

Department of Finance

Contractor Service Delivery Procedures

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PART A - INTRODUCTION

This document outlines the procedures and requirements to be observed by Contractors in the course of attending Premises and undertaking work. It also establishes the expectations of the Customer and Site Representative in this regard.

1. Contractor Service Charter

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

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

Contractors will ensure that services delivered are cost effective, timely, appropriate for the needs of the Site Representative and of a high qualitative standard.

As such, it is expected that that Contractors will adhere to the following:

- (a) comply with the requirements of the Customer Contract;
- (b) comply with all relevant legislative, regulatory and other legal requirements;
- (c) meet any relevant industry standards and codes of practice;
- (d) conduct business with professionalism, care, diligence and accountability;
- (e) behave in an ethical manner;
- (f) maintain a safe and healthy working environment; and
- (g) treat the Site Representative and any other persons with whom interaction is required in the course of undertaking work, with courtesy and respect.

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

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

2. Specific Courtesy and General Appearance Issues

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

neat and tidy personal appearance while ensuring appropriate dress standards that comply with safety requirements; and

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

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

- (a) intimidating, threatening or otherwise offensive behaviour;
- (b) swearing and the use of offensive and/or inappropriate language and gestures;
- (c) displaying offensive visual material such as books, magazines, cartoons, clothing and vehicle stickers;
- (d) ignoring the "No Smoking" policy;
- (e) defacing or damaging government Premises or the occupant's personal property;
- (f) operating radios or any playback music devices,
- (g) removing or destroying trees or shrubs unless approved by the Site Representative;
- (h) lighting a fire unless approved by the Site Representative;
- (i) bringing animals on Premises; and
- (j) possessing or being under the influence of alcohol or illicit drugs.

PART B - PROCEDURES FOR CONTRACTORS

1. Attendance at Premises

1.1 Arrival at the Premises

On arrival at the Premises the Contractor must:

- (a) park vehicles within a proper designated parking area;
- (b) seek out the Site Representative, identify themselves and advise the Site Representative of the purpose of their attendance on the Premises and identify the work;
- (c) seek the Site Representative's permission to enter the Premises;
- (d) sign in on any relevant logbooks or Premises register, including the Building Maintenance Logbook (refer section 3);
- (e) be aware of any requirements specific to the Premises (e.g. work health and safety requirements, fire safety procedures etc); and

1.2 Access Keys

The Contractor may be issued with keys to access the Premises. Any access keys issued to the Contractor must be kept secure and returned to the Site Representative prior to the Contractor leaving the Premises.

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

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

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

2. Access Requirements

2.1 Contractor must inform itself of Access Requirements

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

2.2 Access to Premises and Parking Arrangements

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

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

2.3 Restrictions on Access

The following restrictions apply for Schools and Police Premises; however, Contractors should note that individual Premises may have additional access requirements beyond that specified below.

a) Schools

- (i) The school principal or nominated representative has overall control of the Premises and the Contractor and Contractor Personnel must obey all directions from the school principal in relation to access to the Premises.
- (ii) Without limiting the above, all Contractor Personnel must declare themselves and sign in and out with school registrars whenever arriving at or leaving the Premises.
- (iii) Criminal Screening for Access to School Premises

The Department of Education policy requires that all persons working on occupied school Premises be screened for previous convictions for certain types of offences. The Contractor must screen all Contractor Personnel that attend Department of Education Premises for previous criminal convictions by ensuring that that such Contractor Personnel:

- (a) hold a National Police Certificate that is no more than two years old and obtained through a State or Commonwealth government agency and not a third party or commercial provider; and
- (b) complete the relevant Department of Education "Confidential Declaration" form for each Premises to be attended, a copy of which can be obtained from the school principal and the Department of Education website.

Access to Department of Education Premises will not be granted to any person whose National Police Certificate discloses criminal convictions that relate to:

- (a) crimes of a violent or sexual nature; or
- (b) dealing or trafficking in illegal drugs.

Other serious criminal convictions that result in a sentence of imprisonment may also disqualify access.

The Contractor must cooperate with the school principal to maintain effective control of access to school premises and the site.

(iv) Restriction on access to roof spaces in schools.

The Department of Education has now introduced an additional hazard management procedure. Contractors accessing roof spaces on school sites must check the Asbestos Register to determine whether the roof space has been identified as containing Asbestos Containing Dust (ACD). If the roof space has been identified as containing ACD, contractors must seek explicit approval from the Principal or the Manager Corporate Services prior to accessing the roof space.

b) Police Premises

In addition to the requirements of the General Conditions, at Premises that are occupied by the Western Australian Police Service (WA Police), the Contractor must:

- (i) provide a list of all Contractor or Contractor Personnel that will be attending the WA Police Premises and provide all police clearances the Contractor Personnel require under the Customer Contract and by WA Police;
- (ii) comply with any other requirements regarding access or security imposed by WA Police in relation to the work (including integrity checks, and/or any other clearance requirements); and
- (iii) not allow onto the Premises any Contractor or Contractor Personnel that has either not been approved to access the Premises by WA Police or has been refused access to the Premises by WA Police.

2.4 Induction Training Required by Agencies

The Contractor (and where required all Contractor Personnel) must complete at their expense any induction training designated by a department, authority or agency as mandatory for all Contractors and Contractor Personnel before being permitted to carry out work at any of their respective Premises. The Contractor acknowledges that failure to ensure that it and Contractor Personnel have completed all training at any given time may result in the Contractor or Contractor Personnel being refused entry to a Premises and as a consequence be unable to complete the work the subject of an Order, which shall be considered an Event of Default of the Customer Contract.

3. Asbestos

3.1 Building Maintenance Logbook / Site Register

Prior to commencing work at a Premises the Contractor must check and complete any required information in the Building Maintenance Logbook and any Premises register maintained on Premises, recording the name of Contractor Personnel, times arriving and departing the Premises, Order number, description of work and any other information required.

3.2 Asbestos Related Work

Contractors are required to comply with the *Work Health and Safety Act 2020* and the *Work Health and Safety (General) Regulations 2022*, including compliance with the following codes of practice, when engaged by Finance to undertake asbestos-related work on Government buildings. These codes of practice are:

- (i) Code of Practice How How to manage and control asbestos in the workplace
- (ii) Code of Practice How to safely remove asbestos
- (a) Before starting work at a Premises, the Contractor (Contractor Personnel or Subcontractors) must:
 - examine the ACM Register for the Premises and acknowledge that it has been read and understood by completing the required information in the Building Maintenance Logbook or other attendance register maintained at the Premises;

Note: that the asbestos register is a guide only and does not preclude the need to do a physical check of the work area.

- (ii) inspect the work area for the presence of any ACM before proceeding with the works:
- (iii) determine whether ACM is likely to be disturbed during the work and if so, notify the Site Representative; and
- (b) determine if the work requires an Unrestricted Asbestos Removal Licence or Restricted Asbestos Removal Licence. <u>Asbestos licences | Department of Energy, Mines, Industry Regulation and Safety (commerce.wa.gov.au)</u>
- (c) Where the Contractor identifies or suspects the presence of any ACM after work has started, the Contractor must immediately stop work and notify the Site Representative and the Finance representative.
- (d) Any ACM-related work must be undertaken at a time which removes or limits exposure to building occupants and the general public, and which is mutually agreeable with the Site Representative.

Note: All asbestos-related work at schools must be undertaken at a time when no staff or students are at the Premises.

- (e) The Site Representative is to be kept informed of progress and when work is scheduled to be completed.
- (f) The Premises is to be decontaminated and left in a clean, tidy and presentable state to the satisfaction of the Site Representative.
- (g) On completion of the work, the Contractor must provide adequate information and documentation about the ACM remediation to enable the Site Representative to meet obligations to revise the ACM Register.

(h) Where required, a clearance certificate must be issued by a competent person, who is independent of the person responsible for the ACM removal work.

4. General Workplace Health and Safety Compliance

4.1 Workplace Health and Safety Compliance

The Contractor is deemed to have control of the Premises and work area for the purposes of executing the work under the Customer Contract. Accordingly, the Contractor is responsible for ensuring that, wherever practicable, its employees and all other persons entering and moving about the Premises and work area, for whatever purpose, are not exposed to any hazards.

4.2 Work Health and Safety Act and Regulations

The Contractor is deemed to be in control of all matters related to the execution of the work under the Customer Contract and accordingly is responsible for all such matters under the Act and regulations.

4.3 Material Safety Data Sheets

The Contractor must provide to the Customer a copy of all manufacturer or supplier Material Safety Data Sheets and keep them available at the Premises for all hazardous substances used in connection with the work. The Contractor must ensure that these are provided by all relevant manufacturers and suppliers in a form consistent with the National Code of Practice for the Preparation of Material Safety Data Sheets 2nd Edition[NOHSC: 2011 (2003)].

4.4 Safe Work Method Statements

- (a) Where the work comprises in whole or in part of any work on the Premises which is high risk work, the Contractor shall ensure that a person having dayto-day, on site control of the high-risk work at the Premises gives the Contractor a written Safe Work Method Statement ("Statement") before the high risk work commences. The Contractor shall ensure that the Statement is kept up to date. For the purposes of this clause, high risk work includes but is not limited to one or more of the following:
 - (i) work involving a risk of a person falling 2 meters or more;
 - (ii) work on telecommunications towers;
 - (iii) the demolition of any existing structure;
 - (iv) disturbing or removing asbestos;
 - the alteration to a structure that requires the structure to be temporarily supported to prevent its collapse;
 - (vi) work within a confined space;

- (vii) the excavation to a depth of more than 1.5 meters;
- (viii) the construction of tunnels;
- (ix) the use of explosives;
- (x) work on or near pressurised gas pipes (including distribution mains);
- (xi) work on or near chemical, fuel or refrigerant lines;
- (xii) work on or near energised electrical installations and lines (whether overhead or underground);
- (xiii) work in an area that may have a contaminated or flammable atmosphere;
- (xiv) work involving tilt-up or precast concrete;
- (xv) work on or adjacent to roads or railways that are in use;
- (xvi) work on a construction site where there is movement of powered mobile plant;
- (xvii) work requiring traffic control;
- (xviii) work in an area where there are artificial extremes of temperature;
- (xix) work in, over or adjacent to water or other liquids if there is a risk of drowning; or
- (xx) work involving diving.
- (b) The Contractor shall ensure that a Statement will cover all high-risk work done at the Premises, and that the work is carried out in accordance with the Statement. Where work is carried out other than in accordance with the Statement, the Contractor shall ensure that the work ceases (when it is safe to do so) and does not resume until the Statement is complied with.
- (c) The Contractor shall ensure that the Statement shall be kept up to date and describe:
 - (i) each high-risk work activity that is or includes a hazard to which a person at the Premises is likely to be exposed;
 - (ii) the risk of injury or harm to a person resulting from any such hazards;
 - (iii) the safety measures to be implemented to reduce the risk, including the control measures to be applied to the activity or hazards;
 - (iv) a description of the equipment used in the work activity; and
 - (v) the qualifications and training (if any) required for persons doing the work to do it safely.

4.5 Job Safety Analysis

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

4.6 Safety Equipment

The Contractor and Contractor Personnel must supply appropriate safety equipment and personal protection equipment at the Contractor's sole cost.

5. Works Specific Health and Safety Requirements

The following requirements in this Section 5 apply only if the Goods, Services or Works being provided, would be considered building work under the *Building Act* 2011.

5.1 Work Health and Safety Information

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

5.2 Safety Management Plan

- (a) When requested, the Contractor shall prepare and implement a Safety Management Plan in conjunction with a competent person suitably experienced and qualified in safety matters.
- (b) The Safety Management Plan shall be maintained, and where necessary updated, throughout the Customer Contract.
- (c) The Safety Management Plan shall be appropriate to the risks associated with the Work under the Customer Contract and shall contain provision for, but not be limited to, the following elements:

- (i) all elements necessary to comply with the Contractor's obligations under the Work Health and Safety Act 2020 and its subsidiary regulations.
- (ii) work health and safety induction for new employees;
- (iii) listing of competencies required for specialist work (eg. rigger, scaffolder);
- (iv) the arrangements for managing work health and safety incidents on the Premises, including accident/incident reporting and investigation;
- (v) the safety rules at the Premises and description of the arrangements for ensuring that all persons working at or visiting the Premises are informed of the rules;
- (vi) hazard identification, risk assessment and risk control including routine inspection processes;
- (vii) plant/equipment inspection processes;
- (viii) pre-job planning, procedural issues and JSA's (Job Safety Analyses, also known as Safe Work Method Statements). Within the Safety Management Plan, particular attention is to be given to identifying hazardous activities including, but not limited to, work in confined spaces, asbestos removal, demolition work, excavation work, working near power lines and live conductors and working at heights;
- (ix) emergency response and evacuation procedures;
- (x) methods of communicating and consulting with employees and transmitting new work procedures to employees;
- (xi) hazardous substances exposure management;
- (xii) Premises security;
- (xiii) purchasing/hiring controls (to avoid unknowingly bringing hazards onto the Premises):
- (xiv)quantitative performance measures (application to be determined by contract size and duration); and
- (xv) any other matters that the Customer or Superintendent may direct from time to time.
- (d) Each element of the Safety Management Plan shall specifically address:
 - (i) the person on the Premises who shall take responsibility for the successful implementation of each element;
 - (ii) the hierarchical structure by which the responsibility is performed; and
 - (iii) the specific manner by which the element is performed.
- (e) The Contractor shall prepare the Safety Management Plan in conjunction with a competent person suitably experienced and qualified in safety matters. The Customer may direct that the Contractor prepare the Safety Management Plan in conjunction with a consultant.

- (f) Prior to the commencement of the Works, the Contractor shall certify to the Customer or Superintendent that its Safety Management Plan:
 - (i) has been prepared;
 - (ii) has been provided to each person doing construction work at the Premises (where this is practical) or is otherwise available for inspection on the Premises; and
 - (iii) has been implemented on Premises.

5.3 Work Health and SafetyTraining

- (a) The Contractor shall not permit its employees, the employees of other parties or other persons to commence work on the Premises until they have been inducted. Such induction shall include but not necessarily be limited to:
 - (i) familiarisation with the Safety Management Plan;
 - (ii) reporting of accidents and incidents which shall include the type of events to be reported, how an event is reported and to whom the event is reported;
 - (iii) emergency procedures which shall cover the procedure for a medical emergency and for evacuation of the Premises in the event of a life threatening situation arising;
 - (iv) personal protective equipment (PPE) the standard requirements for the Premises;
 - (v) lifting and manual handling skills;
 - (vi) sun protection;
 - (vii) avoidance of noise induced hearing loss;
 - (viii) location of and access to First Aid on the Premises;
 - (ix) legislative framework;
 - (x) procedure for the resolution of safety issues at the workplace (in accordance with Part 5, Division 5 of the Act); and
 - (xi) Premises security.
- (b) Upon commencement of Work on the Premises, the Contractor shall further induct Contractor Personnel working on the Premises with regard to all significant hazards associated with their particular activity and area of employment on the Premises and where relevant shall include the use of powered plant, tools and equipment.

5.4 Premises and Public Security

- (a) Notwithstanding the Contractor's obligations to secure the Premises and public security, the Contractor shall monitor and control, wherever practicable, the access of all persons to the Premises.
- (b) The Contractor shall ensure that no persons unrelated to the Customer Contract enter the Premises without the express permission of the Contractor.

(c) Australian Standard personal protective equipment standards shall apply at all times and a person shall only enter the Premises after that person has received a safety briefing regarding hazards relevant to the Premises.

6. Work on Premises

6.1 Access Routes

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

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

6.2 Keep Site Representative Informed

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

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

6.3 Tools of Trade

The Contractor must supply its own tools and equipment and spare tools and equipment sufficient to complete the work during their first attendance to the Premises in response to an Order, unless exceptional circumstances can be demonstrated by the Contractor in writing.

If the Contractor needs to hire specialised equipment such as a cherry picker, scaffolding etc. to access the work at heights then the Contractor shall seek approval from the Customer.

The Contractor is not entitled to include in any Tax Invoice or otherwise, claim for the costs of hiring of tools, equipment, machinery, unless it is for specialist equipment that would not normally be considered tools of trade that may be necessary for the Contractor to use in order to complete the work.

6.4 Making Safe

The Contractor and its' employees are responsible for the security of the work Premises and any plant, materials and equipment until the work is completed.

Where it is necessary to close off, define or fence around an area where work is to be undertaken the Contractor must ensure that the occupants of the Premises are safe from any hazards.

If leaving the Premises, adequate safety signage should be erected and if security is breached, a security guard should be arranged through the Customer.

6.5 Disruptive Works

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

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

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

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

6.6 Outside Business Hours Work

The Site Representative must be notified of any proposed work to be carried out outside Business Hours, including any work which requires attendance by the Site Representative staff (i.e. security or maintenance personnel) outside Business Hours.

6.7 Existing Installation

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

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

6.8 Protection of Persons and Property

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

The Contractor shall carry out an inspection of the work site prior to the start of work, and issue a list of defects identified to the Site Representative. Any further damage to the structure, furniture, finishes, fixtures and fittings caused by the Contractor during the works shall be made good by the Contractor.

6.9 Equipment Deliveries to Premises

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

6.10 Access for Third Parties

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

6.11 Use of Premises Facilities and Equipment

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

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

6.12 Working in Sensitive Areas

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

- (a) obtain the Site Representative's express permission to work in that sensitive area;
- (b) explain how the work will affect the Site Representative and their use of the sensitive area;
- (c) ensure that provision has been made for alternative arrangements by the Site Representative for the lack of any access to sensitive areas as a result of the work:

- (d) address and provide any security, locking or wedging of doors, temporary barriers, or supervision of sensitive areas prior to commencing the work;
- (e) obey and reschedule or timetable work required by the Site Representative in relation to the sensitive area; and
- (f) seek additional approval from the Customer for any additional Contractor Personnel required to supervise any sensitive areas before engaging those persons.

6.13 Access Through Doors

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

6.14 Control of Emissions

The Contractor must restrict and control the emission of noise, dirt, dust, fumes and vapours from the work area so that it does not interfere or cause nuisance to the occupants of the Premises or its neighbours. The Contractor must:

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

6.15 Noise Control

The Contractor must take adequate measures to control noise emanating from the work. Any work that will cause noise that would pose a nuisance to the Site Representative that is expected to last for more than 30 minutes or will generate excessive noise must be carried out after hours, or as otherwise planned with and authorised by the Site Representative before being carried out.

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

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

(a) take reasonable steps to reduce the noise, including but not limited to:

- (i) situating noisy equipment away from occupied and noise sensitive areas:
- (ii) performing noisy works in areas or at times specified by the Site Representative;
- (iii) installing screens to limit the impact of noise;
- (iv) any other measures the Site Representative considers reasonable; or
- (b) halt the performance of the work, and resume performance of the work at another more suitable time.

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

6.16 Security

The Contractor needs to ensure the security and protection of the work and all plant, equipment and materials against theft, vandalism, or any other damage or loss, whether the Contractor is on the Premises or not, until the work is completed. This includes the erection of any signage, fencing, barriers or any other safety measures necessary to do so.

6.17 Light, Power and Water

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

6.18 Use of Amenities

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

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

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

6.19 Tidy Work Area

The Contractor shall ensure that all work areas, and associated areas connected with the work are kept in a clean and tidy condition to the satisfaction of the Site

Representative. The Contractor shall regularly remove any rubbish, debris, materials or waste, and ensure such it is recycled or treated as waste in an environmentally safe manner.

7. Completion of Work

7.1 Clean Up and Provide Notice

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

- (a) clean the work area surrounding the work ensuring that all dust, dirt, debris, materials, plant and equipment, rubbish and temporary works of any kind are removed from the Premises, ensuring that it is left in a clean, tidy and presentable state to the satisfaction of the Site Representative;
- (b) replace any furniture or equipment moved as a result of any rectification back to its original position as practically possible following the completion of the work, including the replacement of any access panels;
- (c) fill, compact and level off all excavations (other than those forming part of the work) where necessary;
- (d) report to the Site Representative that the work has been completed;
- (e) return to the Site Representative any keys, key cards, identification cards or other passes issued to the Contractor;
- (f) sign out of any applicable logbooks or Premises registers;
- (g) complete and retain any required form(s) in respect of the work; and
- (h) obtain the Site Representative's signature on any required form(s) confirming completion of the work.