

# Standard Terms and Conditions

## SECTION A: PRELIMINARY

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### A1. Defined terms

Unless the context otherwise requires, the following terms have the meanings given when used in the Contract.

**Applicable Codes and Standards** means the codes, standards, regulations and requirements expressed or implied in any Relevant Law, Government Consent, the Scope of Supply, and in the event of an inconsistency or conflict between any of the above, the more rigorous performance standard applies.

**Authority** means any Federal, State or Local Government, or any ministry, department, court, tribunal, competition authority, commission, board, agency, institution or similar entity or administrative, fiscal or judicial authority of such government.

**Background IP** means any material including procedures, processes, data, systems, know-how and methodologies and any subject matter capable of protection by Intellectual Property Rights:

- (a) which is pre-existing or developed other than in performing the Contract;
- (b) made available by a party to the other party for the purposes of the Contract; and
- (c) whether owned by the party making it available or a third party.

**Business Day** means any day other than a Saturday, Sunday or public holiday in Queensland, Australia, or the location of the relevant Site.

**Completion** means when the Goods have been delivered to the Site and comply with the terms of this Contract and the Services have been performed in accordance with this Contract (as applicable).

**Confidential Information** means all Intellectual Property Rights, Background IP, proprietary know-how and trade-secrets; and any information about the Contractor's rates, price build-up, component prices or prices for specific services, and profit margin which was disclosed or communicated by or on behalf of the Disclosing Party to the Recipient for the Purpose, and all material derived directly or indirectly from that information.

For clarity, **Confidential Information** does not include any information which:

- (a) is or becomes part of the public domain, other than by a breach of a confidentiality obligation;
- (b) is lawfully known to the Recipient before the date of this agreement and is not the subject of a confidentiality obligation;
- (c) is or becomes available to the Recipient from another person on a non-confidential basis except through a breach of a confidentiality obligation.

**Conflict of Interest** means having an interest, affiliation or relationship, or owing an obligation (whether personal, financial, professional or otherwise), which conflicts, may reasonably have the potential to conflict or may reasonably be perceived as conflicting with the ability of the Contractor to perform its obligations under this Contract fairly and objectively.

**Contract** means:

- (a) these Standard Terms and Conditions;
- (b) the agreed Scope of Supply;
- (c) the Purchase Order; and
- (d) any other document stated in the Contract to be part of the Contract.

**Contract Price** means the price agreed between the parties for the Supply, which is exclusive of GST but inclusive of all other taxes, costs and charges.

**Contractor's Personnel** means the Contractor's employees, agents, authorised representatives, directors, officers and Subcontractors, and any other person for whom the Contractor is responsible, and employees, agents, authorised representatives, directors, officers and contractors of the Subcontractors.

**Corporations Act** means the *Corporations Act 2001* (Cth).

**Data Breach** has the meaning given in any applicable Privacy Legislation and includes any unauthorised access to or disclosure or modification of, any misuse or loss of, any interference with, any event that causes denial of access to, or any accidental or unlawful destruction of, any Personal Information.

**Date for Completion** means the date specified in the Purchase Order or otherwise agreed between the parties for completion of the Supply, as adjusted under the Contract.

**Date of Completion** means the date the Supply achieved Completion under clause D1.

**Defects Correction Period** means 1 year.

**Disclosing Party** means the party disclosing Confidential Information.

**Environmental Law** includes all environment related Relevant Law, directions or notices issued by any relevant Authority and Applicable Codes and Standards, as relevant and applicable to the Supply and includes:

- (a) *Environmental Protection Act 1994* (Qld) and any associated regulations;
- (b) *Planning Act 2016* (Qld) and any associated regulations;
- (c) *Nature Conservation Act 1992* (Qld) and any associated regulations;
- (d) *Environment Protection and Biodiversity Conservation Act 1999* (Cth); and
- (e) *National Greenhouse and Energy Reporting Act 2007* (Cth).

**Existing Contract** means any written contract signed by both Queensland Rail and the Contractor for the supply of Goods and Services identified in the Purchase Order, including a contract which sets up a process for ordering the Goods and Services by separate order form.

**Goods** means the items (if any) referred to in the Purchase Order and the Scope of Supply and includes Variations.

**Government Consent** means an approval, consent, waiver, authorisation, permit, clearance, certificates, licence or other precondition required under Relevant Law or from an Authority in relation to the performance of the Supply or the use of the Goods.

**Government Department or Instrumentality** means Queensland Government Procurement (Department of Housing and Public Works), the Queensland Government Procurement Assurance Branch, the Queensland Government Procurement Committee, and any governmental regulator, including the Office of Industrial Relations, Workplace Health and Safety Queensland, the

Queensland Building and Construction Commission, the Fair Work Commission, and the Australian Taxation Office and any entity which replaces these entities from time to time.

**Intellectual Property Rights** means all copyright and analogous rights, all rights in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered designs, confidential information (including trade secrets), know-how, circuit layouts and all other rights throughout the world resulting from intellectual activity in the industrial, scientific or artistic fields. These rights include:

- (a) all rights in all applications to register these rights; and
- (b) all renewals and extensions of these rights.

**Losses** means losses, damages, costs, charges, expenses, penalties, interest and fines, including those arising as a result of claims, demands, actions, proceedings or suits by any person.

**Manage** means collect, hold, use, disclose, process, store, transfer, access, correct, deal with or handle. **Management** has the corresponding meaning.

**Non-Conforming Building Product** has the meaning given in the QBCC Act.

**Personal Information** has the meaning as defined in any applicable Privacy Legislation.

**PPSA** has the meaning given in clause L4.

**Privacy Legislation** means the *Privacy Act 1988* (Cth), the *Information Privacy Act 2009* (Qld) and any Relevant Law governing privacy or Personal Information or the Managing of information about individuals, whether in Australia or elsewhere that is applicable, including any codes, principles or lawful requirement or direction arising from or through such Relevant Law and any published privacy policy of Queensland Rail.

**Procurement Assurance Model** or **PAM** means the 'Procurement Assurance Model' referred to in Part 3 of the Queensland Procurement Policy and includes any additional requirements relating to the Procurement Assurance Model as published from time to time.

**Purchase Order** means the document titled 'Purchase Order' being a request from Queensland Rail for the Contractor to supply the Goods and perform the Services and which may specify details including the quantity and specification of Goods or Services, the Site and the Date for Completion.

**Purpose** means any activity in connection with:

- (a) an expression of interest, invitation to offer, request for quote or negotiation regarding a potential Supply; or
- (b) compliance with the Recipient's obligations under this Contract.

**QBCC Act** means the *Queensland Building and Construction Commission Act 1991* (Qld).

**Queensland Government Supplier Code of Conduct** means the Queensland Government code of that name available at:

[https://www.forgov.qld.gov.au/\\_data/assets/pdf\\_file/0028/641719/supplier-code-of-conduct-2026.pdf](https://www.forgov.qld.gov.au/_data/assets/pdf_file/0028/641719/supplier-code-of-conduct-2026.pdf) or any code that replaces that code.

**Queensland Procurement Policy** means the policy of that name issued by the Queensland Government and available at:

[https://www.forgov.qld.gov.au/\\_data/assets/pdf\\_file/0030/643197/qld-gov-procurement-policy-2026-accessible.pdf](https://www.forgov.qld.gov.au/_data/assets/pdf_file/0030/643197/qld-gov-procurement-policy-2026-accessible.pdf).

**Queensland Rail** means Queensland Rail Limited.

**Queensland Rail's Corporate Policies** means the policies, standards, codes and principles referred to in section 1 of Schedule 1 published by Queensland Rail, and such other policies, standards, codes and principles notified by Queensland Rail to the Contractor.

**Queensland Rail Personal Information** means any Personal Information which is Managed by or on behalf of the Contractor in connection with this Contract.

**Rail Authority** means the authority established under section 6 of the Rail Authority Act.

**Rail Authority Act** means the *Queensland Rail Transit Authority Act 2013* (Qld).

**Recipient** means the party receiving Confidential Information.

**Related Body Corporate** has the meaning given in the Corporations Act.

**Relevant Law** includes orders and awards of any Authority, Acts, ordinances, rules, guidelines, regulations, by-laws and proclamations that may be applicable to the Supply.

**Scope of Supply** means the scope of the Supply agreed between the parties to be performed by the Contractor.

**Security Interest** has the meaning give in clause L4.

**Services** means the services (if any) referred to in the Purchase Order and the Scope of Supply and includes Variations.

**Site** means the areas specified in the Scope of Supply for the performance of the Supply (including delivery of any Goods) or as otherwise advised by Queensland Rail to the Contractor from time to time.

**Specified Person** means:

- (a) a Related Body Corporate of the Recipient;
- (b) a consultant, contractor, auditor or adviser of the Recipient or a Related Body Corporate of the Recipient; or
- (c) an officer or employee of the Recipient or any entity referred to in paragraphs (a) and (b) above.

**Subcontract** means an agreement between the Contractor and a Subcontractor.

**Subcontractor** means any person engaged by the Contractor to perform any part of the Supply.

**Sunset Date** means 20 Business Days after the expiry or earlier termination of this Contract.

**Supplier** means the person, firm or corporation to who or to which the Purchase Order is addressed.

**Supplier Reference Document** means a delivery document, dispatch note, time sheet, claim form or such other document which evidences the performance of the Supply.

**Supply** means all obligations, duties and responsibilities of the Contractor under the Contract and any incidental work that can be reasonable inferred as necessary or appropriate to:

- (a) perform the Services;
- (b) supply the Goods,

(as applicable) in accordance with the Contract.

**Variation** has the meaning given in clause F1.

**WHS Laws** means all safety related Relevant Law, directions on safety or notices issued by any relevant Authority and Applicable Codes and Standards, as relevant and applicable to the Supply and includes:

- (a) *Rail Safety National Law (Queensland) Act 2017* (Qld);
- (b) *Work Health and Safety Act 2011* (Qld);
- (c) *Work Health and Safety Regulation 2011* (Qld);
- (d) *Electrical Safety Act 2002* (Qld);
- (e) *Electrical Safety Regulation 2013* (Qld); and
- (f) *Heavy Vehicle National Law Act 2012* (Qld) and any associated regulations.

## **SECTION B: DOCUMENTATION**

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### **B1. Documents**

#### **B1.1 Entire Agreement**

- (a) If there is an Existing Contract between the parties, and a Purchase Order is issued in respect of that Existing Contract:
  - (i) the Existing Contract will apply to the Supply made under that Purchase Order; and
  - (ii) these Standard Terms and Conditions will not apply to, amend or vary any part of the Existing Contract.
- (b) Subject to clause B1.1(a), this Contract constitutes the entire agreement between the parties and supersedes all previous agreements relating to the Supply or the Contract.
- (c) To the extent the Contractor's terms and conditions are supplied with the Goods and Services (including as printed on a Supplier Reference Document or any other documents), those terms and conditions will be of no legal effect and will not constitute part of this Contract.

#### **B1.2 Precedence**

In the event of any inconsistency between the documents comprising the Contract, the following order of precedence will apply to the extent necessary to resolve the inconsistency:

- (a) the Purchase Order;
- (b) these Standard Terms and Conditions;
- (c) the agreed Scope of Supply; and
- (d) any other document stated in the Contract to be part of the Contract.

### **B2. Intellectual property**

#### **B2.1 Ownership of Intellectual Property Rights**

The parties agree that:

- (a) each party retains its Background IP; and

- (b) all Intellectual Property Rights in any documents, plans, specifications, designs, drawings, sketches, reports or other material created or produced in connection with the Supply vests in Queensland Rail on creation and Queensland Rail grants to the Contractor an irrevocable, royalty free, non-exclusive licence for the term of the Contract to use that material in connection with the Supply.

The Contractor must obtain all necessary copyright and other Intellectual Property Rights permissions before making any third party material available as part of the Background IP, including it in any material produced for or in connection with the Supply or otherwise using it for the purposes of this Contract.

## **B2.2 Licence to use Contractor's Background IP**

- (a) The Contractor grants to Queensland Rail a non-exclusive, royalty-free, irrevocable, perpetual and fully assignable licence to use all Background IP provided by the Contractor in relation to the Supply, to receive the full benefit of the Contract and for any future use or development, including repair, renovation, alteration, addition to, replacement of parts and upkeep of the Goods and Services.
- (b) The Contractor warrants that it has procured the grant and otherwise has the right and authority to grant the licence mentioned in clause B2.2(a) and any use of the Background IP as permitted by this Contract will not infringe the Intellectual Property Rights of any person.

## **B3. Confidentiality and Privacy**

### **B3.1 Confidentiality obligations**

This clause B3 is subject to, and does not limit Queensland Rail's rights under clause B2 in relation to Intellectual Property Rights.

The Recipient must:

- (a) hold the Confidential Information in strict confidence and not disclose, or cause or permit the disclosure of, the Confidential Information, except as permitted under this Contract;
- (b) keep the Confidential Information secure and protected from loss and any use, disclosure, modification or access which is inconsistent with this Contract;
- (c) promptly notify the Disclosing Party if it suspects, or becomes aware of, any:
  - (i) Conflict of Interest in relation to any Confidential Information; or
  - (ii) loss or any unauthorised use, storage, copying or disclosure of the Confidential Information;
- (d) only access and use the Confidential Information for the Purpose;
- (e) not make use of the Confidential Information to the commercial, financial or competitive disadvantage of the Disclosing Party;
- (f) only create, or cause or permit to be created, anything which reproduces, is based on, utilises or relates to Confidential Information if that creation is solely for, and is necessary for, the Purpose; and
- (g) only disclose Confidential Information:
  - (i) subject to clause B3.4 to a Specified Person solely for the Purpose and where such disclosure is necessary for the Purpose;

- (ii) where required to by law, provided that where the Disclosing Party is the Contractor, it must first inform Queensland Rail and seek to limit the terms of that disclosure in any manner reasonably requested by it so as to protect the confidentiality of the Confidential Information;
- (iii) with the prior written consent of the Disclosing Party;
- (iv) to the extent contemplated by the Contract;
- (v) to enable the Recipient to receive the full benefits of the Contract (including under clause B2); or
- (vi) if the Recipient is Queensland Rail, to:
  - (A) any responsible Minister (as defined in the Rail Authority Act), their departmental officers and advisors (including the Queensland Treasury Corporation), including to facilitate any potential restructure of Queensland Rail;
  - (B) the Rail Authority;
  - (C) the Rail Authority's board members, chief executive officer, finance officer and other senior executives (as those terms are defined under the Rail Authority Act) and other employees;
  - (D) a department or agency of the State of Queensland; and
  - (E) the extent required or recommended by Queensland Rail's procurement policy.

### **B3.2 Return and destruction of Confidential Information**

- (a) By the Sunset Date, the Contractor must immediately return to Queensland Rail, or destroy, delete, and erase, all original documents and copies which:
  - (i) are or contain Confidential Information; and
  - (ii) reproduce, are based on, utilise, or relate to Confidential Information.
- (b) If requested by Queensland Rail, the Contractor must provide written confirmation of its compliance with clause B3.2(a).
- (c) The return, destruction, deletion, erasure, or retention of Confidential Information of any of the Confidential Information does not relieve the Contractor from any of its other obligations under this Contract.
- (d) This clause B3.2 does not apply to Confidential Information which:
  - (i) is required to be retained as a matter of good corporate governance, including without limitation, information contained in the Contractor's management submissions, board papers or minutes and audit reports, to the extent that such papers and minutes contain a level of detail consistent with normal practices of the Contractor;
  - (ii) is contained within documents that are created or retained by any legal advisers of the Contractor for the purposes of any relevant professional standards, practices, codes or insurance policies applicable to the provision of advice to the Contractor; or
  - (iii) the Contractor cannot practically return, destroy, delete or erase because it is stored electronically as a result of the Contractor's archiving and data back-up

procedures in accordance with the ordinary practices of the Contractor, provided that the Contractor makes no attempt to access such Confidential Information and complies with any reasonable directions of the Queensland Rail in relation to its storage, use or access,

but for the avoidance of doubt, the confidentiality obligations in the remainder of this clause B3 will continue to apply to such Confidential Information.

### **B3.3 Acknowledgement**

The Recipient acknowledges and agrees that:

- (a) the Confidential Information is secret and highly confidential to the Disclosing Party and its Related Bodies Corporate;
- (b) disclosure of Confidential Information in breach of this Contract could cause considerable commercial and financial detriment to the Disclosing Party and its Related Bodies Corporate; and
- (c) damages may be inadequate compensation for breach of this Contract and, subject to the court's discretion, the Disclosing Party and its Related Bodies Corporate may seek specific performance, injunctive relief or similar remedy as a remedy for any conduct or threatened conduct which is or would be a breach of this Contract in addition to any other remedies available at law or in equity under or independently of this agreement.

### **B3.4 Recipient to ensure compliance by Specified Persons**

- (a) The Recipient may disclose Confidential Information to Specified Persons, provided that those Specified Persons are under an implied or express enforceable obligation to the Disclosing Party to keep the Confidential Information confidential.
- (b) If Queensland Rail requests, the Contractor must obtain from Specified Persons to whom it proposes to disclose Confidential Information a signed confidentiality deed in a form acceptable to Queensland Rail (acting reasonably).

### **B3.5 Contractor's obligations with respect to Personal Information**

The Contractor:

- (a) acknowledges that Queensland Rail is required to comply with Privacy Legislation;
- (b) must comply, and must ensure that the Contractor's Personnel comply, with Privacy Legislation which applies to Queensland Rail (as if the Contractor was bound by that Privacy Legislation in the same way and to the same extent as it applies to Queensland Rail);
- (c) acknowledges that it is bound by its obligations under the Contract even if the Contractor would not otherwise be subject to Privacy Legislation;
- (d) must not, and must ensure that the Contractor's Personnel do not, do anything that would cause Queensland Rail to breach Privacy Legislation;
- (e) must establish effective measures to:
  - (i) safeguard Queensland Rail Personal Information from unauthorised access, modification or disclosure, and from interference, loss or misuse;
  - (ii) ensure that any Queensland Rail Personal Information is Managed in a manner consistent with Privacy Legislation;

- (iii) ensure accurate and complete records are kept of the Contractor's Management of Queensland Rail Personal Information; and
  - (iv) ensure its compliance with this clause B3.5;
- (f) must Manage Queensland Rail Personal Information:
  - (i) only for the purpose of performing this Contract or as required or authorised by law;
  - (ii) with only such of Contractor's Personnel as may be necessary for the purposes of performing this Contract;
  - (iii) in accordance with Queensland Rail's reasonable directions (when provided); and
  - (iv) only within Australia, unless it otherwise has the prior written consent of Queensland Rail;
- (g) must promptly (and in any event no later than two Business Days) notify Queensland Rail of any Privacy Complaint, request for access to or amendment of a document containing Queensland Rail Personal Information of which it becomes aware and:
  - (i) must fully cooperate with Queensland Rail to enable a compliant response to applications for access to, or amendment of a document containing a person's Personal Information and to a Privacy Complaint; and
  - (ii) comply with Queensland Rail's reasonable directions in relation to handling the request or Privacy Complaint;
- (h) must ensure that the Contractor's Personnel are aware of the Contractor's obligations under clause B3 and comply with the same obligations imposed on the Contractor under this clause and, if Queensland Rail requests, obtain from Contractor's Personnel a signed privacy deed in a form acceptable to Queensland Rail;
- (i) acknowledges that nothing in clause B3 is intended to limit any obligations of the Contractor under Privacy Legislation that the Contractor may have as an organisation with respect to Personal Information;
- (j) must promptly notify Queensland Rail of any breach of clause B3; and
- (k) must ensure that its terms and conditions for engaging employees or Subcontractors, so far as possible, authorise the Contractor to disclose to Queensland Rail, and Queensland Rail to manage, Personal Information about those employees or Subcontractors for the purposes of the Contract.

### **B3.6 Data Breach**

- (a) If the Contractor suspects or has reasonable grounds to believe that a Data Breach has occurred with respect to Queensland Rail Personal Information, the Contractor must:
  - (i) immediately notify and provide details of the Data Breach to Queensland Rail;
  - (ii) comply with reasonable directions of Queensland Rail in relation to the Data Breach and, to the extent not inconsistent with those directions, take all reasonable steps to:
    - (A) contain and remedy the Data Breach;
    - (B) mitigate against the adverse effect and harm arising from the Data Breach;

- (C) prevent a similar Data Breach in the future; and
  - (iii) fully cooperate with Queensland Rail to enable Queensland Rail to take any action required of it under Chapter 3A (Mandatory notification of data breaches) of the *Information Privacy Act 2009* (Qld);
  - (iv) if advised by Queensland Rail, conduct an assessment of the Data Breach and determine if serious harm is likely to any affected individual and, if requested by Queensland Rail, permit and allow Queensland Rail to participate in that assessment; and
  - (v) provide Queensland Rail with all information it requests about the assessment of the Data Breach or the Queensland Rail Personal Information affected by the Data Breach.
- (b) The Contractor acknowledges and agrees that:
- (i) Queensland Rail is solely responsible for determining whether a Data Breach is likely to result in serious harm to any of the individuals to whom the Queensland Rail Personal Information relates;
  - (ii) it must not disclose to any third party (including any Authority) the existence or circumstances surrounding any Data Breach without the prior written approval of Queensland Rail. Where Queensland Rail does not grant that approval, Queensland Rail will be responsible for making any notification of the Data Breach required by any Privacy Legislation (and for clarity, Queensland Rail will decide whether or not it has an obligation to notify); and
  - (iii) it will assist Queensland Rail following relevant Queensland Rail Corporate Policies in relation to the Data Breach.
- (c) If the Contractor or Queensland Rail determine that a Data Breach is notifiable under applicable Privacy Legislation (**Notifiable Data Breach**) it is agreed that:
- (i) the parties must discuss and endeavour to agree who is to notify the Notifiable Data Breach (but if the parties are unable to agree, then Queensland Rail will, acting reasonably, decide which party will issue that notification);
  - (ii) the party who is to issue the notification must:
    - (A) as soon as possible, but within three Business Days, provide the other party with a draft of the notification;
    - (B) make any changes to the draft notification that are reasonably required by the other party; and
    - (C) make the notification in accordance with the requirements of applicable Privacy Legislation (including any applicable time periods).

### **B3.7 Media releases and photography**

The Contractor must not, and must not allow its suppliers or Subcontractors to, without the prior written approval of Queensland Rail:

- (a) issue any information, publication, document or article for publication concerning the Supply in any media;
- (b) advertise at the Site;
- (c) participate in a media interview that mentions or refers to the Supply;

- (d) take photographs or make sketches of the Supply or any part of Queensland Rail's operations except for the purposes of the Contract;
- (e) use Queensland Rail's name or logo in publicity or advertising; or
- (f) make representations or statements for or on behalf of Queensland Rail.

### **B3.8 Emergencies**

The restrictions imposed by this clause B3 do not prohibit activities necessary to organise emergency assistance for the Site.

### **B3.9 Confidentiality under the PPSA**

If this Contract contains a Security Interest then each party agrees for the purposes of section 275(6) of the PPSA that it will not disclose information of the type referred to in section 275(1) of the PPSA where a request is made under section 275(1) of the PPSA in relation to this Contract or any part of it except in circumstances where the party is compelled by law (other than section 275(1) of the PPSA) to make that disclosure.

### **B3.10 Survival**

This clause will continue to apply after expiration or termination of this Contract.

## **B4. Audits and records**

### **B4.1 Books and records**

The Contractor must maintain full and accurate books, records and accounts (including electronic records, correspondence, instructions, plans, drawings, receipts, timesheets and invoices) (**Verification Accounts**) to enable Queensland Rail to verify amounts claimed by or paid to the Contractor in relation to the Supply, in accordance with clause B4.2.

### **B4.2 Audit rights**

Queensland Rail may request or audit the Contractor's Verification Accounts at any time during the:

- (a) performance of the Supply; and
- (b) period of two years after the end of the Contract.

### **B4.3 Refunds**

If an audit of Verification Accounts reveals costs charged to or paid by Queensland Rail that are not in accordance with the Contract, the Contractor must refund the amounts to Queensland Rail.

## **SECTION C: PERSONNEL**

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### **C1. Contractor's workforce**

#### **C1.1 Supply of personnel**

- (a) The Contractor must:

- (i) supply all labour, supervisory and other personnel necessary for the performance of the Supply in accordance with the Contract; and
- (ii) if requested by Queensland Rail, provide the names and a copy of certifications supporting the current qualifications and licences of the Contractor's Personnel.
- (b) Queensland Rail may at any time direct the Contractor to remove from the Site, not to permit on the Site or to remove from any activity connected with the Supply, any person engaged in connection with the Supply.
- (c) If any of the Supply includes labour hire services (as defined in the *Labour Hire Licensing Act 2017* (Qld)), the Contractor must maintain (and ensure that its labour hire service providers maintain) a current licence to provide those labour hire services.
- (d) For the avoidance of doubt, the Contractor is not entitled to a Variation, extension of time or compensation as a result of a direction under clause C1.1(b).

### **C1.2 Contractor Personnel employment terms**

- (a) The Contractor acknowledges that the Queensland Rail Enterprise Agreement notified by Queensland Rail to the Contractor is relevant to the Supply (**Relevant EA**) (if any) and that the Relevant EA contains the following term (the **EA Clause**):

*To the extent permitted by law, in respect of work that is covered by the Relevant EA, Queensland Rail must ensure that employees of contractors are afforded terms which are no less favourable than the terms which would apply if the work was done by employees of Queensland Rail. Contractor Employees carrying out the Supply pursuant to this Contract must receive terms which are no less favourable than the terms contained in the Relevant EA which would apply if the Supply was being performed by employees of Queensland Rail.*
- (b) If the EA Clause or compliance with it in accordance with paragraph C1.2(a) is established to be or becomes void, unlawful, unenforceable or invalid for any reason, Queensland Rail must notify the Contractor that it is no longer required to comply with paragraph C1.2(a).
- (c) For the purpose of this clause C1.2, **Contractor Employee** means a person employed directly by the Contractor as a Pay As You Go/PAYG employee, but specifically excludes any person retained by the Contractor as a Subcontractor (either as an individual or through a company).

### **C2. Assignment and subcontracting**

- (a) Queensland Rail may assign, novate, or transfer the Contract to a government agency or government owned corporation of the same or similar standing as Queensland Rail (or delegate or otherwise deal with the Contract or any right, obligation, duty or responsibility under it) in the event of a restructure of Queensland Rail or as a result of a direction by government without the prior written approval of the Contractor.
- (b) The Contractor must not subcontract the performance of or assign or novate the Contract or any part thereof, without Queensland Rail's prior written approval. Such approval will not be unreasonably withheld, but may specify the required terms of subcontract, assignment or novation (acting reasonably).

### **C3. Key Personnel**

- (a) For the purposes of this clause C3, **Key Personnel** means the personnel identified by Queensland Rail that are required to undertake the Supply.

- (b) The Contractor must ensure that the Key Personnel perform the part of the Supply required of their designated positions, unless the Contractor obtains Queensland Rail's prior approval to replace the person or alter the part of the Supply the person is to perform.
- (c) When a designated person is replaced, the Contractor must (unless the person being replaced has died or become ill or incapacitated) ensure that there is a thorough 'handover' which will require the designated person and the replacement person to work together for at least 4 weeks, or other period of time as agreed between the parties.

## **SECTION D: TIME**

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### **D1. Completion**

- (a) The Contractor must carry out the Supply with due expedition and without delay and achieve Completion before the Date for Completion, unless an extension of time is approved by Queensland Rail in writing.
- (b) The Contractor must notify Queensland Rail when it considers that the Supply has achieved Completion.
- (c) Within ten Business Days of a notice from the Contractor under clause D1(b), Queensland Rail may notify the Contractor whether the Supply has achieved Completion, and if Queensland Rail fails to do so, the Supply is deemed to have achieved Completion.
- (d) If Queensland Rail notifies the Contractor under clause D1(c) that the Supply has not achieved Completion:
  - (i) Queensland Rail's notice must include reasons and may include a direction under clause D2.1 in respect of any part of the Supply which Queensland Rail finds to be defective; and
  - (ii) this clause D1 will apply when the Contractor has completed the Rectification Activities or otherwise considers that the Supply has achieved Completion.
- (e) The Contractor must deliver to Queensland Rail, within five Business Days of the Date of Completion, documents and other information required under the Contract or essential for the use, operation and maintenance of the Supply, including all documents and approvals issued by Authorities in relation to the Supply.
- (f) Notwithstanding any other provision of the Contract:
  - (i) Queensland Rail is not obliged to pay amounts owing to the Contractor until the Contractor has complied with clause D1(e); and
  - (ii) neither payment for the Supply nor notice of Completion (or deemed Completion) under clause D1(c) constitutes acceptance of a Supply that does not comply with the Contract or affects the power of Queensland Rail to exercise its rights under clause D2.

### **D2. Defects liability and warranties**

#### **D2.1 Rectification of the Supply**

- (a) The Defects Correction Period will commence on Completion.

- (b) Without limiting or excluding any of its other rights, Queensland Rail may in its discretion:
  - (i) require the Contractor to promptly remove, rectify, replace, repair or re-supply **(Rectification Activities)** any part of the Supply which Queensland Rail finds to be defective at any time from the commencement of the Supply until the expiry of the Defects Correction Period; or
  - (ii) elect to accept the Supply and claim damages for the Contractor's failure to comply with the Contract.
- (c) The Contractor:
  - (i) must, at its expense, perform the Rectification Activities identified by Queensland Rail;
  - (ii) is responsible for any damage to other parts of the Supply or the property of Queensland Rail resulting directly or indirectly from any Rectification Activities;
  - (iii) must carry out all Rectification Activities at times and in a manner so as to minimise the inconvenience to Queensland Rail and any other occupants or users of the Site and its surrounding areas; and
  - (iv) must replace any parts (at its own cost) required to complete the Rectification Activities or for the purpose of testing or commissioning prior to expiration of the Defects Correction Period.
- (d) Unless notified otherwise by Queensland Rail, the Defects Correction Period for any part, component or item which has been the subject of Rectification Activities will be extended for that part, component or item for a period equal to the Defects Correction Period, save that the total Defects Correction Period will never exceed 36 months from Completion.
- (e) Without limiting or excluding other rights of Queensland Rail, if Goods are determined by Queensland Rail to be materially non-compliant with the Contract:
  - (i) Queensland Rail may return the Goods to the Contractor at the Contractor's risk and expense;
  - (ii) Queensland Rail may procure replacements for the returned Goods from an alternative source; and
  - (iii) the Contractor will be indebted to Queensland Rail for:
    - (A) the Contract Price paid by Queensland Rail for the returned Goods (if paid);
    - (B) the costs incurred by Queensland Rail in connection with the delivery and return of the returned Goods; and
    - (C) additional costs incurred by Queensland Rail to procure the Goods from an alternative source.

## **D2.2 Access to rectify**

- (a) Queensland Rail will notify the Contractor with the times it may access the Site to perform the Rectification Activities in accordance with clause D2.1.
- (b) The Contractor must access the Site in accordance with this Contract, including in accordance with the requirements set out in G1.

### **D2.3 Failure to rectify**

If Queensland Rail considers that the Contractor has not performed the Rectification Activities within the time specified by Queensland Rail, or, if no time is specified, a reasonable time after receiving notice under clause D2.1(b), Queensland Rail may, without prejudice to any other rights of Queensland Rail, take any action considered necessary to perform the Rectification Activities and costs incurred by Queensland Rail in doing so will be a debt due from the Contractor to Queensland Rail.

## **SECTION E: PERFORMANCE OF SUPPLY**

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### **E1. Scope of the Contract**

The Contractor must, as an independent contractor:

- (a) carry out the Supply; and
- (b) supply all labour, materials, services, goods, plant, equipment or other things necessary to provide the Goods or Services (whether or not expressly described in the Contract) or comply with its obligations under the Contract.

### **E2. Laws and regulations**

#### **E2.1 Compliance with the law and other requirements**

The Contractor must:

- (a) comply with:
  - (i) all Relevant Laws and Government Consents applicable to the Supply;
  - (ii) policies, regulations, rules, schemes or plans issued by Queensland Rail governing Site activities, industrial relations, construction, safety and the environment applicable to the Supply (including the policies referred to in section 2 of Schedule 1) and Queensland Rail's Corporate Policies; and
  - (iii) applicable Queensland Government policies, including as detailed in clause L3 (The Queensland Code) and clause L4 (Supplier Code of Conduct, Procurement Assurance Model and product requirements);
- (b) obtain and maintain all Government Consents in connection with the Supply; and
- (c) pay any fees, charges, levies and taxes imposed by an Authority in relation to the Supply.

The cost of complying with this clause E2.1 is included in the Contract Price.

#### **E2.2 DDA Act compliance**

Without limiting clause E2.1, the Contractor:

- (a) acknowledges Queensland Rail is required to comply with the *Disability Discrimination Act 1992* (Cth) (**DDA Act**); and
- (b) must ensure the Supply is compliant with the DDA Act.

### **E3. Quality of materials and Goods used in the Supply**

All materials and Goods supplied by the Contractor must:

- (a) be of acceptable quality and fit for the purpose for which Materials and Goods of the same kind are commonly supplied and any other purpose made known (either expressly or impliedly) to the Contractor;
- (b) be free from all defects and imperfections affecting performance;
- (c) be of current manufacture, appropriate grade and suitable capacity; and
- (d) comply with the Scope of Supply.

### **E4. Quality of workmanship**

#### **E4.1 Contractor's warranty**

The Contractor warrants that:

- (a) it will at all times be suitably qualified and experienced to perform the Supply;
- (b) the Supply will be performed in accordance with the Contract and to best practice standards of diligence, skill, care and efficiency expected of a competent contractor performing work of a similar nature to the Supply; and
- (c) the Goods and Services (as applicable) when completed will:
  - (i) comply with all the requirements of the Contract, Relevant Law, Government Consents and Applicable Codes and Standards and will be free from all defects and imperfections affecting performance; and
  - (ii) be fit for their intended purpose.

### **E5. Non-Conforming Building Products**

Regardless of whether the QBCC Act applies to this Contract, in undertaking the Supply the Contractor must ensure that:

- (a) none of the items, products or materials used are a Non-Conforming Building Product; and
- (b) without limiting E5(a), it promptly notifies Queensland Rail if it becomes aware, or reasonably suspects, that any items, products or materials in connection with the Supply is a Non-Conforming Building Product for that particular use and must remedy or remove and replace that relevant item, product or material within the reasonable time specified by Queensland Rail.

## **SECTION F: VARIATIONS AND ADJUSTMENTS**

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### **F1. Variations**

- (a) The Contractor will not vary the Supply unless the parties agree in writing to vary the Supply in accordance with this clause F1 (**Variation**).
- (b) Either party may propose a variation to the Supply by written notice to the other party.
- (c) The Contractor must detail in writing to Queensland Rail (either with the Contractor's proposal under clause F1(b) or within five Business Days (or some other time agreed

between the parties) of a proposal by Queensland Rail), the costs or time which the Contractor will incur or save as a result of the proposed variation, using the schedule of rates (if any is included in the Contract), otherwise using reasonable rates and prices.

- (d) Queensland Rail may either accept, reject or further negotiate with the Contractor the proposed variation.
- (e) The parties must record in writing the details of any Variation agreed by the parties under this clause.
- (f) If a Variation arises from an act, omission or default of the Contractor, its Subcontractors or their employees or agents, the Contractor will have no claim for any additional costs or extension of time.
- (g) If the Contractor considers that a direction by Queensland Rail is a direction to carry out a variation, then the Contractor must within five Business Days of receiving the direction, submit a notice under clause F1(c), and the process in the preceding paragraphs of clause F1 apply.

## **SECTION G: SAFETY, ENVIRONMENT SITE REQUIREMENTS**

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### **G1. Health, safety and environment**

#### **G1.1 General obligations**

- (a) Without limiting clause E2, the Contractor must comply with all duties under WHS Laws and Environmental Laws, safety and Site access conditions and requirements notified by Queensland Rail and Queensland Rail's Corporate Policies whilst carrying out the Supply.
- (b) The Contractor must do all things necessary to enable Queensland Rail to comply with its consultation duties under the WHS Laws.
- (c) The Contractor must not do anything to interfere with Queensland Rail's effective management and control of all Railway Operations (as defined in the *Rail Safety National Law (Queensland) Act 2017* (Qld) and any associated regulations).
- (d) The Contractor must, in relation to the Supply, provide Queensland Rail with copies of all notices and correspondence of whatsoever nature concerning the WHS Laws or Environmental Laws within five Business Days of the dispatch and/or receipt by the Contractor of any such notice or correspondence.
- (e) The Contractor must immediately comply with all lawful directions on health, safety and environment issued by:
  - (i) any relevant Authority; or
  - (ii) Queensland Rail's personnel.
- (f) The Contractor must immediately, upon demand by Queensland Rail, provide Queensland Rail with access to the Contractor's Personnel, premises, the relevant workplace area, equipment and records in order for Queensland Rail to undertake monitoring and inspection activities under Queensland Rail's policies relating to workplace health and safety and the environment.

## **G1.2 Incident response**

The Contractor must:

- (a) notify Queensland Rail of any work related illness, injury, death, dangerous event or environmental incident which occurs on the Site immediately after becoming aware; and
- (b) following a notification under paragraph G1.2(a):
  - (i) do all things necessary to facilitate the conduct of an investigation by Queensland Rail, including:
    - (A) providing Queensland Rail's investigation team with access to the Site;
    - (B) providing Queensland Rail's investigation team with copies of any relevant documents; and
    - (C) taking all steps necessary to facilitate interviews or meetings with the Contractor's employees for the purposes of investigating the incident; and/or
  - (ii) prepare a detailed incident investigation report and provide a copy of it to Queensland Rail within ten Business Days of the request being made and provide copies of all documents and records lawfully requested by Queensland Rail relevant to the incident.

The notification provided to Queensland Rail by the Contractor must include sufficient information to enable Queensland Rail to meet any notification or other requirements that apply to Queensland Rail under WHS Laws or Environmental Laws.

## **G1.3 Performance of the Supply at Queensland Rail's Site**

- (a) In performing its obligations under this Contract, including the obligations set out in the Scope of the Supply, the Contractor must ensure that the Contractor and the Contractor's Personnel, comply with the Site Work Conditions included at Schedule 2, when the Contractor is performing any Supply at Queensland Rail's Site (or other area owned, occupied or operated by Queensland Rail).
- (b) The Contractor must ensure that it notifies all of the Contractor's Personnel of the obligations imposed on them under this Contract (including those obligations contained in Schedule 2) and other relevant policies and procedures of Queensland Rail notified to the Contractor from time to time, and provides the Contractor's Personnel with access to, or copies of, all relevant obligations, policies and procedures.

# **SECTION H: RISK, INSURANCE AND INDEMNIFICATION**

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## **H1. Passing of title and risk**

### **H1.1 Clear title**

The Contractor warrants that title to the Goods and materials supplied by the Contractor, when they pass to Queensland Rail under clause H1.2, will be free and clear of any and all liens, restrictions, reservations, security interests and encumbrances.

## H1.2 Passing of title

Title to any part of the Services or Goods under the Contract passes to Queensland Rail upon the earlier of:

- (a) payment for the Services or Goods (in each case including any materials) by Queensland Rail;
- (b) delivery of the Goods or the incorporation of the materials (as applicable) into the physical manifestation of the Services.

Upon title in Goods or materials passing to Queensland Rail, the Contractor must clearly mark those Goods or materials (as applicable) as the property of Queensland Rail.

Risk in the Goods and materials and the physical manifestation of the Services will pass to Queensland Rail on Completion.

## H1.3 Risk in the Goods and Services

- (a) Notwithstanding clause H1.2, from and including the earlier of:
  - (i) the date of commencement of the Supply; and
  - (ii) the date on which the Contractor is given possession of the Site,the Contractor is responsible for the care of the Supply and any materials until 5.00pm on the Date of Completion.
- (b) Without limiting the generality of the Contractor's obligations, the Contractor must:
  - (i) comply with all directions of Queensland Rail in relation to unloading, safe storage and safe keeping of the items in clause H1.3(a);
  - (ii) segregate all Goods stored off-Site from other items not related to the Contract;
  - (iii) protect the Goods and physical manifestation of the Services and those parts of the Site where the Supply is being performed;
  - (iv) provide all things and take all steps necessary to protect people and property on Site;
  - (v) avoid unnecessary interferences with the passage of people and vehicles; and
  - (vi) prevent nuisance and unreasonable noise and disturbance.
- (c) After 5.00 pm on the Date of Completion, the Contractor will remain responsible for the care of outstanding work and items to be removed from the Site by the Contractor and will be liable for damage occasioned by the Contractor in the course of completing outstanding work or complying with obligations under clause D2.

## H2. Insurance

The Contractor must effect and maintain the appropriate insurance policies including:

- (a) public liability insurance cover for a limit of not less than \$20 million per occurrence; and
- (b) if the Supply relates to the provision of professional services (which may include provision of professional advice), professional indemnity insurance for a limit of not less than \$5,000,000 for any one claim and in the aggregate, to be maintained for a period of seven (7) years after Completion of the Supply.

Upon request by Queensland Rail, the Contractor must provide the certificate of currency evidencing this cover to Queensland Rail.

## **SECTION I: PAYMENT**

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### **I1. Invoices**

#### **I1.1 Submission of Invoices**

The Contractor must submit invoices to Queensland Rail at the end of each month.

#### **I1.2 Pre-conditions to payment**

- (a) Queensland Rail does not have any obligation to pay the Contractor for any part of the Supply until Queensland Rail has been given a correctly rendered invoice. All invoices must:
  - (i) identify the Goods or Services, purchase order number and contract number to which the invoice relates;
  - (ii) provide sufficient detail to enable Queensland Rail to assess progress against the program (if any) and verify that the invoice is payable;
  - (iii) where the Contract Price for the Supply is to be calculated on a schedule of rates basis, be supported by records of time spent (if rates are hourly rates) or volumes delivered by the Contractor's Personnel or Subcontractors, verified by Queensland Rail and in a format determined by Queensland Rail; and
  - (iv) be in the form of, or accompanied by, a valid tax invoice for the purposes of the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- (b) Queensland Rail may request the Contractor to provide a statutory declaration attesting that all Subcontractors and employees of the Contractor have been paid all moneys due and payable to them in respect of the Supply described in the invoice.

#### **I1.3 Payment**

Queensland Rail must pay the Contractor within 30 days from the end of the month in which the Contractor lodges its invoice, or earlier if required by any Relevant Law. Payment is on account only and is not evidence that the Supply has been performed satisfactorily.

#### **I1.4 Contract Price**

Unless expressly stated otherwise in this Contract:

- (a) the Contractor warrants it has made proper allowance in the Contract Price for all matters contained in or capable of inference from the several documents forming the Contract; and
- (b) the Contract Price is inclusive of all costs and amounts necessary for and associated with:
  - (i) carrying out the Supply in accordance with the Contract; and
  - (ii) the Contractor and Contractor's Personnel complying with all of the Contractor's obligations under the Contract.

## **I2. GST**

### **I2.1 GST exclusive amounts**

All amounts used in the Contract, including amounts and variables in formulas, are exclusive of GST unless it is clearly stated that they are intended to be GST inclusive. If a party makes a supply under or in connection with the Contract in respect of which GST is payable, the consideration for the supply but for the application of this clause I2 (**GST exclusive consideration**) is increased by an amount equal to the GST exclusive consideration multiplied by the rate of GST prevailing at the time the supply is made.

## **I3. Right to set-off**

### **I3.1 Queensland Rail's rights**

Queensland Rail may at any time, deduct from any amount due to the Contractor under the Contract to meet:

- (a) any debts and amounts due from the Contractor to Queensland Rail under or in connection with the Contract (including any liquidated damages amount); and
- (b) the amount of any bona fide claims or liens that Queensland Rail has against the Contractor under or in connection with the Contract.

### **I3.2 Notice of amount deducted**

Queensland Rail must notify the Contractor in writing of any amounts deducted under clause I3.1 and the basis for the deduction, at the time that the deducted amount would otherwise be due to the Contractor.

## **SECTION J: SUSPENSION, TERMINATION AND DEFAULT**

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### **J1. Suspension of the Supply**

#### **J1.1 Suspension by Queensland Rail**

- (a) Queensland Rail may, at any time and from time to time and for any reason, suspend performance of the Supply or any part of it, by notice to the Contractor.
- (b) On receipt of a suspension notice, the Contractor must suspend the relevant part of the Supply until directed to recommence the Supply by Queensland Rail, comply with any directions issued by Queensland Rail and take all reasonable steps to protect and secure the Supply and mitigate the costs and delays resulting from the suspension.

#### **J1.2 Consequences of suspension**

Subject to the Contractor complying with its obligations to mitigate under clause J1.1, Queensland Rail must reimburse the Contractor the actual direct costs incurred by the Contractor as a result of standby and remobilisation activities required by the suspension, except that the Contractor is not

entitled to recover any costs if Queensland Rail has directed the suspension due to the negligence of or a breach of Contract or Relevant Law by the Contractor or Contractor's Personnel.

## **J2. Termination**

### **J2.1 Insolvency**

- (a) If either party becomes insolvent or bankrupt, the other party may terminate the Contract immediately by written notice to the other party or the person in whom the Contract is vested as a result of the insolvency or bankruptcy.
- (b) If the insolvent party is the Contractor, Queensland Rail may give to any person in whom the Contract is vested as a result of the insolvency or bankruptcy, the option to perform the Supply in accordance with the Contract, provided that person provides security satisfactory to Queensland Rail for the proper and timely performance of the Contractor's outstanding obligations under the Contract.

### **J2.2 Default by Contractor**

- (a) If the Contractor fails to perform or comply with any of its obligations under the Contract including if the Contractor:
  - (i) without reasonable cause, wholly or substantially suspends performance of the Supply; or
  - (ii) fails or refuses to comply with any direction given by Queensland Rail,

**(Contractor Default)** then Queensland Rail may serve a notice on the Contractor specifying the Contractor Default, the reasonable time within which the Contractor Default is to be remedied and requiring the Contractor to remedy it.
- (b) If, within the time specified in a notice served under clause J2.2(a), the Contractor fails to:
  - (i) take all reasonable steps to prevent recurrence of a Contractor Default that is not capable of remedy and agree to compensate Queensland Rail for its Losses (if any) arising out of the Contractor Default; or
  - (ii) remedy the Contractor Default to the satisfaction of Queensland Rail,

then Queensland Rail may in its absolute discretion and without prejudice to any other rights of Queensland Rail terminate the Contract on five days written notice to the Contractor.

### **J2.3 Default by Queensland Rail**

- (a) Subject to Queensland Rail's rights under the Contract to deduct and withhold amounts owing to the Contractor, if Queensland Rail fails to make a payment due to the Contractor that is not the subject of a dispute between the parties (**QR Default**) then the Contractor may serve a notice on Queensland Rail specifying the QR Default, the time within which the QR Default is to be remedied (which must not be less than 14 days) and requiring Queensland Rail to remedy the QR Default.
- (b) If, within the time specified in a notice served under clause J2.3(a), Queensland Rail fails to remedy the QR Default to the satisfaction of the Contractor, then the Contractor may suspend performance of the Supply until the QR Default is remedied. Queensland Rail must pay any costs incurred by the Contractor as a result of the suspension and any

subsequent resumption of performance of the Supply, in addition to all other amounts payable under the Contract at the time of the suspension.

- (c) If Queensland Rail has not remedied a QR Default within 14 days after the commencement of a suspension under clause J2.3(b), the Contractor may terminate the Contract on five days written notice to Queensland Rail.
- (d) If the Contractor terminates the Contract under J2.3(c) the Contractor may recover from Queensland Rail (as the Contractor's sole entitlement (whether under the Contract, at law or in equity)) the amounts described in clause J2.3(c).

#### **J2.4 Termination for convenience**

- (a) In addition to any other rights that Queensland Rail may have under the Contract, Queensland Rail may at any time, in its absolute discretion and without cause, terminate the Contract in whole or in part by written notice to the Contractor.
- (b) Queensland Rail may engage another contractor to perform any part of the Supply in respect of which the Contract is terminated, without being in breach of the Contract.
- (c) If the Contract is terminated under clause J2.4(a), then subject to Queensland Rail's rights under the Contract to deduct and withhold amounts owing to the Contractor, Queensland Rail must pay the Contractor, as the Contractor's sole remedy in relation to the termination:
  - (i) all amounts due and payable to the Contractor for the Supply at the date of termination;
  - (ii) the cost of materials properly ordered for the Supply for which the Contractor has paid, or is legally bound to pay, provided that:
    - (A) the Contractor cannot use the materials on other works or supply the materials to a third party to recover the cost of the materials; and
    - (B) title to those materials will vest in Queensland Rail when payment is made by Queensland Rail under this clause J2.4; and
  - (iii) to the extent not covered under paragraph J2.4(c)(i) or J2.4(c)(ii), cancellation payments or similar amounts which the Contractor has paid, or is legally bound to pay, to Subcontractors on account of the termination of their Subcontracts as a consequence of Queensland Rail's termination of the Contract.
- (d) Notwithstanding the foregoing provisions of this clause J2.4, the Contractor must continue to perform any part of the Supply in respect of which the Contract is not terminated.

#### **J2.5 Preservation of other rights**

If a party breaches or repudiates the Contract, nothing in this clause J2 will prevent the other party to recover damages or to exercise any other right.

## **SECTION K: DISPUTES**

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### **K1. Dispute resolution**

- (a) Unless otherwise expressly stipulated in the Contract, a party must not commence court proceedings (except proceedings seeking urgent interlocutory relief) in respect of any dispute under the Contract unless it has complied with this clause K1.

- (b) If a party considers that a dispute exists in connection with the Contract, that party may give the other party written notice detailing the nature of the dispute (**Notice of Dispute**).
- (c) Within ten Business Days after the service of a Notice of Dispute, Queensland Rail and the Contractor must confer at least once to attempt to resolve the dispute.
- (d) If the dispute has not been resolved during a conferral under clause K1(c), then within ten Business Days of the first conferral:
  - (i) the chief executive officers of the parties; or
  - (ii) delegates of the chief executive officers, who have not been directly involved in the management of the Contract,must confer at least once to attempt to resolve the dispute and, failing resolution of the dispute, either party may, by notice in writing delivered by hand or sent by registered post to the other party, refer such dispute to litigation.
- (e) If a dispute has not been resolved within 20 Business Days after notice is served under clause K1(b), either party may refer the dispute to a court of competent jurisdiction.
- (f) Notwithstanding the existence of a dispute, the parties must continue to perform the Contract.

## SECTION L: GENERAL

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### L1. Anti-Corruption

#### L1.1 Receipt of benefits

For the purposes of this clause L1, **Anti-Corruption Laws** means Chapter 4, Division 70 of the *Australian Criminal Code Act 1995* (Cth) any other Relevant Law which prohibits the offering of any gift, payment or other benefit to any person or any officer, employee, agent or adviser of such person and is applicable in the jurisdiction in which Queensland Rail or the Contractor are registered or conduct business or in which activities relevant to the Supply are to be performed.

A director, employee or agent of the Contractor must not:

- (a) give or receive any commission, fee, rebate, gift or entertainment of significant value from; or
- (b) enter into any business agreement with,

any director, employee or agent of Queensland Rail other than as a representative of Queensland Rail or in the ordinary and proper course of business between any of those parties.

#### L1.2 Compliance with Anti-Corruption requirements

The Contractor must not undertake any activity, or allow any activity to be undertaken in connection with the Supply, that may constitute a breach of any provision of the Anti-Corruption Laws or cause Queensland Rail to be in breach of any Anti-Corruption Laws.

#### L1.3 Conflict of interest

The Contractor represents that at the date of issue of the Purchase Order, there is no relationship between it and Queensland Rail, between any of the Contractor's directors or employees and

Queensland Rail or between the Contractor and a director or employee of Queensland Rail that gives rise to an actual or potential conflict of interest.

The Contractor must immediately notify Queensland Rail upon becoming aware that any such relationship exists. The Contractor must take reasonable steps to eliminate or overcome the conflict of interest without in any way adversely affecting its continued performance of its obligations under the Contract.

## **L2. Anti-Slavery**

- (a) For the purposes of this clause L2, **Anti-Slavery Laws** means any Relevant Law which has as its objective the prohibition of exploitation of workers, human trafficking, slavery, slavery-like behaviour, servitude, forced labour, child labour, debt bondage or deceptive recruiting for labour or services (or similar types of conduct) and is applicable or otherwise in force in the jurisdiction in which Queensland Rail or the Contractor are registered or conduct business or in which activities relevant to the Supply are to be performed.
- (b) The Contractor must ensure (and must ensure that the Contractor's Personnel) when performing its obligations under this Contract, comply with all applicable Anti-Slavery Laws.
- (c) Without limiting the Contractor's obligations, the Contractor must establish, maintain and implement policies and procedures (including training and ensuring it maintains accurate and complete records of attendance at training) to ensure that the Contractor and the Contractor's Personnel comply with the obligations in this clause L2.
- (d) The Contractor must:
  - (i) provide Queensland Rail with any information it reasonably requires to enable it to comply with its obligations under the *Modern Slavery Act 2018* (Cth); and
  - (ii) in a timely manner, declare any known risks that may exist within its supply chain that may contribute to Modern Slavery.
- (e) The Contractor must ensure its Subcontracts:
  - (i) include obligations on the relevant Subcontractors that are equivalent to the obligations in this clause L2; and
  - (ii) permit termination of such relationships where the Contractor has reasonable grounds to believe there has been, or is likely to be a breach of any applicable Anti-Slavery Laws by the Subcontractors.

## **L3. The Queensland Code**

### **L3.1 Definitions**

If applicable, in addition to terms defined in this document, terms used in this clause L3 have the same meaning as is attributed to them in the Queensland Government's Queensland Code of Practice for the Building and Construction Industry (the Queensland Code).

### **L3.2 Primary obligation**

- (a) The Contractor must comply with, and meet any obligations imposed by, the Queensland Code.
- (b) Where the Contractor is authorised to engage a Subcontractor and it does so, the Contractor must ensure that any Subcontract imposes on the Subcontractor equivalent

obligations to those in this clause L3, including that the Subcontractor must comply with, and meet any obligations imposed by, the Queensland Code.

- (c) The Contractor must not appoint or engage another party in relation to the Supply where that appointment or engagement would breach a sanction imposed on the other party in relation to the Queensland Code.

### **L3.3 Access and information**

- (a) The Contractor must maintain adequate records of compliance with the Queensland Code by it, its Subcontractors and related entities.
- (b) The Contractor must allow, and take reasonable steps to facilitate, Queensland Government authorised personnel (including personnel of Queensland Rail) to:
  - (i) enter and have access to sites and premises controlled by the Contractor, including any Site at which the Supply is being carried out;
  - (ii) inspect any work, material, machinery, appliance, article or facility;
  - (iii) access information and documents;
  - (iv) inspect and copy any record relevant to the Supply;
  - (v) have access to personnel; and
  - (vi) interview any person,as is necessary for the authorised personnel to monitor and investigate compliance with the Queensland Code by the Contractor, its Subcontractors and related entities.
- (c) The Contractor, and its related entities, must agree to, and comply with, a request from Queensland Government authorised personnel (including personnel of Queensland Rail) for the production of specified documents by a certain date, whether in person, by post or electronic means.

### **L3.4 Sanctions**

The Contractor warrants that at the time of entering into this Contract, neither it, nor any of its related entities, are subject to a sanction in connection with the Queensland Code that would have precluded it from tendering for work to which the Queensland Code applies.

### **L3.5 Compliance**

- (a) The Contractor is not entitled to make a claim for reimbursement or an extension of time from Queensland Rail or the State of Queensland for such costs.
- (b) Compliance with the Queensland Code does not relieve the Contractor from responsibility to perform the Supply and any other obligation under the Contract, or from liability for any defect in the Supply or from any other legal liability, whether or not arising from its compliance with the Queensland Code.
- (c) Where a change in the Contract or the Supply is proposed, and that change would, or would be likely to, affect compliance with the Queensland Code, the Contractor must immediately notify Queensland Rail (or nominee) of the change, or likely change and specify:
  - (i) the circumstances of the proposed change;
  - (ii) the extent to which compliance with the Queensland Code will, or is likely to be, affected by the change; and

- (iii) what steps the Contractor proposes to take to mitigate any adverse impact of the change,

and Queensland Rail will direct the Contractor as to the course it must adopt within five Business Days of receiving notice.

#### **L4. Supplier Code of Conduct, Procurement Assurance Model and product requirements**

- (a) Without limiting the Contractor's other obligations under this Contract, the Contractor must, in connection with the Supply:
  - (i) comply with all expectations contained in the Queensland Government Supplier Code of Conduct; and
  - (ii) comply with the Procurement Assurance Model.
- (b) Where the Contractor is authorised to engage a Subcontractor and it does so, the Contractor must ensure that any Subcontract imposes on the Subcontractor equivalent obligations to those in this clause L4.
- (c) The Contractor must notify Queensland Rail, in writing, within ten Business Days if the Contractor ceases to be compliant with clauses L4(a)(i) or L4(a)(ii), including if the Contractor or any Subcontractor is suspended on the Queensland Government Procurement Assurance Portal.
- (d) Queensland Rail reserves the right, at its sole and absolute discretion, to require the Contractor to provide confirmation of its compliance with clauses L4(a)(i) or L4(a)(ii).
- (e) Any failure by the Contractor to comply with the Queensland Government Supplier Code of Conduct in breach of clause L4(a)(i) constitutes a breach of this Contract.
- (f) The Contractor acknowledges and agrees that:
  - (i) the Queensland Government may, from time to time, update or amend the Queensland Government Supplier Code of Conduct; and
  - (ii) the Contractor is solely responsible for ensuring compliance with any updated or amended Queensland Government Supplier Code of Conduct.
- (g) The Contractor acknowledges that a failure to comply with Queensland Rail's policies that apply to the Supply or the Contractor's obligations under the Contract, including this clause L4, can result in the imposition of a consequence under the Procurement Assurance Model, including suspension on the Queensland Government Procurement Assurance Portal, in addition to any other remedies available to Queensland Rail under this Contract.
- (h) The Contractor authorises Queensland Rail and its nominated agent to obtain information about the Contractor relevant to assessing the Contractor's compliance with the Queensland Government Supplier Code of Conduct, and the Procurement Assurance Model that may be held by any Government Department or Instrumentality.
- (i) The Contractor acknowledges and agrees that Queensland Rail may refer matters of non-compliance with the Queensland Government Supplier Code of Conduct and Procurement Assurance Model to the relevant Government Department or Instrumentality, who may publish information about sanctions imposed on the Contractor under the Procurement Assurance Model.

## **L5. Personal property securities**

- (a) In this clause, terms have the meanings given to them in the *Personal Property Securities Act 2009* (Cth) (**PPSA**).
- (b) The Contractor:
  - (i) must not perfect or seek to perfect against Queensland Rail under the PPSA a Security Interest in any personal property;
  - (ii) agrees that Queensland Rail may, but is not obliged to, perfect under the PPSA a Security Interest in any personal property including in respect of any Queensland Rail supplied materials in the possession of the Contractor;
  - (iii) must do everything, and must ensure that its employees and agents do everything, that Queensland Rail may reasonably require to perfect any such Security Interest held by Queensland Rail under the PPSA; and
  - (iv) if, in breach of clause L5(b)(i), it has perfected or sought to perfect under the PPSA against Queensland Rail it must take all steps as necessary to reverse the perfection of the Security Interest including by fully discharging any financing statement registered by the Contractor against Queensland Rail.

## **L6. Miscellaneous provisions**

### **L6.1 Interpretation**

In the Contract unless the contrary intention appears:

- (a) a party includes its executors, administrators, successors and permitted assigns;
- (b) where a party is more than one person the Contract binds all of them separately and each of them together;
- (c) the words *'include'* and *'including'* are to be construed without limitation; and
- (d) if the due date for anything to be done under the Contract falls on a day that is not a Business Day, then it must be done on the next Business Day.

### **L6.2 Governing law**

The Contract is governed by and must be construed and enforced in accordance with the laws of Queensland, Australia and the parties unconditionally submit to the exclusive jurisdiction of the courts of Queensland, Australia (and courts of appeal from them).

### **L6.3 Severability**

If any provision contained in the Contract is void, illegal or unenforceable, that provision is severable from the Contract and the remainder of the Contract has full force and effect.

### **L6.4 Non-waiver**

A waiver of any provision of or right under the Contract:

- (a) must be in writing signed by the party entitled to the benefit of that provision or right; and
- (b) is effective only to the extent set out in the written waiver.

**L6.5 Amendment**

The Contract may be altered only in writing signed by both parties.

**L6.6 No other relationship**

Nothing contained in the Contract is to be construed as constituting a joint venture, agency or partnership between the Contractor and Queensland Rail.

**L6.7 Survival of provisions**

All provisions of the Contract which, expressly or by implication from their nature, are intended to survive rescission, termination or expiration of the Contract will survive the rescission, termination or expiration of the Contract.

## Schedule 1 – Policies

### 1. Queensland Rail's Corporate Policies

The Contractor must comply, and ensure that the Contractor's Personnel comply, with the following of Queensland Rail's Corporate Policies available from the 'Our policies' page on Queensland Rail's website (<https://www.queenslandrail.com.au/aboutus/rti/our-policies>) or from Queensland Rail on request, as amended from time to time and as relevant to the Supply:

- (a) Conflicts of Interest;
- (b) Gifts, Benefits and Entertainment;
- (c) Public Interest Disclosure and Whistleblowing; and
- (d) Trading in Securities.

### 2. Queensland Rail policies

Without limiting clause E2.1, the Contractor must comply, and ensure that Contractor's Personnel comply, with the following policies:

- (a) Fatigue Risk Management;
- (b) Alcohol and other drugs; and
- (c) Rail safety work.

## Schedule 2 – Site Work Conditions

As attached.

# Site Work Conditions

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These Site Work Conditions form part of the Contract and apply in respect of all Queensland Rail owned or controlled Sites in Queensland. They apply to the Contractor and the Contractor's Personnel and any other persons at the Site, unless Queensland Rail advises otherwise in writing.

Queensland Rail manages its safety and environmental obligations through its SEMS which provides comprehensive information on its Safety Requirements and Environmental Requirements.

Queensland Rail may audit compliance with these Site Work Conditions at any reasonable time.

## 1. General

### 1.1 Queensland Rail's Safety Vision

At Queensland Rail, safety comes first. Always. Everything we do is underpinned by our safety commitments:

- (a) **Accountability** – working safely is a condition of employment and we take personal accountability for the safety of ourselves, colleagues, customers and the public.
- (b) **Planning** – we plan work to ensure it is carried out safely and we regularly review our safety performance and communicate lessons learned.
- (c) **Capability** – we ensure people have the right information, skills and equipment to work safely.
- (d) **Leadership** – we provide visible safety leadership and never walk past an unsafe act.
- (e) **Innovation** - we foster innovation to find new ways to improve safety and we align our capital investment to strategic safety outcomes.

### 1.2 Site access

- (a) When accessing any Queensland Rail Site, the Contractor and the Contractor's Personnel must comply with all relevant policies, procedures and rules adopted by Queensland Rail in relation to the Site or the Works including Queensland Rail's SEMS, policies, standards and procedures (as amended by Queensland Rail from time to time) that are made available to the Contractor.
- (b) Access to any Queensland Rail Site is governed by the terms of the Contract or as otherwise authorised by Queensland Rail. Only members of the Contractor's Personnel who have been inducted may access Queensland Rail Sites. Access to a Site for any reason other than performance of the Works is prohibited.
- (c) In some locations, Queensland Rail may require the Contractor to be escorted by appropriately qualified Queensland Rail personnel for the period they are on that Site. Prior notice of when the Contractor will require access to a Site will be required in order that the escort can be arranged.
- (d) Where applicable, a Contractor identification card and a Site access card will be issued to the Contractor. The identification card must be worn at all times and made available for inspection upon request. Identification and access cards are not transferrable. Misplaced identification cards must be reported to Site security or Site reception (see Appendix for contact details) immediately.
- (e) All Contractor's Personnel must log on, or at some Sites sign on, every time they access the Site, and log off/sign off when leaving the Site.
- (f) Queensland Rail may refuse or withdraw permission for any member of the Contractor's Personnel to enter or remain on the Site.
- (g) Prior to Site entry, all vehicle and machinery access to a Site must be authorised by Queensland Rail.

### 1.3 Site induction

- (a) The Contractor must ensure that all of the Contractor's Personnel satisfactorily complete all inductions required by Queensland Rail prior to accessing and commencing Works at a Site.

- (b) If access is required to multiple Queensland Rail Sites, the Contractor's Personnel must be inducted to each Site before they may access those Sites.
- (c) The Contractor will ensure that a register or equivalent record is maintained of all the Contractor's Personnel who have completed relevant Site inductions, which may be inspected by Queensland Rail at any time.

#### **1.4 Site security**

- (a) Any person entering a Queensland Rail Site must comply with Queensland Rail's security procedures for the relevant Site, including, without limitation, the rules and regulations laid down from time to time by Queensland Rail in relation to such matters as security, entry, exit, parking and traffic control at the Site.
- (b) The Contractor's Personnel must not remove from Site any item that is the property of Queensland Rail or any third party without the written consent of Queensland Rail or the relevant third party.
- (c) The Contractor and Contractor's Personnel must not take any photographs, digital images or video footage of the Site or areas within the Site without Queensland Rail's prior written consent.
- (d) Some Sites or areas of Sites may be monitored by CCTV cameras. The Contractor and the Contractor's Personnel must not interfere with any cameras or other recording equipment used at the Site.
- (e) The Contractor and Contractor's Personnel may from time to time be required to undertake additional security training at the Site (e.g. toolbox talks) in line with applicable Queensland Rail policies and procedures.
- (f) Contractors and Contractor's Personnel are required to report any suspicious activity or incidents occurring at the Site to the Queensland Rail Representative in line with relevant Queensland Rail policies and procedures.

#### **1.5 Site Facilities and Services**

- (a) The Contractor must provide its own toilets and other facilities for the Contractor's Personnel unless prior permission to use any available general-use toilets and other facilities within the Site has been agreed in writing with Queensland Rail. If prior permission to use Queensland Rail facilities has been granted, the Contractor acknowledges they are shared with other persons on Site and must be left clean and tidy.
- (b) Queensland Rail will provide the following Site services where they are available and to an extent which is reasonable:
  - (i) electricity supply at existing electricity supply points within the Site. The supply will be free of charge to the Contractor provided the electricity is used only for performance of the Works and reasonable economy is exercised in its use. All electrical faults which occur during performance of the Works must immediately be reported to Queensland Rail; and/or
  - (ii) water supply at existing outlets within the Site.
- (c) Where electricity supply is not available or is insufficient for the proposed works, the Contractor will supply their own electricity at its own cost. Any generators brought onto the Site must comply with these Site Work Conditions.
- (d) Unless expressly stated in the Contract, communication facilities and connections will not be provided by Queensland Rail.
- (e) Unless expressly stated in the Contract, Queensland Rail will not provide accommodation or transport for the Contractor's Personnel. The Contractor bears all costs associated with accommodation and transportation of the Contractor's Personnel.

## 1.6 Non-interference and cooperation

- (a) The Contractor must carry out all Works in a manner that avoids any interference with Queensland Rail's operations on the Site.
- (b) The Contractor must co-operate with Queensland Rail and other Concurrent Contractors performing work on the Site. The Contractor must clearly delineate its work area to the satisfaction of Queensland Rail.

## 1.7 Contractor Safety, Environment and Aboriginal Cultural Heritage Representative

- (a) The Contractor shall ensure that it has a Contractor Safety, Environment and Aboriginal Cultural Heritage Representative for the Works. The Contractor Safety, Environment and Aboriginal Cultural Heritage Representative may be the same person as the Contractor Representative, provided that both roles can be effectively performed.
- (b) Without in any way relieving the Contractor of its responsibilities under the WHS Laws, Environmental Law or Aboriginal Cultural Heritage requirements, the Contractor Safety, Environment and Aboriginal Cultural Heritage Representative shall undertake the following duties or responsibilities:
  - (i) Preparing, submitting, amending (where required), and issuing for implementation the Contractor's WHS Management Plan and the Environmental Management Plan. The WHS Management Plan should outline and prescribe the processes by which the contractor will comply with WHS, Rail Safety and Electrical safety requirements under the Contract (inclusive but not limited to items outlined within this document).
  - (ii) Coordinating the preparation, submission, correction (where required), updates and issuing for implementation of the Contractor's Environment Management Plan (where required).
  - (iii) Ensuring that Safe Work Method Statements (SWMS) are prepared and that High Risk Construction Work is not commenced without SWMS in place.
  - (iv) Ensuring all workers undergo required inductions, daily pre-starts and tool-box talks before commencing work on the Site.
  - (v) Ensuring that all Works involving Surface Disturbance are carried out in compliance with the Aboriginal Cultural Heritage Duty of Care.
  - (vi) Ensuring compliance with the Safety Requirements and Environmental Requirements.
  - (vii) Ensuring the Site is kept clean and tidy (housekeeping) to the extent necessary to render the Site safe at all times for workers, visitors, commuters (where applicable) and other parties which may enter the Site.
  - (viii) Regularly walking the Site to monitor compliance by the Contractor with SWMS, the WHS Management Plan, the Environmental Management Plan, the Aboriginal Cultural Heritage Duty of Care and other safety, environmental and Aboriginal Cultural Heritage related processes or practices, taking immediate corrective action where non-compliances are observed, and creating and keeping records of these safety and environment walks.
  - (ix) Keeping timely and accurate records relating to safety and environment management of the Contract, and making those records available to the Superintendent and any inspector under WHS Laws or Environmental Laws for viewing upon request.
  - (x) Ensuring all Rail Safety Workers and all Contractor's Personnel inside the rail corridor have completed their required training and all other pre-requisites for receiving their RIW Card, and ensuring such RIW Cards are carried by the relevant workers at all times while on the Site.
  - (xi) Monitoring how actual hours of work of Rail Safety Workers compared with planned hours of work

- (xii) Keeping a register of Rail Safety Workers and RIW Card details, licensed electrical workers, and making that register available for inspection upon request by the Superintendent, any relevant Authority, Protection Officer or other representative of the Queensland Rail.
- (xiii) Ensuring all the Contractor's Personnel are given environmental awareness training / induction appropriate to the nature and scale of their activities.
- (xiv) Ensuring all the Contractor's Personnel complete Queensland Rail's Aboriginal Cultural Heritage induction prior to commencing any Surface Disturbance.
- (xv) Submitting reports to the Superintendent on a monthly basis in the format and with the subject matters acceptable to the Superintendent, including but not limited to:
  - (A) an HSE report addressing health, safety and environment matters \*including an up to date report of all Incidents) in the prescribed manner by the 3rd Business Day of the month following the month to which the report relates; and
  - (B) a summary report about the Contractor's performance against and conformance to the WHS and Environment Management Plans during each month by the 7th Business Day of the month following that month. This report shall summarise the Contractor's assurance, audit and inspection in respect of the WHS and Environment Management Plans during the applicable month;
- (xvi) Ensure the safety of the Contractor's Personnel, plant and equipment, and other persons, during the execution of Work.
- (xvii) Receive directions from the Superintendent, the Protection Officers Supervisor and /or Protection Officers and/or Recipient on matters relating to the safe working of the Operating Railway and ensuring that all Contractor's Personnel act in accordance with such directions.

## 1.8 Safe Work Method Statements

- (a) The Contractor shall ensure that no high-risk construction activity takes place without a SWMS being in place.
- (b) If the work does or has the potential to encroach within the Danger Zone or within the Electrical Exclusion Zone (3 metres or infinity above) the Contractor shall ensure the SWMS is submitted a minimum of 10 *Business Days* prior to the commencement of the work which is the subject of the SWMS. However, in instances requiring work under a track possession or/and isolation of Overhead Line Equipment, SWMS are to be provided with the accompanying requests. SWMS for works required to be performed within Scheduled Corridor Access System (SCAS) may be required 90 days ahead of the planned work. Each SWMS shall be accompanied with a Rail Safety References Summary (RSRS) (refer to MD-16-452).
- (c) If the Superintendent identifies additional requirements to be included in the SWMS, the Contractor shall submit to the Superintendent an amended copy within 48 hours of receipt of the Superintendent's comments.
- (d) Review of the SWMS and the provision of any comments by the Superintendent is not undertaken in an expert capacity and cannot be relied upon by the Contractor. The Contractor must ultimately be satisfied that any comments provided by the Superintendent should be incorporated into the SWMS. The Contractor is ultimately responsible for the content of the SWMS and for ensuring the SWMS is consistent with its work health and safety obligations.
- (e) The Contractor shall put in place arrangements to ensure that work is carried out in accordance with the relevant SWMS.
- (f) The Contractor shall keep a copy of all SWMS on *Site* for the term of the *Contract*.

## 1.9 Incidents

- (a) Contractors must be familiar with Queensland Rail's emergency and incident management and reporting procedures as provided, or made available to them, by Queensland Rail.
- (b) In the event of an Incident, the Contractor must:
  - (i) immediately notify Queensland Rail, and if required, any Authority; and
  - (ii) provide a copy of any notification or report submitted by the Contractor to any Authority on the day that it is submitted.
- (c) The notification provided to Queensland Rail by the Contractor must include sufficient information to enable Queensland Rail to meet any notification or other requirements that apply to Queensland Rail.
- (d) No later than 12 hours after the Incident, the Contractor shall submit to the Superintendent a written notification utilising MD-16-276 Contractor Incident Reporting Form.
- (e) The Contractor shall carry out a formal investigation into the causes of the Incident and identify what measures can and will be put in place to prevent or minimise the risk of similar Incidents from happening again in the future. A formal incident/accident report shall be prepared by the Contractor and submitted to the Superintendent within 20 Business Days of the Incident occurring.
- (f) In addition to the matters above, Incidents that have the potential to affect the safety of persons or property on or near the Operating Railway or which have the potential to affect the operation of the Operating Railway must be reported to Network Control immediately. Network Control will arrange for emergency services to attend the Site as necessary. Emergency numbers, including Network Control, are contained in the Appendix. Such Incidents will be managed under the direction of Queensland Rail.
- (g) The Contractor shall if instructed by the Superintendent investigate jointly with Queensland Rail the occurrence of any Incident.
- (h) If Queensland Rail wishes to conduct its own investigation into any Incident, the Contractor must, and must ensure that the Contractor's Personnel, cooperate fully with Queensland Rail's investigation.
- (i) The Contractor must assist Queensland Rail in managing Incidents, including protecting any evidence and ensuring the Site is not disturbed until directed by either the police, an Authority or Queensland Rail, unless it is permitted under Law.

## 1.10 Safety, Environment and Aboriginal Cultural Heritage Assurance

The Contractor shall provide access to any documentation relating to the management and control of work health and safety, rail safety, electrical safety, environment and Aboriginal Cultural Heritage on the Site as requested by the Superintendent as part of any assurance activity.

## 1.11 Safety Training and Competence

- (a) Each member of the Contractor's Personnel must be Competent, sufficiently experienced, skilled and qualified to perform the Work that person is undertaking. The Contractor must ensure its Workers have been provided with the appropriate information, instruction, training and supervision for the performance of the Work.
- (b) Where the work required takes place on or near an Electrified Territory, the Contractor shall ensure that all Contractor's Personnel have completed Working in Electrified Territory (**WET**) induction training and are fully informed prior to them mobilizing of the dangers and the procedures to be adopted while working under, over, or adjacent to the Overhead Line Equipment.
- (c) The Contractor shall also undertake any special training required by Queensland Rail as a pre-requisite for work in or near sites containing or comprising high voltage electrical substation facilities or other High Voltage Enclosure.
- (d) The Contractor shall also undertake any special training required by Queensland Rail as a pre-requisite for specialised temporary (traction) bonding work.

- (e) The Contractor shall ensure that all Contractor's Personnel who will enter the Rail Corridor, have completed Queensland Rail Safely Access the Rail Corridor (**SARC**) induction training via the instructor lead training course. Exceptions to the requirement to undertake the SARC training include:
  - (i) workers who enter the Rail Corridor on an infrequent basis to deliver materials or equipment (on a drive-in drive-out basis) and who will not be required to enter the Danger Zone; or
  - (ii) workers who enter the Rail Corridor on an infrequent basis as drivers or operators of vehicles, plant or mobile equipment where the driver or operator is not required to enter the Danger Zone or leave the vehicle, plant or mobile equipment and where the duration of time that the worker is in the Rail Corridor is very limited (on a drive-in drive-out basis).
- (f) If a Contractor's Personnel has not completed SARC training and/or any other mandatory training requirements specified in the Contract and is required to enter the Rail Corridor, the Worker shall be inducted by the Protection Officer using the Corridor Induction Checklist (SW62). The Contractor shall ensure Contractor's Personnel receive their induction before entering the Rail Corridor. Such induction shall be limited to emergency situations only of a singular one-off nature and is subject to the discretion of the assigned Protection Officer.
- (g) Network lockout training will be required for all persons required to work within the Danger Zone in the Rail Corridor.
- (h) The Contractor must maintain an auditable record of all training, qualifications, licences and certifications. Upon request, the Contractor must provide to Queensland Rail written evidence of the qualifications, competencies and licences of any or all nominated members of the Contractor's Personnel.

#### **1.12 General Safety Requirements**

- (a) In carrying out the Works the Contractor shall so far as is reasonably practicable:
  - (i) implement a safe system for carrying out the Works;
  - (ii) provide adequate facilities for the safety of persons at the Site;
  - (iii) ensure the construction, maintenance, repair, modification or operation of the Works is done or carried out in a way that ensures rail safety is not adversely affected;
  - (iv) establish systems and procedures for the scheduling, control and monitoring of the Works that ensure rail safety is not adversely affected;
  - (v) establish and maintain equipment, systems and procedures to minimise risks to the safety of any Railway Operations;
  - (vi) satisfy itself as to the location and characteristics of all access roads, overhead power lines, underground cables, facilities and services, and other site conditions which may be a hazard to the health and safety of any person;
  - (vii) ensure systems and procedures for the identification and protection of buried, terrestrial or aerial services are in place to minimise risks to the safety of any Railway Operations; and
  - (viii) establish construction site security fencing which prevents unauthorized access to the location and provides protection for any Railway Operations, customers, members of the public and workers.
- (b) The Contractor must provide to Queensland Rail a range of documentation relevant to health, safety and the environment. The documentation must be provided to Queensland Rail for its review at least 20 Business Days prior to the commencement of the Works, unless otherwise agreed with Queensland Rail and may include:

- (i) details of the management structure for the Work, including the management of subcontractor relationships;
  - (ii) a list of all names of the Contractor's Personnel and roles responsible for the execution of the Work;
  - (iii) (completed) induction checklists;
  - (iv) JSEA / SWMS;
  - (v) environmental plans or procedures, including an Environmental Management Plan;
  - (vi) safety plans or procedures, including a WHS Management Plan;
  - (vii) relevant and current certifications and licences; and
  - (viii) execution risk assessment.
- (c) The Contractor must make its risk register available to Queensland Rail upon request as well as updates on a quarterly basis or as agreed with Queensland Rail against risk register actions including reports on progress of closure of actions.
- (d) A traffic management plan is required to be developed and communicated appropriately if there is any Work that affects the normal traffic flow or impacts on pedestrian footpaths.
- (e) A lone worker/remote work communication plan must be developed for any Work carried out by any member of the Contractor's Personnel who works alone or in a remote location.
- (f) In carrying out any design, the Contractor shall ensure the design of the Works, so far as is reasonably practicable, is safe, so far as is reasonably practicable.

#### **1.13 Personal Protective Equipment (PPE)**

- (a) Where the Contractor's Works are undertaken on Queensland Rail Sites, the Contractor shall ensure that all persons comply with the requirements outlined in Queensland Rail's standard relating to Personal Protective Equipment (MD-12-140)
- (b) Any additional personal protective equipment requirements will be determined in accordance with the particular location and work activity, including those required for high risk activities. The additional requirements for personal protective equipment must be addressed in any applicable SWMS or JSEA (or similar).
- (c) The Contractor must ensure that all the Contractor's Personnel are sufficiently trained in the use of personal protective equipment they are required to wear or use.
- (d) No red or green equipment or clothing including backpacks, bags, hats and safety helmets which may be mistaken for a signal will be permitted inside the Rail Corridor.
- (e) The Contractor must also ensure all personal protective equipment worn by the Supplier's Personnel complies with the relevant Australian Standards.

#### **1.14 Vehicle Safety on Site**

- (a) The maximum speed permitted on Queensland Rail's Sites is as follows:
  - (i) 20 Km/hr when there are no people or plant in the vicinity of the vehicle;
  - (ii) Otherwise 10Km/hr.
- (b) The Contractor shall ensure that all drivers of vehicles on Queensland Rail's Sites shall, when driving vehicles in the vicinity of people and plant:
  - (i) sound the plant/vehicle horn; or
  - (ii) make contact on UHF radio; and/or
  - (iii) make eye contact with the worker or plant operator; and
  - (iv) proceed with caution at all times; and

- (v) obey all instructions given by Protection Officers and any authorised representative of Queensland Rail or Contractor.
- (c) The Contractor shall ensure drivers authorised to drive a vehicle or mobile equipment on the Site shall:
  - (i) be appropriately licensed;
  - (ii) exercise due care and attention when driving;
  - (iii) adhere to all applicable road signs or traffic management plans (including maximum speed signs);
  - (iv) follow all general road rules while driving on the Site;
  - (v) not use mobile devices, whether hand-held, hands-free or using Bluetooth, while driving or operating any machinery;
  - (vi) wear seat belts where provided in all moving vehicles and equipment;
  - (vii) park vehicles in designated car parks or other authorised areas only; and
  - (viii) are advised of all outlined requirements relating to vehicle safety on site.
- (d) Where the Works may impact on the safe operation of rail traffic, the Contractor will be required to develop a plan in conjunction with Queensland Rail Network Control and the Queensland Rail Representative.
- (e) All Contractor vehicles, including mobile plant, entering the Rail Corridor, must as a minimum be equipped with the following:
  - (i) two-way communications (UHF) (channel to be determined during pre-start briefing);
  - (ii) fully stocked and maintained first-aid kits appropriate for the work being performed;
  - (iii) maintained and tested fire extinguishers appropriate for the work being performed; and
  - (iv) a flashing light or rotating yellow light mounted on the roof of the vehicle or in a position that allows the flashing or rotating light to be seen from all directions when operating the vehicle.
- (f) Where a Contractor's vehicle is required to reverse in the Rail Corridor but is not equipped with a reversing camera, the Contractor shall ensure the reversing manoeuvre is undertaken under the direction of a spotter outside of the vehicle. Vehicles shall not reverse towards the Operating Track.

### **1.15 Plant and Equipment Safety**

- (a) The Contractor shall ensure:
  - (i) All plant and equipment is subject to a suitable risk management process.
  - (ii) All plant and equipment are fully serviced and maintained in good working order.
  - (iii) Plant maintenance records are kept in accordance with legislative and manufacturers' requirements and are readily available for inspection by the Superintendent as required.
  - (iv) Operation manuals and prestart logbooks are held with the plant and equipment at all times.
  - (v) Workers who operate plant are qualified and Competent, or suitably supervised during training, so that they do not put themselves or others at risk.
  - (vi) All track machines, hi-rail vehicles, including guide wheel excavators or towed rail trolleys are rollingstock registered to operate on Queensland Rail's network in accordance with MD-10-140 Rollingstock Compliance, Validation and Certification.

- (A) Note: Push-a-long track plant, such as equipment trolleys, small rail grinders, etc. do not need to be rollingstock registered however must be built by a recognised manufacturer of rail equipment or be built to recognised engineering standards.
- (B) Where it has more than two wheels, it must be fitted with a park brake that operates on at least two wheels capable of holding the unit indefinitely on a 1 in 40 grade.
- (C) If a brake is not fitted (and the unit could run away on a grade), then operational procedures shall be in place to prevent the unit from running away under all circumstances. Note that preference will be given to trolleys that are fitted with a park brake. Any track machines that have driving wheels that propel the machine on the railway must be rollingstock registered for use on the network.
- (vii) If any specialised plant such as track machines, hi-rail vehicles or towed rail trolleys are to be hired, they must be rollingstock registered, rollingstock registration (for non-rollingstock registered plant) can take up to 2 months to complete.
- (viii) Current test/inspection certificates/tags are held on the Site and/or affixed to the applicable plant/equipment, includes rigging/lifting chains/slings/fixtures, fire extinguishers and electrical leads and equipment; and
- (ix) A register of plant and equipment is kept on Site and made available for inspection by the Superintendent as required. This register shall contain the following:
  - (A) Descriptions of the items of plant or equipment;
  - (B) The service histories of the items of plant or equipment;
  - (C) The planned service intervals for the items of plant or equipment whilst used on the Contract;
  - (D) Any requirements for and details of registration for the items of plant or equipment; and
  - (E) Details of the training and competency requirements for operators of the items of plant or equipment.
- (x) Compliance with Queensland Rail Procedure – Height limiters for mobile plant - Contractors - MD-17-425, which outlines requirements for Contractors in respect to the fitting, approving, and use of height limiting devices on mobile plant working on the Queensland Rail corridor under live Overhead Line Equipment.
- (xi) Plant that is primarily Red or Green in colour shall be avoided for work within the operating rail corridor.

#### **1.16 Use of Portable Electrical Appliances**

- (a) The Contractor shall ensure:
  - (i) All electrical appliances powered from the public electricity supply mains are either of the double insulated type or are supplied from the mains electricity supply through a double wound isolating transformer; and
  - (ii) All electrical equipment used on the Site is tested and tagged in accordance with the requirements of WHS Laws.

#### **1.17 Emergency Management**

- (a) The Contractor must:
  - (i) prepare and provide to the Superintendent, prior to the commencement of the Works, a copy of its emergency response and management plan that pertains to the Works to be performed under the Contract;

- (ii) if required by the Superintendent, ensure the emergency response and management plan is compatible with relevant Site Emergency Preparedness and Response Plan (**EPRP**) provided by Queensland Rail;
- (iii) review the emergency management plan annually or on request of the Superintendent;
- (iv) undertake emergency response drills at durations as agreed to by the Superintendent.

### **1.18 Scaffold, Cranes and other Lifting and Access Equipment**

- (a) Unless otherwise stated in the Contract, the Contractor must provide any scaffolding, ladders, cranes, unloading and handling equipment required at the Site for performance of the Works.
- (b) All lifting, rigging and scaffolding equipment to be used on Site must comply with statutory requirements and Site safety requirements.
- (c) Cranes and Elevated Work Platforms (**EWPs**) must have a Registered Professional Engineer Queensland certification for the pad and access tracks to the pad where the machine is set up and is to be operated.
- (d) Queensland Rail may inspect the Contractor's scaffolding, cranes or other lifting equipment at any time. Any equipment found by Queensland Rail to be defective or inappropriate for use on the Site must be immediately removed from the Site and any costs incurred in repairing or replacing such equipment must be borne solely by the Contractor.
- (e) Where the Contractor supplies and constructs scaffolding as part of the Works, the Contractor must, subject to the Contractor's own work requirements, allow reasonable use of the scaffolding by others (including but not limited to Queensland Rail Personnel, other Contractors of Queensland Rail or such other persons authorised by Queensland Rail) for the purpose of carrying out the Works or related works.
- (f) Depending on the extent or complexity of the scaffolding, a Registered Professional Engineer Queensland may be required to provide certification of the scaffolding.

### **1.19 Industrial Relations**

- (a) The Contractor is responsible for the establishment and maintenance of all necessary policies to secure harmonious industrial relations in connection with the performance of the Work. The Contractor has no claim against Queensland Rail arising out of or in respect of any industrial relations matter, industrial agreement or industrial dispute. The Contractor must keep Queensland Rail fully informed of any disputes or other matters likely to affect industrial relations on the Site.
- (b) The Contractor must ensure that the Contractor's Personnel must conduct themselves in an appropriate manner and refrain from abusive, aggressive, violent, discriminatory, bullying or other offensive behaviour.

### **1.20 Making good**

- (a) Any damage or defacement to rail infrastructure, plant, buildings, paintwork, vegetation, surfaces or Contamination of land caused by the Contractor's Personnel must be made good by the Contractor, at its own expense, to the satisfaction of Queensland Rail.
- (b) If the Contractor fails to make good such damage, defacement or Contamination, Queensland Rail will have such work carried out by another Contractor and the cost of the work by the other Contractor will be a debt due from the Contractor to Queensland Rail.

## 2. Rail Safety

### 2.1 Rail Safety Workers

- (a) The Contractor shall confirm all of the Contractor's Personnel undertaking Rail Safety Work and those who perform work in the Rail Corridor are registered under the Rail RIW Program and are in possession of a RIW Card.
- (b) The Contractor shall confirm all the Contractor's Personnel undertaking Rail Safety Work and those who perform work in the Rail Corridor have all of the required competencies that align with the relevant Queensland Rail role/roles (as listed within the competence matrices) under the RIW program that relates to any rail industry activity (Rail Safety Work or work within the Rail Corridor) assigned by the Contractor to that worker.
- (c) The Contractor shall provide information, instruction, training and supervision of Rail Safety Workers as is necessary to enable those workers to perform Rail Safety Work at Queensland Rail in a way that is safe.
- (d) The Contractor shall ensure that each Rail Safety Worker of the Contractor is associated with Queensland Rail in the RIW System.
- (e) The Contractor shall ensure that each Rail Safety Worker of the Contractor carries a RIW Card when on Site and produces the RIW Card when requested by Queensland Rail or an Authority.
- (f) The Contractor shall ensure that all of its Rail Safety Workers are informed of their duties under s56 of the Rail Safety National Law.
- (g) The Contractor shall prepare and maintain records of the competence of Rail Safety Workers of the Contractor that comply with the requirements of section 30 of the Rail Safety National Law National Regulations 2012.
- (h) The Contractor shall make available to Queensland Rail upon request the Contractor's records of compliance with this clause.

### 2.2 Drug and Alcohol Management

- (a) The Contractor shall ensure that all the Contractor's Personnel are informed:
  - (i) they are subject to Queensland Rail's drug and alcohol management program at any time at a Site;
  - (ii) of the rail safety regulator's drug and alcohol program; and
  - (iii) about the key provisions of that drug and alcohol management program, as specified in Appendix 2 of MD-10-166 Alcohol and Other Drugs Standard.
- (b) The Contractor shall notify Queensland Rail when a Rail Safety Worker or other worker tests positive for alcohol or other drugs under the Contractor's systems.
- (c) The worker who returns a positive test result may be denied future access to Queensland Rail Sites and workplaces at Queensland Rail's absolute discretion.

### 2.3 Fatigue Management

- (a) The Contractor shall ensure that Contractor's Personnel are monitored and managed to confirm compliance with the Fatigue Risk Management Standard (MD-10-178).
- (b) The Contractor shall notify Queensland Rail if a Rail Safety Worker has breached the fatigue requirements detailed in the Fatigue Risk Management Standard (MD-10-178).
- (c) The Contractor shall record and monitor Actual Hours of Work performed by Rail Safety Workers.
- (d) The Contractor will provide any information required by Queensland Rail to confirm compliance with the Rail Safety National Law.

## 2.4 Health & Fitness Program

- (a) Prior to commencing work on site, the Contractor shall ensure that it conducts a risk categorisation of all Rail Safety Workers of the Contractor and its sub-Contractors in accordance with sections 5 and 6 of the National Standard.
- (b) The Contractor shall maintain and keep current its risk categorisation over the course of the contract.
- (c) The Contractor shall ensure that any Rail Safety Workers that are classified as Category 1, Category 2 or Category 3 shall not conduct any Rail Safety Work that falls within the applicable category unless that worker:
  - (i) has undergone health assessment(s) of the type and on the frequency required by the National Standard for Health Assessment of Rail Safety Workers; and
  - (ii) following his/her most recent health assessment(s) under (a), is determined to be fit for duty, as described in the National Standard for Health Assessment of Rail Safety Workers for that Rail Safety Work.
- (d) The Contractor shall make available to Queensland Rail upon request the Contractor's records of compliance with items (a), (b) and (c).
- (e) If Queensland Rail in its absolute discretion determines that any Rail Safety Workers of the Contractor or any Rail Safety Workers of its subcontractors should be categorised at a higher risk level than the category identified by the Contractor, Queensland Rail may notify the Contractor accordingly. As and from the date of receipt of that notice (i.e. with immediate effect), the Contractor shall comply with item (c) on the basis of the categorisation of the applicable Rail Safety Workers as set out in the notice.

## 2.5 Other requirements

- (a) The Contractor shall execute the Works in such a manner so as not to impede, obstruct or interfere in any manner whatsoever with the Operating Railway.
- (b) The Contractor shall:
  - (i) ensure it provides all information necessary, including the tasks to be performed, the tools, plant and other equipment to be used to the Protection Officer Supervisor or Protection Officer;
  - (ii) not enter the Rail Corridor unless a Protection Officer is present to authorise access to the Rail Corridor;
  - (iii) execute the Work so that no excavated or other material shall fall or otherwise be deposited within the Danger Zone;
  - (iv) ensure where there is potential for Works to encroach on the Danger Zone that a Queensland Rail approved type of demarcation is provided appropriate to manage the risk at the Site by those undertaking the Works;
  - (v) ensure that all plant and equipment used in the execution of the Works shall be operated so that no portion of any plant or equipment encroaches on the Danger Zone or Exclusion Zone; and
  - (vi) ensure that no temporary buildings, shelters, barriers, falsework, formwork and the like shall be erected or installed within the Danger Zone or Exclusion Zone.
- (c) The Superintendent, Protection Officers Supervisor and/or Protection Officer shall be entitled to exclude from the Site any person who fails to comply with the direction of the Protection Officer.

## 2.6 Appointment of Protection Officers, Lookouts and Protection Officers Supervisor

- (a) The Contractor shall seek from Queensland Rail the required Protection Officers to support the Works.
- (b) Queensland Rail may at its sole discretion and subject to internal agreements, engage external Protection Officers for the Works from the approved Queensland Rail panel.

- (c) The Contractor acknowledges and agrees that Protection Officers and/or Lookouts shall be entitled to stop or direct the movement of the Contractor's employees, plant and equipment in accordance with the safe working procedures and instructions of Queensland Rail or the Superintendent.

## **2.7 Stoppage of Work and compliance with Directions**

- (a) If in the opinion of the Protection Officers Supervisor, Protection Officer and/or Lookouts the Contractor is executing Works in a manner which could endanger the Operating Railway or persons, the Protection Officers Supervisor, Protection Officer and/or Lookouts shall be entitled to order the Contractor to cease such Works or to move personnel, plant and equipment to a safe place until the danger has passed and the Contractor shall immediately comply with such direction.
- (b) The Superintendent may order the removal from Queensland Rail's property or the Site of any person who, in the opinion of the Protection Officers Supervisor, Protection Officer and/or Lookouts, infringes any safety regulation or refuses to comply with a direction of the Protection Officers Supervisor, Protection Officer and/or Lookouts in relation to the safety of the Operating Railway. The Contractor shall immediately comply with any order.
- (c) Compliance with directions of the Protection Officers Supervisor, Protection Officer and/or Lookouts shall not detract from the Contractor's obligations under the WHS Laws.

## **2.8 Contractor's Work methods and requirements for Protection Officers**

- (a) The Contractor acknowledges and agrees that a Protection Officer will be required to attend every Site when the Contractor is:
  - (i) working in the Rail Corridor;
  - (ii) where personnel, plant or equipment may encroach accidentally or unintentionally within the Rail Corridor;
  - (iii) using work methods which could endanger the Operating Railway.
- (b) The Contractor acknowledges that work outside the Rail Corridor may still require a Protection Officer, if such work has the possibility of endangering the Operating Railway.
- (c) The Contractor acknowledges and agrees that the number and positioning of Protection Officers shall be at the absolute discretion of the Protection Officers Supervisor and the Contractor shall arrange with the Protection Officers Supervisor for the services of such Protection Officers.
- (d) The Contractor's work methods shall be arranged in such a manner as to minimise the requirement to use Protection Officers.

## **2.9 Work procedures**

The Contractor shall seek advice from Queensland Rail in determining the safeworking protections that may be available during the execution of the Work. The Contractor shall carry out Works at a Site using safeworking protections determined by the Protection Officer Supervisor or Protection Officer.

## **2.10 Temporary speed restrictions**

- (a) Where Temporary Speed Restrictions are available in respect of the Works and/or the Site, the Superintendent shall (if necessary) arrange for a Temporary Speed Restriction to be imposed due to the agreed work methods adopted by the Contractor.
- (b) Temporary Speed Restrictions may be required:
  - (i) where Works or work methods employed may result in weakening of the structure of any Operating Track;
  - (ii) where the operation of plant and equipment or the deposition of excavated material may endanger the safety of the Operating Railway; or

- (iii) where personnel on a Site may be endangered by trains passing through the Site at normal speed.
- (c) Where there is Overhead Line Equipment, it may be necessary for a Temporary Speed Restriction to be applied with application only to electric trains, in which case non-electric trains may still travel through the Site at normal speeds.
- (d) The Contractor shall program and construct the Works so that the number and length of Sites requiring concurrent Temporary Speed Restrictions and the duration of the Temporary Speed Restrictions is kept to a minimum.
- (e) The Contractor shall execute the Work so that the requirement for a Temporary Speed Restriction at any particular Site ceases as soon as practicable.

## 2.11 Network Lockout

- (a) The Network Lockout process will be utilised for all work occurring in the Danger Zone.
- (b) All workers required to enter the Danger Zone, must have received training in Queensland Rail Network Lockout and be deemed as Competent.
- (c) The Contractor shall ensure that all equipment required for the Network Lockout process (during the execution of their Contracted work) is available and utilised on Site by all persons required to enter the Danger Zone.
- (d) Network Lockout equipment includes:
  - (i) Red 'Personal' Lock
    - (A) One lock per person for each person required to work within the Danger Zone.
  - (ii) Green 'Person in charge of the workgroup' Lock
    - (A) One lock per person for each person responsible for a workgroup.
  - (iii) Workgroup Lockbox or Permit Folder
    - (A) The combined capacity of the lockbox and hasps must be sufficient for the workgroup size.
    - (B) Multiple lockboxes may be required for multiple work locations or multiple work groups. This shall be considered in the planning or work to be performed within the Danger Zone.
  - (iv) Hasps or Safety Lockout Jaws
    - (A) Of sufficient capacity to enable each person working within the Danger Zone to lock onto the lockbox or permit folder.
- (e) Locks used for Network Lockout shall be:
  - (i) Individually keyed / keyed differently (not gang locks)
  - (ii) One key per lock
  - (iii) Key retaining (captured key when unlocked)
  - (iv) Labelled with "Danger – Do Not Remove"
  - (v) Labelled with name and phone number of the person issued with (and in use of) the lock or uniquely numbered and name and phone number of the lock user listed on a lock register (or similar document) retained at the work location.

## 3. Electrical safety

### 3.1 Electricity entity and Person in control of electrical equipment (PCEE) roles

- (a) The Contractor acknowledges that Queensland Rail must address electrical safety duties as an electricity entity under the WHS Laws (for the electric traction network and

interfaces) and as a PCEE for low voltage installations and rollingstock under Queensland's Rail management and control.

- (b) The Contractor acknowledges that their contracted works shall address their duties under electrical safety legislation.
- (c) The Contractor shall ensure, so far as is reasonably practicable, that no person, plant or thing at the work site comes within an unsafe distance of an overhead or underground electric line. If it is not reasonably practicable to ensure a safe distance, the Contractor must ensure that a risk assessment is conducted for the proposed work and control measures implemented are consistent with the risk assessment. Controls shall include any requirements of Queensland Rail as an electricity entity for work on and near the electric traction system.

### **3.2 Audit and assurance of works**

- (a) The Contractor acknowledges that auditing and supervision to ensure electrical safety of contracted works shall form part of their scope of works.
- (b) The Contractor acknowledged that Queensland Rail may audit work practices and the quality of installations to meet legislative requirement and to enable acceptance of contracted works into maintenance and operation. Findings and recommendations during any such audit shall be addressed by the Contractor at its own cost.
- (c) The Contractor acknowledges that Queensland Rail will require suitable certificates of electrical test and safety to allow energisation of installation and supplied with electricity by Queensland Rail. Certificates of electrical test and safety shall be provided prior to Queensland Rail accepting hand over of works into maintenance and or operation (as an electricity entity or PCEE).

### **3.3 Minimum requirements for work on and near high voltage electric traction infrastructure**

- (a) The Contractor shall comply with the requirements of MD-10-191 Electric Traction Systems Standard – Module 2 and associated electricity entity safety procedures. Key requirements are summarised in the following sections. Applicable Queensland Rail electrical safety management system documents (including standards, specifications and procedures) are specified in project specific scopes of work.

### **3.4 General electrical safety requirements**

- (a) The Contractor acknowledges and agrees that:
  - (i) none of the components of the Overhead Line Equipment have any protective covering and are potentially dangerous and shall not be approached by persons either directly or indirectly with any item of material or equipment;
  - (ii) all Overhead Line Equipment shall always be regarded as energised (at high voltage) unless Isolation has been carried out and a Permit to Work has been issued;
  - (iii) if in the opinion of a Recipient, Traction Power Engineer, Protection Officer, or the Superintendent any activity of the Contractor is considered unsafe or contravenes any part of the Contract or Queensland Rail electrical safety management system, then the Recipient, Traction Power Engineer, Protection Officer, or the Superintendent shall have the authority to direct that such activity cease immediately.
  - (iv) The Contractor shall ensure that no work which has the potential for persons, material, tools, plant or equipment to encroach the Exclusion Zone shall be undertaken unless:
    - (A) an Isolation has been obtained and a Permit to Work issued by the Nominated Person to the Recipient and all requirements are adhered to; or

- (B) the Traction Power Engineer has endorsed an application for a Safety Clarification Advice based on a suitable SWMS and all requirements are adhered to.
- (b) The Contractor shall at all times be responsible for work performed near the Overhead Line Equipment.
- (c) The Contractor shall be responsible for ensuring that all Contractor's Personnel are fully informed of the dangers of working adjacent to the Overhead Line Equipment and for ensuring compliance with the Contract. This includes ensuring that all persons required to work within Queensland Rail Electrified Territory have undergone Queensland Rail Work in the Electrified Territory Training and are in possession of a current Electrical Traction Safety training card.
- (d) The Contractor shall ensure that:
  - (i) nothing is fixed to, attached to or allowed to make contact with the Overhead Line Equipment or other parts of the traction powers system without first obtaining the Approval in writing from the Traction Power Engineer;
  - (ii) materials, plant, tools or equipment such as, but not limited to, electrical extension lead, metal tape, metal-reinforced tape, rope and wire shall not under any circumstances be used in a position where it may fall, be thrown or be blown into contact with the Overhead Line Equipment or components of the traction power system; and
  - (iii) caution is used in the handling of water, hoses, and water jets so that contact is not made with or directed at the Overhead Line Equipment or the electrical equipment mounted under or on top of stationary or passing electric trains.
- (e) The Contractor shall ensure that all persons for whom the Contractor is responsible must not attempt to remove objects such as string, rope, wire or similar objects from the Overhead Line Equipment or from its immediate vicinity, nor approach such objects, but such persons shall immediately report the matter to the ECO on the telephone number(s) specified in the Appendix. The Contractor shall ensure that all persons employed or present on a Site for whom the Contractor is responsible are aware of these requirements.
- (f) Wherever a vehicle, plant or equipment is to be used on or near to an Operating Track and any part of the vehicle, plant or equipment or its load has potential to approach within the Exclusion Zone, the Contractor shall, unless approved otherwise in accordance with the Contract, ensure that an Isolation has been obtained and a Permit to Work issued. When the Contractor is working above or more than 3.0 metres from the Overhead Line Equipment where a vehicle, plant or equipment (e.g. a crane) could fall or encroach within the Exclusion Zone, the Contractor shall ensure that an Isolation has been obtained and a Permit to Work issued.
- (g) The Contractor shall ensure that all employees, SubContractors of the Contractor, suppliers and other invitees of the Contractor are fully informed of any electrical hazards which may be encountered and the limits of work which will apply during an Isolation. During an Isolation, the Contractor shall ensure that measures are taken to prevent contact with any part of the Overhead Line Equipment in order to prevent damage. Should any contact be made with Overhead Line Equipment, the Contractor shall immediately inform the ECO.
- (h) If, in the opinion of a Protection Officer, Recipient or the Superintendent, the Contractor contravenes these conditions, the Contractor acknowledges that the Protection Officer, Recipient or the Superintendent shall be authorised to direct the Contractor to take immediate steps to comply with these conditions and, in the event of such directions not being carried out, the Protection Officer, or the Superintendent shall be authorised to direct the Contractor to immediately stop all work at the Site until the Contractor has complied with such directions.

### 3.5 Recipient role

- (a) The provision of Recipients shall be the responsibility of the Contractor. The Contractor shall be responsible for coordinating and planning for all work that requires a Recipient to be in attendance to supervise any and all works that have the potential to encroach within the Exclusion Zone. The Contractor shall be responsible for ensuring that sufficient Recipients are trained, authorized and available to meet the requirements for Recipients under the Contract.
- (b) The Recipient shall have the following responsibilities:
  - (i) Supervising the electrical safety of the Contractor's Personnel, plant and equipment during Work that presents the potential to encroach the Exclusion Zone; and
  - (ii) delineating the safe area of work and briefing all workers about the safe area or work; and
  - (iii) supervising all works covered by a Permit to Work (under an Isolation) or Safety Clarification Advices (when endorsed as a suitable control by the Traction Power Engineer; and
  - (iv) receiving and relinquishing (surrendering) Permits to Work and Safety Clarification Advice; and
  - (v) ensuring that all works performed within (or likely to encroach) the Exclusion Zone are in accordance with the requirements of the Safety Clarification Advices or Permit to Work under their control; and
  - (vi) ensuring that transfer of responsibility for Safety Clarification Advices or Permit to Work under their control is made to another appropriately Competent and authorized Recipient for periods where they are no longer in position to continue responsibility for the Safety Clarification Advices or Permit to Work. This includes ensuring that the ECO or Nominated Person are informed of transfer of responsibilities to another recipient;
  - (vii) complying with all the requirements of the role including communicating with the ECO during incidents and emergencies; and
  - (viii) receiving any other directions from the Traction Power Engineer, the Nominated Person, the Superintendent on matters relating to electrical high voltage safety and ensuring that all plant and equipment is operated and all employees of the Contractor act in accordance with such directions.
- (c) The Contractor shall ensure that Recipients are provided with sufficient resources to perform the role safely including provision of:
  - (i) timely information about the work environment and relevant SWMS relevant for the task to be supervised;
  - (ii) site induction to ensure familiarity with relevant environment, equipment, workers and task to be supervised; and
  - (iii) adequate time to set up and or verify relevant risk controls are in place.
- (d) The Contractor shall ensure that:
  - (i) the Recipient appointed has current training and authorisation with logbook and monitoring requirements satisfied prior to being appointed;
  - (ii) the required RIW roles are held and reflected within the RIW system for the Recipient;
  - (iii) an authorised Recipient is present on Site at all times while relevant work is being undertaken on a Site;
  - (iv) if the Recipient in charge leaves the Site at any time while work is being undertaken, another Recipient (who has been briefed by the Recipient in charge) is appointed to perform the functions of the Recipient and such appointment is

notified to the ECO or Nominated Person prior to the Recipient in charge leaving the Site; and

- (v) where the Contractor is carrying out work at more than one Site, the Contractor shall appoint one or more Recipients for each Site. Each Recipient has the responsibility to ensure compliance with the SMS at each Site.
- (e) The Recipient and all the relief Recipients shall be required to attend the Recipient training course nominated and conducted by the Queensland Rail and can produce a current Recipient card suitably endorsed and issued by Queensland Rail. Photographic identification shall also be required.
- (f) Where the Contractor does not have appropriately trained and Competent Recipients available to them for the execution of the required works, Recipients may be sourced by the Contractor from the Queensland Rail approved panel.

### **3.6 Isolations**

- (a) Except where provided for elsewhere in the Contract, the Superintendent shall be responsible for liaison with the Traction Power Engineer and relevant Queensland Rail planning forums.
- (b) The Contractor acknowledges that:
  - (i) relevant work to be carried out under an Isolation cannot be carried out unless a Permit to Work has also been issued;
  - (ii) the duration of an Isolation includes the time necessary for associated isolation work to be carried out by Queensland Rail, including the times required to issue and cancel the Permit to Work;
  - (iii) the approved commencement time for any Isolation shall be considered to be approximate only and the actual commencement times will depend on the Queensland Rail's requirements at the time;
  - (iv) notwithstanding any delay by Queensland Rail in commencing the Isolation or in issuing the Permit to Work, the cancellation time for the Permit to Work shall not be varied unless approved by the Traction Power Engineer or delegated representative; and
  - (v) Queensland Rail reserves the right at any time to cancel a Permit to Work in an emergency situation.
- (c) The Contractor shall be responsible for submitting all applications for Permits to Work via the Superintendent.
- (d) All applications for a Permit to Work shall incorporate:
  - (i) the name of the Contract;
  - (ii) the date of the application;
  - (iii) the date on which the Permit to Work is required;
  - (iv) the location, including requested worksite limits, for the work proposed;
  - (v) the name of the Recipient and the place where the person may be contacted at all times;
  - (vi) the required time of commencement and time of cancellation of the Permit to Work; and
  - (vii) the location and nature of work to be performed for which the Permit to Work is required, and the types of plant and equipment to be used, including details on the closest distance between the Overhead Line Equipment and the work to be performed.
- (e) Where necessary, the Contractor shall also make or have made application for a Track Possession. The Contractor acknowledges that, if it has been informed by Queensland

Rail that a Track Possession will not be applied, Queensland Rail may operate non-electric trains or other track-mounted equipment on the Operating Track during the period of an Isolation.

- (f) The Contractor shall be responsible for the accuracy of all information stated on the application for a Permit to Work and for delivery of the application to the Superintendent.
- (g) If a Permit to Work is not granted, the Superintendent shall endeavour to give the Contractor at least 24 hours' notice of such advice, except that Queensland Rail shall at all times reserve the right to retract an Approval or require the Recipient to surrender a Permit to Work.

### **3.7 Issue of Permits to Work**

- (a) The Contractor shall ensure that no preparatory or other work shall be carried out within the Exclusion Zone or presenting the potential to encroach within the Exclusion Zone until a relevant Permit to Work is issued.
- (b) Following isolation and earthing of the Overhead Line Equipment, a Permit to Work may be issued by a Nominated Person to a Recipient.
- (c) The Permit to Work will state:
  - (i) the date and the time for commencement and required time for surrender of the Permit to Work;
  - (ii) the Operating Track and the Overhead Line Equipment affected by the Isolation; and
  - (iii) the working limits within which the Overhead Line Equipment has been Isolated and to which the Permit to Work applies.
- (d) The issue of the Permit to Work will be accompanied by a briefing by the Queensland Rail Nominated Person to the Recipient to confirm the safe area of work.
- (e) Permits to work issued near the limits of isolation (and or adjacent to energised HV equipment) shall be issued on site to the Recipient to confirm:
  - (i) the safe area of work; and
  - (ii) the scope of work (including stages of work if required).
- (f) The Recipient shall visibly delineate the safe area of work and provide a detailed safety brief to all the Contractor's Personnel. The briefing shall identify any locations presenting energised lines and equipment in the vicinity of the safe area of work.
- (g) The Recipient, or any relief shall retain personal possession of the Permit to Work at all times and remains contactable at all times whilst performing the role of Recipient during the Isolation.
- (h) The recipient shall remain attentive at the Site for the duration of the Work, or for such other period required by the Traction Power Engineer in an emergency situation, until such time as the Permit to Work has been surrendered.
- (i) The Contractor shall ensure that:
  - (i) if the Recipient leaves the Site for which a Permit to Work has been issued, the Recipient is relieved by another Recipient as provided for in this clause and that such relief Recipient is fully informed of the information and requirements contained in the Permit to Work; and
  - (ii) the Permit to Work is handed to, signed by and kept in the personal possession of the relief Recipient who shall remain at the Site until such time as such relief Recipient is further relieved or such other period as the Traction Power Engineer may require in an emergency situation.

### 3.8 Surrender of Permits to Work

- (a) At the completion of the work for which the Permit to Work was issued but not later than the cancellation time shown on the Permit to Work, or at any other time directed by the Traction Power Engineer in an emergency situation, the Contractor shall ensure that:
  - (i) all plant, equipment and materials are removed, and all personnel have moved clear of the Exclusion Zone;
  - (ii) the Recipient, or the relief Recipient in possession of the Permit to Work, completes the “clearance” statement on Part 3 of the Permit to Work and surrenders the Permit to Work to the Nominated Person; and
  - (iii) under no circumstances shall the Recipient in possession of the Permit to Work or the relief Recipient, as the case may be, leave the Site without first surrendering the Permit to Work to the Nominated Person.

### 3.9 Working near energised lines and equipment under a Safety Clarification Advice

- (a) If the Contractor needs to carry out Works within the Exclusion Zone and the Contractor assesses that such work does not require an Isolation, the Contractor shall apply to the Superintendent for special endorsement by the Traction Power Engineer to undertake such work. Such application shall be in writing supported by a completed MD-11-6784 Request to work “On” or “Near” Overhead Line Equipment
- (b) The Contractor shall submit such application for special Approval to the Superintendent at least 10 Business Days prior to the date the Contractor intends commencing such work.
- (c) Where special endorsement is granted by the Traction Power Engineer for work to be carried out without an Isolation, such Approval shall be in the form of a Safety Clarification Advice handed by the Traction Power Engineer to the Recipient and shall define the physical limits of the work including the revised Exclusion Zone to be maintained, the time and duration to which the Approval relates, and any other conditions that the Traction Power Engineer considers necessary. The Contractor shall ensure that the Recipient is fully informed of the details of each Safety Clarification Advice and remains on site to supervise works for the duration of all works.
- (d) Under a Safety Clarification Advice, the Traction Power Engineer may first require temporary works to be carried out, including but not limited to:
  - (i) the placement or erection of ropes, temporary fences, warning tapes and/or warning notices to define the limit beyond which no part of a person or any tools or equipment shall be allowed to project towards the Overhead Line Equipment; and
  - (ii) the provision and erection of temporary screens and temporary bonding.
- (e) The placement or erection of temporary works shall only be carried out by the Contractor after receipt by the Recipient of a Permit to Work or a Safety Clarification Advice in respect of such temporary works. The temporary works shall be constructed to the satisfaction of the Traction Power Engineer (or delegated representative). The Contractor shall obtain the Approval of the Traction Power Engineer before any further work may commence within the Exclusion Zone.
- (f) The cost of all such Temporary Works shall be borne by the Contractor.
- (g) A Safety Clarification Advice shall only be issued to the Recipient in response to an application by the Contractor and, where issued, shall only apply to the specific work which is the subject of that particular application. Each and every instance, distinguished by a differing Site or by a differing work method, in which the Contractor recommends to work within the Exclusion Zone without the need for an Isolation shall be the subject of a separate application by the Contractor. A revised Exclusion Zone shall be endorsed for each application by the Traction Power Engineer.
- (h) The Recipient shall be responsible for ensuring that all persons performing such work are informed of and comply with the requirements of the safe work methods and that such persons are informed of the hazardous consequences of non-adherence to the

Contractor's proposals and to the specific Safety Clarification Advice issued by the Traction Power Engineer.

- (i) When a Recipient has been issued a Safety Clarification Advice the Recipient shall notify the ECO at the start and finish of any work performed under the Safety Clarification Advice each time that work is performed under the Safety Clarification Advice.

### **3.10 Working on and near low voltage installations and equipment**

- (a) The Contractor shall comply with the requirements of:
  - (i) MD-16-696 Electrical Low Voltage Infrastructure System Part 6 – Work on or near Low Voltage Installations; and
  - (ii) MD-16-697 Network – Isolation of low voltage electrical energy, unless expressly agreed by Queensland Rail.
- (b) If an alternative electrical safe system of work is recommended by the Contractor and deemed acceptable by Queensland Rail then an agreed Isolation and lock out protocol shall be documented for Sites connected to operational areas under the control of Queensland Rail. In such instances the limits of responsibility of all Persons in control of electrical equipment shall be agreed, documented and maintained to cover relevant Work.
- (c) Electrical installations handed over to Queensland Rail shall be capable to support the requirements of the Queensland Rail electrical safety management systems.

### **3.11 Electrical licences**

- (a) Where electrical work is required, the Contractor shall ensure:
  - (i) The Contractor and /or their nominated sub-Contractors hold valid Electrical Contractors Licences;
  - (ii) that all electrical work is performed by a licenced electrical worker employed by a relevant electrical Contractor licence holder; and
  - (iii) adequate supervision of electrical apprentices considering state regulator guidelines.

### **3.12 QTP role and certification prior to hand over of works**

- (a) Where electrical work is required, the Contractor shall ensure electrical Contractors or subcontractors nominate qualified technical persons under relevant electrical contracting licences to supervise and assure the safety of all electrical works.
- (b) Qualified technical persons shall review and endorse all hand over certificates of electrical test and safety required by legislation and the SEMS.
- (c) Certificates of electrical test and safety shall reference and or include objective evidence of electrical safety verification including photographic evidence and measurements as required (e.g. depth of conduits and pits installed, fault loop impedance measurements).

### **3.13 Nomination of PCEE (Person in control of electrical equipment) role**

- (a) The Contractor may be required by Queensland Rail to assume the role of PCEE (Person in control of electrical equipment).
- (b) The extent of responsibility of electrically interconnected PCEEs shall be agreed, documented and maintained to cover relevant stages of work including handover into maintenance and operation.
- (c) PCEE accountabilities shall include:
  - (i) Management of electrical site safety (including lock out protocols and energisation plans);
  - (ii) Management of quality assurance for electrical installations (and equipment) including the development and updating of test plans, hold points, and documentation and management of defects list;

- (iii) Verification of electrical competency and licencing for all subcontractors and workers;
- (iv) Verification of qualified technical persons licencing for all subcontractors;
- (v) Management of as built records and mark ups;
- (vi) Notification of electrical (low voltage) incidents to any relevant Authority and Queensland Rail.

## 4. Environment and Sustainability

### 4.1 Queensland Rail's Environmental Objective

- (a) Works under the Contract must be undertaken so that impacts on the environment are avoided or minimised and to ensure regulatory compliance. The overarching objective is that no unauthorised environmental harm occurs as a result of activities conducted at Queensland Rail Sites and that where practicable environmentally sustainable/efficient practices are applied and implemented.

### 4.2 General Requirements

- (a) The Contractor will be responsible for obtaining and complying with all necessary environment related permits and Approvals from the relevant authorities, unless otherwise agreed with Queensland Rail.
- (b) The Contractor will ensure that in carrying out the Works it does not cause any Incident or cause or contribute to any Contamination, either of the Site or elsewhere. The Contractor must comply with any notices, orders or communications from any Authority for the protection of the Environment and is required to immediately inform the Superintendent of such.
- (c) Where applicable, the Contractor shall undertake a documented design review to confirm the integration of environmental regulatory requirements and other obligations.

### 4.3 Noise, Vibration and Dust

- (a) Wherever safe to do so and subject to the Contract, the Contractor must confine the Works to 'standard day-time working hours'. These are 06:30 - 18:30 hours on a Business Day or a Saturday.
- (b) If approved by Queensland Rail, some Works must be undertaken outside of standard day-time working hours.
- (c) The Contractor must minimise the impact of noise emissions and vibrations associated with maintenance and construction activities including on Noise-Sensitive Places by:
  - (i) obtaining the prior Approval of the Queensland Rail Representative;
  - (ii) identifying and considering noise minimisation opportunities during Works planning;
  - (iii) implementing and maintaining appropriate noise management controls during Works delivery (including for example a night work noise management plan); and
  - (iv) ensuring Works occur only after Queensland Rail has undertaken community notification or Queensland Rail is satisfied that adequate community notification has been undertaken.
- (d) The Contractor shall at all times take reasonable and practicable measures to assist in minimising noise associated with the Works, including minimising noise impacts at nearby Noise-Sensitive Places.
- (e) All blasting Works carried out by the Contractor shall be carried out in accordance with current Australian Standards.

- (f) The Contractor must minimise the potential impacts from dust generation where practicable. This may include planning Works to maximise distance from sensitive receivers such as residences, minimising soil disturbance, covering exposed surfaces (including stockpiles), using dust suppression techniques, amending work methods (or ceasing work) during a period of high winds in the direction of residential properties and major road works.

#### **4.4 Air Pollution**

- (a) The Contractor shall ensure that all Works undertaken on Site are designed and conducted such that they do not result in air quality impacts that cause environmental harm or nuisance.
- (b) The Contractor shall obtain the approval of the Superintendent and any Authority prior to burning off any materials.

#### **4.5 Water Pollution and Soil Conservation**

- (a) The Contractor shall prevent the pollution of stormwater, waterways, and water bodies caused by activities associated with the Works.
- (b) The Contractor shall take all measures, including the installation of appropriate erosion and sediment controls, to prevent and minimise erosion and sedimentation from any lands used or occupied by the Contractor for the purpose of carrying out the Works.
- (c) The Contractor shall take all precautions to prevent or minimise the discharge of water containing pollutants. The Contractor shall construct, maintain and operate suitable controls that may be necessary to prevent such discharge.

#### **4.6 Preservation of Flora and Fauna**

- (a) The Contractor shall not indiscriminately clear land, fell trees or interfere with natural waterways.
- (b) The Contractor shall ensure that all trees and other vegetation which does not need to be removed, destroyed or damaged, or which are specified to be retained, or which are beyond the limits allowed to the Contractor, shall be adequately protected from damage.
- (c) The Contractor shall rehabilitate any areas that have been disturbed or cleared by the Contractor, including those areas cleared for the purpose of gaining temporary access to the Site, unless otherwise approved by the Superintendent.
- (d) The Contractor shall take such measures as may be necessary to prevent the Contractor's Personnel from hunting, disturbing, capturing or destroying protected native animals and birds or illegally taking fish from any water or removal of flora or fauna from areas adjacent to the Works.

#### **4.7 Site Cleaning and Waste Management**

- (a) The Contractor must keep the Site clean and tidy and regularly remove rubbish and surplus material.
- (b) Unless otherwise stated in the Contract or agreed with Queensland Rail, the Contractor is responsible for removing all waste created by the Contractor's Personnel.
- (c) If the Contractor is allocated laydown areas, the Contractor must maintain such areas to ensure safe access and so that they do not create a fire, vermin or weed problem or any other hazard.
- (d) The Contractor must not burn anything on the Site or spray any chemicals to control vegetation unless approved in writing by Queensland Rail.
- (e) All materials and wastes must be stored securely within the boundaries of the nominated Queensland Rail Site.
- (f) Regulated waste, hazardous waste or waste which is considered dangerous goods must be managed and disposed of or removed in accordance with all Law and Queensland Rail's requirements.

- (g) All regulated waste generated through the Works must be transported and disposed of by licensed waste transport/disposal operators and records maintained as required under the *Environmental Protection Regulation 2008* (Qld).
- (h) The Contractor must endeavour to minimise waste and where practicable, maximise landfill diversion through effective recycling and re-use. All waste management and recycling must comply with the intent of Queensland Rail's Site-specific procedures, where applicable.

#### **4.8 Contamination**

- (a) All Contamination caused by the Contractor shall be cleaned up by the Contractor at the Contractor's cost in accordance with Good Environmental Practice and as directed by the Superintendent.
- (b) The Contractor shall manage actual or potential Contamination in accordance with Good Environmental Practice, including to take any necessary actions relating to land listed on the Environmental Management Register based on current or past use.
- (c) The Contractor shall not remove any material off site that has been, or is likely to have been, contaminated without first testing the material for contaminants and, if required, obtaining any necessary environment related Government Consent from the relevant Authorities. The Contractor shall only dispose of contaminated material to a licensed landfill or as otherwise approved under an Environmental Requirement.
- (d) In the event the Contractor discovers contaminated soil or material at the Site, the Contractor shall immediately advise the Superintendent and manage the contaminated soil or material in accordance with Good Environmental Practice.

#### **4.9 Imported Soil and Material**

- (a) The Contractor shall ensure that any imported soil or material is clean and free of hazardous Contamination, unless its use is otherwise approved by the Superintendent. Imported material or soils must also be clean of weeds and pests (biosecurity matters) and the Contractor shall provide written proof that the imported material is free of Contamination.

#### **4.10 Hazardous Materials**

- (a) The Contractor must handle, store and manage all chemicals and fuels, including hazardous substances and materials in accordance with regulatory requirements to ensure protection of the environment and safety.
- (b) Prior to bringing any substance or material on to the Site the Contractor must submit a list identifying all substances / materials to be used on Site and identify all hazardous, dangerous, corrosive, radioactive, toxic or flammable materials for Approval by Queensland Rail. The list must be accompanied by a copy of the product label or a description of the composition of the substances / materials together with a complete Safety Data Sheet (**SDS**) for each item. All SDS forms must be submitted in accordance with the WHS Laws.
- (c) The Contractor must ensure that any member of the Contractor's Personnel who will be working with (or has the potential to be exposed to) explosives, or hazardous, dangerous, corrosive, radioactive, toxic or flammable materials are properly trained and Competent in the safe and correct use of such materials and are aware of associated dangers or risks to the environment. The Contractor must ensure that all such persons are provided with, and use, protective clothing and associated safety equipment appropriate for the specific risks.
- (d) Only authorised persons are to undertake work that involves disturbing asbestos materials. Each Site has an asbestos register which contains the location of known asbestos. The Contractor must consult with Queensland Rail if they are planning to disturb materials such as wall sheeting which may contain asbestos or undertaking any excavations which may disturb asbestos which may be present in the ground.

#### 4.11 Biosecurity Risk Management

The *Queensland Biosecurity Act 2014* and the *Biosecurity Regulation 2016* identify requirements regarding restricted matters and establishes the general biosecurity obligation. The Contractor must ensure they understand and take reasonable steps to manage the relevant biosecurity risks applicable to the Works. This may include measures to minimise or prevent the spread of pests and weeds. The Contractor must adhere to any requirements in place to manage biosecurity matters, including but not limited to adherence to any movement restrictions in place.

#### 4.12 The South East Queensland – Fire Ants

- (a) Many suburbs of South East Queensland fall within a Fire Ant Biosecurity Zone and requirements to prevent the spread of fire ants apply. Strict controls apply to the movement and storage of potential fire ant carriers, such as but not limited to soil, mulch, timber or ballast.
- (b) As a minimum, the Contractor must:
  - (i) comply with the requirements set out in the Biosecurity Regulation when moving or storing fire ant carriers from within a Fire Ant Biosecurity Zone, including undertaking inspections by suitably trained persons, prior to disturbance;
  - (ii) where necessary, obtain a biosecurity instrument permit for moving or storing the fire ant carriers from within a Fire Ant Biosecurity Zone;
  - (iii) remain vigilant for the presence of fire ants and reporting any possible sightings to the Queensland Rail Representative and Biosecurity Queensland.

#### 4.13 North Queensland - Wet Tropics World Heritage Area

- (a) Portions of Rail Corridor are within the Wet Tropics Management Area, specifically:
  - (i) North Coast Line – Ingham to Cardwell
    - (A) 1,472 km to 1,475.590 km (Sunday Creek to Waterfall Creek); and
    - (B) 1,476.750 to 1,484 km (Scrubby Creek to Boulder Creek).;
  - (ii) Redlynch to Kuranda
    - (A) 18.4 km to 32.6 km.
- (b) Queensland Rail holds a Wet Tropics Management Authority (**WTMA**) permit to carry out maintenance works on the Rail Corridor and the assets within the Wet Tropics World Heritage Area. If the Contractor is engaged to undertake maintenance Works in these areas, the Contractor must comply with all WTMA permit conditions, including completing the Wet Tropics Management Authority approved training package and adherence to the applicable Queensland Rail Environmental Management Plan. If proposed Works are not maintenance activities, additional permits may be required. Unless agreed otherwise with Queensland Rail, the Contractor is responsible for obtaining those additional permits.

## 5. Aboriginal Cultural Heritage

### 5.1 Cultural Heritage Agreement

If there is a Cultural Heritage Agreement that applies to the Site, Queensland Rail must provide a copy of the relevant Cultural Heritage Agreement to the Contractor before commencement of the Works.

### 5.2 Compliance with Cultural Heritage Agreement

- (a) The Contractor will ensure it and the Contractor's Personnel comply with any Cultural Heritage Agreement.
- (b) For the avoidance of doubt, in circumstances where a Cultural Heritage Agreement requires monitoring or a cultural heritage representative to be present for any Works involving Surface Disturbance, those Works must not be carried out unless the monitor or

cultural heritage representative is present in accordance with the Cultural Heritage Agreement.

### 5.3 Duty of Care Guidelines

In circumstances where no Cultural Heritage Agreement has been provided the Contractor must:

- (a) notify the Superintendent that it intends to act in accordance with the Duty of Care Guidelines in carrying out the Works; and
- (b) act in accordance with the Duty of Care Guidelines in carrying out the Works.

### 5.4 Discovery of Cultural Heritage

In all cases, if there is an unexpected discovery of Aboriginal Cultural Heritage during the course of carrying out the Works, the Contractor must follow the following management procedure:

- (a) **FIND:** Aboriginal Cultural Heritage or an object or area likely to be Aboriginal Cultural Heritage is found.
- (b) **STOP:** All Works in the immediate vicinity of the Aboriginal Cultural Heritage or likely Aboriginal Cultural Heritage will cease. The Aboriginal Cultural Heritage will not be removed or disturbed.
- (c) **NOTIFY:** The Contractor will immediately notify the Superintendent.
- (d) **MANAGE:** Queensland Rail will determine the steps required to appropriately manage the Aboriginal Cultural Heritage including in accordance with any applicable Cultural Heritage Agreement. The Contractor must follow and must ensure that its employees, including sub-Contractors, follow any instructions or directions given by Queensland Rail about management of the Aboriginal Cultural Heritage.

### 5.5 Notices

The Contractor will notify the Superintendent as soon as practicable of any:

- (a) non-compliance with any of the following, as applicable:
  - (i) the terms of an applicable Cultural Heritage Agreement; or
  - (ii) the Duty of Care Guidelines; or
- (b) harm to Aboriginal Cultural Heritage.

## 6. Handover of management and control of the Site

- (a) On each occasion that management and control of any part of the Site (**Transferring PC Site**) is handed from one Principal Contractor (**Vacating Principal Contractor**) to the other Principal Contractor (**Incoming Principal Contractor**) the Contractor must undertake a formal site handover process.
- (b) The formal site handover process must include the following steps:
  - (i) attendance at transition or handover meetings, as directed by Queensland Rail;
  - (ii) the Vacating Principal Contractor must ensure that either:
    - (A) all its personnel have left the Transferring PC Site prior to the handover time; or
    - (B) the Incoming Principal Contractor is aware of and has consented to the Vacating Principal Contractor's personnel remaining at the Transferring PC Site, and those personnel are aware of the handover to the Incoming Principal Contractor;

- (iii) at the handover time, the Vacating Principal Contractor must provide a certificate (**PC Handover Certificate**) signed by its representative to the incoming Principal Contractor which sets out:
  - (A) the names of the Vacating and Incoming Principal Contractors and their representatives;
  - (B) the area of the Transferring PC Site;
  - (C) the date and time of the handover of management and control of the Transferring PC Site;
  - (D) details of work processes, Site hazard and risk information and any other information necessary for the Incoming Principal Contractor and Queensland Rail to discharge their obligations under the WHS Laws including induction material, safe work method statements, a risk register and the WHS Management Plan;
- (iv) after receiving the PC Handover Certificate, the Incoming Principal Contractor must:
  - (A) clarify any issues which may affect the safety on the Transferring Site with the Vacating Principal Contractor; and
  - (B) sign the PC Handover Certificate;
- (v) the Vacating Principal Contractor must provide a copy of the PC Handover Certificate signed by both the Vacating and Incoming Principal Contractors to Queensland Rail as soon as practicable after the handover and also retain a copy of the PC Handover Certificate in its records; and
- (vi) the incoming Principal Contractor must change any signage at the boundaries of the Transferring Site to identify and delineate the area for which they have management and control as soon as practicable after the handover.

## 7. Queensland Rail documents

### 7.1 Queensland Rail's Corporate Policies

Contractor must comply, and ensure that the Contractor's Personnel comply, with the following of Queensland Rail's policies available from the 'Our policies' page on Queensland Rail's website (<https://www.queenslandrail.com.au/aboutus/rti/our-policies>) or from Queensland Rail on request, as amended from time to time and as relevant to the Work:

- (a) Code of Conduct;
- (b) Conflicts of Interest;
- (c) Gifts, Benefits and Entertainment;
- (d) Public Interest Disclosure and Whistleblowing;
- (e) Trading in Securities.

### 7.2 Other Queensland Rail documents

The Contractor must comply, and ensure the Contractor's Personnel comply, with the SEMS including those listed below and listed elsewhere in these Site Work Conditions:

Refer to Attachment 1 for additional policies

Access details:

- <https://www.queenslandrail.com.au/forbusiness/Contractors>
- (<http://queenslandrail.sharepoint.com/partners>)

Access to the third party safety portal can be arranged through the Superintendent.

APPENDIX

Communication Table

**Queensland Rail**

Description	Contact Details
Network Control for ALL RAIL or LIFE THREATENING EMERGENCIES	1800 079 303
To report damage to electrification infrastructure and incidents (non-life threatening)	(07) 3235 1212 or (07) 3235 1313
Queensland Rail Representative	
Environment Hotline	(07) 3072 5700
Site Security	
Site Reception	
ECO	

**Contractor**

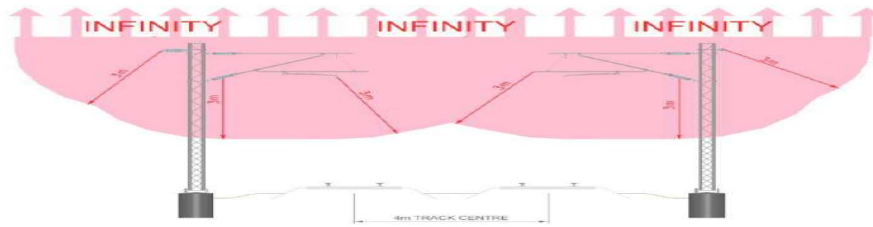
Description	Contact Details
Contractor Representative	
Safety Representative	
Environmental Representative	
Company Senior Manager	

## DEFINITIONS

Unless the context otherwise requires, the following terms have the meanings set out below:

- (a) **Aboriginal Cultural Heritage** has the meaning given to that term under the *Aboriginal Cultural Heritage Act 2003* (Qld).
- (b) **Aboriginal Cultural Heritage Duty of Care** has the meaning given to that term under the *Aboriginal Cultural Heritage Act 2003* (Qld).
- (c) **Approval** means any permit, consent, authorisation, registration, filing, lodgement, certificate, endorsement, permission, licence (including process licences), approval, authority or exemption by, or with, an Authority and including any condition or requirement imposed under any of those things.
- (d) **Authority** means any of the following:
  - (i) government department;
  - (ii) local government;
  - (iii) governmental or statutory authority; or
  - (iv) any other person which under a Law has a right to impose a requirement or whose consent is required in relation to the Works.
- (e) **Business Day** means a Saturday, Sunday or public holiday in Queensland, Australia, or the location of the relevant Site.
- (f) **Competent** means the achievement and maintenance of an appropriate standard of knowledge and skills to safely and proficiently perform a role, skill or task. This may be achieved via refresher training or competency assessment.
- (g) **Competent Worker** means a worker certified as competent to carry out the relevant task.
- (h) **Concurrent Contractors** means contractors retained directly by Queensland Rail to perform work at the Site (other than the Contractor), or otherwise authorised by Queensland Rail to perform work at the Site.
- (i) **Contamination** means the presence in, on or under land, air or water of any substance at a concentration above that at which the substance is normally present in the same locality, that presents or has the potential to present a risk of environmental harm or a breach of an Environmental Law.
- (j) **Contract** means the agreement between Queensland Rail (and/or the State) and the Contractor for the Works.
- (k) **Contractor** means the party providing the Works as listed in the relevant Contract.
- (l) **Contractor's Personnel** means the Contractor's employees, workers, agents, authorised representatives, directors, officers and subcontractors, and any other person for whom the Contractor is responsible, and employees, workers, agents, authorised representatives, directors, officers and contractors of the subcontractors.
- (m) **Contractor Representative** means the person appointed by the Contractor to fulfil that role.
- (n) **Contractor Safety, Environment and Aboriginal Cultural Heritage Representative** means the person appointed by the Contractor to fulfil that role.
- (o) **Cultural Heritage Agreement** means an agreement contemplated in section 23(3) *Aboriginal Cultural Heritage Act 2003* (Qld) and includes an approved cultural heritage management plan, a cultural heritage management agreement, and a native title agreement that applies to Aboriginal Cultural Heritage.
- (p) **Danger Zone** means all space within 3.0 metres horizontally from the nearest rail and any distance above or below this space unless a Safe Place exists or can be created.
- (q) **Duty of Care Guidelines** means the duty of care guidelines published by the Department of Aboriginal and Torres Strait Islander Partnerships.

- (r) **Electrical Exclusion Zone** means the zone within the limit of 3.0 metres from electrical apparatus as shown below.



- (s) **Electrical Section** (or Electrical Subsection, which is a part of an Electrical Section) means a length of Overhead Line Equipment which extends from feeder station to track sectioning cabin, or from track sectioning cabin to track sectioning cabin, or to the end of the line, which can be Isolated from all other lines.
- (t) **Electrified Territory** means those parts of the railway network which have an overhead electrical traction system in place, including stabling yards and other railway facilities.
- (u) **Environmental Law** includes all environment related Law, directions or notices, as relevant and applicable to the Work and includes:
- (i) *Environmental Protection Act 1994* (Qld) and any associated regulations;
  - (ii) *Planning Act 2016* (Qld) and any associated regulations;
  - (iii) *Nature Conservation Act 1992* (Qld) and any associated regulations;
  - (iv) *Environment Protection and Biodiversity Conservation Act 1999* (Cth); and
  - (v) *National Greenhouse and Energy Reporting Act 2007* (Cth).
- (v) **Environmental Management Plan** means the Contractor's documented plan or plans to achieve compliance with the Environmental Requirements and which includes:
- (i) an assessment of environmental aspects and impacts that apply to the work under the Contract and strategies and measures to eliminate or minimise those impacts; and
  - (ii) other such details as required by Queensland Rail.
- (w) **Environmental Management Register** means Queensland Rail's environmental management register.
- (x) **Environmental Requirements** means:
- (i) the Environmental Law;
  - (ii) the Environmental Management Plan; and
  - (iii) Queensland Rail's requirements as advised to the Contractor.
- (y) **Exclusion zone** has the meaning set out in the ES Act.
- (z) **Good Environmental Practice** means the implementation of all of those measures for:
- (i) the protection of the environment; and
  - (ii) meeting all requirements under the Environmental Laws,
- which would reasonably be expected from a competent, experienced and qualified person carrying out the Work.
- (aa) **High Risk Construction Work** has the meaning set out in the WHS Legislation.
- (bb) **Incident** means any event that is required to be notified to any Authority under WHS Laws or Environmental Law, or that otherwise had the potential to cause (but did not cause) an event of that kind.
- (cc) **Isolated** means disconnected from all possible sources of energy by means that prevent unintentional energisation of the Electrical Apparatus and that are assessed as a suitable step in the process of making safe for access purposes.

- (dd) **Isolation** means the action or arrangement whereby an Electrical Section of the Overhead Line Equipment is Isolated from all possible sources of electricity supply and earthed so that the equipment is no longer energised with electricity at the Site.
- (ee) **Job Safety & Environment Analysis or JSEA** means a form of risk assessment which details step by step how a task is to be carried out safely.
- (ff) **Law** means:
  - (i) Commonwealth and State legislation including regulations, by laws or other subordinate legislation;
  - (ii) Common law and equity;
  - (iii) Requirements of Authorities and Approvals; and
  - (iv) Guidelines of the Commonwealth, State and local governments and Authorities with which the Contractor is legally required to comply.
- (gg) **Lookout** means a Competent Worker responsible for keeping watch for approaching rail traffic and workers ensuring that workers and/or equipment are moved to a safe place prior to the arrival of rail traffic.
- (hh) **National Standard** means the 2017 National Standard for Health Assessment of Rail Safety Workers, published by the National Transport Commission.
- (ii) **Network Lockout** means the procedure so described by Queensland Rail in its SEMS.
- (jj) **Noise-Sensitive Places** means any residential dwelling, educational or medical facility (i.e. libraries, childcare facilities, hospitals and schools).
- (kk) **Nominated Person** means a worker who is a qualified Electrical Tradesperson, Electrical Linesperson, Electrical Technical Officer or Electrical Engineer, and who has been appointed in writing by Queensland Rail to issue and cancel Permits to Work.
- (ll) **Operating Railway** means the existing railway which is in operation and includes but is not limited to fixed structures, installations, buildings and the like, as well as rollingstock and other equipment operating on the track.
- (mm) **Operating Track** means a railway track over which rail traffic may be operating.
- (nn) **Overhead Line Equipment** means the structures and overhead equipment necessary for the traction power supply for electric rollingstock.
- (oo) **Permit to Work** known as a Form C - "Permit to Work on or near to Overhead Line Equipment". This permit is issued subsequent to the equipment being Isolated and earthed.
- (pp) **Principal Contractor** has the meaning under the WHS Legislation.
- (qq) **Protection Officer** means the Competent Worker responsible for managing the rail safety component of Site protection.
- (rr) **Protection Officers Supervisor** means the person that oversees the work of the Protection Officer/s.
- (ss) **Queensland Rail** means Queensland Rail Limited and Queensland Rail Transport Authority, as applicable.
- (tt) **Queensland Rail Representative** has the same meaning as given in the Contract or the person notified to the Contractor by Queensland Rail in writing from time to time.
- (uu) **Rail Corridor** means that land on which a railway is built, comprising all property between property fences or where there are no fences 10 metres from the outside rail of the outside track.
- (vv) **Rail Industry Worker Card or RIW Card** means the Rail Industry Worker Card issued to workers registered with the Rail Industry Worker Program.
- (ww) **Rail Industry Worker Program or RIW Program** means the national competency management program operated by the Australasian Railway Association.

- (xx) **Rail Safety National Law** means the *Rail Safety National Law (Queensland)* and any associated regulations.
- (yy) **Rail Safety Work** has the meaning set out in section 8 of the Rail Safety National Law.
- (zz) **Rail Safety Worker** has the meaning given in Rail Safety National Law.
- (aaa) **Railway Operations** has the meaning given in the Rail Safety National Law.
- (bbb) **Recipient** means a person who has the competence and responsibility to supervise the electrical safety aspects of the work and has been appointed to take charge of a specific Site in Electrified Territory. The Recipient shall be given overriding electrical safety responsibility for activities within the Site. The Recipient shall remain on site and in charge of the Site at all times for the duration of the approved work activity.
- (ccc) **Safety Clarification Advice (SCA)** means written advice provided to a Recipient on how to safely carry out work that has the potential to come within the 3m exclusion zone of the live electric traction system.
- (ddd) **Safety Requirements** means:
  - (i) the WHS Laws; and
  - (ii) the SEMS.
  - (iii) Queensland Rail's requirements as advised to the Contractor
- (eee) **SEMS** means the Queensland Rail Safety and Environmental Management System, including the safety management system pursuant to the Rail Safety National Law, as amended by Queensland Rail from time to time.
- (fff) **Site** means each separate location where part of the Work is to be carried out.
- (ggg) **Site Work Conditions** means this document, as amended by Queensland Rail from time to time.
- (hhh) **Superintendent** means the person so named in the Contract or a replacement for that person notified in writing by Queensland Rail.
- (iii) **Surface Disturbance** means any disturbance of an area which causes a lasting impact to the land or waters during the activity or after the activity has ceased.
- (jjj) **SWMS or Safe Work Method Statements** means the documents prepared by the Contractor in relation to the performance of the Works, including in relation to High Risk Construction Work under the WHS Legislation.
- (kkk) **Temporary Speed Restriction** means an imposed reduction of the normal speed for a portion of the track.
- (lll) **Track Possession** means a planned closure of the Operating Railway to perform scheduled maintenance activity or construction of Works.
- (mmm) **Traction Power Engineer** means the person for the time being holding the position or performing the duties of the office or a representative of that person.
- (nnn) **WHS Laws** means all safety related Law, directions on safety or notices, as relevant and applicable to the Work and includes:
  - (i) Rail Safety National Law;
  - (ii) WHS Legislation;
  - (iii) *Electrical Safety Act 2002 (Qld) (ES Act)*;
  - (iv) *Electrical Safety Regulation 2013 (Qld) (ES Regulation)*; and
  - (v) *Heavy Vehicle National Law Act 2012 (Qld) (HVNL Act)* and any associated regulations.
- (ooo) **WHS Legislation** means legislation relating to health and safety at work, including the:
  - (i) *Work Health and Safety Act 2011 (Qld)*; and
  - (ii) *Work Health and Safety Regulation 2011 (Qld)*.

- (ppp) **WHS Management Plan** has the meaning set out in the WHS Legislation.
- (qqq) **Work or Works** means the work or services provided by or goods supplied by the Contractor including all obligations, duties and responsibilities of the Contractor under the Contract and any incidental work that can be reasonably inferred as necessary or appropriate to complete the Works in accordance with the Contract.