL GAAMBERA COUNTRY: VISITOR LOCATION COORDINATES

Visitor Location Number	Visitor Location Name	Location Coordinates
<b>WUNAMBAL COAST ZONE</b>		
1	Jarriyu (One Tree Beach)	S-14.544290, E 125.918813
2	Punamii-Uunpuu (Mitchell Falls)	S-14.823169, E 125.695342
3	Mitchell Estuary	S-14.626297, E 125.655047 Upstream to S-14.745639, E 125.65809 Downstream
4	Yambaradenmi (Surveyor's Creek)	S-14.633283, E 125.68558
5	Krait Bay	S-14.250522, E 125.596130
6	Warrabii East (Swift Bay)	S-14.537322, E 125.597944
7	Warrabii West (Swift Bay)	S-14.559278, E 125.539403
8	Wollaston Bay	S-14.521611, E 125.489187
9	Wollaston Creek	S-14.643834, E 125.397407
10	Mandali (West Montalivet Island)	S-14.301064, E 125.220537
11	Wianggarre (East Montalivet Island)	S-14.279247, E 125.300833
12	Wuuyuru (Bigge Island)	S-14.473497, E 125.146992
13	Ungunaun (Lamarck Island)	S-14.772633, E 125.026803
14	Midden Springs	S-14.817742, E 125.252228
15	Kampamantiya Island	S-15.024816, E 125.355785
16	Yirinni (Hunter River)	S-14.960706, E 125.397263 to S -14.988234, E 125.489960
17	Yirinni (Donkin Falls Creek)	S-14.995306, E 125.496575
18	Lumbarni (Island)	S-15.092469, E 125.331602
19	Wunbung-gu (Careening Bay 'Mermaid' Boab Tree)	S-15.104744, E 125.009469

Visitor Location Number	Visitor Location Name	Location Coordinates
<b>GAAMBERA COAST ZONE</b>		
20	Anjo Cove	S-13.943978, E 126.565086
21	Shady Lady WWII Site	S-14.015359, E 126.423025
22	Mungalalu (Truscott Airbase)	S-14.090960, E 126.387749
23	Garmbemirri (Ranger Camp)	S-14.085336, E 126.444772
24	West Bay	S-14.076028, E 126.455128
25	Banjai (Vansittart Bay)	S-14.075206, E 126.344253
26	DC3 WWII Crash Site	S-14.128278, E 126.309349
27	Jalandal (Vansittart Bay)	S-14.200772, E 126.331864
28	Wongarayi (Macassan Site)	S-14.221611, E 126.282189
29	Rocky Cove	S-14.226969, E 126.247244
30	Ngula (Jar Island) #1 North-East	S-14.148183, E 126.238136
31	Ngula (Jar Island) #2 South-West	S-14.156411, E 126.233669
32	Freshwater Cove	S-14.017650, E 126.184958
33	Wargul Wargul #1 Island	S-13.961433, E 126.156836
34	Wargul Wargul #2 Mainland	S-13.964072, E 126.144139
35	Warrana (Eagle Falls)	S-14.354511, E 126.156303
36	Marrijibirri	S-14.356894, E 126.081189

<b>NGAUWUDU ROAD ZONE</b>		
2	Punamii-Uunpuu (Mitchell Falls)	S-14.823169, E 125.695342
37	Munurru #1 - Art Site	S-14.902156, E 126.195309
38	Munurru #2 - Art Site	S-14.877831, E 126.17688
39	Munurru Campground	S-14.886728, E 126.202222
40	Miyalayi Lookout	S-14.922808, E 125.972486
41	Mitchell Plateau Airstrip	S-14.793306, E 125.8246
42	Nguyari (Airport Swamp)	S-14.775629, E 125.818248
43	Mertens Campground	S-14.821769, E 125.717122
44	Bunjani (Little Mertens Falls)	S-14.822702, E 125.710822
45	Bunjani (Big Mertens Falls)	S-14.824195, E 125.696873
46	Aunauyu (Surveyor's Pool)	S-14.673815, E 125.73221
47	Wandadjingan (Lookout)	S-14.615699, E 125.800228
48	Walsh Point	S-14.568133, E 125.847999