

Steadfast IRS Pty Limited

ABN 95 159 898 398 AFSL 435538

BRISBANE

PO Box 3448, NORMAN PARK QLD 4170

P 07 3395 5600 F 07 3036 4642 W www.steadfast-irs.com.auContact Sarah Harrison E sharrison@steadfast-irs.com.au**Swimming Pool & Aquatic Centre Broadform Liability**

Intermediary		Date	/ /
Contact Name		Phone	()

Period of Insurance		to		at 4.00pm
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INSURED DETAILS

Insured Name / ABN (Full details required, inc. Trading Name if Applicable)			
	ABN:		
Address / Situation			
Description of Business (Please detail any changes to business over last 12 months)			
Phone & Fax Nos	Private Ph:		Business Ph:
	Fax:		Mobile:
	Email Address:		
Other Parties to be noted on Schedule & their interest	Party 1		
	Party 2		
Holding Insurer:			
Holding Broker:			

NAME OF PARTNERS/DIRECTORS**QUALIFICATIONS & EXPERIENCE**

No. of years business has been operating			
Previous industry experience if less than five years in business			
Number of Staff: Full Time		Part Time	
Estimated Annual Turnover	\$		
Estimated Annual Gross Rental	\$		
Are you a member of a professional / industry association? If so please provide details:			

INSURANCE COVER (PLEASE TICK OR COMPLETE)

Limit of Indemnity - Public Liability	\$10m <input type="checkbox"/>	\$20m <input type="checkbox"/>	Other \$	Any one occurrence
Limit of Indemnity - Products Liability	\$10m <input type="checkbox"/>	\$20m <input type="checkbox"/>	Other \$	Any one occurrence
Third Party Goods in your Care, Custody and Control (Automatic Cover \$50,000)				\$

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CONTRACTORS / SUBCONTRACTORS

Do you use subcontractors?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, do they work under your direct supervision and control?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Do subcontractors have their own insurance?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, do you sight their policy?	Yes <input type="checkbox"/> No <input type="checkbox"/>
What is the minimum limit for their public liability insurance?	\$
Actual Payments to subcontractors last year:	\$
Estimated Payments to subcontractors this year:	\$
For what activities do you use subcontractors?	

CONTRACTUAL LIABILITY

Please give full details and attach copies of all agreements where you assume liability under contract or hold others harmless:

LABOUR HIRE

Do you use personnel supplied by labour hire companies to perform work in your business operations? If yes, please advise:	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Company	Type of Work Performed	Annual Payments (\$)
Are you required to insure these labour hire personnel for Workers Compensation?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
Please provide copies of the indemnity and insurance clauses of agreements entered into with the labour hire company(s)		

EQUIPMENT

<i>Please give details of any of the following used in your business</i>	
Boiler / Pressure Vessels	
Car Parks	
Lifting Equipment - Passenger / goods lift, escalators, hoists, cranes or other lifting equipment:	
Unregistered vehicles - Number and Type:	
Away from premises work including use of welding and oxy-acetylene cutting equipment:	

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FLAMMABLE / HAZARDOUS SUBSTANCES

What flammable or hazardous substances are stored by you or used in your processes?

Substance	Quantity	Storage Method	Use by You

PRODUCTS

Do you sell or distribute any products? If yes, please complete our Product Addendum

Yes No

ADDITIONAL INFORMATION

Please advise the maximum number of patrons at any one time:

Please provide details of all facilities (excluding Waterslides):

Type	Number	Type	Number
Swimming Pool		Diving Tower	
Wading Pool		Diving Board	
Other (please provide details)		Other (please provide details)	

Please provide details regarding Waterslides:

Type	Number	Length (in metres)

Is instruction and lifeguarding only provided by appropriately qualified personnel?

Yes No

With respect to your instructors and lifeguards, please provide the following details:

Name	Swimming/Instruction Experience	Certification

Do you have security personnel on site?

Yes No

Do you have Swimming Schools or Clubs?

Yes No

Do all facilities have appropriate warning signs (eg No Diving, No Glass, No Running)?

Yes No

Do you comply with all relevant Australian and New Zealand Standards, Legislation, Codes of Practice and by-laws?

Yes No

Do you have a written cleaning procedure and log?

Yes No

Do you have Risk Management procedures in place?

Yes No

Do you have the appropriate accreditation in place for Risk Management and Occupational Health and Safety?

Yes No

Do you have a written maintenance and service program and keep a log of this?

Yes No

Do you have an appropriate First Aid kit?

Yes No

Are your staff appropriately trained in administering First Aid?

Yes No

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ADDITIONAL INFORMATION (cont'd)

Do you have a Cafe, Snack Bar or Restaurant?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Does the Cafe / Snack Bar or Restaurant include Deep Frying or Wok cooking? (If yes, please complete Cooking Addendum)	Yes <input type="checkbox"/> No <input type="checkbox"/>
Do you sell, supply or serve alcohol?	Yes <input type="checkbox"/> No <input type="checkbox"/>
If yes, do Bar Staff meet legislative requirements with respect to Responsible Service of Alcohol?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Do you provide babysitting or child minding services?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Do you and all your employees, contractors and subcontractors comply with the relevant Child Protection legislation?	Yes <input type="checkbox"/> No <input type="checkbox"/>

COOKING ADDENDUM

Do you use wok cooking?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Do you use a deep fryer?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Please advise the capacity of wok cooker and/or deep fryer (in litres)	
Does the wok / fryer have an automatic thermostat cut-off?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Are the filters and flues cleaned by professionals?	Yes <input type="checkbox"/> No <input type="checkbox"/>
How often are the filters and flues cleaned?	
Please provide details of whether the following fire protection is available:	
Fire Blanket	Yes <input type="checkbox"/> No <input type="checkbox"/>
Fire Extinguishers	Yes <input type="checkbox"/> No <input type="checkbox"/>
Please advise the type and number of extinguishers:	

PREMISES

Location of Premises occupied for the purpose of conducting the business OR owned but not occupied by you for which property owners cover is required.	Owned	Leased
1.	<input type="checkbox"/>	<input type="checkbox"/>
2.	<input type="checkbox"/>	<input type="checkbox"/>
3.	<input type="checkbox"/>	<input type="checkbox"/>

INSURANCE HISTORY

In respect of any of the risks against which you wish to insure, have you in the past 5 years, in this business or any previous business, either alone or in partnership or jointly with any party, or if a corporation, any of its directors:

Had any Insurer decline any claims submitted?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Had any Insurer decline any Proposals submitted?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Had any Insurer cancel or refuse to renew a Policy?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Had any Insurer require any increased premium or imposed special conditions?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Ever been bankrupt?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Been convicted of or charged with any civil or criminal offence?	Yes <input type="checkbox"/> No <input type="checkbox"/>

If you answered "Yes" to any of the above, please give details (or attach a separate sheet if there is insufficient space):

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CLAIMS HISTORY

In the previous 5 years have You made any claim on any insurance for loss or damage or suffered any loss or damage which would be covered by this proposed insurance?

Yes No

Are you aware of any other incident(s) that have occurred in the last 5 years that have given or may give rise to a claim against you, whether the subject of insurance or not?

Yes No

If you have answered yes to either of the above questions, please complete the table below:

DATE OF INCIDENT	DESCRIPTION OF INCIDENT	AMOUNT	NAME OF INSURER

IMPORTANT INFORMATION

YOUR DUTY OF DISCLOSURE

Before you enter into a contract of general insurance with an Insurer, you have a duty, under the Insurance Contracts Act 1984, to disclose to the insurer every matter that you know, or could reasonably be expected to know, is relevant to the Insurer's decision whether to accept the risk of insurance and, if so, on what terms. You have the same duty to disclose those matters to the Insurer before you renew, extend, vary or reinstate a contract of general insurance. Your duty however does not require disclosure of matters:

- That diminish the risk to be undertaken by the Insurer
- That is of common knowledge
- That you Insurer knows, or in the ordinary course of business, ought to know
- As to which compliance with your duty is waived by the Insurer

NON DISCLOSURE

If you fail to comply with your duty of disclosure, the Insurer may be entitled to reduce their liability under the contract in respect of a claim or may cancel the contract. If your non-disclosure is fraudulent, the Insurer may also have the option of voiding the contract from its beginning.

INSUFFICIENT SPACE TO ANSWER

If there is insufficient space to answer our General Information or any other question or if you need to disclose something to us because of your Duty of Disclosure, please attach a separate sheet of paper to this application, giving full details of the additional information.

CONDITIONS OF QUOTATION

Any quotation provided by Insurers as a result of this proposal will be subject to:

- final acceptance by the Proposer(s) and then Insurers prior to the acceptance date shown in the quotation, after which the resulting insurance cannot be cancelled;
- the Proposer(s) undertaking to advise Insurers of any change in the information supplies occurring prior to the inception date of any insurance;
- Insurers having no obligation to accept the risks if there has been any happening or circumstance, whether advised by the Proposer(s) or otherwise, arising prior to acceptance by Insurers which increase or could increase the possibility of a loss or in any way materially alters the risks as quoted. However, Insurers at their sole discretion, may decide to provide an alternative quotation;
- the Proposer(s) having declared all material facts likely to influence a reasonable Insurer in determining:
 - o whether or not to accept the risk
 - o the premium
 - o the terms, conditions, exclusions and limitations
- any Proposer(s) who acts on behalf of others being deemed to have obtained and declared all the information provided after making inquiry of each of them; this condition only applies to any intermediary
- the Proposer(s) accepting the quotation doing so on behalf of all others and accepting responsibility for payment of the premium
- the Proposer(s) undertaking that no other insurance has been purchased on this specific risk and none shall be without Insurer's written approval, in the event of such approval being given, the terms, conditions, exclusions, limitations and premium set out in any quotation may be amended by Insurers
- the Proposer(s) paying the premium with acceptance of the quotation, if Insurers do not accept the risk the premium will be returned

PREVENTING OUR RIGHT OF RECOVERY

Where another person is liable to compensate you for any loss, damage or liability which is covered by this Policy, but you have agreed not to seek recovery of any monies from that person, we will not cover you under this policy for that loss, damage or liability.

PRIVACY AND CONSENT

This statement tells you how Steadfast IRS Pty Limited (Steadfast IRS) (ABN 95 159 898 398) collects, uses and discloses personal information and what we expect of you

"Personal information" is information about and which identifies individuals, including, for example an individual who is an insured and an individual who may simply be referred to in the application for cover or claim form (such as an employee, director, claimant, witness etc)

It is important you read, understand and agree to the following, which applies from 12 March 2014.

At Steadfast IRS Pty Limited we are committed to protecting your privacy in accordance with the Privacy Act 1998 (Cth) and the Australian Privacy Principles. This Privacy Policy describes our current policies and practices in relation to the collection, handling, use and disclosure of personal information. It also deals with how you can complain about a breach of the privacy laws and how you can access the personal information we hold and how to have that information corrected.

What information do we collect and how do we use it?

When we arrange insurance on your behalf, we ask you for the information we need to advise you about your insurance needs and management of your risks. This can include a broad range of information ranging from your name, address, contact details, age to other information about your personal affairs including your assets, personal belongings, financial situation, health and wellbeing. We provide any information that the insurers or intermediaries who we ask to quote for your insurances and premium funding require to enable them to decide whether to insure you and on what terms, or to fund your premium and on what terms.

Insurers may in turn pass on this information to their reinsurers. Some of these companies are located outside Australia. For example, if we seek insurance terms from an overseas insurer (eg Lloyd's of London), your personal information may be disclosed to the insurer. If this is likely to happen, we inform you of where the insurer is located, if it is possible to do so.

When you make a claim under your policy, we assist you by collecting information about your claim. Sometimes we also need to collect information about you from others. We provide this information to your insurer (or anyone your insurer has appointed to assist it to consider your claim, eg loss adjusters, medical brokers etc) to enable it to consider your claim. Again this information may be passed on to reinsurers.

From time to time, we will use your contact details to send you direct marketing communications including offers, updates and newsletters that are relevant to the services we provide. We always give you the option of electing not to receive these communications in the future. You can unsubscribe by notifying us and we will no longer send this information to you.

PRIVACY AND CONSENT (cont'd)

What if you don't provide some information to us?

We can only fully advise you and assist in arranging your insurance or with a claim, if we have all relevant information. The insurance laws also require you to provide your insurers with the information they need in order to be able to decide whether to insure you and on what terms. You have a duty to disclose the information which relevant to the insurer's decision to insure you.

How do we hold and protect your information?

We strive to maintain the reliability, accuracy, completeness and currency of the personal information we hold and to protect its privacy and security. We keep personal information only for as long as is reasonably necessary for the purpose for which it was collected or to comply with any applicable legal or ethical reporting or document retention requirements.

We hold the information we collect from you initially in a working file, which when completed is electronically imaged and stored, after which your file is archived and sent to an external data storage provider for a period of time. We only use storage providers located in Australia who are also regulated by the Privacy Act.

We ensure that your information is safe by protecting it from unauthorised access, modification and disclosure. We maintain physical security over our paper and electronic data and premises, by using locks and security systems. We also maintain computer and network security; for example, we use firewalls (security measures for the Internet) and other security systems such as user identifiers and passwords to control access to computer systems where your information is stored.

Will we disclose the information we collect to anyone?

We do not sell, trade, or rent your personal information to others.

We may need to provide your information to contractors who supply services to us, eg to handle mailings on our behalf, external data storage providers or to other companies in the event of a corporate sale, merger, re-organisation, dissolution or similar event. However, we will take reasonable measures to ensure that they protect your information as required under the Privacy Act.

We may provide your information to others if we are required to do so by law, you consent to the disclosure or under some unusual other circumstances which the Privacy Act permits.

How can you check, update or change the information we are holding?

Upon receipt of your written request and enough information to allow us to identify the information, we will disclose to you the personal information we hold about you. We will also correct, amend or delete any personal information that we agree is inaccurate, irrelevant, out of date or incomplete.

If you wish to access or correct your personal information, please write to Privacy Officer at Steadfast IRS Pty Limited, PO Box 125, North Ryde BC, 1670.

We do not charge for receiving a request for access to personal information or for complying with a correction request. Where the information requested is not a straightforward issue and will involve a considerable amount of time then a charge will need to be confirmed for responding to the request for the information.

In some limited cases, we may need to refuse access to your information, or refuse a request for correction. We will advise you as soon as possible after your request if this is the case and the reasons for our refusal.

What happens if you want to complain?

If you have concerns about whether we have complied with the Privacy Act or this privacy Policy when collecting or handling your personal information, please write to our Privacy Officer at Steadfast IRS Pty Limited, PO Box 125, North Ryde BC, 1670.

Your complaint will be considered by us through our internal complaints resolution process and we will try to respond with a decision within 45 days of you making the complaint.

Your consent

By asking us to assist with your insurance needs, you consent to the collection and use of the information you have provided to us for the purposes described above.

Please contact us if you would like more information on the above matters.

INSURANCE DECLARATION

I acknowledge that:

I have read and understood the Important Information set out in the Proposal and I/We are authorised to make this proposal

1. All information given on this Proposal and any attachment/s is true and correct
2. No insurance is in force until this Proposal has been accepted by the Insurer and the premium paid or unless an interim contract has been issued
3. Up until a contract of insurance is entered into, I/We are under a continuing obligation to immediately inform the Insurer of any change in the particulars or statements contained in this proposal or in any attachment/s.
4. Although the signing of this proposal does not bind the applicants to effect insurance, the applicant/s acknowledge that the particulars and statements contained in this proposal and in the attachment/s shall be the basis of the contract should a policy be issued and the Applicant/s acknowledge that the Proposal and attachment/s will be incorporated in the Policy.

I AGREE	<input type="checkbox"/>	I AGREE	<input type="checkbox"/>
NAME OF INSURED (1)		NAME OF INSURED (2)	
DATE		DATE	
SIGNATURE (1)		SIGNATURE (2)	