

# Explaining the concept of “Environmental Duty of Care” in the context of the Northern Gulf region (Queensland)

By Romy Greiner, Louisa Patterson and Owen Miller

River Consulting, 68 Wellington Street, Townsville QLD 4812,  
phone 07 4775 2448, email: romy.greiner@riverconsulting.com.au

## Discussion Paper

4 December 2007

### Summary

Over the past decade the policy discussion surrounding natural resource management has increasingly included a debate about ‘duty-of-care’ instruments. Indeed, some states have adopted the idea and designed policy—backed up by legislation—that prescribes landholders’ duty of care to the environment.

Environmental duty of care is specifically related to agricultural land uses and diffuse sources of environmental impacts. It encapsulates elements of the precautionary principle and risk management and combines them with the notion of land stewardship.

The concept is of particular relevance to leaseholders in Queensland. There is a duty of care under the Land Act 1994; an environmental duty of care under the Environmental Protection Act 1997; and a duty of care under the Aboriginal Cultural Heritage Act 2003. Lessees must comply with three Acts. The duty of care under the Land Act in particular links to the State Rural Leasehold Land Strategy, which links land condition—as a measure of compliance with duty of care—with lease conditions. Environmental duty of care forms a core element of that the State Leasehold Land Strategy, whereby leaseholders whose land is in ‘good condition’ are rewarded, when they seek renewal of their leases, with longer lease terms than other lessees who fail that criterion.

This paper intends to provide an understanding of the concept of duty-of-care. It demonstrates how the generic duty of care concept has informed the environmental policy discussion. It uses the term ‘duty of care’ in a general sense and not a legal definition.

### What is Duty of Care?

Duty of care is a moral and a legal concept that encapsulates the ethical principle of non-maleficence—the duty to do no harm. Broadly defined, duty of care describes the civic responsibility of each and every individual to take all reasonable and practical steps in undertaking their activities to prevent harm to another person or property of another. As such, duty of care has a strong precautionary element.

Many personal and professional relationships are governed by duty of care. For example, parents owe a duty of care to their children and employers owe a duty of care to their employees, drivers of an automobile owe a duty of care to all surrounding individuals, and so on. Many professions have a professional duty of care and must exercise proper professional care in the way they carry out their duties or responsibilities. Doctors and nurses owe a duty of care to their patients, engineers of a bridge owe a duty of care to the bridge’s future users. In these roles particularly, individuals carry an expressed responsibility to avoid harm, which governs their actions.

Duty of care is firmly embedded in common law (Bates, 2001). The individual is considered to be responsible and accountable.

The question of legal liability arises through a Tort of Negligence, when an individual is accused of having breached their duty of care by acting negligently, and when this claim is being tested in the court of negligence. Negligence is determined where (Bates, 2001):

- the defendant owes a duty of care to the claimant;
- a reasonable standard of care has not been employed by the defendant in

carrying out (or omitting to carry out) the activity in question; and

- the damage caused to the claimant was reasonably foreseeable as a result of those activities or omissions.

The defendant will try to establish that he/she has acted with due diligence and therefore complied with their duty of care.

A statutory duty of care takes the concept of general duty of care further by prescribing and/or prohibiting specific courses of actions. For example, truck drivers owe others a common law duty of care, but government regulations relating to maximum consecutive driving hours and minimum break times provide statutory marker as to whether the duty of care was provided (GHR Logistics, 2004).

## Duty of care to the environment

Common law duty of care assigns responsibility of one person to another person—however, there is no equivalent provision which recognises that a person may owe a duty of care to the environment *per se* (Bates, 2001). For example, if the polluter of a water course causes harm to another through poor water quality (property harm and potential economic harm) it is the harm to the personal interests that is actionable under common law, not the harm to the environment *per se*—or the generic values to the general population that the environment represents.

The first mention of environmental duty of care instruments was made by Binning and Young in 1997 and later considered by the Industry Commission in 1998 (Young et al., 2003). A legislative definition of environmental duty of care was proposed by the Industry Commission (1998: p.134) to “require everyone who influences the management of the risk to the environment to take all ‘reasonable and practical’ steps to prevent harm to the environment that could have been reasonably foreseen”.

The discussion is philosophically grounded in the notion that “sound management of the environment and natural resources is crucial to both the living standards and quality of life enjoyed by the community” (Smith and Capelin, 2006: p.1). In Australia this concept is embedded in the policy framework of ecologically sustainable development (ESD), which stipulates that development and economic activity should only occur when it does not compromise the well-being of the present and future generations (Bates, 2001;

Industry Commission, 1998). Duty of care—applied to the environment—may therefore offer one strategy to implement ESD.

According to Young et al. (2003) an environmental duty of care offers landholders flexibility in return for increased responsibility. “While complying with the duty of care is mandatory, duty holders can choose how they comply” (Young et al., 2003: p.4). They see efficiency benefits arising from a common-law environmental duty-of-care approach as compared to environmental regulation due to:

- Greater flexibility resulting in lower compliance costs; and
- The onus of proof shifting from government to the landholder.

“The challenge for catchment managers is to define what the minimum duty is and how to guide, encourage and speed change” (Young et al., 2003: p.8).

Bates (2001) recommends the introduction of a statutory duty of care to the environment, in combination with voluntary codes of practice. He suggests this could provide guidance to resource users on land management practices that would be considered acceptable in terms of environmental consequences. He also considers the approach to be more flexible and less prescriptive than alternative regulatory approaches and suggests that it was likely to promote “...a wide range of ‘no regrets’ measures (those measures that are low cost or reduce costs by increasing productivity) to protect the environment” (Bates, 2001: p.35).

At the heart of environmental duty of care are the questions of impact and risk—in accordance with the precautionary principle, which is now firmly entrenched in Australian governments’ environmental policy. The precautionary principle requires that decisions by the private sector, governments, institutions and individuals need to allow for and recognise conditions of uncertainty, particularly with respect to the possible environmental consequences of those decisions. It requires all agents to act to prevent or avoid detrimental effects (immediate and in the future) which may be damaging the environment, thereby implicitly establishing an ethical duty of care for the environment.

The key here is that the harm that was caused must have been reasonably foreseeable, regardless of whether that harm eventuated or the circumstances that lead to harm (Bates, 2001). The notion that harm is foreseeable implies an informed decision process whereby

the individual, prior to taking action, considers possible lines of action, anticipates their possible impacts and the likelihood of those impacts occurring. Effectively, the person would be conducting a risk assessment for the activity.

The Industry Commission (1998) suggests that in the face of uncertainty, appropriate risk management strategies need to be developed to meet a duty of care.

### **Duty of Care for the environment in Queensland**

The Queensland state government legislated a general duty to the environment by all persons under the *Environmental Protection Act 1994*. This state legislation extends the responsibility of landholders for duty of care beyond the common law obligations. However, according to the Industry Commission (1998), a failure to comply with this duty does not carry legal consequences for landholders or managers since the intention of the legislation is to encourage industry self-regulation through codes of practice.

A general environmental duty is stipulated in section 319, sub-section 1 of the *Environmental Protection Act 1994*: “A person must not carry out any activity that causes, or is likely to cause, environmental harm unless the person takes all reasonable and practical measures to prevent or minimise the harm (the *general environmental duty*).”

With regards to land, landholder duty of care is further specified in section 199, sub-section 1 of the *Land Act 1994*: (1) “All leases, licences and permits are subject to the condition that the lessee, licensee or permittee has the responsibility for a duty of care for the land.”

Environmental harm is defined in the *Environmental Protection Act 1994* section 14, sub-division 3 as “any adverse effect or potential adverse effect (whether temporary or permanent and of whatever magnitude, duration or frequency) on an environmental value.

The *Environmental Protection Act 1994* further outlines that environmental harm may be caused by an activity:

- Whether the harm is a direct or indirect result of the activity; or

- Whether the harm results from the activity alone or from the combined effects of the activity and other activities or factors.

According to the DNRW (2007b: p12) “title holders accept their implicit and explicit legal obligations as stewards as a necessary condition of accepting title, not as something superimposed upon an otherwise autonomous right. The [stewardship] model also casts environmental regulation into its proper perspective. Instead of being an infringement on private rights, it is an attempt by society to ensure that the obligations it desires are met.”

Duty of care and stewardship are about avoiding environmental harm. The Queensland Department of Natural Resources and Water (DNRW, 2007) identifies several types of environmental harm, including:

- Land degradation (e.g. soil erosion and decline in soil structure)
- Air pollution
- Water pollution (including pollution by salt, agrichemical and nutrients)
- Invasion of weeds and pests
- Noise
- Destruction of ecosystems and habitats
- Loss of species

Section 199, sub-section 2 of the *Land Act 1994* stipulates: “If a lease is issued for agricultural, grazing or pastoral purposes, the lessee’s duty of care includes that the lessee must take all reasonable steps to do the following in relation to the lease land.

- avoid causing or contributing to land salinity that—
  - (i) reduces its productivity; or
  - (ii) damages any other land;
- conserve soil;
- conserve water resources;
- protect riparian vegetation;
- maintain pastures dominated by perennial and productive species;
- maintain native grassland free of encroachment from woody vegetation;
- manage any declared pest;
- conserve biodiversity”.

The legal framework—Common Law and Statutory responsibility

Common law duty of care continues to evolve in the Australian courts. Bates (2001) suggests that there remains uncertainty surrounding its extent and application—particularly in establishing whether a duty of care to the environment exists.

The problem with common law is that duty of care is actually owed to persons or property but not to the environment *per se*. Effectively, common law can only protect the environment indirectly where there is a legal liability for impacts on persons and property arising out of activities that harm the environment (Bates, 2001:p.vii). Young et al. (2003: p7) confirm “...lack of clear definition of environmental duty of care may result in judicial interpretation along the lines of current common law thinking.” Further, “common law does not restrain the degradation of one’s own

land and natural resource base unless harm accrues to another person or to property in which the landholder owes an environmental duty of care” (Young et al., 2003: p7). Consequently, Young et al. (2003) contend that it is advisable to have legislation underpinning the use of environmental duty of care instruments. This is known as a statutory duty of care.

According to Bates (2001: p. vii) “A statutory duty of care can potentially be more precise about when and how a duty will arise, provided it is clearly defined.” Statutory duties of care may be owed the environment itself but such duties may be difficult to enforce and may not provide additional protection where legislation to protect the environment already exists. However, statutory law can also broaden the scope of responsibility for duty of care to the wider community and conceptually, to the environment (Young et al., 2003). Table 1 explains the differences.

**Table 1: Comparing Statutory and Common Law Concepts of Environmental Duty of Care**

Source: Young et al. (2003)

	COMMON LAW DUTY OF CARE	STATUTORY DUTY OF CARE
Conceptual focus	Preventative	Constructive
Focus of Concern	Private interests	Public interests including those of future generations
Instrument target	People and property	Environment <i>per se</i> (e.g. occupational health and safety, but still focus on people)
Time when action can be taken	Action possible only after the event to seek compensation for harm caused	Action to stop the risk of possible harm occurring is possible. Thus the standard can be higher than that attainable under common law
Legislative focus	What you are liable for	What must be done to prevent damage

Bates (2001) considers a statutory duty of care to be a complementary approach to the concept of ecologically sustainable development, providing added protection to the environment. “When backed by explicit guidelines, the educational effect of a duty of care can be a significant benefit for guiding individuals in sustainable resource use” (pviii). Furthermore, the Industry Commission (1998: p.135) notes that “the extension of the common law duty of care for the environment would make explicit that the duty not only applies to harm that might be caused to those who are living at the present, but also to those who are yet to be born. Doing so emphasises that landholders are ‘stewards of the land’ and that land is held in trust for subsequent generations.” However, “questions remain

about how such a duty of care would work in practice” (Bates, 2001).

**Demonstrating Duty of Care**

Standards of care

According to Bates (2001: p. 27-28), there is an expectation that with the introduction of a duty of care, standards of care will be set so that (1) persons under the duty will know how to fulfil the duty and (2) regulatory bodies will be able to monitor compliance and courts will be able to test compliance. He argues that “the judiciary is likely to perceive the absence of appropriate standards as a reason for denial of breach of the duty. The duty

therefore needs to be complemented by other instruments, such as codes of practice and guidelines that indicate how the duty may be fulfilled.”

Standards of care need to consider the costs of achieving desirable environmental quality along with the risks of environmental harm arising from those activities. “Standards of care define the boundaries of what is reasonable and practical under the statutory scheme. Standards should be expected to reflect best practice for a particular industry or activity.” Best practice is “...management of an activity that achieves ongoing minimisation of environmental harm through cost-effective measures (assessed against measures used nationally and internationally for managing that activity)” Bates (2001: p. 28-29).

According to Bates (2001), best practice has been well documented for some industry practices—pollution control for example—but requires further definition in relation to activities such as land clearing and agricultural land management practices.”

Operating within a code of practice offers one way in which landholders can demonstrate compliance with the general environmental duty. Codes of practices are commonly defined by an agricultural industry for members of that industry. Although codes of practice are approved under legislation, implementation by landholders is voluntary

Under the *Environmental Protection Act 1994*, several codes of practice have been established and approved in Queensland:

- Environmental Code of Practice for Australian Prawn Farmers
- Environmental Code of Practice for Agriculture
- Environmental Code of Practice for Queensland Piggeries
- Queensland Dairy Farming Environmental Code of Practice
- Sustainable Cane Growing in Queensland
- Sustainable Fruit and Vegetable Production in Queensland

Codes of Practice outline Expected Environmental Outcomes and usually management practices to achieve these outcomes. Alternative strategies may be used to those outlined in a code of practice as it is the Expected Environmental Outcomes which must be met to prove compliance.

The Environmental Code of Practice for Agriculture identifies Expected Environmental Outcomes for the Queensland Agricultural industry in general. Some of these Expected Environmental Outcomes may be applicable to the grazing industry or useful in forming a grazing Code of Practice. The Expected Environmental Outcomes are:

- To conserve representative samples of native species and ecosystems;
- To conserve the productive characteristics and qualities of the land and its soil;
- To conserve the integrity of waterways and the quality of water;
- To manage waste from on-farm activities;
- To conserve the quality of air through minimising the release of contaminants; and
- To minimise the impact of noise on environmentally Sensitive Places at sensitive times.

The Environmental Code of Practice for Agriculture recognizes that economic and ecological sustainability are essential and that one is not possible without the other (QFF 1998, page 5).

Smith and Capelin (2006: p.2) state: “Complying with these environmental codes of practice allows primary producers to demonstrate their commitment to the general environmental duty.”

“In 1990, the cotton industry was the first agricultural industry in Australia to ask for a report card on its environmental performance. The resulting audit found improvements were needed, particularly in the area of chemical storage and application.

Best Management Practices (BMP) is the Australian cotton industry’s voluntary environment program. It combines cutting edge science and technology with practical on-farm management to protect and improve the natural environment. BMP is a very practical program where each cotton grower receives a BMP Manual that they work through to identify areas of risk on the farm, and to develop action plans to overcoming them. Some practical examples of BMP include: safe chemical storage and handling, recycled water, reduced chemical usage, minimising erosion, weeds and diseases and integrated pest management” (Cotton Australia website, accessed July 2007).

## Due diligence

A more comprehensive way of implementing stewardship and duty of care goes beyond the notion of straight compliance through the adoption of certain pre-defined industry standards. It involved the notion of due diligence, which involves decision makers to assess the potential risks of harm to the environment from their activities and to take all reasonable and practicable steps to mitigate the risks and associated harm (Smith and Capelin, 2006).

If producers wish to take advantage of a Code of Practice as a defence it is critical that they are able to demonstrate due diligence. Due diligence, i.e. using all reasonable and practicable measures to minimise environmental harm, is a defence to a breach of the General Environmental Duty under the *Environmental Protection Act 1994* (QFF 1998, page 4).

Further implementation of the codes of practice coupled with a property management plan, regular operational monitoring and review of plans, is likely to facilitate the demonstration of due diligence.

Legally, land managers are required to comply with the *Environmental Protection Act 1994* and prevent or minimise environmental harm as far as “reasonable and practicable” (QFF 1998, page 2).

In deciding the “reasonable and practicable” measures to be taken, the *Environmental Protection Act 1994* states in Chapter 7, Part 1, Section 319 (2), that regard must be given to:

- The nature of the harm or potential harm; and
- The sensitivity of the receiving environment; and
- The current state of technical knowledge for the activity; and
- The likelihood of successful application of the different measures that might be taken; and
- The financial implications of the different measures as they would relate to the type of activity.

The landholder is responsible for considering specific adverse impacts of farming activities on the environment and for deciding upon management strategies and measures best suited to avoid and minimise these impacts (Smith and Capelin, 2006: p.2).

There are many things that landholders can do to demonstrate due diligence, including (Smith and Capelin; 2006: p3):

- Conducting activities that are consistent with codes of practice, approved under the *Environmental Protection Act 1994* and industry best management practice
- Preparing and implementing a property resource management plan or an equivalent document
- Undertaking regular monitoring of the condition of natural resources
- Keeping records of activities and results of monitoring
- Periodically reviewing performance and outcomes and modifying activities and plans to meet desired or agreed outcomes

These activities constitute good business practice at any rate, and could be complemented by and formalised into an environmental management system (EMS) for the property or a farm management system (FMS).

FMS's are being developed by many rural industries (DNRW, 2007). A FMS is viewed as a tool to be used by producers in identifying and managing risks that may occur as the result of farming operations. Performance monitoring and verification are components of FMS programs.

“An EMS is a framework, which can be integrated with existing business processes to effectively identify, measure, manage and control environmental impacts and hence environmental risks. An EMS also establishes the means for improving performance and moving towards environmental sustainability through best practice such as ISO14001” (SAI-global website, accessed 25/07/2007).

In Australia, an EMS must comply with standards such as those within the international ISO1400 series. The standards must involve:

- complementary codes of practice
- industry competency standards
- guidelines
- benchmarks
- third-party performance audits

“An audited EMS gives an industry or an individual evidence of their environmental performance, and may help them gain access to markets that require compliance with standards and practices” (DNR, 2007).

## **Graziers in the Northern Gulf of Carpentaria region demonstrating environmental duty of care**

The vast majority grazing land in the Northern Gulf region is pastoral leasehold land.

Pastoral holdings, preferential pastoral holdings, pastoral development holdings and stud holdings under the *Land Act 1962* (Q) are taken to be term leases for pastoral purposes under the *Land Act 1994* (s 472). They are also known as pastoral leases.

Duty of care towards the environment provides a mandatory condition for all leases. The Minister may give a lessee a remedial action notice if the Minister is of the opinion the lessee or licensee is not fulfilling their responsibility for a duty of care for the land and/or in a way likely to cause, or has caused, permanent or serious land degradation.

On 3<sup>rd</sup> December 2007, after six year of deliberations, the Queensland state government released the new Leasehold Land Strategy. The new agreement (signed off by rural body AgForce and the Australian Rainforest Conservation Society), allows leases of 50, 40 and 30 years compared with the previous maximum of 30 years. It comes into effect on 1<sup>st</sup> January 2008.

Lease extensions will be granted if landholders keep their land in good condition, conserve high-value areas of their land or allow access by local Indigenous people. when renewing a lease, 40 year terms will be granted if lessees kept or returned their land to "good condition", while 50 year terms will be offered to lessees who also conserve high value environmental areas and reach access agreements with local indigenous people.

The Strategy clarifies the duty of care provisions in the *Land Act 1994*. Leaseholders are required to take steps to (DNRW, 2007d):

- maintain pastures dominated by perennial and productive species
- maintain native grasslands free of encroachment from woody vegetation
- protect riparian vegetation
- control and eradicate declared pests
- avoid causing or contributing to salinity that reduces the productivity of the leased land, or causes damage to any other land
- conserve soil, water resources and biodiversity.

If these stipulations are fulfilled, the Minister considers the land to be in "good condition" and, when lease renewal is sought, lease

terms of 40 or 50 years may be granted (DNRW, 2007d).

It is not clear as yet, what constitutes "good condition". However, until clarification obtained whether that equates to type A land condition, lessees will be able to show that they are exercising a duty of care for the land by (DNRW, 2007c):

- preparing, implementing and reviewing a comprehensive property-level plan
- undertaking regular monitoring of the condition of natural resources
- keeping records of activities and results of monitoring
- demonstrating compliance to codes of practice through implementing farm management systems or best practice
- or, by maintaining and implementing a land management agreement.

A land management agreement is a contract between the lessee and NRMW, which relates to the management of a lease's land, water and vegetation, and the protection of its cultural heritage. It will be the minimum requirement for all new long-term grazing and agricultural leases (leases in excess of 20 years and having an area greater than 100 hectares). It reflects a systematic approach to property planning (DNRW, 2007c).

The principal objective of a land management agreement is to establish consensus between the lessee and NRMW on the outcomes that are to be achieved in addressing natural resource issues affecting the leased land. These objectives can be achieved by (DNRW, 2007c):

- describing the natural resource attributes of the leased land
- determining natural resource condition and the issues affecting the resources
- determining specific natural resource and environmental outcomes in respect of each major issue
- establishing a performance verification and reporting program.

Research is currently underway in the Northern Gulf region to establish a reference point of graziers in relation to duty of care and provide a consolidated landscape-specific picture of how compliance with duty of care can be achieved and demonstrated. This approach adopts the principles of a 'code of conduct' while accommodating the large spatial and temporal variability that exists in tropical savanna grazing systems in the Northern Gulf. By consolidating landholder

knowledge and opinion, the research will provide illustrations for what is 'practical and reasonable' in the Northern Gulf context.

This approach is also in keeping with Young et al. (2003: p.8) who note that "...the approach taken in law has been to define the concept in legislation and then leave those responsible for administering natural resources, and ultimately the courts, to decide what is 'reasonable'. In doing this reference can be made to any information deemed relevant. In particular, one would expect reference to catchment plans, voluntary codes of practice, performance standards, and recognised environmental management systems (recognised at either international or local level)" (Anderson et al., 2001; Mech and Young, 2001 cited in Young et al., 2003).

In assessing whether the necessary standard of care has been met, evidence of industry practice is relevant but not conclusive (Bates, 2001). Importantly, the standard is shifting—for example, general practice can be shown to be negligent where industry practice does not keep abreast of increased awareness of dangers and the introduction of new technology that might lessen the risk.

## Concluding comments

According to DNR (2007b: p8) "...every holder of a resource carries obligations to their neighbours, their heirs and the community in return for the right to occupy that resource."

These obligations are captured in the duty of care that landholders in Queensland have—as manifest in the Land Act 1994; the Environmental Protection Act 1997; and a duty of care under the Aboriginal Cultural Heritage Act 2003.

The Queensland state government, through the Leasehold Land Strategy, which comes into effect on 1<sup>st</sup> January 2008, has clarified what duty of care for the environment means for lessees of state land. Lessees who maintain their land in 'good condition' may achieve lease terms 10 or 20 years longer than the standard 30 year lease period. However, it is as yet unclear what 'good condition' means. There are guidelines how leaseholders may be able to demonstrate that they are exercising duty of care. Research is underway to develop a Northern Gulf regional perspective of what duty of care entails for graziers.

The concept of a duty of care has benefits, theoretically, for both regulator and landholders. It frees up the regulator to

determine standards, while the duty holders decide how to meet the standards (and prove that they have been met; Young et al. 2003).

Duty of care is about risk management: striking a balance between duty of care (risk minimisation) and the value of production activities and development to agricultural industries, (rural) communities and society.

## Acknowledgements

This paper was prepared as part of a research project funded by the Northern Gulf Resource Management Group with resources provided under the Natural Heritage Trust II. We thank Prue Part for a clarification on policy development and Michael Cannon for recent leasehold land strategy updates.

## References

- Aboriginal Cultural Heritage Act 2003 (Queensland).
- Bates, G. (2001). *A duty of care for the protection of biodiversity on land*. Consultancy Report, Report to the Productivity Commission. AusInfo: Canberra.
- Binning, C. and Young, M. (1997). Motivating people—Using management agreement to conserve remnant vegetation. Report prepared for the National Research and Development Program on Rehabilitation, Management and Conservation of Remnant Vegetation. Report 1/97, Land and Water Resources Research Development Corporation, Canberra.
- Cotton Australia. (2007). Web site and BMP downloads available online at [www.cottonaustralia.com.au/environment/intro.aspx](http://www.cottonaustralia.com.au/environment/intro.aspx), accessed July 2007.
- DNRW (2007a). Duty of Care. Available online at: [http://www.nrw.qld.gov.au/land/management/duty\\_of\\_care.html](http://www.nrw.qld.gov.au/land/management/duty_of_care.html) updated 26 June 2007.
- Department of Natural Resources and Water (Queensland). (2007b). Rights and responsibilities in property: there is nothing new under the sun. LRP/B7, Version 1, Endorsed 12 June 2003. Available online at <http://www.nrw.qld.gov.au/>
- DNRW (2007c): [http://www.nrw.qld.gov.au/blueprint/ruralease/questions\\_and\\_answers.html#Why do we need this strategy?](http://www.nrw.qld.gov.au/blueprint/ruralease/questions_and_answers.html#Why%20do%20we%20need%20this%20strategy) Accessed 9/10/2007
- DNRW (2007d): State Rural Leasehold Land Strategy. Summary. November 2007.
- Environmental Protection Act 1994* (Queensland).

GHR Logistics. (2004). Duty of Care and road transport reform.  
<http://www.ghrlogistics.com.au/newsletter/Feb%20Mar04.pdf> Accessed. 07.07.07

Industry Commission. (1998). A full repairing lease: Inquiry into ecologically sustainable management. Report 60, Commonwealth of Australia, Belconnen, ACT, 27 January.

*Land Act 1994* (Queensland).

Queensland Farmers' Federation. *Farm management systems*. Fact sheet available online at <http://www.qff.org.au/>

Queensland State Lands: Law and Practice.  
<http://www.queenslandstatelands.info/State%20lease.html#StateleaseundertheLandAct1994>.  
Accessed 4 Dec 2007

Queensland Government, Natural Resources and Water → see DNRW

Smith, M. and Capelin, M. (2006). *Duty of care for holders of state land*. Land series fact sheet L120, QNRM053890, Produced by Land Management Use for the Department of Natural Resources and Water (Queensland).

Young, M., Shi, T., and Crosthwaite, J. (2003). *Duty of Care: An instrument for increasing the effectiveness of catchment management*. Department of Sustainability and the Environment: Victoria.