

20 May 2020

Coast to Kosci Ultramarathon



Dear Sir/ Madam,

We are the new race organisers of the **Coast To Kosci** 240km running Ultramarathon. We're looking to revive Australia's premier ultramarathon for December 2020 and annually thereafter.

Please find attached our application documentation for consideration by the Bega Valley Shire Council (BVSC) Traffic Committee and assuming support, subsequently from the BVSC – the following documents are included:

- BVSC Special Event Transport Management Plan (from the BVSC website);
- **Coast To Kosci** Transport Management Plan, including event details and route;
- Additional attachments to the Transport Management Plan include:
  - 2 Traffic Control Plans, from a certified provider (with reference to the Special Events Planning and Resource matrix);
  - Traffic Control Duties; and
  - Checkpoint Times;
- **Coast To Kosci** Risk Assessment Plan;
- A Certificate of Currency and a copy of the current Public Liability Insurance Cover (\$20,000,000 minimum) – please note that this expires 28 November 2020, at which time a replacement will be provided;
- NSW Forestry Logging Plan – Nullica State Forest; and
- Letter of support from Towamba Public School P&C.

Similar applications for approval are in progress with the Snowy Monaro Regional Shire Council; and imminently with the National Parks and Wildlife Service (NPWS), Roads and Maritime Services (RMS) and NSW Police (communications have been received from Sergeant Kristi Rooke, State Planning Unit at OnRoad Events). We are also monitoring the planned activity by NSW Forestry throughout the planned route, noting no logging activity is in progress for the period. Lastly, due to the uncertainties and impacts created with COVID-19, we appreciate our application will be subject to any and all COVID-19 requirements and restrictions that may be in place in December 2020.

We are also happy to discuss any queries and meet any requirements to enable the event to be held. Our intent is to run a safe and engaging event:

- For all participants and their support personnel;
- To minimise disturbance and maintain safety for road users of the route;
- To economically benefit local communities including smaller communities such as Towamba; and
- To help promote the Bega Valley region nationally and globally to attract future visitors.

We propose to retain the route of the previous **Coast To Kosci** ultramarathons, starting at Twofold Bay (just south of Eden) and finishing at Charlotte Pass via Mt Kosciuszko (in the Kosciuszko National Park). The proposed route traverses the:

- Bega Valley Shire Council area (Twofold Bay to Towamba to Big Jack Mountain);
- South East Forests National Park;
- Snowy Monaro Regional Council area (Cathcart to Bibbenluke to Dalgety to Jindabyne); and
- Kosciuszko National Park.

Subject to approval, the **Coast To Kosci** is intended to commence at 05:30 on Friday 4 December 2020 at Boydtown Beach and finish at 03:30 on Sunday 6 December at Charlotte Pass. Entrants and their support crews would arrive in Eden on Wednesday 2 December and Thursday 3 December ahead of a pre-event dinner and briefing, most likely to be held at the Eden Fisherman's Club. The last placed entrant would be anticipated to leave the Bega Valley Shire Council area, where Big Jack Mountain Rd becomes Big Jack Rd, at approximately 15:30 on Friday 4 December, with trailing event support vehicles coming through shortly thereafter.

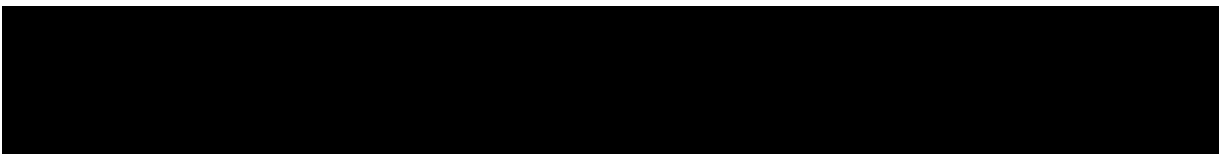
We are frequent visitors to southern NSW and we both know and love the area. Mickey enjoys a good relationship with NPWS as the founder and organiser of the Krazy Kosci Klimb. This annual event has been running without incident since 2013 – it allows 20 teenagers with cerebral palsy, ably assisted with their respective support teams, to participate in a life-changing experience to summit Mt Kosciuszko from Charlotte Pass. Since its inception, nearly 120 participants with cerebral palsy have summited Mt Kosciuszko, simultaneously fundraising A\$1.3M to date (<https://www.krazykosciklimb.com.au>).

**Coast To Kosci** is held in the highest regard amongst the running community, both nationally and internationally. The Australian Ultra Runners Association (AURA) has endorsed the 2020 **Coast To Kosci** subject to all formal approvals being received. We both know the history of **Coast To Kosci**; we've both participated in **Coast To Kosci** several times; and Greg has completed **Coast To Kosci** on 5 occasions. Nevertheless, we are aware of the failures of the past organisers to secure approvals in time for the 2018 event.

We would also welcome the opportunity to work with Aboriginal Land Councils and any other local community groups to create a community event and to support local charities.

Our contact details are below and we would love to meet with you as often as needed via videoconference or teleconference until the COVID-19 restrictions ease, in order to address any queries or concerns the Traffic Committee has about the application; and to seek to maximise the benefits for the Bega Valley Region.

Yours sincerely,



## Special Event Resources

### Special Event Transport Management Plan

Refer to [Chapter 7](#) of the Guide for a complete description of the Transport Management Plan

#### 1. EVENT DETAIL

##### 1.1. Event Summary

Event Name: Coast To Kosci

Event Location: Boydton Beach (near Eden) to Big Jack Rd (near Mt Darragh Rd)

Event Date: 4 Dec 2020 Event Start Time: 05:30 Event Finish Time: 15:30

Event Setup Time: 05:00 Event Pack down Finish Time: 06:00

Event is ☐ off-street ☒ on-street moving ☐ on-street non-moving

Event is ☐ ~~held regularly throughout the year (calendar attached)~~ Annual

##### 1.2. Event Summary

Event Organiser\*: Ultra Marketing Pty Ltd & The Summit Track (Greg Wallace & Mickey Campbell)

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile: [REDACTED]

Email: [REDACTED]

Event Management Company (if applicable): N/A

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

Police: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

Council: Peter Newton, Transport & Drainage Planning Coordinator, Bega Valley Shire Council

Phone: 02 6499 2347 Fax: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: pnewton@begavalley.nsw.gov.au

Transport Management Centre  
(if Class 1 – Sydney Metropolitan Area): \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

Roads & Maritime Service  
(if Class 1 – regional NSW and Class 2 event): \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Mobile: \_\_\_\_\_

Email: \_\_\_\_\_

*\*Note: The Event Organiser is the person or organisation in whose name the Public Liability Insurance is taken out.*

### 1.3. Brief description of the event (one paragraph)

## 2. RISK MANAGEMENT TRAFFIC

Class 1	Class 2	Class 3	<b>2.1. Occupational Health &amp; Safety – Traffic Control</b>
			<input checked="" type="checkbox"/> Risk assessment plan (or plans) attached
			<b>2.2. Public Liability Insurance</b>
			<input checked="" type="checkbox"/> Public liability insurance arranged. Certificate of currency attached.
			<b>2.3. Police</b>
			<input type="checkbox"/> Police written approval obtained
			<b>2.4. Fire Brigades and Ambulance</b>
			<input type="checkbox"/> Fire brigades notified
			<input type="checkbox"/> Ambulance notified

## 3. TRAFFIC & TRANSPORT MANAGEMENT

Class 1	Class 2	Class 3	<b>3.1. The route or location</b>
			<input checked="" type="checkbox"/> Map attached
			<b>3.2. Parking</b>
			<input type="checkbox"/> Parking organised – details attached
			<input checked="" type="checkbox"/> Parking not required
			<b>3.3. Construction, traffic calming and traffic generating developments</b>
			<input type="checkbox"/> Plans to minimise impact of construction activities, traffic calming devices or traffic-generating developments attached
			<input checked="" type="checkbox"/> There are no construction activities, traffic calming devices or traffic-generating developments at the location/route or on the detour routes
			<b>3.4. Trusts, authorities or Government enterprises</b>
			<input type="checkbox"/> This event uses a facility managed by a trust, authority or enterprise; written approval attached
			<input checked="" type="checkbox"/> This event does not use a facility managed by a trust, authority or enterprise
			<b>3.5. Impact on/or Public Transport</b>
			<input type="checkbox"/> Public transport plans created - details attached
			<input checked="" type="checkbox"/> Public transport not impacted or will not impact event
<b>3.6. Reopening roads after moving events</b>			
<input checked="" type="checkbox"/> This is a moving event - details attached.			
<input type="checkbox"/> This is a non-moving event.			
<b>3.7. Traffic management requirements unique to this event</b>			
<input type="checkbox"/> Description of unique traffic management requirements attached			
<input checked="" type="checkbox"/> There are no unique traffic requirements for this event			
<b>3.8. Contingency plans</b>			
<input checked="" type="checkbox"/> Contingency plans attached			



Class 1

Class 2

**3.9. Heavy vehicle impacts**

- ☐ Impacts heavy vehicles – RMS/TMC to manage
- ☒ Does not impact heavy vehicles

**3.10. Special event clearways**

- ☐ Special event clearways required - RMSTMC to arrange
- ☒ Special event clearways not required

**4. MINIMISING IMPACT ON NON-EVENT COMMUNITY & EMERGENCY SERVICES**

Class 1

Class 2

Class 3

**4.1. Access for local residents, businesses, hospitals and emergency vehicles**

- ☐ Plans to minimise impact on non-event community attached
- ☒ This event does not impact the non-event community either on the main route (or location) or detour routes

**4.2. Advertise traffic management arrangement**

- ☐ Road closures or restrictions - advertising medium and copy of proposed advertisements attached
- ☐ No road closures or restrictions but special event clearways in place - advertising medium and copy of proposed advertisements attached
- ☒ No road closures, restrictions or special event clearways - advertising not required

**4.3. Special event warning signs**

- ☒ Special event information signs are described in the Traffic Control Plan/s
- ☐ This event does not require special event warning signs

**4.4. Permanent Variable Message Signs**

- ☐ Messages, locations and times attached
- ☒ This event does not use permanent Variable Message Signs

**4.5. Portable Variable Message Signs**

- ☒ The proposed messages and locations for portable VMS are attached
- ☒ This event does not use portable VMS

## 5. PRIVACY NOTICE

The "Personal Information" contained in the completed Transport Management Plan may be collected and held by the NSW Police, the NSW Roads & Maritime Services (RMS), Transport Management Centre (TMC) or Local Government.

I declare that the details in this application are true and complete. I understand that:

- The "personal information" is being collected for submission of the Transport Management Plan for the event described in Section 1 of this document.
- I must supply the information under the Road Transport Legislation (as defined in the *Road Transport (General) Act 1999*) and the *Roads Act 1993*.
- Failure to supply full details and to sign or confirm this declaration can result in the event not proceeding.
- The "personal information" being supplied is either my own or I have the approval of the person concerned to provide his/her "personal information".
- The "personal information" held by the Police, RMS/TMC or Local Government may be disclosed inside and outside of NSW to event managers or any other person or organisation required to manage or provide resources required to conduct the event or to any business, road user or resident who may be impacted by the event.
- The person to whom the "personal information" relates has a right to access or correct it in accordance with the provisions of the relevant privacy legislation.
- 

## 6. APPROVAL

TMP Approved by: Greg Wallace  
Mickey Campbell Event Organiser 20 May 2020 Date

## 7. AUTHORISATION TO \*REGULATE TRAFFIC

Council's traffic management requirements have been met. Regulation of traffic is therefore authorised for all non-classified roads described in the risk management plans attached to this TMP.

Regulation of traffic authorised by: \_\_\_\_\_ Council \_\_\_\_\_ Date

The RMS/TMC's traffic management requirements have been met. Regulation of traffic is therefore authorised for all classified roads described in the risk management plans attached to this TMP.

Regulation of traffic authorised by: \_\_\_\_\_ RMS/TMC \_\_\_\_\_ Date

\* "Regulate traffic" means restrict or prohibit the passage along a road of persons, vehicles or animals (*Roads Act, 1993*). Council and RMS/TMC require traffic to be regulated as described in the risk management plans with the layouts installed under the direction of a qualified person.

## Special Event Planning & Resource Matrix

Event Class	Description	Features	Examples	Lead Times for Agency Approval	Police Fees	Council Fees	RMS/TMC Fees
1	A Class 1 Event <ul style="list-style-type: none"> <li>Impacts major traffic &amp; transport systems</li> <li>disrupts the non-event community over a wide area</li> <li>requires the involvement of Police or more Councils and the RMS/TMC.</li> <li>requires detailed Transport Management Plan</li> <li>requires advertising the event's traffic aspects to a wide audience</li> </ul>	A Class 1 event may <ul style="list-style-type: none"> <li>be conducted on-road or in its own venue</li> <li>involve trusts and authorities when using facilities managed by them</li> <li>involve Transport Management Centre</li> <li>involve the NSW Trains, Sydney Trains and State Transit,</li> <li>involve the Light Rail, Ferries and Point to Point Transport commissioner (taxi &amp; ride share)</li> <li>involve private bus and coach organisations</li> <li>impact the road transport industry</li> <li>require RMS/TMC to provide Special Event Clearways</li> <li>require RMS/TMC to provide heavy vehicle detour routes</li> <li>require the RMS to adjust traffic signals</li> <li>require RMS/TMC to manage Variable Message Signs</li> <li>depending on the nature of the event, invoke the Police "Use Pay" policy.</li> </ul>	For example: <ul style="list-style-type: none"> <li>an event: that affects a principal transport route in Sydney or</li> <li>an event that reduces capacity of the main highway through a country town or</li> <li>a bicycle race that involves the Sydney Harbour Bridge</li> </ul>	Minimum 4 months from first approach to Council to proposed start date  6 months for vehicle races	Charges apply where: <i>"it is deemed the services are specifically for the benefit of those organising and/or attending the event and not for the benefit of the public at large"</i>	As described in Council's Special Events Policy  Asset rentals: refer to Council	Marginal costs apply where services are provided above those normally provided to the community.  RMS/TMC provides quote  Asset rental: refer to RMS/TMC
2	A Class 2 Event <ul style="list-style-type: none"> <li>Impacts local traffic and transport systems but does not impact major traffic &amp; transport systems</li> <li>disrupts the non-event community in the area around the event but not over a wide area</li> <li>Requires the involvement of Police and Local Council</li> <li>Requires a detailed Transport Management Plan</li> <li>Requires advertising the event's traffic aspect to the local community</li> </ul>	A Class 2 event may <ul style="list-style-type: none"> <li>Be conducted on-road or in its own venue</li> <li>involve trusts and authorities when using facilities managed by them</li> <li>involve the NSW Trains, Sydney Trains and State Transit,</li> <li>involve the Light Rail, Ferries and Point to Point Transport commissioner (taxi &amp; ride share)</li> <li>involve private bus and coach organisations</li> <li>depending on the nature of the event, invoke the Police "Use Pay" policy.</li> </ul>	For example: <ul style="list-style-type: none"> <li>an event that blocks off the main street of a town or shopping centre but does not impact a principal transport route or highway</li> <li>a motor rally on local country roads</li> </ul>	Minimum 3 months  3 months for vehicle races	Charges apply where: <i>"it is deemed the services are specifically for the benefit of those organising and/or attending the event and not for the benefit of the public at large"</i>	As described in Council's Special Events Policy  Asset rentals: refer to Council	
3	A Class 3 Event <ul style="list-style-type: none"> <li>does not impact local or major traffic &amp; transport systems</li> <li>disrupts the non-event community in the immediate area only</li> <li>requires Local Council and Police consent</li> <li>is conducted on-street in a very low traffic area such as a dead-end or cul-de-sac</li> <li>requires Police agreement that event qualified as Class 3</li> <li>is never used for vehicle races</li> </ul>	A Class 3 event, depending on Local Council policy may <ul style="list-style-type: none"> <li>require a simplified Transport Management Plan</li> <li>not be available in all Council areas</li> <li>depending on the nature of the event, invoke the Police "User Pay" policy</li> <li>require advertising the event's traffic aspects to the community</li> </ul>	For example: <ul style="list-style-type: none"> <li>an on-street neighbourhood Christmas party</li> </ul>	Minimum 6 weeks	Charges apply where: <i>"it is deemed the services are specifically for the benefit of those organising and/or attending the event and not for the benefit of the public at large"</i>	As described in Council's Special Events Policy  Asset rentals: refer to Council	
4	A Class 4 Event is intended for small on street events and <ul style="list-style-type: none"> <li>requires Police consent only</li> <li>is within the capacity of the Police to manage on their own</li> <li>is not a protest or demonstration</li> <li>is always an on-street event</li> <li>does not require RMS/TMC or Council consent</li> <li>does not require advertising the event's traffic aspect to the community</li> <li>does not require a Transport Management Plan</li> <li>does not require the involvement of other Government agencies</li> </ul>	A Class 4 event may <ul style="list-style-type: none"> <li>be conducted on classified or unclassified roads</li> <li>cause zero to considerable disruption to the non-event community</li> <li>cross Police Local Area Commands (LACs)</li> <li>cross Local Government Areas (LGAs)</li> <li>require Council or RMS/TMC to assist when requested by Police</li> <li>depending on the nature of the event, invoke the Police "User Pay" policy</li> </ul>	For example: <ul style="list-style-type: none"> <li>a small ANZAC Day march in a country town</li> <li>a small parade conducted under Police escort</li> </ul>	Minimum 1 month	Charges apply where: <i>"it is deemed the services are specifically for the benefit of those organising and/or attending the event and not for the benefit of the public at large"</i>		

Event Class	Transport Management Plan	Risk Management Plans (Traffic Control) under OH&S Act 2000	Advertise Transport Management Arrangements	Liability Insurance	Special Event Clearway. Heavy Vehicle Detour	Public Transport	Emergency Vehicle & Local Access	Parking	Contingency Planning
1	TMP model recommended	Traffic control layouts drawn up by a qualified person and installed under the guidance of a qualified person recommended  Need to consider access for disabled persons	28 days for all events that require regulation of traffic or where special event clearways in operation  Not required where there is no regulation of traffic	Required with Council, TMC & Police (if police user Pays in force) named on policy. Also RMS if using RMS asset  Certificate of currency required	RMS arranges if required  RMS provides quote	Promote where practicable	Required. Refer to TMP	May be required.  Need to consider parking for disabled persons	Recommended
2	TMP model recommended	Traffic control layouts drawn up by a qualified person and installed under the guidance of a qualified person recommended  Need to consider access for disabled persons	28 days for all events that require regulation of traffic or where special event clearways in operation  Not required where there is no regulation of traffic	Required with Council & Police (if police user Pays in force) named on policy.  Certificate of currency required		Promote where practicable	Required. Refer to TMP	May be required.  Need to consider parking for disabled persons	Recommended
3	TMP model recommended	Traffic control layouts drawn up by a qualified person and installed under the guidance of a qualified person recommended  Need to consider access for disabled persons	28 days for all events that require regulation of traffic or where special event clearways in operation  Not required where there is no regulation of traffic	Required with Council & Police (if police user Pays in force) named on policy.  Certificate of currency required			Required. Refer to TMP		
4				Required with Council & Police (if police user Pays in force) named on policy.  Certificate of currency required			Required. Refer to TMP		

## Schedule 1 Form – Notice of Intention to Hold a Public Assembly

Taken from NSW Police website:

[https://www.police.nsw.gov.au/data/assets/pdf\\_file/0007/275560/Notice\\_of\\_Intention\\_to\\_Hold\\_a\\_Public\\_Assembly.pdf](https://www.police.nsw.gov.au/data/assets/pdf_file/0007/275560/Notice_of_Intention_to_Hold_a_Public_Assembly.pdf)

### Summary Offences Act 1988

To the Commissioner of Police

1 We Gregory Wallace & Mickey Campbell  
Name

Organisation

notify the Commissioner of Police that on the 4th  
Day

of December 2020  
Month/Year

it is intended to hold:

either:

(a) a public assembly, not being a procession, of approximately

N/A

.....persons which will assemble  
Number

at .....  
Place

at approximate .....am/pm  
Time

and disperse at approximately .....am/pm  
Time

or

(b) a public assembly, being a procession of approximately 200  
Number

persons which will assemble at Boydton Beach, Eden NSW  
Place

at approximately 05:00 .....am/pm  
Time

and at approximately 05:30 .....am/pm the procession will

commence and shall proceed .....

From Boydton Beach (Eden) to Charlotte Pass, via Mt Kosciuszko:

- To Cathcart via Princes Hwy (600m), fire trails including Brandy Creek fire trail, Towamba Rd, Big Jack Mountain Rd, Big Jack Rd and Mount Darragh Rd;
- And then to Bibbenluke via Black Lake Rd;
- And then to Dalgaty via Monaro Highway (600m), Bukalong Siding Rd, Gunninggrach Rd and The Snowy River Way;
- And then to Jindabyne via The Snowy River Way and Barry Way; and
- And then to Charlotte Pass via Kosciuszko Rd before summiting Mount Kosciuszko and returning to Charlotte Pass by no later than 3:30am Sunday, 6 December.

Specify route, any stopping places and the approximate duration of any stop: and the approximate time of termination. A diagram may be attached.

**2** The purpose of the proposed assembly is.....

The holding of the 'Coast To Kosci' 240km running Ultramarathon – Australia's premier ultramarathon event, limited to 50 pre-qualified runners. This is a continuous running race with no scheduled stops, progressive cut-off times and an overall cut-off time of 46hrs after the event commencement.

State purpose

**3** The following special characteristics associated with the assembly would be useful for the Commissioner of Police to be aware of in regulating the flow of traffic or in regulating the assembly:

\* (i) There will be <sup>56</sup>.....(number) of vehicles and/or\* floats involved and their type and dimensions are as follows:

All vehicles will be limited to sedans, station wagons, sports utility vehicles (SUVs), 4WD vehicles and light commercial vans, acting in a support capacity to the runners.

\* (ii) There will be <sup>N/A</sup>.....(number) of bands, musicians, entertainers etc entertaining or addressing the assembly

\* (iii) The following number and type of animals will be involved in the assembly

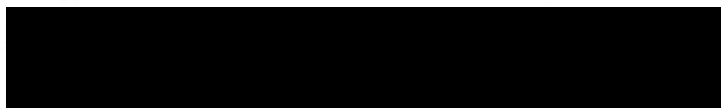
N/A

\* (iv) Other special characteristics of the proposed assembly are as follows:

Vehicles will not be travelling as a convoy and will be spread out over the route. No special traffic restrictions have been requested to apply, and no access to properties will be blocked by vehicles. Normal traffic rules and regulations apply. Vehicle hazard lights and headlights will always be on.

**4** I take responsibility for organising and conducting the proposed public assembly.**5** Notices for the purposes of the *Summary Offences Act 1988* may be served on me at the following:

Address:



Post Code

Telephone:



Signed:

Capacity/Title

Date

20 May 2020



## Transport Management Plan

May 2020

### Version Control

Date	Version	Amendments
15 May 2020	1.0	First Draft
20 May 2020	2.0	Final



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# 1.0 Introduction

## 1.1 Background

On 10 December 2004, 4 runners assembled for an inaugural unofficial run from Boydtown Beach to Mt Kosciuszko to see if it could be done. They were successful, and in 2007, the **Coast To Kosci** became an established Event. It is widely viewed as the most challenging ultramarathon in Australia.

Due to inconsistencies in formal approvals and challenges with approval timeframes, the 2018 event was cancelled. There was no attempt to make application to hold the event in 2019.

Effective April 2020, Mickey Campbell and Greg Wallace are the new organisers of the **Coast To Kosci** event. Mickey and Greg have taken over ownership of the event from the prior organisers. Both Mickey and Greg are frequent visitors to southern NSW and both know and love the area. Both are also experienced extreme event competitors:

- Mickey is an experienced event competitor completing multiple ultramarathon and Ironman events. Mickey has also completed the 5,000km 12 Day Race Across America. Mickey already enjoys a good relationship with NPWS as the founder and organiser of the Krazy Kosci Klimb. This annual event has been running without incident since 2013 – it allows 20 teenagers with cerebral palsy, ably assisted with their respective support teams, to participate in a life-changing experience to summit Mt Kosciuszko from Charlotte Pass. Since its inception, nearly 120 participants with cerebral palsy have summited Mt Kosciuszko, simultaneously fundraising A\$1.3M to date (<https://www.krazykosciklimb.com.au>); and
- Greg is an experienced event competitor completing over 25 ultramarathon and Ironman events. Greg has also completed an 800km in 8 days ultra-running event and is a five-time entrant and finisher of Coast to Kosciuszko.

## 1.2 Context

**Coast To Kosci** is seeking all necessary approvals to enable the event to be held in December 2020 and then annually every December thereafter. The 2020 event is obviously dependent on any NSW COVID-19 restrictions in situ.

Engagement has commenced with all the relevant authorities who have jurisdiction over the proposed route, namely:

- Bega Valley Shire Council;
- Snowy Monaro Regional Council;
- NSW Police - Southern Region which covers:
  - South Coast Police District; and
  - Monaro Police District;
- NSW Roads and Maritime Services (RMS);
- NSW National Parks and Wildlife Services (NPWS); and
- Additional considerations are in progress including:
  - Monitoring NSW Forestry logging areas and activity – these are currently identified as Nullica State Forest (paused) and Tantawangalo State Forest (planned); and

- Engaging Towamba Public School P&C to utilise **Coast To Kosci** as a fundraising opportunity (prior events saw the Towamba Public School generate ~\$2k in fundraising revenue per year).

## 1.3 Purpose of this Document

The Transport Management Plan (TMP) for **Coast To Kosci** should be read in conjunction with the **Coast To Kosci** Risk Assessment Plan (RAP) – these two documents comprise the overall Management Plan for the **Coast To Kosci** ultramarathon running event.

This Transport Management Plan includes:

- Details of the proposed event component within the Bega Valley Shire Council only;
- Details of travel and parking arrangements;
- Impacts and arrangements for residents; and
- Any management measures to mitigate likely traffic and parking impacts.

## 2.0 Details of Proposed Event

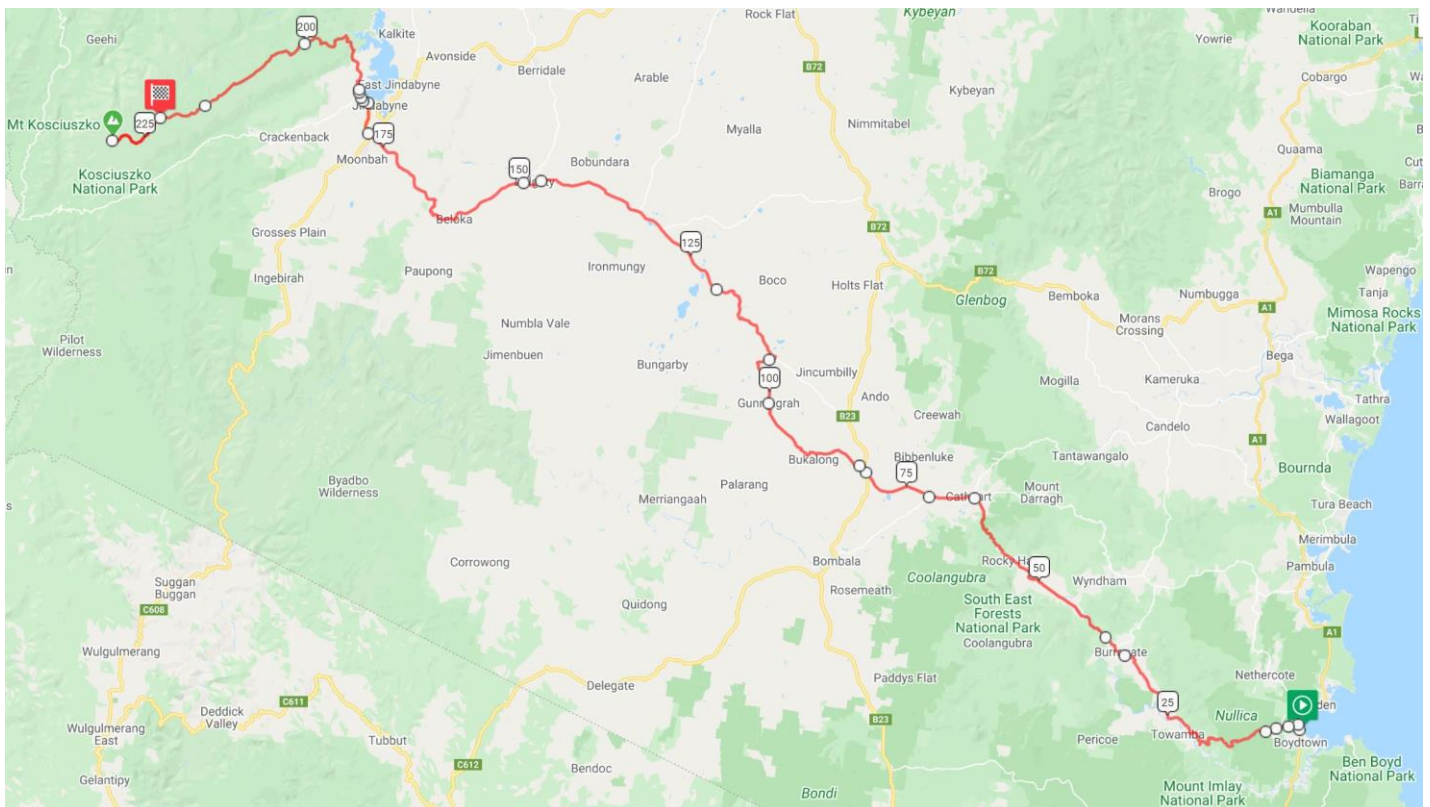
### 2.1 Event Location and Route

The proposal is to retain the route of the previous **Coast To Kosci** ultramarathons, starting at Twofold Bay (just south of Eden) and finishing at Charlotte Pass via Mt Kosciuszko (in the Kosciuszko National Park). The route would look to traverse the following areas:

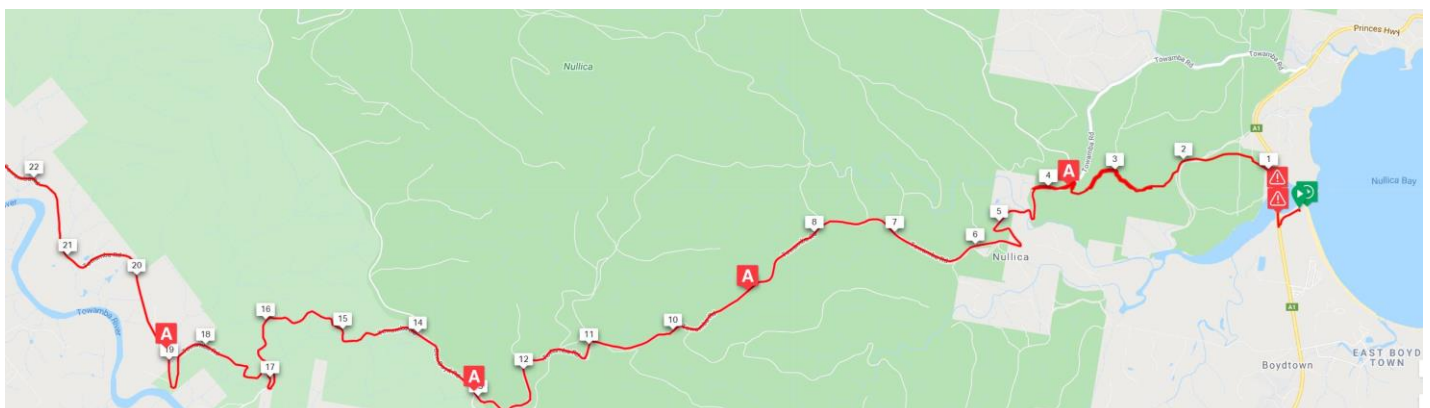
- Bega Valley Shire Council area (Twofold Bay to Towamba to Big Jack Mountain);
- South East Forests National Park;
- Snowy Monaro Regional Council area (Cathcart to Bibbenluke to Dalgety to Jindabyne); and
- Kosciuszko National Park.

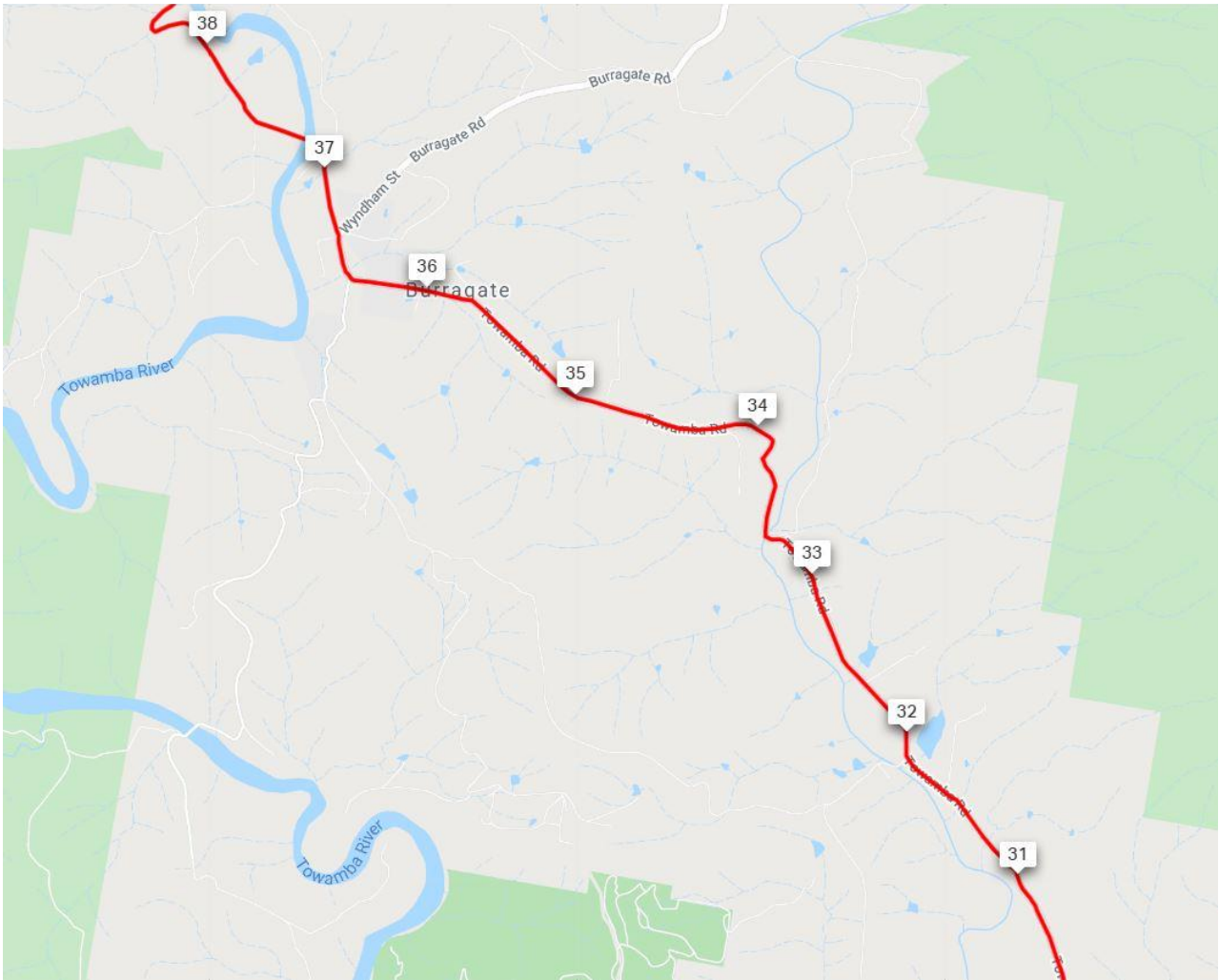
#### 2.1.1 Overall Event Route

The overall route can be accessed online via <https://ridewithgps.com/routes/32569373>

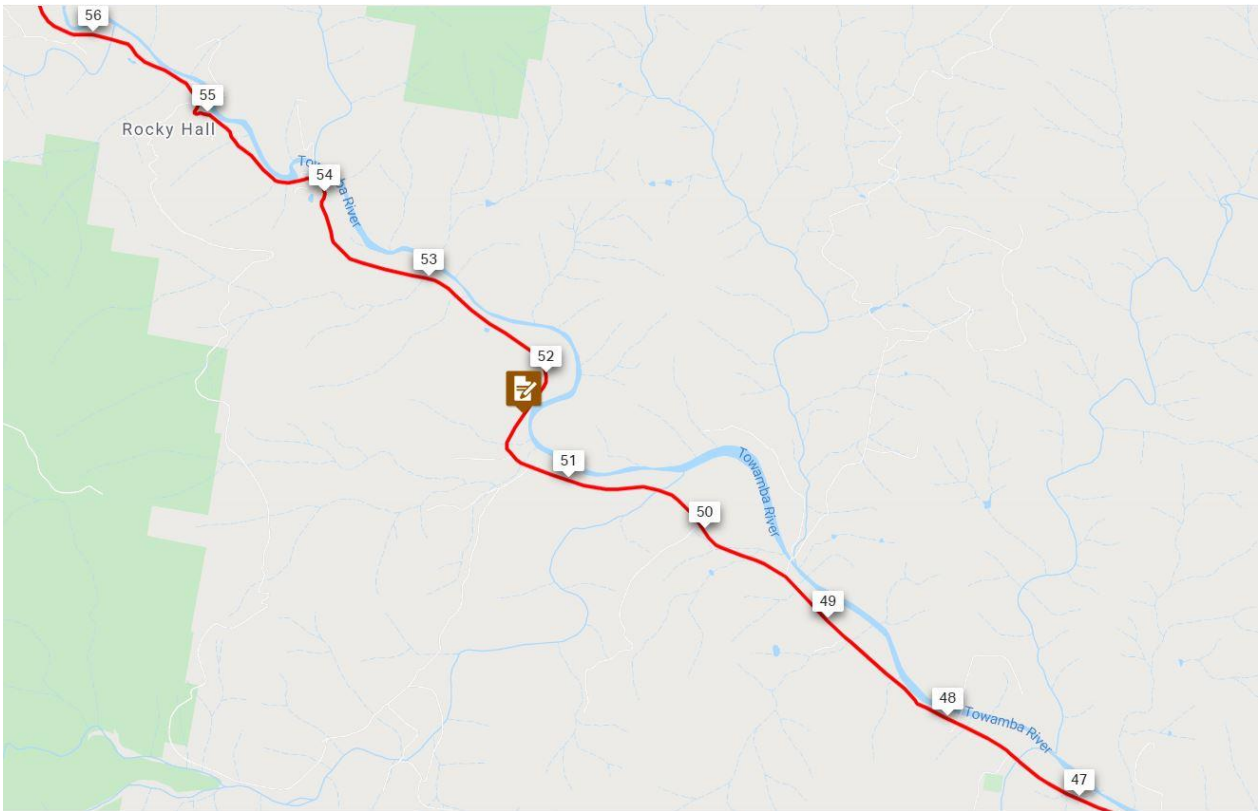
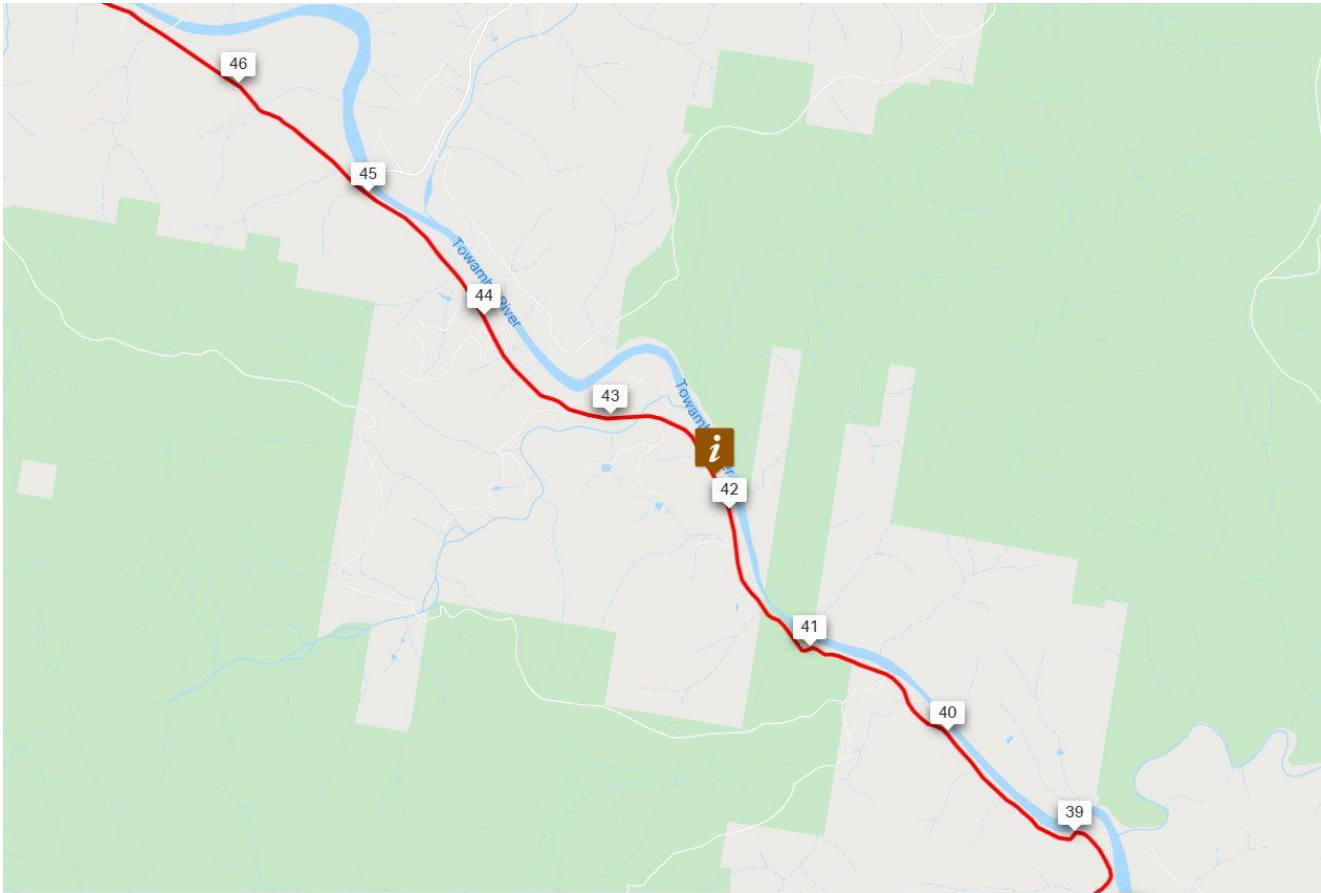


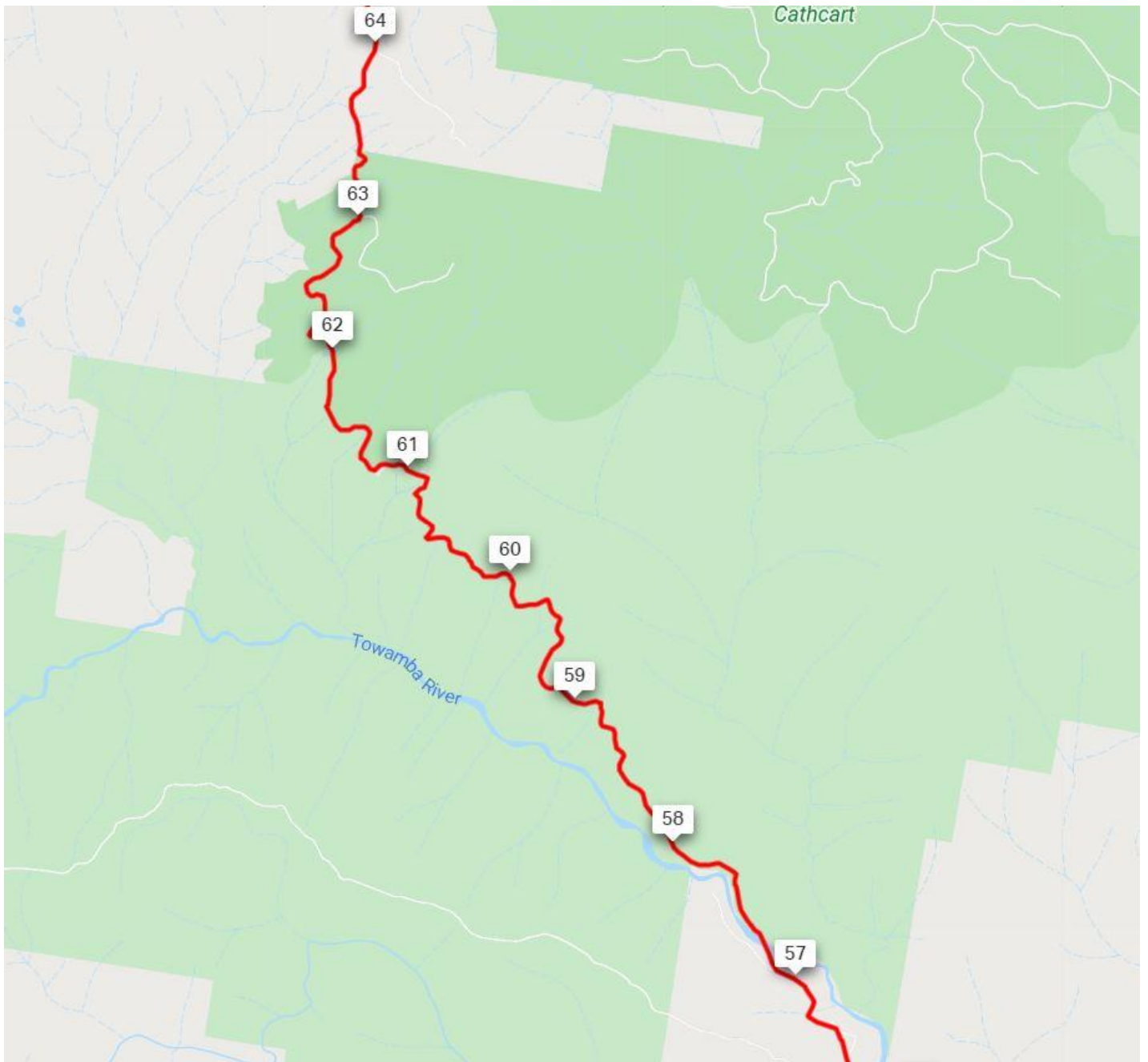
#### 2.1.2 Event Route Within Bega Valley Shire Council



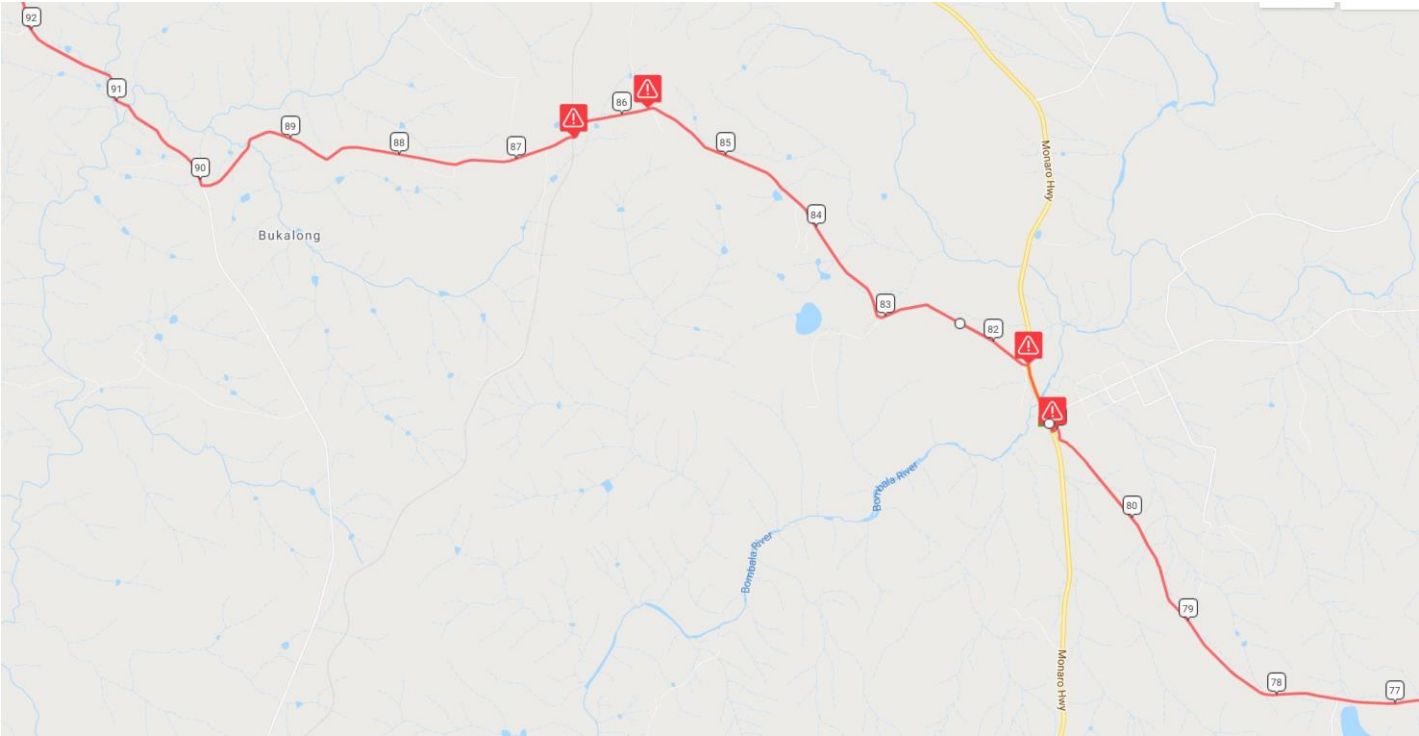
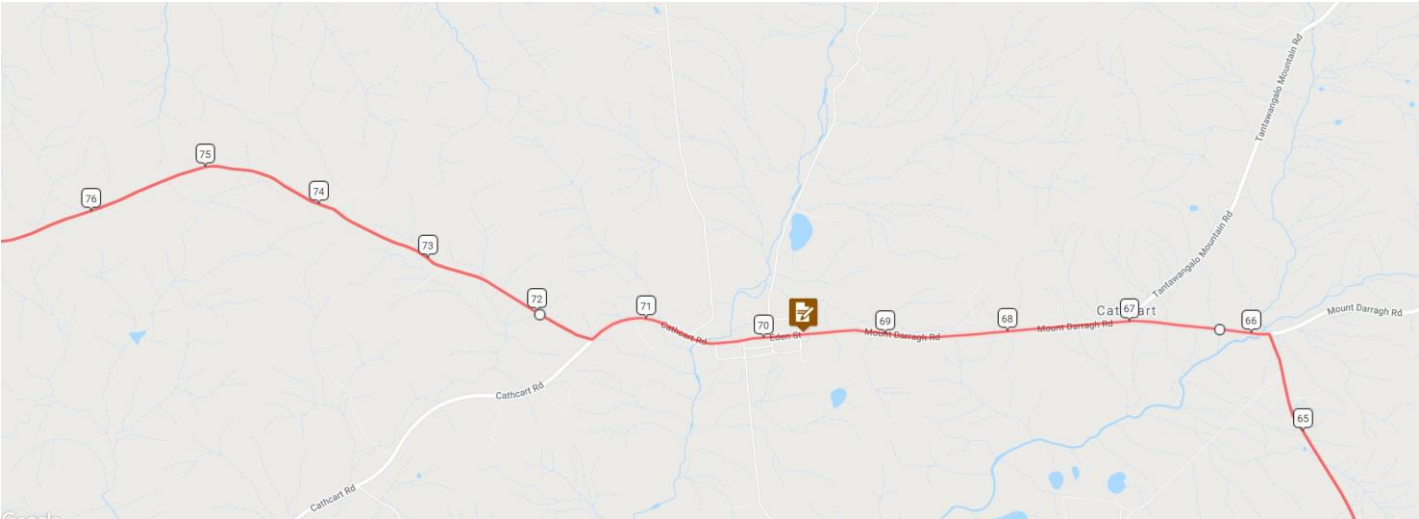


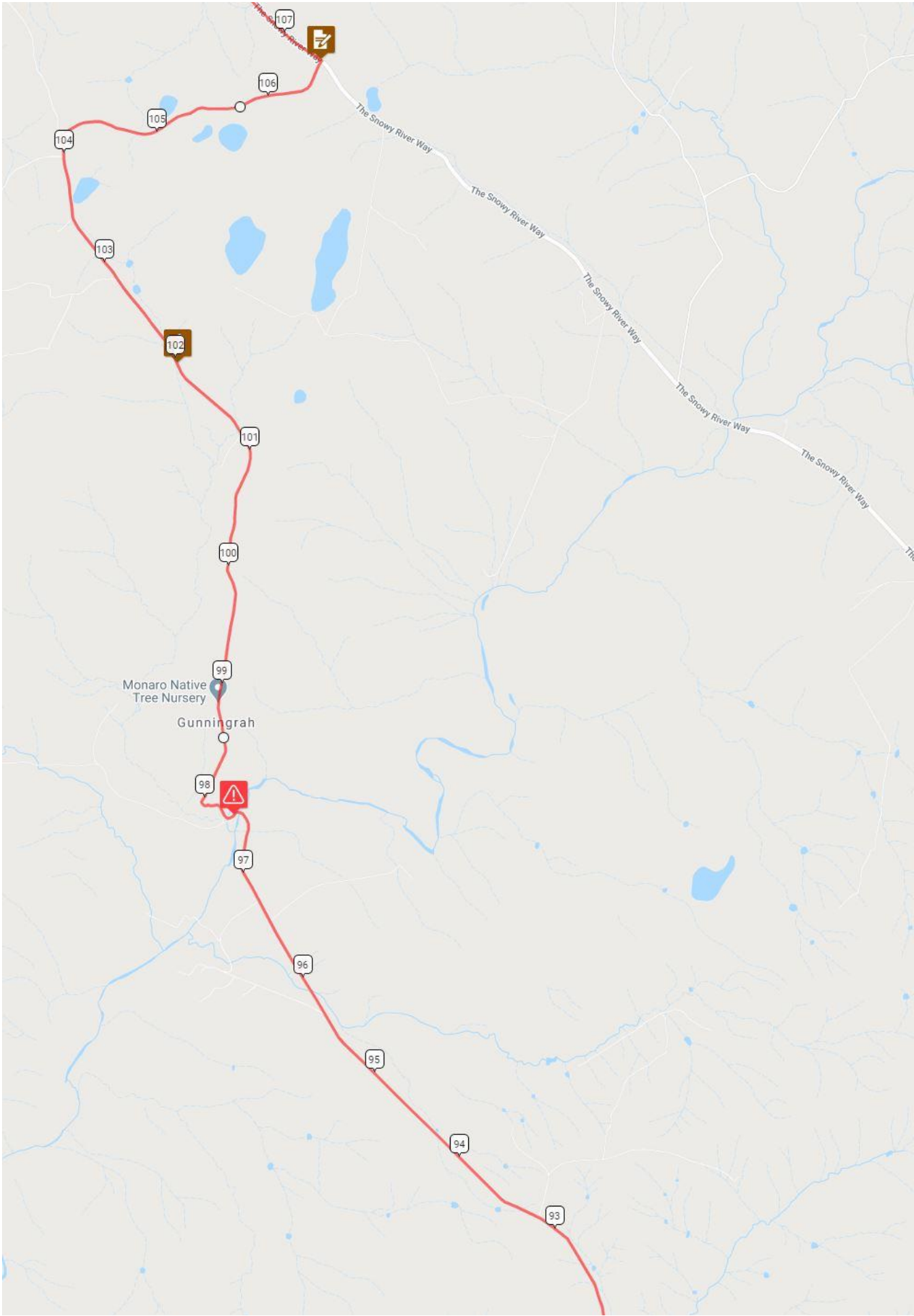




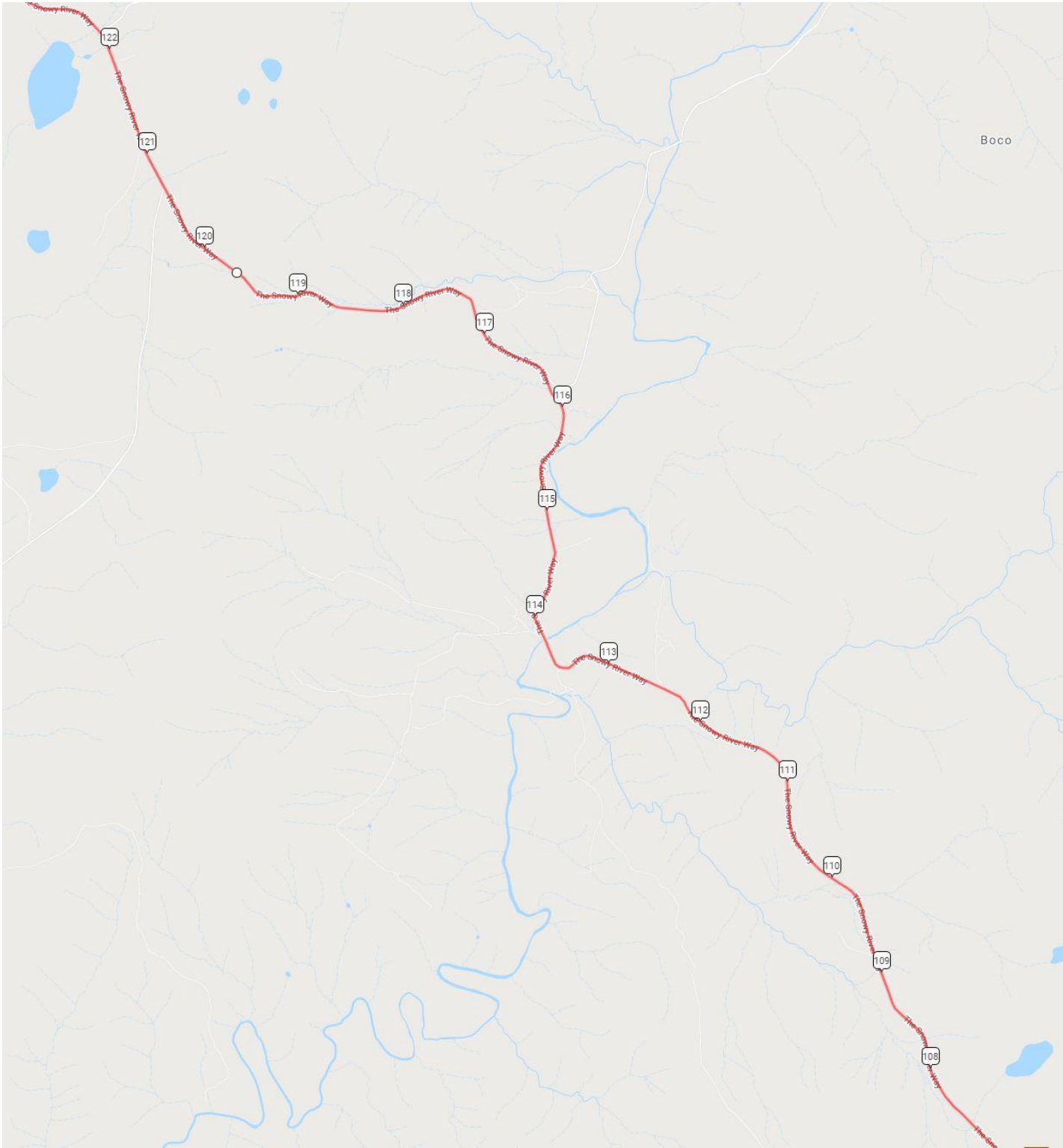


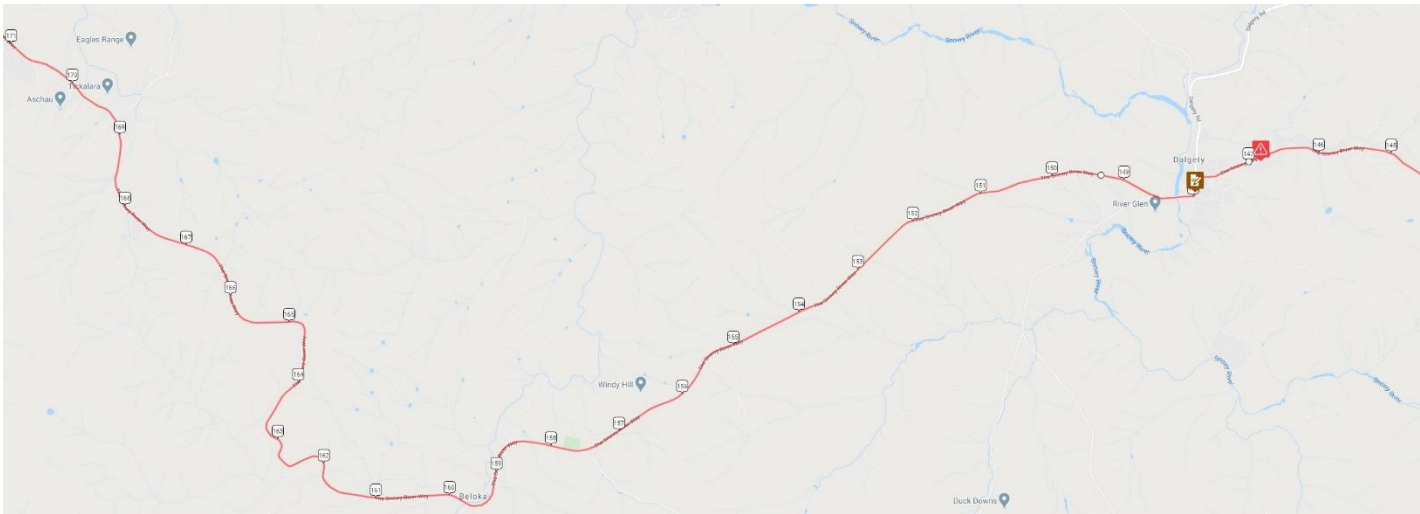
2.1.3 Event Route Within Snowy Monaro Regional Council

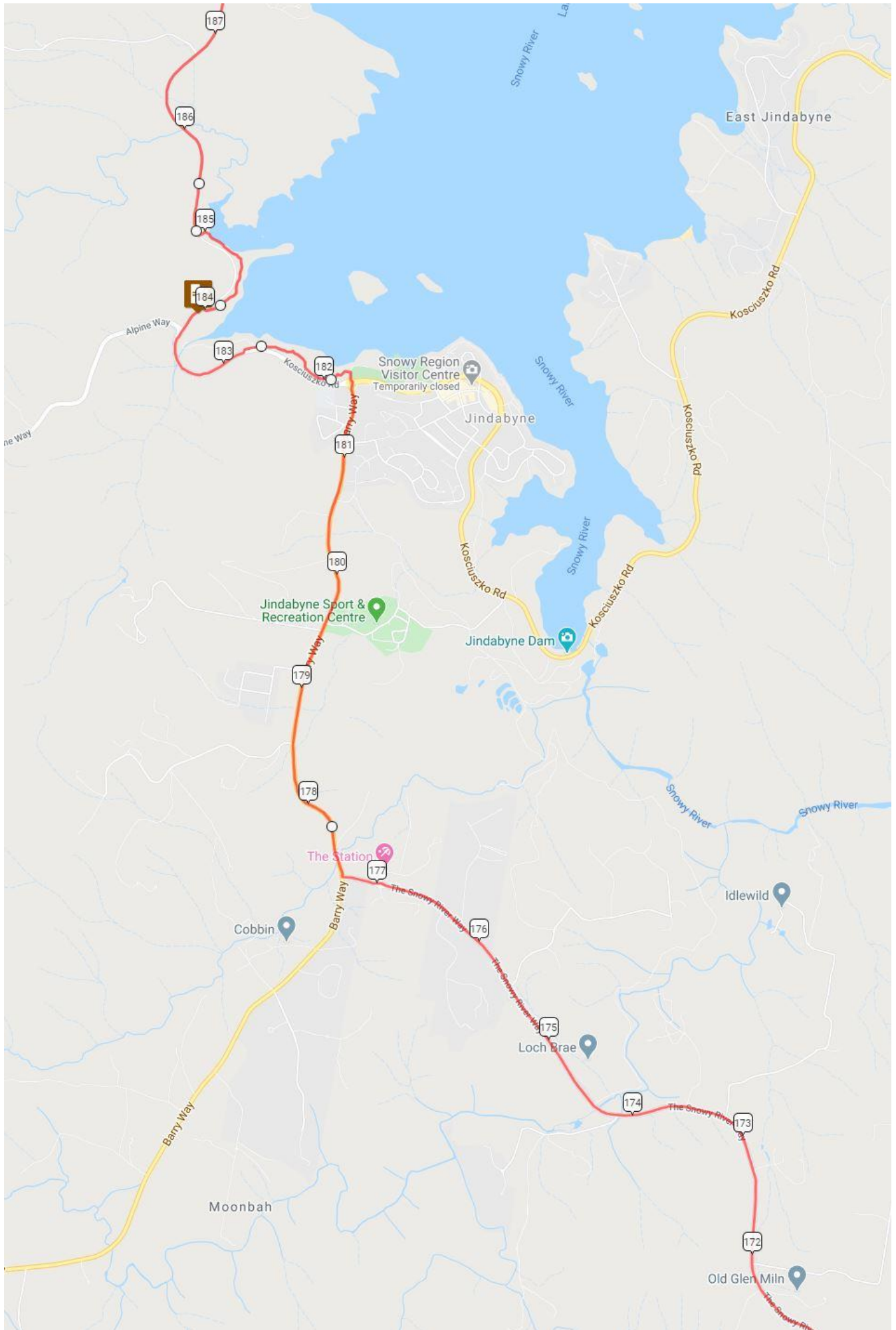


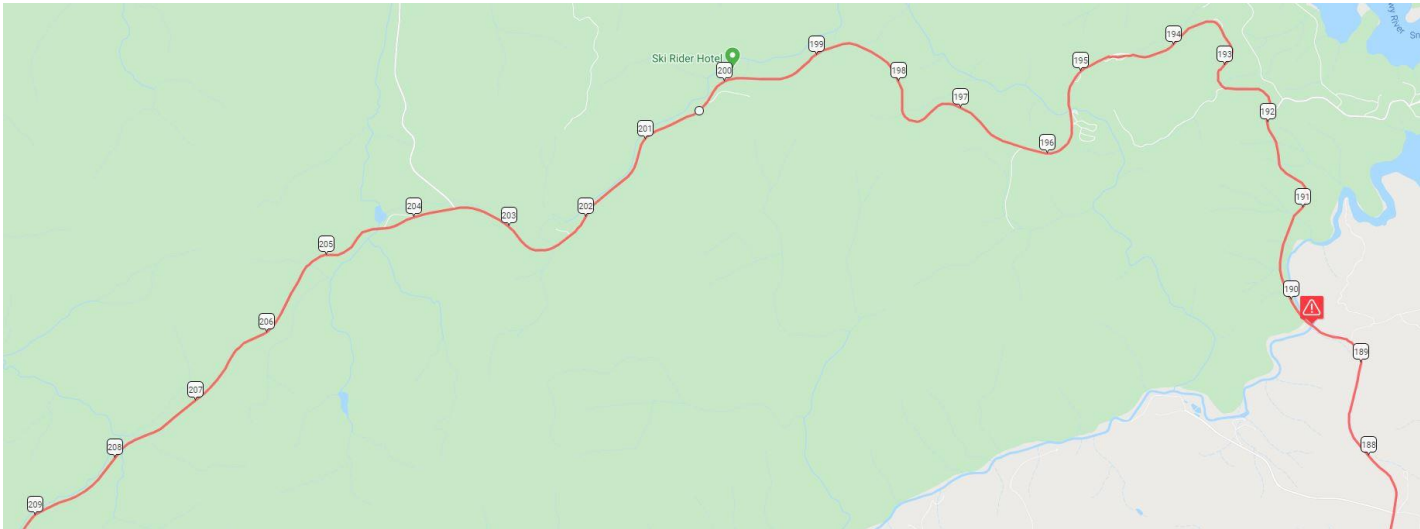












## 2.1.4 Overall Event Route Details

Direction	Direction Details	Distance Marker	Comments
►	Start from Boydtown Beach in Twofold Bay, immediately south of Nullica River mouth	0.0km	Commences at 05:30
↑	Continue onto Nullica Mouth Rd	0.0km	
→	Turn right onto Princes Hwy/A1	0.3km	Keep to the right of the safety barrier on the eastern side to cross the Nullica River bridge on footpath
←	After bridge, cross Princes Hwy/A1 here	0.5km	Cross Princes Hwy here where there will be a marshal, complemented with cones, to outline the path. Runners must only cross here under the direction of the marshal, who will be the sole approver to cross the road, pending clear roads on either side
↑	Continue on verge (2m clearance) on left side of Hwy	0.5km	DO NOT RUN on the bitumen
←	Turn left onto firetrail (50m after 'KEEP LEFT UNLESS OVERTAKING' sign)	0.9km	
↖	Slight left	1.2km	
→	Turn right onto Brandy Creek Trail	2.1km	
←	Turn left onto Towamba Rd	3.7km	There will be a marshal here to ensure everyone has been accounted for; and to ensure everyone is heading in the right direction
→	Turn right to stay on Towamba Rd	5.5km	
↑	Continue onto Ben Boyd Rd	13.1km	
↑	Continue onto Towamba Rd	14.0km	At 23.9km mark, runners meet up with their support crews
↑	Continue onto Pericoe St	35.8km	
↑	Continue straight onto Towamba St	36.4km	
←	Turn left to stay on Towamba St	36.7km	
↑	Continue onto Big Jack Mountain Rd	37.1km	At 50km mark, there is a mandatory checkpoint at Rocky Hall
↑	Continue onto Big Jack Rd	64.0km	
←	Turn left onto Mount Darragh Rd	65.9km	
↑	Continue onto Eden St	69.2km	At 70km mark, there is a mandatory checkpoint at Cathcart General Store
↑	Continue onto Cathcart Rd	70.4km	
→	Turn right onto Black Lake Rd	71.5km	
←	Turn left to stay on Black Lake Rd	81.0km	



→	Turn right onto Monaro Hwy/B23	81.0km	Runners run on right-hand side of the road here, facing oncoming traffic to cross Bombala River
←	Turn left onto Bukalong Siding Rd	81.6km	Cross Monaro Hwy here where there will be a marshal, complemented with cones, to outline the path. Runners must only cross here under the direction of the marshal, who will be the sole approver to cross the road, pending clear roads on either side
→	Turn right onto Gunningrach Rd	90.0km	There will be numerous cattle grids for the next 20kms to negotiate
←	Turn left onto The Snowy River Way	106.6km	There is a mandatory checkpoint here
↑	Continue onto Barnes St	147.5km	There is a Cut-Off Point here for 06:30 on Saturday
←	Turn left onto Campbell St	147.7km	
→	Turn right onto The Snowy River Way	148.0km	At 148.1km mark, there is a mandatory checkpoint at Dalgety Memorial Hall
→	Turn right onto Barry Way	177.3km	
↑	At the roundabout, take the 3 <sup>rd</sup> exit	181.6km	
←	Turn left onto bike path	181.7km	
←	Turn left to stay on bike path	181.9km	
↑	Continue through Jindabyne Caravan Park	183.7km	There is a mandatory checkpoint here at the Jindabyne Caravan Park
↑	Continue straight ahead to stay on bike path	184.0km	
→	Turn right to stay on bike path	185.0km	
→	Turn right to join Kosciuszko Rd from bike path	185.3km	At 189.4km mark, there is a Cut-Off Point at the Thredbo River crossing for 14:30 on Saturday
←	Slight left	194.4km	
←	Slight left onto Kosciuszko Rd	194.7km	At 212.4km mark, there is a mandatory checkpoint at Perisher Village
→	Slight right onto Summit Walk	221.9km	There is a Cut-Off Point here at Charlotte Pass for midnight on Saturday
→	Turn right to stay on Summit Walk	229.5km	
←	Slight left to stay on Summit Walk	230.2km	At 231.5km mark, the summit of Mt Kosciuszko is reached – turn around and return the same way you came
←	Turn left to stay on Summit Walk	232.8km	
■	Finish just after end of Summit Walk	240.4km	Finish line Cut-Off Point is at 03:30 on Sunday

## 2.2 Event Timing

The proposed timing for the 2020 **Coast To Kosci** event is Thursday 3 December to Sunday 6 December. Moving forward, the plan is to continue to hold the event in the first week of December on an annual basis.

All people associated with the event make their own way to Eden in order to arrive prior to the Welcome Dinner and Pre-Event Briefing. Some people may travel and arrive in Eden up to 2-3 days prior.

Event activity in the Bega Valley Shire Council commences at 18:00 on Thursday 3 December and concludes when the final event vehicle departs the shire boundary at Big Jack Mountain Rd at approximately 15:00 on Friday 4 December.

Event activity in the Snowy Monaro Regional Council commences at approximately 11:00 on Friday 4 December and concludes when the final event vehicle crosses the Thredbo River on Kosciuszko Rd at 14:30 on Saturday 5 December.

The key timings of the event are listed below:

- Thursday 3 December:
  - 18:00 – Welcome Dinner and Pre-Event Briefing at the Eden Fisherman's Club, 217 Imlay Street, Eden. The Pre-Event Briefing covers off an event overview; the rules and general guidelines; a comprehensive safety briefing; and a check of PPE mandatory materials; and
  - There are no special local traffic requirements or activity i.e. normal on street or off-street parking restrictions would apply – as per any function held at the Eden Fisherman's Club. Note that a number of people stay opposite the Eden Fisherman's Club at the Twofold Bay Motor Inn, with off-street parking
- Friday 4 December:
  - 05:00 – Entrants and support teams assemble at Boydtown Beach; and
  - 05:30 – Event commences (with a simple 'go' i.e. no starter's pistol or loud hailer, etc.).
- Saturday 5 December:
  - 06:30 cut-off – Dalgety (148 km/25 hours);
  - 14:30 cut-off – Thredbo River (188 km/33 hours); and
  - 00:00 midnight cut-off – Charlotte Pass (222km/42:30 hours).
- Sunday 6 December:
  - 03:30 cut-off – Charlotte Pass Finish Line (240km/46 hours);
  - 09:00 – Post-Event breakfast at Lake Jindabyne Hotel Motel, McLure Circuit, Jindabyne
  - 09:30 – Event presentation; and
  - 10:30 – All Depart.

## 2.3 Event Details

**Coast To Kosci** is a 240km running Ultramarathon from Boydtown Beach at Twofold Bay (just south of Eden) and finishing at Charlotte Pass via Mt Kosciuszko (in the Kosciuszko National Park). The route traverses the following areas:

The event is anticipated to comprise a total of 200 people being:

- 50 runners (participants);
- 125 support crew team members (2.5 average per runner);
- 25 event team members comprising Event Directors, Medics, Marshals and Volunteers; and
- In addition:
  - No pets are allowed on the course as part of the event; and
  - No person under the age of 16 is allowed on the course as part of the event without the express approval of the organisers; and
  - No motor bikes, push bikes, scooters, skateboards or similar means of conveyance, are allowed on the course as part of the event.

### 2.3.1 Runners

The **Coast To Kosci** is limited to 50 runners:

- Entrants invited or accepted into **Coast To Kosci** are typically very experienced long distance runners who have years of ultramarathon event experience;
- Runners have to qualify by completing 2 x 160km ultramarathons (160km ultramarathons are known as '100 milers') within the 12-month period prior to applying for entry to their initial **Coast To Kosci**;
- Each **Coast To Kosci** normally contains approximately 2/3 of entrants from prior years;
- Each runner receives access to a **Coast To Kosci** event briefing document containing:
  - All maps, including a reference to an online GPS map;
  - Event instructions;
  - Contact details for the following:
    - Event Organisers;
    - Event Medic;
    - Event Marshals;
    - Event Sweeper;
    - Hospital, Police, Ambulance and Medical Centre details for each of (as appropriate) Eden, Bega and Bombala (Bega Valley Shire Council); Cooma and Jindabyne (Snowy Monaro Regional Council);
    - NRMA; and
    - Contact details and vehicle registration details for each entrant where available;
  - Instructions for the NSWRFs 'FiresNearMe' App and 'Emergency+' App (both mandatory);
  - Instructions for when fires approach;
  - Instructions for bridge and causeway crossings;
  - Details of toilet locations e.g. Towamba Sports Oval; bottom of Big Jack Mountain, etc.; and
  - Advice regarding fuel, tyre pressures and general vehicle readiness;
- During daylight hours, each runner will carry a flashing light (i.e. a rear bike light) to be attached to a race belt and worn at the rear. The light must be worn at all times and be set to 'flashing' mode;
- Runners are to run on the verge on the right-hand side of the road towards oncoming traffic at all times. However, for additional safety when running up major steep hills, there are 2 exceptions:



- Running up Big Jack Mountain Road after crossing Towamba River (56.2km) where runners are required to run on the left-hand side of the road until Big Jack Road is reached (63.9km); and
- Running up Beloka hill (162.2km to 165km), regardless of whether it's night-time or daytime, where runners must run 10m-20m in front of their support vehicle on the left-hand side of the road;
- Runners are required to give way and to move off the road as oncoming traffic approaches;
- Runners must not cross the road to a support crew vehicle. A support crew member must 'look left, look right' before determining it is safe to cross the road to their runner;
- Runners must declare any medical conditions/issues as part of the event entry and as immediately prior to the commencement of the event; and
- The Event Directors and Medic have the right to disqualify or withdraw a runner for not adhering to event rules or instructions and guidance from the Medic or Marshals.

### 2.3.2 Vehicle Support

- It is mandatory for each runner to have a dedicated support crew and support vehicle to ensure the safety and wellbeing of each runner:
  - Runners may only be supported by a single support vehicle;
  - Support vehicles must not be larger than a Toyota Hi Ace-type vehicle;
  - Support vehicles must also carry:
    - Mandatory first aid materials (e.g. space blanket, snake bite bandage, etc.);
    - Mandatory clothing requirements, etc.; and
    - The **Coast To Kosci** event briefing document;
  - It is recommended a support crew contains no more than 3 members;
- Event vehicles are limited to approximately 56 vehicles:
  - One support crew vehicle per entrant (i.e. 50 entrant vehicles);
  - One Event Director Vehicle;
  - One Medic vehicle for a qualified medic;
  - One Lead Vehicle ensuring all is in place;
  - One 'Sweeper' vehicle at the rear of the course to remove any materials; to ensure the course remains 'clean' and litter free'; and to monitor the performance and well-being of runners at the rear of the field;
  - Two vehicles for marshals;
  - No motor bikes, push bikes, scooters, skateboards or similar means of conveyance, are allowed on the course as part of the event; and
  - In addition:
    - No pets are allowed on the course as part of the event; and
    - No person under the age of 16 is allowed on the course as part of the event without the express approval of the organisers.

### 2.3.3 Vehicular Travel

- Following the commencement of the event:
  - The lead vehicle will travel to Towamba Village ensuring the road is clear (in terms of debris or accidents etc);
  - All other vehicles excluding the Sweeper and Medic vehicles, are directed to travel to Towamba village (approx. 23km via the Princes Highway and Towamba Road);
  - Vehicles are directed not to travel in a convoy fashion;
  - Due to the nature of the first 3.8km of the course being off-road fire trail, support crew vehicles are generally travelling on Towamba Road in advance of the runners. Support crews are not permitted to stop, slow down to talk with runners, or provide services to their runner during this section;

- Vehicles travel in accordance with road rules and no road closures are requested or required;
- The Sweeper and Medic vehicles travel sufficiently later to arrive at Towamba Village after the last runner has arrived at approximately 08:30
- Event Vehicles are instructed to stop past the junction of Towamba Road and Pericoe Rd (there is adequate space off the road for vehicles to safely park);
- After Towamba Village, support crew vehicles are required to travel in a 'leapfrog' manner with their runner, i.e.:
  - Travel approximately 5km ahead of their runner;
  - Park safely off the edge of the road and await their runner; and
  - Once their runner safely passes and the runner is confirmed as being in good condition, the support crew vehicle leapfrogs the runner and moves 5km ahead to again await the runner;
- Each vehicle is required (subject to Council, NSW Police and RMS approval) to travel on all roads on the course at a maximum of 40km per hour and with hazard lights on at all times:
  - Each vehicle will carry as mandatory two 'yellow and black' reflective 'Runner Ahead' magnetic signs to be applied to the front and the rear of each vehicle from Towamba village onwards; and
  - Each vehicle occupant is required to carry and wear as mandatory a 'hi-vis' vest when outside the vehicle regardless of the time of day.

### 2.3.4 Parking Arrangements

Within Eden (pre-event), no event parking arrangements are required, i.e. normal on street or off-street parking restrictions would apply.

At Twofold Bay, there is sufficient off-road parking space to enable event and participant vehicles to park safely and not to limit access (see map).

At Towamba Village, event vehicles are instructed to stop past the junction of Towamba Road and Pericoe Rd where there is adequate space off the road for vehicles to safely park (see map).

In all other places, event officials will discourage illegal moving and parking manoeuvres along the event route. Additionally, due to the recent bushfires, all event vehicles will be discouraged from parking under trees.

### 2.3.5 Insurances

- Public Liability insurance coverage is available from Tresidder Insurance Brokers under the auspices of AURA (Australian Ultra Runners Association):
  - This includes a Certificate of Currency naming Councils, Police, State Parks and any other interested parties as may be required by the EO. The extent of the AURA cover is as follows:
    - Limit of Liability:
      - Public Liability – \$20,000,000 any one occurrence;
      - Products Liability – \$20,000,000 any one occurrence and in the aggregate;
      - Errors and Omissions – \$1,000,000;
    - Cover **does not** include personal injury insurance (responsibility of entrants);
  - In the event of a claim being made, the event organisers will be required to pay the excess (\$1,000) when the claim is submitted.

### 2.3.6 Other

- Bushfire Damage: with the recent bushfires, there are three areas to be mindful of:
  - Some fire trails may be inaccessible to either runners or emergency vehicles. One current example is the Brandy Creek Trail being inaccessible to vehicles from the Towamba Rd end. These fire trails will be reviewed 1 month prior to the event start to ascertain if alternative routes need to be utilised.
  - Some unsealed roads may be unusable for emergency vehicles, event vehicles and support vehicles. One current example is Big Jack Mountain Road where slip ups require repair, albeit the road is still trafficable. Again, these will be reviewed 1 month prior to the event start to ascertain if alternative routes need to be utilised; and
  - It is anticipated that there will be an increase in the level of falling vegetation, so parking under trees will be strongly discouraged for example.
- NSW Forestry: Activities have been reviewed and there are two potential areas of logging activity:
  - Nullica State Forest (Bega Valley Shire Council Area) – logging has been suspended since 2018; and
  - Tantawangalo State Forest (Snowy Monaro Regional Council Area) – logging is planned.

## 3.0 Mitigation Measures

### 3.1 Temporary Traffic Management

There is no proposal to close any of the existing roads and there are no changes to traffic arrangements proposed for this event. Vehicle access to all farm driveways, farm gates and residential dwellings with frontages to the route will be maintained.

In addition, marshals will be positioned at a number of locations to guide runners at selected route crossing points. A marshal will be present at each of these points and each point will have a designated crossing point marked by orange traffic cones on either side of the crossing. A participant may only cross the road at this point and only under advice and direction from the marshal.

These crossing points include:

- Bega Valley Shire Council Region:
  1. At 0.5km on the Princes Highway, just north of the Nullica River bridge;
  2. At 3.7km where the Brandy Creek Trail joins Towamba Rd;
  3. At 24.4km at the junction of Towamba Rd and Pericoe Rd; and
  4. At 37km where Pericoe Rd joins Big Jack Mountain Rd.
- Snowy Monaro Regional Council Region:
  1. At 65.8km where Big Jack Rd joins Mt Darragh Rd;
  2. At 81.6km on the Monaro Highway, just north of the Bombala River bridge; and
  3. At 181.6km at the junction of Barry Way and Kosciuszko Rd.

All event vehicles (e.g. Event Director, Medic, Marshals) will discourage support vehicle illegal traffic and parking manoeuvres along the event route.

### 3.2 Traffic Control Plans

Sydney Traffic Control were consulted to provide and certify any Traffic Control Plans (TCP), which they deemed were necessary, along the entirety of the route.

They provided two TCPs:

- TCP1 for a runner running on the right-hand side of the road (which is the case for the majority of the way); and
- TCP2 for a runner running on the left-hand side of the road.

These are provided as attachments.

### 3.3 Emergency Vehicle Access and Access to Medical Facilities

There is no proposal to close any of the existing roads. As such, vehicle access, especially for emergency providers, would be maintained at all times.

The Event Directors, volunteers and all entrants and support crews will also have a copy of contact details for:

**South East Regional Hospital Bega**

4 Virginia Drive, Bega NSW 2550 Ph: 6491 9999

**Cooma Hospital (24 Hr Accident and Emergency)**

Bent St, Cooma NSW 2630 Ph: 6455 3222

**Eden Community Health Centre**

Twofold Arcade, Eden, NSW, 2551 Ph: 02 6496 1436

**Bombala Medical Centre**

130 Wellington St, Bombala NSW 2632 Ph: 6458 3022

**Cooma – Ochre Medical Centre**

184 Sharp St, Cooma NSW 2630 Ph: 6458 3022

**Cooma - Bombala Street Surgery**

62 Bombala St, Cooma NSW 2630 Ph: 6452 5888

**Jindabyne HealthOne**

5 Thredbo Terrace, Jindabyne NSW 2627 Ph: 02 6457 1036

**Snowy River Health Centre**

Thredbo Terrace Jindabyne, NSW 2627 Ph: 02 6457 1221

**Snowy Mountain Medical Centre**

Nugget's Crossing, 22 Snowy River Ave, Jindabyne NSW 2627 Ph: 02 6456 2545

### 3.4 Event Management

The event is not intended to be promoted to the wider community in a manner which would encourage attendance or spectators on the course (and the course route does not encourage spectators). Promotion to the local community would be of a manner to support the region and create a degree of local pride that the premier ultramarathon event in Australia is being held within the Bega Valley Shire Council and the Snowy Monaro Regional Council.

The numbers of entrants is capped at 50, and support teams are of limited numbers. The event will be promoted to the running community nationally and internationally via social media.

Upon confirmation of entry, successful entrants will be informed of the event schedule. All details of the event will also be provided to entrants and their support crews. The pre-event dinner and event briefing will also advise entrants and support crews of all event details, rules and requirements.



Based on the limited number of attendees, no additional mitigation measures are expected to be required to manage the potential parking and traffic impacts. However, if there is overwhelming interest in the events, additional mitigations measures such as a community shuttle to and from the event start may be explored for future events.

Communications to Residents: Letterboxes along the route will receive a leaflet three days prior to the event advising of the event and the approximate time range (e.g. 05:30-08:30; 08:30-11:30; 11:30-14:30) where runners/event traffic will be on the roads in the area. The leaflet will provide contact details of the organisers.

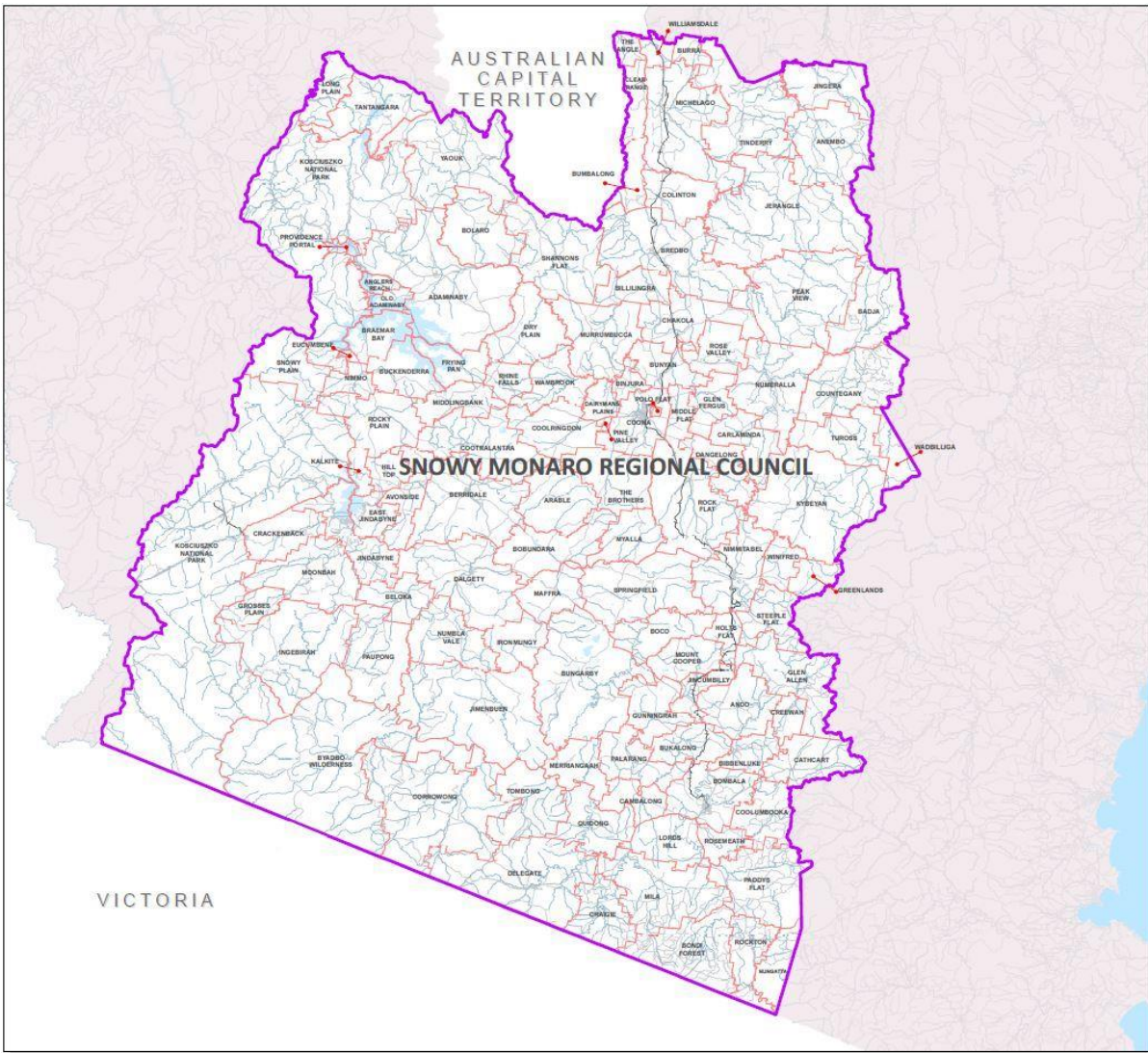
Note that any complaints from residents along the route to the organisers will be shared with the respective Traffic Committees of Bega Valley Shire Council and Snowy Monaro Regional Council.

The event route will also be checked twice before the event start, once at 1 month prior, the other at 2 days prior. This is to confirm that no additional hazards such as fallen trees, debris or dangerous areas have transpired. Any additional hazards such as fallen trees, debris or dangerous areas will be included in the event briefing at the pre-event dinner on the evening prior to the event.

## Appendix 1: Bega Valley Shire Council



## Appendix 2: Snowy Monaro Regional Council



## Attachment 1: TCP for Runner on Right-Hand Side of Road

## Attachment 2: TCP for Runner on Left-Hand Side of Road

## Attachment 3: Traffic Control Duties

## Attachment 4: Checkpoint Times



Date: 19/05/2020 Author: [REDACTED]  
Client: Ultra Marketing Con [REDACTED]  
Plan Number: 1794/20 PWZ&TMP Card Number: 0052288365

Marathon

#### Comments:

This plan was designed by Craig Reeves of Sydney Traffic Control in accordance with Australian Standards and the RMS's Traffic Control on Worksite Handbook Version 5.0. The plan is designed for the Coast to Kosci Ultra Marathon and event team members will be in attendance to implement and monitor the TCP. All traffic control plans are copyright/property of Sydney Traffic Control and are not transferable unless authorized by Sydney Traffic Control. Any question please contact Craig Reeves of Sydney Traffic Control on 80681844. ▲

### Legend

-  Cone
-  Event marshal
-  Event Vehicle
-  Runner
-  Runner Ahead

Minimum of 200MTRS  
sight distance on both  
sides of the road at  
crossing points. If  
200MTRS can not  
maintained then an  
extra event marshal  
is to be positioned  
further along the road  
& two way communication  
is to be used to ensure  
runners safety when  
crossing.

Crossing Points -  
Refer to section 3.0

Lead Vehicle-  
Refer to section 2.3.2 & 2.3.3

HAZARD LIGHTS  
& x2  
**RUNNER  
AHEAD**

Support Vehicle  
Refer to section 2.3.2 & 2.3.3

HAZARD LIGHTS  
& x2  
**RUNNER  
AHEAD**

Runner-  
Refer to section 2.3.1

Sweeper Vehicle-  
Refer to section 2.3.2 & 2.3.3

HAZARD LIGHTS  
& x2  
**RUNNER  
AHEAD**

# PLAN NOT TO SCALE



Date: 19/05/2020 Author: [REDACTED]  
Client: Ultra Marketing Con [REDACTED]  
Plan Number: 1795/20 PWZ&TMP Card Number: 0052288365

Marathon

**Comments:**

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**Legend**



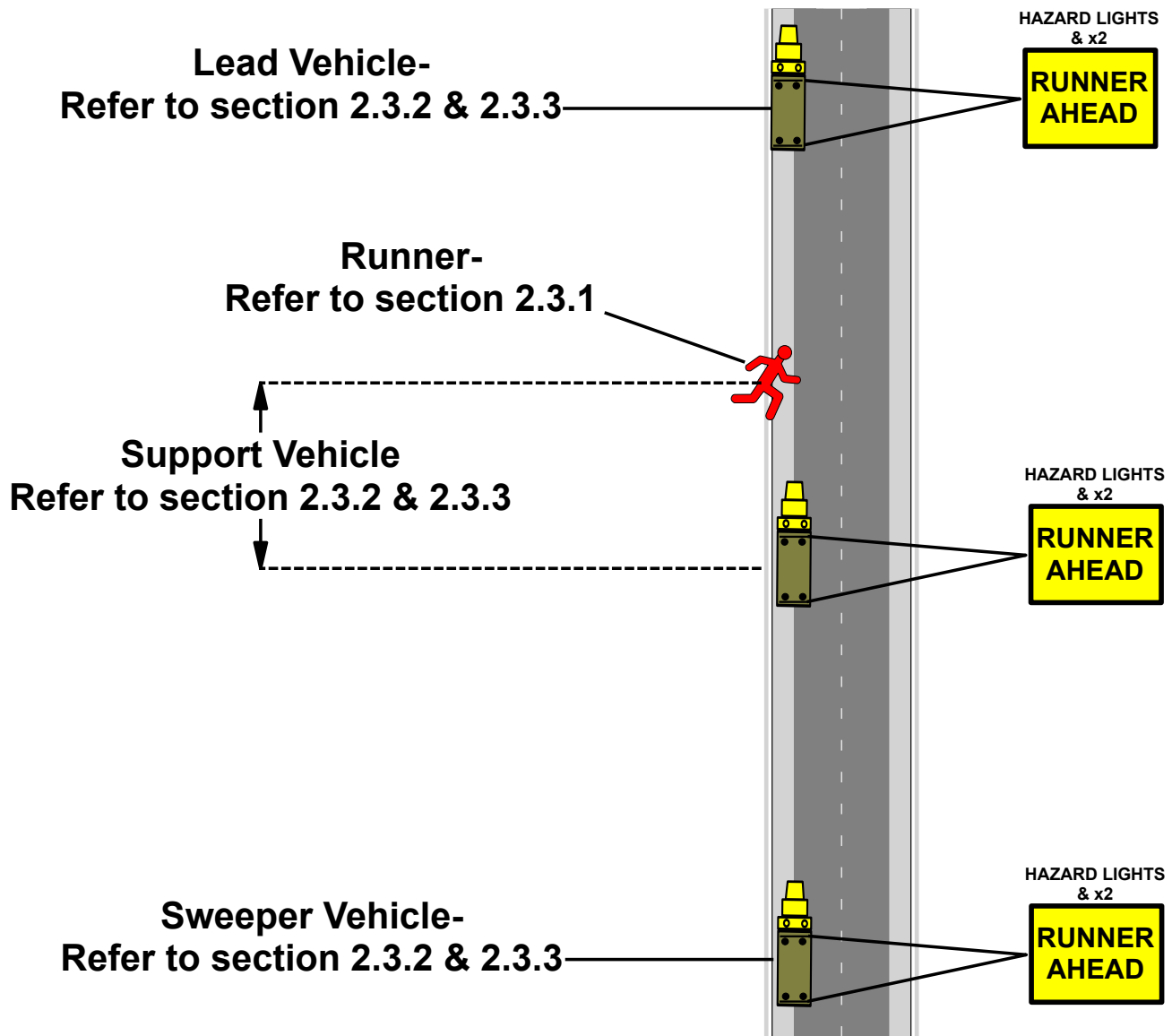
Event Vehicle



Runner



Runner Ahead



**PLAN NOT TO SCALE**

## **Bega Valley Council: Traffic Control Locations and Duties**

### Traffic Control Locations:

1. Prince Highway (immediately north of Nullica River)
2. Junction of Brandy Creek Trail and Towamba Rd

### Traffic Control Duties for event marshals.

Event marshal to:

#### Preparatory Stage

1. Receive and acknowledge safety briefing and instructions
2. Receive and familiarise with event documentation, contact numbers etc
3. Wear hi-vis vest (vest in accordance with Australian Standards)
4. Ensure designated crossing point is safe and clear and aligns with Traffic Control Plan
5. Place marker cones on either side of road to designate runner crossing point as per traffic control plan

#### Marshal Stage

1. Raise hand as 'caution' to approaching runner and direct runner to Wait
2. Scan junction and approaches:
  - a. Prohibit crossing if any approaching vehicles are within 400m or it is deemed not safe to cross even if vehicle is greater than 400m distant
  - b. Advise runner if crossing site is Clear and safe to cross
  - c. Watch runner and approaching roadway to ensure a safe crossing

Post Marshal Stage (i.e. all runners and sweep vehicles have passed)

1. Scan junction and approaches
2. If site is Clear and safe to cross, cross and remove cones
3. Scan junction and ensure any litter or traces of presence are removed and stored safely for later disposal.
4. Advise organisers site is now closed.

NB

1. Marshals to follow all instructions at all times from any Police or Emergency Services present.
2. Contingency for personnel who fail to show on the day will be to replace with other marshal volunteers available.



## **Snowy Monaro Regional Council: Traffic Control Locations and Duties**

### Traffic Control Locations:

1. Big Jack Rd / Mount Darragh Rd junction
2. Monaro Highway / Bukalong Siding Rd junction
3. Barry Way / Kosciuszko Rd junction (adjacent suitable crossing point to Jindabyne Lake Bikepath)

### Traffic Control Duties for event marshals.

Event marshal to:

#### Preparatory Stage

1. Receive and acknowledge safety briefing and instructions
2. Receive and familiarise with event documentation, contact numbers etc
3. Wear hi-vis vest (vest in accordance with Australian Standards)
4. Ensure designated crossing point is safe and clear and aligns with Traffic Control Plan
5. Place marker cones on either side of road to designate runner crossing point as per traffic control plan

#### Marshal Stage

1. Raise hand as 'caution' to approaching runner and direct runner to Wait
2. Scan junction and approaches:
  - a. Prohibit crossing if any approaching vehicles are within 400m or it is deemed not safe to cross even if vehicle is greater than 400m distant
  - b. Ensure runner is wearing appropriate/correct safety equipment
  - c. Advise runner if crossing site is Clear and safe to cross
  - d. Watch runner and approaching roadway to ensure a safe crossing

Post Marshal Stage (i.e. all runners and sweep vehicles have passed)

1. Scan junction and approaches
2. If site is Clear and safe to cross, cross and remove cones
3. Scan junction and ensure any litter or traces of presence are removed and stored safely for later disposal.
4. Advise organisers site is now closed.

NB

1. Marshals to follow all instructions at all times from any Police or Emergency Services present.
2. Contingency for personnel who fail to show on the day will be to replace with other marshal volunteers available.



**Bega Valley Council:**

**Table of Anticipated Travel Times, including 1<sup>st</sup> Participant and Last Participant arrival times at significant check points:**

<b>Checkpoint</b>	<b>First Participant Arrival Time (approx.)</b>	<b>Last Participant Arrival Time (approx.)</b>
Race Start	5:30am 4 December	5:30am 4 December
Pericoe Rd / Towamba Rd intersection	7:30am 4 December	9:00am 4 December
Rocky Hall	9:45am 4 December	1:00pm 4 December
Big Jack Mountain Rd (Top of Big Jack Mountain)	11:15am 4 December	3:30pm 4 December

**Snowy Monaro Regional Council:**

**Table of Anticipated Travel Times, including 1<sup>st</sup> Participant and Last Participant arrival times at significant check points:**

<b>Checkpoint</b>	<b>First Participant Arrival Time (approx.)</b>	<b>Last Participant Arrival Time (approx.)</b>
Entry point to Snowy-Monaro Regional Shire (Big Jack Rd)	11:30 4 December	17:30 4 December
Dalgety	7pm 4 December	6:30am 5 December
Thredbo River (Kosciuszko Rd)	11pm 4 December	2:30pm 5 December



## Risk Assessment Plan

May 2020

### Version Control

Date	Version	Amendments
15 May 2020	1.0	First Draft
20 May 2020	2.0	Final

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# 1.0 Risk Framework

## 1.1 Overview

An assessment of the risks involved in safely running the **Coast To Kosci** ultramarathon event has been undertaken; suffice to say that safety is of paramount importance.

Risks have been identified and, where applicable, mitigation strategies have been developed to either eliminate the risk or to minimise the risk SFAIRP (So Far As Is Reasonably Practicable).

Lastly, the risks have then been rated and ordered in terms of seriousness.

## 1.2 Risk Rating

**(Sourced and adapted from the RMS Guide to Traffic Control at Work Sites)**

Risks are assessed by determining how much harm or damage they can cause (consequence) and how likely they are to result in harm (likelihood). This analysis is based on all the identified controls being in place, with their established degree of effectiveness.

### 1.2.1 Consequence

Consequence is the outcome resulting from a risk being realised – an appropriate consequence rating can be selected using the table below:

Consequence Rating	Description
Insignificant	Illness, first aid or injury not requiring medical treatment; or incident not requiring intervention => No diversion of focus in running the event
Minor	Minor injury or illness requiring medical treatment; or incident requiring intervention => No diversion of focus in running the event post treatment or post intervention
Moderate	Minor injuries or illnesses or incidents => diversion of focus resulting in handover of focus of running the event to alternate Race Director
Major	1 to 10 serious injuries or illnesses or incidents => potential permanent impairment with event being temporarily stopped to ascertain viability of continuing with event
Severe	Single fatality, single life-threatening incident, or 11 to 20 serious injuries or illnesses or incidents => immediate cessation of event
Catastrophic	Multiple fatalities, multiple life-threatening incidents, or more than 20 serious injuries or illnesses or incidents => immediate cessation of event

Note that serious injury or illness is defined by the *WHS Act, Section 36*.



### 1.2.2 Likelihood

Likelihood is the chance of something happening – an appropriate likelihood rating can be selected using the table below:

Likelihood Rating	Description
Almost certain	<ul style="list-style-type: none"><li>• Expected to occur multiple times (10 or more times) during any given year</li><li>• Expected to occur at least 1 in every 4 times the event or action occurs ie more than 25% chance of occurrence</li><li>• This risk is known to occur frequently</li></ul>
Very likely	<ul style="list-style-type: none"><li>• Expected to occur occasionally ie 1 to 10 times during any given year</li><li>• Expected to occur between 1 in 4 and 1 in 10 times the event or action occurs ie 10 to 25% chance of occurrence</li><li>• This risk is known to occur often</li></ul>
Likely	<ul style="list-style-type: none"><li>• Expected to occur once during any given year</li><li>• Expected to occur between 1 in 10 and 1 in 100 times the event or action occurs ie 1 to 10% chance of occurrence</li><li>• This risk is known to have occurred on occasions</li></ul>
Unlikely	<ul style="list-style-type: none"><li>• Expected to occur once every 1 to 10 years</li><li>• Expected to occur between 1 in 100 and 1 in 1000 times the event or action occurs ie 0.1 to 1.0% chance of occurrence</li><li>• This risk could occur but not often</li></ul>
Very unlikely	<ul style="list-style-type: none"><li>• Expected to occur once every 10 to 100 years</li><li>• Expected to occur between 1 in 1000 and 1 in 10,000 times the event or action occurs ie 0.01 to 0.1% chance of occurrence</li><li>• It is unusual that this risk occurs but it has happened</li></ul>
Almost unprecedented	<ul style="list-style-type: none"><li>• Not expected to occur in the next 100 years ie less than once every 100 years</li><li>• Expected to occur less than 1 in 10,000 times ie if ever the event or action occurs ie less than 0.01% chance of occurrence</li><li>• Any risk can occur but it is very improbable that this risk will occur within the large number of events</li></ul>

### 1.2.3 Rating

The risk rating is determined by combining the consequence and likelihood measures and using the risk evaluation matrix below:

			Consequence					
			Insignificant	Minor	Moderate	Major	Severe	Catastrophic
			C6	C5	C4	C3	C2	C1
Likelihood	Almost certain	L1	M	H	H	VH	VH	VH
	Very likely	L2	M	M	H	H	VH	VH
	Likely	L3	L	M	M	H	H	VH
	Unlikely	L4	L	L	M	M	H	H
	Very unlikely	L5	L	L	L	M	M	H
	Almost unprecedented	L6	L	L	L	L	M	M

The definitions and required response(s) or action(s) are outlined below:

Rating	Definition	Response or Action
<b>VH</b>	Very high	Significant and urgent action is required to eliminate the safety risk or reduce the consequence or likelihood of the risk and the overall risk exposure.  Activities exposed to this level of safety risk cannot proceed without the approval of the Race Director.
<b>H</b>	High	Immediate action is required and effort must be made to ensure that the safety risk is eliminated SFAIRP, or minimised SFAIRP if elimination is not reasonably practicable.  Activities exposed to this level of safety risk cannot proceed without the approval of the Race Director.
<b>M</b>	Medium	Action is required and effort must be made to ensure that the safety risk is eliminated SFAIRP, or minimised SFAIRP if elimination is not reasonably practicable.  Activities exposed to this level of safety risk cannot proceed without the approval of the Race Director.
<b>L</b>	Low	A level of safety risk that requires monitoring and review to ensure that the safety risk remains at this level.

## 2.0 Identified Risks

### 2.1 Climate and Weather

Identified risks relating to climate and weather are as follows:

Risk	Mitigation	Rating
Severe weather from Charlotte Pass to Mt Kosciuszko	<ul style="list-style-type: none"> <li>Mountain weather can become very severe, very quickly – need to rely on advice from NPWS Ranger as to whether the summit route is usable</li> <li>If the summit route is unusable, Charlotte Pass will become the new finish line</li> <li>Continual monitoring of weather forecasts in advance</li> <li>Continual consultation with NPWS Rangers</li> </ul>	C2 L2
Flooding on route	<ul style="list-style-type: none"> <li>Continual monitoring of weather forecasts in advance</li> <li>Continual consultation with local Councils</li> <li>Continual consultation with NPWS Rangers</li> <li>In advance, research areas on the route where flooding has previously occurred; additionally, research areas on the route where flooding could potentially occur</li> <li>Plan alternative routes for these areas in advance</li> </ul>	C4 L4
Snowfall in Kosciuszko National Park	<ul style="list-style-type: none"> <li>Continual monitoring of weather forecasts in advance</li> <li>Continual consultation with NPWS Rangers</li> <li>Carry snow-removing equipment to clear a safe path</li> </ul>	C5 L2
King tide preventing access to Boydtown Beach at start of race	<ul style="list-style-type: none"> <li>Continual monitoring of weather forecasts in advance</li> <li>Move start of race to Eden Discovery Caravan Park</li> </ul>	C5 L4

### 2.2 Environmental

Identified risks relating to the environment are as follows:

Risk	Mitigation	Rating
Bushfires on immediate route	<ul style="list-style-type: none"> <li>Continual monitoring of weather forecasts in advance</li> <li>Continual consultation with NPWS Rangers</li> <li>Continual consultation with local RFS</li> <li>Continual use of RFS apps “Fires Near Me” and “Emergency+”</li> <li>In advance, research areas on the route where bushfires have previously occurred; additionally, research areas on the route where bushfires could potentially occur</li> <li>Plan alternative routes for these areas in advance</li> </ul>	C2 L3
Increase in level of falling vegetation (as a result of recent bushfires)	<ul style="list-style-type: none"> <li>Continual monitoring of weather forecasts in advance</li> <li>Continual consultation with local Councils</li> <li>Continual consultation with NPWS Rangers</li> </ul>	C3 L3

	<ul style="list-style-type: none"> <li>Scout the route twice before the event start: once at 1 month prior; and another 2 days prior – allows alternative routes to be ascertained and setup</li> <li>Parking under trees is prohibited</li> <li>Strongly advise of the danger of running under trees</li> </ul>	
Garbage discarded by runners and support crew	<ul style="list-style-type: none"> <li>The route traverses many stunning and significant areas of natural beauty. Everyone involved in the event will be educated on the imperative to “take only memories, leave only footprints!” This will be emphasised in any documentation and pre-race briefing</li> <li>A ‘sweeper’ will move through the route, once everyone has gone through, to ensure no garbage has been inadvertently left</li> </ul>	C4 L3
Available toilets	<ul style="list-style-type: none"> <li>Various toilet amenities are located along the route and are clearly marked on the map route</li> <li>Everyone involved in the event will be asked to carry a large zip lock bag and toilet paper should toilet amenities be out of reach. And to dispose of thoughtfully.</li> </ul>	C4 L3
Logging occurring adjacent to the route => logging trucks on the route	<ul style="list-style-type: none"> <li>Continual monitoring of NSW Forestry activity adjacent to the route</li> <li>Plan alternative routes for these areas in advance</li> <li>Event organisers have subscribed to automatic updates via email alerts from NSW Forestry</li> </ul>	C4 L5

## 2.3 Medical Incidents

Identified risks relating to medical incidents are as follows:

Risk	Mitigation	Rating
COVID-19	<ul style="list-style-type: none"> <li>Rigorously follow any and all NSW COVID-19 restrictions and guidelines in place at the time of the event, e.g. social distancing, testing prior to the event</li> <li>Educating everyone involved in the event in appropriate personal health, hygiene and safe support</li> <li>Minimising any touch points</li> <li>Maintain current event density – ensure the race keeps to a limit of 50 athletes and approximately 150 others</li> <li>Facilitate some element of screening if necessary</li> </ul>	C2 L3
Emergency treatment	<ul style="list-style-type: none"> <li>Notify local emergency services in advance of the event</li> <li>For organisational purposes, the route has been divided into 5 ~50km sections. At least 1 qualified First-Aider will be present for each 50km section whilst runners remain within that section – they will provide an emergency first response if required</li> <li>No more than 3 sections will be active at any one time =&gt; each First Aider will be equipped with a satellite phone, given mobile reception in some areas of the route is patchy</li> </ul>	C3 L4

	<ul style="list-style-type: none"> <li>• There is no proposal to close any of the existing roads. As such, vehicle access, especially for emergency providers, would be maintained at all times</li> <li>• The Event Directors, volunteers and all entrants and support crews will also have a copy of contact details for all emergency services</li> </ul>	
First Aid treatment	<ul style="list-style-type: none"> <li>• Notify local emergency services in advance of the event</li> <li>• For organisational purposes, the route has been divided into 5 ~50km sections. At least 1 qualified First-Aider will be present for each 50km section whilst runners remain within that section – they will provide an emergency first response if required</li> <li>• No more than 3 sections will be active at any one time =&gt; each First Aider will be equipped with a satellite phone, given mobile reception in some areas of the route is patchy</li> <li>• There is no proposal to close any of the existing roads. As such, vehicle access, especially for emergency providers, would be maintained at all times</li> <li>• The Event Directors, volunteers and all entrants and support crews will also have a copy of contact details for all emergency services</li> </ul>	C5 L4
Dealing with hyperthermia and hypothermia	<ul style="list-style-type: none"> <li>• Each support crew and each First-Aider will carry the necessary equipment to deal with either situation, e.g. emergency blankets, ice packs, etc.</li> </ul>	C5 L4

## 2.4 Route

Identified risks relating to the route are as follows:

Risk	Mitigation	Rating
Event takes place during night-time as well as daytime (daytime only within BVSC)	<ul style="list-style-type: none"> <li>• During daytime, all runners must run on the right-hand side of the road, facing oncoming traffic</li> <li>• During night-time, all runners must run on the left-hand side of the road, 10m – 30m directly in front of their support vehicle</li> <li>• During night-time, all runners must wear a head torch, a hi-vis vest and a flashing rear bike light</li> <li>• All support vehicles should activate their warning lights when following their runners</li> <li>• All support vehicles to display their 'Runners Ahead' warning signs at the front and rear of their vehicle at all times</li> <li>• All major road crossings will be marshalled – runners must adhere to all instructions and directions provided by marshals and/or any other police or emergency services</li> </ul>	C3 L4
Running on Kosciuszko Rd from Jindabyne to Charlotte Pass	<ul style="list-style-type: none"> <li>• As above, but all runners must wear a hi-vis vest at all times</li> </ul>	C3 L4

	<ul style="list-style-type: none"> <li>It is recommended that all runners be accompanied by a running partner, who must also wear a hi-vis vest at all times</li> </ul>	
Running to the summit of Mt Kosciuszko, returning to Charlotte Pass	<ul style="list-style-type: none"> <li>As above, for runners</li> <li>It is compulsory that all runners must carry additional mandatory safety equipment</li> <li>It is recommended to be accompanied by a running partner, who must also wear a hi-vis vest at all times</li> <li>A marshal will be present at Charlotte Pass – they will permit the runner to attempt a summit, dependent on the welfare of the runner and the weather</li> </ul>	C3 L4
Prior notifications provided to urban areas	<ul style="list-style-type: none"> <li>Notifications to be provided via council websites and local community social media sites</li> <li>Letterbox drops to 2 days in advance</li> </ul>	C5 L5
Accident on the route	<ul style="list-style-type: none"> <li>Information on accident guidelines provided to everyone in race documentation and at pre-race briefing</li> <li>Race Director(s) or First Aiders to contact emergency services</li> <li>Race Director(s) or First Aiders to attend as quickly as practicable and to secure the area</li> </ul>	C4 L4
Breakdown on the route	<ul style="list-style-type: none"> <li>Information on breakdown guidelines provided to everyone in race documentation and at pre-race briefing</li> <li>Race Director(s) or First Aiders to attend as quickly as practicable and to ascertain extent of problem</li> </ul>	C4 L4
Bridge crossing problems	<ul style="list-style-type: none"> <li>Covered off as per floods above</li> </ul>	C4 L4



## 2.5 Running of the Event

Identified risks relating to the running of the **Coast To Kosci** event are as follows:

Risk	Mitigation	Rating
Communications unavailable	<ul style="list-style-type: none"> <li>Whilst mobile reception along the route has markedly improved over the years, there are still some areas where mobile reception is patchy</li> <li>In conjunction with smartphones, 5 satellite phones will be available for key organisers to utilise – dependent on what sections of the route are active</li> <li>Race organisers will have full contact list</li> </ul>	C5 L3
Marshal capability	<ul style="list-style-type: none"> <li>Marshals chosen will have prior event experience, e.g. Sydney marathon</li> <li>Marshals to receive specialist pre-race briefing in accordance with TMP and TCPs</li> </ul>	C5 L4
Absence of marshal or volunteer	<ul style="list-style-type: none"> <li>Contingency will be drawn from a surplus marshal and volunteer pool</li> <li>All marshals and volunteers need to check-in and check-out of their positions (30mins prior to designated required time)</li> </ul>	C5 L4
Slow participants	<ul style="list-style-type: none"> <li>Mandatory cut-off times exist</li> <li>Race organisers have discretion to withdraw runners at any time regardless of cut-off times</li> </ul>	C5 L4



**TRESIDDER**  
INSURANCE BROKERS

## CERTIFICATE OF INSURANCE – LIABILITY

This is to verify that the following policy is current in accordance with the period of insurance and subject to the terms and conditions of the policy wording.

**POLICY NUMBER:**

SUAS004975

**PERIOD OF INSURANCE:**

28.11.2019 TO 4.00PM 28.01.2020

**INSURED ORGANISATIONS:**

AURA Inc.

Australian Ultra Runners Association

Event directors operating & managing events by or on behalf of AURA Inc.

and all subsidiary companies and or all parties for whom the Insured undertakes to insure, for their respective rights and interests

**INTERESTED PARTY:**

Warringham Shire Council, Narrabeen Sailing Club, Parks Victoria, Alpine National Park, Mt Hotham Resort Management Board, Alpine Shire, Mornington Peninsula Shire, Tas Parks & Wildlife Service, Qld DERM, Shire of Yarra Ranges, Big Long Run Pty Ltd, The City of Swan, The Shire of Mundaring, The Shire of Northam, Department of Parks and Wildlife (Western Australia), The National Trust, RSL Victoria, Macedon Memorial Cross Committee, Hancock Victorian Plantations, Macedon Shire, Gold Coast City Council, Queensland Parks & Wildlife Service, Numinbah State School P&C, Melbourne City Council, Vic Roads, Victoria Police, Great Otway National Park, Port Campbell National Park, Department of Sustainability & Environment, Colac-Otway Shire Council, Corangamite Shire Council, Otway Coast Committee, Surprise Bay Pastoral Company, King Island Council, Department of Infrastructure Energy and Resources, Tasmania Parks and Wildlife Service, Ultra Tasmania Inc, Kingborough Council, Crotty Legal/Dental, NSW Police, NSW Roads & Maritime Services, NSW Parks & Wildlife Service, Sydney Striders Road Runners Club Inc, NSW Department of Lands, Rural Fire Service of NSW, Six Foot Track Heritage Reserve Trust and/or its successors and all persons associated with the Reserve Trust (including the Minister administering the Crown Lands Act 1989), Mr S J Grubits (landowner), Department of Primary Industries, Catchment and Lands, Forest NSW, State Water, Tumbarumba Shire Council, Snowy Hydro, National Parks & wildlife, Murrindindi Shire, Gallipoli Park Management, Bayside council, Dendy Park Committee of Management, Brimbank Council, Trailsplus, City of Moonee Ponds, Shire of Murray, City of Rockingham, HQ Plantations Pty Ltd, Numinbah Valley Environmental Education Centre, Wagga Wagga Road Runners Inc, State of Western Australia acting through the Minister of Lands, Main Roads Western Australia, Water Corporation of WA, Adelaide City Council, University of Adelaide, Alpine Shire council, Wangaratta Rural City council, Wangaratta Fitness Fun Addicts, ACT Government, National Capital Authority, Department of Environment, Water and Natural Resources, Forestry SA, Serpentine Jarrahdale Shire, Department of National Parks Recreation Sport and Racing (NPRSR), Department of Parks and Wildlife (DPaW), Snowy River Shire Council, Bega Valley Shire Council, Bombala Shire Council, Cooma-Monaro Shire Council, Forestry Corporation of NSW, State of Western Australia acting through the Minister for Lands, Running Wild, Forestry SA, You Yangs Regional Park, The Department of Transport and Main Roads (QLD), Sunshine Coast Council, Moorabool Shire Council, Centennial Park and Moore Park Trust, Apollo Bay Mechanics Institute, The Chief Executive of the OEHL, the Minister for the Environment and the Crown in the right of the State of NSW, Department of Environment Land Water Planning, Hepburn Shire Council, Blackwood Crown Reserves Committee of Management Pty Ltd, Department of Water WA, HVP Plantations (aka Hancock Victorian Plantations),

**Tresidder Insurance Group Pty Ltd**

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Whitsunday Regional Council, Department of Main Roads & Transport, Qld Parks and Wildlife Service, State Emergency Service, Whitsunday Running Club Inc, Tamworth Regional Council, Tim & Vanessa Hurcum; HVP Plantations, Alpine Community Plantation, Parks Victoria, Alpine Shire Council, 123 Gavan Pty Ltd ATF 123Gavan Unit Trust, Brandon Brewing Pty Ltd ATF Brandon Brewing Family Trust, W.A. Department of Biodiversity, Conservation & Attractions (aka Parks & Wildlife Service formerly Dept. Conservation and Land Management), City of Mount Gambier, Coffs Harbour City Council, National Parks NSW, The GAP State High School, Qparks (Queensland National Parks), Walkabout Creek Discovery Centre, Brisbane City Council, Moreton Bay Regional Council, SEQ Water, Queensland Maritime Museum, Mount Nebo State School, D'Aguliar National Park, Mount Coot-tha Forest Park, Southbank Brisbane, Queensland Main Roads, Queensland Police Services, Queensland Fire and Emergency Services, NPSR (Parks and forests portfolio of the Queensland Department of Environment), QPWS (Queensland Parks & Wildlife Service), Hancocks Plantations Queensland, Susannah Harvey-Jamieson, Tamworth Regional Council, Tim & Vanessa Hurcum, Rural Fire Service, Queensland Government Accommodation Office, Queensland Government Department of Housing and Public Works, Somerset Regional Council, South Burnett Regional Council, Ipswich City Council, Northcliffe Hotel Motel, Walpole Hotel Motel, Peaceful Bay Caravan Park, Denmark River Mouth Caravan Park, Great Southern Distilling Co, Shire of Manjimup, Town of Denmark, City of Albany, Department of Biodiversity, Conservation and Attractions W.A., Transurban Limited, Peter and Kathryn Munns, Toowoomba Regional Council, Department of Transport and Main Road (QLD), Ambassadors of the Brisbane Valley Inc., University of the Sunshine Coast, Shire of Toodyay, Graham Bird & Louise Crawley, City of Busselton all for their respective rights and interests only

**LIMITS OF INDEMNITY:**

Public Liability - any one occurrence	\$20,000,000
Products Liability - any one occurrence and aggregate any one period of insurance	\$20,000,000
Property in your physical or legal control	\$ 500,000
Professional Indemnity	\$ 1,000,000

**GEOGRAPHICAL LIMIT:**

Worldwide excluding USA & Canada

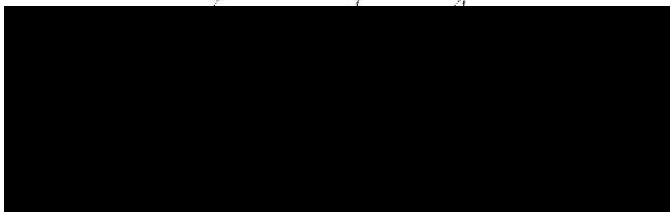
**JURISDICTIONAL LIMIT:**

Commonwealth of Australia

**POLICY FORM:**

Platinum Liability Wording - SUAPL 0317

**Signed on behalf of the placing broker**



**Brad Tresidder - Managing Director - Tresidder Insurance Group**





# Sports Underwriting Australia

Platinum Liability

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## Important Information

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This Policy is a legal contract between you and us. You have paid, or agreed to pay, us the Premium and we provide the cover specified in this Policy and as set out in your Schedule.

The terms, conditions and provisions of the insurance we offer you are set out in this Policy. It is important that you:

- read all of the Policy before you buy it to make sure that it gives you the protection you need;
- are aware of the limits on the cover provided and the amounts we will pay you (including any Excess that applies); and
- are aware of the definitions in your Policy. You will find definitions throughout your Policy. General Provisions - Definition applies to all parts of the Policy.

You must comply with all provisions of this Policy, otherwise we may be entitled to refuse to pay a claim or reduce the amount you are entitled to receive.

The Policy is in force for the Period of Insurance set out in your Schedule or until cancelled.

For the limits on the cover provided:

- some of these will be stated in the Policy itself (these are our standard policy limits); and
- the remainder will be stated in your Schedule.

From time to time and where permitted by law, We may change parts of the Policy. We will issue You with an Endorsement or other document to update the relevant information except in limited cases. Any updates which are not materially adverse to You from the view of a reasonable person deciding whether to buy this insurance, may be found on the Sports Underwriting Australia's website at [www.sportsunderwriting.com.au](http://www.sportsunderwriting.com.au).

You can obtain a paper copy of updated information without charge by calling Your intermediary.

In issuing this Policy to you, we have relied upon the proposal form you have already completed.

### About Sports Underwriting Australia Pty Ltd

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Sports Underwriting Australia Pty Ltd ('Sports Underwriting Australia') specialises in insurance packages for sporting clubs, groups and associations, sport and leisure related businesses and licensed clubs.

Sports Underwriting Australia acts as an agent of the insurer, AIG Australia Limited (ABN 93 004 727 753 AFSL 381686) under a binding authority issued by AIG Australia Limited.

Sports Underwriting Australia holds AFS Licence No: 302484. Sports Underwriting Australia acts as agent of AIG Australia Limited and not you.

Sports Underwriting Australia's contact details are:  
46 Kilby Road, Kew East, Vic, 3102  
Mail: Box 288, Kew East, Vic, 3102.

Phone: 03 8862 2600

Website: [www.sportsunderwriting.com.au](http://www.sportsunderwriting.com.au)

### Who is AIG Australia Limited

This insurance is issued/insured by:

AIG Australia Limited (AIG)

ABN 93 004 727 753

AFSL 381686

Level 19, 2 Park Street

Sydney, NSW 2000

AIG issues/insures this product pursuant to an Australian Financial Services Licence granted to them by the Australian Securities and Investments Commission.

AIG is the marketing name for the worldwide property-casualty, life and retirement, and general insurance operations of American International Group, Inc. American International Group, Inc. (AIG) is a leading international insurance organisation serving customers in more than 100 countries and jurisdictions. AIG companies serve commercial, institutional, and individual customers through one of the most extensive worldwide property-casualty networks of any insurer. In addition, AIG companies are leading providers of life insurance and retirement services in the United States. AIG common stock is listed on the New York Stock Exchange and the Tokyo Stock Exchange.

### Your Duty Of Disclosure

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Before you enter into an insurance contract, you have a duty to tell us anything that you know, or could reasonably be expected to know, may affect our decision to insure you and on what terms.

You have this duty until we agree to insure you.

You have the same duty before you renew, extend, vary or reinstate an insurance contract.

You do not need to tell us anything that:

- reduces the risk we insure you for; or
- is common knowledge; or
- we know or should know as an insurer; or
- We waive your duty to tell us about.

### Non-disclosure

If you do not tell us anything you are required to, we may cancel your contract or reduce the amount we will pay you if you make a claim, or both.

If your failure to tell us is fraudulent, we may refuse to pay a claim and treat the contract as if it never existed.



## Important Information (cont'd)

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### Who Needs To Tell Us

It is important that you understand that you are answering our questions in this way for you and anyone else whom you want to be covered by the Policy.

### Taxation Information

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The amount of cover available under this Policy excludes Goods and Services Tax (GST).

If you are not registered for GST, in the event of a claim we will reimburse you the GST component in addition to the amount that we pay.

The amount that we are liable to pay under this Policy will be reduced by the amount of any input tax credit that you are or may be entitled to claim for the supply of goods or services covered by that payment.

If you are entitled to an input tax credit for the Premium you must inform us of the extent of that entitlement at or before the time you make a claim under this Policy. We will not indemnify you for any GST liability, fines or penalties that arise from or are attributable to your failure to notify us of your entitlement (or correct entitlement) to an input tax credit on the Premium.

If you are liable to pay an Excess under this Policy, the amount payable will be calculated after deduction of any input tax credit that you are or may be entitled to claim on payment of the Excess.

If you are unsure about the taxation implications of this Policy, you should seek advice from your accountant or tax professional.

### Privacy

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Sports Underwriting Australia and AIG Australia Limited are committed to protecting your privacy in accordance with the Privacy Act 1988 (Cth) (Privacy Act) and the Australian Privacy Principles (APPs). This Privacy Statements sets out how we collect, disclose and handle Your personal information (including sensitive information) as defined in the Privacy Act.

### AIG Australia Privacy Notice

This notice sets out how AIG collects uses and discloses personal information about:

- you, if an individual; and
- other individuals you provide information about.

Further information about our Privacy Policy is available at [www.aig.com.au](http://www.aig.com.au) or by contacting us at [australia.privacy.manager@aig.com](mailto:australia.privacy.manager@aig.com) or on 1300 030 886.

### How we collect your personal information

AIG usually collects personal information from you or your agents.

AIG may also collect personal information from:

- our agents and service providers;
- other insurers;
- people who are involved in a claim or assist us in investigating or processing claims, including third parties claiming under your policy, witnesses and medical practitioners;
- third parties who may be arranging insurance cover for a group that you are a part of;
- providers of marketing lists and industry databases; and
- publically available sources.

### Why we collect your personal information

AIG collects information necessary to:

- underwrite and administer your insurance cover;
- maintain and improve customer service; and
- advise you of our and other products and services that may interest you.

You have a legal obligation under the Insurance Contracts Act 1984 to disclose certain information. Failure to disclose information required may result in AIG declining cover, cancelling your insurance cover or reducing the level of cover, or declining claims.

### To whom we disclose your personal information

In the course of underwriting and administering your policy we may disclose your information to:

- entities to which AIG is related, reinsurers, contractors or third party providers providing services related to the administration of your policy;
- banks and financial institutions for policy payments;
- assessors, third party administrators, emergency providers, retailers, medical providers, travel carriers, in the event of a claim;
- other entities to enable them to offer their products or services to you; and
- government, law enforcement, dispute resolution, statutory or regulatory bodies, or as required by law.

AIG is likely to disclose information to some of these entities located overseas, including in the following countries: United States of America, United Kingdom, Singapore, Malaysia, the Philippines, India, Hong Kong, New Zealand as well as any country in which you have a claim and such other countries as may be notified in our Privacy Policy from time to time.

You may request not to receive direct marketing communications from AIG.

## Important Information (cont'd)

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### Access to your personal information

Our Privacy Policy contains information about how you may access and seek correction of personal information we hold about you. In summary, you may gain access to your personal information by submitting a written request to AIG.

In some circumstances permitted under the Privacy Act 1988, AIG may not permit access to your personal information. Circumstances where access may be denied include where it would have an unreasonable impact on the privacy of other individuals, or where it would be unlawful.

### Consent

If applicable, Your application includes a consent that You and any other individuals You provide information about consent to the collection, use and disclosure of personal information as set out in this notice.

### Complaints

Our Privacy Policy also contains information about how you may complain about a breach of the applicable privacy principles and how we will deal with such a complaint.

## Sports Underwriting Australia Privacy Notice

This notice sets out how Sports Underwriting Australia collects uses and discloses personal information.

### Why we Collect Your Personal Information

"we", "us" or "our" means Sports Underwriting Australia, unless specified otherwise.

We collect Your personal information (including sensitive information) so we can:

- identify you and conduct necessary checks;
- determine what service or products we can provide to you e.g. offer our insurance products;
- issue, manage and administer services and products provided to you or others, including claims investigation, handling and settlement;
- improve our services and products e.g. training and development of our representatives, product and service research and data analysis and business strategy development, and
- make special offers of other services and products provided by us or those we have an association with, that might be of interest to you.

### What Happens If You Don't Give Us Your Personal Information

If you choose not to provide us with the information we have requested, we may not be able to provide you with our services or products or properly manage and administer services and products provided to you or others.

### How We Collect Your Personal Information

Collection can take place by telephone email, or in writing and through websites (from data you input directly or through cookies and other web analytic

tools). We collect it directly from you unless you have consented to collection from someone other than you, it is unreasonable or impracticable for us to do so or the law permits us to. If you provide us with personal information about another person, you must only do so with their consent and agree to make them aware of this privacy notice.

### Who We Disclose Your Personal Information To

We share your personal information with third parties for the collection purposes noted above.

The third parties include: our related companies and our representatives who provide services for us, the Insurer, other insurers and reinsurers, your agents, our legal, accounting and other professional advisers, data warehouses and consultants, social media and other similar sites and networks, membership, loyalty and rewards programs or partners, providers of medical and non-medical assistance and services, investigators, loss assessors and adjusters, other parties we may be able to claim or recover against, and anyone either of us appoint to review and handle complaints or disputes and any other parties where permitted or required by law. We may need to disclose information to persons located overseas. Who they are may change from time to time.

You can contact us for details or refer to our Privacy Policy available at our website [www.sportsunderwriting.com.au/documents.html](http://www.sportsunderwriting.com.au/documents.html).

In some cases we may not be able to take reasonable steps to ensure they do not breach the Privacy Act and they may not be subject to the same level of protection or obligations that are offered by the Act. By proceeding to acquire our services and products you agree that you cannot seek redress under the Act or against us (to the extent permitted by law) and may not be able to seek redress overseas.

### More Information, Access, Correction or Complaints

For more information about our privacy practices including how we collect, use or disclose information, how to access or seek correction to your information or how to complain in relation to a breach of the Australian Privacy Principles and how such a complaint will be handled, please refer to our Privacy Policy available at our website or by contacting us (our contact details are below).

## Cooling-off period

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If, after reading your policy, you are not satisfied with the cover, you may cancel this policy within 14 days of receiving it, and obtain a full refund less any non-refundable government charges and taxes that we have paid. You may notify us in writing or electronically.

If you make a claim for any incident within the 14 day period, you must pay your annual premium in full.

If your policy is for an event that will finish within the 14 day cooling off period, you can only exercise your right to cancel before the event starts.

### General Insurance Code of Practice

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AIG Australia is a signatory to the General Insurance Code of Practice. The Code sets out the minimum standards of service that can be expected from the insurance industry and requires insurers to be open, fair and honest in their dealings with customers.

We are committed to adhering to the objectives of the Code and to uphold these minimum standards when providing services covered by this Code. The Code objectives will be followed having regards to the law and acknowledging that a contract of insurance is a contract based on the utmost good faith.

For more information on the Code please visit [www.codeofpractice.com.au](http://www.codeofpractice.com.au)

### Dispute Resolution Process

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If you are not satisfied with our service please tell us so we can help. We will address complaints in accordance with AIG Australia Limited's Complaints Handling Process and the Insurance Council of Australia's Code of Practice.

If you have a complaint:

#### Step 1: Contact us

You can contact us by:

**Postal Address:** PO Box 288, Kew East  
Victoria, Australia 3102

**Tel:** +61 3 8862 2600

**Email:** [info@sportsunderwriting.com.au](mailto:info@sportsunderwriting.com.au)

If we require additional information we will contact you to discuss. If your complaint is not immediately resolved we will respond within 15 business days of receipt of your complaint or agree on a reasonable alternative timetable with you.

#### Step 2: AIG Complaints Process

If this does not resolve the matter or you are not satisfied with the way a complaint has been dealt with, you can register a complaint with us by telephoning us on 1800 339 669, lodging your complaint on our website, or by writing to:

The Compliance Manager  
AIG Australia Limited  
Level 12, 717 Bourke Street  
Docklands VIC 3008

As soon as we receive your complaint we will take all possible steps to resolve it. You will receive a written response to your complaint within 15 working days, unless we agree a longer timeframe with you.

#### What should you do if you are not happy with our response to your complaint?

If you are not satisfied with our response to your complaint, there are certain circumstances in which

you may request that the matter be reviewed by the AIG Internal Dispute Resolution Committee ("**Committee**").

The Committee is comprised of either a Senior Manager or three Senior Managers of AIG with the experience and authority to decide on matters brought before it.

The circumstances in which you may request the matter to be reviewed by the Committee are where the external dispute resolution body referenced below has jurisdiction to hear your complaint under their terms of reference ("**eligible complaint**").

At the time of you making the initial complaint, AIG will advise you if your complaint can or cannot be referred to the Committee.

If you wish to have your complaint reviewed by this Committee please telephone or write to the person who has signed the response letter to your complaint and provide them with detailed reasons for requesting the review. This information will greatly assist the Committee in reviewing your claim or enquiry. Your complaint will then be treated as a dispute. You may also make a request for a review by the Committee by contacting:

The Chairperson IDRC  
AIG Australia Limited  
Level 12, 717 Bourke Street  
Docklands VIC 3008

For eligible complaints which can be heard by the Committee, a written response setting out the final decision of the Committee and the reasons for this decision will be provided to you within 15 working days of the date you advise us you wish to take your complaint to IDRC.

If we are unable to provide a written response setting out the final decision we will keep you informed of progress at least every 10 days.

If you are not satisfied with the finding of the Committee, or if we have been unable to resolve your complaint within 45 calendar days, you may be able to take your matter to an independent dispute resolution body, The Australian Financial Complaints Authority ("AFCA"). Please note that in relation to this policy there are circumstances in which AFCA may not have jurisdiction under their terms of reference. Their jurisdiction or terms of reference of AFCA are set out in the AFCA Rules available on the AFCA website (<http://www.afca.org.au>). If the eligible complaint falls within AFCA jurisdiction or their terms of reference, this external dispute resolution body can make decisions with which AIG are obliged to comply. Contact details are:

Australian Financial Complaints Authority  
GPO Box 3  
Melbourne, VIC 3001  
**Tel:** 1800 931 678 (local call fee applies)  
**Email:** [info@afca.org.au](mailto:info@afca.org.au) Internet: <http://www.afca.org.au>

You should note that use of the AFCA scheme does not preclude you from subsequently exercising any legal

## Important Information (cont'd)

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rights, which you may have if you are still unhappy with the outcome. Before doing so however, we strongly recommend that you obtain independent legal advice.

If your complaint does not fall within the AFCA's terms of reference, we will advise you to seek independent legal advice or give you information about any other external dispute resolution options (if any) that may be available to you.

## Words With Special Meanings

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Words with special meanings will be seen throughout **Your Policy** in bold lettering. Please refer to the following definitions for the meaning **We** give these words.

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## General Provisions

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This Policy is divided into three **Parts**. Part A provides cover for General Liability, Part B provides cover for professional indemnity and Part C provides cover for management liability. There are also general provisions which apply to all **Parts**.

Part B and Part C of this Policy operate on a 'claims made and notified' basis. Those **Parts** provide cover for claims made against **you** and notified to **us** during the **Period of Insurance**.

Where **you** give notice in writing to **us** of any facts that might give rise to a claim against **you** as soon as **you** become aware of those facts but before the expiry of the **Period of Insurance**, **you** may have rights under

section 40(3) of the *Insurance Contracts Act* 1984 to be indemnified in respect of any claim subsequently made against **you** arising from those facts notwithstanding that the claim is made after the expiry of the **Period of Insurance**. Any such rights arise under the legislation only.

This Policy contains a Retroactive Date, which means it only covers claims made against you and notified to us under Part B and Part C in respect of acts, omissions or other conduct which occurred after that date.

## General Provisions – Definitions

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The following definitions apply to all **Parts** of the **Policy**:

### Act of Terrorism

Includes any act, or preparation in respect of action, or threat of action designed to influence the government de jure or de facto of any nation or any political division thereof, or in pursuit of political, religious, ideological or similar purposes to intimidate the public or a section of the public of any nation by any person or group(s) of persons whether acting alone or on behalf of or in connection with any organisation(s) or government(s) de jure or de facto, and which:

- a. involves violence against one or more persons;
- b. involves damage to property;
- c. endangers life other than that of the person committing the action;

- d. creates a risk to health or safety of the public or a section of the public; or
- e. is designed to interfere with or to disrupt an electronic system.

### Advertising Injury

Injury arising out of:

- a. libel, slander or defamation;
- b. infringement of any patent, copyright, title, trademark or slogan;
- c. unfair competition, piracy or misappropriation of ideas; or
- d. invasion of privacy;

committed or alleged to have been committed in any advertisement, publicity article, broadcast or telecast and caused by or arising out of any advertising activities conducted by **you** or on **your** behalf, during the **Period of Insurance**.

### Aircraft

Any craft or object designed to travel through air or space or intended to be propelled on a cushion of air over the surface of land or water, other than model aircraft.

### Business

The business specified in the **Schedule** which includes:

- a. the provision and management of canteen, social, sports, fundraising, welfare and child care facilities by **You** for **Your Employees** or volunteers' benefit; and
- b. **Your** ownership or occupation of **your Premises**.

### Claim

Any:

- a. written or verbal demand for compensation or damages or other relief; or
- b. a civil proceeding seeking compensation or damages or other relief; or
- c. any criminal charge brought against **You** alleging a **Wrongful Act** (in relation to **Part C** only); or
- d. a notice of charge, formal investigation order or notice requiring **You** to attend an inquiry or other proceedings ordered by an **Inquiring Body**.

### Communicable Disease

An infectious disease that is transmitted through direct contact from one person to another.

### Conflict

- a. a conflict of interest and duty, where you act for one parties interest whilst being subjected to a contrary interest, being an interest of another party; or
- a. a conflict of interest and duty, where you act for a party whilst being subjected to a contrary interest, being a personal advantage interest.

### Defence Costs

Reasonable legal costs and other expenses incurred by or on behalf of **You** (with **Our** written consent) or by **Us** in the investigation, defence and/or settlement of an **Occurrence** or **Claim**.

### Documents

Deeds, wills, agreements, maps, plans, books, letters, certificates, forms, and documents of any nature, whether written, printed or reproduced by any method. **Documents** does not mean money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes.

### Electronic Data

Facts, concepts and information converted to a form useable for communications, display, distribution, interpretation or processing by electronic and electromechanical data processing or electronically controlled equipment and includes programs, software and other coded instructions for such equipment.

### Employee

Any person employed (whether for reward or not) under a contract of service by **you** but does not include:

- a. a director, principal, partner, consultant, contractor, subcontractor, secondee or agent of **you**; or
- b. the respective employees of any director, principal, partner, consultant, contractor, subcontractor, secondee or agent of **you** (including the employees of labour hire agencies).

### Employment Practices Liability

Any liability arising from any act, error or omission in connection with the recruitment, employment or termination of **your Employee** or applicant for a position as **your Employee** including but not limited to:

- a. sexual or workplace discrimination or harassment;
- b. wrongful dismissal or failure to promote;
- c. invasion of privacy or defamation; or
- d. misleading conduct or advertising in relation to the terms and conditions of employment.

For the purpose of this definition **Employee** includes principals, partners, voluntary workers, contractors and temporary workers.

### Excess

The amount which **you** have to pay towards the cost of any **Claim** under this **Policy**, excluding costs and expenses incurred by **you** in the investigation, settlement or defence of any **Claim** or **Occurrence**.

### Inquiring Body

A court, tribunal, or legally constituted industry or professional board.

### Inquiry Costs

Necessary and reasonable legal costs and expenses incurred by **you** or **your Employee** or **your Officer** with **our** written consent arising out of any notice requiring **you** or **your Employee** or **your Officer** to attend at an inquiry or hearing before an **Inquiring Body**.

### Insolvent/Insolvency

the state of being a body corporate or entity:

- a. that is unable to pay its debts as and when they fall due; or
- b. in respect of which an application for winding up has been made; or
- c. in respect of which a liquidator, provisional liquidator, receiver, receiver and manager, or official manager has been appointed (whether or not by a Court); or
- d. in respect of which an administrator has been appointed or that is under administration; or
- e. that has executed a Deed of Company Arrangement that has not yet terminated.

### Joint Venture

An unincorporated enterprise that **you** carry on jointly with some other party or parties.

### Limit of Indemnity

The amount nominated in the **Schedule** as the limit of indemnity respectively applying for each **Part**.

### Loss

Amounts payable in respect of a **Claim** or an **Occurrence** including damages, **Defence Costs**, settlements and interest. **Loss** does not include penalties, fines or exemplary, punitive or aggravated damages.

### Medical Persons

Any qualified medical practitioners, nurses, dentists or first aid attendants employed by **you**.

### Not for Profit Organisation

Any entity, body, company, club, association, committee or other enterprise that is exempt from payment of income tax under State or Federal law but does not include a **Subsidiary**.

### Occurrence

Any:

- a. event or series of events, including continuous or repeated exposure to substantially the same general conditions, which results in **Personal Injury** and/or **Property Damage** and/or **Advertising Injury** and/or **Product Liability** neither expected nor intended by **you**; or
- b. intentional act, by **you** or at **your** direction, resulting in **Personal Injury** but only if such **Personal Injury** arises solely from the use of reasonable force for the purpose of protecting persons or property;
- c. all **Advertising Injury** arising out of the same injurious material or act (regardless of the frequency or repetition thereof, the number and kind of media used, or the number of claimants) shall be deemed to be one Occurrence.

### Officer

- a. Any natural person who is a past, present or future director, secretary, principal, partner, or executive officer of **you** engaged in the **Business**.
- b. Any natural person who is deemed by relevant legislation to be a director, secretary, principal, partner, or executive officer of **you** engaged in the **Business**.

**Officer** does not include a liquidator, external auditor, receiver, receiver and manager, official manager, administrator, trustee or person administering a compromise or scheme of arrangement of **you** or any employee of such person; or any company, entity or other body corporate or trustee, directors, officers, or employees of superannuation or pension organisations.

### Outside Directorship

The position of director, officer, trustee or secretary held by an **Officer** in a **Not for Profit Organisation** or **Outside Entity** with the consent and at the request of the **Business**.

### Outside Entity

Any entity, body, company, club, association, committee or other enterprise that is not a **Subsidiary**.

### Part

Any of Part A, Part B or Part C of this **Policy**.

### Penalties

Monetary sums **you** are ordered by a court or tribunal to pay to any **Regulatory Authority** but does not include:



## General Provisions – Definitions (cont'd)

- a. any amounts payable as compensation; or
- b. any tax, rates, duty, fees, levies, charges or other revenue; or
- c. any damages, including any exemplary or punitive damages; or
- d. any consequential economic loss; or
- e. any **Defence Costs** and associated expenses; or
- f. any penalty arising from any offence under Sections 182, 183, 601FD, 601FE or 601JD of the *Corporations Act* or as they may be re-enacted or amended; or
- g. any compliance, remedial, reparation or restitution costs; or
- h. any penalty arising from gross negligence or recklessness; or
- i. any penalty resulting from any wilful, intentional, dishonest or deliberate breach or failure to comply with any legal demand, direction, proceeding or notice issued under any act or regulation enacted by the federal or a state parliament within the Commonwealth of Australia; or
- j. any penalty arising from circumstances where **you** knew or ought reasonably have known prior to the **Period of Insurance** that the behaviour leading to the order of the penalty was wrong; or
- k. any penalty attributable to the period after which **You** knew or ought reasonably to have known that the behaviour was wrong; or
- l. any penalty for breach of consumer protection legislation.

### Period of Insurance

The period shown in the **Schedule** against 'Period of Insurance' unless terminated earlier.

### Personal Injury

- a. Bodily injury, sickness or disease, including death, shock, fright, mental anguish, mental injury or disability;
- b. unlawful arrest, wrongful detention or false imprisonment;
- c. wrongful entry or eviction or other invasion of privacy; or
- d. a publication of a libel or utterance of a slander or other defamatory material.

### Policy

This **Policy** document, its **Schedule** and the endorsements, if any, noted in the **Schedule** or granted by **us** after inception of the **Policy**, any other documents we tell you form part of the **Policy**, and the information given to **us** on behalf of **you** in the **Proposal**.

### Pollutant

Any:

- a. solid, liquid, gaseous or thermal irritant or contaminant, including without limitation smoke, vapour, soot, fumes, acids, alkalis and chemicals; and
- b. waste materials, including materials to be recycled, reconditioned or reclaimed; and

### Premises

The **Business** premises specified in the **Schedule**.

### Premium

The amount payable by **you** for the insurance provided by **us** under this **Policy** including all applicable taxes, duties and imposts.

### Product

Any thing or things (including any packaging, containers, directions, markings, instructions, warnings or specifications) manufactured or deemed manufactured, grown, extracted, produced, processed, assembled, constructed, erected, installed, repaired, serviced, treated, sold, supplied, resupplied or distributed by **you** or on **your** behalf in the course of **your Business** after physical possession has been passed to others.

### Product Liability

Liability for **Personal Injury** or **Property Damage** arising out of **your Product** but only if the **Personal Injury** or **Property Damage** occurs away from **your Premises** or **Premises** leased or rented to **you** and after physical possession of **your Product** has been passed to others.

### Property Damage

- a. Physical loss, destruction or damage to tangible property, including loss of use of that property at any time resulting therefrom; or
- b. Loss of use of tangible property not physically lost, destroyed or damaged provided that such loss of use is caused by or arises out of an Occurrence.



### Proposal

The form completed by **you** giving answers, particulars and statements in respect of the insurance required by **you**.

### Regulatory Authority

A person or entity appointed, constituted or acting under a delegated authority pursuant to any Act or regulation enacted by the federal or a state parliament within the Commonwealth of Australia and relating to events taking place within the Commonwealth of Australia.

### Retroactive Date

The date shown in the **Schedule** against 'Retroactive Date'.

### Schedule

The certificate issued by **us** which forms part of this **Policy** and shows **your** policy number, the **Premium**, the insurance cover selected by **you** and any special terms and conditions or endorsements.

### Subsidiary

Any entity:

- a. which is deemed to be **your** subsidiary at the start of the **Period of Insurance** by Australian law provided the accounts of any **Subsidiary** are incorporated into the **Business** accounts in accordance with the relevant accounting standard; or
- b. in which **your** control more than 50% of the issued share capital or have more than one half of the maximum voting rights for any vote at a general meeting of the entity.

### Territorial Limit

Anywhere in the world other than the United States of America or Canada or their territories, protectorates or dependencies.

### Vehicle

Any machine on wheels or self-laid tracks, designed to be propelled by other than manual or animal power and any trailer or other attachment designed to be drawn by any such machine but not including an **Aircraft** or **Watercraft**.

### Watercraft

Any vessel, craft, device or thing designed to float on or in water or to travel on or through water other than model boats.

### We, us or our

AIG Australia Limited (ABN 93 004 727 753, AFSL 381686) acting through its agent Sports Underwriting Australia Pty Ltd.

### Wrongful Act

Any actual or alleged wrongful act or omission committed by **you**.

### You or your

- a. Each person, company or other entity specified in the **Schedule** as being insured under this **Policy** as well as all subsidiary companies incorporated within the **Territorial Limit** and notified to **us**, existing before the inception date of this **Policy** and declared in the **Proposal**;
- b. For the purposes of **Part A** and **Part B** of this **Policy** only, an **Employee** or **Officer** of each person, company or other entity referred to in a. above.
- c. For the purposes of **Part C** of this **Policy** **you** or **your** does not include a liquidator, external auditor, receiver, receiver and manager, official manager, administrator, trustee or person administering a compromise or scheme of arrangement of **you** or any employee of such person; or any company, entity or other body corporate or trustee, directors, officers, or employees of superannuation or pension organisations.

The following conditions apply to all **Parts** of the **Policy**:

### 1. Cancellation

This **Policy** may be cancelled by:

- a. **you** at any time by notifying **us** in writing, in which case:
  - i. cancellation takes place when **we** receive the notice; and
  - ii. **we** will retain, or be entitled to, **Premium** for the period during which this **Policy** has been in force based on **our** normal short period rates together with any administration expenses and non-refundable taxes and duties;
- b. **us** on any grounds set out in the *Insurance Contracts Act 1984*, as amended from time to time, by giving **you** notice in writing, in which case **we** will refund the **Premium** paid for the unexpired part of the **Period of Insurance**.

**You** must supply **us** with such particulars as **we** may require for the adjustment of the **Premium** following any cancellation.

### 2. Claims Procedures

If **you** become aware of:

- a. a situation which could lead to a **Loss**;
- b. an increase in the quantum of a **Loss**; or
- c. an **Occurrence**,

**you** must, at **your** own cost:

- i. notify **us** as soon as possible and provide **us** with all reasonable information and assistance that **we** may require to enable **us** to investigate and defend any **Occurrence**;
- ii. take all reasonably practical steps to avoid or diminish **your** liability or **Loss**;
- iii. not admit liability or settle or attempt to settle any **Claim** without **our** written consent;

### 3. Claims Reporting

**You** must give **us** immediate notice in writing of any **Claim** or **Occurrence**.

Such notice must be sent to The Claims Manager  
AIG Australia Limited, Level 19, 2 Park Street, Sydney,  
NSW, 2000, Australia.

### 4. Discharge of Liability

If in **our** opinion the amount required to dispose of any **Claim** may exceed either the available **Limit of Indemnity** or a relevant sub-limit, **we** are entitled to discharge **our** liability by paying (or agreeing to pay upon settlement of the **Claim**) the available **Limit of Indemnity** to **you** and paying the **Defence Costs** incurred up to the time of election to discharge **our** liability.

If at the time of making such an election **we** are conducting the defence of the **Claim**, **we** will relinquish conduct and will have no further liability for **Defence Costs** after **we** have given **you** written notice of such election.

If **you** disagree with a settlement that **we** recommend, **you** may elect to contest the **Claim**, however **our** liability in respect of the **Claim** will not exceed the amount for which the **Claim** could have been so settled plus the **Defence Costs** incurred up to the date of such election, less the **Excess**.

### 5. Excess

In respect of any liability for which **you** are entitled to indemnity under this **Policy**, **you** will bear the amount of the **Excess** and **we** will only be liable to indemnify **you** for that part of any **Loss** or **Claim** which is greater than the **Excess**.

Costs and expenses incurred by **you** in the investigation, settlement or defence of any **Claim** are not included in the **Excess** and shall not be applied to erode the **Excess**.

The **Excess** applies to each **Claim** covered by this **Policy**. However, where more than one **Claim** arises from or is attributable to the same act, error or omission or a series of related acts, errors or omissions, only one **Excess** is payable under the **Policy**.

### 6. Governing Law

This **Policy** is to be governed in by the laws of Australia and the State or Territory where the **Policy** was issued. The relevant courts of the place where the **Policy** was issued shall have jurisdiction in any dispute concerning or under this **Policy**.

### 7. GST Basis of Settlement

The amount that **we** are liable to pay under this **Policy** will be reduced by the amount of any input tax credit that **you** may be entitled to claim for the supply of goods or services covered by that payment.

### 8. Interpretation

Paragraph headings are included for convenience only and do not form part of this **Policy** for the purposes of interpretation of this **Policy**. Words and expressions in the singular include the plural and vice versa.

Words (except headings) in bold lettering have special meaning and are defined in the **Policy**. Words that are not specifically defined in this **Policy** have the meaning normally attributed to them.

### 9. Material Changes to the Risk

**You** must immediately notify **us** in writing of any alteration to the facts or circumstances relating to **your Business** that existed when **we** agreed to insure **you** under this **Policy**. If **we** agree in writing to insure the altered risk, **you** must pay any additional **Premium** requested by **us**. If **we** do not agree to insure the altered risk or if **you** do not pay the additional **Premium**, **we** will not indemnify **you** for any liability caused by or arising directly or indirectly out of or in connection with such alteration.

### 10. Other Insurance

If for any **Occurrence, Claim, Loss** or **Defence Costs** there is any other insurance or indemnity which may provide either **you** or an **Officer** with a right of indemnity, **you** must tell **us** and provide **us** with full details of that other insurance or indemnity together with any further information that **we** may reasonably require.

### 11. Severability

A term or condition of this **Policy** that is illegal or unenforceable may be severed from this **Policy** and the remaining terms and conditions of this **Policy**, or parts thereof, continue in force.

### 12. Subrogation

If **we** make a payment under this **Policy** to **you** or on **your** behalf then, subject to the *Insurance Contracts Act 1984* as amended from time to time, we will be subrogated to all of **your** rights of recovery against all persons and **you** must, at **our** request and expense, take all reasonable steps and provide all assistance reasonably necessary to assist **us** in the exercise of **our** rights.

### 13. Waiver, Surrender of Rights, Contribution or Indemnity

**We** will not compensate you for any **Loss** or damage that is covered by this **Policy** where;

- a. another person or party would be liable to compensate **you**, or hold **you** harmless, for part of or all of that **Loss** or damage; and
- a. **you** have agreed with that person or party, either before or after the inception of this **Policy**, that **you** will not seek recovery from them.

## General Provisions – Exclusions

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The following exclusions apply to all **Parts** of the **Policy**:

This insurance does not apply to, and **we** will not indemnify **you** for, any actual or alleged liability:

### 1. Aircraft and Watercraft

caused by or arising directly or indirectly out of or in connection with:

- a. the ownership, possession, use, existence, working, navigation, operation, repair, maintenance, servicing, construction or installation by **you** or on **your** behalf of any **Aircraft**; or
- b. the ownership, possession, use, existence, working, navigation, operation, repair, maintenance, servicing, construction or installation by **you** or on **your** behalf of any **Watercraft** exceeding 8 metres in length, except where such **Watercraft** are owned or operated by others and used by **you** for business entertainment; in connection with **your Business** or
- c. the use of **your Product** with **your** knowledge in the construction, operation, maintenance, servicing or repair of any **Aircraft**; or
- d. the use of **your Product** with **your** knowledge in the construction, operation, maintenance, servicing or repair of any **Watercraft** exceeding 8 metres in length.

### 2. Asbestos

whatsoever for any **Claim** or **Occurrence** in respect of **Personal Injury** or **Property Damage** directly or indirectly arising out of, resulting from or in consequence of, or in any way involving asbestos, or any materials containing asbestos in whatever form or quantity.

### 3. Computers and Technology

- a. for **Property Damage** to **Electronic Data** or caused by or arising directly or indirectly out of the total or partial destruction, distortion, erasure, corruption, alteration, misinterpretation or misappropriation of **Electronic Data** or any error in creating, amending, entering, deleting or using **Electronic Data** or total or partial inability or failure to receive, send, access or use **Electronic Data** for any time at all or any consequential loss resulting therefrom;
- b. caused by or arising directly or indirectly out of or in connection with the use of an intranet or the Internet (including but not limited to the World Wide Web and electronic mail systems) by **you**, by **your Employee** or **Officer**, or on **your** behalf; or

- c. caused by or arising directly or indirectly out of or in connection with computer hardware or software that does not meet Year 2000 Conformity, within the meaning of that term in Miscellaneous Paper SAA/SNZ MP77:1998 "A Definition of Year 2000" published by Standards Australia and as amended or substituted from time to time.

### 4. Contractual Liabilities

arising from, attributable to or in any way connected with any duty, obligation or liability assumed by **you** through contract, warranty, guarantee or indemnity, unless the duty, obligation or liability would have existed if **you** had not expressly assumed it. This Exclusion does not apply to a **Claim** for **Employment Practices Liability**.

### 5. Demolition

caused by or arising directly or indirectly out of or in connection with demolition of property the highest part of which, immediately before demolition works commence, exceeds 10 metres from ground level.

### 6. Design

caused by or arising directly or indirectly out of or in connection with the design, plan, formula or specification of **your Product** or any instructions, warnings, advice or information on the characteristics, use, storage or application of **your Product**.

### 7. Employer's Liability

- a. for **Personal Injury** to any **Employee** in respect of which **you** are or would be entitled to indemnity under any policy of insurance, fund, scheme or self insurance pursuant to or required by any legislation relating to Workers' Compensation or Accident Compensation whether or not such policy, fund, scheme or self insurance has been effected. Provided that this **Policy** will respond to the extent that **your** liability would not be covered under any such policy, fund, scheme or self insurance arrangement had **you** complied with its obligations pursuant to such law;
- b. imposed by:
  - i. the provisions of any industrial award or agreement or determination or any contract of employment or workplace agreement where such liability would not have been imposed in the absence of such industrial award or agreement or determination or contract of employment or workplace agreement;

- ii. any law relating to Employment Practices Liability.

For the purpose of this Exclusion], the term 'Worker' means any person deemed to be employed by **you** pursuant to any Workers' Compensation Law. Voluntary workers, secondees and work experience students (if any) will not be deemed to be **your Employees**.

### 8. Fraudulent and Intentional Conduct

arising from, attributable to or in any way connected with:

- a. any dishonest, fraudulent, criminal or malicious act or omission of any of **you** or **your Officers** or **Employees**; or
- b. any of **you** or **your Officers** or **Employees** having received any personal gain or advantage or remuneration to which that **Officer** or **you** was not legally entitled;
- c. **you** or **your Officers** or **Employees** benefiting from securities transactions as a result of information that was not generally available to other sellers or purchasers of those securities; or
- d. conduct intended to cause **Personal Injury** or **Property Damage** (or conduct with reckless disregard for **Personal Injury** or **Property Damage**) by **you** or **your Officers** or **Employees** or anyone acting on **your** behalf or with **your** knowledge or connivance.

However this exclusion shall only apply to the extent that the subject conduct has been established by an express admission, court judgment or other final adjudication.

### 9. Liquidated Damages

arising out of liquidated damages clauses, penalty clauses or performance warranties except to the extent that such liability would have attached in the absence of such clauses or warranties.

### 10. Loss of Use

for loss of use of tangible property (not physically lost, destroyed or damaged) caused by or arising directly or indirectly out of:

- a. delay or lack of performance by **you** or on **your** behalf under any contract or agreement; or
- b. the failure of **your Product** to meet the level of performance, quality, fitness or durability expressly or impliedly warranted or represented by **you**.

### 11. Molestation

caused by or arising directly or indirectly out of or in connection with the molestation of, or physical or psychological interference with, any person.

### 12. Money and Securities

for loss or damage to cash, securities, bullion, gold or negotiable instruments owned either by **you** or any of **your Officers** or **Employees**, or for which **you** have assumed a responsibility.

### 13. Pollution

for:

- a. **Personal Injury** or **Property Damage** or financial loss or loss of, damage to, or loss of use of property directly or indirectly arising out of the actual, alleged or threatened discharge, dispersal, release, seepage, migration, emission or escape of **Pollutants**; or
- b. the cost of testing, monitoring, containing, removing, nullifying or cleaning up **Pollutants** except liability otherwise excluded under paragraph a. that:
  - i. arises from a sudden identifiable, unintended and unexpected happening, which takes place in its entirety at a specific time and place and occurs outside United States of America, Canada or their territories, protectorates, or dependencies; and
  - ii. is indemnified in not more than one annual **Period of Insurance**.

### 14. Prior Circumstances Occurrences And Claims

arising from, attributable to or in any way connected with any:

- a. facts, circumstances or occurrences noted on the **Proposal** for the current **Period of Insurance** or on any previous proposal to any insurer or of which notice had been given to any insurer under any previous policy, however expressed; or
- b. facts, circumstances or **Occurrences** of which **You** were aware prior to the commencement of the **Period of Insurance** and which **You** knew (or ought reasonably to have realised) may give rise to a **Claim**; or
- c. **Claims** first made against **You** prior to the start of the **Period of Insurance**.
- d. fault, defect, **Occurrence**, **Personal Injury** or **Property Damage** known, or deemed by law to be known, by **you** prior to the **Period of Insurance**.

### 15. Product Defect, Product Recall and Faulty Work

- a. for **Property Damage** to **your Product** caused by or arising directly or indirectly out of or in connection with any defect or lack of quality in **your Product**, the harmful nature of **your Product** or unsuitability or ineffectiveness of **your Product**;
- b. caused by or arising directly or indirectly out of or in connection with the withdrawal, inspection, removal, reinstallation, repair, replacement or loss of use of **your Product**, or of any property of which **your Product** forms a part, if **your Product** is recalled from the market or from use because of any known or suspected defect or deficiency in it; or
- c. for the cost of repairing, correcting, performing or improving any work or service undertaken or provided by **you** or on **your** behalf, provided that this exclusion 15.c does not apply to **Personal Injury** or **Property Damage** resulting from such work or service undertaken or provided by **you** or on **your** behalf

### 16. Territorial Limit

- a. arising out of **Claims** made or actions brought in the United States of America, Canada or their territories, protectorates, or dependencies coming within the jurisdiction of the courts of the United States of America, Canada or their territories, protectorates or dependencies; or
- b. arising out of **Claims** and actions to which the laws of the United States of America, Canada or their territories, protectorates, or dependencies apply. Provided that:

However for the purposes of **Part A** of this **Policy** subsections a and b. above do not apply to **Personal Injury** or **Property Damage** occurring during business visits to the United States of America, Canada or their territories, protectorates, or dependencies by directors or employees, who are normally resident in Australia and who are not undertaking manual work or supervision of work of any kind while in the United States of America, Canada or their territories, protectorates or dependencies.

The **Limit of Indemnity** in respect of coverage provided under subsection **General Provisions - Exclusion 16 - Territorial Limit** is inclusive of all costs, expenses and interest as set out in subsection **Limit of Indemnity for Part A** and subsection 1.2 Costs and Expenses of **Part A** of this **Policy**.

### 17. Tobacco and Smoking

caused by or arising directly or indirectly out of or in connection with the inhalation or ingestion of, or exposure to, tobacco or tobacco smoke or any ingredient or additive present in any articles, items or goods which contain or include tobacco.

### 18. War, Terrorism and Nuclear Material

- a. caused by or arising directly or indirectly out of or in connection with war, invasion, acts of foreign enemies, hostilities or warlike operations (whether war be declared or not), civil war, mutiny, civil commotion, coup, military rising, insurrection, military or usurped power, rebellion, revolution, confiscation, nationalisation, requisition or looting, sacking or pillage, destruction of or damage to property by or under the order of any government or local authority;
- b. for death, injury, illness, loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from or arising out of or in connection with any **Act of Terrorism** regardless of any other cause or event contributing concurrently or in any other sequence to the loss;
- c. for death, injury, illness, loss, damage, cost or expense directly or indirectly caused by, contributed to by, resulting from, or arising out of or in connection with any action in controlling, preventing, suppressing, retaliating against, or responding to any **Act of Terrorism**;
- d. caused by or arising directly or indirectly out of or in connection with nuclear weapons material or ionising radiation or contamination by radioactivity from any nuclear fuel or nuclear waste or from the combustion of nuclear fuel or from any other selfsustaining process of nuclear fission.

### 19. Communicable Diseases exclusion

caused by or arising directly or indirectly out of or in connection with the contraction of any **Communicable Disease**.

### 20. Prohibited by Law

The Insurer shall not be deemed to provide cover and the Insurer shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America or the Commonwealth of Australia.



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## Part A: General Liability

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### Insuring Clause for Part A

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#### 1.1 The Cover

We insure **you** against all **Loss** which **you** become legally liable to pay as compensation in respect of:

- a. **Personal Injury**;
- b. **Property Damage**; and/or
- c. **Advertising Injury**;

first occurring during the **Period of Insurance** within the **Territorial Limit** as the result of an **Occurrence** in connection with the **Business**.

We will not indemnify **you** for the matters excluded under the **General Exclusions** or the **Additional Exclusions** for this **Part** of the **Policy**.

**You** must comply with the **General Conditions** and the **Additional Conditions** for this **Part** of the **Policy**.

Any indemnity provided by **us** to **you** is provided in consideration of payment of the **Premium** by **you** and is subject to the terms and conditions of this **Policy** including the **Limit of Indemnity** for **Part A** and the **Excess**.

#### 1.2 Costs and Expenses

In addition to the cover provided under Insuring Clause 1.1 and the **Limit of Indemnity** for **Part A**, we will:

- a. defend in **your** name and on **your** behalf, any **claim** or suit against **you** alleging such **Personal Injury**, **Property Damage** or **Advertising Injury** and seeking damages on account thereof even if any of the allegations of such claim or suit is groundless, false or fraudulent;

- b. pay all charges, expenses and legal costs incurred by **us** and/or by **you** with **our** prior written consent in the investigation, defence or settlement of any **claim** for compensation for which **you** are entitled to indemnity under this **Policy**;
- c. pay all legal costs taxed or assessed against **you** in any claim referred to in sub-paragraph b. and all interest accruing from the entry of judgment against **you** until **we** have paid, tendered or deposited in court such part of the judgment as does not exceed the **Limit of Indemnity** for **Part A**.
- d. pay reasonable expenses incurred by **you** for rendering first aid and/or surgical or medical relief to others at the time of any **Personal Injury** (other than any medical expenses, which **we** are prevented from paying by any law).
- e. pay reasonable costs and expenses incurred by **you** as a result of providing any form of temporary protection to prevent **Personal Injury** or **Property Damage** as required by any relevant Government or other Regulatory Authority. Provided that the **Limit of Indemnity** for **Part A** in respect of coverage provided under this Automatic Extension is \$50,000 for any one **Occurrence** and in the aggregate, during the **Period of Insurance**.

### Limit of Indemnity for Part A

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**Our** total liability under this **Part** of the **Policy** to indemnify **you**:

- i. in respect of any one **Occurrence** will not exceed the **Limit of Indemnity** for **Part A**; and
- ii. for all **Claims** in respect of **Products Liability** during the **Period of Insurance** is limited in the aggregate to the **Limit of Indemnity** for **Part A**.

All **Personal Injury** and **Property Damage** consequent upon or attributable to one source or originating cause shall be deemed one **Occurrence**. Any entitlement to indemnity under this **Policy** for such an **Occurrence** will be determined by reference to the date on which the **Personal Injury** or **Property Damage** from the one source or originating cause first occurred.



## Automatic Extensions for Part A

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We agree to provide cover under these extensions, for no additional premium, provided that:

- a. the indemnity provided is subject to the exclusions, conditions, **Excess** and all other terms of this **Policy**; and
- b. the inclusion of any extension shall not increase the **Limit of Indemnity** for **Part A**.

### 1. New Subsidiaries

The cover provided by this **Part** of the **Policy** will extend to any subsidiary company incorporated within the **Territorial Limit** that is incorporated or acquired by **you** during the **Period of Insurance** and relating to **your Business** but only in respect of liability for **Advertising Injury, Personal Injury or Property Damage** occurring in the period commencing on the date of incorporation or acquisition by **you** and ending:

- a. 14 days from the date of incorporation or acquisition by **you**; or
- b. if **you** have notified **us** in writing of the incorporation or acquisition within 60 days

and **you** have provided all information that **we** require and **you** have agreed to any additional terms and conditions and **Premium** that **we** may require, on such date as we may in **our** absolute discretion determine,

but in any event no cover is provided by this subsection beyond the end of the **Period of Insurance**.

### 2. Principals

We insure **you** for liability to indemnify any principal with whom **you** have entered into a contract or agreement for the performance of work if the terms of the contract or agreement require that **you** must indemnify the principal but only:

- a. in relation to work carried out by **you**;
- b. if the liability would have been implied by law in the absence of the contract or agreement; and
- c. in respect of **Occurrences** for which **you** would be entitled to indemnity under this **Policy** if it was made against **you**.

## Additional Exclusions for Part A

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This **Part** of the **Policy** does not apply to, and **we** will not indemnify **you** for, any actual or alleged liability:

### 1. Advertising liability:

- a. resulting from statements made at **your** direction with knowledge that such statements are false;
- b. resulting from incorrect description of **Products** or services; or
- c. resulting from any mistake in advertised price of **Products** or services; or
- d. arising out of a breach of contract, except an implied contract to use another's advertising idea; or

### 2. Alteration, Additions And Construction

subject always to General Exclusion 5 caused by or arising directly or indirectly out of or in connection with the construction, erection, demolition, underpinning, weakening or removal of support, alteration or installation work by **you** or on **your** behalf except to a building owned or occupied by **you** for the purpose of your **Business** where the total cost of all work is less than \$100,000.

### 3. Defamation

caused by or arising directly or indirectly out of or in connection with publication of a libel, utterance of a slander or defamation:

- a. first made prior to the **Period of Insurance**;
- b. made by you or with **your** authority, with knowledge of its falsity or defamatory character; or
- c. in any way related to advertising, broadcasting, publishing or telecasting activities conducted by **you** or on **your** behalf, including but not limited to the publication of material on the Internet.

### 4. Fines, Penalties, Punitive, Exemplary Or Aggravated Damages

for fines, penalties, liquidated, aggravated, exemplary, punitive damages or multiplication of compensatory damages.

### 5. Professional Liability

caused by or arising directly or indirectly out of or in connection with the rendering of or failure to render professional advice or service by **you** or on **your** behalf or an error or omission in connection therewith, but this exclusion does not apply to:

- a. the rendering of or failure to render professional medical advice by **Medical Persons** whose duties are to provide first aid and other medical services on **your Premises**;
- b. **Personal Injury or Property Damage** arising from the rendering of or failure to render professional advice or service (not being professional medical advice or service), provided such professional advice or service is not given for a fee;

## Additional Exclusions for Part A (cont'd)

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- c. advice given in respect of the use or storage of **your Products**.

### 6. Property In Your Physical Or Legal Control

for **Property Damage** to property owned, leased or hired by or under hire purchase or on loan to **you** or otherwise in **your** physical or legal care, custody or control, other than:

- a. buildings and their contents at **your Premises**, which are leased or rented to you for **your Business**;
- b. **Employees'** and visitors' clothing and personal effects;
- c. **Vehicles** (not owned or used by **you** or on **your** behalf or liability for **Vehicles** not otherwise excluded by this policy) whilst in a car park owned or operated by **you** other than for reward;
- d. other property not owned by **you**, leased to **you** or rented to **you** but temporarily and legally occupied by **you** or in **your** possession or control, however **we** will not indemnify **you** for damage to that part of such property on which **you** are working or have been working and which arises out of that work.

**Our** liability under sub-paragraph d. above is limited to \$500,000 for any one **Occurrence** and for all Claims during the **Period of Insurance** in the aggregate inclusive of all costs, expenses and interest.

### 7. Underground Services

caused by or arising directly or indirectly out of or in connection with **Property Damage** to any underground services except where you have contacted the appropriate authorities to verify the existence and location of underground services and have obtained

from them a plan detailing the location of such services prior to commencement of work.

### 8. Vehicles

caused by or arising directly or indirectly out of or in connection with the ownership, possession, maintenance, use or control of any **Vehicle**:

- a. which is registered or required to be registered by any legislation or competent authority, except where such liability is caused by:
  - i. the loading or unloading of any **Vehicle** or the delivery or collection of goods to or from any **Vehicle**, where such **Personal Injury** or **Property Damage** occurs beyond the limits of any carriageway or thoroughfare declared as a designated road; or
  - ii. the use of any mechanical tool or plant attached to or forming part of any **Vehicle**, whilst the **Vehicle** is being used at **your Premises** or another work site for the purpose of **your Business** but not whilst the **Vehicle** is in transit or is being used for transport or haulage; or
- b. where such liability is insured or required to be insured by any legislation or competent authority.

### 9. Welding And Allied Processes

caused by or arising directly or indirectly out of or in connection with non-compliance by **you** or by others working on **your** behalf with all applicable laws and standards relating to welding and allied processes including, but not limited to, AS 1674.1-1997 '*Safety in welding and allied processes – Fire precautions*' published by Standards Australia and as amended or substituted from time to time.

## Additional Conditions for Part A

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The following conditions apply to this **Part** of the **Policy**:

### 1. Inspection

If required by **us**, **you** must allow **us** and **our** agents and representatives:

- a. to inspect **your Premises** and operations at any time during normal business hours; and
- b. to examine and audit **your** books and records at any time during the **Period of Insurance** and within three years of the final termination of cover under this **Policy**

but **we** make no representation or warranty that either **your Premises** or **your Business** complies with any law or meets any standard.

### 2. Reasonable Care

**You** must:

- a. take all reasonable precautions to prevent or minimise **Loss**, damage or liability including preserving, without alteration, damaged property, defective property and property that may provide evidence in relation to any claim, until **we** have had an opportunity to inspect it;
- b. at **your** own expense take all reasonable precautions to prevent **Personal Injury** and **Property Damage** and comply with all statutory obligations for the safety of persons and property including all reasonable steps:

## Additional Conditions for Part A (cont'd)

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- i. to trace, recall or modify any **Product** containing any defect or deficiency of which **you** have knowledge or which **you** have reason to suspect contains any defect or deficiency;
  - ii. in the event of an **Occurrence**, to prevent other **Personal Injury** or **Property Damage** from arising out of the same or similar circumstances; and
  - iii. to ensure the safety and sound condition of **your Premises** and **your Product** including complying with all applicable statutory obligations concerning **your Premises** and **your Product**;
- c. only employ competent employees; and
  - d. comply with all statutory obligations, laws and regulations imposed by any competent authority in relation to any matter covered by this **Policy**.

### 3. Joint Insureds

Where **you** comprise more than one party:

- a. the **Proposal** is deemed to have been furnished by and on behalf of all parties and any information supplied to **us** or any omission, misrepresentation, or non-disclosure in relation to the **Proposal** or any renewal or extension of this **Policy** is deemed to have been furnished, supplied, omitted, misrepresented or not disclosed on behalf of all parties; and
- b. the conduct (other than conduct referred to in General **Exclusion 8 - Fraudulent and Intentional Conduct** of one or more of **you** will not prejudice the rights of the remainder of you provided that the remainder of **you**, immediately on becoming aware of any conduct that increases the risk of liability insured by this **Policy**, gives notice in writing to **us** and pays any additional **Premium** that **we** may require.

### 4. Cross-Liability

Where **you** comprise more than one party, each of **you** is considered as a separate legal entity and the expressions '**you**' and '**your**' apply to each party as if a separate policy had been issued to each of the parties but **our** aggregate liability is limited to the **Limit of Liability** applicable to each **part** of this **Policy**.

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## Part B - Professional Indemnity

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### Insuring Clause for Part B

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#### 1. The Cover

Subject to the terms of this **Policy**, **we** will indemnify **you** for all **Loss** arising from a **Claim** against **you** arising out of a breach of professional duty in the conduct of the **Business** where the **Claim** is first made during the **Period of Insurance** and first reported to **us** during the **Period of Insurance**.

**We** will not indemnify **you** for the matters excluded under the **General Exclusions** or the **Additional**

**Exclusions** for this **Part** of the **Policy**.

**You** must comply with the **General Conditions** and the **Additional Conditions** for this **Part** of the **Policy**.

Any indemnity provided by **us** to **you** is provided in consideration of payment of the **Premium** by **you** and is subject to the terms and conditions of this **Policy** including the **Limit of Indemnity** for **Part B** and the **Excess**.

### Limit of Indemnity for Part B

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**Our** total liability under **Part B** of the **Policy** in respect of any one **Claim**, and in the aggregate for all **Claims** made during the **Period of Insurance**, inclusive of **Defence Costs** will not exceed the **Limit of Indemnity** for **Part B**.

If a limit is shown in the **Schedule** for a particular cover or extension then **our** total liability under that

cover or extension is that limit (inclusive of **Defence Costs**) and not the **Limit of Indemnity** for **Part B**, or a limit is included in the **Policy** for a particular cover or extension, and the limit is part of and not in addition to the **Limit of Indemnity** for **Part B**.

## Automatic Extensions for Part B

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**We** agree to provide cover under these extensions, for no additional premium, provided that:

- a. the indemnity provided is subject to the exclusions, conditions, **Excess** and all other terms of this **Policy**; and
- b. the inclusion of any extension shall not increase the **Limit of Indemnity for Part B**.

### 1. Costs and Expenses

If **we** indemnify **you** under this **Part** of the **Policy**, **we** will:

- a. pay all **Defence Costs** incurred by **us** and/or by **you** with **our** prior written consent in the investigation, defence or settlement of any **Claim** up to the **Limit of Indemnity for Part B**;
- b. pay all legal costs taxed or assessed against **you** in any **Claim** and all interest accruing from the entry of judgment against **you** until **we** have paid, tendered or deposited in court such part of the judgment as does not exceed the **Limit of Indemnity for Part B**.

### 2. Dishonesty

**You** agree that, subject to this clause and the remaining terms of the **Policy**, **General Exclusion 8 - Fraudulent and Intentional Conduct** will not apply to any **Claim** arising from or attributable to any dishonest, fraudulent, criminal or malicious act, error or omission of any **Employee** or **Officer** in the conduct of the **Business**.

Provided that no indemnity is available by virtue of this clause:

- a. where **you** have knowingly engaged in or condoned such conduct,
- b. for any person committing or condoning the act, error or omission,
- c. for any **Loss** sustained or liability incurred as a result of any act, error or omission occurring after the date on which **you** first discover, or have reasonable cause for suspicion of, dishonest, fraudulent, criminal or malicious conduct on the part of any such person.

### 3. Reinstatement of Limit of Indemnity for Part B

If the **Limit of Indemnity for Part B** set out in the **Schedule** is exhausted or partially exhausted due to a payment by **us** **Loss** under this **Policy**, **We** agree to reinstate the **Limit of Indemnity for Part B** by the amount by which it is exhausted provided that:

- a. the reinstatement will not apply to **Claims** made that occurred prior to the effective date of the reinstatement;

- b. the aggregate of the amounts reinstated during the **Period of Insurance** will be limited to an amount equal to the **Limit of Indemnity for Part B** applicable at the start of the **Period of Insurance**; and
- c. the **Limit of Indemnity for Part B** reinstated will represent **our** total liability for all **Claims** made during the time from the effective date of the reinstatement until the expiry of the **Period of Insurance**;
- d. if any of **your Officers** or **you** have insurance that operates in excess of this **Policy**, a reinstatement will not apply until the amounts payable under that insurance are exhausted.

### 4. Continuous Cover

If **you**:

- a. first became aware of facts or circumstances that might give rise to a **Claim**, prior to the **Period of Insurance**; and
- b. had not notified **us** of these facts or circumstances prior to the **Period of Insurance**, then **General Exclusion 14 - Prior Circumstances Occurrences And Claims** will not apply to any notification during the **Period of Insurance** of any **Claim** later resulting from such facts or circumstances,

provided that:

- i. there has been no fraudulent non-compliance with **your** duty of disclosure and no fraudulent misrepresentation by **you** in respect of these facts or circumstances; and
- ii. **you** have been continuously insured, without interruption at the time of the notification of the **Claim** to **us**, under a Professional Indemnity insurance policy issued by **us** and were insured by **us** at the time when **you** first became aware of the facts or circumstances giving rise to the **Claim**; and
- iii. **we** can reduce **our** liability under the **Policy** to the extent of any prejudice **we** may suffer as a result of **your** failure to notify the facts or circumstances giving rise to a **Claim** prior to the **Period of Insurance**; and
- iv. this extension does not apply to any indemnity provided by Automatic Extension 2.

### 5. Severability

**We** agree that any conduct of **yours**, or any of **your Officers**, (where they have breached the duty of disclosure or made a misrepresentation to **us** before

## Automatic Extensions for Part B (cont'd)

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this contract was entered into), will not prejudice either **your** (or any **Officer's**) right to indemnity under the **Policy**. Provided that you or such other **Officer**:

- a. is innocent of and has no prior knowledge of this conduct; and
- b. immediately upon becoming aware of this conduct advises **us** in writing of all known facts in relation to this conduct.

This Extension does not relieve **you** or any **Officer** from the duty of disclosure owed to **us**.

### 6. Extended Reporting period

If **we** refuse to offer renewal terms at the end of the **Period of Insurance** for any reason other than failure to

pay the premium, **you** may be entitled to one extension of the **Policy** for a further 12 months starting upon expiry of the **Period of Insurance** by paying **us** 100% of the expiring annual premium. This extension only provides cover for **Wrongful Acts** actually or allegedly attempted or committed prior to expiry of the **Period of Insurance**. **You** must give **us** notice that **you** require this Extended Reporting Period prior to expiry of the **Period of Insurance**. This extension will only be offered at our option and **we** must agree to this extension in writing.

All cover under this extension ceases if you effect another professional indemnity policy with any insurer incepting at any time on or after the expiry of the original **Period of Insurance**.

## Additional Exclusions for Part B

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This **Part** of the **Policy** does not provide any indemnity in respect of any actual or alleged liability:

### 1. Property Damage

arising from, attributable to or in any way connected with destruction of or damage to tangible property including **Loss** of use of the tangible property.

### 2. Capital Raising and Prospectus Liability

arising from attributable to or in any way connected with any offer for the raising of capital by debt or equity, including but not limited to the initial public offering of securities in the **Business**.

### 3. Conflict of Interest

arising from, attributable to or in any way connected with any **Conflict**.

### 4. Consensual Claims

made, brought or maintained by or on behalf of any person or entity with **your** solicitation, co-operation or assistance.

### 5. Insolvency

first made or intimated subsequent to the date upon which the **Business** becomes **Insolvent**. This Exclusion shall not apply where **you** establish, to **our** satisfaction, that the **Claim** would have arisen notwithstanding that the **Business** was **Insolvent**.

### 6. Insolvency and Financial Impairment

any **Claim** arising out of **your Insolvency** or **your** inability to pay debts as and when they fall due, regardless of

whether **you** were **Insolvent** or not at the time of the acts giving rise to a **Claim**. For the purpose of this exclusion, 'debts' includes but is not limited to the payments of entitlements on behalf of and to **Employees**.

### 7. Major Shareholder Actions

brought by any shareholder having direct or indirect control of fifteen per cent (15%) or more of the **Business**.

### 8. Fines Penalties and Taxes

for any exemplary, aggravated, punitive or liquidated damages, fines, penalties, tax or duty.

### 9. Related Parties

made, brought or maintained by or on behalf of:

- a. **you**;
- b. any person or entity who or which is related to **you**, unless such person or entity is acting without any prior direct or indirect solicitation, co-operation or assistance for **you**.

### 10. Trading Debt

arising from, attributable to or in any way connected with any trading debt incurred by **you** or any guarantee given by **you** for any debt.

### 11. Retroactive Date

arising out of a breach of professional duty attributable to or in any way connected with an act or omission committed prior to the Retroactive Date

## Additional Conditions for Part B

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The following conditions apply to this **Part** of the **Policy**:

### 1. Conduct of Defence

**We** are entitled at any time to take over and conduct the investigation, defence and/or settlement of any **Claim** in **your** name.

Any amounts incurred either by **Us** or (with our written consent) by **you** in the conduct of the defence of the **Claim** will be part of **Defence Costs**.

If either **we** assume the defence of a **Claim**, or **you** have our written consent to expend costs and expenses in the defence of the **Claim** without prejudice to the question of indemnity until sufficient facts and information are available to make a decision on the question of indemnity, this does not indicate that **you** are entitled to indemnity under the **Policy** or in any way waive or prejudice **our** rights under the **Policy**.

### 2. Loss Allocation

If a **Claim**:

- a. includes matters covered and matters not covered by this **Policy**; or
- b. is also made against a person or organisation other than **you**;

**We** will determine a fair and proper allocation of the proportion of the **Loss** covered by the **Policy** having regard to the comparative legal and financial responsibility for the **Loss**.

If the allocation of the **Loss** can not be agreed then a person appointed by the President of the Law Society or equivalent body in the State where the **Claim** is being heard or defended will make a final and binding determination as to the allocation of the **Loss**. The costs of that person making this determination will be **Defence Costs**.

### 3. Representation Issues

The lawyers that **we** instruct to act on **your** behalf can disclose to **us** any information they receive in that capacity. By claiming under this **Policy**, **you** authorise these lawyers to disclose this information to **us** and **you** waive any claims for legal professional or client privilege against **us**.

If there is a dispute between **you** and **us**, the lawyers **we** appoint to conduct the defence of the **Claim** will also continue to advise **us** on all issues, including but not limited to **your** right to indemnity under the **Policy**. It is agreed that this will not prevent those lawyers from acting on the defence of the **Claim** on **our** instructions.

If any actual or potential conflict arises between **your** interests and **our** interests the lawyers **we** have appointed to investigate and defend the **Claim** may stop acting on **your** behalf and may continue to advise **us** in any dispute about **your** entitlement to indemnity under the **Policy**.

All communications between **us** and the lawyers **we** appoint to investigate, defend or settle a **Claim** are privileged as between **us**, and those lawyers and **you** are not entitled to demand access or obtain these communications or information about their contents.

### 4. Cross-Liability

Subject always to Additional Exclusions 3, 7 and 9 in this Part B, where **you** comprise more than one party, each of **you** is considered as a separate legal entity and the expressions '**you**' and '**your**' apply to each party as if a separate policy had been issued to each of the parties but **our** aggregate liability is limited to the **Limit of Liability** applicable to each **part** of this **Policy**.



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## Part C – Management Liability

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### Insuring Clause for Part C

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#### 1. The Cover

Subject to the terms of this **Policy**, we will:

- a. indemnify **your Officer** or **your Employee** for all **Loss** arising from a **Claim** against that **Officer** or **Employee** acting in such capacity, where the **Officer** or **Employee** is not indemnified by **you**;
- b. indemnify **you** for all **Loss** arising from a **Claim** against **you** for a **Wrongful Act** in the conduct of the **Business**;
- c. indemnify **you** for all **Loss** incurred up to a limit of \$1 million arising from an **Employment Practices Liability Claim**; and
- d. reimburse **you** for all **Loss** arising from a **Claim** against **your Officer** or **your Employee**, where **you** have indemnified that **Officer** or **Employee** acting in such capacity;

where the **Claim** is first made during the **Period of Insurance** and first reported to **us** during the **Period of Insurance**.

**We** will not indemnify **you** or **your Officer** or **your Employee** for the matters excluded under the **General Exclusions** or the **Additional Exclusions** for this **Part** of the **Policy**.

**You** must comply with the **General Conditions** and the **Additional Conditions** for this **Part** of the **Policy**.

Any indemnity provided by **us** to **you** or **your Officer** or **your Employee** is provided in consideration of payment of the **Premium** by **you** and is subject to the terms and conditions of this **Policy** including the **Limit of Indemnity** for **Part C** and the **Excess**.

### Limit of Indemnity for Part C

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**Our** total liability under **Part C** of the **Policy** in respect of any one **Claim**, and in the aggregate for all **Claims** made during the **Period of Insurance**, inclusive of **Defence Costs** will not exceed the **Limit of Indemnity** for **Part C**.

If a limit is shown in the **Schedule** for a particular cover or extension then **our** total liability under that cover or extension is that limit (inclusive of **Defence Costs**) and not the **Limit of Indemnity** for **Part C**, or a limit is included in the **Policy** for a particular cover or extension, and the limit is part of and not in addition to the **Limit of Indemnity** for **Part C**.

### Automatic Extensions for Part C

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**We** agree to provide cover under these extensions, for no additional premium, provided that:

- a. the indemnity provided is subject to the exclusions, conditions, **Excess** and all other terms of this **Policy**; and
- b. the inclusion of any extension shall not increase the **Limit of Indemnity** for **Part C**.

#### 1. Advanced Defence Costs

Prior to determining **your** or **your Officer's** or **your Employee's** entitlement to indemnity under the **Policy** we will advance **Defence Costs** to **you** or **your Officer** or **your Employee** subject to the following:

- a. **We** reserve the right to cease paying any **Defence Costs** or paid to **you** or **your Officer** or **your Employee** under this Extension in relation to the extent that either **you** or **your Officer** or **your Employee** are found not to be entitled to indemnity.
- b. In the event that either **you** or **your Officer** or **your Employee** are found not to be entitled to indemnity, **we** require **you** or **your Officer** or **your Employee**, as the case may be, to repay all **Defence Costs** within 30 days.

#### 2. Inquiry Costs

Prior to determining **you** or **your Employee's** or **Officer's** entitlement to indemnity under the **Policy** we may advance **Inquiry Costs** up to a limit of \$250,000 to **you** or **your Officer** subject to the following:



## Automatic Extensions for Part C (cont'd)

- a. the notice requiring **you** or **your Employee's** or **Officer's** attendance at an **Inquiring Body** is first received by **you** or **your Employee** or **Officer** and notified to **us** during the **Period of Insurance**;
- b. the attendance arises directly from **your Business**;
- c. **we** reserve the right to cease paying any **Inquiry Costs** or paid to **you** or **your Officer** or **your Employee** under this Extension to the extent that **you** are found not to be entitled to indemnity.
- d. In the event that **you** or **your Officer** or **your Employee** are found not to be entitled to indemnity, **we** require **you** or **your Officer** or **your Employee** to repay all **Inquiry Costs** within 30 days.

### 3. Fines and Penalties

**We** will indemnify any of **your Employees** or **Officers** for **Penalties** arising out of any **Claim** indemnified under this **Part** up to a limit of \$50,000. **Exclusion 6 - Fines Penalties and Taxes** contained within the **Additional Exclusions Part C** does not apply to any **Claim** under this Automatic Extension.

### 4. Dishonesty

**You** agree that, subject to this clause and the remaining terms of the **Policy**, **General Exclusion 8 - Fraudulent and Intentional Conduct** will not apply to any **Claim** arising from or attributable to any dishonest, fraudulent, criminal or malicious act, error or omission of any **Employee** or **Officer** in the conduct of the **Business**.

Provided that no indemnity is available by virtue of this clause:

- a. where **you** have knowingly engaged in or condoned such conduct,
- b. for any person committing or condoning the act, error or omission,
- c. for any **Loss** sustained or liability incurred as a result of any act, error or omission occurring after the date on which **you** first discover, or have reasonable cause for suspicion of, dishonest, fraudulent, criminal or malicious conduct on the part of any such person.

### 5. Loss of Documents

If during the **Period of Insurance** **you** first discover that any **Documents** the property of or entrusted to **you** have been destroyed, damaged, lost or mislaid **we** will cover **you** up to a limit of \$250,000 for:

- a. **your** legal liability which is based on or attributable to such **Documents** having been destroyed, damaged, lost or mislaid; and
- b. costs and expenses of whatsoever nature incurred by **you** in replacing or restoring such Documents.

provided always that:

- i. such costs and expenses are supported by accounts approved by a competent person nominated by **us**.
- ii. no liability will attach for any **Loss** brought about by wear, tear, vermin, mould or mildew or any other gradually operating cause.
- iii. the maximum aggregate amount payable by the **us** under this extension in any **Period of Insurance** is \$250,000 inclusive of **Defence Costs** which is part of and not in addition to the **Limit of Indemnity** for **Part C**.

### 6. Intellectual Property

**We** agree to provide cover for infringement of rights of intellectual property, provided that the act, error or omission by **you** is unintentional and is committed in the course of the conduct of **your Business**.

### 7. Estates

**We** agree to provide cover for the estate, heirs, legal representatives or assigns of any deceased, incompetent or insolvent **Officer** or **Employee**.

### 8. Reinstatement of Limit of Indemnity for Part C

If the **Limit of Indemnity** for **Part C** set out in the **Schedule** is exhausted or partially exhausted due to payment(s) by **us** of **Loss** under this **Policy**, **we** agree to reinstate the **Limit of Indemnity** for **Part C** by the amount by which it is exhausted provided that:

- a. the reinstatement will not apply to **Claims** made that occurred prior to the effective date of the reinstatement;
- b. the aggregate of the amounts reinstated during the **Period of Insurance** will be limited to an amount equal to the **Limit of Indemnity** for **Part C** applicable at the start of the **Period of Insurance**; and
- c. the **Limit of Indemnity** for **Part C** reinstated will represent **our** total liability for all **Claims** made during the time from the effective date of the reinstatement until the expiry of the **Period of Insurance**;

- d. if **you** or any of **your Officers** or **your Employees** has insurance that operates in excess of this **Policy**, a reinstatement will not apply until the amounts payable under that insurance are exhausted.

### 9. Continuous Cover

If **you**:

- a. first became aware of facts or circumstances that might give rise to a **Claim**, prior to the **Period of Insurance**; and
- b. had not notified **us** of these facts or circumstances prior to the **Period of Insurance**, then the **General Exclusion 14 - Prior Circumstances and Claims** will not apply to any notification during the **Period of Insurance** of any **Claim** later resulting from such facts or circumstances,

provided that:

- i. there has been no fraudulent non-compliance with **your** duty of disclosure and no fraudulent misrepresentation by **you** in respect of these facts or circumstances; and
- ii. **you** have been continuously insured, without interruption at the time of the notification of the **Claim** to **us**, under a Directors and Officers or Management Liability insurance policy issued by **us** and were insured by **us** at the time when **you** first became aware of the facts or circumstances giving rise to the **Claim**; and
- iii. **we** can reduce **our** liability under the **Policy** to the extent of any prejudice **we** may suffer as a result of **Your** failure to notify the facts or circumstances giving rise to a **Claim** prior to the **Period of Insurance**; and
- iv. this extension does not apply to any indemnity provided by **Automatic Extension 8 - Reinstatement of Limit of Indemnity for Part C** or **Optional Extension 1 - Fidelity Cover**.

### 10. Run off cover

If an insured entity ceases to exist or operate or is consolidated with, merged into or acquired by any other entity prior to the expiry of the **Period of Insurance**, **we** will provide indemnity to **you**, or any of **your Officers** or **your Employees** until expiry of the **Period of Insurance**, but only in respect of **Wrongful Acts** occurring prior to the date that any such entity ceases to exist or operate or is consolidated with, merged into or acquired by any other entity.

### 11. Subsidiary Run Off Cover

If an entity ceases to be a **Subsidiary** prior to or during the **Period of Insurance**, **we** will provide indemnity for **Officers** or **Employees** of that **Subsidiary** for **Wrongful Acts** committed prior to the time that the entity ceased to be a **Subsidiary**.

### 12. Joint Venture Cover

**We** agree to provide cover for liability arising from any **Claim** in respect of any **Joint Venture** but not for any claim brought by or on behalf of any partners in the **Joint Venture** or any entity established to manage or conduct the **Joint Venture**.

### 13. Libel and Slander

**We** agree to provide cover for defamation provided that the act, error or omission by **you** is unintentional and is committed in the course of the conduct of **your Business**.

### 14. New Subsidiaries

If **you** create or acquire a **Subsidiary** during the **Period of Insurance**, **we** will provide indemnity to the **Subsidiary** for **Wrongful Acts** committed after the time that the entity became a **Subsidiary**.

If the **Subsidiary** has a consolidated asset value at the time of creation or acquisition of 20% or more of the total consolidated asset value of **you**, the cover provided by this Extension will cease at 4 pm 60 days after the creation or acquisition of the **Subsidiary** unless:

- a. **we** are given notice of the **Subsidiary** within 60 days of its creation or acquisition; and
- b. **we** agree to indemnify the **Subsidiary**; and
- c. **we** agree to any additional terms or payment of premium that **we** may request.

### 15. Not for Profit Organisation Outside Directorships

**We** will provide **you** with cover for **Outside Directorships** in **Not for Profit Organisations** held by any of your **your Officer** at the start of or during the **Period of Insurance**. This cover will only extend to directors and officers of the **Not for Profit Organisation** who are also held by any of **your Officers**. This cover will only apply in excess of any insurance indemnifying the **Officer** available to the **Not for Profit Organisation**.

### 16. Occupational Health and Safety

**We** will pay on behalf of **You** **Defence Costs** incurred in defending **Claims** against **you** first made and notified to **you** during the **Period of Insurance** in connection with Occupational Health and Safety Laws of the Commonwealth of Australia. The **Claims** must

## Automatic Extensions for Part C (cont'd)

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be brought within the jurisdiction of the laws of the Commonwealth of Australia. **Exclusion 1 - Bodily Injury and Property Damage** of the **Additional Exclusions** for this **Part** does not apply to this extension.

**Our** total liability under this Extension is limited to \$250,000. If **you** are entitled to payment under this extension there is no entitlement to cover under the **Inquiry Costs Extension**.

### 17. Severability

**We** agree that any conduct of any individual **Officer**, where the **Officer** breached the duty of disclosure or made a misrepresentation to **us** before this contract was entered into, will not prejudice the right of any other **Officers** to indemnity under the **Policy**. Provided that the other **Officer**:

- a. is innocent of and has no prior knowledge of this conduct; and
- b. immediately upon becoming aware of this conduct advises **us** in writing of all known facts in relation to this conduct.

This Extension does not relieve any **Officer** from the duty of disclosure owed to **us**.

### 18. Spousal Cover

**We** will pay on behalf of the legal spouse of an **Officer** or **Employee** any **Loss** in respect of any **Wrongful Act** by the **Officer** or **Employee** as if the **Claim** were made against the **Officer** or **Employee** but only if the claim is made against the spouse only due to:

- a. the spouse's legal status as spouse of the **Officer** or **Employee**; or
- b. the spouse's interest in property which the claimant seeks as recovery for a **Wrongful Act**.

### 19. Trade Practices Act

**We** will pay on **your** behalf any **Claim** brought pursuant to the:

- a. misleading and deceptive conduct provisions under Part V of the *Trade Practices Act 1974* (Cth) or similar legislation enacted by the Commonwealth of Australia or its states or territories; or
- b. restrictive trade practices provisions of the *Trade Practices Act 1974* (Cth) or similar legislation enacted by the Commonwealth of Australia or its states or territories.

### 20. Extended Reporting period

If **we** refuse to offer renewal terms at the end of the **Period of Insurance** for any reason other than failure to pay the premium, **you** may be entitled to one extension of the **Policy** for a further 12 months starting upon expiry of the **Period of Insurance** by paying **us** 100% of the expiring annual premium. This extension only provides cover for **Wrongful Acts** actually or allegedly attempted or committed prior to expiry of the **Period of Insurance**. **You** must give **us** notice that **you** require this Extended Reporting Period prior to expiry of the **Period of Insurance**. This extension will only be offered at **our** option and **we** must agree to this extension in writing.

All cover under this extension ceases if you effect another management liability or directors and officers policy with any insurer incepting at any time on or after the expiry of the original **Period of Insurance**.

### 21. Retirement cover

Any **Officer** or **Employee** who has retired from all employment and holding any office prior to the expiry of the **Period of Insurance** will be entitled to cover under this **Policy** until expiry of the **Period of Insurance** but only in respect of **Wrongful Acts** actually or allegedly attempted or committed prior to retirement.

## Optional Extensions for Part C

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**We** agree to provide cover under these **Optional Extensions**, provided that:

- a. it is shown on the **Schedule** that indemnity is provided under an extension; and
- b. all terms and conditions of this **Policy** apply; and
- c. the inclusion of any extension does not increase the **Limit of Indemnity** for **Part C**; and

- d. if a limit for an extension is shown in the **Schedule** then this amount represents **our** total liability for that extension.

### 1. Fidelity Cover

**We** will reimburse **you** up to a limit of \$100,000 for any **Loss** of money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes belonging to **you** or for which **you** are legally liable; due to any dishonest or fraudulent act or omission of

## Optional Extensions for Part C (cont'd)

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an **Employee** or **Officer** which is first discovered by **you** during the **Period of Insurance** and notified to **us** during the **Period of Insurance**.

**You** will be responsible for the costs of proving **Loss** under this extension.

**We** will not cover any **Loss**:

- a. discovered before the start of the **Period of Insurance**;
- b. arising outside of Australia or arising out of, based upon or attributable to or in any way connected with a **Loss** occurring outside of Australia;
- c. if the **Loss** can only be proven by profit and loss accounts or inventory calculations or stock takes;
- d. of income direct, indirect or consequential regardless of whether it is realised or not realised by **you**;
- e. in relation to the costs of rewriting or reinstalling computer programs or systems;
- f. caused by or contributed to by an **Officer** or **Employee** who did not hold that office or was not employed by **you** at the time the **Loss** occurred;
- g. any consequential **Loss** arising from any dishonest, fraudulent, criminal or malicious acts or omissions of any **Employee** or **Officer**;
- h. arising from default of a loan or credit offered by or to the **Business**;
- i. arising from or as a result of the voluntary giving of money, negotiable instruments, bearer bonds or coupons, stamps, bank or currency notes unless as a result of a dishonest, fraudulent, criminal or malicious acts or omission of a **Employee** or **Officer**;
- j. arising from or as a result of any kidnap, ransom or extortion; or
- k. arising from or as a result of the distribution or accessing of any confidential information including but not limited to customer information, trade secrets, computer information, patents or trade marks.

### 2. Pollution Defence Costs

**We** will pay **Defence Costs** or **Inquiry Costs** up to a limit of \$100,000 for any **Claim** brought against **You** for a **Claim** arising directly or indirectly from the actual or alleged dispersal, discharge, release or escape of **Pollutants**. **General Exclusion 13 - Pollution** does not apply to this Extension.

## Additional Exclusions for Part C

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This **Part** of the **Policy** does not provide any indemnity for **Loss**, or **Defence Costs**, in respect of any actual or alleged liability:

### 1. Bodily Injury and Property Damage

arising from, attributable to or in any way connected with bodily injury, sickness, disease or death of any person (but not emotional distress or mental anguish); or destruction of or damage to tangible property including loss of use of the tangible property.

### 2. Capital Raising and Prospectus Liability

arising from attributable to or in any way connected with any offer for the raising of capital by debt or equity, including but not limited to the initial public offering of securities in the **Business**.

### 3. Conflict of Interest

arising from, attributable to or in any way connected with any **Conflict**.

### 4. Consensual Claims

made, brought or maintained by or on behalf of any person or entity with **your** solicitation, co-operation or assistance.

### 5. Employment Practices Liability

for an **Employment Practices Liability Claim**:

- a. arising directly or indirectly from failure or allegations of failure to comply with procedural or notification requirements upon termination of employment because of redundancy; or
- b. arising directly or indirectly from failure or allegations of failure to comply with workers' compensation or occupational health and safety laws however this does not apply to the **Extension 17 - Occupational Health and Safety**; or
- c. relating to contracts alleged to be harsh, unfair, unconscionable or contrary to public interest; or

## Additional Exclusions for Part C (cont'd)

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- d. relating to the costs of changing premises or equipment or work practices; or
- e. arising directly or indirectly from failure or allegations of failure to comply with the express terms of any workplace agreement which is lodged with an industrial tribunal, terms of legislation or terms of an award; or
- f. arising directly or indirectly from a breach of an implied or express term of a contract of employment requiring **you** treat an **Employee** in good faith, fairly, with trust and confidence; or
- g. arising directly or indirectly out of any strike, lock out, picket, go slow, work to rule or any other industrial action.

### 6. Fines Penalties and Taxes

for any exemplary, aggravated, punitive or liquidated damages, fines, penalties, tax or duty.

### 7. Insolvency

first made or intimated subsequent to the date upon which **you** become **Insolvent**. This Exclusion shall not apply where **you** establish, to **our** satisfaction, that the **Claim** would have arisen notwithstanding that **you** were **Insolvent**.

### 8. Insolvency and Financial Impairment

any **Claim** arising out of **your Insolvency** or **your** inability to pay debts as and when they fall due, regardless of whether **you** were **Insolvent** or not at the time of the acts giving rise to a **Claim**. For the purpose of this exclusion, 'debts' includes but is not limited to the payments of entitlements on behalf of and to **Employees**.

### 9. Major Shareholder Actions

brought by any shareholder having direct or indirect control of fifteen per cent (15%) or more of the business.

### 10. Breach of Professional Duty

breach or alleged breach of duty, or error or omission, relating to the rendering or failure to render professional services and/or professional advice

### 11. Related Parties

made, brought or maintained by or on behalf of **you** except for:

- a. any **Claim** resulting from **Employment Practices Liability**;
- b. **Defence Costs**;
- c. any shareholder derivative action brought or maintained on behalf of **you** without the solicitation, co-operation or assistance of any of your **Officers** and provided the shareholder was not an **Officer** at the time the **Wrongful Act** occurred;
- d. any **Claim** brought or maintained by a liquidator, receiver or administrative receiver derivatively on **your** behalf without the solicitation, co-operation or assistance of any **Officer**;
- e. any **Claim** brought or maintained by **you** for contribution or indemnity if the **Claim** is directly resulting from another **Claim** covered by this **Policy**;
- f. a **Claim** by **you** pursuant to Section 50 of the *Australian Securities and Investments Commission Act 2001* (Cth); or
- g. a **Claim** by any person or entity who or which is related to or associated with **you**, and such person or entity is acting without **your** prior direct or indirect solicitation, co-operation or assistance.

### 12. Trading Debt

arising from, attributable to or in any way connected with any trading debt incurred by **you** or any guarantee given by **you** for any debt.

### 13. Retroactive Date

arising out of a breach of professional duty attributable to or in any way connected with an act or omission committed prior to the Retroactive Date.

## Additional Conditions for Part C

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The following conditions apply to this **Part** of the **Policy**:

### 1. Conduct of Defence

**We** are entitled at any time to take over and conduct the investigation, defence and/or settlement of any **Claim** in **your** or **your Officer's** name.

Any amounts incurred either by **us** or (with our written consent) by **you** in the conduct of the defence of the **Claim** will be part of **Defence Costs**.

If either **we** assume the defence of a **Claim**, or **you** or **your Officer** have our written consent to expend costs and expenses in the defence of the **Claim** without prejudice to the question of indemnity until sufficient

facts and information are available to make a decision on the question of indemnity, this does not indicate that **you** or **your Officer** are entitled to indemnity under the **Policy** or in any way waive or prejudice **our** rights under the **Policy**.

### 2. Loss Allocation

If a **Claim**:

- a. includes matters covered and matters not covered by this **Policy**; or
- b. is also made against a person or organisation other than an **Insured**;

**We** will determine a fair and proper allocation of the proportion of the **Loss** covered by the **Policy** having regard to the comparative legal and financial responsibility for the **Loss**.

If the allocation of the **Loss** can not be agreed then a person appointed by the President of the Law Society or equivalent body in the State where the **Claim** is being heard or defended will make a final and binding determination as to the allocation of the **Loss**. The costs of the appointed person making this determination will be **Defence Costs**.

### 3. Representation Issues

The lawyers that **we** instruct to act on **your** or **your Officer's** behalf can disclose to **us** any information they receive in that capacity. By claiming under this **Policy**, **you** authorise these lawyers to disclose this information to **us** and **you** waive any claims for legal professional or client privilege against **us**.

If there is a dispute between **you** and **us**, the lawyers **we** appoint to conduct the defence of the **Claim** will also continue to advise **us** on all issues, including but not limited to **your** right to indemnity under the **Policy**. It is agreed that this will not prevent those lawyers from acting on the defence of the **Claim** on **our** instructions.

If any actual or potential conflict arises between **your** interests and **our** interests the lawyers **we** have appointed to investigate and defend the **Claim** may stop acting on **your** behalf and may continue to advise **us** in any dispute about the **Your** entitlement to indemnity under the **Policy**.

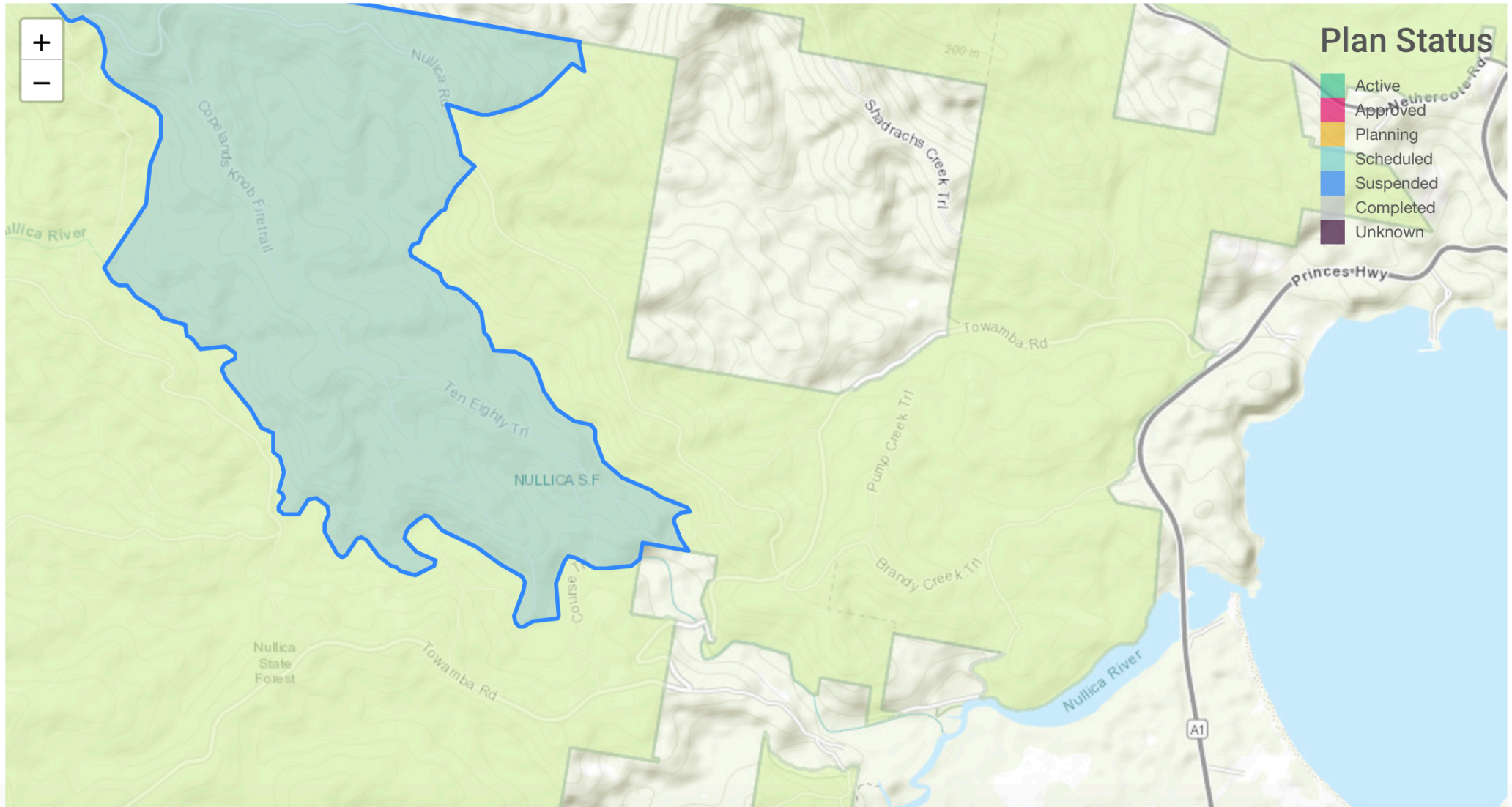
All communications between **us** and the lawyers **we** appoint to investigate, defend or settle a **Claim** are privileged as between **us**, and those lawyers and **you** are not entitled to demand access or obtain these communications or information about their contents.

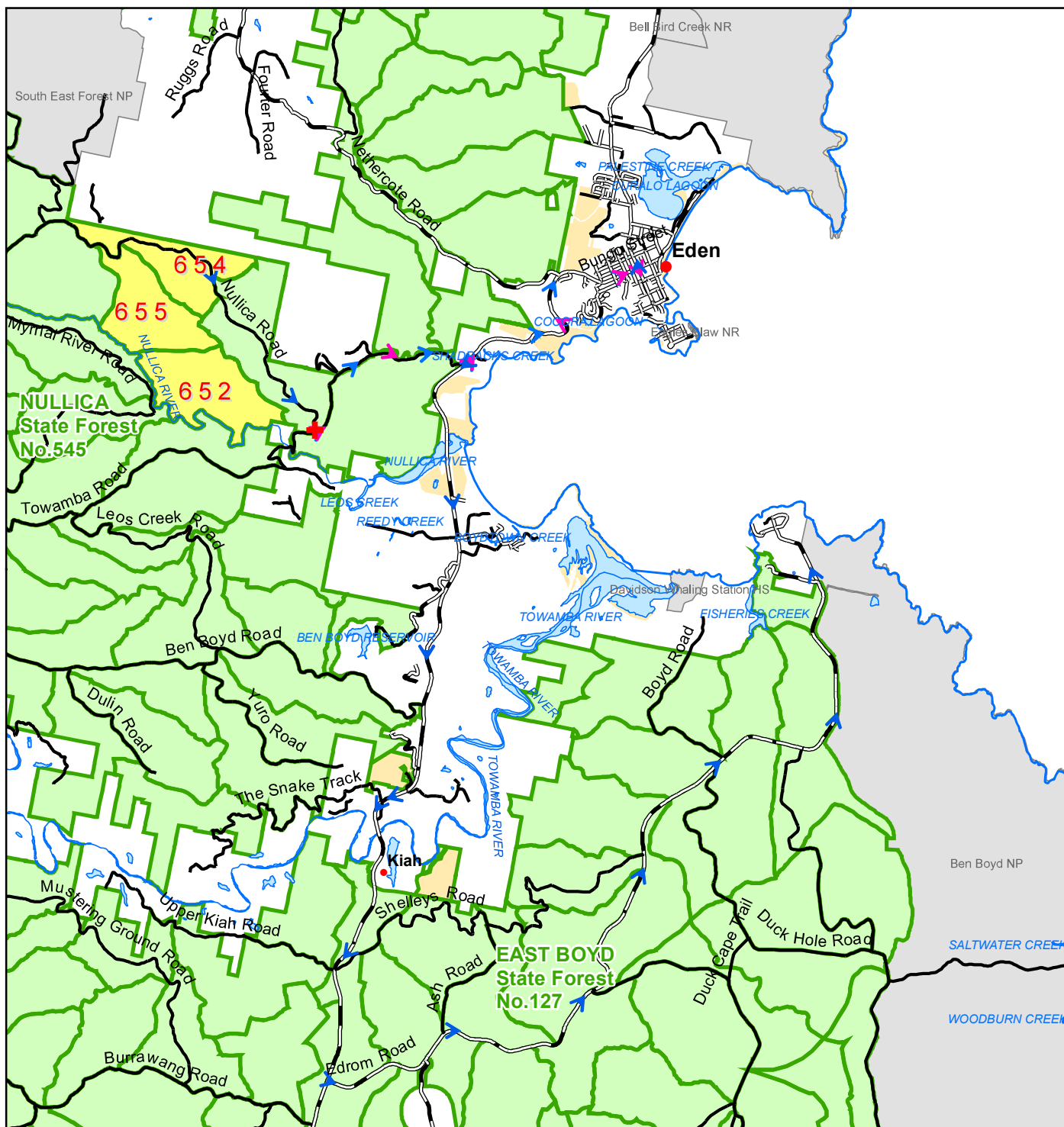


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AIG Australia Limited  
(ABN 93 004 727 753  
AFSL 381 686) acting through  
its agent Sports Underwriting  
Australia Pty Ltd.



# Plan of Operations Map (12 Months)





- |                                   |                                |                                |
|-----------------------------------|--------------------------------|--------------------------------|
| • Towns Small Pop <2000           | — Coastline                    | Special Prescription (Zone 3B) |
| • Towns Medium Pop 2000 - 15000   | — Main Rivers                  | General Management (Zone 4)    |
| + EMP 1 & Helicopter Landing Area | Waterbodies                    | Non Forestry Use (Zone 7)      |
| ➤ Haulage Route                   | Compartments                   | National Park Estate           |
| ➤ Evacuation Route                | Compartments of Interest       | Vacant Crown Land              |
| — Sealed                          | Native Forests                 |                                |
| — Major Forest Road               | Special Management (Zone 2)    |                                |
|                                   | Harvesting Exclusion (Zone 3A) |                                |

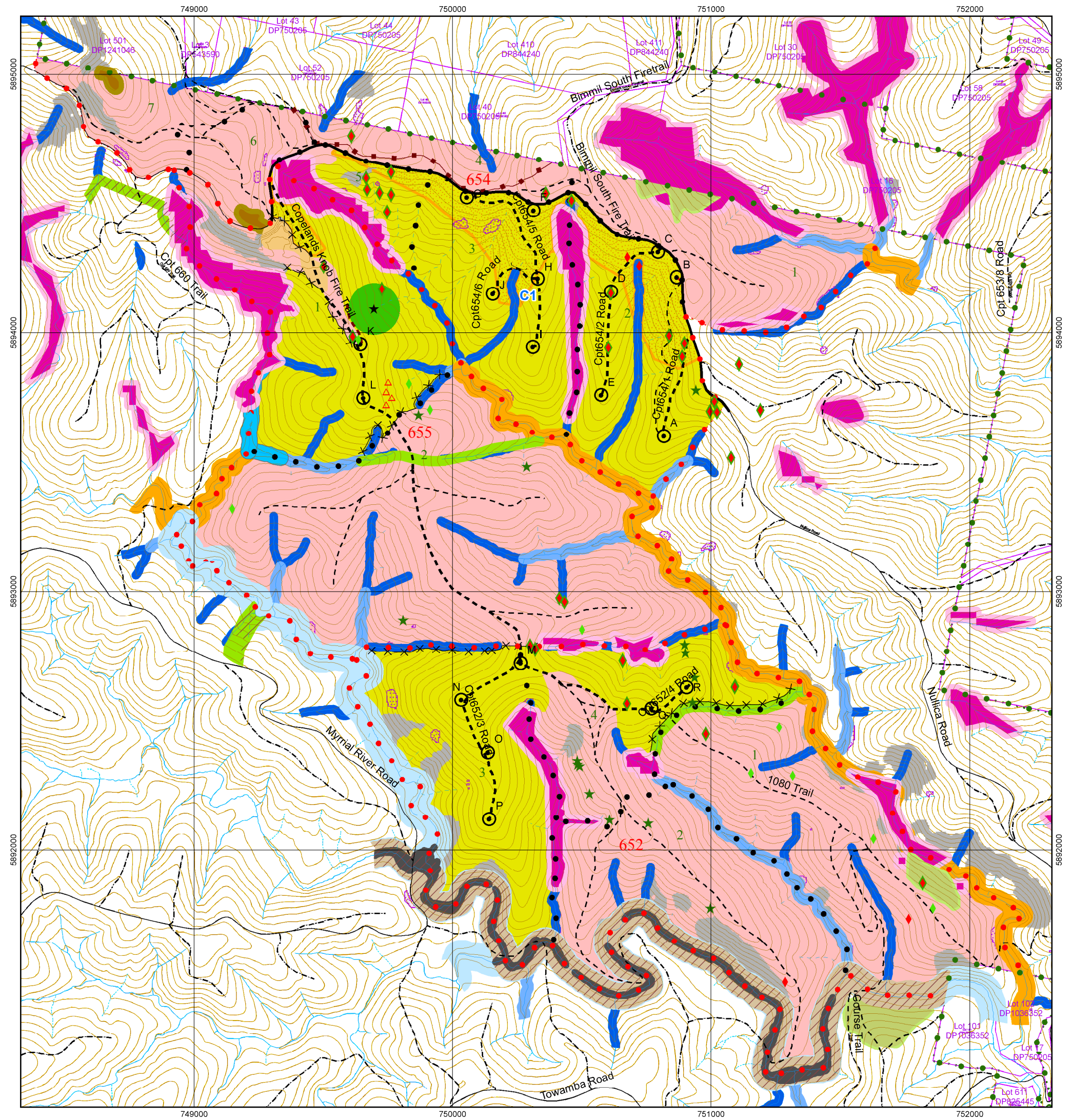


**FORESTRY CORPORATION OF NSW, HARDWOOD FORESTS DIVISION**  
**HARVEST PLAN OPERATIONAL MAP**

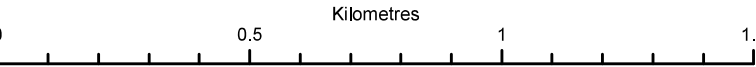
NULLICA Forest  
NO. 545  
Cpt No:652,654,655  
Management Area:EDEN  
Mapsheet:EDEN(8823-1N)

Plan Name:HP\_ED\_652\_654\_655\_18  
Plan No:56891

**VERSION:2**  
Date Printed: 1/04/2019

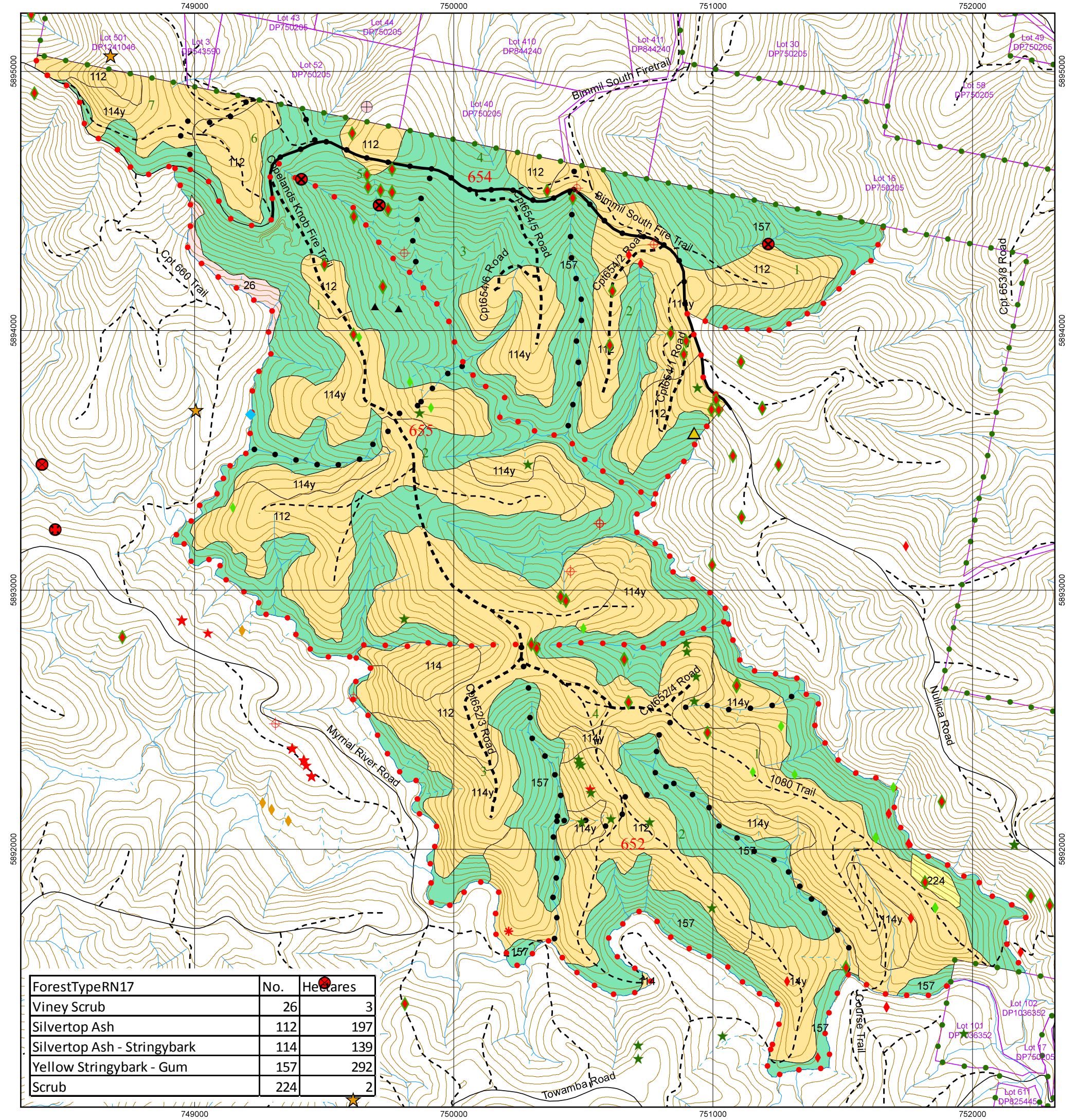


- |                                   |                                       |   |                                    |             |
|-----------------------------------|---------------------------------------|---|------------------------------------|-------------|
| Temporary Dry Weather Dump        | Coupe Boundary                        | Owl Landscape                             | Ridge and Headwater Habitat (40m)  | FMZ 4 - MSW |
| Existing Crossing                 | LiDAR Corrected Drainage              | River-flat Eucalypt Forest TEC & EZ (10m) | Golden-tipped Bat Stream PZ (30m)  |             |
| Rock to be verified               | Indicative Unmapped Drainage Features | Zone 3A - Harvesting Exclusion Zone       | Stream PZ 1st Order (15m)          |             |
| Little Eagle Nest                 | Proposed Snig Track                   | Zone 7 - Non Forestry Use Zone            | Stream PZ 2nd Order (20m)          |             |
| Golden-tipped Bat                 | New Roads (EPL Standard)              | Little Eagle Nest EZ (100m)               | Stream PZ 3rd Order (30m)          |             |
| Yellow-bellied Glider (Heard)     | Minor Roads (EPL Standard)            | Heath                                     | Stream PZ 4th Order (50m)          |             |
| Yellow-bellied Glider             | Major Roads (EPL Standard)            | Heath EZ (10m)                            | Mapped IHL4 Exclusion Zone         |             |
| Yellow-bellied Glider (Feed Tree) | Minor Roads (Other)                   | Rock                                      | LiDAR Slope>30 (<0.25 ha)          |             |
| Glossy Black-Cockatoo (Feed Tree) | Major Roads (Other)                   | Rock EZ (20m)                             | Naturally Occurring Asbestos (Low) |             |
| State Forest Boundary             | Proposed Control Line                 | Rainforest                                | Private Property                   |             |
| Compartment Boundary              | Underground Telstra Line              | Rainforest EZ (20m)                       | Excluded Forest                    |             |



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- Leionema ralstonii
- Sooty Owl (Heard and observed)
- Yellow-bellied Glider (Heard)
- Powerful Owl (Heard & observed)
- Yellow-bellied Glider
- Yellow-bellied Glider (Feed Tree)
- Glossy Black-Cockatoo
- Glossy Black-Cockatoo (Feed Tree)
- Little Eagle
- Gang-gang Cockatoo
- Greater Glider
- Koala
- Varied Sittella
- Golden-tipped Bat
- State Forest Boundary
- Compartment Boundary
- Coupe Boundary
- LiDAR Corrected Drainage
- Indicative Unmapped Drainage Features
- Minor Roads (EPL Standard)
- Major Roads (EPL Standard)
- Minor Roads (Other)
- Major Roads (Other)
- Type 26 Viney Scrub
- Type 112 Silvertop Ash
- Type 114 Silvertop Ash - Stringybark
- Type 157 Yellow Stringybark - Gum
- Type 224 Scrub
- Private Property



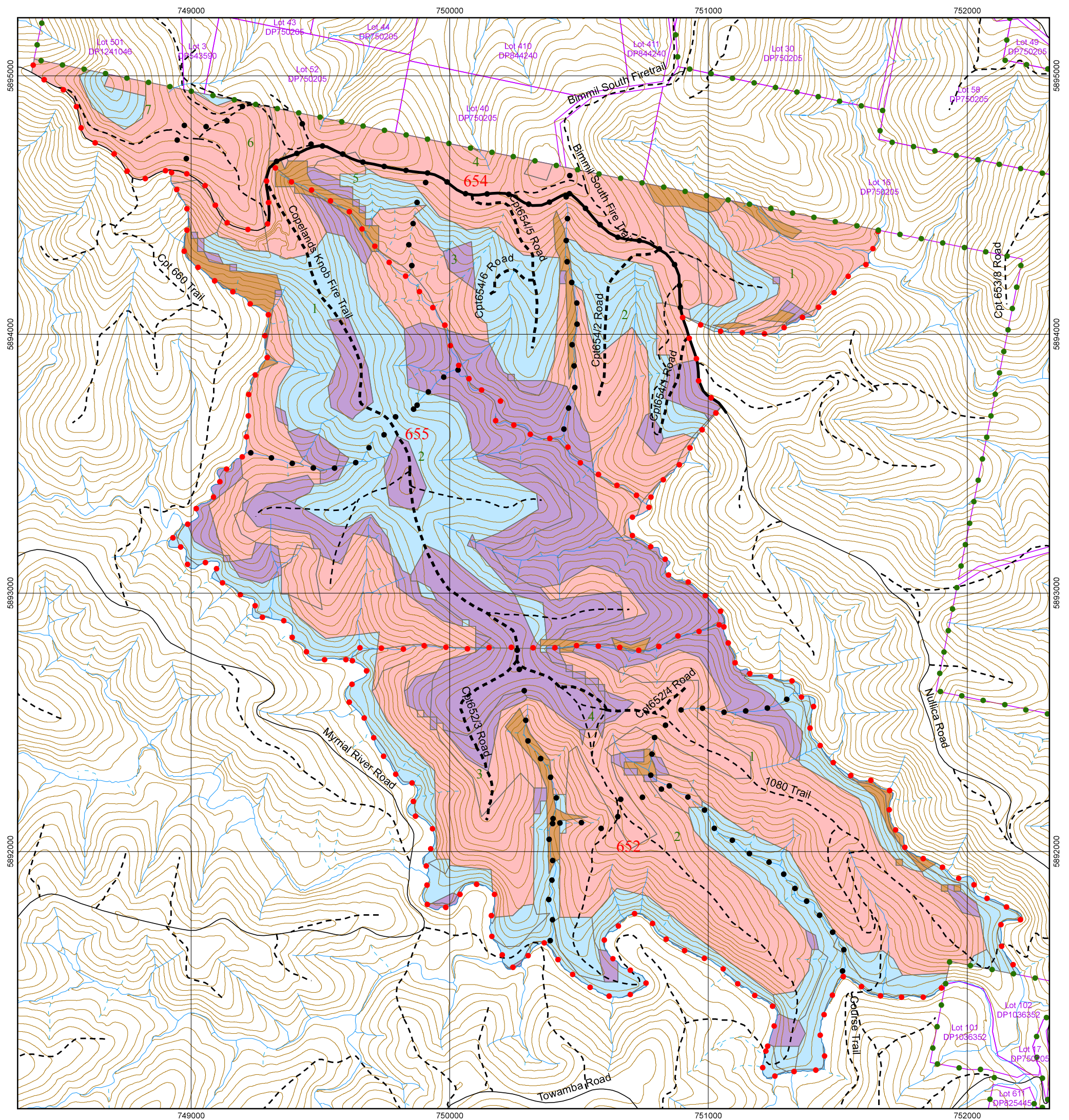
**FORESTRY CORPORATION OF NSW, HARDWOOD FORESTS DIVISION**  
**HARVEST PLAN HABITAT CLASS MAP (INDICATIVE)**

NULLICA Forest  
NO. 545  
Cpt No:652,654,655  
Management Area:EDEN  
Mapsheet:EDEN(8823-1N)

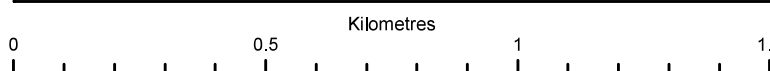
Plan Name:HP\_ED\_652\_654\_655\_18

Plan No:56891

**VERSION:1**  
Date Printed: 3/12/2018



- State Forest Boundary
- Compartment Boundary
- Coupe Boundary
- LiDAR Corrected Drainage
- Indicative Unmapped Drainage Features
- Minor Roads (EPL Standard)
- Major Roads (EPL Standard)
- Minor Roads (Other)
- Major Roads (Other)
- Low
- Moderate
- High
- Unknown
- Private Property





## WHS Tool / Resource

## 2.1.3 Site Safety Plan

*This site safety plan is for all FCNSW operations of more than one day duration or where an operational plan is in place. Where a contractor is responsible for the work to be undertaken, the contractor must develop their own site safety plan.*

A Medical Emergency Evacuation Plan (MEEP) has been developed and is included below

Location	
Forest Name: Nullica	Specific location details: Compartments 652, 654 & 655
Date work commenced:	
Description of Work to be undertaken on site: Forest mark-up, road maintenance and/or construction, harvest supervision, compliance monitoring	
On site communication:	
Radio channel number	VHF UHF
Other (e.g. mobile phone numbers of other workers on site, hand signals):	
Site Supervisors	
Name:	Contact number:
Site workers including contractors	
Name:	Contact number:
First Aid Kit locations	
First Aiders on site	
Hazardous chemicals on site	Safety Data sheet location
Mandatory PPE required	Task specific PPE required
Appropriate safety footwear High visibility clothing Long sleeve shirt and trousers	<input type="checkbox"/> Hearing Protection <input type="checkbox"/> Gloves <input type="checkbox"/> Eye Protection <input type="checkbox"/> Hard hat <input type="checkbox"/> Other

A number of hazards are common to all forest sites. All workers should be aware of the following hazards and ensure appropriate control measures are in place.

Common forest and outdoor hazards	Control	Responsibility
Exposure to sun	Long sleeve clothing, sunscreen, work in shade where possible,	All workers
Exposure to heat, rain and cold	Appropriate clothing, adequate water supply, plan work for cooler times of the day where possible	All workers
Overhead hazards/dangerous trees	Identify and remove dangerous trees in work area. Where unable to remove, mark trees. Assessment of work areas prior to commencement and ongoing with changing weather and wind. Wear hard hat	Supervisors, contractors and all workers
Recreational hunting	Recreation hunting is permitted in the planning unit. Exclusion zone signage must be erected prior to commencing all on ground activities	All workers
Bites and stings	Permethrin treated clothing Insect repellent Long sleeved shirt/long trousers	All workers
Slips and trips/uneven ground	Boots worn and maintained in good condition Use of aids- walking poles, carry bags, spikes etc	All workers
Mobile Plant	Safe zones established Traffic management systems in place	Supervisors and workers
Vehicle collision at road intersections and road sides	Warning signs at FCNSW road intersections, traffic control plans, 60km/hr speed limit on unsealed forest roads, vehicle headlights on at all time when driving.	All workers
rocky steep terrain	Operators to assess work site within two tree lengths to identify immediate hazards. Communicate to other operators and mark sites.	Supervisors and contractors
Dust from passing vehicles along dirt haulage routes	Restrict speed to minimise dust generation, slow down when passing vehicles. Turn on driving and hazard lights to increase visibility.	All workers
Trucks colliding with oncoming school buses on Towamba Road weekdays 7:00-10:00am and 1:45-5:00 pm.	Use UHF channel 3 (channel used by school buses) whilst travelling along Captains Flat Road. When approaching corners communicate trucks location and/or direction of travel to alert bus drivers.	Supervisors and contractors

The following additional hazards are present at this site: Examples include but are not limited to: other contractors/workers in vicinity, mine shafts, cliffs, underground cables, overhead power lines, mobile plant, traffic, school bus route, log trucks on road, work on or near roads, difficult site access, unauthorised visitors, quarries, asbestos etc



Site Specific Hazards	Control	Responsibility
Naturally Occurring Asbestos	Presence not detected. Refer to	Supervisors and contractors
Nullica Quarry	Harvest Plan Section 2 for more details.	All workers

## Safe Work Practices

The following Safe Work practices are relevant for work conducted on this site (site supervisor to document):

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## SITE SAFETY PLAN DEVELOPMENT

Date of of initial plan development	Developed By	Position	Signature
11/12/2018	Julia Clark	Senior Planner	

## SITE SAFETY REVIEW

The site safety plan must be reviewed by the site supervisor at a minimum of every 3 months and reviews recorded below. Where changes are made to the site safety plan, these must be recorded on the plan. A new plan may need to be printed where changes are significant.

Date of review	Changes made? If yes, document changes	Conducted by	Initials



Emergency Meeting points are shown on the attached Locality Map

	Description	MGA; Zone for EMP; and Lat/Long for helicopter landing point
Phone Reception	Good. Nearest reception at Dump C, Nullica Road and high points along Nullica Road and Copelands Knob Trail.	Lat/Long: 37° 03' 49" S / 149° 49' 14" E MGA: 750801 E 5894320 N
Emergency Meeting Point	Intersection of Nullica Road and Towamba Road	Lat/Long: 37° 05' 23" S / 149° 50' 35" E MGA: 752716 E 5891382 N
Helicopter Landing point	Intersection of Nullica Road and Towamba Road	Lat/Long: 37° 05' 23" S / 149° 50' 35" E MGA: 752716 E 5891382 N

### Procedures to obtain ambulance assistance



<ol style="list-style-type: none"> <li>1. Dial 000</li> <li>2. If there is no mobile coverage, dial 112 (which will work on any accessible mobile phone system).</li> <li>3. If no response on 112: <ul style="list-style-type: none"> <li>• use a radio link (TARA, be discrete with personal information)</li> <li>• move to an area with mobile coverage</li> <li>• find a landline</li> <li>• use another network (e.g. a contractor's VHF radio)</li> </ul> </li> </ol>	<p>The nearest Forestry Corporation of NSW office is: Eden</p> <p>Contact on:-</p> <p>Channel: 247</p> <p>Telephone: 1300 880 548</p> <p>Give details of the situation and ask for a 000 call to be placed.</p>
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000 operator question:	Response:
1. Police, Fire, Ambulance?	Ambulance is required Nearest control centre for ambulance: Wollongong
2. Suburb?	State Forest name: Nullica Nearest town or locality: Eden Nearest ambulance station: Eden
3. Address?	Nullica Road
4. Nearest road junction/cross street?	Nullica Road and Towamba Road
5. Local Government Area?	Bega Valley
6. Nature of the problem?	Describe the accident, number, age and condition of casualties. Are they conscious, are they breathing?
7. Where is the accident?	Refer to safety meeting point above
Directions to navigate from nearest ambulance station to the emergency meeting point.	Head south from Eden on the Princes Highway for approx. 4km to the intersection with Towamba Road. Turn right onto Towamba Road and travel approx.. 4 km to the intersection with Nullica Road.
8. 4WD ambulance required?	Yes/No:      UHF radio channel to use:
9. Injuries?	Give detailed information about the condition of the casualty (do not mention names over radio system)
10. Your name and call back number:	

# Hardwood Forests Division

## Harvest and Haul Plan



State Forest	Nullica	Compartments	652, 654 & 655
Management Area	Eden	IFOA Region	Eden
Harvest Plan No.	56891	Coupes	652 (3 & part 4), 654 (2, 3 & 5) & 655 (part 1).
Legal Conditions	Native Forest Harvesting in accordance with IFOA conditions. Harvesting and Roothing activities must have EPL coverage. To implement this plan you must hold a current Contractors Licence. Standard Harvest Plan Conditions and Operating Procedures apply. Survey expiry date for this plan is 20/09/2020.		
Certification	Timber products removed from the plan area are within the Defined Forest Area covered by Australian Forestry Standard AS4708:2013 Certificate 604224		
Prepared by	Planner		Date: 11/02/2019
	Julia Clark		
Approved by	Operation Planning Mgr		Date: 11/02/2019
	Shane Clohesy		
Abbreviations	PA = Production Assistant, PS = Production Supervisor, RC = Roothing Coordinator, Crew = Harvest Contractor/Forest Operators, IFOA = Integrated Forestry Operations Approval, TSL = Threatened Species Licence, EPL = Environment Protection Licence, FL = Fisheries Licence, CH = Cultural Heritage, SOP = Standard Operating Procedure, HPOM = Harvest Plan Operational Map.		

### 1. Harvest Area Details

	Cpt 652	Cpt 654	Cpt 655	Total
Plan Compartment ID	126390	126391	126392	
Gross Area (ha)	238	189	206	633
Harvest Area (ha)	63	82	38	183
Estimated Yield (t)	2,940	5,945	3,895	12,780
Yield/ha (t/ha)	47	73	103	70
Slope (% 0-20 degrees)	55	62	79	65
Slope (% 20-25 degrees)	28	25	18	24
Slope (% 25-30 degrees)	13	10	3	9

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Contractor must ensure timber removed is allocated to the correct compartment when entered onto Delivery Docket.

## 2. Management Conditions on Boundaries

Boundary	Conditions
Private Property	Private properties occur adjacent to the northern boundary of Compartment 654 and the south-east boundary of Compartment 652, as indicated on the HPOM. Private property owners have been notified of the scheduled harvesting and post-harvest burning. The PP boundaries are not directly adjacent to the harvest area.
Nullica Quarry (Guidelines South Coast Pty. Ltd)	<p>Nullica Quarry is located on the northern boundary of Compartment 655, off Nullica Road. Access to Compartments 652 and 655 is through Nullica Quarry. The following safety procedures must be adhered to:</p> <p>All haulage vehicles and any vehicle associated with this harvesting operation (with a UHF radio), that will be using this route between 7:00 am and 6:00 pm Monday to Friday, and 7:00 am to 12 Noon Saturday, are required to call Guidelines UHF Channel 37 and inform Guidelines of the following:</p> <p>Travelling west on Nullica Road towards Nullica Quarry:</p> <ol style="list-style-type: none"> <li>1. Entering Nullica Road the driver will notify Nullica Quarry and state "Turning onto Nullica Road".</li> <li>2. The driver is to notify Nullica Quarry at every kilometre marker and state that they are going past the relevant kilometre signage (ie "going past the 1km mark heading in to the quarry").</li> <li>3. When entering Nullica Quarry the driver must announce their arrival, follow the signage and comply with Nullica Quarries site safety rules.</li> </ol> <p>Leaving Nullica Quarry and travelling east on Nullica Road:</p> <ol style="list-style-type: none"> <li>1. When leaving Nullica Quarry, the driver will inform Guidelines that they are leaving the quarry.</li> <li>2. The driver is to notify Nullica Quarry at every kilometre marker and state that they are going past the relevant kilometre signage (ie "going past the 5km heading out").</li> <li>3. Entering Towamba Road, the driver will notify Nullica Quarry and state "Turning onto Towamba Road".</li> </ol> <p>Leaving harvesting operation and entering Nullica Quarry:</p> <ol style="list-style-type: none"> <li>1. On completion of loading, the truck driver is to notify Nullica Quarry that they are leaving the harvesting operation and travelling towards Nullica Quarry.</li> <li>2. On arrival at the bottom gate of Nullica Quarry, the truck driver is to notify Nullica Quarry that they are at the bottom gate. The truck driver is to wait at the bottom gate until a response is received from Nullica Quarry.</li> <li>3. If no response from Nullica Quarry, is received after a period of 5 minutes the haulage vehicle is to proceed with caution onto the quarry until the full haulage vehicle configuration length is located on the quarry proper. The truck is then to stop until Nullica Quarry is contacted and authorisation to proceed is given.</li> </ol> <ul style="list-style-type: none"> <li>• At all times (even after contacting Guidelines by UHF radio) all vehicles within 200m of the Nullica Quarry entrance are to slow down to a maximum of 40km/hr and proceed with caution.</li> </ul>

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	<ul style="list-style-type: none"> <li>At all times vehicles using this route are to abide by all relevant road signage.</li> </ul> <p>In addition, Nullica Quarry has its own safety induction process and associated forms. All personnel involved in this operation are to be inducted on their first visit to the harvesting operation. Records of induction are kept at the Nullica Quarry site office.</p>
FMZ	<p>FMZ 3A – Harvesting Excluded, FMZ 4 (General Management) and FMZ 7 (Non Forestry use zone – Nullica Quarry) occur within the compartments and are shown on the HPOM.</p> <p>FMZ 3A – Harvesting and harvesting machinery are not permitted in these areas. The crew must protect FMZ 3A areas.</p> <p>FMZ 7 (Non Forestry Use – Nullica Quarry) – See section above for communication/safety guidelines.</p> <ul style="list-style-type: none"> <li>Care must be given to ensure that mud or other contaminants are not brought onto the quarry site by harvesting equipment, especially haulage vehicles.</li> <li>On leaving the harvesting operation and prior to entering the quarry particular attention must be given to the removal of mud that may contaminate the quarry from haulage vehicles, especially in wet weather conditions.</li> <li>During wet weather conditions, the PA must monitor on a twice weekly basis the condition of the licenced roads and the likelihood of mud from the operation being brought onto the quarry site by harvesting equipment.</li> <li>Where the risk of mud being carried onto the quarry site increases the PA is to liaise with Nullica Quarry Site Manager and where deemed necessary, haulage is to cease until authorised to recommence by the PA.</li> </ul>
Naturally Occurring Asbestos (NOA)	<p>The Boyd Volcanic Complex geology over a section south of Nullica Road (refer to HPOM), has been mapped by the Geological Survey of NSW as having a low potential for containing natural occurring asbestos (NOA). Field assessment for the presence of NOA in this mapped area has found no evidence of NOA.</p> <p>Compartment 654/Coupe 3 – despite no evidence of NOA, to reduce further risk, limit exposure of bedrock by minimising the depth of side cuts and utilising available topsoil/subsoil to cover any exposed rock whilst walking tracked machines through the forest.</p> <p>Refer to NOA profile, showing an example of fibrous NOA occurring within exposed rock, attached to this plan . If areas of NOA is found during compartment mark-up or harvesting operation, cease operation and notify PA/Production Supervisor.</p>
Cultural Heritage	<p>Surveys have been conducted.</p>

\* Where field boundary marking instructions differ from *SOP2: Exclusion Zone Boundary Management*, the instructions in this Harvest Plan apply.

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### 3. Expected Yields

Product Estimates	Volume
Sawlog (m <sup>3</sup> )	486
Pulp (t)	12,375
Total (t)	12,780

Species	Species Mix (Sawlog)
STA	70%
SBK	20%
Others	10%

### 4. Haulage

Haul Route	North on Copelands Knob Trail to Nullica Road, turning right to Towamba Road and then turning left or right onto Princes Highway.
School Bus Routes	Towamba road is used by a school buses between the hours of 7:00am to 10:00 am and 1:45pm to 5:00pm. On weekdays, to the greatest extent practicable, log haulage should avoid school bus times on the above roads.
Traffic Control Plan	Traffic control is required for this event. A traffic control plan (attached) has been prepared for: <ul style="list-style-type: none"> <li>- intersection of Nullica road and Towamba road (RC responsibility)</li> </ul> Nullica Road must be closed when harvesting within 2 tree lengths.
Dust and Noise	Homes immediately adjacent to Towamba road may be adversely impacted by noise created by log haulage. Truck drivers should reduce speed and minimise the use of engine brakes near these such homes.

### 5. Community

Issue	Detail	Conditions
Notifications Required	Nil	All relevant notifications have been conducted. A notification list for FCNSW staff is available from the planner.
Pests/Weeds	Myrtle Rust / Cinnamon Fungus	<p>Is known to occur in Bega Valley Shire. To prevent further spread the crew/haulage operators must ensure all harvesting machinery, equipment and vehicles heading west from BegaValley Shire or south into Victoria are checked and all infected vegetation removed.</p> <p>The soil-borne pathogen Cinnamon Fungus (<i>Phytophthora cinnamomi</i>) has been detected in the vicinity of Compartment 652. As a precaution to limit spread, the following conditions must be implemented:</p> <ul style="list-style-type: none"> <li>• Trucks, contractor and PA vehicles are to remain within the designated log dump locations and remain on licensed roads.</li> <li>• Excavator operator is to ensure that loose dirt/plant material is bumped from the logs before loading onto truck.</li> <li>• If walking in the forest away from dumps and roads, you must brush loose dirt from boots and spray with a</li> </ul>

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		<p>50% metho/water mix from a spray bottle before leaving the harvest area or compartment daily.</p> <ul style="list-style-type: none"> <li>• Wash down and disinfect all plant and vehicles prior to moving between harvest areas within the compartments. To wash down, use a slip-on unit to remove all dirt and mud, and disinfect with a spray pack with F10 disinfectant.</li> <li>• All contractor machinery is to be thoroughly washed down to remove all dirt/mud after the completion of the operation and disinfected before being floated from the compartment – PA to supervise.</li> </ul>
Forest Permits	2 apiary ranges are occupied.	These apiary ranges do not overlap harvest area.

## 6. Infrastructure

Infrastructure	Conditions
Utilities Underground	Telecommunication cable owned by Telstra runs adjacent to the northern side of Nullica Road and is shown on the HPOM and marked in the field with Telstra cable markers. This area will not be affected by this harvesting operation.
Copelands Knob Trail & 1080 Trail	Have been identified as strategic fire trails. Ensure that these trails remained in a trafficable condition, free of harvesting debris and any installed rollovers must be trafficable.
Control Lines for Post Log Burning	<p>Control lines to be constructed by the crew are indicatively mapped on HPOM, however final location will depend on snag tracks and areas harvested.</p> <p>The PA must liaise with the Protection Coordinator during harvesting to more accurately plan where control lines are required.</p>

## 7. Harvesting Conditions

Silviculture Type	Harvesting Objectives and Condition		
Modified Shelter-wood (MSW)	<p>The harvest area is predominately mature to over mature Silvertop Ash and Yellow Stringbark in even aged stands. The objective is to harvest all commercially available trees to create canopy openings and ensure mechanical disturbance creates a suitable seed bed for regeneration of the stands.</p> <p>Crew to target sawlogs, pulpwood and other miscellaneous products as markets allow.</p> <p>PA to instruct crew to retain patches (&gt;0.5ha) of quality advanced regeneration where they occur.</p> <p>Crew to remove all merchantable stems not marked for retention.</p> <p>The crew is responsible for protecting retained seed trees and retaining patches of advanced regeneration.</p>		
Entire Harvest Area			
IFOA Limits	MSW - 652	MSW - 654	MSW - 655
Net Harvestable Area	176	155	154
Harvest Area	63	82	38

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Harvest Area %	36%	53%	25%
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## 8. Tree Retention - refer to TSL booklet for full conditions

Prescription	Condition/Responsibility																																																			
Mark-Up – the PA is responsible for marking up the forest ahead of harvesting operations consistent with Forest Mark Up and Tree Retention SOP																																																				
Compartment Mark-Up Survey (5.1, 5.2)	Compartment mark-up surveys must be conducted at least 100m in advance of operations. The survey must search for threatened and protected species features listed in conditions 5.1 and 5.2 of the TSL.																																																			
Hollow-bearing and Recruitment tree retention (H and R)	<p>Non-Regrowth Zone - 5.6, conditions apply.</p> <p>Additional H trees for Greater Glider condition does not apply.</p> <p>PA must verify the habitat quality and record on the habitat quality map. PA must select and mark H and R trees as per the habitat quality.</p> <table><tr><th>Habitat Quality</th><th>H Trees/2ha</th><th>R Trees/2ha</th></tr><tr><td>High</td><td>12</td><td>12</td></tr><tr><td>Moderate</td><td>8</td><td>8</td></tr><tr><td>Low</td><td>4</td><td>4</td></tr></table>	Habitat Quality	H Trees/2ha	R Trees/2ha	High	12	12	Moderate	8	8	Low	4	4																																							
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Moderate	8	8																																																		
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Significant Food Resources (5.6 k)	<p>PA must mark for retention - 6 Eucalypt feed trees/2 ha where they occur, glider sap feed trees, stands of forest oak and forest oak feed trees.</p> <table><tr><th>Species</th><th>Coordinate</th><th>Comments</th></tr><tr><td>GBC Feed Tree (1)</td><td>750899E/5892795N</td><td>Marked with orange tape</td></tr><tr><td>GBC Feed Tree (2)</td><td>750936E/5892669N</td><td>Marked with orange tape</td></tr><tr><td>GBC Feed Tree (1)</td><td>750930E/5892574N</td><td>Marked with orange tape</td></tr><tr><td>GBC Feed Tree (1)</td><td>750901E/5892763N</td><td>Marked with orange tape</td></tr><tr><td>GBC Feed Tree (1)</td><td>750942E/5893779N</td><td>Marked with orange tape</td></tr><tr><td>YBG Feed Tree (1)</td><td>749831E/5893803N</td><td>Marked with orange tape</td></tr><tr><td>YBG Feed Tree (1)</td><td>749636E/5893974N</td><td>Marked with orange tape</td></tr><tr><td>GBC Feed Tree (1)</td><td>750287/5893484</td><td>Located in excluded forest. Do not need to be marked.</td></tr><tr><td>GBC Feed Tree (1)</td><td>749810/5892890</td><td>Located in excluded forest. Do not need to be marked.</td></tr><tr><td>GBC Feed Tree (1)</td><td>750757/5892106</td><td>Located in excluded forest. Do not need to be marked.</td></tr><tr><td>GBC Feed Tree (1)</td><td>750530/5892219</td><td>Located in excluded forest. Do not need to be marked.</td></tr><tr><td>GBC Feed Tree (1)</td><td>750483/5892349</td><td>Located in excluded forest. Do not need to be marked.</td></tr><tr><td>GBC Feed Tree (1)</td><td>750492/5892326</td><td>Located in excluded forest. Do not need to be marked.</td></tr><tr><td>GBC Feed Tree (1)</td><td>750484/5892332</td><td>Located in excluded forest. Do not need to be marked.</td></tr><tr><td>GBC Feed Tree (1)</td><td>750997/5891776</td><td>Located in excluded forest. Do not need to be marked.</td></tr><tr><td>GBC Feed Tree (1)</td><td>750607/5892118</td><td>Located in excluded forest. Do not need to be marked.</td></tr></table>	Species	Coordinate	Comments	GBC Feed Tree (1)	750899E/5892795N	Marked with orange tape	GBC Feed Tree (2)	750936E/5892669N	Marked with orange tape	GBC Feed Tree (1)	750930E/5892574N	Marked with orange tape	GBC Feed Tree (1)	750901E/5892763N	Marked with orange tape	GBC Feed Tree (1)	750942E/5893779N	Marked with orange tape	YBG Feed Tree (1)	749831E/5893803N	Marked with orange tape	YBG Feed Tree (1)	749636E/5893974N	Marked with orange tape	GBC Feed Tree (1)	750287/5893484	Located in excluded forest. Do not need to be marked.	GBC Feed Tree (1)	749810/5892890	Located in excluded forest. Do not need to be marked.	GBC Feed Tree (1)	750757/5892106	Located in excluded forest. Do not need to be marked.	GBC Feed Tree (1)	750530/5892219	Located in excluded forest. Do not need to be marked.	GBC Feed Tree (1)	750483/5892349	Located in excluded forest. Do not need to be marked.	GBC Feed Tree (1)	750492/5892326	Located in excluded forest. Do not need to be marked.	GBC Feed Tree (1)	750484/5892332	Located in excluded forest. Do not need to be marked.	GBC Feed Tree (1)	750997/5891776	Located in excluded forest. Do not need to be marked.	GBC Feed Tree (1)	750607/5892118	Located in excluded forest. Do not need to be marked.
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	YBG Feed Tree (1)	751315/5892287	Located in excluded forest. Do not need to be marked.
	YBG Feed Tree (1)	751154/5892297	Located in excluded forest. Do not need to be marked.
	YBG Feed Tree (1)	751858/5891774	Located in excluded forest. Do not need to be marked.
	YBG Feed Tree (1)	751628/5892044	Located in excluded forest. Do not need to be marked.
<i>E. muellerana</i> and <i>E. cyperillocarpa</i> are suitable E tree species present in this compartment.			
Harvesting - crew and PA responsibilities			
Protection of Retained Trees (5.6g)	<p>Trees marked or selected for retention must not be felled.</p> <p>The crew must minimise damage to H, R and E trees by using directional felling.</p> <p>Harvesting debris should not accumulate within 5 m of retained trees. Where debris does accumulate the crew must remove or flatten to &lt; 1m high.</p> <p>The PA must be notified of any badly damaged retained trees and they must assess and record if a replacement retained tree is required.</p>		
Stag Retention (Dead standing trees 5.6e)	<p>The crew should retain stags where safe to do so.</p> <p>The crew must record the date, DBH, risk and location of unsafe stags removed</p>		
Significant food resources	The crew should avoid damaging flowering or fruiting banksias or grass trees.		
Impenetrable Understory	In areas mapped by the PA as Impenetrable Understory procedures for harvesting in un-marked forest must be implemented by the PA and Crew.		

## 9. Site-Specific Flora and Fauna

Condition	Boundary Type	Prescription
Riparian Habitat Protection (5.7)  (Lidar Corrected)	Pink Tape	<p>Implement filter strip/stream exclusion zone around drainage features as shown on the HPOM. Refer to SOP1.</p> <p>PA must mark the location of all mapped 1<sup>st</sup> order drainage line and UMDL exclusion zones.</p> <p>The crew will locate and protect all 2<sup>nd</sup> order and above streams with GPS.</p>
Ground Habitat (5.17 d)	N/A	<p>Commercial firewood may be produced from standing trees only.</p> <p>No commercial firewood collection of pre-existing fallen material in Compartment 654 due to a Varied Sitella record.</p>

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Threatened Ecological Community (TEC)	N/A	Riverflat Eucalypt Forest on coastal flood plain is mapped in the Compartment 652 within the FMZ 3A area.  This TEC area will not be affected by the harvest operation.
Rainforest (5.4)	N/A	Rainforest is mapped in the compartments. Following verification of forest structure the extent of mapped RF has been changed on the HPOM.  The PA must search for and mark all areas of unmapped rainforest.  The crew must protect all areas of marked Rainforest.
Ridge & Headwater Habitat (RHH) (5.8)	Pink Tape	RHH is mapped in the compartments.  The PA must mark as an exclusion the Ridge & Headwater Habitat in compartment 652, ensuring that exclusions match those implemented in the previous harvesting operation carried out in 2012.  The crew must protect all areas of marked RHH.
Heath and Scrub (5.10)	N/A	Heath and scrub is mapped in the compartments.  These areas will not be affected by the harvest operation.
Rocky Outcrops and Cliffs (5.11)	Pink Tape	Rocky terrain (unverified) is mapped within net harvest area of Compartment 655 in the eastern ridge below Dump O.  The PA must mark as an exclusion the rocky outcrop + relevant exclusion zone as it occurs on the ground.  The crew must protect all areas of marked rocky outcrop.
Owl Landscape (6.3.2)	N/A	Owl landscapes are mapped over FMZ 3A areas.  Crew must protect and not encroached into areas of owl landscapes.
Feed trees for Glossy black cockatoo, and Yellow Bellied Glider	Pink Tape and paint	PA must ensure mapped feed trees are marked prior to harvesting.  Crew must protect all marked feed trees.
Yellow-bellied Glider (Observed & Heard)	Pink Tape and paint	PA must retain and mark retained trees as per TSL conditions 6.13.
Little Eagle (Nest)	Pink Tape	A Little Eagle nest is located to the south-east of Nullica Quarry, below the eastern ridge in Compartment 655 at 749217E 5893677N. PA must mark and implement a 100m exclusion around this site. Harvesting and roading activities in Compartment 655 must not occur within the breeding season for Little Eagle (August to October) or in any period when the use of the nest is apparent by adults or nestlings. Snigging through the top end of this exclusion zone must approximate the route identified on the HPOM and must aim to:

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		<ul style="list-style-type: none"> <li>• minimise incursion of the snig track into the exclusion zone. The Little Eagle exclusion zone boundary must be clearly marked prior to snig track construction to ensure minimal encroachment into the exclusion zone.</li> <li>• minimise tree removal within the exclusion zone,</li> <li>• not impact on any tree with habitat values such as hollow-bearing trees and sap feed trees or feed trees unless the circumstances of the site necessitate this to minimise further environmental impacts, in which case the relevant details must be recorded in PA notes.</li> <li>• Minimise soil disturbance.</li> </ul> <p>The snig track prism must not extend more than 10 m into the Little Eagle Nest exclusion zone. Within the exclusion zone, the snig track prism must be kept at minimum width. If this exceeds 3m, record details that demonstrate the circumstances of the site that necessitate this in PA notes.</p>
Golden-tipped Bat (6.14)	Pink Tape	<p>A Golden-tipped Bat record nest is located to on the south-west boundary of Coupe 1 of Compartment 655 at 749697E 5894093N. Stream Exclusion zones of at least 30 metres wide must be implemented on both sides of all 1<sup>st</sup> order and 2<sup>nd</sup> order streams within a 200 metre radius of this record.</p> <p>The PA must mark this exclusion ensuring that the width is measured from the top of the bank of the incised channel, or where there is no defined bank, from the edge of the channel prior to harvesting.</p> <p>Crew must protect all areas of Golden-tipped Bat exclusion zone.</p>
Ralston's Leionema (6.17)		<p>Records of Ralston's Leionema are located within 2 km of these compartments. No plants were found within the compartments during pre-harvest surveys. (Refer to Species Profile attached to this plan).</p> <p>If found during compartment mark-up or harvesting operation, damage to these individuals in the conduct of specified forestry activities should be avoided to the greatest extent practicable.</p>
Fish	N/A	Compartments do not contain Class 1 or 2 Aquatic Habitat. No fisheries licence conditions apply.

\* Where field boundary marking instructions differ from *SOP2: Exclusion Zone Boundary Management*, the instructions in this Harvest Plan apply.

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## 10. Soil & Water – Refer to EPL Booklet for full conditions

Issue	Assessment	Conditions
EPL Scheduled Activity	Yes	
Inherent hazard level	2	Nil
Inherent Hazard Level 4 Areas	Yes	The crew is required to protect areas of IHL 4.
Dispersible Soils	No	Nil
Mass Movement / Instability	Yes	<p>Compartment 654 has a low risk and localized mass movement hazard.</p> <ul style="list-style-type: none"> <li>Do not undercut existing batters when upgrading or clearing existing roads where the side slope exceeds 25°.</li> <li>Ensure all reformed fill batters are adequately compacted.</li> <li>Reopened roads should be inspected twice weekly during haulage to identify any cracking of fill batter. Any cracking should be repaired by filling with earth fill and compacting.</li> <li>Snig tracks should not be constructed with cut batters greater than 2m in height. Side cut snig track should be avoided through depressions in the landscape.</li> <li>Wherever possible, snig tracks should follow the terrain rather than sidecut across contours, particularly where the slope exceeds 25°.</li> <li>Any old snig tracks on slopes up to 30° (including side cut snig tracks) that are showing no sign of mass movement may be used provided they can be satisfactorily drained to EPL specifications.</li> </ul>
Seasonality conditions	No	Nil
Historical or existing erosion	Yes	Refer to section above for mass movement.
Ground cover	>70%	Nil
Seasonal Burning conditions	No	Nil
Log Dumps	SOP 5	PA is responsible for authorising moving the location of a log dump.
Roading management during harvesting	SOP 6	Refer to SOP 6.

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		PA is responsible for monitoring road and crossing drainage during haulage.
Wet Weather and Rutting	SOP 6	Crew is responsible for implementing automatic closures and following notified closures.  PA is responsible for ensuring crew notified when notified closure is lifted.
Snigging	SOP 8	Crew is responsible for progressive drainage of snig tracks.  Compartment 654/Coupe 3:  Despite no evidence of NOA, to reduce further risk, limit exposure of bedrock by minimizing the depth of side cuts and utilizing available topsoil/subsoil to cover any exposed rock whilst walking tracked machines through the forest.
Snig Track Crossings	SOP 9	PA is responsible to ensure snig track crossings are approved prior to use and rehabilitated upon completion.

## 11. Snig Track Crossing Approvals

All crossing approvals are shown on the operational map – any other feature crossings must be assessed, recorded below and approved by the Operations Planning Manager before use.

Crossing	EPA Approval	Conditions

## 12. Operational Plan Briefing: A briefing of this operational plan was conducted by

Person	Role	Nature of Briefing	Date

## 13. Acknowledgement of Briefing: I acknowledge that I have received a copy of the plan documents and that I have been briefed on the conditions of the Plan. I understand the operational control requirements as outlined in the plan and take responsibility for the implementation of plan conditions relevant to my responsibilities

Name	Role	Signature	Date

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**14. Standard Operating Procedures:** The following SOP's apply to this plan. FCNSW staff and the crew must hold a copy on site whilst operating and comply with the conditions set out in each SOP.

Procedure Number	Title
1	Drainage Feature Protection
2	Exclusion Zone Boundary Management
3	Forest Mark-Up
4	Operating in Inherent Hazard Level 3 Areas
5	Log Dump Operation and Use
6	Road and Crossing Management and Wet Weather Controls
7	Safety Requirements
8	Snigging and Snig Track Crossing
9	Documentation and approvals

### Operational Diary:

[illegible]

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**15. Roothing Plan:** Maintenance works not completed by RC must be recorded and passed onto the PA for completion and documentation. The start and finish dates of all maintenance and construction must be recorded on the individual roosting sheets along with other relevant changes or explanations. All rubber flaps on minor forest roads must be removed and replaced with trafficable rollover banks on completion of operation.

Summary of roosting requirements		
Feature	Details	Works Required
Existing roads to be used.	8,385m/9	Yes
New roads to be constructed	23m/1	Yes
Existing crossings used	1	Yes
New crossings to be constructed	0	NA
Length of road >10°	140m	NA
Borrow pits and gravel pits	0	NA
Mass movement prescriptions apply	Yes	Yes
Dispersible soil conditions apply	No	NA
Seasonality provisions apply	No	NA

Checklist of works required on roads & crossings							
Road/Crossing Name	Works Required				Date Started	Date Finished	Initials
Nullica Road (2,560 m) FCNSW Responsibility	Brush off roadside vegetation. Reinstate existing mitres where required. Clean out inlets and outlets of existing pipes. Install one new mitre.						
	Item	X	Y	COMMENTS			
	1	E749300	N5894589	Post with pipe completely buried. Dig out pipe and clean out.			
	2	E749322	N5894666	Existing pipe. Clean out inlet and outlet.			
	3	E749397	N5894699	Existing pipe. Clean out inlet and outlet.			
	4	E749483	N5894724	Natural outfall camber on road.			
	5	E749561	N5894707	Existing mitres. Both side. Reinsta			
	6	E749657	N5894670	Crest.			
	7	E749700	N5894659	Dip in Road.			
	8	E749793	N5894642	Existing pipe. Clean out inlet and outlet.			
	9	E749954	N5894613	Outfall			
	10	E750010	N5894579	Existing mitres. Both side. Reinsta			
	11	E750040	N5894561	Existing mitres. Both side. Reinsta			
	12	E750071	N5894545	Existing mitres (2). Northern side. Reinstate.			
	13	E750218	N5894547	Install new mitre. Southern side.			
	14	E750361	N5894497	Crest.			
	15	E750477	N5894538	Existing pipe. Clean out inlet and outlet.			
	16	E750567	N5894450	Existing pipe. Clean out inlet and outlet.			
	17	E750652	N5894575	Existing pipe. Clean out inlet and outlet.			
18	E750758	N5894359	Existing mitre. Southern side. Reinstate.				

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	19	E750810	N5894330	Existing mitre. Southern side. Reinstall.			
	20	E750848	N5894297	Existing mitre. Southern side. Reinstall.			
	21	E750884	N5894212	Existing mitres. Both side. Reinstall.			
	22	E750893	N5894103	Existing pipe. Clean out inlet and outlet.			
	23	E750937	N5893985	Existing mitres. Both side. Reinstall.			
	24	E750953	N5893942	Existing mitre. Southern side. Reinstall.			
	25	E750965	N5893874	Existing mitre. Southern side. Reinstall.			
	26	E751012	N5893761	Existing pipe. Clean out inlet and outlet.			
	27	E751105	N5893635	Existing pipe. Clean out inlet and outlet.			
	RC/PA Comments:						
Copelands Knob Trail (2,620 m) <i>Contractor Responsibility</i>	Grade and reshape road pavement. Brush off road side vegetation. Clear up to 3m if required. Install drainage structures according to EPL specifications.  <b>RC/PA Comments:</b>						
1080 Trail (190 m) <i>Contractor Responsibility</i>	Grade and reshape road pavement. Brush off road side vegetation. Clear up to 3m if required. Install drainage structures according to EPL specifications.  <b>RC/PA Comments:</b>						
Cpt652/3 Road (720 m)	Clear, grade and reshape road pavement. Clear up to 3m on either side. Maintain and install drainage structures according to EPL specifications.						

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Contractor Responsibility	RC/PA Comments:			
Cpt652/4 Road (164 m) Contractor Responsibility	Clear, grade and reshape road pavement. Clear up to 3m on either side. Maintain and install drainage structures according to EPL specifications.  RC/PA Comments:			
Cpt654/1 Road (420 m) Contractor Responsibility	Clear, grade and reshape road pavement. Brush off roadside vegetation. Maintain and install drainage structures according to EPL specifications.  RC/PA Comments:			
Cpt654/2 Road (680 m) Contractor Responsibility	Clear, grade and reshape road pavement. Clear up to 3m on either side. Maintain and install drainage structures according to EPL specifications.  RC/PA Comments:			
Cpt654/5 Road (770 m) Contractor Responsibility	Clear, grade and reshape road pavement. Clear up to 3m on either side. Maintain and install drainage structures according to EPL specifications.  RC/PA Comments:			

Cpt654/6 Road (260 m) <i>Contractor Responsibility</i>	Clear, grade and reshape road pavement. Clear up to 3m on either side. Maintain and install drainage structures according to EPL specifications.  <b>RC/PA Comments:</b>			
Crossing C1 – Existing on Cpt654/6 Road (E750252 N5894248) <i>Contractor Responsibility</i>	Unmapped drainage depression. Existing gully stuffer with natural earth over sill logs).  Clear, grade and reshape road and crossing pavement. Brush off vegetation on both sides. Ensure minimum disturbance to the existing sill logs and bed and banks. Install drainage structures according to EPL specification. Seed and mulch disturbed areas as required. Dispose of spoil away from drainage feature.  <b>RC/PA Comments:</b>			
654-3 Road (23 m) <i>Contractor Responsibility</i>	Construct new road with a maximum road prism of 7m. Maximum grade of 5 degrees and maximum side slope of 15 degrees. Install drainage as per EPL.			

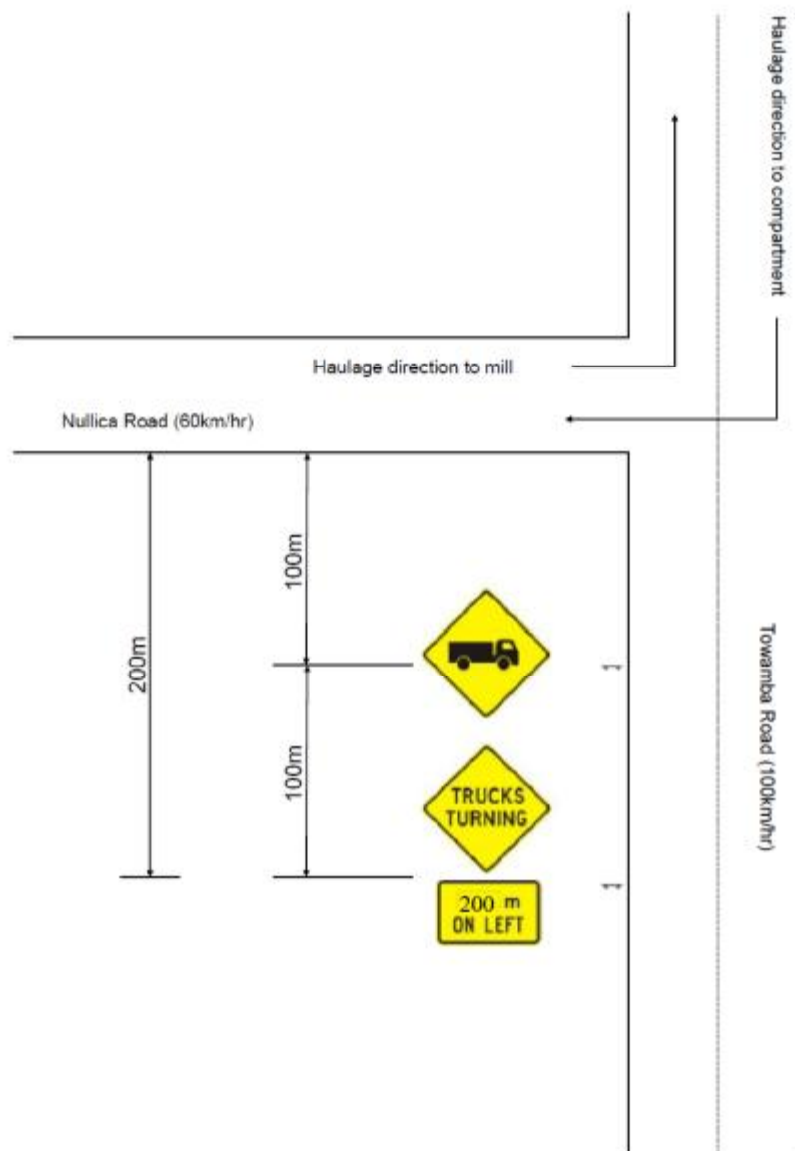
Naturally Occurring Asbestos profile



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**Forestry Corporation NSW TCP195:  
Nullica Road & Towamba Road  
(modified from RTA Traffic Control at Work Site TCP 195)**



**Notes:**

- ① Log Haulage - Intersection of Forestry Corporation NSW Road (Nullica Road) with 100km Shire Road (Towamba Road). Site distance restricted to 90m when travelling in an east/north-easterly direction towards the intersection.

**LONG TERM USE**

ADT < 1500, <20 Truck Movements, Sight Distance Restricted  
Prepared by Melanie Dyne PWZTMP Card No. 49031248 on 12/12/2018  
Review TCP on 12/12/2019

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## Leionema ralstonii profile



### Ralston's Leionema *Leionema ralstonii*

Status: Vulnerable, ROTAP

**Description:** A shrub to up to 1 m tall. Drooping clusters of 4-7 flowers grow at the branch tips, each flower has pale green petals with stamens extending well below them. Blunt tip of leaves have a notch. Flowers mainly in winter.

**Habitat:** Largely confined to dry, rocky habitats. Most likely found in dry shrub communities however can also occur in open forest.

**Distribution:** Endemic to the coastal ranges of south-east NSW between Eden and Pambula

**TSL requirement:** Site specific condition required. Contact Ecologist immediately if found



Photo credit: Murray Fagg (top left), Jess Peterie (bottom left and right)

Information: <http://www.environment.nsw.gov.au/threatenedspeciesApp/profile.aspx?id=10873>

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# *Towamba Public School*

## *Parents and Citizens Association*



President: Jo Richardson  
0424 043 701

Sec. Karen Nelson  
0428 277 929

11 May 2018

To whom it may concern,

I am writing on behalf of the Towamba P&C to acknowledge the importance of the Coast to Kosci Ultramarathon to our school fundraising efforts. Towamba Public School has 20 students currently enrolled. With only 12 school families, fundraising drawn from outside the school community is particularly important and welcomed.

Breakfast catering for the Coast to Kosci Ultramarathon has previously been our major fundraiser for the year, bringing in \$1000 - \$1500 profit. Funding brought in by the P&C is used for additional school resources and to discount excursions to make them accessible and affordable for all families.

The Coast to Kosci is well supported by the wider Towamba community who see the benefit this event has for the school. Not only P&C members, but past Towamba school parents, school staff and other community members have volunteered to help cater this event at the crack of dawn when it ran in previous years. The Coast to Kosci running crews are a pleasure to cater for and being a small part of this event has become more than just about the money it brings in.

For the past five years there has been a monthly community newsletter distributed to every household in the valley – the Talk of Towamba. Having this available to deliver locally topical information such as the C2K upcoming on a certain date is an additional safety measure for this on road event, with locals all made aware in advance to take additional caution.

I would be pleased to see this event run again, and discuss the importance of this event further if additional information is required.

Kind regards,

Stephanie Skelton