

# Trail Management Plan Douglas Mountain Bike Reserve

November 2018



**TOWNSVILLE  
ROCKWHEELERS  
MOUNTAIN BIKE CLUB**



Intentionally left blank

# Table of Contents

<b>TABLE OF CONTENTS .....</b>	<b>1</b>
<b>1. BACKGROUND.....</b>	<b>1</b>
<b>2. DOUGLAS MOUNTAIN BIKE RESERVE .....</b>	<b>1</b>
<b>3. SCOPE OF MANAGEMENT PLAN.....</b>	<b>1</b>
<b>4. WHAT IS MOUNTAIN BIKING.....</b>	<b>2</b>
<b>5. WHAT IS A MOUNTAIN BIKE TRAIL? .....</b>	<b>2</b>
<b>6. COMMUNITY BENEFIT .....</b>	<b>2</b>
<b>7. TRAIL NETWORK OVERVIEW .....</b>	<b>3</b>
<b>8. TRAIL DETAILS GENERALLY .....</b>	<b>3</b>
<b>9. TRAIL USE.....</b>	<b>3</b>
<b>10. SIGNAGE .....</b>	<b>4</b>
<b>11. RISK MANAGEMENT .....</b>	<b>4</b>
11.1 LIABILITY OF CONCERNED PARTIES.....	4
11.2 RISK MANAGEMENT REPORT .....	5
11.3 TRAIL DIFFICULTY RATING.....	5
<b>12. ENVIRONMENTAL CONSIDERATIONS .....</b>	<b>5</b>
12.1 SEDIMENT AND EROSION CONTROL /WATER QUALITY .....	5
12.2 FIRE MANAGEMENT .....	6
12.3 WEED MANAGEMENT .....	6
12.4 FLORA AND FAUNA .....	6
12.5 NOISE, AIR QUALITY & VIBRATION.....	7
<b>13. TRAIL DESIGN.....</b>	<b>7</b>
13.1 DESIGN ELEMENTS .....	7
13.2 DESIGN OF THE TRAIL ROUTE .....	7
<b>14. TRAIL CONSTRUCTION .....</b>	<b>8</b>
14.1 TRAIL CROSS SECTION & PROFILE .....	8
14.2 CONSTRUCTION METHODS .....	8
14.3 TRAIL FEATURES .....	9
14.4 MATERIALS.....	9
<b>15. INSPECTION &amp; MAINTENANCE .....</b>	<b>9</b>
15.1 INSPECTIONS.....	9
15.2 MAINTENANCE.....	10
<b>APPENDIX 1 .....</b>	<b>11</b>
<b>APPENDIX 2 .....</b>	<b>12</b>
<b>APPENDIX 3 .....</b>	<b>15</b>
<b>APPENDIX 4 .....</b>	<b>34</b>

Intentionally left blank



# 1. Background

Townsville Rockwheelers Mountain Bike Club (The Club) is a not-for-profit incorporated club solely run by volunteers and has been in operation for over 24 years and has 387 financial members as at May 2020.

The Club represents and supports mountain biking in the Townsville region, by being actively involved in land access issues and promoting responsible riding. The unstructured nature of mountain biking is one of its main attractions to most. This means that having access to a varied network of tracks on which to ride is one of the most important requirements for riders.

The club caters for competitive riders with a varied program of regular club events and equally importantly, supports the significant number of mountain bike riders who are not interested in competitive events, but none the less enjoy regular recreational mountain bike riding.

# 2. Douglas Mountain Bike Reserve

Land Owner:	Queensland Government
Property Description:	Lot A on AP13582 (Lot 19 USL 38340 / Lot 2 USL 50334)
Address:	Angus Smith Drive Douglas QLD 4814
Tenure:	Permit to Occupy No 233510 - Ref 2007/006449

The Club holds a “Permit to Occupy” issued by the Queensland Government Department Environment and Resource Management (now the Department of Natural Resources Mining & Energy - DNRME) over the land which allows for mountain bike riding and the development of a low impact mountain bike trail network. Refer Appendix 2 for copy of the club’s Permit to Occupy.

Townsville City Council have confirmed their support for the land to be converted to a recreational reserve with mountain biking being the primary use.

# 3. Scope of Management Plan

This management plan outlines the requirements for the design, construction and ongoing maintenance of the trail network to ensure minimal impact on the natural environment and to provide fun and challenging mountain bike trails for all rider ages and skill levels.

Key elements of the plan are:

- Risk management
- Environmental considerations
- Design and construction standards
- Maintenance requirements

## 4. What is Mountain Biking

Mountain biking is bicycle riding on off road trails for recreation and/or competition. A recreational (social) ride can range from a 30-minute ride before or after work to an all-day ride on the weekend.

Competitive events include local, state, national and international events varying in length from short course races to 24-hour endurance races. Mountain biking is an Olympic and Commonwealth Games sport.

The essence of mountain biking is to challenge yourself, have fun and enjoy the natural surrounds.

## 5. What is a Mountain Bike Trail?

A mountain bike trail is an off-road track which can vary from a dirt road, a 4WD track, an old logging road or a purpose built "Single Track". Riders vary the type of track they ride according to their skill and fitness levels.

"Single track" is by far the preferred track to ride for many mountain bike riders. Single track is a narrow (less than 1m wide) track that winds and twists through the natural terrain in and around natural obstacles such as trees, logs and rock outcrops.

When designed and constructed correctly, single track specifically; and mountain bike tracks in general, have minimal impact on the natural environment. Correct single-track design and construction requires appropriate skills to ensure the trail remains an asset and does not become a liability.

## 6. Community Benefit

The development of the mountain bike trails at Douglas is a pro-active approach to provide a suitable venue for the growing numbers enjoying mountain biking for recreation and as a competitive sport.

The Douglas Mountain Bike Reserve has proven to be an ideal location with its proximity to most Townsville suburbs and convenient bikeway links.

The need for the development of sporting infrastructure that caters for less conventional and unstructured sports (e.g. mountain biking) was identified as a priority in the Townsville Sport and Recreation Open Space Infrastructure Plan (Feb 2006).

Developing a trail network that caters for all rider skill levels is important to encourage involvement from a broader demographic. The Club is focused on developing trails that are attractive to the broader demographic including juniors, female and beginner riders whilst still providing advanced riders with an enjoyable challenge.

## 7. Trail Network Overview

The network of existing trails and proposed trails is shown on the Douglas Mountain Bike Reserve - Concept Trail Master Plan.

The routes shown for the proposed trails are indicative only and indicate the approximate corridor for the trail. Detail design and planning of each new trail route within this corridor is required at the pre-construction stage.

Refer to Appendix 1 for a copy of the Douglas Mountain Bike Reserve Mountain Bike Trails Concept Master Plan.

## 8. Trail Details Generally

Single track is by far the preferred type of track to ride for many mountain bike riders.

All trails developed will be single track of varying tread width from a minimum width of 0.3m to a maximum tread width of 1.0m. Tread width is varied to suit the skill grading of the trail and the type of terrain through which the trail traverses.

The trail routes will twist and turn through the terrain and negotiate around natural obstacles such as trees and rock outcrops; and wherever possible, existing rock faces will be incorporated into the route to provide variety and rider challenge and a very stable track surface.

## 9. Trail Use

Riders of varying skill levels ride the trails on a weekly basis with afternoons and weekends being the busiest times.

The Club hosts a series of annual club level events which are expected to attract up to 100 riders each event. In addition, state and national level events are also conducted at the facility.

Typical use is approximately 100 riders per day in groups of 3 to 5 riders at a time. This use increases on weekends and significantly in the lead up to events.

A trail monitoring program is under development to obtain firm rider number to aid in the future management and development of the park. In 2017, according the application Strava, Douglas Mountain Bike Reserve was the second most ridden mountain park in the world with 18,211 riders and the fifth most checked into mountain bike with 113,747 visits.

Trail users are encouraged to use the Trail Forks application for reporting and revising trail conditions, access to trail maps and use of the emergency information feature in case of and an emergency.

Signage throughout the park clearly advise riders of the likely hazards on the track. As the network is developed and usage increases the signage is continually upgraded.

## 10. Signage

Signage is required at key locations within the reserve that will communicate the Sustainable Trails Code of Conduct, and an opportunity to communicate with all trail users and promote management and maintenance.

Key objectives of signage are to:

- Increase participation in MTB as a healthy outdoor activity.
- Promote sustainable and compatible use of bushland adjacent to the city.
- Promote co-operative use and management with other compatible groups (i.e. runners, walkers),
- Discourage inappropriate activities.
- Convey safe usage of the mountain bike park.
- Encourage use of Trail Forks application

Signage is also required at each trail access point that clearly advises potential users:

- The trail's name
- The trail difficulty rating
- Whether foot access is permitted

## 11. Risk Management

### 11.1 Liability of Concerned Parties

The responsibility for risk management is a collaborative responsibility, shared across the following groups:

- Department of Natural Resources, Mining and Energy (DNRME) – the owners of the land.
- Townsville Rockwheelers Mountain Bike Club Inc as permittees - responsible for compliance with the Permit to Occupy conditions.
- Townsville Rockwheelers Mountain Bike Club Inc - responsible for the design and construction of the trail network and on-going maintenance to ensure the facility remains safe to use.
- Users of the facility - any person using the trail network has the responsibility to read and adhere to all warnings and requirements of signage on the track. Additionally, a copy of the management plan can be found on the club's website.
- Townsville City Council - local authority and as future trustees of the land.

The Club is affiliated with Mountain Bike Australia (MTBA). As an affiliate of MTBA, the Club is provided with \$20 million Public Liability, \$5 million Professional Indemnity. In addition, Personal Accident Insurance cover is provided for volunteers undertaking official club activities. Clubs are issued with a Certificate of Currency annually confirming insurance cover. Individual members of MTBA are provided with Personal Accident and Public Liability cover.

MTBA develop several technical documents and policies to guide clubs in the conduct of events and daily club administration. These include technical regulations, guidelines for junior participation and medical provision at

mountain bike events, bushfire and member protection policies and many more and through this affiliation have compulsory insurance cover for all event competitors. MTBA provides event management guidelines that the club is required to adhere to ensure that events are conducted safely and with minimal impact on the surrounding areas. MTBA insurance also provides a level of personal cover to members and indemnity to landowners should an incident occur.

## 11.2 Risk Management Report

The Risk Management Report identifies hazards involved in the use of the trails – refer to Appendix 3.

A range of control measures are identified to address these hazards which have consequently informed the design and construction and the long-term management of the trails.

## 11.3 Trail Difficulty Rating

The completed trails will be assessed using the International Mountain Bicycling Association (IMBA) trail difficulty rating system - refer to Appendix 4.

The rating will be included on signage at the track access points which will allow users to make an informed decision and encourage users to match their skill level to sections of the track.

# 12. Environmental Considerations

## 12.1 Sediment and Erosion Control /Water Quality

The disturbance to the area is limited to the nominal 1.0m wide track corridor. Track construction will involve minor excavation along the track route to obtain the required cross section. Excavated material will be reused, and any stockpiles of materials will be minor.

Machinery may be used; however, this will be restricted to a mini-excavator and other small equipment with a wheelbase less than 1.2m wide to contain the impact within the track corridor.

During construction, the surrounding grasses will provide adequate sediment and silt control. In areas where there is little or no vegetation such as existing eroded gullies; temporary silt fencing will be installed and will be removed on completion of the work. At some locations, permanent sand filled geo-fabric bag bunds will be installed in eroded gullies to mitigate potential erosion risks.

As per the IMBA Mountain Bike Trail Design Guidelines, the completed track profile will be designed not to cause measurable erosion or sediment runoff. Track features (corner berms, jumps etc.) will also act as permanent controls. Areas where excessive wear can occur will be hardened with rock armouring to prevent erosion. Refer to Appendix 4 for construction details.



## 12.2 Fire Management

Fire usually occurs in the Douglas area annually at the end of the dry season between August and October, usually as a result of control burning operations by DNRME and the adjoining landowners (Department of Defence) or by accidental lighting.

Additional use in the area and further development of the adjacent residential development may increase the possibility of accidental fire occurring each year and certainly increases the requirement for preventative fuel load management.

The responsibility for fire management of the area now rests primarily with the Club as a permit condition.

The mountain bike trails are planned to be an integral part of the fire management of the area. The trails will provide easy and convenient access for control burn operations. The Club will seek cooperation with DNRME, Townsville City Council, Queensland Fire and Rescue Services and neighbouring landholders to coordinate annual control burn operations to reduce the threat of wildfire and protect the environmental values of the area.

## 12.3 Weed Management

During use, the introduction of weeds is limited to weeds carried on bike tyres and by foot traffic. This impact is minimal as access to the trails is via sealed roads and bikeways.

Imported materials including gravel and rock may be used during construction. These materials should be quarry product and weed free.

Weeds can also be introduced during construction due to weed seeds being present on construction equipment. Equipment hygiene practices are implemented to ensure all machinery is clean and free from soil and weed seed prior to access.

The risk of introduction of weeds to the trails network is low as the use will be contained to the trail corridor and the surrounding area is reasonably weed free.

Weed removal will be implemented as part of construction activities under the guidance of Council.

Ongoing weed monitoring is part of the maintenance program

## 12.4 Flora and Fauna

Impact on the area during construction is minimal as most of the work to be undertaken is kept within the narrow track corridor.

Ongoing impact on the area is minimal as the use is restricted to mountain bikes only (non-motorised)

It is possible that a rider could collide with an animal, such as a wallaby; however, this is very unlikely and addressed in the risk management report.

If adverse impacts from increased use are being identified, a flora and fauna survey may be conducted to determine the impact. Trail use, construction and design can then be altered to alleviate the impact.

## 12.5 Noise, Air Quality & Vibration

The trails are purpose built for mountain bike use only and will be signed and barriers installed to discourage motorised use (motorbikes and 4WD). Exhaust fumes, noise from motors and vibration from vehicles will be non-existent.

# 13. Trail Design

## 13.1 Design Elements

To create a track suitable for long term use and enjoyment, track design and construction is to be in accordance with the International Mountain Bicycling Association (IMBA) mountain bike track design and construction guidelines which are proven and accepted practices that ensures:

- as little impact as possible on the environment
- erosion risk is minimised
- sustainable design elements are incorporated to reduce maintenance requirements
- the track is safe and free of hazards to riders

In addition, IMBA track design and construction guidelines:

- provides for varying skill levels (relates to Track Difficulty Rating System)
- provides a fun and challenging experience for all skill levels

## 13.2 Design of the Trail Route

The trail routes will negotiate around existing trees and large natural objects and will incorporate natural elements such as exposed rock shelves and slopes wherever possible.

The trail routes must consider that:

- No trees or shrubs are to be removed for construction to occur
- Removal of native ground cover is to be kept to an absolute minimum and within the track corridor only
- Natural watercourses are not to be blocked or diverted. Water course crossings are to be either rock armoured causeways that do not impede the flow of water or bridge structures that span the water course

## 14. Trail Construction

Construction is to be in accordance with the IMBA guidelines for the design and construction of mountain bike trails.

Proven construction techniques and methods suitable for the Townsville area such as rock armouring, track tread hardening and trail features (corner berms, jumps, drop offs etc) will be utilised. Refer to Appendix 4 for design and construction details.

The Club is affiliated with the IMBA which is an organisation dedicated to the promotion of safe and enjoyable mountain biking in all its forms all over the world. The IMBA has in place an extensive support system, which provides all the necessary information and advice on all aspects of track design, construction and maintenance by way of printed articles and hands on workshops.

Key members of the club are individual members of IMBA and have extensive trail design and trail construction experience, gained locally and overseas. Together with the support system offered by the IMBA key members are well equipped to carry out the necessary planning, design and construction of the track that is best suited to the unique conditions of the Townsville region.

### 14.1 Trail Cross Section & Profile

- Trail tread width – Varies 0.3m to 1.2m.
- Height clearance – Minimum 2.4m (to natural obstacles such as overhanging branches).
- Width clearance – Maximum 1.0m (to natural obstacles such as trees and boulders).
- Longitudinal gradient – Trail gradients will vary along the length of the trail and generally will follow the lie of the land. Generally, gradients will vary from 5% to a maximum 10% (without rock armouring). On sections of trail that exceed 10% rock armouring is required.
- Where the gradient followed is likely to cause erosion track features will be installed to control potential erosion.

### 14.2 Construction Methods

- For most of the track route, disturbance of the area is to be kept to within the 1.0m wide track corridor.
- Material stockpiles, storage and construction entry locations are to be at convenient locations usually at each end of the trail.
- The 1.0m wide track corridor initially is to be cleared by brush cutting.
- Loose rubble, fallen branches, rocks etc will be cleared from the track corridor and any useful materials kept for reuse.
- The excavation work is to be done by a mini-excavator wherever possible and/or by hand labour if terrain conditions exclude the use of machinery.
- Excavation will be required to shape the trail to the required cross section (5% out slope).
- All material excavated will be reused on site.
- Track mounted power wheelbarrows will be used to transport material wherever possible.

- High wear locations on the trail tread and where the gradient exceeds 10% will be armoured to reduce impact and the potential for erosion.
- No trees or shrubs are to be removed. Removal of native grasses is to be kept to a minimum.
- Weeds (Chinese Apple especially) along the new track corridor will be removed as construction progress.

### 14.3 Trail Features

- Technical features such as corner berms, jumps, rock armoured sections etc are to also act as permanent erosion controls to ensure that excessive erosion is not created
- Structures such as ramps, bridges and signage are to be constructed in accordance with current Australian structural engineering standards
- Fall zones below structures shall be cleared of hazards (such as protruding rocks, logs etc) to reduce risk of injury

### 14.4 Materials

- Timber used for construction is to be termite resistant. The immediate area surrounding timber structures shall be kept clear of debris to reduce the risk of damage by fire
- Steel used for construction is to be treated for rust prevention
- Rock armouring will be done with onsite rock wherever possible. At some locations imported quarry rock and/or purpose made precast concrete blocks will be used in lieu of site rock
- Recycled plastic products may be used
- Geo-fabric bags may be used

## 15. Inspection & Maintenance

### 15.1 Inspections

Inspections by the Club will be required to determine if any damage has occurred to the trails that may cause injury to users or may have compromised erosion controls:

Inspection frequency:

- Before any competitive event (an MTBA requirement)
- After any severe weather (storm, cyclone, rain periods)
- After fire
- Regular use of the trails will also provide a level of inspection. For their continued enjoyment, riders will have a desire to ensure that the trails are well maintained and are in a safe condition and will conduct a level of inspection each time a trail is ridden. Trail report can be updated and found on the Trail Forks app

## 15.2 Maintenance

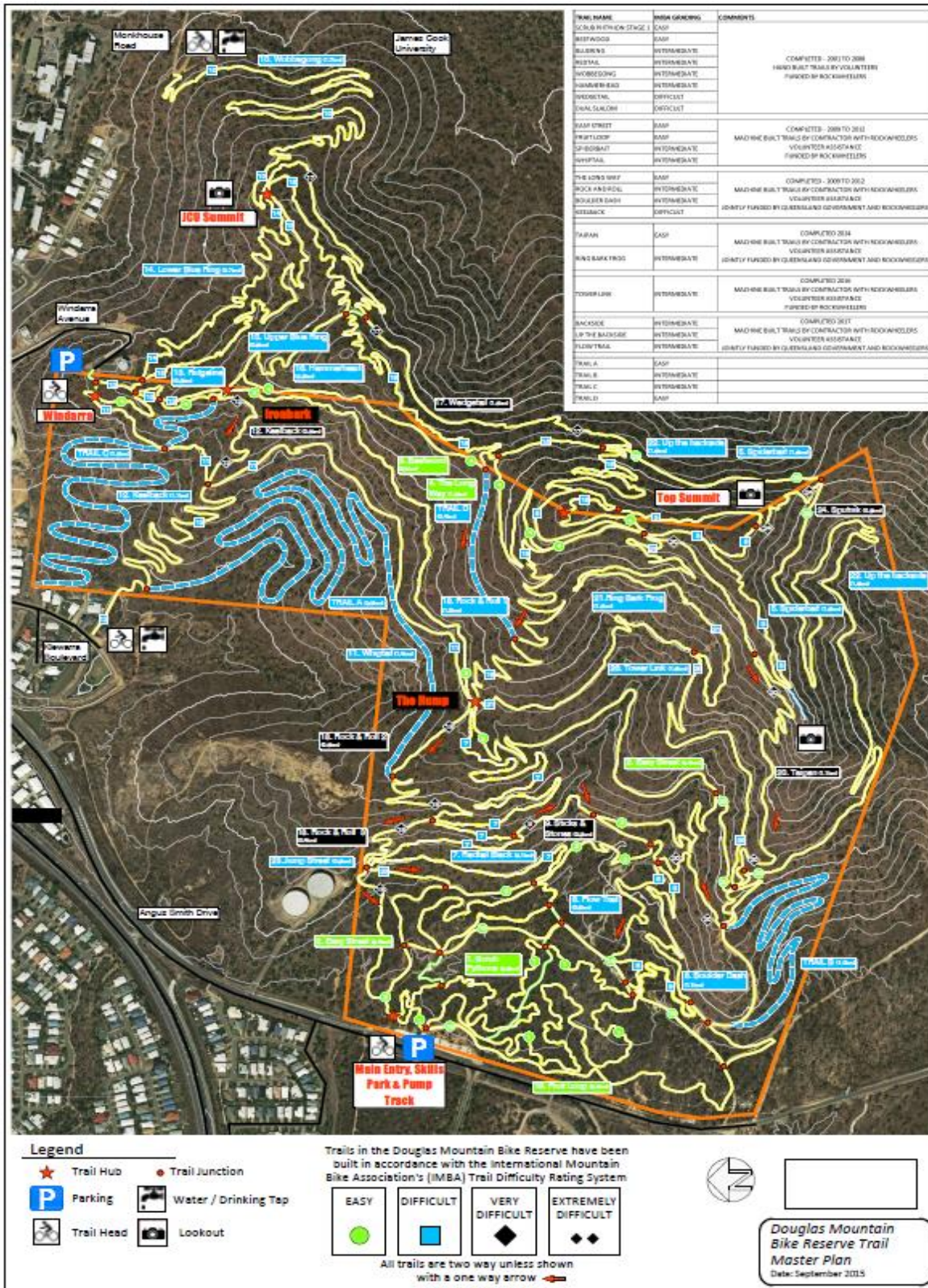
Maintenance work will need to be undertaken for time to time. The frequency of maintenance work will be influenced by the weather conditions throughout the year (seasonal) and the volume of use.

Typical maintenance activities include:

- Maintenance work to signage,
- Clearing track corridor of overgrowing grass, overhanging limbs or weeds
- Removal of any hazards such as fallen trees, loose rocks etc,
- Repair and/or maintenance of erosion controls, structures etc that may become worn and/or damaged.



# Douglas Mountain Bike Reserve: Mountain Bike Trails Concept Master Plan



## Townsville Rockwheelers Mountain Bike Club Inc. – Permit to Occupy (Page 1 of 3)

Author: Madonna Reid  
Departmental File / Ref number: 2007/006449  
Directorate / Unit: State Land Asset Management



7 August 2009

Peter McLean  
Townsville Rockwheelers Mountain Bike Club Inc  
PO Box 413  
Townsville Qld 4810

Department of  
Environment and Resource  
Management

Dear Mr McLean

**Proposed Permit to Occupy over Lot A on AP13582**

It is advised that a Permit to Occupy issued on the 6 August 2009.

The details relating to the new tenure are as follows:

**Title Reference:** 40058914

Lot	Plan	Parish
A	AP13582	Stuart

**Area (ha):** 116 (ha) About

**Tenure Ref:** PO 0/233510

**Tenancy:** Permittee

**Grantee** Townsville Rockwheelers Mountain Bike Club Inc

Your application is now finalised. Please find enclosed a copy of the recording advice for your records.

Wherever possible, it is appreciated if correspondence is directed to State Land Asset Management (SLAM) electronically. Our email address for this purpose is [Townsville.SLAMS@derm.qld.gov.au](mailto:Townsville.SLAMS@derm.qld.gov.au) (please no larger than 4MB). Any hard copy correspondence received is electronically scanned and filed to enable processing. For this reason, it is recommended that any attached plans, sketches or maps be no larger than A3-sized.

Should you require any additional information on the above, you may contact Colleen Mann on telephone number (07) 4760 7450, quoting reference number 2007/006449. Please also quote such reference in any future correspondence.

Yours sincerely

A handwritten signature in dark ink, appearing to read "Madonna Reid".

Madonna Reid  
Land Administration Officer  
State Land Asset Management  
Land and Vegetation Services  
North Region

State Government Building  
Level 3  
Cnr Walker & Stanley Sts, Townsville  
PO Box 5318, Townsville  
Queensland 4810 Australia  
Telephone + 61 7 47997388  
Facsimile + 61 7 47997533  
Website [www.derm.qld.gov.au](http://www.derm.qld.gov.au)  
Email [Townsville.SLAMS@derm.qld.gov.au](mailto:Townsville.SLAMS@derm.qld.gov.au)



6 August 2009

Enquiries to: Reid, Madonna  
Telephone: (07)47997200

---

**RECORDING ADVICE - NEW DOCUMENT**

---

Case: 2007/006449      Action: 1 NT - Permit to Occupy

Service Centre: Townsville

---

Permit to Occupy No.233510 commenced on 23 June 2009.

**Other details relating to the new tenure are as follows:**

Title Reference: 40058914

Lot	Plan	Parish
A	AP13582	Stuart

Area (ha): 116.0000 (ha) About.

Tenancy: PERMITTEES

Permittee
TOWNSVILLE ROCKWHEELERS MOUNTAIN BIKE CLUB INC

Tenant Correspondent: Townsville Rockwheelers / Townsville  
Correspondence Address: PO Box 413  
TOWNSVILLE QLD 4810

**Conditions:**

A92

- (1) The permittee must use the permit area for recreation purposes namely mountain bike riding only and excluding motorbikes and off-road cars.
- (2) This permit may be cancelled if not used for the purpose stated above.
- (3) The permit may be cancelled after giving the permittee reasonable notice in writing, in accordance with the Land Act 1994 .
- (4) The annual rent must be paid in accordance with the Land Act 1994.
- (5) The Parties acknowledge that GST may be payable in respect of a supply made under this permit. Where GST becomes payable in respect of a supply made under this permit, the State (lessor) may recover the GST from the permittee by increasing the consideration payable by the permittee to the State by an amount equal to that which the State is obliged to remit to the Commonwealth as GST on the supply and that amount may be recovered from the permittee as part of the money payable to the State under this permit. The State will upon request by the permittee, issue to the permittee a valid GST tax invoice in respect of any taxable supply made under this permit. (NOTE: For the purposes of this condition "GST" means the goods and services tax which results from the enactment of A New Tax System (Goods and Services Tax) Act 1999 and the related Acts which constitute the Commonwealth taxation reform (as amended from time to time)).
- (6) The permittee must not under any circumstances enter into any arrangements to sublet, dispose of or transfer the permit.
- (7) The permittee must pay the cost of any required survey or re-survey of the permit area.
- (8) The permittee must control pest plants and animals, on the permit area, in accordance with the Land Protection (Pest and Stock Route Management) Act 2002

- and the Local Laws and requirements of the Townsville City Council.
- (9) The permittee has the responsibility for a duty of care, to take all reasonable and practicable measures to sustainably manage the permit area by conserving the physical, biological, productive and cultural values, either on the permit area or in areas affected by the management of the permit area.
  - (10) The permittee must ensure that the use and development of the permit area conforms to the Planning Scheme, Local Laws and requirements of the Townsville City Council, binding on the permittee.
  - (11) The permittee must give the Minister administering the Land Act 1994, information about the permit, when requested.
  - (12) The permittee must not clear any vegetation on the permit area, unless in accordance with the Integrated Planning Act 1997.
  - (13) No compensation for improvements or developmental work is payable by the State at the cancellation or surrender of the permit, but the permittee has the right to remove the permittees moveable improvements within a period of three months from the cancellation or surrender of the permit, provided all money due by the permittee to the State on any account whatsoever has been paid, or be required to remove those improvements as specified in any further condition of permit.
  - (14) This permit is subject to the Land Act 1994 and all other relevant State and Commonwealth Acts.
- E17 The permittee must manage the permit area in a manner that will protect the natural vegetation, as far as is consistent with the purpose of this permit and no environmental harm (including, but not limited to environmental nuisance) is to be made in the preparation and use of the land.
- H126 The permittee must, at all times during the currency of the permit, allow Townsville City Council free and unrestricted access to the permit area.
- I66 The permittee indemnifies and agrees to keep indemnified the Minister administering the Land Act 1994, and the State of Queensland, (the "Indemnified parties") against all actions, suits, proceedings, claims, demands, costs, losses, damages and expenses ("Claim") arising out of or in any way connected to or resulting from the granting of this permit to the permittee or which is connected to or resulting from the permittees' use and occupation of the permit area (all of which are referred to as "the indemnified acts or omissions") save to the extent that the Claim arises as a result of any negligent act or omission of the Indemnified parties, however, any negligent act or omission of one of the Indemnified parties does not negate the indemnity to any of the other Indemnified party/ies.  
The permittee hereby releases and discharges the Indemnified parties from any Claim relating to the indemnified acts or omissions which may be made against the Indemnified parties.
- M551 Should it be determined at some future date by any Court that native title exists over the subject land, this permit may be terminated and the permittee or any subsequent permittee may be required to remove any works established under this permit at the permittee's or any subsequent permittee's own cost, expense and risk. In that event, no compensation for works, development costs or loss of income shall be payable to the permittee or any subsequent permittee by the State of Queensland.



**JAMES COOK UNIVERSITY**  
ABN 46 253 211 955

and

**TOWNSVILLE ROCKWHEELERS  
MOUNTAIN BIKE CLUB INC**  
ABN 70 829 008 118

---

**AGREEMENT FOR LICENCE TO OCCUPY**

**For Construction, Use and Maintenance of Mountain Bike Tracks**

---



**AGREEMENT DATED** \_\_\_\_\_ **of** \_\_\_\_\_ **2014.**

**BETWEEN:**

**JAMES COOK UNIVERSITY, ABN 46 253 211 955**, a body corporate pursuant to the *James Cook University Act 1997*, whose office is situated at JCU, Townsville Campus, Townsville 4811, in the State of Queensland

("The Licensor" or "JCU")

**And**

**TOWNSVILLE ROCKWHEELERS MOUNTAIN BIKE CLUB INC**  
**ABN 70 829 008 118**, of PO Box 413, Townsville 4810 in the State of Queensland

("The Licensee" or "TRMBC")

**RECITALS**

- A. The Licensor is the registered proprietor of the property referred to in Item 1 of Schedule 1 ("Licensor's Land").
- B. The Licensee has constructed uses and maintains tracks for the recreational pursuit of mountain bike riding on land adjoining the Licensor's Land under the control of the Department of Natural Resources.
- C. Portions of the tracks are located on the Licensor's Land and members of the Licensee are required to traverse the Licensor's Land to access and use the Tracks.
- D. The Licensor and the Licensee have agreed to enter into a licence of that part of the Licensor's Land referred to in Item 2 of Schedule 1 ("Licensed Land") on the terms and conditions set out in this Deed.

**AGREEMENT**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

The following definitions apply unless they are inconsistent with the context of this Licence.

**"Commencement Date"** means the date when this Licence commences as specified in **Item 3** of Schedule 1, subject to the provisions of clause 2.1;

**"Common Areas"** means all those parts of the Licensor's Land and car park not leased or licensed to any person and designed and intended for use by the occupiers of the Licensor's Land and their respective members, employees, invitees and agents in common with each other;

"**Licensee's Improvements**" means all fixtures and other improvements of the Licensee constructed on or attached to the Licensed Land during the currency of this Licence;

"**Licence Fee**" means the annual licence fee specified in **Item 6** of Schedule 1, payable in accordance with clause 3, and where the context requires, any instalment of the Licence Fee payable by the Licensee;

"**Licence Year**" means the period from the Commencement Date to the day before the first anniversary of the Commencement Date and each following 12 month period. The last Licence Year is the period from the last complete Licence Year to the Termination Date;

"**Licensed Land**" means the land described in **Item 2** of Schedule 1 together with all fixtures and other improvements owned by the Licenser;

"**Quarter**" means the period of three (3) months ending on 31 March, 30 June, 30 September and 31 December in any year;

"**Term**" means the term of this Licence from and including the Commencement Date to and including the Termination Date (and any extension, renewal or holding over);

"**Termination Date**" means the date of termination of this Licence as specified in **Item 4** of Schedule 1, or the earlier date upon which this Licence terminates pursuant to clause 2.4 or otherwise.

"**Tracks**" means those improvements on the Licensed Land for the recreational pursuit of mountain bike riding.

## **1.2 Interpretation**

In this Licence the following rules apply unless they are inconsistent with the context:

- (a) paragraph headings have been included but the licence is not to be construed or interpreted by reference to them;
- (b) references to the Licensed Land include references to part of it;
- (c) references to corporations include natural persons and vice versa;
- (d) references in the singular number include the plural number and vice versa;
- (e) references to any gender include any other gender;
- (f) if the Licensee comprises of more than one person, their liabilities under this Licence are joint and several;
- (g) references to statutes, regulations, ordinances or by-laws include all amendments, consolidations or replacements of them and all proclamations, rules, regulations, orders and notices issued under them;
- (h) where the Licensee covenants not to do any thing, if the context permits, the Licensee will also be deemed to covenant not to attempt, permit or cause that thing to be done;
- (i) every obligation undertaken by the parties under this Licence will be construed as continuing throughout the Term and remaining in force after the Termination Date until the obligation is performed;
- (j) every covenant by the Licensee includes an obligation to procure compliance by each of the Licensee's employees and all other persons under the control of the Licensee.

## **2. GRANT OF LICENCE AND TERM**

### **2.1 Grant of Licence**

The Licensors agree to grant a non-exclusive licence to the Licensee of the Licensed Land for the Term upon the conditions of this Licence. If the Licensee pays the Licence Fee and complies with the terms of this Licence, the Licensee shall be entitled to use the Licensed Land during the Term subject to the provisions of this Licence.

### **2.2 No Estate or Interest in Land**

Nothing contained or implied in this Licence creates in favour of the Licensee:-

- (a) any tenancy, or any other rights in the nature of a tenancy;
- (b) any rights to the exclusive occupation of any part of the Licensed Land; or
- (c) any other estate or interest in the Licensed Land.

### **2.3 Further Licence Agreement**

2.3.1 The Licensors will consider any request by the Licensee, delivered in writing to the Licensors no earlier than six (6) months before the end of the Term, to enter into a further licence agreement on similar terms to this Agreement.

2.3.2 Nothing in this clause requires the Licensors to enter into any further licence agreement.

### **2.4 University Campus**

2.4.1 The Licensee acknowledges that the Licensors operate a University campus from the Licensors' Land. If at any time during the term the Licensors require all or part of the Licensed Land for University purposes the Licensors must provide 120 days written notice of its intention to amend or terminate the licence.

2.4.2 In the event that the University's requirements in clause 2.4.1 relate to part of the Licensed Land then the parties, at their discretion, can enter into good faith negotiations to revise and amend the area of land under Licence.

## **3. LICENCE FEE**

### **3.1 Payment of Licence Fee**

The Licensee agrees to pay the Licence Fee to the Licensors annually, if demanded.

## **4. OTHER PAYMENTS**

### **4.1 Legal Fees**

If the Licensors, not being in default under this Licence, is made a party to any litigation commenced by or against the Licensee or otherwise (other than litigation between the Licensors and the Licensee) which arises directly or indirectly out of the Licensee's use of the Licensed Land, the Licensee is to pay to the Licensors on

demand all legal fees and outlays on a solicitor and own client basis incurred by the Licensor in connection with that litigation.

## **5. USE**

### **5.1 Permitted Use**

- 5.1.1 The Licensee may not use the Licensed Land for any purpose other than the permitted use specified in **Item 7** of Schedule 1.
- 5.1.2 The Licensee must use the Licensed Land for mountain bike riding only, whether recreational or competitive, and are expressly excluded from permitting motorcycles and off-road vehicles onto the Licensed Land without the Licensor's consent. The Licensor's consent may be withheld or granted with any conditions that the Licensor sees fit.
- 5.1.3 If requested to do so by the Licensor, the Licensee shall provide the Licensor with a safety management plan for the Licensed Land covering its normal operations and if requested, in relation to specific events proposed to be held.

### **5.2 Nuisance**

- 5.2.1 The Licensee must not carry on upon the Licensed Land any offensive, noxious or noisy operations or otherwise cause any nuisance to the Licensor and other occupiers of adjoining lands.
- 5.2.2 Where the Licensee's operations are within the permitted use specified in **Item 7** of Schedule 1 and those operations, properly carried on, are inherently offensive, noxious or noisy then:
  - (i) the Licensee must in the conduct of those operations take reasonable steps to minimise any offensive, noxious or noisy effects; and
  - (ii) while the Licensee complies with the provisions of Clause (i) above the Licensee will be deemed not to be in breach of clause 5.2.1.

### **5.3 No Warranty to Use**

The Licensor gives no warranty as to the suitability of the Licensed Land for the use to which the Licensed Land may be put. The Licensee accepts this Licence with full knowledge of, and subject to, any prohibitions or restrictions on the use of the Licensed Land in force by any laws or other requirements.

### **5.4 Sustainability**

- 5.4.1 The Licensee has the responsibility for a duty of care, to take all reasonable and practicable measures to sustainably manage the Licensed Land by conserving the physical, biological, productive and cultural values, either on the Licensed Land or in areas affected by the management of the Licensed Land.
- 5.4.2 The Licensee must not construct further Tracks, conduct earthworks, construct culverts or undertake water diversion or clear any vegetation on the Licensed Land, unless first having the Licensor's consent which can be withheld or granted with any conditions that the Licensor sees fit.
- 5.4.3 The Licensee must manage the Licensed Land in a manner that will protect the natural vegetation, minimise fire risks and prevent erosion, as far as is consistent with the purpose of this Licence and



ensure no environmental harm is to be made during the construction, use and maintenance of the Licensed Land and Tracks and any adjoining land.

**5.5 Vehicle Access**

5.5.1 Vehicle access to the Licensed Land shall be limited to approved activities and special events. It is the preference of JCU for organised mountain biking activities, unless otherwise approved, to commence from Windarra Avenue, Douglas.

5.5.2 The Licensee shall ensure that any vehicle accessing the Licensed Land shall be registered and operated by a person lawfully authorised to operate those vehicles in relation to those activities.

**6. LICENSEE'S COVENANTS**

**6.1 Licensee to Yield Up**

Subject to the provisions of this Licence, at the Termination Date the Licensee is to peaceably and quietly deliver up the Licensed Land to the Licensor.

**6.2 Maintenance & Repair**

6.2.1 The Licensee agrees to keep and maintain in good repair and condition the Tracks and any bridges, culverts or other watercourse crossings that form part of the Tracks on the Licensed Land.

6.2.2 The Licensee, when conducting maintenance activities must first notify the Licensor of the nature and times of such activities and obtain the Licensor's approval where the use of volunteers, machinery and vehicles are required to undertake maintenance.

6.2.3 The Licensee may conduct mountain bike trail construction activities on the Licensed Land if consented to in writing by the Licensor. The Licensor's consent may be withheld or granted with any conditions that the Licensor sees fit. The Licensee shall submit to the Licensor for approval an annual plan detailing proposed trail construction and maintenance.

6.2.4 The Licensee agrees to repair any damage to the Licensed Land, Tracks and Licensor's Land caused by a negligent or wilful act or omission of the Licensee or its members, servants, agents or invitees.

6.2.5 All activities, events, and track construction and maintenance shall be undertaken in accordance with sustainable design principles and International Mountain Bike Association, Cycling Australia and Mountain Bike Australia standards and procedures.

**6.3 Cleaning**

The Licensee agrees to use reasonable efforts to keep the Licensed Land and Tracks in a clean and tidy condition and at all times free from refuse.

**6.4 Assignment or Sub-letting**

The Licensee must not transfer, assign, sub-licence or, otherwise part with possession of the Licensed Land/Licensed Land or part of the Licensed Land/Licensed Land.

**6.5 Mortgages**

The Licensee must not mortgage this Licence either in equity or at common law.



**6.6 Inflammable Substances**

The Licensor must not bring upon or store on the Licensed Land any explosive, inflammable or corrosive fluids or chemicals.

**6.11 Notice of Damage**

The Licensee must advise the Licensor promptly in writing of any:

- (a) damage, accidents or defects on the Licensed Land;
- (b) significant incidents or injury associated with activities connected to the licensee's permitted use; and
- (c) any circumstances likely to cause any damage or injury,

of which the Licensee has notice (actual or constructive).

**7. USE OF COMMON AREAS**

**7.1 Use of Internal Roadways**

Subject to the limitations and restrictions hereunder mentioned the Licensor will permit, during the Term, the Licensee and all persons lawfully authorised by it in common with others having the like rights to pass and re-pass, without animals, over the Licensor's Land and to use the roads as a means of accessing the Tracks.

**7.2 Car Parking**

The Licensor has a regulated parking in system in place on its Douglas campus. The Licensee, its members and invitees and all persons lawfully authorised by it accessing the Tracks via the Licensor's Land must comply with that regulated parking system. Before the Licensee advises its members, visitors, competitors and other invitees to use the Licensor's car parking facilities the Licensee must first obtain the consent of the Licensor.

**7.3 No Obstruction of Common Areas**

The Licensee must not obstruct or permit to be obstructed by its members, invitees, tradesmen or contractors any roads or entrances to the Licensor's Land or any buildings on the Licensor's Land.

**7.4 Exclusion of Persons by Licensor**

7.4.1 The Licensor may at any time and from time to time and for so long as it shall think fit exclude and restrain any person or persons from entering upon any part of the Licensor's Land other than bona fide invitees of the Licensee or of the other occupants of the Licensor's Land who observe the rules and regulations of the Licensor relating to the use of the Common Areas.

7.4.2 Without in any way limiting the meaning of the term "bona fide" any person who has entered upon the Licensor's Land and acted in breach of such rules and regulations and who having been notified of such breach shall commit a further breach of the said rules and regulations (whether of the like nature or not) shall for the purpose of this Agreement be deemed to be not bona fide.

## **8. COMPLIANCE WITH STATUTES**

### **8.1 Statutes, By-Laws and Regulations**

- (a) The Licensee at its own cost agrees to comply with the provisions of all statutes, ordinances, rules, directions, by-laws and regulations affecting the Tracks or the Permitted Use and will promptly comply with all requirements of any local authority or other government body including the conditions of any permit issued to the Licensor or the Licensee by the Cairns Regional Council under its town planning scheme, if applicable.
- (b) The Licensee warrants that it holds all licences and permits required by any statute, ordinance, rule, direction, by-law or regulation for the Permitted Use.
- (c) The Licensee must comply with all policies and procedures of the Licensor which apply to the Licensed Land or the Permitted Use including all operational and quarantine procedures.

## **9. RIGHT OF ENTRY**

### **9.1 Right of Entry**

The Licensor expressly reserves the right and the Licensee permits the Licensor with employees, contractors and agents and with all necessary materials, machinery and appliances at all times to enter upon the Licensed Land for all or any of the following purposes namely effecting alterations or repairs which are incumbent upon the Licensor by law or which the Licensor wishes to carry out for ensuring the safety and preservation of the Licensed Land.

### **9.2 Licensor to Minimise Interruptions**

Except in the case of an emergency, in exercising the right of entry the Licensor must minimise any interruption or inconvenience to the Licensee so far as is practicable.

## **10. INSURANCES**

### **10.1 Public Risk & Professional Indemnity**

The Licensee must effect on or before the Commencement Date and keep current during the Term a public risk insurance policy:-

- (a) effected in the name of the Licensee and noting the interests of the Licensor;
- (b) effected at the Licensee's own cost;
- (c) with an insurance company acceptable to the Licensor; and
- (d) for an amount of not less than that specified in **Item 8** of Schedule 1 at the commencement of this Licence and thereafter for such other amounts as the Licensor may reasonably require during the Term.

The insurance policy shall be in the form of a standard public risk policy extended to cover the risks of an insurable nature for which the Licensee is obliged under this Licence to indemnify the Licensor and bearing an endorsement to include the risk of claims which have resulted from anything which the Licensee is authorised or obligated to do under this Licence.

**10.3 Licensee's Property/Improvements**

The Licensee must insure and keep insured the Licensee's property, improvements, furnishings and fittings located on the Licensed Land for its insurable replacement value against all risks reasonably required by the Licensor from time to time with an insurance company acceptable to the Licensor.

**10.4 Proof of Licensee's Insurances**

The Licensee must on or before the Commencement Date produce to the Licensor evidence of any insurance policies effected by the Licensee under this clause and evidence satisfactory to the Licensor of any renewal whenever requested.

**10.5 Conduct Voiding Insurance**

The Licensee must not without the prior consent in writing of the Licensor bring, keep, do or permit to be brought, kept or done anything to or upon the Licensed Land which may:-

- (a) increase the rate of any insurance for buildings on land adjoining the Licensed Land;
- (b) vitiate or render void or voidable any insurance on the Licensed Land; or
- (c) conflict with any laws or requirements of the Licensor's insurers or any authority which relates to fire, fire safety or fire prevention or with any insurance policy on the Licensed Land or any property in it.

**10.6 Extra Costs of Insurance**

The Licensor will notify the Licensee of all extra costs of insurance on the Licensed Land on account of the extra risk caused by the Licensee's use or occupation of the Licensed Land. Following notification the Licensee can elect, at its discretion, to pay the extra costs to the Licensor or terminate this Licence.

**11. DEFAULT**

**11.1 Events of Default**

The following are events of default:-

- (a) the Licence Fee is in arrears and unpaid for thirty days after any of the due dates for payment (whether demanded or not);
- (b) any monies payable by the Licensee to the Licensor on demand are not paid within ninety (90) days of the Licensor demanding payment or if other monies payable by the Licensee to the Licensor are not paid by the due date for payment;
- (c) the Licensee's failure to carry out any repairs properly required by any notice within the time specified in the notice;
- (d) the Licensee's failure to perform or observe promptly any of the covenants contained in this Licence;
- (e) the Licensee being an incorporated body enters into liquidation (whether voluntary, compulsory or provisional) or is wound up, dissolved, enters into a scheme of arrangement for creditors, is placed under official management or a receiver and/or manager of any of its assets is appointed.

**11.2 Licensor May Rectify**



The Licensor may, but is not obliged to, remedy at any time without notice any default by the Licensee under this Licence. All reasonable costs incurred by the Licensor (including legal costs and expenses) in remedying a default constitute a liquidated debt payable by the Licensee to the Licensor on demand.

### **11.3 Termination of Licence**

If the Licensee makes default as specified in clause 11.1 the Licensor may, without prejudice to any claim which the Licensor has or may have against the Licensee in respect of that default, at the Licensor's option:-

- (a) Subject to any prior demand or notice required by law, re-enter into and take possession of the Licensed Land (by force if necessary), eject the Licensee and all other persons and terminate this Licence; or
- (b) By notice in writing to the Licensee terminate this Licence and from the date of giving that notice this Licence will be terminated.

### **11.4 Essential Terms**

- (a) The parties agree that the following sub-clauses are each an essential term of this Licence:-
  - (i) the obligation to pay any Licence Fee due under this Licence within ninety (90) days of the due date and whether or not the Licensor has made demand for payment;
  - (ii) the obligation to pay any amount of money due and payable by the Licensee to the Licensor pursuant to this Licence (exceeding \$5,000.00) within thirty (30) days of written notice by the Licensor requesting or demanding payment;
  - (iii) the obligation to use the Licensed Land for the permitted use specified in the Reference Schedule;
  - (iv) the obligations contained in clause 6.4 (assignment or subletting);
  - (v) the obligations contained in clause 5.1 (permitted use); and
  - (vi) any other clause which upon a proper construction of this Licence is an essential term of this Licence.
- (b) If the Licensor elects to terminate this Licence for breach of an essential term then (without prejudice to any other claim which the Licensor may have against the Licensee by reason of that breach) the Licensee must pay to the Licensor upon demand damages for that breach.

### **11.5 Damages For Breach**

- (a) Without prejudice to the provisions of clauses 11.3 and 11.4, if an act or omission of the Licensee constitutes a breach of this Licence the Licensee must compensate the Licensor for all costs incurred by the Licensor by reason of that breach.
- (b) If the Licensor terminates the Licence under clause 11.3, the Licensor may, in addition to any other rights and remedies which it might have, recover from the Licensee damages for the loss of the benefit of so much of the licence as would have subsisted but for the termination.

## **12. DETERMINATION OF TERM**

### **12.1 Licensee to Yield Up**

Subject to the provisions of this Licence, at the expiration or earlier termination of this Licence, the Licensee is to peaceably and quietly deliver up the Licensed Land to the Licensor in the condition required by this clause 6.1.

**12.2 Removal of Licensee's Fittings**

The Licensee shall, if so required by the Licensor, at the expiration or earlier termination of this Licence, remove from the Licensed Land all the Licensee's Improvements.

**12.3 Licensee not to Cause Damage**

The Licensee shall not cause or contribute to any damage to the Licensed Land in the removal of the Licensee's fittings. If the Licensee does cause such damage the Licensee shall make good that damage. If the Licensee fails to do so the Licensor may make good the Licensed Land at the cost of and as agent for the Licensee and recover from the Licensee such costs as a liquidated debt payable on demand.

**12.4 Failure by Licensee to Remove Licensee's Improvements**

- (a) If the Licensee fails to remove the Licensee's Improvements as required by clause 12.2 or in the event of re-entry pursuant to clause 11.3(a), the Licensor may at the Licensor's option:
  - (i) cause any of the Licensee's Improvements to be removed and stored in such manner as the Licensor in the Licensor's absolute discretion deems fit at the risk and at the cost of the Licensee; and
  - (ii) treat the Licensee's Improvements as if the Licensee had abandoned the Licensee's interest in them and they had become the property of the Licensor and deal with them in such manner as the Licensor thinks fit without being liable in any way to account to the Licensee for them.
- (b) The Licensee shall indemnify and keep indemnified the Licensor in respect of the removal and storage of the Licensee's Improvements and also in respect of all claims which the Licensor may suffer or incur at the suit of any person other than the Licensee claiming an interest in the Licensee's Improvements by reason of the Licensor acting in any manner permitted by clause 12(a).

**12.5 No Compensation**

No compensation for improvements or developmental work is payable by the Licensor at the expiry or termination of the licence.

**13. RESCISSION OR RESTRICTION OF TITLE**

**13.1 Rescission of Title**

If:-

- (a) the Licensed Land is acquired by the Crown; or
- (b) the Licensor's title to it is rescinded or amended by legislation or proclamation of any superior authorities so as to divest the Licensor's title; or
- (c) the Licensed Land is subject to a successful claim for native title rights pursuant to the *Native Title Act 1993 (Cth)*, the *Native Title Act (Qld) 1993* which substantially restricts or is repugnant to the right granted under this Licence;

then this Licence is immediately terminated.

## **14. INDEMNITIES**

### **14.1 Assumption of Risk by Licensee**

The Licensee agrees to occupy and use the Licensed Land at the risk of the Licensee and releases the Licensor to the full extent permitted by law from all claims and demands of every kind resulting from accident, death, injury or damage to person or property including those caused by the negligence of the Licensor or its employees, agents, invitees or members.

### **14.2 Indemnity of Licensee**

Without prejudice to the generality of clause 14.1, the Licensee is to indemnify and hold indemnified the Licensor against all actions, claims, demands, losses, damages, costs and expenses which the Licensor sustains or for which the Licensor (whether during or after the Term) is liable arising from any of the following:-

- (a) loss or damage to property or death or injury of any kind caused or contributed to by the use or occupation of the Licensed Land by the Licensee;
- (b) any act, default or omission by the Licensee on the Licensed Land;
- (c) a notice of demand requiring the Licensee to do anything under this Licence or in respect of the Licensed Land to the extent that the Licensor is not obliged under the provisions of this Licence to do;
- (d) damage to property, loss of life or injury to persons suffered by the Licensee in the Licensed Land whether in the occupation or control of the Licensor or of the Licensee or of any other person; or
- (e) a breach of a covenant by the Licensee expressed or implied in this Licence.
- (f) the overflow or leakage of water (including rain water) and other fluids in, into or from the Licensed Land.

## **15. DISPUTES**

### **15.1 Disputes**

Any dispute arising out of or in connection with this Licence ("a Dispute") must be resolved in accordance with this clause.

### **15.2 Mediation**

- (a) The parties must first refer the Dispute to mediation by a Queensland Law Society Approved Mediator agreed by the parties or failing agreement appointed by the President of the Society on the terms of the standard mediation agreement approved by the Queensland Law Society.

- (b) The reference commences when any party gives written notice to the other specifying the Dispute and requiring its resolution under this clause.

Any information or documents obtained as part of the reference under this sub-clause must not be used for any purpose other than the settlement of the Dispute under this sub-clause.

#### **15.3 Commencement of Proceedings**

If the Dispute is not resolved within 21 days of the commencement of the reference under this clause either party may then, but not earlier, commence proceedings in any court of competent jurisdiction.

#### **15.4 Arbitration**

- (a) Arbitration will be conducted by a single arbitrator appointed by the parties or failing such appointment appointed by the President of the Queensland Law Society.

- (b) Any arbitrator so appointed must not be the same person as any mediator appointed under clause 11.2.

#### **15.5 Place of Mediation**

Any mediation under this clause will be held in Townsville unless the parties otherwise agree.

#### **15.6 Continuance of Licence**

Each party will continue to perform this Licence despite the existence of a Dispute or any proceedings under this clause.

### **16. WAIVER**

#### **16.1 No Waiver of Rights**

If any rights arise from a breach by a party and these rights are waived, this waiver does not operate as a waiver of rights which arise from any later continuation of that breach or any further breach of the same or any other term.

#### **16.2 No Waiver of Breach**

Any failure to take advantage of a breach of covenant must not be construed as a waiver of that breach nor must any custom or practice which exists between the parties in the course of administering this Licence be construed to waive the right of the parties to insist upon prompt compliance with any covenant of this Licence or the exercise of any rights of the parties.

### **17. ENTIRE AGREEMENT**

This Licence constitutes the entire agreement between the parties and supersedes all prior communication, negotiations, arrangements and agreements, whether oral or written, with respect to the subject matter of this Licence.

### **18. AMENDMENTS**

No agreement or understanding varying or extending this Licence is legally binding unless it is in writing signed by each party or on behalf of a party by a duly authorised representative.



## **19. GOVERNING LAW**

This Licence is governed by and construed in accordance with the law in force in Queensland.

## **20. NOTICES**

### **20.1 General**

Any notice, request, consent or other communication in connection with this Licence must be:-

- (a) in writing; and
- (b) left at the address of the addressee, or sent by prepaid ordinary post (or airmail if posted to or from a place outside Australia) to the address of the addressee or sent by facsimile to the facsimile number of the addressee which is specified in **Item 10** of Schedule 1 or if the addressee has in writing notified another address or facsimile number then to that address or facsimile number.

### **20.2 Receipt**

A notice, request, consent or other communication takes effect from the time it is received unless a later time is specified in it.

### **20.3 Change of Address**

A notification of change of address does not take effect until each other party notifies the party changing its address that the notice of change of address has been received.

### **20.4 Delivery**

A letter or facsimile is taken to be received:-

- (a) in the case of a posted letter, on the third (or seventh, if posted to or from a place outside Australia) day after posting; and
- (b) in the case of a facsimile, on production of a transmission report by the machine from which the facsimile was sent in its entirety to the facsimile number of the recipient. Where transmission is completed after 5.00pm on a business day or is sent on a day that is not a business day in the place where the transmission is received, then the message will be deemed not to have been received until the next business day.

## **21. GOODS AND SERVICES TAX**

### **21.1 Goods and Services Tax**

In the event that any time the Licensor becomes liable to pay a goods and services tax or a tax of a like nature ("GST") on any supply made under this Licence then:-

- (a) the parties acknowledge that the Licence Fee and other monies payable under this Licence has been calculated exclusive of GST;
- (b) the Licensee must pay to the Licensor a sum equal to the amount of GST payable by the Licensor at the same time as payment by the Licensee for the supply of the goods, services or the like to which the GST relates;
- (c) in the event of any dispute over whether GST is properly payable by the Licensor the Licensee must in any event pay the amount in dispute to the Licensor, but the Licensee is entitled to be





**IN WITNESS WHERE OF** this Agreement has been executed by the parties

**SIGNED** for and on behalf of the **TOWNSVILLE ROCKWHEELERS MOUNTAIN BIKE CLUB INC** by an authorised officer:

Signature



Name

PETER M'LEAN

Position

PRESIDENT 2014

Date

11/11/14

**In the presence of:**

Signature



Name

BRETT TURNER

Position

VICE PRESIDENT 2014

Date

11/11/2014

**SIGNED** for and on behalf of **JAMES COOK UNIVERSITY** by an authorised officer:

Signature



Name

Tricia Brand

Position

Deputy Vice Chancellor  
Services and Resources

Date

25.11.14

**In the presence of:**

Signature



Name

Kerrin Aston

Position

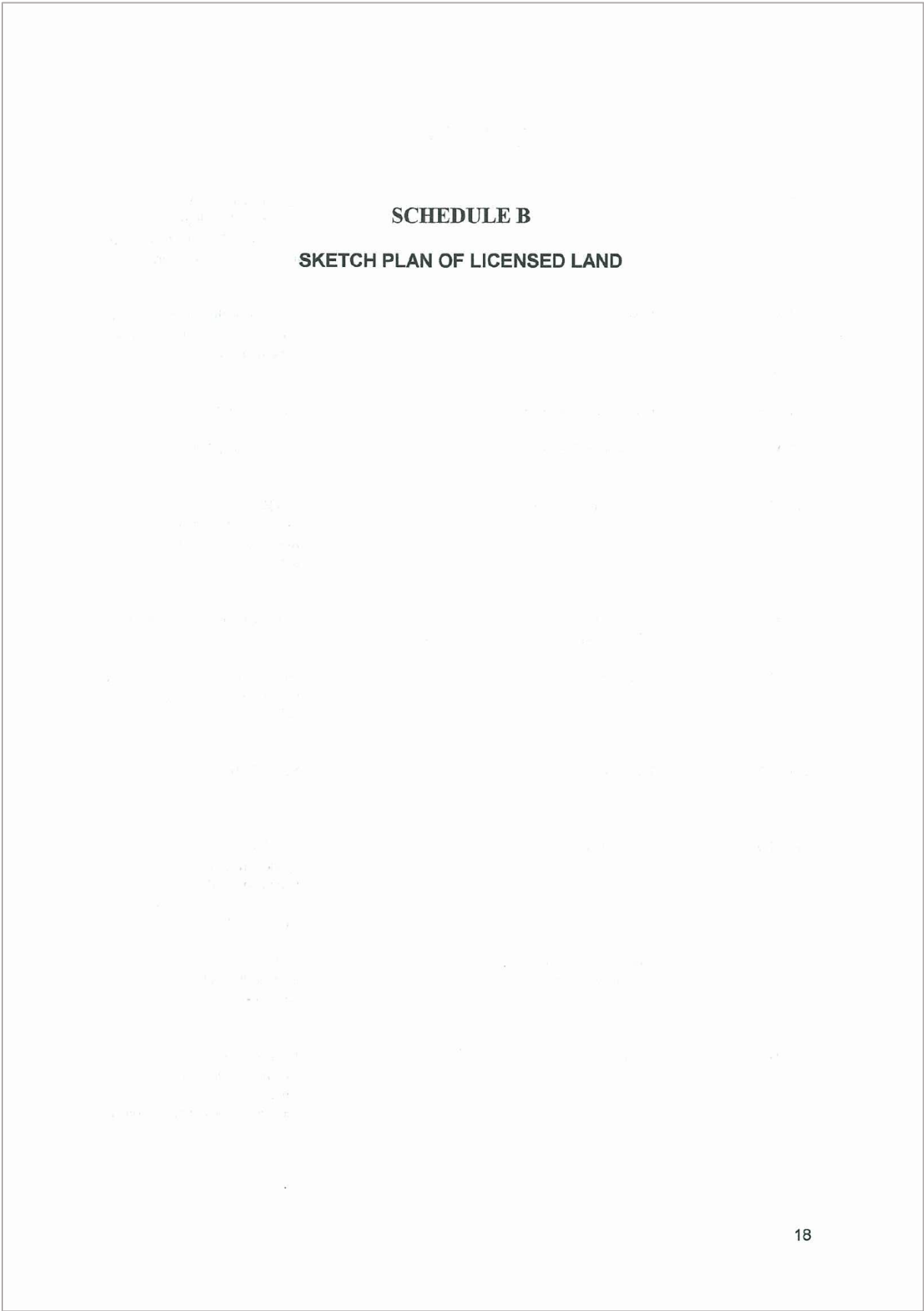
Divisional Manager  
Services & Resources

Date

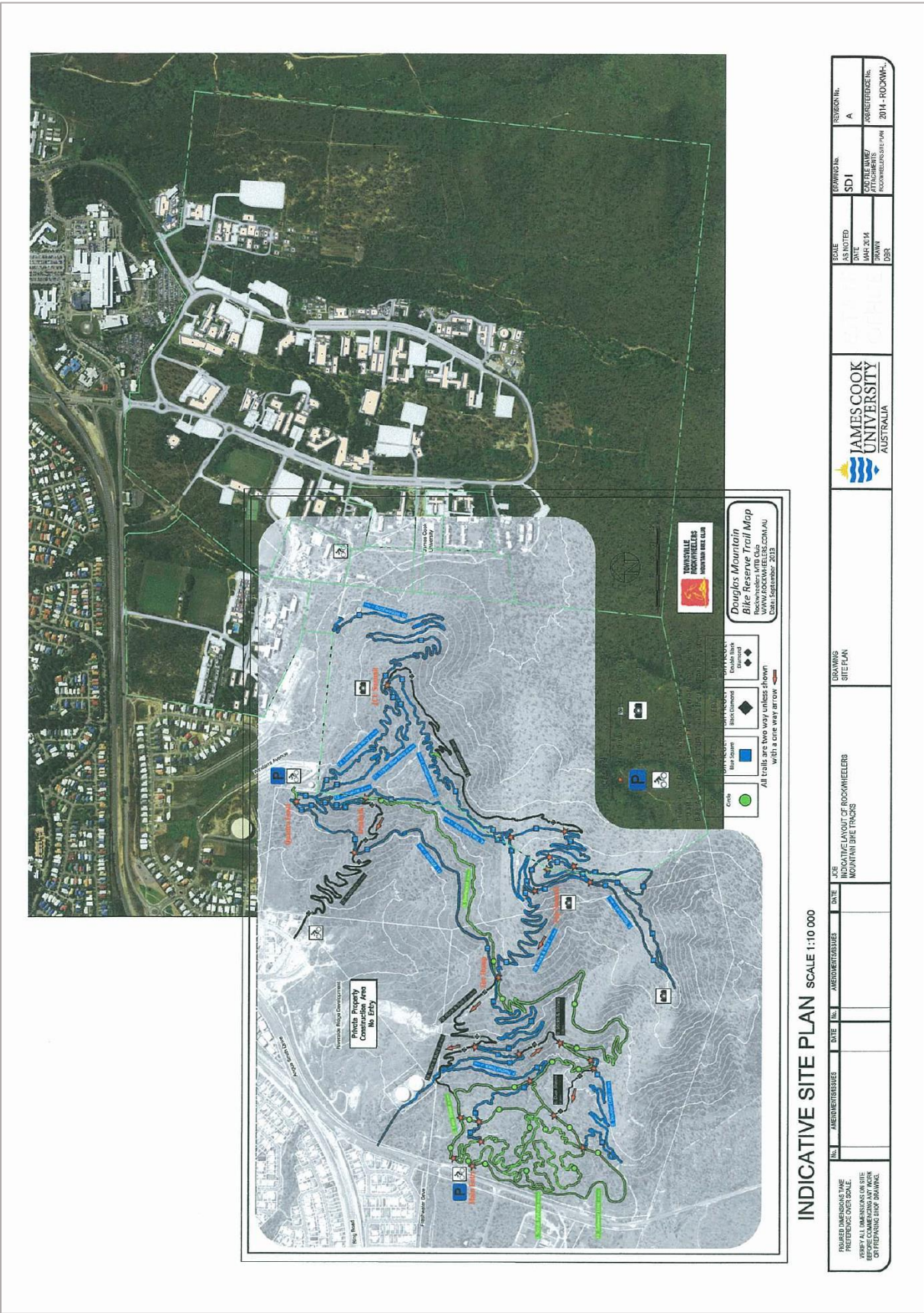
25.11.14

## SCHEDULE 1

<b>ITEM 1:</b>	Licensor's Land -	-Lot 2 on RP 7278428 County of Elphinstone Parish of Stuart; -Lot 1 on RP 731591 County of Elphinstone Parrish of Stuart
<b>ITEM 2:</b>	Licensed Land -	that part of the Licensor's Land identified on the plan attached as <b>Schedule B</b>
<b>ITEM 3:</b>	Commencement Date -	1 December 2014
<b>ITEM 4:</b>	Termination Date -	30 November 2019
<b>ITEM 5:</b>	Address for Invoices –	PO Box 413 Townsville Qld 4810 Rockwheelerstreasures @ Rockwheelers.com.au
<b>ITEM 6:</b>	Annual Licence Fee- (Clause 3.1)	\$1.00 plus GST payable on demand
<b>ITEM 7:</b>	Permitted Use -	construction, use and maintenance of mountain bike tracks
<b>ITEM 8:</b>	Public Risk Insurance -	\$20,000,000.00
<b>ITEM 9:</b>	Default Interest Rate	3% above the usual rate applied from time to time by the Commonwealth Bank of Australia on overdrafts of \$100,000.00.
<b>ITEM 10:</b>	Address and Facsimile Number of Licensor -	P.O. Box 1031 Townsville, Qld 4810 Fax: 07 4781 1525
<b>ITEM 11:</b>	Address of Licensee	PO Box 413 Townsville Qld 4810 Email: secretary@rockwheelers.com.au











**TOWNSVILLE  
ROCKWHEELERS  
MOUNTAIN BIKE CLUB**

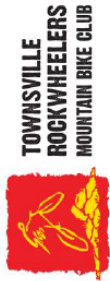
# **Risk Management Report**

Douglas Mountain Bike Reserve Management Plan

Updated November 2018

Document format updated May 2020

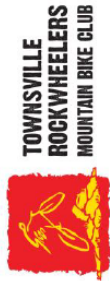




# RISK ASSESSMENT Douglas MTB Reserve - Management Plan

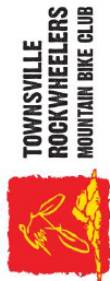
The Risk Analysis Matrix is available on page 7.

Hazard Identified	Causes/ Consequences	Risk Rating	Control Measures
<b>1. Cyclist falling whilst using trail.</b> <ul style="list-style-type: none"> <li>Single accident</li> </ul>	<ul style="list-style-type: none"> <li>User colliding with and/or falling onto natural feature(s) such as sharp or hard rocks, low hanging branches, tree trunks, etc.</li> <li>User colliding with / falling onto remnant infrastructure (e.g. an old fence)</li> </ul> <p><b>Any of which could result in:</b></p> <ul style="list-style-type: none"> <li>user sustaining an injury that could be minor (e.g. minor cuts, abrasions, bruising) or need immediate medical attention.</li> <li>damage to property, bike or infrastructure.</li> </ul> <p><b>Likelihood of occurrence is influenced by:</b></p> <ul style="list-style-type: none"> <li>Technical skill level of cyclist.</li> <li>Weather conditions (eg track surface loose / slippery due to rain)</li> <li>Mechanical condition &amp; intended capability of bike.</li> </ul> <p><b>Potential extent of injury is influenced by:</b></p> <ul style="list-style-type: none"> <li>Presence of safety wear / equipment on rider</li> </ul>	<p>Minor fall, requires first aid B..1..M M – Moderate <b>ACCEPTABLE</b></p> <p>Mod fall, sprains, strains, concussion C..2..M M – Moderate <b>ACCEPTABLE</b></p> <p>Major fall, neck injury, death E..4..M M – Moderate <b>ACCEPTABLE</b></p>	<p><b>Install signage at the Reserve access points that:</b></p> <ul style="list-style-type: none"> <li>Advise users of the level of skill required to negotiate the trails.</li> <li>Advise users of Trail Forks application and emergency location feature</li> <li>Advise users of their responsibility to be aware of the possible risks</li> <li>Advise users to wear adequate protective equipment (e.g. helmet, shoes, gloves, pads etc)</li> <li>Provides emergency contact details (ambulance fire police)</li> <li>Advise users of the presence of other users on the trails.</li> <li>Advise users of management contact details.</li> <li>Install appropriate warning signage where require for technical trail features</li> </ul> <p><b>Track design and construction:</b></p> <ul style="list-style-type: none"> <li>Track to be designed and constructed to IMBA principles.</li> <li>Risk of collision with natural obstacles and remnant infrastructure reduced by track route selection.</li> <li>Loose /slippery surfaces to be avoided or improved as part of track construction.</li> <li>Fall zones to be cleared of hazards/debris.</li> </ul>



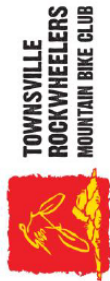
## RISK ASSESSMENT *Douglas MTB Reserve - Management Plan*

Hazard Identified	Causes/ Consequences	Risk Rating	Control Measures
<b>2.</b> <b>Cyclist falling whilst using the trails.</b> <ul style="list-style-type: none"> <li>Collision between 2 cyclists</li> <li>Collision between pedestrian and cyclist</li> <li>Collision between motorbike and cyclist</li> </ul>	<ul style="list-style-type: none"> <li>User colliding with another user and/or falling onto natural feature(s)</li> <li>User colliding with a pedestrian</li> </ul> <p><b>Any of which could result in:</b></p> <ul style="list-style-type: none"> <li>user sustaining an injury that could be minor (e.g. minor cuts, abrasions, bruising) or need immediate medical attention.</li> <li>damage to property, bike or infrastructure.</li> </ul> <p><b>Likelihood of occurrence is influenced by:</b></p> <ul style="list-style-type: none"> <li>Technical skill level of cyclist.</li> <li>Weather conditions (e.g. track surface slippery due to rain)</li> <li>Mechanical condition &amp; intended capability of bike.</li> <li>Potential for bush walkers to use the track,</li> <li>Potential for motor cycles/4WD to use the track.</li> </ul> <p><b>Potential extent of injury is influenced by:</b></p> <ul style="list-style-type: none"> <li>Presence of safety wear / equipment on rider</li> </ul>	<p>Minor fall, requires first aid D..1..L L – Low <b>ACCEPTABLE</b></p> <p>Mod fall, sprains, strains, concussion D..2..L L – Low <b>ACCEPTABLE</b></p> <p>Major fall, neck injury, death E..4..M M – Moderate <b>ACCEPTABLE</b></p>	<p><b>Install signage at the track access points that:</b></p> <ul style="list-style-type: none"> <li>Advises users that the trails are for single file only</li> <li>Advises other possible users (pedestrians/motorbike/4WD) that the trails are for non-motorised use only (mountain bike use only).</li> <li>Advises users of Trail Forks app and emergency location feature</li> </ul> <p><b>Track design and construction:</b></p> <ul style="list-style-type: none"> <li>Trails to be designed and constructed to IMBA principles</li> <li>Risk of collision (passing) reduced by track being constructed for single file only.</li> <li>Trail entries to be narrow to prevent motorbike and 4WD access and include trail filter</li> <li>Trail features to deter motorbike access (such as tight corner radii).</li> </ul>



# RISK ASSESSMENT Douglas MTB Reserve - Management Plan

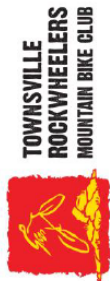
Hazard Identified	Causes/ Consequences	Risk Rating	Control Measures
<b>3.</b> <b>Risk of object(s) falling on park user</b>  Primarily related to natural occurrences:	<ul style="list-style-type: none"> <li>Falling tree-limbs / rocks / debris</li> <li>User being hit / crushed by falling tree limbs / rocks / debris</li> </ul> <b>Any of which could result in:</b> <ul style="list-style-type: none"> <li>user sustaining an injury that could be minor (e.g. minor cuts, abrasions, bruising) or need immediate medical attention.</li> <li>damage to property, bike or infrastructure</li> </ul>	Rare event E..4..M M – Moderate <b>ACCEPTABLE</b>	<ul style="list-style-type: none"> <li>Very unlikely that the track would be used on days of extreme weather (such as during a cyclone) that would cause such an occurrence.</li> <li>Inspect track after severe weather for damage to infrastructure and rectify as necessary.</li> <li>Track inspected as part of regular maintenance.</li> <li>Track inspected pre-events.</li> </ul>
<b>4.</b> <b>Risk of blocking track access</b>  Primarily related to conditions after a natural occurrence	<ul style="list-style-type: none"> <li>Tree limb(s) falling on trail(s), rocks or debris spread over track after natural event such as cyclone or fire that could cause user(s) to crash / fall (see risk 2)</li> </ul>	Possible event C..3..M M – Moderate <b>ACCEPTABLE</b>	<ul style="list-style-type: none"> <li>Inspect track after severe weather for dead or damaged overhanging limbs, loose or weakened upper slopes and the like and rectify as necessary.</li> <li>Clear track of loose debris and the like as necessary.</li> <li>Provide signage that encourages users to monitor the track for fallen branches (and other impassable obstacles) and remove if possible to do so safely or otherwise contact management (provide management contact details).</li> </ul>



# RISK ASSESSMENT *Douglas MTB Reserve - Management Plan*

Hazard Identified	Causes/ Consequences	Risk Rating	Control Measures
5. User (s) engaging in any activity that causes damage to the natural values of the immediate area around the track.	<ul style="list-style-type: none"> <li>User(s) building / creating additional tracks and/or changing the track route,</li> <li>User(s) walking / riding off the track,</li> <li>User(s) introducing weeds into the area or spreading weeds in the area,</li> <li>User(s) deliberately harming natural assets in any way,</li> <li>User (s) causing fire</li> <li>Illegal trail construction can jeopardise legitimate access to land for mountain biking</li> </ul>	<p>Possible event C..2..M M – Moderate <b>ACCEPTABLE</b></p>	<ul style="list-style-type: none"> <li>Track route to be selected such that it is the best option and follows natural desire lines so as to minimise the desire of users to ride or walk off-trail &amp; / or create unauthorised tracks. Possible alternatives to be identified and “blocked off” as part of construction.</li> <li>Introduction of weeds is unlikely as access to the track is via sealed roads. Spread of weeds along the track is unlikely as the area is reasonably weed free.</li> <li>Implement weed removal as part of construction activities.</li> <li>By means of signage educate users about the following issues: <ul style="list-style-type: none"> <li>The environmental problems associated with unauthorised trail building,</li> <li>Principles of sustainable trail development and the IMBA trial building principles</li> <li>Biodiversity and why it is important</li> <li>Environmental weeds and their management</li> <li>Invite and encourage users to become involved in trail maintenance and management</li> </ul> </li> </ul>





# RISK ASSESSMENT Douglas MTB Reserve - Management Plan

Hazard Identified	Causes/ Consequences	Risk Rating	Control Measures
6. Risk of a fire	<ul style="list-style-type: none"> <li>Fire by natural causes,</li> <li>User(s) accidentally starting fires,</li> <li>User (s) deliberately starting fires,</li> </ul> <p>Any of which could result in:</p> <ul style="list-style-type: none"> <li>Damage to natural assets (e.g. vegetation, soil, fauna etc.)</li> <li>Damage to infrastructure</li> </ul>	Possible event C..2..M M – Moderate ACCEPTABLE	<ul style="list-style-type: none"> <li>Fire occurs in the Mt Stuart area annually at the end of the dry season (September/October), either from natural causes, accidentally lit or being deliberately lit by adjoining land owners.</li> <li>Additional use in the area will increase the likelihood of fire.</li> <li>The sealed road and the regularly maintained fire break on the adjacent defence land contains any fire from spreading. The track will also provide an additional fire break to reduce the spread of fires.</li> </ul>
9. Injury from Fire	<ul style="list-style-type: none"> <li>User(s) sustains injury from being caught in a fire event</li> </ul>	Rare event E..3..M M – Moderate ACCEPTABLE	<ul style="list-style-type: none"> <li>Fire Response units (Emergency Services, Rural Fire Brigade, Defence) informed that the track is in regular use.</li> <li>Checking for users on the track to be part of fire response plan.</li> <li>No club activities to be held if fire (threat) is occurring or high risk</li> </ul>
10. Trail user gets lost	<ul style="list-style-type: none"> <li>Unfamiliar with trail network</li> </ul> <p>Could result in:</p> <ul style="list-style-type: none"> <li>Dehydration and heat stress</li> </ul>	Possible event C..2..M M – Moderate ACCEPTABLE	<ul style="list-style-type: none"> <li>Encourage use of Trail Forks application</li> <li>Install trail head and trail signage</li> <li>Encourage self-sufficiency on signage.</li> </ul>



RISK ASSESSMENT  
*Douglas MTB Reserve - Management Plan*

RISK ANALYSIS MATRIX					
LIKELIHOOD	CONSEQUENCE				
	1 Insignificant	2 Minor	3 Moderate	4 Major	5 Catastrophic
A. Almost certain	HIGH	HIGH	EXTREME	EXTREME	EXTREME
B. Likely	MODERATE	HIGH	HIGH	EXTREME	EXTREME
C. Possible	LOW	MODERATE	MODERATE	EXTREME	EXTREME
D. Unlikely	LOW	LOW	MODERATE	HIGH	EXTREME
E. Rare	LOW	LOW	MODERATE	MODERATE	HIGH
<b>Legend – Level of Risk</b> A - Almost Certain Is expected to occur in most circumstances B - Likely Will probably occur in most circumstances C - Possible Might occur at some time D - Unlikely Could occur at some time E - Rare May occur only in exceptional circumstances					