



[Date]

Person
Title
Company
Trading Name
Address 1
Address 2

Dear Person

SUPPLEMENTARY AERIAL SEARCH AND RESCUE SERVICES

On behalf of the **AUSTRALIAN MARITIME SAFETY AUTHORITY** (“**AMSA**” or “**us**”) and in accordance with the terms set out in this letter, I confirm the selection of _____ **PTY Ltd ABN** _____ (“**you**”) for inclusion on the multi-use list that AMSA has established for the provision of opportunity based search and rescue services (“**MUL**”) as a potential provider of supplementary aerial search and rescue services as described in **Item 1** of the **Schedule** (the “**Services**”).

I am now pleased to offer to include you on the AMSA database of search and rescue contractors (“**Database**”), as a Supplementary Search and Rescue Unit.

If you wish to be added to the Database and you accept the terms set out in this letter, please sign the attached duplicate copy of this letter and return it to us. If you are then engaged to provide Services, you will perform them on the terms set out in this letter.

You agree to notify AMSA of any changes to the details you have provided AMSA. AMSA may select any operator from the Database for the performance of any particular task. You acknowledge that AMSA cannot predict the amount of Services (if any) you may be asked to perform.

Subject to the other terms of this letter, you will remain on the Database until 5 years from commencement.

If requested to perform Services, you must promptly advise AMSA if you are able to accept the task. If you accept the task, you must perform the Services in accordance with any requirements set out in **Item 1** of the **Schedule**, in accordance with any general or special instructions from AMSA and to a quality and standard equivalent to that provided by a competent and experienced aircraft operator.



Quality
Endorsed
Company



Environmental
Management



Occupational
Health & Safety

If you perform Services in accordance with these terms, we will pay you in accordance with **Item 2** of the **Schedule**. You should invoice AMSA on completion of the task. All invoices must be a "Tax Invoice" as defined in the Australian Taxation Legislation and must show:

- the applicable AMSA incident number;
- the amount for payment and the details needed to verify that amount (you must either identify the GST separately or state that the price is GST inclusive);
- your ABN; and
- any other information reasonably required by us.

We will pay invoices we accept within 30 days of receipt. Please ensure that the Tax Invoice is addressed to the Australian Maritime Safety Authority Finance Section, GPO Box 2181, Canberra, ACT 2601.

You must not provide material or information provided to you by AMSA in connection with the Services to any other person unless otherwise agreed by AMSA. You must not discuss the performance of the Services with the media or other persons unless approved by AMSA.

These restrictions will continue to apply even if you are removed from the Database.

This provisions set out in this letter may only be varied by written agreement between you and us.

We may immediately remove you from the Database if:

- (a) you do not comply with the terms of this letter and you do not remedy the breach within 14 days of receiving a notice from us requiring you to remedy the breach;
- (b) any necessary certificate, licence, approval or qualification you hold to perform Services is suspended or cancelled; or
- (c) you are removed from the MUL.

We may remove you from the Database, without having or giving you any reason, by giving you 30 days' notice. You may request that we remove you from the Database and we will comply with such request.

We will not be liable for any damages or loss of profit suffered by you because of your removal from the Database.

You must provide and maintain a suitable and reliable communications system that allows activation of the service by AMSA's Rescue Coordination Centre (RCC) 24 hours per day.

You must maintain any approvals and insurances specified in **Item 3** of the **Schedule** during the period in which you are listed on the Database. You must give us evidence of the insurances when we request it.

Within one year of the commencement of this contract and working in conjunction with AMSA, obtain to the satisfaction of AMSA, an AOC endorsement for search and rescue services.

You must maintain proper business and accounting records relating to the supply of the Services and let us or our authorised representative inspect those records when requested.

You must comply with, and ensure that anyone who assists you complies with, all applicable health, safety, security and other office policies or regulations (including the smoke free work place policy) while on our premises.

If we request it, you must let us inspect any premises where aircraft used to perform the Services are housed and inspect any equipment or documents used in the performance of the Services.

We will not be responsible for any liability, loss, damage, injury, cost, or penalty incurred by you, or a person who assists you, or any other person, or any loss, damage or destruction to, or any loss of use of, or other liability in respect of, any property or equipment owned by you or any other person in connection with the performance of Services.

You will indemnify us, and keep us indemnified, against any liability, loss, damage, injury, cost or penalty, of any kind whatsoever, which may be incurred by us in connection with your performance or wrongful performance of Services.

We will indemnify you, and keep you indemnified, against any liability, loss, damage, injury, cost or penalty, of any kind whatsoever, related to the performance of the Services which may be incurred by you as a consequence of the negligent or wrongful act or omission of AMSA or its personnel or agents.

This arrangement will be governed by the laws of the Australian Capital Territory and by accepting this offer you submit to the exclusive jurisdiction of that Territory's courts. You must also ensure that you comply with the laws from time to time in force in any State or Territory in which the Services are provided.

Your inclusion on the Database is personal to your company and may not be assigned or novated. You may not engage subcontractors to perform Services without our written consent.

You must not represent yourself as being an employee, agent, or partner of AMSA.

Any formal notification in respect of this arrangement must be in writing and be hand delivered, posted or faxed to the address of that party given in **Item 4** of the **Schedule** (or another address as specified by that party from time to time).

The person named in **Item 5** of the **Schedule** is our Contract Manager. You will take directions on the contract from the Contract Manager or that person's nominee.

Please indicate your acceptance of these terms by signing and returning the **attached** copy of this letter. The person signing must be a director, general manager or a principal of your firm.

SCHEDULE**Item 1: Description of Services:**

The provision, where requested by AMSA and agreed by you, of aircraft and crew for the purpose of conducting aerial searches. Where Services are to be performed, that must be done at the times and in the manner requested by AMSA. The pilot-in-command will be briefed on the required Search and Rescue (“**SAR**”) task by AMSA. The aircraft must carry any observers nominated by AMSA. The pilot must provide a prompt debrief to AMSA upon completion of the task. All SAR operations will be conducted in accordance with applicable legislation, CASA regulations and AMSA’s general and specific instructions.

Item 2: Payment Amount and details:

The Amount of pay is to be calculated in accordance with the following:

Amount = Hours x Hourly Rate

Hours = Each hour, measured from engine(s) on to engine(s) off, that the aircraft is being used to perform Services.

Hourly Rate, exclusive of GST =

1.	VH-	\$	/hr
2.	VH-	\$	/hr
3.	VH-	\$	/hr
4.	VH-	\$	/hr
5.	VH-	\$	/hr
6.	VH-	\$	/hr
7.	VH-	\$	/hr
8.	VH-	\$	/hr
9.	VH-	\$	/hr
10.	VH-	\$	/hr

The Hourly Rate is the total amount payable per hour for performance of the Services and covers any and all charges including the costs of crew, airways charges, navigation charges, en-route charges, landing charges, maintenance and fuel.

The Hourly Rates identified above are fixed for the initial 12 months period from the date that you execute the duplicate of this letter. After the expiry of the initial 12 month period, you may seek an increase to your rates. AMSA may, at its discretion, either accept or reject any increase that you have sought.

If the aircraft is required to operate away from its home airport, AMSA will pay reasonable expenses including crew accommodation and crew meal expenses.

AMSA will also meet reasonable fees and expenses that you incur as a result of your participation in training sessions that you attended at AMSA's request or invitation.

You must provide substantiation for all expenses for which you seek to be reimbursed.

Item 3: Required Approvals and Insurances:

You must obtain and maintain an Air Operator's Certificate (AOC). You must also obtain and maintain any insurance required by law or deemed necessary by the Civil Aviation Safety Authority ("**CASA**"). You must, if required, provide AMSA with evidence of the AOC and the insurance maintained. You must also obtain and maintain appropriate public liability and workers' compensation insurances.

Item 4: Addresses:

US

Manager SAR Resources and Training
Australian Maritime Safety Authority
GPO Box 2181
Canberra ACT 2601

YOU

Title
Company
Address 1
Address 2

Item 5: Contract Manager:

Manager SAR Resources and Training

Yours sincerely,

Neil Ada
Manager, SAR Resources and Training
For and on behalf of **AMSA**

The above contract terms and conditions are accepted by [Insert Company Name & Trading Name].

Signed _____

Name _____

Date: _____