

Empuja Pty Ltd ACN 135 384 039 as trustee for the Darrouzet Property Trust (“We/Us/Our”)

1. Who are we?

- (a) We own and operate the **Coral Sea Marina Resort** located at Airlie Beach QLD 4802, which comprises of:
 - (i) a group of floating mooring berths and waterways located at Shingley Drive and land adjacent to or in the vicinity containing various marine facilities, retail shops and restaurants, some of which are operated by Us and some of which are leased or licensed to (and operated by) non-related entities (“*the Marina*”); and
 - (ii) a hotel, shop, restaurant and function centre located at Ocean View Avenue (“*the Resort*”), (collectively “*the Marina Resort*”).
- (b) The Marina Resort is renowned for its world-class facilities and award-winning team of businesses who deliver memorable experiences that reflect excellence in quality and value.

2. What is the purpose of this Policy?

- (a) We are committed to ensuring the health, safety and wellbeing of all persons who enter upon, access and/or use the Marina Resort and to providing a safe working environment.
- (b) A key aspect of this involves Us limiting and/or prohibiting the consumption of alcohol (“*Alcohol*”) and other substances which physically or psychologically alter a person’s body in an adverse manner (“*Drugs*”).
- (c) This Policy has been developed by Us in order to:
 - (i) provide clarity as to the obligations, responsibilities and expectations of those who enter upon, access and/or use the Marina Resort in relation to Alcohol and Drugs, with a view to achieving a zero-harm workplace;
 - (ii) ensure that We meet Our responsibilities and duty of care under relevant workplace health and safety legislation regarding the provision of a safe workplace;
 - (iii) prevent (or minimise as far as possible) the occurrence of any incidents within the Marina Resort relating to Alcohol and/or Drugs;
 - (iv) promote awareness of personal safety and security in the context of the consumption of Alcohol and Drugs;
 - (v) assist others to fulfil their own duty of care towards themselves and others; and
 - (vi) protect and preserve Our reputation, and that of the Marina Resort, in the wider community.

3. Who does this Policy apply to?

- (a) This Policy applies to any person who enters upon, accesses and/or uses the Marina Resort from time to time (other than for leisure purposes) and includes:
 - (i) any person or entity which has a contractual relationship with Us to access, use and/or operate their business from the Marina Resort or berth vessels in the Marina (“*Operators*”);
 - (ii) any person or entity engaged by Us or the Operators to enter upon and access the Marina Resort to perform works or provide services (“*Contractors*”); and
 - (iii) any other persons or entities conducting business on or within the Marina Resort from time to time (“*Businesses*”), hereinafter each referred to as a “*Principal*”.
- (b) This Policy also applies to each of the Principal’s:
 - (i) employees, agents and contractors (including any employees of contractors)(“*Workers*”);
 - (ii) managerial or supervisory staff (“*Managers*”); and
 - (iii) in circumstances where a Principal is a company, each director, officer, shareholder and any person or persons in control of the Principal (“*Owners*”), to the extent that they enter upon, access and/or use the Marina Resort from time to time, hereinafter each referred to as an “*Associate*”.
- (c) Each Principal must ensure and procure compliance with this Policy by their Associates (if any). Any breach of this Policy by an Associate of a Principal will be deemed to be a breach of this Policy by the relevant Principal.
- (d) This Policy also applies to any person employed by Us (or a related entity of Us) in relation to the Marina Resort (“*Our Personnel*”).
- (e) For ease, any reference in this Policy to the word “*You*” or “*Your*” is taken to mean each Principal, Associate and Our Personnel. Any reference to “*We*”, “*Us*” or “*Our*” includes (where the context permits) Our management staff.

4. What are the principles of this Policy?

- (a) Working under the influence of Alcohol and/or Drugs poses a significant risk, in particular given the nature of the Marina Resort and working on or near customers, water and marine vessels.
- (b) With this in mind, You must not enter upon, access and/or use (or perform any work at) the Marina Resort if (at any time) You:
 - (i) have a blood alcohol concentration equal to or exceeding 0.05mg/100mL, or otherwise in excess of any lower blood alcohol concentration prescribed by law (for example, a blood alcohol concentration of 0mg/100mL is required to operate a class 1 commercial vessel) (“*the Alcohol Limit*”);
 - (ii) are under the influence of any Drugs (whether illicit or otherwise) in excess of the target concentrations specified in *Australian Standard AS/NZS 4760:2019 - Procedure for specimen collection and the detection and quantification of drugs in oral fluid*, which are currently as follows:

- (A) Opiates – 50ng/mL;
 - (B) Amphetamine-type stimulus – 50ng/mL;
 - (C) Tetrahydrocannabinol – 25ng/mL; and
 - (D) Cocaine and metabolites – 50ng/mL,
- or otherwise beyond any relevant or applicable limit imposed or mandated by law (“*the Drugs Limit*”); and/or
- (iii) are otherwise in an unfit state or unfit to work or Your ability to conduct Yourself is adversely impacted (in any way) by Alcohol and/or Drugs or otherwise (for example, by prescription or non-prescription medication), to be determined by Us acting reasonably.
- (c) To ensure compliance with (b) above, You acknowledge that We may be required to perform Alcohol testing (“*the Alcohol Testing*”) and/or Drug screening (“*the Drug Screening*”) on You at any time whilst You are within the Marina Resort (collectively “*Testing*”).
 - (d) You agree to promptly consent and submit to Testing upon request by Us.

5. What other responsibilities do You have?

- (a) You must (at all times):
 - (i) not consume or possess any Alcohol or Drugs (in any quantity) while at or within the vicinity of the Marina Resort other than prescription or non-prescription medication, or as otherwise permitted by Us;
 - (ii) liaise with Us (and, where applicable, Your Managers) in relation to any prescription or non-prescription medication which You take (or intend to take) which do (or may) impact on the performance of Your duties so We can (if necessary):
 - (A) conduct a risk assessment of You being present at and/or conducting Your duties within the Marina Resort;
 - (B) ensure that You have consulted with a medical practitioner or pharmacist in relation to the consumption of such prescription or non-prescription medication so that both You and Us can understand the impacts (if any) the medication will have on Your ability to work within the Marina Resort;
 - (C) consider whether Your duties need to be limited or altered in any way, whether temporarily or indefinitely;
 - (D) ensure records are kept by Us of any medications so reference can be made to them before You undergo any Testing; and/or
 - (E) otherwise work with You to ensure the ongoing health and safety of You and other users of the Marina Resort;
 - (iii) not consume any Alcohol or Drugs at any time (and at any location) which would, or would be reasonably likely to:
 - (A) adversely impact upon You carrying out Your duties and/or performing works within the Marina Resort;
 - (B) jeopardise Your safety or those of others within the Marina Resort; or
 - (C) negatively affect Our reputation in the community or the trust placed in Us by the general public to carry out Our responsibilities;
 - (iv) ensure that You present (and remain) in a state that is fit for work;
 - (v) not present to the Marina Resort, or cease performing any duties or carrying out any works within the Marina Resort (as the case may be), if Your ability to safely, competently and professionally do same is impacted (to any extent) by the consumption of Alcohol and/or Drugs;
 - (vi) immediately notify Us if You are, or a reasonable person would believe that You are, under the influence of Alcohol and/or Drugs in a manner that would render You in an unfit state or unfit to work;
 - (vii) immediately notify Us if You have any concerns in relation to the consumption of Alcohol and/or Drugs by any person other than You within the Marina Resort, including (but not limited to) any of Your co-workers;
 - (viii) take responsibility for Your own safety and that of others accessing and using the Marina Resort;
 - (ix) be familiar with this Policy as it relates to You and Your Workers and Managers (if any) and ensure their full compliance with this Policy (including issuing any necessary verbal or written directives to ensure such compliance);
 - (x) not be involved in the manufacture, distribution, dispensing, possession or use of an illicit Drug, whether in relation to the Marina Resort or otherwise;
 - (xi) maintain the confidentiality of any information which is disclosed to You (in any manner) relating to this Policy, including (but not limited to) the results of any Testing;
 - (xii) attend and participate in any training We may offer or require You to take part in from time to time relating to the subject matter of this Policy; and
 - (xiii) promptly comply with and observe all directions by Us or Your Managers (if any) in relation to the subject matter of this Policy.

6. When will the Testing take place?

6.1 Triggers

- (a) We conduct Testing randomly, upon reasonable suspicion or following a workplace health and safety incident.

6.2 Random testing

- (a) You may be requested to submit to Testing (at random) by a suitably trained, appropriately qualified and accredited testing or screening officer (“*the Testing Officer*”) while You are within the Marina Resort on any given day.
- (b) Any person requested to partake in random Testing will be required to present to the designated testing area when scheduled or prior to carrying out or continuing any work activity (as directed by Us).

6.3 Upon reasonable suspicion

- (a) You may be requested to submit to Testing by the Testing Officer if You show any signs of being affected by Alcohol and/or Drugs or if We reasonably suspect that You are presenting in a state unfit for work or otherwise in contravention of *clause 4(b)* of this Policy.
- (b) The following behaviours will be taken into account as indicators of impairment (but are not conclusive):
 - (i) slurred or impaired speech;
 - (ii) the smell of Alcohol on breath;
 - (iii) unsteady, staggered or jerky movements;
 - (iv) bleary and heavy eyes;
 - (v) dulled or tired appearance;
 - (vi) sluggish and large pupils;
 - (vii) unduly aggressive speech, manner or behaviour;
 - (viii) admitting to drinking a certain quantity of Alcohol or consuming Drugs;
 - (ix) behaviour which is unusual, dangerous, erratic or euphoric in nature; and/or
 - (x) injury being sustained by an apparent impairment (e.g. lack of coordination or judgement).
- (c) We recognise that some of the behaviours listed above may be attributable to things other than the consumption of Alcohol and/or Drugs, for example fatigue, sickness, stress or a specific medical condition. Accordingly, if We observe any of the above behaviours, We will take You aside and give You the opportunity to provide an explanation for Your behaviour prior to requesting that You submit to Testing.

6.4 Following workplace health and safety incident

- (a) You may be requested to submit to Testing by the Testing Officer if You are involved (to any extent) in any workplace health and safety incident, including any incident resulting in any risk to others, involving driving and/or operating vehicles, vessels or equipment or any incident which must be notified to any regulatory body or authority.

6.5 General

- (a) Failure to submit to Testing without an acceptable reason will be deemed to be a Positive Alcohol Result (in the case of Alcohol Testing) and a Positive Drug Result (in the case of Drug Screening) and the consequences outlined in *clause 9(a)* may be applied.

7. How will the Testing take place?

7.1 Methods

- (a) Alcohol Testing will be undertaken using an alcohol breath analyser in accordance with *Australian Standard AS 3547-1997: Breath alcohol testing devices for personal use*. The person tested will be required to supply an air sample from their lungs directly into an approved breath analysis instrument. The sample shall be sufficient enough to obtain a valid reading on the instrument.
- (b) Drug Screening will be undertaken using an oral swab of saliva in accordance with *Australian Standard AS/NZS 4760-2019: Procedure for specimen collection and the detection and quantification of drugs in oral fluid*. The person tested will be required to supply an oral fluid sample in the appropriate testing device provided to them. Drug Laboratory Testing will be performed in a laboratory accredited by the National Accredited Testing Association (an “Accredited Laboratory”).

7.2 Testing Officer

- (a) The Testing Officer will perform the Testing in accordance with all applicable regulations and/or Australian Standards, in particular:
 - (i) *AS 3547-1997: Breath alcohol testing devices for personal use*; and
 - (ii) *AS4760-2019: Procedure for specimen collection and the detection and quantification of drugs in oral fluid*, (“the Standards”).
- (b) The Testing Officer will be either an appointed specialist contractor or one of Our Personnel who has completed the necessary training and achieved accreditation.

7.3 Location

- (a) The Testing will take place at a location designated by Us within the Marina Resort.

8. What happens if the Testing reveals a positive, non-negative or negative result?

8.1 Alcohol

- (a) In the event that the Alcohol Testing indicates a blood alcohol concentration equal to or exceeding the Alcohol Limit, the person being tested must submit to further testing between 20 and 30 minutes after the initial air sample was provided (“*the Further Alcohol Testing*”).
- (b) If the Further Alcohol Testing indicates a blood alcohol concentration equal to or exceeding the Alcohol Limit (i.e. a “*Positive Alcohol Result*”), the person being tested will be subject to the consequences outlined in *clause 9(a)* of this Policy.
- (c) If the Alcohol Testing (or the Further Alcohol Testing, as the case may be) indicates a blood alcohol concentration below the Alcohol Limit (i.e. a “*Negative Alcohol Result*”), the person being tested will be given the “*all clear*” to return to work and will not be subject to any of the consequences outlined in *clause 9(a)* of this Policy.

8.2 Drugs

- (a) In the event that the Drug Screening indicates the presence of Drugs at or above the Drugs Limit (i.e. a “*Non-Negative Drug Result*”):

- (i) the swab/sample will be sent to an Accredited Laboratory for confirmatory testing (“*Drug Laboratory Testing*”), with such results to be returned directly to the Testing Officer or Our appointed workplace health and safety representative and/or consultant; and
 - (ii) until such time as the results of the Drug Laboratory Testing are received, the person being tested will be subject to the consequences outlined in *clause 9(a)* of this Policy.
- (b) If the Drug Laboratory Testing indicates the presence of Drugs at or above the Drugs Limit (i.e. a “*Positive Drug Result*”), the person being tested will continue to be subject to the consequences outlined in *clause 9(a)* of this Policy.
- (c) If the Drug Screening (or the Drug Laboratory Testing, as the case may be) indicates the presence of Drugs below the Drugs Limit (i.e. a “*Negative Drug Result*”), the person being tested will be given the “*all clear*” to return to work and will not be subject to any of the consequences outlined in *clause 9(a)* of this Policy.

9. What are the consequences for breaching this Policy?

- (a) If You are subject to a Positive Alcohol Result, a Non-Negative Drug Result or a Positive Drug Result, You acknowledge that We may do any or all of the following:
- (i) require You to immediately cease Your duties and/or carrying out works within the Marina Resort;
 - (ii) require You to immediately depart the Marina Resort in safe mode of transportation (at Your own cost);
 - (iii) prohibit Your entry and access to the Marina Resort, whether temporarily or indefinitely;
 - (iv) restrict Your entry and access to the Marina Resort, which may be subject to conditions at Our absolute discretion;
 - (v) notify, report and liaise with Your employer, manager or any other relevant person who has a supervisory capacity in relation to You (if any) regarding Your result and refer the matter to be dealt with under any of their relevant policies; and
 - (vi) if You are Our Personnel:
 - (A) offer to make arrangements for You to be safely transferred to Your place of residence (for example, by taxi);
 - (B) provide reasonable assistance and support to You (where appropriate) if there is a perceived or identified Alcohol and/or Drug abuse or dependency problem;
 - (C) impose conditions relating to Your ongoing employment; and/or
 - (D) terminate Your employment (to the extent permitted by law).
- (b) We also reserve the right to do anything contemplated in *clause 9(a)* of this Policy if We reasonably suspect that You are in contravention of *clause 4(b)(iii)* of this Policy, unless and until You provide Us with evidence sufficient to disprove Our suspicion (acting reasonably) or as otherwise agreed to by Us.

10. Will We keep Your information confidential?

- (a) We recognise the importance of a person’s right to privacy in relation to any information or opinion which identifies them as an individual.
- (b) We will ensure the confidentiality of any information collected about You in connection with this Policy, in particular relating to any Alcohol Testing and/or Drug Screening, whether collected by Us, one of Our Personnel or the Testing Officer. Any such information will only be used and/or disclosed on a “*need to know basis*” for purposes directly related to, or to give effect to, this Policy (for example to a person’s manager), or as otherwise required by law.
- (c) We otherwise refer You to Our Privacy Policy, a copy of which is available on Our website, which outlines how We collect and use personal information.

11. How will We store Your records?

- (a) We will keep and manage any records relating to the carrying out of the Testing in accordance with the Standards.
- (b) The records will be kept for a maximum of 7 years from the date of the relevant Testing (in hard copy and electronic format). Hard copies will be kept in a secured cabinet within Our office located at the Marina Resort. Electronic copies will be stored on Our cloud-based workplace health and safety system or other suitable secured electronic medium. Only Our General Manager and any nominated workplace health and safety representative and/or consultant will be able to access such records.

12. Is there anything else You need to know?

- (a) If You wish to contact Us or have any queries or concerns about this Policy, please contact Us as follows:
- (i) by phone – + 61 7 4946 2400;
 - (ii) by email – marina@csmr.com.au; or
 - (iii) by post – PO Box 579 AIRLIE BEACH QLD 4802.
- (b) If You do not agree with any part of this Policy, please advise Us in writing. If this is the case, You may be prevented from entering, accessing and/or using the Marina Resort.
- (c) This Policy is current as at July 2019. We will periodically review and update this Policy as necessary. We will not necessarily separately notify You of any changes. An updated copy will however be uploaded to the **Coral Sea Marina Resort** website.