



# RESPONSE SCHEDULES

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CONTRACT # EOI000005

Facility Use Agreements for Pen Berths and Swing  
Mooring at Clump Point Boating Facility

<b>Response Overview and Checklist</b>		
The Respondent is to attach this checklist and all of the documents and information stated in the table below, to its Response. Except where a Response Schedule provides otherwise, a Response which does not include this checklist and all of the information below may be treated as a Non-Conforming Response		
<b>Item</b>	<b>Included – Yes ✓</b>	<b>Included – No X</b>
<b>Tender Form</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Schedule A – Tenderer Details, Vessel Details, Conflicts of Interest and Legal Matters</b>	<input type="checkbox"/>	<input type="checkbox"/>
Schedule A1 – Tenderer Details	<input type="checkbox"/>	<input type="checkbox"/>
Schedule A2 – Vessel Details	<input type="checkbox"/>	<input type="checkbox"/>
Schedule A3 – Conflicts of Interest	<input type="checkbox"/>	<input type="checkbox"/>
Schedule A4 – Legal Matters	<input type="checkbox"/>	<input type="checkbox"/>
<b>Schedule B – Fee and Solvency</b>	<input type="checkbox"/>	<input type="checkbox"/>
Schedule B1 – Fee and Possible Review	<input type="checkbox"/>	<input type="checkbox"/>
Schedule B2 – Solvency of Tenderer	<input type="checkbox"/>	<input type="checkbox"/>
<b>Schedule C – Insurances, Certificates and Compliance</b>	<input type="checkbox"/>	<input type="checkbox"/>
Schedule C1 - Insurances	<input type="checkbox"/>	<input type="checkbox"/>
Schedule C2 – Certificates, Accreditations, Permits and Licences	<input type="checkbox"/>	<input type="checkbox"/>
Schedule C3 - Compliance	<input type="checkbox"/>	<input type="checkbox"/>
<b>Schedule D – Economic and Community Benefits</b>		
Schedule D1 – Economic Benefits	<input type="checkbox"/>	<input type="checkbox"/>
Schedule D2 – Community Benefits	<input type="checkbox"/>	<input type="checkbox"/>
<b>Schedule E -.Local Content</b>	<input type="checkbox"/>	<input type="checkbox"/>
<b>Schedule F – Facility Use Agreement</b>	<input type="checkbox"/>	<input type="checkbox"/>

# Tender Form

Facility Use Agreement for Pen Berths and Swing Moorings at Clump Point Boating Facility	
[TENDERER TO INSERT CORRECT LEGAL ENTITY OF RESPONDENT] (Tenderer):	
<p>1. offers to occupy the pen berth and/or swing mooring as identified in the Request for Tender in the order of preference set out below and in accordance with:</p> <p>(a) Request for Tender</p> <p>(b) CCRC Procurement Process Conditions; and</p> <p>(c) Facility Use Agreement</p> <p>Pen Berth:        1st Preference – PB ____</p> <p>                          2nd Preference – PB ____</p> <p>Swing Mooring: 1st Preference – SW ____</p> <p>                          2nd Preference – SW ____</p>	
2. acknowledges that it has read and understood the Request for Tender and in particular all of its obligations under, warranties given or to be given in, and representations made or to be made in, the Request for Tender or any part of it;	
3. acknowledges that the Department of Transport and Main Roads own the Facility and use of a pen berth or swing mooring requires approval from that department;	
4. warrants and represents that all information provided by the Tenderer in the Response Schedules is true and correct; and	
5. acknowledges that this Response remains valid and open for acceptance until the end of the Tender Validity Period.	
Signed for and on behalf of the Respondent by the person identified below, who warrants by signing that they are duly authorised to sign for and on behalf of the Respondent:	
Name:	[RESPONDENT TO INSERT NAME OF SIGNATORY]
Position:	[RESPONDENT TO INSERT POSITION OF SIGNATORY]
Signature:	[RESPONDENT TO SIGN]
Date:	[RESPONDENT TO INSERT DATE]
<i>Note: The Tender Form is to be signed by a person or persons having full authority to bind the Respondent for the purposes of the Response and evidence of such authority must be provided on request.</i>	
<b>Collection, use and disclosure of information</b>	
<p><i>The Principal collects personal information and non-personal information in the Response so that it can properly conduct the procurement process and otherwise carry out its functions as a local government authority. The Principal is authorised to collect this information under the Local Government Act 2009 (Qld) and the Local Government Regulation 2012 (Qld). The information in the Respondent's Response will be accessible by employees of the Principal and third-party personnel engaged to assist the Principal in conducting the procurement process or otherwise carrying out the functions of the Principal. Information in the Response may also be disclosed in accordance with the Procurement Process Conditions and as required by law, including the Local Government Regulation 2012 (Qld) and the Right to Information Act 2009 (Qld).</i></p>	

# Schedule A – Tenderer Details, Vessel Details, Conflicts of Interest and Legal Matters

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## Schedule A1 – Tenderer Details

Name of Tenderer:	
Trading As:	
Address:	
ABN or ACN:	
Telephone Number:	
Email:	
Name of Directors:	
Name of Manager:	
Name of Parent Company (if applicable):	
Names of Subsidiary and Associated Companies:	
Years in business under current structure:	
Other businesses in which the Tenderer has a financial interest:	
Is the Tenderer acting as a trustee of a Trust?	
Name and Details of Tenderer's Trust*	
Trust Name:	
Names of all of primary beneficiaries:	
* <b>Note:</b> The Tenderer is to include a copy of the trust deed, tick if attached: Yes <input type="checkbox"/> No <input type="checkbox"/>	

## Tenderer's Representative

Please identify the person who will be the Tenderer's representative during the Procurement Process.

Name of Representative:	
Mobile Number:	
Email address:	

## Schedule A2 – Vessel Details

VESSEL	VESSEL DETAILS
Vessel 1	Name of Vessel: Hull Type (mono or multi): Certificate of Survey: Max. number of Pax: Vessel Identifier: Length of Vessel (m): Beam of Vessel (m):
Vessel 2 (if applicable)	Name of Vessel: Hull Type (mono or multi): Certificate of Survey: Max. number of Pax: Vessel Identifier: Length of Vessel (m): Breadth of Vessel (m):

## Schedule A3 – Conflicts of Interest

Will any actual or potential conflict of interest in the performance of the Tenderer's obligations under the proposed Facility Use Agreement exist or are any such conflicts of interest likely to arise during the term of that Agreement?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If "Yes", please provide details of any actual or potential conflict of interest and the way in which any conflict will be dealt with below:	

## Schedule A4 – Legal Matters

Please provide details of any significant outstanding legal matters affecting the Tenderer or any of its Directors or any significant legal disputes involving the Tenderer or any of its Directors settled or determined in the last three (3) years including any prosecutions.

Nature of legal matter	Status of legal matter	Date resolved (if resolved)

**Note:** This is a mandatory schedule. If there are no legal matters to note please indicate "Not Applicable".

## Schedule B – Fee and Solvency of Tenderer

### Schedule B1 – Fee and Possible Review

The Tenderer agrees to pay the fees for the pen berth and/or the swing mooring as set out in the Request for Tender.	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Does the Tenderer accept that 2025/26 fee disclosed in the Request for Tender may increase or decrease following a market valuation appraisal currently being undertaken by a licenced valuer subject however to the Tenderer's right to withdraw this tender or to terminate any Facility Use Agreement if the revised fee for 2026/27 results in an increase greater than 5% of that stated in the Request for Tender?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

### Schedule B2 – Solvency of Tenderer

Is the Tenderer currently, or has the Tenderer at any time in the last 5 years been, unable to pay its debts as and when they become due and payable?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is a liquidator or provisional liquidator currently appointed in respect of the Tenderer or been appointed in respect of the Tenderer in the last 5 years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Is, or at any time in the last 5 years has, a controller, manager, trustee, receiver, receiver and manager, administrator or similar officer been appointed to the Tenderer or any asset of the Tenderer?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
In the last 5 years, has any application been made to a court for an order, or has an order been made, a meeting convened or a resolution passed, for the purpose of: <ul style="list-style-type: none"> <li>(a) appointing a person referred to above;</li> <li>(b) winding up or de-registering a party; or</li> <li>(c) proposing or implementing a scheme of arrangement.</li> </ul>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
In the last 5 years has any application been made to a court for an order, or has an order been made, a meeting is convened, a resolution passed or any negotiations commenced, for the purpose of implementing or agreeing: <ul style="list-style-type: none"> <li>(a) a moratorium of debts of any party;</li> <li>(b) any other assignment, composition or arrangement (formal or informal) with a party's creditors;</li> <li>(c) any similar proceeding or arrangement by which the assets of a party are subjected conditionally or unconditionally to the control of that party's creditors or a trustee; or</li> <li>(d) any agreement or other arrangement of the type referred to in this paragraph 0 been ordered, declared or agreed.</li> </ul>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

# Schedule C – Insurances, Certificates and Compliance

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## Schedule C1 - Insurances

The Tenderer is to provide details of the following insurances and attach certificates of currency:

### **WORKERS COMPENSATION**

Policy Number:

Expiry Date:

### **PUBLIC AND PRODUCT LIABILITY**

The Council to be noted as an interested party on the policy.

Insurance Company:

Policy Number:

Expiry Date:

Indemnified amount for any one occurrence:

Any Limit of Indemnity:

### **VESSEL MARINE INSURANCE**

Insurance Company:

Policy Number:

Expiry Date:

Indemnified amount for any one occurrence:

Any Limit of Indemnity:

## Schedule C2 – Certificates, Accreditations, Permits and Licences

The Tenderer must attach all current certificates, accreditations, permits and licences necessary for the Tenderer to provide its service including coxswains/master qualifications, GBRMPA permits etc.

Name of Certificate, Accreditation, Permit or Licence	Issued To	Expiry Date	Copy Attached	
			Yes <input type="checkbox"/>	No <input type="checkbox"/>
			Yes <input type="checkbox"/>	No <input type="checkbox"/>
			Yes <input type="checkbox"/>	No <input type="checkbox"/>
			Yes <input type="checkbox"/>	No <input type="checkbox"/>
			Yes <input type="checkbox"/>	No <input type="checkbox"/>
			Yes <input type="checkbox"/>	No <input type="checkbox"/>
			Yes <input type="checkbox"/>	No <input type="checkbox"/>
			Yes <input type="checkbox"/>	No <input type="checkbox"/>

## Schedule C3 – Compliance

The Tenderer acknowledges that it has read the Emergency Response Plan in relation to the Facility and agrees to comply with all requirements contained in that plan and any additional rules, orders or directions given to the Tenderer by the Council as the manager and supervisor of the Facility in relation to berthing on pontoons, refuelling, carparking and evacuation.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Given the limited carparks available at the Clump Point Boating Facility, what is the Tenderer's operational plan to cater for customers of your service/product especially in relation to carparking at the Facility?	
The Tenderer acknowledges and agrees that:  (a) it can only moor its Vessel at the northern pontoon at the Facility for the purposes of loading and unloading passengers and cargo; and  (b) the Tenderer must comply with the time restrictions displayed at the Facility when using the northern and southern pontoons.	<input type="checkbox"/> Yes <input type="checkbox"/> No
Does the Tenderer have any outstanding debts or fees owing to Council or any current dispute or alleged claim against Council?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes", please provide details:	

## Schedule D – Economic and Community Benefits

### Schedule D1 – Economic Benefits

Describe the services that the Tenderer provides or intends to provide using the Vessel (" <b>Services</b> ") for example: <ul style="list-style-type: none"> <li>• Tourism (including transport, taxi and charter) services;</li> <li>• Science research and development;</li> <li>• Commercial fishing;</li> <li>• Other</li> </ul>	Current (last 1-2 years)
	Future (new or expanded Services)

### Response for Tourism Services only

Has the Tenderer previously provided Tourism Services in the Mission Beach or Cassowary Coast Regional Council area in the past 3 years?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If "Yes" provide details of:  <ul style="list-style-type: none"> <li>• Past passenger numbers, frequency of the Services provided and any other relevant information that demonstrates the economic benefits that the Services provide to the region together with supporting data</li> <li>• Future estimated passenger numbers and frequency of the Services for the period 1 July 2026 to 30 June 2027</li> </ul>	
If "No" provide details of:  <ul style="list-style-type: none"> <li>• When will the Tourism Services commence?</li> </ul>	

<ul style="list-style-type: none"> <li>Estimated passenger numbers and frequency of the Tourism Services for the period 1 July 2026 to 30 June 2027</li> </ul>	
Provide details of any forward bookings, inbound tour agent contracts, commitments to advertising or marketing in relation to the Tourism Services including links to such advertising or marketing	
<p>Does the Tenderer provide other tourism related services or products in the Mission Beach or Cassowary Coast Regional Council area which rely on the use of the Vessel?</p> <p>If “Yes” provide details of:</p> <ul style="list-style-type: none"> <li>Those other related tourism services or products including estimated revenue and economic benefits that they generate.</li> </ul> <p>How use of the Vessel compliments or supports those other tourism services or products</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
In addition to the details relating to the provision of the Tourism Services described above, provide details of the Tenderer’s previous experience in other tourism related enterprises.	

### Response for Other (Non-Tourism) Services – if applicable

Describe how the Services to be provided by the Tenderer provide economic benefits to the Mission Beach or Cassowary Coast Regional Council area.	
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### Schedule D2 – Community Benefits

<p>Do the Tenderer’s operations cater for persons with limited or restricted means of access?</p> <p>If “Yes” provide details of how it caters for such persons</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>Does the Tenderer participate or contribute to local community programs or events?</p> <p>If “Yes” provide details and outline any initiatives which the Tenderer currently implements or intends to implement to support local community programs or events.</p>	Yes <input type="checkbox"/> No <input type="checkbox"/>

## Schedule E – Local Content

<p>Does the Tenderer have business premises located within the Cassowary Coast local government area for the delivery of the Services?</p> <p>If "Yes" provided details (address).</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/></p>
<p>How many full-time, part-time or casual employees does the Tenderer currently employ or intend to employ in providing the Services with the Vessel?</p>	<p>Current Employees:</p> <p>Future Employees (1 – 3 years):</p>
<p>Outline any initiatives which the Tenderer currently implements or intends to implement to support the local community.</p>	

## Schedule F – Facility Use Agreement

The Tenderer agrees to sign the Facility Use Agreement in the form annexed to this Response.

If the Tenderer requests any amendment or variation to the Facility Use Agreement, then details must be set out below for consideration:

Relevant Clause or part of the Agreement	Requested Amendment or Variation



# Clump Point Boating Facility

## USER AGREEMENT

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**CASSOWARY COAST REGIONAL COUNCIL  
AND  
XXXXXXXX**

# USER AGREEMENT

**PARTIES: COUNCIL:** Cassowary Coast Regional Council  
70 Rankin Street (PO Box 887)  
Innisfail QLD 4860

T: 1300 763 903 E: [enquiries@ccrc.qld.gov.au](mailto:enquiries@ccrc.qld.gov.au)

**USER:** The party specified in **Item 1(a)**

**GUARANTOR:** The party or parties specified in **Item 1(b)** if applicable

## BACKGROUND:

**A.** The Council manages the Facility on behalf of the State.

**B.** The Council has agreed to grant the User a licence to use the Mooring on the terms and conditions set out herein.

## THE PARTIES AGREE AS FOLLOWS

### REFERENCE SCHEDULE

Item No.	Description
<b>Item 1</b> (a) User	Name: Click or tap here to enter text. Address: Click or tap here to enter text. Contact Person: Click or tap here to enter text. Telephone No.: Email Address: Click or tap here to enter text.
(b) Guarantor	Name: Click or tap here to enter text. Address: Click or tap here to enter text. Contact Person: Click or tap here to enter text. Telephone No.: Click or tap here to enter text. Email Address: Click or tap here to enter text.
<b>Item 2</b> Term	Commencement Date: Expiry Date: Click or tap here to enter text.
<b>Item 3</b> Mooring	Pen Berth/Swing Mooring _____ as shown on the Plan
<b>Item 4</b> User Charge	<b>Amount of Annual User Charge (exclusive of GST): \$</b>
<b>Item 5</b> Permitted Use	<b>Permitted Use:</b> Mooring of the Vessel which Vessel must be used for the purpose of (delete inapplicable uses) <ul style="list-style-type: none"><li>• Tourism Services</li><li>• Transport/Taxi and Charter Services</li><li>• Emergency response support</li></ul>
<b>Item 6</b> Marine Insurance	<b>Current Marine Insurance:</b>

<p><b>Item 7</b> Vessel details</p>	<p><b>Vessel details:</b> Certificate of Survey: Name of vessel: Vessel identifier: Length: Breadth:</p>
<p><b>Item 8</b> Special Conditions (if any)</p> <p><b>NOTE: do not amend the standard terms in this Agreement. Insert any additional terms or variation to the standard terms here.</b></p>	<p><b>1. COUNCIL’S RIGHT TO TERMINATE FOR LACK OF USE</b></p> <p>1.1 The User acknowledges that:</p> <ul style="list-style-type: none"> <li>(a) the Facility moorings have been constructed by the State for use by operators of commercial vessels so as to provide economic benefits to the Cassowary Coast region;</li> <li>(b) there are only a small number of moorings available at the Facility;</li> <li>(c) in entering this Agreement, the Council has relied on the information provided by the User as to the economic benefits to the Cassowary Coast region that the User estimates will be achieved by its commercial use of the Mooring which information the User warrants is true and correct (“<b>Estimated Economic Benefits</b>”); and</li> <li>(d) this Special Condition 1 is an essential term of this Agreement.</li> </ul> <p>1.2 If the Council believes that the User has ceased or suspended operating the Vessel for commercial purposes or that there has been a material reduction in the User’s Estimated Economic Benefits then:</p> <ul style="list-style-type: none"> <li>(a) the Council may by notice in writing to the User request the User to explain the cessation, suspension or reduction in Estimated Economic Benefits and provide such additional information as set out in that notice (“<b>Show Cause Notice</b>”);</li> <li>(b) the User must comply with the Show Cause Notice within 14 days of receipt.</li> </ul> <p>1.3 If the User fails to respond to the Show Cause Notice by the due date then the Council may terminate this Agreement by giving 30 days notice in writing to the User.</p> <p>1.4 If the User complies with the Show Cause Notice but the Council reasonably believes that the User has ceased or suspended operating the Vessel for commercial purposes or that there has been a material reduction in the Estimated Economic Benefits which was not adequately explained in the User’s response to the Show Cause Notice then the User shall be in breach of this Agreement whereupon the Council may issue a notice in writing to the User (“<b>Notice of Default</b>”) to rectify that breach within a reasonable time as specified in the notice. If the User fails to comply with the Notice of Default by the due date then Council may immediately terminate this agreement by notice in writing to the User. In determining what is a reasonable time the Council will take into account any of the following force majeure events:</p> <ul style="list-style-type: none"> <li>(i) an earthquake, cyclone, tsunami, flood, fire, drought, but excludes any other weather conditions regardless of severity;</li> <li>(ii) war (declared or undeclared), invasion, terrorism, act of a foreign enemy or civil unrest;</li> <li>(iii) a health direction or order issued by the State or Federal government in response to a pandemic.</li> </ul> <p>1.5 If this Agreement is terminated pursuant to special condition 1.4 then:</p> <ul style="list-style-type: none"> <li>(a) the User must immediately remove the Vessel and any of its property from the Mooring and the Facility; and</li> <li>(b) the User shall have no claim against the Council whatsoever as a result of such termination.</li> </ul>

## 1. DEFINITIONS

In this Agreement unless inconsistent with the context or subject matter:

- 1.1. “**Business Day**” means Monday to Friday, except public holidays in Innisfail, Queensland;
- 1.2. “**Council**” means Cassowary Coast Regional Council ABN 20 889 787 211 or its successors in title;

- 1.3. **“Commencement Date”** means the commencement date specified in **Item 2**;
- 1.4. **“CPI”** means the Consumer Price Index (All Groups) for the City of Brisbane published from time to time by the Australian Bureau of Statistics;
- 1.5. **“Default Interest Rate”** means the rate which is two percent (2%) per annum above the highest overdraft rate charged as at the due date for payment of the relevant monies by Council’s principal bankers for commercial loans in excess of one hundred thousand dollars (\$100,000.00);
- 1.6. **“Emergency Response Plan”** means the emergency response plan for the Facility contained in Annexure 2 to this Agreement or any document in addition to or replacement thereof;
- 1.7. **“Expiry Date”** means the expiry date specified in **Item 2**;
- 1.8. **“Facility”** means the Clump Point Boating Facility situated at Clump Point Road, Mission Beach in the State of Queensland;
- 1.9. **“Facility Supervisor”** means that person or entity appointed as Council’s supervisor pursuant to **Clause 15**;
- 1.10. **“Guarantor”** means the person or persons (if any) specified in **Item 1(b)**;
- 1.11. **“Item”** means an item of the Reference Schedule;
- 1.12. **“Mooring”** means the pen berth and/or the swing mooring in the Facility as specified in **Item 3**;
- 1.13. **“Permitted Use”** means the mooring of the Vessel to be used for the purpose specified in **Item 5**;
- 1.14. **“Plan”** means the plan or plans of the Facility contained in Annexure 1 to this Agreement;
- 1.15. **“Reference Schedule”** means the reference schedule at the start of this document;
- 1.16. **“Review Date”** means each 12 month anniversary of the Commencement Date if the Term exceeds 12 months;
- 1.17. **“Services”** means all services of any nature from time to time provided as the context requires to the Mooring for use or available for use by the User;
- 1.18. **“Structure”** means any part of the Facility including parts of the Facility owned by the State and any part of the Council’s improvements, fixtures and fittings within the Facility;
- 1.19. **“State”** means the government of the State of Queensland and includes the State of Queensland represented by the Marine Safety Queensland branch of the Department of Transport and Main Roads or any other department, agency or statutory body or authority representing the State of Queensland;
- 1.20. **“Term”** means the period commencing on the Commencement Date and ending on the Expiry Date;
- 1.21. **“User”** means the user party specified in **Item 1(a)** of the Reference Schedule;
- 1.22. **“User Charge”** means the annual User Charge specified in **Item 4**;
- 1.23. **“Vessel”** means the Vessel owned or operated by the User as specified in **Item 7** and any substitute Vessel approved by the Council from time to time during the Term.

## 2. INTERPRETATION

In this Agreement unless inconsistent with the context or subject matter:

- 2.1. clause and other headings are for reference only. They shall not be deemed to form any part of the context or to affect the interpretation of this Agreement;
- 2.2. a reference to a person includes any other legal entity and vice versa;
- 2.3. words expressed in the singular include the plural and vice versa;
- 2.4. words expressed in one gender include the other genders, as is appropriate in the context;
- 2.5. a reference to a statute includes all regulations and subordinate legislation and amendments;

- 2.6. an obligation of two or more parties binds them jointly and each of them severally;
- 2.7. an obligation incurred in favour of two or more parties is enforceable by them severally;
- 2.8. when a thing is required to be done or money required to be paid under this document on a day which is not a Business Day, the thing must be done and the money paid on the immediately succeeding Business Day; and
- 2.9. this document may not be construed adversely to a party because that party was responsible for preparing it.

### **3. PERMITTED USE OF MOORING AND FACILITY**

- 3.1 The User shall use the Mooring for the Permitted Use (and for no other purpose without the prior written consent of the Council) on the terms and conditions contained in this Agreement and in accordance with all relevant legislation including any local laws applicable to the Facility. The User shall not use the Mooring to moor any other vessel other than the Vessel specified in **Item 7** or such other vessel as the Council may approve in writing from time to time. The User acknowledges that the Permitted Use is not exclusive to the User in respect of the use of other moorings in the Facility.
- 3.2 The User shall at no time permit any part of the Vessel to extend beyond the dimensions of the Mooring.

### **4. USER CHARGE**

- 4.1. The User must pay the User Charge to Council as directed yearly in advance or at such other intervals as Council agrees to or directs from time to time.
- 4.2. If this Agreement ends at a time other than the Expiry Date, the User must pay to Council prior to the end of this Agreement the proportion of the User Charge due at that time together with any other monies due under this Agreement.
- 4.3. Any payments due to be made under this Agreement by the User to Council must be paid on time and the User must not withhold or set off any payment under this Agreement for any reason.
- 4.4. On each Review Date the User Charge shall be such annual fee as determined by the Council in its annual adopted fees and charges or if no such fee is adopted by the Council then the User Charge shall be the last annual User Charge payable in the year prior to the Review Date adjusted in proportion to movements in the CPI last published at the Review Date compared to the corresponding CPI at the date being 12 months prior to that Review Date.

### **5. CHARGES FOR SERVICES**

- 5.1. The User must pay all charges for provision of the Services incurred or in respect of the Mooring and the User's use of the Mooring and/or the Facility during the Term, either directly to the assessing authority (where they are separately metered) or to Council within fourteen (14) days of Council's request for payment. For the avoidance of doubt, costs attributable to electricity and water and essential service and fire matters (including compliance with all fire safety laws and directions) are payable by the User.
- 5.2. The Certificate of the Chief Executive Officer of Council shall be prima facie evidence of the amount payable in respect of any unmetered charges.

### **6. TIME FOR PAYMENTS**

- 6.1. Unless this Agreement specifies otherwise, any payments the User must make to Council under this Agreement must be made within fourteen (14) days of Council's request for payment.
- 6.2. If the User does not make a payment under this Agreement by the due date for payment, the User must pay interest on the amount owing at the Default Rate from the due date for payment, until the payment is received.

6.3. The User must pay to Council when asked Council's additional or unusual costs, charges and expenses arising from any alterations, repairs or maintenance to the Mooring requested by the User or in providing any special, additional or unusual services for the User.

## 7. GOODS AND SERVICES TAX

7.1. For the purposes of this clause the following words shall have their corresponding meaning:

"**Creditable Acquisition**" has the meaning attributed to that term in the GST Law;

"**GST**" has the meaning attributed to that term in the GST Law;

"**GST Date**" means the date upon which this Agreement becomes subject to GST under the GST Law;

"**GST Exclusive Market Value**" has the meaning attributed to that term in the GST Law;

"**GST Free**" has the meaning attributed to that term in the GST Law;

"**GST Law**" has the meaning given to that term in the A New Tax System (Goods and Services Tax) Act 1999 or any act of parliament imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that act;

"**GST Rate**" means the rate of GST applying to the transaction in question under the GST Law at the time the Supply is made;

"**Input Tax Credit**" has the meaning attributed to that term in the GST Law;

"**Payee**" means the party receiving the Payment;

"**Payer**" means the party making the Payment;

"**Payment**" means:-

- (a) the amount of monetary consideration (exclusive of GST); or
- (b) the GST Exclusive Market Value of any non-monetary consideration (including any act or forbearance) required to be paid or provided by the Payer to the Payee for any Supply under, or for the purposes of, this Agreement;

"**Supply**" has the meaning attributed to that term in the GST Law;

"**Tax Invoice**" has the meaning attributed to that term in the GST Law.

7.2. Subject to **clause 7.4**, any Payment required to be paid under this Agreement after the GST Date, other than a Payment for a GST Free Supply, shall be increased by the GST Rate.

7.3. Before or at the time a Payment is due, the Payee must deliver a Tax Invoice for that Payment to the Payer.

7.4. Where a Payment required to be paid under this Agreement is a reimbursement for, or contribution to, a Creditable Acquisition made by the Payee (including any reimbursement or contribution to outgoings, charges or expenses in respect of the Mooring), the Payment shall, prior to the increase provided for by **clause 7.2**, be discounted by an amount equal to the Input Tax Credit which the Payee is entitled to claim for that Creditable Acquisition under the GST Law.

## 8. RESPONSIBILITY FOR VESSEL

### 8.1. Indemnity

The User shall indemnify the Council and the State against all actions, claims, demands, losses, damages, costs and expenses for which the Council or the State shall be or become liable arising from:

- (a) the use or misuse of the Mooring or the Facility by the User or persons under the control of the User;
- (b) any act or omission by the User or persons under the control of the User, and

- (c) the recovery of the User's debt or other moneys payable by the User under the provisions of this Agreement.

## 8.2. Responsibility for Vessel

The Vessel and all property brought onto the Facility by the User or User's agents, representatives, or invitees are at all times the responsibility of the User.

## 8.3. Council not liable for loss

- (a) Except as provided in **clause 8.3(b)** all Vessels use and moor at the Facility at their own risk. The Council shall not be liable and accepts no responsibility for any loss or damage to vessels, boats, craft, third party property or persons using the same within the confines of, or near to the Facility whatever the cause. Similarly the Council will not be liable for the adequacy or otherwise of the Facility including the Mooring or any other part of the Facility or for the User being unable to access the Mooring due to any obstruction, for example, due to debris or silt build up.
- (b) The Council shall be liable to the User or any person for any loss or damage to property, only to the extent where the acts or defaults of the Council, or its servants, or agents, or contactors, or otherwise are proven to contribute to such loss or damage as a result of gross negligence or failure of Council or any of its duly appointed contractors or agents to observe the terms of this Agreement.

## 8.4. User to insure Vessel

The User shall throughout the Term keep the Vessel, equipment and other property in or upon the Facility fully insured against loss or damage by fire, explosion, storm, tempest, earthquake and all other usual maritime risks with a reputable marine insurer, details of which policy are contained in **Item 6**.

## 8.5. User to effect Public Liability cover

The User shall effect public liability insurance in respect of loss or damage to property of others or any claim arising from the use of the Mooring or any other part of the Facility for an amount of not less than \$20,000,000.00 per occurrence or such further the amount as the Council may specify from time to time.

## 8.6. User not to invalidate insurance

The User will not do anything or allow anything to be done which may render void or voidable any policy of insurance held in respect of the Facility by Council, or any policy held by the User.

## 8.7. Evidence of insurance

If requested, the User must give Council certified copies of each insurance policy, receipts for the last premium and certificates of currency for the insurances required to be maintained by the User pursuant to this **clause 8**.

## 9. DESTRUCTION OR DAMAGE

### 9.1. Reinstatement

- (a) If a Structure shall during the Term of this Agreement be destroyed or damaged, whether remaining partially available for use by the User or incapable of use and if there shall be sufficient insurance moneys to repair and reinstate fully, Council shall proceed with all reasonable speed to repair and reinstate the Structure. Council may, dependant on the circumstances, be eligible for a refund of structural maintenance costs from the State of may, by negotiation, effect repairs directly.
- (b) If there shall be insufficient moneys to repair and reinstate the Structure or any necessary part of the Structure fully or, if any necessary permit or consent to fully rebuild the Structure cannot reasonably be obtained, and if Council has not negotiated for the State to fund or effect the repairs then Council may elect, by giving written notice to the User within three (3) months of the date of such damage or destruction, either to:

- i) proceed with such repair, as may be possible, or
  - ii) revoke this Agreement in which event this Agreement shall be terminated.
- (c) During the effecting of such repairs or reinstatement and until its completion, the Vessel shall be relocated and the User shall continue to pay the User Charge.
- (d) Where relocation is not possible Council may suspend payment of the User Charge.
- 9.2. Any repair or reinstatement under this clause will be carried out by the Council or the State using such materials and forms of construction and according to such plans as shall be reasonably determined by the Council or the State.
- 9.3 The User shall be liable for any damage to the Mooring or the Facility, excluding normal wear and tear, where that damage is caused by the User. In such case the cost of the repair of such damages shall be determined by the Council's insurers (in the event of an insurance claim being made) or otherwise by Council, there shall be no right of relocation pursuant to **clause 9.1(c)** and the User Charge shall continue to be paid in respect of the Mooring. If requested by the User, the Council shall use reasonable endeavours to relocate the Vessel to another mooring (if available) while repairs to the damage are carried out.

## **10. VESSEL MAINTENANCE**

### **10.1. Maintenance**

The User shall keep any Vessel occupying the Mooring in good serviceable condition and repair so as not to obstruct, interfere with or endanger other vessels navigating or berthed in the Facility.

### **10.2. Hull Cleaning**

- (a) The User shall keep the hull of the Vessel clean of marine pests and free of conspicuous bio-fouling and undertake regular cleaning and antifouling at a place remote from the Facility. This clause applies to both out of water cleaning and cleaning by divers.
- (b) Council may from time to time inspect the Vessel to ensure compliance with this clause. In the event of non-compliance, the Council may require the Vessel to be removed from the water until such time as the Vessel complies with the requirements of this clause.

### **10.3. Repair notice**

Should the User default in compliance with the provisions of **clause 10.1** or **clause 10.2**, the Council may serve a notice on the User requiring the User to repair/ clean the Vessel occupying the Mooring within a reasonable time.

### **10.4. Failure to respond to notice**

- (a) Should the User fail to comply with a notice given under **clause 10.3** within the time specified in the notice, Council may (but without any obligation to do so), and without further notice, remove any Vessel occupying the Mooring and recover the cost of removal from the User without being guilty of conversion or becoming liable for any loss or damage occasioned by such removal.
- (b) Where the Council removes any Vessel in accordance with **clause 10.4(a)** it shall be entitled to a lien on the Vessel to the extent of the costs of removal and storage.

### **10.5. Failure to repair**

Should the User fail to make satisfactory arrangements for payment of a debt due to the Council for the repair and/or removal of any Vessel removed pursuant to **clause 10.3** or **clause 10.4** within the period of one (1) month after the date of such removal Council may at any time thereafter revoke this Agreement, and recharge the cost of removal, transport, and storage, as a debt to the User.

## 10.6. No Pollution

The User shall not permit the pollution of the Facility by the discharge of any fuel, oil, chemicals, refuse, waste or other substance from the Vessel. The User shall be responsible for the payment of any costs or expenses to remove any such pollutants. The User shall be responsible for any fine or penalties payable in respect of a breach of this clause. The User shall indemnify the Council from any liability which the Council might suffer or incur in respect of any such pollution by the User.

## 11. RELOCATION ETC.

### 11.1. Relocation

Council may at any time, following consultation with the User, require the User to vacate the Mooring either on a temporary or permanent basis and to occupy another mooring within the Facility. In the case of a temporary relocation the Council shall take all reasonable steps to ensure that the new mooring is of no lesser size and has the same facilities as the mooring that the Vessel has been relocated from.

### 11.2. Permanent relocation

In the case of a permanent relocation Council shall ensure where possible that the new mooring is of sufficient size to accommodate the Vessel, has substantially similar facilities provided by Council or the State, and is no less conveniently located than the Mooring in the opinion of the Council.

### 11.3. No compensation

The Council shall not be liable to pay any compensation in respect of any relocation under **clause 11.1** or **clause 11.2** of this Agreement.

### 11.4. Application of this Agreement

The terms of this Agreement shall continue to apply to any Mooring to which the User is relocated whether on a temporary or permanent basis.

### 11.5. Emergencies, etc

Council reserves the right to use the Mooring in the case of an emergency and to require the User to vacate the Mooring if necessary to allow urgent repairs to be carried out. In such circumstances Council shall use reasonable endeavours to provide an alternative mooring if possible.

### 11.6. Unlicensed Vessels

- (a) Council or any other person authorised by Council may remove or cause to be removed any unlicensed Vessel occupying the Mooring. Removal may be to any other part of the Facility.
- (b) The costs and expenses of removing a Vessel shall be payable to the Council by any person who in contravention of this Agreement has caused or permitted the Vessel to occupy the Mooring. All such costs and expenses accrued shall be recoverable by the Council as a debt due to Council in any Court of competent jurisdiction.

## 12. ASSIGNMENT AND SUB-LICENSING

12.1. The rights granted to the User under this Agreement are personal to the User and do not create any lease or proprietary right or interest in the Mooring whatsoever.

12.2. The User covenants with Council that the User shall not assign, sublicense or allow any other person the right to use the Mooring without the prior written consent of the Council, which consent may be refused or granted on such conditions as the Council deems appropriate in its absolute discretion.

12.3. The User certifies that the User is the legal and beneficial owner or the duly authorised agent of the owner of the Vessel and the User will be personally liable for all charges, costs, claims or liabilities of whatsoever nature arising from the provisions of this Agreement.

- 12.4. Any change in the effective control of the User (where the User is a company or a partnership) from that existing at the Commencement Date shall be deemed an assignment and shall be subject to the Council's approval.
- 12.5. Where the User is a company or a partnership the User shall appoint as the User's nominee a person having the effective or managerial or financial control of the User.

### **13. DEFAULT**

#### **13.1. Failure to Pay User Charge**

- (a) Failure to pay the User Charge or any other moneys payable under this Agreement shall be a breach of the User's obligations under this Agreement. Notwithstanding any other remedy which Council may have, the User shall be liable to pay the Council interest at the Default Interest Rate from the date the payment is due until such time as the payment is received.
- (b) In addition, Council shall be entitled to recover damages for any other loss arising from any such breach. All costs incurred by the Council in recovering any monies owing to it (including all costs, fees, charges, legal fees, transport, storage, and the cost of disposal of the Vessels) shall become a debt due and payable by the User's to the Council upon demand.
- (c) The right to interest and damages shall continue as provided for in this clause notwithstanding any surrender or revocation of the Agreement. All such costs and charges shall be in addition to any other rights and remedies which the Council might have.
- (d) The acceptance by the Council of any arrears of the User's debt or other moneys payable under this Agreement shall not constitute a waiver of the User's continuing obligation to pay the User Charge or other payments due and owing under this Agreement.

### **14. COUNCIL'S RIGHT OF LIEN AND SALE**

- 14.1. In respect of any default under this Agreement, in addition to any other remedies Council has at law or under this Agreement, Council has the right to remove the Vessel, or to lock/impound the Vessel at the Mooring or elsewhere in the Facility.
- 14.2. In such case Council shall be entitled to a lien on the Vessel to the extent of those outstanding fees and charges, and the costs of securing the Vessel, or removal and storage as the case may be.
- 14.3. Should the User fail to claim their Vessel within the period of one month after the date of such removal and pay all outstanding User Charge, other outstanding fees and charges due and owing, the Council may at any time thereafter offer the Vessel for sale and apply the proceeds of such sale as follows:
- (a) firstly in satisfaction of the User's outstanding debt;
- (b) secondly in respect of the Council's expenses incurred in the removal and storage including administrative expenses;
- (c) thirdly in or towards satisfaction of any other debts or liabilities owed by the User to the Council;
- (d) the remainder (if any) shall be paid to the User or to any other party entitled thereto.
- 14.4. Council may retain any excess payments made and apply the same in satisfaction of, or on account of, any other moneys owing by the User under this Agreement.

### **15. FACILITY SUPERVISOR**

- 15.1. Any matters or requirement to be undertaken by, or obligations to be fulfilled by Council pursuant to this Agreement may be undertaken or carried out by the person or entity appointed by Council as the Facility

Supervisor. All powers, duties and obligations under this Agreement are delegated to the Facility Supervisor or such person or entity as the Council from time to time may appoint as Facility Supervisor.

15.2. In all matters relating to the Facility, the first contact for User shall be the Facility Supervisor.

15.3. The Facility Supervisor shall be responsible on behalf of Council for ensuring compliance with the terms of this Agreement.

## 16. REVOCATION AND TERMINATION

### 16.1. Breach of Agreement

- (a) In the event of a breach of this Agreement by the User or any failure by the User to pay any of the fees and charges due and owing under this Agreement, or of the terms and conditions of this Agreement or any annexure to this Agreement Council may terminate and revoke this Agreement.
- (b) Before terminating or revoking this Agreement the Council shall issue a written "Default Notice" to the User of its intention to terminate and revoke this Agreement and the reason. The Council shall give the User fourteen (14) days from the date of the notice to remedy that default.

## 17. MISCELLANEOUS

17.1. This Agreement constitutes the entire agreement of the parties hereto with respect to the subject matter and supersedes any prior agreement.

17.2. If any provision of this Agreement is found to be void or unenforceable, the remaining provisions shall not be in any way affected.

17.3. Any notice by either party in respect of this Agreement shall be in writing and may be served, by affixing the notice to the Vessel (for notices to the User), prepaid mail, email or hand delivered to the respective addresses specified in **Item 1** of the Reference Schedule and shall be deemed received:

- (a) in the case of posting, 3 business days after posting;
- (b) in the case of delivery by hand or affixing to the Vessel, on the day of such delivery, or affixing;
- (c) in the case of email, on the day following the successful transmission of such email.

## 18. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of the State of Queensland and the parties agree to submit to the jurisdiction of the Courts of Queensland.

## 19. SPECIAL CONDITIONS

The special conditions set out in **Item 8** (if any) shall form part of this Agreement. In the event of any inconsistency between the terms of the special conditions and the remaining terms of this Agreement, the terms of the special conditions shall prevail but only to the extent of any such inconsistency.

## 20. FACILITY RULES

The Council may from time to time make rules or amend existing rules for the administration, safety, security, cleanliness and operation of the Facility. Upon notification to the User any such rules shall form part of the terms of this Agreement. Without limiting the generality of the foregoing, the User shall at all times abide by the following rules (or any rules made in addition to or in replacement thereof):

- (a) **Berthing on Pontoons:** Berth ladders which service a Mooring are for use by a Vessels' crew only. The User shall use the northern pontoon ("**Northern Pontoon**") or the southern pontoon ("**Southern Pontoon**") shown on the Plan for the purpose of embarking passengers and loading goods and

equipment. The Vessel shall not remain berthed at either the Northern Pontoon or Southern Pontoon for more than 30 minutes without the written approval of the Facility Manager. The Facility Manager may designate regular times for the use of the Northern Pontoon and Southern Pontoon to accommodate all commercial users of the Facility. The southern face of the Southern Pontoon is for recreational users and shall not be used by the User.

- (b) **Refuelling:** The User must not refuel the Vessel at its Mooring or from the Northern Pontoon and shall only use the Southern Pontoon for the refuelling of the Vessel or the loading of any bulk fuel or oil. Refuelling vehicles must be parked inside the designated bunded area on the jetty adjacent to the Southern Pontoon. The User must ensure that its' employees and any fuel supplier at all times comply with all directions of the Facility Manager in respect of refuelling.
- (c) **Car parking:** The User shall not allow its customers/guests/or passengers to park at the Facility any single cars/vehicles or any vehicle or vehicle combination not directly associated with trailer boat launching operations at the Facility. The User may park one vehicle at the Facility for use by one of the Mooring owner, Vessel crew, company employees or subcontractors at any given time. If the User transports customers to the Facility then it must transfer those customers via a minibus/coach to and from the Facility from a staging area outside of the Facility.
- (d) **Evacuation:** The User acknowledges that the Facility is not designed as a safe haven for vessels in the event of cyclones or severe weather events and that the Mooring has been designed to withstand a cyclone without vessel loadings.

It is the Users responsibility to vacate the Mooring and evacuate the Facility prior to a cyclone or severe weather event. The User shall be responsible for any damage to its' Vessel, the Mooring or the Facility as a result of its' failure to vacate the Mooring or evacuate the Facility during a cyclone or severe weather event.

- (e) **Emergency Response Plan:** The User must at all times abide by the Emergency Response Plan.

## 21. NO ALTERATIONS

The User shall not make any alterations to the Mooring or the Facility without the prior written approval of the Council. Unless otherwise directed and approved in writing by the Council, upon the expiry, or termination of this Agreement the User will remove any of the alterations made to the Mooring or the Facility and make good any damage caused by such removal to the reasonable satisfaction of the Council. If the User fails to remove any of its alterations as foresaid then the Council may remove those alterations and the cost of removal shall form a debt immediately due and payable by the User to the Council.

## 22. GUARANTEE AND INDEMNITY

22.1. Where a Guarantor is a party to this Agreement then the Guarantor hereby:

- (a) guarantees to the Council and the State the performance of all the Users' obligations under this Agreement; and
- (b) indemnifies the Council and the State from any and all costs, claims and liability which the Council or the State might suffer or incur as a result of the User's breach of its obligations under this Agreement or the User's use of the Mooring or any part of the Facility.

22.2 Where there is more than one Guarantor then this **clause 22** shall bind them jointly and severally.

DATED THIS

day of

20

**EXECUTED AS AN AGREEMENT**

**EXECUTED** by **CASSOWARY COAST REGIONAL**

**COUNCIL** in the presence of:

\_\_\_\_\_  
Signature of Chief Executive Officer

\_\_\_\_\_  
Witness

**USER**

*[If any individual]*

**EXECUTED** by \_\_\_\_\_

in the presence of:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

*[If a company]*

**EXECUTED** by \_\_\_\_\_

in accordance with Section 127 of the Corporations Act 2001

\_\_\_\_\_  
**DIRECTOR**

\_\_\_\_\_  
**DIRECTOR/SECRETARY**

**GUARANTORS**

**EXECUTED** by

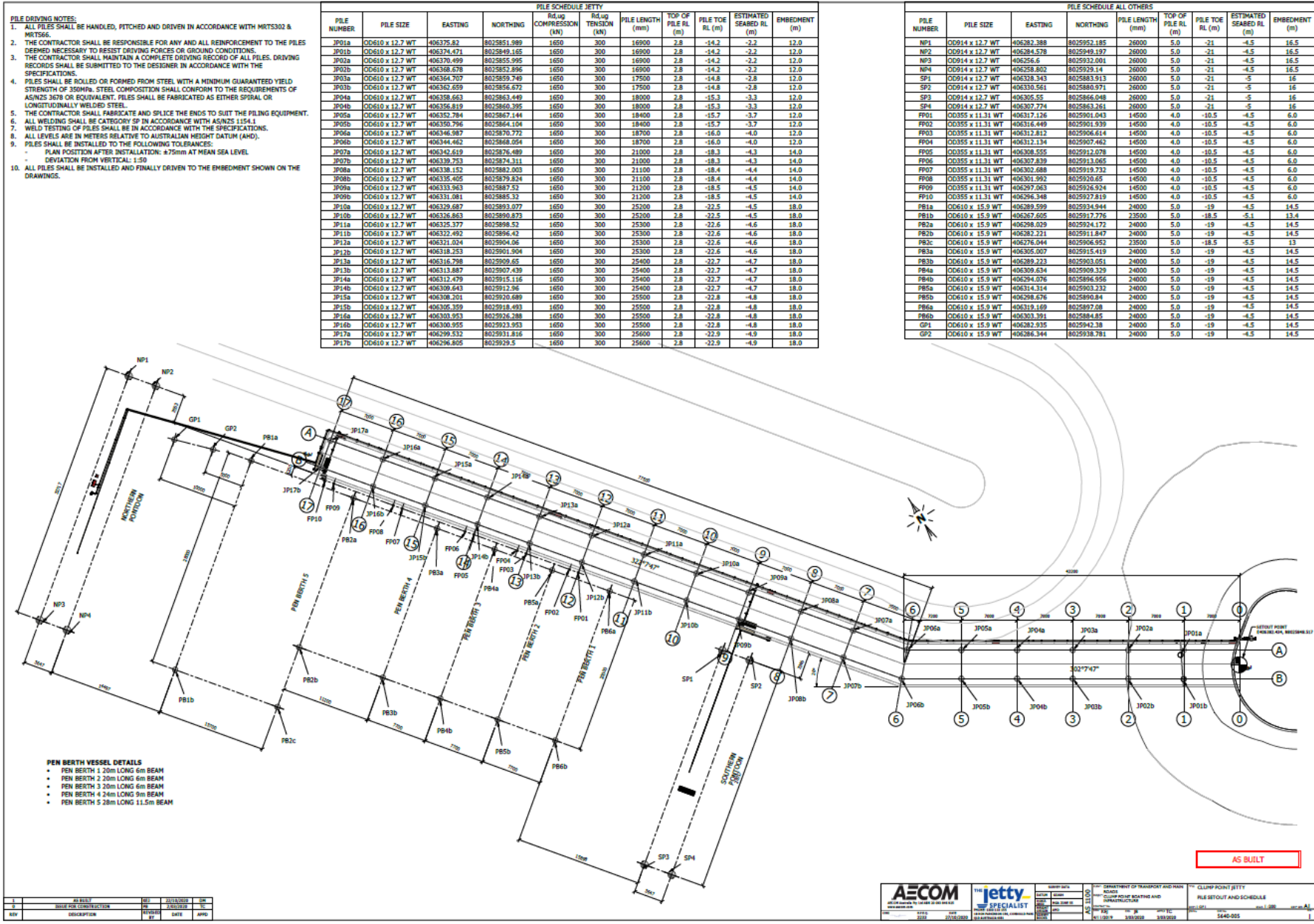
in the presence of:

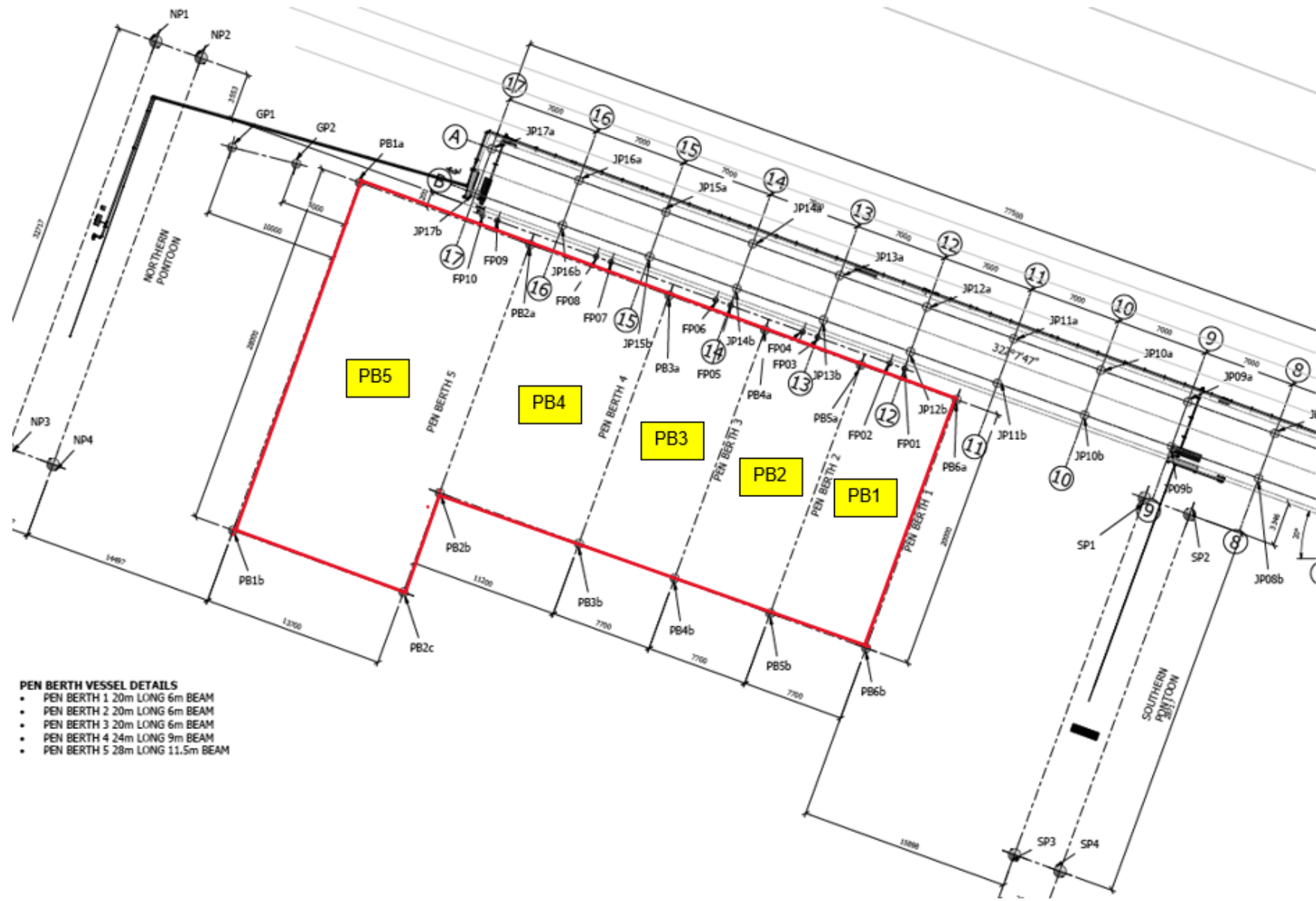
\_\_\_\_\_  
Witness

\_\_\_\_\_  
Signature of Guarantor

Cassowary Coast Regional Council is collecting your personal information in accordance with the *Information Privacy Act 2009 (Qld)*, and other applicable laws. Your information is being collected for the purpose of processing your application and/or responding to your enquiry. It may be used by authorised Council officers and disclosed to other agencies or third parties where required or permitted by law. Providing this information is voluntary; however, if you do not supply the requested information, Council may be unable to provide the requested service. You have the right to access and amend your personal information held by Council, subject to legal constraints. For more information, please view Council's [Privacy Policy](#) on Council's website [www.cassowarycoast.qld.gov.au](http://www.cassowarycoast.qld.gov.au)

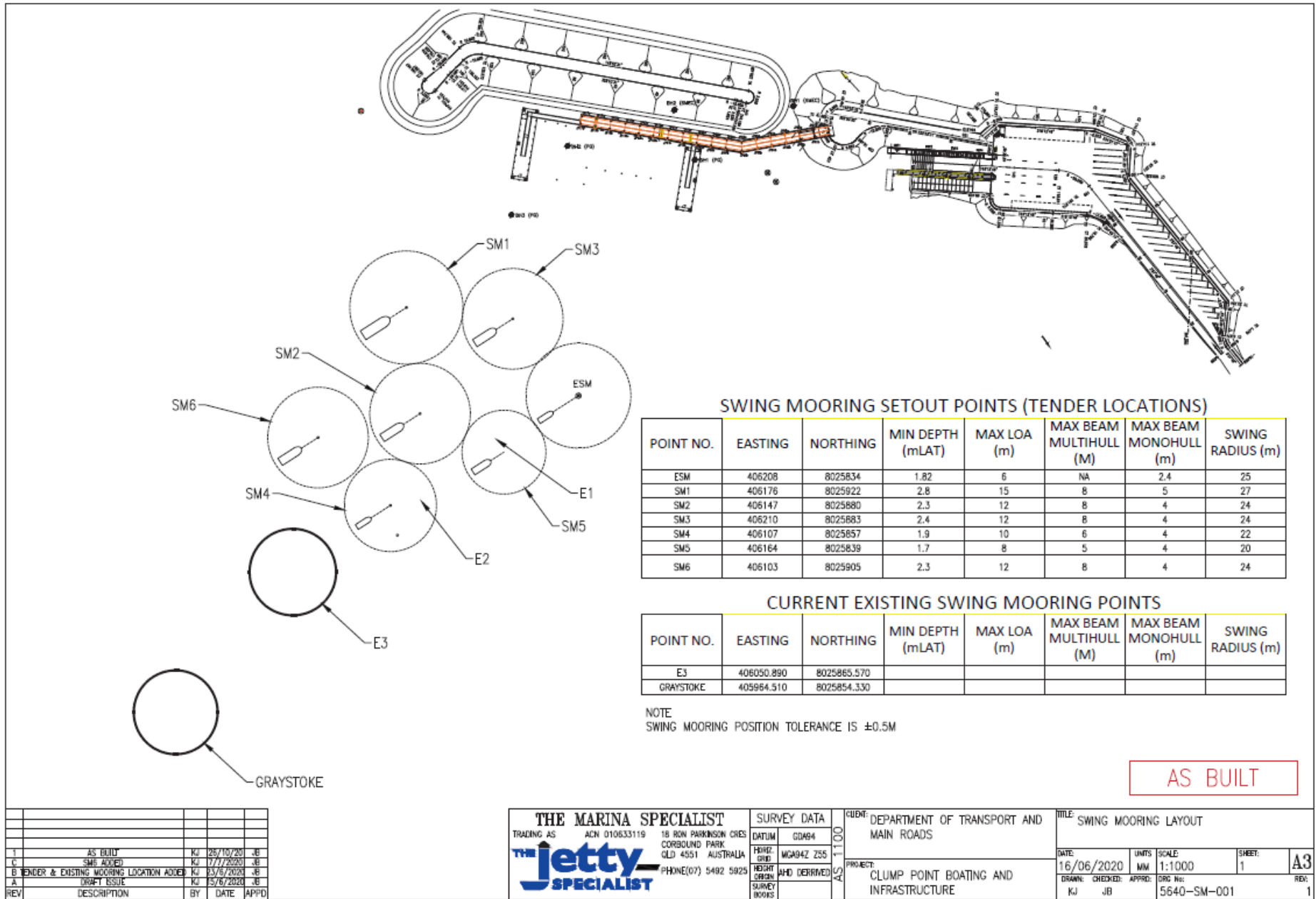
# ANNEXURE 1 – PLAN OF PEN BERTHS





- PEN BERTH VESSEL DETAILS**
- PEN BERTH 1 20m LONG 6m BEAM
  - PEN BERTH 2 20m LONG 6m BEAM
  - PEN BERTH 3 20m LONG 6m BEAM
  - PEN BERTH 4 24m LONG 9m BEAM
  - PEN BERTH 5 28m LONG 11.5m BEAM

# ANNEXURE 2 – PLAN OF SWING MOORINGS



SWING MOORING SETOUT POINTS (TENDER LOCATIONS)

POINT NO.	EASTING	NORTHING	MIN DEPTH (mLAT)	MAX LOA (m)	MAX BEAM MULTIHULL (M)	MAX BEAM MONOHULL (m)	SWING RADIUS (m)
ESM	406208	8025834	1.82	6	NA	2.4	25
SM1	406176	8025922	2.8	15	8	5	27
SM2	406147	8025880	2.3	12	8	4	24
SM3	406210	8025883	2.4	12	8	4	24
SM4	406107	8025857	1.9	10	6	4	22
SM5	406164	8025839	1.7	8	5	4	20
SM6	406103	8025905	2.3	12	8	4	24

CURRENT EXISTING SWING MOORING POINTS

POINT NO.	EASTING	NORTHING	MIN DEPTH (mLAT)	MAX LOA (m)	MAX BEAM MULTIHULL (M)	MAX BEAM MONOHULL (m)	SWING RADIUS (m)
E3	406050.890	8025865.570					
GRAYSTOKE	405964.510	8025854.330					

NOTE  
SWING MOORING POSITION TOLERANCE IS ±0.5M

AS BUILT

REV	DESCRIPTION	BY	DATE	APPD
1	AS BUILT	KJ	25/10/20	JB
C	SM6 ADDED	KJ	17/11/2020	JB
B	TENDER & EXISTING MOORING LOCATION ADDED	KJ	23/6/2020	JB
A	DRAFT ISSUE	KJ	25/6/2020	JB

<b>THE MARINA SPECIALIST</b> TRADING AS ACN 010633119 18 RON PARKINSON CRES CORBOULD PARK QLD 4551 AUSTRALIA PHONE(07) 5492 5925	SURVEY DATA DATUM: GD494 PRJ: WGA94Z 255 HEIGHT: AHD DERIVED SURVEY BOOKS:	CLIENT: DEPARTMENT OF TRANSPORT AND MAIN ROADS PROJECT: CLUMP POINT BOATING AND INFRASTRUCTURE	TITLE: SWING MOORING LAYOUT DATE: 16/06/2020 UNITS: MM SCALE: 1:1000 SHEET: 1 DRAWN: KJ CHECKED: JB APPR: JB DRG No: 5640-SM-001	A3 1
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## ANNEXURE 3 – EMERGENCY RESPONSE PLAN

**Cassowary Coast  
Regional Council**



# **EMERGENCY PREPAREDNESS AND RESPONSE INFORMATION**

## **CLUMP POINT BOATING FACILITY**

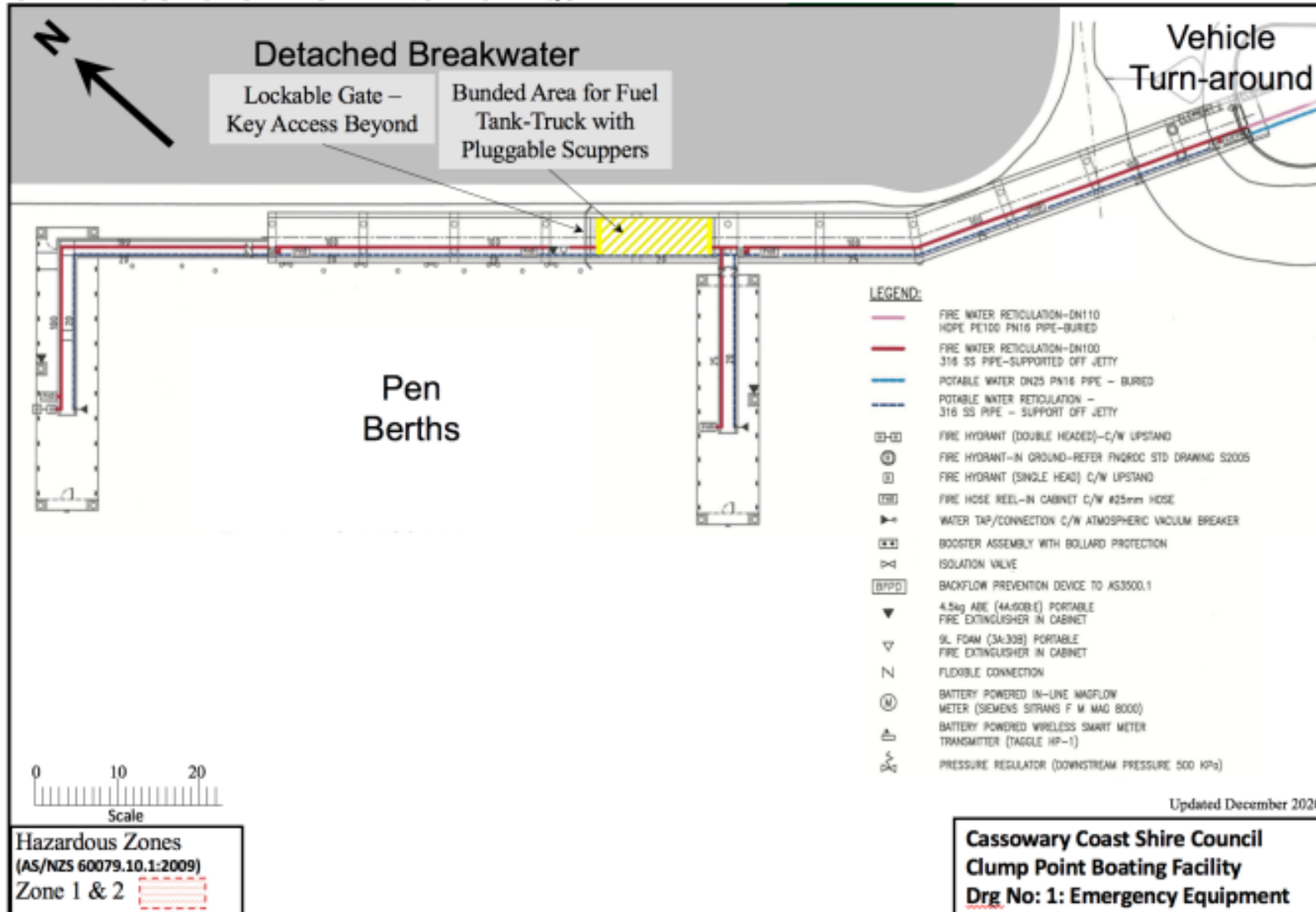
CONTENTS	PAGE
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Site Layout showing Dangerous Goods Locations	4
Site Layout showing Hazardous Zones	5
Register of Hazardous Materials	6
Site Emergency Contact Numbers	7
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Material Safety Data Sheets	
Risk Assessments (Job Safety Analysis etc)	

**EVACUATION MAP**

**For Evacuation Routes and Assembly Points, refer to Maps posted on site**

**CLUMP POINT BOATING FACILITY**

**SITE LAYOUT SHOWING EMERGENCY EQUIPMENT**



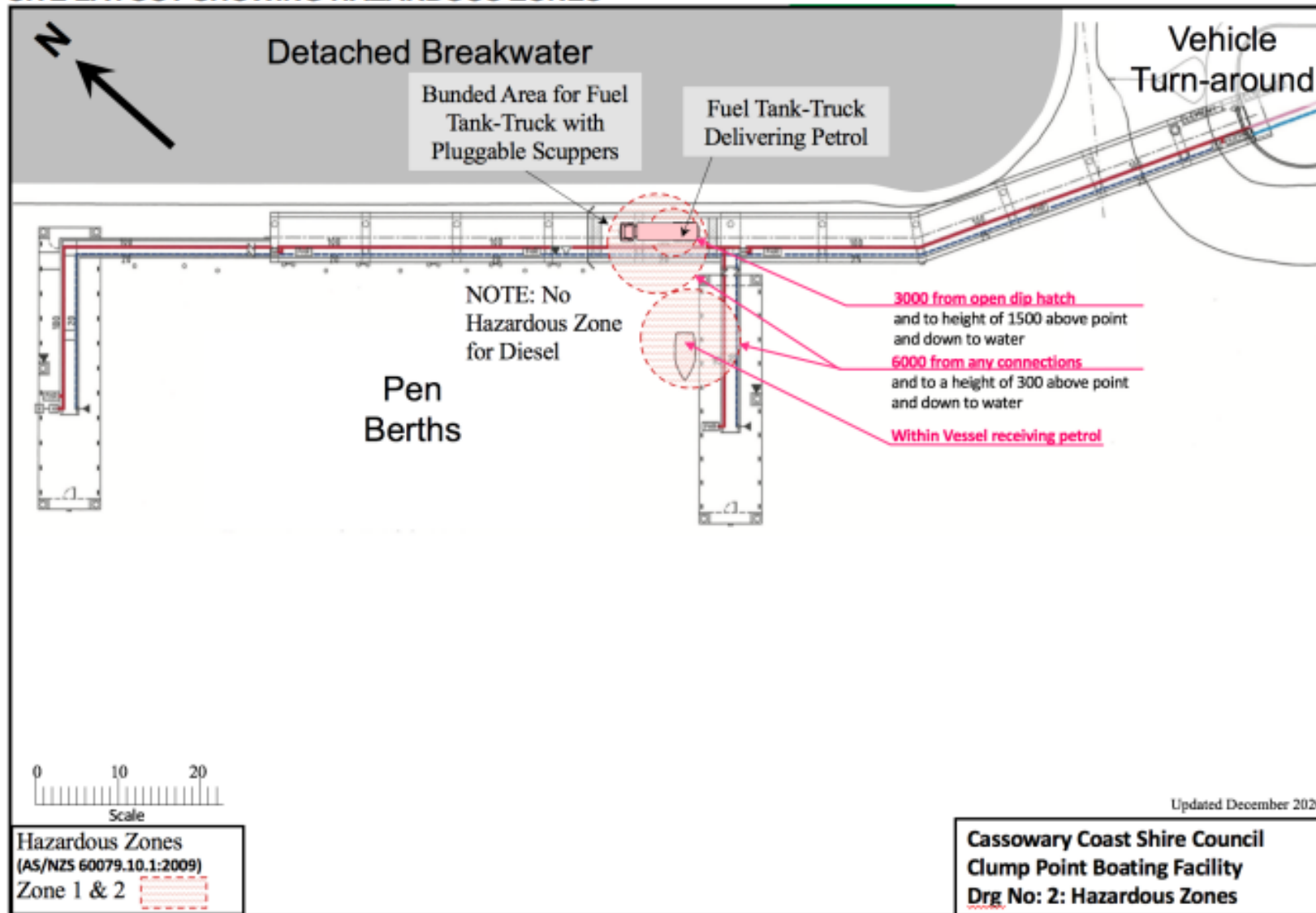
**CLUMP POINT BOATING FACILITY**

SITE LAYOUT SHOWING DANGEROUS GOODS LOCATIONS

**There are no Dangerous Goods Stored On-site**

# CLUMP POINT BOATING FACILITY

## SITE LAYOUT SHOWING HAZARDOUS ZONES



**CLUMP POINT BOATING FACILITY****DANGEROUS GOODS AND COMBUSTIBLE LIQUIDS MANIFEST****TANK STORAGE**

Tank ID No	PRODUCT NAME	UN No	CLASS	PG	TANK TYPE	MAX QUANTITY
<b>NO BULK FUELS STORED ON SITE</b>						

a/g – Above Ground

u/g – Underground

**PACKAGED GOODS**

PRODUCT NAME	UN No	Class	PG	AVERAGE QUANTITY	MAXIMUM QUANTITY
<b>No packaged Flammable goods held at facility</b>					

**CLUMP POINT BOATING FACILITY****Emergency Contact Numbers**

NAME & POSITION	PHONE AFTER HRS	PH: MOBILE

**Emergency Services Contact Numbers**

SERVICE	CONTACT NUMBERS
Fire	0 0 0
Ambulance	0 0 0
Police	0 0 0
Far North Queensland Ports Corporation Ltd Emergency Service	4051 2558
Environmental Protection Agency	1300 130 372

**Companies Capable of and Prepared to Provide Support**

COMPANY NAME	CONTACT PERSON	Phone Number (Include Mobile)	Type of Equipment Available and Number of Personnel
Hamill Business Resourcing Pty Ltd	Mal Hamill	04 1122 4248	Safety Health and Environment Support and Incident Response Advice

**SITE EMERGENCY RESPONSE EQUIPMENT**

Delivery Tank Trucks to carry own spill response equipment

For Additional Supplies, contact Cassowary Coast Shire Council El Arish Depot

**CLUMP POINT BOATING FACILITY****INDEX OF EMERGENCY SITUATIONS COVERED IN THIS SECTION**

Emergency	Page
1. Fire at Boating Facility	9
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4. Clothes on Fire	10
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11. Fuel Spill – Major (Over 5 Litres.)	16
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## 1. Fire at Boating Facility

Minimum PPE Requirements: Visibility Vest, Leather Shoes, Safety Glasses

1. Activate all fuel shut-offs on Tank Truck and close valves (if safe to do so).
2. Evacuate all people from the area
3. Call Emergency Services 000
4. If safe to do so, attack the fire with an extinguisher (if trained). Ask someone to back you up with a second extinguisher.

If you are unable to extinguish the fire, evacuate from the site

5. Call the Supplier Manager
6. If safe to do so, take the copy of the Material Safety Data Bulletins to assist Emergency Services.
7. Assist Fire and Emergency Services people.
8. Prevent anyone from entering the area until it has been declared safe

## 2. Serious Personal Injury (Including Assault)

Managed under Suppliers processes.

## 3. Work Related Injuries

Managed under Suppliers processes.

## 4. Clothes on Fire

### **NOTE**

**Do not let a conscious patient make the fire worse by running around!**

**Do not use nylon or other flammable material to smother the flames!**

**Do not roll the patient along the ground!**

1. Lie the patient down and quickly put out the flames by spraying with water or other non-flammable liquid or wrapping tightly in a fireproof blanket, coat, curtain, blanket or other heavy fabric then lay the patient flat on the ground.
2. If your own clothes are on fire, put out the flames by wrapping yourself up tightly in a heavy material of the type stated above and lie down.
3. Call an ambulance (or take patient to hospital immediately).

The content of this plan has been taken from Mobil Product Safety Stewardship Program, Product Handling and Safety Guide

## 5. Chemical Burns to the Eyes

### Symptoms

- Intense pain in the eye
- Eye cannot stand light
- Eye may be tightly closed
- Eye May be red, swollen or watering

### **NOTE**

**Do not waste time looking for the antidote unless immediately available!**

**Do not contaminate yourself when washing the injury!**

1. Hold the affected side of the patient's face under gently running cold water for at least 15 minutes so that the water drains away from the face or put the patient's face in a bowl of cold water and encourage blinking. If this is not possible, sit or lie the patient down with head tilted back and turned towards the side of the injury. Cover the good eye, gently open the injured one and pour sterile or clean water over it. Check that both lids of the injured eye have been washed well. If the eye is shut due to the pain, firmly, but gently, pull the lids open.
2. Lightly dress the eye with a sterile eye pad or a pad of clean non-fluffy Material.
3. Call an ambulance or (take patient to hospital immediately).

The content of this plan has been taken from Mobil Product Safety Stewardship Program, Product Handling and Safety Guide

## 6. Poisoning

### Symptoms

- Delirium (that is, confusion)
- Convulsions (that is, fits)
- Unconsciousness
- Retching or vomiting
- Diarrhoea
- Burns around the mouth
- Odour (petrol or kerosene) on patient's breath NOTE

**Do not waste time looking for the antidote unless immediately available!**

### **NOTE**

**Do not make the patient vomit unless instructed by a doctor!**

**Do not give syrup of Ipepac to the patient unless instructed by a doctor!**

**Do not contaminate yourself with poison remaining on the patient's mouth or body.**

1. Quickly ask the patient what the poison was. If lips or mouth are burnt, have the patient swill out the mouth with milk or water. Allow the patient to swallow after mouth is rinsed.
2. Call a doctor or the Poisons Information Centre 13 11 26. If the product involved is known, obtain a copy of the material safety data bulletin
3. If the patient is unconscious, turn on side and check breathing rate and pulse every 10 minutes.
4. If poison has been absorbed through the skin, remove contaminated clothing and wash patient under running water.
5. Arrange transfer of patient to hospital immediately. Send samples of vomit and containers of the poison with the patient if possible along with a copy of the material safety data bulletin of the product involved.

## 7. Severe Burns and Scalds

### Symptoms

- Pain or numbness around the injury
- Redness, swelling or blistering of the injury
- Grey, charred, peeling skin around the injury
- Convulsions (that is, fits)
- Fainting, giddiness or unconsciousness
- Retching or vomiting
- Breathing shallow and fast
- High but weak pulse rate
- Patient may look pale
- Patient “yawning and sighing

### Treatment

#### **NOTE**

**Do not remove anything that is sticking to the wound!**

**Do not apply lotions, ointments or fat to injury.**

1. Do not break blisters, remove any loose skin or otherwise interfere with the injured area!
2. Gently remove any rings, watches, belts, shoes or other constricting clothing from the injured area before it starts to swell. Carefully remove any clothing soaked in boiling fluid after it has begun to cool.
3. Apply cold water or a cold compress for a few minutes but do not over-cool the skin.
4. Cover the injury with a sterile dressing or similar non fluffy material and make it stay there with a bandage.
5. If hot bitumen or other melted material completely covers a limb, split the material length-wise as it cools
6. If the face is burnt, make a mask of a clean preferably sterile piece of material. Cut holes for nose, eyes and mouth and rest it on the patient’s face.
7. Make a sling or splint for a badly injured limb.
8. Don’t let the patient get too hot or too cold. If possible, put a blanket or coat underneath and a light cover over the patient.
9. If the patient is conscious, give sips of cold water at frequent intervals to replace lost fluid.
10. If the patient is unconscious, turn on side and check breathing rate and pulse every 10 minutes.

11. Call an ambulance.

Reassure the patient. Assist to lie down and protect the burnt area from contact with the ground if possible.

The content of this plan has been taken from Mobil Product Safety Stewardship Program, Product Handling and Safety Guide

## 8. Minor Burns and Scalds

Symptoms

- Severe pain around the injury if burn is not deep
- Numbness around the injury if burn is deep
- Redness, swelling or blistering of the injury
- Grey, charred, peeling skin around the injury
- Symptoms and signs of shock

Treatment

### **NOTE**

**Do not use adhesive dressings!**

**Do not apply lotions ointments or fat to injury!**

**Do not break blisters, remove any loose skin or otherwise interfere with the injured area!**

**Do not try to remove any material, which is sticking to the skin, for example, bitumen, toffee or melted synthetic fabric!**

1. Reassure the patient. Place the injured part under slowly running cold water or immerse it in cold water for 10 minutes longer if the pain persists. If no water is available, any cold harmless liquid such as milk or beer can be used instead.
2. Gently remove any rings, watches, belts, shoes or other constricting clothing from the injured area before it starts to swell
3. Dress the area with clean, preferably sterile, non-fluffy material.
4. If in doubt about the severity of the injury, seek medical aid.

The content of this plan has been taken from Mobil Product Safety Stewardship Program, Product Handling and Safety Guide

## 9. Floods

1. In most cases prior warning of flood conditions will be given by Emergency Services, so sufficient time will be available to prepare
2. Raise or remove all valuable or perishable items.
3. Contact Facilities Officer | Cassowary Coast Regional Council
4. If required, contact Emergency Services.

5. Take the copy of the Material Safety Data Bulletins, so as to assist Emergency Services
6. Prevent anyone from entering the premises until site has been declared safe
7. Evacuate all staff to high ground

## **10. Cyclone Preparation (Also, follow same principals for tsunami)**

1. Prior warning of cyclone conditions will be given by media, Cassowary Coast Regional Council, Emergency Services, etc so sufficient time will be available to prepare.
2. Liase with CCRC regarding alert levels:
  - Yellow Alert – Destructive Winds anticipated in 20 hours. Smaller vessels are required to move.
  - Blue Alert - Destructive Winds anticipated in 16 hours. Larger vessels are required to move.
  - Red Alert – Destructive Winds anticipated in 16 hours. Harbour will be closed to all traffic.

NOTE: During the Yellow and Blue level Alerts, you may have significant demand from vessels for fuelling so be prepared before this:

- ✓ Ensure there is adequate product in your underground tanks prior to Alerts being set.
  - ✓ Enquire of larger vessels anticipated requirements so you can plan.
  - ✓ Ensure you have adequate manpower to do the fuelling.
3. Ensure supplier is aware of your electricity needs for fuelling and be prepared to negotiate for power to fuel system to remain on until fuel needs are met. Supplier might shut down electricity at Red alert but may commence this during earlier alert levels
  4. Prior to Alert levels commencing, secure or safely stow all signs (those that are not needed during the alert levels), loose objects or other items that might be destroyed or blown away.
  5. On advice of Red Alert
    - ✓ Shut the isolation valves near the pumps
    - ✓ Ensure all cabinets and dispensers are closed and locked
    - ✓ Ensure all fill and dip points are closed, sealed and locked.
  6. Allow yourself adequate time to return home (or to a pre-arranged safe place) before the destructive winds commence.

**11. Fuel Spill– Major (Over 5 Litres.)**

Minimum PPE Requirements: Visibility Vest, Leather Shoes, Safety Glasses, Chemical Resistant Gloves

1. Hit the 'Emergency Stop' button on Tank Truck immediately
2. Keep all vessels and vehicles away from the spill and keep all ignition sources away from the area (cigarettes, cell phones, pagers etc.) If deemed necessary the site should be evacuated
3. Contact Emergency Services 000 and request assistance of Fire Services.
4. Call the Supplier Manager.
5. Attempt to contain spill to the smallest possible area. Prevent fuel from entering water if possible.
6. On arrival of Emergency Services, assist with clean up as directed.
7. Contact clean up Contractor.
8. Complete an Incident Notification form and provide to CCRC.
9. Do not supply any information to the media other than a holding statement (if required)

**12. Fuel Spill– Minor (Under 5 Litres.)**

Minimum PPE Requirements: Visibility Vest, Leather Shoes, Safety Glasses, Chemical Resistant Gloves

1. Stop the pump, and cordon off the area
2. Keep all vessels and vehicles away from the spill and keep all ignition sources away from the area (cigarettes, cell phones, pagers etc.)
3. Contain the spill by piling absorption material or positioning booms from the site Spill Kit around the edge of the spill
4. Prevent fuel from entering the water through the use of booms, absorption material or socks from the Spill Kit
5. Use a stiff broom to move the absorption material around to trap the product
6. Transfer the absorption material into the bags provided in the Spill Kit or into a tin and clearly mark as hazardous waste and describe contamination (ie. which product if known)
7. Store in a secure, well ventilated area until the sites prescribed waste collector can collect it
8. Ask waste contractor to supply a DEHP waste certificate before they remove the waste from site. Ensure that all details on the certificate are correct including the sites operating company name, ie the distributors name.
9. Contact Supplier Manager

10. Ensure spill area has been completely cleaned-up before allowing public access to the area
11. Even for minor spills, complete an Incident Notification form and provide to CCRC.
12. Any Spill Kit items that have been used should be re-ordered immediately

### **13. Fuel Spill on Clothes**

Minimum PPE Requirements: Safety Glasses, Chemical Resistant Gloves

1. Hit the 'Emergency Stop' button on Tank Truck immediately
2. Ensure there are no sources of ignition around; no smoking, no naked flames, lights and no vehicles to be started

**DO NOT REMOVE CLOTHING OR TRY TO RUB THE CLOTHES DRY – this could introduce an ignition source in static**

3. Run water over the garment
4. Once clothing is saturated with water it can be removed slowly
5. Water should be washed over any skin that has fuel on it
6. Dry the person and try to keep them warm until clean dry clothes can be sourced

### **14. Product Crossover / Shandy**

Managed under Suppliers processes.

### **15. Customer Vessel Fuel Tank Contamination as a Result of Incorrect Customer Filling**

Managed under Suppliers processes.

### **16. Customer Complaint – Product Quality**

Managed under Suppliers processes.

**CRITICAL SAFETY DEVICE LISTING**

ITEM	TESTING AND SERVICING
<b>A. FIRE PROTECTION</b>	
Fire Extinguishers Fire Hose Reels Fire Hydrants Fire Water Main and System	Six-Monthly service and inspection  As per Suppliers Specifications
<b>B. PRODUCT SERVICING</b>	
Emergency Shutdown System	Not Applicable to Facility Tank Trucks (Fuel Tankers) serviced by product suppliers.
<b>C. ENVIRONMENTAL</b>	
Spill Equipment and Booms	Delivery Tank Trucks to carry own spill equipment
<b>D. GENERAL</b>	
Emergency information for the Emergency Services	Update at least Annually

