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## Call When Needed Register

### Supply of Light Fixed Wing Aircraft Services

### Supply of Fixed Wing Transport Aircraft Services

# Specification for Services

## CWN/LFWT Spec 2011-2012

*Please Note:*

- *this Specification including the various schedules and annexures, is provided as a basis on which to offer the Service specified. None of the information provided in the Specification should be taken as firm nor should any clauses be read as conditions that will necessarily apply to any future Specification, agreement or arrangement between the State and the CWN Aircraft Operator(s).*
- *statements written in italics and/or contained within boxes are provided as a means of explanation or for information purposes only.*

Note: Included in schedule 2 - Services

- General Conditions of Charter
- Light Fixed Wing Aircraft Capability and Equipment
- Transport Aircraft Capability and Equipment

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## AGREEMENT FOR SERVICES

### RECITALS

- A. The State wishes to engage the CWN Aircraft Operator to provide the Services.
- B. The CWN Aircraft Operator agrees to provide the Services on the terms and conditions contained in this document.

### OPERATIVE PROVISIONS

#### 1. INTERPRETATION

##### 1.1 Definitions

The following definitions apply in this document.

**Agency** means the department or Agency set out in **Item 1** of schedule 1.

**Business Day** means a day other than a Saturday, Sunday or public holiday in Melbourne.

**Code of Practice** means the Code of Practice as defined in, and approved under, the *Information Privacy Act 2000* (Vic).

**Confidential Information** means any Information provided by one party (**Discloser**) to the other party (**Recipient**) which is designated as confidential or which otherwise would be understood by a reasonable person in the position of the Recipient to be confidential in nature, but does not include information which:

- (a) at the time of the disclosure is in the public domain; or
- (b) after disclosure becomes part of the public domain otherwise than by disclosure in breach of this document.

**CWN Aircraft Operators** means aircraft operators providing services to the State in accordance with this Specification, on a "Call When Needed" basis.

**CWN Aircraft Operator's Representative** means the person for the time being holding the position specified in the **CWN Aircraft Operators Form** or such other person as may be subsequently appointed by the CWN Aircraft Operator and notified to the State.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Effective Control** means in relation to a corporation:

- control (directly or indirectly) of the composition of the corporation's board of directors or other governing body;
- control (directly or indirectly) of more than half of the voting power of the corporation; or
- control (directly or indirectly) of more than half of the issued share capital of the corporation.

**Equipment** means the equipment owned or leased by the State or any substituted or additional equipment, which is provided by the State at any time to the Contractor for the purpose of performing the Services.

**Force Majeure** means any occurrence or omission as a result of which the party relying on it is prevented from or delayed in performing any of its obligations (other than a paying obligation) under this contract and that is beyond the reasonable control of that party

[including forces of nature, industrial action and action or inaction by a Government Agency, an act of war (whether declared or not) or terrorism, the mobilisation of armed forces, civil commotion or riot, natural disaster or embargo].

**GST** means the same as in the GST Law.

**GST Law** means the same as in the *A New Tax System (Goods & Services Tax) Act 1999* (Cth).

**General Conditions** means clauses 1 to 27 inclusive of this document.

**Government Agency** means any government or any public, statutory, governmental, semi-governmental, local government or judicial body, entity or authority and includes a Minister of the Crown (in its own right).

**Health Information** means the same as in the *Health Records Act 2001* (Vic).

**Information** means all information, documents or data however held, stored or recorded including drawings, plans, specifications, calculations, reports, models, concepts, source codes, files, computerised data, photographic recordings, audio or audio visual recordings.

**Information Privacy Principles** means the Information Privacy Principles set out in the *Information Privacy Act 2000* (Vic).

**Insolvency Event** means, for a person, being in liquidation or provisional liquidation or under administration, having a controller (as defined in the Corporations Act) or analogous person appointed to it or any of its property, being taken under section 459F(1) of the Corporations Act to have failed to comply with a statutory demand, being unable to pay its debts or otherwise insolvent, dying, ceasing to be of full legal capacity or otherwise becoming incapable of managing its own affairs for any reason, taking any step that could result in the person becoming an insolvent under administration (as defined in section 9 of the Corporations Act), entering into a compromise or arrangement with, or assignment for the benefit of, any of its members or creditors, or any analogous event.

**Intellectual Property** means all relevant rights to trade marks, trade names, copyright, patents, designs, trade secrets, get up, and any other industrial and intellectual property rights.

**Law** means the law in force in Victoria, including, without limitation, common or customary law, equity, judgment, legislation, orders, regulations, statutes, by-laws, ordinances or any Regulatory Requirements (including any amendment, modification or re-enactment of them).

**Personal Information** means the same as in the *Information Privacy Act 2000* (Vic).

**Privacy Legislation** means the *Information Privacy Act 2000* (Vic) and the *Health Records Act 2001* (Vic).

**Regulatory Agency** means any government or any public, statutory, governmental, semi-governmental, local governmental or judicial body, entity, ombudsman or authority and includes a Minister of the Crown (in any right).

**Regulatory Requirement** is a requirement of any Regulatory Agency that has informal or formal jurisdiction affecting the Services no matter how expressed including by way of an order, notice, determination or direction.

**Service Rates** means the rate payable to the CWN Aircraft Operator (per units of time) for the provision of the Services.

**Services** means the services described in Schedule 2.

**Site** means the location at which the Services are to be provided as set out in **Item 4** of schedule 1.

**State's Representative** means the representative of the State designated by the State to the CWN Aircraft Operator in writing from time to time as initially specified in **Item 3** of schedule 1.

**Special Conditions** means the conditions, if any, set out in schedule 5.

## 1.2 **Rules for interpreting this document**

Headings are for convenience only, and do not affect interpretation. The following rules also apply in interpreting this document, except where the context makes it clear that a rule is not intended to apply.

- (a) A reference to:
  - (i) legislation (including subordinate legislation) is to that legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
  - (ii) a document or agreement, or a provision of a document or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;
  - (iii) a clause or schedule is to a clause or schedule of this document;
  - (iv) a party to this document or to any other document or agreement includes its successors, permitted substitutes or assigns; and
  - (v) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person.
- (b) A singular word includes the plural, and vice versa.
- (c) A word which suggests one gender includes the other genders.
- (d) If a word is defined, another part of speech has a corresponding meaning.
- (e) The word "**agreement**" includes an undertaking or other binding arrangement or understanding, whether or not in writing.
- (f) The words "**subsidiary**", "**holding company**" and "**related body corporate**" have the same meanings as in the Corporations Act.

## 1.3 **Multiple parties**

If a party to this document is made up of more than one person, or a term is used in this document to refer to more than one party:

- (a) an obligation of those persons is joint and several;
- (b) a right of those persons is held by each of them severally; and

- (c) any other reference to that party or that term is a reference to each of those persons separately, so that (for example):
  - (i) a representation, warranty or undertaking is given by each of them separately; and
  - (ii) a reference to that party or that term in this document is a reference to each of those persons separately.

## **2. SERVICES AND RELATIONSHIP**

### **2.1 CWN Aircraft Operator to provide Services**

The CWN Aircraft Operator must provide the Services to the State in accordance with this document.

### **2.2 Scope**

- (a) A description of the Services is set out in Schedule 2.
- (b) Any tasks, functions or responsibilities not specifically described in Schedule 2 which are incidental to the proper performance of the Services shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this document.

### **2.3 No guarantee of volume**

- (a) The State does not guarantee a minimum volume of Services.
- (b) Except where the Service Fee is expressed as a lump sum:
  - (i) the State has made no representation as to the value of Services which the State may require the CWN Aircraft Operator to provide under this document;
  - (ii) the CWN Aircraft Operator may not make any claim against the State on the basis that it has been engaged to provide Services above any minimum value specified in schedule 3; and
  - (iii) no verbal comment by any officer or employee of the State or any other fact or circumstance other than a written amendment to this document affects this position.

### **2.4 Independent CWN Aircraft Operator**

- (a) The relationship of the State and the CWN Aircraft Operator under this document is that of principal and independent CWN Aircraft Operator. This document does not make either party a joint venturer, partner, employee or agent of the other.
- (b) No act or omission of either party is to bind the other party except as expressly set out in this document.

### **2.5 No withholding**

The State is not responsible for withholding or remitting any payment for an impost such as tax or superannuation in respect of the CWN Aircraft Operator or any of its personnel.

## **3. CWN AIRCRAFT OPERATOR'S WARRANTIES**

The CWN Aircraft Operator represents and warrants that:



- (a) **(Law, standards)** in providing the Services it will comply with the Law, and with industry standards;
- (b) **(directions)** in providing the Services it will comply with the State's reasonable directions;
- (c) **(materials)** if any materials are provided as part of the Services, it will use only first class materials fit for the purpose required by the State;
- (d) **(work)** the work performed to provide the Services will be done to a high standard in accordance with best practice;
- (e) **(fit for purpose)** the Services will be fit for the purpose required by the State or if the State's purpose is not known, for the purpose for which the Services are commonly used;
- (f) **(conform)** the Services will conform to Schedule 2;
- (g) **(intellectual property)** it is legally entitled to use any Intellectual Property used by it in connection with the provision of the Services, and such Intellectual Property does not and will not infringe the Intellectual Property of any third party;
- (h) **(power)** it has full legal capacity and power to:
  - (i) own property and carry on its business; and
  - (ii) enter into this document and carry out the transactions that this document contemplates;
- (i) **(corporate authority)** it has taken all corporate action that is necessary or desirable to authorise its entry into this document and its carrying out the transactions that this document contemplates;
- (j) **(documents effective)** this document constitutes its legal, valid and binding obligations, enforceable against it in accordance with its terms (except to the extent limited by equitable principles and laws affecting creditors' rights generally);
- (k) **(no contravention)** neither its execution of this document nor the carrying out by it of the transactions that this document contemplates, does or will:
  - (i) contravene any Law to which it or any of its property is subject or any order of any Government Agency that is binding on it or any of its property;
  - (ii) contravene any undertaking or instrument binding on it or any of its property;
  - (iii) contravene its constitution; or
  - (iv) require it to make any payment or delivery in respect of any financial indebtedness before it would otherwise be obliged to do so; and
- (l) **(no litigation)** no litigation, arbitration, mediation, conciliation or administrative proceedings are taking place, pending, or to the knowledge of any of its officers after due inquiry, threatened which, if adversely decided, could have a material

adverse effect on the CWN Aircraft Operator's ability to perform its obligations under this document.

#### 4. **RESPONSIBILITIES AND OBLIGATIONS OF THE CWN AIRCRAFT OPERATOR**

The CWN Aircraft Operator must:

- (a) carry out the Services to meet or exceed the requirements set out in Schedule 2;
- (b) provide the Services in a timely manner;
- (c) carry out the Services to comply with any standard or protocol specified in writing by the State, unless otherwise agreed by the parties;
- (d) comply with any reasonable and lawful direction of the State relating to the performance of the Services;
- (e) attend and participate in meetings with the State and the State's agents as reasonably required by the State;
- (f) provide information and report to the State, in writing if required, in relation to any aspect of the Services;
- (g) produce evidence of accreditation, registration, licensing, or police checks to the State in accordance with the requirements set out in Schedule 2 or as required by the State;
- (h) carry out at its own cost all orientation and training described in Schedule 2 or as required by the State before deploying personnel to the Site;
- (i) have a commitment to occupational health and safety of employees, and shall have an effective workplace safety program. The CWN Aircraft Operator shall, if necessary, allow the State or its agent to conduct an audit of the CWN Aircraft Operator's occupational health and safety programs and procedures. The State may elect to use the Victorian WorkCover Authority for this purpose;
- (j) at all times take all necessary precautions for the protection and safety of the State's and the CWN Aircraft Operator's employees and servants, sub-Aircraft Operators, volunteers and the public;
- (k) be responsible for all loss of and damage to the State's Equipment while in its possession or control, except to the extent to which such loss or damage is due to normal wear and tear or is outside the CWN Aircraft Operator's reasonable control; and
- (l) maintain appropriate management and administrative systems to ensure adequate delivery of the Service, the management and coordination of operations, delineation of responsibilities and the communication and promulgation of information within the CWN Aircraft Operator's organisation.

#### 5. **ALIGNMENT**

The CWN Aircraft Operator must:

- (a) ensure all personnel involved in the provision of the Services are familiar with all State policies and procedures relevant to the Services notified to it from time to time, and the general mission, goals and values of the State relating to the

performance of the Services. Time spent learning these must not be charged to the State;

- (b) identify suitable processes of continuous improvement in all aspects of the Services;
- (c) take the initiative to be pro-active in improving and refining the process for delivery and performance of the Services; and
- (d) propose and submit innovations to the State regardless of whether the innovations will or are likely to reduce the costs to the State of providing Services during the term of this document.

## 6. COMPLIANCE

- (a) The CWN Aircraft Operator must comply, and must use best efforts to ensure that personnel involved in the provision of the Services comply, with the Law which relates to the Services, including:
  - (i) advising the State of any material change to such compliance requirements;
  - (ii) devising and implementing reasonable systems and procedures to ensure ongoing compliance; and
  - (iii) promptly notifying the State in writing of any breach or suspected breach or conflict with any Laws, or if any necessary approvals are required and have not been obtained.
- (b) The CWN Aircraft Operator acknowledges that failure to comply with Schedule 2 or otherwise strictly comply with the terms of this document may result in loss or damage to the State.
- (c) The CWN Aircraft Operator shall meet all payment obligations to its personnel and shall pay all taxes, fees, levies or charges applicable with respect to the engagement of or payments made to such personnel. The CWN Aircraft Operator shall comply with all reasonable requests from the State for verification of such payment obligations.
- (d) The CWN Aircraft Operator must fully comply with all relevant Laws in relation to its personnel including, without limitation, the payment of any amounts which may be payable under or in relation to any relevant tax, workers' compensation legislation, personal income tax deductions, non-discrimination and equal opportunity legislation and industrial awards related to this document, whether they impose requirements directly on the CWN Aircraft Operator or on the State.

## 7. STANDARD OF CARE

The CWN Aircraft Operator shall provide the Services:

- (a) in a commercial, prudent and reasonable manner;
- (b) in accordance with suitable and appropriate methods and practices; and
- (c) in a manner equalling or exceeding the standard expected of a service provider experienced and qualified in the performance of services of a similar kind; and in a manner which can reasonably be expected to protect the State's interests.

## 8. PERSONNEL

### 8.1 Personnel to be properly qualified and of known character

The CWN Aircraft Operator must only engage or employ persons to perform the Services who:

- (a) are properly qualified and adequately experienced to perform the duties allocated to them;
- (b) hold all necessary licences and have undergone police checks in accordance with the requirements of the Law and the requirements set out in Schedule 2; and
- (c) are certified by the CWN Aircraft Operator as possessing all competencies relevant for the duties they are expected to perform; and are of known reliability and integrity and may be relied upon not to breach the terms and conditions of this document including, without limitation, those relating to confidentiality, privacy, security and safety.

### 8.2 State May Require Withdrawal of Personnel

- (a) The State may at any time, without the need to give reasons, and without incurring any CWN cost or penalty, direct the CWN Aircraft Operator to remove any person from any duty or activity connected with the Services within such time as the State's Representative directs.
- (b) Upon notification in accordance with paragraph (a), the CWN Aircraft Operator shall cause the person to be removed from any duties related to the Services.

### 8.3 General Obligations

The CWN Aircraft Operator must use its best efforts to ensure that all personnel engaged in the provision of the Services:

- (a) act diligently, ethically, soberly and honestly;
- (b) do not take or use any drug unless prescribed by a medical practitioner or lawfully available without prescription and used in accordance with directions;
- (c) comply with all occupational health or safety policies of the State including (but not limited to) those relating to a smoke free work environment;
- (d) comply with all procedures, rules, regulations, standards of conduct and lawful directions of the State in respect of use of its premises, equipment, business ethics or methodology, or contact with its staff or visitors;
- (e) are not engaged or involved in any other business apart from the provision of the Services whilst performing the Services;
- (f) do not commit any criminal offence, or otherwise breach any law or regulation which could adversely affect the interests of the State or the provision of the Services;
- (g) do not sexually harass any person or unlawfully engage in any discriminatory behaviour;
- (h) do not represent in any way that they are employees of the State;
- (i) carry and display at all times appropriate company identification; and

- (j) do not otherwise act in any manner which could disrupt or adversely affect the State's business reputation, interests or goodwill.

## 9. ABILITY TO PERFORM

- (a) The CWN Aircraft Operator must at all times maintain and allocate resources dedicated solely to fully discharging all its obligations under this document including adequate skilled staff, tools, working capital, communications facilities and administrative support.
- (b) Anything the CWN Aircraft Operator is required to perform in respect of the Services or otherwise to do under this document must be done at the CWN Aircraft Operator's cost, unless specifically stated otherwise.

## 10. REPRESENTATIVES

### 10.1 State's Representative

- (a) The State has appointed the State's Representative and the Contract Authority to exercise the powers, duties, discretions and authorities vested in the State, subject to the limitations set out in paragraph (b).
- (b) The CWN Aircraft Operator recognises and accepts the Contract Authority and the State's Representative as lawfully entitled to exercise the State's powers, duties, discretions and authorities under this Contract except that the State's Representative is not empowered to:
  - (i) issue a notice of termination;
  - (ii) make or agree to Amendments to the terms of this Contract; or
  - (iii) agree to any increase greater than 10% of any Fee.
- (c) The CWN Aircraft Operator recognises and accepts the Manager, State Aircraft Unit and the State's Representative as lawfully entitled to exercise the State's powers, duties, discretions and authorities under this document.
- (d) An existence of the Manager, State Aircraft Unit or the State's Representative does not prevent the exercise of a power, duty, discretion or authority by the State at any time or in any way. The State may at any time revoke the Manager, State Aircraft Unit or the State's Representative's appointment by written notice to the CWN Aircraft Operator.
- (e) Where the word "State" is used in this document, it is, so far as it concerns the powers, duties, discretions and authorities exercisable by the Manager, State Aircraft Unit and the State's Representative by virtue of appointment in respect of this document, but subject to this clause, deemed to include the Manager, State Aircraft Unit and the State's Representative.

### 10.2 Contractor's Representative CWN Aircraft Operator's Representative

- (a) The CWN Aircraft Operator's Representative has authority to act for and on behalf of the CWN Aircraft Operator in relation to this document and the performance of the Services.
- (b) Where the word "CWN Aircraft Operator" is used in this document, it is, so far as it concerns the powers, duties, discretions and authorities exercisable by the

CWN Aircraft Operator's Representative by virtue of appointment in respect of this document, deemed to include the CWN Aircraft Operator's Representative.

- (c) An instruction given to the CWN Aircraft Operator's Representative is deemed to be given to the CWN Aircraft Operator.
- (d) The CWN Aircraft Operator must ensure that the CWN Aircraft Operator's Representative is available to attend on and provide advice to the State at all reasonable times.

### 10.3 **Conflict between the Contract Authority's and the State's Representative's Instructions**

If there is any conflict between the instructions of the Manager, State Aircraft Unit and of the State's Representative, the instructions of the Manager, State Aircraft Unit prevail. The CWN Aircraft Operator may satisfy its obligations to comply with any instruction or direction of the State by complying with the instruction or direction of the Manager, State Aircraft Unit, provided it gives notice to the State's Representative that it has received a contrary instruction or direction from the Manager, State Aircraft Unit.

## 11. **SERVICE FEES**

- (a) If a lump sum Service Fee is not stated in the Pricing Schedule, Services are to be provided on the basis of Service Rates.
- (b) The Service Fees are inclusive of all costs and expenses of the CWN Aircraft Operator whether foreseen or unforeseen, including without limitation, insurance, duties, imposts and taxes.
- (c) Service Fees are fixed for the Term.

## 12. **INVOICING AND PAYMENT**

- (a) The State will pay the Service Fee to the CWN Aircraft Operator for the satisfactory provision of the Services in accordance with the Pricing Schedule.
- (b) Invoices shall comply with the requirements of the GST Law (as a Tax Invoice) and shall specify:
  - (i) the CWN Aircraft Operator's Australian Business Number;
  - (ii) the Service Fee due to the CWN Aircraft Operator and the basis for its calculation;
  - (iii) the amount of any GST paid or payable by the CWN Aircraft Operator with respect to the Service Fee;
  - (iv) the date of delivery of the Services to which the invoice relates;
  - (v) a description (including quantity) of the Services delivered;
  - (vi) if a discount is applicable, the discounted price;
  - (vii) the CWN Aircraft Operator's address for payment; and
  - (viii) the State's reference number.
- (c) The State shall pay to the CWN Aircraft Operator all undisputed amounts within 30 days of receipt of an invoice.
- (d) If the State disputes the invoice, the State's Representative shall certify the amount believed to be due for payment, which shall be paid by the State and the

liability for payment of the balance of the invoiced amount shall be determined, in accordance with Law.

- (e) The State may set off against any sum owing to the CWN Aircraft Operator any amount owing by the CWN Aircraft Operator to the State.

### 13. SECURITY OF PREMISES

#### 13.1 Return of keys and security devices

The CWN Aircraft Operator must make sure that keys or security devices of any kind given to the CWN Aircraft Operator or its representatives by the State are not duplicated, and are returned to the State when the Services are completed, or when requested by the State.

#### 13.2 Loss of keys or security devices

Any keys or security devices given to the CWN Aircraft Operator or its representatives are at the sole risk of the Contractor. If such items are lost or damaged, the CWN Aircraft Operator must pay the cost of replacing any locks or devices of any kind.

#### 13.3 Doors and gates

The CWN Aircraft Operator must make sure that it and its representatives secure and lock any doors or gates of any kind used by them when they leave premises to which the State has given access.

### 14. RECORDS OF WORK

The CWN Aircraft Operator must keep full and accurate records of hours worked and Services performed and must give the State access to those records on request.

### 15. INSURANCE

#### 15.1 No limit to liability

The CWN Aircraft Operator's liability to the State will not be limited in any way because of any insurance.

#### 15.2 Contractor to insure

The CWN Aircraft Operator must take out:

- (a) public liability insurance for an amount not less than the amount set out in **Item 4** of schedule 1, or if no amount is stipulated then for an amount not less than \$10 million;
- (b) worker's compensation insurance, as required by law;
- (c) insurance for loss of or damage to materials to be incorporated into the Services left or stored on the State's premises by the CWN Aircraft Operator or its representatives before use.

#### 15.3 Period of insurance

For the insurance requirements under clause 15.2, the Contractor must maintain:

- (a) claims made policies for a period of not less than 6 years from the end of the Term; and
- (b) claims occurring policies throughout the Term.



#### 15.4 **The State as a Named Insured**

For the insurance requirements under clause 15.2(a), the CWN Aircraft Operator shall ensure that the State, its servants, agents and any independent contractors engaged by the State are included on any policies as a named insured.

#### 15.5 **Evidence of insurance**

The CWN Aircraft Operator must promptly provide the State with a certificate of currency for each insurance required under clause 15.2.

### 16. **INTELLECTUAL PROPERTY**

#### 16.1 **No right to intellectual property**

- (a) Nothing in this document gives the CWN Aircraft Operator any interest in:
  - (i) any Intellectual Property of the State existing at any time; or
  - (ii) any Intellectual Property created in the performance of Services under this document.
- (b) The CWN Aircraft Operator transfers and assigns to and vests in the State all Intellectual Property created in the course of the CWN Aircraft Operator providing the Services immediately as such rights are created.

#### 16.2 **Documents**

The CWN Aircraft Operator must sign any document and do anything required by the State to give effect to this clause.

#### 16.3 **Survival of obligation**

The operation of this clause survives the termination of this document.

### 17. **TERMINATION**

#### 17.1 **Termination without cause**

- (a) The State may terminate this document without cause by giving to the CWN Aircraft Operator 30 days' written notice.
- (b) Except as set out in the remainder of this clause 1, termination of this document under paragraph 1 will not prejudice the exercise and enforcement by the State or the CWN Aircraft Operator of rights and entitlements accruing prior to such termination.
- (c) In the event of termination under this clause 1, the CWN Aircraft Operator will be entitled to payment by the State of:
  - (i) a portion of the Service Fee referable to part or parts of the Services satisfactorily delivered prior to the termination date; and
  - (ii) an amount in respect of costs, expenses and disbursements, that were reasonably incurred by the CWN Aircraft Operator until the date of the notice referred to in paragraph 1, and that were approved by the Manager, State Aircraft Unit before being incurred by the CWN Aircraft Operator,
  - (iii) provided that in no event will the total amount payable under this paragraph 1 exceed the Service Fee and that the CWN Aircraft Operator must do everything possible to mitigate losses caused by such termination.



- (d) In respect of termination under this clause 1, the CWN Aircraft Operator acknowledges and agrees that:
  - (i) it will not be entitled to any payment in addition to that provided for under paragraph 1 (including but not limited to any compensation for loss of profits); and
  - (ii) the State shall not be liable for any loss (including but not limited to loss of profits) or damages or expenses whether direct or indirect relating to or arising from termination under this clause 1.

## 18. INDEMNITY

### 18.1 State not responsible

The CWN Aircraft Operator agrees that the State is not responsible for any aspect of the Services.

### 18.2 Release and indemnity

- (a) The CWN Aircraft Operator releases and indemnifies the State, its servants and agents (**Indemnities**) and holds the Indemnities harmless against any loss, damage, costs or expenses which may be incurred by the Indemnities, including any liability arising out of an action, claim, proceeding, suit, or demand brought or made against the Indemnities by any third party, by reason of or arising out of:
  - (i) any breach of this document by the CWN Aircraft Operator;
  - (ii) any negligent or wrongful act or omission of the CWN Aircraft Operator or its employees, agents or sub-contractors;
  - (iii) any obligation to make any payment to the CWN Aircraft Operator's employees or contractors engaged in the provision of the Services;
  - (iv) any obligation to pay any statutory taxes, fees, levies or charges related to any payments to the CWN Aircraft Operator's employees or contractors engaged in the provision of the Services; or
  - (v) the breach of any third party's Intellectual Property.
- (b) The CWN Aircraft Operator's liability under this clause 18.2 will be reduced to the extent to which any loss, damage, costs or expenses arise out of the any negligent or other wrongful act or omission of the Indemnities.

## 19. DISPUTES

- (a) This clause 19 does not apply or continue to apply in circumstances where the State is entitled or becomes entitled to terminate this document under clause 17.
- (b) Where:
  - (i) a dispute between the parties cannot be resolved at an operational level; or
  - (ii) one of the parties considers that the dispute is such that it ought to be resolved at a management level,management representatives of the parties must in good faith attempt to resolve the dispute.

- (c) If resolution of the dispute under paragraph (b) has not been achieved within 5 Business Days (or such other period as the parties may agree) from the date on which the parties' management representatives commence their attempts to do so, the parties may agree to mediation. Either party may give notice to the other requesting mediation.
- (d) Unless otherwise provided in **Item 14** of schedule 1, a mediator will be appointed by agreement between the parties and where the parties cannot agree within 5 Business Days of the decision to mediate, the appointment will be made by the President of the Law Institute of Victoria or his/her nominee.
- (e) The parties may agree to expert determination of the dispute if:
  - (i) within 10 Business Days from the date on which notice referred to in paragraph (c) is given, the party receiving such notice refuses mediation; or
  - (ii) mediation fails to resolve the dispute.
- (f) Unless otherwise provided in **Item 7** of schedule 1, an expert will be appointed by agreement between the parties and where the parties cannot agree within 5 Business Days of a decision to appoint an expert, the appointment will be made by the President of the Law Institute of Victoria or his/her nominee.
- (g) Expert determination will be conducted in compliance with any relevant legislation. The role of the expert is not as an arbitrator.
- (h) The expert's determination will:
  - (i) except in the case of manifest error, be binding on the parties to the dispute; and
  - (ii) include a determination as to the award of costs.
- (i) Subject to paragraph (k), if the procedures set out in paragraphs (b) – (h) (inclusive) have been followed but have not resulted in the resolution of the dispute, either party may commence legal proceedings against the other.
- (j) The parties must continue to perform their respective obligations under this document pending dispute resolution, unless the nature of the dispute precludes such continued performance.
- (k) The parties must not oppose any application for interlocutory relief pending dispute resolution.

## 20. **CONFIDENTIALITY**

- (a) Subject to this clause 20, the CWN Aircraft Operator, its employees, agents and sub-contractors must:
  - (i) not disclose any Confidential Information; and
  - (ii) use Confidential Information solely for the purposes of, and only to the extent necessary for the performance of all obligations under this document.
- (b) The State may, in compliance with government policy, publish (in any medium including the internet) certain details of this document (including, but not limited

to, the name of the Contractor, the minimum expenditure under this document, the Services and a general summary of the provisions of this document).

- (c) The State may, for the purposes of benchmarking, disclose to any public sector agency (of the State, any other state or territory or the Commonwealth), without identifying the Contractor, any information under this document relating to the minimum expenditure, service scope and service levels.
- (d) Wherever practicable, the CWN Aircraft Operator must, upon performance of all obligations under this document, return Confidential Information to the State.
- (e) If so specified in **Item 8** of schedule 1, before disclosing Confidential Information to any person, the CWN Aircraft Operator must procure from that person (including an employee), the execution of a Deed of Confidentiality in a form reasonably acceptable to the State.
- (f) The State will be entitled (in addition to any entitlement to damages) to apply for an injunction or other equitable relief with respect of any actual or threatened breach by the Contractor of this clause 20 and without the need to prove any special damage.
- (g) The obligations under this clause 20 will not extend to any disclosure required by Law.
- (h) Nothing in this clause 20 will prejudice other rights (including under statute and the common law) of the State with respect of any breach of confidentiality.

## 21. **PRIVACY**

- (a) If the State or any person provides the CWN Aircraft Operator with Health Information or other Personal Information, in the course of providing the Services the Contractor agrees that:
  - (i) in relation to that Health Information or Personal Information, it will be bound by the Privacy Legislation, and in particular the Health Privacy Principles and Information Privacy Principles in the Privacy Legislation, in the same way as the State is bound;
  - (ii) in particular, it will not collect, store, use or disclose Health Information or other Personal Information in connection with or as a result of this document except to the extent that such collection, use or disclosure is necessary for the performance of its obligations under this document; and
  - (iii) it will only collect, use, disclose, store, transfer or otherwise handle Health Information or Personal Information it collects in connection with or as a result of this document in accordance with such reasonable policies or directions relating to the collection, use, disclosure, storage, transfer or handling of Health Information or Personal Information as are notified by the State to the CWN Aircraft Operator from time to time.
- (b) The CWN Aircraft Operator must ensure that access to Health Information and Personal Information is restricted to those employees who need to know the information for the purposes of the CWN Aircraft Operator fulfilling its obligations under this document, and that those employees and contractors are

aware of and agree to fulfil the CWN Aircraft Operator's obligations under this clause.

## 22. ETHICAL PURCHASING POLICY

### 22.1 Definitions

For the purpose of this clause, the following definitions apply.

**Applicable Industrial Instruments and Legislation** means all Applicable Industrial Instruments and all Applicable Legislation.

**Applicable Industrial Instrument** means an industrial instrument (Award or Enterprise Agreement) that specifically applies to the employees of the Contractor and is binding on it.

**Applicable Legislation** means:

- *Federal Awards (Uniform System) Act 2003 (Vic)*
- *Outworkers (Improved Protection) Act 2003 (Vic)*
- *Dangerous Services Act 1985 (Vic)*
- *Equipment (Public Safety) Act 1994 (Vic)*
- *Occupational Health and Safety Act 1985 (Vic)*
- *Workplace Relations Act 1996 (Cth)*
- *Long Service Leave Act 1992 (Vic)*
- similar Acts in States and Territories other than Victoria; and

any other legislation designated by the Victorian Government as Applicable Legislation under the Ethical Purchasing Policy from time to time.

**Assessment** means an assessment by the Agency pursuant to the Ethical Purchasing Policy that, in the opinion of the Agency, the CWN Aircraft Operator does not satisfy the Ethical Employment Standard.

**Award** means any award of the Australian Industrial Relations Commission or any tribunal empowered to make industrial awards for Victorian employees or employees in any other State or Territory.

**Enterprise Agreement** means any certified agreement of the Australian Industrial Relations Commission or State industrial authority.

**Ethical Employment Standard** is the requirement for persons that supply or propose to supply goods and services to the Victorian Government to demonstrate to the reasonable satisfaction of the State, and in accordance with the requirements of the Ethical Purchasing Policy, that the relevant contracting or tendering entity meets its obligations to its employees under Applicable Industrial Instruments and Legislation at the time a contract is awarded and continues to meet such obligations during the term of that contract.

**Ethical Employment Reference Register** has the meaning attributed to it in the Ethical Purchasing Policy.

**Ethical Employment Statement** has the meaning attributed to it in the Ethical Purchasing Policy.

**Ethical Purchasing Policy** means the Victorian Government's Ethical Purchasing Policy supporting fair and safe workplaces, which is published on the Victorian Government website at [www.vgpb.vic.gov.au](http://www.vgpb.vic.gov.au).

**Full Details** means details of:

- the nature of the breach or offence or alleged breach or offence;
- the circumstances leading to the breach or offence or the alleged breach or offence;
- any conviction recorded or adverse finding made in respect of the breach or offence;
- any penalty or orders imposed by a court, tribunal, commission or board in respect of the breach or offence and the maximum penalty that could have been imposed under the Applicable Industrial Instruments and Legislation;
- the name of the court, tribunal, commission or board, the State or Territory in which the proceeding or prosecution is brought, the date on which the proceeding or prosecution was commenced and the number or description assigned to the proceeding or prosecution by the court, tribunal, commission or board;
- the name of the entity against which the finding or conviction was made or the proceeding or prosecution was initiated;
- this document; and
- further information about any of the above, if required by the Agency.

## 22.2 **CWN Aircraft Operator to satisfy the Ethical Employment Standard**

Without limiting or derogating from the CWN Aircraft Operator's obligation to comply with any Law, the Contractor must satisfy the Ethical Employment Standard at all times under the document.

## 22.3 **Satisfaction of the Ethical Employment Standard**

The Agency may make an Assessment if, at any time:

- (a) a court, tribunal, commission or board makes a finding of a serious breach of an Applicable Industrial Instrument against the CWN Aircraft Operator or convicts the CWN Aircraft Operator of a serious offence under Applicable Legislation;
- (b) a court, tribunal, commission or board makes a finding of a breach of an Applicable Industrial Instrument against the CWN Aircraft Operator or convicts the CWN Aircraft Operator of an offence under Applicable Legislation that is part of a pattern of repeated or ongoing breaches or offences; or
- (c) the CWN Aircraft Operator fails to meet its disclosure obligations under clause 22.4.

## 22.4 **Obligation to disclose**

- (a) Within 30 days of any of the following events, the CWN Aircraft Operator must give the Agency written notice containing Full Details of:

- (i) any adverse finding against the CWN Aircraft Operator by a court, tribunal, commission or board in respect of a breach of an Applicable Industrial Instrument;
  - (ii) any conviction by a court, tribunal, commission or board of an offence committed by the CWN Aircraft Operator under Applicable Legislation; and
  - (iii) any proceeding or prosecution against the CWN Aircraft Operator in respect of a breach of an Applicable Industrial Instrument or an offence under Applicable Legislation instituted since the submission to the Call When Needed Register which has not previously been disclosed to the Agency.
- (b) In addition to its obligations under paragraph (a), The CWN Aircraft Operator must, on request by the Agency and within the time period required by the Agency in writing (which must not be less than 7 days) provide an up to date Ethical Employment Statement setting out the information required under subparagraphs (a)(i), (a)(ii), and (a)(iii) together with details of remedial measures implemented to ensure future compliance with Applicable Industrial Instruments and Legislation.

#### **22.5 Termination For Failure To Satisfy Ethical Employment Standard**

- (a) If at any time the Agency notifies the CWN Aircraft Operator in writing that it has made an Assessment pursuant to clause 22.3, the CWN Aircraft Operator must, within 14 days of receipt of such notice, or such longer period agreed by the Agency, provide a statutory declaration from a director or company secretary of the CWN Aircraft Operator setting out:
- (i) any CWN information which in the opinion of the CWN Aircraft Operator is relevant to the Assessment, including the CWN Aircraft Operator's grounds for any objection to the Assessment;
  - (ii) details of any information on which the Assessment is based which in the opinion of the CWN Aircraft Operator is incorrect, incomplete or otherwise unfairly prejudicial to the CWN Aircraft Operator; and
  - (iii) any existing or planned remedial measures which the CWN Aircraft Operator has taken or will be taking to prevent a breach or offence similar to the breach or offence on which the Assessment is based from recurring.
- (b) Following the receipt of the statutory declaration or effluxion of the period described in paragraph (a), whichever comes first, the Agency may, in its discretion, do one or all of the following:
- (i) request the CWN Aircraft Operator show cause as to why this document should not be suspended or terminated.
- (c) In exercising its discretion under paragraph (b), the Agency will take into consideration:
- (i) whether the CWN Aircraft Operator has taken or will take measures which, in the reasonable opinion of the Agency, are commensurate with



the breach or the offence on which the Assessment is based and can be reasonably expected to prevent such breach or offence from recurring; or

- (ii) whether the Agency is otherwise satisfied that the CWN Aircraft Operator has shown good cause why this document should not be suspended or terminated.
- (d) The remedies under this clause are in addition to and do not limit any other rights or remedies of the State under this document or otherwise at law.

## 22.6 Ethical Employment Reference Register

The parties acknowledge and agree the following:

- (a) If this document is terminated pursuant to this clause, the CWN Aircraft Operator's name and corporate details, together with such relevant documentation as the Agency considers appropriate (including the statutory declaration referred to in clause 22.5(a), the notice to show cause issued pursuant to clause 22.5(b) any reply to such notice and the notice of suspension or termination) will be included in the Ethical Employment Reference Register for a period of 24 months from the date termination takes effect.
- (b) Victorian government departments will access the Ethical Employment Reference Register for the purpose of applying the Ethical Purchasing Policy.
- (c) Inclusion of any details or documentation in the Ethical Employment Reference Register will not be used to exclude the CWN Aircraft Operator from participation in other tender processes.

## 23. CO-OPERATION

- (a) The parties shall promptly each do and perform such further acts and execute and deliver such further instruments as are required by law or reasonably requested by the other party to establish, maintain and protect the respective rights and remedies of the other party and to carry out and effect the intent and purpose of this document.
- (b) Where this document contemplates that a party may agree or consent to something (however that action is described), that party may, unless this document expressly contemplates otherwise, agree or consent, or not agree or not consent, or agree or consent subject to conditions, as it sees fit in its own commercial interest, but that party must act in good faith, meaning that it must not abuse a power under this document to obtain an improper collateral benefit or objective.

## 24. CONFLICT OF INTEREST

- (a) The CWN Aircraft Operator warrants that it does not hold any office or possess any property, is not engaged in any business, trade or calling and does not have any obligations by virtue of any contract whereby, directly or indirectly, duties or interests are or might be created in conflict with or might appear to be created in conflict with its duties and interests under this document.
- (b) The CWN Aircraft Operator shall inform the State of any matter which may give rise to an actual or potential conflict of interest at any time during the term of this

document and the State may regard a conflict of interest as a breach of a fundamental term of this document and may elect to terminate this document.

## 25. NOTICES

- (a) A notice, consent or other communication under this document is only effective if it is in writing, signed and either left at the addressee's address or sent to the addressee by mail or sent to the addressee by fax or sent to the addressee by acknowledged email.
- (b) If a notice is sent by mail, it is taken to have been received 3 working days after it is posted. If it is sent by fax, it is taken to have been received when the addressee actually receives it in full and in legible form.
- (c) A person's address and fax number are those set out in the CWN Aircraft Operator's Form, or as the person notifies the sender.

## 26. GENERAL

### 26.1 Governing law

- (a) This document is governed by the law in force in Victoria.
- (b) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Victoria, and any court that may hear appeals from any of those courts, for any proceedings in connection with this document, and waives any right it might have to claim that those courts are an inconvenient forum.

### 26.2 Rights cumulative

This document does not in any way derogate from or exclude any of the rights and remedies provided by law.

### 26.3 Set off

The State may set off against any amount owing to the CWN Aircraft Operator, any amount owing by the CWN Aircraft Operator to the State.

### 26.4 Waiver of rights

A right may only be waived in writing, signed by the party giving the waiver, and:

- (a) no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right;
- (b) a waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again; and
- (c) the exercise of a right does not prevent any further exercise of that right or of any other right.

### 26.5 Force Majeure

- (a) If a Force Majeure Event occurs and prevents a party (in this clause the "Affected Party") from performing in full any of its obligations under this contract, the Affected Party must notify the other party of the nature of the Force Majeure Event, at the time of its commencement and likely duration and the extent to which its obligations are affected.



- (b) Provided that the Affected Party notifies the other party in accordance with this clause as soon as practicable after it becomes aware of a Force Majeure Event, its obligations under the Contract are suspended to the extent that the Affected Party is prevented from performing them.
- (c) The Affected Party must use its reasonable endeavours to overcome the effect of a Force Majeure Event notified to the other party under clause 26.5 (a).
- (d) If a Force Majeure Event occurs which prevents the CWN Aircraft Operator from performing all or any of the Services, the State may make alternative arrangements for the provision of the Services or any part of them until the Force Majeure Event is overcome and the State may offset the reasonable costs of doing so against any amounts payable to the CWN Aircraft Operator during the period.

**26.6 Liability for expenses**

Each party must pay its own expenses and disbursements incurred in connection with this document.

**26.7 Time of the essence**

Time shall be of the essence in the provision of the Service.

**26.8 Amendment**

This document can only be amended, supplemented, replaced or novated by another document signed by the parties.

**26.9 GST**

- (a) Words defined in the GST Law have the same meaning in this clause 26.9.
- (b) The consideration for any supply by either party under or in connection with this document includes any GST on that supply, and the supplier (and not the recipient) is responsible for payment of that GST. The supplier must issue to the recipient a tax invoice for any taxable supply within 14 days of making the supply.
- (c) Each party warrants that it is registered for GST and will remain registered during the term of this document.

**26.10 Entire document**

This document constitutes the entire agreement between the State and the CWN Aircraft Operator in relation to its subject matter. The State and the CWN Aircraft Operator agree that there are no extraneous agreements, representations or undertakings either express or implied affecting this document.

**26.11 Publicity**

The CWN Aircraft Operator must not publicise the existence of this document or any of its terms or any other matter related to it (including the business relationship between the parties) without first obtaining the written approval of the State.

**27. SPECIAL CONDITIONS**

The Special Conditions apply to the provision of Services under this document.

## SCHEDULE 1

### DOCUMENT DETAILS

| ITEM NO. | CLAUSE         | DETAILS  |
|----------|----------------|--|
| 1.       | Clause 1.1     | <p>Department or Agency means</p> <p>The Department of Sustainability and Environment (DSE) and its successors in law and any reference to the Department shall be read and construed as a reference to the Crown in right of the State of Victoria.</p> <p>The Country Fire Authority (CFA) and its successors in law and any reference to the Authority shall be read and construed as a reference to the Country Fire Authority in the State of Victoria.</p>   |
| 2.       | Clause 1.1     | <p>Manager, State Aircraft Unit:</p> <p>For the purpose of this clause Manager, State Aircraft Unit means an officer of the State, engaged under the Public Sector Management and Employment Act 1998 and its successors in law, appointed from the time to time to hold the position of Manager, State Aircraft Unit.</p>   |
| 3.       | Clause 1.1     | <p>State's Representative:</p> <p>The Manager, State Aircraft Unit, or a designated representative appointed to effect all or part of this Specification including:</p> <ul style="list-style-type: none"> <li>◇ the DSE duty State Duty Officer or CFA duty State Coordinator at any given time;</li> <li>◇ the duty State Aircraft Coordinator at any given time;</li> <li>◇ the duty Aircraft Officer at any given time;</li> <li>◇ officers of the State Aircraft Unit;</li> <li>◇ Incident Controllers acting on behalf of the DSE or the CFA.</li> </ul> <p>For the purpose of this clause Incident Controller means the person appointed from time to time to the role described in AIIMS who is responsible for the overall management of all fire activities for a particular fire incident.</p> <p>For the purpose of this clause AIIMS means the Australian Interservice Incident Management System which is the nationally adopted structure to formalise a coordinated approach to emergency incident management.</p> |
| 4.       | Clause 15.2(a) | <p>Public Liability Insurance:</p> <p>Minimum of:</p> <p><i>(Light Fixed Wing)</i> which covers liability to third parties limited to no less than \$10 million for any one occurrence;</p> <p><i>(Fixed Wing Transport)</i> which covers liability to third parties limited to no less than \$10 million for aircraft less than 5700 kilograms MTOW; or \$15 million for aircraft greater than 5700 kilograms MTOW, for any one occurrence.</p>   |

|    |              |   |
|----|--------------|---|
| 5. | Clause 19(d) | Alternative procedure for appointment of mediator:  |
| 6. | Clause 19(f) | Alternative procedure for appointment of an expert  |
| 7. | Clause 20    | A Confidentiality Deed is required where a CWN Aircraft Operator wishes to disclose Confidential Information to any person. |

## SCHEDULE 2

### SERVICES

#### 1. DEFINITIONS AND INTERPRETATIONS

##### 1.1 Definitions

In addition to the definition contained in clause 1.1, the following definitions apply to this schedule:

- (a) **Air Operator's Certificate (AOC)** means the same as in the Civil Aviation Act 1988 (Cth).
- (b) **Aircraft** means the aircraft identified in Annexure A to this schedule, including any pilot(s) or other Flight Crew required by statute or by this document to crew the aircraft, used to provide the Services.
- (c) **Available** means a state of readiness which requires that:
  - (i) during daylight hours the Aircraft meets all requirements of this Specification and is ready and able to Commence Operations at the Nominated Operational Base of the Aircraft, or at another location nominated by the State's Representative; and
  - (ii) sufficient Flight Crew are available to enable the Aircraft to carry out the Tasking Activity without interruption, provided that where necessary Flight Crew may be transported to an appropriate location.

In this clause Commence Operations means having taken on board fuel and equipment, started engines and be in a position to take off.
- (d) **Call When Needed Register** means the register of CWN Aircraft Operators, aircraft and flight crew managed on behalf of the State by the State Aircraft Unit.
- (e) **Carrier** means the same as in the Civil Aviation (Carrier's Liability) Act 1959 (Cth).
- (f) **Civil Aviation Safety Authority (CASA)** means the Civil Aviation Safety Authority of Australia, Airservices Australia and each other government agency (whether in replacement of the Civil Aviation Safety Authority or Airservices Australia or not) which is vested under Australian law with the control and supervision of, or which has jurisdiction over, the registration, airworthiness, or operation of, or other matters relating to, the Aircraft.
- (g) **Crew Resource Management** means the effective utilisation of all available resources – hardware, software and human resources– to achieve safe, efficient flight operations.
- (h) **Flight Crew** means any pilot or other member of the crew of an Aircraft who is required by statute or by this document to crew the Aircraft when the Aircraft is performing Services.

- (i) **GPS** means Global Positioning System using signals from the Navstar constellation of satellites, approved by the State's Representative.
- (j) **ISA** means the International Standard Atmosphere.
- (k) **Key Personnel** means the following personnel employed by the CWN Aircraft Operator from time to time:
  - (i) Chief Pilot;
  - (ii) Chief Engineer;
  - (iii) Operations Manager;
  - (iv) Contract Manager;
  - (v) Quality Manager; and
  - (vi) other personnel employed by the CWN Aircraft Operator who, in the State's opinion, are critical to the provision of the Services.
- (l) **Nominated Operational Base** means the base specified in Annexure A to this Schedule at which the Aircraft is kept.
- (m) **Normal Home Base** means the location at which an Aircraft is normally kept when not required to perform services.
- (n) **Preparedness Activities** means the activities set out in Item 4 of this schedule.
- (o) **Routine Activities** means the activities set out in Item 3 of this schedule.
- (p) **State Aircraft Unit** means the joint fire agency initiative of the Country Fire Authority and Department of Sustainability and Environment.
- (q) **SAUP** means the State Aircraft Unit Policy & Procedures dated January 2010, including all attachments, supplements, associated documents and any duly authorised amendments made from time to time by the State.
- (r) **Tasking Activities** means the activities set out in Item 5 of this schedule.
- (s) **Tasking Activity** Notification means a notification issued by the State's Representative to the CWN Aircraft Operator to commence a Tasking Activity.
- (t) **Unavailable** means a state of readiness where an Aircraft is not of available, available-qualified, committed or committed-qualified status.
- (u) **VH registered** means an Aircraft registered on the Australian Civil Aircraft Register.

## 2. SERVICE OUTLINE

- (a) Subject to the remainder of this **Item 2**, the State requires the CWN Aircraft Operator to provide Routine Activities, Preparedness Activities and Tasking Activities.

- (b) Routine Activities must be performed as required by the State.
- (c) Preparedness Activities must be performed as required by this schedule, except when the CWN Aircraft Operator is performing Tasking Activities.
- (d) Tasking Activities must be performed as required by the State.

### 3. **ROUTINE ACTIVITIES**

- (a) As required by the State's Representative the CWN Aircraft Operator must permit inspection by the State's Representative of the CWN Aircraft Operator's or any of the CWN Aircraft Operator's sub-Aircraft Operator's premises, facilities and documents including but not limited to operations manuals, procedure statements, correspondence, maintenance records, certificates of incorporation and registration and accounts.
- (b) The Aircraft must be available for inspection by mutual agreement between the State's Representative and the CWN Aircraft Operator.
- (c) The CWN Aircraft Operator must be the holder of an Air Operators Certificate suitably endorsed for the Services to be carried out as described in Section 5 Tasking Activities.
- (d) The CWN Aircraft Operator's organisation must have Key Personnel experienced in managing and supporting operations which require high standards, and which must be completed in a timely fashion in remote and difficult circumstances. The Key Personnel must understand the importance of dispatch reliability in emergency operations and will have in place systems to ensure that operations that are conducted on an infrequent or irregular basis are still conducted in the most reliable and efficient manner.
- (e) The CWN Aircraft Operator must meet training currency requirements, including associated costs of Flight Crew or other staff training in any existing or newly introduced training and/or development course the State's Representative considers relevant and necessary for the continued reliable and efficient execution of the Services.
- (f) The CWN Aircraft Operator must arrange the provision of certificates, exemptions, flight manual supplements, operations manual supplements, endorsements and approvals or any other authorisations where necessary to carry out the Services.
- (g) The CWN Aircraft Operator must have an interest in technology and work co-operatively with the State's Representative to develop and improve the safety, efficiency and effectiveness of operations, through further development of equipment and refinement of techniques and practices.
- (h) The CWN Aircraft Operator must not permit to remain attached to the Aircraft any corporate symbols or identifications of the State or the State's clients and agents should the Aircraft conduct operations for any other clients of the CWN Aircraft Operator, without the express written permission of the State.

#### 4. PREPAREDNESS ACTIVITIES

- (a) The Aircraft is required to maintain preparedness and be able to respond to fire incidents or other associated operations, as described in the document, and other activities, at the direction of the State.
- (b) Preparedness Activities must be performed at the Nominated Operational Base for each Aircraft, or other location as specified by the State.
- (c) At times as required by the State, the CWN Aircraft Operator must make available to the State the Aircraft at the Nominated Operational Base for inspection for compliance and/or evaluation by the State's Representative. The State's Representative may require that the Aircraft fly for up to 30 minutes to confirm the Aircraft's ability to perform Tasking Activities and otherwise comply with the requirements of this document.
- (d) When required by the State's Representative, the CWN Aircraft Operator must provide the Services to participate in exercises or simulations of operations, for the purposes of:
  - (i) checking conformance of the Aircraft and Flight Crew to the requirements of this document; or
  - (ii) ensuring that, in general, Tasking Activities will be conducted to a high standard.
- (e) According to a procedure laid down by the State's Representative and conveyed to the CWN Aircraft Operator from time to time, the CWN Aircraft Operator must confirm the proper operation of the Aircraft and Aircraft systems, including but not limited to the avionics, communications and Global Positioning Systems specified in Schedule 2, during the first flight made on any day that the Aircraft flies. This test shall be made as soon after take-off as is practical.
- (f) The CWN Aircraft Operator must ensure that ancillary equipment and systems required by this Specification are prepared and ready, and that the readiness of such equipment and systems is checked prior any State operation; and
- (g) The CWN Aircraft Operator must ensure that Flight Crew are properly trained and competent to carry out the Services.
- (h) The CWN Aircraft Operator must maintain a suitable, reliable communication system acceptable to the State's Representative to ensure that at all times the CWN Aircraft Operator's Representative may be provided with a Tasking Activity Notification. For the Aircraft provided by the CWN Aircraft Operator, the Tasking Activity Notification communication system will include, but is not necessarily limited to, a cellular telephone connected to a mobile network approved by the State's Representative, that operates throughout the states of Victoria, Tasmania, New South Wales and South Australia.
- (i) The CWN Aircraft Operator must maintain a suitable back-up communication system acceptable to the State's Representative that may be utilised to provide a

Tasking Activity Notification in the event of failure of the communication system at paragraph (h).

- (j) The CWN Aircraft Operator must ensure all Aircraft are in an "available" state of readiness or higher unless directed by the State's Representative.
- (k) The CWN Aircraft Operator must immediately notify the State's Representative if any Aircraft reduces its state of readiness for any reason other than by notification by the State. (Such reasons might include but are not limited to Aircraft unserviceability, maintenance, pilot illness, duty time limitations).
- (l) The CWN Aircraft Operator must have access to back-up facilities including suitably qualified relief pilots and "out of hours" servicing as the Services may involve operations under emergency conditions.
- (m) The CWN Aircraft Operator must have access to sufficient suitably qualified, trained and current pilots such that Flight Crew duty time limitations do not normally affect availability of the required service.

*Note: Management of Flight Crew should be such that flight duty times are maximised.*

- (n) The CWN Aircraft Operator must ensure that Flight Crew and other field staff associated with providing this service have completed Basic Fire Awareness (22023VIC) of the National Fire Curriculum as administered by the Australasian Fire Authorities Council, or an equivalent accreditation approved in advance by the State.

*Note: This became a mandatory requirement in the 2005-2006 season and CWN Aircraft Operators are advised that the State's Representative will stand-down any Aircraft for non-compliance.*

*All pilots carrying out aerial work operations with respect to detection, response, control etc. will be required to have this training before they are engaged on State operations.*

*Note: This accreditation will not be mandatory for Transport aircraft Flight Crew, however the courses will be open to Transport aircraft operators should they wish to have their Flight Crew accredited.*

- (o) The CWN Aircraft Operator shall be responsible for providing all facilities required to support the Aircraft and pilot at the Nominated Operational Base, including, but not limited to communications, security, accommodation and maintenance facilities.

## 5. TASKING ACTIVITIES

- (a) The Aircraft, when required, is to standby and maintain levels of readiness, as described in the document, at the direction of the State.
- (b) The principal Tasking Activities to be performed by the Aircraft, under the direction of the State, are:



- (i) Light Fixed Wing aircraft (Light Fixed Wing) will be used for Aerial Work including fire spotting, reconnaissance and mapping, air attack supervision in fire operations, enforcement and patrol, photography, and fauna and flora spotting anywhere in Victoria or possibly any other parts of Australia. They will also be used for Charter operations including transport of personnel and/or equipment and supplies, photography and survey tasks and other non-fire related tasks where appropriate.

|  |
|--|
| <p><i>Note Fire operations are often performed in remote locations, and may require aircraft to operate from remote landing areas. Operators must ensure that aircraft, pilots and back up services are sufficient to meet demands made by the rigorous and exacting work.</i></p> |
|--|

- (ii) Fixed Wing Transport aircraft (Fixed Wing Transport) will be used for Charter operations including transport of personnel and cargo to fires anywhere in Victoria or possibly any other parts of Australia. They will also be used for non-fire related passenger and cargo transport where appropriate.
- (c) The Tasking Activities must, at the direction of the State:
- (i) be commenced from, and be temporarily based at, any suitable airfield in Victoria;
  - (ii) be commenced from and be temporarily based in other Australian States or Territories; or
  - (iii) be provided to clients of the State including interstate agencies and individuals.
- (d) Tasking Activities do not include:
- (i) any flight other than those specifically authorised by the State's Representative; or
  - (ii) any flights required to train Flight Crew, periodically test systems or maintain readiness; or
  - (iii) any time spent taxiing, loading, refuelling or running engines to operational temperatures or shutdown temperatures; or
  - (iv) any positioning or re-positioning of the Aircraft to or from the Nominated Operational Base of the Aircraft where the Aircraft is to be, or has been, utilised in the private interests of the CWN Aircraft Operator; or
  - (v) any flight carried out in the private interests of the CWN Aircraft Operator or the pilot, nor any flight conducted in connection with the servicing, maintenance or substitution of the Aircraft, nor any flight conducted in connection with replacement or substitution of Flight Crew.

## 6. GENERAL CONDITIONS OF CHARTER

### 6.1 Charter of Aircraft

- (a) The State will charter light fixed wing and transport aircraft from the Call When Needed Register (CWN Register) on a "when needed" basis. The State is not able to guarantee any minimum hours of work for any aircraft on the CWN Register.

### 6.2 Supplements and Approvals

- (a) The Operator is required to arrange the provision of appropriate Flight Manual Supplements, Operations Manual Supplements, Endorsements and approvals where necessary to carry out the work required.

### 6.3 Contractor Warranties

The Contractor hereby warrants that:

- (a) The services shall be carried out with all due care and skills and in accordance with the highest applicable professional standards, principles and practices;
- (b) It and the Flight Crew and Crewpersons have the accreditation or membership of professional or other bodies required to provide the services and that it will maintain such accreditation or membership;
- (c) The operator acknowledges that the Agency engages the operator relying on the operator's representation that it possesses the skill, experience and the ability to:
  - (i) Provide the services to the standard expected of a operator experienced in the performance of services of a similar kind; and
  - (ii) Provide the services in a timely manner.

## 7. FLIGHT CREW REQUIREMENTS

The operator shall ensure that any Flight Crew and Crewperson provided to pilot, operate or crew aircraft under this contract is appropriately qualified, rated, endorsed, skilled, experienced and current to carry out the services required.

- (a) Pilots are required to:
  - (i) be registered and accepted on the Pilot Register managed by the State's Representative;
  - (ii) (*Light Fixed Wing*) have flown and logged a minimum of **400 hours** total flying time with at least **30 hours** on type;
  - (iii) be qualified with Crew Resource Management. The operator shall ensure that the Flight Crew of any aircraft provided shall be able to work as part of a team with agency personnel;
  - (iv) (*Fixed Wing Transport*) have flown and logged a minimum of **800 hours** total flying time with at least **30 hours** on type;unless otherwise agreed prior to charter.

- (b) The operator will comply with the relevant policies or standard operating procedures, as listed below and as promulgated from time to time, by the SAU.

Relevant policies and standard operating procedures include, but are not limited to:

- (i) The Occupational Health and Safety policies, practices, and procedures of DSE and CFA; and
  - (ii) The State Aircraft Unit Policy & Procedures including all supplements; and
  - (iii) The SAU Pilot Information Handbook.
- (c) When flying on State operations, pilots must:
- (i) wear a protective headset with a boom microphone and earphones compatible with the communications requirements of this specification;
  - (ii) (*Light Fixed Wing operational flights ie: Air Observing, AAS etc*) wear:
    - (A) *Approved one piece flight suit or protective Agency one piece firefighting overalls or natural fibre clothing extending to wrists and footwear;*
    - (B) *wear undergarments or other garments made from natural or other materials with high temperature melting characteristic, high flashpoint and low flammability; and*
    - (C) *Garments of a low reflectivity.*

(*Fixed Wing Transport*) be well presented. It is highly preferred to have natural fibre clothing extending to wrists and footwear;
  - (iii) (*Light Fixed Wing*) wear protective footwear – leather boots of a sufficient height to provide ankle support and allow the legs of the flight suit/overalls to overlap the boot;  

(*Fixed Wing Transport*) wear appropriate footwear; It is highly recommended that protective leather boots be worn;
  - (iv) observe relevant Standing Orders, procedures and instructions of the State Aircraft Unit as promulgated from time to time;
  - (v) (*Light Fixed Wing*) unless otherwise specified at the time of charter, carry personal effects to allow for operations away from their normal base for periods of up to six consecutive days;  

(*Fixed Wing Transport*) unless otherwise specified at the time of charter, carry personal effects to allow for operations away from their normal base for periods of up to three consecutive days;
  - (vi) (*Light Fixed Wing*) carry the current version of the State Aircraft Unit “SAU Cockpit Handbook”, copies of which will be supplied by the SAU.
- (d) The State reserves the right to require the replacement of any pilot, or any other employee of the Operator who, in the opinion of the State, is not performing work to a satisfactory standard, or who is not maintaining appropriate safety standards.

## 8. ACCIDENTS / INCIDENTS AND ISSUED NOTICES HISTORY

The Operator is required to provide the State Aircraft Unit with the following:

- (a) details of any accidents and incidents that the Operator's organisation, any affiliated organisation or key personnel of the Operator (eg. Operations Manager, Pilots), has been involved with, in the last five (5) years;
- (b) details of any notices served on the Operator's organisation, any affiliated organisations or key personnel of the Operator, pertaining to but not limited to WorkCover infringements and qualifications on any aircraft parts and maintenance and any exemptions obtained to operate, in the last five (5) years.

## 9. PUBLICITY

- (a) The Operator and any person(s) employed or engaged by the Operator in the provision of services to the State, shall not furnish, publish or otherwise disclose any information, either orally or in writing, or issue any document or other written or printed material concerning the services or the supply of services to the State, without first obtaining the express written consent of the Manager, State Aircraft Unit.

## 10. PERFORMANCE MANAGEMENT AND MONITORING

The operator shall participate in a performance management and monitoring program to the service and approved by the SAU.

- (a) The performance management and monitoring program shall provide a means of assessment of operator's performance and of determining if the operator is maintaining a service that is at or above the standard specified. The program shall provide information to the operator and the SAU regarding the performance of the operator in delivering services.
- (b) The Operator and CWN Registered aircraft may be audited by the SAU at any time.  
The audit may be to ensure compliance with the specification details in this document.
- (c) Aircraft may also be audited, for CAR 35 approvals or, equipment used inside and attached externally to the aircraft.

## 11. LIGHT FIXED WING AIRCRAFT CAPABILITY AND EQUIPMENT

### 11.1 General

- (a) Aircraft shall be in good condition and maintained to the Charter standard in accordance with the requirements of CASA.
- (b) The operator shall be responsible for equipping the aircraft to meet the requirements to carry out the services required, and shall also be responsible for arranging all appropriate and necessary approvals and authorisations.
- (c) The operator shall ensure that the aircraft is stripped down of equipment not applicable to the provision of services in order to maximise load carrying ability.

### 11.2 Aircraft Type

- (a) Only aircraft registered in the "VH" series and properly type certificated by Airservices Australia (ASA) may be used in these operations.

### 11.3 Aircraft Approvals

- (a) When considering the use of piston-engined aircraft, where twin engine aircraft are reasonably available and are operationally suitable for the task to be performed, twin engine aircraft should be used in preference to single engine aircraft.

### 11.4 Aircraft Avionics and Communications Requirements

*Considerable emphasis is placed on the provision of high quality communication systems. In assessing submissions, particular attention will be paid to these aspects. Further, in approving Aircraft to commence or continue work; particular attention will be paid to communication facilities, including the quality of installation and quality of communications. Aircraft not meeting required standards at any time will not be used by the State, with consequent adjustments to payments.*

*The following communication system requirements are based on systems currently operating in certain aircraft contracted by the State and are provided to CWN Aircraft Operators, as a guide to the minimum standard required. However, the State is continually monitoring advances in communication technologies and reserves the right to elect or not elect to use the current systems detailed below. CWN Aircraft Operators are encouraged to offer alternative communication systems on the basis that they meet or exceed the standards below.*

*The installation of auxiliary radios and associated equipment and systems shall be in accord with standards laid down from time to time by the State's Representative.*

*The current standards are contained in the attached information sheet, "Standards for Installation of Auxiliary Radios in Aircraft".*

- (a) The contractor shall:
  - (i) Ensure all radios, avionics, telephones, and associated equipment and systems shall be in accordance with civil aviation and telecommunications legislation.

- (ii) Ensure all necessary approvals and authorisations are obtained for the installation and operation of all radios, avionics, telephones, public address systems, tracking systems, and associated equipment and systems.
  - (iii) Ensure that any agency radio installation is properly maintained throughout any period that the aircraft is engaged for preparedness activities or is tasked.
- (b) Aircraft shall be equipped with:

- (i) at least one functional Automatic Direction Finder (ADF) system;

*Note: The requirement for an ADF will be waived where an Aircraft carries a minimum of two operational GPS systems in accord with the provision contained in section 11 below.*

- (ii) at least one fully installed impact operated Emergency Locator Transmitter (ELT);
    - (A) capable of transmission on 406 Mhz;
    - (B) located in an accessible position within the Aircraft, clearly indicated by prominent signs on both the inside and outside of the Aircraft;
    - (C) capable of being removed and operated independently from the Aircraft (*preferred*); and
    - (D) interfaced with a Global Positioning System (GPS) for the transmission of positional data with the distress signal (*preferred*).
  - (iii) with at least one Secondary Surveillance Radar (SSR) transponder with Mode C operation;
  - (iv) Two properly installed 720 channel, 118 Mhz to 136.5 Mhz VHF-AM "COMM" transceivers. **Handheld transceivers are not acceptable**;
  - (v) Protected, regulated 12 volt power supply at 7.5 amps to an approved power outlet;
  - (vi) Protected, regulated 24 volt power supply at 20 amps to a standard polarised customer outlet socket type MS 3102 E16 11S (or adaptor plug available);
  - (vii) Two auxiliary aerial bases (Aust Standard Mobile Base – 5/16" x 26 TPI), on a suitable part of the aircraft that lead to standard BNC Male connectors terminating in the cabin. (Cabin terminations are not required if antennas are used in fixed agency radio installation).
- (c) Where provided the CWN Aircraft Operator is responsible for the fitting and installation of all agency radios and aerials supplied by the State including:
- (i) obtaining necessary approvals; and

- (ii) supplying suitable power (regulated, protected 13.8V of at least 8A to each transceiver); and
- (iii) supplying any additional wiring, plugs, cabling etc. that may be necessary for any particular installation; and
- (iv) provision of aerial wiring and bases (5/16", 26tpi), unless a suitable aerial is already installed on the Aircraft; and
- (v) integration into the Aircraft electrical and audio systems; and
- (vi) ongoing maintenance of the installation.

*The CWN Aircraft Operator shall ensure that the installation of agency radios conform to a standard approved by the State. Particular attention is paid to:*

- ◇ *accessibility and ergonomics for users*
- ◇ *siting of radios and wiring to protect against knocks, abrasion, temperature extremes, weather etc.*
- ◇ *siting of aerials to assure high quality communications*
- ◇ *quality of power supply*
- ◇ *quality of wiring, connectors etc.*
- ◇ *quality of interfacing to audio systems, in particular the use of "intelligent" interfacing that automatically compensates for different microphone and headset characteristics etc. and that reduces acoustic and electrical noise.*

- (d) Aircraft shall be equipped with fully independently controlled audio switching facilities serving the pilot and co-pilot stations and which provides transmit and receive access without changing headsets to:
  - (i) all aeronautical VHF-AM "COMM" transceivers; and
  - (ii) agency radios which are permanently or temporarily fitted to the aircraft and provides receive access to:
    - (iii) the ADF receiver(s), if installed; and
    - (iv) any other navigational equipment requiring audio reception.
- (e) Aircraft shall be equipped an intercommunication system, which shall provide without changing headsets or flight helmets:
  - (i) communication between the pilot, the co-pilot position and all other positions in the aircraft when in a standard seating configuration.
  - (ii) The aircraft shall be equipped with a headset for each seating position within the aircraft.
- (f) Audio switching facilities shall enable the pilot and co-pilot stations to simultaneously monitor all receivers specified and to selectively transmit on the transceivers specified without removing or changing headsets or audio plugs.



## 11.5 Aircraft Global Positioning System Requirements

- (a) Aircraft shall be fitted with at least one high quality GPS receiver of a type approved by the State:
- (i) capable of fixing the Aircraft position relative to the ground within plus or minus 0.1 Nautical Miles in three dimensions;
  - (ii) capable of providing continuous real time readout in Latitude and Longitude format using GDA94 Map Datum;

*The State will accept the World Geodetic System WGS84 map datum if requested.*

- (iii) capable of storing at least one hundred user defined waypoints;
- (iv) with a visual display, readable at the pilot and co-pilot positions; and
- (v) with an external antenna, suitably positioned to avoid airframe obstructions.

*If Aircraft are fitted with two or more GPS receivers that meet or exceed the above standards, the requirement for a functional ADF in clause 7(b)(i) above is waived*

## 11.6 Equipment

### 11.6.1 The Contractor shall:

- (a) Ensure that aircraft supplied by the Operator is able to carry out the services according to the specifications and standards described in this specification;
- (b) Be responsible for modifying and/or equipping the aircraft, including arranging all necessary approvals, to meet the requirements and to carry out the services required;
- (c) Arrange at no cost to the agency the provision of certificates, exemptions, flight manual supplements, operations manual supplements, endorsements and approvals or any other authorisations where necessary to carry out the services required.

### 11.6.2 Aircraft must be equipped with the following when engaged on State operations:

- (a) a white strobe light of at least 600 candela, fitted to the top of the fuselage or tail fin, or dual wing tip mounted, which must be activated during all operations;
- (b) a first aid kit of a type that meets the standard prescribed in the current ERSA, or otherwise acceptable to the State;

*(strongly preferred) The first aid kit should be in a fire resistant pouch or container and include at least bandages, burns dressings, large and small wound dressings, adhesive tape, safety pins and scissors, small adhesive dressings, antiseptic wound cleaner, adhesive wound closures (e.g. Steri-Strip™), simple analgesic (e.g. paracetamol), an antiemetic to combat nausea and vomiting (e.g. cinnarizine), disposable gloves and a first aid handbook.*

- (c) survival rations, including water, sufficient for one day's survival for each person onboard the aircraft;



*(strongly preferred) The survival rations should be at least the equivalent of the "Hungerbuster" Combo Cold Meal Pack which comprises 1 x 300g meal pouch plus 2 x chocolate bars, 2x muesli bars, 2 x packets fruit grains, 1 x sports drink, 2 x packets of cream crackers, 2 x tubes of fruit spread, 1 x tube of Vegemite, 1 x plastic spoon and 1 x packet of tissues. Water sufficient for one day's survival is in addition to these rations.*

- (d) a minimum of two blankets of woollen material, suitable for protection of personnel from radiant heat;

*The blanket should be 100 % wool or of all wool composition and measure at least 2.3 metres x 1.6 metres in size with any nylon or cotton trim removed. It should be in good condition (no worn areas, holes or moth damage), clean (not dirty, oily or mouldy), dry and be stored in a moisture proof container with a seal.*

- (e) a serviceable hand operated fuel pump and filter with approved pump and hose to allow fuelling from 200 litre drums. Aircraft without this equipment will be limited in the locations where they can be used;
- (f) at least one Personal Locator Beacon capable of transmission on 406 Mhz;
- (g) an approved and serviceable fire extinguisher of at least 1.5kg capacity;
- (h) the most recent editions of the following World Aeronautical Charts ICAO 1:1 000 000:

|           |         |          |         |
|-----------|---------|----------|---------|
| Melbourne | No 3470 | Canberra | No 3457 |
| Adelaide  | No 3458 | Hamilton | No 3469 |

#### 11.7 Passenger Carriage

- (a) Where the service requirements of this contract require that the aircraft be capable of carrying passengers, the aircraft shall be equipped with CASA approved seating and seat belts to permit passenger seating to the normal carrying capacity of the aircraft.
- (b) All operations carrying passengers shall be conducted as charter under the Visual Flight Rules (or under the Instrument Flight Rules if applicable and if the aircraft is capable).

#### 11.8 Additional Equipment

- (a) Aircraft need not necessarily be fitted with further equipment to be considered for engagement, however under certain circumstances preference may be given to aircraft that exceed minimum requirements. It is therefore in the best interests of Operators to outline all additional equipment that is fitted as standard to the aircraft, or is readily available.

### 12. FIXED WING TRANSPORT AIRCRAFT CAPABILITY AND EQUIPMENT

#### 12.1 General

- (a) Aircraft shall be in good condition and maintained to the Charter standard in accordance with requirements of CASA.

- (b) The operator shall be responsible for equipping the aircraft to meet the requirements of this contract and to carry out the services required, and shall also be responsible for arranging all appropriate and necessary approvals and authorisations.
- (c) The operator shall ensure that the aircraft is stripped down of equipment not applicable to the provision of services in order to maximise load carrying ability.

## 12.2 Aircraft Type

- (a) Transport aircraft will be preferably of a twin engine type capable of carrying a minimum of three (3) passengers, and in good condition.

## 12.3 Aircraft Approval

- (a) Only aircraft registered in the "VH" series and properly certified by Airservices Australia may be accepted.
- (b) All aircraft shall be suitable for at least VFR charter operations.

## 12.4 Aircraft Avionics and Communications Requirements

### 12.4.1 The Contractor shall:

- (a) Ensure the installation of all radios, avionics, telephones, and associated equipment and systems shall be in accordance with civil aviation and telecommunications legislation.
- (b) Ensure all necessary approvals and authorisations are obtained for the installation and operation of all radios, avionics, telephones, public address systems, tracking systems, and associated equipment and systems.
- (c) Ensure that any auxiliary radio installation is properly maintained throughout any service period.

### 12.4.2 To be considered for charter, the aircraft must conform to a minimum communications and avionics standard that provides:

- (a) Two properly installed Aeronautical VHF-AM "COMM" transceiver capable of transmitting and receiving on all 50 Khz frequency steps between and including 118.0 Mhz and 136.5 Mhz;
- (b) a communications facility that, without changing headsets or microphones, enables:
  - (i) the co-pilot and the pilot to communicate by intercom, and
  - (ii) the co-pilot position to receive and transmit on the on-board Aeronautical VHF-AM transceivers, on approved aeronautical frequencies.
- (c) a functional SSR Transponder capable of "Mode C" operation;
- (d) at least one functional Automatic Direction Finder (ADF) system (The requirement for an ADF will be waived where an aircraft carries a minimum of two operational GPS systems).

## 12.5 Aircraft Global Positioning System Requirements

- (a) Aircraft shall be fitted with at least one high quality GPS receiver.

## 12.6 Equipment

### 12.6.1 The Contractor shall:

- (a) Ensure that aircraft supplied by the Operator is able to carry out the services according to the specifications and standards described in this specification;
- (b) Be responsible for modifying and/or equipping the aircraft, including arranging all necessary approvals, to meet the requirements and to carry out the services required;
- (c) Arrange at no cost to the agency the provision of certificates, exemptions, flight manual supplements, operations manual supplements, endorsements and approvals or any other authorisations where necessary to carry out the services required.

### 12.6.2 Aircraft must be equipped with the following when engaged on State operations:

- (a) a first aid kit of a type approved by the Civil Aviation Safety Authority for charter operations, or otherwise acceptable to the State;

*(strongly preferred) The first aid kit should be in a fire resistant pouch or container and include at least bandages, burns dressings, large and small wound dressings, adhesive tape, safety pins and scissors, small adhesive dressings, antiseptic wound cleaner, adhesive wound closures (e.g. Steri-Strip™), simple analgesic (e.g. paracetamol), an antiemetic to combat nausea and vomiting (e.g. cinnarizine), disposable gloves and a first aid handbook.*

- (b) an approved, fully installed impact operated Emergency Locator Transmitter, capable of transmitting on 406 Mhz, located in an accessible location within the aircraft, and capable of being removed and operated independently from the aircraft;
- (c) at least one Personal Locator Beacon capable of transmission on 406 Mhz;
- (d) an approved and serviceable fire extinguisher of at least 1.5kg capacity accessible to both flight crew and passengers;
- (e) the most recent editions of the following World Aeronautical Charts ICAO 1:1 000 000:

|           |         |          |         |          |         |
|-----------|---------|----------|---------|----------|---------|
| Melbourne | No 3470 | Canberra | No 3457 | Sydney   | No 3456 |
| Adelaide  | No 3458 | Hamilton | No 3469 | Tasmania | No 3556 |

## 12.7 Passenger Carriage

- (a) Aircraft shall be equipped with approved seating and seat belts to permit passenger seating to the normal carrying capacity of the aircraft.

## 12.8 Additional Equipment

- (a) Aircraft need not necessarily be fitted with further equipment to be considered for engagement, however under certain circumstances preference may be given to aircraft that exceed minimum requirements. It is therefore in the best interests of Operators to outline all additional equipment that is fitted as standard to the aircraft, or is readily available.

## SCHEDULE 3

### PRICING

#### 1. PAYMENT

- (b) The Service Fee is inclusive of all costs associated with supplying the Services including but not limited to:
- (i) costs of Aircraft and associated equipment;
  - (ii) cost of modifications to Aircraft and associated equipment;
  - (iii) infrastructure costs;
  - (iv) personnel costs, including training costs;
  - (v) costs associated with management and supervision of operations;
  - (vi) Aircraft operating costs, including lubricants, fuel, hangarage, landing and airways fees;
  - (vii) cost of finance;
  - (viii) licence fees and royalties;
  - (ix) all charges and taxes;
  - (x) insurance and guarantees;
  - (xi) costs associated with the supervision, coordination and management of sub-Aircraft Operators;
  - (xii) any payment or charge that may become due to any sub-Aircraft Operator.
- (c) The CWN Aircraft Operator is entitled to claim:
- (i) the actual reasonable (according to Victorian Public Service Personal Expense Allowance guidelines) cost of meals and accommodation for the pilot when an Aircraft is required to remain overnight away from its Nominated Operational Base on a Tasking Activity; and
  - (ii) the actual costs of any charges levied by the Civil Aviation Safety Authority, the Civil Aviation Authority, AirServices Australia, the Federal Airports Corporation or other airport owner or operator that may be incurred whilst conducting a Tasking Activity, except those charges that are incurred directly in relation to operating from the Nominated Operational Base; and
  - (iii) reimbursement of the actual cost of "callout" fees charged by refuellers where the State's Representative requires that the Aircraft be refuelled outside of normal hours.
- (d) The payment for Aircraft:

at the available state of readiness, includes payment for all Preparedness Activities in respect of such Aircraft.

- (e) Payment transactions shall be undertaken using Electronic Means in accordance with protocols nominated by the State.
- (f) Pilots are required to maintain, on the State's Flight Operations Returns, accurate records of operations including flying time, recorded in actual time and calculated to the nearest 1/100th of an hour. Flight Operations Returns must be submitted with any invoice.
- (g) Invoices must be directed to an Agency, care of the State Aircraft Unit. The relevant Agency will be specified at the time of booking.

## SCHEDULE 4

### SPECIAL CONDITIONS

#### 1. INSURANCE AND INDEMNITY

The CWN Aircraft Operator shall maintain during the Term appropriate liability insurance against liability to third parties (including passengers and crew on the Aircraft) for personal injury and death and damage to property for a minimum amount of **ten million dollars** for each claim unlimited during the policy period. At any time upon request of the State's Representative the CWN Aircraft Operator shall as soon as is reasonably possible and in any event within seven days, produce documentation evidencing the terms of such insurance and its currency to the State's Representative.

#### 2. DEFINITION OF LAW

- (a) The definition of Law in this Contract includes:
  - (i) Civil Aviation Orders and Civil Aviation Regulations and subordinate legislation; and
  - (ii) any relevant operational orders, departmental policies, procedures or instructions, as promulgated from time to time by the State including the Air Operations Manual.
- (b) The CWN Aircraft Operator must obtain any necessary exemptions or special provisions that may be required to provide the Services.

*Last update 30 August 2011*