



DEPARTMENT OF PRIMARY INDUSTRIES AND REGIONS

MARINE AQUACULTURE EMERGENCY LEASE

(Pursuant to Section 40 of the *Aquaculture Act 2001*)

This form must be lodged by email to:

Email: PIRSA.aquaculture@sa.gov.au

For assistance or further information:

Telephone: (08) 8207 5332

Email: PIRSA.aquaculture@sa.gov.au

Visit: <http://www.pir.sa.gov.au/aquaculture>

Affected Lease Number:	Corresponding Licence Number/s:
Aquaculture Zone/Location:	Hectares (Ha):

Please Note:

- Only the holder of an aquaculture lease affected by an emergency event may hold the Emergency Lease.
- An Emergency Lease may be granted in an area within or outside an aquaculture zone, but may not be granted in respect of an area within an aquaculture exclusion zone.
- An Emergency Lease may be granted over an area that is within a port and harbor within the meaning of the *Harbors and Navigation Act 1993*. However, additional referral requirements under the *Aquaculture Act 2001* apply which will extend the time taken to assess this request..
- Note there may be other barriers to determining where an Emergency Lease can be located, including consideration of marine park sanctuary zones, restricted access zones, National Parks and Reserves and Ports.

1 – INSTRUCTIONS & CHECKLIST

1.1 – INSTRUCTIONS

- Carefully read all information contained in this form and complete all parts in full.
- Write legibly using a blue or black pen, or use a software program “Fill & Sign” function.
- PIRSA Fisheries and Aquaculture may request supporting documentation or further information beyond what is contained in this form.
- Incomplete forms, or those requiring additional information, may be refused if the information is not provided within a timely period.

1.2 –CHECKLIST TO BE COMPLETED BY LEASE AND LICENCE HOLDER

- ☐ I have checked the proposed location of the Emergency Lease considers other barriers to Emergency Lease locations (refer to notes on Page 1).
- ☐ I have provided the coordinates for the location of the aquaculture Emergency Lease.
- ☐ I understand that I must, at my own cost and to the reasonable satisfaction of the Minister, rehabilitate the Emergency Leased area immediately before the expiry of the term of the Emergency Lease.

2 – LEASE HOLDER DETAILS

2.1 – TO BE COMPLETED BY THE LEASE HOLDER

Name of lease holder:

Telephone number:

Mobile number:

Email address:

Postal address

Suburb:StatePost Code

3 – EMERGENCY LEASE PARTICULARS

3.1 Reason for the Emergency Lease (include mitigation options considered):

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3.2 What is the estimated time required for an Emergency Lease?

- ☐ Two weeks
- ☐ One month
- ☐ Three months
- ☐ Six months
- ☐ Other (specify)

NOTE: The maximum term of an Emergency Lease is six (6) months. However, an Emergency Lease is renewable for successive terms, but not so the aggregate of the terms exceed the period reasonably required for response or recovery following the emergency

3.3 Please provide coordinates for the proposed Emergency Lease location.

Coordinates (GDA 2020 preferred) for all corners of the proposed Emergency Lease area:

	<i>Latitude</i>	<i>Longitude</i>
Corner 1:		
Corner 2:		
Corner 3:		
Corner 4:		
Corner 5:		
Corner 6:		

Coordinate system used:

4 – TEMPORARY FARMING ACTIVITIES

4.1 Please provide a description of the farming structures to be used, including numbers of each structure (e.g. sea cage, longline, basket, etc.) and approximate amount of aquaculture stock to be held in each during the proposed term of the Emergency Lease.

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5 – DECLARATION BY LEASE HOLDER

To be completed by all lease holders - Individual/s and/or Company/Body Corporate Directors

Section 85 *Aquaculture Act 2001* - A person must not make a statement that is false or misleading in a material particular (whether by reason of the inclusion or omission of any particular) in any information provided under the *Aquaculture Act 2001*.

Maximum penalty: \$5,000

I/We declare that the information provided in this form is true and accurate.

PLEASE NOTE

If the lease is held by individual/s, the signature of all individual/s is required.

If the lease is held by a company/body corporate, one of the following is required:

- The signature of two directors of the company; or
- The signature of a director and a company secretary; or
- If the company has a sole director who is also the sole company secretary, that director.

These requirements apply to all company applicants where multiple companies hold the lease.

Full Name: Signature: Date: /...../.....

Full Name: Signature: Date: /...../.....

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Full Name: Signature: Date: /...../.....