
WORK HEALTH AND SAFETY SCHEDULE

Revised: 29 April 2021

Section 1 Introduction

OVERVIEW OF THIS SCHEDULE

- 1.0 This Schedule relates to work health and safety issues that may arise in procurement contracts for Services and Goods.
- 1.1 It imposes obligations upon the Contractor in order to ensure the Contractor complies with WHS Laws.

This Schedule has six sections as described below:

OVERVIEW OF SECTION 1 – INTRODUCTION

- 1.2 This section:
- (a) addresses definitional issues that may arise from using 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 ‘Contractor’ - which is the term used in this Schedule; and
 - (b) establishes that the Contractor (as defined in clause 1.10(a)(ii)) has obligations under WHS Laws that are independent from the obligations of any other persons and makes provision for the Contractor to release and indemnify the Principal and certain other persons from the consequences of any breach of WHS Laws.

OVERVIEW OF SECTION 2 - SERVICE AGREEMENTS

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

OVERVIEW OF SECTION 3 - AGREEMENTS FOR THE SUPPLY OF GOODS – GENERAL TERMS AND CONDITIONS

- 1.4 This section applies to an Agreement for the supply of Goods except the supply of goods that are incidental to the Agreement.

OVERVIEW OF SECTION 4 - AGREEMENTS FOR THE SUPPLY OF PLANT

- 1.5 This section applies to an Agreement for the supply of Plant.

OVERVIEW OF SECTION 5 - AGREEMENTS FOR THE SUPPLY OF SUBSTANCES AND/OR DANGEROUS GOODS

- 1.6 This section applies to an Agreement for supply of any natural or artificial substance, whether in the form of a solid, liquid or gas, including Substances and Dangerous Goods.

SECTION 6 - DICTIONARY OF TERMS USED IN THIS SCHEDULE

- 1.7 this section 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 the Agreement

- 1.8 This Schedule applies to agreements for procurement purposes by various entities. Therefore, the name of the entity under these agreements may 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.
- 1.10 To facilitate the use of this Schedule in all agreements:
- (a) regardless of the legal entity in question, or the terms used to define the contracting parties in the agreement:
 - (i) the procuring party contracting for the provision of goods and services to it, is referred to as “**Principal**” throughout this schedule, irrespective of the term used for that party in the Agreement; and
 - (ii) the party contracting with the Principal to supply the Goods or Services is referred to in this Schedule as ‘Contractor’ in so far as either term is relevant and applicable to the Goods and Services which are the subject of the Agreement;
 - (b) any reference in the Agreement to ‘occupational health and safety’, ‘OH&S’ or ‘OHS’ is referred to as WHS in this Schedule;

- 1.11 If 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 the Agreement, an interpretation which promotes to the greatest extent, the Contractor’s responsibility for compliance with WHS Laws shall be preferred over any alternative interpretation.

- 1.12 If a Contractor has any doubt about the applicability of any legal obligation, it must notify the Principal in writing prior to the commencement of the provision of any Services or Goods to enable the matter to be resolved. If the Contractor fails to notify the Principal then the relevant WHS Laws are applicable to Contractor.

Contractor’s Overriding Responsibility

- 1.13 This Schedule does not purport to exhaustively detail all of the Contractor’s obligations under the all applicable WHS Laws.
- 1.14 The Contractor acknowledges that:

- (a) it has been contracted by the Principal as 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 complies with all WHS Laws;
- (b) the Principal does not have expertise in the subject matter of the Agreement and is relying upon the Contractor's representations as to its competency generally and in particular in relation to the Contractor's ability to comply with all WHS Laws;
- (c) the WHS Laws are independent of any obligations imposed on the Principal and any other person in whatever capacity they may be acting and the Contractor cannot rely upon the conduct of the Principal as in any way discharging the WHS Laws;
- (d) the Principal and its employees, agents or other contractors acting on the Principal's behalf (collectively referred to as **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) if the Principal and/or Other Persons provides Information to the Contractor it is done in good faith to provide material which may assist the Contractor. It is the Contractor's obligation to assess the Information provided for the purposes of ensuring it complies with the WHS Laws.

Release and Indemnity

- 1.15 The Contractor releases and indemnifies the Principal and/or Other Persons against any claims and demands that may be made against, and any costs and losses, damages, and expenses (including legal costs on a solicitor and own client basis) that may be incurred by the Principal and/or Other Persons, arising out of or in connection with any:
- (a) acts and omissions of the Contractor in connection with its purported discharge of the WHS Laws under the Agreement;
 - (b) breach by the Contractor of any of the WHS Laws; and
 - (c) use or possession by the Principal and/or Other Persons of any Plant, Substances or Dangerous Goods provided by the Contractor in a manner or condition that (whether by act or omission) breaches the WHS Laws.
- 1.16 This release and indemnity will not apply to the extent the:

- (a) Agreement includes another release and indemnity covering the same subject matter as this Schedule; or
- (b) parties to the Agreement have intentionally negotiated the exclusion from the Agreement of a release and indemnity which has application in relation to some or all of the elements comprising the release and indemnity in clause 1.15 of this Schedule.

- 1.17 The release and indemnity in clause 1.15 of this Schedule includes, without limitation, a release and 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 and fines in relation to any actions taken or instituted by a 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 WHS Laws arising from, or having a direct correlation with any breach by the Contractor of the WHS Laws.

Compliance with Laws

- 1.18 The Contractor must ensure that the Contractor and its Personnel comply with all WHS Laws.
- 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 Contractor of its obligation to comply with the WHS Laws.
- 1.20 For the avoidance of any doubt, the Contractor is not required to comply with a requirement of the Principal where to do so would be unlawful (unless the Contractor could make it lawful by obtaining a licence, permit, qualification or similar approval required to provide Goods or Services).

Use of Subcontractors

- 1.21 Where a Contractor engages the services of a subcontractor to discharge any part of its obligations under the 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.
- 1.24 The Contractor must promptly notify the Principal in writing of any actions taken or instituted by a relevant 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 Contractor for the alleged breach of any WHS Laws arising from, or having a direct correlation with any breach by the Contractor of the WHS Laws.

- (f) the Contractor shall ensure that the provision of Goods or Services referred to in (e) above does not recommence until an appropriate review has been undertaken to identify the hazards and appropriate risk controls are implemented.

2.2 Incident Management

2.2.1 Any WHS Incidents (including near misses) involving the Contractor and 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 WHS Incidents (including near misses) arise in the performance of this Agreement, 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 WHS 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 WHS 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 a WHS 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
- (b) proposed corrective actions.

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.

SECTION	2
SERVICE AGREEMENTS	

2.0 Safety Management Obligations

2.1 General

Without in any way limiting the Contractor's obligation to comply with the WHS Laws:

- (a) the Contractor shall upon the Principal's request provide to the Principal the details of the safety aspects of the Agreement prior to commencing the provision of Goods or Services, or at any time during the life of the Agreement;
- (b) the Contractor must ensure that the provision of all Goods and Services comply with the WHS Laws 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 and undertaking an Australian apprenticeship);
- (d) the Contractor is responsible for completing and supervising tasks in a manner which does not risk the health or safety of the Contractor's Personnel, the Principal and/or Other Persons, customers, or any person;
- (e) if a Contractor observes, or it is otherwise drawn to its attention through any formal or informal process, that certain practices (including acts or omissions) do or may be reasonably considered to represent a risk to the health or safety of any person, the Contractor shall order the cessation of the relevant provision of Services immediately; and

- 2.3.3 So far as is reasonably practicable the Contractor shall install suitable fencing or other barriers, appropriate to the nature of the Services, and signage to ensure that non-authorized persons do not enter the Site.
- 2.3.4 If the provision of the Services causes or may cause disruption to the usual movement of the Principal's suppliers, customers, team members or vehicles, the Contractor must provide clear signage and direction, including if necessary, support Personnel, to ensure the appropriate movement pathways are used.
- 2.3.5 Appropriate safety signs and equipment must be provided if a hazard results from the provision of Services. 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 must have a safety management system in place that is commensurate with and proportional to the risk associated with the Services, the size and scope of the Services, the number of parties involved in the Services, the likely duration of the Services and their cost, and their potential impact on the health and / or safety to people.
- 2.4.2 The safety management system must comply with AS/NZS 4801, SafetyMAP or other industry recognised Standards.

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

- 2.5.1 A WMS must be prepared by the Contractor for all Services and must describe the Services to be completed, outline the steps involved and identify associated hazards and the risk control measures that will be implemented to eliminate or reduce risks.
- 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 services on the Principal's Sites, and the potential effects of each hazard.
- 2.5.3 The Principal has taken due care in the preparation of this generic List of Known Hazards. However the Principal does not guarantee 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 and agrees 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 Site, and the activity it

proposes to undertake there, and then make its assessment of the severity of the risks, and implement the appropriate controls.

- 2.5.5 The Contractor must ensure 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 are able to demonstrate an understanding and successful implementation of all control measures outlined in the WMS.

- 2.5.6 If the Contractor is carrying out routine Services, a generic WMS is sufficient for as long as:

- (a) the scope of Services;
- (b) identified hazards and risks; and
- (c) site conditions

remain materially unchanged. If any of these factors 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 upon request by the Principal.

2.6 Contractor Health and Safety Management Plan

- 2.6.1 A health and safety management plan which identifies and provides controls to address all potential hazards within the scope of Services and the 'List of Known Hazards' is required for all High Risk Contracts.

2.7 Spot Checks

- 2.7.1 Periodic checks may be conducted by the 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. The Contractor will cooperate with all reasonable requests of the Site Manager or Delegate including providing access to relevant records and Personnel.

2.8 Corrective Action Report (CAR)

- 2.8.1 Where an instance of 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 The Principal may conduct audits of the Contractor's safety management systems to assess the level of compliance with its obligations to the Principal and under the WHS Laws. The Contractor must make available all premises, systems, Personnel, documentation and information necessary to enable the Principal to ascertain the Contractors 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 Site.
- The Contractor will ensure that none of its Personnel undertake any part of the Services 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 WMS.
- 3.2 Safety Induction Requirements**
- 3.2.1 The Contractors must ensure that all Personnel:
- prior to performing Services in Australia, undertake the Principal's Contractor Safety Induction Program before commencing Services on Site (Note - for Coles Group, Contractors induction is available at <http://www.contractor.colesgroup.com.au/>);
 - prior to performing Services in New Zealand, undertake the Principal's contractor safety induction program before commencing Services on Site (Note - for Coles Group contractors induction is available at <http://www.contractor.colesgroup.com.au/>) or obtain a valid Maintenance Passport or Store Safe Passport;
 - undertake a site orientation before commencing Services on Site;
 - complete any other required inductions such as those required by law or Standards; and
- if engaged to perform Services in the hazardous zones of a Coles Express Site must be accredited by the Workplace Clearance Group (**WPCG**) and undertake Services in accordance with the WPCG Work Clearance Procedure.
- 3.2.2 The Principal's Contractor safety induction must be undertaken personally by all Personnel undertaking the Services on Site. The Contractor must not allow a member of its Personnel undertake or attempt to undertake, the Principal's Contractor safety induction on behalf of another person.
- 3.2.3 A breach of clause 3.2.2 of this Schedule would be deemed to be a material breach of this Schedule and the Agreement and the Principal may, at its discretion:
- suspend the access rights of any person involved in the breach to any of the Principal's Sites for such period of time as it considers appropriate, including a permanent ban; and
 - require the Contractor to rectify the breach and provide evidence of a system to be implemented by it to ensure that such dishonest behaviour does not occur again.
- 3.2.4 If there are literacy or capacity issues that prevent Personnel from completing the Principal's Contractor safety induction independently, it is the Contractor's responsibility to:
- provide support for those Personnel to undertake the Contractor safety induction;
 - ensure that support provided to those Personnel is limited to addressing the literacy or capacity issues and in no way provides assistance to the Personnel in relation to their answers to the Contractor safety induction questions; and ensures the lack of literacy or capacity do not present a health or safety risk; and
 - 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:
- carry the Principal's Induction Card with them when on Site (Note – for New Zealand, carry the Principal's Induction Card or Store Safe Passport or Maintenance Passport with them);

<ul style="list-style-type: none"> (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 when leaving the Site; (d) be provided with and have read a copy of the WMS before commencing any Services on Site; and (e) wear a visitor label issued or approved by the Principal. 	<ul style="list-style-type: none"> 5.1 Unless otherwise agreed by the parties in the Agreement, the Contractor must provide and use its own Plant to undertake the Services.
<p>4.0 Personal Safety</p> <p>4.1 Personal Protective Clothing and Equipment</p> <p>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.</p> <p>4.2 No Smoking Policy</p> <p>4.2.1 The Contractor will ensure that all Personnel observe the smoking restrictions in force on the Principal's Site.</p> <p>4.3 Drugs/Alcohol</p> <p>4.3.1 No person will be permitted to enter or work on the Principal's Site if they:</p> <ul style="list-style-type: none"> (a) are impaired by prescription medication to a degree which presents a risk to the health or safety of that person or any other persons; (b) have alcohol in their system; or (c) have illegal drugs in their system. <p>In respect to (b) and (c), subject to being detectable, there is a zero level tolerance.</p> <p>4.3.2 The Contractor and its Personnel must not consume or store alcohol on the Principal's Site.</p> <p>4.3.3 The Contractor and its Personnel may be required to submit to drug and alcohol testing before being permitted to enter the Site or commence Services.</p> <p>4.4 Harassment or Discrimination</p> <p>4.4.1 The Contractor must ensure its Personnel comply at all times with all laws and the Principal's policies regarding harassment and discrimination. The Contractor must assist the Principal to provide an environment in which employees, contractors, customers and visitors are not subjected to any harassment or discrimination. Any form of harassment or discrimination is prohibited.</p> <p>5.0 Plant & Equipment</p>	<ul style="list-style-type: none"> 5.2 Unless otherwise agreed by the parties in the Agreement, all Plant and other items provided by or on behalf of the Contractor will at all times be under the management, control and sole responsibility of the Contractor. The Contractor must maintain all Plant to meet all WHS Laws as well as the Principal's and all applicable Standards. 5.3 Detailed, documented results of risk assessments of the Contractor's Plant will be made available to the Principal by the Contractor on request. 5.4 All Plant operators must be trained and licensed where relevant. 5.5 The Principal's Plant is not to be used on Site 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 for the use of Plant does not constitute a representation that the Plant is suitable for the proposed use by the Contractor, nor that the Plant or equipment is free of any defects. 5.7 It remains the Contractor's responsibility to ensure that the Plant is; <ul style="list-style-type: none"> (d) safe and suitable for the proposed work (e) the Personnel using the Plant are trained and competent to do so; and (f) used in compliance with WHS Laws. 5.8 The Contractor must ensure appropriate isolation procedures are implemented for the cleaning, maintenance and repair of its Plant including: <ul style="list-style-type: none"> (a) ensuring 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; and (b) 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. 5.9 The Contractor shall have trained its Personnel in the Coles Electrical Isolation Procedures (available through the Site Manager) and 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). 5.10 The Contractor must not use internal combustion engines inside a Site or other building without first completing a risk management plan and the

- implementation of associated controls and obtaining the Principal's prior written approval.
- 5.11 The Contractor must store, operate and maintain its Plant in accordance with the manufacturer's specifications and the requirements of any relevant legislative and industry standards.
- 5.12 The Contractor's Plant must not be left unattended or within the reach of the general public whilst in an operable condition. The Contractor must store all its Plant in a secure location when not in use.
- 5.13 The Contractor must keep noise levels to minimum practical levels and at all times within applicable legal requirements.
- 5.14 The Contractor must keep dust and atmospheric contaminants to minimum practical levels and at all times below acceptable limits prescribed by any applicable legal requirements.
- 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 Services, the Contractor must not restrict or impede any 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 Services 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 titled '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 must not commence any task likely to produce a source of ignition, such as welding, drilling or grinding on the Principal's Site without a hot work permit (a notification document available from the Site Manager or their Delegate) 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 Principal's 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 Site without first obtaining the Principal's written 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 Services where Fire Protection Systems are being impaired. When Part 1 is completed, the Contractor must provide a copy to the Site Manager or Delegate on the site where the Services 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 persons specified in the Fire Protection Equipment Impairment Notice.
- 7.4 Electrical and Gas Isolation Work Permit**
- 7.4.1 If the Services involves any electrical or gas work, 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 Site Manager or their Delegate) prior to the commencement of any Services that requires electricity or gas isolation and obtain the approval of the Site Manager or their Delegate. An Electrical and Gas Isolation Work Permit is not required for changing light bulbs.
- 7.5 Roof and Ceiling Work Permit**
- 7.5.1 If any Services is proposed by the Contractor on the roof, or in the ceiling space, of the Principal's Site, the Contractor must submit a Roof and Ceiling Work Permit (a notification document available from the Site Manager or their Delegate) to the Site Manager or their Delegate for their approval prior to the commencement of any Services 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 on Site is available from the Principal.
- 8.2 The Contractor must ensure that the Personnel working on Site read the Hazardous Building

	Materials and Asbestos register before commencing Services and acknowledge having done so by signing the sign in register.		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.
8.3	If Hazardous Building Materials or Substances are present, location details are to be noted to ensure that Personnel undertaking the Services 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 Personnel suspect that Asbestos is present.		
8.5	If the Services to be undertaken is likely to disturb any Hazardous Building Materials or Substances, work must not be commenced until the hazard is discussed with, and the work is approved in writing by, the Site Manager or their Delegate.		
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 removal Services commencing. The Contractor must comply with all laws, Standards and the Principal's requirements when undertaking removal Services.		
9.0	Substances and Dangerous Goods Management	10.0	Working At Heights
9.1	The Contractor must provide and use their own Substances and Dangerous Goods required for the Services.	10.1	General
9.2	Without in any way limiting the Contractors obligations under WHS Laws the Contractor shall ensure that:	10.1.1	Where reasonably practicable, the need to work from heights must be avoided.
(a)	all Substances and Dangerous Goods brought onto or used on the site must have a compliant Safety Data Sheet (SDS) and be correctly labelled;	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.
(b)	if Substances and Dangerous Goods are to be stored on site, the Contractor must provide a chemical register and copies of the SDS for retention on Site;	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.
(c)	risk assessments are to be completed (and available on request) for all Substances and Dangerous Goods used on Site;	10.1.4	All relevant equipment must be provided by the Contractor and be subject to regular preventative maintenance.
(d)	Substances and Dangerous Goods carry all appropriate identification and hazard labelling and are stored in accordance with all legal requirements;	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.
(e)	a WMS is developed for Services involving Substances and Dangerous Goods;	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 as set out in clauses 10.2 to 10.4
(f)	Identified controls must be implemented in accordance with the relevant SDS and any other WHS Laws including those relating to the transport, storage, use, handling and disposal of Substances or Dangerous Goods; and	10.2	Ladders
(g)	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	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 relevant laws.
		11.2	Residual Current Devices (RCDs) must be tested before being brought on site.

- 11.3 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.
- 11.4 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 any materials to or from any of the Principal's Sites must have documented a clear and comprehensive processes to ensure 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 must be aware of any codes and Standards applicable to their work with the Principal and that they fulfil their role under those codes and Standards.
- 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 the Australian Logistics Council <http://www.austlogistics.com.au>.

Contractors must 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 independent 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 the Contractor's Personnel leave the Site.
- 13.1.2 Unauthorised use or removal of the Principal's equipment is prohibited, as is the unauthorised use or removal of any other Principal's property, including intellectual property or the Principal's confidential information.
- 13.1.3 Entry into sections of a building other than the designated work area or Site 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 afterhours access must be made with the Site Manager.

13.2 Clean Work Environment/Waste Disposal

- 13.2.1 The Contractor will be responsible for maintaining a clean and tidy work Site. 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 the Principal's 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 the Agreement or otherwise at law, the Principal may require the Contractor to immediately remove from the Principal's Site any of its Personnel who are (or who are causing the Contractor to be) acting unlawfully or in breach of any WHS Laws.

- 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 to an Agreement for the supply of Goods to the Principal.

16.0 Provision of Information

- 16.1 The Contractor must provide the Principal with all information and documentation required by the WHS Laws, according to the status of the Contractor under the law. A Contractor may have more than one status under law in relation to

- Plant, including as designer, manufacturer, importer, supplier and/or installer. The Contractor must, without detracting from obligations under the WHS Laws, 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 Contractor's fulfilment of its obligations under this clause does not constitute a waiver or acceptance of the Contractor's failure to comply with any of its obligations under the Agreement. The Principal reserves all of its rights.
- 16.3 The Contractor 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 Contractor is required to provide pursuant to this Agreement:
- (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 representations and warranties**
- 17.1 The Contractor represents and 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 Contractor, will not:
 - (i) breach any WHS Laws; or
 - (ii) breach any other law; 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; and
 - (c) the Goods comply with all relevant:
 - (i) laws in Australia and (to the extent relevant) also New Zealand; and
 - (ii) Standards.
- 18.0 Operating Procedures and Training**
- 18.1 For Goods that require safe operating procedures or training, the Contractor must provide these procedures and the relevant training in the use of the Goods

19.0 Heavy and Bulky Goods

- 19.1 The Contractor must ensure that 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; and
 - (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 sections 2 and 3, the provisions of this section also apply in relation to an Agreement for 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 Contractor shall provide a certificate of registration of the Plant design.
- 20.2 If the Plant is subject to registration requirements, the Contractor warrants 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 If the Plant has previously been used then, in addition to the requirements of this clause, the Contractor must, 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 Contractor 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/OR DANGEROUS GOODS	

In addition to the obligations outlined in sections 2 and 3, the provisions of this section also apply to an Agreement for the supply of Substances and/ or Dangerous Goods.

22.0 Provision of Information

22.1 Where the Contractor 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 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) if a Substance is a Hazardous Substance, a Safety Data Sheet (SDS) prepared in accordance with current regulatory requirements and guidance notes issued by the relevant authorities;
- (c) if a chemical is a Hazardous Chemical, the Contractor must not supply the Hazardous Chemical to the Principal and its workplaces if the Contractor knows or ought reasonably to know that the Hazardous Chemical is not correctly labelled in accordance with current WHS Laws and guidance notes issued by the relevant authorities;
- (d) any technical data relevant to the Principal's proposed use of the Substance or Dangerous Good;
- (e) 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
- (f) any relevant summary reports prepared for the purposes of the *Industrial Chemicals (Notification and Assessment) Act 1989* (CT).

SECTION	6
DEFINED TERMS USED IN THIS SCHEDULE	

The following definitions apply where they are used in this Schedule, unless the context requires otherwise:

Agreement means the agreement between the Principal and Contractor into to which this Schedule is incorporated.

Asbestos means any form of asbestos including material containing Asbestos as defined in the WHS Laws or in any other work, health safety and environment legislation or regulation in Australia (as amended from time to time).

Confined Space means an enclosed or partially enclosed space that:

- is not designed or intended to be occupied by a person;
- is at normal atmospheric pressure or is designed or intended to be at normal atmospheric pressure while a person is in the space;
- is a risk to health and safety from an atmosphere that does not have a safe oxygen level; and/or
- is a risk to health and safety from an atmosphere or contaminants like airborne gases, vapours and dusts that may cause injury from fire or explosion;
- has harmful concentrations of any airborne contaminants; or
- is at risk of engulfment.

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

Delegate means 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 has the same meaning as "dangerous good" as defined in any dangerous goods legislation or in the WHS Laws or in any other work health safety and environment legislation or regulation (as amended from time to time) in any jurisdiction in which the dangerous goods are to be provided.

Goods mean those goods 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 (including Hazardous 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 the WHS Laws or in any other work, health safety and environment legislation or regulation in Australia (as amended from time to time).

Hazardous Chemical has the same meaning as "hazardous chemical" as defined in the WHS Laws or in any other work health safety and environment legislation or regulation (as amended from time to time) in any jurisdiction in which the hazardous chemicals are provided.

Hazardous Substance has the same meaning as "hazardous substance" as defined in the WHS Laws or in any other work health safety and environment legislation or regulation (as amended from time to time) in any jurisdiction in which the hazardous substance are provided.

High Risk Contracts means 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 sum or price of \$250,000 or 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; and
 - 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 Principal.

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; or
- any other work or activities designated as “high risk” by the Principal.

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

Plant means any machinery, equipment or tool, and any of their components and “plant” as defined by the WHS Laws or in any other work, health safety and environment legislation or regulation in the jurisdiction in which the Plant is to be supplied.

Personnel means a party’s employees, agents and subcontractors (including work experience students and delivery drivers).

SafetyMAP means (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 supply of Goods, (if any):

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

Schedule means this WHS schedule.

Site means the land and other places to be made available to the Contractor by the Principal for the purposes of the Agreement;

Site Manager means 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 mean 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.
- **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 or Compliance Codes or Guidance** means such documents as issued by relevant WHS authorities.

Substance has the same meaning as “substance” as defined in any WHS Laws (as amended from time to time) in any jurisdiction in which the Substance is to be provided.

Supply means the 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 work health and safety related legislation, including legislation relating to electrical and gas safety.

WHS means work health and safety.

WHS Incident means any unplanned event resulting in, or having a potential for injury, illness, death, damage or other loss including 'near misses'. A near miss is an incident that does not result in personal injury but has the potential to cause injury and/or property damage. Incidents can vary in their severity or level of risk, and are classified as follows:

- according to classification of risk or seriousness;
- notifiable incidents; and
- significant incidents.

Notifiable incidents are incidents that must be reported to the relevant state safety regulator as a legislative requirement. Notifiable incidents include 'near misses' or injuries to team members, customers, contractors or visitors, and specific criteria apply in each state.

Significant incidents are those incidents that are significant in nature; for example death, explosion, serious injury or potential serious injury, and /or have potential:

- impact on the business or Group; for example media exposure;
- impact on community expectations; for example infectious diseases;
- legal implications; or
- regulatory or union sensitivity or concerns.

WHS Laws means:

- (a) (in Victoria only) means the *Occupational Health & Safety Act 2004* (Vic), the *Occupational Health and Safety Regulations 2017* (Vic) and all other applicable work health and safety legislation, regulations, rules, Codes of Practice and Australian Standards as amended from time to time;
- (b) (in New South Wales only) means the *Work Health and Safety Act 2011* (NSW), *Work Health and Safety Regulation 2017* (NSW), *Work Health and Safety Amendment (GHS Labelling) Regulation 2020* (NSW) and all other applicable work health and safety legislation, regulations, rules, Codes of Practice and Australian Standards as amended from time to time;
- (c) (in Queensland only) means the *Work Health & Safety Act 2011* (Qld), the *Work Health & Safety Regulation 2011* (Qld) and all other applicable work health and safety legislation, regulations, rules, Codes of Practice and Australian Standards as amended from time to time;
- (d) (in the Australian Capital Territory only) means the *Work Health Safety Act 2011* (ACT), *Work Health and Safety Regulations 2011* (ACT) and all other applicable work health and safety legislation, regulations, rules, Codes of Practice and Australian Standards as amended from time to time;
- (e) (in South Australia only) means the *Work Health and Safety Act 2012* (SA), the *Work Health and Safety Regulations 2012* (SA), *Work Health and Safety (Miscellaneous) Variation Regulations 2020* (SA) and

all other applicable work health and safety legislation, regulations, rules, Codes of Practice and Australian Standards as amended from time to time;

- (f) (in Tasmania only) means the *Work Health and Safety Act 2012* (Tas), the *Work Health and Safety Regulations 2012* (Tas) and all other applicable work health and safety legislation, regulations, rules, Codes of Practice and Australian Standards as amended from time to time;
- (g) (in Western Australia only) means the *Occupational Safety and Health Act 1984* (WA), the *Occupational Safety and Health Regulations 1996* (WA) and all other applicable work health and safety legislation, regulations, rules, Codes of Practice and Australian Standards as amended from time to time;
- (h) (in Northern Territory only) means the *Work Health & Safety Act (National Uniform Legislation Act) 2011* (NT), *Work Health & Safety Act (National Uniform Legislation) Regulations 2011* (NT), *Work Health and Safety (National Uniform Legislation) Amendment (Hazardous Chemicals) Regulations 2020* (NT) and all other applicable work health and safety legislation, regulations, rules, Codes of Practice and Australian Standards as amended from time to time;

Any reference to WHS Laws also includes any obligation imposed under:

- the common law relating to health and safety in the work environment;
- any work health and safety and environment 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 the Agreement.