Schedule 5 – Health & Safety Requirements

1. Purpose

This Schedule sets out the minimum health and safety requirements applying to fishing activities at the lake at Lake View Bereavement Centre.

The Licensee shall manage its fishing activities safely and shall take reasonable steps to protect its members, guests, Council employees, contractors, visitors and other authorised users of the site.

The Licensee shall comply with all applicable health and safety legislation, these Heads of Terms, any subsequent formal Licence and any reasonable site-specific safety requirements notified by the Licensor.

2. Risk Assessment

Before fishing activities commence, the Licensee shall provide the Licensor with a suitable and sufficient risk assessment covering its use of the lake and associated areas.

The risk assessment shall include, where applicable:

- fishing activities;
- access to and from approved fishing positions;
- water safety;
- slips, trips and falls;
- banks, paths and uneven ground;
- adverse weather conditions;
- lone fishing;
- use of fishing equipment;
- interaction with other site users;
- emergency arrangements; and
- any other significant hazards associated with the Licensee's activities.

The risk assessment shall be reviewed at least annually and following any significant incident or material change affecting the fishing activities.

3. Water Safety

The Licensee shall ensure that its members and approved guests are made aware of the risks associated with fishing adjacent to open water.

Fishing shall only take place from the approved fishing positions or areas identified by the Licensor.

Members shall not enter the water except where specifically authorised by the Licensor.

The Licensee shall comply with any additional water safety measures reasonably required by the Licensor following risk assessment or inspection.

4. Emergency Arrangements

The Licensee shall establish appropriate emergency arrangements for its fishing activities.

These shall include:

- arrangements for contacting the emergency services;
- identification of the location to be provided to emergency responders;
- arrangements for obtaining assistance in the event of an accident or emergency;
- procedures for responding to a person entering the water; and
- arrangements for notifying the Licensor of a serious incident.

Emergency access routes must be kept clear at all times.

5. First Aid

The Licensee shall ensure that suitable first aid arrangements are available during organised fishing activities.

Members shall be informed of the applicable first aid and emergency arrangements.

Any first aid equipment provided by the Licensee shall be appropriately maintained and readily accessible during fishing activities.

6. Accidents, Incidents and Near Misses

Any accident, incident or near miss occurring in connection with the Licensee's activities within the **Licensed Area** shall be reported to the Licensor **within 24 hours**, in accordance with the requirements of the Heads of Terms.

The Licensee shall cooperate with any subsequent investigation undertaken by the Licensor and shall implement any reasonable remedial actions for which it is responsible.

Serious incidents requiring immediate attention shall be reported to the appropriate emergency service where necessary and notified to the Licensor as soon as reasonably practicable.

7. Access, Fishing Positions and Site Conditions

The Licensee and its members shall use only the authorised access routes, parking areas and fishing positions identified by the Licensor.

Members shall not:

- create or enlarge fishing positions;
- alter lake banks, paths or access routes;
- obstruct emergency or operational access;
- install platforms, structures or other equipment without prior written consent; or
- access an area that has been closed or restricted by the Licensor.

Any unsafe fishing position, damaged path, unstable bank, fallen or unsafe tree, flooding or other significant safety hazard identified by the Licensee shall be promptly reported to the Licensor.

8. Temporary Closure and Restrictions

The Licensor may temporarily close or restrict access to any fishing position or area where reasonably required for health and safety, environmental, maintenance or operational reasons.

The Licensee shall ensure that its members and guests comply with any closure, restriction or safety instruction issued by the Licensor.

9. Equipment

The Licensee shall ensure that fishing equipment used by its members does not create an unreasonable risk to other people or damage the **Licensed Area**.

Equipment shall not be left unattended in access routes, footpaths or other locations where it could create a trip hazard or obstruct other site users.

All equipment and materials shall be removed following use unless otherwise agreed in writing with the Licensor.

10. Members and Guests

The Licensee shall ensure that its members and any permitted guests are made aware of:

- approved fishing areas and positions;
- access and parking arrangements;
- relevant site rules;

- water safety requirements;
- emergency arrangements;
- incident reporting requirements; and
- any temporary restrictions notified by the Licensor.

The Licensee shall be responsible for managing compliance with these requirements by its members and approved guests.

11. Inspections and Cooperation

The Licensee shall cooperate with reasonable health and safety inspections undertaken by the Licensor or its authorised representatives.

Where an inspection or risk assessment identifies a safety concern relating to the Licensee's activities, the Licensee shall undertake any remedial action for which it is responsible within a timescale agreed with the Licensor.

12. Review

These requirements may be reviewed where:

- an accident, incident or near miss identifies a need for additional controls;
- the use or condition of the lake or surrounding areas changes;
- a risk assessment or inspection identifies additional hazards; or
- changes to legislation or relevant safety requirements make a review necessary.

Any material changes to this Schedule shall be agreed or notified in accordance with these Heads of Terms and any subsequent formal Licence.