

CHP Funding Deed

State of Queensland (represented by the Department of
Emergency Services)

and

Sunshine Coast Helicopter Rescue Service



Queensland
Government
Department of
Emergency Services

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Date

Parties:

State of Queensland (represented by Department of Emergency Services) of
Emergency Services Complex Corner Kedron Park Road and Park Road Kedron
Qld 4031

(‘the Department’)

And

**Sunshine Coast Helicopter Rescue Service Ltd t/as Energex Community
Rescue** ABN 34 010 104 560 of Sunshine Coast Airport, David Low Way Marcoola
Qld 4564

(‘the Provider’)

Background

1. Emergency Management Queensland (EMQ), a division of the Department of Emergency Services, has a mission to improve community safety and protect economic development and the environment by providing best practice disaster management and rescue services.
2. EMQ's mission accords with the Department's broader vision to create a safer community and a better quality of life in Queensland through world-class emergency and disaster services. The Department's vision links strongly with the Government's priority of improving health care and strengthening services to the community.
3. In accordance with the Government's commitment, the Department is seeking to ensure that emergency helicopter services are provided in the Sunshine Coast and Bundaberg regions of Queensland.
4. The State wishes to provide the Provider with a grant to assist the Provider provide the Service in those regions.
5. The Provider agrees to provide the Service, according to the terms and conditions of this Deed.
6. The Department recognises that the Provider in addition to this grant receives substantial financial and public support from the general community in which it operates.

Agreed Terms

1 Interpretation

1.1 The following definitions apply unless the context requires otherwise:

"ABN" refers to an Australian Business Number.

"Accrued Days" has the meaning given to that term in clause 7.3.

"Adequate Flight Crew" means one (1) Pilot, one (1) Winch Operator and one (1) Rescue Crew officer as required for the Task employed by the Provider.

"Aircraft" means the aircraft permitted to be used to provide the Service under this Deed.

"Aircraft – Category 1" means a minimum of a twin-engine helicopter capable of operating under IFR, configured as described in Schedule 1 and capable of meeting the minimum service delivery requirements as described in Schedule 2.

"Aircraft – Category 1B" means a minimum of a twin-engine helicopter capable of operating under IFR, configured as described in Schedule 1 and capable of meeting the minimum service delivery requirements as described in Schedule 2.

"Aircraft – Category 2" means a minimum of a single engine, turbine powered, VFR helicopter other than an Aircraft - Category 1 or Aircraft – Category 1B, used for daylight operations only, configured as described in Schedule 1 and capable of meeting the minimum service delivery requirements as described in Schedule 2.

"AOC" means an Air Operator's Certificate issued by CASA.

"Appropriately Qualified Person" means a person with qualifications or experience suitable for the purpose for which the person is retained or engaged.

"Aviation Trained Crew Member" means a person who has the training and qualifications specified in Schedules 3, 4 and 5.

"Back Up Aircraft" means an Aircraft – Category 1B or Aircraft – Category 2 used to provide the Service on a temporary basis.

"Back up Rate" means:

- (a) for the first Year of the Deed, \$98,500.00 per calendar month for an Aircraft - Category 2;
- (b) for the first Year of the Deed, \$150,000.00 per calendar month for an Aircraft - Category 1B;
- (c) for each Year following 30 June 2007, the amounts determined under clause 21.

"Base" means hangar, administration facilities, and sleeping quarters for rostered Flight Crew at Maroochydore Airport adequate to allow the Provider to perform the Service.

"Bundaberg Back up Rate means:

- (a) for the first Year of the Deed, \$75600.00 per calendar month for an

- (b) Aircraft - Category 2; and for the first Year of the Deed, \$115000.00 per calendar month for an Aircraft - Category 1B; and
- (c) for each Year following 30 June 2007, the amounts determined under clause 21.

"Bundaberg Base" means facilities adequate to allow the Provider to perform the Service at Bundaberg airport.

"Bundaberg Standard Rate means:

- (a) \$126001.72 per calendar month for the first Year of the Deed; and
- (b) for each Year following 30 June 2007, the amount determined under clause 21.

"Bundaberg Service" means the Service provided in accordance with the terms of this Deed from the Bundaberg Base.

"Business Day" means any day that is not a Saturday, Sunday or gazetted public holiday in Queensland.

"CAAP" means Civil Aviation Advisory Publication.

"CAO" means Civil Aviation Orders.

"CAR" means Civil Aviation Regulations.

"CASA" means the Civil Aviation Safety Authority.

"Deed" means this document together with all the Schedules to this document.

"Commencement Date" means the date specified in clause 2.1.

"Confidential Information" means any information that is declared to be of a confidential nature provided by the Department to the Provider or the Provider to the Department.

"Day" means a period of ten (10) hours or more during the period from midnight on one day to midnight on the following day.

"Down Time Allowance" means six (6) Days during any thirty (30) day period during which the Aircraft is undergoing scheduled or unscheduled maintenance.

"EHNAG" means the Emergency Helicopter Network Advisory Group whose membership consists of Tasking Agencies and representatives of the Queensland Emergency Helicopter Network.

"EMQ" means Emergency Management Queensland, a division of Department of Emergency Services.

"Engine Hours" means the total elapsed time logged from engine start to engine stop during which the Aircraft is performing the Service.

"Flight Crew" means Pilots, Winch Operators and Rescue Crew.

"Force Majeure" means any event beyond the reasonable control of the party affected and includes an event due to natural causes that happens independently of human intervention but does not include the failure (or non availability) of the Aircraft or any part of the Aircraft. The term "Force Majeure" shall include:

- (a) war, whether declared or undeclared, revolution or act of public enemies;
- (b) riot or civil commotion;
- (c) strike, stoppage, ban, limitation on work which prevents the supply of fuel or parts;
- (d) an act of God; and
- (e) fire, flood, storm, tempest or washaway.

"GST" means Goods and Services Tax.

"Grant" means the grant monies payable under clause 21 of this Deed.

"Grant Credit" means:

- (a) at the Commencement Date, \$83,333; and on each subsequent day of that Year the amount calculated in accordance with clause 7.19; or,
- (b) on the first day of each Year following the first Year of the Deed, \$500,000; and on each subsequent day of that Year the amount calculated in accordance with clause 7.19.

"IFR" means Instrument Flight Rules.

"IGAC" means Interdepartmental Governmental Aviation Committee.

"LSALT" means Lowest Safe Altitude.

"Major Maintenance Down Time Allowance" means, for 2500 Engine Hours, a period of twelve (12) weeks for each full five (5) years that the Deed continues under Clause 2, pro-rated for Engine Hours in excess of, or less than, 2500.

"Maroochydhore Service" means the Service provided in accordance with the terms of this Deed from the Base.

"Medical Coordinator" means a medical practitioner, delegated by Queensland Health to perform Clinical Coordination on its behalf.

"MSA" means Minimum Safe Altitude.

"NVFR" means Night Visual Flight Rules.

"Personal Information" means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained, from the information or opinion.

"Pilot" means a pilot with the qualifications specified in Schedule 3.

"QAS" means the Queensland Ambulance Service.

"QCC" means QEMS Coordination Centre.

"QEMS" means Queensland Emergency Medical System.

"QEMSAC" means QEMS Advisory Committee.

"QFRS" means Queensland Fire and Rescue Service.

"QPS" means Queensland Police Service.

"Quarter" is the three month period ending on 31 March, 30 June, 30 September, and 31 December of each year.

"Queensland Emergency Helicopter Network" means:

- EMQ Helicopter Rescue;
- CareFlight Queensland;
- Sunshine Coast Helicopter Rescue Service;
- Capricorn Helicopter Rescue Service;
- Central Queensland Helicopter Rescue Service; and
- Contract emergency helicopter service in Torres Strait.

"Rescue Crew" means a rescue crew member with the qualifications specified in Schedule 4.

"Service" means the emergency helicopter services described in Schedule 2 and includes both the Maroochydore Service and the Bundaberg Service.

"Standard Rate" means

- (a) \$164,118.83 per calendar month for the first Year of the Deed; and
- (b) for each Year following 30 June 2007, the amount determined under clause 21.

"State Disaster Management Group" means the organisation, established by the *Disaster Management Act 2003*, responsible for Whole-of-Government disaster management.

"Systems Audit" has the meaning given to that term in the Operational and Benchmarking Evaluation Policy Guidelines endorsed by EHNAG.

"Task" means the provision of the Service as requested by a Tasking Agency.

"Tasking Agency" means an agency specified in the Tasking Guidelines.

"Tasking Guidelines" means the Queensland Emergency Helicopter Network Tasking Guidelines endorsed by EHNAG.

"VFR" means Visual Flight Rules.

"Winch Operator" means a winch operator with the qualifications specified in Schedule 5.

"Year" means a financial year.

1.2 In this Deed, unless the contrary intention appears:

- (a) the singular is to be taken to include the plural and vice versa;
- (b) any gender is to be taken to include all other genders, and the word "person" is to be taken to include any body corporate or other legal entity;
- (c) where a word or phrase is defined, its other grammatical forms have a corresponding meaning;
- (d) a reference to a clause, paragraph or Schedule is to be read and construed as a reference to a clause, paragraph or Schedule of this Deed;
- (e) a reference to a statute is to be construed as a reference to that statute as amended from time to time, or to any statute in substitution of that statute; and
- (f) headings are used for convenience only and do not form part of this Deed.

1.3 In the event of any conflict between the terms and conditions contained in the clauses of this Deed and those in the Schedules, the terms and conditions of the clauses are to prevail.

2 Term

2.1 This Deed shall commence on 1 May 2007 and remain in force until 30 April 2012, unless terminated earlier under the terms of this Deed.

2.2 The Department may elect to extend the term of the Deed until 30 April 2017 by giving the Provider twelve (12) months' written notice prior to 30 April 2012.

2.3 The Department's decision to exercise the option under clause 2.2 above may take into account the Provider's prior performance under this Deed including (but not limited to) the Provider's achievement of the minimum service delivery requirements specified in Schedule 2 and compliance with the terms of this Deed.

2.4 Clause 2.3 above does not limit the Department's ability to elect not to extend the term of the Deed under clause 2.2 for any other reason.

3 Provision of Service

3.1 Subject to clause 7, the Provider must, provide the Maroochydore Service with an Aircraft – Category 1.

3.2 For up to six (6) months from the Commencement Date the Provider may perform the Bundaberg Service with an Aircraft - Category 2.

3.3 Within no more than six (6) months from the Commencement Date, subject to clause 7, the Provider must perform the Bundaberg Service with an Aircraft – Category 1.

3.4 The Provider must provide the Service in accordance with the Tasking Guidelines.

3.5 Prior to commencing a Task the Provider must ensure that the Aircraft is appropriately configured to undertake that Task.

- 3.6 The Provider may permit Queensland government personnel with the qualifications specified in Schedule 4 to undertake the role of Rescue Crew when necessary.
- 3.7 During the term of the Deed the Provider must have approval from the Minister under section 43 (1) of the *Ambulance Service Act 1991* to provide ambulance transport.

4 Base

- 4.1 The Provider must provide the Service from the Base and the Bundaberg Base.
- 4.2 The Provider is responsible for all costs associated with the Base and the Bundaberg Base including reasonable costs associated with providing working accommodation for ambulance or medical personnel. If during the term of the Deed additional facilities are required by the Department or another Queensland Government entity to be provided at the Base or the Bundaberg Base, the Department agrees to negotiate in good faith in respect of the payment of these costs when the Provider considers these costs to be unreasonable.
- 4.3 The Provider agrees that it will not provide the Service, nor establish or conduct emergency helicopter operations (excluding maintenance) from sites other than the Base or the Bundaberg Base, without the prior written approval of the Government, through the Director General, Department of Emergency Services or, in the case of disaster operations authorisation by the State Disaster Management Group.

5 Aircraft Availability and Staffing

- 5.1 Subject to clauses 3.2, 5.2, 5.3, 5.8, 7 and 13, the Provider must ensure an Aircraft - Category 1 is available to perform the Service on a continuous 24 hour a day 7 day a week basis.
- 5.2 The Aircraft is not required to be available to perform the Service during the Down Time Allowance.
- 5.3 The Provider must:
- (i) have a CASA approved fatigue risk management system; and
 - (ii) ensure that it operates within that fatigue risk management system.
- 5.4 The Provider must ensure that, taking into account the limitations imposed by its fatigue risk management system, staffing levels are sufficient to ensure that Adequate Flight Crew are available to perform the Service on a continuous 24 hours a day, 7 days a week basis (or during daylight hours as permitted under clause 7.12, if applicable) and the risk of the Aircraft being without Flight Crew within duty hours is low.
- 5.5 The parties acknowledge that the terms of this Deed are based on an assumption that:

- (i) up to 600 Engine Hours per Year could be flown by the Aircraft in the provision of the Maroochydore Service; and
 - (ii) up to 450 Engine Hours per Year could be flown by the Aircraft in the provision of the Bundaberg Service.
- 5.6 The parties will progressively monitor the Engine Hours flown by the Aircraft in the provision of the Service.
- 5.7 In the event that the parties consider that the Engine Hours flown in the provision of the Service will exceed 600 or 450 in a Year (as applicable in respect of the Maroochydore Service or the Bundaberg Service) the Department will consult with the Provider and the parties will work together to achieve a mutually acceptable outcome which addresses the issue of Engine Hours and the consequential additional costs.
- 5.8 In the event that the Engine Hours flown by the Aircraft in the provision of the Service have exceeded 600 or 450 in a Year (as applicable) and a mutually acceptable outcome has not been achieved, the Provider (in consultation with the Department) may review its operations and for the remainder of that Year the Provider may provide the Maroochydore Service or Bundaberg Service (as applicable) to the extent which the Board of the Provider considers that it has the financial capacity to do so.
- 5.9 In the event that, in addition to the Grant, the Provider obtains payment from another state or federal government source (excluding payments from Department of Veterans' Affairs and WorkCover Queensland) (subject to clause 5.10) in respect of a Task undertaken under this Deed the Engine Hours flown by the Aircraft in respect of that Task will not be considered to be Engine Hours flown in the provision of the Service for that Year for the purposes of clauses 5.5 to 5.8.
- 5.10 The Engine Hours flown by the Aircraft in respect of a Task on behalf of the New South Wales Department of Health or Ambulance Service of New South Wales will be considered to be Engine Hours flown in the provision of the Service until such time as an appropriate payment for the Engine Hours is obtained from the New South Wales Department of Health or Ambulance Service of New South Wales (or another entity). When payment is secured in respect of those Services they will no longer be considered to be Engine Hours flown in the provision of the Service.

6 Notification of Aircraft Availability

- 6.1 By no later than 10 am each day the Provider must notify the QCC and the Department of the operational status of the Aircraft in writing in the format contained in Schedule 6.
- 6.2 The Provider must ensure that:
 - (i) the QCC and the Department, as far as practical, are notified in writing, monthly in advance in the format contained in Schedule 7, of scheduled maintenance on the Aircraft, or any planned activity that may affect the Provider's ability to provide the Service; and

- (ii) advice of scheduled maintenance is provided to all operators to enable coordinated scheduling to cover down time.

- 6.3 The Provider must ensure that no flights are undertaken by the Aircraft that affect the provision of the Service, unless the QCC is notified. Notification shall occur before, or as soon as possible (but no longer than fifteen (15) minutes) after a flight commences.
- 6.4 Within twenty eight (28) days of the Execution Date and every twelve (12) months following that date the Provider must submit to QCC and the Department a report of the maintenance scheduled to be carried out on the Aircraft – Category 1 in the following twelve (12) months following that anniversary date and every 12 months thereafter for the term of the Deed.

7 Back up Aircraft

- 7.1 Except in accordance with this clause 7, the Provider must not, without the prior written consent of the Department, use an aircraft, other than an Aircraft – Category 1, to perform the Service.
- 7.2 Subject to clause 7.4, if an Aircraft – Category 1 is unavailable to provide the Service for any reason (including scheduled or unscheduled maintenance) for more than:
 - (i) the Down Time Allowance; or
 - (ii) three (3) consecutive Days,the Provider must provide the Service with an Aircraft – Category 1B or Aircraft – Category 2.
- 7.3 If, in any thirty (30) day period, the Provider does not use the Down Time Allowance, the unused Days will accrue up to a maximum of six (6) Days (**Accrued Days**).
- 7.4 Accrued Days may be used at any time to extend the Down Time Allowance.
- 7.5 If an Accrued Day is used to extend the Down Time Allowance, that Day will be subtracted from the balance of the Accrued Days.
- 7.6 If the Provider fails to comply with clause 7.2, the Department:
 - (i) will suspend the payment of the Grant for the period the Provider does not make an Aircraft available to provide the Service, and
 - (ii) may arrange for the provision of the Service by EMQ Helicopter Rescue or another person.
- 7.7 The Provider must advise the Department if the Aircraft – Category 1 will not be available for use for more than six (6) consecutive days.
- 7.8 Unless otherwise agreed by the Department, subject to clause 7.18 if an Aircraft – Category 1B or Aircraft – Category 2 is used to provide the Service for any reason (including scheduled or unscheduled maintenance) for:
 - (i) more than ten (10) Days in a thirty (30) day period; or

- (ii) where the Provider continues to provide the Service with a Back up Aircraft during the period in which it could otherwise utilize the Downtime Allowance (including any Accrued Days), for more than the total of ten (10) Days plus the Downtime Allowance (including any Accrued Days) in a thirty (30) day period, the Grant payable in respect of the period for which the period of use of the Aircraft – Category 1B or Aircraft – Category 2 exceeds ten (10) Days in the thirty (30) day period or ten (10) Days plus the Downtime Allowance (including any Accrued Days) in a thirty (30) day period (as applicable) will be calculated at the Back up Rate applicable for the category of Aircraft used or the Bundaberg Back up Rate applicable for the category of Aircraft used (whichever is applicable).
- 7.9 Unless otherwise agreed by the Department, subject to clause 7.18 if an Aircraft – Category 1B or Aircraft – Category 2 is used to provide the Service for any reason (including scheduled or unscheduled maintenance) for;
- (i) more than twenty (20) Days in a ninety (90) day period; or
 - (ii) where the Provider continues to provide the Service with a Back up Aircraft during the period in which it could otherwise utilize the Downtime Allowance (including any Accrued Days), for more than the total of twenty (20) Days plus the Downtime Allowance (including any Accrued Days) in a ninety (90) day period
- the Grant payable in respect of the period for which the period of use of the Aircraft – Category 1B or Aircraft – Category 2 exceeds twenty (20) Days in the ninety (90) day period or twenty (20) Days plus the Downtime Allowance (including any Accrued Days) in a ninety (90) day period (as applicable) will be calculated at the Back up Rate applicable for the category of Aircraft used or the Bundaberg Back up Rate applicable for the category of Aircraft used (whichever is applicable).
- 7.10 If an Aircraft – Category 1 is unavailable to provide the Service for any reason (including scheduled or unscheduled maintenance);
- (i) where no Aircraft is used to provide the Service or where an Aircraft – Category 2 is used as the Back-up Aircraft, for more than sixty (60) consecutive days;
 - (ii) where an Aircraft – Category 1B is used as the Back-up Aircraft, for more than one hundred (100) consecutive days; or
 - (iii) where a combination of an Aircraft – Category 2 and Aircraft – Category 1B is used as the Back-up Aircraft, for more than one hundred (100) consecutive days (provided that the Aircraft – Category 2 is not used for more than sixty (60) of those days in which case 7.10(i) will apply),
- the Department may terminate this Deed immediately.
- 7.11 If an Aircraft – Category 1 is unavailable to provide the Service for any reason (including scheduled or unscheduled maintenance);
- (i) where no Aircraft is used to provide the Service or where an Aircraft – Category 2 is used as the Back-up Aircraft, for more than eighty (80) Days during a 12 month period;
 - (ii) where an Aircraft – Category 1B is used as the Back-up Aircraft, for more than one hundred and twenty (120) Days during a 12 month period; or
 - (iii) where a combination of an Aircraft – Category 2 and Aircraft – Category 1B is used as the Back-up Aircraft, for more than one hundred and twenty (120) Days during a 12 month period (provided that the Aircraft – Category 2 is not used for more than eighty (80) Days during that 12 month period in which case 7.11(i) will apply),
- the Department may terminate this Deed immediately.

- 7.12 Where an Aircraft – Category 2 is being used to provide the Service in accordance with this clause, the Service must be provided during daylight hours (approximately 0600 to 1800 subject to season), 7 days a week.
- 7.13 If the Department requests that an Aircraft – Category 1B is used to provide the Service in preference to an Aircraft – Category 1 and the Provider complies with this request, this use will not be considered to be the use of an Aircraft – Category 1B for the purposes of Clause 7.8, 7.9, 7.10 and 7.11.
- 7.14 The Contractor is permitted to use all or a portion of the Major Maintenance Down Time Allowance to extend the Down Time Allowance at any time during the term of the Deed.
- 7.15 The use of the Major Maintenance Down Time Allowance will not be counted as Days or consecutive days (as applicable) which the Aircraft is unavailable to provide the Service for the purposes of Clauses 7.8, 7.9, 7.10 and 7.11.
- 7.16 Where a portion of the Major Maintenance Down Time Allowance is used to extend the Down Time Allowance the Major Maintenance Down Time Allowance which remains available to be used at a later time will be reduced by that portion.
- 7.17 In the event that the Aircraft – Category 1 requires maintenance for a period which exceeds any of the periods stated in this Clause 7 due to reasons beyond the control of the Provider, the Provider may request that the Department permit an extension to that period in respect of that maintenance. The Department's decision to agree to this request may (at the Department's sole discretion) take account of the Provider's prior performance under the Deed.
- 7.18 Where, in respect of the Bundaberg Service the Grant payable is to be calculated at the Bundaberg Back up Rate under either clause 7.8 or 7.9, the Department will continue to pay the Provider the Grant at the Bundaberg Standard Rate until the Grant Credit is fully expended under clause 7.19.
- 7.19 During each Year the Grant Credit will be progressively reduced by the difference between the amount paid in accordance with clause 7.18 and the amount which would be payable under clause 7.8 or 7.9 (whichever is applicable) if it were not for the operation of clause 7.18.

8 Air Operator's Certificate

- 8.1 At the Commencement Date, the Provider must hold an AOC.
- 8.2 The AOC must provide:
- (i) approval for aerial work operations in the helicopter type(s) used to provide the Service; and
 - (ii) CASA approval for the operations detailed in Schedule 2.
- 8.3 The Provider must provide the Department with a copy of the AOC for the provision of the Service within 14 days of the Commencement Date.
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- 8.4 The Provider must comply with its AOC in performing the Service.
- 8.5 If the Provider fails to comply with its AOC the Provider must immediately notify the Department in writing of details of the non-compliance and actions proposed to be taken to remedy the non-compliance.

9 Maintenance

- 9.1 Subject to clause 5.1 the Provider must maintain the Aircraft in good repair and working order (including the provision of all parts and other mechanisms, materials or items as required).
- 9.2 The Provider must maintain a maintenance manual, consistent with supplier and manufacturer instructions, for the scheduling and undertaking of maintenance on the Aircraft.
- 9.3 The Provider must carry out maintenance on its Aircraft on a progressive basis in accordance with the maintenance manual.
- 9.4 The Provider must use all reasonable endeavours to keep maintenance days to a minimum.
- 9.5 The Provider must ensure that any person engaged to repair, service or maintain the Aircraft is an Appropriately Qualified Person.
- 9.6 The Provider must ensure that all persons who operate the Aircraft follow the manufacturer's instructions, CASA requirements and Airworthiness Directives as to the use, servicing and operation of the Aircraft.
- 9.7 Upon request by the Department the Provider agrees to provide the Department with details of the full name(s), qualifications and experience of maintenance personnel that are employees of the Provider.
- 9.8 The Provider must plan its scheduled maintenance in consultation with Careflight and in accordance with advice given pursuant to clause 6.4 and EMQ Helicopter Rescue so that, as far as possible, another approved emergency helicopter service provider is available during periods of unserviceability.
- 9.9 The Department must ensure that EMQ Helicopter Rescue plans its scheduled maintenance in consultation with the Provider and Careflight so that, as far as possible, another approved emergency helicopter service provider is available during periods of unserviceability.

10 Qualifications and Training

- 10.1 The Provider must have a training and checking system in place that is in accordance with Schedules 3, 4 and 5 and meets the minimum requirements set out in CAR217.
- 10.2 The Provider must ensure that Pilots involved in the provision of the Service have the minimum level of qualifications and undergo the training specified in Schedule 3.
- 10.3 The Provider must ensure that the training of Pilots involved in the provision of the Service has the level of recency specified in Schedule 3.
- 10.4 In addition to the qualifications specified in Schedule 3 the Training and Checking Pilot must have:
 - (i) an Instructor Rating, and
 - (ii) a minimum of 2 years experience as an Instructor or Training Pilot.
- 10.5 The Provider must ensure that Winch Operators involved in the provision of the Service have the minimum level of qualifications, undergo the training and have the skills and knowledge specified in Schedule 5.
- 10.6 The Provider must ensure that Rescue Crew involved in the provision of the Service have the minimum level of qualifications, undergo the training and have the skills and knowledge specified in Schedule 4.
- 10.7 The Provider must ensure that the training of Winch Operators involved in the provision of the Service has the level of recency specified in Schedule 5.
- 10.8 The Provider must ensure that the training of Rescue Crew involved in the provision of the Service has the level of recency specified in Schedule 4.
- 10.9 Within 14 days of the date of execution of this Deed, the Provider must provide the Department with details of the full name(s), qualifications and experience of all Flight Crew and, in the case of Flight Crew commencing during the term of this Deed, prior to their commencement of duty.
- 10.10 The Provider must ensure that:
 - (i) Tasking Agency personnel required for Aircraft operations receive training (initial and currency) to the standard endorsed by EHNAG, helicopter familiarisation ground training, winch training (as appropriate approved by ENHAG) and crew resource management training (as appropriate in accordance with Provider requirements approved by CASA) up to a maximum of 40 Engine Hours per Year. Training required above this amount will be discussed between the parties; and
 - (ii) passengers carried temporarily on operational tasks receive safety briefings.

11 Training Records

- 11.1. The Provider must maintain records of all training and recency checks undertaken by Flight Crew. The records must include the name of the person trained, type of training / currency, date undertaken and results (if applicable).
- 11.2. The Provider must maintain records of all physical fitness tests undertaken by Rescue Crew and Winch Operators. The records must include the name of the person undertaking the test, the date undertaken and results, including times and distances.
- 11.3. The Provider must maintain records of training facilitated by the Provider under clause 10.10 (i) and (ii). The records must include the name of the person trained, the date undertaken and the type of training provided (for example helicopter familiarisation, safety presentations, winch procedures, equipment training).

12 Night Operations and Flight Planning

- 12.1 When providing the Service at night the Provider must use an Aircraft – Category 1 or where permitted under the terms of this Deed an Aircraft – Category 1B.
- 12.2 When providing the Service at night the Provider must comply with Schedule 8.
- 12.3 Where possible, the Pilot in command of the Aircraft for a Task must review critical flight planning factors for that Task with a second Aviation Trained Crew Member.
- 12.4 Where it is not possible for a second Aviation Trained Crew Member to participate in the review, the pilot in command must check that critical flight planning factors appropriate to the task have been considered by reference to a checklist developed by the Provider and forming part of the Provider's Operations Manual.
- 12.5 As far as practical, the Provider must ensure that all aeromedical and air rescue flights include a second Aviation Trained Crew Member.

13 Safety Management

- 13.1 The Provider must ensure that its operation embraces the principles of risk management, including a fatigue management strategy.
 - 13.2 At the Commencement Date the Provider must have in place a Safety Management System consistent with CASA CA 119-270 (0).
 - 13.3 At the Commencement Date the Provider must have appointed a Safety Officer who is not the Chief Executive Officer or the Chief Pilot.
 - 13.4 The Safety Officer must have authority to report directly to the Board of the Provider.
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- 13.5 The Provider must provide the Department with the name, contact details and details of qualifications and experience of the Safety Officer.
- 13.6 The Provider must ensure that Tasking Agency personnel assigned to travel on the Aircraft and other authorised Tasking Agency personnel have access to the Safety Officer for reporting safety concerns.
- 13.7 The Safety Officer must keep a written record of all safety concerns raised by Tasking Agency personnel.
- 13.8 The Provider must comply with the notification and reporting requirements for incidents prescribed in the Tasking Guidelines.
- 13.9 If at any time the Department considers that the Provider is undertaking its operations or providing the Service in a manner which would compromise the safety of any person the Department may immediately suspend the use of the Provider to provide the Service and the payment of the Grant until such time that the Department is satisfied that the appropriate safety standards have been met.
- 13.10 The Provider must take the action the Department considers appropriate to rectify any issues the Department considers would compromise the safety of any person within the timeframe specified by the Department.
- 13.11 If the Provider fails to take the action required by the Department under clause 13.10 within the timeframe specified the Department may immediately terminate this Deed.

14 Operations Manual

- 14.1 The Provider must ensure that an operations manual consistent with the AOC is maintained and it:
- (i) complies with CASA requirements,
 - (ii) is current in all respects, and
 - (iii) contains comprehensive instructions for all aspects of its helicopter operational procedures, including specific reference to night operations.

15 Compliance with Laws (including CASA Requirements)

- 15.1 In carrying out its obligations under the Deed the Provider must comply with all relevant laws and the requirements of any statutory authority, including all CASA requirements.
- 15.2 If the Provider fails to comply with a relevant law or the requirements of any statutory authority, including any CASA requirement, the Provider must immediately notify the Department in writing of details of the non-compliance and actions proposed to be taken to remedy the non-compliance.

16 Provider Information

16.1 The Provider must notify the Department of any change to the following details:

- (i) the emergency contact details for the Provider;
- (ii) the Aircraft type(s) operated by the Provider;
- (iii) the call sign(s) of the Aircraft (including Back up Aircraft);
- (iv) the registration details of the Aircraft (including Back up Aircraft); and
- (v) the key personnel of the Provider (which includes the Chairperson, Chief Executive Officer, Chief Pilot, Chief Aircrew Officer, Chief Engineer, Operations Manager and Safety Officer or personnel holding like positions), no less than five (5) Business Days prior to the date that the change takes effect or in the case of exceptional circumstance immediately that change occurs.

16.2 The Provider must provide the Department with documentation of all CASA exemptions relating to the provision of the Service.

16.3 At the Department's request, the Provider must make available to the Department for inspection and copying any document, record or register, whether in written or other form, relating to this clause 16.

16.4 The Department must take reasonable steps to protect any confidential information (clearly identified as confidential) which is provided to the Department under this clause.

17 Self Funding and Community Relations

17.1 The Provider must:

- (i) build and maintain good community relations; and
- (ii) maintain an optimum level of self funding for the Engine Hours specified under Clause 5.5.

17.2 The Provider may carry out promotional activities and undertake work of a commercial nature when not performing the Service. The Provider must ensure that any promotional activities and/or commercial work undertaken does not affect its ability to perform the Service.

17.3 The Department acknowledges that the Provider may be able to charge a fee to a third party for provision of some of the Services and that charging such fees is essential to the ability of the Provider to provide the Service. The Parties agree that any fees charged by the Provider to third parties will not affect the payment of the Grant. The Department agrees to notify the Provider where it is aware that it may be entering into an arrangement that might affect the Provider's ability to charge fees to third parties for the Service.

18 Not Used

19 Reporting

- 19.1 The Provider must maintain appropriate records of the Tasks undertaken.
- 19.2 Within ten (10) Business Days of the end of each month the Provider must provide the Department with:
- (i) a report of the Tasks for that month in the format contained in Schedule 9; and
 - (ii) a Down Time Report in the format contained in Schedule 10.
- 19.3 Within twenty (20) Business Days of the end of each Year the Provider must provide the Department with a report of the Tasks for that Year in the format contained in Schedule 9.
- 19.4 The Department will report significant trends identified in the reports required under this clause 19 to ENHAG.
- 19.5 The reports and the timeliness of submission of reports referred to in this clause 19 and all other reports, notifications and statements required to be submitted under this Deed will be used by the Provider and the Department to monitor the provision of the Service.
- 19.6 As part of the monitoring of the provision of the Service, the Department will regularly liaise with the Provider.
- 19.7 The parties will work together to implement performance management reporting within two (2) years of the Commencement Date.

20 Audits

- 20.1 Prior to 1 October 2008 and every two (2) years during the term of the Deed, the Provider must ensure that an audit of its operations is conducted by an independent, Appropriately Qualified Person, which covers the topics listed in Schedule 11 (an audit by CASA; meets the requirements of this clause to the extent that the CASA audit covers the topics listed in Schedule 11).
- 20.2 In addition to the audit in clause 20.1 above, once in each twelve (12) month period during the term of the Deed, the Provider must allow the Department to cause to be carried out, at the Department's expense, during normal business hours, a Systems Audit in accordance with the schedule of audits provided at the commencement of each Year and at such time as is agreed between the parties.

- 20.3 The Department and the Provider agree to observe the procedures for reporting the findings of a Systems Audit.
- 20.4 With reasonable cause, in addition to the Systems Audit required under clause 20.2, the Provider must allow the Department to cause to be carried out, inspections or audits (including Systems Audits) whenever the Department considers appropriate. The inspections or audits carried out under this clause will be carried out during normal business hours. The Department will give the Provider five (5) Business Days' notice of its intention to carry out an inspection or audit.
- 20.5 Inspections or audits carried out under clauses 20.2 and 20.4 shall be carried out by an Appropriately Qualified Person(s).
- 20.6 Any person engaged by the Provider to undertake audits in accordance with clause 20.1 must not be, and shall not be deemed to be, an employee, servant or agent of the Department or Provider.
- 20.7 Immediately upon becoming aware of an adverse audit finding concerning a safety issue the Provider must advise the Department and provide details of the action proposed to be taken by the Provider to rectify the issue.
- 20.8 Within twenty (20) Business Days of the receipt of the results of an audit under clause 20.1 the Provider will provide the Department with the results, including all written reports, and details of any action recommended to be taken.
- 20.9 The Provider must take the action the Department considers appropriate to rectify any issues identified in an audit or inspection conducted under this clause within the reasonable timeframe specified by the Department.
- 20.10 If the Provider fails to take the action required by the Department under clause 20.9 within the reasonable timeframe specified the Department may immediately terminate this Deed.
- 20.11 The Department may refer specific findings which may affect all Queensland Emergency Helicopter Network Providers to EHNAG.
- 20.12 The Provider must use its best endeavours to ensure that a representative participates in each aeromedical audit which involves the Provider's operations. The frequency, scope and structure of the aeromedical audits will be as approved by the Director, Statewide Clinical Coordination and Retrieval Services, Queensland Health.
- 20.13 The Provider must use its best endeavours to ensure that a representative attends QEMS networks forums at a Health Service District or local network level as appropriate.
- 20.14 Upon production of the written authorisation of the Department, the Provider shall, for the purpose of any inspection or audit carried out under clauses 20.2 and 20.4, permit any Appropriately Qualified Person to have access, in the presence of a representative(s) of the Provider, to its premises, Aircraft, records, books, documents and computer records relating to the provision of the Service.

- 20.15 In the exercise of its rights under this clause 20, the Department shall minimise, so far as is practicable, any inconvenience or interruption to the business of the Provider or the provision of the Service.
- 20.16 In the exercise of its rights under this clause 20, the Department shall take all reasonable steps to ensure that any information which it obtains from the Provider, which does not relate to the provision of the Service, is not disclosed to any person.
- 20.17 Clause 20.16 above does not apply to any information which:
- (i) is in, or is acquired from, the public domain or, otherwise than as a result of a breach of clause 20.16, becomes within the public domain;
 - (ii) the Department can prove was known to it at the time of commencement of this Deed; or
 - (iii) becomes known to the Department on a non confidential basis from a source that is not bound directly or indirectly to the Provider by a confidentiality agreement.

21 Grant

- 21.1 The Department agrees to pay the Provider the Grant for the Maroochydhore Service calculated at the Standard Rate:
- (i) for the period from 1 July 2006 until the day that is thirty (30) days after the Commencement Date, within thirty (30) days of the Commencement Date; and
 - (ii) following the Commencement Date, subject to clause 7, in monthly instalments in advance during the term of this Deed.
- 21.2 Subject to clause 7, the Department agrees to pay the Provider the Grant for the Bundaberg Service calculated at the Bundaberg Standard Rate:
- (i) for the period from 1 July 2006 until the day that is thirty (30) days after the Commencement Date, within thirty (30) days of the Commencement Date; and
 - (ii) following the Commencement Date, in monthly instalments in advance during the term of this Deed.
- 21.3 The Standard Rate, Bundaberg Standard Rate, Back up Rate and Bundaberg Back up Rate each Year following 30 June 2007 will be no less than the Standard Rate, Bundaberg Standard Rate, Back up Rate or Bundaberg Back up Rate (as applicable) for the first Year of the Deed.
- 21.4 Subject to clause 21.3 the Standard Rate, Bundaberg Standard Rate, Back up Rate and Bundaberg Back up Rate will be indexed annually by a benchmark review formula that is agreed by both parties or, failing agreement, as specified in clause 21.5, that provides the best indicator of general input price movements experienced by providers of emergency helicopter services in Queensland.
- 21.5 The current benchmark review formula agreed by both parties is a composite index, comprising:

- (i) the Consumer Price Index (CPI) transportation index for Brisbane; and
- (ii) the Wage Cost Index (WCI) for Queensland.

The amount of indexation of the Standard Rate, Bundaberg Standard Rate, Back up Rate and Bundaberg Back up Rate each Year shall be based on the percentage variations in the composite index stated above between the March figures for the two preceding Years.

22 GST

22.1 In this clause the following definitions apply:

"GST" has the same meaning as in the GST Act;

"GST Act" means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) as amended;

"GST Amount" means the amount of GST that may be payable in respect of any taxable Supply under this Deed, calculated at the rate of GST applicable at the time (currently 10%);

"Taxable Supply" has the same meaning as in the GST Act; and

"Tax Invoice" has the same meaning as in the GST Act.

22.2 The parties agree that the Grant specified in this Deed is GST exclusive.

22.3 The Provider agrees that, if it is registered or required to be registered for GST purposes, the Taxable Supply will be subject to GST to the extent required by the GST Law.

22.4 If the Provider becomes liable to remit GST in respect of any Taxable Supply that the Provider makes to the Department in accordance with this Deed, the amount otherwise payable by the Department under this Deed will be increased by the amount of the GST Amount.

22.5 The Department is not required to pay the Provider for a Taxable Supply until the Provider has given the Department a valid Tax Invoice in respect of the Taxable Supply.

22.6 The Provider must remit the GST Amount to the Commissioner for Taxation in accordance with the GST Act.

23 PAYG Withholding Tax

23.1 In this clause, "ABN" has the same meaning as in the *Taxation Administration Act 1954* (Cth) ("the PAYG legislation").

- 23.2 The Provider acknowledges that, in terms of the PAYG legislation, the Department is required to withhold part of any amounts payable to the Provider if the Provider has not supplied an ABN.

24 Financial Accountability

- 24.1 The Provider must ensure that no part of the Grant, including any interest earned on the Grant is directed or applied to any purpose other than the provision of the Service.
- 24.2 The Provider must provide the Department with a financial statement within twenty (20) days of the end of each six monthly period, in the format contained in Schedule 12.
- 24.3 The financial statements referred to in clause 24.2 must be completed on a cash or an accrual basis, using GST exclusive amounts, and must not include depreciation, amortisation or provisions. The financial statements must be signed by two (2) associates of the Provider, at least one (1) of whom must be a member of the Board of Directors of the Provider.
- 24.4 The Provider must provide the annual budget for the following Year to the Department by the end of the Provider's Financial Year. The annual budget must be endorsed at a meeting of the Directors of the Provider. The budget projections must form the basis of the "Annual Budget (\$)" column of the form in Schedule 12.
- 24.5 The Provider must provide the Department with annual audited accrual financial statements, comprising a detailed statement of financial performance, a statement of financial position and a statement of cash flows, within four (4) months of the end of the Year.
- 24.6 The annual financial statements, described in clause 24.5, must be compiled in accordance with the relevant accounting standards and any applicable requirements under the *Corporations Act 2001* (Cth). The annual financial statements must be prepared and audited by Appropriately Qualified Persons and certified by at least one (1) Director of the Provider.
- 24.7 The Provider must notify the Department immediately of any significant operational or financial difficulties.

25 Corporate Existence

- 25.1 The Provider must maintain its corporate existence and must not alter its Constitution without the prior written consent of the Department, which consent shall not be unreasonably withheld.
- 25.2 The Provider must comply with its Constitution.
- 25.3 In the event that the Provider fails to comply with its Constitution it must, immediately upon becoming aware of any non compliance, advise the Department

In writing of that non-compliance and detail its proposal for remedying the non-compliance.

26 Insurance

26.1 The Provider must have and maintain for the term of this Deed:

- (i) Insurance under the *Workers' Compensation and Rehabilitation Act 2003* to cover workers, eligible persons, self employed contractors, directors, trustees and partners;
- (ii) Public liability insurance to a value of at least twenty million (\$20,000,000.00) dollars;
- (iii) Aviation hull and liability insurance to a value of at least twenty million (\$20,000,000.00) dollars; and
- (iv) Insurance to cover passengers other than Provider's employees and State Government personnel.

The insurances specified in the preceding paragraphs must include terms and conditions acceptable to the Department.

26.2 The public liability insurance and aviation hull and liability insurance must include the State as an insured party but only in respect of the liability of the State arising out of the performance by the Provider, or any subcontractors, of the Service.

26.3 The public liability insurance and aviation hull and liability insurance must provide that the term 'Insured' applies to each of the persons comprising the Insured in the same manner and to the same extent as if a separate policy had been issued to each of those persons in their name alone provided however that this clause will not be deemed to increase the limit of the Insurer's liability under the policy.

26.4 The policies of insurance shall be effected with an insurer authorised by the Australian Prudential Regulation Authority to operate in Australia.

26.5 The effecting and maintaining of any of the insurances will not limit the liabilities or obligations of the Provider under other provisions of this Deed.

26.6 The Provider must ensure that the policies of insurance the Provider is required to have and maintain pursuant to this clause contain terms and conditions acceptable to the Department that will:

- (i) require the Insurer, whenever the Insurer gives to or serves upon the Provider or a sub-contractor notice of cancellation or any other notice under or in relation to all or any of the interests insured under the policy, at the same time to give notice to the Department in writing that the notice has been given to or served upon the Provider or sub-contractor;

- (ii) require that the Insurer will not cancel or vary the interest of all or any of the Insured under the policy at the request of an insured party except upon the consent of all the co-insured; and
 - (iii) provide that a notice of claim given to the Insurer by one Insured will be accepted by the Insurer as a notice of claim given to the Insurer by all the Insured, as the case may require.
- 26.7 Within 14 days of the date of execution of this Deed, and prior to the anniversary of each policy, the Provider must provide the Department with a full copy of each insurance policy required to be taken out and maintained under this Deed. If the Provider fails to produce evidence of compliance with its insurance obligations to the satisfaction of the Department, the Department may effect and maintain the relevant insurance or insurances, pay the premiums and deduct these payments from monies due or becoming due to the Provider from the Department under this Deed.
- 26.8 If the Provider varies an insurance policy required to be taken out and maintained under this Clause, the Provider must provide the Department with a full copy of the insurance policy, as varied.
- 26.9 The Provider must inform the Department in writing of any claim or of the occurrence of any event that may give rise to a claim under the policies of insurance effected and maintained pursuant to this clause within seven (7) days thereof and will ensure that the Department is kept fully informed of subsequent actions and developments concerning the event or claim.

27 Assignment and Subcontracting

- 27.1 The Provider must not assign this Deed or any interest in this Deed or subcontract the performance of the Service or any part of the Service without the prior written consent of the Department.

28 Indemnity

- 28.1 The Provider releases and indemnifies the Department and its officers, servants and agents from and against all actions arising which may be brought or made against any of them by any person, including the Provider, arising from:
- (i) any wilful or negligent act or omission of the Provider or any person for whose conduct the Provider is liable;
 - (ii) any unlawful or negligent act or omission of the visitors, invitees or licensees of the Provider; and
 - (iii) death, injury, loss or damage suffered by the Provider, its employees, subcontractors or agents, or any of its visitors, invitees or licensees or a passenger or patient in an Aircraft except where the death, injury, loss or damage is caused by the negligence or other wrongful act or omission of the Department, its officers, servants or agents.

- 28.2 The Department hereby indemnifies the Provider, its officers, employees, servants and agents from and against any loss, damage, expense (including legal costs) arising from any claim, demand, action, suit or proceeding that may be brought by any person against the Provider, its officers, employees, servants and agents (during or after the term of this Deed) for, or in respect of, personal injury to, or the death of, any person or loss of, or damage to, any property whatsoever arising out of, or as a consequence of, any default, unlawful act, omission or negligence by the Department, or its employees in the performance of this Deed.
- 28.3 Where the Provider, its officers, employees, servants and agents suffer loss, damage, or expense (including legal costs) for hull loss or damage, personal injury or death, as a result of a riot, hijacking or civil disturbance encountered in the performance of this Deed, the Department will indemnify the Provider, its officers, employees, servants and agents only to the extent that insurance does not cover the loss, damage or expense.

29 Acknowledgment of Department

- 29.1 The Queensland Government logo must appear on the Aircraft in a prominent, visible location on each side of the Aircraft, or as mutually agreed. The logo will be of an agreed minimum size, but will not exceed the size of, or encroach on the logo of, any major commercial sponsor.
- 29.2 The special status of the Department as a major financial sponsor is to be acknowledged in any annual report or similar promotional publication produced by the Provider.
- 29.3 The Provider must take all reasonable steps to ensure that the involvement of the State and any personnel of the State in supporting the operations of the Provider must be acknowledged in any promotion, publicity or media coverage regarding the Provider's operations and any Tasks undertaken.
- 29.4 There must be no inconsistencies between the terms and conditions of any sponsorship agreement entered into by the Provider and the terms and conditions of this Deed.

30 Confidentiality and Personal Information

- 30.1 The Provider must, and must ensure that its employees, agents and approved sub-contractors, keep confidential any Confidential Information of the Department obtained in the course of providing the Services or performing its obligations under the Deed.
- 30.2 If requested by the Department, the Provider must ensure that its employees, agents and approved sub-contractors provide a confidentiality undertaking in a form acceptable to the Department.
- 30.3 The Provider must, and must ensure that its employees, agents and approved sub-contractors, comply with all applicable legislative requirements regarding the

confidentiality of information (including, but not limited to, the Ambulance Act 1991 and the Health Services Act 1991) obtained in the course of providing the Services or performing its obligations under the Deed.

30.4 Where the Provider has access to, or obtains, Personal Information for the purpose of fulfilling its obligations under this Deed, it must:

- (i) protect Personal Information against loss, unauthorised access, use, modification or disclosure and against other misuse;
- (ii) use or permit to be used Personal Information only for the purpose of performing its obligations under this Deed, unless required or authorised by law;
- (iii) not disclose Personal Information without the consent of the person concerned or the written consent of the Department, unless required or authorised by law;
- (iv) ensure that only the Provider's authorised personnel have access to Personal Information;
- (v) immediately notify the Department if it becomes aware that a disclosure of Personal Information is, or may be, required or authorised by law;
- (vi) ensure that its employees, agents and subcontractors are aware of its obligations under this clause including, when requested by the Department, requiring any of them to sign an undertaking in relating to Personal Information substantially in the form of this clause (A sample Privacy Deed is contained in Schedule 13 for the Provider's guidance.); and
- (vii) comply with other privacy and security measures reasonable required by the Department from time to time.

30.5 The Parties acknowledge that the Provider intends to collect Personal Information for the purposes of:

- (i) making public statements about the Service, in a manner in which the identity of an individual is not apparent or cannot reasonably be ascertained, to raise the public profile of the Provider; and
- (ii) providing reports as required under this Deed.
- (iii) pursuing third party claims in accordance with the provisions of Clause 17.3

31 Dispute Resolution

31.1 A dispute shall have arisen between the parties when a party gives written notice to that effect to the other party.

- 31.2 If any dispute arises between the parties, then they will not be entitled to take any step towards litigation or arbitration until an attempt has been made to settle the dispute by mediation.
- 31.3 If the parties cannot mutually agree on a mediator within ten (10) Business Days of a notice under clause 31.1, then either party can request the President of the Queensland Law Society to appoint a mediator and both parties shall be bound by that appointment.
- 31.4 In the event that the dispute is not resolved by agreement within thirty (30) Business Days of the appointment of a mediator, the parties may seek legal redress.
- 31.5 The parties agree to share equally the costs of the mediation.

32 Termination

- 32.1 In addition to any other right to terminate specified in this Deed, the Department may immediately terminate this Deed by notice in writing if:
- (i) the Provider has failed to remedy a breach of this Deed within ten (10) days after a notice to remedy is given to it by the Department specifying the failure;
 - (ii) the Provider:
 - a) becomes insolvent or commits an act of bankruptcy;
 - b) ceases to carry on business;
 - c) becomes subject to any form of external administration, enters into an arrangement with its creditors or otherwise takes advantage of any laws in force in connection with insolvent debtors; or
 - d) is wound up, voluntarily or involuntarily; or
 - (iii) any of the Provider's Director/s are convicted of an indictable criminal offence, whether or not the offence is dealt with summarily and are not terminated by the Board.
- 32.2 Upon termination, the Department will be entitled to the pro rata refund of the Grant paid which has not been expended on the provision of Services.
- 32.3 Upon termination, any right of the Provider to further payments of the Grant under this Deed will be extinguished.

33 Governance

- 33.1 The Provider must provide the Department with details of the full name(s) and an outline of the experience of all Board members.

- 33.2 The Provider must ensure that the Board has access to suitable persons/ organisations to provide advice on aviation, medical/clinical and business issues. The Provider agrees to provide the Department with the names, contact details and relevant qualifications of the persons/organisations if required.
- 33.3 The Provider must facilitate liaison between the Provider's adviser on medical/clinical matters and the QCC.
- 33.4 The Provider must appoint a suitably qualified person as an Operations Manager to manage helicopter operations and Flight Crew. The Operations Manager should be a person with relevant aviation experience as a pilot or other Flight Crew or other relevant experience as agreed between the Department and the Provider, and may, where the Provider is the holder of the AOC, be the Chief Pilot. The Provider agrees to furnish the Department with the name, contact details and relevant qualifications of the Operations Manager.
- 33.5 The Provider must appoint a person other than the Operations Manager or Chief Pilot to manage fundraising activities. The Provider agrees to furnish the Department with the name and contact details of the person responsible for fundraising for the Provider.
- 33.6 The Operations Manager and Manager of fundraising activities may be appointed from existing personnel.

34 Clauses to Survive Termination

- 34.1 The following clauses will survive termination or expiration of this Deed:
- (i) Clause 28 (Indemnity);
 - (ii) Clause 30 (Confidentiality and Personal Information);
- 34.2 Clause 34.1 is not to be construed so as to restrict the operation of any clause not mentioned in that clause following the expiration or earlier termination of this Deed and which by law may still be capable of being given an extended operation.

35 Relationship of Parties

- 35.1 Neither the Provider, nor any person employed by the Provider for the purpose of carrying out the obligations under this Deed, shall be or become an employee, servant or agent of the Department, and the Provider shall not, and shall ensure that its servants and agents do not, in any way, hold out that the Provider or its servants or agents are servants or agents of the Department.
- 35.2 The relationship of the parties shall not be deemed to constitute a partnership, joint venture or agency, and nothing in the terms of this Deed shall be construed as giving rise to a fiduciary relationship between the parties.

36 Force Majeure

- 36.1 Where either the Provider or the Department shall be unable, by reason of Force Majeure, to carry out wholly or in part its obligations under this Deed (other than an obligation to make any payment), the Provider or the Department may give the other party notice of the Force Majeure event (including full details), whereupon the obligations of that party so far as they are affected by the Force Majeure will be suspended, during, but not longer than the continuance of (and for such further period thereafter as shall be reasonable in the circumstances) the Force Majeure.
- 36.2 Where the Provider is unable to carry out wholly its obligations under this Deed by reason of Force Majeure, the Department will be relieved of its obligations to make Grant payments during the continuance of the Force Majeure.
- 36.3 The party giving the notice shall take all steps and use all reasonable diligence to remove the Force Majeure as quickly as possible.

37 Severability

- 37.1 In the event that any or part of the terms or conditions of this Deed are invalid, unlawful or unenforceable, wholly or partly, such term or condition to the extent that it is invalid, unlawful or unenforceable shall be severed from the remaining terms and conditions and the remaining terms and conditions shall continue to be valid and enforceable to the fullest extent permitted by law.

38 Governing Law

- 38.1 This Deed shall be governed by, and interpreted in accordance with, the laws in force from time to time in the State of Queensland, and the parties submit to the non-exclusive jurisdiction of the courts of that State.

39 Entire Agreement

- 39.1 This Deed constitutes the entire agreement between the parties. Any prior arrangements, agreements, warranties, representations or undertakings are superseded.
- 39.2 No modification or alteration of any clause of this Deed will be valid, except in writing and signed by each party.

40 Waiver

- 40.1 No right under this Deed shall be deemed to be waived except by notice in writing signed by each party.
- 40.2 Subject to this clause, the failure by a party to enforce any clause of this Deed or any forbearance, delay or indulgence granted by that party to another party shall not be construed as a waiver of its rights under this Deed. A waiver by a party in respect of any breach shall not be deemed to be a waiver in respect of any other clause or any other subsequent breach of that clause.

41 Notices

- 41.1 Every notice, request, demand, consent, authorisation, approval or other communication under this Deed (referred to collectively as "notice") shall be in writing and either delivered personally or sent by prepaid letter or facsimile, and shall be deemed to have been received:
- (a) in the case of a letter, when delivered personally to the addressee or, if posted, when it would normally have been delivered to the addressee by the normal course of post; or
 - (b) in the case of a facsimile, at the time that the machine at which the facsimile is transmitted records confirmation that transmission has been completed.
- 41.2 Notices shall be addressed to the Department as follows:

Director
Helicopter Services Unit
Emergency Management Queensland
Department of Emergency Services
GPO Box 1425
BRISBANE QLD 4001

Facsimile: 3247 8420

or such other address or facsimile number as the Department may from time to time notify the Provider.

- 41.3 Notices shall be addressed to the Provider as follows:

Rob Walford
Chief Executive Officer
Sunshine Coast Helicopter Rescue Service
Sunshine Coast Airport
David Low Way
MARCOOLA QLD 4564

Facsimile: 5448 7660

or such other address or facsimile number as the Provider may from time to time notify the Department.

Signed, sealed and delivered:

For and on behalf of the STATE OF
QUEENSLAND represented by the Department of
Emergency Services

by the Director-General,
a person duly authorised in that
behalf, this 30th day of April 2007
in the presence of

(signature of witness)

(name of witness)

THE COMMON SEAL of the



was affixed in accordance with its

Constitution by

Dan Moffatt a Director and

William John Freeman a Director/ Secretary

this 27th day of APRIL 2007,



COMMUNITY HELICOPTER PROVIDER

Reporting Information:

Calendar of Due Dates

Schedule	Forms / Information	Due Dates
	Company Details Form	Within fourteen (14) days of the execution of the Deed of Agreement
	Board Member Details	As above, annually and if proposing any changes, no less than five (5) Business Days prior to the date that the change takes effect or in the case of exceptional circumstance immediately that change occurs.
	Safety Officer Details	
	Operations Manager Details	
	Fundraising Officer Details	
	Insurance	Within fourteen (14) days of the date of execution of the Deed, and prior to the anniversary of each policy, the Provider must provide the Department with a full copy of each insurance policy required to be taken out and maintained under the Deed.
Schedule 6	Operational Notification Report	No later than 10am daily
Schedule 7	Monthly Notification in Advance	Monthly in advance
Schedule 9	Statistical Report	Monthly Statistics are to be provide within ten (10) business days of the end of each month; and Yearly Statistics are to be provided within twenty (20) business days of the end of each year
Schedule 10	Monthly Downtime Report	Within ten (10) business days of the end of each month
Schedule 11	Audits	<i>Independent Audit:</i> Prior to 1 October 2007 and once every two years during the term of the Deed Within twenty (20) Business Days of the receipt of the results of an audit <i>Systems Audit:</i> Once in each twelve (12) month period during the term of the Deed
Schedule 12	Financial Report	Within twenty (20) days of the end of each six (6) monthly period

*Note: The Department of Emergency Services will provide a yearly calendar marked with the due dates.



COMMUNITY HELICOPTER PROVIDER

Reporting Information:

Reporting Instructions

The reporting forms contained within the Schedules are being provided via email and on CD. These reporting forms are saved as separate schedules for ease of reporting.

Locked Reporting Forms - The reporting forms (Schedules 6, 7, 8, 10 and 11) contain electronic fields and are locked to activate the use of the fields. The forms cannot be changed, with the exception of Schedule 12 - Financial Report which can be altered in consultation with the Helicopter Services Unit (HSU), Department of Emergency Services.

Fields - Field types include drop down menus, boxes, and text fields.

Drop Down Menu (text highlight with grey shading) - The drop down menu field provides a selection from which you can choose. These can be selected through clicking on the arrow or the field itself and moving the cursor down to the appropriate text.

Boxes (highlight with grey shading) - To select a box click on it and the box will be marked with an X.

Text Field (grey shaded area) - Text fields allow you type in the area; however it limits the number of words able to be typed.

Statistical Reporting - The monthly statistical reporting forms are in Excel format and therefore have built-in calculations. Automatic roll up of calculations will occur at the end of the month as a summary, and at the end of the quarter and year. Please note that these monthly summaries, quarterly statistics and yearly statistics sections do not need to be completed by you, however they need to be retained in the form for the automatic roll up to occur.

Form Submission - The forms are to be submitted electronically in the first instance, followed by a hard copy. When sending reporting forms to the HSU, please send them with a read receipt attached. This will ensure your organisation receives confirmation of its receipt by HSU.

CHP LOGO INSERTED HERE

Text Field - Text fields allow you type in the area; however it limits the number of words able to be typed.

To: QCC Fax/email ☐ QPS Fax/email ☐
 HSU ☐ QFRS Fax/email ☐
 From: ☐
 Tasking Telephone No: ☐
 After Hours Telephone No: ☐

TIME: ☐ DATE: ☐

OPERATIONAL AVAILABILITY

CATEGORY 1	CATEGORY 1B <input type="checkbox"/>	CATEGORY 2 <input type="checkbox"/>
<input type="checkbox"/> Available <input type="checkbox"/> Unavailable <input type="checkbox"/> Restricted If unavailable, proposed backup: <input type="checkbox"/>	<input type="checkbox"/> Available <input type="checkbox"/> Unavailable <input type="checkbox"/> Restricted	<input type="checkbox"/> Available <input type="checkbox"/> Unavailable <input type="checkbox"/> Restricted
REASON FOR UNAVAILABILITY/ RESTRICTED AVAILABILITY <input type="checkbox"/> Scheduled Mtce <input type="checkbox"/> Training <input type="checkbox"/> Other <input type="checkbox"/> Unscheduled Mtce <input type="checkbox"/> Fatigue Details: <input type="checkbox"/>	REASON FOR UNAVAILABILITY/ RESTRICTED AVAILABILITY <input type="checkbox"/> Scheduled Mtce <input type="checkbox"/> Training <input type="checkbox"/> Other <input type="checkbox"/> Unscheduled Mtce <input type="checkbox"/> Fatigue Details: <input type="checkbox"/>	REASON FOR UNAVAILABILITY/ RESTRICTED AVAILABILITY <input type="checkbox"/> Scheduled Mtce <input type="checkbox"/> Training <input type="checkbox"/> Other <input type="checkbox"/> Unscheduled Mtce <input type="checkbox"/> Fatigue Details: <input type="checkbox"/>
EXPECTED PERIOD OF UNAVAILABILITY/RESTRICTED AVAILABILITY Start Date: <input type="checkbox"/> Start Time: <input type="checkbox"/> Finish Date: <input type="checkbox"/> Finish Time: <input type="checkbox"/>	EXPECTED PERIOD OF UNAVAILABILITY/RESTRICTED AVAILABILITY Start Date: <input type="checkbox"/> Start Time: <input type="checkbox"/> Finish Date: <input type="checkbox"/> Finish Time: <input type="checkbox"/>	EXPECTED PERIOD OF UNAVAILABILITY/RESTRICTED AVAILABILITY Start Date: <input type="checkbox"/> Start Time: <input type="checkbox"/> Finish Date: <input type="checkbox"/> Finish Time: <input type="checkbox"/>
Aircraft Type: <input type="checkbox"/>	Aircraft Type: <input type="checkbox"/>	Aircraft Type: <input type="checkbox"/>
Call Sign: <input type="checkbox"/>	Call Sign: <input type="checkbox"/>	Call Sign: <input type="checkbox"/>
Mobile Phone: <input type="checkbox"/>	Mobile Phone: <input type="checkbox"/>	Mobile Phone: <input type="checkbox"/>
Satellite Phone: <input type="checkbox"/>	Satellite Phone: <input type="checkbox"/>	Satellite Phone: <input type="checkbox"/>
Winch <input type="checkbox"/> Yes <input type="checkbox"/> No	Winch <input type="checkbox"/> Yes <input type="checkbox"/> No	Winch <input type="checkbox"/> Yes <input type="checkbox"/> No
Electronic Homer <input type="checkbox"/> Yes <input type="checkbox"/> No	Electronic Homer <input type="checkbox"/> Yes <input type="checkbox"/> No	Electronic Homer <input type="checkbox"/> Yes <input type="checkbox"/> No
Nightsun <input type="checkbox"/> Yes <input type="checkbox"/> No	Nightsun <input type="checkbox"/> Yes <input type="checkbox"/> No	Nightsun <input type="checkbox"/> Yes <input type="checkbox"/> No
Firefighting Bucket <input type="checkbox"/> Yes <input type="checkbox"/> No	Firefighting Bucket <input type="checkbox"/> Yes <input type="checkbox"/> No	Firefighting Bucket <input type="checkbox"/> Yes <input type="checkbox"/> No
FLIR <input type="checkbox"/> Yes <input type="checkbox"/> No	FLIR <input type="checkbox"/> Yes <input type="checkbox"/> No	FLIR <input type="checkbox"/> Yes <input type="checkbox"/> No

Boxes - To select a box click on it and the box will be marked with an X.

CREW AVAILABLE FOR TASKING

POSITION	NAME (Day Duty)	NAME (Night Duty)	NAME(Tomorrow)
PILOT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
AIRCREW OFFICER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
RESCUE CREW OFFICER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DOCTOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PARAMEDIC ICP/ACP	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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MONTHLY DOWNTIME REPORT FOR [REDACTED]

From: [REDACTED]

Cat 1 Aircraft Call Sign: [REDACTED]

Drop Down Menu - The drop down menu field provides a selection from which you can choose. These can be selected through clicking on the arrow or the field itself and moving the cursor down to the appropriate text.

1. DOWNTIME DETAILS

	PERIOD/S OF DOWNTIME				REASON	DETAILS	BACKUP AIRCRAFT
	From Date	Time	To Date	Time			
1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
2	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
TOTAL DOWNTIME (00:00)					[REDACTED]	[REDACTED]	[REDACTED]

2. BACK UP AIRCRAFT PROVIDED

	PERIOD/S OF DOWNTIME				TOTAL (00:00)
	From Date	Time	To Date	Time	
1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
2	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
TOTAL DOWNTIME (00:00)					[REDACTED]

3. NO BACKUP AIRCRAFT PROVIDED

	PERIOD/S OF DOWNTIME				TOTAL (00:00)	REASON
	From Date	Time	To Date	Time		
1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
2	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
TOTAL DOWNTIME (00:00)					[REDACTED]	[REDACTED]

SCHEDULE 1: AIRCRAFT CONFIGURATION

1. CATEGORY 1 AIRCRAFT CONFIGURATION

1.1 AEROMEDICAL CONFIGURATION OF THE AIRCRAFT

- a) a patient stretcher system with the following capabilities:
 - i) ability to configure to dual litter with one (1) stretcher bridge (as a minimum), and
 - ii) ability to transport a neonatal intensive care cot (neo-cot or similar);
- b) Interior configuration to be a minimum of two (2) clinical crew and two (2) stretcher patients (4 persons) and to allow for various combinations of the same (e.g. one stretcher patient/ three (3) crew);
- c) a full medical oxygen system with 1640 litres installed for in-cabin supply and provision to carry up to 980 litres installed for in-cabin supply as portable equipment (The oxygen system must comply with CASA regulatory requirements.);
- d) electric powered suction equipment inlets/outlets;
- e) intravenous equipment inlets/outlets and a hanging rack for intravenous equipment;
- f) installation of electrical wiring with outlets of 12 volts (minimum of two (2) outlets);
- g) high intensity adjustable field of work medical lighting suitable to night flying;
- h) suitable in-cabin storage areas for the stowage of medical equipment including a twelve (12) kg defibrillator;
- i) lightweight fluid containment floor; and
- j) IV hooks or suitable tracks on cabin ceiling.

1.2 AIR RESCUE / OTHER CONFIGURATION OF THE AIRCRAFT

- a) In the case of aircraft operated with a single pilot only, analogue/digital 3 axis autopilot/ Flight Director compatible with GPS navigation systems for single pilot operations;
- b) doors of sufficient size to allow for:
 - i) winching of a stretcher patient into the cabin in-flight,
 - ii) loading of a neonatal intensive care cot; and
 - iii) to facilitate the provision of the Service.
- c) easy reconfiguration between EMS/SAR or sling load operations;
- d) night search light of a minimum of 30 million candle power;
- e) if undertaking a night winch, sufficient generator capacity to complete a night winch with the search light operating;
- f) removable rescue winch capable of two (2) person vertical extraction with minimum capacity of 270 kg, operable from both the pilot's collective and the winch operator's position. (The pilot is to be able to override the winch operator.);
- g) capability to winch a stretcher patient into the cabin in flight;
- h) water bombing capability (e.g. fire fighting bucket) with associated foam unit (this water bombing capability is desirable but not mandatory); and
- i) a cargo hook compatible with water bombing operations (minimum 700kg) (desirable but not mandatory).

1.3 COMMUNICATIONS/NAVIGATION

- a) communication capability such as satellite/CDMA telephone, UHF and VHF radios, UHF CB radio, HF radio for communicating with each of the Tasking Agencies;
- b) simultaneous and independent communication capability for use by Flight Crew and Tasking Agency personnel on board the aircraft (i.e. Flight Crew must be able to configure the intercom system to permit isolation of Flight Crew from Tasking Agency personnel);
- c) a navigation suite that meets Civil Aviation Safety Authority (CASA) requirements for IFR operations including:
 - i) a GPS navigation system certified for IFR use; and
 - ii) a homing system capable of detection and location of 121.5/406 MHZ EPIRB (Must be capable of 406MHZ EPIRB detection by no later than February 2009); and
- d) installation of aircraft tracking technology as agreed by the QEMS Aeromedical Sub-Committee in consultation with all service providers within the Queensland Helicopter Network.

2. CATEGORY 1B AIRCRAFT CONFIGURATION

2.1 AEROMEDICAL CONFIGURATION OF THE AIRCRAFT

- a) a patient stretcher system with the following capabilities:
 - i) ability to configure to single litter with one (1) stretcher bridge (as a minimum); and (but not concurrently)
 - ii) ability to transport a neonatal intensive care cot (neo-cot or similar);
- b) interior configuration to be up to two (2) clinical crew;
- c) a full medical oxygen system with 1640 litres installed for in-cabin supply and provision to carry up to 980 litres installed for in-cabin supply as portable equipment (The oxygen system must comply with CASA regulatory requirements.);
- d) electric powered suction equipment inlets/outlets;
- e) intravenous equipment inlets/outlets and a hanging rack for intravenous equipment;
- f) installation of electrical wiring with outlets of 12 volts (minimum of two (2) outlets);
- g) high intensity adjustable field of work medical lighting suitable to night flying;
- h) suitable in-cabin storage areas for the stowage of medical equipment including a twelve (12) kg defibrillator;
- i) lightweight fluid containment floor; and
- j) IV hooks or suitable tracks on cabin ceiling.

2.2 AIR RESCUE / OTHER CONFIGURATION OF THE AIRCRAFT

- a) in the case of aircraft operated with a single pilot only, analogue/digital 3 axis autopilot/ Flight Director compatible with GPS navigation systems;
- b) doors of sufficient size to facilitate the provision of the Service;
- c) easy reconfiguration between EMS/SAR or sling load operations;
- d) night search light of a minimum of 30 million candle power;
- e) removable rescue winch capable of two (2) person vertical extraction with minimum capacity of 270 kg, operable from both the pilot's collective and the winch operator's position. (The pilot is to be able to override the winch operator.) (desirable but not mandatory);

- f) water bombing capability (e.g. fire fighting bucket) with associated foam unit (this water bombing capability is desirable but not mandatory); and
- g) a cargo hook compatible with water bombing operations (minimum 700kg) (desirable but not mandatory).

2.3 COMMUNICATIONS/NAVIGATION

- a) communication capability such as satellite/CDMA telephone, UHF and VHF radios, UHF CB radio, HF radio for communicating with each of the Tasking Agencies;
- b) simultaneous and independent communication capability for use by Flight Crew and Tasking Agency personnel on board the aircraft (i.e. Flight Crew must be able to configure the intercom system to permit isolation of Flight Crew from Tasking Agency personnel);
- c) a navigation suite that meets Civil Aviation Safety Authority (CASA) requirements for IFR operations including:
 - i) a GPS navigation system certified for IFR use; and
 - ii) a homing system capable of detection and location of 121.5/406 MHZ EPIRB (Must be capable of 406MHZ EPIRB detection by no later than February 2009); and
- d) Installation of aircraft tracking technology as agreed by the QEMS Aeromedical Sub-Committee in consultation with all service providers within the Queensland Helicopter Network.

3. CATEGORY 2 AIRCRAFT CONFIGURATION

3.1 AEROMEDICAL CONFIGURATION OF THE AIRCRAFT

- a) a patient stretcher system with the ability to configure to single litter with stretcher bridge (as a minimum);
- b) interior configuration to be up to two (2) clinical crew;
- c) a full medical oxygen system with 1640 litres installed for in-cabin supply and provision to carry up to 980 litres installed for in-cabin supply as portable equipment (The oxygen system must comply with CASA regulatory requirements.);
- d) electric powered suction equipment inlets/outlets;
- e) intravenous equipment inlets/outlets and a hanging rack for intravenous equipment;
- f) installation of electrical wiring with outlets of 12 volts (minimum of two (2) outlets);
- g) suitable in-cabin storage areas for the stowage of medical equipment including a twelve (12) kg defibrillator;
- h) lightweight fluid containment floor; and
- i) IV hooks or suitable tracks on cabin ceiling.

3.2 AIR RESCUE / OTHER CONFIGURATION OF THE AIRCRAFT

- a) doors of sufficient size to facilitate the provision of the Service ;
- b) easy reconfiguration between EMS/SAR or sling load operations;
- c) removable rescue winch capable of one(1) person vertical extraction with minimum capacity of 135 kg, operable from both the pilot's collective and the winch operator's position. (The pilot is to be able to override the winch operator.);
- d) capability to winch a stretcher patient into the cabin in-flight;

- e) water bombing capability (e.g. fire fighting bucket) with associated foam unit (this water bombing capability is desirable but not mandatory); and
- d) a cargo hook compatible with water bombing operations (minimum 700 kg) (desirable but not mandatory).

3.3 COMMUNICATIONS/NAVIGATION

- a) communication capability such as satellite/CDMA telephone, UHF and VHF radios, UHF CB radio, HF radio for communicating with each of the Tasking Agencies;
- b) simultaneous and independent communication capability for use by Flight Crew and Tasking Agency personnel on board the aircraft (i.e. Flight Crew must be able to configure the intercom system to permit isolation of Flight Crew from Tasking Agency personnel);
- c) a navigation suite that meets Civil Aviation Safety Authority (CASA) requirements for Day and Night VFR operations including:
 - i) a GPS navigation system; and
 - ii) a homing system capable of detection and location of 121.5/406 MHZ EPIRB (Must be capable of 406MHZ EPIRB detection by no later than February 2009); and
- d) installation of aircraft tracking technology as agreed by the QEMS Aeromedical Sub-Committee in consultation with all service providers within the Queensland Helicopter Network.

SCHEDULE 2: SERVICE

Activities:

"Aeromedical Operations"

means support for aeromedical operations including:

- Primary,
- Primary Motor Vehicle Accident (MVA),
- Inter-Facility Transfer (IFT);
- IFT neo-natal; and
- transport of medical teams and equipment (nil patients) for large scale aeromedical operations.

"Fire and Rescue Operations"

means support for authorised QFRS operations including:

- crew and /or equipment transfer to incidents including under slung loads;
- fire reconnaissance or observation; and
- fire water bombing/fire retardant (desirable but not mandatory).

"Urgent QPS Responsibilities"

means support for authorised emergency police operations including:

- Search and Rescue operations (SAR); and
- Law enforcement.

"Emergency Management Operations"

means support for authorised emergency management operations (i.e. Counter Disaster) including:

- evacuations;
- re-supply
- personnel and equipment transfer;
- reconnaissance and damage assessment; and
- official transport.

"Training"

means training for tasking agency personnel in accordance with clause 10.10 (i)

SCHEDULE 3: PILOT QUALIFICATIONS AND REGENCY REQUIREMENTS

1. CHIEF PILOT AND PILOT QUALIFICATIONS

1.1. CHIEF PILOT

In addition to the pilot qualifications listed in 1.2, the Chief Pilot must be approved by the CASA as a Chief Pilot.

1.2. PILOT

- (a) 2500 hours' piloting or between 2000 hours and 2500 hours (provided that the pilot has substantial aeromedical experience and more than 200 hours' night flying experience or other equivalent experience as agreed between the parties);
 - (b) at least ten (10) hours on the helicopter class, in command under supervision, or dual pilot, or pilot in command, of which at least five (5) hours are at night
 - (c) licences, ratings and endorsements as required by the scope of the operations;
 - (d) current command instrument rating;
 - (e) 1500 hours as pilot-in-command (helicopter);
 - (f) 500 hours' turbine engine experience (helicopter);
 - (g) 100 hours' night flying experience; and
 - (h) current Class 1 medical;
- or other standards as determined by ENHAG

2. PILOT AND CHIEF PILOT REGENCY REQUIREMENTS

REQUIREMENT	CHECKS
Command Instrument Rating Test	12 months
Night Operations Check (including NVFR)	12 months
In-Flight Emergency Procedures Check	12 months
Land Winch – Night	12 months
Water Winch – Day	12 months
Sling Operations	12 months
Fire Fighting Bucket Operations	24 months
Fire Fighting Bucket Ground Refamiliarisation	12 months
Aircrew Medical	12 months
Emergency Procedures (refer to CAO 20.11 as a guide)	12 months
Dangerous Goods Awareness	24 months
Helicopter Underwater Escape Training	36 months
Crew Resource Management	24 months

SCHEDULE 4: RESCUE CREW OFFICER QUALIFICATIONS, RECENCY REQUIREMENTS AND SKILLS AND KNOWLEDGE**1. RESCUE CREW OFFICER QUALIFICATIONS**

- a) current Advanced Resuscitation Certificate;
- b) current recognised First Aid certificate;
- c) current Class 2 medical;
- d) a physical fitness test as agreed by the Department of Emergency Services and the Community Helicopter Providers.

2. RESCUE CREW OFFICER RECENCY REQUIREMENTS

REQUIREMENT	CHECKS
Over Water Operations – Day	12 months
Night Operations Check	12 months
Land Winch – Night	12 months
Water Winch – Day	12 months
Vessel transfers	12 months
Sling Operations	12 months
Search and Rescue Drops	24 months
Fire Fighting Bucket Operations	24 months
Emergency Procedures (refer to CAO 20.11 as a guide)	12 months
Dangerous Goods Awareness	24 months
Helicopter Underwater Escape Training	36 months
QAS First Aid Certification	36 months
Fitness Assessment	4 months
Crew Resource Management	24 months

SCHEDULE 5: WINCH OPERATOR QUALIFICATIONS, REGENCY REQUIREMENTS AND SKILLS AND KNOWLEDGE

1. WINCH OPERATOR QUALIFICATIONS

- a) current Advanced Resuscitation Certificate;
- b) current recognised First Aid certificate;
- c) current Class 2 medical;
- d) current winch operator's endorsement in accordance with the provisions of CAO 29.11;
- e) completion of winch training appropriate to winch type; and
- f) a physical fitness test as agreed by the Department of Emergency Services and the Community Helicopter Providers.

2. WINCH OPERATOR REGENCY REQUIREMENTS

REQUIREMENT	CHECKS
Over Water Operations – Day	12 months
Night Operations Check	12 months
Land Winch – Night	12 months
Water Winch – Day	12 months
Vessel transfers	12 months
Sling Operations	12 months
Search and Rescue Drops	24 months
Fire Fighting Bucket Operations	24 months
Emergency Procedures (refer to CAO 20.11 as a guide)	12 months
Dangerous Goods Awareness	24 months
Helicopter Underwater Escape Training	36 months
QAS First Aid Certification	36 months
Fitness Assessment	4 months
Crew Resource Management	24 months

SCHEDULE 6: OPERATIONAL NOTIFICATION REPORT**Insert Logos and address at top of page**To: QCC Fax/email
HSUQPS Fax/email
QFRS Fax/email

From:

Tasking Telephone No:

After Hours Telephone No:

TIME:**DATE:****OPERATIONAL AVAILABILITY**

CATEGORY 1		CATEGORY 1B <input type="checkbox"/>		CATEGORY 2 <input type="checkbox"/>	
<input type="checkbox"/> Available <input type="checkbox"/> Unavailable <input type="checkbox"/> Restricted		<input type="checkbox"/> Available <input type="checkbox"/> Unavailable <input type="checkbox"/> Restricted		<input type="checkbox"/> Available <input type="checkbox"/> Unavailable <input type="checkbox"/> Restricted	
If unavailable, proposed backup:					
REASON FOR UNAVAILABILITY/ RESTRICTED AVAILABILITY: <input type="checkbox"/> Scheduled Mtce <input type="checkbox"/> Training <input type="checkbox"/> Other <input type="checkbox"/> Unscheduled Mtce <input type="checkbox"/> Fatigue		REASON FOR UNAVAILABILITY/ RESTRICTED AVAILABILITY: <input type="checkbox"/> Scheduled Mtce <input type="checkbox"/> Training <input type="checkbox"/> Other <input type="checkbox"/> Unscheduled Mtce <input type="checkbox"/> Fatigue			
Details:		Details:			
EXPECTED PERIOD OF UNAVAILABILITY/RESTRICTED AVAILABILITY Start Date: Start Time: Finish Date: Finish Time:		EXPECTED PERIOD OF UNAVAILABILITY/RESTRICTED AVAILABILITY Start Date: Start Time: Finish Date: Finish Time:			
Aircraft Type:		Aircraft Type:			
Call Sign:		Call Sign:			
Mobile Phone:		Mobile Phone:			
Satellite Phone:		Satellite Phone:			
Winch	<input type="checkbox"/> Yes <input type="checkbox"/> No	Winch	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Electronic Homer	<input type="checkbox"/> Yes <input type="checkbox"/> No	Electronic Homer	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Nightsun	<input type="checkbox"/> Yes <input type="checkbox"/> No	Nightsun	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Firefighting Bucket	<input type="checkbox"/> Yes <input type="checkbox"/> No	Firefighting Bucket	<input type="checkbox"/> Yes <input type="checkbox"/> No		
FLIR	<input type="checkbox"/> Yes <input type="checkbox"/> No	FLIR	<input type="checkbox"/> Yes <input type="checkbox"/> No		

CREW AVAILABLE FOR TASKING

POSITION	NAME (Day Duty)	NAME (Night Duty)	NAME(Tomorrow)
PILOT			
AIRCREW OFFICER			
RESCUE CREW OFFICER			
DOCTOR			
PARAMEDIC ICP/ACP			

SCHEDULE 7: MONTHLY NOTIFICATION IN ADVANCE REPORT**Insert Logos and address at top of page**

To: QCC Fax/email QPS Fax/email
HSU helicopterservices@emergency.qld.gov.au QFRS Fax/email

From:

Date:

Please note: A separate form must be submitted for each aircraft.

☐ CAT 1 AIRCRAFT ☐ CAT 1B AIRCRAFT ☐ CAT 2 AIRCRAFT

AIRCRAFT AVAILABILITY: ☐ Available ☐ Unavailable ☐ Restricted

SCHEDULED MAINTENANCE DETAILS

PERIOD/S OF DOWNTIME				USE OF BACKUP AIRCRAFT
From		To		
Date	Time	Date	Time	

TRAINING DETAILS

PERIOD/S OF DOWNTIME				USE OF BACKUP AIRCRAFT
From		To		
Date	Time	Date	Time	

PROMOTIONAL ACTIVITIES DETAILS

PERIOD/S OF DOWNTIME				USE OF BACKUP AIRCRAFT
From		To		
Date	Time	Date	Time	

OTHER DETAILS

PERIOD/S OF DOWNTIME				USE OF BACKUP AIRCRAFT
From		To		
Date	Time	Date	Time	

SCHEDULE 8: NIGHT HELICOPTER OPERATIONS

1. GENERAL

- (a) The pilot in command, in conjunction with the aircrew, must be satisfied that all factors have been assessed and that adequate information is available to effectively reduce and manage all associated risk. In all circumstances, the Pilot in Command must ensure compliance with CAR 224, as applicable to the category of operation.
- (b) All available information should be obtained prior to departure, which could include:
 - details of an accurate position, preferably latitude and longitude;
 - local weather;
 - obstacles;
 - power lines;
 - local terrain and geographical features;
 - available lighting; and
 - communications on site.

(It is recognised that some information may not be available before departure but updates may be provided during flight.)

- (c) A request should be made for landing surrounds to be lit to the greatest extent possible.
- (d) The pilot should brief all aircrew prior to departure, including procedures for aircraft emergencies. (When aircrew are fully trained in procedures, the pilot may advise the aircrew that the flight will be in accordance with Standard Operating Procedures (SOPs), rather than providing a lengthy brief on each occasion.)
- (e) All night landings and takeoffs, in particular night landings and takeoffs to unfamiliar locations, are to be pre-planned, briefed and coordinated prior to descending from LSALT.
- (f) Except when undertaking operations under a CASA exemption to descend below LSALT (covered in clause 5) or descent in accordance with the operator's CASA approved NVG procedures, the aircraft must not descend below LSALT, MSA or Radar LSALT, unless visual and within three nautical miles of the planned landing site.

2. NIGHT LANDINGS ON FLOATING PONTOONS OR SAND CAYS

- (a) The pilot must not land on floating pontoons or sand cays at night unless adequate ground lighting has been set up or installed for the landing.
- (b) The floating pontoon must be approved for the weight and class of helicopter.

3. NIGHT VFR OPERATIONS

- (a) The pilot must consult all available sources, including details of moon rise, set and phase, to determine the level of celestial lighting prior to departure.
- (b) The combination of celestial lighting, ground lighting and ambient lighting must be sufficient to enable the helicopter to be flown and navigated by visual reference to the ground or water.
- (c) Actual cloud coverage that may affect the available celestial lighting, ground lighting and ambient lighting must also be assessed prior to departure.
- (d) Because of the greater risks associated with night VFR over water transit operations, such operations should only be considered when celestial lighting is favourable and there is a visible horizon. Alternate routes to maximise flight time over land as much as practicable should be considered where possible.

4. NIGHT WINCHING

- (a) The pilot in command, in conjunction with the aircrew, must be satisfied that all other means of retrieval have been investigated prior to conducting a night winch.

SCHEDULE 8 CONTINUED

- (b) The pilot's brief prior to departure should include the winch operator duties with specific reference to winch emergencies and cable cut responsibility, in the event of cable fouling or engine failure. (When aircrew are fully trained in procedures, the pilot may advise aircrew that the flight will be in accordance with SOPs, rather than providing a lengthy brief on each occasion.)
 - (c) The minimum crew for night winching operations over land, sea or from a vessel (other than when the aircraft is in the hover and the rescue crew officer is down the wire) is to be a pilot and a qualified winch operator and a rescue crew officer (one of whom is to be trained in giving clearances at night).
 - (d) The meteorological conditions for night winching operations must permit the aircrew to see the target or its immediate environment from the LSALT in order to ensure a safe visual descent clear of terrain and obstacles.
 - (e) The helicopter must remain clear of cloud and the target must remain in sight at all times.
 - (f) All equipment and lighting must meet the requirements specified in CAO 20.18 and 29.11.
 - (g) The winch electrical cable cut facility is to be fully serviceable.
 - (h) A high-powered night searchlight should be fitted and operating for a night winch
- 5. OPERATIONS UNDER CASA EXEMPTION TO DESCEND BELOW LSALT**
- (a) When conducting a search, the pilot must first identify the designated search area prior to descending below LSALT. The crew must brief the size of the search area to operate in and be fully aware of all obstacles within the specified area. Transit to and from the specified search area must be conducted at LSALT.
 - (b) Notwithstanding (a), the pilot may transit over sea and land below LSALT, to and from specified locations in accordance with a CASA exemption:
 - (i) for specific approved low level routes; or
 - (ii) for specific approved areas; or
 - (iii) for permitted transit for specific areas identified in its operations manual.
 - (c) Notwithstanding (a), the pilot may transit over sea and land below LSALT in accordance with the operator's CASA approved NVG procedures.

SCHEDULE 9: STATISTICAL REPORTS

MONTHLY STATISTICS

TASK NO.	DATE	TASKING AGENCY	PRIMARY			SHELTER			QPS			FIRE OPS			DISASTER OPS			TASKING AGENCY			CANCELLED TASKS	
			Flying Hours	Engine Hours	Primary MVA	Flying Hours	Engine Hours	Primary MVA	Flying Hours	Engine Hours	Primary MVA	Flying Hours	Engine Hours	Primary MVA	Flying Hours	Engine Hours	Primary MVA	Flying Hours	Engine Hours	Primary MVA	Flying Hours	Engine Hours
1																						
2																						
3																						
4																						
5																						
6																						
7																						
8																						
9																						
10																						
11																						
12																						
13																						
14																						
15																						
16																						
17																						
18																						
19																						
20																						

TASK NO.	HELICOPTER RESPONSE (00:00)	BOOKED (YES OR NO)	TOTAL DAY TIME (00:00)	TOTAL NIGHT TIME (00:00)	TIME ON GROUND (00:00)	TOTAL TIME (00:00)	TOTAL TIME (00:00)	DESTINATION (Primary Location / Secondary Location)	NO. OF PATIENTS	PURPOSE / COMMENT
1							0.00			
2							0.00			
3							0.00			
4							0.00			
5							0.00			
6							0.00			
7							0.00			
8							0.00			
9							0.00			
10							0.00			
11							0.00			
12							0.00			
13							0.00			
14							0.00			
15							0.00			
16							0.00			
17							0.00			
18							0.00			
19							0.00			
20							0.00			

MONTHLY STATISTICS (Cont'd)

Note: Monthly Statistics Reports to be submitted individually for each aircraft.

MONTHLY STATISTICS	STATE OF QUEENSLAND	SUNSHINE COAST	OTHER	TOTAL
PRIMARY	0.00	0.00	0	0
PRIMARY MVA	0.00	0.00	0	0
IFT	0.00	0.00	0	0
IFT NEONATAL	0.00	0.00	0	0
OPS SAR	0.00	0.00	0	0
LAW ENFORCE	0.00	0.00	0	0
FIRE OPS	0.00	0.00	0	0
DISASTER OPS	0.00	0.00	0	0
TRAINING	0.00	0.00	0	0
OTHER	0.00	0.00	0	0
CANCELLED TASKS	0.00	0.00	0	0
TOTAL	0.00	0.00	0	0

MONTHLY STATISTICS	STATE OF QUEENSLAND	SUNSHINE COAST	OTHER	TOTAL
0.00	0.00	0.00	0.00	0.00

QUARTERLY STATISTICS

TASK TYPE	TOTAL PENDING OPS	TOTAL PENDING INJURY	TOTAL OPS	TOTAL INJURY	TOTAL TASKS
PRIMARY					
PRIMARY MVA					
IFT					
IFT NEONATAL					
QPS SAR					
LAW ENFORCE					
FIRE OPS					
DISASTER OPS					
TRAINING					
OTHER					
CANCELLED TASKS					
TOTALS					

Note: Quarterly Statistics are not required to be submitted under the contract, however they form part of the electronic calculations and will automatically roll up. Therefore, when the monthly statistics are submitted DES the Department will automatically receive the quarterly Statistics calculations. Please do not remove these from the electronic version provided.

YEARLY STATISTICS

TASK TYPE	TOTAL FLYING HOURS	TOTAL ENGINE HOURS	TOTAL DAY HOURS	TOTAL NIGHT HOURS	TOTAL TASKS	TOTAL NUMBER OF PATIENTS
PRIMARY						
PRIMARY MVA						
IFT						
IFT NEONATAL						
QPS SAR						
LAW ENFORCE						
FIRE OPS						
DISASTER OPS						
TRAINING						
OTHER						
CANCELLED TASKS						
TOTALS						

SCHEDULE 10: MONTHLY DOWNTIME REPORT

Insert Logos and address at top of page

MONTHLY DOWNTIME REPORT FOR

From:

Cat 1 Aircraft Call Sign:

1. DOWNTIME DETAILS

	PERIOD/S OF DOWNTIME			REASON	DETAILS	BACKUP AIRCRAFT
	From Date	To Time	Time			
1				Scheduled Maintenance		CAT 1B
2				Scheduled Maintenance		CAT 1B
3				Scheduled Maintenance		CAT 1B
4				Scheduled Maintenance		CAT 1B
TOTAL DOWNTIME (00:00)						

2. BACK UP AIRCRAFT PROVIDED

	PERIOD/S OF DOWNTIME			TOTAL (00:00)
	From Date	To Time	Time	
1				
2				
3				
4				
TOTAL DOWNTIME (00:00)				

3. NO BACKUP AIRCRAFT PROVIDED

	PERIOD/S OF DOWNTIME			TOTAL (00:00)	REASON
	From Date	To Time	Time		
TOTAL DOWNTIME (00:00)					

SCHEDULE 10: MONTHLY DOWNTIME REPORT (CONT'D)

3. REJECTED TASKS

DATE	TIME	TASK DETAILS	REASON FOR REJECTION
TOTAL NUMBER OF REJECTED TASKS			

SCHEDULE 11: - AUDITS

AUDITOR:

AUDITED ORGANISATION:

DATE:

NO	ITEM	ACCEPTABLE OR UNACCEPTABLE	CRITICAL OR NOT CRITICAL	ACTION REQUIRED	ACTION TAKEN / PLANNED	DATE COMPLETED / PLANNED DATE
1.	BASE DOCUMENTATION					
1.1	AOC	Acceptable	Critical			
1.2	Approvals / Permits	Acceptable	Critical			
1.3	Operations Manual	Acceptable	Critical			
1.4	Mission / Task Records	Acceptable	Critical			
1.5	Operations Library	Acceptable	Critical			
2.	FLIGHT CREW DOCUMENTATION					
2.1	Duty and Flight Time	Acceptable	Critical			
2.2	Training and Checking	Acceptable	Critical			
2.3	Flight Crew License and Medical Certificate	Acceptable	Critical			
2.4	Flight Crew Logbooks	Acceptable	Critical			
3.	PERSONNEL					
3.1	Key Appointments	Acceptable	Critical			
3.2	Staffing Levels and Roster System	Acceptable	Critical			
3.3	Fatigue Risk Management System	Acceptable	Critical			

NO	ITEM	ACCEPTABLE OR UNACCEPTABLE	CRITICAL OR NOT CRITICAL	ACTION REQUIRED	ACTION TAKEN / PLANNED	DATE COMPLETED / PLANNED DATE
4.	SAFETY MANAGEMENT SYSTEM					
4.1	SMS Manual	Acceptable	Critical			
4.2	Documentation & Records	Acceptable	Critical			
4.3	Occurrence Reporting	Acceptable	Critical			
4.4	Action Records	Acceptable	Critical			
5.	SAFETY AND ROLE EQUIPMENT					
5.1	Condition & Serviceability	Acceptable	Critical			
5.2	Currency Records	Acceptable	Critical			
6.	APPROVED SYNTHETIC TRAINER					
6.1	Approval & Op Manual	Acceptable	Critical			
6.2	Records	Acceptable	Critical			
7.	MAINTENANCE PROCEDURES					
7.1	Certificate of Approval	Acceptable	Critical			
7.2	Key Appointments / Approvals	Acceptable	Critical			
7.3	Maintenance Publications & Technical Data	Acceptable	Critical			
7.4	Regulatory References	Acceptable	Critical			
7.5	Maintenance Publications	Acceptable	Critical			
7.6	Aircraft Logbook / system of Maintenance	Acceptable	Critical			

NO	ITEM	ACCEPTABLE OR UNACCEPTABLE	CRITICAL OR NOT CRITICAL	ACTION REQUIRED	ACTION TAKEN / PLANNED	DATE COMPLETED / PLANNED DATE
7.7	Maintenance Records	Acceptable	Critical			
7.8	Tools & Equipment	Acceptable	Critical			
7.9	Stores Procedures / Records	Acceptable	Critical			
8.	AIRCRAFT					
8.1	Approved Flight Manual	Acceptable	Critical			
8.2	Maintenance Release	Acceptable	Critical			
8.3	MEL	Acceptable	Critical			
8.4	Clinical Equipment Installation	Acceptable	Critical			
9.	BASE WORKPLACE HEALTH AND SAFETY					
9.1	Policy	Acceptable	Critical			
9.2	Application / documentation	Acceptable	Critical			
9.3	Base Facilities	Acceptable	Critical			

SCHEDULE 12: FINANCIAL REPORT

Prepared on the following basis: cash or accrual (CIRCLE)

PROVIDER:

YEAR TO DATE ACTUALS TO PERIOD ENDING / /

Note		Actual (\$) Year to Date	Budget (\$) Year to Date	Annual Budget (\$)	Comments (significant variations; other)
	Receipts				
	Emergency Services Grant				
1	Donations/Sponsorships > \$50,000				
	Other Receipts				
	Donations				
	Interest				
	Sundry Receipts				
	Expenditure				
	Operating				
	Lease fees				
	Hourly flying charges				
	Loan repayments-Aircraft				
2	Loan repayments-other operational				
	Interest repayments				
3	Repairs, maintenance, parts				
	Fuel				
4	Operational salaries/wages				
	Operational super/payroll tax				
5	Other operating expenses				
	Insurance				
	Administrative				
6	Administrative salaries/wages				
	Administrative super/payroll tax				
	Workers Compensation Insurance				
	Fringe Benefits Tax				
7	Premises costs				
8	Other Administrative costs				
	Marketing/Selling				

	Fundraising Costs				
	Consultants				
	Salaries and wages				
	Capital Purchases				
9	Operational				
10	Administrative				
	Borrowings				
	Bank overdraft				
	Loans, bank bills				
11	Cash Position				
	Cash at bank				
	Term Investments				
	Other Investments				
	Accounts Payable				
	Accounts Receivable				
	Non-financial Information				
		Actual Year	Annual		
		to Date	Forecast		
	Number of Flying Hours				

Notes: This is a reporting mechanism for six monthly financial reports required by the Department of Emergency Services. This report should be completed on a cash or accrual basis and should not include depreciation, amortisation or provisions. All amounts are to be GST exclusive.

Year to date actuals are to be reported at the end of each quarter reporting the Annual Financial Year Budget. Requests for minor variations to improve compatibility with Providers' Chart of Accounts or accounting program reporting characteristics may be approved by the Department.

Complete lines only where applicable. Lines can be added where necessary.

1. Detail individual sponsors in "Comments" column. Indicate if this amount is 'one off', annual, quarterly, etc.
2. For operational equipment and facilities only. Please indicate type of equipment in "comments".
3. For large payments, indicate in "Comments" column any 'one off', annual or 1/2 yearly payment.
4. Group tax should be dissected and shown under Admin and Operational salaries. If not, show group tax on a separate line.
5. E.g. Insurance, motor vehicles.
6. E.g. rent, electricity, rates.
7. E.g. stationery, postage, marketing, motor vehicle expenses.
8. E.g. Aircraft and operational equipment (defibrillators).
9. E.g. motor vehicles, office equipment.
10. Position as at the end of the six monthly reporting period.

Prepared by:

Signature:

Date:

Endorsed by:

Signature:

Date:

SCHEDULE 13: PRIVACY DEED

ACCESS TO PERSONAL INFORMATION

THIS PRIVACY DEED is effective theday of 200.. and is made

Between XXXXXX Ltd ACN ***** ("the Contractor") of the one part and [Insert name of the Approved Party] ("the Approved Party") of the other part

RECITALS

- A. The Approved Party is an employee, agent or subcontractor of the Contractor.
- B. The Contractor has entered into an Contract with the State of Queensland represented by the Department of Emergency Services ("the Department") for the provision of aeromedical, air rescue and other emergency services ("the Services"), which may include access to information that contains Personal Information.
- C. In the course of dealing with the Contractor, the Approved Party may also have access to the Personal Information.
- D. The Personal Information will be subject to the Information Privacy Principles contained in Information Standard 42 issued under the authority of ss 22(2) and 56(1) of the *Financial Management Standard 1997*.
- E. The Contractor has undertaken that in the performance of the Contract with the Department that it will comply with the Information Privacy Principles referred to in Recital D and has made other undertakings in relation to the collection, use, handling, distribution and disclosure of the Personal Information.
- F. The Contractor is required by the Department under the Contract to obtain from its Approved Party a Privacy Deed relating to the Personal Information and to inform the Approved Party that failure to comply with the undertakings contained in the deed may lead the Contractor to take action against the Approved Party.
- G. The Parties have in consequence entered into this Privacy Deed.

OPERATIVE PROVISIONS

1. DEFINITIONS

- 1.1 In this Privacy Deed, the following terms have the following meanings—
 - (a) "Contract" means the agreement between the Department and the Contractor referred to in Recital B;
 - (b) "Approved Party" means any employee, agent or subcontractor through which the Contractor is authorised by the Department to supply the Services to the Department;
 - (c) "Contractor" means the entity that has entered into the Contract with the Department and where the context so requires, includes its officers and employees;
 - (d) "Financial Management Standard 1997" means the *Financial Management Standard 1997* issued under the *Financial Administration and Audit Act 1977 (Qld)*;
 - (e) "Parties" means both the Contractor and the Approved Party;
 - (f) "Party" means, as appropriate, either the Contractor or the Approved Party;
 - (g) "Personal Information" means information or an opinion (including information or an opinion forming part of a database), whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained, from the information or opinion.

2. PERSONAL INFORMATION

- 2.1 The Approved Party acknowledges that Personal Information is, for the purposes of the Information Privacy Principles and this Privacy Deed, information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.

3. APPROVED PARTY'S UNDERTAKING

- 3.1 The Approved Party undertakes -
 - (a) not to access, use, modify, disclose or retain any Personal Information of the Department and that he or she has acquired from the Department, except for the purpose for which the Personal Information was acquired; and

- (b) in addition to any direction as to particular measures specified by the Department, to take all reasonable measures to ensure that any Personal Information held in connection with the Contract is protected against loss, unauthorised access, use, modification or disclosure and against other misuse.

4. BREACH

- 4.1 The Approved Party acknowledges that failure to comply with this Privacy Deed may lead to action being taken by the Contractor against the Approved Party, which may include termination of his or her agreement with the Contractor.

5. SURVIVING OBLIGATIONS

- 5.1 The undertakings made in this Privacy Deed by the Approved Party will survive both the termination and expiry of the Contract and the termination or expiry of the Approved Party's Contract with the Contractor.

6. ACKNOWLEDGEMENT BY APPROVED PARTY

- 6.1 The Approved Party undertakes that in signing this Privacy Deed -

- (a) he or she understands the Contractor's responsibilities in relation to information privacy;
- (b) he or she will not access, use, disclose or retain Personal Information except in relation to the purpose for which the Personal Information was acquired; and
- (c) he or she understands the possible consequences of a breach of this undertaking.

7. VARIATIONS AND AMENDMENTS

- 7.1 No term or provision of this Privacy Deed may be amended or varied unless such amendment or variation is reduced to writing and signed by the Parties.

8. APPLICABLE LAW

- 8.1 This Privacy Deed shall be governed and construed in all respects in accordance with the laws of Queensland.
- 8.2 The Parties submit to the jurisdiction applicable to the Courts of Queensland in respect of all matters arising under this Privacy Deed.

Executed by the Parties as a Deed

THE COMMON SEAL of

XXXXXX LTD

ACN *****

was affixed by.....

a Director and

a Director/Secretary and was duly delivered in the presence of:

.....
[insert name of witness]

this day of 200..

.....
[signature of Director]

.....
[signature of Director/Secretary]

.....
[affix Common Seal in above space]

SIGNED SEALED AND DELIVERED

by

[insert name of the Approved Party]

In the presence of:

.....
[insert name of witness]

this day of 200..

.....
[signature of Approved Party]

[End of Schedule]

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