

# INSTALLATION SUBCONTRACTOR AGREEMENT



This is an Agreement between **CV Media & Signage PTY LTD** [ABN 34 109 353 595] (“the Company”)

and

\_\_\_\_\_ [ABN \_\_\_\_\_] (“The Subcontractor”)

[name].....

of [address].....

trading as [trading name if applicable].....



## Definitions

In this Agreement, the attached Dictionary provides definitions of a number of terms to which it refers.

### 1. Effect and Term of this Agreement

- (a) This Agreement and any Purchase Order issued pursuant to it (including any Purchase Order for a variation) embodies the entire understanding and agreement as to the contract of engagement between the Subcontractor and the Company and all previous negotiations, understandings, representations, warranties, memoranda or commitments in relation to, or in any way affecting the subject matter of this Agreement are merged in and superseded by this Agreement and are of no force or effect whatever and no party will be liable to any other party in respect of those matters.
- (b) This Agreement shall operate in relation to any provision of goods or services for which the Subcontractor is engaged to provide by the Company until the Agreement is terminated by either party in accordance with this Agreement.
- (c) The Subcontractor is deemed to have accepted the terms of the Agreement by the Subcontractor signing it.
- (d) Where the terms of the Agreement are inconsistent with the terms of the Purchase Order (including any Purchase Order for a variation), the terms of the Purchase Order will prevail.

### 2. The Services

- (a) The Subcontractor is engaged to provide the goods and/or services set out in Schedule 1 (which may be changed from time to time) to the Company on a job by job basis (the "Goods and/or Services") which will be allocated from time to time pursuant to Purchase Orders in the form set out in schedule 5 ("the Purchase Order").
- (b) The Company does not guarantee to provide the Subcontractor with any jobs or any specific number of jobs.
- (c) The Subcontractor must at their own cost engage all the Subcontractor's personnel necessary for the successful completion of the Services.

### 3. Quotes

- (a) Where the Company requires a quote by the Subcontractor for the provision of Goods and/or Services the quote must:
  - (i) be in writing;
  - (ii) be signed by an authorised representative of the Subcontractor;
  - (iii) identify the nature/scope and quantity of the Goods and/or Services to be provided;
  - (iv) the total price or the rates/unit price to be charged for the Goods and/or Services; and
  - (v) specify the required date of commencement and completion of the provisions of Goods and/or Services.
- (b) The price/charges set out in the any quote or, in default, Schedule 2 are inclusive of:
  - (i) all materials not specified be provided by the Company; and
  - (ii) all expenses incurred by the Subcontractor in attending to jobs, including but not limited to the payment of any travel allowance, accommodation or vehicle expenses; and
  - (iii) GST.
- (c) A Purchase Order will not be placed by the Company until it is satisfied that the Subcontractor has provided sufficient details of the Goods and/or Services and their respective costs.

- (d) The Subcontractor acknowledges that the Company will rely on the quote and (except where the Company has issued a Purchase Order for a variation) the Subcontractor cannot claim any additional charges including but not limited to those based on increases in the costs of material, labour rates, transport costs, or government taxes or charges for the goods and/or services detailed in the quote.

#### 4. Purchase Orders

- (a) The Company shall issue a Purchase Order for the provision of Goods and/or Services, which shall:
- (i) accept the Subcontractor's quote for the Goods and/or Services;
  - (ii) specify the details referred to in clause 3(a); or
  - (iii) a combination of both.
  - (iv) The price/charges set out in the Purchase Order or, in default, Schedule 2 are inclusive of:
  - (v) all materials not specified be provided by the Company; and
  - (vi) all expenses incurred by the Subcontractor in attending to jobs, including but not limited to the payment of any travel allowance, accommodation or vehicle expenses; and
  - (vii) GST.
- (b) The Subcontractor will provide the Goods and/or Services commencing and completing upon the dates nominated in the Purchase Order or such other date (earlier or later) notified in writing by the Company. Where the delivery date for the Goods and/or Services is accelerated or delayed by the Company subsequent to the Purchase Order, the Company will not be liable for any additional charges of any nature nor for any losses suffered by the Subcontractor as a result of that delay.
- (c) The Company may cancel part or all of a Purchase Order at any time before the delivery of (that part of) the Goods and/or Services. In the event of such cancellation, the Company shall not be liable for any losses suffered by the Subcontractor arising out of or in connection with that cancellation.

#### 5. Variations

- (a) Where the Company requires the Subcontractor to perform additional or different services not contained within the Purchase Order, the Company is to provide specification of the proposed variation of the Goods and/or Services to the Subcontractor. The Subcontractor is then to submit within 7 days (or where the Company specifies another time period, within that other time period) a written quotation of the Subcontractor's price to perform the variation of work.
- (b) Where the Company agrees to the quoted price for the variation, it shall confirm such agreement in writing to the Subcontractor with a Purchase Order for the variation.
- (c) Where the Company does not agree to its quoted price, the Company may (in its complete discretion) request an amended quotation from the Subcontractor (to be treated in the same way as the original quotation pursuant to this clause).
- (d) In the alternative, where the Company does not agree to its quoted price or where the Subcontractor does not submit a quotation of its price within the specified time frame in relation to the varied Services, the Company may engage another person to provide the varied Services.

#### 6. Relationship Between the Parties

- (a) The relationship is one of principal (the Company) and independent contractor and/or vendor (the Subcontractor). The Subcontractor is not an agent, lessee, joint venturer, employee or partner of the Company for any purpose whatsoever and the Subcontractor is not to hold itself out as such nor allow any of its personnel to do so unless the Company expressly authorises the Subcontractor in writing to do so.

- (b) The Subcontractor and its personnel have no authority, whether express or implied, to create any binding debt, liability or other obligation on behalf of the Company without the Company's prior written consent.
- (c) As a contractor, the Subcontractor agrees that it shall:
  - (i) be solely responsible for the payment of all contributions and payments required by law to be made in respect of the work performed on its account under this agreement including payments to its personnel, agents or sub-contractors and government or statutory bodies including (but not limited to) salary, wages, annual leave, sick leave, long service leave, superannuation, workers compensation premiums and payments, taxes and accident and other insurances;
- (d) at all times and at the Subcontractor's own expense comply with the provisions of any relevant legislation including (but not limited to) any workplace agreement, award, notional agreement, Australian Pay and Condition Standards, order, determination or decision of an industrial court or tribunal applicable to the work performed on the Subcontractor's account and including by the Subcontractor's other personnel, agents or sub-contractors.

## 7. Invoicing and Payment

- (a) In order to receive payment from the Company for the jobs completed, the Subcontractor is required to provide the Company with invoices for all work done. Unless specified differently in the Purchase Order, the Subcontractor may render invoices upon completion of the Services ("final claim")
- (b) The Company will pay the Subcontractor for the Services, upon the basis set out in as specified in:
  - (i) the Purchase Order; or,
  - (ii) in default of that, 30 days; or
  - (iii) as subsequently mutually agreed in writing by the parties.

Such amounts are inclusive of GST.

- (c) The Subcontractor will apply any payment by the Company to any specific invoice nominated by the Company.
- (d) Payment of monies will be subject to the Subcontractor complying with the Companies requirements as advised to the Subcontractor from time to time.
- (e) Payment to the Subcontractors by the Company shall not be evidence of the value of the Goods and/or Services or an admission that the Goods and/or Services have been carried out satisfactorily or a waiver of any right or action which the Company may have at any time against the Subcontractor.

## Defects

- (a) Where there is a defect in the good/services provided, the Subcontractor is responsible for repairing or replacing the Goods and/or rectifying the Services. Within 1 business day, the Subcontractor must notify the Company of the steps to be taken to address the complaint and date and time of such action. The Company may direct the Subcontractor to vary (including abbreviate) the scope and timetable for the remedial work.
- (b) Such replacements, repairs or rectification, will be carried out at the Subcontractor's expense and the Company will not in any way be responsible to reimburse the Subcontractor for it. The Subcontractor shall be liable to indemnify the Company for any loss, damage or liability whatsoever suffered by the Company (whether directly or indirectly) as a result of the defective Goods and/or Services, and/or the Subcontractor's failure to replace, repair or rectify such defects in a competent fashion within the time period directed by the Company. The Company may withhold payment of any amount outstanding to the Subcontractor for any work done on any account until such time as such replacement, repair or rectification has been completed by the Subcontractor.

- (c) If the Company gives a direction to the Subcontractor to replace, repair or rectify defects in accord with sub-clause (a), but the Subcontractor fails to replace, repair or rectify such defects or fails to follow a direction issued by the Company within the time required by that direction, the Company may engage the services of another contractor to replace, repair or rectify the defective Goods and/or Services on the Subcontractor's behalf. The Subcontractor shall be liable to indemnify the Company for all their costs and expenses associated with the retention of that contractor and/or withhold payment owing to the Subcontractor for other work done in payment for such additional amounts.

## **8. Provision of Equipment**

- (a) The Subcontractor is required to supply and use such equipment as is necessary to provide the Services.  
(b) The Company will not provide some equipment to the Subcontractor unless expressly agreed in writing.

## **9. Ability to Contract Out**

- (a) The Subcontractor is not entitled to assign their obligations pursuant to this Agreement to another subcontractor without the Company's express prior written approval. If the Subcontractor wishes to engage another person(s) to provide the Goods and/or Services on their behalf, such person(s) must be approved in advance by the Company. Such approval will not be unreasonably withheld.  
(b) Consent and/or approval under this clause will not relieve the Subcontractor of any liability or obligation under this Agreement and the Subcontractor warrants that any person engaged by the Subcontractor to provide the Goods and/or Services will comply with this Agreement in all relevant respects.

## **10. Dealings with Customers**

- (a) During the term of this Agreement and when providing Goods and/or Services pursuant to the Agreement, the Subcontractor is not to engage in conduct which:
- (i) is dishonest, or
  - (ii) endangers the health, safety or welfare of others, or
  - (iii) is rude or abusive, or
  - (iv) is discriminatory or amounting to sexual harassment, or
  - (v) harms the reputation of the Company or its customers, or
  - (vi) harms the relationship between the Company and its perspective of customers and prospective customers, or
  - (vii) breaches any sub-contractor code of conduct issued from time to time.
- (b) At all times whilst carrying out the Services under this Agreement the Subcontractor must ensure that when the Subcontractor or its personnel attend with customers, the Subcontractor and its personnel or subcontractors at all times dress and present itself in a professional, presentable, clean and tidy manner and will wear a uniform of its choosing which clearly displays its business name.]

## **11. Occupational Health and Safety**

- (a) As a contractor, the Subcontractor is independently responsible for complying with all occupational health and safety legislation, regulations, policies, procedures and practices as in force from time to time with respect to the provision of the Goods and/or Services. Where the Subcontractor is working on a site that is controlled by the Company, the Subcontractor is to comply with all directions specified in Schedule 3 to this Agreement and to comply with all other reasonable directions of the Company in respect of OH&S.

## 12. Communication

- (a) The Subcontractor must provide a current e-mail address and mobile telephone number with a voicemail facility to the Company. The Subcontractor or its representative must be contactable by email or mobile phone on the days the Subcontractor is required to work for the Company between 6:30am and 7pm, and between 1pm - 6pm on the preceding day.
- (b) If a Company representative leaves a voicemail message on or text to the mobile telephone number provided by the Subcontractor, the Subcontractor or its representative must return the phone call within a reasonable time frame.

## 13. Confidentiality

- (a) Except as required to provide the Goods and/or Services, the Subcontractor must not (without the written authority of the Company) at any time during the term of this Agreement or after its termination:
  - (i) remove from its workplace, the Company premises or any customer's premises;
  - (ii) use for any commercial purpose; or
  - (iii) disclose to any third party (including the Company customers, other the Company contractors or workers);any confidential information.
- (b) Notwithstanding anything contained in the Termination clause of this Agreement, this clause shall continue to operate after the termination of the Agreement.

## 14. Insurances

- (a) The Company requires that the Subcontractor:
  - (i) procures and maintain (at its own expense) relevant and appropriate insurances, including but not necessarily limited to
    - A. a workers compensation insurance policy pursuant to the relevant legislation;
    - B. broad form public liability insurance to the value of at least \$10 million;with reputable insurers approved by the Company; and
  - (ii) provides certificates of currency relating to such insurances within 2 business days of request; and
  - (iii) notifies the Company in writing of any changes in its insurance policies within 24 hours of such change.
- (b) Failure to comply with paragraph (a) above will entitle the Company to suspend the Agreement immediately without compensation.

## 15. Tax Obligations

- (a) The Subcontractor must hold an Australian Business Number (ABN) prior to issuing its first tax invoice pursuant to this Agreement and maintain registration of the ABN throughout the term of this Agreement. Failure to do so will entitle the Company to terminate this Agreement.
- (b) The Subcontractor is to include its ABN, business address, business name, Goods and/or Services supplied and service period on all tax invoices submitted to the Company and will advise us immediately if the ABN registration is cancelled. All tax invoices must comply with the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- (c) The amounts claimed in each tax invoice will be GST inclusive.

- (d) In the event that the Subcontractor is unable to obtain an ABN or does not advise the Company of its ABN, the Subcontractor acknowledges that the Company will withhold tax from any payments owed to it at the rate stipulated in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- (e) Where the Subcontractor does not meet the requirements for GST registration it will inform the Company and will not then be required to charge GST in respect of services provided to the Company.

#### **16. Restriction on Approaching Workers and Contractors**

- (a) During the term of this Agreement and for one (1) year after its termination, the Subcontractor is not entitled to canvass, solicit, interfere with, entice away or engage (either directly or via a third party) any employee of the Company. This clause shall continue to operate after the termination of the Agreement.

#### **17. Restriction on Dealing with Customers of Company after Termination of Agreement**

- (a) During the term of this Agreement and for one (1) year after its termination (without the written consent of the Company), the Subcontractor is not entitled to:
  - (i) canvass, solicit, interfere with or entice away any customer of the Company for when the Subcontractor provided Goods and/or Services in the prior twelve months for the purposes of providing to such person (directly or through a third party) goods or services of a type substantially similar to those provided by the Subcontractor when engaged under this Agreement; nor
  - (ii) be engaged by any person (directly or through a third party) where such person was (at any time during the term of this Agreement) a customer of the Company.
- (b) This clause shall continue to operate after the termination of the Agreement.

#### **18. Suspension**

- (a) The Company may suspend any Services for up to 1 month with 24 hours written notice. The Company has no liability to the Subcontractor nor is it required to pay the Subcontractor for any loss or damage that the Subcontractor incurs arising out of or relating to the period of suspension. At the completion of the suspension period, the pricing contained in the Purchase Order shall remain current for the Services.

#### **19. Termination**

- (a) The Company or the Subcontractor may terminate this Agreement for any reason (or without reason) by giving to the other party 7 days notice in writing. During any such notice period, the Company is not required to enable the Subcontractor to complete orders in relation to the Goods and/or Services, and there shall be no right to claim nor obligation to pay the Subcontractor any amount for any:
  - (i) loss;
  - (ii) damages; or
  - (iii) payment

for the balance of the Goods and/or Services which provision has been prevented.

- (b) The Company may terminate this agreement immediately by notice in writing in the following circumstances:
  - (i) the Subcontractor breaches a provision of this Agreement and has failed to rectify that breach within seven days (or such other period specified by the Company) of a direction given by the Company;
  - (ii) If the Subcontractor repeatedly or substantially refuse to or fail to meet the timetable for the work specified in the Purchase Order or otherwise specified in writing.
  - (iii) the Subcontractor or its personnel breach its or their obligations of confidentiality under this Agreement;



- (iv) a force majeure event causes a suspension which exceeds 30 days.
  - (v) the Subcontractor is served with a bankruptcy notice or otherwise commits an act constituting bankruptcy; or,
  - (vi) the Subcontractor or any of their personnel commits a criminal or fraudulent act in connection with the provision of the Goods and/or Services.
- (c) Where the Company terminates the Agreement pursuant to this clause, the Subcontractor shall have no entitlement to claim or receive any amount for damages, compensation or restitution for any loss or liability whatsoever suffered by the Subcontractor (whether directly or indirectly) as a result of the Subcontractor being prevented from providing the Goods and/or Services as per any Purchase Order and any variations.
- (d) Where the Company terminates the Agreement pursuant to this clause, this does not in any way restrict the rights of the Company to claim from the Subcontractor any damages whatsoever arising from or in connection with any breach of the agreement by the Subcontractor whether such loss or damage arose before or after the termination of the agreement.

## 20. Warranties

- (a) The Subcontractor warrants to the Company:
- (i) that all the Goods and/or Services to be provided by the Subcontractor will be provided in a good and proper manner complying with any legislation or relevant Australian or ISO Standard. The Subcontractor acknowledges that the Company will carry out assessments to ensure that the appropriate standards of quality are met;
  - (ii) that the Subcontractor will correctly and accurately record all information required by the Company for the provision of the Goods and/or Services and will faithfully and diligently record the information required for the Company to obtain payment by its customer for the Goods and/or Services; and
  - (iii) that its personnel are of good fame and character and the Subcontractor will ensure that they conduct themselves in such a way as to avoid any damage or harm to the Company and to the business conducted by the Company.
- (b) The Subcontractor indemnifies and will keep indemnified the Company against all losses, claims, costs and expenses that may arise as a result of a breach of any one or more of the warranties in this clause.

## 21. Indemnity and Exclusion of Liability

- (a) Indemnity:
- (i) In addition to any liability to the Company arising out of the terms and conditions of this Agreement, the Subcontractor indemnifies the Company for any loss, damage or liability whatsoever suffered by the Company (whether directly or indirectly) as a result of:
    - A. defective Goods and/or Services;
    - B. failure to provide the Goods and/or Services in a timely fashion; or
    - C. damage or injury to the person or property of any customer or third party
    - D. damage or injury to the person or property of the Companyarising in connection with any conduct or omission by the Subcontractor or their personnel.
  - (ii) This indemnity applies in respect of any claim, suit, demand or action under statute, contract, tort, equity, estoppel or any other cause of action by the Subcontractor, the customer or a third party, seeking compensation, damages, restitution, penalty or any other remedy.



- (iii) This indemnity continues to operate after the termination of this Agreement, and applies to loss, damage or liability incurred both during and after the operation of the Agreement, provided such loss, damage or liability arises from conduct undertaken, or omissions, by the Subcontractor or their personnel during the term of this Agreement.

(b) Exclusion of liability:

- (i) Other than as expressly provided in this Agreement, to the extent permitted by law, the Company, its officers, employees and agents will not be liable for any loss, damage or liability whatsoever suffered by the Subcontractor (whether directly or indirectly) arising out of any conduct of the Company (including termination of this Agreement and conduct not authorised or contemplated by this Agreement).
- (ii) This exclusion shall apply in respect of any claim, suit, demand or action under statute, contract, tort, equity, estoppel or any other cause of action by the Subcontractor, the customer or a third party, seeking compensation, damages, restitution, penalty or any other remedy.
- (iii) To the extent permitted by law, the Company excludes all implied warranties and conditions that may otherwise render the Company liable to the Subcontractor.
- (iv) This exclusion continues to operate after the termination of this Agreement, and applies to loss, damage or liability incurred both during and after the operation of the agreement.

## 22. Governing Jurisdiction

- (a) All aspects of this Agreement are governed by the law of the state in which the Company's registered office is located.

## 23. No Waiver

- (a) If, during the term of this Agreement, the Company does not exercise its rights in accordance with a provision of the Agreement, this will not prevent the Company from doing so on other occasions.

## 24. Notices and Service of Claims

- (a) Notices, claims and documents to be served upon the Company pursuant to this Agreement must be:

- (i) delivered personally to the contact person nominated in the Purchase Order;
- (ii) sent by facsimile to the fax number specified in the Purchase Order;
- (iii) sent by email to the email address specified in the Purchase Order; or
- (iv) sent by pre-paid post to address in the Purchase Order,

and, in the case of posting, will be deemed to have been given and received 3 business days after posting and, in the case of faxing, immediately.

- (b) Notices, claims and documents to be served upon the Subcontractor pursuant to this Agreement must be:

- (i) delivered personally to the Subcontractor or a person nominated by the Subcontractor in advance;
- (ii) sent by facsimile to the fax number specified in the Purchase Order;
- (iii) sent by email to the email address specified in the Purchase Order; or
- (iv) sent by pre-paid post to the address specified in the Purchase Order,

and, in the case of posting, will be deemed to have been given and received 2 business days after posting and, in the case of faxing, immediately.

- (c) An email will not be deemed to have been delivered unless either the sender has a reply from the recipient or a print out of software-generated evidence of its successful delivery.

**25. Void, Voidable or Unenforceable Provision**

- (a) If any provision of this Agreement at any time be or become void, voidable or unenforceable, the remaining provisions of this Agreement shall nevertheless continue to be in full force and effect.

**26. Background Checks**

- (a) By signing this agreement the Subcontractor grants express permission for the Company to conduct all relevant background checks on the Subcontractor, including but not necessarily limited to criminal record, prohibited persons and working with children checks. Any employee or subcontractor that the Subcontractor engages must also agree to have these checks undertaken on their background.

## Dictionary

“business day” means any day which is not a weekend or public holiday in the State where the work is to be carried out.

“customer” means any person who or entity which has obtained goods or services from the Company (whether as a party or a beneficiary of a third party contract with the Company) during the term of this agreement.

“confidential information” shall include (but is not limited to):

- the files, names, contact details, addresses, bank or credit details, income details, security details (including passwords and security access codes), personal (including health related) information, profiles, preferences, attitudes and idiosyncrasies of customers and workers of the Company, as well as any marketing research concerning them;
- all financial records, security details (including passwords and security access codes), operational/marketing systems or plans, pricing arrangements, other contractual terms of the Company and its related entities, as well as details of any correspondence or conversations (that do not form documents on the public record) between the Company, its officers and/or related entities or between the Company, its officers and/or related entities and any customer, potential customer, former customer, government department or instrumentality or the police.

“Goods” means any goods provided by or to be provided by the Subcontractor to the Company pursuant to this Agreement.

“GST” means any goods and services tax, value added tax, gross receipts tax or any other tax or charge or impost of a similar nature payable in respect of goods or services supplied in connection with this agreement, including as defined in *A New Tax System (Goods and Services Tax) ACT 1999 (Cth)*.

“its personnel” means any person or entity engaged by the Subcontractor to perform services pursuant to this Agreement.

“related entities” includes <insert any related entities> as well as any entity not included in that list which is a related body corporate within the meaning of the *Corporations Act 2001*.

“Services” means any services provided by or to be provided by the Subcontractor to the Company pursuant to this Agreement.

“worker” means any company officer, employee or contractor of the Company or its related entities.

**COMPANY:**

Signed:

Position:

Date:

Name in full (printed):

Witnessed by:

Witness name in full (printed):

Witness address:

**CONTRACTOR:**

Signed:

Position:

Date:

Name in full (printed):

Witnessed by:

Witness name in full (printed):

Witness address:



## SCHEDULE 1 – THE SERVICES

### Provision of signage installation services

#### **Qualifications and Licensing Required by Relevant Workers:**

- As required by the relevant authorities to complete the works in the relevant jurisdiction where the works are located.

#### **Ordinary services will include:**

- Installation of signage as required
- All other task associated with the completion of the installation works including, but not limited to collection and delivery
- Completion of the installation as per the agreed specifications

## SCHEDULE 2 – REMUNERATION

During the term of this agreement, where there are not rates or calculated amounts for Services specified in a relevant Purchase Order, the Subcontractor will be paid at the minimum rates set out below. These rates are inclusive of GST and all expenses or costs incurred by the Subcontractor in completing the job.

Category	Rate per person per hour
Ordinary time (6am to 6pm - Monday to Friday)	[rate to be inserted]
Overtime (any time outside of ordinary time)	[rate to be inserted]

## SCHEDULE 3 – OCCUPATIONAL HEALTH & SAFETY

### 1. General Occupational Health & Safety Requirements

- 1.1 The Subcontractor and the Subcontractor's personnel will at all times identify and exercise all necessary precautions for the health and safety of all persons including the Subcontractor's personnel, the Company's employees and other subcontractors and members of the public who may be affected by the performance of this Agreement.
- 1.2 The Subcontractor must ensure that its personnel:
- (a) attend and participate in any Occupational and Health and Safety ('OHS') induction process;
  - (b) co-operate with the Company in completing a hazard and risk identification process for each site to identify potential hazards and develop a system to control those hazards;
  - (c) comply with all the Company's environmental and OHS policies, procedures and safety control measures relevant to a site including any requirements relating to the control of hazards identified during the hazard identification process; and
  - (d) comply with any and all the Company directions relating to OHS.

### 2. Legislative Compliance

- 2.1 The Subcontractor is to comply with and ensure that its personnel comply with:
- (a) all applicable laws;
  - (b) any relevant standards.

### 3. Sub-Contractor Occupational Health & Safety Management Systems

- 3.1 The Subcontractor's OHS management system must as a minimum requirement demonstrate compliance with all duties of an employer specified in the relevant laws.
- 3.2 The Subcontractor must, when requested by the Company, submit a complete copy of its OHS management system documentation which must include as a minimum requirement:
- (a) OHS training and induction
  - (b) Safe work practices and Safe Work Method Statement
  - (c) OHS performance monitoring
  - (d) OHS consultation procedures

### 4. Certification

The Subcontractor must ensure that they and their personnel undertake any induction or certification at its own expense as required by legislation, the Company or the Company's principal.

### 5. Safe Work Method Statement

- 5.1 The Subcontractor is to provide to the Company a Safe Work Method Statement prior to commencement of the Services. The Subcontractor's personnel working on the Company's site will be inducted by the Subcontractor into such Safe Work Method Statement.



5.2 The Company may ask to review and approve such Safe Work Method Statement before any Goods and/or Services are provided under the Agreement. If the Company does not request to review this Safe Work Method Statement, that does not exempt the Subcontractor from their obligation to develop and comply with such a document.

5.3 The Safe Work Method Statement shall include the specific OHS risk assessment, identify OHS hazards and issues relevant to the Agreement and shall include any specific safety guideline requirements provided by the Company and document the systems and methods to be implemented by the Subcontractor to deliver the Goods and/or Services safely.

## 6. OHS Performance Reporting

6.1 When requested by the Company, the Subcontractor is to provide evidence of ongoing performance of its OHS management system. Without limiting the requirements of this obligation, the Company may request that the Subcontractor provide the following information in the form of a Sub-contractor OHS Performance Report, which must contain:

- (a) the number of lost time injuries;
- (b) the number of working days lost due to injury;
- (c) the current status of any injured Subcontractor's personnel, damaged property or environmental damage or pollution;
- (d) the status of the implementation and outcomes of corrective actions undertaken as a result of OHS inspections and risk assessments; and
- (e) the status of OHS management system audits undertaken.

## 7. Incident Notification

7.1 If the Subcontractor is required to give any notice of an incident occurring during the performance of its obligations under the Agreement, the Subcontractor must at the same time or as soon as possible thereafter give a copy of the notice to the Company.

7.2 The Subcontractor must promptly notify the Company of any accident, injury, property or environmental damage which occurs during the term of this Agreement. All lost time incidents shall be immediately notified to the Company.

7.3 The Subcontractor must within 3 days of any such incident provide a report giving complete details of the incident, including results of investigations into its cause, and any recommendations or strategies for prevention in the future.

## 8. Non-Conformance

8.1. If during the term of this Agreement, the Company notifies the Subcontractor that in its opinion the Subcontractor is:

- (a) not conducting the work in compliance with its Project Safety Plan, health and safety management procedures, relevant laws or health and safety procedures provided by the Company from time to time; or
- (b) conducting the work in such a way as to endanger the health and safety of the Subcontractor's personnel or the Company's workers, plant, equipment or materials and the Subcontractor does not promptly remedy the relevant breach of health and safety;

the Company will be entitled to immediately suspend or terminate any Goods and/or Services pursuant to a Purchase Order or this Agreement.

## **SCHEDULE 4 – PURCHASE ORDER**

As per the standard Company Purchase Order template.