



Government of **Western Australia**
Department of **Health**

SERVICE DELIVERY PROCEDURES

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1. GENERAL

1.1 Introduction

This document outlines the procedures and requirements to be observed by Contractors in the course of attending Premises and undertaking the Services and/or Works. It also establishes the expectations of the Customer in this regard.

In addition to the requirements set out within this document, specific Premises may have additional or differing requirements which must be complied with. This is further set out in clause 3.3 of this document.

1.2 Definitions

These Service Delivery Procedures should be read in conjunction with the General Conditions identified in the Request document, which set out the defined terms used in this document.

In addition, the following definition applies to these Service Delivery Procedures.

Site Representative – The person appointed to deal with the Contractor for matters relating to a specific Premises. In as far as it is cognisant to do so, any rights and responsibilities assigned to a Site Representative may also be exercised by the Customer's Representative. The Site Representative role may in some instances be assigned to the Customer's Representative.

1.3 Contractor Service Expectations

Contractors must undertake the work and deliver the Services in a professional manner, and to a high standard.

Contractors shall engage in effective communication with all relevant stakeholders, and gain a clear understanding of the needs and requirements of the Customer.

Contractors will work in partnership with the Customer to ensure that services delivered are cost effective, timely, appropriate for the needs of the, and of a high qualitative standard. In this spirit, Contractors will strive to build a strong and constructive relationship with the Customer, and ensure that the expectations of Customers are met.

1.4 Expectations of Contractor Behaviour

Contractors shall undertake any work with due regard and consideration to the public interest concerns and reputation of the Customer.

As such, it is expected that in the course of its relationship with the Customer, Contractors adhere to the following:

- (a) Comply with the requirements of the Customer Contract;
- (b) Comply with all relevant legislative, regulatory and other legal requirements;
- (c) Meet all relevant industry standards and codes of practice;
- (d) Conduct business with professionalism, care, diligence and accountability;
- (e) Behave in an ethical manner;
- (f) Maintain a safe and healthy working environment;
- (g) Treat the Customer, and any other persons with whom interaction is required in the course of undertaking work, with courtesy and respect.

Contractors are expected to become familiar with the Premises, including any buildings, fixtures and fittings relevant to the Customer Contract. Contractor Personnel should develop sufficient knowledge of where key equipment, assets and other items relevant to the Customer Contract are located, and be able to locate them without assistance from the Site Representative.

It is also required that Contractor Personnel have the necessary knowledge and competency to work on any equipment, assets, fittings, fixtures and/or other components of the Premises relevant to the Customer Contract.

1.5 Specific Courtesy and General Appearance Issues

When visiting or working at a Premises, (including grounds and buildings) and government offices, Contractors and any Contractor Personnel must:

- (a) ensure current Contractor identification with the tradesperson's name and photograph is clearly visible at all times;
- (b) present a neat and tidy personal appearance while ensuring appropriate dress standards that comply with safety requirements; and
- (c) ensure any disruption to occupants is kept to a minimum, and advise the Site Representative of possible disruptions that are likely to occur.

Contractors should note that all Premises are designated as "No Smoking" areas.

While on Premises, the following behaviour is not acceptable and any offending person may be directed by the Site Representative to leave the Premises:

- (a) Intimidating, threatening or otherwise offensive behaviour;
- (b) swearing and the use of offensive and/or inappropriate language and gestures;
- (c) displaying offensive visual material such as books, magazines, cartoons, clothing and vehicle stickers;
- (d) ignoring the "No Smoking" policy;
- (e) defacing or damaging government premises or the occupant's personal property;
- (f) bringing animals on site; and
- (g) possessing or being under the influence of alcohol or illicit drugs.

1.6 Breaches of the Service Delivery Procedures

Breaches of these Service Delivery Procedures require an apology (either verbal or written) and restitution for damage caused.

Any breaches of contract or these Service Delivery Procedures may also be dealt with in accordance with the Customer Contract and at law.

2. HOURS OF WORK

2.1 Contractor Availability

For any Reactive maintenance work, the Contractor is required to be available to carry out the work at all times (24 hours a day, 7 days a week, any week of the year) in accordance with the requirements of the Customer Contract.

For all other work, the Contractor is required to be available to perform work during Business Hours, or as otherwise specified or agreed.

2.2 Business Hours

Business Hours means the hours between 7:30am and 5:00pm on Business Days.

2.3 After Hours

After Hours shall mean any hours that are not Business Hours and include all hours on Saturdays, Sundays and public holidays in Western Australia.

2.4 Work during Weekends and Public Holidays

Work may only be carried out by the Contractor on Saturdays, Sundays and public holidays with the express consent of the Customer.

3. ACCESS REQUIREMENTS

3.1 Contractor must inform itself of Access Requirements

It is the Contractor's responsibility to inform itself of the various restrictions on access to any given Premises, and the Customer and the Contract Authority are not liable for any damage, loss, costs, expenses, claims, or delays suffered by the Contractor in failing to do so or failing to take into account those restrictions to access in its performance of the required work. The Contractor hereby irrevocably indemnifies and agrees to keep indemnified and hold the Customer and Contract Authority harmless from the same.

3.2 Premises Access and Parking Arrangements

The Contractor shall make all necessary arrangements for access to the Premises for the purposes of carrying out the required work.

Access to car parking facilities and loading docks is generally restricted. Parking may be available on the Premises, but must be co-ordinated with the Site Representative. Obstruction to car parking facilities and loading docks is not permitted.

3.3 Premises Policies, Procedures and Induction

The Contractor shall obtain a copy of and familiarise itself with all policy documentation, procedures and other requirements that relate to working on Premises, and shall comply with all applicable policies, procedures and other requirements.

Some Premises may have special requirements, and require that Contractor Personnel attending the Premises attend an induction prior to attending the Premises. If such a requirement applies, the Contractor shall ensure that all Contractor Personnel engaged in the performance of the Services for that Premises attend any required induction prior to undertaking work on the Premises.

Where any inconsistency occurs between the provisions of the policy documentation for the Premises and these Service Delivery Procedures, the Service Delivery Procedures shall where possible be read down to resolve the inconsistency.

3.4 Security Clearances

Some Premises may require Contractor Personnel to obtain security clearances in order to attend the Premises. The Contractor must arrange for all Contractor Personnel which will undertake work on such Premises to obtain the required security clearance.

3.5 Maintenance of Contractor Personnel Checks and Clearances

It is the Contractor's responsibility to ensure that Contractor Personnel at all times have current checks and clearances required by the Customer Contract to enable the Contractor to be able to attend all Premises on an urgent basis and to monitor and renew checks and clearances of all Contractor Personnel. Failure to do so may result in refusal of entry to Premises by the Customer and consequent breach of the Customer Contract. The Contractor must in addition to the above:

- (a) provide an annual submission and originals and copies of all relevant checks and clearances to the Customer;
- (b) give notice to the Customer of any changes to the Contractor or Contractor Personnel and provide new checks and clearances to the Customer within 7 days of the change occurring; and
- (c) give notice to the Customer if any Contractor Personnel has ended their employment with the Contractor and (where applicable) return all identification badges issued in respect of that person.

4. ATTENDANCE AT PREMISES

4.1 Arranging Attendance for Reactive Maintenance

If the Contractor is required to carry out reactive maintenance, the Contractor must contact the Premises prior to arriving at the Premises, and confirm a Site Representative will be present and available to provide access to the Premises for the Contractor.

4.2 Arranging Attendance for all Other Work

Prior to carrying out any work, the Contractor must contact the Customer or Site Representative by telephone at least two (2) Business Days before arriving at the Premises and make an appointment with the Site Representative to schedule their arrival as "morning" (7:30am to 12:00 noon), or "afternoon" (12:00 noon to 5:00pm), or "after hours" (5:00pm to 7:30am), or a more precise time agreed with the Customer or Site Representative.

4.3 Delay or Change in Attendance

The Contractor must inform the Customer or Site Representative at the earliest opportunity if they are unable to attend the Premises at the agreed time. Nothing in this clause shall be construed to remove any requirement by the Contractor to comply with any specified Response Times.

4.4 Arrival at the Premises

On arrival at the Premises the Contractor must:

- (a) park vehicles within a proper designated parking area;

- (b) seek out the Customer or Site Representative, show their Contractor identification card and advise the Site Representative of the purpose of their attendance on the Premises and identify the work to be undertaken;
- (c) seek the Site Representative's permission to enter the Premises;
- (d) sign in on any relevant logbooks or site register; and
- (e) be aware of any site specific requirements of the Premises (e.g. occupational safety and health requirements, fire safety procedures etc).

4.5 Contractor Personnel Identification

When attending the Premises in performing the requirements of any Customer Contract, the Contractor (and Contractor Personnel) must wear work clothing that clearly identifies the Contractor, be able to provide photo identification and comply with any other additional security measures required at all times while on Premises, as may be directed by the Customer, Customer's Representative or Site Representative.

If a Premises has a process by which it issues its own identification badges (ID Badges) for use by Contractor Personnel, the Contractor shall comply with all requirements and conditions set by the agency for the issuance of the ID Badges, and obtain these ID Badges if required to do so.

The Contractor must ensure that Contractor Personnel can clearly be identified as such. Acceptable forms of identification include:

- (a) an ID Badge issued by the Contractor which clearly displays the:
 - (i) name (and where applicable, logo) of the Contractor;
 - (ii) name of the Contractor Personnel; and
 - (iii) head shot photo of the Contractor Personnel;
- (b) a form of photo identification legally recognised in Western Australia (e.g. a driver's license), in conjunction with a uniform issued by the Contractor which clearly identifies the Contractor, and which is worn by the Contractor Personnel; or
- (c) an ID Badge issued by the Premises, if the Premises has issued an ID Badge for the Contractor Personnel.

4.6 Access Keys

The Contractor may be issued with keys to access a Premises. Any access keys issued to the Contractor must be kept secure and returned to the Customer's Representative or Site Representative (whomever issued the keys) prior to the Contractor leaving the Premises.

If the Contractor loses any key to the Premises, the Contractor must:

- (a) Immediately report the loss to the Site Representative; and
- (b) Pay to the Customer, on demand, all of the costs of:
 - (i) Re-keying and/or replacing the door locks in any part of, or throughout the whole Premises; and
 - (ii) Replacing all keys to all locks that are re-keyed or replaced.

The Contractor should note that re-keying a Premises or section of a Premises after the loss of a key is a significant expense. Keys must not leave the premises unless authorised by the Site Representative.

5. WORKS ON PREMISES

5.1 Compliance With Laws and Restrictions by Customer

Whilst on the Premises, the Contractor is required at all times to:

- (a) comply with all legislation, regulations and by-laws and any additional restrictions imposed by the Customer relating to the storage of materials and the interruption of existing services and facilities on the Premises;
- (b) comply with all legislation, regulations and by-laws relating to the protection of the environment;
- (c) only remove or destroy trees or shrubs with the written approval of the Customer;
- (d) not light a fire without the written approval of the Customer; and
- (e) comply with all legislation, regulations and by-laws and any restrictions imposed by the Customer relating to the storage of flammable or explosive products and only with the approval of the Customer.

5.2 Premises Access

The Site Representative may nominate specific access routes through the Premises for access to facilities, equipment or other areas relevant to the required work, and the Contractor shall use these routes unless otherwise agreed with the Site Representative.

The Site Representative has the right to restrict access to the Premises, or any part of the Premises, to the Contractor, where such access obstructs the operation of the Premises.

5.3 No Nuisance

The Contractor is required whenever possible to carry out work at the Premises in the time periods that suit the Customer and Site Representative, but still meet the Response Times and requirements of the Customer Contract. Where work is carried out in occupied or partially occupied building areas the Contractor should ensure that the work is undertaken with a minimum of nuisance or annoyance to the occupants of the Premises.

5.4 Disruptive Works

The Contractor shall advise the Site Representative of any work which may disrupt, interfere, hamper or inconvenience the operation or performance of the Premises, or its occupants. The Contractor shall, in consultation with the Site Representative ensure that such work is programmed and co-ordinated at times that will minimise disruptions.

If the Site Representative considers any works or elements of the required work would disrupt, interfere, hamper or inconvenience the operation or performance of the Premises or its occupants; or are actively causing such an effect, then the Site Representative may:

- (a) Instruct the Contractor to stop any work, activities or parts thereof which are causing such effect on the Premises; and /or
- (b) Instruct the Contractor to perform such work during After Hours, or other suitable time.

The Contractor must comply with all such instructions by the Site Representative.

5.5 Acts of Misconduct

The Contractor shall refrain from any act of misconduct such as entry to non-authorized areas, or any other act of conduct such as nuisance or negligence which may be offensive or constitute a danger to persons or property within the Premises.

5.6 After Hours Works

The Site Representative must be notified of any proposed work to be carried out during After Hours, including any work which requires attendance by the Customer's staff (i.e. security or maintenance personnel) during After Hours. All costs associated with such attendance shall be entirely at the cost of the Contractor, and at least two Business Days notice must be provided of the requirement for such After Hours work. The Contractor shall be responsible for coordinating and making all arrangements for work during After Hours.

5.7 Emergency Procedures

The Contractor shall cooperate with appointed fire wardens, security officers or other person fulfilling a designated public service for the Premises "Emergency Control Officers", and comply with all directions from such Emergency Control Officers with regard to both test procedures and emergency events.

The Contractor shall not charge the Customer any additional cost associated with complying with such directions from Emergency Control Officers.

5.8 Existing Installation

If the work affects or is likely to affect the continuity of services to the Premises, the Contractor must:

- (a) advise the Customer and Site Representative in writing of the extent of the services to be rendered inoperative and the period for which they will be inoperative;
- (b) comply with the precautions as specified in the relevant maintenance standards and as required by the any legislation or regulations and/or as agreed; and
- (c) ensure that the duration of whole or part isolation of any component in the system shall be kept to a minimum and, where practical, sections of the installation shall be isolated in preference to the whole installation.

5.9 Protection of Persons and Property

The Contractor must provide all things and take all measures necessary to protect people and property within the Premises during the performance of the work. This includes, but is not limited to any existing building structure, furniture, finishes, fixtures and fittings. The Contractor shall provide temporary hard wearing plastic mats on the floors along all access routes through the Premises that are used for delivery or removal of equipment.

The Contractor shall carry out an inspection of the spaces where the work is to be carried out prior to the start of work on the Premises, and issue a list of defects to such spaces to the Site Representative. Any further damage to the structure, furniture, finishes, fixtures and fittings caused by the Contractor during the work shall be made good by the Contractor.

Protective measures must comply with all legislative and regulatory requirements including the *Occupational Safety and Health Act (WA) 1984* and the *Occupational Safety and Health Regulations (WA) 1996*.

5.10 Equipment Deliveries to Premises

Except for hand held items, the Contractor shall only bring or deliver plant, equipment or materials onto the Premises by prior arrangement with the Site Representative.

5.11 Access for Third Parties

The Contractor shall not allow third parties, such as visitors or other persons who are not engaged in the performance of the work, onto the Premises without prior written approval from the Site Representative.

5.12 Use of Premises Facilities and Equipment

The Contractor must obtain a copy of all policy documentation that relates to the use of facilities and equipment on the Premises, and comply with all procedures and other requirements.

If any equipment, plant and/or facilities are made available, for use by the Contractor for the purpose of carrying out work under the Customer Contract, and such equipment, plant and/or facilities are damaged for any reason, the Contractor must:

- (a) reimburse any costs or expenses incurred by the Customer in carrying out the repair, maintenance or replacement of the equipment, plant and/or facilities; or
- (b) carry out all necessary repairs, maintenance or replacement of the equipment, plant and/or facilities.

5.13 Working in Sensitive Areas

If the Contractor is required to work in sensitive areas (such as toilets and change rooms) the Contractor must:

- (a) obtain the Site Representative's express permission to work in that sensitive area;
- (b) explain how the required work will affect the Premises occupants and their use of the sensitive area;
- (c) ensure that provision has been made for alternative arrangements by the Premises occupants for the lack of any access to sensitive areas as a result of the work;
- (d) address and provide any security, locking or wedging of doors, temporary barriers, or supervision of sensitive areas prior to commencing work;
- (e) obey and reschedule or timetable work required by the Client in relation to the sensitive area; and
- (f) seek additional approval from the Customer for any additional Contractor Personnel required to supervise any sensitive areas before engaging those persons.

5.14 Music Playback Devices

The Contractor shall not operate radios or any playback music devices, unless the user is wearing personal earplugs, while working on the Premises.

5.15 Access Through Doors

Fire doors and plant room doors must not be held open for any reason. These doors shall be left closed at all times and failure to comply with this direction may result in the removal of the offending person from the Premises.

5.16 Control of Emissions

The Contractor must restrict and control the emission of noise, dirt, dust, fumes and vapours from the work area so that it does not interfere or cause nuisance to occupants of the Premises or its neighbours. Without limiting the generality of the foregoing, the Contractor must:

- (a) ensure that it and Contractor Personnel contain or clean themselves of any dirt or dust that they may shed before moving through any functioning areas of the Premises;
- (b) clean any visible debris, packaging, entrained dirt or dust from any routes used by the Contractor or Contractor Personnel to traverse through the Premises or transport materials or equipment after every instance of doing so;
- (c) prevent all dust from work travelling through the Premises including through any ventilation systems;
- (d) contain and remove all chemicals, paints, solvents and other liquids from the Premises and under no circumstances dispose of such liquids or any other material by discharge into any drains in the Premises.

5.17 Noise Control

The Contractor must take adequate measures to control noise emanating from its work. Any work that will cause noise that would pose a nuisance to occupants of the Premises that is expected to last for more than 30 minutes or will generate excessive noise must be carried out during After Hours, or as otherwise planned with and authorised by the Customer before being carried out.

The Contractor shall advise the Site Representative of any proposed noisy works, so that the work can be programmed and performed at times that will minimise the acoustic hazard to occupants or Premises operations.

If the Site Representative deems that noise emanating from the work is a nuisance or excessive, the Site Representative may instruct the Contractor to:

- (a) take reasonable steps reduce the noise, including but not limited to:
 - (i) situating noisy equipment away from occupied and noise sensitive areas;
 - (ii) performing noisy works in areas or at times specified by the Site Representative;
 - (iii) installing screens to limit the impact of noise; and
 - (iv) any other measures the Site Representative considers reasonable; or
- (b) halt the performance of the works, and resume performance of the work at another more suitable time as per clause 5.4 of these Service Delivery Procedures.

The Contractor must comply with all such instructions from the Site Representative.

5.18 Security

To the extent that the Contractor has been given possession of the Premises or portion of the Premises, the Contractor is responsible for the security and protection

of work and all plant, equipment and materials against theft, vandalism, or any other damage or loss, whether the Contractor is on the Premises or not, until the work is completed. This includes the erection of any signage, fencing, barriers or any other safety measures necessary to do so. If a security guard is required then the Contractor must provide all information required by the Customer who after considering the Contractor's request may approve the appointment of the security guard(s). The Contractor must not appoint a security guard(s) without first obtaining the Customer's consent to do so.

5.19 Light, Power and Water

The Contractor may draw electricity and water from the Premises using existing services infrastructure in order to complete the required work, unless the use of electricity and / or water by the Contractor is likely to be excessive or impact on the use of the Premises by the Customer or other occupants. In the latter case, the Contractor must first obtain the Customer's prior approval to draw services or otherwise make alternative arrangements for the provision of services to the work area at the Contractor's sole cost.

5.20 Use of Amenities

The Contractor and Contractor Personnel may use amenities such as bathrooms and toilets in the Premises, subject always to the terms and conditions of the Customer Contract, and all other applicable conditions, policies and procedures regarding:

- (a) not causing any nuisance;
- (b) sensitive areas;
- (c) restrictions on access;
- (d) directions from the Customer or Site Representative.

The Contractor may not use facilities or amenities such as bathrooms and toilets in the Premises to clean tools and equipment (such as paintbrushes, paint trays etc).

5.21 Tidy Work Area

The Contractor shall ensure that all work areas, and associated areas connected with the required work are kept in a clean and tidy condition to the satisfaction of the Site Representative. The Contractor shall regularly remove any rubbish, debris, materials or waste, and ensure such it is recycled or treated as waste in an environmentally safe manner.

Lubricants and greases, cotton waste and cleaning rags must not be kept on the Premises.

6. ON COMPLETION OF WORK

6.1 Clean Up and Notice

Once the Contractor has completed the required work, prior to leaving the Premises, the Contractor must:

- (a) clean the work area surrounding the work ensuring that all dust, dirt, debris, materials, plant and equipment, rubbish and temporary works of any kind are removed from the Premises, ensuring that it is left in a clean, tidy and presentable state to the satisfaction of the Site Representative;

- (b) fill, compact and level off all excavations (other than those forming part of the work) where necessary;
- (c) report to the Customer and Site Representative that the required work has been completed;
- (d) return to the Customer's Representative any keys, key cards, identification cards or other passes issued by the Customer to the Contractor;
- (e) sign out of any applicable logbooks or site registers;
- (f) complete and retain any required form(s) in respect of the required work; and
- (g) obtain the Site Representative's signature on any required form(s) confirming completion of work.

6.2 Salvaged Materials

Unless otherwise specified in the Customer Contract, or directed by the Customer's Representative or Site Representative, all materials, plant, equipment, fixtures and other things replaced during the performance of the Customer Contract shall be removed from the Premises by the Contractor.

6.3 Completion of Forms

- (a) Before leaving the Premises when the work is complete the Contractor must complete any form(s) that may be required.
- (b) If any format for the form(s) is specified by the Customer, the Contractor must comply with that format. If copies of the form(s) have been provided to the Contractor by the Customer for use by the Contractor in respect of any work that it may be required to complete, then the Contractor shall use those forms provided.
- (c) It is the Contractor's responsibility to ensure that the form(s) for any particular Services and/or Works is fully completed and records all required information and details of the required work for audit by the Contract Authority or Customer.
- (d) If the Contractor has failed to complete the form(s) in respect of any Services and/or Works, then the Contractor is not entitled to submit a tax invoice or receive payment in respect of that work.

7. CUSTOMER COMMUNICATION

7.1 Keep Customer Informed

As the work progresses the Contractor should keep the Site Representative informed of:

- (a) progress on the work;
- (b) when and reasons for leaving the Premises at any time and estimated time of return to the Premises;
- (c) any follow up action required;
- (d) any operational restrictions or precautions the Customer or Site Representative should take in relation to any work which is partially complete or needing to be made safe;

- (e) completion of work and completion and signing of any building or site registers.

7.2 Notification of Adverse Events or Circumstances

The Customer and the Contractor have a responsibility to notify the other party of any events or circumstances occurring and adversely affecting, or likely to adversely affect, the safe and proper function and environment of the building, fixture, equipment, or other item the subject of this Customer Contract.

7.3 Notification of Accidents

The Customer and the Contractor have a responsibility to notify the other party when either party is aware of the death or injury to any person or damage to property arising from the performance of any work under the Customer Contract.

8. MATERIALS AND EQUIPMENT

8.1 Tools of Trade

The Contractor must supply its own tools and equipment and spare tools and equipment sufficient to complete the required work during their first attendance to the Premises, unless exceptional circumstances can be demonstrated by the Contractor in writing. The Contractor is not entitled to include in any tax invoice or otherwise claim for the costs of hiring of tools, equipment, machinery, specialist equipment or other plant or equipment that may be necessary for the Contractor to use in order to complete the required work, unless such a claim is expressly permitted under the Customer Contract.

8.2 Safety Equipment

The Contractor and Contractor Personnel must supply their own safety equipment and personal protection equipment necessary to comply with all relevant legislation, regulations, by-laws and Australian Standards at the Contractor's sole cost.

8.3 Safety Consultants

Where the Premises presents a risk or hazard to the Contractor or Contractor Personnel that is of a nature that requires the attendance of a specialist safety consultant or additional safety personnel (excluding job safety assessments) then the Contractor may make a claim for the costs of engaging the specialist safety consultant or additional safety personnel as an item on its tax invoice and be entitled to payment for those costs, if and only if:

- (a) the Contractor provides the Customer with written evidence of the existence of the risk or hazard;
- (b) the Services or Works could not be safely completed without the specialist safety consultant or additional safety personnel;
- (c) the Contractor provides the Customer with a copy of the invoice from the specialist safety consultant or additional safety personnel (which may include the costs of any additional specialist safety equipment they were required to use);
- (d) the Contractor retains the originals of all evidence and documents supporting items claimed for these costs for audit purposes by the Contract Authority and/or the Customer.

9. ASBESTOS

9.1 Building Works and Asbestos Containing Material Logbook / Site Register

Prior to commencing work at Premises the Contractor must check and complete any required information in the Building Works and Asbestos Containing Material Logbook and any site register maintained by the Customer or other authority, agency or body, recording the name of Contractor Personnel, times arriving and departing the Premises, Order number, description of work and any other information required.

9.2 Asbestos Related Work

Contractors must check for the presence of asbestos containing materials (“ACM”) in the vicinity of the work area, including but not limited to webbing around flues, pipe-work and roofing. If the Contractor identifies or suspects the presence of any ACM, the Contractor must immediately stop work and notify the Customer. All subsequent work must only be undertaken after Business Hours and in accordance with all relevant legislation, regulations and other legal requirements, including:

- (a) Occupational Safety & Health Regulations Act (1984) and Occupational Safety and Health Regulations (1996);
- (b) Health (Asbestos) Regulations (WA) 1992;
- (c) Code of Practice for The Management and Control of Asbestos in Workplaces [NOHSC:2018 (2005)];
- (d) Code of Practice for The Safe Removal of Asbestos 2nd Edition [NOHSC:2002 (2005)];
- (e) Environmental Protection (Controlled Waste) Regulations (WA) 2004.

On completion of the required work, the Contractor must record the details of all ACM related work in the on-site ACM Logbook.

10. WORKPLACE SAFETY AND HEALTH COMPLIANCE

10.1 Possession of the Premises

The Contractor may in some instances be given possession of a Premises, or part of a Premises.

In this clause 10, all references to the Contractor bearing responsibility for:

- (a) control of the Premises (whether for the performance of work on the Premises, management of access to the Premises, or other matter related to the control of or performance of work on the Premises); or
- (b) ensuring its employees, employees of other parties and other persons working on the Premises are appropriately inducted in relation to all relevant matters for undertaking work on the Premises;

are to be read subject to, and to the extent that the Contractor has been given possession of a Premises, or part of a Premises.

10.2 Workplace Safety and Health Compliance

- (a) The Contractor shall comply with the *Occupational Safety & Health Act 1984* (WA) (the Act) and the *Occupational Safety & Health Regulations 1996* (WA) (the regulations) and with any amendments that may be made to the Act and regulations from time to time.
- (b) The Contractor is deemed to have control of the Premises and work area for the purposes of executing the work under the Customer Contract. Accordingly the Contractor is responsible for ensuring that, wherever practicable, its employees and all other persons entering and moving about the Premises and work area, for whatever purpose, are not exposed to any hazards.

10.3 Occupational Safety and Health Act and Regulations

- (a) The Contractor is deemed to be in control of all matters related to the execution of the required work under the Customer Contract and accordingly is responsible for all such matters under the Act and regulations.
- (b) The Contractor shall, wherever practicable, appoint a Safety and Health Representative or Representatives to perform the functions as defined under section 33 of the Act.
- (c) The Contractor shall comply with its obligations under section 23I(3) of the Act and regulations 2.4 and 2.5 concerning notification of certain injuries and diseases. The Contractor shall also report all such matters promptly to the Customer's Representative.
- (d) The Contractor shall indemnify the Customer and Contract Authority from and against any loss, damage or injury suffered or incurred by the Customer or Contract Authority for any claim made against either of them by reason directly or indirectly of the Contractor failing to comply with its obligations under this clause and the Contractor shall reimburse the Customer and Contract Authority any fines, penalties costs and expenses which either of them may incur as a result (directly or indirectly) of any non-compliance on the part of the Contractor with any of the provisions of the Act, regulations or with any of its obligations under this clause. The Contractor shall pay all fees payable under the Act and regulations which are payable in connection with the execution of the required work.

10.4 Customer Identified Risks

An Occupational Health and Safety Report, as required by regulation 3.140 of the regulations will be provided to the Contractor prior to the Contractor commencing Restoration Maintenance or Improvements on the Premises, if the required work constitutes 'construction work' for the purposes of the regulations. This report sets out:

- (a) the hazards that the Customer has identified as part of the design process that arise from the design of the end product of the construction work and to which a person at the construction site is likely to be exposed;
- (b) the Customer's assessment of the risk of injury or harm to a person at the construction site that may result from those identified hazards;
- (c) the means by which the attendant risk may be eliminated, reduced or better controlled; and

- (d) which of those hazards the Customer has not done anything in respect of to reduce the risk of injury or harm.

10.5 Material Safety Data Sheets

The Contractor must provide to the Customer a copy of all manufacturer or supplier Material Safety Data Sheets and keep them available at the Premises for all hazardous substances used in connection with the required work. The Contractor must ensure that these are provided by all relevant manufacturers and suppliers in a form consistent with the *National Code of Practice for the Preparation of Material Safety Data Sheets [NOHSC: 2011 (1994)]*.

10.6 Occupational Safety and Health Information

- (a) Prior to the commencement of Restoration Maintenance or Improvement on Premises, or at any other time the Customer's Representative directs, the Contractor shall consult with the Customer for the purposes of ensuring that, as far as practicable, any construction work can be done without risk to the health and safety of either those doing the work, or anyone else who may be at or near the construction site.
- (b) The Contractor shall ensure that the following information is recorded, reviewed and updated regularly, and kept until the work is completed:
 - (i) the identification of hazards to which a person at the construction site is likely to be exposed;
 - (ii) an assessment of the risk of injury or harm to a person resulting from those hazards; and
 - (iii) the risk control measures through which the risk of injury or harm may be eliminated or otherwise controlled.
- (c) If the Contractor becomes aware that a change in the design of the Restoration Maintenance or Improvements could better eliminate or control a risk of injury or harm to those doing the construction work, or anyone else who may be at or near the Premises, the Contractor shall ensure that this information is passed on to the Customer and Customer's Representative.
- (d) The Contractor shall ensure that any Occupational Safety and Health information it receives from the Customer or Customer's Representative is incorporated into its hazard identification, risk assessment and risk control measures.

10.7 Occupational Safety and Health Training

- (a) The Contractor shall not permit Contractor Personnel, to commence work at the Premises until they have been inducted in a way to be familiarised with the Safety Management Plan and discharging all obligations under the *Occupational Safety and Health Act 1984 (WA)* and its subsidiary regulations in relation to training.
- (b) The Contractor shall induct its employees, the employees of other parties or other persons working on the Premises with regard to job safety analyses and shall prepare Training Session Attendance sheets signed by each attendee verifying that such induction has occurred.
- (c) Upon commencement of work on the Premises, the Contractor shall further induct each employee, the employees of other parties or other persons working on the Premises with regard to all significant hazards associated with

their particular activity and area of employment on the Premises and where relevant shall include the use of powered plant, tools and equipment.

10.8 Site and Public Security

- (a) Notwithstanding the Contractor's obligations to secure the Premises and public security as stated elsewhere in the Contract, the Contractor shall monitor and control, wherever practicable, the access of all persons to the Premises.
- (b) The Contractor shall ensure that no persons unrelated to the Customer Contract enter the Premises without the express permission of the Contractor.
- (c) Australian Standard personal protective equipment standards shall apply at all times and a person shall only enter the Site after that person has received a safety briefing regarding hazards relevant to the Site.

10.9 Safe Work Method Statements

- (a) Where the required work comprises in whole or in part of any construction work on the Premises which is high risk construction work, the Contractor shall ensure that a written Safe Work Method Statement ("**Statement**") has been prepared and is available to Contractor Personnel before the high risk construction work commences. The Contractor shall ensure that the Statement is kept up to date. For the purposes of this clause, high risk construction work includes:
 - (i) work involving a risk of a person falling 2 meters or more; or
 - (ii) work on telecommunications towers; or
 - (iii) the demolition of any existing structure; or
 - (iv) disturbing or removing asbestos; or
 - (v) the alteration to a structure that requires the structure to be temporarily supported to prevent its collapse; or
 - (vi) work within a confined space;
 - (vii) the excavation to a depth of more than 1.5 meters; or
 - (viii) the construction of tunnels; or
 - (ix) the use of explosives; or
 - (x) work on or near pressurised gas pipes (including distribution mains); or
 - (xi) work on or near chemical, fuel or refrigerant lines; or
 - (xii) work on or near energised electrical installations and lines (whether overhead or underground); or
 - (xiii) work in an area that may have a contaminated or flammable atmosphere; or
 - (xiv) work involving tilt-up or precast concrete; or
 - (xv) work on or adjacent to roads or railways that are in use; or
 - (xvi) work on a construction site where there is movement of powered mobile plant; or
 - (xvii) work in an area where there are artificial extremes of temperature; or

- (xviii) work in, over or adjacent to water or other liquids if there is a risk of drowning; or
- (xix) work involving diving.
- (b) The Contractor shall ensure that a Statement will cover all high-risk construction work done at the Premises, and that the high risk construction work is carried out in accordance with the Statement. Where work is carried out other than in accordance with the Statement, the Contractor shall ensure that the work ceases (when it is safe to do so) and does not resume until the Statement is complied with.
- (c) Where the required work requires welding, soldering or other activity which may pose a fire or smoke hazard, the Contractor shall ensure a Statement has been prepared and is available to Contractor Personnel before the required work commences. The Statement must address the requirement for a hot work permit.
- (d) The Contractor shall ensure that the Statement shall be kept up to date and describe:
 - (i) each high-risk construction work activity that is or includes a hazard to which a person at the construction site is likely to be exposed;
 - (ii) the risk of injury or harm to a person resulting from any such hazards;
 - (iii) the safety measures to be implemented to reduce the risk, including the control measures to be applied to the activity or hazards;
 - (iv) a description of the equipment used in the work activity; and
 - (v) the qualifications and training (if any) required for persons doing the work to do it safely.

10.10 Job Safety Analysis

The Contractor shall complete a Job Safety Analysis (JSA) where the risk assessment identifies hazards that may require use of specific equipment, or environments that require special care (e.g. elevated work platforms, working on roofs or safety harnesses).

10.11 Confirmation of Compliance

- (a) The Contractor shall audit its systems and procedures as defined by the Safety Management Plan to ensure that specific activities are being applied as intended.
- (b) Audits shall be carried out by a competent person appointed by the Contractor who is not directly involved in the work under the Customer Contract and is suitably experienced and qualified to carry out such audits.
- (c) Audits shall identify non-conformances with the Safety Management Plan and job safety analysis. The Contractor shall take immediate action to implement recommendations to correct non-conformances identified by an audit.
- (d) The Contractor shall make available to the Customer's Representative copies of the audits, their recommendations, and advise of any action taken to implement the audit recommendations, upon request by the Customer's Representative.