

# OH&S Obligations

## Services & Non-Merchandise Goods

### Section 1 Introduction

Overview of this Schedule

- 1.0 This Schedule addresses occupational health and safety issues that may arise in procurement contracts for Services and Goods.
- 1.1 It imposes obligations upon the Supplier in order to ensure, so far as is reasonably practicable, that the Supplier complies with all of its OHS Legal Obligations.

This Schedule has Six Sections

#### [Section 1 - Introduction](#)

- 1.2 This section:
- (a) addresses definitional issues that arise as a consequence of the use of this Schedule in a range of Agreements where the party contracting with the Principal (as defined in clause 1.10) is defined in the Agreement itself in terms other than 'Supplier' or 'Contractor' - which are the terms used in this Schedule; and
  - (b) establishes from the outset that the Contractor (as defined in clause 1.10) / Supplier under this Agreement has OHS Legal Obligations that are independent from the obligations of any other persons and makes provision for the Contractor / Supplier to release and indemnify the Principal and certain other persons from the consequences of any breach of its OHS Legal Obligations.

#### [Section 2 - Service Contracts](#)

- 1.3 This section applies to contracts for the provision of Services. Some service contracts will also involve the incidental use or supply of Plant, equipment or Substances and Dangerous Goods. Section 2 therefore also addresses the use of Plant and equipment and the supply of Substances and Dangerous Goods in the context of a service contract.

#### [Section 3 - Contracts for the Supply of Goods - General Terms and Conditions](#)

- 1.4 These provisions apply to all contracts that relate to the supply of Goods with the exception of the supply of such goods which is incidental to a service contract.

#### [Section 4 - Contracts for the Supply of Plant](#)

- 1.5 The provisions in this section apply to the supply of Plant.

#### [Section 5 - Contracts for the Supply of Substances and Dangerous Goods](#)

- 1.6 The provisions apply to the supply of any natural or artificial substance, whether in the form of a solid, liquid or gas, including Substances and Dangerous Goods as defined.

#### [Section 6 - Dictionary of Terms used in this Schedule](#)

- 1.7 Lists the definition of key terms used in this Schedule. Defined terms may be recognised by the use of a capital letter at the start of the relevant word.

Relationship between Schedule and various Agreements

- 1.8 This Schedule applies to a wide range of agreements that are used by a number of different corporate entities for their procurement purposes. The name of the procuring party under these agreements may therefore vary.
- 1.9 In those agreements the other contracting party or parties may be also be defined by a variety of terms according to the nature of the relevant agreement. The other contracting party may, amongst other terms, be defined or referred to as the 'service provider', 'supplier', 'contractor', 'carrier', 'supplier', 'lessor' and other terms.
- 1.10 To facilitate the use of this Schedule in all Agreements, regardless of the legal entity in question, or the terms used to define the contracting parties in the Agreement:
- (a) the procuring party contracting for the provision of goods and services to it, is referred to throughout this schedule as the "Principal", irrespective of the term used for that party in the Agreement itself; and
  - (b) the party contracting with the Principal to supply the goods or services is referred to in this Schedule as 'Supplier' or 'Contractor' in so far as either term is relevant and applicable to the Goods and Services which are the subject of the relevant Agreement.
- 1.11 In the event of any ambiguity arising from this provision, in its substitution of the defined terms in this Schedule for certain defined terms in the Agreement, which identify the party contracting with the Principal, and which defined terms are used in the rest of this Agreement, an interpretation which promotes to the greatest extent the Supplier or Contractor's responsibility for compliance with OHS Legal Obligations shall be preferred over any alternative interpretation.
- 1.12 Where a Supplier or Contractor has any doubt as to the applicability of any OHS Legal Obligation, it must raise that doubt in writing with the Principal prior to the commencement of the provision of any Services or Goods to enable the matter to be resolved. If the Contractor fails to raise any such doubt then the relevant OHS Legal Obligation is deemed to be applicable (under the Agreement) to the Supplier or Contractor who must comply with its requirements.

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### Supplier/ Contractor's Overriding Responsibility

- 1.13 This Schedule does not purport to be exhaustive of the Supplier's/ Contractor's OHS Legal Obligations.
- 1.14 The Supplier/Contractor acknowledges that:
- (a) it has been contracted by the Principal as Supplier/Contractor as a consequence of its representations to the Principal that, amongst other matters, it has the expertise to fulfil its obligations under the Agreement in a manner that meets all of its OHS Legal Obligations;
  - (b) the Principal does not profess to have expertise in the matters the subject of this Agreement and is relying upon the Supplier's/Contractor's representations as to its competency generally, and in particular in relation to the Supplier's/Contractors ability to meet its OHS Legal Obligations;
  - (c) its OHS Legal Obligations are independent of any such obligations imposed on the Principal and any other person or persons in whatever capacity they may be acting and the Contractor cannot rely upon the conduct of the Principal as in any way discharging it's OHS Legal Obligations;
  - (d) the Principal, its employees, agents or other contractors acting on the Principal's behalf (collectively "The Principal and/or Other Persons") may provide information, guidance or advice, in various forms (including but not limited to written, oral, online information at the Principal's or other internet sites)(collectively "Information") to assist the Supplier / Contractor; and
  - (e) where the Principal and/or Other Persons provide Information to the Supplier/Contractor it is done in good faith to provide material which may assist the Supplier/Contractor. It is the Supplier's/Contractor's obligation to assess the value, relevance, significance and reliability of the Information so provided in the process of ensuring that it fulfils its OHS Legal Obligations.

### Release and Indemnity

- 1.15 Having regard to the above, the Supplier/Contractor releases and indemnifies the Principal and/or Other Persons in respect of any loss, damages, claims or expenses (including legal costs on a solicitor and own client basis) that may be suffered by the Principal and/or Other Persons, in connection with:
- (a) the steps taken, or omitted to be taken by the Supplier/Contractor, in its purported discharge of its OHS Legal Obligations under the Agreement;
  - (b) any breach by the Supplier/Contractor of any of its OHS Legal Obligations; and
  - (c) the use or possession by the Principal and/or Other Persons of any Plant, equipment, Substances or Dangerous Goods provided by the Supplier under this Agreement in a manner or condition (whether by act or omission) which represents a breach by the Supplier/Contractor of its OHS Legal Obligations.
- 1.16 This release and indemnity is to be read as complementary to any other release and indemnity in the Agreement and neither of such releases and indemnities shall be read as in any way limiting the operation of the other.
- 1.17 The release and indemnity in this Schedule includes, without limitation, a release and / or indemnity in connection with:
- (a) any loss of or damage to any property (including personal effects);
  - (b) the injury to or death of any person;
  - (c) any costs or liabilities incurred in respect of a claim by a third party (whether or not involving formal legal proceedings); and
  - (d) to the extent permitted by law, legal and other costs, penalties and fines, in relation to any actions taken or instituted by a relevant OHS regulatory authority, including but not limited to, the service of infringement, improvement and/or prohibition notices, applications for civil penalties, prosecutions, enforceable undertakings or any other form of regulatory action against the Principal and/or Other Persons for the alleged breach of any OHS Legal Obligation arising from, or having a direct correlation with any breach by the Supplier/Contractors of its OHS Legal Obligations.

### Compliance with Laws

- 1.18 The Supplier must ensure that the Supplier and its Personnel comply with all OHS Legal Obligations.
- 1.19 Any requirement or direction made by the Principal in, or pursuant to the provisions of this Schedule represents a minimum standard only and does not relieve the Supplier of its obligation to comply with the law.
- 1.20 For the avoidance of any doubt, the Supplier is not required to comply with a requirement of the Principal where to do so would be unlawful (unless the Supplier could make it lawful by obtaining a licence, permit, qualification or similar approval required for products or services that the Supplier has agreed to provide).

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### Use of Subcontractors

- 1.21 Where a Contractor engages the services of a subcontractor to discharge any part of its obligations under this Agreement, the Contractor must ensure that in the performance of that obligation the subcontractor is subject to all of the Contractor's obligations under this Schedule in so far as they are applicable to the subcontractor's role.
- 1.22 The Contractor must ensure that all subcontractors are monitored and their safety performance managed as required.
- 1.23 The Contractor must seek the prior approval of the Principal (which will not be withheld unreasonably) in relation to the proposed use of any subcontractor and in doing so shall, if requested to do so, provide evidence of the subcontractor's competency in OHS.

## SECTION 2 Service Contracts

### 2.0 Safety Management Obligations

#### 2.1 General

Without in any way limiting the Contractor's OHS Legal Obligations:

- (a) the Contractor shall on request provide to the Principal the details of the safety aspects of the contract prior to the commencement of the Work, or at any time during the life of the Agreement;
- (b) the Contractor is responsible to ensure that all Works undertaken comply with the OHS Legal Obligations and are otherwise undertaken in a manner which is acceptable to the Principal.
- (c) Minors accompanying the Contractor's Personnel will not be allowed on to the Principal's sites (unless those minors are Personnel of the Contractor);
- (d) the Contractor is responsible for completing and supervising tasks in a manner which does not place the health or safety of the Personnel, the Principal and/or Other Persons, customers, or anyone else at risk;
- (e) if at any time a Contractor observes, or it is otherwise drawn to its attention through any formal or informal process, that certain work practices:
  - (i) do, or
  - (ii) subject to further inquiry, may reasonably be considered to, represent a risk to the health or safety of any person due to the fact that all reasonably practicable measures have not been taken to control the potential risks arising from that work, the Contractor shall order the cessation of the relevant work immediately.

- 2.1.2 The Contractor shall ensure that the relevant work does not recommence until an appropriate review has been undertaken to identify the hazards, and assess and control the risks, and the results of that assessment implemented.

#### 2.2 Incident Management

- 2.2.1 Any incidents (including near misses) involving the Contractor; its Personnel, the Principal and/or Other Persons, customers, or anyone else at a Principal's site, must be immediately reported to the Site Manager or delegate.
- 2.2.2 Where any incidents (including near misses) arise in the performance of this contract, and the incident is subject to a legal requirement to report or notify it to a relevant regulatory authority the contractor must:
  - (a) notify the Principal immediately;
  - (b) ensure that the incident is notified to the relevant authority as required by the law;
  - (c) provide to the Principal a copy of that notification and the reference provided by the relevant authority as evidence of the notification of the incident; and
  - (d) where the Principal is the party obliged by any law to make the notification the Contractor shall immediately provide to the Principal any information required for the notification to be properly made.
- 2.2.3 The Contractor will, on request by the Principal, give its full co-operation to any investigation of an incident, including, but not limited to, providing to the Principal its:
  - (a) incident investigation and any documentation relevant, including, but not limited to such items as photographs, statements made by Personnel, training and maintenance records; operational procedures and risk assessments and
  - (c) proposed corrective actions.

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### **2.3 Site Access, Safety Barriers and Signage**

- 2.3.1 The Contractor must ensure that the Site Manager approves the expected time of entry and the period for site access. If access is required beyond the site's normal trading hours, arrangements for after hours access are to be made with the Site Manager or their delegate.
- 2.3.2 Vehicles must use only recognised entrances and exits when entering or leaving car parks. Speed limits must be observed in car parks. The Contractor must only park in those areas designated by the Site Manager. The Principal may, at its discretion designate particular entrances and exits and prohibit the Contractor from using any alternatives.
- 2.3.3 So far as is reasonably practicable the Contractor shall erect suitable fencing or other barriers, appropriate to the nature of the work, and signage to ensure that non-authorised persons do not enter the work area.
- 2.3.4 Where the Works cause a potential disruption to pedestrians or vehicular movement, the Contractor must provide clear signage and direction, including if necessary, personnel, so that persons are not liable to be confused as to the path they should follow.
- 2.3.5 Appropriate safety signs and equipment must be provided where a hazard results from work undertaken. Safety signs must be obeyed and adequate safety equipment used for the purpose intended.

### **2.4 Safety Management System**

- 2.4.1 Contractors engaged in High Risk Contracts or High Risk Activities are required to have a safety management system in place that is consistent with the risk associated with the Works, the size and scope of the Works, the number of parties involved in the work, the likely duration of the Works and their cost, and their potential impact on the health and / or safety of other persons.
- 2.4.2 Guidance on an appropriate safety management system may be obtained from AS/NZS 4801, SafetyMAP or other recognised systems.

### **2.5 Work Method Statements ("WMS") and Hazardous Disclosure**

- 2.5.1 A WMS must be prepared by the Contractor for all Works and must describe the Works to be completed, outline the steps involved and identify associated hazards and the risk control measures that will be implemented to eliminate or reduce risk.
- 2.5.2 To assist in the development of WMS, the Contractor will be provided with a document titled 'List of Known Hazards'. This is a document which outlines, on a generic basis, the known hazard types for the work on the Principal's sites, and the potential effects of each hazard.
- 2.5.3 While the Principal has taken due care in the preparation of this generic List of Known Hazards it cannot and does not guarantee that the list identifies all hazards and risks that may be present at any particular site, or that hazards and risks may not change at any time.
- 2.5.4 The Contractor acknowledges, agrees and accepts that the List of Known Hazards may be incomplete or inaccurate and that the provision of the List of Known Hazards is for guidance only. It does not in any way absolve the Contractor from its strict legal obligation to undertake its own evaluation and identification of hazards that may be associated with any particular Principal's facility, and the activity it proposes to undertake there, and then make its assessment of the severity of the risk, and implement the appropriate controls.
- 2.5.5 The Contractor must ensure that all Personnel have a copy of completed WMS (which must be shown prior to entry to the Principal's sites), and must ensure that Personnel can demonstrate an understanding and successful implementation of all control measures outlined in the WMS.
- 2.5.6 If the Contractor is carrying out routine work, a generic WMS is sufficient for as long as:
  - (a) the scope of works;
  - (b) identified hazards and risks; and
  - (c) site conditions

remain materially unchanged. If any of these factors does vary to a material extent, the Contractor must ensure that the WMS is revised to reflect the changed conditions; that appropriate controls are in place; and that the Principal is provided with a copy of the revised WMS.

### **2.6 Contractor Health and Safety Management Plan**

- 2.6.1 A health and safety management plan which addresses all hazards within the scope of works and the List of Known Hazards is required for all High Risk Contracts

### **2.7 Spot Checks**

- 2.7.1 Spot checks will be conducted by the contract manager, Site Manager or delegate, to ensure that the Contractor complies with the risk controls and other requirements outlined in the WMS, this Schedule and all documents to which this Schedule refers.

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### 2.8 Corrective Action Report (CAR)

- 2.8.1 Where an instance of a non-compliance is noted by the Principal, a CAR will be issued to the Contractor. The Contractor must propose corrective methods and steps that are acceptable to the Principal and implement them within the timeframe specified in the CAR. Both parties will act reasonably in seeking to reach agreement on the relevant timeframe in each case.
- 2.8.2 In determining an acceptable time frame for corrective action, regard must be had to the:
- (a) nature of the hazard;
  - (b) resultant risk; and
  - (c) extent to which, if necessary, interim controls can be put in place to mitigate and control the risk to an 'acceptable' level, pending the full implementation of the agreed corrective action.
- 2.8.3 The completed CAR must be returned to the Site Manager or Delegate for review.

### 2.9 Audits

- 2.9.1 Audits of the Contractor's safety management systems may be conducted by the Principal to assess the level of compliance with its obligations to the Principal and its OHS Legal Obligations. The Contractor must make available all premises, systems, Personnel, documentation and information necessary to enable the Principal to ascertain the Contractor's level of compliance.

### 3.0 Training, Induction and Site Requirements

#### 3.1 Training Requirements

- 3.1.1 The Contractor is responsible for ensuring that all Personnel have appropriate qualifications and are provided with adequate information, instruction and training prior to commencing work on the Principal's premises.

The Contractor will ensure that none of its Personnel undertake work unless they have satisfactorily completed the Principal's contractor safety induction program as set out in clause 3.2, hold a valid licence, permit, and certificate of competency or qualification as per the Principal's requirements and the laws of the relevant jurisdiction(s).

The Contractor must ensure that all Personnel have a copy, or access to a copy of the relevant completed Work Method Statement ('WMS').

#### 3.2 Safety Induction Requirements

- 3.2.1 It is the Contractor's responsibility to ensure that all Personnel:
- (a) (i) who will be performing Works on site, undertake the Principal's contractor safety induction program before commencing work on site (Note - for Coles Group contractors induction is available at <http://www.contractor.colesgroup.com.au/>); or
  - (ii) who will be performing Works on site in New Zealand, undertake the Principal's contractor safety induction program before commencing work on site (Note - for Coles Group contractors induction is available at <http://www.contractor.colesgroup.com.au/>); or obtain a valid, current Maintenance Passport or Store Safe Passport;
  - (b) undertake a site orientation before commencing work on site;
  - (c) complete any other required inductions such as those required by law or industry standards;
  - (d) if engaged to perform work in the hazardous zones of a Coles Express site must be accredited by the Australian Institute of Petroleum ('AIP') and undertake works in accordance with the AIP Work Clearance Procedure.
- 3.2.2 The Principal's contractor safety induction must be undertaken personally by the person/s that will be performing the Works onsite. If any person undertakes, or attempts to undertake, The Principal's contractor safety induction on behalf of another person, then both persons are considered by The Principal to be guilty of a serious and intentional breach of safety requirements.
- 3.2.3 In these circumstances the Principal may, at its discretion:
- (a) suspend the access rights of one or both of those persons to any of the Principal's work sites for such period of time as it considers appropriate, including a permanent ban; and
  - (b) require the Contractor to provide evidence of a system to be implemented by it to ensure that such fraudulent behaviour does not occur again.
- 3.2.4 Where there are literacy or language issues that prevent Personnel from completing the Principal's contractor safety induction independently, it is the Contractor's responsibility to:
- (a) provide support for those Personnel to undertake the Contractor Safety Induction;
  - (b) ensure that in providing any support to those Personnel that the support is limited to addressing the language or literacy issues and:

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- (i) in no way provides assistance to the Personnel in relation to their answers to the contractor safety induction questions; and
- (ii) the person's lack of language or literacy skills do not present a health or safety risk to themselves or any other person/s who may be adversely affected by their acts or omissions; and
- (c) maintain a record of all Personnel for whom assistance is provided, the reason that assistance was required, the name and contact details of the person who provided the assistance, and a signed acknowledgment by that person that the support they provided was limited to language or literacy issues

3.2.5 The Contractor will operate and maintain a complete record of all Personnel inducted.

### 3.3 Sign in Requirements

3.3.1 All Personnel must:

- (a) carry the Principal's Induction Card with them (Note – for New Zealand, carry the Principal's Induction Card or Store Safe Passport or Maintenance Passport with them);
- (b) report to the Site Manager or delegate and sign the Sign In Register on arrival at the site;
- (c) report to the Site Manager or delegate and sign out on leaving the site for any reason;
- (d) Show a copy of the WMS before commencing any Work on site; and
- (e) Wear a visitor's sticker or badge issued or approved by the Principal.

4.0 Personal Safety

#### 4.1 Personal Protective Clothing and Equipment

4.1.1 The Contractor must ensure that Personnel dress appropriately for each task and wear fully closed-in footwear at all times. The Contractor is responsible for assessing the need for, and providing appropriate and Australian / New Zealand Standards compliant personal protective equipment ("PPE") for all Personnel, and ensuring that PPE is utilised and worn in the correct manner.

#### 4.2 No Smoking Policy

4.2.1 The contractor will ensure that all Personnel observe the smoking restrictions in force on the Principal's premises.

#### 4.3 Drugs/Alcohol

4.3.1 No person will be permitted to enter or work on the Principal's premises while adversely impaired by the:

- (a) use of prescription medication;
- (b) consumption of alcohol; or
- (c) use of illegal drugs

to a degree which presents a risk to the health or safety of that person, or other persons who may otherwise suffer a detriment to their health or safety as a result of any act or omission by the person who is impaired.

4.3.2 Alcoholic beverages must not be consumed or stored on the premises.

#### 4.4 Harassment or Discrimination

4.4.1 The Contractor must ensure that its Personnel comply at all times with all laws and the Principal's policies regarding harassment and discrimination. In particular, the Contractor will assist the Principal to provide an environment in which employees, contractors, customers and visitors can work without interference caused by harassment or discrimination. Any form of harassment or discrimination will not be tolerated.

5.0 Plant & Equipment

5.1 Contractors must provide and use their own Plant and equipment.

5.2 All Plant and equipment and other items provided by or on behalf of the Contractor will be under the control of and the sole responsibility of the Contractor at all times. These items must be maintained to meet all OHS Legal Obligations as well as the Principal's and all applicable Standards.

5.3 Detailed, documented results of Plant risk assessments will be made available to the Principal by the Contractor on request.

5.4 Plant operators must be trained and licensed where relevant.

5.5 The Principal's Plant and equipment is not to be used without the approval from the relevant Site Manager. Evidence of all necessary licences and competency training must be provided to the Site Manager before approval can be given. Such evidence must also be provided to the Principal at any time on request.

5.6 An approval by the Principal of the use of its Plant or equipment does not constitute a representation that the Plant or equipment is suitable for the proposed use by the Contractor, nor that the Plant or equipment is free of any defect.

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- 5.7 It remains the Contractor's responsibility, in accordance with its OHS Legal Obligations, to ensure that the Plant or equipment is both safe and suitable for the proposed work and that Personnel using the equipment are competent to do so.
- 5.8 Isolation procedures are required for the cleaning, maintenance and repair of certain Plant. The Contractor must, in addition to any other OHS Obligations, ensure that the cleaning, maintenance and repair of Plant with moving parts (in this clause referred to as "Work") is not undertaken while that Plant is operating. Where the Plant is electrically powered, irrespective of whether or not it has moving parts, the power must be effectively isolated, before any such Work is undertaken, unless there is no reasonably practical alternative approach. The Contractor shall have in place appropriate isolation procedures to ensure that its Personnel can comply with this obligation. This is in addition to the obligations of the Contractor under clause 7.4 (where applicable).
- 5.9 Internal combustion engines (petrol/diesel) are not to be used inside a store or other building without the completion of a risk management plan and the implementation of associated controls.
- 5.10 Plant and equipment must be stored, operated and maintained in accordance with the manufacturer's specifications and the requirements of any relevant legislative and Industry Standards.
- 5.11 Plant and equipment must not be left unattended or within the reach of children.
- 5.12 Noise levels must be kept to a minimum (and at all times within legal occupational health and safety and environmental limits).
- 5.13 Dusts and atmospheric contaminants must be kept to a minimum and at all times below acceptable limits prescribed by any relevant legislative and Industry Standards.
- 6.0 Fire Protection
- 6.1 Evacuation and Fire Procedures**
- 6.1.1 The Contractor must ensure that all Personnel complete the site orientation, including review of evacuation and fire procedures, upon entry to the site.
- 6.1.2 In carrying out the Works, the Contractor must not restrict or impede emergency evacuation routes or access to fire extinguishers, hoses or doors.
- 6.2 Smoke Detectors**
- 6.2.1 Permission must be obtained from the Site Manager prior to the commencement of Works that may produce dust or smoke.
- 6.2.2 Isolation of smoke detectors or other fire protection equipment may be required by the Principal before any hot or dusty work is commenced. In such cases, a document available from the Principal and entitled Fire Protection Equipment Impairment Notice must be completed (see 7.3 below).
- 7.0 Work Permits
- 7.1 Hot Work Permits**
- 7.1.1 The Contractor may not commence any task likely to produce a source of ignition, such as welding, drilling or grinding on the Principal's premises without a hot work permit (a notification document available from the Principal) and prior notification to the Site Manager or their delegate.
- 7.2 Confined Space Access Permits**
- 7.2.1 The Contractor shall not allow any of its Personnel to enter a confined space without first obtaining the Principals approval via a Confined Space Access Permit.
- 7.2.2 A Confined Space Entry permit is required to be provided and completed by the contractor prior to the Site Manager or their delegate issuing a Confined Space Access Permit.
- 7.3 Fire Protection Equipment Impairment Notices**
- 7.3.1 The Contractor must not impair any operational fire equipment, including sprinklers, hydrants, smoke detectors or fire pumps ("Fire Protection Systems") on the Principal's premises without first obtaining the Principal's approval.
- 7.3.2 Part 1 of the Fire Protection Equipment Impairment Notice (a notification document available from the Principal) must be completed at least 2 hours before commencing any Work where Fire Protection Systems are being impaired. When Part 1 is completed, the Contractor must:
- (a) fax the form to the Principal's Risk Management Services office. If a fax machine is unavailable, then phone notification is acceptable, with the form submitted to Risk Management Services as soon as practical; and
  - (b) provide a copy to the Site Manager or delegate on the site where the works are to be undertaken.
- 7.3.3 After the work has been completed and the Fire Protection Systems are restored, the Contractor must forward Part 2 of the Fire Protection Equipment Impairment Notice to the person/s specified in the Fire Protection Equipment Impairment Notice.

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### 7.4 Electrical and Gas Isolation Work Permit

7.4.1 Where any electrical or gas work is proposed to be undertaken, and that work:

- (a) requires the isolation of electricity or gas, or
- (b) poses any risk to the health or safety of any persons

then the contractor must submit an Electrical and Gas Isolation Work Permit (a notification document available from the Principal) prior to the commencement of any work that requires electricity\* and/or gas isolation and obtain the approval of the Site Manager or their delegate.

\*Note: an Electrical and Gas Isolation Work Permit is not required for changing light bulbs.

### 7.5 Roof and Ceiling Work Permit

7.5.1 Where any work is proposed by the Contractor on the roof, or in the ceiling space, of the Principal's premises, the contractor must submit a Roof and Ceiling Work Permit (a notification document available from the contractor) to the Site Manager or their delegate for their approval prior to the commencement of any work that requires access to the roof or ceiling space.

### 8.0 Asbestos / Hazardous Materials

8.1 A Hazardous Building Materials and Asbestos Register providing details of the presence of hazardous materials is available on site.

8.2 The Contractor must ensure that the Personnel working on site read the report before commencing work and acknowledge having done so by signing the sign in register.

8.3 If hazardous materials are present, location details are to be noted to ensure that Personnel undertaking work are not at risk of exposure. The Contractor must ensure that materials containing asbestos are not disturbed.

8.4 The Contractor must notify the Site Manager if any of the Personnel suspect the presence of asbestos.

8.5 If the work to be undertaken is likely to disturb any hazardous materials, work must not be commenced until the hazard is discussed with, and the work is approved in writing by, the Site Manager and/or the relevant Principal's representative.

8.6 If the Contractor is to remove any asbestos, the Contractor must be an accredited asbestos removalist. Accreditation documentation must be shown to the Site Manager prior to any work commencing. The Contractor must comply with all laws, industry standards and the Principal's requirements when undertaking removal work.

### 9.0 Substances and Dangerous Goods Management

9.1 Contractors must provide and use their own Substances and Dangerous Goods.

9.2 Without in any way limiting the Contractor's OHS Legal Obligations the Contractor shall ensure that:

- (a) all Substances and Dangerous Goods brought onto or used on the site must have a compliant Material Safety Data Sheet (MSDS) and be correctly labelled.
- (b) if Substances and Dangerous Goods are to be stored on site, the contractor must provide a chemical register and copies of the MSDSs for retention on site.
- (c) risk assessments are to be completed (and available on request) for all Substances and Dangerous Goods used on site.
- (d) substances and Dangerous Goods carry all appropriate identification and hazard labelling and are stored in accordance with all legal requirements.
- (e) a WMS is developed for Works that involve Substances and Dangerous Goods. Identified controls must be implemented in accordance with the relevant MSDS and any other OHS Legal Obligations including those relating to the transport, storage, use, handling and disposal of Substances or Dangerous Goods.
- (f) the Contractor must advise the Site Manager or their delegate if a Substance or Dangerous Good to be used may impact on the health or safety of any person or give rise to concern or alarm by any person (irrespective of whether any such concerns are well founded or not), including by reason of any smell or potential reaction to fumes or vapours.

### 10.0 Working At Heights

#### 10.1 General

10.1.1 Where reasonably practicable, the need to work from heights should be eliminated.

10.1.2 Approved height protection control measures must be implemented based on the relevant legislative requirements, including the Codes of Practice issued in each jurisdiction in relation to work at heights.

10.1.3 In determining the appropriate control to adopt for any particular type of work at height the Contractor shall, so far as is reasonably practicable, apply the highest order of control identified in any Code of Practice, Compliance Code or Regulation for working at heights.

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- 10.1.4 All relevant equipment must be provided by the Contractor and be subject to regular preventative maintenance.
- 10.1.5 The Contractor must ensure that its Personnel have received all appropriate information, instruction, training and supervision in the correct use of equipment, including fall arrest equipment.
- 10.1.6 Without in any way derogating from the obligations specified above, the Contractor shall, when dealing with ladders and scaffolding also have regard to the following:

### **10.2 Ladders**

- 10.2.1 Non-conductive ladders must be used anywhere electrical hazards exist.
- 10.2.2 Ladders must comply with relevant Standards and be in good condition. The Contractor must inspect ladders prior to use.
- 10.2.3 The Contractor must ensure that its Personnel are trained in safe work practices in relation to ladders.

### **10.3 Scaffolds**

- 10.3.1 All scaffolding used on site must comply with relevant laws and Standards.
- 10.3.2 All scaffolding must be assembled by trained and licensed personnel.

### **11.0 Electrical Safety**

- 11.1 All power leads and portable electrical tools used on the Principal's sites must be tested and tagged in accordance with AS/NZS 3760 and legislative requirements.
- 11.2 Electrical equipment used in potentially hazardous locations; for example construction and demolition sites, wet areas, outdoor areas, workshops, laboratories, or areas exposed to the public must be RCD (30mA) protected.
- 11.3 Residual Current Devices (RCDs) must be tested before being brought on site.
- 11.4 The Contractor must ensure that its Personnel are trained in safe work practices in relation to electrical equipment.
- 11.5 Double adaptors may not be used on the Principal's sites.

### **12.0 Chain of Responsibility ("COR")**

- 12.1 Contractors involved in any aspect of the transport of goods and materials to or from any of the Principal's sites must ensure that they have clearly documented processes to ensure that they, and any parties they deal with in the transport of goods, meet all of their obligations in relation to safe transport, including:
  - (a) Chain of Responsibility; and
  - (b) Fatigue management
- 12.2 Contractors should be aware of any Codes applicable to their work with the Principal and that they fulfil their role under those Codes.
- 12.3 A copy of the Australian Logistics Council (ALC) – Retail Logistics Supply Chain Code of Conduct (to which the Principal is a signatory), and supporting Guidelines and a Responsibility Matrix can be found at:

[Australian Logistics Council](#)

Contractors should note however that while these documents reflect the understanding of the signatories in relation to the requirements of the COR, ultimately Contractors should seek their own advice having regard to their particular circumstances, in determining the extent of their role in the COR and the relevance and application of the ALC Code.

### **13.0 Site Security and Housekeeping**

#### **13.1 Site Security**

- 13.1.1 Bags, toolboxes and other containers may be inspected when Personnel leave the site.
- 13.1.2 Unauthorised use or removal of the Principal's equipment is forbidden, as is the unauthorised use or removal of any other Principal's property, including intellectual property (such as documentation or software), or of the Principal's confidential information.
- 13.1.3 Entry into sections of a building other than the designated work area is forbidden.
- 13.1.4 The Personnel must not use their electronic access card or key to allow others to enter.
- 13.1.5 If working on the roof, the Contractor must ensure that all doors, ladders and other means of access are closed or secured to prevent unauthorised access.
- 13.1.6 If access is required outside of a site's normal trading or operating hours, arrangements for after hours access should be made with the Site Manager.

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### 13.2 Clean Work Environment/Waste Disposal

- 13.2.1 The Contractor will be responsible for maintaining a clean and tidy worksite. All waste will be disposed of by the Contractor off-site, unless the Site Manager or Delegate specifies otherwise.
- 13.2.2 Any disposal of waste must be in accordance with all relevant environmental, trade waste and/or health and safety requirements applicable to the type of waste in question. All precautions must be taken to minimise the generation of environmental hazards, such as exposure to chemical substances, dust, fumes, gases and vapour. In some cases, this may mean completing a job outside normal trading hours (but only where authorised by the Site Manager).
- 14.0 Additional Requirements
- 14.1 Other specific risks and safety requirements in addition to those above may be communicated and agreed between the Principal and the Contractor.
- 15.0 Non-Compliance
- 15.1 In addition to any rights of termination or other remedies that the Principal may have under an agreement with the Contractor or otherwise at law, the Principal may require the Contractor to immediately remove from the Principal's premises any of its Personnel who are (or who are causing the Contractor to be) acting unlawfully or in breach of any OHS Legal Obligations.
- 15.2 Upon receipt of such a request, the Contractor will remove the Personnel in question and make available a suitable replacement as soon as possible. The Principal will have no liability to the Contractor in respect of such replacement.

## SECTION 3

### Contracts for The Supply of Goods: General Terms and Conditions

These terms and conditions apply in relation to **ALL** contracts that relate to the supply of Goods to the Principal.

#### 16.0 Provision of Information

- 16.1 The Supplier must provide to the Principal all information and documentation required by its OHS Legal Obligations, according to the status of the Supplier under the law. A Supplier may have more than one status under OHS law in relation to Plant, including as designer, manufacturer, importer, supplier and / or installer. The Supplier shall, without detracting from its OHS Legal Obligations, provide:
- (a) information which addresses all hazards identified in relation to the use of the Goods;
  - (b) the assessment of the risks arising from those hazards; and
  - (c) the necessary controls having regard to the required hierarchy of controls.
- 16.2 The Principal's acceptance of any or all of the Goods prior to the Supplier's fulfilment of its obligations under this clause does not constitute a waiver or acceptance of the Supplier's failure to comply with any of its obligations under this contract. The Principal reserves all of its rights in relation to any such non-compliance.
- 16.3 The Supplier shall, in addition to its obligations at law, keep the Principal promptly informed, in writing, of any developments which would constitute a material change to any of the information the Supplier is required to provide pursuant to this contract
- (a) For the agreed lifetime of the Goods; or
  - (b) In the absence of an agreed lifetime for the Goods, for the duration of the Agreement (including any warranty periods or the duration of any service agreement in relation to any Goods).

#### 17.0 General Warranty

##### 17.1 The Supplier warrants that:

- (a) the Principal's use of the Goods, for the purpose for which they have been purchased or leased, in accordance with any guidance and instructions provided by the Supplier, will not:
  - (i) breach any OHS Legal Obligations; or
  - (ii) breach any other laws; and
  - (iii) expose the Principal to any action or claim (including in relation to any relevant licences or permits held or required by the Principal).
- (b) all information provided to the Principal in relation to the Goods is complete, accurate and not in any way likely to be misleading or deceptive.
- (c) the Goods comply with all relevant:
  - (i) legislative requirements in Australia and/or New Zealand (in so far as either is relevant); and
  - (ii) standards

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### 18.0 Operating Procedures and Training

18.1 For goods that require safe operating procedures or training, the Supplier must provide these procedures and the relevant training in the use of the goods.

### 19.0 Heavy and Bulky Goods

19.1 Goods that are heavy and bulky so that as a consequence they present a manual handling or other health or safety risk, shall be:

- (a) Packaged appropriately to facilitate storage and handling.
- (b) Clearly labelled to warn of any relevant hazards, including ergonomic risks and the recommended safe manner of handling the Goods.

## SECTION 4

### Contracts for the Supply of Plant

In addition to the obligations outlined in Section 2, the provisions of this section apply in relation to the Supply of Plant.

### 20.0 Plant Registration

20.1 Where the Plant is required, under any law of the Commonwealth, State or Territory to have its design registered, then the Supplier shall provide a certificate of registration of the Plant design.

20.2 If the Plant itself is subject to registration requirements, the Supplier must warrant that the Plant is in a condition that will enable the Principal to have it registered immediately without any modification or other work being required.

### 21.0 Past Use Issues relating to Plant

21.1 Where the Plant has previously been used then, in addition to the requirements of this clause, the Supplier shall, to the extent that they are available, provide:

- (a) All records relating to the installation, commissioning, testing of and alterations to the Plant;
- (b) Maintenance and inspection records of the Plant; and
- (c) All risk assessment documentation and all health and safety records relating to the use of the Plant.

21.2 If the Supplier is unable to provide any of this information it shall provide a statement to the Principal detailing what it is providing, and what it is missing, together with an explanation as to why, after exercising all due diligence, it cannot provide the information that it was required by law to maintain.

## SECTION 5

### Contracts for the Supply of Substances and Dangerous Goods

In addition to the obligations outlined in Section 2, the provisions of this section apply in relation to the supply of Substances and Dangerous Goods.

### 22.0 Provision of Information

22.1 Where the Supplier is providing Substances or Dangerous Goods to The Principal then, unless exempted by the Principal in writing in relation to any particular Substance or Dangerous Good or class of Substance or Dangerous Good, the Contractor shall (without in any way limiting its OHS Obligations in relation to the Substance or Dangerous Goods), prior to supplying the Substance or Dangerous Good, provide the following information to the Principal in relation to each Substance or Dangerous Good:

- (a) A determination in writing as to whether the Substance is a Hazardous Substance or Dangerous Good.
- (b) Where a Substance is a Hazardous Substance, a Material Safety Data Sheet (MSDS) prepared in accordance with current regulatory requirements and guidance notes issued by the relevant authorities.
- (c) Any technical data relevant to the Principal's proposed use of the Substance or Dangerous Good.
- (d) Where the Substance or Dangerous Good is a pesticide, proof of National Registration Authority approval and details as to in which States and Territories the pesticide is registered; and
- (e) Any relevant summary reports prepared for the purposes of the Industrial *Chemicals (Notification and Assessment) Act (C'th)*.

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## SECTION 6 Dictionary of Terms Used in This Schedule

**Agreement:**

Means the Agreement between the Principal and Supplier into to which this Schedule is incorporated.

**Asbestos:**

Means any form of asbestos as defined in any occupational health and safety legislation in Australia.

**Contractor:**

Means the party or parties with whom the Principal has contracted under this Agreement for the provision of Goods and / or Services, irrespective of whether, for the purposes of other parts of this Agreement that party is defined in different terms.

**Delegate:**

The person who has been properly delegated authority from a Site Manager to perform certain of the Site Manager's duties and exercise certain of the Site Manager's powers.

**Dangerous Good:**

Means "dangerous good" as defined in any Dangerous Goods legislation or in any other OHS related Act or regulation (as amended from time to time) in any jurisdiction in which the Dangerous Goods are to be provided.

**Goods:**

Are those which are acquired by the Principal for its own use or consumption and are not for retail sale. They include Plant, equipment (including fixtures and fittings), substances and Dangerous Goods and personal protective equipment. Non-Merchandise Goods are often referred to as "Goods" throughout this schedule.

**Hazardous Building Material**

Means any form of Hazardous Building Material as defined in any occupational health and safety legislation in Australia.

**Hazardous Substance:**

Means "hazardous substance" as defined in any OHS related Act or regulation (as amended from time to time) in any jurisdiction in which the Hazardous Substance is to be provided.

**High Risk Contracts:**

All contracts that are designated as "high risk" by legislation including but not limited to:

- all construction projects (new sites and refurbishment);
- contracts with an estimated value of \$250,000 and over which involve physical work;
- long-term contracts (12 months and over) which involve physical work;
- contracts with a large number of subcontractors (over 10 medium to large size subcontracting companies) and/or requiring a high frequency of site visits. Note:
  - o a medium size subcontracting company employs 50 or more staff or contractors.
  - o a large size subcontracting company employs 200 or more staff or contractors.
- contracts that provide a service by performing High Risk Activities; and, or
- any other contracts at the discretion of the Contract Manager.

**High Risk Activities:**

Include but are not limited to:

- asbestos removal;
- construction work of any kind;
- demolition;
- All electrical work (excludes replacement of lamps in light fittings);
- hot work in hazardous area;
- installation/replacement of any petrol station equipment (underground or above ground);
- scaffolding;
- tank cleaning or testing;
- welding in hazardous areas;
- working at heights;
- transport (truck driving);
- cooling tower maintenance;
- confined space;
- any other high risk works as defined by State legislations; and, or

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- any other work or activities designated as “high risk” by the Principal for the purposes of a particular contract or portion of a contract as identified in the scope of works for that proposed contract.

If, as a result of any hazard identification and risk assessment undertaken by the Contractor, further high risk work or activities are identified, then the Contractor shall notify the Principal and all obligations relating to high risk work or activities under this Contract apply.

### **OHS Legal Obligations:**

A reference to OHS legal Obligations includes any obligation imposed under:

- the common law relating to health and safety in the work environment.
- any occupational health and safety related legislation, including legislation relating to specific aspects of workplace safety including laws dealing with dangerous goods, gas, electrical and fire safety.
- any obligations relating to health and safety imposed under this Contract (these latter requirements when referred to separately in order to distinguish them from the broader definition of OHS Legal Obligations are referred to as “The Principal’s Requirements”).

### **Plant:**

Means any machinery, equipment or tool, and any of their components and “plant” as defined by any occupational health and safety related Act or regulation (as amended from time to time) in the jurisdiction in which the Plant is to be supplied.

### **Personnel:**

Includes the Contractor’s employees, agents and subcontractors (including work experience students and delivery drivers).

### **SafetyMAP:**

SafetyMAP (Safety Management Achievement Program) is an audit tool designed to assist organizations improve their management of health and safety. It is, amongst others, promoted by WorkSafe Victoria, including on WorkSafe’s internet site.

### **Services:**

Means: the Services or Works, or other term used in the Agreement to define what (other than the supply of Goods)(if any):

- the Contractor is to provide to the Principal as described in the Specifications to this Agreement; and
- includes any unspecified services or works which are incidental to the provision of the Services.

### **Schedule:**

Means this document entitled “OHS Obligations - Services & Non-Merchandise Goods”.

### **Site Manager:**

The person designated by the Principal as manager of a particular site, or if no such person is advised, the person who is the manager in charge of that site at the relevant time.

### **Standards:**

Means in so far as relevant to the particular reference:

- **Australian Standards** - published by the organisation known as Standards Australia Limited which is the peak non-government standards development body in Australia; and/or
- **New Zealand Standards** - published by Standards New Zealand, the operating body of an autonomous Government entity established under the Standards Act 1988.
- **Industry Standard** is a reference to a standard or code of practice developed by businesses with a common interest in a standardised approach to the management of issues where relevant Standards or regulatory guidance are otherwise lacking, or considered in need of supplementation in order to deliver appropriate outcomes.
- **Codes of Practice, Compliance Codes or Guidance** means such documents as issued by relevant OHS regulatory authorities.

### **Substance:**

Means “substance” as defined in any OHS Legal Obligation (as amended from time to time) in any jurisdiction in which the Substance is to be provided.

### **Supply:**

Includes supply and resupply by way of sale, exchange, lease, hire or hire-purchase, whether as principal or agent, and any other form of supply within the meaning of any occupational health and safety related legislation, including legislation relating to electrical and gas safety.

### **Supplier:**

Includes a person or company who supplies Services and Non-Merchandise Goods to the Principal and any person who is a supplier within the meaning of any OHS Legal Obligation.

### **Works:**

The physical activities performed on site in accordance with the specifications and other requirements agreed in writing between The Principal and the Contractor. The term Works exclude non-physical activity (eg consultancy services).