



## PERMIT FOR ENTRY AND DIVING/SNORKELLING WITHIN THE 'EX-HMAS ADELAIDE RESERVE' R.1014968

### INTRODUCTORY NOTE

**All persons entering the Ex-HMAS ADELAIDE Reserve (R.1014968), whether for the purpose of diving, snorkelling, observing or any other purpose, require a Permit. In applying for a Permit, you must acknowledge that you have read and understood these terms and conditions and agree to abide by them.**

These conditions relate to your safety, your permission to access the site for diving or snorkelling or any other activity, and the conditions under which your vessel is permitted to moor at the dive site. There are penalties for entering the Reserve without a Permit and for breaching the conditions of the Permit.

**The Reserve is Crown Land subject to the Crown Lands Act 1989, the Crown Lands (General) Regulation and the Crown lands (General) By-Law, 2006. As well, severe penalties apply for breaches of Fisheries and Maritime laws.**

### Definitions

'CCT' means Central Coast Tourism Incorporated, ABN 22 344 164 938.

'Diving' means swimming and exploring underwater while using underwater breathing apparatus or otherwise at a depth greater than 2 metres.

'Occupational Diving' means work carried out under water and while using underwater breathing apparatus, and includes work by the dive team in direct support of the diver (*reference: Part 8.8 of the Occupational Health and Safety Regulation 2001*).

'No Boating Zone' means the area of the Reserve proclaimed as such under the provisions of the *Marine Safety Act 1998*.

'Permit' means this Permit for Entry and Diving/Snorkelling within the Ex-HMAS ADELAIDE Reserve.

'Reserve' means Reserve R.1014968, known as 'the Ex-HMAS ADELAIDE Reserve', comprising an area of approximately 350 metres by 250 metres within which the scuttled Ex-HMAS ADELAIDE is centrally located.

'Snorkelling' means the sport of swimming with a snorkel and face mask.

'Trust' means the trustee of Reserve R.1014968 as constituted under the *Crown Lands Act 1989*.

### TERMS AND CONDITIONS

#### General conditions

1. The site is protected under the *NSW Crown Lands Act 1989*, the *Marine Safety Act 1998* and the *NSW Fisheries Management Act 1994*. You acknowledge that all provisions, rules and regulations pertaining to these and other acts apply at the site and its surroundings. You are responsible for being familiar with the requirements of these acts, rules and regulations.
2. You must report any risk/dangers/hazards you identify to the Trust as soon as practicable by phoning (02) 4937 9301.
3. The Trust has appointed CCT as its agent for the purpose of accepting Permit applications and payments and issuing Permits. You agree to deal with CCT in relation to the application, issue and administration of a Permit.
4. A Permit for Entry and Diving/Snorkelling within the Ex-HMAS ADELAIDE Reserve is not valid until CCT, as agent for the Trust, has received your payment of the applicable Permit fee and issued the Permit. CCT is not obliged to issue a Permit to you and may in its absolute discretion decline to issue a Permit to you or revoke a Permit. A Permit is valid for the date of issue only, and must only be used in conjunction with a valid mooring booking (refer conditions 20-27 below).
5. No fishing is allowed within the Reserve.

### **Conditions relating to who can enter, dive or snorkel at this site**

6. You are not required to enter or exit the Reserve through the designated entrance point situated at Terrigal Haven boat ramp and may approach, enter and depart from the Reserve on a vessel from any point on its perimeter but subject to condition 28 of this Permit. Additional provisions regulating entry to and conduct within the Reserve are contained on a notice which has been erected at the designated entrance point.
7. You must obtain a valid Permit for Entry and Diving/Snorkelling within the Reserve prior to entering the site. Entering the Reserve for the purpose of diving or snorkelling without a Permit is not permitted.
8. You must comply with Australian Standard AS4005.1 or International Standard ISO 24801-02 (Diver Level 2 - Autonomous Diver) as a minimum level of certification. You acknowledge that the site is not suitable for inexperienced divers unless accompanied by a qualified guide. You must be able to produce evidence of your diving qualifications (eg, Certification Card or 'C' card) to the dive operator if you have booked a commercial dive tour, or to the skipper of your vessel if you are participating in a private or club dive, or if requested by the Trust or the Trust's authorised agent.
9. It is your responsibility to be satisfied that you are appropriately trained, certified and experienced in diving conditions that are likely to be experienced in NSW to undertake the planned dive. You are also responsible for determining that the weather and sea conditions experienced at the time that you dive are suitable for you to undertake this activity, given your level of qualification and experience.
10. Occupational divers are responsible for ensuring that they comply with all relevant WorkCover requirements, including but not limited to complying with Australian Standards AS2299 and AS2815, and that they have the appropriate qualifications for occupational diving.

### **Conditions relating to what you must do when diving or snorkelling**

11. You are only to occupy a mooring to dive or snorkel during your booked time slot.
12. A fishing closure is in force under the *Fisheries Management Act 1994*. You must not take, or attempt to take, fish or marine life from the Reserve by any means. You must not gather, or attempt to gather, marine vegetation from the Reserve by any means.
13. You must not remove any artefacts from the Reserve. You must not deface, damage, interfere with or remove or leave any material within the Reserve including on or from the Ex-HMAS ADELAIDE.
14. You must not bring equipment or tools constructed or adapted for the purpose of salvage into the Reserve.
15. You must be confident that you understand how to and are competent to keep yourself safe and that you are aware of all foreseeable hazards and conditions that you may encounter during the permitted activity. Typical hazards and conditions may include dangerous and/or aggressive marine life, extreme weather conditions, diving equipment malfunctions, high winds, strong currents, turbulent seas and low visibility. There could also be other naturally occurring or man-made hazards at the site.
16. You must not dive unless lighting and signage requirements applicable to the dive vessel whilst engaged in diving operations are satisfied. Attention is drawn to the provisions of the Marine Safety (General) Regulation 2009, particularly the provisions requiring display of special warning flags/signs when divers are in the water.
17. You must ensure that at least one person remains on board your dive vessel as a lookout at all times while you are in the water. This person must be competent to provide surface support to divers.
18. Your dive or snorkel leader must maintain a complete logbook of all divers/snorkelers on each vessel, and a copy must be provided to the Trust if requested. The log book must record the names of the people from your vessel, their dive qualifications and the relevant times at which they are in the water.
19. You must ensure that a minimum of two (2) divers / snorkelers undertake the activity at the site at any one time and adhere to the 'buddy' system for the duration of the activity.

### **Conditions relating to mooring**

20. Mooring a vessel without authority is not permitted. You may only access the dive/snorkel site from a boat which is authorised to be on the mooring by either:
  - a. Booking a dive tour with a commercial dive operator licensed to use one of the exclusive commercial moorings.
  - b. Booking a dive tour with a commercial dive tour operator who has booked and paid for a casual commercial mooring through CCT, as agent for the Trust.
  - c. Booking a timeslot with CCT for a public mooring or 'club' mooring. The booking is not complete until CCT, as agent for the Trust, has accepted the booking and received payment of the applicable mooring fee.
21. You may only use the mooring (identified by number) that is allocated to you when your booking is confirmed.
22. Bookings for moorings are only valid for the timeslot for which they are issued.
23. You must not moor the vessel if it is longer than 12 metres or displaces more than 15 tonnes.

24. Only one vessel is permitted to use a mooring at any one time. You must not raft up to a vessel already on the mooring.
25. The vessel must be registered, and in survey if required to be under the *Marine Safety (Commercial Vessels) Regulations 2010* or subject to a hire and drive licence. The vessel must properly display its registration/survey number and current registration label or hire and drive number.
26. If you cause any damage to the mooring by mooring inappropriately or by any other reason that constitutes a breach of these conditions, the Trust may repair the mooring at your expense. If this occurs you will be responsible for all costs of repair as a debt due to the Trust.
27. You must not erect advertising signage on a mooring.

**Conditions relating to vessel navigation**

28. You must not navigate vessels into the No Boating Zone located in the area within the mooring buoys and navigation marks. Vessels are to approach their mooring from a position outside the reserve and on the same side as their mooring. Departing vessels are to leave to a position outside the reserve and on the same side as their mooring
29. If you are a vessel skipper you must ensure that the vessel used in the conduct of the permitted activity:
  - a. does not anchor within the Reserve
  - b. is not operated in excess of 4 knots within the Reserve
  - c. is not tied, clipped, anchored or in any other way secured to the dive wreck.
30. You must not undertake boat-based camping in the Reserve.
31. You must have a first aid kit on board your vessel.

**Requirement to leave reserve where permit breached**

32. You may be required to refrain from or cease any snorkelling or diving or also to leave the Reserve as soon as practicable should it be determined that you are in breach of this Permit.

**Your risk and your liability**

33. You acknowledge that your visit to the dive site is an inherently dangerous activity and that you do so entirely at your own risk.
34. You indemnify and hold harmless each of the Trust, the State of New South Wales and the Crown in all its guises, the Minister for Primary Industries, the NSW Lands Administration Ministerial Corporation and CCT from and against any liability for all costs, compensation or monies payable for personal injury, damage to property, loss or other harm suffered by you in connection with, or which occurs within, near, or on the way to or from the Reserve, including any requirement imposed on you under Clause 32 of this Permit as well as any such loss referred to above that might be suffered by you or another person arising from your own negligence, breach of duty of care, illegal activity, or other wrongful act whatsoever that occurs in connection with, on, in, near, or on the way to or from the Reserve.

**Your acknowledgement**

35. By purchasing a Permit you make the following declaration to the Trust and CCT:

**I acknowledge that I have assessed the risks inherent in undertaking diving, snorkelling and associated boat travel and I understand the hazards of SCUBA diving and snorkelling including those hazards occurring during boat travel to and from the dive/snorkel site. I understand that these hazards include but are not limited to air expansion injuries, drowning, decompression sickness, injuries occurring while getting on or off the vessel and while on board, being cut or struck by a boat while in the water and other perils of the sea including the risk of being dragged away or thrown against objects by strong currents. I also acknowledge the risk of any other unidentified natural conditions or man-made hazards. I knowingly and voluntarily agree to accept these risks. I will not dive or snorkel beyond my level of training, qualification, experience and equipment or in conditions that I do not believe are suitable for the planned activity. I further acknowledge that I have read, understood and accept all the conditions of this Permit.**

Signed: .....

Date: .....

**Fines apply for breaches of Crown Lands regulations and Fisheries and Maritime Laws.**

## **CONTACTS**

- **For Permits and booking moorings: Central Coast Tourism (02) 4343 4444**
- **For dive medical advice: Divers Emergency Services (DES) Australia 1800 088 200 (24 hour service)**
- **Emergency Services: 000 where urgent medical attention is required**