

Jackals Hide – Terms and Conditions – V010414

1. These terms and conditions must be read, and agreed to, by the hunter/camper/fisher:
 - a. On arrival you must sign a statement:
 - i. verifying you have read and understood these terms and conditions and
 - ii. verifying you have read and understood the NSW Civil Liabilities Act 2002 Divisions 3, 4 and 5 (please click the link on the website to download the relevant sections of the CLA)
 - b. The statement must be signed by all persons over the age of 16 years and becomes a binding contract between you and us.
 - c. All persons under the age of 16 must be accompanied by a person over the age of 18 and signed in by that person – 16 and 17 year old persons cannot sign in an under 16 year old person.
 - d. A valid form of I.D. must be produced (IE: drivers/shooters licence) and recorded on the statement.
2. Jackals Hide herein is “the property”
3. Owners and staff herein is “the management”
4. If you have any concerns, doubts or queries about any item related to this document or, related to your intended activities or, the property or any part thereof, you must consult with the management
5. Pets (IE. dogs and cats) are not allowed:
 - a. The business’ principal enterprise involves production of lamb and mutton for trade. Wild dogs and foxes are an extreme and ongoing menace to all sheep and must be controlled at all times. Therefore:
 - i. Unmarked stray dogs, wild dogs and foxes are despatched on sight.
 - ii. Bowmen are paid bounties (by the company) for each dog and each fox despatched (enquire within for bounty details and how to participate in control programmes).
 - b. The management deploys ongoing baiting programmes for canid pest control:
 - i. The baits used in the baiting programmes contain the compound known as 1080 which is lethal to all canines and felines (dogs and cats)
 - ii. If you bring a dog or a cat onto the property, in contravention of this condition:
 1. You risk the death of the pet.
 2. There is no antidote for 1080 poisoning of the targeted or non-targeted animals of the same species (canines and felines).
 3. Infected animals will perish.
 - c. Other canid control programmes in adoption include trapping:
 - i. Steel leg-hold traps are used which can be hazardous to pets.
 - d. The management will not be held liable for the health of your pet should you choose to ignore this Condition.
6. Stock-proof electric fencing is in use on the property. Remain clear of electric fences
7. Hunting on Jackals Hide is restricted to bow-hunting:
 - a. Rifles and crossbows are not permitted.
8. The owners, management and staff reserve the right to continue normal farming operations without interference, but will not inversely interfere, as far as practicable, with you and/or your party’s activities:
 - a. Although, not a responsibility, management appreciates any reports of unlawful trespass
 - b. The owners reside on the property
 - c. Associates and employees are often present on the property
9. Access
 - a. Hunting parties (one (1) party only at a time) have the entire property (Jackals Hide only) to themselves (no alternative hunting/fishing/camping parties will be booked at the same time as a hunting party)

- b. Fishermen have access only to the river area and should be prepared to share the property with other fishers/campers.
 - c. Campers have access only to the campsite and adjacent area however, if they pay the fishing fee this can be extended to the river area in its entirety.
 - d. Hunters cannot book if campers and/or fishers are booked.
10. Gates must be left exactly as found – if gate is shut, close it again, if gate is open, leave it open.
- a. Pay special attention to the method used to latch gate/s and replace latches exactly as found.
11. Do not take risks or attempt any manoeuvre/activity for which you are not properly qualified or fit
12. Alcohol and drugs:
- a. No person may operate a vehicle or boat, hunt, fish or participate in any other recreational activity whilst under the influence of alcohol or drugs
 - b. Drunkenness is not allowed under any circumstance
 - c. Illicit drugs and use thereof is not permitted on the property.
13. Boating/kayaking/swimming is permitted under the following restrictions
- a. Appropriate/certified safety equipment must be worn IE. Rubber soled footwear, life vest, swim/water safe apparel
 - b. Not permitted whilst river is flooding (refer management)
 - c. Diving and/or jumping into the river is not permitted
14. All hunting and fishing is to be conducted in an ethical and humane manner. No animal/fish/bird must be treated inhumanely:
- a. Wounding and inhumane treatment of any living creature is unlawful and not permitted
 - b. Reckless killing is not allowed – always hunt within ethical bounds.
15. Use of hunting devices restrictions (what you cannot do):
- a. Release an arrow or other similar device skyward for any reason for example, do not attempt to despatch a duck in flight with an arrow.
 - b. Releasing an arrow at an uncertain target or, at a target without clear view of an unoccupied background.
 - c. Releasing an arrow at an obstacle that may result in the deflection of the propelled device (ricochet)
 - d. Releasing an arrow from behind another person that would result in the propelled device passing by the person or, any person, at less than a ninety (90) degrees angle from you and the direction of the propelled device.
 - e. Any release of an arrow when the proximity of another person/s is unknown.
 - f. Any directional motion, for example, walking, crawling, running, etc. with a fully drawn (cocked) hunting device.
 - g. Use of a device that is not condition worthy:
 - i. In a state of disrepair - any part or in whole, faulty or in a damaged condition
 - ii. Home-made or uncertified equipment/devices
16. Fishing restrictions include catch n' release policy for all native fish:
- a. Murray Cod, Golden Perch, Silver Perch, Spangled Perch, Black Bream, Bony Bream and Eel-tail Catfish must all be returned, unharmed, to the water
 - b. European Carp must not be returned to the water
 - c. Cross-line and net fishing is not permitted
 - d. No explosive/chemical devices are allowed to be used near to or within the water
17. Hunters/campers/fishers must not undertake any activities without the appropriate personal protection equipment (PPE)/clothing for those intended activities:
- a. Rock climbing or climbing with the use of harnessing, ropes and other gadgets is not permitted unless under the direct guidance of a skilled professional rock climber and, in any case, any such activity must first be 'cleared' by management.
18. All persons will remove/dispose of their waste products, general refuse and effluent environmentally responsibly and:

- a. Campsites are to be left clean and tidy and, no non-burnable items are to be disposed of in campfires including but not limited to, bottles, steel tins, aluminium cans, and other non-burnable items.
 - b. Littering is not permitted anywhere on, or beyond, the property's boundaries.
- 19. Use of 2-wheel motorbikes is not permitted.
- 20. Use of motor-quads and multi-wheeled ATV's, for example, Argo, is permitted however, these can only be used within the limitations of the individual manufacturers specifications and recommendations, and:
 - a. No doubling (pillion passengers)
 - b. Speed limits must be observed[*Item 23*]
 - c. Road safety is the responsibility of the operator.
 - d. May not be used unless rider/driver fitted with appropriate safety wear
 - i. Padded apparel, gloves, etc.
 - ii. Certified safety helmet and visor/glasses.
 - e. Safety in the operation of such vehicles remains the sole responsibility of the user.
- 21. Four-wheel-drive and 2-wheel-drive property-type vehicles are permitted subsequent to the provisions outlined in Item 23
- 22. 2-wheel-drive street car-type vehicles are permitted on graded roads (only) and subsequent to the provisions outlined in Item 23
- 23. All commuting throughout the property by vehicle must be performed in a safe and responsible manner and, you must be licensed, or legally entitled, to operate that particular vehicle and:
 - a. You use your vehicle on the property at your own risk and, you accept:
 - i. The management is not responsible for any damage or loss to your vehicle/s if you elect to use same on the property
 - ii. The management is not responsible for any personal injury resulting from the use of your vehicle/s used on the property – *refer Civil liabilities Act 2002 Sect 5.*
 - b. No rally-type driving is permitted
 - c. Speed limits apply to all vehicles – road/trail conditions vary often, discretion and common sense is essential at all times:
 - i. Graded roads – 20km/hr or less depending on conditions and circumstances
 - ii. Ungraded roads – 10km/hr or less depending on conditions and circumstances
 - iii. Mountain trails – 3km/hr or less depending on conditions and circumstances
 - d. Recovery of your vehicle assisted by management will incur a charge of \$50 per hour or any part of the hour thereof.
 - e. Only a qualified mechanic may attempt mechanical repairs on a vehicle owned by you whilst on the property.
- 24. From time to time depending on past/prevaling weather/natural conditions (flood, wind, rain, erosion, landslip, drought, etc.) some accesses (roads/tracks, river crossings, paddock terrain, etc.) may be hazardous to traverse. It is your responsibility to familiarise yourself with all such uncertainties **PRIOR** to negotiating them by consulting with the management.
- 25. Map of the property: You will be given a map of the property on your arrival which you are expected to note, and make yourself fully aware, of the property boundaries:
 - a. All hunters, fishers and campers may operate within the property boundaries providing it does not conflict with clause 26, "Restricted Property"
- 26. Restricted property:
 - a. Accessible land is defined by:
 - i. The extreme western end of the property on the Tenterfield Creek is 'Mars' (position decimal degrees: S28.938816, E151601902) and,
 - ii. The extreme eastern end of the property on the Tenterfield Creek is 'Unnamed Creek' (position decimal degrees: S28.950913°, E151.639087°).
 - iii. The northern boundary is the border fence (Queensland/New South Wales)
 - iv. The south-western boundary is Mountain Creek Road

- v. The south-eastern boundary is 'Unnamed Creek'
 - vi. The north-western boundary is the boundary of 'Camp 3' and 'Austins 1'
 - vii. With reference to the property map, the extreme outer boundary limits are defined by the coordinates associated with Corners; 1, 'Mountain Creek Road', 2, 'Mars', 9, 'Border fence', 10, 11, 12, 'Unnamed Creek', 13, 14, 'Tenterfield Creek', 16 and 1.
- b. Leased portions that appear on the property map are restricted areas and/or private property that must not be accessed by unauthorised personnel.
 - c. Leased portions include (*refer to property map*):
 - i. Lot 10/789006 defined by Corners 14, 'Tenterfield creek', 16 and 15, and/or;
 - ii. Lot 10/751520 defined by Corners 2, 3, 4, 5, 6, 7, 8, 'Border fence', 9, 'Mars', 'Tenterfield Creek' and 2, and/or;
 - iii. Any area/s defined by the word 'LEASE' on the property map.
 - d. Any property/land that falls beyond the final boundary line (defined by the outer blue lines on the property map) is private property and must not be encroached:
 - i. If you wish to hunt neighbouring land, with the expressed permission of the respective landowner, you must first vacate Jackals Hide and;
 - ii. Jackals Hide maintains no responsibility for persons hunting alternative lands.
27. How you set up and maintain your campsite, tents, tarps, facilities, etc. in regard to safety, comfort, loss/damage and maintaining your health is entirely your own responsibility
- a. You are required to bring with you your own food, essential supplies (first aid, medications, etc.) and drinking water and, correct and efficient facilities to store same and surplus for the duration of your stay.
 - b. For all incidents requiring medical attention, no matter how trivial, immediately report to the management for assessment, additional treatment (as required) or referral as necessary.
28. Campfires, stoves and firewood
- a. You may collect as much firewood as you like from around the property to be used in campfires and barbeques.
 - b. Firewood (on request) may be supplied to your campsite and/or replenished, by the management, for a fee – enquire within.
 - c. If you elect to maintain a campfire, you are wholly responsible for it's safe operation, your own and others safety and, the area you may place at risk by doing so.
 - d. Fires may be lit in designated areas only and, contact management for advice when/if fire bans and other restrictions apply.
 - e. You are entirely responsible for any other heating or cooking device, gas lamp or other device which provides a flame, either supplied or brought to the property by you or your party.
29. As with any rural landscape, the property presents all persons with its own set of challenges/hazards:
- a. You are fully aware of the relevant OH&S standards applicable to operating in and throughout a rural landscape and, the New South Wales Consolidated Acts – Civil Liability Act, Sections 3, 4 and 5, which you must agree to on your arrival at the property.
 - b. You are responsible for any minor (under 16 y/o) that accompanies you to the property
 - c. You agree to this clause unequivocally, or you **will not** sign the contract and you **will not** be permitted entry to the property.
30. You are responsible in all respects for the use, safe storage and conveyance of any and all combustible products you may bring onto the property such as petrol/diesel/kerosene, gas and/or other comparable flammable or potentially flammable/explosive products.
31. You are wholly responsible for the deployment and safe handling/storage of hunting knives, broad-heads, hooks, and all other potentially sharp and or potentially hazardous accessories and/or appliances.
32. Private property – workshop tools, materials, fencing equipment, wire, stock equipment, troughs, lick blocks, barbeque plates [campsites], dog traps, kayaks/oars (belonging to Jackals Hide), equipment/items left behind by a previous party, etc. are all examples of private property that you may come across during your visit:
- a. Private property must not be interfered with or removed from Jackals Hide:

- i. In the case of property belonging to, or thought to belong to, a previous party, please inform Management so that management may collect it and inform the rightful owners.
 - b. Private property/items that are removed from the property without the knowledge of the management will be treated as an act of theft and the matter referred to police.
 - c. If you come across a dog trap, do not interfere with it and [most importantly] do not touch it! If an animal is caught in it, inform management immediately (note: all dog trap sites are monitored by security cam [24hr])
- 33. Hunting - conditions
 - a. Bow-hunting:
 - i. Spotlighting is allowed (subsequent to NSW DPI gaming regulations)
 - ii. If a domestic animal is accidentally killed or maimed due to your activities for example a sheep, you agree to reimburse the management at least the market value of that animal PLUS what that animal is worth to the business as a breeder/grower
 - b. The following species may be targeted by the hunter, without bag limit or trophy fee
 - i. Wild and feral pig (black [*wild*] and coloured [*feral/razorback*])
 - ii. Rabbit
 - iii. Canines (fox, wild dog/dingo)
 - iv. Feral cat
 - v. Rusa deer
 - vi. Wild and feral goat
 - vii. Fallow deer [*seasonal, see 33. c.*])
 - c. Seasons: NSW Department of Primary Industries (DPI) states:
 - i. Fallow deer can only be hunted from the 1st March to the 31st October.
 - 1. A NSW Game Hunting Licence 'R' or 'G' is required to hunt Fallow deer in NSW
 - ii. Deer can only be hunted during daylight hours from 1/2 hour before sunrise to up to 1/2 hour after sunset.
 - iii. As of this writing, duck hunting remains banned in New South Wales:
 - 1. Enquire within for latest updates
- 34. Offal and carcasses:
 - a. As much as is practicable, carcasses to be discarded should be removed to the Bone Yard:
 - i. GPS position: S 28.94983, E 151.61990 [Thumper Road], or;
 - b. If it is impractical to gather carcasses for relocation to the Bone Yard, it is necessary that you give to the management the GPS or map position/location of same prior to your departure from the property.
- 35. Schedule of Costs and Fees – [*refer "FEES" on the website*]
 - a. Fees, terms and conditions may change without notice.
 - b. Refund policy – No!
- 36. The management reserves the right to terminate your stay in the event of breach of this Contract.

Last update: 1st April 2014
