



Contract for the  
Hire of Aircraft for Aerial  
Fire Fighting

[       ] Pty Ltd

July 2021

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## CONTRACT FOR SERVICES

**THIS AGREEMENT** is made on the date specified in **Item 1 of Schedule 1** to this Agreement

**BETWEEN** The **FORESTRY CORPORATION OF NEW SOUTH WALES (FCNSW)**, a statutory State owned corporation constituted under the Forestry Act 2012 (NSW);

**AND** The **COMPANY** whose details appear in **Item 2(a) of Schedule 1** ('the **Company**')

### **1 DEFINITIONS AND INTERPRETATIONS:**

#### **1.1 Definitions:**

In this Agreement unless a contrary intention appears:

**'Active flying Duty'** means the time recorded to the closest 15 minutes by the aircraft from the start of the requested task till the end.

**'Agreement'** means this Agreement;

**'Aerial Fire Fighting Services'** means all of the Fire-fighting work to be undertaken as part of this Agreement in Schedule 5;

**'Aircraft'** means the aircraft to be provided by the Company under this Agreement for the provision of the Service.

**'Available'** in relation to an aircraft means the aircraft is ready and available to perform the task required of it under this Agreement.

**'Business Days'** means the days Monday to Friday inclusive but excluding Public Holidays;

**'Change in Control'** means change in control of more than 50% of the shares of the Company with the right to vote in general meetings of the Company;

**'Company'** includes all employees, servants and agents of the Company;

**'Commencement Date'** means the date specified in **Item 3 of Schedule 1**;

**'Management Area'** means an area of FCNSW estate defined by FCNSW as an operating Management Area.

**'Duty Officer'** means an FCNSW staff member designated as Duty Officer in the office's fire duty roster.

**'Equipment'** means all equipment necessary for the safe operation of the Aircraft to conduct Aerial Fire Fighting; Provision of equipment requiring specific mention is provided for under **Schedule 2** of this Agreement as well as **Schedule 5**

**'Expiration Date'** means the date specified in **Item 4 of Schedule 1**;

**'Fire Danger Index'** means the industry standard index used to measure the degree of danger of fire in Australian forests;

**'Fire Season'** means the time of year when risk of fire in FCNSW plantations is at its highest; **Schedule 2**, gives an estimate of the fire season cycle as it relates to Primary Aircraft and nominated operating bases.

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**'Flight Crew'** means all of the Company's personnel required to support the operational activities of this Agreement, including the Pilot;

**'Force Majeure'** means:

An event (other than the payment of money) arising from an act of God, industrial dispute, order, act or omission of any Authority, war, sabotage, riot, civil disobedience, epidemic, disease, fire, strike, lockout, flood, earthquake, order of a court obtained by a person other than a party to this Agreement or a related body corporate of a party to this Agreement; or accidental damage to, or destruction of, plant and equipment, explosion, breakdown of plant (except where such breakdown arises from the failure to maintain, repair or replace such plant), failure of power or fuel supplies (which is not confined to the party claiming Force Majeure), natural disaster (including prolonged, extreme adverse weather conditions), an unlawful act by other persons or any similar event which prevents a party from performing its obligations in whole or in part under this Agreement;

**'Insolvency Event'** means in respect of a party :

- a) a receiver, manager, receiver and manager, trustee, administrator, controller or similar officer being appointed in respect of the party or any asset of the party;
- b) a liquidator or provisional liquidator being appointed in respect of the party;
- c) a moratorium of any debts of the party or an official assignment or a composition or an arrangement (formal or informal) with the party's creditors or any similar proceeding or arrangement by which the assets of the party are subjected conditionally or unconditionally to the control of the party's creditors being ordered, declared or agreed to;
- d) the party becoming, or admitting in writing that it is, or being declared to be insolvent or unable to pay its debts;
- e) any writ of execution, garnishee order or similar order, attachment, distress or other process in an amount exceeding \$10,000,000 (or its equivalent in a foreign currency) being made, levied or issued against or in relation to any asset of the party (which is not stayed, withdrawn or satisfied within 14 days of when it is made, levied or issued);
- f) the party suspending payments of its debts generally; or
- g) the party being, or under legislation being presumed or taken to be, insolvent (other than as the result of a failure to pay a debt or claim the subject of a good faith dispute);

**'Month'** means a calendar month;

**'Nominated Operating Bases'** means the locations identified in **Item 6 Schedule 1**;

**'Pilot'** means personnel holding an Australian Commercial Pilot's License or higher with an Agricultural Grade 1 Rating nominated in **Schedule 3** or a satisfactory replacement as agreed by FCNSW;

**'Pilot Error Damage'** means damage caused to a Primary Aircraft, that occurs as a result of pilot error.

**'Primary Aircraft'** means the aircraft identified in **Schedule 2** as Primary Aircraft;

**'Quarter'** means each of the three (3) month periods January to March, April to June, July to September and October to December in each Year of this Agreement.

**'Rate'** means the prices for Services set out in **Schedule 4**

**'Safety Management and Recommended Operating Procedures'** means the procedures set out in **Schedule 6**;

**'Scheduled Maintenance'** means routinely scheduled aircraft maintenance that is preventative maintenance and performed at regular intervals. This type of maintenance generally includes hour-based inspections, annual inspections, calendar inspections and progressive (or phase) inspections as well as pre-flight checks to ensure the aircraft is airworthy and ready to be flown.

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**‘Services’** means Aerial Fire Fighting Services.

**‘Site Risk Assessment’** means the identification, evaluation, and estimation of the levels of risks involved providing the Services at a site, their comparison against benchmarks or standards, and determination of an acceptable level of risk;

**‘Stand-by’** means having an Aircraft and Pilot, at the Company’s Nominated Operating Base or Temporary Operating Base or other location agreed to by FCNSW, prepared and ready to fly within 60 minutes of receiving notice from FCNSW of the requirement to do so;

**‘Stand-up’ or ‘Stood-up’** means having an Aircraft and Pilot, at a Location nominated by FCNSW, prepared and ready to fly within 15 minutes of receiving notice from FCNSW of the requirement to do so;

**‘Supervisor’** means an FCNSW staff member designated to manage and/or supervise aspects of the Services.

**‘Temporary Operating Bases’** means the locations identified in **Item 6 Schedule 1**;

**‘Term’** means the duration of this Agreement;

**‘Unavailable Aircraft Days’** refer to days during the nominated standby period, in relation to a Primary Aircraft meaning;

- a) A day when the Primary Aircraft is not operational due to Pilot Error Damage;
- b) A day when the Primary Aircraft is not Available despite FCNSW giving no less than 60 minutes notice of the requirement for the Primary Aircraft to be Available;
- c) A day when the Primary Aircraft is not Available due to Unscheduled Maintenance.
- d) A day when scheduled maintenance is being performed.

**Unavailable Aircraft Day credit’** in relation to a Primary Aircraft means;  
The daily rate shall be credited to FCNSW, on the last month of each quarter, for each Unavailable Aircraft Day;

**‘Unscheduled Maintenance’** means maintenance that is not Scheduled Maintenance or maintenance necessary to repair Pilot Error Damage, being maintenance occurring when an Aircraft component has malfunctioned or is suspected of malfunctioning, the necessity for which is unforeseen.

**‘Year’** means a calander year.

## **1.2 Interpretation**

In this Agreement, unless the context requires otherwise:

- 1.2.1 headings are for convenience only and do not affect the interpretation of the Agreement;
  - 1.2.2 words importing the singular include the plural and vice versa;
  - 1.2.3 words importing a gender include any gender;
  - 1.2.4 a reference to a natural person includes a Company, partnership, joint venture, association, corporation or other body corporate and any governmental agency;
  - 1.2.5 a reference to anything includes a part of that thing;
  - 1.2.6 a reference to a clause, party, annexure, exhibit or schedule is a reference to a clause of and a party, annexure, exhibit and schedule to this Agreement;
  - 1.2.7 a reference to a document includes all amendments or supplements or replacements or notations of that document;
  - 1.2.8 a reference to a party to a document includes that party’s successors and permitted assigns;
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- 1.2.9 no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it;
- 1.2.10 a reference to dollars or \$ is a reference to the lawful currency of the Commonwealth of Australia.
- 1.2.11 a schedule that forms part of this agreement can be varied with mutual consent by both parties without varying any further condition or schedule of the contract.
- 1.2.12 a reference to a statute, ordinance, code or other law includes regulations and other statutory instruments under it and consolidations, amendments, re-enactments or replacements of any of them (whether of the same or any other legislative authority having jurisdiction).

## **2 SCOPE OF AGREEMENT**

### **2.1** Subject to the terms and conditions set out in this Agreement:

- 2.1.1 the Company must supply the Services as required by FCNSW during the Term; and
- 2.1.2 FCNSW must pay the Rates for the Services supplied by the Company.

## **3 COMMENCEMENT AND DURATION OF AGREEMENT**

This Agreement will take effect from the Commencement Date and operate until the Expiration Date unless sooner terminated or later extended under the provisions of this Agreement.

## **4 SERVICES**

### **4.1** The Company must comply with:

- 4.1.1 Part 1 of Schedule 5 in relation to the provision of Aerial Fire Fighting Services; and
- 4.1.2 Safety requirements detailed in Schedule 6

### **4.2** FCNSW must comply with:

- 4.2.1 Part 2 of Schedule 5 in relation to the provision of Aerial Fire Fighting Services.
- 4.2.2 If one of the Primary Aircraft is damaged sufficiently to make it Unavailable for an extended period FCNSW may terminate this Agreement as it relates to that Primary Aircraft unless the Company promptly replaces the aircraft with one of comparable functionality at no additional charge.

## **5 SAFETY**

The Company must comply with the following safety requirements:

### **5.1** The Company must comply with all relevant Commonwealth and State legislation and regulations which relate to air navigation, any other matters associated with the use of Aircraft in the carrying out of the Services.

In particular, the Company must produce evidence of, and maintain at all times throughout this Agreement;

Civil Aviation Authority of Australia Air Operator's Certificate,  
Australian Commercial Pilots Licences, and

### **5.2** Nothing in this Agreement shall require the Company to carry out or perform any action or to commence to carry out any action which in the opinion of the Company is likely to result in an action for breach of the rules of the air and in particular the Civil Aviation Act 1988 (CTH), the Civil Aviation Regulations and the Civil Aviation Orders together with any lawful direction, restriction or permission which might issue pursuant to and in accordance with a any such legislation or subordinate legislation.

### **5.3** In the event that the Company concludes that any action required to be carried out by it pursuant to this Agreement, or any action requested of it by FCNSW during the operation

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period, could reasonably result in breach of air law then it shall forthwith inform FCNSW in writing and offer such advice to FCNSW as may be appropriate to enable the proposed operation to be carried out in a modified or altered form which would not result in a breach of air law.

- 5.4** The Company must perform all operations in a safe and professional manner, including implementing the Safety Management and Recommended Operating Procedures, where a reference to the Contractor shall be a reference to the Company,
- 5.5** The Company must ensure that all persons engaged in the provision of the Services observe such directions as may be issued from time to time by FCNSW for the safety of workers.
- 5.6** The Company must perform their work in accordance with their Safety Management System and provide a Site Risk Assessment as detailed in Schedule 6. In particular Schedule 6, Section 9 details the minimum Site Risk Assessment considerations to be used when considering the expected range of site conditions, Aircraft capability and Pilot experience and ability, prior to the provision of Services. This assessment should be used to define safe operating practice for the operation to be carried out.
- 5.7** The Company must ensure all plant, equipment, and tools used in providing the Services are safe to operate and are handled safely.
- 5.8** The Company must ensure that all plant, equipment, tools and materials transported to and from and within a site at which or from which Services are provided are done so in a safe manner according to Roads and Maritime Services (RMS) and CASA requirements. All loads must be properly secured in transit.
- 5.9** The Company must ensure that every vehicle in use by the Company or its employees travelling to, on and from locations from which the Services are to be provided contains an adequate first aid kit in consideration of the work to be conducted, numbers of workers and any relevant site specific considerations. There is to be at least one such first aid kit per vehicle. The Company must ensure the kit(s) contain all the required contents and that those contents are not beyond their use-by-date.
- 5.10** The Company must provide monthly to FCNSW, workplace incident statistics in accordance with Australian Standard AS 1885.1 –1990 Workplace Injury and Disease Recording Standard, or its equivalent including, a form is provided in Schedule 7 which may be used to this end if required:
- I. sum of all hours worked by each effective full time equivalent person;
  - II. total number of effective full time equivalent persons; and
  - III. number of lost time injuries and total days lost.
  - IV. Near Misses and Medical Treatment Incidents must also be recorded
- 5.11** During the Term FCNSW (including its employees, officers or agents) may audit and or monitor the Company's implementation and adherence to any specific safety requirements of this Agreement in addition to the Company's obligations under the Work Health & Safety Act 2011 and the Work Health & Safety Regulation 2011. Auditing and monitoring undertaken by FCNSW is independent of a Company's internal auditing and monitoring responsibilities.
- 5.12** Subject to FCNSW acting reasonably, the Company must assist FCNSW in satisfaction of its auditing and monitoring requirements.

## **6 RATES OF HIRE (SUBJECT TO PROPOSAL)**

- 6.1** 6.1 The Rates payable by FCNSW for the Services at the Commencement Date are as specified in Schedule 4, Part 1 – Terms Sheet.
- 6.2** 6.2 If provided for in Part 2 of Schedule 4, the Rates shall be varied from time to time in accordance with Part 2 of Schedule 4.
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- 6.3** 6.3 Payment of the Rates is subject at all times to Company's performance of the Services in a satisfactory and timely manner.

**7 PAYMENT (TO BE UPDATED TO INCORPORATE ANY AGREED CONCEPTS FROM PROPOSAL)**

- 7.1** The Company shall issue FCNSW with monthly invoices for the Services delivered. The Company may issue each invoice to FCNSW by e-mail at an e-mail address or facsimile number provided by FCNSW for that purpose.
- 7.2** If an aircraft becomes unavailable for any period of time during the fire season as specified in Schedule 2, It is the companies responsibility to provide, or work with FCNSW to source, an alternative aircraft of similar capability at the companies expense.
- 7.3** GST invoices
- In this Agreement:
- 7.3.1** 'Adjustment Note' has the same meaning as in the GST Act;
- 7.3.2** 'GST' has the same meaning as in the GST Act;
- 7.3.3** 'GST Act' means the A New Tax System (Goods and Services Tax) Act 1999 (C'wealth);
- 7.3.4** 'GST Price Adjustment' means the adjustment to the amount payable to the Company provided for in clause 3;
- 7.3.5** 'Tax Invoice' has the same meaning as in the GST Act;
- 7.3.6** 'Taxable Supply' has the same meaning as in the GST Act;
- 7.3.7** Terms defined in the GST Act have the same meaning in this clause unless provided otherwise.
- 7.3.8** References to any statute or statutory provision include that statute or statutory provision as amended, extended, consolidated or replaced by subsequent legislation and any orders, regulations, instruments or other subordinate legislation made under the relevant statute.
- 7.4** The amounts due to the Company under this Agreement shall include an amount equal to the GST liability incurred by the Company under the GST Act in connection with taxable supplies made pursuant to this Agreement.

**8 INDEMNITY AND INSURANCE**

- 8.1** The Company indemnifies FCNSW against all actions, proceedings, claims, demands and expenses by any person in respect of or arising out of the negligent performance by the Company of its obligations under this Agreement.
- 8.2** FCNSW indemnifies the Company against all actions, proceedings, claims, demands and expenses by any person in respect of or arising out of the negligent performance by FCNSW of its obligations under this Agreement.
- 8.3** The Company will take out and maintain with a reputable insurance company;
- 8.3.1** Aviation Hull and Liability Insurance – including passenger liability insurance. The insurance policy must note the interest of FCNSW in relation to the provision of Services.
- 8.3.2** Airport Owners & Operators Liability Insurance (can be called Hangar Keepers Insurance also): to cover the contractor for damage to people, infrastructure and other aircraft through activities not tied to an aircraft registration number. FCNSW requires a \$20-million-dollar value on this policy.
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8.3.3 Workers Compensation Insurances to the extent required by the law of the State of New South Wales,

**8.4** Any insurance policy referred to under clause 8.3.1, 8.3.2 and 8.3.3 must contain a provision requiring the insurer, whenever the insurer gives to or serves on the Company a notice of cancellation or any other notice under or in relation to the policy of insurance, at the same time to inform FCNSW in writing that the notice has been given to or served on the Company and ensure that notice of any claim is given by the insurer to FCNSW and that FCNSW is kept fully informed of subsequent action and developments concerning such claim.

## **9 LIMITS ON SUPPLY**

**9.1** The Company acknowledges that nothing in this Agreement entitles the Company to future work or constitutes a guarantee of work other than as expressly provided in this Agreement.

**9.2** The Company acknowledges that nothing in this Agreement limits FCNSW contracting Services from any other party.

## **10 FORCE MAJEURE**

**10.1** Notwithstanding any other provision of this Agreement if either party is prevented from performing all or any of its obligations under this Agreement by reason of Force Majeure ("the affected party"):

10.1.1 the other party will have no claim against the affected party under this Agreement, to the extent that the non-performance is due to the Force Majeure;

10.1.2 if the affected party is unable to resume the performance of its obligations within a period of one (1) month from the date of the occurrence of the Force Majeure or the date when the occurrence of the Force Majeure first became apparent either party may terminate this Agreement by written notice.

**10.2** A party affected by Force Majeure must give initial notice of the existence or occurrence of the Force Majeure as soon as is practicable to do so and in any case it must provide a more detailed notice within fourteen (14) days of the Force Majeure being apparent which provides clear details of the event or occurrence claimed as Force Majeure and setting out particulars of the likely effects of the event or occurrence in question.

## **11 TERMINATION OF AGREEMENT**

**11.1** FCNSW may terminate this Agreement if the Company:

11.1.1 suffers an Insolvency Event; or

11.1.2 commits a specified material breach of this Agreement and the default is not remedied by the Company to the satisfaction of FCNSW (acting reasonably) within a period of seven (7) days after notice of the breach has been served on the Company.

For the purposes of this **clause 11.1.2** a specified material breach is any of the following breaches:

- a) failing to comply with **clause 4.1**;
  - b) purporting to assign the whole or any part of this Agreement without the consent of FCNSW in breach of **clause 14**.
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- 11.1.3 commits a material breach of this Agreement other than a breach specified in clause **11.1.2** and the default is not remedied by the Company to the satisfaction of FCNSW within a reasonable period after notice of the breach has been served on the Company.
- 11.1.4 If FCNSW commits a material breach of this Agreement and the default is not remedied within a reasonable period after notice to remedy the breach has been served on FCNSW, then the Company may terminate this Agreement.
- 11.1.5 The party terminating this Agreement arising from the default of the other party may claim damages for all loss arising from the default unless the claim for damages is excluded under this Agreement provided that in no circumstances shall a party be entitled to claim consequential loss arising from the default.

## **12 DISPUTES**

The following procedures will apply to disputes under this Agreement:

- 12.1 The party claiming a dispute must first seek resolution by negotiation and, failing that, the dispute must be referred to mediation by the Australian Disputes Centre ('ADC').
- 12.2
- 12.3 In the event that the dispute has not been resolved within twenty eight (28) days after the appointment of a mediator then, unless otherwise agreed in writing between the parties, the dispute must be submitted to arbitration, administered by ADC.
- 12.4
- 12.5 The arbitrator will be agreed between the parties or, failing Agreement, shall be appointed by the ADC. The arbitrator must not be the same person as the mediator.
- 12.6
- 12.7 Any mediation or arbitration proceedings must be held in Sydney. Any arbitration must be undertaken in accordance with and subject to the Institute of Arbitrators Rules for the conduct of Arbitration.
- 12.8
- 12.9 The Arbitrator or some person appointed on the Arbitrator's behalf may investigate the Company's and FCNSW's affairs and accounts so far as may be necessary to assist the Arbitrator to determine any matter referred for arbitration. The Company and FCNSW must give the Arbitrator full access to all accounts and papers necessary for that purpose and must afford the Arbitrator full information and assistance.
- 12.10 Unless otherwise directed by the mediator or arbitrator, the parties must bear equally the costs of the mediator or arbitrator under **clause 12**.

## **13 VARIATION**

- 13.1 This Agreement contains the total understanding of the parties.
- 13.2 None of the provisions of this Agreement may be varied, waived, discharged or released either at law or in equity, unless by the express consent of the parties in writing.

## **14 ASSIGNMENT**

- 14.1 The Company may not without the prior written consent of FCNSW assign its rights and responsibilities under this Agreement to any person provided that FCNSW' consent will not be unreasonably withheld. Any Change in Control of the Company will be deemed to be an assignment of the Company's rights and entitlements under this Agreement.
  - 14.2
-

- 14.3** The consent given by FCNSW may be subject to the assignee executing all Agreements and other documents which FCNSW reasonably requires.
- 14.4** All money due to FCNSW under this Agreement must be paid before any assignment of it by the Company.

**15 NOTICE**

- 15.1** Any notice required to be served under this Agreement may be served at the places specified for each party as set out in **Item 2, Schedule 1**. If notice is sent by email it shall be deemed to have been served on the next business day after such notice is given provided receipt of the email is verified by the sender's email account specifying the addressee's email.
- 15.2** The parties may change the address for service of notice from time to time by notice in writing to the other party.

**16 GOVERNING LAW**

- 16.1** This Agreement is governed by the laws of New South Wales and the parties agree to the jurisdiction of the Courts of New South Wales.

**17 SEVERABILITY**

- 17.1** If any provisions of this Agreement are held to be invalid, illegal, or unenforceable by a Court or other tribunal of competent jurisdiction, the validity, legality, and enforceability of the remaining provisions will not in any way be affected or impaired thereby.

**18 CONFIDENTIALITY**

- 18.1** No party will disclose the contents or terms of this Agreement or any information or documents received by it in connection with the negotiation of this Agreement or pursuant to the provisions of this Agreement without the prior written consent of the other parties, except to the extent that:
- 18.1.1 the information is available to the public generally;
  - 18.1.2 that party is required to make the disclosure by law or to make any filing, recording or registration required by law;
  - 18.1.3 the disclosure is necessary or advisable for the purpose of obtaining any consent, authorisation, approval or licence from any public body or authority;
  - 18.1.4 it is necessary that the disclosure be made to any taxation or fiscal authority;
  - 18.1.5 the disclosure is made on a confidential basis to the professional advisers of that party (including any industry association) for the purpose of obtaining advice in relation to this Agreement or the enforcement of this Agreement or otherwise for the purpose of consulting those professional advisers;
  - 18.1.6 the disclosure is required or desirable to be made in pursuance of any procedure for discovery of documents and any proceedings before any court, tribunal or regulatory body; or
  - 18.1.7 the disclosure is made on a confidential basis to a potential financier of the party, purchaser of the party or shares in the party, or assignee of the party's interest in this Agreement.

**19 RELATED AGREEMENTS**

Where a proponent is awarded multiple contracts any relevant considerations across agreements may require insertion of appropriate clauses

**Executed as an Agreement**

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Signed for and on behalf of the Forestry )  
Corporation of New South Wales )  
by its delegate )  
 )

..... )

.....

in the presence of:

.....

Witness

Executed by the Company )  
by [two directors] or [a director and )  
its secretary] or [its sole director] )

)

.....

director

.....

secretary/director

## **1. TABLE OF SCHEDULES**

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## SCHEDULE 1 PARTICULARS SCHEDULE

### ITEM 1

Date of Agreement: .....day of....., 2020

### ITEM 2 - Contact Details

#### (A) THE COMPANY

Company Name:	
Name(s) of Principal(s):	
Australian Company Number:	
Australian Business Number:	
Business Address:	
Contact Details:	Email:

#### (b) Forestry Corporation of NSW

Title:	Authorised: Contact: Lyndon Orpwood – Sales and Procurement Coordinator (Northern)
Business Address:	Cnr Panorama Avenue & Browning Street Bathurst, NSW 2795 Bathurst, NSW 2795
Mobile Number:	0418 753 292
e-mail address:	<a href="mailto:lyndon.orpwood@fcnsw.com.au">lyndon.orpwood@fcnsw.com.au</a>

### ITEM 3

Commencement Date	1 July 2021
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### ITEM 4

Expiration Date	30 June 2024
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### ITEM 5

Nominated Operating Base(s)	<b>Primary Aircraft 1 = Bathurst, NSW</b>  <b>Primary Aircraft 2 = Tumut, NSW</b> (to be determined depending on which parcel the proponent wins)
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### ITEM 6

Temporary Operating Bases	Walcha, Taree, Grafton, Casino, Camden Haven, Bombala and Woodenbong or equivalent.
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## SCHEDULE 2 LOCATION AND SPECIFICATIONS OF AIRCRAFT & EQUIPMENT

The Company will provide the following aircraft and Equipment:

### AIRCRAFT

Primary Aircraft are to be made available at the Nominated Operating Base during the fire season. The fire season will be determined by FCNSW and 1 week's notice of the commencement of the fire season will be given. Designated Aircraft are to be made available at the rates for Designated Aircraft specified in **Schedule 4, Part 1**. Estimated fire seasons are in **Schedule 4, Part 3**.

<b>Primary Aircraft 1</b> <i>Example: Bell 206 L or equivalent helicopter with a capacity to carry a bucket of 600L of water.</i>	
Nominated Operating Base	Bathurst, NSW
Aircraft registration number	
Certificate of registration holder	
Benchmark fuel consumption (litres/hr)	

<b>Primary Aircraft 2</b> <i>AS350 B2 Bell 206 L or equivalent helicopter with a capacity to carry a bucket of 600L of water. 800L preferred.</i>	
Nominated Operating Base	Tumut, NSW
Aircraft registration number	
Certificate of registration holder	
Benchmark fuel consumption (litres/hr)	

<b>Primary Aircraft 3</b>	
Nominated Operating Base	
Aircraft registration number	
Certificate of registration holder	
Benchmark fuel consumption (litres/hr)	

### Equipment

The Company will provide all ancillary equipment necessary to perform Fire Fighting Services.

Provision is made, in **Schedule 4 Part 1, Item 11**, for mention of specific additional equipment that if agreed to by both parties could improve the delivery of services to FCNSW. Such equipment could be added at an altered rate so deemed appropriate by both parties.

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### SCHEDULE 3 PILOT DETAILS

The Company will utilise the following Pilots to fly the Primary Aircraft from **Schedule 2**;

CHIEF PILOT

Location: Tumut

Name	
ARN	
Licence type	
No. of instrument rating renewals	
No. of flying hours - PIC	
Total turbine hours	
Hours on type flown	

SENIOR PILOT

Location: Tumut

Name	
ARN	
Licence type	
No. of instrument rating renewals	
No. of flying hours - PIC	
Total turbine hours	
Hours on type flown	

LINE PILOT

Location:

Name	
ARN	
Licence type	
No. of instrument rating renewals	

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No. of flying hours - PIC	
Total turbine hours	
Hours on type flown	

LINE PILOT

Location:

Name	
ARN	
Licence type	
No. of instrument rating renewals	
No. of flying hours - PIC	
Total turbine hours	
Hours on type flown	

## SCHEDULE 4 RATE SCHEDULE

### Part 1.

### Part 2: adjustment of Rates

the Annual Rate will be adjusted at the beginning of each year of the contract by the movement in the Consumer Price Index (Australian Bureau of Statistics 6401.0 quarterly release for eight capital cities, All Groups CPI) over the preceding 12 months;

the Daily Rate will be recalculated by dividing the revised Rate by , this being the number of days the company was on duty for multiplied by the number of aircraft ( ); and

the Operating Rate (OR) will be adjusted on a quarterly basis if the Reference Fuel Price (RF) varies by more than 5% against the Benchmark Fuel Price (BF) using the formulae below, where FC = hourly fuel consumption for that aircraft;

where the  $RF > BF$  the  $OR = (((RF - BF) - (0.05 \times BF)) \times FC)$ , and

where the  $BF > RF$  the  $OR = (((BF - RF) - (0.05 \times BF)) \times FC)$ .

The Benchmark Fuel Price to be used is the pump price of aviation fuel in Parkes, which at 1 November 2020 = \$ per litre.

The Reference Fuel Price is the pump price of aviation fuel in Parkes on the last day of the preceding quarter over which any rate adjustment is to be applied.

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Part 3: Estimated Fire Season

				7	8	9	10	11	12	1	2	3	4	5	6
				July	August	September	October	November	December	January	February	March	April	May	June
Snowy (Parcel S2)	Description	Hours usage	Days usage	Q1 Q1 Q2 Q3 Q4	Q1 Q2 Q3 Q4	Q1 Q2 Q3 Q4	Q1 Q2 Q3 Q4	Q1 Q2 Q3 Q4	Q1 Q2 Q3 Q4	Q1 Q2 Q3 Q4	Q1 Q2 Q3 Q4	Q1 Q2 Q3 Q4	Q1 Q2 Q3 Q4	Q1 Q2 Q3 Q4	Q1 Q2 Q3 Q4
Snowy Standby	Ready for duty in 60 minutes		100												
Snowy Standup	Ready for duty in 15 minutes		50												
Snowy Active Flight	Active Flying	100						20 Hours	20 Hours	20 Hours	20 Hours	20 Hours			
Bathurst (Parcel B2)															
Bathurst Standby	Ready for duty in 60 minutes		100												
Bathurst Standup	Ready for duty in 15 minutes		50												
Bathurst Active Flight	Active Flight	100						20 Hours	20 Hours	20 Hours	20 Hours	20 Hours			
				7	8	9	10	11	12	1	2	3	4	5	6
Possible Deployment Areas	Possible deployment timeframes			July	August	September	October	November	December	January	February	March	April	May	June
Bombala	Description	Hours usage	Days usage	Q1 Q1 Q2 Q3 Q4	Q1 Q2 Q3 Q4	Q1 Q2 Q3 Q4	Q1 Q2 Q3 Q4	Q1 Q2 Q3 Q4	Q1 Q2 Q3 Q4	Q1 Q2 Q3 Q4	Q1 Q2 Q3 Q4	Q1 Q2 Q3 Q4	Q1 Q2 Q3 Q4	Q1 Q2 Q3 Q4	Q1 Q2 Q3 Q4
Standby/Standup/Active Flight as required	Procured resource could be sent														
Walcha															
Standby/Standup/Active Flight as required	Procured resource could be sent														
Grafton															
Standby/Standup/Active Flight as required	Procured resource could be sent														

## SCHEDULE 5 AERIAL FIRE FIGHTING SERVICES REQUIREMENTS

### Part 1

1. The Company must:
  - (a) provide the Aircraft in good working order and fully maintained during the Term of the Agreement. Aircraft must be equipped with VHF and UHF radios capable of communicating with FCNSW and RFS.
  - (b) pilots and aircraft are to be registered on ARENA and approved by the Rural Fire Services (RFS) for aerial firefighting by the "Call When Needed" panel.
  - (c) Bucket capacity of min 600+litres for all regions.
  - (d) Aircraft must be a turbine engine, (minimum) 4 seater, helicopter.
  - (e) make the Aircraft available for Stand-up at locations specified by FCNSW.
  - (f) make the Aircraft available for Stand-by at locations agreed with FCNSW.
  - (g) work the Aircraft continuously when directed by FCNSW for fire-fighting and observation work during the Fire Season, and as required for other operations during the Term.
  - (h) provide a competent and approved Pilot to operate the Aircraft at all times it is required by FCNSW and any other personnel necessary for the efficient operation of the Aircraft.
  - (i) supply at their own expense all fuel (unless otherwise agreed by FCNSW), oil, grease, spare parts and anything else necessary for the continuous and satisfactory operation of the Aircraft, and
  - (j) The contractor has to have a CASA accredited/approved fatigue management system. Pilots shall not exceed 12 hours duty time per day.
2. At the commencement of each Month, the Company must provide documentary evidence to FCNSW to demonstrate the following with regard to all Aircraft:
  - (a) at least 200 hours of operation remain before any required engine and/or gearbox overhaul, or at least 50 hours remain and a suitable replacement engine and/or gearbox is physically present at the Aircraft's Nominated Home or Operational Base;
  - (b) a major inspection, if appropriate under the maintenance system employed, shall not fall due during the Fire Season;
  - (c) that the next 100 hourly service will not compromise in any way the ability of the Aircraft to meet the availability provisions of the Agreement; and
  - (d) any planned requirement for maintenance which may otherwise result in the Aircraft being not available for a period exceeding two days (including mandatory inspections, airworthiness directive compliance, etc.) has been carried out or exempted.
3. The Company must advise FCNSW in writing of any intention to carry out repairs on the Aircraft that will affect its availability during the Fire Season. As far as practicable all adjustments and repairs shall be carried out during periods of low fire danger or outside normal working hours. Indicative fire season timeframes are provided in **Schedule 4, Part 3**.
4. The Company must pay all costs of maintaining the Aircraft whilst working for FCNSW under this Agreement.
5. Staff, tools and equipment to carry out necessary repairs shall be provided by the Company.
6. Should a primary aircraft become unavailable for a prolonged period, this Agreement may be terminated as it relates to this aircraft. FCNSW reserves all rights under this Agreement should this occur.

7. Should the Aircraft become unavailable during the Fire Season due to scheduled or unscheduled maintenance for a period of more than 24 hours FCNSW may:
  - (a) ask the Company to arrange to have a suitable replacement Aircraft and Pilot on location whilst the maintenance is completed, or
  - (b) The Company must immediately notify FCNSW of any reason the state of readiness of the Aircraft has been reduced. Such reasons might include but are not limited to Aircraft un-serviceability, maintenance, pilot illness and duty time limitations.
8. The Company must have access to back-up support including suitably qualified relief pilots and "out of hours" servicing as the Services may involve operations under emergency conditions.
9. The Company must have access to sufficient suitably qualified, trained and current pilots such that Flight Crew duty time limitations do not normally affect the provision of the Services. FCNSW may require the Company to provide a Flight Crew roster or schedule spanning at least a two week period in advance.
10. The Company must ensure that Flight Crew and other field staff associated with providing the Services have completed a course in Basic Wildfire Awareness 22023VIC of the National Fire Curriculum as administered by the Australasian Fire Authorities Council, or an equivalent accreditation approved in advance by the FCNSW.
11. The Company shall be responsible for providing all facilities required to support the Aircraft and pilot at the Location, including, but not limited to communications, security, accommodation and maintenance facilities.
12. The Company shall use and have ready access to email, the Internet, and selected FCNSW computer systems at the Location.
13. The Company shall ensure that all Flight Crew are aware of the location of, and conversant in the relevant content of the most current editions of the following documentation;
  - (a) Base/Pilot Handover Plan – to be supplied by the Company;
  - (b) Air Operations Manual (supplied by RFS) – to be located at the Company's office;
  - (c) State Aircraft Unit Procedures (supplied by RFS) – to be located at the Location and the Company's office;
14. The Company must be prepared to have FCNSW branding on their aircraft to FCNSW specifications.
15. If the Company chooses to use facilities during Stand-up which are not FCNSW bases, the company will be required to pay for these facilities. The location will need to be agreed upon by FCNSW.
- 16.

## **Part 2**

FCNSW must:

- (a) make available facilities for use of the Pilot should it be required during Stand-up, and
- (b) provide assistance with arrangements for Pilot accommodation and meals should the Pilot be required to operate away from the nominated bases. The Company is responsible for the costs of such accommodation and meals.
- (c) FCNSW will provide payment terms as per the Term Sheet provided in **Schedule 4, Part 1.**

## SCHEDULE 6 SAFETY MANAGEMENT & RECOMMENDED OPERATING PROCEDURES

The procedure outlined herein covers the safety management and general operating procedures for the delivery of aerial application of pesticides and fire-fighting services by the Company to FCNSW.

### 1. Definitions

In the interpretation of this Schedule the following words and expressions shall, unless inconsistent with the context or subject matter, have the following meanings:

**“Contractor Site”** means the area in which the work pursuant to this Agreement will be performed.

**“Contractor Risk Controls”** has the meaning given to that term in clause 3(d) of this Schedule.

**“ISO”** means any applicable international standards as established by the International Organisation for Standardisation, which is the body that develops and publishes the international standards.

**“Lost Time Incident”** means an incident during the performance of this Agreement where a worker suffers injury or illness which results in at least one full work day/shift being lost after the day on which the injury occurred.

**“Medical Treatment Incident”** means an incident during the performance of this Agreement where a worker is injured and requires professional medical treatment.

**“Near Miss”** means an unplanned incident that occurs which does not result in injury or disease although it had the potential to do so

**“Notifiable Incident”** means:

- a. an act or omission which is required to be notified to the relevant work health and safety regulator or mines regulator in accordance with WHS Laws.
- b. Any incident involving the rolling over or overturning of any plant, vehicle or trailer comprising part of the Equipment or other equipment used by the Contractor in the performance of this Agreement and whether or not it is an act referred to in paragraph (a) of this definition.

**“principal contractor”** has the same meanings given to that term under the Work Health and Safety Regulation 2017 (NSW).

**“Reportable Incident”** means a Loss Time Incident, Medical Treatment Incident or a Near Miss which is not a Notifiable Incident.

**“Safety Management System”** means a documented system for the management of all matters relating to Work Health and Safety including induction records, emergency procedures, inspections, consultation, training programs, incident reporting, accident records, safe working systems, hazard management and performance monitoring. Specifically the system must be in accordance with relevant Australian or International Standards for Safety Management for example AS4801 and the WHS Laws.

**“WHS Laws”** means:

- (a) Work Health and Safety Act 2011 (NSW), as amended from time to time;
- (b) Work Health and Safety Regulation 2017 (NSW) as amended from time to time;
- (c) Work Health and Safety (Mines and Petroleum Sites) Act 2013 (NSW), as amended from time to time;
- (d) Work Health and Safety (Mines and Petroleum Sites) Regulation 2014 (NSW), as amended from time to time
- (e) any Australian Standards and any ISOs that are applicable and relevant to any work performed pursuant to this Agreement;
- (f) any Codes of Practice that are applicable and relevant to the work performed pursuant to this Agreement; and
- (e) any other obligations imposed or standard prescribed by any other Act, Regulation, Australian Standard, Code of Practice, Order, or any other instrument creating legal obligations or prescribing standards relevant to work performed pursuant to this Agreement.

**“WHS Plan”** means a plan prepared in accordance with clause 3.5 of this Schedule

**“WHS Risk Register”** means a register of the WHS risks identified at the Contractor Site, along with the inherent risk rating, current controls and residual risk ratings.

**“Worker”** has the meaning given to that term in the Work Health and NSW Safety Act 2011 (NSW)

**“workplace”** has the same meanings given to that term under the Work Health and Safety Act 2011 (NSW)

## **2. Contractor Obligations**

### **2.1. General**

Without limiting its obligations under this Agreement, the Contractor must at all times comply, and must ensure that its subcontractors and any other person engaged by the Contractor for the purpose of this Agreement complies, with the WHS Laws.

All Company personnel are to be provided with a copy of the Safety Management and Recommended Operating Procedures.

Pilots and crew involved in the operation are required to be made aware of and understand the applicable requirements of Low Level and Minimum Altitude operations as set out in **part 2 of Schedule 6**.

The pre-flight risk management assessment used in this **Schedule 8, Section 9**, is taken from CASA Safety Management System guidance material publications.

### **2.2. Management and Control**

The FCNSW authorises the Contractor to manage and control each Contractor Site during the Term except in circumstances where it is agreed by the parties in writing that FCNSW resumes back the management and control of the Contractor Site on a temporary basis.

### **2.3. Warranty**

The Contractor represents and warrants that:

- a) it has given careful, prudent and comprehensive consideration to the work, health and safety implications of the work to be performed by it pursuant to this Agreement; and
- b) the proposed method of performance of that work complies with, and includes a system for identifying and managing work, health and safety risks which complies with the WHS Laws

## **2 Safety Management Systems**

### **2.1 Hazard Identification, Risk Assessment and Control**

The Contractor:

- a) must maintain and apply a Safety Management System which must as a minimum comply with all WHS Laws applicable to the Contractor;
- b) must provide copies of documents recording the Safety Management System to FCNSW if requested;
- c) must do all that is reasonably practicable to ensure that its subcontractors and any other person engaged by the Contractor do not, at any time, cause FCNSW to be in contravention of a WHS Law or any other law;
- d) acknowledges that, as at the commencement of the Term, it has systems (including the Safety Management System), processes, practices and procedures in place which address and mitigate the risks involved in the performance of work pursuant to this Agreement ("Contractor Risk Controls");
- e) during the Term maintain and apply the Contractor Risk Controls.

### **2.2 Where a hazard is identified**

When the Contractor discovers a new hazard to work, health and safety at the applicable Contractor Site that is of sufficient concern that it is proposed to add it to the WHS Risk Register, the Contractor shall:

- a) immediately notify the FCNSW Representative, detailing the hazard;
- b) follow all instructions and directions of the FCNSW Representative; (if any) and take all reasonable steps to eliminate or minimise the risks to health, work and safety associated with the identified hazard; and
- c) provide to the FCNSW Representative within 10 working days of discovery of the hazard, details of any updates to the Safety Management System or Contractor Risk Controls which identifies the hazard and describes the risk mitigation strategies necessary to address the related work, health and safety risks.

Nothing in clause (b) or (c) is intended to derogate from the management and control of the Contractor Site conferred upon the Contractor. The Contractor acknowledges and agrees FCNSW may give directions to address work, health and safety issues which arise from time to time at the applicable Contractor Site where it has a legitimate interest, having regard to its own obligations as a "person conducting a business or undertaking" pursuant to WHS Laws, in doing so.

### **3.3 Training and Competency and Licensing**

The Contractor shall:

- (a) ensure that if the WHS Laws require that:
  - (i) a person:
    - A. be authorised or licensed (in accordance with the WHS Laws) to carry out any work at the workplace, that person is so authorised or licensed and complies with any conditions of such authorisation or licence; and/or
    - B. has prescribed qualifications or experience or, if not, is to be supervised by a person who has prescribed qualifications or experience (as defined in the WHS Laws); or
  - (ii) a workplace, plant or substance (or design), or work (or class of work) be authorised or licensed, that workplace plant or substance, or work is so authorised or licensed;
- (b) not direct or allow a person to carry out work or use plant or substance, at a workplace unless the requirements of subparagraph (a) are met (including any requirement to be authorised, licensed, qualified or supervised); and
- (c) if requested by FCNSW, or required by the WHS Laws, produce evidence of any approvals, certificates, authorisations, licences, prescribed qualifications or experience, or any other information relevant to work, health and safety (as the case may be) to the satisfaction of FCNSW before the Contractor or its subcontractors or any other person engaged by the Contractor for the purpose of this Agreement commence such work.

### **3.4 WHS Inductions**

- (a) The Contractor shall ensure that any Workers of the Contractor, its subcontractors, any other person engaged by the Contractor for the purpose of this Agreement and any FCNSW Workers who will perform work on the Contractor Site:
  - i. participate in safety-related induction training or site induction briefings provided by the Contractor for the Contractor Site; and
  - ii. participate in any additional safety-related induction or site induction briefings, as required, provided by FCNSW.
- (b) The Contractor shall ensure that all persons attending the safety related training or site induction briefings sign an attendance form and a site safety induction form where applicable.

### **3.5 Site Management**

The Contractor will develop a WHS Plan, or endorse one prepared by FCNSW that addresses the following matters:

- a) the names, positions and health and safety responsibilities of all persons at the workplace whose positions or roles involve specific health and safety responsibilities in connection with the work performed pursuant to this Agreement;
- b) the arrangements in place between any person conducting a business or undertaking at the Contractor Site, for consultation, corporation and co-ordination of activities in relation to compliance with their duties under WHS Laws;



- c) WHS risk management through:
    - appropriate methodologies;
    - WHS Risk Registers;
    - processes and practices to manage specific hazards identified in the WHS Risk Register and Contractor Risk Controls; and
    - safe work method statements.
  - d) the arrangements for the collection and any assessment, monitoring and review of safe work method statements at the Contractor Site;
  - e) hazard and incident reporting, investigation and management;
  - f) induction, training and competency;
  - g) any Contractor Site specific health and safety rules, and the arrangements for ensuring that all persons at the Contractor Site are informed of those rules;
  - h) emergency management;
  - i) first aid;
  - j) inspections and housekeeping;
  - k) audits;
  - l) document management and control;
  - m) contractor management;
  - n) management of change;
  - o) management review;
- when work pursuant to this Agreement is being performed at the Contractor Site how:
- (p) public access to the Contractor Site will be prevented;
  - (q) public access through a Contractor Site, when necessary will be enabled and controlled;
  - (r) construction traffic (pedestrian and vehicular) will be controlled at its interface with public traffic;
  - (s) appropriate amenities are made available;
  - (t) risks associated with electricity supply are managed;
  - (u) risks associated with exposure to the elements are managed;
  - (v) adequate light is provided; and
  - (w) risks associated with existing services are managed.

### 3.5 Consultation Co-operation and Co-ordination

FCNSW and the Contractor:

- a) shall, where applicable, comply, and the Contractor shall ensure that all Subcontractors and any other person engaged by the Contractor for the purpose of this Agreement comply, with the obligation under the WHS Laws to, so far as is reasonably practicable, consult, co-operate, and co-ordinate activities with FCNSW, the Contractor or the Subcontractors (as the case may be) and any other person who, concurrently with FCNSW, the Contractor or the Subcontractor (as the case may be) has a work health and safety duty under the WHS Laws in relation to the same matter; and
- b) acknowledge that they have a duty under the applicable WHS Laws to ensure, so far as is reasonably practicable, the health and safety of all Workers performing any work related to, or in connection with, this Agreement including but not limited to:
  - FCNSW Workers;

Contractor Workers and Subcontractor Workers; and

other persons in connection with work performed pursuant to this Agreement.

### 3.6 Reporting Incidents

- (a) The Contractor must notify FCNSW:
  - (i) immediately of any Notifiable Incident; or
  - (ii) Within twenty four (24) hours of a Loss Time Incident, Medical Treatment Incident or a Near Miss which is not a Notifiable Incident.
- (b) Within seven (7) days of a Reportable Incident, the Contractor must forward a report of the incident and if requested by FCNSW an incident investigation report as soon as reasonably practical. FCNSW may request to participate in or observe the Contractors investigation or undertake its own investigation. The Contractor must assist FCNSW to complete its own investigation.
- (c) The Contractor shall in accordance with the WHS Laws report to the relevant work health and safety or mines regulator any Notifiable Incident that involves:
  - (i) Contractor or Subcontractor Workers on Contractor Site;
  - (ii) FCNSW Workers on Contractor Site; or
  - (iii) Contractor or Subcontractor Workers on FCNSW property outside the Contractor Siteprovided that the Contractor must consult with and accept the assistance of FCNSW in the reporting process if FCNSW elects to become involved.
- (d) The Contractor shall in respect of any such Notifiable Incident:
  - (i) comply with its duty to preserve the incident scene until further directions are provided by the relevant work health and safety or mines regulator;
  - (ii) immediately provide FCNSW with a copy of the notice required to be provided to the relevant work health and safety or mines regulator;
  - (iii) undertake and complete an investigation into the Notifiable Incident as soon as reasonably practical after notification to the relevant work health and safety or mines regulator;
  - (iv) promptly provide FCNSW with a copy of the investigation report relating to the Notifiable Incident upon completion of such investigation;
  - (v) promptly provide FCNSW with copies of any notice(s) or other documentation issued by the work health and safety or mines regulator; and
  - (vi) as soon as reasonably practical after the date of notification to the relevant work health and safety or mines regulator, provide FCNSW with a summary of the related investigations, actions taken and any impact on the performance of work pursuant to this Agreement that may result from the Notifiable Incident.

## 4. Contractor Site Access

The Contractor shall give and ensure that its subcontractors and any other person engaged by the Contractor gives the FCNSW and any person authorised by FCNSW access to:

- (a) Any Contractor Site to conduct site inspections for the purpose of monitoring the Contractor's or any subcontractor's (as the case may be) compliance with WHS Laws; Safety Management Systems, Contractor Risk Controls and WHS Plan; and
- (b) all internal and third party audit results in relation to work health and safety in relation to performed under this Agreement.

## **5. Compliance with FCNSW Policies**

The Contractor must at all times comply, and must ensure that its subcontractors and any other person engaged by the Contractor for the purpose of this Agreement complies with all FCNSW policies of which it has been made aware and that are applicable to any work performed pursuant to this Agreement.

## **6. Indemnity**

To the extent not prohibited by law, the Contractor indemnifies FCNSW against any claims, or any loss suffered or incurred by FCNSW arising out of or in connection with the failure of the Contractor, or any subcontractors or other persons engaged by the Contractors, to discharge the duties imposed under WHS Laws or otherwise comply with its obligations under this Schedule.

## **7. Personal protective equipment**

The Contractor must ensure that all persons engaged use approved protective clothing and equipment, including;

- Heavy duty lace-up work boots providing ankle support with rubberised, heat resistant sole
- Hearing protection, when applicable;
- High visibility vest or clothing when exposed to hazards such as moving traffic, plant or equipment;
- Any safety belt fitted to the equipment;
- Sun cream where there is a sunburn risk;
- Any other safety equipment specified by the Supervising Forest Officer (SFO) or specified within the operational plan.
- The Contractor is responsible for identifying appropriate clothing and equipment as relevant to the work being conducted.
- The Contractor is responsible for ensuring all workers wear and use all required protective clothing and equipment.

## **8. LOW LEVEL & MINIMUM ALTITUDE OPERATIONS**

During Low Level & Minimum Altitude operations the pilot needs to understand that certain environmental factors demand a higher standard of flying ability, self restraint and decision making qualities, all of which must be displayed during conditions that are more difficult than when flying at normal safe altitudes.

Surveys of the area are vital for the safe conduct of operations. The terrain whether mountainous, hilly, deep valleys, together with natural and manmade (towers, wires) obstacles, demand close study. Pilots shall obtain and study topographical charts for the intended area of operations and shall pay particular attention to and highlight the location of obstacles that maybe hazardous to the intended operation.

During the operation maintain a constant look-out for objects such as dead trees, telephone and power lines, masts, towers and aerals (all of which are difficult to see against the landscape), large birds of prey and/or flocks of smaller birds particularly in the early morning and late afternoon periods, or if in the vicinity of any place such as wooded hilly areas, water holes, permanent camp sites, etc. that are likely to attract birds.

In association the weather plays a significant role; visibility, wind direction and velocity, mechanical turbulence, wind shear, down wind turbulence and eddies near the edges of hills and ridges, calls for a clear plan that makes a proper assessment of these factors.

The pilot must be constantly aware of the direction and speed of the surface wind and the possibility of encountering differing local winds, downdraughts, etc. caused by contrasting terrain features.

Pilots must be aware that at Low Level &/or Minimum Altitude there is a tendency to concentrate vision too close to the aircraft which leads to a lack of awareness of obstructions, high ground or lowering cloud base further ahead.

Pilots are reminded of false visual impressions, such as “false horizon” with rising ground, and the difficulty of height keeping.

Care should be exercised when rising ground is encountered, that it does not exceed the maximum climbing performance of the particular aircraft. Under no circumstances must the pilot attempt to out-climb sharply rising terrain.

Pilots of helicopters are reminded that the chosen airspeed to be used during Low Level operations must allow for a margin that is above the low speed flight characteristics such as in unanticipated tail rotor yaw and the relative winds that fall within certain azimuths and speeds.

Pilots of helicopters are reminded of the Height-Velocity Envelope found in the A F M (Aircraft Flight Manual) and to be aware of the limitations it imposes when operating at low level.

When other aircraft are involved in the operation, close attention to the aircraft speed and configuration to be adopted during the operation is important, so that lateral space between aircraft is maintained, at safe speeds that cater for density, and reduced visibility including smoke and airborne ash particles.

In all instances other than when over flat terrain, it is recommended that the pilot adopt the same technique as for flight in bad visibility and reduce airspeed to the lowest safe cruise speed applicable to that aircraft, and to remain in sight of land or water at all times.

Pilots are to be aware of the danger of disorientation in the conditions of poor visibility associated with bushfires. They are also to be aware of the effect of extreme turbulence associated with operations in the vicinity of bush fires.

The pilot could also fall victim to the illusions created by drift near the ground when the surface wind is other than light and variable. Remember that:

- Flying into wind will produce a noticeable reduction in ground speed;
- When flying an aeroplane downwind under certain conditions, the increase in ground speed may be so noticeable that the pilot could be tempted to reduce indicated airspeed with disastrous results;
- When the wind is strong enough to produce a drift, turns are deceptive. For example when turning downwind from into wind, the aircraft gives the impression of slipping-in; and when turning into wind from downwind, the aircraft appears to skid out.

**NOTE:** Low level turns must always be correctly executed in spite of the deceptive appearance of the ground (although the drift is real) and because of this phenomenon, the pilot must be especially careful to allow sufficient room when turning from downwind to into wind in a confined manoeuvring area

Pilots will find it paramount to maintain a high level of anticipation and awareness when operating at Low Level &/or Minimum Altitude. Before descending to conduct Low Level &/or Minimum Altitude operations, the pilot in command shall conduct a reconnaissance of the area and identify the hazards noted from the study of the charts, and make a note of other hazards not indicated on the charts.

Before descent into the operational area the following check should be performed.

H – Height reference of operating area, Altimeter, Area Q N H, Radio altimeter.

A – Airspeed, Airframe, and System configurations.

S – Security of loose articles, Harnesses, Review Safety Plan and Emergency Actions.

E – Engine T's & P's, Fuel.

L – Location of Obstacles, Terrain features, and Safe Landing Zone.

L – Lookout for aircraft traffic.

It is the pilot's responsibility to control the aircraft and ensure that the maximum degree of safety is maintained throughout all phases of the operation, therefore, the pilot may cancel or terminate a flight at any stage if he/she considers that it is not prudent to continue due to adverse weather or other factors affecting safety.

## 6.1 Pre Flight Risk Assesmsnet

Contractor: ; Location Of Operation: ; Operational Role: Low Level Survey					
Date: / / ; Reviewed & Accepted By: ; Position/Company: :					
ID	Section A Breakdown of Operation into Activities	Section B Hazard Identification (What can cause harm or damage)	Section C Risk Assessment	Section D Risk Control (What can be done to eliminate risk?)	Section E Action (Who will make sure this happens?)
I	Briefing of Survey Crew	Survey Crew not working as a team Injury caused by not following procedures	3	Pilot in command to conduct full safety brief with all personnel involved with the operation including correct procedure in an emergency, lookout for hazards.	Pilot in command, Survey Crew
2	Passenger Embarkation	Exposure to downwash & noise; potential for people to get struck by rotor system; Dust in eyes.	3 5 3	All Passengers to be briefed prior to approaching aircraft. Aircraft to be stationary and not running for loading as often as possible. Try to land downwind of people waiting to be picked up.	Pilot in Command
3	Land Site Selection – Loose Objects	Flying dust, sheet metal, plastics, farm equipment	5	Landing area to be sterile of loose objects within a 25 metre diameter, try to choose least dusty site.	Pilot in Command
4	Landing Site Selection – Personnel	People wandering across landing area creating hazard	5	Pilot to choose landing site with regard to inadvertent access by persons or animals not familiar with helicopter operations, ie children, landholders, pets, stock.	Pilot in Command
5	Landing Site Selection – Hazardous Objects on ground	Fence posts, fence wire, shrubs	5	Pilot to keep approach deliberately slow and come to a hover to ascertain a clear touchdown point.	Pilot in Command
6	Landing Site Selection – Power lines	Power line strike	5	Pilot to conduct a minimum 2 circuits of intended landing site to ascertain power line hazards. Always be aware of the possibility of second or third wires and don't assume the first one spotted is the only one. Select a site well clear of wires keeping in mind a departure path will be required perhaps with additional weight on board. <b>Verbalise visualisation of lines with crew on board.</b>	Pilot in Command, Survey Crew

NOTE! Only risk levels 3,4 and 5 need to be assessed  
Section D (Risk Control)

Level 5 (Catastrophic)  
Level 4 (Major)  
Level 3 (Moderate)  
Level 2 (Minor)  
Level 1 (Insignificant)

Death or permanently disabled or serious environmental risk & high financial loss  
Extensive injuries, loss of operational capability, minor environmental risk, major financial loss  
Medical treatment required, on site environmental risk contained with outside help, high financial loss  
First Aid treatment required, onsite environmental risk immediately contained medium financial loss.  
No injuries, low financial loss.

Contractor: ; Location Of Operation: ; Operational Role: Low Level Survey					
Date: / / ; Reviewed & Accepted By: ; Position/Company:					
ID	Section A Breakdown of Operation into Activities	Section B Hazard Identification (What can cause harm or damage)	Section C Risk Assessment	Section D Risk Control (What can be done to eliminate risk?)	Section E Action (Who will make sure this happens?)
7	Descent to Landing Site	Power line strike	5	Approach into wind maintaining a slower than normal forward speed and descent rate to allow for careful inspection of the approach path. This acts as a back up to the initial survey and may allow the crew to react if a wire was not picked up first time round. It also reminds the crew to expect to see wires. <b>Verbalise 'Clear to descent below poer line height'.</b>	Pilot in Command, Survey Crew
8	Low Level Survey	Power line strike	5	When required to descend for low level survey, conduct a thorough scan of the area to be searched from 200-300 ft and pinpoint all power lines within site. <b>Verbalise visualisation of lines with crew onboard.</b> Do not drift outside of area cleared until another higher reconnaissance has been accomplished	Pilot in Command, Survey Crew
9	Low Level Survey	Power line strike	5	Do not conduct survey through partially timbered country as poles are easily disguised; unless an even more thorough inspection has been carried out at above 200 t to 100% guarantee no lines through area.	Pilot in Command, Survey Crew
10	Low Level Survey	Power line strike	5	Do not be persuaded to conduct an incomplete power line survey after being assured from someone with local knowledge that no lines exist.	Pilot in Command
11	Low Level Survey	Power line strike	5	Always carry minimum P O B. (Pilot plus one crew member)	Pilot in Command, Survey Crew

NOTE! Only risk levels 3,4 and 5 need to be assessed  
Section D (Risk Control)

Level 5 (Catastrophic)  
Level 4 (Major)  
Level 3 (Moderate)  
Level 2 (Minor)  
Level 1 (Insignificant)

Death or permanently disabled or serious environmental risk & high financial loss  
Extensive injuries, loss of operational capability, minor environmental risk, major financial loss  
Medical treatment required, on site environmental risk contained with outside help, high financial loss  
First Aid treatment required, onsite environmental risk immediately contained medium financial loss.  
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Contractor: ; Location Of Operation: ; Operational Role: Low Level Survey					
Date: / / ; Reviewed & Accepted By: ; Position/Company: :					
ID	Section A Breakdown of Operation into Activities	Section B Hazard Identification (What can cause harm or damage)	Section C Risk Assessment	Section D Risk Control (What can be done to eliminate risk?)	Section E Action (Who will make sure this happens?)
12	Low Level Survey	Power line strike	5	The recommended heights for survey are generally 100 ft A G L. This keeps the aircraft in the safe zones for better proportion of time.	Pilot in Command, Survey Crew
13	Departure from Remote Landing Site	Power line strike	5	A reverse of the approach. Slow and measured with more vertical than horizontal until above power line height. Never depart quickly without consideration of hazards. Always treat a departure as a confined area one until above 100 feet AGL.	Pilot in Command
14	Low Level Survey	Power line strike	5	PILOT AND CREW CAN BECOME DROWSY AND SIGNS OF FATIGUE ARE NOT ALWAYS RECOGNISABLE. Lapses in concentration are potentially catastrophic therefore it is advisable to land and revive the senses at regular intervals of every one to two hours. Ensure appropriate landing areas are used. In clear open spaces with good departure and approach paths available.	Pilot in Command, Survey Crew
15	Low Level Survey	Bird Strikes	4	Pilot and crew are to maintain awareness to the hazard of bird strikes. Birds of prey activity is heightened in the vicinity of bush fires.	Pilot in Command, Survey Crew
16	Search and Rescue	Radio Communication	5	The pilot in command is to maintain constant radio contact with Aircservices Australia for S A R purposes on a regular time period basis. When flight plan change or locating to a new survey area takes place to contact and advise Flight Watch of those changes.	Pilot in Command

NOTE! Only risk levels 3,4 and 5 need to be assessed  
Section D (Risk Control)

Level 5 (Catastrophic)  
Level 4 (Major)  
Level 3 (Moderate)  
Level 2 (Minor)  
Level 1 (Insignificant)

Death or permanently disabled or serious environmental risk & high financial loss  
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No injuries, low financial loss.



## SCHEDULE 7 INCIDENT REPORTING DOCUMENTS

Details	
Company Name	
Person Completing Form	
Financial Year	
Month	
Safety Statistics	
Total number of employees for the month	
Total hours worked (including overtime) for the month	
Total No. of Lost Time Incidents	
Total No. of Medical Treatment Incidents	
Total No. of Notifiable Incidents	
Operational Statistics	
Total number of flying hours per month per aircraft:	
Total number of unavailable days and cause	

Corrective Actions (Safety, Environmental, Other Compliance)		
Issue	Action Required	Completed (Yes/No)

## SCHEDULE 8 TERMS OF DESIGNATED AIRCRAFT HIRE

[illegible]