

# Agreement for minor supply (WA)

[Insert project number and  
name]

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Select Georgiou Entity(Georgiou)

[Insert name of Supplier] (ABN     ) (Supplier)

Project Document #:

# Agreement for Minor Supply (WA)

## Agreement



This Agreement is made the [insert date] day of Select Month, Select Year			
<b>Between</b>		<b>And:</b>	
Select Georgiou Entity(Georgiou)		[Insert full name of other party] (Supplier)	
		<b>ABN:</b>	[Insert]
<b>Of:</b>	68 Hasler Rd, Osborne Park, WA 6017	<b>Of:</b>	[Insert]
<b>Phone:</b>	[Insert]	<b>Phone:</b>	[Insert]
<b>Facsimile:</b>	[Insert]	<b>Facsimile:</b>	[Insert]
<b>Contact:</b>	[Insert]	<b>Contact:</b>	[Insert]
<b>AGREEMENT DETAILS</b>			
<b>Principal:</b>	[Insert]		
<b>Project:</b>	[Insert Project name and number]		
<b>Head Contract:</b>	[Insert]		
<b>Georgiou Project Manager:</b>	[Insert]		
<b>Supply Item:</b>	Refer to Schedule 2 - Supply Item Description		
<b>Supplier Documentation:</b>	Refer to Schedule 2 - Supply Item Description		
<b>Specification Documents:</b>	Refer to Schedule 3 - Tender and Quotation Documents		
<b>Site Delivery Location:</b>	[Insert delivery location]		
<b>Price:</b>	[Insert]	<b>Payment Terms:</b>	As provided in clause 7
	(Plus GST if applicable)		[Insert]
<b>Contract Program &amp; Delivery Date(s)</b>	Refer to Schedule 5 - Contract Program		
<b>Liquidated Damages:</b>	[Insert]per day		
<b>Payment Security:</b>	[Insert]		
<b>Warranties:</b>	As provided in clause 14		
<b>Special Conditions:</b>	Refer to Schedule 1 - Special Conditions		
<b>INSURANCES</b>	<b>Workers Compensation</b>	<b>Product/Public Liability</b>	<b>Plant and Equipment</b>
<b>Company:</b>	[Insert]	[Insert]	[Insert]
<b>Limit of Cover:</b>	[Insert]	[Insert]	[Insert]
<b>Policy No.:</b>	[Insert]	[Insert]	[Insert]
<b>Expiry Date:</b>	[Insert]	[Insert]	[Insert]

# Agreement for Minor Supply (WA)

## General Conditions

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### 1. Supply Item

- 1) Pursuant to the terms of this Agreement, the Supplier must supply to Georgiou:
  - I. the Item ; and
  - II. the Supplier Documentation (if any).
- 2) The Item supplied pursuant to this Agreement must comply with the Specification Documents.

### 2. Delivery Date(s)

The Supplier must supply the Item and the Supplier Documentation (if any) to Georgiou at the Site by the Delivery Date(s).

### 3. Amendment to Contract Program and Delivery Date(s)

The Supplier acknowledges and agrees that the Contract Program, including the Delivery Date(s), may be subject to amendment by Georgiou (in its absolute discretion) during the term of the Project.

### 4. Delay in Delivery

- 1) If the Supplier is, will be or is likely to be delayed in supplying the Item as a result of any cause beyond the reasonable control of the Supplier, the Supplier must notify Georgiou in writing no later than three (3) days after first becoming aware of the delay.
- 2) A notice issued pursuant to clause 4, 1) must include details of:
  - I. the cause of the delay;
  - II. the estimated length of the delay;
  - III. the activity that was delayed;
  - IV. the Item that was or is likely to be affected; and
  - V. the measures that the Supplier has adopted (or will adopt) to overcome or minimise the consequences of the delay.

### 5. Extension of Time

- 1) Georgiou must grant the Supplier an extension of time to the Delivery Date(s) if such notice is given pursuant to clause 4, 1) and the delay is caused by:
  - I. an act or omission by Georgiou, not being a Variation or a direction for a Variation;
  - II. a direction by Georgiou to carry out a Variation; or
  - III. an event for which an extension of time is claimable by Georgiou pursuant to the Head Contract.

*[Note to Georgiou: This clause will allow the Supplier to require Georgiou to supply information under the Head Contract. Consider whether this is acceptable to Georgiou.Delete this note]*

- 2) No extension of time will be granted in respect of inclement weather or industrial delays.

### 6. Suspension

- 1) Georgiou may at any time direct the Supplier to suspend the supply of Item.
- 2) The Supplier must comply with any direction issued by Georgiou pursuant to clause 6, 1) and must recommence when directed to do so by Georgiou.
- 3) The Supplier will be entitled to recover from Georgiou its reasonable costs as a direct result of complying with the suspension unless the suspension was caused or contributed to by the Supplier.

### 7. Payment

- 1) Georgiou must pay to the Supplier the Price in the following manner:
  - I. Invoices must be submitted by the Supplier to Georgiou by the 20th of the month for the previous month's supply to that date;
  - II. Georgiou must consider the invoice and issue a payment schedule within 14 days;
  - III. Where the payment schedule is less than the invoice Georgiou must provide reasons for the difference; and
  - IV. Payment is due by Georgiou to the Supplier at the end of the following month, unless otherwise stated.
- 2) All payments by Georgiou are on account only.

## Agreement for Minor Supply (WA)

### 8. GST

The parties by signing this Agreement are deemed to have agreed that the following provisions of this clause govern their arrangements in connection with GST, as defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) (GST Act):

- 1) For the purposes of this clause any terms defined by the GST Act shall have the meaning given to those terms under the GST Act.
- 2) The parties acknowledge that all amounts payable pursuant to this Agreement are expressed to be exclusive of GST.
- 3) Without limiting clause 8, 2):
  - I. if an amount payable pursuant to this Agreement is calculated by reference to or relates to a cost, expense liability or similar amount (Liability) incurred by a party, then the Liability must be reduced by the amount of any Input Tax Credit to which that party is entitled in respect of that Liability. The party will be assumed to be entitled to a full Input Tax Credit unless it demonstrates that its entitlement is otherwise prior to the date on which the payment must be made; and
  - II. if an amount payable under this Agreement is calculated by reference to or relates to price, value, sales, revenue or similar amount (Revenue), then the Revenue must be exclusive of GST.
- 4) If there is a Tax Adjustment Amount:
  - I. the Supplier must notify Georgiou in writing at least seven (7) days before any payment is made to the Supplier under this Agreement; and
  - II. the amount payable by Georgiou to the Supplier under this Agreement must be reduced by the amount of any Tax Adjustment Amount.

### 9. Carbon Tax

In this clause, "Carbon Scheme" means the Australian Governments carbon price mechanism established by the Clean Energy Act 2011 (Cth) and associated Acts.

The Supplier Price is deemed to include all costs incurred (or to be incurred) by the Supplier in the performance of the Work under this agreement pursuant to the Carbon Scheme.

The Supplier must not make any claim (pursuant to any clause in the Contract or on any other basis whatsoever) for any amount additional to the Contract Price that is incurred (or is to be incurred) by the Supplier in the performance of the Work under Contract pursuant to the Carbon Scheme.

### 10. Acceptance of Item

- 1) Any item supplied by the Supplier must be accompanied by a notice of acceptance (Delivery Docket) which must be signed by an authorised representative of Georgiou at the point of delivery.
- 2) Georgiou will not be liable to pay for the Item unless the Delivery Docket is first signed by an authorised representative of Georgiou.
- 3) Upon delivery of the Item to the Site, Georgiou will inspect the Item and if the Item:
  - I. complies with the Specification Documents (save for minor defects which in Georgiou's opinion (acting reasonably) do not prevent the Item from being used for its intended purpose) and all Supplier Documentation (if any) and Warranties have been provided, Georgiou must sign an Delivery Docket; or
  - II. does not comply with the Specification Documents, Georgiou must notify the Supplier, giving reasons, that the Item does not comply with the Specification Documents.
- 4) Notwithstanding that the Item does not comply with the Specification Documentation, Georgiou may:
  - I. accept the item, in which case the Price shall be reduced by a sum Georgiou assesses as reasonable to correct any non-compliance; or
  - II. may accept the item and reserves its rights to have the non-compliance rectified at a later stage by the Supplier or, at Georgiou's option by a third party, in either case, at the Supplier's cost.
- 5) A signed Delivery Docket is not an admission that the Item complies with this Agreement.

## Variations

- 1) Georgiou may (in its absolute discretion) vary the quantity and specifications of the Item to be supplied by notice in writing to the Supplier (Variation).
- 2) A Variation pursuant to clause 0, 1) will not invalidate this Agreement.
- 3) The Supplier must not commence a Variation until it receives a Notice to do so from Georgiou.
- 4) The Supplier must comply with such notice issued by Georgiou pursuant to clause 0, 1).
- 5) The Supplier will not be entitled to any payment or compensation for a Variation unless it receives a Notice from Georgiou pursuant to clause 0, 3) prior to the Supplier commencing the Variation.
- 6) The price for the Variation must be agreed between the parties (wherever possible) prior to the performance of the Variation.
- 7) In the absence of agreement, the price for a Variation will be a price determined by Georgiou (acting reasonably).

**[Note to Georgiou: Consider if this is realistic or whether a disagreement on price should go to the dispute resolution procedure. Delete this note.]**

The price for any Variation will be added to or deducted from the Price (as applicable).

## 11. Insurance

- 1) The Supplier bears the risk of any loss of or damage to the Item until delivery to Georgiou.
- 2) Prior to delivery, the Supplier must arrange the insurances described in the Agreement Details in respect of the Item and give Georgiou satisfactory evidence that those insurances have been affected.
- 3) The insurances must be for the amounts stated in the Agreement Details.
- 4) Where appropriate, the insurance policies must have a waiver of subrogation clause, a cross liabilities clause and a settlement of claims on the basis of reinstatement or new replacement value clause.

## 12. Indemnity

**[Note to Georgiou: choose one of the indemnity options- consider the extent of the indemnity required. Option 1 is less broad than Option 2. Delete this note.]**

- 1) Without limiting any other clause of this Agreement, the Supplier indemnifies Georgiou against:
  - I. any liability to or claim by the Principal or any other person; and
  - II. all costs, losses, damages suffered or incurred by Georgiou,
- 2) As a result of the Supplier's breach of this Agreement, or any other act or omission of the Supplier associated with and arising from the supply of the Item, except to the extent such liability, claims, costs, losses or damages are caused by the negligence or wilful act of Georgiou.
- 3) If Georgiou's liability to the Principal is only partly caused by the Supplier's breach of this Agreement, then the amount the Supplier must pay Georgiou will be in proportion to the Supplier's responsibility or contribution to such liability.

**[OR]**

- 1) Without limiting any other clause of this Agreement, the Supplier indemnifies Georgiou against:
  - I. any liability to or claim by the Principal or any other person; and
  - II. all costs, losses, damages suffered or incurred by Georgiou,
- 2) as a result of the Supplier's breach of this Agreement, or any other act or omission of the Supplier associated with and arising from the supply of the Item.

**[Note to Georgiou: Consider the extent of the indemnity required. Option 1 is less broad than Option 2.]**

## 13. Damages for Delay

- 1) If the Supplier fails to deliver the Item by the Delivery Date (as adjusted pursuant to this Agreement), the Supplier must pay Liquidated Damages to Georgiou at the rate stated in the Agreement Details.
- 2) If no rate is stated in the Agreement Details, any losses, costs, expenses or damages incurred by Georgiou as a result of the delay must be paid by the Supplier to Georgiou.
- 3) Georgiou will not be liable to pay the Supplier in respect of any prolongation, acceleration, delay or disruption claim other than as set out in this Agreement unless Georgiou has agreed in writing to do so.

#### **14. Warranties**

- 1) The Supplier warrants that upon delivery, the Item will:
  - I. be free from defects in design, materials and workmanship;
  - II. be maintained by the Supplier in good and safe working condition at the Supplier's own expense;
  - III. conform to the conditions and Specification Documentation of the Agreement; and
  - IV. conform to all applicable laws and regulations to which the Item is subject.
- 2) The warranties set out in clause 15, 1) are in addition to any statutory warranties and manufacturers applicable to the Item.
- 3) The Supplier warrants that its employees or contractors are competent, have the necessary qualifications and skills and are licensed to drive or operate the Item.
- 4) The Supplier must provide Georgiou with the manufacturer's warranties at the time each Item is delivered.

#### **15. Defects**

- 1) If any defects are discovered in the Item, the Supplier must rectify the defects at the Supplier's expense within the time Georgiou instructs the Supplier to do so
- 2) The Supplier must pay any costs and expenses incurred by Georgiou in the administration and supervision of the rectification of the defects.

#### **16. Assignment**

- 1) The Supplier may not assign or subcontract the whole or any part of the Agreement without Georgiou's prior written consent.
- 2) Any approval by Georgiou to assign or sub-let any part of the Agreement or supply of the Item will not relieve the Supplier from any of its obligations pursuant to this Agreement.
- 3) Georgiou may assign or novate its rights or obligations under this Agreement without the consent of the Supplier.

#### **17. Novation to Principal**

- 1) Georgiou may give the Supplier a Notice advising that the Agreement has been novated to the Principal and/or its nominee.
- 2) The novation will not entitle the Supplier to any payment additional to the sum assessed in accordance with the Agreement.
- 3) From the date the Supplier receives a notice pursuant to clause 18, 1) the Supplier agrees:
  - I. to perform all its obligations pursuant to the Agreement as if the Principal or its nominee is a party to the Agreement in place of Georgiou; and
  - II. that it ceases to have any rights against Georgiou under the Agreement.

#### **18. Compliance with Instructions**

- 1) The Supplier must carry out any written instruction Georgiou gives to the Supplier relating to any aspect of the supply of Item.
- 2) The Supplier does not have any right to make a claim against Georgiou for money arising out of any instruction Georgiou gives to the Supplier, unless Georgiou's Project Manager approves the instruction as a Variation pursuant to clause 0 of this Agreement.

#### **19. Set Off**

Georgiou may (in its absolute discretion) set off any of the following amounts against any amount Georgiou owes the Supplier:

- 1) any amount the Supplier is required to pay to Georgiou pursuant to this Agreement;
- 2) any costs Georgiou incurs by doing something the Supplier is required to do but fails to do pursuant to this Agreement;
- 3) any amount the Supplier owes Georgiou pursuant to any other agreement; or
- 4) any amount by which, in Georgiou's opinion, the value of the Item is diminished as a result of the Supplier's failure to comply with this Agreement.

#### **20. Bar on Claims**

Except as set out in this Agreement, the Supplier does not have any right to make a claim for money against Georgiou arising out of or in connection with this Agreement unless the Supplier gives to Georgiou:

- 1) a Notice not later than seven (7) days after the first occurrence of the circumstances on which the claim is based that it intends to make a claim; and
- 2) a further Notice within seven (7) days of the first notice providing detailed particulars of the basis for and the quantification of the claim.

## **21. Default and Termination**

- 1) If in Georgiou's opinion (acting reasonably) the Supplier has failed to comply with any requirement in this Agreement or has not proceeded with the delivery or operation of the Item competently or with reasonable diligence;
  - I. Georgiou may terminate this Agreement; or
  - II. take over all or part of the supply of the Item by giving Notice to the Supplier.
- 2) Georgiou may terminate this Agreement effective immediately by Notice to the Supplier if the Supplier attempts to enter into a composition or arrangement with creditors or any attempt is made to wind the Supplier up, bankrupt the Supplier, make the Supplier insolvent, appoint an administrator or an official manager or receiver for any of the Supplier's property or undertaking, or an execution is levied against the Supplier.
- 3) Notwithstanding any other provisions of this Agreement, Georgiou may elect to terminate this Agreement by giving 14 days Notice to the Supplier.
- 4) If Georgiou terminates this Agreement or takes over all or any part of the supply pursuant to clause 21, 1) or 21, 2):
  - I. Georgiou may immediately suspend any further payments to the Supplier;
  - II. Georgiou may employ other people to carry out all or any part of the work of the Supplier at the Supplier's expense; and
  - III. at no cost to Georgiou, any plant or Item owned by the Supplier may be used by Georgiou.
- 5) If Georgiou terminates this Agreement pursuant to clause 21, 3) and provided the Supplier is not in default, Georgiou must pay the Supplier for Item supplied prior to termination.

## **22. Dispute Resolution**

- 1) If a dispute or difference arises between Georgiou and the Supplier in respect of any fact, act, matter or thing in connection with this Agreement, then either party may give the other party a written notice of dispute identifying the dispute or difference.
- 2) Within 14 days of a party receiving a notice of dispute, Georgiou and the Supplier and/or their delegates must meet and attempt to resolve the dispute in good faith.
- 3) If, within 14 days of the meeting between Georgiou and the Supplier and/or their delegates the dispute or difference is not resolved, either party may require by Notice within seven (7) days after the period stated in clause 22, 2) that the dispute or difference be the subject of a good faith negotiation at a meeting of the senior executives of each party.
- 4) If, within 14 days of the meeting between a senior executive of Georgiou and a senior executive of the Supplier, the dispute or difference is not resolved, a party may provide a mediation notice to the other proposing three mediators who would be suitable to mediate the dispute in Perth, Western Australia.
- 5) The mediator shall then be selected as follows:
  - I. by agreement; or
  - II. if the parties cannot agree on a mediator within seven (7) days of the mediation notice, then either party may request the President of the Institute of Arbitrators and Mediators (IAMA) to appoint a mediator. In making that appointment, the President of IAMA need not appoint any of the mediators proposed by the parties.
- 6) Except as modified by this clause, the mediation will be conducted in accordance with the IAMA Mediation and Conciliation Rules, current at the time the dispute is referred to mediation.
- 7) If, within 14 days of a mediation held in accordance with this clause, the dispute is still not resolved, then, either party may proceed to litigation but nothing in this clause prevents a party from seeking urgent interlocutory relief or commencing proceedings where there is a statutory right to do so.

## **23. Confidentiality**

The Supplier must keep all aspects of this Agreement and all matters arising from the supply of the Item confidential and must not disclose these details to any third party except to the extent necessary to perform the Agreement or required by law, or with the written consent of Georgiou. This obligation

is a continuing obligation and survives for two (2) years after the completion or termination of this Agreement.

#### **24. Notices**

- 1) A notice, demand, consent, approval or communication under this Agreement (Notice) must be:
  - I. in writing;
  - II. signed by a person duly authorised by the sender; and
  - III. hand delivered, sent by prepaid post or facsimile to the recipient's address set out in the details section of this Agreement.
- 2) A Notice given under this Agreement will take effect when it is received (or at any later time specified in the Notice). A Notice is taken to be received:
  - I. if hand delivered, upon delivery;
  - II. if sent by prepaid post:
    - i) within the Perth Metropolitan area, on the second Business Day after the date of posting; or
    - ii) to (or from) outside of the Perth Metropolitan area, on the seventh Business Day after the date of posting;
  - III. if sent by facsimile transmission, when the sender's facsimile system generates a message confirming successful transmission of the entire Notice; or
  - IV. if sent by electronic mail, when the sender receives a read receipt.
- 3) If the delivery, receipt or transmission is not on a Business Day or is after 5.00pm on a Business Day, then the Notice is taken to be received at 9.00am on the next Business Day.
- 4) A party may change its address for service of Notices at any time by giving Notice in writing to the other party.

#### **25. Miscellaneous**

- 1) This Agreement is subject to and is to be construed in accordance with the laws of Western Australia and the parties submit to the non-exclusive jurisdiction of the Courts of Western Australia.
- 2) This Agreement constitutes the entire agreement between the parties and supersedes all previous negotiations and communications.
- 3) There are no other oral or implied understandings, terms or conditions and neither party has relied upon any representation, express or implied, not contained in this Agreement.
- 4) This Agreement may not be varied except in writing, signed by both parties.
- 5) No party may rely on the words or Conduct of any other party as a Waiver of any Right unless the Waiver is in writing and signed by the party granting the Waiver.
- 6) In this clause:
  - I. "Conduct" includes delay in the exercise of a right or failure to exercise a right under the Agreement;
  - II. "Right" means any right arising under or in connection with this Agreement and includes the right to right to rely on this clause;
  - III. "Waiver" includes an election between rights and remedies and conduct which might otherwise give rise to an estoppel whether by way of representation or convention.
- 7) A Waiver by Georgiou of any term or provision of this Agreement will only be taken to have been made if it is expressed in writing and signed.
- 8) The parties agree that if part or all of any provision of this Agreement is illegal or unenforceable it may be severed from this Agreement and the remaining provisions of this Agreement will continue in force.
- 9) Except where expressly provided otherwise, the rights, powers and remedies provided in this Agreement are cumulative with and not exclusive of the rights, powers and remedies provided at law, independently of this Agreement.
- 10) The rights and obligations contained in clauses 11 (Insurance), 12 (Indemnities), 14 (Warranties), 15 (Defects) and 23 (Confidentiality) survive termination of this Agreement.

#### **26. National Code of Practice for the Construction Industry**

- 1) The Supplier must comply with the National Code of Practice for the Construction Industry (Code) and the Australian Government Implementation Guidelines for the National Code of Practice for



the Construction Industry, August 2009 (Guidelines). Copies of the Code and Guidelines are available at [deewr.gov.au/building](http://deewr.gov.au/building).

- 2) Compliance with the Code and Guidelines shall not relieve the Supplier from responsibility to perform the Agreement, or from liability for any defect in the items supplied arising from compliance with the Code and Guidelines.
- 3) Where a change in the Agreement is proposed and that change would affect compliance with the Code and Guidelines, the Supplier must submit a report to Georgiou and the Commonwealth specifying the extent to which the Supplier's compliance with the Code and Guidelines will be affected

## END OF GENERAL CONDITIONS

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# Schedule 1 - Special Conditions

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## 1. PERSONAL PROPERTY SECURITIES ACT 2009 (CTH)

- 1) The words 'Accession', 'Commingle', 'Financing Statement', 'Grantor', 'Personal Property', 'Proceeds', 'Security Interest' and 'Verification Statement' have the meanings given to them in the Personal Property Securities Act 2009 (Cth) (PPSA).
- 2) The parties acknowledge that this Agreement may constitute a Security Interest in favour of Georgiou.
- 3) If Georgiou determines that this Agreement (or a transaction in connection with it, including the Item itself) is or contains a Security Interest, the Supplier agrees to do anything (including obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which Georgiou asks and considers necessary for the purposes of:
  - I. ensuring that the Security Interest is enforceable, perfected and otherwise effective;
  - II. enabling Georgiou to apply for any registration, complete any Financing Statement or give any notification, in connection with the Security Interest; or
  - III. enabling Georgiou to exercise rights in connection with the Security Interest.
- 4) Georgiou is not required to give any notice under the PPSA (including notice of a Verification Statement) unless the notice is required by the PPSA to be given (even though the parties have waived the right to receive notice).
- 5) The Supplier must notify Georgiou as soon as the Supplier becomes aware of any of the following:
  - I. if any Personal Property which does not form part of Georgiou's Personal Property becomes an Accession to Georgiou's Personal Property and is subject to a Security Interest in favour of a third party;
  - II. if any of Georgiou's Personal Property is located or situated outside Australia or, upon request by Georgiou, of the present location or situation of any of Georgiou's Personal Property; or
  - III. if the Supplier parts with possession of Georgiou's Personal Property.
- 6) The Supplier must not:
  - I. create any Security Interest or lien over any Personal Property that Georgiou has an interest in (other than Security Interests granted in favour of Georgiou);
  - II. sell, lease or dispose of its interest in Personal Property that Georgiou has a Security Interest in;
  - III. give possession of the Supplier's Personal Property that Georgiou has a Security Interest or Georgiou's Personal Property to another person except where Georgiou expressly authorises it to do so;
  - IV. permit any of Georgiou's Personal Property to become an Accession to or Commingle with any asset that is not part of the Item or any land not under Georgiou's ownership or control; or

- V. change its name without first giving Georgiou 15 Business Days notice of the new name or relocate its principal place of business outside Australia or change its place of registration or incorporation.
- 7) Everything the Supplier is required to do under this clause is at the Supplier's expense.
- 8) Neither Georgiou nor the Supplier will disclose information of the kind mentioned in section 275(1) of the PPSA and the Supplier will not authorise, and will ensure that no other party authorises, the disclosure of such information. This clause does not prevent disclosure where such disclosure is required under section 275 of the PPSA because of the operation of section 275(7) (b), (d) and (e) of the PPSA.'

## **2. HSEQ REQUIREMENTS**

While working on or in connection with a Georgiou worksite the supplier is required to work in accordance with Georgiou systems and processes. The Supplier is responsible for ensuring any other party engaged to supply on behalf of the Supplier in connection with this Agreement are made aware of and work in accordance with the Georgiou systems and processes.

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

The minimum personal protective equipment on a Georgiou construction site shall be:

- Hard hat
- Safety boots with non slip soles and toe protection; persons working on uneven and soft surfaces, e.g. civil construction sites, shall be required to wear lace-up safety boots
- High visibility vest (if shirt /jacket is not high visibility)
- Safety glasses
- Site personnel shall be expected to carry in their possession, at all times, suitable protective gloves for the job they are performing
- Long sleeve shirts
- Trousers
- UV protected eyewear
- Sunscreen lotion

### **2) Induction**

Where work is of a continuous nature then the Supplier Representative may be required to undertake the Project/Facility site specific HSEQ induction prior to accessing the site at their cost. If it is deemed that the Supplier Representative is not required to attend a site induction then they shall be accompanied on site at all times. It is recommended that persons requiring induction contact the site to make arrangement prior to attending site.

### **3) Training and Competency**

The Supplier is responsible for providing suitably competent persons to perform their contracted tasks. If the supplier has attended the site induction and will access the site unsupervised they shall be required to hold a Construction Safety Awareness card and carry it on their person at all times.

### **4) Supplier Plant & Equipment Requirements**

All plant and equipment brought to site by the Supplier shall:

- Be fit for purpose

- Undergo a compliance inspection prior to commencement. Georgiou's GC-HSE-FRM016 Site Plant/Equipment Compliance Checklist may be completed and submitted as evidence of this requirement
- Provide evidence of current insurances including and not limited to motor vehicle, workers compensation and public liability insurance
- Have an operator's manual relevant to the item of plant and which is to be kept with the plant
- Undergo and record daily maintenance inspections
- Be serviced as per the manufacturer's specification. Georgiou's GC-HSE-FRM057 Subcontractor Service Report may be completed and submitted as evidence of this requirement
- Have any defects identified promptly repaired. Non compliant Plant/Equipment that poses a risk to Health or Safety will be tagged with an Out of Service tag or removed from site
- In regard to electrical equipment, be tagged by a licensed person using the National colour coding system
- In regard to lifting equipment, be tagged with a current Safe Working Load

The Supplier shall be able to provide Georgiou upon request documented evidence that the above requirements have been met.

#### **5) Pre-starts Meetings**

Where work is of a continuous nature then the Supplier Representatives must attend the morning pre-start at the designated site start time. If unable to attend at the designated time the Supplier Representative is to read the pre-start meeting minutes and sign on to the attendance sheet as evidence that these have been read and understood.

In all other instances the Supplier Representatives will be required to report to the Georgiou site office and contact the site supervisor.

#### **6) Toolbox Meetings**

Supplier Representatives shall attend the Project's/Facility toolbox meetings as requested by Georgiou.

#### **7) HSEQ Management Meetings**

The Supplier shall provide a representative to attend the Project's/Facility monthly HSEQ Management Meeting as requested by Georgiou.

#### **8) Risk/ Hazard Management**

The Supplier Representative shall be required to complete Take 5 as directed by site management in accordance with GC-HSE-ST016 Risk and Operational Control Standard and report hazards when identified.

#### **9) Incident Reporting & Investigation Procedures**

The Supplier Representative shall report all incidents and injuries immediately to Georgiou Management and shall be required to participate in incident investigations where that incident occurs in their area of work.

#### **10) Hazardous and Dangerous Substances**

Supplier owned or controlled hazardous and dangerous substances shall be registered on site. Suppliers shall only bring hazardous or dangerous substances onto site if they have:

- Been authorised by the site's management to do so
- Provided the Georgiou site a copy of a Material Safety Data Sheet (MSDS) for the substance
- Provided the Georgiou site with the volume/ quantity of the substance
- An appropriate storage facility available for the storage of the substance

- Completed a risk assessment on the use of the substance, which may be done as part of the JHA

#### 11) Emergency Response

Supplier Representative's will be required to participate, on the day, in any on site emergency response drills. The site management shall inform them of any drills to be conducted and their required participation.

#### 12) Fitness for Work

- The Supplier shall ensure their personnel present themselves in a fit and healthy state at all times for the duties they are required to perform
- The Supplier shall provide any medical information to Georgiou in regard to their personnel entering a Georgiou site that may impede their ability to perform their work, or place themselves or others at risk or should be known in the event of an emergency
- The Supplier Representative shall abide by Georgiou's 0% Breath Alcohol limit when on site and shall consent to testing to verify compliance as required. Personnel recording a positive result to testing shall be removed from site at the Suppliers expense. Personnel who return a positive test shall not be allowed to return to site without the Project/Facility Manager's consent.
- The Suppliers personnel shall not enter a Georgiou site under the influence of illegal drugs or substances and shall consent to testing to verify compliance as required. Personnel recording a positive result to testing shall be removed from site at the Suppliers expense. Personnel who return a positive test shall not be allowed to return to site without the Project/Facility Manager's consent.
- No Supplier personnel shall possess, use, consume, distribute or sell alcohol, illicit or non-prescribed drugs or misuse prescribed medication while on a Georgiou site.

#### 13) Workplace Inspections and Audits

The Supplier shall be required to participate in workplace inspections and audits as requested by Georgiou. The Supplier also agrees that they may be subject to a Georgiou Audit conducted on their business as requested by Georgiou.

### 3. OTHER SPECIAL CONDITIONS

*[Insert other Special Conditions as applicable. Delete this note]*

# Schedule 2- Supply Items and Specifications

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*[Insert Schedule or write in this space "NOT USED" Delete this note]*

# Schedule 3- Tender and Quotation Documents

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*[Insert Schedule or write in this space "NOT USED" Delete this note]*

# Schedule 4 - Delivery Schedule

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*[Insert Schedule or write in this space "NOT USED" Delete this note]*



# Signing Page

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EXECUTED BY THE PARTIES AS AN AGREEMENT:

**Executed by Select Georgiou Entity**



\_\_\_\_\_  
Signature of Authorised Person

\_\_\_\_\_  
Signature of Authorised Person

\_\_\_\_\_  
Name of Authorised Person (print)

\_\_\_\_\_  
Name of Authorised Person

**Executed by [Insert Supplier Name]  
(ABN [Insert])**in accordance with  
section 127 of the Corporations Act by  
authority of its directors



\_\_\_\_\_  
Signature of director

\_\_\_\_\_  
Signature of director/company secretary

(Please delete as applicable)

\_\_\_\_\_  
Name of director (print)

\_\_\_\_\_  
Name of director/company secretary (print)