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# COMMERCIAL PERMIT APPLICATION

Cockatoo Is WA Pty Ltd

Season  
2020

Document Number CPA20



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## 1. INTRODUCTION

Application for Operations Permits are issued to commercial operators who wish to use the Cockatoo Island to carry out their activities. Operations Permits are seasonal and only apply to commercial operators conducting activities on Cockatoo Island WA.

Cockatoo Is and its management will review each applicant on a case by case basis. Due to the limited resources on Cockatoo Island not all applicants will be successful. Operator found to be not appropriate to the islands operation or offering activities unsuitable for Cockatoo will not be successful in their application.

Fees and charges are applicable for all passengers carried to the island for the period of 2020. See I120, AI20, MI20 for details.

Permit renewals will depend upon compliance with the permit conditions, the Terms & Conditions and Guidelines are met.

The following conditions are specific to Domestic Commercial operators and the standard conditions of permits for commercial operations on Cockatoo Island also form part of these conditions.

In August of 2018, the NK5 Group trading as Cockatoo Is, also received approval from the state government, Dambimangari Aboriginal Corporation and Cockatoo Iron to access the Cockatoo Island airstrip.

## 2. OBLIGATIONS FROM OPERATORS

It should be noted that Cockatoo Is has spent considerable time and resources to ensure that this airstrip and marine infrastructure in the heart of the Buccaneer Archipelago is now open to all operators. However, operators must ensure that they follow the rules and guidelines:

Prior permission is required for all craft landing at Cockatoo Island. This is for the safety of all guests, staff and other users as this is a multi-user facility.

Under no circumstances can an operator use any of the facilities on Cockatoo Island without prior permission of Cockatoo Is. This means, beach access, airfield access, accommodation and or clubhouse.

Cockatoo Is can arrange transport on the island for passengers requiring air, ground and sea connections. This is our preferred option and the most cost effective for all transfers.



### 3. DAMBIMANGARI ABORIGINAL CORPORATION

As part of the application process Cockatoo Is is required to forward all applications to the Dambimangari Aboriginal Corporation for their consideration and review.

### 4. CONDITIONS

#### 4.1. General

1. The permit holder shall indemnify and hold indemnified Cockatoo Is Pty Ltd and its agents and employees against any claim by any person for damage to property or injury to persons arising out of or as a consequence of or incidental to the conduct of the specified activity.
2. The permit holder will in no way hold Cockatoo Is Pty Ltd. responsible for any damage to their property or for any personal injuries to themselves or to any other person associated with them in the specified activity on Cockatoo Island WA
3. The permit holder accepts full responsibility for any damage caused to any property of Cockatoo Is Pty Ltd resulting from the conduct of the specific activity and will affect without delay repairs to such damage to the satisfaction of Cockatoo Is Pty Ltd.
4. The permit holder shall ensure that all persons associated with the specified activity shall comply with the provisions of Cockatoo Island guidebook.
5. The permit holder shall comply with any directions given by an employee of Cockatoo Is Pty Ltd in relation to the activity.
6. It is the responsibility of permit holders to read and understand the information and requirements detailed in the 'Cockatoo Is Pty Ltd Commercial Operator Guidelines'
7. The permit holder must comply with all conditions of this permit. Any non-compliance constitutes a breach of conditions and is grounds for suspension or cancellation of the permit.
8. The permit is not transferrable. Where a permit is cancelled, no refund of the permit fee will apply.

#### 4.2. Special

The permit holder:

- ensures each operation on the island has registered the trip with a completed movement request form via the approved method prior to the vessel / craft landing on the Island. For any vessel / craft observed on the Island and approved, an infringement for this offence will be issued to the skipper of that vessel.
- must ensure that all invoices issued for the payment of movement fees for their registered visits are paid to cockatoo Island Pty Ltd within the specified timeframe.
- acknowledges that all per
- is responsible for the removal of all passengers carried by them onto Cockatoo Island WA
- is responsible for the removal of all waste from Cockatoo Island resulting from their charter.
- must provide copies of their vessel / charter log book on request and keep details of each visit Cockatoo Island including passenger numbers and specific areas of operation.

#### 4.3. Compliance with laws

The operator shall comply with all laws relating to the conduct of the operations, including but not limited to:

- the Act
- the Regulations
- Aboriginal Heritage Act 1972
- the Wildlife Conservation Act 1950
- the Wildlife Conservation Regulations 1970
- any other Act, Regulation or By-laws.

## 4.4. Risk and safety

- The operator agrees to conduct operations entirely at the operator's own risk and the operator shall inform itself, its employees, agents and contractors and passengers in either a written or oral form in a language understood by the passengers regarding the risks and dangers arising from the operations that are likely to be encountered.
- The operator shall carry sufficient portable water for passengers.
- The operator shall carry appropriate safety and first aid equipment at all times
- The operator shall ensure that appropriate risk management systems, strategies and procedures are in place to minimise foreseeable risks to the environment, the operator's employees, agents or contractors and the passengers
- The operator shall ensure that a leader supervises all passengers at all times during the operations and that the supervision of the passengers is reasonable in the circumstances of the passengers' differing levels of fitness, experience and abilities.
- The operator shall not conduct operations unless each group of passengers is accompanied by a leader who holds a current first aid qualification of at least a Level 2 Senior First Aid certificate or equivalent.

## 4.5. Property damage and injury

- The operator shall report full details of any damage to Cockatoo Island property caused by the operator or any of its passengers forty-eight (48) hours of the occurrence of the damage.
- The operator shall report any incident in which the safety of any passengers were at risk, or where emergency services were contacted in the course of conducting operations.
- In the event of any incident occurring involving the operator, the operator's employees or passengers that results in a fatality, or injury to any person that requires medical attention from a doctor, medical facility or hospital, the operator must immediately complete the prescribed commercial operator incident report form within forty eight (48) hours of the incident occurring. If the operator was not present at the time of the incident, the operator shall require each of its employees who were involved in or observed the incident to provide the operator with supporting reports including his own incident report.
- The operator agrees that Cockatoo Is Pty Ltd takes no responsibility or liability for the security, loss, damage or otherwise of any vehicle, vessel, machinery, equipment or other goods or property owned by, or under the control of, the operator or passengers.

## 4.6. Employees, agents and contractors

The operator shall:

- employ or engage only competent and qualified employees, agents and contractors in relation to the operations
- fully inform all employees, agents and contractors employed or engaged in relation to the operations of the terms of the permit and these conditions relevant to the operations and any other conditions or restrictions applied to the permit
- ensure that all employees, agents and contractors employed or engaged in relation to the operations of the permit comply with the terms of the permit, these conditions and any other conditions or restrictions relevant to the operations.
- In accepting the permit, the operator agrees that a breach by any employee, agent or contractor of the operator of any of the terms, conditions or restrictions imposed upon the permit shall constitute a breach by the operator and that the operator shall be vicariously liable for such breaches.

## 4.7. Passengers

- The operator shall ensure all passengers comply with any conditions that affect the activities of passengers
- The operator agrees that a breach by any passenger of any of these conditions constitutes a breach by the operator and that the operator shall be vicariously liable for such breaches.

## 4.8. Access, records and reports

- The operator shall prepare, keep and preserve a full record of operations indicating daily ,the number of passengers and if requested in writing by Cockatoo Is Pty Ltd.
- The operator shall prepare, keep and preserve in a full record of operations indicating on a daily basis the number of passengers carried, along with their names, state or country of origin and telephone or email contact details. Such records must be made available upon request by Cockatoo Is Pty Ltd
- The operator shall immediately report any outbreak of fire in the vicinity of the operator's operations.

## 4.9. Dealings with the Island

The operator shall,

- ensure all rubbish arising from the operations is removed prior to departure from the site of the operations
- ensure vegetation and animals are not damaged or disturbed
- ensure the operations do not disrupt other persons and activities

## 4.10. Publicity and marketing

- The operator shall not promote the operations or display any other advertising material without the prior written consent of Cockatoo Is Pty Ltd
- If any document used by the operator in the promotion or marketing of the operations
- is inappropriate or is in any way inconsistent with the terms of the permit, Cockatoo Is Pty Ltd may direct the operator to cease using such document.

## 4.11. Indemnity

The operator agrees to indemnify the Cockatoo Is from and against liability for all actions suits, demands, costs, losses, damages and expenses (claims) (e.g. search and rescue costs) which may be brought against or made upon the Cockatoo Is Pty Ltd caused by or arising in any way out of the conduct of:

- the operator
- the operator's employees, agents or contractors
- the passengers,
- in relation to the operator's operations.

## 4.12. Insurance

- The operator shall at all times during the period of the permit maintain a policy of public liability insurance, that covers the areas and operations allowed under the permit, in the name of the operator to the extent of its rights and interests for a sum
- of not less than \$20 million per event.
- The operator shall provide Cockatoo Is Pty Ltd proof of the existence and currency of such insurance policy whenever requested during the term of the permit.
- The operator shall pay all premiums of the public liability insurance policy when they are due, comply with all of the terms of that policy and shall make the insurer aware of the
- permit, these conditions and the indemnity given to Cockatoo Is Pty Ltd.



### 4.13. Notice of default

- If the operator fails to comply with any of these conditions or any other condition of the permit, the management of Cockatoo Is Pty Ltd may by notice to the operator require the operator to remedy such failure within a reasonable time.
- If the operator fails to comply with the notice within the time specified, Cockatoo Is Pty Ltd may immediately cancel or suspend the permit.
- Any notice to the operator shall be in writing and may be served upon the operator by addressing it to the operator and sending it by email or post.

### 4.14. Rights reserved

- Without limiting the rights of Cockatoo Is Pty Ltd, we reserve the right to suspend, cancel or refuse to renew the permit
- The expiry, cancellation or termination of the permit from a breach by the operator does not affect any rights in relation to the operator as a result of anything occurred prior to the expiry, cancellation or termination of the permit. Cockatoo Is Pty Ltd reserves the right to add to, cancel, suspend and otherwise vary the terms and conditions of the permit at any time

### 4.15. Limitation of Permit

The operator acknowledges and accepts that:

- the permit does not give the operator exclusive rights to access Cockatoo Island or exclusive rights to conduct the operations

### 4.16. No assignment or transfer

The operator shall not:

- sell, transfer, assign, mortgage, charge or otherwise dispose of or deal with any of its rights or obligations under the permit
- subcontract the operations.
- If the operator is a corporation the operator is taken to have transferred the permit if:
  - anything occurs, the effect of which is to transfer, directly or indirectly, the management or control of the operator to another person
  - if there is a change of shareholding of the operator of more than 25 per cent
  - of the issued shares of the operator.

*I hereby confirm that I have read and agree to the terms and conditions stated in document number CPA20 and other relevant documents including, but not limited to MI20, AI20, II20.*

Name: \_\_\_\_\_

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_



## 5. APPLICATION FORM

Submit this application with current copies of all relevant supportive information.

By signing this application you accept all rules and conditions as laid out in associated documents I120, MI20, AI20.

Please allow up to 30 days processing time for this application. Refer appendix C for applicable fees.

**NAME OF APPLICANT** (Person/Company/Incorporated Body Only) \_\_\_\_\_

*Note: The application must be made by one person or company proposing to undertake the activity for which permission is sought. The application cannot be made using a trading/business name.*

If the application is by a company, please provide the Australian Company Number (ACN) \_\_\_\_\_

Name and address of directors and secretaries \_\_\_\_\_

\_\_\_\_\_

**ALL APPLICANTS:** please provide the Australian Business Number (ABN) \_\_\_\_\_

**TRADING/BUSINESS NAME:** \_\_\_\_\_

**REGISTERED ADDRESS:** \_\_\_\_\_

\_\_\_\_\_ Postcode \_\_\_\_\_

Phone \_\_\_\_\_ Mobile \_\_\_\_\_

Email \_\_\_\_\_ Website \_\_\_\_\_

### DETAILS OF NOMINATED ACTIVITY / TOUR

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**APPROX PAX PER MONTH** \_\_\_\_\_

**Name and signature of authorised applicant** \_\_\_\_\_ **Date** \_\_\_\_\_





## 6. APPLICATION FEE PAYMENT

The application fee of \$287 + GST, is non-refundable, a receipt of payment must be supplied with your application for processing.

### CREDIT CARD INFORMATION

Credit Card Type:  MasterCard  Visa  American Express  Discover Card

Number: \_\_\_\_\_

Expiration Month: \_\_\_\_\_ Expiration Year: \_\_\_\_\_

Cardholder Signature X \_\_\_\_\_ Date \_\_\_ / \_\_\_ / \_\_\_

Security Code: \_\_\_\_\_

Cheque payable: Cockatoo Is Pty Ltd  
30 Coolgardie Street  
WEST PERTH WA 6005

## 7. MUST BE SUBMITTED WITH APPLICATION

- Attached copy of Company Registration
- Attached copy of current Insurance Certificates of Currency
- Attached copy of current registrations / licences / permits.

## 8. HELP SUPPORT YOUR APPLICATION

- Example of Brochures
- Tour Schedules
- Operational information
- Accreditations / Certificates