



## APPLICATION FOR APPROVAL TO PROVIDE FIREFIGHTING OR RESCUE SERVICES IN THE ACT

Section 61 of the *Emergencies Act 2004*

### TO BE COMPLETED BY APPLICANT

<b>INDIVIDUAL / COMPANY NAME</b>	
<b>CONTACT PERSON</b>	
<b>POSTAL ADDRESS</b>	
<b>EMAIL ADDRESS</b>	
<b>MOBILE NUMBER</b>	
<b>B/H PHONE NUMBER</b>	
<b>FAX NUMBER</b>	
<b>DATE OF APPLICATION</b>	

### APPLICATION IS MADE FOR APPROVAL TO PROVIDE (SELECT ALL THAT APPLY):

- Firefighting services for the protection of life, property and the environment within a specified precinct other than structure, grass or bush fires, or HAZMAT incidents.
- Firefighting services for the protection of life, property and the environment within a specified precinct including structure, grass or bush fires, including minor HAZMAT incidents that do not pose a substantial risk of death, serious harm or significant damage to property or the environment.
- Rescue services within a specified precinct.

### THIS APPLICATION MUST BE ACCOMPANIED BY THE PRESCRIBED FEE.

**NOTE:** The Emergency Services Agency may require an applicant to provide further information or documents to decide the application.

## A. Definitions for this application:

**Applicant** – means the person applying, under section 61 of the *Emergencies Act 2004*, for Approval as a Provider of the Approved Services.

**Approval** – means the approval granted to the Provider by the Minister under section 62 of the *Emergencies Act 2004*.

**Approved Services** – means the firefighting or rescue services to be provided under the Approval.

**Clearly distinguishable** – means, for clauses C13 and C14, that PPE, Official Clothing and Official Vehicles are marked, badged, labelled, coloured and presented in such a way that it is clearly evident that the PPE, Official Clothing and Official Vehicles are not those of the ESA or any of the ACT emergency services.

**ESA** – means the ACT Emergency Services Agency and, where the context permits or requires, includes any or all of the emergency services established under the *Emergencies Act 2004*.

**ESA Contact Officer** – is the person nominated in writing by the ESA to the Provider as the primary contact between the ESA and the Provider.

**Event** – includes any private function, public entertainment, public meeting or any other activity where the Applicant provides the services for which Approval is provided.

**Event Precinct** – means a specific area or zone of operations where the Event associated with the provision of the Approved services will be conducted.

**Official Clothing** – includes any specifically coloured, marked or badged clothing directly utilised by the Provider in delivering the Approved Services.

**Official Vehicle** – includes any specifically coloured, marked or badged vehicle directly utilised by the provider in delivering the Approved Services.

**PPE** – means personal protective equipment.

**Provider** – means the applicant for Approval, being the person or organisation that will conduct or manage the Approved Services and, where the context permits or requires, includes an employee, servant or agent of the Provider.

**public entertainment** – includes an exhibition, performance, lecture, game or sport to which the public has access whether or not by payment.

## B. Particulars of the Provider and its activities:

1. The details of Applicant are provided in Schedule A.
2. The services for which the Applicant seeks approval are set out in Schedule B. The Applicant must provide sufficient detail of the proposed scope and extent of the firefighting or rescue services that approval is sought for within the relevant area.
3. Details about the personnel employed or used by the Applicant, demonstrating its capability to deliver approved services in accordance with Australian or industry standards relevant to those services, are set out in Schedule C.
4. Details of PPE and Official Clothing to be used by the Applicant are set out in Schedule D.
5. Details of Official Vehicles and equipment to be used by the Applicant are set out in Schedule E.

6. Details of the Applicant's arrangements for structure and communications, including chain of command, are set out in Attachment A.
7. The Applicant's proposed Code of Conduct is set out in Attachment 2.

### **C. General Conditions:**

1. The Applicant acknowledges that, if an Approval is granted, it will be subject to the General Conditions specified below and any Special Conditions that may be imposed by the Minister.
2. The Provider may make written application to the Minister to amend an Approval for services previously approved. The Minister may, after consulting with the Commissioner, amend the Approval.
3. The Approval may be revoked without notice if the Provider fails to comply with any of the conditions of the Approval.

Notes: 1. It is an offence under section 63 (1) of the *Emergencies Act 2004* to provide emergency, ambulance, firefighting or rescue services without Approval.  
2. It is an offence under section 63 (2) of the Act, if an Approval has been granted, to provide emergency, ambulance, firefighting or rescue services that are not approved.

4. The Provider must ensure that all employees, servants and agents of the Provider agree to be bound by, and comply with, the terms of the approval.
5. The Provider must at all times conduct any Approved Services in accordance with the Approval. In particular, under no circumstances is the Provider to attempt to provide any services outside the Precinct specified in the Approval.
6. The Provider must cooperate with the ESA in the provision of the Approved Services, including cooperation at fire and rescue incidents, incident notification handover and other activities that may be related to the Approved Services.
7. Should an incident occur that requires an increased level of ESA response the Provider must comply with the directions of the ESA, both in providing the Approved Services and in assisting ESA personnel as instructed for the protection of life, property and the environment.
8. The Providers staff present at an incident must make their presence known to ESA officers.
9. The Provider must appoint, and submit to ACTF&R details of, a person in the employment of the Provider to be its "Chief" or his or her "Deputy" for the duration of the event or shift. Any dispute arising from an incident involving ACTF&R and the Provider must be forwarded to ACTF&R Contact Officer for review and resolution. A meeting between ACTF&R and the Provider will be organised to discuss issues under dispute, and to resolve any disagreement relating to incident management and or areas of responsibility.
10. The Provider must at all times comply with all Australian and industry standards relevant to the provision of the approved services. This includes the requirements that:
  - a) all persons performing functions on behalf of the Provider must be appropriately qualified and experienced to provide the Approved Services; and
  - b) the Provider must ensure that its employees, servants and agents comply with all legislation relevant to the Approved Services being provided.
11. The Provider must, in Schedule C, furnish details of relevant training or education, certifications and levels of experience for all people engaged as employees, servants or agents of the Provider.
12. The Provider must ensure that the PPE and Official Clothing specified in Schedule D, or as otherwise required by the Approval, are available and used at all times by persons performing the Approved Services.

13. Only the PPE, Official Clothing, Official Vehicles and equipment specified in Schedule D and Schedule E, or otherwise required by the Approval, may be used in the performance of the Approved Services. Any Official Clothing or PPE worn by an employee, servant or agent of the Provider must clearly identify the wearer as an employee, servant or agent of the Provider and must be clearly distinguishable from Official Clothing or PPE worn by employees of ACTF&R and the ESA.
14. Any Official Vehicle used by the Provider must be clearly marked to identify the vehicle as belonging to the Provider and must be clearly distinguishable from official vehicles used by ACTF&R and the ESA. If approved, audible or visual warning devices fitted to an Official Vehicle may only be operated in accordance with the Australian Road Rules and any other conditions imposed by the Minister. Visual warning devices fitted to an Official Vehicle must not be of a red or blue colour.
15. The Provider acknowledges that it is not an “emergency service” for the purposes of the *Emergencies Act 2004*. Therefore, the Provider:
  - a) must not represent to any person that it is an emergency service for the purposes of that Act, or that it is empowered to do any thing that is not expressly permitted by the Approval; and
  - b) must not perform, in an emergency or otherwise, the functions of an emergency service, except as expressly permitted by the Approval, or as directed by the ESA or a member of any of its emergency services.
16. The Provider must not display details, logos or symbols of any sponsor of the Provider, which would bring into disrepute the good name of either the ESA or the Provider. There should be no association with the following products or services unless a positive, socially responsible theme or health message is to be promoted:
  - a) tobacco;
  - b) alcohol;
  - c) the sex industry; or
  - d) sponsors who could involve the ESA or the Provider in controversy or expose either party to adverse criticism.
17. The Provider must, maintain an accurate record of any Approved Services provided under this Approval . Any record created in the provision of the Approved Services is to be maintained by the Provider and provided to the ACTF&R upon request.
18. The Provider must develop a Provider’s Code of Conduct, which is agreed to by all of its employees, servants and agents, and must ensure that it is complied with at all times. The Provider’s Code of Conduct is to be provided in Schedule 2 and must meet the minimum requirements set out in that schedule.
19. The Provider hereby releases and indemnifies the ESA, its employees, servants and agents from and against all damages, costs, expenses, loss or damage which they may incur or sustain and all actions, proceedings, claims and demands whatsoever which may be brought or made against them by any person, in respect of or by reason of or arising from:
  - a) the provision, by or on behalf of the Provider, of the Approved Services;
  - b) any negligence or other wrongful act or omission of the Provider or its employees, servants or agents, or of any other persons for whose acts or omissions the Provider is vicariously liable;
  - c) any negligence or other wrongful act or omission of the Provider’s visitors, invitees or licensees;
  - d) death, injury, loss of or damage to the Provider or its other employees, agents, sub-contractors, invitees, licensees or visitors; or
  - e) any breach by the Provider of the Approval.
20. The Provider will maintain a Public Liability policy of insurance of not less than \$10,000,000 that notes the ACT Government as an interested party, and covers the Provider and the ACT Government in respect of any claim arising from or related to the provision of the approved services.
21. If the Provider is providing first aid as part of the Approved Services, the Provider will maintain a Medical Liability and Indemnity policy of insurance of not less than \$20,000,000, which notes the ACT Government as an interested party and covers the Provider and the ACT Government in respect of any claim arising from or related to the provision of the approved services.

22. The ESA will require the Provider to provide proof that the policies of insurance required by the approval have been effected and maintained. The Minister may terminate the approval if the Provider does not comply with this clause.
23. In the event of any dispute between the Provider and the ESA in relation to the administration of the approval, the Provider must initially contact the ACTF&R Contact officer.
24. It remains the responsibility of the Provider in conjunction with the event/activity organiser/sat which the Approved Services are provided to ensure that adequate and appropriate firefighting and/or rescue equipment is available for all activities associated with the event. In addition, at all times sufficient qualified personnel must be available to access and effectively use the equipment.

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The Provider declares that the information given in this application and its schedules and attachments is true and complete.

Signature/s .....

If a company or delegate  
of a body corporate,  
capacity/authority .....

Date: .....

**SCHEDULE A**

**DETAILS OF APPLICANT (*complete as applicable*)**

Name of Applicant: .....

Trading as: .....

Registered Trading Name and Address: .....

.....

Address for  
correspondence/service: .....

Places registered:  
(States, Territories) .....

Contact person: .....

Address: .....

.....

Phone: (w): ..... (mob): .....

Email: .....















**ATTACHMENT 1**

**DETAILS OF THE PROVIDER'S STRUCTURE FOR COMMUNICATIONS, COORDINATION AND CHAIN OF COMMAND (CLAUSE B6)**

*(to be completed by the Provider – include communication strategy and contact numbers)*

## **ATTACHMENT 2**

### **PROVIDER'S CODE OF CONDUCT (CLAUSE C18)**

*(The following minimum standards are provided to enable Applicants to develop their own Code of Conduct applicable to the approved services. A copy of the Provider's proposed Code of Conduct is to be furnished with the completed application)*

#### **MINIMUM STANDARDS FOR PROVIDER'S CODE OF CONDUCT**

The Provider's Code of Conduct should include the following obligations for the employees, servants and agents of the Provider.

- no person acting on behalf of the Provider at an event is to operate on public roads other than in accordance with the Provider's approval;
- employees, servants and agents acting on behalf of the Provider must maintain a courteous and professional approach at all times, whether or not attending at an incident;
- employees, servants and agents acting on behalf of the Provider must not consume, or be under the influence of, alcohol or other intoxicating substance whilst on duty or wearing Official Clothing or PPE;
- employees, servants and agents acting on behalf of the Provider must follow any lawful direction of any ACT Fire and Rescue officer or a member of an ACT Emergency Service whilst attending at an event for the Provider;
- employees, servants and agents acting on behalf of the Provider must cooperate with all civil authorities at all times; and
- employees, servants and agents acting on behalf of the Provider must perform their duties with diligence and care, having regard to public safety and morality.