

Attachment 1: Current and proposed replacement lease conditions

MARKING OFF		New Condition
Existing condition	Replaced / Deleted	<p>27—Marking-off requirements</p> <p>If there is to be a marked-off area in a leased area, the boundaries of the marked-off area must be indicated—</p> <p>(a) by 1 or more signs that—</p> <p>(i) are no larger than 700 mm by 400 mm; and</p> <p>(ii) contain the words: “Marked off area, no trespass”; and</p> <p>(iii) are each attached to a post to which a St Andrew’s cross is also affixed; or</p> <p>(b) as specified in the lease.</p>
The Lessee must mark off the Leased Area in the manner stipulated in the Schedule.	Replaced	
9.1 The Lessee may establish a marked off area of the Leased Area in accordance with the Act.	Replaced	
9.2 If the Lessee chooses to establish a marked off area of the Leased Area the Lessee must mark off the Leased Area in the manner stipulated in the Schedule.		
6.1 The Lessee may establish a marked off area of the Leased Area in accordance with the Act.	Replaced	
6.2 If the Lessee chooses to establish a marked off area of the Leased Area the Lessee must mark off the Leased Area in the manner stipulated in the Schedule.		
8.1 The Lessee may establish a marked off area of the Leased Area in accordance with the Act.	Replaced	
8.2 If the Lessee chooses to establish a marked off area of the Leased Area the Lessee must mark off the Leased Area in the manner stipulated in the Schedule.		
Marking off requirements		
Existing condition	Replaced / Deleted	
A sign that complies with the following:	Replaced	
(i) Affixed on each post to which a St Andrew’s cross is affixed;		
(ii) No larger than 700 mm by 400 mm;		
(iii) Contains the words ‘Marked Off area, no trespass’.		
NAVIGATIONAL MARKS		New Condition
Existing condition	Replaced / Deleted	<p>26—Navigational marks</p> <p>(1) The lessee must, before any structures are placed in the leased area, install navigation marks in accordance with this clause.</p> <p>(2) If a schedule to the lease specifies the required manner of installation of navigational marks, navigational marks must be installed as specified in the schedule.</p> <p>(3) If the lease specifies that intertidal navigational marks apply to the lease but does not specify the manner of installation, navigational marks must be installed as follows:</p> <p>(a) if the leased area does not form part of a combined lease shape with another leased area—</p> <p>(i) intertidal navigational marks must be installed on the outermost corners of the leased area; and</p>
9.1 The Lessee must install navigational marks in the manner stipulated in the Schedule.	Replaced	
9.2 The Minister may vary the navigational marks stipulated in the Schedule during the term of the Lease in accordance with the following:		
9.2.1 The Minister must give the Lessee written notice of intention to vary the navigational marks stipulated in the Schedule (“notice of intent to vary navigational marks”);		
9.2.2 The notice of intent to vary navigational marks may specify the way in which the navigational marks stipulated in the Schedule are to be varied;		
9.2.3 The Minister must give the Lessee written notice of the navigational marks stipulated in the Schedule (“navigational marks variation notice”), specifying the date from which the variation is effective (“effective date”);		

<p>9.2.4 The effective date must be no earlier than the date of the notice of intent.</p> <p>9.3 The Lessee must comply with any variation as required by the Minister in accordance with this clause.</p>		<ul style="list-style-type: none"> (ii) additional intertidal navigational marks must be installed at equal spacing along the outer boundaries of the leased area such that the distance between any 2 marks does not exceed 500 m; and (iii) if specified in a schedule to the lease, a flashing light as specified;
<p>10.1 The Lessee must install navigational marks in the manner stipulated in the Schedule.</p> <p>10.2 The Minister may vary the navigational marks stipulated in the Schedule during the term of the Lease in accordance with the following:</p> <p>10.2.1 The Minister must give the Lessee written notice of intention to vary the navigational marks stipulated in the Schedule (“notice of intent to vary navigational marks”);</p> <p>10.2.2 The notice of intent to vary navigational marks may specify the way in which the navigational marks stipulated in the Schedule are to be varied;</p> <p>10.2.3 The Minister must give the Lessee written notice of the navigational marks stipulated in the Schedule (“navigational marks variation notice”), specifying the date from which the variation is effective (“effective date”);</p> <p>10.2.4 The effective date must be no earlier than the date of the notice of intent.</p> <p>10.3 The Lessee must comply with any variation as required by the Minister in accordance with this clause.</p>	<p>Replaced</p>	<ul style="list-style-type: none"> (b) if the leased area forms part of a combined lease shape with 1 or more other adjacent leased areas— <ul style="list-style-type: none"> (i) intertidal navigational marks must be installed on each corner of the leased area that is an outermost corner of the combined lease shape; and (ii) additional intertidal navigational marks must be installed at equal spacing along the outer boundary of the leased area forming part of the combined lease shape such that the distance between any 2 marks on the combined lease shape does not exceed 500 m; and (iii) if specified in a schedule to the lease, a flashing light as specified. <p>(4) If the lease specifies that subtidal navigational marks apply to the lease but does not specify the manner of installation, navigational marks must be installed as follows:</p> <ul style="list-style-type: none"> (a) if the leased area does not form part of a combined lease shape with another leased area— <ul style="list-style-type: none"> (i) subtidal navigational marks must be installed on the outermost corners of the leased area; and (ii) additional subtidal navigational marks must be installed at equal spacing along the outer boundaries of the leased area such that the distance between any 2 marks does not exceed 500 m; (b) if the leased area forms part of a combined lease shape with 1 or more other adjacent leased areas— <ul style="list-style-type: none"> (i) subtidal navigational marks must be installed on each corner of the leased area that is an outermost corner of the combined lease shape; and (ii) additional subtidal navigational marks must be installed at equal spacing along the outer boundary of the leased area forming part of the combined lease shape such that the distance between any 2 marks on the combined lease shape does not exceed 500 m.
<p>31.1 The Lessee must install navigational marks in the manner stipulated in the Schedule.</p> <p>31.2 The Minister may vary the navigational marks stipulated in the Schedule during the term of the Lease in accordance with the following:</p> <p>31.2.1 The Minister must give the Lessee written notice of intention to vary the navigational marks stipulated in the Schedule (“notice of intent to vary navigational marks”);</p> <p>31.2.2 The notice of intent to vary navigational marks may specify the way in which the navigational marks stipulated in the Schedule are to be varied;</p> <p>31.2.3 The Minister must give the Lessee written notice of the navigational marks stipulated in the Schedule (“navigational marks variation notice”), specifying the date from which the variation is effective (“effective date”);</p> <p>31.2.4 The effective date must be no earlier than the date of the notice of intent.</p> <p>31.3 The Lessee must comply with any variation as required by the Minister in accordance with this clause.</p>	<p>Replaced</p>	

Navigation Mark requirements		
Existing condition		Replaced / Deleted
<p>Navigational Marks must be installed if any structures are present on the lease site. Where the lease is not immediately joined by another lease, or where the lease is the end lease of two or more immediately joining leases, the outer boundary (i.e. that part of the lease boundary not immediately joined to another lease) must be marked with navigational marks in the following way:</p> <p>Intertidal</p> <ul style="list-style-type: none"> (i) Posts on the corners of the lease site extending 900 mm above mean high water. (ii) Posts required in (i) above are to have a St Andrew's Cross as a top mark, each cross arm 900 mm long and 75 mm wide. The ends of the arms of the St Andrew's cross marked with 200 mm yellow retro-reflective tape or 75 mm yellow retro-reflective discs. (iii) Posts and crosses required in (i) and (ii) above are to be coloured yellow. (iv) Where the total length of any individual or combined lease site boundary exceeds 500 m the lease site must have navigational marks at intervals not exceeding 500 m. 		Replaced
<p>Navigational Marks must be installed if any structures are present on the lease site. Where the lease is not immediately joined by another lease, or where the lease is the end lease of two or more immediately joining leases, the outer boundary (i.e. that part of the lease boundary not immediately joined to another lease) must be marked with navigational marks in the following way:</p> <p>Subtidal</p> <ul style="list-style-type: none"> (i) Yellow spar buoys at each corner of the lease site. (ii) Yellow spar buoys are to be marked with a yellow St Andrew's Cross as a top mark attached to a post at least 900 mm above the buoy, each cross arm 900 mm long and 75 mm wide. (iii) Yellow spar buoys are to be marked with lights being yellow in colour and flashing once every 4 seconds and visible over an arc of 360° for a distance of one nautical mile. (iv) The ends of the arms of the St Andrew's cross are to be marked with 200 mm yellow retro-reflective tape or 75 mm yellow retro-reflective discs. (v) Yellow spar-buoys are to be marked with radar reflectors. (vi) Yellow spar-buoys are to be marked with the corresponding licence number/s. (vii) Where the total length of any individual or combined lease boundary exceeds 500 m the lease must have navigational marks at intervals not exceeding 500 m. (viii) Where an intermediate spar-buoy navigation mark is required they are to be yellow in colour with a yellow light flashing once every 2 seconds. 		Replaced

- (5) If the leased area forms part of a combined lease shape with 1 or more adjacent leased areas, the Minister may, by notice in writing to the lessee, require the installation of an intertidal navigational mark or subtidal navigational mark (as the case requires) at a specified point on the outer boundary of the leased area forming part of the combined lease shape.
- (6) If subclause (2) applies, the Minister may vary the requirements of the lease in respect of navigational marks during the term of the lease as follows:
 - (a) the Minister must give the lessee written notice of intention to vary the conditions of the lease relating to navigational marks (a **notice of intent**);
 - (b) the notice of intent may specify the proposed variation to the conditions of the lease;
 - (c) the Minister must give the lessee written notice of the requirements of the lease for the installation of navigational marks as varied (a **navigational marks variation notice**), specifying the date from which the variation is effective (the **effective date**);
 - (d) the effective date must be no earlier than the date of the notice of intent.
- (7) The lessee must comply with any variation as required by the Minister in accordance with subclause (6).
- (8) In this clause—
 - combined lease shape**—if 2 or more adjacent leased areas are within 50 m of each other, the outer boundaries of the combined shape of those leased areas and any further adjacent leased area within 50 m of 1 of those leased areas form a **combined lease shape** (and such a lease shape will be taken to include a gap in between any 2 leased areas);
 - intertidal navigational mark** means a post that—
 - (a) is yellow; and
 - (b) extends 900 mm above mean high water; and
 - (c) has a St Andrew's Cross as a top mark; and
 - (d) is marked in 70 mm high text with the number of the corresponding licence for the leased area or part of the leased area for which it is a navigational mark;
 - St Andrew's Cross** means a St Andrew's Cross that—
 - (a) is yellow; and
 - (b) has cross arms measuring 900 mm long and 75 mm wide; and
 - (c) has the ends of the cross arms marked with—
 - (i) 200 mm yellow retro-reflective tape; or
 - (ii) 75 mm yellow retro-reflective discs;
 - subtidal navigational mark** means a spar buoy that—
 - (a) is yellow; and

		<p>(b) has a top mark of a St Andrew's Cross attached to a post at least 900 mm above the buoy; and</p> <p>(c) is marked with lights being yellow in colour and flashing once every 4 seconds and visible over an arc of 360° for a distance of two nautical miles; and</p> <p>(d) is marked with radar reflectors that meet—</p> <p style="padding-left: 20px;">(i) International Standard ISO 8729-1:2010—<i>Ships and marine technology—Marine radar reflectors—Part 1: Passive type</i>; or</p> <p style="padding-left: 20px;">(ii) International Standard ISO 8729-2:2009—<i>Ships and marine technology—Marine radar reflectors—Part 2: Active type</i>; and</p> <p>(e) is marked in 70 mm high text with the number of the corresponding licence for the leased area or part of the leased area for which it is a navigational mark.</p>
DEFINITIONS		New Condition
Existing condition	Replaced / Deleted	6—Interpretation
<p>In this Lease unless inconsistent with the context:</p> <p>'business days' means Monday to Friday (inclusive) excluding any public holiday;</p> <p>'corresponding licence' has the meaning attributed in the Act;</p> <p>'GST' means the tax imposed by the GST Law;</p> <p>'GST Law' has the meaning attributed in the <i>A New Tax System (Goods and Services Tax) Act 1999</i>;</p> <p>'Insolvency Administration' means, if the Lessee is a corporation:</p> <ul style="list-style-type: none"> • an administrator is appointed to the Lessee or action is taken to make such an appointment; • the Lessee resolves to be wound up; • an application is made to a court for an order or an order is made that the Lessee be wound up (whether on grounds of insolvency or otherwise); • the Lessee ceases to carry on business; • a receiver or a receiver and manager of property of the Lessee is appointed whether by a court or otherwise; • an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of the Lessee or one of them is appointed, whether or not under an order; • the Lessee enters into a compromise or arrangement with its creditors or a class of them; or • the Lessee is or states that it is unable to pay its debts when they fall due. <p>'Insolvency Administration' means if the Lessee is a natural person:</p>	Replaced	<p>(1) In this Part and in the lease, unless the contrary intention appears—</p> <p>Act means the <i>Aquaculture Act 2001</i>;</p> <p>annual lease fee means the annual lease fee payable under clause 9;</p> <p>business day means a day other than a Saturday or a Sunday or other public holiday;</p> <p>GST means the tax payable under the GST law;</p> <p>GST law means—</p> <p style="padding-left: 20px;">(a) <i>A New Tax System (Goods and Services Tax) Act 1999</i> of the Commonwealth; and</p> <p style="padding-left: 20px;">(b) the related legislation of the Commonwealth dealing with the imposition of a tax on the supply of goods and services;</p> <p>leased area, in respect of the lease, means the area subject to the lease;</p> <p>Minister means the Minister responsible for the administration of the Act;</p> <p>person includes a body corporate;</p> <p>Regulations means the <i>Aquaculture Regulations 2016</i>;</p> <p>term of the lease means the term of the lease under clause 7.</p> <p>(2) Unless the contrary intention appears, terms used in the lease that are defined in the Act, the Regulations or an aquaculture policy have the respective meanings assigned to those terms by the Act, the Regulations or other policy (as the case requires).</p> <p>(3) Every word in the singular number will be construed as including the plural number, every word in the plural number will be construed as including the</p>

<ul style="list-style-type: none"> the Lessee has committed an act of bankruptcy as contemplated by the <i>Bankruptcy Act, 1966</i>; the Lessee is unable to pay his or her debts as and when they become due and payable; the court has made a sequestration order against the Lessee's estate; a creditors' petition has been presented against the Lessee; the Lessee has presented to the Official Receiver a declaration of intention to present a debtor's petition; the Lessee becomes a bankrupt; a meeting of creditors of the Lessee is convened; or the Lessee lodges with his or her trustee a proposal to his or her creditors for a composition in satisfaction of his or her debts or a scheme of arrangement of his or her affairs. <p>'Lessee' means the party described on page 1 of this Lease and the heirs executors administrators and permitted assigns thereof and if a body corporate its successors and permitted assigns;</p> <p>'Minister' means the Minister for Agriculture Food and Fisheries, a body corporate under the <i>Administrative Arrangements Act 1994</i>;</p> <p>'Permitted Use' means the use of the Leased Area for such aquaculture purposes as are specified in the Schedule to this Lease;</p> <p>'Leased Area' means the area comprised of State waters or State waters and adjacent land within the meaning of the <i>Harbors and Navigation Act 1993</i> described in the Schedule to this Lease;</p> <p>'Taxable Supply' has the meaning attributed in the GST Act;</p> <p>'Tax Invoice' has the meaning attributed in the GST Act;</p> <p>'Term of this Lease' or the 'Term' means the initial term granted by the Minister (unless sooner determined) and any extension of such initial term.</p>		<p>singular number and every word implying a particular gender will be construed as including every other gender.</p> <p>(4) Where 2 or more persons are included in the designation the lessee, the obligations on the part of the lessee contained in the lease will bind such persons and any 2 or greater number of them jointly and each of them severally and the expression the lessee will include all or any 1 or more of such persons.</p> <p>(5) References to a statute include all amendments for the time being in force and any other statute enacted in substitution for it and the regulations, by-laws or other orders for the time being made under that statute.</p> <p>(6) Headings are for convenience of reference only and do not affect the construction or interpretation of the lease.</p> <p>(7) Each word, phrase, sentence, paragraph and clause of the lease is severable and where a court determines that a part of the lease is unenforceable, invalid or void the court may sever that part of the lease and such severance will not affect any other part of the lease.</p> <p>(8) Where a word, phrase, sentence, paragraph, clause or other provision of the lease would otherwise be unenforceable, invalid or void, the effect of that provision will so far as possible be limited and read down so that it is not unenforceable, invalid or void.</p>
<p>In this Lease unless inconsistent with the context:</p> <p>'the Act' the <i>Aquaculture Act 2001</i> (SA);</p> <p>'biomass' the mass of the Licensed Species being farmed;</p> <p>'business days' means Monday to Friday (inclusive) excluding any public holiday;</p> <p>'Class of Aquaculture' means the class of aquaculture under the Act applicable to this Lease as specified in the Schedule;</p> <p>'Corresponding Licence' means a corresponding licence under the Act;</p> <p>'Insolvency Administration' means, if the Lessee is a corporation:</p> <ul style="list-style-type: none"> an administrator is appointed to the Lessee or action is taken to make such an appointment; the Lessee resolves to be wound up; 	<p>Replaced</p>	

- an application is made to a court for an order or an order is made that the Lessee be wound up (whether on grounds of insolvency or otherwise);
- the Lessee ceases to carry on business;
- a receiver or a receiver and manager of property of the Lessee is appointed whether by a court or otherwise;
- an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of the Lessee or one of them is appointed, whether or not under an order;
- the Lessee enters into a compromise or arrangement with its creditors or a class of them; or
- the Lessee is or states that it is unable to pay its debts when they fall due.

'Insolvency Administration' means if the Lessee is a natural person:

- the Lessee has committed an act of bankruptcy as contemplated by the Bankruptcy Act 1966;
- the Lessee is unable to pay his or her debts as and when they become due and payable;
- the court has made a sequestration order against the Lessee's estate;
- a creditors' petition has been presented against the Lessee;
- the Lessee has presented to the Official Receiver a declaration of intention to present a debtor's petition;
- the Lessee becomes a bankrupt;
- a meeting of creditors of the Lessee is convened; or
- the Lessee lodges with his or her trustee a proposal to his or her creditors for a composition in satisfaction of his or her debts or a scheme of arrangement of his or her affairs.

'Lessee' means the party described on page 1 of this Lease and his or her heirs executors administrators and permitted assigns and if a body corporate its successors and permitted assigns;

'Lease fee' means the rental stipulated in the Schedule;

'Minister' means the Minister to whom administration of the Act is committed;

'Leased Area' means the area comprised of State waters or State waters and adjacent land within the meaning of the *Harbors and Navigation Act 1993* described in the Schedule.

'Schedule' means the Schedule to this Lease;

'Term of this Lease' or the **'Term'** means the initial term granted by the Minister (unless sooner determined) and any extension of such initial term.

INTERPRETATION		
Existing condition	Replaced / Deleted	
<p>30.1 Words importing the singular shall embrace the plural and words importing the masculine gender shall embrace the feminine and neuter genders and vice versa respectively.</p> <p>30.2 Any reference to a person shall include a corporate body and vice versa.</p> <p>30.3 Where two or more persons are included in the designation the "Lessee" the obligations on the part of the Lessee contained in this Lease shall bind such persons and any two or greater number of them jointly and each of them severally and the expression the ""Lessee"" shall include all or any one or more of such persons.</p> <p>30.4 References to a statute include all amendments for the time being in force and any other statute enacted in substitution for it and the regulations, by-laws or other orders for the time being made under that statute.</p> <p>30.5 Headings are for convenience of reference only and shall not affect the construction or interpretation of the covenants of this Lease.</p>	Replaced	
<p>2.1 Words importing the singular include the plural and words importing the masculine gender include the feminine and neuter genders and vice versa respectively.</p> <p>2.2 Any reference to a person includes a corporate body and vice versa.</p> <p>2.3 Where two or more persons are included in the designation the "Lessee" the obligations on the part of the Lessee contained in this Lease will bind such persons and any two or greater number of them jointly and each of them severally and the expression the "Lessee" will include all or any one or more of such persons.</p> <p>2.4 References to a statute include all amendments for the time being in force and any other statute enacted in substitution for it and the regulations, by-laws or other orders for the time being made under that statute.</p> <p>2.5 Headings are for convenience of reference only and shall not affect the construction or interpretation of the covenants of this Lease.</p>	Replaced	
OCCUPATION		Reasoning
Existing conditions	Replaced / Deleted	Not required, this condition is a duplication of existing provisions under section 45 of the Act.
The Lessee has the rights of occupation provided in the Act.	Deleted	
The Lessee has the rights of occupation provided in the Act.	Deleted	

DEALING WITH LEASE		New Condition
Existing condition	Replaced / Deleted	19—Dealing with lease (1) Subject to subclause (2), the lessee is not permitted to grant a sublease under the lease. (2) A sublease may be granted in respect of a production lease with the prior written consent of the Minister and such consent may be subject to conditions as determined by the Minister.
4.1 This Lease is not transferable. 4.2 The Lessee is not permitted to grant a sub-lease under this Lease.	Replaced	
5.1 This Lease is transferable in accordance with the Act. (see s 39). 5.2 This Lease may be sublet.	Replaced	
4.1 The Lessee is not permitted to grant a sub-lease under this Lease except with the prior written consent of the Minister and such consent may be subject to conditions as required by the Minister. 4.2 This Lease is transferable in accordance with the Act. The Lessee may apply by notice in writing to the Minister to transfer the Lease to a third party ('Transferee'). Any transfer is at the discretion of the Minister. If the Minister consents to the transfer and the Lessee is not in breach of any of its obligations under this Lease: 4.2.1 the Minister shall notify the Lessee in writing of any obligations pursuant to this Lease that it requires the Lessee to perform prior to transfer; 4.2.2 upon compliance, to the Minister's satisfaction, with any such obligations the Minister shall issue a certificate of transfer to the Transferee and a new lease incorporating the details of the Transferee; 4.2.3 the Lessee shall thereupon be released from any further obligations in relation to this Lease.	Replaced	
TERM AND RENEWAL		New Condition
Existing condition	Replaced / Deleted	7—Term of lease The term of the lease is as specified in a schedule to the lease. 8—Renewal of lease (1) An application to renew the lease must be received by the Minister at least 90 days before the expiry of the term of the lease. (2) The Minister may, on application to renew the lease— (a) renew the lease subject to the terms and conditions the Minister considers appropriate (which may vary from the terms and conditions of the original lease); or (b) decline to renew the lease. (3) Without limiting the matters to which the Minister may have regard in deciding whether or not to renew the lease and the conditions that may apply in respect of a renewed lease, the Minister may have regard to any of the following— (a) whether the lessee is in breach of, or has previously breached, a condition of the lease;
1.1 The term of this Lease is the term as specified in the schedule ("the term"). 1.2 The term is renewable in accordance with section 38 of the Act for successive terms by the Lessee giving the Minister notice no earlier than two months before the expiry of the term, and no later than one month before the expiry of the term, unless there is at the expiry of the lease a default under the Lease or any corresponding licence. 1.3 Any renewal of the term shall be subject to conditions in accordance with standard conditions under aquaculture policies developed under Part 4 of the Act, and such other conditions as are determined by the Minister ("the reviewed conditions"). 1.4 Upon renewal the Minister may issue either a certificate of renewal, or a new Lease, incorporating the reviewed conditions. 1.5 The Minister may, at the time of renewal of a term, vary the term subject to the maximum term for a production lease permitted by the Act.	Replaced	
5.1 The term of this Lease is as specified in the Schedule.	Replaced	

<p>5.2 Subject to clause 5.3, the term is renewable in accordance with the Act for successive terms, by the Lessee giving the Minister notice no earlier than two months before the expiry of the Term, and no later than one month before the expiry of the Term, unless at the expiry of this Lease there is a default under this Lease or any Corresponding Licence.</p> <p>5.3 The Minister shall not renew this Lease if the Lessee is in default of this Lease or any Corresponding Licence.</p> <p>5.4 Any renewal of the Term will be subject to;</p> <p>5.4.1 the maximum term specified in the Act for a lease in the Class of Aquaculture; and</p> <p>5.4.2 such conditions as may be determined by the Minister, including any conditions determined in accordance with any aquaculture policies developed under Part 4 of the Act, ('the reviewed conditions').</p> <p>5.5 On renewal the Minister may issue a new lease incorporating any reviewed conditions.</p>		<p>(b) the extent to which the lessee has complied with the obligations, conditions and standards of compliance imposed on a lessee under the Act, the Regulations and an aquaculture policy applying in respect of the lease;</p> <p>(c) whether a corresponding licence holder is in breach of, or has previously breached, a condition of a corresponding licence;</p> <p>(d) the extent to which a corresponding licence holder has complied with the obligations, conditions and standards of compliance imposed on a licensee under the Act, the Regulations and an aquaculture policy applying in respect of the licence;</p> <p>(e) whether a corresponding licence holder has contravened a notice issued under section 33 of the <i>Livestock Act 1997</i>.</p>
CONVERSION		Reasoning
Existing condition	Replaced / Deleted	Not required, this condition relates only to pilot leases and is a duplication of the provisions of section 37 of the Act.
<p>6.1 This Lease may be converted in accordance with the Act.</p> <p>6.2 Any conversion of this Lease will be subject to:</p> <p>6.2.1 the maximum term specified in the Act for a lease in the Class of Aquaculture; and</p> <p>6.2.2 such conditions as may be determined by the Minister, including any conditions determined in accordance with any aquaculture policies developed under Part 4 of the Act, ("the conditions imposed on conversion").</p> <p>6.2.3 On the conversion of this lease the Minister may issue a new lease, incorporating the conditions imposed on conversion."</p>	Deleted	
LEASE FEE		New Condition
Existing condition	Replaced / Deleted	9—Lease fee
<p>2.1 The Lessee must pay to the Minister the annual rental free from exchange deduction or abatement.</p> <p>2.2 At the commencement of the term the annual rental payable under this Lease is the annual rental stipulated in the Schedule.</p> <p>2.3 The annual rental payable in respect of this lease is subject to adjustment during the term, as determined by the Minister in accordance with aquaculture policy developed under Part 4 of the Act.</p> <p>2.4 The adjusted annual rental shall be as notified by the Minister before 30 June in each year.</p>	Replaced	<p>(1) The annual lease fee, as specified in a schedule to the lease, is payable in respect of each financial year, or part of a financial year, in which the lease applies.</p> <p>(2) The Minister may vary the annual lease fee by written notice to the lessee.</p> <p>(3) If the lease is granted part of the way through a financial year, the fee for that financial year will be calculated on a pro-rata basis from when the lease is granted.</p> <p>(4) The lessee must pay the annual lease fee and the GST payment (see clause 10) within the time specified by the Minister by written notice to the</p>

<p>2.5 Annual rental is payable in full before 31 July in each year by direct bank transfer to the credit of a bank account nominated by the Minister, or by cheque payable to the Department for Primary Industry and Resources SA, delivered to the address stipulated by the Minister.</p>		<p>lessee (which must be not less than 10 business days after receipt of the notice).</p> <p>(5) The Minister may enter into an arrangement with the lessee for payment of the annual lease fee (other than the annual lease fee applying in the first year of the lease) by instalments.</p> <p>(6) If the lessee fails to pay the annual lease fee or an instalment of the annual lease fee by the date specified by the Minister, the Minister may, by written notice, require the lessee to make good the default.</p>
<p>7.1 The Lessee must pay to the Minister the annual Lease fee free from exchange deduction or abatement.</p> <p>7.2 At the commencement of the term the annual Lease fee payable under this Lease is the rental stipulated in the Schedule.</p> <p>7.3 The Minister may adjust the Lease fee at any time during the term in accordance with the following:</p> <p>7.3.1 The Minister must give the Lessee written notice of intention to adjust the Lease fee (“notice of intent to adjust Lease fee”);</p> <p>7.3.2 The notice of intent to adjust Lease fee may specify the amount of adjustment proposed;</p> <p>7.3.3 The Minister must give the Lessee written notice of the adjusted Lease fee (“adjustment notice”), specifying the date from which the adjusted Lease fee is effective (“effective date”);</p> <p>7.3.4 The effective date must be no earlier than the date of the notice of intent.</p> <p>7.4 The Lease fee in respect of any renewed term will be as notified by the Minister before the expiry of the initial term, and any adjustment of the Lease fee in respect of any renewed term of this Lease will be payable in accordance with the reviewed conditions.</p> <p>7.5 The Lease fee is payable in full within one month of commencement of this Lease, and on each anniversary of the commencement of this Lease during the term of this Lease, by direct bank transfer to the credit of a bank account nominated by the Minister, or by cheque payable to the Department of Primary Industries and Resources SA, delivered to the address stipulated by the Minister.</p>	<p>Replaced</p>	
<p>6.1 The Lessee must pay to the Minister the annual Lease fee free from exchange deduction or abatement.</p> <p>6.2 At the commencement of the term the annual Lease fee payable under this Lease is the rental stipulated in the Schedule.</p> <p>6.3 The Minister may adjust the Lease fee at any time during the term in accordance with the following:</p> <p>6.3.1 The Minister must give the Lessee written notice of intention to adjust the Lease fee (“notice of intent to adjust Lease fee”);</p> <p>6.3.2 The notice of intent to adjust Lease fee may specify the amount of adjustment proposed;</p>	<p>Replaced</p>	

<p>6.3.3 The Minister must give the Lessee written notice of the adjusted Lease fee (“adjustment notice”), specifying the date from which the adjusted Lease fee is effective (“effective date”);</p> <p>6.3.4 The effective date must be no earlier than the date of the notice of intent.</p> <p>6.4 The Lease fee in respect of any renewed term will be as notified by the Minister before the expiry of the initial term, and any adjustment of the Lease fee in respect of any renewed term of this Lease will be payable in accordance with the reviewed conditions.</p> <p>6.5 The Lease fee is payable in full within one month of commencement of this Lease, and on each anniversary of the commencement of this Lease during the term of this Lease, by direct bank transfer to the credit of a bank account nominated by the Minister, or by cheque payable to the Department of Primary Industries and Resources SA, delivered to the address stipulated by the Minister.</p>		
GST		New Condition
Existing condition	Replaced / Deleted	10—GST
<p>3.1 The rental payable under this Lease is exclusive of GST.</p> <p>3.2 The Lease is a taxable supply under GST Law.</p> <p>3.3 Department of Primary Industries and Resources ABN No. 53 763 159 658 is the government entity administering this Lease on behalf of the Minister and is registered pursuant to the GST Law.</p> <p>3.4 Department of Primary Industries and Resources is entitled to be treated as the maker of any taxable supply and the recipient of any taxable supply pursuant to this Lease instead of the Minister for the purposes only of the GST Law.</p> <p>3.5 The Lessee must pay to the Minister, together with any payment of rental under this Lease, an additional amount in respect of GST (the “GST payment”). The GST payment is ten per cent of the rental, subject only to any change in the rate of GST under GST Law.</p> <p>3.6 The Minister must issue to the Lessee a tax invoice within ten (10) business days after the Lessee has delivered payment of rental and the GST payment.</p>	Replaced	<p>(1) The annual lease fee payable under the lease is exclusive of GST.</p> <p>(2) The lease is a taxable supply under GST Law.</p> <p>(3) The Department of Primary Industries and Regions, ABN No. 53 763 159 658, is the government entity administering each aquaculture lease on behalf of the Minister and is registered pursuant to the GST Law.</p> <p>(4) The Department of Primary Industries and Regions is entitled to be treated as the maker of any taxable supply and the recipient of any taxable supply pursuant to each aquaculture lease instead of the Minister for the purposes only of the GST Law.</p> <p>(5) The lessee must, together with any payment of the annual lease fee, pay an additional amount in respect of GST (the GST payment) which is 10% of the annual lease fee, subject only to any change in the rate of GST under GST Law.</p>
<p>8.1 The Lease fee payable under this Lease is exclusive of GST.</p> <p>8.2 This Lease is a taxable supply under GST Law.</p> <p>8.3 The Department of Primary Industries and Resources, ABN No. 53 763 159 658, is the government entity administering this Lease on behalf of the Minister and is registered pursuant to the GST Law.</p> <p>8.4 The Department of Primary Industries and Resources is entitled to be treated as the maker of any taxable supply and the recipient of any taxable supply pursuant to this Lease instead of the Minister for the purposes only of the GST Law.</p> <p>8.5 The Lessee must pay to the Minister, together with any payment of the Lease fee under this Lease, an additional amount in respect of GST (the “GST</p>	Replaced	

<p>payment"). The GST payment is ten (10) per cent of the Lease fee, subject only to any change in the rate of GST under GST Law.</p> <p>8.6 The Minister must issue to the Lessee a tax invoice at least ten (10) business days before the Lessee is obliged to pay of the Lease fee and the GST payment.</p>		
<p>7.1 The Lease fee payable under this Lease is exclusive of GST.</p> <p>7.2 This Lease is a taxable supply under GST Law.</p> <p>7.3 The Department of Primary Industries and Resources, ABN No. 53 763 159 658, is the government entity administering this Lease on behalf of the Minister and is registered pursuant to the GST Law.</p> <p>7.4 The Department of Primary Industries and Resources is entitled to be treated as the maker of any taxable supply and the recipient of any taxable supply pursuant to this Lease instead of the Minister for the purposes only of the GST Law.</p> <p>7.5 The Lessee must pay to the Minister, together with any payment of the Lease fee under this Lease, an additional amount in respect of GST (the 'GST payment'). The GST payment is ten (10) per cent of the Lease fee, subject only to any change in the rate of GST under GST Law.</p> <p>7.6 The Minister must issue to the Lessee a tax invoice at least ten (10) business days before the Lessee is obliged to pay of the Lease fee and the GST payment.</p>	Replaced	
LESSES USE OF LEASED AREA		New Condition
Existing condition	Replaced / Deleted	12—Performance requirement
The Lessee must not use the Leased Area or permit it to be used for any purpose other than the Permitted Class of Aquaculture.	Replaced	(1) The lessee must ensure that the leased area is—
The Lessee must not use the Leased Area or permit it to be used for any class of aquaculture other than the class of aquaculture stipulated in the Schedule.	Replaced	(a) used in accordance with the performance criteria specified in a schedule to the lease; and
DEVELOPMENT REQUIREMENT		(b) used for the class of aquaculture, and to the extent, specified in a schedule to the lease.
Existing condition	Replaced / Deleted	(2) If the Minister considers on reasonable grounds that the lessee is at any time not complying with subclause (1), the Minister may—
The Lessee must ensure that the Leased Area is developed in accordance with the rate and extent agreed in writing by the Minister.	Replaced	(a) by notice in writing direct the lessee to take certain action in a specified time for the purposes of ensuring such compliance; and
The Lessee must ensure that the Leased Area is developed in accordance with the performance criteria stipulated in the Schedule and used for the Class of Aquaculture to the extent stipulated in the Schedule.	Replaced	(b) vary the lease as the Minister considers appropriate in the circumstances of the case including, without limitation—
COMPLIANCE WITH DIRECTIONS		(i) by reducing the term of the lease; and
Existing condition	Replaced / Deleted	(ii) by reducing the size of the leased area.
COMPLIANCE WITH DIRECTIONS		Reasoning
The Lessee must comply with directions given by the Minister for Transport, or any person authorised by the Minister for Transport to give such directions, under and pursuant to the <i>Harbors and Navigation Act 1993</i> (SA).	Deleted	Not required, already an obligation of a lessee.

CONSENTS AND APPROVALS		New Condition
Existing condition	Replaced / Deleted	22—Consents and approvals (1) If the lessee's use of the leased area is permissible only with the consent or approval of any authority under or in pursuance of any law enactment or order of Court, the lessee must obtain such consent or approval at its own expense and the lessee must at no time during the term of the lease do or permit or fail to do or suffer to be done any act, matter or thing whereby such consent or approval may lapse or be revoked. (2) During the term of the lease, the lessee must keep current all consents and approvals required under the <i>Development Act 1993</i> , the <i>Planning, Development and Infrastructure Act 2016</i> and any other law applicable to the leased area, the class of aquaculture authorised under the lease and the lessee's use of the leased area. (3) The lessee must, on request of the Minister, provide the Minister with specified documents relating to a consent or approval referred to in this clause.
9.1 If the Lessee's use of the Leased Area is permissible only with the consent or approval of any authority under or in pursuance of any law enactment or order of Court the Lessee must obtain such consent or approval at its own expense and the Lessee shall at no time during the Term of this Lease do or permit or fail to do or suffer to be done any act matter or thing whereby such consent or approval shall lapse or be revoked; and 9.2 The Lessee must keep current during the Term of this Lease all consents and approvals required under the <i>Development Act 1993</i> and any other law applicable to the Leased Area or the Permitted Use or the Lessee's use of the Leased Area.	Replaced	
14.1 If the Lessee's use of the Leased Area is permissible only with the consent or approval of any authority under or in pursuance of any law enactment or order of Court the Lessee must obtain such consent or approval at its own expense and the Lessee must at no time during the Term of this Lease do or permit or fail to do or suffer to be done any act matter or thing whereby such consent or approval may lapse or be revoked; and 14.2 The Lessee must keep current during the Term of this Lease all consents and approvals required under the <i>Development Act 1993</i> and any other law applicable to the Leased Area, the Class of Aquaculture and the Lessee's use of the Leased Area.	Replaced	
13.1 If the Lessee's use of the Leased Area is permissible only with the consent or approval of any authority under or in pursuance of any law enactment or order of Court the Lessee must obtain such consent or approval at its own expense and the Lessee must at no time during the Term of this Lease do or permit or fail to do or suffer to be done any act matter or thing whereby such consent or approval may lapse or be revoked; and 13.2 The Lessee must keep current during the Term of this Lease all consents and approvals required under the <i>Development Act 1993</i> and any other law applicable to the Leased Area, the Class of Aquaculture and the Lessee's use of the Leased Area.	Replaced	
NO NUISANCE		New Condition
Existing condition	Replaced / Deleted	21—No nuisance The lessee must not do or permit to be done (including by a failure to take action) anything on or in respect of the leased area which may cause, or be likely to cause, a nuisance or
12.1 The Lessee must not do or fail to do anything on or in respect of the Leased Area (and must ensure that its employees, agents, contractors and invitees and	Replaced	

<p>any licensee under a corresponding licence do not do or fail to do anything on or in respect of the Leased Area):</p> <p>12.1.1 whereby a nuisance (whether public or private) may arise or continue upon or in connection with the Leased Area; or</p> <p>12.1.2 whereby any nuisance or disturbance could arise to any users of land near the Leased Area or the waters around the Leased Area or which could interfere with the same.</p>		annoyance to or in any way interfere with the quiet enjoyment and comfort of any users of land or waters near or around the leased area.
<p>15.1 The Lessee must not do or fail to do anything on or in respect of the Leased Area (and must ensure that its employees, agents, contractors and invitees and any licensee under a Corresponding Licence do not do or fail to do anything on or in respect of the Leased Area) whereby, in the opinion of the Minister:</p> <p>15.1.1 a nuisance (whether public or private) may arise or continue upon or in connection with the Leased Area; or</p> <p>15.1.2 any nuisance, annoyance, grievance, obstruction or disturbance could arise to any users of land near the Leased Area or the waters around the Leased Area or which could interfere with the same."</p>	Replaced	
<p>14.1 The Lessee must not do or fail to do anything on or in respect of the Leased Area (and must ensure that its employees, agents, contractors and invitees and any licensee under a Corresponding Licence do not do or fail to do anything on or in respect of the Leased Area) whereby, in the opinion of the Minister:</p> <p>14.1.1 a nuisance (whether public or private) may arise or continue upon or in connection with the Leased Area; or</p> <p>14.1.2 any nuisance, annoyance, grievance, obstruction or disturbance could arise to any users of land near the Leased Area or the waters around the Leased Area or which could interfere with the same.</p>	Replaced	
CONTAMINATION AND CONTAMINATING SUBSTANCES		New Condition
Existing condition	Replaced / Deleted	
<p>16.1 The Lessee must not bring or permit to be brought upon the Leased Area any matter in any form which the handling, storage, disposal, dealing with or the escape of which may in any manner result in, cause or contribute to pollution contamination or degradation on or to the Leased Area or any land or water adjacent or near to the Leased Area or exacerbate add to or compound any pre-existing pollution contamination or degradation or the feasibility, practicality or cost of its control and/or removal, unless the Lessee has obtained the prior written consent of the Minister, (which consent the Minister may grant or withhold or impose conditions on in its absolute unfettered discretion).</p> <p>16.2 Irrespective of whether the Minister gave its consent in respect of such material, compounds or substances pursuant to this clause, if during the term of this Lease, or during any subsequent period in which the Lessee continues to</p>	Replaced	<p>15—Notification to Minister of damage, degradation and risks arising due to aquaculture activity</p> <p>(1) The lessee must, on becoming aware of any of the following matters (whether in the leased area or outside it) occurring or being likely to occur due to aquaculture activity undertaken in connection with the leased area, immediately notify the Minister by telephone and also within 2 days by notice in writing:</p> <p>(a) damage or degradation to the seabed or the marine or coastal environment;</p> <p>(b) a material risk to navigational safety.</p> <p>(2) For the purposes of this clause, damage, degradation or a material risk is taken to occur due to an aquaculture activity if the activity is a contributing factor in the occurrence of the damage, degradation or material risk (as the case requires).</p>

<p>occupy or control the Leased area, any pollution contamination or degradation occurs or any exacerbation addition to or compounding of any pollution contamination or degradation existing prior to the date of commencement of the term of this Lease occurs (other than to the extent the result of any wilful or negligent act or omission of the Minister or any agent employee or contractor of the Minister) then:</p> <p>16.2.1 the Lessee must forthwith notify the Minister in writing of the location nature extent and quantity of such substance or compound and the pollution contamination and degradation it might cause and reasonable particulars of the long term effect of the same and likely cost of control collection removal and disposal; and</p> <p>16.2.2 the Lessee must permit the Minister and any employee, agent, inspector, contractor or invitee of the Minister at all times to enter upon the Leased Area and to inspect any suspected notified or known pollution contamination or degradation or any substance or compound capable of causing pollution contamination and degradation to the Leased Area or the land or water adjacent to or near the Leased Area and to abate any actual or potential danger or hazard in or about the Leased Area and if such hazard or damage in the reasonable opinion of the Minister is caused by or results from the substance or compound the Lessee shall pay to the Minister the costs and expenses incurred in carrying out such work; and</p> <p>16.2.3 the Lessee must at its own cost and expense if so required by the Minister remove any and all substances and compounds causing contributing or which could cause or contribute to pollution contamination or degradation of the Leased Area (or exacerbate add to or compound any pre-existing similar condition) from all parts of the Leased Area.</p> <p>16.3 During the Term of this Lease, the Lessee must indemnify and hold harmless the Minister and keep the Minister indemnified from and against all claims, demands, actions, proceedings, judgments, orders, costs, losses, damages and expenses of any nature whatsoever suffered or incurred by the Minister as a result whether directly or otherwise of:</p> <p>16.3.1 any act or omission of the Lessee its servants, agents, contractors, licensees or any other person acting with its authority which results in pollution, contamination or degradation on or to the Leased Area or any part thereof; and</p> <p>16.3.2 any failure of the Lessee to comply with observe and perform in respect of the Leased Area the requirements imposed on tenants or occupiers of the Leased Area by any laws, statutory enactments or regulations made pursuant thereto (whether Federal, State or municipal) relating to the contamination and/or degradation and/or pollution of the Leased Area or any part thereof (the "relevant law").</p>		
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<p>16.1 The Lessee must not bring or permit to be brought upon the Leased Area any matter in any form, the handling, storage, disposal, dealing with or the escape of which may in any manner result in, cause or contribute to pollution, contamination or degradation on or to the Leased Area or any land or water adjacent or near to the Leased Area or exacerbate add to or compound any pre-existing pollution, contamination or degradation or the feasibility, practicality or cost of its control and/or removal, unless the Lessee has obtained the prior written consent of the Minister, (which consent the Minister may grant, subject to conditions or withhold in its absolute discretion).</p> <p>16.2 Irrespective of whether the Minister gives its consent in respect of such material, compounds or substances pursuant to this clause, if during the Term of this Lease, or during any subsequent period in which the Lessee continues to occupy or control the Leased Area, any pollution, contamination or degradation occurs or any exacerbation, addition to or compounding of any pollution, contamination or degradation existing prior to the date of commencement of the Term of this Lease occurs (other than to the extent of the result of any wilful or negligent act or omission of the Minister or any agent employee or contractor of the Minister) then:</p> <p>16.2.1 the Lessee must immediately notify the Minister in writing of the location, nature, extent and quantity of such substance or compound and the pollution, contamination and degradation it might cause and reasonable particulars of the long term effect of the same and likely cost of control, collection, removal and disposal; and</p> <p>16.2.2 the Lessee must permit the Minister and any employee, agent, inspector, contractor or invitee of the Minister at all times to enter upon the Leased Area and to inspect any suspected, notified or known pollution, contamination or degradation or any substance or compound capable of causing pollution, contamination or degradation to the Leased Area or the land or water adjacent to or near the Leased Area and to abate any actual or potential danger or hazard in or about the Leased Area and if such hazard or damage in the reasonable opinion of the Minister is caused by or results from the substance or compound the Lessee must pay to the Minister the costs and expenses incurred in carrying out such work; and</p> <p>16.2.3 the Lessee must at its own cost and expense if so required by the Minister remove any and all substances and compounds causing, contributing or which could cause or contribute to pollution, contamination or degradation of the Leased Area (or exacerbate, add to or compound any pre-existing similar condition) from all parts of the Leased Area.</p> <p>16.3 During the Term of this Lease, the Lessee must indemnify and hold harmless the Minister and keep the Minister indemnified from and against all claims, demands, actions, proceedings, judgments, orders, costs, losses, damages and</p>	<p>Replaced</p>	
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<p>expenses of any nature whatsoever suffered or incurred by the Minister as a result whether directly or otherwise of:</p> <p>16.3.1 any act or omission of the Lessee, its servants, agents, contractors, licensees or any other person acting with its authority which results in pollution, contamination or degradation on or to the Leased Area or any part thereof; and</p> <p>16.3.2 any failure of the Lessee to comply with, observe and perform in respect of the Leased Area the requirements imposed on lessees, licensees or occupiers of the Leased Area by any laws, statutory enactments or regulations made pursuant thereto (whether Federal, State or municipal) relating to the contamination and/or degradation and/or pollution of the Leased Area or any part thereof.</p>		
<p>15.1 The Lessee must not bring or permit to be brought upon the Leased Area any matter in any form, the handling, storage, disposal, dealing with or the escape of which may in any manner result in, cause or contribute to pollution, contamination or degradation on or to the Leased Area or any land or water adjacent or near to the Leased Area or exacerbate add to or compound any pre-existing pollution, contamination or degradation or the feasibility, practicality or cost of its control and/or removal, unless the Lessee has obtained the prior written consent of the Minister, (which consent the Minister may grant, subject to conditions or withhold in its absolute discretion).</p> <p>15.2 Irrespective of whether the Minister gives its consent in respect of such material, compounds or substances pursuant to this clause, if during the Term of this Lease, or during any subsequent period in which the Lessee continues to occupy or control the Leased Area, any pollution, contamination or degradation occurs or any exacerbation, addition to or compounding of any pollution, contamination or degradation existing prior to the date of commencement of the Term of this Lease occurs (other than to the extent of the result of any wilful or negligent act or omission of the Minister or any agent employee or contractor of the Minister) then:</p> <p>15.2.1 the Lessee must immediately notify the Minister in writing of the location, nature, extent and quantity of such substance or compound and the pollution, contamination and degradation it might cause and reasonable particulars of the long term effect of the same and likely cost of control, collection, removal and disposal; and</p> <p>15.2.2 the Lessee must permit the Minister and any employee, agent, inspector, contractor or invitee of the Minister at all times to enter upon the Leased Area and to inspect any suspected, notified or known pollution, contamination or degradation or any substance or compound capable of causing pollution, contamination or degradation to the Leased Area or the land or water adjacent to or near the Leased Area and to abate any actual</p>	<p>Replaced</p>	

<p>or potential danger or hazard in or about the Leased Area and if such hazard or damage in the reasonable opinion of the Minister is caused by or results from the substance or compound the Lessee must pay to the Minister the costs and expenses incurred in carrying out such work; and</p> <p>15.2.3 the Lessee must at its own cost and expense if so required by the Minister remove any and all substances and compounds causing, contributing or which could cause or contribute to pollution, contamination or degradation of the Leased Area (or exacerbate, add to or compound any pre-existing similar condition) from all parts of the Leased Area.</p> <p>15.3 During the Term of this Lease, the Lessee must indemnify and hold harmless the Minister and keep the Minister indemnified from and against all claims, demands, actions, proceedings, judgments, orders, costs, losses, damages and expenses of any nature whatsoever suffered or incurred by the Minister as a result whether directly or otherwise of:</p> <p>15.3.1 any act or omission of the Lessee, its servants, agents, contractors, licensees or any other person acting with its authority which results in pollution, contamination or degradation on or to the Leased Area or any part thereof; and</p> <p>15.3.2 any failure of the Lessee to comply with, observe and perform in respect of the Leased Area the requirements imposed on lessees, licensees or occupiers of the Leased Area by any laws, statutory enactments or regulations made pursuant thereto (whether Federal, State or municipal) relating to the contamination and/or degradation and/or pollution of the Leased Area or any part thereof.</p>		
STATUTORY REQUIREMENTS		New Condition
Existing condition	Replaced / Deleted	23—Indemnity
<p>11.1 The Lessee must comply with the laws in force in South Australia in the course of any activity undertaken pursuant to this Lease, or in relation to or on the Leased Area.</p> <p>11.2 The Lessee shall be liable to indemnify the Minister from and against all actions proceedings claims demands charges penalties and expenses arising from any failure to comply with the laws in force in South Australia.</p>	Replaced	<p>The lessee must indemnify and save harmless the Crown in right of the State of South Australia against—</p> <p>(a) all actions, claims, demands, proceedings, judgements, orders, costs, damages, expenses and losses which the Minister may suffer or incur as a result of the death of or injury to any person or loss of or damage to the property of any person arising from or out of any of the following:</p> <p>(i) the use or occupation of the leased area by the lessee or a corresponding licence holder or any employee, agent, contractor or invitee of the lessee or a corresponding licence holder or any person under the control of the lessee or a corresponding licence holder;</p> <p>(ii) any occurrence on the leased area;</p>
<p>17.1 The Lessee must comply with:</p> <p>17.1.1 the laws in force in South Australia in the course of any activity undertaken pursuant to this Lease, or in relation to or on the Leased Area; and</p> <p>17.1.2 the requirements of all notices, orders or other requirements lawfully given or made by any authority or authorities in respect of the Leased Area or the use of the Leased Area by the Lessee.</p>	Replaced	

17.2 The Lessee must indemnify the Minister from and against all actions, proceedings, claims, demands, charges, penalties and expenses arising from any failure to comply with the laws in force in South Australia."		
16.1 The Lessee must comply with: 16.1.1 the laws in force in South Australia in the course of any activity undertaken pursuant to this Lease, or in relation to or on the Leased Area; and 16.1.2 the requirements of all notices, orders or other requirements lawfully given or made by any authority or authorities in respect of the Leased Area or the use of the Leased Area by the Lessee. 16.2 The Lessee must indemnify the Minister from and against all actions, proceedings, claims, demands, charges, penalties and expenses arising from any failure to comply with the laws in force in South Australia.	Replaced	(iii) any act, omission, neglect or default of the lessee or a corresponding licence holder, or any employee, agent, contractor or invitee of the lessee or a corresponding licence holder or any person under the control of the lessee or a corresponding licence holder; (b) (iv) any breach of obligations under the lease; and all loss or damage to the leased area, and any property on it caused by the lessee or a corresponding licence holder or by any employee, agent, contractor, or invitee of the lessee or a corresponding licence holder or other person having business with the lessee or a corresponding licence holder and in particular but without limiting in any way the generality of the foregoing by reason of the use, misuse, waste or abuse of the leased area; and (c) all fees, costs, liabilities and expenses incurred by the Minister in the exercise or attempted exercise of any of the rights, authorities, powers or remedies which are exercisable by the Minister pursuant to the lease, except to the extent caused or contributed to by any wilful or negligent act or omission of the Minister or any employee agent or contractor of the Minister; and (d) all actions, claims, demands, proceedings, judgements, orders, costs, damages, expenses and losses arising from any failure to comply with the laws in force in South Australia.
INDEMNITIES		
Existing condition	Replaced / Deleted	
The Lessee must indemnify and save harmless the Minister against: 13.1 all actions, claims, demands, proceedings, suits, costs, damages, expenses and losses which the Minister may suffer or incur as a result of the death of or injury to any person or loss of or damage to the property of any person arising from or out of any occurrence in, upon or about the Leased Area or any part of it or the use of the Leased Area by the Lessee or a licensee under a corresponding licence or by any employee, agent, contractor or invitee of the Lessee or licensee; and 13.2 all loss or damage to the Leased Area, and any property on it caused by the Lessee or licensee under a corresponding licence or by any employee, agent, contractor, or invitee of the Lessee or licensee or other person having business with the Lessee or Licensee and in particular but without limiting in any way the generality of the foregoing by reason of the use, misuse, waste or abuse of the Leased Area; and 13.3 all fees costs liabilities and expenses incurred by the Minister in the exercise or attempted exercise of any of the rights authorities powers or remedies which are exercisable by the Minister pursuant to this Lease; except to the extent caused or contributed to by any wilful or negligent act or omission of the Minister or any employee agent or contractor of the Minister.	Replaced	
The Lessee must indemnify and save harmless the Crown in right of the State of South Australia against: 18.1 all actions, claims, demands, proceedings, suits, costs, damages, expenses and losses which the Minister may suffer or incur as a result of the death of or injury to any person or loss of or damage to the property of any person arising from or out of:	Replaced	

<p>18.1.1 the use or occupation of the Leased Area by the Lessee or licensee under a Corresponding Licence or any employee, agent, contractor or invitee of the Lessee or licensee or any person under the control of the Lessee or licensee;</p> <p>18.1.2 any occurrence on the Leased Area;</p> <p>18.1.3 any act, omission, neglect or default of the Lessee or licensee under a Corresponding Licence, or any employee, agent, contractor or invitee of the Lessee or licensee or any person under the control of the Lessee or licensee;</p> <p>18.1.4 any breach of obligations under this Lease; and</p> <p>18.2 all loss or damage to the Leased Area, and any property on it caused by the Lessee or licensee under a Corresponding Licence or by any employee, agent, contractor, or invitee of the Lessee or licensee or other person having business with the Lessee or licensee and in particular but without limiting in any way the generality of the foregoing by reason of the use, misuse, waste or abuse of the Leased Area; and</p> <p>18.3 all fees costs liabilities and expenses incurred by the Minister in the exercise or attempted exercise of any of the rights authorities powers or remedies which are exercisable by the Minister pursuant to this Lease, except to the extent caused or contributed to by any wilful or negligent act or omission of the Minister or any employee agent or contractor of the Minister."</p>		
<p>The Lessee must indemnify and save harmless the Crown in right of the State of South Australia against:</p> <p>17.1 all actions, claims, demands, proceedings, suits, costs, damages, expenses and losses which the Minister may suffer or incur as a result of the death of or injury to any person or loss of or damage to the property of any person arising from or out of:</p> <p>17.1.1 the use or occupation of the Leased Area by the Lessee or licensee under a Corresponding Licence or any employee, agent, contractor or invitee of the Lessee or licensee or any person under the control of the Lessee or licensee;</p> <p>17.1.2 any occurrence on the Leased Area;</p> <p>17.1.3 any act, omission, neglect or default of the Lessee or licensee under a Corresponding Licence, or any employee, agent, contractor or invitee of the Lessee or licensee or any person under the control of the Lessee or licensee;</p> <p>17.1.4 any breach of obligations under this Lease; and</p> <p>17.2 all loss or damage to the Leased Area, and any property on it caused by the Lessee or licensee under a Corresponding Licence or by any employee, agent, contractor, or invitee of the Lessee or licensee or other person having business with the Lessee or licensee and in particular but without limiting in any way the</p>	<p>Replaced</p>	

<p>generality of the foregoing by reason of the use, misuse, waste or abuse of the Leased Area; and</p> <p>17.3 all fees costs liabilities and expenses incurred by the Minister in the exercise or attempted exercise of any of the rights authorities powers or remedies which are exercisable by the Minister pursuant to this Lease, except to the extent caused or contributed to by any wilful or negligent act or omission of the Minister or any employee agent or contractor of the Minister.</p>		
EXCLUSION OF LIABILITY		New Condition
Existing condition	Replaced / Deleted	18—Exclusion of liability
<p>The Minister and its servants, employees, agents, contractors and invitees shall have no responsibility or liability to the Lessee and the Minister and its employees agents contractors and invitees for any loss or injury suffered by the Lessee or to the property of the Lessee except to the extent caused or contributed to by any unlawful or negligent act or omission of the Minister or any employee agent or contractor of the Minister.</p>	Replaced	<p>The Minister and its employees, agents, contractors and invitees will have no responsibility or liability to the lessee for any loss or injury suffered by the lessee or to the property of the lessee except to the extent caused or contributed to by any unlawful or negligent act or omission of the Minister or any employee, agent, contractor or invitee of the Minister.</p>
<p>The Minister and its servants, employees, agents, contractors and invitees will have no responsibility or liability to the Lessee for any loss or injury suffered by the Lessee or to the property of the Lessee except to the extent caused or contributed to by any unlawful or negligent act or omission of the Minister or any employee, agent or contractor of the Minister.</p>	Replaced	
PUBLIC LIABILITY INSURANCE		New Condition
Existing condition	Replaced / Deleted	25—Public liability insurance
<p>10.1 The Lessee shall forthwith effect and keep current during the Term of this Lease in the joint names of the Minister and the Lessee for their respective rights and interests with a reputable and solvent insurer first approved by the Minister (which approval shall not be unreasonably withheld) a policy of public risk insurance in respect of the Leased Area for an amount not less than the amount stipulated in the Schedule in respect of any single claim, accident or event (or such greater amount as the Minister shall from time to time reasonably require) and upon request from or on behalf of the Minister to produce a copy of such policy and a copy of a certificate of currency in respect thereof such policy to indemnify the Lessee and the Minister against any and all actions, suits, claims demands cost proceedings expenses harm and loss of any kind including arising out of or in connection with:</p> <p>10.1.1 the use of the Leased Area by the Lessee or a licensee under a corresponding licence or its servants, agents and invitees; and/or</p> <p>10.1.2 any death, illness or bodily injury sustained by any person upon the Leased Area or any damage to property occurring upon the Leased Area.</p>	Replaced	<p>(1) During the term of the lease and as contemplated under clause 31 the lessee must either—</p> <ul style="list-style-type: none"> (a) maintain public liability insurance in the joint names of the lessee and the Minister for their respective rights and interests; or (b) note the leased area and the Minister's rights and interests in the leased area and under the lease on public liability insurance effected by the lessee in respect of other land or premises within the Commonwealth of Australia. <p>(2) The lessee must ensure that the insurance referred to in subclause (1)—</p> <ul style="list-style-type: none"> (a) is with an insurer satisfactory to the Minister; and (b) is for not less than the amount specified in a schedule to the lease for any 1 event or such other amount as the Minister may reasonably require; and (c) requires that the insurer notify the Minister of any proposed variations to or enforcement of the terms of the insurance; and

<p>Notwithstanding any other provision of this clause the Lessee shall satisfy the obligations to effect a policy of public risk insurance if the Lessee notes the Leased Area and the Minister's rights and interests therein and under this Lease upon any policy of public risk insurance effected by the Lessee in respect of other land or premises within the Commonwealth of Australia provided such policy and such insurer otherwise satisfies the requirements of this clause and the Lessee upon request from or on behalf of the Minister produces a copy of such policy and a copy of a Certificate of Currency in respect thereof.</p>		<p>(d) has sufficient scope of coverage to indemnify the lessee and the Minister against any loss of any kind including loss arising out of or in connection with—</p> <ul style="list-style-type: none"> (i) the use of the leased area by the lessee or a licensee under a corresponding licence or the servants, agents and invitees of either; and (ii) any death, illness or bodily injury sustained by any person on the leased area or any damage to property occurring on the leased area.
<p>20.1 During the Term the Lessee must either:</p> <p>20.1.1 maintain public liability insurance in the joint names of the Lessee and the Minister for their respective rights and interests for not less than the amount specified in the Schedule for any one event or such other amount as the Minister may reasonably require; or</p> <p>20.1.2 note the Leased Area and the Minister's rights and interests in the Leased Area and under this Lease on public liability insurance effected by the Lessee in respect of other land or premises within the Commonwealth of Australia.</p> <p>20.2 The Lessee must ensure that the insurance referred to in clause 20.1 is with an insurer satisfactory to the Minister and has sufficient scope of coverage to indemnify the Lessee and the Minister against any loss of any kind including loss arising out of or in connection with:</p> <p>20.2.1 the use of the Leased Area by the Lessee or a licensee under a Corresponding Licence or the servants, agents and invitees of either; and</p> <p>20.2.2 any death, illness or bodily injury sustained by any person on the Leased Area or any damage to property occurring on the Leased Area.</p> <p>20.3 On request from or on behalf of the Minister, the Lessee must produce a copy of the policy and a copy of a certificate of currency in respect of the insurance referred to in clause 20.1.</p> <p>20.4 The Minister may vary the amount of public liability insurance stipulated in the Schedule during the term of the Lease in accordance with the following:</p> <p>20.4.1 The Minister must give the Lessee written notice of intention to adjust the amount of public liability insurance required ("notice of intent to vary public liability insurance requirement");</p> <p>20.4.2 The notice of intent may specify the amount of adjustment proposed;</p> <p>20.4.3 The Minister must give the Lessee written notice of the adjusted public liability insurance requirement ("adjustment notice"), specifying the date from which the adjusted public liability insurance requirement is effective ("effective date");</p> <p>20.4.4 The effective date must be no earlier than the date of the notice of intent.</p> <p>20.5 The Lessee must comply with any variation as required by the Minister in accordance with this clause.</p>	<p>Replaced</p>	<p>(3) The lessee must produce a copy of the relevant insurance policy referred to in subclause (1) and a copy of a certificate of currency in respect of that insurance policy—</p> <ul style="list-style-type: none"> (a) within 14 days of the commencement of the term of a lease; and (b) at any other time on request of the Minister. <p>(4) The Minister may vary the amount of public liability insurance specified under subclause (1) during the term of the lease in accordance with the following:</p> <ul style="list-style-type: none"> (a) the Minister must give the lessee written notice of intention to adjust the amount of public liability insurance required (a notice of intent); (b) the notice of intent may specify the amount of adjustment proposed; (c) the Minister must give the lessee written notice of the adjusted public liability insurance requirement (an adjustment notice), specifying the date from which the adjusted public liability insurance requirement is effective (the effective date); (d) the effective date must be no earlier than the date of the notice of intent. <p>(5) The lessee must comply with any variation as required by the Minister in accordance with this clause.</p> <p>(6) The public liability insurance requirement in respect of any renewed term of the lease will be as notified by the Minister before the expiry of the initial term of the lease.</p>

<p>20.6 The public liability insurance requirement in respect of any renewed term will be as notified by the Minister before the expiry of the initial term.</p>		
<p>19.1 During the Term the Lessee must either:</p> <p>19.1.1 maintain public liability insurance in the joint names of the Lessee and the Minister for their respective rights and interests for not less than the amount specified in the Schedule for any one event or such other amount as the Minister may reasonably require; or</p> <p>19.1.2 note the Leased Area and the Minister's rights and interests in the Leased Area and under this Lease on public liability insurance effected by the Lessee in respect of other land or premises within the Commonwealth of Australia.</p> <p>19.2 The Lessee must ensure that the insurance referred to in clause 19.1 is with an insurer satisfactory to the Minister and has sufficient scope of coverage to indemnify the Lessee and the Minister against any loss of any kind including loss arising out of or in connection with:</p> <p>19.2.1 the use of the Leased Area by the Lessee or a licensee under a Corresponding Licence or the servants, agents and invitees of either; and</p> <p>19.2.2 any death, illness or bodily injury sustained by any person on the Leased Area or any damage to property occurring on the Leased Area.</p> <p>19.3 On request from or on behalf of the Minister, the Lessee must produce a copy of the policy and a copy of a certificate of currency in respect of the insurance referred to in clause 19.1.</p> <p>19.4 The Minister may vary the amount of public liability insurance stipulated in the Schedule during the term of the Lease in accordance with the following:</p> <p>19.4.1 The Minister must give the Lessee written notice of intention to adjust the amount of public liability insurance required ('notice of intent to vary public liability insurance requirement');</p> <p>19.4.2 The notice of intent may specify the amount of adjustment proposed;</p> <p>19.4.3 The Minister must give the Lessee written notice of the adjusted public liability insurance requirement ('adjustment notice'), specifying the date from which the adjusted public liability insurance requirement is effective ('effective date');</p> <p>19.4.4 The effective date must be no earlier than the date of the notice of intent.</p> <p>19.5 The Lessee must comply with any variation as required by the Minister in accordance with this clause.</p> <p>19.6 The public liability insurance requirement in respect of any renewed term will be as notified by the Minister before the expiry of the initial term.</p>	<p>Replaced</p>	

GUARANTEE OR INDEMNITY		New Condition
Existing condition	Replaced / Deleted	
<p>24.1 The Lessee must within five business days of receipt of this Lease but with effect from the date of commencement of the Term of this Lease either:</p> <p>24.1.1 provide a guarantee from its bankers; or</p> <p>24.1.2 contribute to an indemnity scheme established and/or nominated by the Minister for the aquaculture and fisheries industry to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the Lessee of the terms and conditions of this Lease and in particular the obligations of the Lessee to rehabilitate the Leased Area immediately prior to the expiration or sooner determination of the Term of this Lease upon the following terms and conditions:</p> <p>24.1.3 the Lessee shall either:(a) arrange for the provision from a Bank as defined in the Banking Act 1959 or established by an Act of the Parliament of South Australia of an irrevocable and continuing bank guarantee for an amount stipulated in the Schedule (the ""Bank Guarantee""). The Bank Guarantee shall otherwise contain terms and conditions which are reasonably satisfactory to the Minister. The Bank Guarantee shall be continuously in existence until the Minister agrees to release the Bank Guarantee under this clause. The guarantee shall entitle the Minister to make demand on the Bank Guarantee at any time if there has been a failure by the Lessee to pay any money at the time specified for such payment or if there has been any other breach or default by the Lessee for the due and punctual performance of the covenants obligations and provisions on the part of the Lessee under this Lease. If the Minister make a demand on the Bank Guarantee either in whole or in part and appropriate such funds then the Lessee shall within 5 days of such demand by the Minister provide the Minister with a fresh Bank Guarantee for an amount equal to the amount so demanded and paid by the Bank to the Minister on the Bank Guarantee and on the same terms and conditions as specified in this clause. The Lessee shall not be entitled to a release or a re-delivery nor to request a release or re-delivery of the Bank Guarantee until 1 month after the expiration of the Term of this Lease. Notwithstanding any other provisions of this clause the Minister shall be entitled to refuse to release or deliver up to the Lessee the Bank Guarantee if the Minister reasonably considers that there may be unremedied breaches or contingent obligations under the Lease yet to mature and to be performed by the Lessee at the time of the request to the Minister to release or re-deliver the Bank Guarantee; or(b) make such contributions to the indemnity scheme established and/or nominated by the Minister for the aquaculture and fisheries industries as</p>	Replaced	<p>24—Guarantee or approved scheme</p> <p>(1) The lessee must within 5 business days of receipt of the lease but with effect from the date of commencement of the term of the lease at the lessee's option either—</p> <p>(a) provide a guarantee from its bankers in the amount specified in a schedule to the lease, or if no amount is specified, in the amount of \$10 000; or</p> <p>(b) contribute to a scheme established or approved by the Minister for the aquaculture industry to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the lessee of its obligations under the terms and conditions of the lease and, in particular, the obligation to rehabilitate the leased area under clause 28; or</p> <p>(c) take any other action approved by the Minister for the purpose of ensuring the security of the due and punctual performance by the lessee of its obligations under the terms and conditions of the lease and, in particular, the obligation to rehabilitate the leased area under clause 28.</p> <p>(2) If the lessee provides a bank guarantee the following provisions apply:</p> <p>(a) the lessee must arrange for the provision from an authorised deposit taking institution within the meaning of the <i>Banking Act 1959</i> of the Commonwealth of an irrevocable and continuing bank guarantee for an amount stipulated from time to time by the Minister (the Bank Guarantee) which must—</p> <p>(i) contain terms and conditions reasonably satisfactory to the Minister; and</p> <p>(ii) be maintained continuously until the Minister agrees to release it under this clause; and</p> <p>(iii) entitle the Minister to call on the Bank Guarantee at any time if the lessee fails fully and punctually to perform any of its obligations under the terms and conditions of the lease, in particular, the obligations of the lessee to rehabilitate the leased area under clause 28;</p> <p>(b) if the Minister makes a call on the Bank Guarantee and appropriates any funds, then within 5 days of that call the lessee must provide the Minister with a fresh Bank Guarantee for an amount equal to the amount so called and paid by the bank to the Minister and on the same terms and conditions as specified in this clause;</p>

<p>24.1.4 required by the Minister or the administrator of such scheme, and if required make such contributions on an annual or other basis and in such amounts as required by the Minister or the administrator of such scheme; the provisions of this clause do not in any way limit restrict or prejudice the rights of the Minister to exercise such additional rights remedies and powers as the Minister may consider appropriate as a result of the Lessee's default.</p> <p>24.1.5 notwithstanding any other provision of this clause, if the Lessee transfers or assigns its estate and interest in this Lease, then upon and as and from the date ("the Date") such transferee or assignee providing to the Minister either a guarantee from its bankers as satisfies the requirements of this clause or evidence of having contributed to an indemnity scheme established and/or nominated by the Minister for the aquaculture and fisheries industry in such amount as required by this clause, the Minister shall from the Date fully free release and discharge the Lessee from any and all obligations under and pursuant to this clause and shall release and redeliver to the Lessee any bank.</p> <p>24.2 If the Lessee has already provided a guarantee or contributed to a fund in accordance with obligations under previous arrangements to the extent required under this Lease, then the Lessee is excused from the initial requirement to provide a guarantee or contribution, but not from subsequent obligations under this clause.</p>		<p>(c) the lessee will not be entitled to request or obtain a release or a redelivery of the Bank Guarantee until 1 month after the expiration of the term of the lease;</p> <p>(d) notwithstanding any other provisions of this clause the Minister may refuse to release or deliver up to the lessee the Bank Guarantee if the Minister reasonably considers that there may be unremedied breaches or contingent obligations under the lease yet to mature and to be performed by the lessee at the time of the request to the Minister to release or re-deliver the Bank Guarantee.</p> <p>(3) If the lessee does not provide a Bank Guarantee or take any other action approved by the Minister under subclause (1)(c), the lessee must make such contributions to the scheme established or approved by the Minister for the aquaculture industry as required by the Minister or the administrator of such scheme, and if required make such contributions on an annual or other basis and in such amounts as required by the Minister or the administrator of such scheme.</p> <p>(4) The provisions of this clause do not in any way limit, restrict or prejudice the rights of the Minister to exercise such additional rights, remedies and powers as the Minister may consider appropriate as a result of the lessee's default.</p> <p>(5) Notwithstanding any other provision of this clause, if the lessee transfers or assigns its estate and interest in the lease, then on and as and from the date that the transferee or assignee complies with subclause (1), the Minister must fully free, release and discharge the lessee from any and all obligations under and pursuant to this clause and must release and redeliver to the lessee any bank guarantee.</p>
<p>20.1 The Lessee must within five business days of receipt of this Lease but with effect from the date of commencement of the Term of this Lease at the Lessee's option either:</p> <p>20.1.1 provide a guarantee from its bankers in the amount of \$10,000.00 (Ten Thousand Dollars); or</p> <p>20.1.2 contribute to an indemnity scheme established and/or nominated by the Minister for the aquaculture industry,</p> <p>(a) to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the Lessee of the terms and conditions of this Lease and in particular the obligations of the Lessee to rehabilitate the Leased Area immediately prior to the expiration or sooner determination of the Term of this Lease upon the terms and conditions specified in this clause.</p> <p>20.1.3 If the Lessee provides a bank guarantee:</p> <p>(a) the Lessee must arrange for the provision from an authorised deposit taking institution within the meaning of the Banking Act 1959 (Cwlth) of an irrevocable and continuing bank guarantee for an amount stipulated from time to time by the Minister ("Bank Guarantee"). The Bank Guarantee must:</p>	<p>Replaced</p>	<p>(6) If the lessee has already provided a guarantee, contributed to a scheme or taken other action approved by the Minister in accordance with obligations under previous arrangements to the extent required under the lease, then the lessee is excused from the initial requirement to provide a guarantee or contribution, but not from subsequent obligations under this clause.</p> <p>(7) The lessee must, on request by the Minister, demonstrate to the Minister's satisfaction that the amount of the Bank Guarantee, scheme or other security under subclause (1) is sufficient for the purposes of this clause, in particular the rehabilitation of the leased area under clause 28.</p> <p>(8) The Minister may vary the amount of the Bank Guarantee required under the lease during the term of the lease in accordance with the following:</p> <p>(a) the Minister must give the lessee written notice of intention to adjust the Bank Guarantee required (a notice of intent);</p> <p>(b) the notice of intent may specify the amount of adjustment proposed;</p> <p>(c) the Minister must give the lessee written notice of the adjusted bank guarantee requirement (an adjustment notice), specifying the date</p>

<p>(i) contain terms and conditions reasonably satisfactory to the Minister;</p> <p>(ii) be maintained continuously until the Minister agrees to release it under this clause;</p> <p>(iii) entitle the Minister to call on the Bank Guarantee at any time if the Lessee fails to pay any money at the time specified or fails fully and punctually to perform any of its obligations under this Lease.</p> <p>(b) If the Minister makes a call on the Bank Guarantee and appropriates any funds, then within 5 days of that call the Lessee must provide the Minister with a fresh Bank Guarantee for an amount equal to the amount so called and paid by the Bank to the Minister and on the same terms and conditions as specified in this clause.</p> <p>(c) The Lessee will not be entitled to request or obtain a release or a re-delivery of the Bank Guarantee until 1 month after the expiration of the Term of this Lease.</p> <p>(d) Notwithstanding any other provisions of this clause the Minister may refuse to release or deliver up to the Lessee the Bank Guarantee if the Minister reasonably considers that there may be unremedied breaches or contingent obligations under the Lease yet to mature and to be performed by the Lessee at the time of the request to the Minister to release or re-deliver the Bank Guarantee.</p> <p>20.1.4 If the Lessee does not provide a Bank Guarantee, the Lessee must make such contributions to the indemnity scheme established and/or nominated by the Minister for the aquaculture industry as required by the Minister or the administrator of such scheme, and if required make such contributions on an annual or other basis and in such amounts as required by the Minister or the administrator of such scheme.</p> <p>20.1.5 The provisions of this clause do not in any way limit restrict or prejudice the rights of the Minister to exercise such additional rights remedies and powers as the Minister may consider appropriate as a result of the Lessee's default.</p> <p>20.1.6 Notwithstanding any other provision of this clause, if the Lessee transfers or assigns its estate and interest in this Lease, then upon and as and from the date ("the Date") of such transferee or assignee providing to the Minister either a guarantee from its bankers as satisfies the requirements of this clause or provides evidence of having contributed to an indemnity scheme established and/or nominated by the Minister for the aquaculture industry in such amount as required by this clause, the Minister shall from the Date fully free, release and discharge the Lessee from any and all</p>		<p>from which the adjusted bank guarantee requirement is effective (the effective date);</p> <p>(d) the effective date must be no earlier than the date of the notice of intent.</p> <p>(9) The lessee must comply with any variation as required by the Minister in accordance with this clause.</p> <p>(10) Where there is a bank guarantee in place under the lease (the earlier bank guarantee) and the Minister receives another bank guarantee required by the Minister in accordance with this clause, the Minister must discharge the earlier bank guarantee.</p>
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<p>obligations under and pursuant to this clause and shall release and redeliver to the Lessee any bank guarantee.</p> <p>20.2 If the Lessee has already provided a guarantee or contributed to a fund in accordance with obligations under previous arrangements to the extent required under this Lease, then the Lessee is excused from the initial requirement to provide a guarantee or contribution, but not from subsequent obligations under this clause</p> <p>20.3 The Minister may vary the amount of the Bank Guarantee required under this Lease during the term of the Lease in accordance with the following:</p> <p>20.3.1 The Minister must give the Lessee written notice of intention to adjust the Bank Guarantee required ("notice of intent");</p> <p>20.3.2 The notice of intent may specify the amount of adjustment proposed;</p> <p>20.3.3 The Minister must give the Lessee written notice of the adjusted bank guarantee requirement ("adjustment notice"), specifying the date from which the adjusted bank guarantee requirement is effective ("effective date");</p> <p>20.3.4 The effective date must be no earlier than the date of the notice of intent.</p> <p>20.4 The Lessee must comply with any variation as required by the Minister in accordance with this clause.</p> <p>20.5 Upon receipt of a new bank guarantee required by the Minister in accordance with this clause, the Minister must discharge any other bank guarantee provided to the Minister under this Lease.</p>		
<p>21.1 The Lessee must within five business days of receipt of this Lease but with effect from the date of commencement of the Term of this Lease at the Lessee's option either:</p> <p>21.1.1 provide a guarantee from its bankers in the amount of \$10,000.00 (Ten Thousand Dollars); or</p> <p>21.1.2 contribute to an indemnity scheme established and/or nominated by the Minister for the aquaculture industry,</p> <p>(a) to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the Lessee of the terms and conditions of this Lease and in particular the obligations of the Lessee to rehabilitate the Leased Area immediately prior to the expiration or sooner determination of the Term of this Lease upon the terms and conditions specified in this clause.</p> <p>21.1.3 If the Lessee provides a bank guarantee:</p> <p>(a) the Lessee must arrange for the provision from an authorised deposit taking institution within the meaning of the Banking Act 1959 (Cwlth) of an irrevocable and continuing bank guarantee for an amount stipulated from time to time by the Minister ("Bank Guarantee"). The Bank Guarantee must:</p>	<p>Replaced</p>	

<ul style="list-style-type: none"> (i) contain terms and conditions reasonably satisfactory to the Minister; (ii) be maintained continuously until the Minister agrees to release it under this clause; (iii) entitle the Minister to call on the Bank Guarantee at any time if the Lessee fails to pay any money at the time specified or fails fully and punctually to perform any of its obligations under this Lease. <p>(b) If the Minister makes a call on the Bank Guarantee and appropriates any funds, then within 5 days of that call the Lessee must provide the Minister with a fresh Bank Guarantee for an amount equal to the amount so called and paid by the Bank to the Minister and on the same terms and conditions as specified in this clause.</p> <p>(c) The Lessee will not be entitled to request or obtain a release or a re-delivery of the Bank Guarantee until 1 month after the expiration of the Term of this Lease.</p> <p>(d) Notwithstanding any other provisions of this clause the Minister may refuse to release or deliver up to the Lessee the Bank Guarantee if the Minister reasonably considers that there may be unremedied breaches or contingent obligations under the Lease yet to mature and to be performed by the Lessee at the time of the request to the Minister to release or re-deliver the Bank Guarantee.</p>		
<p>21.1.4 If the Lessee does not provide a Bank Guarantee, the Lessee must make such contributions to the indemnity scheme established and/or nominated by the Minister for the aquaculture industry as required by the Minister or the administrator of such scheme, and if required make such contributions on an annual or other basis and in such amounts as required by the Minister or the administrator of such scheme.</p>		
<p>21.1.5 The provisions of this clause do not in any way limit restrict or prejudice the rights of the Minister to exercise such additional rights remedies and powers as the Minister may consider appropriate as a result of the Lessee's default.</p>		
<p>21.1.6 Notwithstanding any other provision of this clause, if the Lessee transfers or assigns its estate and interest in this Lease, then upon and as and from the date ("the Date") of such transferee or assignee providing to the Minister either a guarantee from its bankers as satisfies the requirements of this clause or provides evidence of having contributed to an indemnity scheme established and/or nominated by the Minister for the aquaculture industry in such amount as required by this clause, the Minister shall from the Date fully free, release and discharge the Lessee from any and all</p>		

<p>obligations under and pursuant to this clause and shall release and redeliver to the Lessee any bank guarantee.</p> <p>21.2 If the Lessee has already provided a guarantee or contributed to a fund in accordance with obligations under previous arrangements to the extent required under this Lease, then the Lessee is excused from the initial requirement to provide a guarantee or contribution, but not from subsequent obligations under this clause</p> <p>21.3 The Minister may vary the amount of the Bank Guarantee required under this Lease during the term of the Lease in accordance with the following:</p> <p>21.3.1 The Minister must give the Lessee written notice of intention to adjust the Bank Guarantee required ("notice of intent");</p> <p>21.3.2 The notice of intent may specify the amount of adjustment proposed;</p> <p>21.3.3 The Minister must give the Lessee written notice of the adjusted bank guarantee requirement ("adjustment notice"), specifying the date from which the adjusted bank guarantee requirement is effective ("effective date");</p> <p>21.3.4 The effective date must be no earlier than the date of the notice of intent.</p> <p>21.4 The Lessee must comply with any variation as required by the Minister in accordance with this clause.</p> <p>21.5 Upon receipt of a new bank guarantee required by the Minister in accordance with this clause, the Minister must discharge any other bank guarantee provided to the Minister under this Lease.</p>		
<p>20.1 The Lessee must within five business days of receipt of this Lease but with effect from the date of commencement of the Term of this Lease at the Lessee's option either:</p> <p>20.1.1 provide a guarantee from its bankers in the amount of \$10,000.00 (Ten Thousand Dollars); or</p> <p>20.1.2 contribute to an indemnity scheme established and/or nominated by the Minister for the aquaculture industry,</p> <p>(a) to and in favour of and for the benefit of the Minister by way of security for the due and punctual performance by the Lessee of the terms and conditions of this Lease and in particular the obligations of the Lessee to rehabilitate the Leased Area immediately prior to the expiration or sooner determination of the Term of this Lease upon the terms and conditions specified in this clause.</p> <p>20.1.3 If the Lessee provides a bank guarantee:</p> <p>(a) the Lessee must arrange for the provision from an authorised deposit taking institution within the meaning of the Banking Act 1959 (Cwlth) of an irrevocable and continuing bank guarantee for an amount stipulated from time to time by the Minister ("Bank Guarantee"). The Bank Guarantee must:</p>	<p>Replaced</p>	

<ul style="list-style-type: none"> (i) contain terms and conditions reasonably satisfactory to the Minister; (ii) be maintained continuously until the Minister agrees to release it under this clause; (iii) entitle the Minister to call on the Bank Guarantee at any time if the Lessee fails to pay any money at the time specified or fails fully and punctually to perform any of its obligations under this Lease. <p>(b) If the Minister makes a call on the Bank Guarantee and appropriates any funds, then within 5 days of that call the Lessee must provide the Minister with a fresh Bank Guarantee for an amount equal to the amount so called and paid by the Bank to the Minister and on the same terms and conditions as specified in this clause.</p> <p>(c) The Lessee will not be entitled to request or obtain a release or a re-delivery of the Bank Guarantee until 1 month after the expiration of the Term of this Lease.</p> <p>(d) Notwithstanding any other provisions of this clause the Minister may refuse to release or deliver up to the Lessee the Bank Guarantee if the Minister reasonably considers that there may be unremedied breaches or contingent obligations under the Lease yet to mature and to be performed by the Lessee at the time of the request to the Minister to release or re-deliver the Bank Guarantee.</p>		
<p>20.1.4 If the Lessee does not provide a Bank Guarantee, the Lessee must make such contributions to the indemnity scheme established and/or nominated by the Minister for the aquaculture industry as required by the Minister or the administrator of such scheme, and if required make such contributions on an annual or other basis and in such amounts as required by the Minister or the administrator of such scheme.</p>		
<p>20.1.5 The provisions of this clause do not in any way limit restrict or prejudice the rights of the Minister to exercise such additional rights remedies and powers as the Minister may consider appropriate as a result of the Lessee's default.</p>		
<p>20.1.6 Notwithstanding any other provision of this clause, if the Lessee transfers or assigns its estate and interest in this Lease, then upon and as and from the date ("the Date") of such transferee or assignee providing to the Minister either a guarantee from its bankers as satisfies the requirements of this clause or provides evidence of having contributed to an indemnity scheme established and/or nominated by the Minister for the aquaculture industry in such amount as required by this clause, the Minister shall from the Date fully free, release and discharge the Lessee from any and all</p>		

<p>obligations under and pursuant to this clause and shall release and redeliver to the Lessee any bank guarantee.</p> <p>20.2 If the Lessee has already provided a guarantee or contributed to a fund in accordance with obligations under previous arrangements to the extent required under this Lease, then the Lessee is excused from the initial requirement to provide a guarantee or contribution, but not from subsequent obligations under this clause</p> <p>20.3 The Minister may vary the amount of the Bank Guarantee required under this Lease during the term of the Lease in accordance with the following:</p> <p>20.3.1 The Minister must give the Lessee written notice of intention to adjust the Bank Guarantee required ('notice of intent');</p> <p>20.3.2 The notice of intent may specify the amount of adjustment proposed;</p> <p>20.3.3 The Minister must give the Lessee written notice of the adjusted bank guarantee requirement ('adjustment notice'), specifying the date from which the adjusted bank guarantee requirement is effective ('effective date');</p> <p>20.3.4 The effective date must be no earlier than the date of the notice of intent.</p> <p>20.4 The Lessee must comply with any variation as required by the Minister in accordance with this clause.</p> <p>20.5 Upon receipt of a new bank guarantee required by the Minister in accordance with this clause, the Minister must discharge any other bank guarantee provided to the Minister under this Lease.</p>		
MINISTERS ACCESS TO LEASED AREA		
Existing condition	Replaced / Deleted	New Condition
<p>15.1 The Minister's officers, employees and/or agents, may enter upon and remain on the Leased Area for the purpose of inspecting the Leased Area including in respect of the performance of the Lessee's obligations and/or for the purpose of remedying any breach of the Lessee's obligations under this Lease or the Act in respect of the Leased Area or any breach by any licensee under a corresponding licence of its obligations under and pursuant to the licence or the Act, although the Minister shall be under no obligation to so remedy any such breach.</p> <p>15.2 In exercising any of its rights under and pursuant to this clause the Minister shall use its reasonable endeavours not to interfere with the lawful and permitted conduct of the Lessee's or a licensee's use of the Leased Area.</p>	Replaced	<p>14—Access to leased area</p> <p>(1) The Minister or an officer, employee or agent of the Minister may, without giving any notice, enter and remain on the leased area (including any marked-off area) for the purposes of—</p> <ul style="list-style-type: none"> (a) inspecting the leased area; and (b) monitoring compliance with, and enforcing, the Act, the Regulations and the lease by the lessee; and (c) monitoring compliance with, and enforcing, the Act, the Regulations and a corresponding licence by a corresponding licence holder; and (d) remedying a breach of the Act, the Regulations, the lease or a corresponding licence (although the Minister will be under no obligation to remedy any such breach).
<p>22.1 The Minister may, without giving any notice, with or without the Minister's officers, employees and/or agents, enter upon and remain on the Leased Area for the purpose of inspecting the Leased Area including in respect of the performance of the Lessee's obligations and/or for the purpose of remedying any breach of the Lessee's obligations under this Lease or the Act in respect of</p>	Replaced	<p>(2) The Minister and the Minister responsible for the administration of the <i>Harbors and Navigation Act 1993</i> and the officers, employees and agents of each of those Ministers may, without giving any notice, enter upon and remain on the leased area (including any marked-off area) for the purpose of inspecting all</p>

<p>the Leased Area or any breach by any licensee of its obligations under and pursuant to the Corresponding Licence or the Act, although the Minister will be under no obligation to so remedy any such breach.</p> <p>22.2 The Minister and the Minister for Transport may, without giving any notice, with or without either Minister's officers, employees and/or agents, enter upon and remain on the Leased Area for the purpose of inspecting all adjacent and subjacent land, all wharves, docks, jetties and other structures, and navigational aids as those terms are referred to in section 15 of the <i>Harbors and Navigation Act 1993</i> (SA).</p> <p>22.3 In exercising any of its rights under and pursuant to this clause the Minister and the Minister for Transport will use their reasonable endeavours not to interfere with the lawful and permitted conduct of the Lessee's or a licensee's use of the Leased Area.</p>		<p>adjacent and subjacent land, all wharves, docks, jetties and other structures, and navigational aids as those terms are referred to in section 15 of the <i>Harbors and Navigation Act 1993</i>.</p> <p>(3) In exercising any of their rights under and pursuant to this clause the Minister, the Minister responsible for the administration of the <i>Harbors and Navigation Act 1993</i> is committed and the officers, employees and agents of each of those Ministers must use reasonable endeavours not to interfere with the lawful and permitted conduct of the lessee's or a corresponding licensee's use of the leased area.</p> <p>(4) The powers of an authorised person under section 46 of the Act do not apply in respect of a person exercising a right under this clause in relation to a marked-off area.</p>
<p>15.1 The Minister may, without giving any notice, with or without the Minister's officers, employees and/or agents, enter upon and remain on the Leased Area for the purpose of inspecting the Leased Area including in respect of the performance of the Lessee's obligations and/or for the purpose of remedying any breach of the Lessee's obligations under this Lease or the Act in respect of the Leased Area or any breach by any licensee of its obligations under and pursuant to the Corresponding Licence or the Act, although the Minister will be under no obligation to so remedy any such breach.</p> <p>15.2 The Minister and the Minister for Transport may, without giving any notice, with or without either Minister's officers, employees and/or agents, enter upon and remain on the Leased Area for the purpose of inspecting all adjacent and subjacent land, all wharves, docks, jetties and other structures, and navigational aids as those terms are referred to in section 15 of the <i>Harbors and Navigation Act 1993</i> (SA).</p> <p>15.3 In exercising any of its rights under and pursuant to this clause the Minister and the Minister for Transport will use their reasonable endeavours not to interfere with the lawful and permitted conduct of the Lessee's or a licensee's use of the Leased Area.</p>	Replaced	
<p>21.1 The Minister may, without giving any notice, with or without the Minister's officers, employees and/or agents, enter upon and remain on the Leased Area for the purpose of inspecting the Leased Area including in respect of the performance of the Lessee's obligations and/or for the purpose of remedying any breach of the Lessee's obligations under this Lease or the Act in respect of the Leased Area or any breach by any licensee of its obligations under and pursuant to the Corresponding Licence or the Act, although the Minister will be under no obligation to so remedy any such breach.</p>	Replaced	

<p>21.2 The Minister and the Minister for Transport may, without giving any notice, with or without either Minister's officers, employees and/or agents, enter upon and remain on the Leased Area for the purpose of inspecting all adjacent and subjacent land, all wharves, docks, jetties and other structures, and navigational aids as those terms are referred to in section 15 of the Harbors and Navigation Act 1993 (SA).</p> <p>21.3 In exercising any of its rights under and pursuant to this clause the Minister and the Minister for Transport will use their reasonable endeavours not to interfere with the lawful and permitted conduct of the Lessee's or a licensee's use of the Leased Area.</p>		
LEASE VARIATION		New Condition
Existing condition	Replaced / Deleted	28—Rehabilitation of leased area
<p>23.1 The Minister may vary this lease in accordance with the Act.</p> <p>23.2 Where this Lease is varied in a way that consists of or involves the substitution of all or part of the area leased, the Lessee must, at the Lessee's cost in all things, prior to the variation:</p> <p>23.2.1 remove and carry away from the former Leased Area all improvements, plant, equipment, goods and property located or brought upon the former Leased Area by or on behalf of the Lessee and in doing so cause as little damage to the Leased Area as practicable; and</p> <p>23.2.2 upon completion of such removal, remove all debris, rubbish and waste from the former Leased Area and rehabilitate the same in respect of any damage caused thereto by the location thereon of such waste and debris; and</p> <p>23.2.3 reinstate and rehabilitate the former Leased Area and any portions thereof affected by the conduct of the Class of Aquaculture or the Lessee's use of the same to the condition existing prior to commencement of the Term of this Lease. Such rehabilitation must be performed by the Lessee at its cost in all things to the reasonable satisfaction of the Minister.</p> <p>23.3 The Minister may upon variation of this Lease issue either a certificate of variation of this Lease, or a new lease, incorporating the varied conditions.</p>	Replaced	<p>(1) The lessee must, at the lessee's cost in all things and to the reasonable satisfaction of the Minister, rehabilitate the leased area as follows:</p> <ul style="list-style-type: none"> (a) if the lessee does not apply for renewal of the lease—immediately before the expiry of the term of the lease; (b) if the lease is surrendered before the expiry of the term of the lease—immediately before the surrender of the lease; (c) if an application for renewal of the lease is refused—within 90 days of the date of the notice of refusal of the application or the expiry of the term, whichever is the later; (d) if the lease is cancelled—within 90 days of the date of the notice of cancellation; (e) if a variation of the lease consists of or involves the substitution of the coordinates of the area leased through a reduction in the area leased or movement of the area leased (but not including a subdivision or amalgamation of the area leased)—within 90 days of the variation. <p>(2) In order to rehabilitate the leased area pursuant to subclause (1), the lessee must—</p> <ul style="list-style-type: none"> (a) remove and carry away from the leased area all farmed aquatic organisms, aquaculture equipment, and other improvements, plant, goods and property located or brought upon the leased area by or on behalf of the lessee and in doing so cause as little damage to the leased area as practicable; and (b) on completion of such removal required by paragraph (a), remove all debris, rubbish and waste from the leased area and rehabilitate the leased area in respect of any damage caused by the presence of such waste, rubbish and debris; and
<p>22.1 The Minister may vary this lease in accordance with the Act.</p> <p>22.2 Where this Lease is varied in a way that consists of or involves the substitution of all or part of the area leased, the Lessee must, at the Lessee's cost in all things, prior to the variation:</p> <p>22.2.1 remove and carry away from the former Leased Area all improvements, plant, equipment, goods and property located or brought upon the former Leased Area by or on behalf of the Lessee and in doing so cause as little damage to the Leased Area as practicable; and</p>	Replaced	

<p>22.2.2 upon completion of such removal, remove all debris, rubbish and waste from the former Leased Area and rehabilitate the same in respect of any damage caused thereto by the location thereon of such waste and debris; and</p> <p>22.2.3 reinstate and rehabilitate the former Leased Area and any portions thereof affected by the conduct of the Class of Aquaculture or the Lessee's use of the same to the condition existing prior to commencement of the Term of this Lease. Such rehabilitation must be performed by the Lessee at its cost in all things to the reasonable satisfaction of the Minister.</p> <p>22.3 The Minister may upon variation of this Lease issue either a certificate of variation of this Lease, or a new lease, incorporating the varied conditions.</p>		<p>(c) reinstate and rehabilitate the leased area and any areas of it affected by the conduct of aquaculture or otherwise in the leased area to the condition existing before the commencement of the lease.</p>
CANCELLATION		New Condition
Existing condition	Replaced / Deleted	13—Cancellation of lease by Minister
<p>The Minister may cancel this Lease by immediate written notice to the Lessee:</p> <p>4.1 if the Lessee enters into any form of Insolvency Administration;</p> <p>4.2 if the Lessee assigns or purports to assign the Lease without giving the Minister prior written notice as required by s 39 of the Act;</p> <p>4.3 if any rent or other moneys payable by the Lessee are in arrears for more than fourteen (14) days whether or not any formal demand has been made for the rent or other moneys; or</p> <p>4.4 if the Lessee obtained the lease improperly or through the provision of false or misleading information; or</p> <p>4.5 if the Lessee (being a natural person) is convicted of any indictable offence; or</p> <p>4.6 if there is any breach of any condition of a corresponding licence in respect of this Lease, or</p> <p>4.7 if there is a breach of any obligation under the Act by the Lessee or a licensee under a corresponding licence; or</p> <p>4.8 if a corresponding licence is cancelled; or</p> <p>4.9 if in the opinion of the Minister the use of the Leased Area by or on behalf of the Lessee reveals indicates or provides reasonable grounds for the Minister to form the view or opinion that degradation or damage of an unacceptable level of coastal land or the surrounding marine environment has or is being caused by the Lessee's use of the Leased Area or the use of the Leased Area by a licensee under a corresponding licence, or any activity associated with their activities and the Lessee fails to comply with a notice requiring the Lessee to remedy the degradation or damage, and/or cease or prevent the relevant activity within thirty (30) days after the date the notice is served upon the Lessee by or on behalf of the Minister.</p>	Replaced	<p>(1) The Minister may cancel the lease by written notice to the lessee, to take effect immediately or at a date to be nominated by the Minister, in the following circumstances:</p> <p>(a) if the lessee enters into any form of insolvency administration;</p> <p>(b) if the lessee is in breach of a condition of the lease and continues to be in breach for such period as specified by the Minister from the date a notice is served on the lessee by the Minister requiring the lessee to remedy such breach;</p> <p>(c) if the lessee (being a natural person) or a director of the lessee (being a corporation) is convicted of any indictable offence;</p> <p>(d) if there is a breach of any provision of the Act or Regulations by the lessee or a corresponding licence holder;</p> <p>(e) if there is a breach of a corresponding licence by a corresponding licence holder;</p> <p>(f) if a corresponding licence is cancelled or otherwise terminated;</p> <p>(g) if a corresponding licence holder has contravened a notice issued under section 33 of the <i>Livestock Act 1997</i>.</p> <p>(2) For the purposes of this clause, a lessee enters into a form of insolvency administration if any of the following circumstances apply to the lessee:</p> <p>(a) in the case of a lessee that is a body corporate—</p> <p>(i) an administrator is appointed to the lessee or action is taken to make such an appointment; or</p> <p>(ii) the lessee resolves to be wound up; or</p> <p>(iii) an application is made to a court for an order, or an order is made by a court, that the lessee be wound up (whether on the grounds of insolvency or otherwise); or</p> <p>(iv) the lessee ceases to carry on business; or</p>
23.1 The Minister may cancel this Lease by written notice to the Lessee, either immediately in the following circumstances:	Replaced	

<p>23.1.1 if the Lessee enters into any form of Insolvency Administration;</p> <p>23.1.2 if the Lessee is in breach of any of its obligations under this Lease and the Lessee continues to be in breach for one (1) month from the date notice is served upon the Lessee by or on behalf of the Lessor requiring the Lessee to remedy such breach;</p> <p>23.1.3 if the Lessee transfers or otherwise assigns or purports to transfer or otherwise assign this Lease in contravention of section 39 of the Act;</p> <p>23.1.4 if any Lease fee or other moneys payable by the Lessee are in arrears for more than fourteen (14) days, whether or not any formal demand has been made for the Lease fee or other moneys; or</p> <p>23.1.5 if the Lessee (being a natural person) is convicted of any indictable offence; or</p> <p>23.1.6 if there is any breach of any condition of a Corresponding Licence in respect of this Lease, or</p> <p>23.1.7 if there is a breach of any obligation under the Act by the Lessee or a licensee under a Corresponding Licence; or</p> <p>23.1.8 if a Corresponding Licence is cancelled; or</p> <p>23.1.9 if by act or notice the Lessee surrenders this Lease or a Corresponding Licence;</p> <p>23.1.10 if in the opinion of the Minister the use of the Leased Area by or on behalf of the Lessee reveals, indicates or provides reasonable grounds for the Minister to form the view or opinion that degradation or damage of an unacceptable level to coastal land or the surrounding marine environment has or is being caused by the use of the Leased Area by the Lessee, by a licensee under a Corresponding Licence, or by any activity associated with their activities and the Lessee fails to comply with a notice requiring the Lessee to remedy the degradation or damage, and/or cease or prevent the relevant activity within ninety (90) days after the date the notice is served upon the Lessee.</p>		<ul style="list-style-type: none"> (v) a receiver or a receiver and manager of property of the lessee is appointed (whether by a court or otherwise); or (vi) an application is made to a court for an order appointing a liquidator or provisional liquidator in respect of the lessee; or (vii) a liquidator or provisional liquidator is appointed in respect of the lessee (whether by court order or otherwise); or (viii) the lessee enters into a compromise or arrangement with its creditors or a class of them; or (ix) the lessee is, or states that it is, unable to pay its debts as and when they fall due; <p>(b) in the case of a lessee that is a natural person—</p> <ul style="list-style-type: none"> (i) the lessee has committed an act of bankruptcy as contemplated by the <i>Bankruptcy Act 1966</i> of the Commonwealth; or (ii) the lessee is unable to pay their debts as and when they fall due; or (iii) a court has made a sequestration order against the lessee's estate; or (iv) a creditors' petition has been presented against the lessee; or (v) the lessee has presented to the Official Receiver a declaration of intention to present a debtor's petition; or (vi) the lessee becomes bankrupt; or (vii) a meeting of the creditors of the lessee is convened; or (viii) the lessee lodges with their trustee a proposal to the lessee's creditors for a composition in satisfaction of the lessee's debts or a scheme of arrangement of the lessee's affairs.
<p>24.1 The Minister may cancel this Lease by written notice to the Lessee, either immediately in the following circumstances:</p> <p>24.1.1 if the Lessee enters into any form of Insolvency Administration;</p> <p>24.1.2 if the Lessee is in breach of any of its obligations under this Lease and the Lessee continues to be in breach for one (1) month from the date notice is served upon the Lessee by or on behalf of the Lessor requiring the Lessee to remedy such breach;</p> <p>24.1.3 if the Lessee transfers or otherwise assigns or purports to transfer or otherwise assign this Lease in contravention of section 30 of the Act;</p> <p>24.1.4 if any Lease fee or other moneys payable by the Lessee are in arrears for more than fourteen (14) days, whether or not any formal demand has been made for the Lease fee or other moneys; or</p>	<p>Replaced</p>	

<p>24.1.5 if the Lessee (being a natural person) is convicted of any indictable offence; or</p> <p>24.1.6 if there is any breach of any condition of a Corresponding Licence in respect of this Lease, or</p> <p>24.1.7 if there is a breach of any obligation under the Act by the Lessee or a licensee under a Corresponding Licence; or</p> <p>24.1.8 if a Corresponding Licence is cancelled; or</p> <p>24.1.9 if by act or notice the Lessee surrenders this Lease or a Corresponding Licence;</p> <p>24.1.10 if in the opinion of the Minister the use of the Leased Area by or on behalf of the Lessee reveals, indicates or provides reasonable grounds for the Minister to form the view or opinion that degradation or damage of an unacceptable level to coastal land or the surrounding marine environment has or is being caused by the use of the Leased Area by the Lessee, by a licensee under a Corresponding Licence, or by any activity associated with their activities and the Lessee fails to comply with a notice requiring the Lessee to remedy the degradation or damage, and/or cease or prevent the relevant activity within ninety (90) days after the date the notice is served upon the Lessee.</p>		
<p>24.1 The Minister may cancel this Lease by written notice to the Lessee, either immediately in the following circumstances:</p> <p>24.1.1 if the Lessee enters into any form of Insolvency Administration;</p> <p>24.1.2 if the Lessee is in breach of any of its obligations under this Lease and the Lessee continues to be in breach for one (1) month from the date notice is served upon the Lessee by or on behalf of the Lessor requiring the Lessee to remedy such breach;</p> <p>24.1.3 if the Lessee transfers or otherwise assigns or purports to transfer or otherwise assign this Lease in contravention of section 36 of the Act;</p> <p>24.1.4 if any Lease fee or other moneys payable by the Lessee are in arrears for more than fourteen (14) days, whether or not any formal demand has been made for the Lease fee or other moneys; or</p> <p>24.1.5 if the Lessee (being a natural person) is convicted of any indictable offence; or</p> <p>24.1.6 if there is any breach of any condition of a Corresponding Licence in respect of this Lease, or</p> <p>24.1.7 if there is a breach of any obligation under the Act by the Lessee or a licensee under a Corresponding Licence; or</p> <p>24.1.8 if a Corresponding Licence is cancelled; or</p> <p>24.1.9 if by act or notice the Lessee surrenders this Lease or a Corresponding Licence;</p>	Replaced	

<p>24.1.10 if in the opinion of the Minister the use of the Leased Area by or on behalf of the Lessee reveals, indicates or provides reasonable grounds for the Minister to form the view or opinion that degradation or damage of an unacceptable level to coastal land or the surrounding marine environment has or is being caused by the use of the Leased Area by the Lessee, by a licensee under a Corresponding Licence, or by any activity associated with their activities and the Lessee fails to comply with a notice requiring the Lessee to remedy the degradation or damage, and/or cease or prevent the relevant activity within ninety (90) days after the date the notice is served upon the Lessee.</p>		
<p>23.1 The Minister may cancel this Lease by written notice to the Lessee, either immediately or at a date to be nominated by the Minister, in the following circumstances:</p> <p>23.1.1 if the Lessee enters into any form of Insolvency Administration;</p> <p>23.1.2 if the Lessee is in breach of any of its obligations under this Lease and the Lessee continues to be in breach for one (1) month from the date notice is served upon the Lessee by or on behalf of the Lessor requiring the Lessee to remedy such breach;</p> <p>23.1.3 if the Lessee transfers or otherwise assigns or purports to transfer or otherwise assign this Lease in contravention of section 39 of the Act;</p> <p>23.1.4 if any Lease fee or other moneys payable by the Lessee are in arrears for more than fourteen (14) days, whether or not any formal demand has been made for the Lease fee or other moneys; or</p> <p>23.1.5 if the Lessee (being a natural person) is convicted of any indictable offence; or</p> <p>23.1.6 if there is any breach of any condition of a Corresponding Licence in respect of this Lease; or</p> <p>23.1.7 if there is a breach of any obligation under the Act by the Lessee or a licensee under a Corresponding Licence; or</p> <p>23.1.8 if a Corresponding Licence is cancelled; or</p> <p>23.1.9 if by act or notice the Lessee surrenders this Lease or a Corresponding Licence</p> <p>23.1.10 if in the opinion of the Minister the use of the Leased Area by or on behalf of the Lessee reveals, indicates or provides reasonable grounds for the Minister to form the view or opinion that degradation or damage of an unacceptable level to coastal land or the surrounding marine environment has or is being caused by the use of the Leased Area by the Lessee, by a licensee under a Corresponding Licence, or by any activity associated with their activities and the Lessee fails to comply with a notice requiring the Lessee to remedy the degradation or damage, and/or cease or prevent the</p>	<p>Replaced</p>	

relevant activity within ninety (90) days after the date the notice is served upon the Lessee.		
SURRENDER		New Condition
Existing condition	Replaced / Deleted	Not required, these conditions are duplication of existing provisions under section 25C of the Act and non-waiver covered by clause 19—Waiver.
25.1 The Lessee may apply to surrender all or part of the Leased Area. 25.2 Any acceptance by the Minister of a surrender of all or part of the Leased Area does not amount to a waiver of another breach of the same or of any other obligation contained or implied in this Lease.	Replaced	
24.1 The Lessee may apply to surrender all or part of the Leased Area. 24.2 Any acceptance by the Minister of a surrender of all or part of the Leased Area does not amount to a waiver of another breach of the same or of any other obligation contained or implied in this Lease.	Replaced	
WAIVER		New Condition
Existing condition	Replaced / Deleted	20—Waiver (1) If the Minister waives a breach of any covenant, obligation or provision in the lease, that waiver does not operate as a waiver of another breach of the same, or of any other, obligation or provision in the lease. (2) The consent by the Minister to the surrender of the lease does not constitute a waiver of a breach of any obligation or provision in the lease.
No forbearance by the Minister in respect of any breach of any obligation contained or implied in this Lease shall operate as a waiver of another breach of the same or of any other obligation contained or implied in this Lease.	Replaced	
No inaction by the Minister in respect of any breach of any obligation contained or implied in this Lease will operate as a waiver of another breach of the same or of any other obligation contained or implied in this Lease.	Replaced	
DISCLAIMER		New Condition
Existing condition	Replaced / Deleted	17—Disclaimer The Minister does not expressly or impliedly warrant that the leased area is now or will remain suitable or adequate for all or any of the purposes of the lessee and all warranties (if any) as to the suitability and adequateness of the leased area that might otherwise be implied are expressly excluded.
The Minister does not expressly or impliedly warrant that the Leased Area is now or will remain suitable or adequate for all or any of the purposes of the Lessee and all warranties (if any) as to the suitability and adequateness of the Leased Area that might otherwise be implied are expressly negated.	Replaced	
The Minister does not expressly or impliedly warrant that the Leased Area is now or will remain suitable or adequate for all or any of the purposes of the Lessee and all warranties (if any) as to the suitability and adequateness of the Leased Area that might otherwise be implied are expressly excluded.	Replaced	

LEASE EXPIRY		New Condition
Existing condition	Replaced / Deleted	<p>28—Rehabilitation of leased area</p> <p>(1) The lessee must, at the lessee's cost in all things and to the reasonable satisfaction of the Minister, rehabilitate the leased area as follows:</p> <ul style="list-style-type: none"> (a) if the lessee does not apply for renewal of the lease—immediately before the expiry of the term of the lease; (b) if the lease is surrendered before the expiry of the term of the lease—immediately before the surrender of the lease; (c) if an application for renewal of the lease is refused—within 90 days of the date of the notice of refusal of the application or the expiry of the term, whichever is the later; (d) if the lease is cancelled—within 90 days of date of the notice of cancellation; (e) if a variation of the lease consists of or involves the substitution of the coordinates of the area leased through a reduction in the area leased or movement of the area leased (but not including a subdivision or amalgamation of the area leased)—within 90 days of the variation. <p>(2) In order to rehabilitate the leased area pursuant to subclause (1), the lessee must—</p> <ul style="list-style-type: none"> (a) remove and carry away from the leased area all farmed aquatic organisms, aquaculture equipment, and other improvements, plant, goods and property located or brought upon the leased area by or on behalf of the lessee and in doing so cause as little damage to the leased area as practicable; and (b) on completion of such removal required by paragraph (a), remove all debris, rubbish and waste from the leased area and rehabilitate the leased area in respect of any damage caused by the presence of such waste, rubbish and debris; and (c) reinstate and rehabilitate the leased area and any areas of it affected by the conduct of aquaculture or otherwise in the leased area to the condition existing before the commencement of the lease.
<p>The Lessee must, at the Lessee's cost in all things immediately prior to the expiration or sooner determination of the term of this Lease:</p> <p>17.1 remove and carry away from the Leased Area all improvements, plant, equipment, chattels and property located or brought upon the Leased Area by or on behalf of the Lessee and in such removal cause as little damage to the Leased Area as practicable; and</p> <p>17.2 upon completion of such removal, remove all debris, rubbish and waste from the Leased Area and rehabilitate the same in respect of any damage caused thereto by the location thereon of such waste and debris; and</p> <p>17.3 reinstate and rehabilitate the Leased Area and any portions thereof affected by the conduct of the Permitted Use or the Lessee's use of the same to the condition existing prior to commencement of the Term of this Lease. Such rehabilitation shall be performed by the Lessee at its cost in all things to the reasonable satisfaction of the Minister.</p>	Replaced	
<p>The Lessee must, at the Lessee's cost in all things immediately prior to the expiration or sooner determination of the term of this Lease:</p> <p>26.1 remove and carry away from the Leased Area all improvements, plant, equipment, goods and property located or brought upon the Leased Area by or on behalf of the Lessee and in doing so cause as little damage to the Leased Area as practicable; and</p> <p>26.2 upon completion of such removal, remove all debris, rubbish and waste from the Leased Area and rehabilitate the same in respect of any damage caused thereto by the location thereon of such waste and debris; and</p> <p>26.3 reinstate and rehabilitate the Leased Area and any portions thereof affected by the conduct of the Class of Aquaculture or the Lessee's use of the same to the condition existing prior to commencement of the Term of this Lease. Such rehabilitation must be performed by the Lessee at its cost in all things to the reasonable satisfaction of the Minister.</p>	Replaced	
<p>The Lessee must, at the Lessee's cost in all things immediately prior to the expiration or sooner determination of the term of this Lease:</p> <p>25.1 remove and carry away from the Leased Area all improvements, plant, equipment, goods and property located or brought upon the Leased Area by or on behalf of the Lessee and in doing so cause as little damage to the Leased Area as practicable; and</p> <p>25.2 upon completion of such removal, remove all debris, rubbish and waste from the Leased Area and rehabilitate the same in respect of any damage caused thereto by the location thereon of such waste and debris; and</p>	Replaced	

<p>25.3 reinstate and rehabilitate the Leased Area and any portions thereof affected by the conduct of the Class of Aquaculture or the Lessee's use of the same to the condition existing prior to commencement of the Term of this Lease. Such rehabilitation must be performed by the Lessee at its cost in all things to the reasonable satisfaction of the Minister.</p>		
<p>The Lessee must, at the Lessee's cost in all things immediately prior to the expiration or sooner determination of the term of this Lease:</p> <p>25.1 remove and carry away from the Leased Area all improvements, plant, equipment, goods and property including benthic structures e.g. cement blocks, located on the leased area and in doing so cause as little damage to the Leased Area as practicable; and</p> <p>25.2 upon completion of such removal, remove all debris, rubbish and waste from the Leased Area and rehabilitate the same in respect of any damage caused thereto by the location thereon of such waste and debris; and</p> <p>25.3 reinstate and rehabilitate the Leased Area and any portions thereof affected by the conduct of the Class of Aquaculture or the Lessee's use of the same to the original condition of this Lease. Such rehabilitation must be performed by the Lessee at its cost in all things to the reasonable satisfaction of the Minister.</p>	<p>Replaced</p>	
<p>ESSENTIAL TERMS</p>		<p>Reasoning</p>
<p>Existing condition</p>	<p>Replaced / Deleted</p>	<p>Not required, provisions covered by clauses 22 (Indemnity) and 10 (Default costs and interest) of the Draft Policy and under section 48A of the Act. All conditions within the Draft Policy are essential.</p>
<p>26.1 The Lessor and the Lessee agree:</p> <p>26.1.1 that each of the following conditions is an essential term of this Lease:</p> <ul style="list-style-type: none"> (a) clause 4 - Dealing with Lease; (b) clause 6 - Lease Fee; (c) clause 10 - Lessee's Use of Leased Area; (d) clause 11 - Development; optional depending on importance of the Development requirement (e) clause 13 - Consents and Approvals; (f) clause 14 - No Nuisance; (g) clause 15 - Contamination and Contaminating Substances; (h) clause 16 - Statutory Requirements; (i) clause 19 - Public Liability Insurance; (j) clause 21 - Minister's Access to Leased Area; (k) clause 22 - Lease Variation; and (l) clause 25 - Lease Expiry; <p>26.1.2 that the Lessor's acceptance of arrears in the Lease fee (or of any late payment of the Lease fee) does not constitute a waiver of the Lessee's obligation to pay the Lease fee as an essential term; and</p> <p>26.1.3 that the Lessee must compensate the Lessor for any breach of an essential term of this lease and the Lessor is entitled to recover damages in respect</p>	<p>Deleted</p>	<p>Not required, provisions covered by clauses 22 (Indemnity) and 10 (Default costs and interest) of the Draft Policy and under section 48A of the Act. All conditions within the Draft Policy are essential.</p>

<p>of that breach. The entitlement of the Lessor under this sub-clause is in addition to and not prejudiced by any of its other rights, remedies or entitlements.</p>		
<p>27.1 The Lessor and the Lessee agree: 27.1.1 that each of the following conditions is an essential term of this Lease: (a) clause 4 - Dealing with Lease; (b) clause 7 - Lease Fee; (c) clause 11 - Lessee's Use of Leased Area; (d) clause 12 - Development; optional depending on importance of the Development requirement (e) clause 14 - Consents and Approvals; (f) clause 15 - No Nuisance; (g) clause 16 - Contamination and Contaminating Substances; (h) clause 17 - Statutory Requirements; (i) clause 20 - Public Liability Insurance; (j) clause 22 - Minister's Access to Leased Area; and (k) clause 23 - Lease Variation; (l) clause 26 - Lease Expiry; 27.1.2 that the Lessor's acceptance of arrears in the Lease fee (or of any late payment of the Lease fee) does not constitute a waiver of the Lessee's obligation to pay the Lease fee as an essential term; and 27.1.3 that the Lessee must compensate the Lessor for any breach of an essential term of this lease and the Lessor is entitled to recover damages in respect of that breach. The entitlement of the Lessor under this sub-clause is in addition to and not prejudiced by any of its other rights, remedies or entitlements.</p>	<p>Deleted</p>	
<p>27.1 The Lessor and the Lessee agree: 27.1.1 that each of the following conditions is an essential term of this Lease: (a) clause 4 - Dealing with Lease; (b) clause 7 - Lease Fee; (c) clause 11 - Lessee's Use of Leased Area; (d) clause 12 - Development; (e) clause 14 - Consents and Approvals; (f) clause 15 - No Nuisance; (g) clause 16 - Contamination and Contaminating Substances; (h) clause 17 - Statutory Requirements; (i) clause 20 - Public Liability Insurance; (j) clause 22 - Minister's Access to Leased Area; and (k) clause 23 - Lease Variation; (l) clause 26 - Lease Expiry;</p>	<p>Deleted</p>	

<p>27.1.2 that the Lessor's acceptance of arrears in the Lease fee (or of any late payment of the Lease fee) does not constitute a waiver of the Lessee's obligation to pay the Lease fee as an essential term; and</p> <p>27.1.3 that the Lessee must compensate the Lessor for any breach of an essential term of this lease and the Lessor is entitled to recover damages in respect of that breach. The entitlement of the Lessor under this sub-clause is in addition to and not prejudiced by any of its other rights, remedies or entitlements.</p>		
<p>26.1 The Lessor and the Lessee agree:</p> <p>26.1.1 that each of the following conditions is an essential term of this Lease:</p> <ul style="list-style-type: none"> (a) clause 4 - Dealing with Lease; (b) clause 6 - Lease Fee; (c) clause 10 - Lessee's Use of Leased Area; (d) clause 11 - Development; (e) clause 13 - Consents and Approvals; (f) clause 14 - No Nuisance; (g) clause 15 - Contamination and Contaminating Substances; (h) clause 16 - Statutory Requirements; (i) clause 19 - Public Liability Insurance; (j) clause 21 - Minister's Access to Leased Area; (k) clause 22 - Lease Variation; and (l) clause 25 - Lease Expiry; <p>26.1.2 that the Lessor's acceptance of arrears in the Lease fee (or of any late payment of the Lease fee) does not constitute a waiver of the Lessee's obligation to pay the Lease fee as an essential term; and</p> <p>26.1.3 that the Lessee must compensate the Lessor for any breach of an essential term of this lease and the Lessor is entitled to recover damages in respect of that breach. The entitlement of the Lessor under this sub-clause is in addition to and not prejudiced by any of its other rights, remedies or entitlements.</p>	Deleted	
DEFAULT COSTS		New Condition
Existing condition	Replaced / Deleted	11—Default costs and interest
<p>19.1 The Lessee is liable to pay the Minister reasonable costs and expenses including but without limiting the generality thereof reasonable professional charges workmen's wages:</p> <p>19.1.1 of and incidental to the recovery of annual rent due and unpaid interest thereon; and</p> <p>19.1.2 incurred by remedying or attempting to remedy any breach of the Lessee's obligations under this Lease</p>	Replaced	<p>(1) The Minister may, by written notice to the lessee, require the lessee to pay to the Minister the reasonable costs incurred by the Minister in respect of a breach of the lease by the lessee including (without limitation) costs incurred by the Minister—</p> <ul style="list-style-type: none"> (a) in taking action under clause 9(6) in respect of a failure to pay the annual lease fee or an instalment of the annual lease fee by the date specified by the Minister; and

19.2 Any amount payable by the Lessee under this clause is payable on demand by the Minister.		<p>(b) in remedying a failure to rehabilitate the leased area under clause 28.</p> <p>(2) If an amount required to be paid under the lease, including an amount required to be paid under subclause (1), remains unpaid for any period of time, the Minister may, by written notice, require the lessee to pay to the Minister an amount of interest on the unpaid amount calculated at the official cash rate on a daily basis from the end of the last day for payment until the day it is paid.</p> <p>(3) In this clause— official cash rate means the cash rate fixed by the Reserve Bank of Australia and prevailing on the date of calculation of an amount of interest.</p>
28.1 The Lessee is liable to pay the reasonable costs and expenses incurred by the Minister including but not limited to costs: 28.1.1 of and incidental to the recovery of annual Lease fee due and interest thereon; and 28.1.2 incurred by remedying or attempting to remedy any breach of the Lessee's obligations under this Lease. 28.2 Any amount payable by the Lessee under this clause is payable on demand by the Minister.	Replaced	
27.1 The Lessee is liable to pay the reasonable costs and expenses incurred by the Minister including but not limited to costs: 27.1.1 of and incidental to the recovery of annual Lease fee due and interest thereon; and 27.1.2 incurred by remedying or attempting to remedy any breach of the Lessee's obligations under this Lease. 27.2 Any amount payable by the Lessee under this clause is payable on demand by the Minister.	Replaced	
DEFAULT INTEREST		
Existing condition	Replaced / Deleted	
Without prejudice to the rights powers and remedies of the Minister otherwise under this Lease the Lessee must pay to the Minister interest at the overdrawn rate charged from time to time by the Minister's Bankers on overdrafts not exceeding \$50,000.00 on any money due but unpaid after the same fell due and payable by the Lessee to the Minister on any account whatsoever under this Lease. Interest shall be computed from the due date for the payment of the money in respect of which the interest is chargeable until payment of such money is made in full and shall be recoverable in like manner as rent in arrears.	Replaced	
Notwithstanding any other provision of this Lease, on any sum due and payable by the Lessee to the Minister under this Lease, the Lessee must pay interest at the business indicator interest rate from time to time applicable to variable rate business loans greater than \$100,000.00 as published monthly in the Reserve Bank of Australia Bulletin, calculated daily on a compound basis from the due date for payment of the sum in question until payment in full.	Replaced	

MINISTER MAY REMEDY DEFAULT		Reasoning
Existing condition	Replaced / Deleted	Duplication of section 48A of the Act.
If the Lessee fails or neglect to perform any obligation or to observe any provision to be performed or observed by the Lessee under this Lease or if any licensee under the Licence is in breach or default under the Licence and if such failure or neglect shall continue for one month after the Minister has given to the Lessee notice in writing requiring the Lessee to perform such obligation or to observe such provision then the Minister may (but without being bound so to do and without prejudice to any other right or remedy) perform that obligation or observe that provision and all reasonable costs and expenses including overtime charges fines levies and penalties due to such default or incurred by the Minister in remedying the same shall be paid by the Lessee to the Minister.	Deleted	
If the Lessee fails or neglects to perform any obligation or to observe any provision to be performed or observed by the Lessee under this Lease or if any licensee is in breach or default under the Corresponding Licence and if such failure or neglect shall continue for one month after the Minister has given to the Lessee notice in writing requiring the Lessee to perform such obligation or to observe such provision then the Minister may (but without being bound so to do and without prejudice to any other right or remedy) perform that obligation or observe that provision and all reasonable costs and expenses including overtime charges fines levies and penalties due to such default or incurred by the Minister in remedying the same shall be paid by the Lessee to the Minister.	Deleted	
DELEGATION		Reasoning
Existing condition	Replaced / Deleted	Not required, these conditions are a duplication of existing provisions under section 61 of the Act.
Unless expressly excluded by any provision of this Lease, any consent, any notice, any consultation or any other thing which pursuant to the terms of this Lease is either required to be given, done or performed by the Minister or is permitted to be given, done or performed by the Minister may for the purposes of this Lease be properly given, done or performed by a person authorised by the Minister to act on the Minister's behalf.	Deleted	
Unless expressly excluded by any provision of this Lease, any consent, any notice, any consultation or any other thing which pursuant to the terms of this Lease is either required to be given, done or performed by the Minister or is permitted to be given, done or performed by the Minister may for the purposes of this Lease be properly given, done or performed by a person authorised by the Minister to act on the Minister's behalf.	Deleted	

NOTICES or JOINT LESSEES		New Condition
Existing condition	Replaced / Deleted	16—Notice to Minister (1) If the lessee is required to give notice in writing or provide or produce any other documents, records or information to the Minister, such notice, record, document or information may be sent— (a) by post to PIRSA Fisheries and Aquaculture, GPO Box 1625, Adelaide, SA 5001; or (b) by email to PIRSA.Aquaculture@sa.gov.au; or (c) by facsimile transmission to (08) 8207 5331; or (d) to such other postal or email address or facsimile number as notified by the Minister to the lessee in writing. (2) If the lessee is required to notify the Minister of a matter by telephone— (a) in the case of a notification under clause 15—the lessee must notify the Minister by calling 1800 065 522 or such other number as notified by the Minister to the lessee in writing; or (b) in any other case—the lessee must notify the Minister by telephone call to (08) 8207 5333, or such other number as notified by the Minister to the lessee in writing. (3) Notice given or sent to, or served on, 1 of the natural persons or bodies corporate comprising the lessee will be taken to be notice to all persons comprising the lessee.
34.1 Notice to the Lessee is valid if sent by post to the address for notices in the Schedule, or such other address as is notified by the Lessee to the Minister in writing.	Replaced	
34.2 The Lessee may give notice to the Minister by posting written notice to: (m) PIRSA Aquaculture, GPO Box 1625, Adelaide SA 5001.		
34.3 Notice to one of the natural persons or bodies corporate comprising the Lessee will be notice to all persons comprising the Lessee.		
28.1 Notice to the Lessee is valid if sent by post to the address for notices in the Schedule, or such other address as is notified by the Lessee to the Minister in writing.	Replaced	
28.2 The Lessee may give notice to the Minister by posting written notice addressed to: PIRSA Aquaculture, GPO Box 1625, Adelaide SA 5001.		
If the Lessee constitutes more than one natural person or bodies corporate or a partnership:	Replaced	
23.1 the persons comprising the Lessee are jointly and severally bound by the conditions of this Lease; and		
23.2 notice to one of the natural persons or bodies corporate comprising the Lessee shall be notice to all persons comprising the Lessee.		
33.1 Notice to the Lessee is valid if sent by post to the address for notices in the Schedule, or such other address as is notified by the Lessee to the Minister in writing.	Replaced	
33.2 The Lessee may give notice to the Minister by posting written notice to: (a) PIRSA Aquaculture, GPO Box 1625, Adelaide SA 5001.		
33.3 Notice to one of the natural persons or bodies corporate comprising the Lessee will be notice to all persons comprising the Lessee.		
SPECIAL CONDITIONS		Reasoning
Existing condition	Replaced / Deleted	Not required, redundant.
Incorporated in this Lease are any special conditions set out in the Schedule.	Deleted	
Incorporated into this Lease are any special conditions set out in the Schedule.	Deleted	
The Lessee must ensure that: (i) Any installed lease infrastructure does not interfere with any navigation beacon; (ii) Any installed lease infrastructure does not impair the all round access and visibility of any navigation beacon; (iii) No beacon is used at any time for the mooring of vessels or any lease infrastructure.	Deleted	Not required, this condition is a duplication of existing provisions under section 24 of the <i>Harbors and Navigation Act 1993</i> .

Existing condition	Replaced / Deleted	New Condition
<p>(a) The Minister may request the Lessee in writing to provide proof of continued access to a minimum of 60 tonne of Southern Bluefin Tuna, <i>Thunnus maccoyii</i>. If the Lessee fails to provide such proof within one month of the Minister's written request (or such longer period as the Minister may allow) the Minister may cancel this Lease or refuse to renew this Lease upon its expiry. Such remedy is in addition to the provisions set out in this Lease relating to cancellation and surrender of this Lease.</p>	Superseded	<p>29—Wild caught southern bluefin tuna—use of leased area</p> <p>(1) This clause applies to the lease if a corresponding licence authorises the farming of southern bluefin tuna (wild caught) (<i>Thunnus maccoyii</i>).</p> <p>(2) The Minister may, if satisfied that the leased area is at any time not fully utilised, reduce the size of the leased area as the Minister sees fit and such reduction may, as the Minister considers appropriate, be for a specified period or for the remainder of the term of the lease.</p> <p>(3) Without limiting the matters that the Minister may take into account in determining whether the leased area is not fully utilised for the purposes of subclause (2), the Minister may have regard to—</p> <p>(a) whether the leased area is larger than the area reasonably required to carry on the aquaculture operations of the lessee; and</p> <p>(b) the performance criteria specified in a schedule to the lease; and</p> <p>(c) whether the lessee maintains access to sufficient statutory fishing rights under the <i>Fisheries Management Act 1991</i> of the Commonwealth in respect of the Southern Bluefin Tuna Fishery required to meet the performance criteria specified in a schedule to the lease.</p> <p>30—Wild caught southern bluefin tuna—access to southern bluefin tuna</p> <p>(1) This clause applies to the lease if a corresponding licence authorises the farming of southern bluefin tuna (wild caught) (<i>Thunnus maccoyii</i>).</p> <p>(2) The lessee must at all times maintain access to statutory fishing rights under the <i>Fisheries Management Act 1991</i> of the Commonwealth in respect of the Southern Bluefin Tuna Fishery equivalent to a minimum of 60 t of southern bluefin tuna (<i>Thunnus maccoyii</i>).</p> <p>(3) The lessee must, within 30 days of a requirement of the Minister by notice in writing, provide to the Minister evidence of the lessee's compliance with subclause (2).</p>
<p>(b)</p> <p>(i) If in the Minister's opinion the lessee is at any time underutilising the Area of the Lease, the Minister may reduce the Leased Area either temporarily or permanently (as may seem appropriate in the circumstances of the case) and shall then allocate to the lessee new coordinates which will thenceforth determine the Area of the Lease.</p> <p>(ii) In this clause "underutilising the Area of the Lease" refers to the lessee having (either temporarily or permanently) a lease area greater than the Lessee reasonably needs to farm the fish to which the Lessee is entitled, and intends to farm.</p> <p>(iii) The Minister will determine whether the Lessee is underutilising the Area of the Lease by applying a ratio (presently 3325 Commonwealth Statutory Fishing Rights for the Southern Bluefin Tuna Fishery per lease hectare). This ratio may be altered by the Minister to reflect changes to the Commonwealth arrangement.</p> <p>(iv) Upon a reduction made to the Area of the Lease under this clause, the Lessee must forthwith ensure that any marks, fish-farming infrastructure and any other property pertaining to this lease are removed from areas which are no longer part of the Area of the Lease."</p>	Superseded	