
PLAN OF MANAGEMENT

To accompany a Development Application
For the change of use to an axe throwing facility with
associated fit-out and signage

at No. 40 Winbourne Road, Brookvale

Issue A – May 2021

Prepared by Archispectrum

Suite C5, 8 Allen St, Waterloo NSW 2017
Ph: 02 8399 2807 | mob: 0419 670 108 | email: office@archispectrum.com.au

1.0 INTRODUCTION

This statement has been prepared to accompany a Development Application for the change of use to an axe throwing facility with associated fit-out and signage at No. 40 Winbourne Road, Brookvale.

The purpose of this report is to describe the operational details of the business and outline the measures that will be taken to mitigate impacts on adjoining properties. Details in the plan include the number of staff that will be employed on the premises at any one time, and noise and patron management.

2.0 SITE & CONTEXT ANALYSIS

2.1 SUBJECT SITE DESCRIPTION

The subject site is located at No. 40 Winbourne Road, Brookvale and is legally identified as Lot 27, Section 13, within DP 1619. The area of the subject tenancy is approximately 443m².

The subject site is located on the northern side of Winbourne Road, which connects directly to Pittwater Road further west. Figure 01 illustrates the context of the site within the locality.

The subject site is a regularly shaped allotment with frontage to Winbourne Road and hosts two tenancies; a brick building fronting Winbourne Road with a warehouse behind. The site has an effective width of 20 metres along Winbourne Road. The site is oriented approximately north to south and is predominantly level.

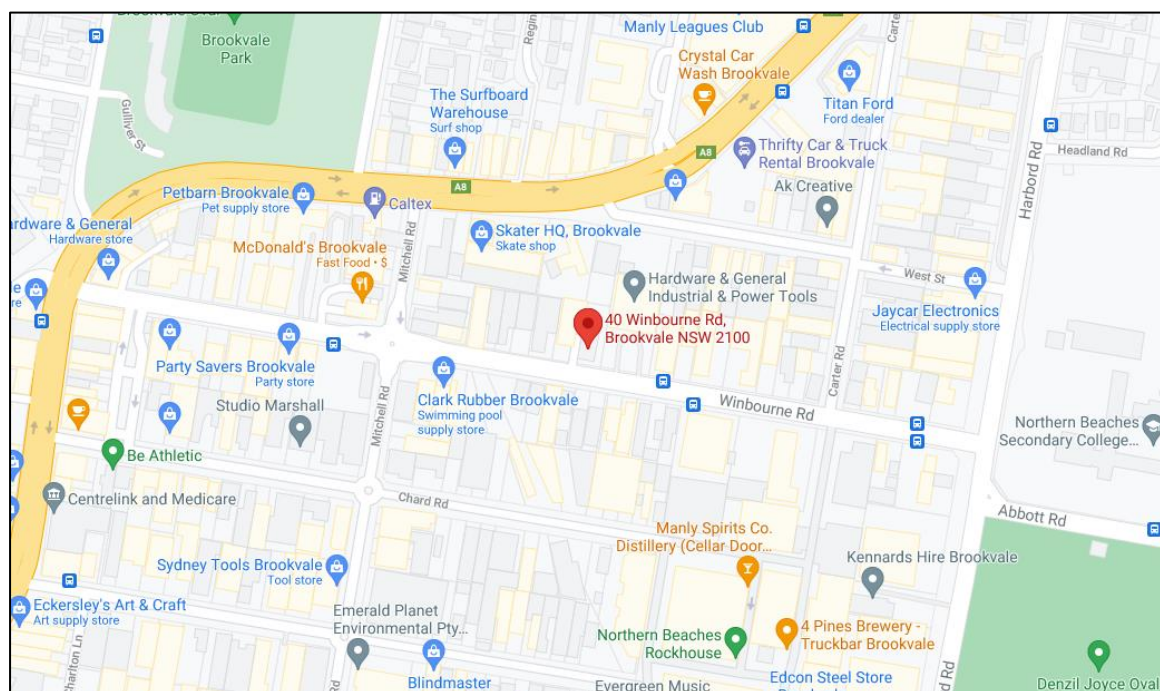


Figure 01: Map of site location (Google Maps, accessed 2021)

2.2 SURROUNDING AREA

The subject site is located within an IN1 General Industrial zone under the Warringah Local Environmental Plan 2011.

The locality of Winbourne Road is characterised by warehouses and commercial premises ranging from one to three storeys in height. Winbourne Road is located off Pittwater Road to the east.

3.0 THE DEVELOPMENT PROPOSAL

3.1 OVERVIEW

This Development Application proposes a change of use to an indoor recreation facility for the purposes of axe throwing and corporate team building activities, known as Kiss My Axe. Associated fit-out works and signage have also been proposed in this application.

The proposed axe throwing facility will operate Monday to Saturday 9:00am to 11:00pm, Sunday 10:00am to 10:00pm, and public holidays 9:00am to 10:00pm.

The facility will host competitive leagues and private events through appointment only. The facility will not offer walk-in events.

3.2 DESCRIPTION OF WORKS

This application proposes works as depicted on the architectural drawings prepared by Archispectrum:

Ground Floor:

- Reception with secure axe storage
- 7 x axe throwing lanes (3.56 metres x 5 metres)
- Installation of timber stud wall and 2 targets per lane
- Installation of 5 metre high linkmesh fence between lanes
- 900mm viewing areas on either side of lanes
- Bin storage
- Female toilet
- Male toilet
- Accessible toilet

External:

- Construction of awning over entry
- 1 x non-illuminated flat mounted wall sign (2700mm x 1800mm)
- 1 x illuminated flat mounted wall sign (1700mm x 1100mm)
- Electronic roller door

4.0 OPERATIONAL DETAILS

4.1 OBJECTIVES

The objectives of this Plan of Management are to ensure that:

- The premises is properly managed at all times
- The operation of the premises does not detrimentally impact upon or detract from the amenity of the locality

Where there is any conflict between the provisions and objectives of the Plan of Management, the conflict will be resolved in such a way to best achieve the objectives.

A copy of this Plan of Management will be kept in a readily accessible area within the premises and will be made available to all persons involved in its management.

All persons involved in the operation of the premises, including staff, will familiarise themselves with this Plan of Management and the conditions of Development Consent to ensure all terms are understood and complied with at all times.

4.2 HOURS OF OPERATION

The proposed hours of operation of the axe throwing facility will be:

Days	Hours
Monday	9:00am – 11:00pm
Tuesday	9:00am – 11:00pm
Wednesday	9:00am – 11:00pm
Thursday	9:00am – 11:00pm
Friday	9:00am – 11:00pm
Saturday	9:00am – 11:00pm
Sunday	10:00am – 10:00pm
Public Holidays	9:00am – 10:00pm

4.3 STAFF RESPONSIBILITIES

The premises will see a minimum of 2 full-time staff on shift at any one time. There will be 1 staff member assigned for every 15 participants at any one time.

All staff will receive a detailed operations manual and hands-on training regarding their key responsibilities in the operation and day to day management of the premises including:

- Hold a current Responsible Service of Alcohol certificate and First Aid certificate
- Ensure that upon arrival, all patrons sign a waiver, provide contact tracing details and an emergency contact
- Any patron deemed to be intoxicated, quarrelsome or unruly be refused entry and/or escorted off the premises immediately

- Adhere to and monitor patrons for compliance with the drugs and alcohol policy at all times
- Prevent disruptive and/or anti-social behaviour of patrons within and upon leaving the premises
- Ensure any noise generated by the operation of the premises does not unduly affect any property located in the vicinity
- Ensure that any waste generated by the operation of the premises does not result in an increase to the litter or odours experienced in the vicinity
- Ensure the maximum capacity of patrons within the premises does not exceed 120 people, inclusive of participants and spectators

All staff are obliged to arrive fit for duty, well-rested and free from the influence of drugs or alcohol at all times. Should a staff member fail to meet these requirements upon presenting themselves for work, management may dismiss them from their duties on the day and if required, will hold a formal meeting to discuss performance or policy breaches by the staff member. All meeting proceedings will be logged in the meeting record form.

4.4 STAFF TRAINING

All staff members will receive onboarding training upon employment prior to any involvement in the management of activities or the day to day operations of the premises. Detailed training will be conducted by management regarding the operation of the facility, noise and waste management, and protocols for all potential incidents, altercations and transactions. Staff will receive subsequent training as required.

All staff will be required to hold a current Responsible Service of Alcohol certificate and First Aid certificate prior to commencing employment.

4.5 SAFETY OF STAFF AND PATRONS

Upon employment, staff will be required to attend mandatory training conducted by management. Training will encompass the standard order of events in the management of the facility, and the protocols and processes to follow in the event of certain incidents, injuries or complaints.

Staff will be trained in all aspects of the management of the facility, with an emphasis on maintaining a safe and controlled environment as the first priority. The condition of staff will be assessed by management upon arrival and must be deemed competent and fit for work prior to commencing the shift.

All patrons will be required to sign a waiver inclusive of personal contact details and emergency contact details immediately upon arrival. All participants must be aged 15 and over, with patrons under the age of 18 requiring written authorisation from a parent or legal guardian consenting to the waiver on the participant's behalf. For group bookings, at least one parent or legal guardian will be required to remain on-site per ten minors.

Any participant with a medical condition preventing them from safely participating will be refused participation unless a medical certificate permitting

their participation is provided. A limited number of spectators will be permitted at private events, given their compliance with company policy. Each lane coach will be fully responsible for their designated lane and participants, and will need to provide approval to each participant to travel throughout the premises, including for bathroom breaks, when games are in play. Any designated safe zone may be used as a walkway to access the bathrooms only if there is a break in play and it is being controlled by the designated coach of that lane.

All axes will remain inside the target areas when in use, and will be returned to the designated secure area. Under no circumstances will patrons be permitted to bring their own axes to the premises. Participants will be reminded to pick up axes only by the handle and never attempt to touch the blade end. Staff will demonstrate how to safely throw an axe at a target, and will be emphasised that the two throwing techniques shown by staff (single-handed or double-handed overarm throws) will be the only permissible throwing techniques. As per the IATF Guidelines, no underarm throwing will be permitted. All patrons and spectators will be required to wear closed-toe shoes, and steel-toed boots are available for rent on-site should patrons arrive with unacceptable attire.

All participants will be allocated approximately 30 minutes to practice throwing, which may be shortened or lengthened depending on the competence shown by the group.

Furthermore, any patron or spectator who shows aggressive, abusive, anti-social or otherwise offensive or unsafe behaviour will be removed from the premises immediately with no re-entry. Patrons will be notified of this upon entry, and a sign will be affixed in a prominent location inside the building outlining this policy.

The maximum number of patrons inside the venue will be limited to 120 people, inclusive of participants and spectators.

4.6 WAIVER AND POLICY AGREEMENT

Each participant will be required to sign a waiver and an agreement that they will comply with the venue rules and any instructions given by staff. Waivers may be signed electronically on the iPads provided by the venue, or the patron's smart phone. In the event of connectivity or electronic issues or the personal preference of patrons, paper waivers will be provided. Waivers will be kept on file for a minimum of 3 years.

A copy of the waiver is attached in Appendix A.

4.7 INCIDENT REPORTING PROCESS

A reportable incident includes:

- Any injury to staff and/or patrons
- Spill of any industrial substance (eg. Paint)
- Workplace Health and Safety occurrence
- Any incident involving aggressive, abusive or anti-social behaviour
- Any incident involving alcohol

- Any theft or suspected theft of equipment
- Any breach of policy
- Venue maintenance issues
- Tool maintenance issues
- Any other incident that a staff member deems reportable

An incident report will be required to be completed for any of the above incidents.

A 'near miss' is deemed to be a situation where any of the above incidents could have happened or were about to happen, but no incident actually took place.

If a staff member observes an incident or a near miss, they will be required to complete a Near Miss Incident and Injury Report, which is attached in Appendix B.

4.8 INJURY MANAGEMENT

In the unlikely event of an injury to a patron, staff member or spectator, First Aid will be immediately administered by a trained staff member. First Aid kits will be available at several locations within the premises, within 40 metres of any given point. If the injury is anything other than of minor nature, an ambulance will be called immediately. A telephone will be accessible at the venue.

A First Aid kit will be kept on-site in a prominent location marked with signage. The contents will be monitored to ensure relevant stock is present and no items have passed their expiry date.

An incident report will be completed once the injury is dealt with.

4.9 SECURITY

CCTV cameras will be installed at all entry points and covering all locations inside the venue. Footage will be kept for 30 days and is available upon request.

Any tools not in use will be secured in a locked storage area at all times as designated on the architectural plans. The most senior member of staff will be responsible for managing the inventory and ensuring all items are accounted for and returned to the secure room at the closing of each day.

4.10 EMERGENCY EVACUATION PROCEDURES

All staff will be trained in the management of an emergency evacuation in accordance with the established Emergency Evacuation Plan, inclusive of identification of assembly points at the front and side exits of the building. All patrons and spectators will be made aware of the basic protocol and meeting points upon arrival at the premises.

4.11 MEASURES TO MINIMISE NOISE

Policies will be implemented by Kiss My Axe to ensure the acoustic privacy of the neighbouring premises is maintained and that noise is effectively managed. Staff will be instructed to control the noise level of patrons within the premises and to minimise congregation in front of the premises.

4.12 MEASURES TO MINIMISE WASTE

All waste material that is generated on-site will be collected and sorted on-site, before transfer to the waste storage area to as nominated on the architectural plans. The waste will be collected by Cleanaway waste collection services every Monday.

4.13 DELIVERY ARRANGEMENTS

Deliveries will be made during daytime operational hours, Monday to Friday. Deliveries will occur at the southernmost roller door, closest to Winbourne Road, with a van.

4.14 PUBLIC TRANSPORT AVAILABILITY

Kiss My Axe supports the NSW Environmental Action Plan 2016-2021 in promoting public transport. The subject premises is located within walking distance of several bus stops, which participants will be encouraged to use.

When bookings are made, patrons will be made aware of the venue's close proximity to various bus stops. 'Getting here' instructions will be forwarded with the booking confirmation email and will be available on the Kiss My Axe website highlighting public transport routes.

However, the subject site also contains 4 car parking spaces should patrons wish to drive to the venue. There is also ample on-street parking available along Winbourne Road and surrounding streets within walking distance of the subject site.

4.15 COMPLAINT RESOLUTION

Management will maintain a Complaints and Incidents Register to record any complaint made by Police, Council or surrounding business owners and will endeavour to fully address any reasonable concerns expressed by such persons. The Register will be reviewed by management weekly, and any concerns to be followed up within 48 hours of the complaint or incident occurring. Details of the owner will be made available for complaints to be directed to.

A copy of the customer complaints form is attached in Appendix C.

4.16 CLEANING OF THE PREMISES

The site will be cleaned on a daily basis, primarily before and after the hours of operation as well as during operation hours as required. Servicing of the premises will generally be conducted outside of the hours of operation depending on the service requirements of the on-site equipment.

4.17 REVIEW PROCESS

This Plan of Management will be subject to regular review and updating as required.

5.0 CONCLUSION

Through the implementation of the mitigation measures described above, the proposed axe throwing facility will have no foreseeable adverse impacts on neighbouring premises and the surrounding area. The proposed change of use will positively contribute to the commercial area.

The operation of the premises will be effectively carried out and managed with regard to minimising the impact of the axe throwing facility, which is compatible with the surrounding locality.

It is considered highly likely that the proposed axe throwing facility will not create any adverse impacts for any premise in the surrounding area. In this regard, the council is requested to grant the development consent.

APPENDIX A – WAIVER AND POLICY AGREEMENT

KISS MY AXE

WAIVER

This waiver (**Waiver**) is entered into between **Kiss My Axe Pty Ltd ABN 52 639 003 777** its successors and assignees (**we, us or our**) and you, the participant as described at the end of this Waiver (**you or your**), together the **Parties** and each a **Party**.

1 Acceptance

- 1.1. By accepting this Waiver, you indicate that you have had sufficient opportunity to read this Waiver and ask us questions if needed, that you have read, accept and will comply with this Waiver, and that you are 18 years or older. You must not accept this Waiver if you are under 18 years of age.
- 1.2. If you do not agree to this Waiver, you must notify us immediately and refrain from accepting this Waiver and participating in the Activities.

2 Risk warning

- 2.1 **You will be participating in recreational axe throwing and related activities (Activities).**
- 2.2 **Participating in the Activities may expose you to the risk of death, physical harm, personal injury, psychological and emotional harm, serious injury, disease, illness and/or loss or damage to your property. The risk of death, physical harm, personal injury, psychological and emotional harm, serious injury, disease, illness and/or loss or damage to your property may arise from, but is not limited to:**
 - (a) contact and/or interaction with fellow participants or instructors, including the risk of illness or death related to COVID-19;
 - (b) you own actions, inactions or misjudgements, such as tripping while holding an axe;
 - (c) action, inactions or misjudgements of a fellow participant or instructor, such as a fellow participant throwing an axe at the wrong time or in the wrong direction;
 - (d) any failure to comply with our instructions or directions; or
 - (e) the condition of the facilities within which the Activities take place.
- 2.3 **You acknowledge and agree that death, physical harm, personal injury, psychological and emotional harm, serious injury, disease, illness or loss of or damage to your personal property may arise from your or another party's acts, omissions or negligence.**
- 2.4 **You have read this risk warning and you are aware of and voluntarily accept any risk that may arise from your participation in the Activities.**

3 WARNING UNDER THE AUSTRALIAN CONSUMER LAW (NSW), CIVIL LIABILITY ACT 2002 (NSW)

- 3.1 **If you have undertaken to participate in one of our Activities for the purposes of recreation, enjoyment or leisure, the participation in the Activity will be considered a recreational activity and this clause 3 will apply to you.**
- 3.2 **By accepting this Waiver, you agree that you have read the risk warning above and you are aware that your participation in the Activities may be a recreational activity and that it can be inherently dangerous. You accept that there is a degree of risk and you acknowledge that by participating in the Activities you do so at your own risk.**
- 3.3 **By accepting this Waiver, you agree to release us and any affiliates and all parties associated with organising the Activities from any responsibility or legal liability for death or personal injury associated with your participation in the Activities. This release does not apply to significant personal injury caused by our reckless conduct.**

4 Rules

- 4.1 **You agree to comply with the following rules (Rules) at all times, and any failure to comply with the Rules will allow us to refuse your participation in the Activities. You agree to:**
 - (a) prior to participation in the Activities, listen carefully to and participate in the oral safety briefing;
 - (b) prior to participation in the Activities, read the house rules displayed throughout the venue;
 - (c) prior to participation in the Activities, disclose any medical or health conditions to us that may impact or impair your ability to participate in the Activities;

- (d) at all times comply with our house rules and all instructions and directions, including any of our safety advice and processes;
- (e) not be under the influence of alcohol or prohibited drugs when at our venue or when participating in the Activities and declare any medications you are currently taking to our staff which may have an effect on your ability to safely participate in the Activities;
- (f) at all times wear enclosed shoes;
- (g) not engage in reckless, foolish, abusive or negligent behaviour, or any other behaviour, which may, in our reasonable opinion, create a risk of injury to you or any third party or which is abusive towards our staff or any third party; and
- (h) immediately notify our staff if you are harmed or injured, or observe any third party to be harmed or injured, or observe any safety hazard.

4.2 We may ask you to immediately leave our venue if:

- (a) you are not wearing enclosed shoes;
- (b) there is evidence that you are under the influence of alcohol or prohibited drugs; or
- (c) you otherwise fail to comply with our Rules, including the house rules or our instructions or directions.

4.3 Where directed by us to leave our venue under clause 4.2, you agree to immediately leave our venue and to the maximum extent permitted by law, you will not be entitled to a refund of any amounts paid for the Activities.

5 Release and indemnity

5.1 Despite any provision to the contrary, to the maximum extent permitted by law:

- (a) you warrant that any information you provide to us is true, correct and complete;
- (b) you warrant that you have not relied upon any warranty, representation, statement, offer or documentation made or provided by or on behalf of us;
- (c) you agree that this Waiver excludes all terms, conditions and warranties implied by statute, in fact or on any other basis, except to the extent such terms, conditions and warranties are fully expressed in this Waiver; and
- (d) you hereby indemnify, forever discharge and voluntarily release us (and our contractors, agents and employees) and any person directly or indirectly associated with us, against any and all loss, cost, damage, expense, liability (including liability for negligence and the negligence of others) claims, demands and proceedings of any kind arising from or connected with this Waiver or your participation in the Activities, whether those claims were known, or capable of being known, at the date of this Waiver.

6 COVID-19

6.1 You acknowledge and agree that COVID-19 is a current risk to the community and you agree:

- (a) you will not visit our venue if have been diagnosed with COVID-19, if you have any cold or flu symptoms or otherwise feel unwell;
- (b) you will practice good hygiene, including by washing and/or sanitising your hands regularly, coughing or sneezing into your elbow and immediately washing and/or sanitising your hands after coughing or sneezing;
- (c) if you are diagnosed with COVID-19 within 14 days after visiting our venue, you will notify us of this diagnosis and we may notify other participants who may have been exposed. In notifying other participants, we will not disclose your name or contact details. In certain situations, we may disclose your personal information to state or territory health officials where required by law or where otherwise permitted by law; and
- (d) if we become aware of a case of COVID-19 at our venue, we may use your personal information to contact you to notify you that you may have been exposed.

7 General

7.1 Photographs and videos: By accepting this Waiver, you acknowledge and agree that:

- (a) we or our representative may take photographs or video recordings of you during the Activities;
- (b) we own all rights, title and interest in these photographs or video recordings;
- (c) we may use your name, image and voice in such photographs and video recordings for the purposes of displaying them on our website, in promotional material, on our social media accounts and other platforms;

- (d) you release us from any liability to you for any infringement of any of your rights (including your moral rights) arising from our use of such photographs and video recordings; and
- (e) you waive the right to payment or other compensation arising from or related to our use of such photographs and video recordings.

- 7.2 **Assignment:** We may assign or transfer our rights or obligations under this Waiver without your consent.
- 7.3 **Governing law:** This Waiver is governed by the laws of New South Wales, Australia. The Parties irrevocably submit to the exclusive jurisdiction of the courts of New South Wales and any courts entitled to hear appeals from those courts and waive any right to object to proceedings being brought in those courts.
- 7.4 **Severability:** If any part of this Waiver is found to be invalid or of no force or effect under any applicable laws, executive orders or regulations of any government authority having jurisdiction, this Waiver will be construed as though such part had not been inserted herein and the remainder of this Waiver will retain its full force and effect.
- 7.5 **Waiver:** No waiver by either Party of any provision of this Waiver will amount to a waiver of any other provision of this Waiver unless made in writing and signed by the Party against whom the waiver would have been enforced.
- 7.6 **Entire agreement:** This Waiver contains the entire understanding and agreement between the Parties in respect of its subject matter.

Execution

Participant	Name: Date of birth: Address: Phone: Email:
Free throw on your birthday promotion	To receive our <i>free throw on your birthday</i> promotion sign up to our newsletter. <input type="checkbox"/> Please sign me up for the Kiss My Axe newsletter and a free throw on my birthday.* *Terms and conditions apply to the free throw on your birthday promotion. Please see our website for the promotion terms and conditions.

I _____ have read this Waiver and understand its contents, including the assumption of risk, the release and the indemnity. I consent to participating in the Activities described in this Waiver at my own risk.

Signature

Date

For any questions or notice, please contact us at:

Kiss My Axe Pty Ltd ABN 52 639 003 777

Address: [insert address]

Phone: [insert phone number]

Email: [insert email]

APPENDIX B – NEAR MISS INCIDENT AND INJURY REPORTING FORM

Near Miss Incident and injury report

Details of injury (eg to a worker or visitor) and treatment			
Date of incident		Time of incident	am <input type="checkbox"/> pm <input type="checkbox"/>
Nature of incident	<input type="checkbox"/> Near miss <input type="checkbox"/> First aid <input type="checkbox"/> Medical treatment/doctor		
Name of injured person			
Address			
Occupation			
Date of birth			
Telephone			
Booking Reference			
Activity in which the person was engaged at the time of injury			
Exact site location where injury occurred			
Was an Axe involved?			
Nature of injury – eg fracture, burn, sprain, foreign body in eye			
Body location of injury (indicate location of injury on the diagram)	<div style="text-align: center;"> </div>		
Treatment given on site	Yes <input type="checkbox"/> No <input type="checkbox"/>	Name of treating person	
Referral for further treatment? Yes <input type="checkbox"/> No <input type="checkbox"/>	Name of doctor or hospital	SafeWork NSW medical certificate received? Yes <input type="checkbox"/> No <input type="checkbox"/>	Attach copies

Injury management requirement? Yes <input type="checkbox"/> No <input type="checkbox"/>	Notify return to work coordinator Jason Macdonald	Has an email copy of this document been sent to head office?	
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Witness to incident (each witness may need to provide an account of what happened)			
Witness name		Witness contact	
Witness name		Witness contact	

Details of incident (eg property, plant or environmental damage)			
Date of incident		Time of incident	am pm
Location of incident			
Details of damage to equipment or property			
Name of person who received the report		Telephone	

Description of incident

Immediate response actions (eg barricades, isolation of power) to stabilise the situation

Reported to	
Reported to all Directors Yes No	Provide details (when, reported to and reported by):
Reported to authorities (SafeWork NSW phone: 13 10 50)? Yes No	Provide details (when, reported to and reported by):
Reported to principal contractor? Yes No	Provide details (when, reported to and reported by):
Reported to workers compensation insurer? Yes No	Provide details (name of insurer and claim number):

Completed by			
Name		Position	
Signature		Date	

Customer Complaint Form

Location:

What happened to cause you to be dissatisfied?

How can we make this right?

Email: