

Estate and Infrastructure Group Central & West Range & Training Area Management—WA Leeuwin Barracks EAST FREMANTLE WA 6158

### YAMPI SOUND TRAINING AREA

## **GENERAL ACCESS REQUEST**

- 1. All access to the Yampi Sound Training Area (YSTA) is to be authorised by the Regional Training Area Manager Western Australia (RTAM-WA). All personnel accessing YSTA are to comply with YSTA Range Standing Orders; and the safety instructions and conditions of entry detailed below.
- 2. The Range and Training Area Management (RTAM) staff requires a minimum of seven (7) days notice for general access. Users are to complete the formal booking process utilising either the DRN Defweb hosted Training Area Safety & Management Information System (TASMIS) or, for non-Military use, this access request form. Access requests must be lodged with RTAM-WA at Leeuwin Barracks, East Fremantle, WA, 6158; or <a href="mailto:jeffrey.robinson2@defence.gov.au">jeffrey.robinson2@defence.gov.au</a>.

**Booking request details:** (if insufficient space, please submit all details in separate document).

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# **REQUIREMENTS FOR VISITORS**

### Introduction

3. Under Commonwealth legislation, YSTA is declared as a Defence Practice Area (DPA) for the conduct of military manoeuvre training and the live firing of explosive munitions. The RTAM-WA has authority to control and limit access, activities and movement onto and through the Training Area.

# Access approval

- 4. The RTAM-WA is located at Leeuwin Barracks, East Fremantle and is the only approving authority for access onto YSTA. The YSTA Caretaker or any other person cannot give approval for entry.
- 5. RTAM staff will advise the YSTA Caretaker of persons authorised to enter and any applicable conditions and restrictions.

## **Access briefing**

- 6. The access brief is the General Restrictions and any Special Conditions and Restrictions that apply to the approved activity.
- 7. Signing this form is the written acknowledgment that you understand and will comply with these conditions of entry onto YSTA.

#### **General restrictions**

- 8. The general restrictions are listed below. Other conditions or restrictions may apply from time to time and will be briefed separately if required.
- 9. **UXO/MEO** (**DO NOT TOUCH**). Personnel on YSTA may encounter Unexploded Ordnance (UXO) or Malfunctioned Explosive Ordnance (MEO). When encountered UXO/MEO must not be approached, touched or moved. All UXO/MEO found are to be safely marked and reported to the RTAM-WA (through the Caretaker).
- 10. **Stock.** Avoid stock and do not in any way injure, disturb or frighten stock (*vital when traversing via MEDA STATION Gibb River Rd to YSTA gate*).
- 11. **Gates.** Leave gates open or closed as they were found.
- 12. **Rubbish.** Do not litter or bury rubbish. Carry all rubbish out with you and dispose of off-site.
- 13. **Washing.** Do not use soap or detergents near waterholes, streams or rivers.
- 14. **Toilets.** As a minimum, bury and cover all human waste at a depth of 30cm and at least 200m from waterholes, stream and river.
- 15. **Routes.** The only access into YSTA is along a rough, third class dirt track via MEDA STATION, off the Gibb River Rd.

- 16. **Speed limits.** The following speed limits apply on YSTA:
  - a. Main access track -40 kph;
  - b. All other tracks on YSTA -30 kph; and
  - c. Kimbolton area 10 kph.
- 17. **Safety Communications.** All persons entering the YSTA are to carry a reliable form of communications that will enable them to maintain communications with RTAM-WA or the Caretaker. This may be achieved by satellite phone or, if available, a Range Safety radio issued by RTAM-WA. Personnel are to confirm their method of communication with RTAM-WA before entering YSTA.
- 18. **Contact caretaker.** All visitors must contact the Caretaker immediately prior to entry and on departing YSTA. The Caretaker is located at KIMBOLTON STATION Ph: (08) 9191 1974. Periodic contact may be required during visits.
- 19. **Firearms and weapons.** Firearms or weapons are not to be taken onto YSTA without specific approval from the RTAM-WA.
- 20. **Fire.** Fire is a serious threat to property. Cooking fires are permitted subject to DFES and Defence environmental restrictions. Fires are not to be left unattended and are to be completely extinguished with water prior to departing the campsite.
- 21. **Crocodiles.** Estuarine crocodiles are an ever-present threat in and around water bodies on YSTA. Crocodiles can travel significant distances over land and may be present inland or at high country water bodies.
- 22. **Snakes.** All personnel are to carry and be familiar with appropriate snakebite treatment and equipment.
- 23. **Mobility.** All vehicles are to be registered, appropriately equipped and maintained for safe operation off-roads. Appropriate tools and vehicle spares are to be carried. Two spare tyres are considered a minimum.
- 24. **Emergency food and water.** A minimum of 72 hrs emergency water and food is to be carried for each person.
- 25. **Reporting.** Immediately report any broken fencing, gates and equipment and any occurrences of injured wildlife.
- 26. **Weeds.** The movement of weeds, their seeds and burrs around YSTA or through neighbouring properties is to be avoided.
- 27. Sacred Sites and Aboriginal archaeological places and objects. These sites are classified as RESTRICTED AREAS and are to be avoided. If new sites are located, they are to be reported to the Caretaker.

# **Public liability**

28. A corporate body or organisation is to supply a copy of their Public Liability Insurance to RTAM-WA prior to entering YSTA. A person approved to enter YSTA is to:

- a. comply with the terms of the approval, and all directions given by the Commonwealth concerning access to YSTA (whether given at or after the time of giving the approval), directions may include remaining within the area approved for access, leaving that area or YSTA (eg for health or safety reasons), and restricting the lighting of fires;
- b. not use any route, other than the route approved by the Commonwealth;
- c. not carry or use firearms without the express approval of the Commonwealth; and
- d. give the Commonwealth written acknowledgment of the release and indemnity referred to within this document.

# **Indemnity**

- 29. Entry onto, access and presence on Yampi Sound Training Area shall be entirely at own risk and the signatories to this access request agree to release and forever quit any claim against the Commonwealth, its employees, servants or agents for any action, suit, cause of action, costs and demands whatsoever both at law or in equity or arising under the provisions of any statute which may otherwise have arising from the use of, access to or presence at Yampi Sound Training Area in any manner whatsoever, including any such action, suit, cause of action, costs or demands arising from the negligence, deliberate act or omission of the Commonwealth, its employees, servants or agents.
- 30. The signatories, by signing overleaf, will keep the Commonwealth, its employees, servants and agents harmless and indemnified against all manner of actions, suits, causes of action, costs (including legal costs on a solicitor and client basis) and demands whatsoever both at law or in equity or arising under the provisions of any statute which any third party may have against the Commonwealth arising out or in any way in connection with my/our access to, use of and presence at Yampi Sound Facility Training Area. The signatories agree and accept that the indemnity herein extends to any such actions, suits, causes of actions, costs and demands contributed to by the negligence, deliberate act or omission of the Commonwealth, its employees, servants or agents.
- 31. The signatories also confirm that they hold, or are party to current public liability insurance in the sum of \$10,000,000 (Ten million dollars) (or for the amount as specified) in the names of Yampi Sound Training Area and the Commonwealth or, where that is not possible, noting the interest of the Commonwealth on the policy, and if requested will provide the Commonwealth with proof of currency.

# Special conditions and restrictions

32. Any additional conditions and/or restrictions to be observed are to be attached to this document along with the signed indemnity form. Acknowledgment of all conditions is to be made by signing the indemnity form.

### **Enclosures:**

- 1. Release and Indemnity form
- 2. Special conditions and restrictions

#### RELEASE AND INDEMNITY

All parties requesting access are to sign acceptance of these terms and conditions set out herein.

In consideration of the permission granted hereunder I accept and agree that entry onto, access to and use of Yampi Sound Training Area is subject to the following terms and conditions.

- 1. Entry onto, access and presence on Yampi Sound Training Area shall be entirely at my/our own risk and I/we agree to release and forever quit any claim against the Commonwealth, its employees, servants or agents for any action, suit, cause of action, costs and demands whatsoever both at law on in equity or arising under the provisions of any statute which I/we may otherwise have arising from my/our use of, access to or presence at Yampi Sound Training Area in any manner whatsoever, including any such action, suit, cause of action, costs or demands arising from the negligence, deliberate act or omission of the Commonwealth, its employees, servants or agents.
- 2. I/we will keep the Commonwealth, its employees, servants and agents harmless and indemnified against all manner of actions, suits, causes of action, costs (including legal costs on a solicitor and client basis) and demands whatsoever both at law or in equity or arising under the provisions of any statute which any third party may have against the Commonwealth arising out or in any way in connection with my/our access to, use of and presence at Yampi Sound Training Area. I/We agree and accept that the indemnity herein extends to any such actions, suits, causes of actions, costs and demands contributed to by the negligence, deliberate act or omission of the Commonwealth, its employees, servants or agents.

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if requested will provide the Commonwealth with proof of currency.													

I/We (Names in full)	Of (Addresses)	Signed	On Date

Acknowledge by signature a conditions and agree to abid		
Witnessed by: Name of Witness: Full address of Witness:	 Dated:	