



<b>Request for Tender:</b>	Supply and Lay Concrete Kerbing
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<b>All submissions to be emailed:</b>	toc@claremont.wa.gov.au
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<b>Closing Date</b>	5 December 2022 at 9am
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<b>RFT Number:</b>	RFT 05-2022
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## **PART 1** **BACKGROUND**

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### **1. Introduction**

The Town of Claremont (**Principal**) is a local government authority comprising the beautiful, leafy, riverside suburbs of Claremont and Swanbourne, located approximately 9kms from the City Centre of Perth, Western Australia.

The Principal requires the services of a contractor to Supply and Lay Concrete Kerbing to areas within the Town of Claremont (**the Project Works**).

The Principal intends to appoint a single Contractor (no panel).

The Principal invites Contractors to submit a tender for the services required and as described in greater detail below in Part 2.

This Request for Tender (RFT) is comprised of the following parts:

Part 1 – Background (*read and keep this part*).

Part 2 – Specification (*read and keep this part*).

Part 3 – Contractor's Offer (*read, complete and return this part*).

Part 4 - Goods and/or Services Contract Conditions (*to be executed by successful contractor*)

### **2. Conditions**

By submitting an offer, the Contractor acknowledges that they have read, understood, and agree to be bound by the terms and conditions in this RFT.

By submitting an Offer, the Contractor agrees to be bound by the Principals Good and/or Services Contract Conditions (Part 4).

A Contractor is not entitled to add or substitute their own conditions of contract. Any printed terms and conditions shown on the reverse of a contractor's letter or quotation form (or elsewhere in the RFT) will not be binding on the Principal.

The proposed term is 2 years with the possibility of a 1 year extension.

The Principal does not guarantee the quantity of work which could be allocated to the successful contractor. If the need arises The Principal reserves the right to engage the services of other Contractors and/or undertake the work internally.

The estimated value of works over the last 3 years was around \$480,228 +GST.

The Principal may also request quotes from companies outside of this quoting process, to seek best value for money for works considered 'larger works'. These will be for one off projects in and around the Town of total construction values larger than \$150,000.

### 3. Budget

The Offer should include all costs associated with the Project Works including any labour, materials, sub-contractors, trades, specialists' chemicals, plant and equipment, demobilization, transport, signage, and traffic management required to complete the Project Works.

### 4. Proposed Timeline

The Principal's estimated timetable is as follows:

Event	Approximate Timeframe
Issue Date	16 November 2022
Closing Date	5 December 2022 at 9am
Presentation to Council	13 December 2022
Contract Award Date	Between 13 and 22 December 2022

### 5. Briefing Session

A briefing session is not required for this tender.

### 6. How to Prepare and Submit your Offer

- Carefully read this entire Tender including all attachments.
- Complete and return a signed Contractors Offer (Part 3) which responds to all of the Selection Criteria prior to the closing date.
- Provide any supplementary information the Contractor wishes to provide, to allow The Principal to properly evaluate the response.
- Assume the Principal has no previous knowledge of the Contractor, their activities, or experience.

All documents including any materials, articles and information submitted by the Contractor will not be opened until after the closing date and will not be returned.

The Offer is valid for a minimum of six (6) months from the Closing Date.

The Offer must be subject titled "*RFT 05-2022: Supply and Lay Concrete Kerbing*" and emailed to [toc@claremont.wa.gov.au](mailto:toc@claremont.wa.gov.au).

### 7. Rejection of Offers

An Offer will be rejected without consideration of its merits if it is not submitted before the Closing Date. Further, if a Contractor (or their agent) is found to have canvassed any of the Principal's employees or Councilors with a view to influencing the acceptance of any Tender.

An Offer may be rejected without consideration of its merits in the event that:

- a) it fails to comply with any requirements of the RFT;
- b) it fails to include all information requested.

## **8. Further Information**

All contractual or technical queries to be submitted to [toc@claremont.wa.go.au](mailto:toc@claremont.wa.go.au), attention: Wayne Mo, Manager Engineering.

When emailing queries into the Principal of Claremont during the tender opening period, please put subject: *"RFT 05-2022: Supply and Lay Concrete Kerbing"*

Contractors must not contact any other person within the Town, Council Member or any consultant engaged in relation to this project to discuss this Request for Tender.

## **9. Information Package**

The following attachments are provided:

- Discrimination Harassment and Bullying Procedure.
- Drug and Alcohol Procedure.
- LG 544, Work Health and Safety Policy.
- Document titled "Record Keeping responsibilities and you".
- TOC safety induction manual.
- TOC incident and hazard report and investigation form.
- TOC WHS questionnaire.
- Kerb Profiles S0004.
- Schedule of Kerb items.

## **PART 2** **SPECIFICATION- PROJECT WORKS**

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The Contractor is required to supply and lay concrete kerbing to areas within the Town of Claremont.

The Contractor is to supply all necessary materials, plant, equipment and labour required for the Supply and Lay Concrete Kerbing within the Town of Claremont. This includes, but is not limited to:

- Supply and Lay Concrete Kerbing
- Removal and disposal of waste materials.

All works shall be carried out as per schedule the Town's schedule.

The Contractor must be able to provide the services within two (2) working weeks, of notification by the Principal.

### **Site Pre-works Inspection**

The Contractor shall inspect the Site and confirm the requirements to be undertaken with the Principal prior to commencement of any work.

### **Kerb profile**

Kerb profiles must be agreed with the Principal onsite prior to any kerbing being carried out.

Kerb profiles to be as per the Town of Claremont's specification –Kerb Profiles S0004 (attachment).

### **Alignment and Levels**

Alignments and levels must be agreed with the Principal prior to any kerbing being carried out.

### **Disposal of waste Material**

Disposal of waste material shall be done by the Contractor and shall be incorporated into the schedule of rates.

### **Traffic Control**

Unless otherwise directed, traffic control is to be provided by the Principal.

However, the Contractor must have the ability to provide traffic control when requested by the Principal and the Principal will pay those costs.

When the Contractor is responsible for traffic management the works are to be undertaken, in accordance with the Traffic Management for Works on Roads Code of Practice March 2004 and Australian Standard AS1742.3, 2002 – Manual for Uniform Traffic Control Devices Part 3: Traffic Control Devices for Works on Roads.

### **Site Clean up**

All debris and waste as a result of kerbing works shall be swept and cleaned up immediately. Any damage that has occurred to the Principal's assets such as existing kerbs, crossovers, drainage infrastructure as a result of the kerbing works shall be rectified at the Contractors cost.

### **Working Hours**

Working hours are classified as below:

- Normal working hours - Hours of work, being between Monday and Friday 7:00am until 7:00pm.
- After hours – Works anytime outside of the above 'Normal working hours', including public holidays and Sundays.

**PART 3** **CONTRACTORS OFFER**

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**1. Identity of Contractor**

Trading Name	
Legal Entity Name	
ACN	
ABN	
Address	
Contact Person	
Contact Person Title	
Contact Person Email	
Contact Person Telephone	
Address for Service of Contractual Notices	

I/We (Registered Entity Name): \_\_\_\_\_

of: \_\_\_\_\_

In response to *"RFT 05-2022: Supply and Lay Concrete Kerbing"*

I/We agree that I am/we are bound by, and will comply with this RFT including all schedules and attachments.

I agree I am bound to comply with the Good and/or Services Contract Conditions (Part 4).

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2022

Signature of Authorised signatory: \_\_\_\_\_

Name of Authorised signatory: \_\_\_\_\_

Position of Authorised signatory: \_\_\_\_\_

## 2. Pre-Qualification Requirements

The Principal will not consider any Offer that does not meet all of the following Pre-Qualitative Requirements:

### a. Insurance Requirements

The Contractor must demonstrate that it holds the insurances as required by the General Conditions of Contract (Clause 34 in Part 4).

A copy of certificate of currency must be provided with the Offer.

Any costs associated with obtaining the above required insurances are the responsibility of the Contractor and will not be paid by the Principal.

<b>Workers Compensation Insurance</b>		
The Contractor shall maintain insurance in accordance with the <i>Workers' Compensation and Injury Management Act 1981</i> (WA) and to a value not less than \$50m.		
Insurer	ABN of Insurer	Policy Number
Insured Amount	Expiry Date	Exclusions Present (Yes
Details of Exclusions		

<b>Public Liability and Product Liability Insurance</b>		
The Contractor shall maintain insurance to a value not less than \$20m.		
Insurer	ABN of Insurer	Policy Number
Insured Amount	Expiry Date	Exclusions Present (Yes /No)



Details of Exclusions	
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<b>Vehicle, Plant and Equipment Insurance</b>		
The Contractor shall maintain insurance for replacement value for its vehicles, plant and equipment as per clause 34.3 of the Contact.		
Insurer	ABN of Insurer	Policy Number
Insured Amount	Expiry Date	Exclusions Present (Yes
Details of Exclusions		

<b>Professional Indemnity Insurance</b>		
The Contractor shall maintain insurance to a value of not less than \$5m.		
Insurer	ABN of Insurer	Policy Number
Insured Amount	Expiry Date	Exclusions Present (Yes

Details of Exclusions	
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**b. Financial Position**

Is the Contractor presently able to pay all your debts in full as and when they fall due?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the Contractor is awarded the Contract, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**c. Conflict of Interest**

Is the Contractor aware of any conflict of actual, potential or perceived conflict of interest which currently exists with The Principal of Claremont, its officers or Elected Members, or which may arise in relation to the performance of the contract (if awarded)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details	

### 3. Selection Criteria

The Qualitative Requirements are not weighted equally. They are weighted as indicated.

<b>Criteria</b>	<b>Weighting</b>
Value for Money, Price	35 %
Specified and Key Personnel	20 %
Capacity to undertake work	15 %
Demonstrated Experience	15 %
Work Health and Safety	10 %
Environmental Factor	5 %
	100%

**a . Value for Money, Price**

**35 % Weighting**

Value for Money is a key objective of the Principal.

The Contractor must provide a completed Schedule of Kerb Items.

The Offer should include all costs associated with the Project Works including any labour, materials, sub-contractors, trades, specialist chemicals, plant and equipment, demobilisation, transport, signage and traffic management required in order to complete the Project Works.

Unless otherwise indicated prices tendered must include delivery unloading, packing, marking and all applicable levies, duties, taxes and charges.

Any charge or cost not stated as being additional to the price will not be payable by The Principal unless approved in writing as a variation.

The Contractor has included the costs of both the Contractor, all labour, subcontractors and any other trades or services required in order to complete the Project Works.	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
The Contractor has included the costs of materials, specialists chemicals, plant and equipment, demobilization, transport, signage and traffic management required in order to complete the Project Works.	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>

**b. Specified and Key Personnel****Weighting 20%**

**Specified Personnel** means Personnel of the Contractor proposed to perform functions in relation to the provision of the Works. The Contractor must identify the proposed management and personnel who will be integral to the performance of the Works, together with a brief summary for each person identified:

- Their role and responsibilities and their expected % time input to the contract.
- Their relevant experience.
- Their qualifications and the licences they hold.
- Knowledge of the guidelines set by the WA Health department for application of pesticides in public places.
- Evidence of staff training or experience in application of the proposed chemicals.

Is the Contractor acting jointly or in association with another person/s/or entities?	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
Has the Contractor engaged, or does the Contractor intend to engage, another person or persons as a subcontractor?  If so please provide the same details for each subcontractor	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
Has the Contractor provided a response which addresses all of the above criteria?	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
Has the Contractor or any identified Specified Personnel been convicted of a criminal offence that is punishable by imprisonment or detention?  If so please provide details.  The Principal may request Police Clearances for all employees prior to the start date.	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>

**c. Capacity to undertake the Project Works**

**15% Weighting**

**Specified Machinery and equipment** means the machinery and equipment of the Contractor proposed to be used to perform functions in relation to the provision of the Works.

The Contractor must identify the:

- Demonstrated understanding of the Scope of Work
- Current capacity to undertake the Works.
- Details of plant, equipment & staff allocations that will be used for these works
- With regards to the Equipment proposed state model details, age and condition to be used for the works.
- Confirmation that the Contractors also has this equipment and that it is available for this contract.
- As a minimum, Respondents should provide a current commitment schedule and plant/equipment. In addition to and contingency measures or back up of resource/s.

Contractor has provided a list of plant and equipment to be used in this contract.

This plant must be available for inspection prior to awarding the Contract.

**Yes**  **No**

**d. Demonstrated Experience****15% Weighting**

The Contractor must provide details of no more than 5 contracts or projects completed within the last 7 years, which are similar (or larger) in scope and / or nature to the requirements:

- A brief description of the contract scope and services provided under the previous contract.
- When the previous contracts were performed.

Has the Contractor provided a response which addresses all of the above criteria?

Yes  No

Contractors are required to provide at least Referees for 3 previous contracts identified. These Referees may be contacted to verify claims of relevant experience. It is not acceptable to state that Referees will be provided at a later stage. Town of Claremont employees cannot be used as Referees in order to maintain fairness and impartiality. Where the Contractor has previously provided goods and/or services to the Principal, internal records shall be consulted to consider past performance.

Referee One Details	
Name and Position Title	
Name of Referee Organisation	
Contract Title	
Products/Services Provided	
Email Address:	
Telephone number:	

Referee Two Details	
Name and Position Title	
Name of Referee Organisation	
Contract Title	
Products/Services Provided	
Email Address:	
Telephone number:	

Referee Three Details	
Name and Position Title	
Name of Referee Organisation	
Contract Title	
Products/Services Provided	
Email Address:	
Telephone number:	

**e. Work Health and Safety**

**10% Weighting**

This contract has been determined as a high risk contract due to the nature of the services provided.

The Contractor must provide details regarding their WSH arrangements including completing (in full) the **enclosed WHS questionnaire**.

Please include copies of your:

- Safety Management Policy
- WHS plan.

The WHS plan should outline how the Contractor will manage occupational health and safety for the term of the contract. The health and safety plan must cover specific OHS issues relevant to the contracted work and document the systems and methods that will be used to effectively manage OHS risks. A supplier's health and safety plan should contain the following elements:

- a description of the contract
  - an OHS structure and system for the work to be performed under the contract
  - induction and safety training procedures for the Contractor's employees
  - safe work practices and procedures for the work to be performed under the contract
  - a risk assessment for the work to be performed under the contract
  - a workplace inspection schedule for the duration of the contract
  - OHS consultative processes to be followed for the duration of the contract
  - emergency procedures to be followed during the contract period
  - incident recording and investigation procedures to be in place during the contract period, and
  - health and safety performance monitoring arrangements to be implemented during the contract.
- Safety protocols/Safe Work Method Statement/JSA's to be used for this Contract.
  - Risk Assessments to be used for this Contract.
  - Details of safety records for the past two years.

Has the Contractor provided a completed WHS questionnaire? This is required to be provided

Yes  No



**f. Environmental Factor**

**5% Weighting**

Companies must address the following information in an attachment and label it “Environmental Factors”.

- The proactive approach to undertake the service taking into consideration all environmental factors, such as re-use of recycled materials.

Has the Contractor provided the Environmental Factors attachment? This is required to be provided.

**Yes**    **No**

**PART 4**

**GOODS AND/OR SERVICES CONTRACT  
CONDITIONS**

**Town of Claremont  
of Number One Claremont  
308 Stirling Highway CLAREMONT  
(Principal)**

**And**

**[insert Contractor] of  
[insert address]  
[insert ABN]  
(Contractor)**

**(together, the Parties)**

**Date of Contract:**

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**DATE:**

**PARTIES:**

**BACKGROUND**

- (a) The Principal has engaged the Contractor to provide the Goods and/or Services.
- (b) This Document sets out the terms and conditions upon which the Contractor shall provide the Goods and/or Services to the Principal.

**OPERATIVE PART**

**PART A – DEFINITIONS AND INTERPRETATION**

**1 DEFINITIONS**

In this Document, except where the context indicates otherwise:

**Acceptance** means acceptance of the Goods and/or Services which occurs on the earlier of:

- (a) the Principal notifying the Contractor in writing that the Goods and/or Services are accepted; or
- (b) the expiry of the day 21 days after delivery of the Goods to the Delivery Point or completion of the Services where the Principal has not, during that 21 day period, notified the Contractor in writing that the Goods and/or Services, as the case may be, are rejected.

**Affected Obligation** has the meaning given in clause 37.1(a).

**Approval** means any certificate, licence, consent, permit, approval, authority or requirement necessary for the provision of the Goods and/or Services.

**Assessment Notice** means an assessment notice under section 12 of the *Working With Children Act*.

**Authority** means any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency, Minister or entity in Western Australia or the Commonwealth of Australia.

**Background Intellectual Property Rights** means any Intellectual Property Rights owned by a Party prior to the commencement of the Contract or which did not come into existence by reason of the Contract, and which a Party is entitled to exercise and sub-license, which are embodied in, attached to or otherwise relate to the Contract.

**Business Days** means a day that is not a Saturday, Sunday, a public holiday in Western Australia, or 27, 28, 29, 30 or 31 December.

**Child-Related Work** has the meaning given in section 6 of the *Working With Children Act*.

**Child-Related Site** means a location at which Goods are to be delivered and/or Services are to be performed where children are likely to be present.

**Completion Date** means the date for delivery of the Goods and/or the date for the completion of the Services, as the case may be, specified in an Order or agreed by the Parties in writing. To avoid doubt, there may be multiple Completion Dates where the Contract applies to multiple Orders of Goods and/or Services.

**Confidential Information** means:

- (a) the Contract;
- (b) information relating to the Principal's past, existing or future business, strategic plans or operations, finances, or customers;
- (c) any other information provided by a Disclosing Party to the Receiving Party which is identified by the Disclosing Party as confidential;

- (d) any report, opinion or advice prepared by the Contractor which the Principal advises is to be prepared on a confidential basis; and
- (e) any copies, extracts or summaries of the information described in paragraphs (a) to (d) (inclusive) above,

but excluding information which has entered the public domain other than through a breach of a confidentiality obligation owed to the Disclosing Party by the Receiving Party or by any other person.

**Conflict of Interest** means an interest, whether personal, financial or otherwise, which conflicts or may reasonably be perceived as conflicting with the ability of the Contractor to perform its obligations under the Contract fairly and objectively.

**Consequential Loss** includes any:

- (a) loss of production, revenue, profit, business reputation, opportunities or anticipated savings; and
- (b) loss arising from wasted overheads or business interruptions.

**Contract** means the agreement between the Parties regarding the supply of the Goods and/or Services containing the terms and conditions set out in this Document.

**Contract Price** means the prices or rates specified in an Order as the amount to be paid by the Principal for the provision of the Goods and/or Services the subject of that Order or otherwise set out in the Contract. To avoid doubt, there may be multiple Contract Prices where the Contract applies to multiple Orders of Goods and/or Services.

**Contractor** means the party who is engaged by the other party to provide the Goods and/or Services under the Contract and whose details may be set out on the front page of this Document.

**Contractor's Vehicles and Equipment** has the meaning given in clause 36.4.

**Cyber Incident** means action taken through the use of computer networks that result in an actual or potentially adverse effect on the Contractor's information system and/or Principal Data residing on that system.

**Defective** means defective, of an inferior quality or inconsistent with the requirements of the Contract.

**Defects Liability Period** means the period of 12 months beginning on the Completion Date.

**Delivery Point** means the place for the delivery of Goods specified in the Order or agreed in writing by the Parties or directed by the Principal to the Contractor in writing.

**Disbursement** means reasonable out-of-pocket costs and expenses incurred by a Contractor in providing the Services which are:

- (a) charged to the Principal at cost; and
- (b) incidental to the provision of the Services.

**Dispute** means any dispute or difference between the Parties in connection with the Contract.

**Dispute Notice** has the meaning given in clause 38.1.

**Document** means this document called 'Goods and/or Services Contract Conditions'.

**Extension Request** has the meaning given in clause 13.4.

**Force Majeure Event** means an event or cause beyond the reasonable control of the Party claiming force majeure comprising any of the following:

- (a) act of God, lightning, storm, flood, fire, earthquake, explosion, cyclone or wind and wave conditions associated with a cyclone, tidal wave, landslide or adverse weather conditions;
- (b) strike, lockout or other labour difficulty;

- (c) act of public enemy, war, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic or terrorism; or
- (d) a change in any Law or any authority exercised by an Authority or official by Law.

**Force Majeure Event Termination Period** means 120 consecutive days.

**Goods** means the goods specified in an Order or otherwise specified in the Contract.

**GST** means goods and services tax applicable to any taxable supplies as determined under the GST Law.

**GST Law** means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any related Act imposing such tax.

**Insolvency Event** means:

- (a) in relation to a corporation, where that corporation:
  - (i) goes into liquidation, except for the purpose of reconstruction or amalgamation of which the affected Party has given the other Party 5 Business Days' prior written notice of such reconstruction or amalgamation;
  - (ii) is otherwise dissolved;
  - (iii) has had appointed to it a receiver or receiver/manager of the whole or any part of the assets and undertaking of the Party;
  - (iv) enters into any composition or scheme of arrangement with its creditors;
  - (v) has had appointed to it an inspector or like official to examine the affairs of the Party or the Party enters into voluntary or other external administration; or
  - (vi) is otherwise unable to pay all its debts as and when they fall due; and
- (b) in relation to a natural person, where that natural person:
  - (i) commits an act of bankruptcy;
  - (ii) becomes subject to an order for the sequestration in bankruptcy of the estate of the Party;
  - (iii) assigns its estate or enters into a scheme of arrangement or composition for the benefit of its creditors; or
  - (iv) is otherwise unable to pay all its debts as and when they fall due.

**Insurances** means the insurances which the Contractor is required to obtain under clause 36.

**Intellectual Property Right** means all intellectual and industrial property rights and interests throughout the world, whether registered or unregistered, including trademarks, designs, patents, inventions, semi-conductor, circuit and other eligible layouts, copyright (including future copyright), database rights and analogous rights, trade secrets, know how, processes, concepts, plant breeder's rights, confidential information and all other intellectual property rights as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation on 14 July 1967 as amended from time to time including any application or right to apply for any of these rights.

**Invoice** means a valid tax invoice under the GST Law.

**Law** means statute, equity, the common law and the legally enforceable requirements of Authorities, including any regulation or law of the Principal.

**Legal Requirement** means a requirement under any Law or Approval including a requirement to pay any fees and charges in connection with any Law or Approval.

**Letter of Award** means an Order or Long-Term Award issued by the Principal to the Contractor accepting the Request Response.

**Long-Term Award** means the acceptance of a Request Response relating to the provision of goods and/or services in the future where the nature of the goods and/or services to be provided are not stated or known at the time of formation of the Contract and will be the subject of future Orders.

**Loss** means any liability, loss, damage, cost (including litigation costs on a full indemnity basis), claim, suit, charge, diminution in value, action, demand, expense or proceeding whether present or future, actual, contingent or prospective and whether known or unknown, and howsoever arising.

**Order** means the RFQ or RFT documentation, a purchase order or other written direction from the Principal to the Contractor which requires the supply of specified Goods and/or Services.

**Original Product** has the meaning given in clause 3.3.

**Parties** means the Principal and the Contractor.

**Personnel** means the personnel engaged by the Principal, the Contractor or a related body corporate of the Contractor, including directors, officers, employees and agents, contractors and Sub-contractors and any director, officer, employee or agent of any contractor or Sub-contractor, but when used in the context of the Principal's Personnel, does not include the Contractor or the Contractor's Personnel.

**Plant and Equipment** means all materials, plant, equipment, tools, vehicles and machinery necessary for the performance of the Contractor's obligations under the Contract.

**Principal** means the party engaging the other Party to provide Goods and/or Services under the Contract and whose details may be set out on the front page of this Document, i.e. the Town of Claremont.

**Principal Data** means information and materials of the Principal in respect of which the Contractor has custody or control for the purpose of providing the Goods and/or Services or which are accessed, transmitted or stored using the Contractor's information systems or equipment under the Contract.

**Principal Request** means the written request provided by the Principal to the Contractor to submit an offer and price to provide the Goods and/or Services and includes RFT and RFQ documentation.

**Principal's Documents** means any documents, including drafts or working versions, whether in hard copy or electronic format, in the possession of, or otherwise under the control of, the Principal.

**Principal's Premises** means any property under the control, care and management of the Principal.

**Request Response** means the offer submitted by the Contractor to supply the Goods and/or Services made in response to a Principal Request.

**Sale of Goods Act** means the *Sale of Goods Act 1895* (WA).

**Services** means the services identified in the Order or otherwise specified in the Contract, and services that are ancillary to such services.

**Site** means the lands and other place to be made available and any other lands and places made available to the Contractor by the Principal for the purpose of the Contract.

**Specification** means a specification or scope of works for the Goods and/or Services:

- (a) provided by the Principal to the Contractor before the Contractor provided its Request Response; or
- (b) developed after the Contractor provided its Request Response or after the Contract came into effect, and agreed to by the Parties.

**Specified Personnel** means Personnel of the Contractor proposed in a Request Response to perform functions in relation to the provision of the Goods and/or Services.



**Standards and Procedures** means any procedures, codes of conduct, guidelines, rules, policies, requirements or information regarding site-specific conditions or the Principal's operations made available to the Contractor by the Principal from time to time.

**Start Date** means the date specified as such in the Principal Request or, where no such date is specified in the Principal Request, means the date that the Parties agree in writing that the Contractor must commence the Services.

**Sub-contractor** means any person or entity engaged by the Contractor in connection with the provision of the Goods and/or Services and includes consultants, subcontractors, suppliers and other contractors, but does not include the Contractor's employees.

**Substitute Product** has the meaning given in clause 3.3.

**Sustainability Objectives** has the meaning given in clause 26.1.

**Transition Plan** means a written plan to facilitate the transition of the supply of the Goods and/or Services from the Contractor to another supplier or from another supplier to the Contractor.

**Wilful Misconduct** means any wrongful act or omission that was intentionally done or involved reckless disregard to the likely consequences, including an intentional breach of the Contract.

**WHS Laws** means all workplace, health and safety related Law, codes of practice, other compliance codes, directions on safety or notices issued by any relevant Authority and standards, where any part of the Contractor's obligations under the Contract are being performed. This includes the *Work Health and Safety Act 2020 (WA)*, in addition to any other relevant legislation or regulations.

**Working With Children Act** means the *Working With Children (Criminal Record Checking) Act 2004 (WA)*.

## 2 INTERPRETATION

2.1 In this Document, unless the context suggests otherwise:

- (a) a reference to the Contract means the Contract as novated or varied from time to time;
- (b) a reference to 'including' must be read as if it is followed by '(without limitation)';
- (c) where a word or an expression is defined, any other part of speech or grammatical form of that word or expression has a corresponding meaning;
- (d) words in the singular include the plural and vice-versa;
- (e) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
- (f) a reference to any Party includes that Party's executors, administrators, substitutes, successors and permitted assigns;
- (g) a reference to a clause is a reference to a clause of this Document;
- (h) a reference to a 'day' or 'month' is a reference to a calendar day or calendar month;
- (i) headings are for convenience only and do not affect interpretation of this Document; and
- (j) no rule of construction applies to the disadvantage of a Party on the basis that the Party put forward the Contract or any part of it.

## **PART B – PROVISIONS APPLICABLE TO THE SUPPLY OF GOODS ONLY**

### **3 QUALITY OF GOODS, SOURCES OF SUPPLY AND SUBSTITUTION**

- 3.1 The Contractor must ensure that all Goods:
- (a) comply with the requirements of the relevant Order and conform to any samples provided;
  - (b) are in accordance with relevant Australian Standards or, where no Australian Standard exists, any relevant ISO Standard;
  - (c) are properly, safely and securely packaged and labelled for identification; and
  - (d) are of merchantable quality and fit for their intended purpose.
- 3.2 The Contractor must ensure that the Principal has the full benefit of any manufacturer's warranties applicable to the Goods.
- 3.3 With the Principal's written consent and subject to any necessary variation to the Contract Price, the Contractor may permanently or temporarily substitute another product (**Substitute Product**) for any aspect of the Goods to be provided under the Contract (**Original Product**). To avoid doubt, the supply of the Substitute Product shall satisfy the Contractor's obligations to supply the Original Product.

### **4 QUANTITIES OF GOODS**

- 4.1 The Contractor must supply to the Principal the Goods in the quantity specified in the relevant Order.
- 4.2 If the Contractor delivers more Goods than the quantity specified in the relevant Order, the Contractor must, upon the Principal's direction, collect the excess Goods from the Principal at the Contractor's risk and expense, unless the Principal elects, in its discretion, to return the excess Goods to the Contractor, which is done at the Contractor's sole risk and expense.

### **5 DELIVERY OBLIGATIONS AND DELIVERY POINT**

The Contractor must deliver the Goods to the Delivery Point and in doing so must:

- (a) not interfere with the Principal's activities;
- (b) leave the Delivery Point secure and fit for immediate use;
- (c) obtain the signature of a member of the Principal's Personnel who receives delivery of the Goods; and
- (d) where it is not possible to satisfy clause 5(c), leave the Goods where requested by the Principal.

### **6 PROPERTY AND RISK IN THE GOODS**

- 6.1 Subject to this Document, the Parties agree that:
- (a) risk in the Goods shall pass from the Contractor to the Principal on Acceptance; and
  - (b) upon payment for the Goods, property in the Goods shall pass to the Principal.
- 6.2 The Contractor warrants that it has complete ownership of the Goods free of any liens, charges and encumbrances.

## **7 SALE OF GOODS ACT**

The Principal and Contractor acknowledge and agree that:

- (a) the Sale of Goods Act applies to the Contract; and
- (b) to the extent that there is any inconsistency between the Sale of Goods Act and the Contract, and to the extent permitted by Law, the Contract applies rather than the Sale of Goods Act.

## **PART C – PROVISIONS APPLICABLE TO THE PROVISION OF SERVICES ONLY**

### **8 QUALITY OF SERVICES**

8.1 The Contractor must ensure that the Services provided by the Contractor:

- (a) match the description of the Services set out in the Order or otherwise in the Contract;
- (b) are fit for their intended purpose;
- (c) where they relate to design, the works or goods being designed are fit for their intended purpose;
- (d) are performed with the professional skill, care and diligence expected of a person with the skills, experience, expertise and resources necessary to competently provide the Services; and
- (e) are provided in accordance with any Specification.

8.2 The Contractor warrants, and agrees to ensure, that its Personnel engaged to perform the Services have the necessary skills, experience, expertise, licences, training, registrations, permits, qualifications, approvals and resources available to it to competently and lawfully perform the Services.

8.3 The Contractor must regularly consult with the Principal about the progress of the Services and attend meetings where reasonably requested by the Principal.

8.4 The Contractor must provide the Principal with an Australia-wide police clearance in respect of any of its Personnel and Subcontractors within 30 Business Days of such a request being made in writing by the Principal to the Contractor.

### **9 QUANTITY AND VALUE OF SERVICES**

9.1 The Principal shall only be required to take or accept, and pay for, the quantity of the Services set out in the relevant Order, any Specification, or otherwise in the Contract, unless otherwise agreed in writing by the Parties.

## **PART D – PROVISIONS APPLICABLE TO THE PROVISION OF GOODS AND/OR SERVICES**

### **10 SUPPLY OF GOODS AND/OR SERVICES**

10.1 The Contractor must:

- (a) at its expense, obtain any Approvals necessary for the provision of the Goods and/or Services;
- (b) at its expense, comply with all reasonable directions of the Principal regarding the provision of the Goods and/or Services, including regarding the transition of the

provision of the Goods and/or Services from an alternative supplier to the Contractor;

- (c) where the Principal provides the Contractor with written notice that an alternative supplier will, in the future, be supplying the Principal with the Goods and/or Services provided under the Contract, at its expense provide reasonably requested assistance to the Principal in transitioning the supply of the Goods and/or Services to the new supplier, including making arrangements for the novation or assignment of relevant contracts with third parties;
- (d) comply with any Transition Plan; and
- (e) co-operate with any third party service provider appointed by the Principal where necessary to ensure the integrated and efficient conduct of the Principal's operations and provide reasonable assistance to such other service providers as requested by the Principal from time to time, provided that the Contractor will be entitled, by prior written agreement with the Principal, to charge for costs incurred as a direct result of providing such co-operation and assistance.

10.2 The Principal must provide the Contractor with any information reasonably necessary for the Contractor to provide the Goods and/or Services.

10.3 If a Transition Plan is not developed prior to the Contract coming into effect between the Parties, the Principal may:

- (a) make a written request to the Contractor to prepare a draft Transition Plan for the Principal's review within a reasonable period of time specified by the Principal and the Contractor must comply with that request; and
- (b) accept or propose reasonable amendments to the draft Transition Plan prepared by the Contractor in accordance with clause 10.3(a) and provide a final version of the Transition Plan to the Contractor.

## **11 PLANT AND EQUIPMENT**

11.1 The Contractor must:

- (a) provide all Plant and Equipment and labour necessary for the performance of the Contractor's obligations; and
- (b) ensure that Plant and Equipment and other items which the Contractor uses or supplies in connection with the Contract comply with Legal Requirements and are fit for their usual and intended purpose.

## **12 ORDERS UNDER A LONG-TERM AWARD**

12.1 This clause applies where the Letter of Award is a Long-Term Award.

12.2 From time to time the Principal may give the Contractor an Order containing the following information:

- (a) a description and/or specification of the Goods and/or Services required, including the required quantity;
- (b) the Completion Date; and
- (c) where the Order relates to Goods, the Delivery Point.

12.3 Within 5 Business Days of receipt of an Order the Contractor must give notice to the Principal of:

- (a) any aspect of the Order which it does not accept and supporting reasons; and/or

(b) any recommended changes to the Order and supporting reasons, following which the Parties shall seek to agree on the terms of the Order and a revised Order shall be issued by the Principal to the Contractor.

12.4 If the Contractor does not give notice under clause 12.3, the Contractor must fulfil the Order.

12.5 To avoid doubt, the Principal is not obliged to issue Orders to, or otherwise purchase Goods and/or Services from, the Contractor.

### **13 TIME FOR PERFORMANCE AND EXTENSIONS OF TIME**

13.1 The Contractor must commence the provision of the Services on the Start Date.

13.2 Subject to this clause, the Contractor shall deliver the Goods to the Delivery Point and/or perform the Services, as the case may be, by the Completion Date.

13.3 The Contractor is entitled to an extension to the Completion Date if a delay to the provision of the Goods and/or Services is due to:

- (a) a breach by the Principal of the Contract;
- (b) a Force Majeure Event occurring before the Completion Date;
- (c) suspension of the Contract under clause 39.3 where the suspension is the result of a breach by the Principal; or
- (d) a variation being agreed in writing to the nature of the Goods and/or Services provided.

13.4 To obtain an extension, the Contractor must make a written request to the Principal within 5 Business Days after the cause of delay has arisen or within any other period agreed in writing by the Parties, which request must include the facts on which the request is based (**Extension Request**).

13.5 The Principal, acting reasonably, must notify the Contractor within 10 Business Days of receiving the Extension Request, or such other time agreed in writing by the Parties, whether an extension of time to the Completion Date is granted and any relevant period of extension, which must be reasonable in the circumstances giving rise to the Extension Request.

13.6 Time is of the essence. The Parties must endeavour to mitigate any delay.

### **14 RECEIPT AND ACCEPTANCE OF GOODS AND/OR SERVICES**

14.1 The Parties agree that:

- (a) delivery and receipt of the Goods and/or Services shall not of itself constitute Acceptance of the Goods and/or Services by the Principal; and
- (b) Acceptance by the Principal is without prejudice to the Principal's rights in respect of the Defects Liability Period applicable to any Goods and/or Services.

14.2 If, following any review, inspection, examination or witnessing of the Goods and/or Services, the Principal is not satisfied that the Goods and/or Services are being, or have been, provided in compliance with the Contract, the Contractor must, after receiving a written request from the Principal, promptly take all steps necessary to ensure compliance.

## **15 REJECTION AND REMOVAL OF DEFECTIVE GOODS AND/OR DEFECTIVE SERVICES**

- 15.1 During the Defects Liability Period, the Principal may notify the Contractor in writing that any Goods and/or Services provided are Defective.
- 15.2 Where the Principal notifies the Contractor under clause 15.1, the Principal may direct the Contractor to replace, rectify or re-perform the Goods and/or Services, as the case may be, free of charge to the Principal and within a reasonable time specified by the Principal.
- 15.3 The Contractor must comply with a direction under clause 15.2 within the time period specified in the notice or otherwise agreed in writing by the Parties.
- 15.4 Where the Contractor does not, or advises the Principal that it cannot, comply with a direction in accordance with clause 15.3, the Principal may give the Contractor written notice of its intention to rectify, replace or have re-performed the Goods and/or Services by a third party, together with the estimated and itemised reasonable costs of the Principal in rectifying, replacing or having re-performed the Goods and/or Services.
- 15.5 Following receipt of a notice under clause 15.4 from the Principal, the Contractor has 5 Business Days to notify the Principal in writing as to whether the Contractor will replace, rectify or re-perform the Goods and/or Services and to reach agreement with the Principal regarding the timeframe for doing so, otherwise the Principal may rectify, replace or have re-performed the Goods and/or Services and recover its costs in doing so from the Contractor.
- 15.6 Where the Contractor has made good any Defective Goods and/or Services, those Goods and/or Services will be subject to the same Defects Liability Period as the original Goods and/or Services from the date the Contractor completes making good the Defective Goods and/or Services.
- 15.7 The Principal shall not be responsible for the care or custody of any Defective Goods after a period of 5 Business Days after the Contractor has been notified in writing by the Principal that they are Defective.
- 15.8 Without limiting clause 35, any cost or expense reasonably incurred by the Principal in connection with, or as a result of, the Defective Goods and/or Services shall be a debt due from the Contractor to the Principal.
- 15.9 To avoid doubt, nothing in this clause shall prejudice any other right of the Principal arising out of the failure by the Contractor to provide Goods and/or Services in accordance with the Contract.

## **16 FAILURE TO PROVIDE GOODS AND/OR SERVICES**

- 16.1 The Contractor must provide written notice to the Principal as soon as possible if the Contractor is unable to provide the Goods and/or Services and the period of time for which the Contractor will be so unable.
- 16.2 Where the Contractor provides written notice to the Principal under clause 16.1, the Principal may, acting reasonably, and without being liable in any way to the Contractor, obtain or acquire such goods and/or services as it requires from a third party until the Principal receives a further written notice from the Contractor that the Contractor is able to recommence the provision of Goods and/or Services.

## **17 INFORMATION**

- 17.1 The Contractor must keep the Principal fully informed about:

- (a) any matters that may adversely affect the Contractor's ability to provide the Goods and/or Services; and
- (b) delivery of the Goods and/or completion of the Services.

## **18 PRICE BASIS**

- 18.1 The Contract Price shall be firm and not subject to rise and fall.
- 18.2 The Contract Price includes supply of everything necessary for the proper performance of the Contractors obligations and discharge of the Contractors liabilities including but not limited to:
- (a) all costs, expenses, fees and charges, approvals;
  - (b) all survey, inspection, measuring and testing to comply with relevant specifications and any legislative requirements;
  - (c) all labour, materials, plant, equipment, machinery and any other necessary items for the proper execution of the Services whether or not such items are specifically referred to in the Contract;
  - (d) all goods, services, works, minor items and incidentals;
  - (e) the Contractor's profit, attendance, preliminaries, supervision and on-site and off-site overheads in connection with the performance of all of its obligations under the Contract.
- 18.3 The Contract Price is not subject to an annual CPI increases or rate adjustments.
- 18.4 To avoid doubt, the Principal's liability to the Contractor for the Contractor's costs in providing the Goods and/or Services is capped at the Contract Price, unless otherwise agreed in writing by the Parties.

## **19 FORMATION OF CONTRACT AND TERM**

- 19.1 Where this Document is executed by the Parties, the Contract shall be formed, and shall commence, on the date that the last Party executes this Document.
- 19.2 Where this Document is not executed by the Parties:
- (a) the Contract shall be formed, and shall commence, on the date of the Letter of Award; and
  - (b) the Parties agree that the terms and conditions in this Document are incorporated within the Contract and the failure of either Party to execute this Document does not affect the incorporation of those terms and conditions within the Contract or the Contract's existence.
- 19.3 The Contract shall terminate 10 Business Days after Acceptance or upon expiry of the time period specified in the Letter of Award, whichever is the later, subject to clauses 19.4 and 19.5.
- 19.4 The Parties may agree in writing to extend the term for an agreed period of time.
- 19.5 The Contract may terminate before the expiry of the period of time in clause 19.3:
- (a) if the Parties agree in writing; or
  - (b) otherwise in accordance with this Document.

- 19.6 The termination of the Contract does not affect:
- (a) any rights of the Parties accrued before the date of termination; and
  - (b) the rights and obligations of the Parties which survive termination.
- 19.7 Clauses 1 (definitions), 2 (interpretation), 3.2 (manufacturer's warranties), 6.2 (warranty regarding property in goods), 8.2 (warranties regarding personnel), 10.1(c) and 10.1(d) (transition out), 14 (Acceptance and Defects Liability Period), 15 (Defective Goods and/or Services), 19.6 and 19.7 (term), 20 (Contractor to have informed itself), 32 (Confidentiality), 33 (Data security), 34 (Intellectual Property Rights), 35 (Liability and indemnity), 38 (Settlement of disputes), 40.2 to 40.4 (inclusive) (termination), 43 (Notices), 44.1 (relationship of Parties) and 44.8 (Governing law) shall survive termination of the Contract.

## **20 CONTRACTOR TO HAVE INFORMED ITSELF**

- 20.1 By providing the Request Response, the Contractor acknowledges that it has:
- (a) examined carefully, and has acquired actual knowledge of the contents of, its Request Response, this Document and any other information made available in writing by the Principal to the Contractor for the purposes of the Request Response and the Contract;
  - (b) satisfied itself as to the correctness and sufficiency of the Request Response and that the Contract Price covers the cost of complying with all of its obligations under the Contract and of all matters and things necessary for the proper performance and completion of the Contract;
  - (c) satisfied itself as to the correctness and adequacy of the Contract Price and the performance of its obligations under the Contract or Otherwise at law;
  - (d) carefully examined all information relevant to the risks, contingencies and other circumstances and any information provided by the Principal or its agents, employees or consultants which could affect its tender submission, Contract Price or performance of its obligations under the Contract or Otherwise at law;
  - (e) to the extent practical, has visited and carefully examined the site and its surroundings and fully informed itself as to the nature of the of the work and materials and Plant and Equipment necessary, the facilities at the site, the means of access and egress from the site, transport facilities for deliveries, any conditions affecting construction activities and the constraints thereon;
  - (f) satisfied itself of its ability to comply with all legislative requirements;
  - (g) informed itself as to the availability and cost of labour including the costs of complying with obligations imposed by this Contract;
  - (h) obtained all appropriate professional and technical advice on all matters and circumstances with respect to the matters referred to in this clause prior to submitting the Request Response.

## **21 DISCREPANCY**

- 21.1 The Contractor will advise the Principal of any inconsistency, ambiguity or discrepancy in any document prepared by for the purpose of carrying out the Services. The Principal shall direct the Contractor as to the interpretation and construction to be followed.
- 21.2 If compliance with any such direction under this clause causes the Contractor to incur more or less cost than otherwise would have been incurred had the direction not been given, the difference shall be assessed by the Principal and added to or deducted from the Contract Price.



## **22 CONFLICT OF INTEREST**

- 22.1 The Contractor warrants that, to the best of its knowledge, as at the date of providing the Request Response:
- (a) the Contractor has declared in its Request Response any Conflicts of Interest in the performance of its obligations under the Contract that it has, or is likely to have; and
  - (b) the information contained in the Contractor's Request Response as to the existence of any Conflicts of Interest is correct and comprehensive.
- 22.2 If a Conflict of Interest or risk of Conflict of Interest arises, including because of work undertaken by the Contractor for a person other than the Principal, the Contractor must immediately give written notice of the Conflict of Interest, or the risk of it, to the Principal.

## **23 LEGAL REQUIREMENTS, INDUSTRIAL AWARDS AND STANDARDS AND PROCEDURES**

- 23.1 The Contractor shall comply without limitation with all Legal Requirements, Standards and Procedures affecting or applicable to the Goods and/or Services and/or the performance of the Contract and ensure that its Personnel also comply with the same, at the Contractor's cost.
- 23.2 The Contractor shall:
- (a) comply with all industrial awards or agreements affecting or applicable to the persons engaged by the Contractor for the purposes of providing the Goods and/or Services;
  - (b) ensure that the remuneration and terms of employment of all of its employed Personnel are consistent with the remuneration and terms of employment that reflect the industry standard as expressed in industrial awards and agreements and any code of practice that may apply to a particular industry;
  - (c) to the extent practicable, use reasonable endeavours to ensure that its Sub-contractors satisfy the requirements of clauses 23.2(a) and 22.2(b) in relation to the Sub-contractors' own employees; and
  - (d) ensure that it pays each of its Sub-contractors in accordance with the Contractor's agreement with that Sub-contractor, subject to the Contractor's acceptance of the goods and/or services provided by the Sub-contractor.

## **24 SAFETY OBLIGATIONS**

- 24.1 The Contractor must:
- (a) Provide and maintain, where practicable, a working environment for its employees and members of the public, that is safe and without risk to health and free of hazards.
  - (b) Do all things reasonably necessary to ensure that the Goods and/or Services are provided in a manner that is safe and not likely to cause injury or illness to any person.
  - (c) Ensure Personnel or Subcontractors that may be engaged to perform a service on its behalf will at all times identify and exercise all necessary precautions for the health and safety of all persons including Personnel, Subcontractors and members of the public who may be affected by the provision of Goods and/or Services.

- (d) Perform all relevant functions and fulfil all relevant duties under all relevant WSH Laws required of an employer or otherwise applicable to the role of the Contractor under the Contract including notification of incidents as may be required under WSH Laws.
  - (e) As far as reasonably practicable, comply with and ensure that its Personnel and Subcontractors comply with all relevant WSH Laws applicable to this contract or the performance of the services under this Contract.
- 24.2 Where any injury, property or environmental damage, accident or incident occurs, the Contractor must:
- (a) as soon as practicable, but in any event within 24 hours, notify the Principal in writing of that injury, property damage, accident or incident; and
  - (b) provide the Principal with any further information requested by the Principal.
- All lost time incidents shall be promptly notified to the Principal.
- 24.3 For incidents that are notifiable under any Legal Requirement, the Contractor must provide a report of any such incident within three days, giving complete details of the incident, including results of investigations into its cause, and any recommendations or strategies for prevention in the future. This requirement is in addition to, and independent of, any incident notification duty required by law.
- 24.4 The Contractor acknowledges that if, in performing its obligations under the Contract, its Personnel enter premises under the control of the Principal or the Principal's Personnel they must comply with the Principal's work health and safety policies and procedures and do so at the Contractor's own risk. If the Contractor's work health and safety policies and procedures are more stringent or onerous than the Principal's, compliance is required with those policies and procedures. The Contractor will comply with such procedures or measures that produces the highest level of health and safety.
- 24.5 Without limiting clauses 39.3 to 39.5 (inclusive), any breach by the Contractor of WSH Laws or this clause which gives rise to circumstances which:
- (a) present actual or potential risk of life or serious injury; or
  - (b) are otherwise required to be notified under WSH Laws,
- entitles the Principal to suspend the whole or part of the performance of the Contractor's obligations.

## **25 PROTECTION OF PEOPLE AND PROPERTY**

- 25.1 Insofar as compliance with the requirements of the Contract permits, the Contractor shall:
- (a) provide all things and take all measures necessary to protect people and property;
  - (b) avoid unnecessary interference with the passage of people and vehicles; and
  - (c) prevent nuisance and unreasonable noise and disturbance.
- 25.2 Without limiting the generality of the Contractor's obligations, they include the provision of barricades, guards, fencing, temporary roads, footpaths, warning signs, lighting, traffic flagging, safety helmets and clothing, removal of obstructions and protection of services.
- 25.3 If working hours and working days are not stated elsewhere they shall be as approved by the Principal.

- 25.4 If the Contractor or its Personnel damage property, and services and/or property on or adjacent to the site, the Contractor shall promptly make good the damage and pay any compensation which the law requires the Contractor to pay.
- 25.5 If the Contractor fails to comply with an obligation under this clause, the Principal may, in addition to any other remedy, perform the obligation on the Contractor's behalf and the cost incurred by the Principal shall be a debt due from the Contractor to the Principal.
- 25.6 The Contractor shall take all reasonable steps to minimise disruption to individual land owners and/or occupiers in disconnecting, relocating and reconnecting public utilities, including when requested in writing by the Principal to:
- (a) consult with all affected land owners and/or occupiers to arrange for a mutually acceptable time for the carrying out of such works, at least five business days before the anticipated event; and
  - (b) identify and consulting with any land owner and/or occupier with special requirements regarding continuity of supply of any public utility and taking all measures necessary to satisfy such requirements.

## **26 SUSTAINABLE PROCUREMENT**

- 26.1 The Contractor acknowledges that the Principal supports ethical and environmentally, socially and economically sustainable procurement practices, including the matters contemplated by this clause (**Sustainability Objectives**) and acknowledges that its support of the Sustainability Objectives assists the Member in meeting its own Sustainability Objectives.
- 26.2 The Contractor agrees to use reasonable endeavours to conduct its business and supply the Goods and/or Services in a manner which seeks to support the Sustainability Objectives, which endeavours may include:
- (a) preparing and implementing policies to seek to support the Sustainability Objectives, including providing training to its Personnel regarding such policies;
  - (b) implementing practices which seek to reduce the environmental impact of the Contractor's activities, including:
    - (i) using recycled materials and products;
    - (ii) reducing emissions;
    - (iii) adopting greener energy solutions;
    - (iv) adopting environmentally sustainable design; and
    - (v) reducing wastage;
  - (c) providing employment or training opportunities to individuals with a disability or experiencing disadvantage, and using the services of agencies or other businesses which provide employment or training opportunities to such individuals (such as WA Disability Enterprises and/or Aboriginal Enterprises);
  - (d) sponsoring and supporting local community groups and local community development initiatives;
  - (e) promoting fair workplace practices;
  - (f) promoting workplace health;
  - (g) using services and purchasing products from Western Australian and Australian suppliers and small and medium-sized businesses; and
  - (h) using services and purchasing products that are efficient to operate and have low operating and maintenance costs.

- 26.3 The Contractor agrees to provide the Principal with any reasonably requested information relating to the measures adopted by the Contractor in pursuit of the Sustainability Objectives.
- 26.4 The Contractor agrees to undertake reasonable due diligence and monitoring of its supply chain on an ongoing basis to ensure that materials and services required for the supply of the Goods and/or Services to the Principal are supplied from sustainable sources.

## **27 CONTRACTOR'S PERSONNEL**

- 27.1 The Contractor must, and must ensure its Personnel, when providing the Goods and/or Services:
- (a) comply with all reasonable directions given by the Principal or any person authorised by Law or the Standards and Procedures to give directions to the Contractor in relation to the Goods and/or Services;
  - (b) do not cause any damage, loss or injury to any property or person; and
  - (c) act, in all circumstances and at all times, in a fit and proper manner.
- 27.2 If the Contractor proposes to replace, or have another of its Personnel perform any functions of, any Specified Personnel, it must obtain the prior written approval of the Principal.
- 27.3 The Contractor must provide the Principal with an Australia-wide police clearance in respect of any of its Personnel within 30 Business Days of such a request being made in writing by the Principal to the Contractor.
- 27.4 If any police clearance obtained under clause 27.3 evidences that any of the Contractor's Personnel has committed a criminal offence punishable by imprisonment or detention, the Principal may, without prejudice to its other rights under the Contract, request the Contractor to promptly remove that person from involvement in the provision of the Goods and/or Services, and the Contractor must comply with such a request as soon as possible.
- 27.5 If the Goods and/or Services to be provided by the Contractor involve Child-Related Work or involve the delivery of the Goods and/or Services at a Child-Related Site:
- (a) the Contractor must provide to the Principal an Assessment Notice in respect of all Personnel involved in performing the Child-Related Work, or providing the Services or delivering Goods at the Child-Related Site, before they commence such work; and
  - (b) the Principal may require the Contractor to immediately remove any of the Contractor's Personnel who do not have a current Assessment Notice and the Contractor must comply with such a request as soon as possible.

## **28 REPRESENTATIVES**

- 26.1 Each Party may appoint a Representative, and give them authority, to act on its behalf for the purpose of the Contract within delegation limits advised in writing to the other Party.

## **29 INVOICING AND PAYMENT**

- 29.1 Subject to the Contractor satisfactorily providing the Goods and/or Services, the Principal must pay the Contractor the Contract Price in accordance with this clause 29 and the Contractor's preferred payment methodology (if any) as notified in writing by the Contractor to the Principal.
- 29.2 As soon as reasonably practicable following the end of each month, or at another time or frequency agreed in writing by the Parties, the Contractor must provide to the Principal an

Invoice for the provision of the Goods and/or Services or any delivered or completed part of the Goods and/or Services.

- 29.3 Subject to any right of the Principal to retain, withhold, reduce or set-off any amount due to the Contractor, the Principal must pay all Invoices issued in accordance with this clause within 30 Business Days of issue to the Principal or such other period as agreed in writing by the Parties, except where the Principal disputes the Invoice, in which case, to the extent permitted by any Legal Requirement, the Principal may withhold payment of the disputed part of the relevant Invoice pending resolution of the Dispute.
- 29.4 The Contractor is not entitled to payment for any Disbursements not included in the Contract Price unless prior written notice of the Disbursement was provided to the Principal and the Principal approved the Disbursement in writing.
- 29.5 A payment made pursuant to the Contract is taken to be payment on account and is not proof or admission of the value of the Goods and/or Services provided or that the Goods delivered and/or the Services performed, or any part thereof, were to the Principal's satisfaction.
- 29.6 The Parties agree that failure by the Principal to pay the amount payable at the due time will not be grounds for the Contractor to terminate, invalidate or avoid the Contract.
- 29.7 All invoices must be provided to the Town of Claremont as electronic PDF, not scanned PDF, with a single invoice per PDF. They should be sent to [creditors@claremont.wa.gov.au](mailto:creditors@claremont.wa.gov.au). All invoices must reference an official Town of Claremont purchase order number and itemise the areas where the work was performed. Any invoice which does not reference an official purchase order number will be rejected.

## **30 GOODS AND SERVICES TAX**

- 30.1 Words capitalised in this clause 30 and not otherwise defined have the meaning given in the GST Law.
- 30.2 Where an amount of Consideration is payable for a Taxable Supply made under the Contract (whether that amount is specified or can be calculated in accordance with the Contract), it does not include GST and must be increased by the GST Rate.
- 30.3 The Party making a Taxable Supply under the Contract must issue a Tax Invoice or Adjustment Note to the Recipient in accordance with the GST Law.
- 30.4 If any Party has a right to be reimbursed or indemnified for any cost or expense incurred under the Contract, that right does not include the right to be reimbursed or indemnified for that component of a cost or expense for which the indemnified Party can claim an Input Tax Credit.

## **31 ACCESS TO PRINCIPAL'S PREMISES AND PRINCIPAL'S DOCUMENTS**

- 31.1 The Principal agrees to provide the Contractor with access to the Principal's Premises and Principal's Documents as reasonably required to provide the Goods and/or Services.
- 31.2 The Contractor must only use the Principal's Documents for the sole purpose of providing the Goods and/or Services and must take reasonable security measures to protect the Principal's Documents from unauthorised disclosure or use.
- 31.3 The Contractor acknowledges and agrees that:
- (a) the Principal may need to obtain the consent of third parties to the disclosure of Principal's Documents to the Contractor;
  - (b) the Principal may, acting reasonably, suspend or deny the Contractor's access to the Principal's Premises or Principal's Documents at any time; and

- (c) where the Principal has suspended or denied the Contractor's access to the Principal's Premises or the Principal's Documents, the Contractor shall only be able to gain or regain access upon written notice from the Principal.

## **32 CONFIDENTIALITY**

32.1 In this clause 32 the following terms have the following meanings:

- (a) **'Disclosing Party'** means the Party which has disclosed Confidential Information that is confidential to that Party; and
- (b) **'Receiving Party'** means the Party to whom Confidential Information is disclosed by the Disclosing Party.

32.2 Subject to clause 32.3, the Parties must not:

- (a) disclose Confidential Information to any other person; or
- (b) use Confidential Information except to the extent necessary to fulfil their obligations under the Contract.

32.3 Subject to clause 32.4, a Party may disclose Confidential Information to a third party:

- (a) with the prior consent of the Disclosing Party;
- (b) to the extent required by any Law or applicable securities regulation or rule;
- (c) in connection with any dispute or litigation concerning the Contract or its subject matter;
- (d) to the extent required by any Authority having jurisdiction over the Receiving Party; or
- (e) who is an employee, officer, financier, joint venture partner, related body corporate, contractor, financial adviser, legal adviser or insurer of the Receiving Party, where the disclosure is necessary for the purpose of the Receiving Party performing its obligations, or enforcing its rights, under the Contract.

32.4 Before making a disclosure to a person under clause 32.3, the Receiving Party must:

- (a) inform the entity or person to whom the Confidential Information is being disclosed of the Receiving Party's obligations under the Contract, except where clause 32.3(b) applies;
- (b) notify the Disclosing Party and give the Disclosing Party a reasonable opportunity to take any steps that the Disclosing Party considers necessary to protect the confidentiality of that information; and
- (c) where clause 32.3(e) applies, but with the exception of employees or officers of the Receiving Party, procure that the person or entity executes a deed in favour of the Disclosing Party in a form acceptable to the Disclosing Party, acting reasonably, imposing on the person or entity an undertaking of confidentiality having substantially similar effect as the Contract.

## **33 DATA SECURITY**

33.1 The Contractor must:

- (a) do all things that a reasonable and prudent person or entity would do to ensure that all Principal Data is protected at all times from unauthorised access or use by a third party and from misuse, damage or destruction by any person;

- (b) provide protective measures for the Principal Data that are no less vigorous than accepted industry standards and commensurate with the consequences and probability of unauthorised access to, or use, misuse or loss of, the Principal Data; and
  - (c) either return to the Principal or destroy any Principal Data immediately following the termination of the Contract.
- 33.2 If requested by the Principal, acting reasonably, the Contractor must take out and maintain insurance, to the Principal's reasonable satisfaction, to protect against the risks of a Cyber Incident. Clause 36 shall apply to this insurance with any necessary modifications.

## **34 INTELLECTUAL PROPERTY RIGHTS**

- 34.1 The Contractor warrants that any supply by it of the Goods and/or Services and any designs, documents or methods of working provided by it to the Principal in doing so does not infringe any Intellectual Property Right.
- 34.2 The Contractor shall indemnify the Principal against any Loss resulting from any alleged or actual infringement of any Intellectual Property Right arising from or in connection with the supply of the Goods and/or Services or from any designs, documents or methods of working provided by it to the Principal.
- 34.3 Ownership of a Party's Background Intellectual Property Rights vests in and shall remain vested in that Party.
- 34.4 The Contractor grants to the Principal a royalty-free, perpetual, irrevocable, express, non-exclusive, world-wide licence to use, exercise and sub-license the Contractor's Background Intellectual Property Rights only for the intended purpose of the Contract.
- 34.5 The Principal grants the Contractor a revocable, royalty-free and non-transferable licence to use any Principal's Background Intellectual Property Rights to the extent necessary for the Contractor to supply the Goods and/or Services.
- 34.6 All Intellectual Property Rights (other than the Contractor's Background Intellectual Property Rights) in the designs, documents, materials, equipment or methods of working provided by the Contractor under the Contract will vest in the Principal. The Contractor must do everything necessary to perfect such vesting at the Contractor's cost or as otherwise agreed by the Parties.
- 34.7 The Contractor must ensure that:
- (a) copyright and any other ownership interests or rights in the designs, documents, materials, equipment or methods of working provided by the Contractor under the Contract do not vest in any Sub-contractor of the Contractor or any other third party; and
  - (b) no third party is in a position to successfully assert any moral rights or other proprietary interests in relation to the Goods and/or Services or the Contract contrary to the interests of the Principal.
- 34.8 A Party must not:
- (i) grant any third party access to the other Party's Intellectual Property Rights without that other Party's prior written consent, which may be given in that other Party's discretion; or
  - (j) do or allow to be done, or fail to do, any act that may infringe the other Party's Intellectual Property Rights.

34.9 All payments and royalties payable in respect of any Intellectual Property Rights required in respect of performance of the Contract shall be included in the Contract Price and shall be paid by the Contractor to the person, persons, or body to whom they may be due or payable.

## **35 LIABILITY AND INDEMNITY**

35.1 Subject to the other provisions of this clause 35, the Contractor shall indemnify and keep indemnified the Principal and the Principal's Personnel from and against all Loss (including Consequential Loss) suffered by the Principal or its Personnel arising directly or indirectly from:

- (a) any breach of the Contract by the Contractor;
- (b) any Wilful Misconduct, or a negligent act or omission, by the Contractor or its Personnel;
- (c) any loss or damage to the Principal's premises or property caused by the acts or omissions of the Contractor or its Personnel;
- (d) any claim made by a third party against the Principal or its Personnel, to the extent that the claim arose out of any act or omission of the Contractor or its Personnel; and
- (e) any act or omission of the Contractor or its Personnel that causes the Contractor to breach any Legal Requirement,

except to the extent that the Loss is caused by the Wilful Misconduct or a negligent act or omission of the Principal or its Personnel.

### ***Consequential Loss***

35.2 The Principal will not be liable to the Contractor for any Consequential Loss.

### ***Civil Liability Act***

35.3 Each Party agrees that Part 1F of the Civil Liability Act 2002 (WA), to the extent that the same may be lawfully excluded, is excluded from operation with respect to any Dispute, claim or action brought by one Party against the other Party arising out of or in connection with the Contract and any of the Contractor's Sub-contractors or such Sub-contractors' personnel.

## **36 INSURANCE AND RISK MANAGEMENT**

36.1 The Contractor must:

- (a) procure and maintain the Insurances with the minimum level of cover set out in this Document, or otherwise specified by the Principal in the Principal Request, from insurers having a financial performance rating of at least A- by Standard and Poor's (Australia) Pty Limited, or an equivalent rating from another internationally recognised rating agency, approved by the Principal, which either:
  - (i) carries on business in Australia and is authorised by the Australian Prudential Regulation Authority; or
  - (ii) if an overseas insurer, covers claims lodged and determined in the jurisdiction of Australia, with any limitations regarding this requirement to have been notified to, and approved, by the Principal;
- (b) ensure that its Sub-contractors have appropriate and reasonable insurance (including as to amounts of insurance and type of insurance) for the work or services they may conduct or provide under a sub-contract relating to the provision of the Goods and/or Services to the Principal;



- (c) upon the Principal's written request, provide to the Principal copies of current and updated certificates of insurance for all Insurances, including those of a Sub-contractor;
- (d) inform the Principal in writing immediately if it becomes aware of any actual, threatened or likely claims in connection with the Contract under any of the Insurances, except claims which the Principal may have against the Contractor;
- (e) disclose to the Principal in writing any limitations under an Insurance or other factors relevant to any Insurance which may adversely impact on the provision of the Goods and/or Services by the Contractor or a claim in connection with the Contract;
- (f) pay all premiums and deductibles applicable to any of the Insurances when due;
- (g) promptly reinstate any Insurance required if it lapses or cover is exhausted;
- (h) give the Principal at least 20 Business Days' prior written notice of any cancellation or non-renewal of, or a material alteration to, any of the Insurances; and
- (i) not do any act or omission that would be grounds for an insurer to refuse to pay a claim made under any of the Insurances.

36.2 To the extent possible, at the times of placement or renewal of any Insurances, each Insurance must:

- (a) state that it is governed by the laws of the Commonwealth of Australia and that courts of Australia shall have exclusive jurisdiction to deal with any dispute under the policy; and
- (b) where the Principal is entitled to cover under the Insurance:
  - (i) provide that the Insurance is primary with respect to the interests of the Principal and any other insurance maintained by the Principal is excess to and not contributory with the Insurance;
  - (ii) provide that a notice of claim given to the insurer by an insured under the Insurance must be accepted by the insurer as a notice of claim given by the Principal;
  - (iii) except for compulsory workers' compensation insurance, compulsory third party motor liability insurance and professional indemnity insurance, include a cross-liability provision extending the policy to operate in the same manner as if there was a separate policy of insurance covering each party insured (without increasing the deductibles or reducing the overall limit of indemnity);
  - (iv) provide that, where the Principal is not a named insured, the insurer must waive rights of subrogation against the Principal; and
  - (v) provide that any breach of the conditions of that Insurance by an insured other than a Principal must not in any way prejudice or diminish any rights which the Principal has under that Insurance.

36.3 The Contractor must procure and maintain public liability insurance and product liability insurance which:

- (a) is for an amount not less than \$20 million, or such other amount as specified in the Principal Request, in respect of any one claim, is unlimited in the amount of occurrences and not less than the amount set out in the Principal Request (if any is so specified) in the aggregate during any one 12 month period of insurance;
- (b) covers the liability of the Contractor, its Personnel and the Principal in respect of:
  - (i) loss of, damage to, or loss of use of, any real or personal property; and

- (ii) the bodily injury of, disease or illness (including mental illness) to, or death of, any person (other than liability which is required by any Legal Requirement to be insured under a workers' compensation policy),

arising out of or in connection with the Contractor's performance of the Contract; and

- (c) covers the use of unregistered motor vehicles or unregistered mobile plant and equipment used in connection with the Contract and sudden and accidental pollution.

36.4 Where the Contractor shall be using its own vehicles, plant and equipment in providing the Goods and/or Services, the Contractor must procure and maintain reasonable vehicle and equipment insurance for such vehicles, plant and equipment (**Contractor's Vehicles and Equipment**) (in addition to any compulsory third party motor vehicle insurance), which must:

- (a) cover all loss and/or damage to the Contractor's Vehicles and Equipment;
- (b) cover third party personal injury or death (to the extent not covered by any public and product liability insurance taken out by the Contractor and any compulsory third party motor vehicle insurance) and third party property damage liability involving the Contractor's Vehicles and Equipment;
- (c) be unlimited in the number of occurrences; and
- (d) to the extent available from the insurance market from time to time, contain a principal's indemnity extension in favour of the Principal.

36.5 Unless otherwise agreed in writing by the Principal, the Contractor must procure and maintain workers' compensation insurance as follows:

- (a) the Contractor must insure against liability for death of or injury to persons employed by or deemed by a Legal Requirement to be employed by the Contractor including liability under statute and at common law with a level of cover not less than \$50 million, or such amount as is specified in a Principal Request, in respect of any one event; or
- (b) where the Contractor is a sole trader and has no workers' compensation policy in place, the Contractor must insure against the loss of income and illness by the purchase of an income protection or salary continuance policy.

36.6 Where specified in a Principal Request or otherwise reasonably requested by the Principal, the Contractor must procure and maintain professional indemnity insurance, which must:

- (a) be for not less than \$5 million, or such other amount as is specified in the Principal Request, or otherwise reasonably requested by the Principal in respect of any one claim;
- (b) be for an amount not less than the amount specified in the Principal Request in the aggregate for all claims arising in any one 12 month period of insurance (if an amount is so specified);
- (c) include one full automatic reinstatement of the limit of liability;
- (d) cover liability arising from any act or omission in connection with or arising out of the Contractor's professional activities and duties under the Contract; and
- (e) cover claims under the *Competition and Consumer Act 2010* (Cth), the *Fair Trading Act 2010* (WA) and any similar legislation in any other state or territory, insofar as they relate to the provision of professional advice.

36.7 The Parties acknowledge and agree that:

- (a) the effecting and maintaining of the Insurances by the Contractor does not, in any way, affect or limit the liabilities or obligations of the Contractor under the Contract;
- (b) the Insurances are primary, and not secondary, to the indemnities referred to in this Document and the Principal is not obliged to make a claim or institute proceedings against any insurer under the Insurance before enforcing any of its rights or remedies under such indemnities;
- (c) whenever a claim is made under any of the Insurances, the Contractor is liable for any excess or deductible payable as a consequence;
- (d) the Contractor must not do or omit to do any act that would be grounds for an insurer to refuse to pay a claim made under any of the Insurances;
- (e) nothing in this clause fixes the Principal with notice of the contents of any Insurance policy and must not be raised as a defence to any claim by the Principal against the Contractor; and
- (f) where relevant, the Contractor must provide reasonably requested assistance to the Principal in the preparation and negotiation of insurance claims.

36.8 The Contractor at the discretion of the Principal may be required to provide the Principal with a risk management plan relating to the Contract in accordance with AS/NZS 4360-2009 Risk Management.

### **37 FORCE MAJEURE EVENT**

37.1 A Party must:

- (a) immediately give notice to the other Party of any Force Majeure Event that precludes that Party from partially or wholly complying with any of its obligations under the Contract (**Affected Obligations**); and
- (b) if it gives such a notice, either:
  - (i) to the extent practicable, specify in the notice the length of delay that will result from the Force Majeure Event; or
  - (ii) where it is impracticable to specify the length of delay at the time the notice is delivered, provide the other Party with periodic supplementary notices during the period over which the Force Majeure Event continues.

37.2 The Party's obligation to perform the Affected Obligations is suspended for the duration of the actual delay arising out of the Force Majeure Event.

37.3 The Party whose performance is affected by the Force Majeure Event must use its reasonable endeavours to remove or relieve the Force Majeure Event and to minimise the delay so caused.

37.4 If a Force Majeure Event continues to affect the provision of the Goods and/or Services for the duration of the Force Majeure Event Termination Period, the Principal may terminate the Contract by serving written notice on the Contractor.

### **38 SETTLEMENT OF DISPUTES**

38.1 In the event of a Dispute, a Party may provide a written notice to the other Party identifying the nature of the Dispute and containing enough information to enable the other Party to reasonably understand the facts relevant to the Dispute (**Dispute Notice**).

38.2 Within 15 Business Days of receipt of the Dispute Notice, the Parties may meet to seek to negotiate, in good faith, a resolution to the Dispute.

- 38.3 In the event that the Dispute remains unresolved after the time period referred to in clause 38.2, either Party may, at any time after giving notice to the other Party of its intention to do so, refer the Dispute for mediation in accordance with clause 38.4. There is no requirement for a Party to agree to mediation.
- 38.4 A mediation under this clause shall:
- (a) be conducted by a single mediator to be appointed, in the absence of agreement by the Parties within 5 Business Days after the giving of a notice of intention under clause 38.3, by the Chairperson (or his or her nominee) for the time being of the dispute resolution organisation known as the Resolution Institute;
  - (b) be conducted according to the rules proposed by the appointed mediator; and
  - (c) be conducted during a period of 30 Business Days (or such longer period as the Parties may agree in writing or as directed by the mediator) from the acceptance by the mediator of his or her appointment.
- 38.5 The Parties shall each pay their own costs of the mediation and will each pay half of the mediator's fees and costs.
- 38.6 If the Parties are unable to resolve the Dispute within the mediation period stipulated in, or agreed under, clause 38.4(c), or have elected not to Mediate, either Party may take whatever other action is available to it under the Contract or the Law, including initiating proceedings in a court of competent jurisdiction.
- 38.7 Nothing in this clause 38 precludes a Party from seeking interlocutory relief relative to the subject matter of a Dispute from a court of competent jurisdiction, including the right to seek injunctive relief.

## **39 DEFAULT, SUSPENSION AND TERMINATION FOR BREACH**

### ***Default***

- 39.1 If a Party breaches a provision of the Contract and that breach continues for a period of 5 Business Days, the other Party may provide a written notice to that Party:
- (a) identifying the nature of the alleged breach;
  - (b) requiring the Party to comply with the relevant provision of the Contract; and
  - (c) requiring the Party to remedy the breach in any manner and within a reasonable timeframe specified in the notice.
- 39.2 If a Party breaches or repudiates the Contract, nothing in the Contract prejudices the right of the other Party to recover damages or exercise any other right under the Contract or under any applicable Legal Requirement.

### ***Suspension***

- 39.3 If a Party breaches a provision of the Contract and fails to comply with a written notice issued under clause 39.1, the non-defaulting Party may suspend the performance of its obligations (or any of them) and the defaulting Party's obligations (or any of them) by written notice to the defaulting Party until such time that the breach is remedied to the non-defaulting Party's reasonable satisfaction or the non-defaulting Party otherwise directs that the performance of the Contract is no longer suspended at which point the Parties must promptly recommence the performance of their obligations.

- 39.4 The Contractor must bear any cost it incurs as a result of a suspension under clause 39 and any costs incurred by the Principal as a result of the suspension and any amounts payable by the Contractor under this clause become a debt due to the Principal by the Contractor, where the Contractor is the defaulting Party.
- 39.5 To avoid doubt, if a Party suspends the Contract or any part of it in accordance with clause 39.3, the Completion Date shall not be extended by the period of that suspension, except as otherwise agreed in writing by the Parties.

#### **Termination for breach**

- 39.6 Subject to clause 39.7, without limiting the other circumstances in which the Contract may be terminated, if a Party breaches a provision of the Contract and fails to comply with a notice issued under clause 39.1, then the other Party:
- (a) may give a further notice to the defaulting Party of its intention to terminate the Contract if the breach is not remedied or rectified in accordance with any manner or timeframe specified in the notice; and
  - (b) by a further and final notice in writing to the defaulting Party immediately terminate the Contract if the breach is not remedied or rectified within the timeframe specified in the notice given under clause 39.6(a).
- 39.7 If a Party breaches a material provision of the Contract and that default is incapable of remedy or rectification, the non-defaulting Party may terminate the Contract by written notice to the defaulting Party.

## **40 TERMINATION**

- 40.1 Without limiting the other circumstances in which the Contract may be terminated, if a Party:
- (a) commits an Insolvency Event;
  - (b) assigns or sub-contracts the Contract or any part thereof without any prior written consent of the other Party required by the Contract;
  - (c) or any of its Personnel are found guilty of any criminal act relating to the Goods and/or Services; or
  - (d) includes in its Request Response any statement, representation, description of fact, matter, information or thing which is false, untrue, incorrect or inaccurate, whether known to the Party or not,
- then the other Party may by notice in writing to that Party immediately terminate the Contract.
- 40.2 If the Contract is terminated, the Principal may engage or contract with any person other than the Contractor to provide similar or equivalent goods and/or services to the Goods and/or Services.
- 40.3 Where the Principal terminates the Contract under clauses 39.6, 39.7 or this clause 40, the Principal shall ascertain the amount of all damages and expenses suffered or incurred by the Principal as a result of any of the matters referred to in those clauses and all such amounts may be deducted from amounts then owing to the Contractor or may be recovered by the Principal as a debt due by the Contractor to the Principal.
- 40.4 When the Contract is terminated, the Contractor must:
- (a) promptly return to the Principal or destroy any of the Principal's property or Principal's Documents as directed in writing by the Principal; and
  - (b) if requested by the Principal, co-operate with and assist the Principal to transition the provision of the Goods and/or Services to the Principal or to another contractor

engaged by the Principal, including by complying with the terms of any agreed Transition Plan.

## **41 ASSIGNMENT AND SUBCONTRACTING**

41.1 The Contractor shall not:

- (a) assign all or any part of its rights and obligations under the Contract; or
- (b) sub-contract the whole or any part of the Contract,  
without:
  - (c) the Principal's prior written approval, which must not be unreasonably withheld; and
  - (d) in the case of an assignment under clause 41.1(a) where obligations are to be assigned, the proposed assignee executing a deed in favour of the Principal agreeing to comply with and be bound by the obligations of the Contractor under the Contract.

41.2 To avoid doubt, the Principal's approval to sub-contract does not discharge or release the Contractor from any liability or obligation under the Contract.

## **42 RESTRUCTURE OF THE PRINCIPAL**

40.1 If the Principal is restructured by Law, then the rights and obligations of the Principal under the Contract are assigned to and assumed by the appropriate legal entity as determined by the Principal or the successors of the Principal under the restructure. To avoid doubt, the Contractor may enter into a deed of assignment and assumption with the new legal entity to confirm the assignment and assumption.

## **43 NOTICES**

43.1 Any notice under the Contract shall be in English, in legible writing and signed whether by hand or by electronic signature, and shall be given or served by:

- (a) hand delivery or prepaid post to the address of the receiving Party specified in the Request Response, Letter of Award as applicable, or at such other address as may from time to time be notified in writing to the notifying Party by the receiving Party but in any event to the last notified address; or
- (b) email to the email address of the receiving Party specified in the Request Response, Letter of Award as applicable, or at such other email address as may from time to time be notified in writing to the notifying Party by the receiving Party but in any event to the last notified email address.

43.2 Any notice or other communication is regarded as being given by the notifying Party and received by the receiving Party:

- (a) if by delivery in person, when delivered to the address of the receiving Party;
- (b) if by post, 5 Business Days from and including the date of postage; and
- (c) if sent by email, in accordance with section 14 of the *Electronic Transactions Act 2011* (WA),

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (receiving Party's time), it is regarded as received at 9.00am on the following Business Day.

## 44 GENERAL

### 44.1 Relationship of the Parties

- (a) The Contractor acknowledges and agrees that it is an independent contractor and not an agent of the Principal and that it has no authority to bind the Principal by contract or otherwise.
- (b) Nothing in the Contract creates a partnership, trust or agency between the Parties or imposes any fiduciary duties on either Party in relation to the other, unless expressly stated in this Document.

### 44.2 Promotion and Advertising

- (a) The Contractor must not erect on the site or Principals premise, or permit to be erected on the Site, any sign, advertisement, promotion or other display without the written approval of the Principal or the Principal's Representative.

### 44.3 Severability

Should any part of the Contract be invalid or unenforceable, that part shall be:

- (a) read down, if possible, so as to be valid and enforceable; or
- (b) if it cannot be read down, severed from the Contract to the extent of the invalidity or unenforceability,

and the remainder of the Contract shall not be affected by such invalidity or unenforceability.

### 44.4 Variation to Contract terms

The terms of the Contract shall not be varied except by the written agreement of the Parties.

### 44.5 Waiver

- (a) A Party may only waive a right or power it has under the Contract by written notice to the other Party.
- (b) No forbearance, delay or indulgence by a Party in enforcing a provision of the Contract shall prejudice, restrict or limit the rights of, or the exercise of the powers of, that Party, nor shall any waiver of those rights operate as a waiver of any subsequent breach or of that right or power in the future.

### 44.6 Entire agreement

The Contract embodies the entire agreement between the Parties and supersedes all prior conduct, arrangement, agreements, understandings, quotation requests, representations, warranties, assurances, promises, statements, or negotiations, express or implied, in respect of the subject matter of the Contract.

### 44.7 Rights are cumulative

Subject to any express provision in the Contract to the contrary, the rights of a Party under the Contract are cumulative and are in addition to any other rights of that Party.

### 44.8 Governing Law

The Contract and any Dispute shall be governed by the Laws of the State of Western Australia and the Parties agree that the courts of that State will have exclusive jurisdiction to deal with any Dispute.

# EXECUTION

## Principal

Signed by an authorised person(s) on behalf of the Town of Claremont in accordance with a resolution of the Council passed on **[insert date]**:

sign here ►

\_\_\_\_\_

Chief Executive Officer

print name Liz Ledger

\_\_\_\_\_

## Contractor – where the Contractor is a company

\_\_\_\_\_ )  
**EXECUTED** by **[insert name]** **ACN [insert]** in )  
accordance with section 127(1) of the *Corporations Act* )  
**2001** (Cth):

\_\_\_\_\_ ←  
Director/Secretary/Sole Director-Secretary (signature)  
(Delete whichever is not applicable)

\_\_\_\_\_ ←  
Director/Secretary (signature)  
(Delete whichever is not applicable)

\_\_\_\_\_ ←  
Director/Secretary/Sole Director-Secretary (print full name)  
(Delete whichever is not applicable)

\_\_\_\_\_ ←  
Director/Secretary (print full name)  
(Delete whichever is not applicable)

DATE:



## CONTRACT SPECIFICS

ITEM	DESCRIPTION	CONTRACT SPECIFIC
1.	Contractor's Representative	Address: [insert] Telephone: [insert] Email: [insert]
2.	Principal's Representative	Marty Symmons
3.	Start Date	
4.	End Date	
5.	Additional Period (if applicable)	
6.	Insurances	<p>Insurances must be maintained for the duration of the Contract with the following minimum levels of cover:</p> <p><b>Public liability insurance:</b> the Contractor shall maintain Insurance to a value of \$20,000,000. (clause 36.3).</p> <p><b>Vehicle and equipment insurance:</b> the Contractor shall maintain (clause 36.4).</p> <p><b>Workers' compensation insurance:</b> the Contractor shall maintain insurance in accordance with the <i>Workers' Compensation and Injury Management Act 1981</i> (WA) and to a value of \$50,000,000 (clause 36.5).</p> <p><b>Professional indemnity insurance:</b> the Contractor shall maintain insurance to a value of \$5,000,000 (Clause 36.6).</p>

<b>Work Procedure Name</b>	Discrimination, Harassment and Bullying
<b>Key Sustainability Result Area</b>	Governance & Leadership
<b>Relevant Policy/Delegation</b>	Elimination of Violence, Harassment and Bullying in the Workplace Policy
<b>Other Relevant Documents</b>	<i>Occupational Safety and Health Act 1984</i> <i>Equal Opportunity Act 1984</i> <i>Sex Discrimination Act 1984 (Cth)</i>
<b>Responsibility</b>	Chief Executive Officer
<b>Effective Date</b>	24 February 2020
<b>Last Review Date</b>	1 January 2020
<b>Next Review Dates</b>	1 January 2022

#### **Intent of the Work Procedure**

The Town of Claremont and its employees are committed to providing a working environment where every employee feels safe and is treated equally, fairly and without prejudice.

This Policy applies in the workplace including work outside normal work hours and at any place where you are a representative of the Town of Claremont.

#### **Details**

##### **Unlawful Discrimination**

An employee is directly discriminated against if they are treated less favourably than another person in the same or similar circumstance, because of any one of the grounds of discrimination outlined below.

Indirect discrimination can occur where a practice or requirement is imposed upon all employees; however a high proportion of employees with an attribute cannot comply with, or are affected by, that practice or requirement. The Town of Claremont acknowledges its responsibilities and obligations pursuant to State and Federal equal opportunity and anti-discrimination laws.

The Town of Claremont and its employees acknowledge they are subject to State and Federal equal opportunity and anti-discrimination legislation. The following is a non-exhaustive list of the grounds of discrimination for which it is unlawful to discriminate against an individual:

- Age;
- Family responsibility or status;

- Race or colour;
- Sex including gender identity, sexual orientation and intersex status;
- Physical or mental disability;
- Marital status;
- Political or religious conviction;
- Pregnancy;
- Criminal record;
- Breastfeeding;
- Gender history;
- Impairment;
- National extraction or social origin; and
- Trade union activity.

The *Equal Opportunity Act 1984 (WA)* and the *Sex Discrimination Act 1984 (Cth)* provide that it is unlawful to engage in sexual harassment. Sexual harassment can be defined as any unwelcome conduct of a sexual nature, such as an unwelcome sexual advance or an unwelcome request for sexual favours, in circumstances in which a reasonable person would anticipate that the person harassed would be offended, humiliated or intimidated. It does not matter that the person did not mean to be offensive.

Some examples of sexual harassment include, but are not limited to:

- Physical contact (touching, rubbing, patting, embracing, brushing up against etc.);
- Gestures of a sexual nature;
- Leering or staring;
- Offensive telephone calls, emails, text messages or notes;
- Sexual suggestive jokes or comments;
- Tales of sexual exploits;
- Repeated requests for a date;
- Unwelcome comments or questions about a person's sex life, appearance or dress; and
- Sexually graphic material (poster, calendars, cartoons, graffiti, messages, emails).

### **Bullying**

Bullying is defined as repeated and unreasonable behaviour directed towards an employee or a group of employees that creates a risk to health and safety. Unreasonable behaviour amounts to behaviour that a reasonable person in the circumstances would see as unreasonable including behaviour that is victimising, humiliating, intimidating or threatening.

There are a variety of ways bullying behaviour can occur in the workplace such as verbally, through email or text message or via social media, private messaging groups or apps. Bullying can be directed at an individual employee or a group of employees, and can be

carried out by one or more employees. Bullying can occur between employees, downwards from managers to employees or upwards from employees to supervisors or managers.

Some examples of bullying include, but are not limited to:

- Loud, abusive or offensive language or comments;
- Shouting, yelling and screaming;
- Unjustified criticism and insults;
- Unjustified threats of dismissal or other disciplinary action;
- Acts of sabotaging another's work by withholding information which is required to fulfil tasks;
- Spreading malicious rumours or misinformation;
- Inappropriate comments about an employee's appearance, lifestyle or family;
- Deliberately excluding an employee from workplace meetings or activities;
- Hiding documents or equipment or withholding vital information required for effective work performance;
- Constantly changing targets or work guidelines;
- Overloading an employee with work and impossible deadlines;
- Setting tasks that are unreasonably below or beyond an employee's level of skill;
- Threats of assault or violence or actual violence;
- Teasing and practical jokes; and
- Isolating or ignoring an employee on a constant basis.

#### **Other Behaviours not considered to be Bullying**

The Town of Claremont has a right to take reasonable management action to direct the way in which work is conducted and to give employees lawful and reasonable directions to complete work in a certain manner. Reasonable management action is not workplace bullying.

The Town of Claremont has a right to direct and control how work is performed. Managers have a responsibility to monitor staff and give feedback.

Instructing a person to do a job within their position description or within the scope of the classification level and skill base of the employee is not bullying.

Providing feedback, comments, advice and conducting performance management processes, including negative or constructive feedback is not bullying.

Some examples of reasonable management action include, but are not limited to:

- The establishment and regular use of performance management systems;
- The setting of reasonable performance targets and deadlines;
- Providing employees with constructive feedback or counselling to assist workers to improve their work performance or the standard of their behaviour;

- Issuing a lawful and reasonable direction to an employee to complete a work task;
- Preparing and amending a roster for employees;
- Transferring an employee to a different work location for operational reasons;
- Implementing organisational change;
- Informing an employee about inappropriate behaviour in a confidential manner; and
- Taking disciplinary action against an employee.

Where two or more employees have a difference of opinion and disagree on an issue, this is not usually considered to be workplace bullying.

Additionally behaviour that is a one off occurrence and does not create a risk to health or safety is not bullying.

### **Workplace Violence**

Workplace Violence is any incident where a person is threatened, attacked or physically assaulted. Some examples of workplace violence include, but are not limited to:

- Hitting, shoving, pushing;
- Attacks involving weapons or objects;
- Threats of physical harm.

### **All the Organisation's Employees**

Employees are required to:

- Report any incidents of sexual harassment, discrimination or bullying or workplace violence they may see happening around them to an appropriate manager or supervisor;
- Avoid making reports that are vexatious, malicious or baseless;
- Follow all policies and procedures of the Town of Claremont;
- Ensure they do not victimise any person making a complaint of sexual harassment, discrimination or bullying; and
- Treat all employees fairly and with respect and in accordance with the Code of Conduct.

I, \_\_\_\_\_, have read and understand my duties and obligations under this Procedure.

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

<b>Work Procedure Name</b>	Drug and Alcohol Procedure
<b>Key Sustainability Result Area</b>	Governance & Leadership
<b>Relevant Policy/Delegation</b>	
<b>Other Relevant Documents</b>	Code of Conduct <i>Occupational Safety and Health Act 1984</i> <i>Roads Traffic Act 1974</i>
<b>Responsibility</b>	CEO
<b>Effective Date</b>	24 February 2020
<b>Last Review Date</b>	1 January 2020
<b>Next Review Dates</b>	1 January 2022

### Intent of the Work Procedure

The Town of Claremont and its employees must take all reasonable care not to endanger the safety of themselves or others (including customers) in the workplace. Alcohol and other drug usage becomes an occupational safety and health issue if a worker's ability to exercise judgment, coordination, motor control, concentration and alertness at the workplace is impaired.

### Details

#### The Individual's Responsibility

Under the *Occupational Safety and Health Act 1984 (the OSH Act)*, workers must take reasonable care of their own safety and health and not endanger the safety and health of others at the workplace. The consumption of alcohol and/or drugs while at work is unacceptable, except in relation to any authorised and responsible use of alcohol at workplace social functions. Employees are required to present themselves for work and remain, while at work, capable of performing their work duties safely. An employee who is under the influence of alcohol and/or drugs at the workplace, or is impaired, may face disciplinary action including possible termination of employment.

The Town of Claremont is a smoke, drug and alcohol free workplace.

#### Reporting Requirements

Employees must report to their employer any situation where they genuinely believe that an employee may be affected by alcohol and/or other drugs.

#### Drug Use on the Premises

Employees who buy, take, or sell drugs on Town of Claremont premises or during working hours may be found to have engaged in serious misconduct. Such behaviour may result in disciplinary action up to and including dismissal. Employees who have been prescribed medication/drugs by a medical practitioner that could interfere with their ability to safely carry out their role must inform their manager or Human Resources and disclose any side effects that these medication/drugs may cause.

### **Consumption of Alcohol on the Premises**

Except in situations where the Town of Claremont holds a function on the premises and alcohol is provided, employees must not bring in and/or consume alcohol in the workplace or during working hours.

### **Pre-Employment Medical Tests**

As part of the recruitment selection criteria, preferred candidates for employment positions may be required to attend a medical assessment which includes drug and alcohol testing.

### **Identification of Impairment & Testing**

If the Town of Claremont has reasonable grounds to believe that an employee is affected by drugs and/or alcohol it will take steps to address the issue.

Reasonable grounds may include (but are not limited to), where an employee's coordination appears affected, has red or bloodshot eyes or dilated pupils, smells of alcohol, acts contrary to their normal behaviour, or otherwise appears to be affected by drugs and/or alcohol.

If the Town of Claremont suspects that an employee is under the influence of drugs and/or alcohol it may pursue any or all of the following actions:

- Direct an employee to attend a medical practitioner and submit to a medical assessment to determine whether the employee is fit to safely perform their duties. A medical assessment may include a drug and/or alcohol test;
- Require that an employee undergo drug and alcohol testing administered by a representative of the Town of Claremont;
- Direct an employee to go home.

If an employee refuses to attend a medical examination or refuses to submit to an alcohol or drug test, the employee will be immediately directed to go home. Refusal to attend a medical assessment or refusal to go home constitutes a breach of this policy and may result in disciplinary action being taken against the employee up to and including the termination of employment.

I, \_\_\_\_\_, have read and understand my duties and obligations under this Procedure.

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_



## LG544 Work Health and Safety Policy

### Key Focus Area

Leadership and Governance

### Responsible Directorate

Office of the Chief Executive

### Relevant Council Delegation

Nil

## Purpose

The purpose of this Policy is to demonstrate the Council's commitment to providing and maintaining a safe and healthy workplace for all employees, volunteers, contractors and Elected Members.

## Policy

Council recognises the importance of a safe and healthy working environment in order to achieve the Town's strategic objectives.

Council is committed to providing the budget and resources to achieve the safety and health objectives of the Town.

The CEO will be responsible for:

1. Developing, implementing and maintaining work health and safety systems that comply with the *Work Health and Safety Act 2020*.
2. A work health and safety induction program for new employees and contractors in addition to ongoing training.
3. Developing and maintaining an organisational culture with a high level of safety and health awareness.
4. Empowering employees to identify and report health and safety hazards or incidents
5. Processes to ensure thorough and timely investigations of hazards and/or incidents and identification of opportunities for improvement.
6. Establishment of an WHS Committee which includes employee representatives and a member of the executive team.

### Document Control Box

<b>Business Unit:</b>	Office of the Chief Executive		
<b>Legislation:</b>	<i>Work Health and Safety Act 2020</i>		
<b>Organisational:</b>			
<b>Review Frequency:</b>	Annual	<b>Next Due:</b>	2022
<b>Version #</b>	<b>Decision:</b>	<b>OCM Date:</b>	<b>Resolution Number:</b>
1.	Adopted	5 October 2021	128/21





## **Recordkeeping Responsibilities and You**

The *State Records Act 2000* (the Act) governs recordkeeping within State and local government organizations in Western Australia. Under the Act, every employee of a government organization (including temporary staff and contractors) will have some responsibility for creating and keeping records relating to their work.

### **What is a record?**

A **record** can be defined as any record of information, in any medium, including letters, files, emails, word processed documents, databases, photographs, text messages, and social media posts relevant to the business of the organization. **Government records** are those records created or received by a government organization, or by an employee or contractor in the course of their work for that organization.

### **Why do I need to keep records?**

Records provide evidence of what an organization has done, and why. Keeping records of business activity enables an organization to account for its actions, meet legislative requirements, and make informed and consistent decisions.

### **What are my responsibilities as a government employee?**

**Every employee** of a government organization (including temporary staff, contractors and consultants) has a responsibility to create records of their work for the government organization. While specific responsibilities will differ depending on the work role, employees should ensure that records of their activities, transactions and decisions are captured onto the official record.

### **When should I create a record?**

A record should be created when an activity or transaction takes place, or a decision is made, which relates to the organization's business activity. If you are not sure whether to create a record, **ask yourself:**

- Does the matter relate to my work?
- Did I write, receive or send this in the course of my work?
- Is action required?
- Is this something I have used to do my work or to reach a decision?
- Will I need this information again?
- Will someone else need this information at some stage?

**If the answer is "yes" to any one of these questions, a record should be created.**

### **What do I do with records once they are created?**

Records of business activity should be entered into the organization's official recordkeeping system. By doing this, records relating to particular work matters are kept together and are available for all relevant staff to refer to.

### **How long do I need to keep records?**

Records can only be disposed of in accordance with a disposal authority that has been approved by the State Records Commission. It is illegal to dispose of records unless authorized to do so.

**Further information:** For assistance with recordkeeping responsibilities specific to your work, please contact the Records Manager within your organization **or** the State Records Office on (08) 9427 3661 or via email at [sro@sro.wa.gov.au](mailto:sro@sro.wa.gov.au).



## **Town of Claremont's Safety Induction Manual**

Version Number: 5  
Origin Date: July 2010  
Last Review Date: November 2017

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## 1. Welcome Message

I would like to take this opportunity to welcome you to the Town of Claremont. At the Town of Claremont we consider the employment of every individual to be an important factor in the constant growth of our organisation and we hope that you will become an enthusiastic and valuable member of our team.

We consider our employees to be the most valuable resource available to us, and we encourage the innovative and distinctive ideas that come with staff contribution.

At the Town of Claremont we endeavour to supply all our employees with a safe and healthy work environment in which employees, contractors, customers and visitors are not exposed to hazards. We aim to return employees to their families in the same condition of health as they were when they arrived for work each day.

This manual is intended as a guide to provide you with as much knowledge as possible about the hazards you might face in your day to day work activities and allow you to carry out your duties safely.

Further information regarding your health and safety at work can be obtained from your Manager, or any other member of the management team.

We trust that your experience at the Town of Claremont will be safe, fulfilling and enjoyable. On behalf of the management and staff at the Town of Claremont we would like to welcome you to our team and wish you every success in your future achievements.

Yours sincerely,

Liz Ledger

CEO

### Contact Information

<b>Phone</b>	9285 4300 <b>Fax:</b> 9285 4301
<b>Address</b>	308 Stirling Hwy Claremont WA 6010
<b>E-mail</b>	toc@claremont.wa.gov.au

## 2. Introduction

This manual documents the Town of Claremont's occupational health and safety policies and procedures defining the minimum safety standard expected of all staff, contractors and visitors. Compliance with the information in this manual is compulsory.

The Town of Claremont is committed to implementing and enforcing the policies and procedures of this manual. Non-compliance with these procedures will result in disciplinary action and, dependant on seriousness, in dismissal. If it is found that a person did not clearly understand or misinterpreted the instructions and information, further training or induction will be provided. The CEO or your Manager will record any verbal warnings given. If non-compliance continues written warnings will be given. If inappropriate behaviour continues, the Chief Executive Officer will decide on any action to be taken including possible dismissal.

Employees and contractors should only complete tasks that they have been deemed competent to perform. This usually takes the form of safety related training and accreditation. For example, employees should not operate mobile plant unless they have received appropriate training and are competent to do so. Other safety related training will be provided from time to time as and when required.

This manual requires that a number of activities are completed during the year. Additional information on these activities is provided within this manual.

### 3. Occupational Safety and Health Policy



#### **OCCUPATIONAL SAFETY & HEALTH STATEMENT**

Under the Occupational Safety and Health Act 1984, the Town of Claremont has a legal responsibility to make sure it's workplaces are safe and healthy and its employees are not exposed to hazards. To meet this responsibility, the Town of Claremont has developed OS&H procedures and practices that are consistent with the current OS&H legislation, regulations, codes of practice and appropriate national standards.

The Town of Claremont will ensure that all levels of employees, including senior management, employees, contractors and volunteers, understand their roles and responsibilities in accordance with legislative requirements.

The employer aims to meet their objectives by:

- i. Providing and maintaining workplaces, plant, and systems of work such that, so far as is practicable, the employees are not exposed to hazards;
- ii. Providing such information, instruction, and training to, and supervision of, the employees to enable them to perform their work so they are not exposed to hazards;
- iii. Consulting and cooperating with Safety and Health Representatives and other employees at the workplace regarding occupational safety and health issues;
- iv. Providing employees with personal protective clothing and equipment to assist protect them against those hazards.

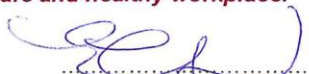
#### **"YOU ARE RESPONSIBLE FOR OS&H"**

Employees, including contractors, volunteers and work experience students are obligated to meet their duty of care by:

- i. Taking care for his or her own health and safety and avoid adversely affecting the safety or health of any other person; by
- ii. Complying with safety and health instructions given by the employer, including the direction to wear personal protective clothing or equipment;
- iii. Reporting hazards, accidents (injuries) and incidents (near misses) in the workplace.

Overall responsibility for implementing the OS&H policy rests with the Chief Executive Officer. The HR Advisor is responsible for initiating and driving safety and health strategies on behalf of the CEO. In addition there is an OSH Committee which consists of OSH representatives from each workplace. Your workplace representative is there to represent you in regard to any OS&H concerns you have, and to assist you in achieving your obligations under the above policy objectives.

***Your contribution to the effective management of health and safety issues is essential in ensuring a safe and healthy workplace.***

  
.....  
Chief Executive Officer

.....  
Employee Name

**Effective date:** December 2013 **Last Review Date:** August 2016 **Next Review Date:** August 2018

### 3.1 Legislation

The Safety and Workers' Compensation legislation applicable to Town of Claremont include the following:

*Occupational Safety and Health Act 1984 and Regulations 1996*

*Workers Compensation and Injury Management Act 1981 and Regulations 1982*

In the Town of Claremont the person responsible for providing Occupational Safety and Health support and advice is the HR Advisor. The person responsible for Injury Management is Executive Manager Corporate & Governance.

The *Occupational Safety and Health Act 1984* requires an Employer to:

- provide and maintain safe workplaces, plant, and systems of work
- provide information, instruction, training and supervision
- consult and co-operate with safety and health representatives and other employees
- provide adequate personal protective equipment (PPE) where it is not practicable to avoid the presence of hazards

The *Occupational Safety and Health Act 1984* requires an Employee to:

- comply with the employers instructions to ensure their own and others safety and health is not jeopardised during the course of work
- use and maintain personal protective equipment
- report to their supervisors any hazards, injuries or accidents
- not to adversely affect the safety and health of another person through any act or omission at work

To ensure consultation and co-operation regarding occupational safety and health issues, regular meetings are held at Town of Claremont to discuss safety. There is an Occupational Safety and Health Committee and safety will be discussed at toolbox meetings and staff meetings. Check with your Manager for details.

### 3.2 Hazard Identification and Reporting

The risk management process of identifying hazards, assessing their risk and implementing appropriate controls is the most effective means to provide and maintain a safe work environment. As required by the Occupational Safety and Health Act 1984, the responsibility for controlling hazards in the workplace lies with the employer and all employees. Where it is not possible for the employee to control the hazard they are to report it to their line management.

All hazards at the Town of Claremont will be identified through the completion of inspections, Job Safety Analysis, and those reported to management by employees, contractors and visitors. Where a hazard is identified a hazard report form should be completed and an assessment will be made on how to control the hazard. The hazard report form should be completed by both the person who identified the hazard and the Manager. The hazard report should document what the hazard is, where it is, who is exposed, the risk of an injury and what action was taken to remove the hazard from the workplace.



Once the hazard has been reported it is to be entered onto the risk register (Refer to Hazard management Register) and tabled at the OSH Committee or toolbox meeting.

These reports will be acted upon immediately and the hazard or incident fully investigated by the Manager and OSH Rep where applicable. Outcomes will be communicated back to employees and contractors.

### **At Risk Behaviour**

If you see someone take a risk with safety:

- Stop
- Talk to them
- Explain the risk
- Explain the safe way

If they ignore you and still take the risk, report it to your Manager.

### **Workplace Hazards**

Anyone who sees something that is unsafe should:

- Fix it – provided you are competent to do so safely
- Make it as safe as you can
- Report the condition to your Supervisor

If you are concerned that a work-area or task poses an immediate risk of severe injury, you may cease work in that area or on that task but you must also report to your Supervisor and remain available for other tasks. If you do not agree with your supervisor about the safety related to a task or area you should discuss the issue with the Safety Co-ordinator.

Accident/Incident/Hazard Report forms may be found on the intranet, under OSH>Documents.

## **3.3 Risk Assessment**

The following procedures are to be followed when identifying safety and health hazards, assessing their risks and implementing risk controls. This procedure can be used to prevent hazards from occurring or reoccurring.

### **Steps in the Risk Management Process**

1. Hazard Identification
2. Risk Assessment
3. Hazard Control
4. Ongoing Evaluation

## 1. Hazard Identification

Hazard identification is the process of identifying hazards in the workplace or for a work procedure. Hazards can be identified in the workplace by observation, report or inspection. Workplace hazards can be included into the following groups:

- **Physical** hazards from physical objects that result in cuts, trips, falls and include noise;
- **Ergonomic** hazards such as lifting and moving materials and inappropriate design of a computer workstation;
- **Chemical** hazards such as toxic gases, noxious fumes and corrosive liquids;
- **Biological** hazards such as infectious diseases;
- **Electrical** hazards from exposed electrical wires; and
- **Radiation** hazards from sun exposure, gauges x-rays.

For further information and assistance in identifying hazards in your work area please consult your Manager. Checklists to assist in the hazard identification process are available from this person. Job Safety Analysis can also be completed to identify workplace hazards (Refer to next section).

## 2. Risk Assessment

Risk assessment is the process of assessing all of the risks associated with each of the hazards identified during the hazard identification process. It involves examining and evaluating the likelihood and severity (or consequence) of the potential outcomes in order to prioritise risks for control.

In assessing the risks, the following essential steps are taken:

1. The probability or likelihood of an incident occurring is evaluated.
2. The severity of the potential consequences is calculated or estimated.
3. Based on these two factors, the risks are assigned a priority for risk control.
4. According to the risk rating defined implement strategies to manage risk.

The following table provides guidance on how to assess the level of risk presented by a hazard.

LIKELIHOOD	CONSEQUENCES				
	Insignificant	Minor	Moderate	Major	Catastrophic
<b>Almost Certain</b>	H	H	E	E	E
<b>Likely</b>	M	H	H	E	E
<b>Possible</b>	L	M	H	E	E
<b>Unlikely</b>	L	L	M	H	E
<b>Rare</b>	L	L	M	H	H

**Legend:**

**Extreme:** extreme risk; cease work immediately; contact Chief Executive Officer; make area safe; immediate action required.

**High:** high risk; Chief Executive Officer attention needed; make area safe; Manager advise employees in area.

**Moderate:** moderate risk; Manager notified; monitor risk level; plan preventative action.

**Low:** low risk; manage by routine procedures

Risk assessments should be documented on the hazard report forms, safety inspection checklists and in the risk register.

### 3. Hazard Control (Hierarchy of Controls)

Risk control provides a means by which hazards can be systematically evaluated against a set of control options (the Hierarchy of Controls) to determine the most effective control method(s). This process involves analysing the data collected during the hazard identification and risk assessment processes, and developing a plan to control the risks identified.

The hazard control process starts by considering the highest ranked risks, working down to the least significant. Each risk should be examined with regard to the "hierarchy of controls". This provides a method of systematically evaluating each risk to determine, firstly, if the hazard can be eliminated, and otherwise, to find the most effective control method for each risk.

The "Hierarchy of Controls" should be used at all times when implementing controls to eliminate the hazard or reduce the risk of a hazard at the Town of Claremont.

#### HIERARCHY OF CONTROLS



- **Eliminate the hazard** – Can the hazard be removed completely?
- **Substitute with a lesser hazard** – Is there a less hazardous process or substance that we can use in place of the present?
- **Isolate the hazard**
- **Use engineering controls to reduce hazard** – Can we reduce the hazard through engineering means such as isolation, guards or improving ventilation?
- **Administrative controls** – Can we implement safe work procedures, signage, training?
- **Personal Protective Equipment (PPE)** – Can employees wear protective clothing and equipment to minimise exposure?

In many cases, it will be necessary to use more than one control method. Back-up controls (such as personal protective equipment and administrative controls) should only be used as a last resort or as a support to other control measures.

### 4. Ongoing Evaluation

Monitoring and review is the final stage in the process. It is the means by which risk management is kept current and effective, as new hazards and those overlooked in the original process are identified and controlled.

Monitoring and review involves the systematic re-implementation of the original steps of:

- Hazard identification
- Risk assessment
- Risk control

This is to ensure that the process was undertaken properly and that, in hindsight, the conclusions were correct:

- Ongoing monitoring of existing risk control measures to assess their effectiveness in light of changes and fluctuations in the workplace.
- Collection of data on any new hazards which may have arisen and the formulation of new control measures.
- Reviewing the risk management process to ensure that all new hazards identified are controlled.

### 3.4 Workplace Inspections

OSH Reps **will** conduct regular safety inspections of their designated areas of responsibility, and liaise with their managers as to the findings, In accordance with the following schedule:

Type of Inspection	Frequency
Informal safety and health checks of workplace by staff member and supervisors.	Daily
Formal workplace inspection by Manager and/or Safety Co-ordinator accompanied by where appropriate	Monthly to Quarterly

Formal inspections should be completed where possible with at least one employee from that work area. 2 checklists for this inspection are provided in folder **Workplace Safety Checklists-** one for office/library inspections, one for depot inspections. Any hazards identified in this inspection should be entered onto the hazard management register. This information is stored in the HR noticeboard on the N drive.

Inspections should preferably take place at the time when exposure to hazards is greatest.

### 3.5 Job Safety Analysis

Job Safety Analysis (JSA) is a way in which a task can be assessed to identify any associated hazards. The process entails examining a work process (eg changing a vehicle tyre), determining what hazards are present in each step and determining methods to reduce these hazards. Priority to conducting a JSA should be given to those tasks that are considered high or extreme risk as detailed by the risk assessment table above. A JSA should be completed as outlined below utilising the JSA form (Refer to form **F3.6 Job Safety Analysis**).

#### **JOB SAFETY ANALYSIS PROCEDURE**

1. Identify the task and establish the context that the task is going to be assessed.
2. Identify the people who should be involved in the JSA (ie people involved in the work activity, management and specialists if required).
3. Identify and prioritise the tasks to be assessed for the formulation of the JSA.
4. List the job in a logical sequence of steps taken to complete the particular task.

5. List any Hazards associated with each step.
6. Make a determination on the most suitable control measure, remembering to analyse its effectiveness and any new risks that may result from the change in operation.
7. Complete the Job Safety Analysis pro-forma.
8. Implement required control options to ensure safe work.
9. After implementation monitor for any new hazards.

### 3.6 Accident (Incident) Investigation and Reporting

As part of its commitment to eliminating hazards in the workplace, so far as is practicable, The Town of Claremont will:

- Ensure that all accidents are thoroughly investigated.
- Ensure that preventative action has been implemented to minimise the likelihood of accident reoccurring.
- Ensure that all accidents occurring at the Town of Claremont are formally reported and appropriate records are maintained.

Employees are required to report all work injuries, no matter how slight, to your Manager. This is to ensure:

- Minor injuries (e.g. cuts or scratches) are treated and infection is prevented.
- Any hazards in the workplace are identified – as next time it may be a serious injury.
- Employees' entitlements to workers' compensation are protected.

You are required to complete an Accident Report (Refer to form **Accident /Incident/Hazard Report Form**) for all injuries that occur at the Town of Claremont. Your Manager and OSH Rep will investigate the accident as soon as possible following the injury or near miss. Following the investigation of the accident the accident details should be forwarded to the Executive Manager Corporate & Governance Services and to Payroll Officer for assessment and filing. All accident reports will be entered onto Hazard Management Register.

### 3.7 Issue Resolution Process

The Town of Claremont recognises that an individual or group of employees from time to time may have a concern about a safety issue. This concern may be in relation to a work procedure or physical problem in the work environment. In such cases it is important that any issue be resolved promptly and that a safe work environment is maintained.

In the event of an individual or group of employees raising a concern, the following procedures shall be followed:

- The concern should be referred to their Manager immediately.
- If the matter cannot be resolved by the Manager the safety issue should be referred to the Safety Co-ordinator.

- Whilst Safety Co-ordinator deals with the issue, there should be a continuation of normal work unless there is an immediate risk of injury.

If the employee or the Manager feels that the issue is still unresolved and there is the opportunity of serious and imminent harm they can report the issue to WorkSafe WA for assistance. Issues should be dealt with in a formal manner and allowance shall be provided to the Town of Claremont to attempt to resolve the issue internally prior to external parties becoming involved.

### 3.8 Purchasing Procedure

Anyone within the Town of Claremont who is involved in buying new products or engaging with contractors for services should consider all safety aspects of the item or services, to ensure that hazards are not introduced to the workplace.

Specifically when engaging with contractors for services it is important to validate that they have the appropriate licences and experience required to perform the task for which they are being engaged.

Consultation shall be undertaken with the relevant employee when new plant/equipment/substances are being purchased for the first time and where there is the potential for significant detrimental impact on health and safety of any person. Factors which should be considered include:

- Manual handling- is the weight (over 16kg without ability to be lifted by 2 people or by machine), shape or size potentially hazardous.
- Chemicals- the least hazardous available, MSDS sheets supplied on purchase
- Ergonomics- Furniture, computers and chairs allow staff to work with minimum of twisting, bending and repetitive movement.
- Noise- Long periods of repeated exposure to workplace noise between 75 and 85 dB(A) (decibels) present a small risk of hearing disability to some people. As noise levels increase, so does the risk. Above 85 dB(A) the risk increases substantially. (Reference- Code of Practice, Managing Noise at Workplaces, 2002, WorkSafe Western Australia Commission). One of the most cost-effective ways of reducing noise in a workplace is to "buy quiet". Purchasing quiet products can reduce noise levels without additional modification to equipment or the workplace.
- Machinery- meets appropriate Australian Standards, is appropriately guarded, can be serviced and maintained easily.

### 3.9 Hire of Equipment

Hazard management procedures for hired equipment, should be the same as those for equipment belonging to the Town of Claremont. Therefore the following should be observed:

- Obtain a copy of the operator's manual from the hirer.
- Perform a pre-start check on the plant or equipment, as per the Town of Claremont procedures for their equipment.
- Determine personal protective equipment required and ensure this is available.

- Any hazards identified with the equipment will be reported to the Supervisor using the Town of Claremont hazard identification procedure. The Supervisor will then liaise with the hire company regarding any maintenance issues. This process will be documented. The equipment will be tagged out and then returned to the hire company if it is not considered safe to operate.
- The officer hiring the equipment will discuss transport arrangements with the hire company, to determine that the trailer/float or other transport arrangements are appropriate for the equipment.
- If the safety provisions of the hire company are not adequate, the Town of Claremont will consider alternative hire companies within the area.

### 3.10 First Aid Procedure

The Town of Claremont has first aid kits located in each workplace (see evacuation plans for details). In the event of an accident requiring first aid, a qualified first aid officer in the Town will be available to assist. A list of all qualified first aid officers and emergency contact numbers is available on the first aid kit. All first aid treatment received is recorded on the booklet within the first aid kit and as incident reports detailed above.

### 3.11 Manual Handling

The Town of Claremont has many tasks that require manual handling which, if not properly managed, have the potential to cause serious injury. In keeping with its commitment to provide a safe work environment, a strategy has been developed that will identify manual handling tasks, assess the risk factors and determine appropriate control measures including relevant training for employees. A manual handling risk assessment can be accessed on the N Drive within the OSH manual, or from your supervisor. This can be used as a tool to identify any manual handling issues in the workplace.

When performing manual handling tasks, employees must follow safe systems of work provided by the Town of Claremont which include:

- Applying safe handling and storage principles;
- Observing weight limits for lifting, loading or carrying loads;
- Use of specialist equipment where possible;

Where it is not practicable to use mechanical lifting devices, the following safe handling principles should be adopted:

- Always plan a manual lift prior to attempting the lift;
- Ensure that the route taken is clear of obstacles or obstructions;
- Check that the load is not too heavy to lift or carry alone. If the load is too heavy, get assistance either from a fellow worker or use a mechanical lifting device;
- If carrying a load with a fellow employee, always keep in step;
- When carrying a load with a fellow employee, always ensure that you tell each other of any action you are about to perform, such as, lowering or adjusting the load;
- Never carry a load that blocks your vision, as you may trip or run into another object; and

- Keep your back straight throughout the lift.

### STEPS OF MANUAL HANDLING

1. Plan your lift – make sure the path is clear at the load is not too heavy.
2. Bend at the knees when picking up the load.
3. Maintain the natural curve of the spine, don't bend your back to pick up the load.
4. Keep a firm grip on the load.
5. Lower the load putting the weight onto your legs by bending your knees.

### Ergonomics

It is important to correctly adjust your computer workstation to avoid sprains and strains when working in the office. For further information see **Workstation Checklist**.

## 3.12 Hazardous Substances Management

Hazardous substances can enter the body by inhalation, swallowing or by absorption through the skin. After exposure to a hazardous substance, a person may take some time to show signs of ill health. Some substances may also have fire and explosion risks.

Material Safety Data Sheets (MSDS) are information sheets that provide advice about the potential health effects, first aid treatment, handling and storage of hazardous substances. These are available from your Manager and are also located at the storage point of the hazardous substance. These sheets must be consulted prior to using a hazardous substance.

If you have a concern about any chemical or hazardous substance used, you should request an MSDS and seek advice from the Manager. Where required, training and instruction will be provided on the correct use, storage handling and transport of hazardous substances and chemicals.

Liquids such as petrol, kerosene, thinners and other flammable substances are a significant fire risk. Care should be taken when handling flammable substances and these should be kept away from ignitions sources at all times.

If a spillage occurs it must be immediately cleaned up and correctly disposed of, in accordance with the MSDS.

If substances are decanted into smaller containers, the containers must be clearly marked to indicate the contents.

The Town of Claremont will maintain a register of all hazardous substances used within the workplace (Refer to the **Hazardous Substance Register on the HR section of the Intranet**). This register will be updated on an as needed basis i.e when a new hazardous substance has been introduced into the workplace. A



hazardous substance risk assessment checklist has also been provided to assess the hazardous substances present in the workplace and record information in relation to location of use, nature of the substance, current controls in place and possible effects (Refer to forms in the **Hazardous Substance Register**).

Any disposal of dangerous or hazardous substances will be conducted in accordance with legislation and the MSDS.

### 3.13 Isolation and Tag-out

Electrical and mechanical isolation of plant must be conducted whenever there is a risk of injury to persons from the inadvertent start up of plant during maintenance, cleaning or repair.

If electrical hazards are identified with plant it is not to be used. Attach an "OUT OF SERVICE" tag. These yellow and black tags are used to prevent accidents relating to plant requiring repairs or alterations. An example of when OUT OF SERVICE TAGS are likely to be used could include a drill with a frayed cord, or a large lathe awaiting repairs.

The other isolation tag relating to plant is the red and white "DANGER" tag. This isolation tag is used to prevent anyone starting up an item of plant while it is being worked on. The connecting circuitry must be disconnected and, if practicable, a locking device such as a padlock, attached. All electrical repairs must be carried out by a qualified person.

#### Tagging Procedure

1. Where an item of plant may expose any person to any hazards if used, maintained or worked on: **The employee shall:**
  - if applicable and safe to do so, turn off the equipment at the power source and ensure all potential sources of energy, which may cause the plant to operate have been isolated.
  - immediately complete and affix the appropriate tag in a prominent position to the item of plant (eg. on main isolation switch).
  - notify the Manager immediately.
2. **The Manager/supervisor shall:**
  - verify that the tagging is completed and affixed.
  - where necessary (and possible) physically remove the plant to a suitable location to ensure the plant is not inadvertently used while tagged.
  - take action to remove the hazard and arrange repair or service
3. **Use of Tagged Plant or Equipment**
  - Employees **SHALL NOT** use or operate any plant or equipment which has an isolation tag attached to it. These tags are to be regarded as a lock. Removal of tags will be managed as a performance issue
4. **Removal of Tag**

- **Danger Tag** – may only be removed by the person who placed the danger tag on the piece of equipment or plant. Removal of tags will be managed as a performance issue
- **Out of Service Tag** – may only be removed by the Manager or the authorised person who repaired the equipment/plant. Removal of tags will be managed as a performance issue

### 3.14 Safe Work Procedures

Safe work procedures will be developed where a hazardous activity is identified and it is determined that a safe work procedure is required to ensure that employees and others are not exposed to hazards. A procedure may be developed for activities such as using plant, handling material, working at heights or other.

The Manager for the work area will consult with the affected employees and will develop the procedure. The following principles should be followed when developing a defined procedure. These include:

- Identifying the work procedure;
- Identifying the people who should be included in the procedures development;
- Identifying the job steps in the work activity/task;
- Identifying the hazards associated with each job step, brainstorm with employees; and
- Determining the most appropriate method of control.

Once developed the procedure should be communicated to all persons that use the equipment or are involved in the work activity. The procedure should also be prominently displayed in the work area.

A Job Safety Analysis form can be used when developing procedures (Refer to form **Job Safety Analysis**).

### 3.15 Specific Workplace Hazards

#### Plant

Working with plant presents specific safety issues in the workplace. Care is required at all times and the following basic safety precautions should be followed:

- All moving machinery is potentially dangerous. Treat it with respect.
- Do not start any machinery in motion or turn on any electricity, gas, steam, air, oil, acid or water unless you are authorised to do so and then only after you have made sure that no one is in a position of danger.
- Machine guards are for protection and must not be removed, or made inoperative, except by authorised persons for the purpose of carrying out repairs and adjustments.
- All guards must be replaced before restarting machinery.
- Repairs in the vicinity of, or to moving parts, must only be carried out with machinery stopped, isolated and locked out.

A pre-start check should be completed daily to ensure the vehicle is operating correctly, and to identify faults at an early stage. These checklists must be given to your Supervisor who can then forward any requests for repairs to the appropriate area eg in-house mechanic, or external provider. There is a

requirement that plant is maintained in accordance with manufacturers and legislative guidelines. It is essential that an adequate record of any maintenance on plant is kept for future record. This can either be accomplished through log books provided with the plant.

### Hand Tools

Common hand tools used in the workplace include drills, hammers, screwdrivers etc. Use of hand tools can result in cuts, bruises and amputations, particularly to the hands, forearms, stomach and upper thigh. Hand tools also present manual handling risks. You must ensure that you use the correct hand tool for the task required, the hand tool is in sound condition and that it is regularly maintained.

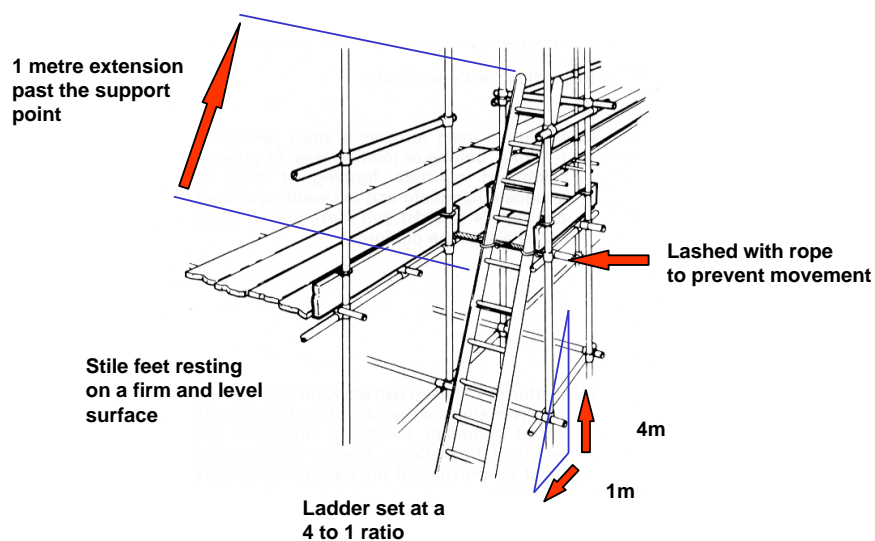
### Use of Ladders

Ladders should be used as a means of access to a work area not as a work platform.

#### DO NOT WORK FROM A LADDER

Always ensure that:

- The ladder is the right height for the task. This will avoid reaching or stretching;
- Metal or wire bound ladders are never placed close to energised “live” power lines;
- The ladder extends at least one metre above the stepping off point;
- The ladder is in good condition and not damaged;
- There is a firm level work platform, free from obstructions to step onto;
- The ladder is securely fixed;
- The ladder is not too close or too far away from the support structure. The distance is 1 to 4. That is, if a ladder is four metres high the distance from the base of the ladder and the support structure is one metre; and
- The ground is firm, stable and level.



## **Working at Heights**

Legislation requires that where there is the likelihood that a person may fall, steps should be taken to reduce the risk. If there is a risk of a person falling, the Town of Claremont will consider all possible means of reducing the risk. This will include:

- The use of scaffolds or other types of working platforms (e.g. elevating work platforms, scissor lifts or cherry pickers);
- Ensuring that ladders are in good condition and used correctly;
- Providing adequate supervision and assistance, if necessary;
- Ensuring that all holes and openings are protected to prevent a person falling;
- Erecting signs or barricading indicating the presence of holes or openings;
- Ensuring that all edges are protected to prevent a person falling; and
- Ensuring that no person walks directly on fragile or brittle roofing material (e.g. asbestos cement (AC) sheeting).

Where it is not practicable to provide some of the above, fall arrest systems and devices must be used. Employees will be trained in the correct use, storage, care and maintenance of fall arrest systems and devices.

All anchorages will be checked to ensure that they can support the load imposed if a person falls.

## **Electrical Safety**

Extreme care must be taken when working with any electrical appliances, equipment, cords etc.

The following electrical rules apply when working for the Town of Claremont :

- Only qualified electrical workers are to carry out electrical work;
- If an electrical fault is noticed, promptly report it to the Supervisor or manager
- All portable electrical equipment is to be tested and tagged prior to use on site and at regular intervals as defined by Australian Standard AS/NZS 3760:2000;
- Electrical appliances, equipment and cords should be inspected prior to use and any damage or faults reported. Damaged equipment must have an "OUT OF SERVICE" tag attached described in the Isolation and Tag-out section above.
- Follow isolation/lock out/tag out procedures when working on plant or machinery;
- If drilling into a wall, ensure that you know the location of electrical cables;
- When working near energised "overhead" power lines, ensure that you maintain a safe distance (at least 3 metres);
- Ensure that tools are properly insulated. Tools with damage to insulation on handles should be replaced;
- When working on equipment connected to an electrical supply, ensure the electrical supply is disconnected by turning off the main switch, removing fuses or turn off circuit breakers and attach a "DANGER" or "OUT OF SERVICE" tag;
- Ensure that you use the correct fire extinguisher for electrical fires; and
- Cords wound onto a reel can overheat when used. Fully unwind the cord before using it.

## Welding and Cutting

- All leads, earths, clamps, welding machines, hoses, gauges, torches and cylinders are inspected before use.
- Ensure that methods are in place to contain sparks and slag.
- Remove all combustible material from around the work area to prevent fire.
- Do not weld inside a closed vessel or tank that has not been properly evacuated or cleaned.
- If necessary use an exhaust system, blower or respirator.
- Always ensure that fire extinguishers are in close proximity or you are aware of the location of extinguishers.
- Check to see if a "Hot Work" permit is required.
- Ensure that hoses or welding leads are protected from damage.
- All work must have a separate and adequate earthing. Earth connections must be made from each welding machine.
- Do not leave welding rods in the holder.
- Always turn off machine when work is finished or when leaving work at the end of a shift.
- Always wear appropriate personal protective equipment (ie. helmet, gloves, footwear, glasses etc).
- Ensure that all leads are adequately insulated from the machine connection to the electrode holder.
- When working in close proximity to others, ensure that precautions are taken to prevent people being exposed to arcs, flashes or fumes eg. welding screens are positioned correctly.
- Ensure gas cylinders are secured at all times whether in storage, transit or use.
- When connecting regulators to cylinders, carefully open the valve slightly and immediately close. This is known as "cracking" and will blow out any foreign particles such as dust or dirt. After regulator is connected, stand to one side of gauge and open cylinder valve slowly.
- Open oxygen cylinder valves wide open.
- Do not exceed 15 psi on the torch side of the regulator when using acetylene.
- When lighting a torch, open the fuel gas valve on the torch before opening the oxygen valve. Use an approved lighter, not matches, cigarette lighters etc.
- Keep oil and grease away from oxygen regulators, hoses and fittings.
- Welding or cutting gas cylinders are not to be taken into enclosed or confined spaces.
- Never leave a torch in an enclosed or confined space because of the potential hazard or leakage.
- Never use oxygen as a substitute for compressed air or other gases.

### 3.16 Personal Protective Equipment

Personal protective equipment is required to be worn when working for the Town of Claremont. Instruction and training will be given on the correct use, care and storage of personal protective equipment and clothing provided.

When working for the Town of Claremont the following personal protective equipment is required in designated areas such as:



- **High visibility vest**
- **Steel capped shoes/boots**
- **Safety glasses**
- **Hearing protection**

### 3.17 Safety Signs

Safety signs advise people of the existence of hazards, provide directions and general information and/or indicate the types of personal protective equipment or clothing required. It is the responsibility of the employee or contractor to adhere to safety signage. Failure to do so may result in disciplinary action, including dismissal.

Signs and notices are not to be removed or interfered with unless authorisation is given. All damage to safety signs will be reported.

Safety signage may include:

- personal protective equipment required;
- areas restricted entry;
- fire fighting appliances and equipment; and
- emergency exits.



### 3.18 Housekeeping

There is an expectation that the employees will keep their area free from rubbish and waste material. It is essential that a high level of housekeeping is maintained to reduce fire risk levels and the occurrence of infestation as well as reduce workplace incidents such as slips and trips. Employees are also asked to keep the lunch room clean and tidy and wash any crockery and utensils used, and use the dishwashers provided.

### 3.19 Training

It is the employer's responsibility to ensure that all employees, and others employed at the workplace, are competent to complete their assigned tasks. To fulfil this requirement the Town of Claremont should have a training plan for each employee/employee group.

All training shall be recorded on a central Training Register; this may be electronic or manual. Copies of the training certificates shall also be placed on the individual personnel files.

### 3.20 Inductions

All new employees are required to complete an induction prior to the commencement of employment with the Town of Claremont. The induction will involve the persons Manager discussing this procedure

manual and new employees completing the Induction Checklist at the end of this manual. Visitors and short term contractors may also require an induction, dependent on the nature of their visit. Visitors in high-risk areas or who are visiting for an extended period of time shall be subject to a full induction.

### 3.21 Smoking in the Workplace

As an employer, the Town of Claremont has a duty to protect the health of all employees from the ill effects of cigarette smoke at work and therefore has a smoke-free environment policy. Accordingly, the following conditions form part of our smoke-free environment policy:

1. Mandatory smoke-free areas include inside all buildings, stairwells, toilets, fire escapes, entrance areas and all vehicles.
2. When smoking outside of the building, please ensure that entrances and exits to the building are not blocked and that cigarette butts are responsibly disposed of. Designated smoking areas have not been specifically set up, but smoking is to be away from doorways and air conditioning entry points or open windows. At the depot smoking is not permitted near the fuel or chemical sheds.
3. Non-compliance with the smoke-free environment policy will be viewed as a serious matter.

Whilst all efforts will be made to help individuals meet the requirements of this policy, the Town of Claremont will take appropriate action, including disciplinary action to ensure all staff comply with this policy.

### 3.22 Fitness for Work

An individual who is in a state (physical, mental and emotional) which enables the employee to perform assigned tasks competently and in a manner which does not compromise or threaten the safety or health of themselves or others is considered fit for work. An individual may be unfit for work for a variety of reasons including the adverse effects of fatigue, stress, alcohol or other drugs and a range of physical and mental health issues.

- The Town of Claremont's policy with regard to Fitness for Work is that all employees must present themselves for work free from the influence of illegal drugs and alcohol. The Town of Claremont has adopted a zero tolerance with regard to alcohol in the workplace. The appropriate disciplinary action will be taken for any breach of the Fitness for Work policy.

Employees are not allowed to bring or consume alcohol or illegal drugs in the workplace. The workplace includes any company vehicles and any premises where employees are representing the Town of Claremont. It is well recognised that drugs and/or alcohol can make any job dangerous.

It can cause:

- impaired eyesight
- slower reaction time
- lessened concentration
- poor judgement
- poor co-ordination.

Illegal drugs are defined as:

- Any drug or derivative thereof whose use, possession, sale, transfer, attempted sale or transfer, manufacture or storage is illegal or regulated under any federal, state or local law or regulation;
- Any drug including, but not limited to, a prescription drug used for any reason other than that prescribed by a medical practitioner; and
- Inhalants used illegally

In the event of a serious accident or incident involving personal injury or damage to property, an investigation by external authorities such as WorkSafe may require employees to undergo a test to determine whether alcohol or illegal drugs were a contributing factor.

Any employee who is under medical instructions to take prescription drugs that might adversely affect safety at work is advised to inform the supervisor prior to commencing work.

Where there is reasonable suspicion that an employee is under the influence of alcohol or illegal drugs Manager may ask that employee to leave the premises and prevent them from working. To ensure their safety, the employee is not to leave the site in control of a vehicle. This may result in another employee driving the affected employee home.



Where alcohol has been provided by the employer for an arranged function the onus is on the employee to drink at a safe level to avoid danger to themselves or others, including driving over the legal alcohol limit. Employees under the age of 18 will not be permitted to consume alcohol at work related functions.

### 3.23 Emergency Procedure

In the event of a fire or an emergency you will be instructed to evacuate. Location of exits, fire extinguishers and assembly area are located on the site map located at prominent positions throughout the workplace.

Obey any direction given to you by management. You should cease whatever you are doing, stop machinery if safe to do so and leave the building by the nearest and safest exit route.

Assemble at the designated assembly area, which is located at:

No 1 Claremont – grassed park area to East of building

Operations Centre - grassed area on Shenton Rd or Football oval.

Museum - park at side of museum.

CCH/Library - garden area at eastern side of town hall.

Swimming Pool - points directly north of front entrance adjacent to Davies Rd, grassed area south side 50m pool.

Golf Course- grassed area near car park

Please remain at the emergency assembly area until given direction to leave the area by the fire brigade, fire wardens or your Manager.

### 3.24 Visitors

The safety of visitors within Town of Claremont premises must be ensured as a requirement of the Occupational Safety and Health Act 1984.

Permission to be on Town of Claremont premises beyond the reception area must be given by an authorised officer.

Visitors must be made aware of the nature of hazards within the workplace. All staff have a responsibility to ensure that all visitors are aware of safety precautions and are wearing equipment that is required for the area they are in.

All staff that are responsible for a visitor must provide basic instructions regarding emergency procedures and are responsible for their visitor during an evacuation. Staff members are to accompany all short stay visitors at all times.

It is essential to ensure that the work environment allows safe access/egress of visitors at all times. This can be achieved by ensuring that all walkways remain clear of obstacles.

Visitors are restricted from entering the depot unaccompanied. Visitors to the depot or road worksites shall wear a high visibility vest or high visibility clothing when on site, except in the depot lunch room/office.

## 4.0 Induction Checklist

**Employee Name:** \_\_\_\_\_

**Start Date:** \_\_\_\_\_

Indicate with a  that the following issues relating to employment at \_\_\_\_\_ have been addressed with the employee. Write N/A where items are not applicable:

**Orientation**

- Shown employee facilities
- Conducted tour of premises
- Introduced to staff
- Phone extension organised -if applicable
- Workstation assigned -if applicable
- Building Access Card – if applicable
- Email Address Organised – if applicable
- Duties and expectations explained
- Provided with copy of Internet & Email Policy & Dress Code
- Given employee info and pay forms


**Occupational Health & Safety**

- Employee Obligations (legislation)
- Hazard Identification and Reporting
- Workplace Inspections
- Job Safety Analysis
- Accident Reporting
- Issue Resolution
- First Aid
- Manual Handling
- Hazardous Substance Management/MSDS
- Isolation and Tagout
- Personal Protective Equipment
- Safety Signs
- Housekeeping
- Smoking Policy
- Fitness for Work (Drugs and Alcohol)
- Emergency Procedures
- Other safety procedures (list)


**Taken through induction by:** \_\_\_\_\_ (Name)

I certify that a complete induction as per the above checklist has been carried out and induction questionnaire completed.

**Employee Signature:** \_\_\_\_\_

**Induction Date:** \_\_\_\_\_

Please return this completed checklist to the HR Advisor for filing.

<b>SAFETY INDUCTION QUESTIONNAIRE FORM</b>	
--	--

Name: ..... Position: .....  
 .....  
 Department: ..... Date: .....  
 .....  
 Inductor Name: ..... Inductor Signature: .....  
 .....

1. Explain your "duty of care" requirements?  
 \_\_\_\_\_
2. What do you do if you have an issue with safety?  
 \_\_\_\_\_
3. What signal informs you to evacuate the building?  
 \_\_\_\_\_
4. Where is your evacuation "muster point"?  
 \_\_\_\_\_
5. What is a Material Safety Data Sheet (MSDS)?  
 \_\_\_\_\_
6. How do you know when to use personal protective equipment (PPE)?  
 \_\_\_\_\_
7. What is the function of the Health and Safety Representative?  
 \_\_\_\_\_  
 \_\_\_\_\_
8. How do you report hazards in the workplace?  
 \_\_\_\_\_  
 \_\_\_\_\_
9. What benefits arise out of conducting risk assessments?  
 \_\_\_\_\_
10. Why is it important to report all accidents and incidents?  
 \_\_\_\_\_
11. When can you refuse to work?  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

This form is to be completed for any Hazard or Incident that may have occurred at a Council workplace within **24 hours**.

The person in charge should consider the actual or potential risk of the Hazard / Incident and where any imminent danger exists undertake a risk assessment and refer to Resolution of WHS Issues Procedure or Regulation.

The Front-Line Supervisor is responsible to make sure:

- the report is completed in full
- an investigation is completed with preventive actions identified
- all recommended actions are completed
- the Person reporting a hazard is to be provided feedback related to actions taken

## Hazard / Incident Details

Type:	
Risk Assessment:	
Name:	
Title:	
Division:	
List other involved parties:	
Date:	
Time:	
Site / Location:	
Supervisor name:	
Date Hazard / Incident reported:	
Factual description of the Hazard / Incident: <i>Describe the hazard / incident in reasonable detail, include pictures, statements, and any related additional information.</i>	
Risk Assessment: Refer Risk Matrix	

Name and contact details of any witnesses if applicable	
Describe any injury or harm to health outcomes that may have occurred and list what medical intervention may have occurred.	

### Investigation Findings

*Environment / Plant / Equipment / Systems / Procedures / Training / Supervision / People*

Root cause/s:	
Other contributing factors:	

### Preventive Actions

*Hierarchy of Controls/Elimination/Substitution/Isolation/Engineering/Administration*

Action	Who	By when

### Hazard / Incident Report Process

- Worker Reports Hazard / Incident.
- Supervisor leads investigation and acts to ensure the workplace is safe.
- Form sent to Manager for checking signoff and saving to TRIM.

- Form sent to HR for consolidation on Hazard / Incident register.
- HR affirms TRIM record, consolidates report to WHS Committee meeting for discussion.
- Hazard or Incidents may also be discussed at staff meetings or similar forums.

### Review and Acceptance

Supervisor name:	
Supervisor signature:	
Date:	

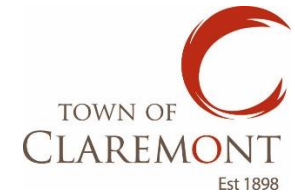
Risk Matrix						
Consequence		Insignificant	Minor	Moderate	Major	Catastrophic
Likelihood		1	2	3	4	5
<b>Almost Certain</b>	5	Moderate (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
<b>Likely</b>	4	Low (4)	Moderate (8)	High (12)	High (16)	Extreme (20)
<b>Possible</b>	3	Low (3)	Moderate (6)	Moderate (9)	High (12)	High (15)
<b>Unlikely</b>	2	Low (2)	Low (4)	Moderate (6)	Moderate (8)	High (10)
<b>Rare</b>	1	Low (1)	Low (2)	Low (3)	Low (4)	Moderate (5)

#### Internal Use Only:

Date Received to HR:

File Number:

**Town of Claremont  
WHS QUESTIONNAIRE**



	Question	Current Year	Current Year Minus 1 Year	Current Year Minus 2 Years
<b>BACKGROUND METRICS</b>	What is the total number of employee hours worked per annum?			
	Total number of *Personnel (as defined in the Contract) at your company?			
	Number of work-related fatalities?			
	Number of injuries resulting in a medical treatment injury or an injury that caused Personnel to miss more than one day away from work?			
	Number of Worksafe Notifiable injuries in the past 5 years?			



	Question	Response	Details Details / References to attachments / example documents / WHS Performance References, recent audits or accreditations (as required)
1.	<p>Has your business been WHS compliant for the last 36 months?</p> <p>If no, please summarise if your organisation and Personnel have received any regulatory citations (Pins, like a Prohibition Notice or Improvement Notice) and have been involved in any regulatory investigations or court litigation related to WHS or Environmental damage , spills or unauthorised discharges in the last 36 months?</p>		
2.	<p>Does your organization have a director / officer responsible for WHS? If so please list their details and role in relation to this contract.</p>		
3.	<p>Do you have a WHS plan? Please supply a copy with associated documentation.</p>		
<p>If you have attached an approved WHS Plan, please proceed to question 14</p>			
4.	<p>Have you identified key WHS risks that may exist in your business and what are they (please list and summarize) as relevant to the work that you wish to tender to perform for the Town of Claremont?</p>		
5.	<p>Do you have a process with which to assess risks and put in place appropriate controls that follow the Worksafe WA Hierarchy of Controls? Please list and summarize those processes</p>		

	Question	Response	Details Details / References to attachments / example documents / WHS Performance References, recent audits or accreditations (as required)
6.	Do you have a Fitness for Work monitoring policy and program? e.g., Drug and alcohol screening		
7.	Do you evaluate the ability of subcontractors to comply with applicable WHS requirements as part of your selection process? If yes, please list and summarize		
8.	Do you have a documented process to identify work-related physical, environmental, or procedural hazards? ( i.e. hazard inspection checklists, hazard reporting process or consultation method for Personnel to report hazards?)		
9.	Do you have a process to ensure that hazards are addressed in a timely manner? Please list and summarize your processes?		
10.	Do you have in place Safe Work Method Statements (SMWS) specific for your work / expertise?		
11.	Do you have a behaviour-based safety process in place? (e.g. Safe / unsafe observations checklists, Safe Start checks or similar)		

	Question	Response	Details Details / References to attachments / example documents / WHS Performance References, recent audits or accreditations (as required)
12.	Do you have a written process to report, investigate, record, and close out incidents, hazards and near misses? If yes, please summarize		
13.	Do you have an emergency response plan and procedure so that, should any emergency event occur on site that you are reasonably able to respond with a timely response (i.e. lists of nearest hospitals / medical providers, dealing with a serious incident like a collapse or plant roll-over.?		
14.	Do all your Personnel where required by regulatory or industry standards have the required qualifications? (Refer to above training related question. This may include Basic Worksite Traffic Management, EWP, Working at Heights, Load shifting tickets, earth moving equipment tickets, Worksafe Construction Safety (White card) etc.		
15.	<p>If you work on a Road Reserve for the Town, you are required to ensure that Personnel are trained and hold a proper Basic Worksite Traffic Management ticket, Traffic Controller ticket etc.. In all instances a Traffic Guidance Scheme or plan is required to be available.</p> <p>Have you ever had to complete a Traffic Management Plan prior, have you ever engaged Traffic Management providers in the past?</p> <p>Are your Personnel trained? Do you have a traffic management plan?</p>		
16.	<p>Do you have trade / qualification training register that tracks licence/ ticket expiry dates?</p> <p><i>Please provide a copy</i></p>		

	Question	Response	Details Details / References to attachments / example documents / WHS Performance References, recent audits or accreditations (as required)
17.	Do you maintain operating equipment to demonstrate that the plant is maintained as fit for purpose ( i.e. maintenance and servicing records) in compliance with regulatory requirements and /or plant manufacturer specification including certification, calibration, maintenance system, etc.?		
18.	Do you issue Personal Protective Equipment (PPE) to Personnel? How do you ensure that all Personnel have the appropriate PPE and that it is fit for purpose before commencing work on site?		
19.	Do you control unauthorized access to site and how will you ensure that the worksite is not accessed by unauthorized personnel?		
20.	How do you manage potential risks to the public arising from your work?		
21.	How do you ensure that the site is maintained with good house-keeping standards?		
22.	Do you have a Covid – 19 Management Plan and if yes please summarize how you would manage a Covid- 19 outbreak or high caseload on your site.		
23.	Do you consult with your Personnel on WHS matters? If yes please list how i.e. toolbox meeting, WHS committee meetings staff meetings		

**Declaration**

I declare that this report is true and accurate and that I am \*authorised to provide this information on behalf of

\_\_\_\_\_.

I understand that the Town of Claremont is relying on the information provided in this questionnaire and a failure to disclose information or provide false information may result in legal action being taken against me personally and/or

\_\_\_\_\_.

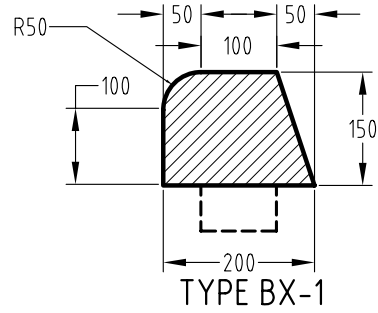
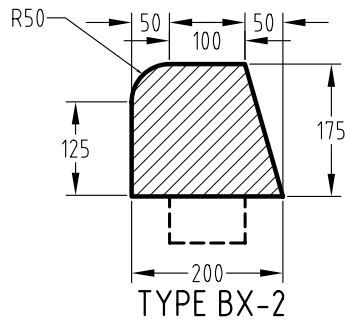
Signed: \_\_\_\_\_

Name: \_\_\_\_\_

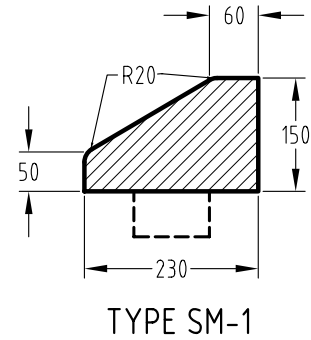
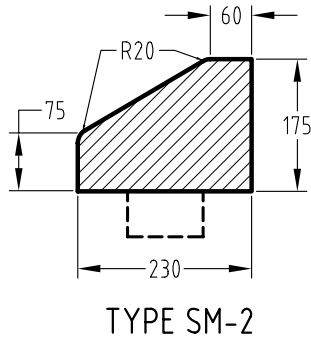
Position /Authority: \_\_\_\_\_

Date: \_\_\_\_\_

# BARRIER

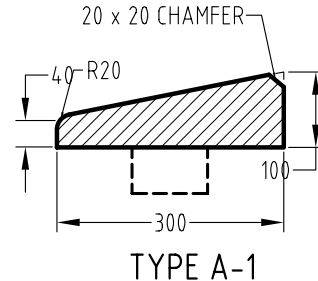
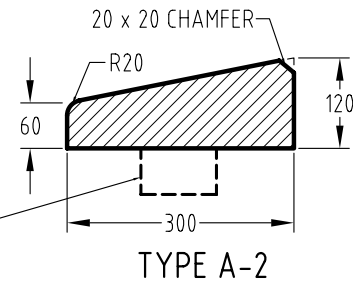


# SEMI - MOUNTABLE



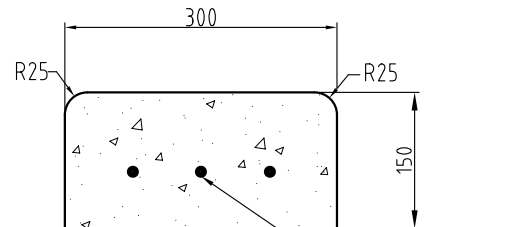
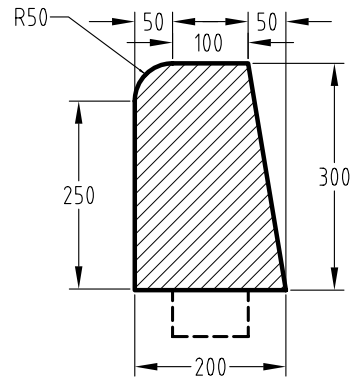
# MOUNTABLE

TYPICAL KEY TO BE PROVIDED ON ALL KERB LAID ON RADII LESS THAN 40m.



## NOTES:

1. CONCRETE USED SHALL DEVELOP A MINIMUM COMPRESSIVE STRENGTH OF 30MPa AT TWENTY-EIGHT DAYS
2. CONTRACTION JOINTS SHALL BE CONSTRUCTED EVERY 2.5m RUN OF KERBING AND SHALL BE 5mm WIDE
3. EXPANSION JOINTS SHALL BE CUT AT 5m INTERVALS AND SHALL BE 10mm WIDE
4. EXPANSION JOINTS TO BE FILLED WITH AN APPROVED BUTYL MASTIC COMPOUND FILLER AND FOAM OR POLYURETHANE BACKING SHALL BE PLACED IN EACH EXPANSION JOINT
5. KERB TYPES IN LEFT COLUMN (TYPES xx2) TO BE USED ON ASPHALT ROADS WHEN LAID ON FORMATION
6. TRANSITIONING FROM ONE KERB TYPE TO ANOTHER MUST BE CONSTRUCTED OVER A MINIMUM OF 1.0m
7. 300 BARRIER IS TO BE USED FOR SPECIAL APPLICATIONS, IE. ROUNDABOUT CENTRES



## COMMERCIAL & RESIDENTIAL FLUSH

TOWN OF CLAREMONT

308 STIRLING HIGHWAY CLAREMONT WESTERN AUSTRALIA



DESIGNED	-	09	SCALE	N.T.S.
DRAWN	-	09	DATUM	
CHECKED	M. MacPHERSON	09	APPROVED	
RECOMMENDED				

STANDARD KERB PROFILES  
AS PER MAIN ROADS WA SPECIFICATIONS  
CONSTRUCTION AND DESIGN DETAIL

SHEET	1	OF	1
DRAWING No.	S0004		
Job No.			

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