

Plant Hire Agreement Particulars

Project No: (insert)

Project: (insert)

Agreement No: (insert)

This document constitutes a Plant Hire Agreement dated //20..... between:

Hire Company details:

Organisation: (insert)
 Mobile: (insert)
 Email: (insert)
 Address: (insert)

ABN/ACN: (insert)
 Contact: (insert)
 Ph: (insert)
 Fax: (insert)

Hirer details:

Organisation: Shamrock Civil Engineering Pty Ltd
 Mobile: (insert)
 Email: (insert)
 Address: 195 Cobalt Street, Carole Park, QLD 4300

ABN/ACN: 68 066 655 856
 Contact: (insert)
 Ph: (insert)
 Fax: (insert)

IT IS AGREED

1. The Plant Hire Agreement consists of the following documents in order of precedence:
 - a) This Formal Instrument of Plant Hire Agreement and Agreement Particulars;
 - b) Order Particulars;
 - c) Part C – Special Conditions;
 - d) Part B – Wet/Dry Hire Conditions;
 - e) Part A – General Conditions;
 - f) Part D – Schedule of Rates;
 - g) Part E – General Site Safety Rules;
 - h) Part F – Plant Compliance Declaration;
 - i) Part G – Inspection Checklist;
 - j) Part H – Statutory Declaration;
 - k) Part I – Undertaking of Compliance;
 - l) Part J – Statement of Final Contract Price; and
 - m) Part K – Agreement to Issue Recipient Created Tax Invoices.
2. If the Hire Company is two or more persons then they are jointly and severally liable for the performance of the Hire Company.
3. The documents comprising the Plant Hire Agreement constitutes and entire agreement between the parties and superseded all previous representation, communication or documentation that may have passed between the parties prior to its execution.

Term of Agreement	[INSERT] months from date of Agreement
Hirer's Representative	Name: (insert)
	Address: (insert)
	Phone: (insert)
	Fax: (insert)
	Email: (insert)
Hire Company's Representative	Name: (insert)

Plant Hire Agreement Particulars

Project No: (insert)	Project: (insert)	Agreement No: (insert)
	Address: (insert)	
	Phone: (insert)	
	Fax: (insert)	
	Email: (insert)	
Fax Point	07 3727 1279	
Progress Claim Date	One per month during the Term of the Agreement submitted 2 Business Days after the submission of the Payment Claim Documentation, but not before the (insert) of the month, and at the Expiration Date. Hire Fee to be claimed up to date of the payment claim.	
Payment Claim Documentation	(insert)	
Relevant Hirer's Policies and Rules which must be complied with	(insert)	
Jurisdiction	[Queensland]	

Executed as an agreement

EXECUTED by [INSERT] (ACN) (insert) in accordance)
with section 127 of the Corporations Act:)
)

.....
Signature of authorised representative

.....
Signature of witness

.....
Name of authorised representative

.....
Name of witness

Plant Hire Agreement Particulars

Project No: (insert) Project: (insert) Agreement No: (insert)

EXECUTED by SHAMROCK CIVIL ENGINEERING PTY)
LTD (ACN 066 655 856) in accordance with)
section 127 of the Corporations Act:)

.....
Signature of Director

.....
Signature of Director/Secretary

.....
Name of Director

.....
Name of Director/Secretary

Date: [insert]
Hire Order



SHAMROCK CIVIL
 Safe • Sustainable • Smart • Solutions

Hire Order #: [INSERT]

Project: [INSERT]

Page: 1

Vendor: [insert]
 of [insert]
 Attention: [insert]
 ABN: [insert]
 Email: [insert]

Date Ordered: [insert]
 Ordered by: [insert]
 Delivery Date: [insert]
 Hire Term: [insert]
 Hire Type: [Wet/Dry]

SCE:	Shamrock Civil Engineering Pty Ltd	Ship to:	[INSERT SITE ADDRESS]
	195 Cobalt Street		
	Carole Park, QLD, 4300		
	Phone: (07) 3727 1100	Via:	[INSERT DELIVERY INSTRUCTIONS]
	Fax: (07) 3879 4100		

Item	Phase Code	Description	UM	Units	Unit Cost	Total
1		Remove existing polyblades & install 40mm	LS	0.000	0.00000	4,300.00
Order Value						4,300.00
GST (if applicable)						430.00
Maximum Order Value (incl.GST):						4,730.00

[NOTE:

Cost Report output to include detailed description of plant or equipment.

Price to include reference to Schedule of Rates under Hire Agreement or as otherwise agreed.

Any special conditions e.g. any additional Delay Events, , additional insurances etc, are to be included in 'Comments/exclusion' field in Cost Report output]

SHAMROCK CIVIL ENGINEERING PTY LTD
 195 Cobalt Street, Carole Park, Qld 4300
 P.O. Box 207
 Carole Park, Qld 4300
 Ph: (07) 3727 1100
 Fax: (07) 3879 4100
 A.B.N. 68 066 655 856
 shamrock@shamrockcivil.com.au

Authorized Signature: _____

Position: _____

Vendor Signature: _____

THIS HIRE ORDER IS ISSUED UNDER THE PLANT HIRE AGREEMENT BETWEEN THE VENDOR AND SCE FOR PROJECT [INSERT]

Order Particulars

Part A

General Conditions

1 Definitions and Interpretation

1.1 Definitions

In this Agreement, unless the context clearly indicates otherwise:

- Agreement** means this Plant Hire Agreement between the Hirer and the Hire Company;
- Address for Notices** means the address of each party identified as the address for service of notices in the Plant Hire Agreement Particulars;
- Business Day** means any day that is not a Saturday, Sunday, gazetted public holiday or bank holiday at the Hirer's Site, or 27, 28, 29 30 or 31 December, and concludes at 5 pm on that day;
- Claim** means any claim, right of action or demand (or similar legal entitlement), in any jurisdiction, including but not limited to at law, in tort (including negligence), under statute, in equity including quantum meruit or restitution based on unjust enrichment, for rectification, frustration or for any other legal or equitable remedy;
- Commencement Date** means the first day of the Hire Term;
- Corporations Act** means the *Corporations Act 2001* (Cth);
- Dry Hire** means where the Hire Company is not responsible for the provision of an operator for the Plant or Equipment, as indicated in a Hire Order;
- Expiration Date** means the last day of the Hire Term;
- Fax Point** means the central facsimile address for each progress claim and the Final Payment Claim stated in the Plant Hire Agreement Particulars;
- Final Payment Claim** means the Final Payment Claim referred to in subclause 4.4;
- GST** means any form of goods and services tax payable under GST Law;
- GST Law** means the *A New Tax System (Goods and Services Tax) Act 1999* (Cth);
- Hire Company** means the Hire Company as described in the Plant Hire Agreement Particulars; and
- Hire Company's Representative** means any person nominated by the Hire Company to be its representative as notified to the Hirer in the Plant Hire Agreement Particulars, or from time to time;
- Hire Fee** means those fees and associated fees payable by the Hirer for the hire of the Equipment, as indicated in a Hire Order;
- Hirer** means the Hirer described in the Plant Hire Agreement Particulars;
- Hirer's Representative** means any person nominated by the Hirer to be its representative, as notified to the Hire Company in the Plant Hire Agreement Particulars, or from time to time;
- Hirer's Site** means the Hirer's Site to which the Plant or Equipment is to be delivered, erected and commissioned by the Hire Company as identified in the Hire Order;
- Hire Order** means the completed hire order contained in the Form of Hire Order;
- Hire Term** is the period of time for hire identified in the Hire Order;
- Invoice Period** means the date upon which the Hire Company will give the Hirer an invoice for the payment of the Hire Fee identified in the Plant Hire Agreement Particulars;

Part A

General Conditions

Legislative Requirements	includes Acts, ordinances, regulations, by-laws, orders, awards, Australian Standards, codes of practice, proclamations, certificates, licences, consents, permits, approvals, recognised conventions and requirements of organisations having jurisdiction where the Plant or Equipment is collected, stored, transported, erected, dismantled or used;
Manufacturer's Guidelines	means the manufacturer's guidelines for the safe use and operation of the Plant or Equipment (including maintenance manuals, operator's instructions and log books);
Operator	means any person who is an employee, agent or contractor of the Hire Company and whose Services are provided to the Hirer;
Payments Act	means the <i>Building and Construction Industry Payments Act 2004</i> (Qld);
Period of Hire	means the period for which the Hirer is to hire the Equipment identified in the Hire Order;
Plant or Equipment	means the plant or equipment for hire from the Hire Company to the Hirer and described in a Hire Order;
Pre-Start Inspection	means the inspection of the Equipment in accordance with the Manufacturer's Guidelines;
Progress Claim Date	means the dates identified in the Plant Hire Agreement Particulars;
Quality Management Plan	means any quality management plan prepared for use on the Hirer's Site;
RCTI	means a recipient created tax invoice created in accordance with the GST Law and the requirements contained in Tax Ruling GST R2000/10 (as amended from time to time);
Schedule of Rates	means the rates specified at Part D;
Services	means the operation of the Plant or Equipment by an Operator;
Specifications and Standards	means the specifications and applicable standards described in a Hire Order;
Subcontractor	means a subcontractor or sub-supplier of the Hire Company;
Wet Hire	means where the Hire Company is responsible for the provision of an Operator for the Plant or Equipment, as indicated in a Hire Order; and
Work Health and Safety Legislation	means the <i>Work Health and Safety Act 2011</i> (Qld).

2 General

2.1 Term

This Agreement commences on the Commencement Date and concludes on the Expiration Date. The parties agree that the Expiration Date may be extended by mutual agreement. Unless otherwise agreed, the rates for all Plant or Equipment are fixed at the rates contained in the Schedule of Rates during this Agreement.

Notwithstanding the above, any hire of Plant or Equipment by the Hire Company to the Hirer prior to the finalisation and execution of this Agreement shall be subject to the terms of the Agreement.

2.2 Agreement

The Agreement shall be governed in accordance with the laws of the place nominated in the Hire Order.

2.3 Subcontracting

The Hire Company shall not subcontract any part of the work under this Agreement without the prior written approval of the Hirer.

Part A

General Conditions

Where the Hire Company has subcontracted the whole or part of this Agreement, the Hire Company continues to be liable for the Hire Company's obligations under the Agreement and to the Hirer for the acts and omissions of any Subcontractors or Subcontractor's personnel as if they were the Hire Company's acts or omissions.

2.4 Hire Company's obligations

The Hire Company's obligations under this Agreement include:

- (a) hiring out the Plant or Equipment identified in a Hire Order that is issued under this Agreement, and in accordance with any conditions contained in a Hire Order, which shall take precedence over these General Conditions;
- (b) pre-delivery washing and cleaning of the Plant or Equipment to weed and seed standard; including a "Weed Hygiene Declaration" in the form required by SCE.
- (c) delivery and commissioning of the Plant or Equipment such that it is ready and available for use at the Hirer's Site on the Commencement Date;
- (d) decommissioning, dismantling and transport off the Hirer's Site of the Plant or Equipment on the Expiration Date;
- (e) delivery and transport of the Plant or Equipment to and from the Hirer's Site, erecting and dismantling the Plant or Equipment, collecting the Plant or Equipment and all associated activities;
- (f) if the Plant or Equipment requires any associated equipment for its use, for example brick cages, slings, dog boxes or other similar items including radio communication systems, the Hire Company shall supply such items to the Hirer on request at no additional cost;
- (g) ensuring that the Hire Company's personnel entering the project's premises perform in a safe manner and are properly qualified for, and skilled in, the performance of their tasks and are of such character as not to prejudice:
 - (i) safe working practices;
 - (ii) safety legislation;
 - (iii) safety and care of property including the environment; or
 - (iv) continuity of work.
- (h) not causing or threatening to cause pollution, contamination and environmental harm of, on, under or outside the Hirer's Site;
- (i) to not do, or omit to do, anything in breach of its obligations under this Agreement which may cause the Hirer to be in breach of its obligations under any contract, licence, approval or conditions of any kind; and
- (j) to remedy and make good, all pollution, contamination and environmental harm arising from the performance of the Services on, under or outside the Hirer's Site.

2.5 Hirer's obligations

In consideration for the supply of the Plant or Equipment, the Hirer shall pay the Hire Company the Hire Fees specified in each Hire Order for each piece of Plant or Equipment.

2.6 Mobilisation and Demobilisation

Mobilisation and demobilisation is paid on the initial mobilisation and final demobilisation at the applicable rate in the Schedule of Rates. If Plant or Equipment is removed from the Hirer's Site for any reason at the Hire Company's own preference, for example, for servicing, repairs, other work contracts, or other stand down periods, no additional mobilisation or demobilisation rates will be charged to the Hirer.

If more than one Hirer's Site is specified, transportation between Hirer's Sites is included within the rates of hire unless specifically noted in the Schedule of Rates of this Agreement.

2.7 Servicing and maintenance of Plant or Equipment

Daily service shall consist of one (1) visual inspection per shift of oils, grease, coolant and lubricants per item of Plant or Equipment and the supply of necessary labour, plant and materials to top up.

All other servicing, including minor, major, routine and servicing referred to above, includes the supply of necessary labour, plant and materials to carry out the servicing and maintenance. The Hire Company will be responsible for all such servicing and maintenance which is necessary to keep the Plant or Equipment in a properly maintained and operable state and is to be conducted in line with warranty requirements and Manufacturer's Guidelines.

Part A

General Conditions

The Hire Company is responsible for all servicing associated with fair wear and tear of the Plant or Equipment, including in relation to tyres and ground engaging tools.

If it is necessary to repair the Plant or Equipment and the need for repair is not the Hirer's responsibility under this Agreement, the Hirer may at its sole discretion:

- (a) carry out the repairs at the Hire Company's cost (and deduct the cost of the repairs from any amount due to the Hire Company under this Agreement or otherwise); or
- (b) require the Hire Company to repair the Plant or Equipment at the Hire Company's cost by the time specified by the Hirer; or
- (c) vary the Agreement to exclude the item of Plant or Equipment requiring repair from its operation.

2.8 Wet Hire and Dry Hire specific requirements

The Hire Company shall comply with the relevant provisions of the Wet/Dry Hire Conditions in Part B as identified in the Hire Order for each piece of Plant or Equipment.

2.9 Extension and Termination

Operation periods may vary at the discretion of the Hirer. The parties may extend the Expiration Date and adjust the Hire Fees for any Plant or Equipment by agreement, and unless otherwise agreed in writing, any such extension of the Hire Term shall be on the same terms and conditions as applied to the original Hire Term under the relevant Hire Order.

Where an Expiration Date has been extended, the Expiration Date shall be deemed to have been amended to that extended date.

The Hirer may terminate this Agreement at any time by giving two (2) days notice to the Hire Company, in which case the Hirer will be liable to pay the Hire Fees to the date of termination and shall have no further liability to pay the Hire Company under or otherwise in connection with this Agreement or arising out of the hire of the Plant or Equipment, including any claim for loss of profit as either indirect or consequential losses howsoever arising.

3 Stand Down

A notice of stand down may be given by the Superintendent verbally, to be confirmed on the day docket for the day of the notice. The stand down will be effective for the next day unless specifically noted otherwise by the Superintendent on the docket, with a reason given for the stand down on the docket. There is no Standby Rate unless stated otherwise in the Schedule of Rates at Part D.

The day is deemed a wet day if notified to the Hire Company as described in the Schedule of Rates at Part D. The day docket for the day should note any wet weather stand down.

4 Invoicing and Payments

4.1 Precondition to progress claims

It is a precondition to a reference date arising under the Payments Act, and to the Hire Company becoming entitled to make a progress claim under this clause, that the Hire Company executes both the Formal Instrument of Agreement and this Agreement and submits the Payment Claim Documentation, which is as follows:

- (a) a duly executed Undertaking of Compliance in Part I, in the applicable form;
- (b) a Statutory Declaration in the form in Part H with each Payment Claim;
- (c) evidence of the insurances required under clause 4.5;
- (d) in relation to the Final Payment Claim, a completed and executed Statement of Final Contract Price in the form in Part J; and
- (e) all other information reasonably requested by the Hirer in the Plant Hire Agreement Particulars.

4.2 Progress claims

The Hire Company shall submit progress claims on the Progress Claim Date. Each progress claim shall be given in writing to the Hirer and shall include details of the hire of Plant or Equipment under the Agreement and may include details of other moneys then due to the Hire Company pursuant to provisions of the Agreement.

A progress claim shall include details of the fees associated with the hire of the Plant or Equipment and provision of operator (if applicable).

Part A

General Conditions

Additionally, a progress claim issued by the Hire Company pursuant to the Payments Act shall be served to the Fax Point.

If a progress claim is delivered prior to the Progress Claim Date it will be invalid and must be resubmitted on or after the Progress Claim Date.

For the avoidance of doubt, a reference date under the Payments Act shall not arise following the time for making the Final Payment Claim under subclause 4.4.

4.3 Progress certificates

The Contactor shall within 10 Business Days after receipt of a progress claim, issue to the Hire Company a payment schedule which:

- (a) identifies the progress claim to which it relates;
- (b) states the amount of the payment, if any, that the Hirer proposes to make (**Scheduled Amount**); and
- (c) if the Scheduled Amount is less than the claimed amount, state why the Scheduled Amount is less, and if it is less because the Hirer is withholding payment for any reason, the Hirer's reason for withholding payment.

The Hirer will within 25 Business Days of the receipt of a progress claim, make payment of the amount that is set out in the payment schedule. Where the amount in the payment schedule is different from the amount in the progress claim, the Hirer shall document the difference.

4.4 Final Payment Claim and final certificate

Within 10 Business Days of the Expiration Date or Hire Company demobilising from the Hirer's Site (whichever is the earlier), the Hire Company shall submit to the Hirer:

- (a) a written final payment claim endorsed 'Final Payment Claim' being a progress claim together with all other claims whatsoever in connection with the subject matter of the Agreement; and
- (b) an executed Statement of Final Contract Price in the form in Part J.

The completion, execution and delivery to the Hirer of the Statement of Final Contract Price shall be a precondition to payment of the Final Payment Claim. The Hirer is entitled to withhold payment in full until the Statement of Final Contract Price is completed, executed and delivered.

The Hire Company releases the Hirer from, and shall indemnify the Hirer against, any claim not included in the Final Payment Claim.

Within 10 Business Days of receipt of the Final Payment Claim, the Hirer shall issue to the Hire Company a final certificate evidencing the moneys finally due and payable between the Hire Company and the Hirer on any account whatsoever in connection with the subject matter of the Agreement.

Within 25 Business Days of receipt of the Final Payment Claim, the Hirer shall pay the amount stated in the final certificate to the Hire Company.

The final certificate shall be conclusive evidence of accord and satisfaction, and in discharge of each party's obligations in connection with the subject matter of the Agreement except for:

- (a) fraud or dishonesty relating to the Agreement or any part thereof or to any matter dealt with in the final certificate;
- (b) any accidental or erroneous inclusion or exclusion of any work or figures in any computation or an arithmetical error in any computation; and
- (c) unresolved issues the subject of any notice of dispute pursuant to clause 16, served before the 7th day after the issue of the final certificate.

Where the value of the Final Payment Claim is in dispute, the Hire Company unequivocally agrees that it shall not be entitled to payment regardless of any order, judgment or certificate obtained, until a signed Statement of Final Contract Price has been received by the Hirer in the form contained in Part J. The onus shall be on the Hire Company to agree the Final Payment figures with the Hirer and to comply with the provisions of this Agreement to enable the Hirer to make payment. The Hire Company shall hold harmless and fully indemnify the Hirer for the Hire Company's failure to do so and any costs incurred in defending the Hire Company's claim and obtaining the required documentation to satisfy this clause.

The Hirer's preferred method of payment is by electronic funds transfer. Bank account details are to be noted on the invoices submitted.

Part A

General Conditions

4.5 Set-offs by the Hirer

Without limiting the Hirer's rights under any other provision of the Agreement and notwithstanding the provision of or issue of any progress certificate or payment schedule by the Hirer, the Hirer may deduct from any moneys due to the Hire Company, including amounts payable under a progress certificate or payment schedule, any debt due from the Hire Company to the Hirer or any bona fide Claim which the Hirer may have against the Hire Company whether or not the debt or Claim arises by way of damages, debt, restitution or under the Agreement or otherwise.

The provisions of this subclause 4.5 will survive the expiration or termination of this Agreement.

5 Registration and Insurance

The Hire Company shall ensure that at all times during the period of hire the Plant or Equipment is registered and insured as may be required by law and by this Agreement. The Hire Company must provide the following certificates of currency for all insurances prior to the commencement of hire:

- (a) Workers Compensation for all workers, regardless of whether Operators are provided under this Agreement;
- (b) Plant and Motor Vehicle insurance; and
- (c) Public and Products Liability insurance.

5.1 Workers Compensation Insurance

The Hire Company must ensure that it maintains workers compensation insurance to cover liability for death or injury as required by statute or common law to persons employed by the Hire Company. The Hire Company shall ensure that this obligation extends to all of its Subcontractors.

5.2 Plant and Motor Vehicle Insurance

Plant and motor insurance cover provided by the Hire Company must provide cover for the indemnities of the Hire Company under this Agreement, noting the Hirer as an interested party.

Subject to insurance, the risk of loss or damage to the Plant or Equipment shall belong to the Hire Company until the Hirer collects the Plant or Equipment or the Plant or Equipment is delivered to it, as the case may be, and until the Plant or Equipment is due to be collected from it or is redelivered by the Hirer to the Hire Company, as the case may be.

5.3 Public and Products Liability Insurance

Public and Products Liability insurance cover provided by the Hire Company must:

- (a) provide cover for the indemnities of the Hire Company under this Agreement, noting the Hirer as an interested party; and
- (b) have a minimum limit of cover of \$20,000,000.

6 Health & Safety

6.1 Work Health and Safety

The Hire Company shall be responsible for ensuring that the Hire Company and its employees, agents, and Subcontractors act in accordance with all Legislative Requirements including those pursuant to the Work Health and Safety Legislation, relevant advisory standards and codes of practice.

Without limiting the generality of clause 7, the preceding paragraph and subclauses 6.2 and 6.3, the Hire Company shall comply with all Legislative Requirements, codes of practice, and standards in relation to work health and safety and the General Site Safety Rules contained in Part E.

The Hire Company must consult, cooperate and coordinate with the Hirer and any other persons on the Hirer's Site that have a work health and safety duty.

The Hire Company shall provide:

- (a) safe systems of work;
- (b) adequate facilities in compliance with Legislative Requirements for the welfare of all persons at any workplace under the control or management of the Hire Company; and
- (c) information, instruction, training and supervision reasonably necessary to ensure that all of its employees and employees of its Subcontractors are:

Part A

General Conditions

- (i) aware of the content of the Hirer's work health and safety management plan; and
- (ii) safe from injury and risks to safety, health and welfare.

In connection with this Agreement, the Hire Company shall instruct its employees and Subcontractors to:

- (a) follow safe work practices and procedures at all times;
- (b) take reasonable care for their own safety; and
- (c) take reasonable care for the health and safety of anyone else who may be affected by anything that they do or fail to do,

If requested by the Hirer, the Hire Company shall provide information about the Hire Company's work health and safety systems and those of its Subcontractors.

The Hire Company shall ensure that all its employees and Subcontractors have completed an induction prior to commencement on Hirer's Site as required by the Hirer.

The Hire Company is not entitled to claim any additional cost or expense, any adjustment to the amount it is entitled to be paid, or to make any Claim in connection with complying with this clause.

The Hire Company indemnifies the Hirer against all Claims made against the Hirer, or losses, damages, costs or expenses (including but not limited to legal costs on a solicitor and own client basis) which the Hirer suffers or incurs arising out of or in connection with a breach or alleged breach of the Hire Company's obligations under this clause and any action, proceeding, investigation or allegation of a breach by Queensland Workplace Health and Safety (or similar authority in the relevant Jurisdiction).

6.2 Directions

Hire Company must carry out reasonable directions provided by the Hirer on safety matters immediately at the Hire Company's cost. All persons required to work on site must:

- (a) produce their Construction Induction Card (National Accredited or Qld);
- (b) produce their Nationally Accredited Certificate of Competency;
- (c) attend a site specific project induction;
- (d) attend a daily prestart meeting and sign on to the prestart;
- (e) attend a site tool box meeting and other meetings as required by management; and
- (f) conduct a task risk assessment for the work to be performed on site.

6.3 Minimum Safety Equipment Requirements

The following applies to all hired Plant or Equipment, including delivery vehicles, which are required to be on site:

- (a) The Hire Company is required to supply their employees with the following personal protective equipment:
 - (i) safety helmets less than two years old at the date of issue;
 - (ii) safety glasses or prescription safety glasses that comply with the Australian Standards;
 - (iii) high visibility clothing or vest (orange);
 - (iv) long sleeve shirts (orange);
 - (v) long trousers; and
 - (vi) safety boots that comply with the Australian Standards.
- (b) All mobile Plant or Equipment shall:
 - (i) have maintenance records for that item of Plant or Equipment;
 - (ii) be fitted with a rotating flashing light;
 - (iii) have an operating reversing beeper;
 - (iv) a daily pre start log book;
 - (v) be free of oil leaks;
 - (vi) be free of off -site soil and weeds;
 - (vii) be fitted with a currently tested and tagged fire extinguisher; and
 - (viii) carry a fully equipped first aid kit.
- (c) All Plant or Equipment used to lift loads must:

Part A

General Conditions

- (i) be fitted with a controlled lowering device;
- (ii) a safe working load or working load limit displayed on the lifting point;
- (iii) a load chart for using the Plant or Equipment for lifting purposes;
- (iv) be slung by a competent person who will direct the Operator during the lift; and
- (v) shall have the lifting gear inspected prior to use (slings and shackles).

6.4 Use of electrical equipment

All portable electrical equipment and leads:

- (a) shall be tested and tagged prior to use and retested every three months;
- (b) a register of electrical equipment and leads shall be maintained on site;
- (c) a residual current device/ earth leakage circuit breaker unit shall be used in-line for all electrical equipment and is to be tested daily; and
- (d) a visual inspection of portable electrical equipment shall be performed prior to use.

7 Quality Assurance

Quality requirements are to be in accordance with the required Specifications and Standards (if any) and the Hirer's project Quality Management Plan(s) for the project. The Hire Company must carry out reasonable directions provided by the Hirer on quality matters immediately at the Hire Company's cost.

8 Legislative Requirements

8.1 Compliance by Hire Company

The Hire Company shall:

- (a) provide Plant or Equipment that is compliant with all Legislative Requirements;
- (b) transport, erect, commission and dismantle the Plant or Equipment in accordance with any Legislative Requirements and will pay any associated costs, fees, penalties or expenses; and
- (c) carry out all maintenance, repair, testing requirements and any other action in accordance with the manufacturer's specifications and all Legislative Requirements.

8.2 Compliance by Hirer

The Hirer must comply with all Legislative Requirements in connection with the possession, storage and any other action in connection with the hire of the Plant or Equipment by the Hirer.

8.3 Building Code 2013

- (a) In this clause 8.3, the term **Related Entities** has the same meaning given to that term in the *Building Code 2013* (Cth) (**the Code**).
- (b) The Hire Company shall comply with the Code, and any State Government implementation guidelines (**Guidelines**). Copies of the Code are available at www.fwbc.gov.au/building-code, and copies of the Queensland Guidelines are available at:
http://www.justice.qld.gov.au/__data/assets/pdf_file/0018/201393/Guidelines.pdf.
- (c) Compliance with the Code and Guidelines shall not relieve the Hire Company from its responsibilities or liability under the Agreement.
- (d) The Hire Company shall maintain adequate records of the compliance with the Code and Guidelines by:
 - (i) its Subcontractors; and
 - (ii) its Related Entities.
- (e) The Hire Company shall provide, and agrees to require its Subcontractors and its Related Entities to provide, the Commonwealth or any person authorised by the Commonwealth with full access to construction sites or places covered by the Code or Guidelines as is necessary to allow validation of its progress in complying with the Code or Guidelines.

Part A

General Conditions

9 Environmental

9.1 General

The Hire Company must not do anything that will put the Hirer in breach of its obligations under Legislative Requirements relating to:

- (a) acts or omissions that may cause harm to the environment;
- (b) meeting any reporting requirements; and/or
- (c) notification of incidents or near miss incidents which directly result in, or may cause, harm to the environment.

The Hire Company must do those things necessary to comply with Legislative Requirements and the Hirer's environmental policy and procedure, including any Environmental Management Plan(s) for the project.

The Hire Company shall adopt and implement the Hirer's Construction Environmental Management Plan (**CEMP**) for the Works, which the Hire Company acknowledges that it has requested and reviewed.

The Hire Company shall implement and comply with measures and procedures addressing environmental aspects, which are necessary to effect compliance with environmental legislative requirements and the objectives set out in the CEMP. The Hire Company must carry out reasonable directions provided by the Hirer on environmental matters immediately at the Hire Company's cost.

9.2 Monitoring and Reporting

The Hire Company shall immediately report all environmental incidents and near miss environmental incidents to the Hirer.

The Hire Company shall submit an updated report monthly in a format directed by the Hirer and at any intervening occasions if so directed by the Hirer. The report shall include detail of all daily dockets and attach copies signed by both the Operator and the Hirer.

9.3 Hirer's Site Control

The Hire Company shall at all times at the Hire Company's cost:

- (a) comply with the regulations, specification and restrictions imposed by the Hirer relating to the transport, storage, handling and use of materials (especially hazardous materials), the routing of construction traffic, the interruption of existing services and facilities and any other regulations in force on the Hirer's Site;
- (b) comply with all Legislative Requirements relating to the protection of the environment;
- (c) store hazardous materials on site (where approved by the Hirer) in adequate storage bunds;
- (d) ensure that materials, Plant or Equipment shall be stored in lay down area(s) approved by the Hirer when not in use;
- (e) obtain written approval from the Hirer for the erection of temporary structures not specifically documented;
- (f) not light fire without the written approval of the Hirer; or
- (g) store flammable or explosive products in accordance with the relevant Legislative Requirements and to the approval of the Hirer.

All Hire Company employees, staff or visitors must attend a project environmental / cultural heritage induction or training nominated by the Hirer prior to mobilising to the Hirer's Site.

The Hire Company must not destroy, remove or clear trees or shrubs from the Hirer's Site without the prior approval of the Hirer. In addition, the Hire Company must not enter any designated 'No Go Zone' areas without approval from the Hirer except in the event of an emergency where directed by the Hirer as defined in the local *Disaster Management Act 2003* (Qld).

The Hire Company must not destroy, remove or clear any identified cultural or indigenous heritage items from any land used or occupied by the Hire Company in the execution of any work under the Agreement without the prior approval of the Hirer.

The Hire Company must immediately notify the Hirer of any previously unidentified cultural or indigenous heritage items encountered during delivery of the works under the Agreement (e.g. Aboriginal artefacts, suspected scar trees, homestead foundations, etc.)

No motor vehicles can leave the Hirer's Site laden with any material unless it is loaded in a manner that will prevent the discharge or dropping of any of the materials. All trucks exiting the Hirer's Site must have their tailgates secured and

Part A

General Conditions

loads covered for all trips. All vehicles entering or exiting the Hirer's Site must use the defined entry and exit points, including a wheel wash facility or shaker where provided.

No fuel is to be stored on Hirer's Site except in approved fuel bunds. No refueling shall be undertaken within 30 metres of a water way or drainage line.

9.4 Requirements of the National Greenhouse & Energy Reporting Act 2007

The Hirer and the Hire Company have responsibilities under the *National Greenhouse & Energy Reporting Act 2007* (Cth) ('the Act') to report on greenhouse gas (GHG) emissions, energy production and energy usage. In particular, the Act requires the Hirer to report on the GHG emissions and energy usage associated with all activities at facilities where the Hirer has day to day managerial control.

The Hire Company shall do all things necessary to ensure that the Hirer meets its obligations under the Act, including but not limited to supplying information with respect to consumption standards of Plant or Equipment.

In accordance with section 20 of the Act, if the Hire Company is not willing to provide the information required under the Act, the Hirer is legally bound to notify the Greenhouse & Energy Data Officer (GEDO) of the non-compliance. The GEDO may then issue a binding determination in regard to the required information. Failure to comply with a determination under the Act may result in penalties being applied to the Hire Company.

10 Security Interest

10.1 General

In this clause the terms **security interest**, **Grantor**, **Proceeds**, **Secured Party** and **Personal Properties Security Register** have the same meaning as under the *Personal Properties Security Act 2009* (Cth) (PPSA).

10.2 Title to Plant or Equipment

The Hire Company retains full title and property to and in the Plant or Equipment and the Hirer will be a bailee only.

The Hire Company may, if a security interest in relation to the Plant or Equipment arises under this Agreement, register that security interest on the Personal Property Securities Register while the Plant or Equipment is on the Hirer's Site. The Hire Company shall give the Hirer notice of registration of any security interest in connection with the Plant or Equipment.

The Hire Company must remove any security interest it registers under the Personal Properties Security Register, and give evidence of its removal from the Register to the Hirer, on collecting the Plant Equipment at the Expiration Date.

The Hire Company indemnifies the Hirer against all loss, cost, damage or expense the Hirer may suffer or incur in relation to a breach by the Hire Company of this subclause.

10.3 Granting of Security Interest

Without limiting the Hirer's rights under this Agreement or otherwise at law, the Hire Company grants to the Hirer a security interest in all of the following, whether they are now held by the Hire Company or whether they are acquired later during the term of this Agreement:

- (a) materials and things forming part of the Agreement services;
- (b) the Plant or Equipment;
- (c) license entered into with third parties with respect to the things described in clauses 9.3a and 9.3b;
- (d) proceeds of the things described in clauses 9.3a, 9.3b and 9.3c;
- (e) agreements with its Subcontractors relating to the Plant Hire Agreement and in all its rights and Claims against those Subcontractors,

(Collateral)

as security for the Hire Company's strict compliance with all of its obligations under this Agreement and for the Hirer's exercise of any remedies available to it under this Agreement or otherwise at law.

If the Hirer determines that this Agreement (or a transaction in connection with it) is or contains a security interest, the Hire Company agrees to do anything (including obtaining consents, signing and producing documents, getting documents completed and signed and supplying information) which the Hirer asks and considers necessary for the purposes of:

- (a) ensuring that the security interest is enforceable, perfected and otherwise effective; and/or

Part A

General Conditions

- (b) enabling the Hirer to apply for any registration, complete any financing statement or give any notification, in connection with the security interest; and/or
- (c) enabling the Hirer to exercise rights in connection with the security interest.

10.4 Access

The Hire Company grants the Hirer and the Hirer's Representatives a licence to enter into any place over which the Hire Company has control, after prior notice, for the purposes of enforcing any of the Hirer's security interests and other rights under clause 10.2. The Hire Company must procure the same rights of access from its Subcontractors. The Hire Company must insert corresponding obligations to those in clause 4.5 in all of its agreements with Subcontractors.

If required by the Hirer, where the Collateral is not used, predominantly for personal, domestic or household purposes, the Hire Company agrees to contract out of the following provisions of the PPSA:

- (a) section 95 (notice of removal of accession), to the extent that it requires the Secured Party to give a notice to the Grantor;
- (b) section 96 (when a Grantor may retain an accession);
- (c) section 125 (obligation to dispose of or retain collateral);
- (d) section 130 (notice of disposal), to the extent that it requires the Hirer to give a notice to the Grantor;
- (e) section 132(3)(d) (contents of statement of account after disposal);
- (f) section 132(4) (statement of account if no disposal);
- (g) section 142 (redemption of collateral); and
- (h) section 143 (reinstatement of security agreement).

11 Indemnity

Subject to the Wet/Dry Hire Conditions at Part B, the Hire Company indemnifies the Hirer against and all Claims by the Hire Company and, if the Operator is provided by the Hire Company, the Operator with respect to defects in the Plant or Equipment, the Plant or Equipment not being fit for purpose or a breach of this Agreement by the Hire Company.

The Hirer shall not be liable to the Hire Company for indirect or consequential losses on any account.

12 Termination

12.1 Notice

The Hirer may terminate this Agreement at any time:

- (a) by giving two (2) days notice to the Hire Company for whatever reason at the sole discretion of the Hirer; or
- (b) immediately in the event of negligence or a breach of this Agreement;

in which case the Hirer will be liable to pay the Hire Company in accordance with this Agreement to the date and time of termination and shall have no further liability to pay the Hire Company under or otherwise in connection with this Agreement or arising out of the hire of the Plant or Equipment, including any Claim for loss of profit or either indirect or consequential losses howsoever arising.

12.2 Hirer's Rights

- (a) If the Hirer terminates the Agreement pursuant to subclause 12.1(a) or 12.1(b) or removes any part of the scope of this Agreement, the Hirer may engage an alternative hire company to supply the Plant or Equipment, and the Hire Company shall have no Claim against the Hirer except in accordance with subclause 12.1.
- (b) Where this Agreement is terminated pursuant to subclause 12.1(b), the Hire Company indemnifies the Hirer against the costs of engaging an alternative hire company to supply the Plant or Equipment.

13 Fitness For Purpose

Subject to the Wet/Dry Hire Conditions at Part B, if Plant or Equipment is not fit for purpose or does not meet the Hirer's Site requirements as solely determined by the Hirer, it shall be replaced by the Hire Company at no cost to the Hirer.

Provided the Hirer has fulfilled all its maintenance obligations noted in this Agreement and should Plant or Equipment not be available to work for any less than 90% of available hours (**Equipment Availability**) as calculated below during a calendar month, the Hirer reserves the right to:

Part A

General Conditions

- (a) request the item of Plant or Equipment to be replaced at no extra cost to the Hirer;
- (b) terminate this Agreement and engage an alternative hire company under clause 12 of this Agreement; and/or
- (c) reduce the minimum hours proportionately in accordance with the following formula:

Equipment Availability = [(Rostered Hours – Downtime Hours) / Rostered Hours] x 100

Rostered Hours: are all hours where operations have been scheduled to take place excluding inclement weather periods.

Downtime Hours: means all the time during Rostered Hours where the Plant or Equipment is unavailable to operate due to either breakdown or scheduled maintenance or where repairs or servicing carried out takes longer than considered reasonable or acts or omissions by another party outside of the Hire Company's control render the equipment unavailable but excludes accident damage repairs, daily servicing, inspections, fuelling and replacement and repair of ground engaging tools.

14 Goods and Services Tax (GST)

In this clause, capitalised terms have the meaning given to them under GST Law.

The Hirer and the Hire Company agree that:

- (a) during the term of this Agreement, every Tax Invoice relating to a Taxable Supply is to be issued by the Hirer as an RCTI; and
- (b) within 7 days of the date of the Agreement, the Hirer and the Hire Company will enter into the agreement authorising the Hirer to issue RCTIs in the form contained in Annexure Part K.

The Hirer will issue a recipient created Adjustment Note to the Hire Company where a Taxable Supply made under this Agreement is subject to an Adjustment Event.

If the parties do not enter into the agreement authorising the Hirer to issue RCTIs, the Hire Company shall submit to the Hirer a compliant Tax Invoice with each claim for payment to enable the Hirer to claim, where applicable, Input Tax Credits. If the Hire Company fails to submit a compliant Tax Invoice, the Payment Claim will not be processed.

The Hire Company acknowledges that it is registered for GST when it enters this Agreement and that it will notify the Hirer immediately if it ceases to be registered.

15 Industrial Relations

The Hire Company is responsible for all industrial relations matters relative to its employees and for compliance with all relevant awards, industrial agreements or other matters that may affect the Hire Company's performance of this Agreement. Further the Hire Company indemnifies the Hirer against disruption to the work and any Claim from any industrial dispute or difficulty arising in relation to any employee or worker on behalf of the Hire Company or any other breach of the Hire Company's obligations under this clause.

The Hire Company is to keep the Hirer fully informed as soon as practical, of all industrial relations issues that has the potential to directly or indirectly affect the performance of this Agreement.

16 Dispute Resolution

It is the intention of the parties that in the event of a dispute, difference, controversy or Claim arising out of or relating to the performance of the Agreement or the breach, rectification, termination, frustration or invalidity thereof, (a **dispute**), every endeavour shall be made to resolve the dispute on its merits by negotiation between the Hirer and the Hire Company.

A party claiming that a dispute has arisen shall notify the other party in writing. Such notice shall be within 5 Business Days of the cause of the alleged dispute.

If the amount in dispute is less than \$400,000 and the dispute cannot be resolved by negotiation, then, to the extent permitted by law, the dispute shall be settled by the final and binding decision of an arbitrator appointed:

- (a) by agreement between the parties; or
- (b) if agreement is not reached within 10 Business Days after a notice of dispute, an arbitrator nominated by the President of the Institute of Arbitrators & Mediators Australia.

The arbitration shall be conducted in accordance with the Institute of Arbitrators & Mediators Australia Fast Track Arbitration Rules. Unless otherwise agreed, the costs of the arbitration will be borne by both parties equally.

Part A

General Conditions

17 Waiver

A right of the Hirer under this Agreement cannot be waived except in writing signed by the Hirer. Delay by the Hirer in exercising a right does not constitute a waiver of that right, nor will a waiver (either wholly or in part) by the Hirer of a right operate as a subsequent waiver of the same right or of any other right of the Hirer.

18 Service of Notices

A notice (and other documents) shall be deemed to have been given and received:

- (a) if addressed or delivered to the Address for Notices for each party, or the address for notices or last communicated in writing to the person giving the notice; and
- (b) on the earliest date of:
 - (i) actual receipt;
 - (ii) confirmation of correct transmission of fax; or
 - (iii) 3 days after posting.
- (c) The Hirer and the Hire Company shall each promptly notify the other in writing of any change of notice details.
- (d) Any notice served by the Hire Company under the Payments Act shall be served to the Fax Point.
- (e) The Hirer may serve a payment schedule under the Payments Act by email to the email address of the Hire Company as stated in the Plant Hire Agreement Particulars.

Part B

Wet/Dry Hire Conditions

1 Definitions

Terms used in these Wet/Dry Hire Conditions have the same meaning as those in clause 1 of the General Conditions.

2 Conditions applicable where Plant or Equipment is supplied on Wet Hire

2.1 Nature of the relationship

Notwithstanding any other provision of this Agreement, the parties acknowledge and agree that the Operator is, and will at all times be, an employee or subcontractor of the Hire Company, and not the employee of the Hirer.

2.2 Obligations of Hire Company in relation to Operator

Unless otherwise specified in the Hire Order, the Hire Company shall:

- (a) provide to the Hirer an Operator with the requisite qualifications, licenses, skills, training and experience required to operate the Plant or Equipment; and
- (b) be solely responsible for:
 - (i) all fuel, lubricants and daily servicing of the Plant or Equipment under clause 2.7 of the General Conditions (as required);
 - (ii) the payment of remuneration the Operator, including but not limited to salaries and wages, superannuation, annual leave, sick leave, long service leave and other benefits to which any of them may be entitled under any contract with the Hire Company or at law;
 - (iii) accommodation for the Operator;
 - (iv) the payment of all taxes and duties in respect of such remuneration and benefits;
 - (v) compliance with all statutory, award or other legal or contractual requirements with respect to Operators; and
 - (vi) the maintenance of workers' compensation coverage for the Operator.

Unless otherwise specified in the Hire Order, the Hire Company shall ensure that the Operator:

- (a) delivers the Services at the times when required by the Hirer as specified in the Hire Order for the Plant or Equipment;
- (b) complies with all reasonable directions of the Hirer relating to the use of the Plant or Equipment on the Hirer's Site;
- (c) secures the Plant or Equipment at the end of shift that the Services are performed;
- (d) maintains the confidentiality of and does not disclose any trade secret, confidential information or commercially sensitive information about the Hirer, obtained whilst providing the Services under this Agreement, other than when required by law or when the information falls into the public domain;
- (e) inspects the Plant or Equipment daily and completes the Inspection Checklist in accordance with the Manufacturer's Guidelines and as set out in Part G;
- (f) provides the Services, and subject to this Agreement, as lawfully directed by the Hirer and only at the Hirer's Site; and
- (g) for each item of Plant and Equipment, the Operator in conjunction with the Hirer will complete a Plant Compliance Declaration in accordance in the form set out in Part F.

2.3 Obligations of Hirer in relation to Operator

The Hirer acknowledges that the Plant or Equipment shall only be operated by the Operator.

The Hirer shall ensure that the Hire Company and its Operator are given adequate access to the Hirer's Site and Plant or Equipment as is required for the safe operation of the Plant or Equipment.

2.4 Workplace Health and Safety

The Hire Company shall ensure the Operator:

- (a) will not operate the Plant or Equipment unless and until the Hire Company has given the Operator full and complete training on the Plant or Equipment and its safe operation and the Plant or Equipment has been commissioned and is ready for use;
- (b) is inducted into the Hirer's Site by the Hirer upon arrival at the Hirer's Site or as directed by the Hirer;
- (c) complies with any direction by the Hirer concerning workplace health and safety on the Hirer's Site; and

Part B

Wet/Dry Hire Conditions

- (d) contribute to the development and review of safe work method statements (**SWMS**) appropriate to the works being undertaken. All SWMS including those supplied by subcontractors must be approved by the Project Manager prior to works being carried out. Wet Hire Subcontractors must supply the Hirer with a SWMS before commencing work.

2.5 Operator fee

All amounts payable for provision of the Operator as detailed in the Schedule of Rates at Part D shall be included in the monthly progress claims pursuant to Clause 3 of the General Conditions.

The Hire Company agrees that no amounts will be payable for an Operator (including on-costs) during any period where Plant or Equipment is stood down due to weather, operational constraints, industrial action or the absence or illness of the Operator.

2.6 Additional Work Health and Safety requirements

- (a) The Hire Company must ensure that prior to commencing use of the Plant or Equipment on the Hirer's Site the Operator:
 - (i) is effectively inducted into the Hirer's Site about health and safety issues including identifying safety hazards;
 - (ii) is provided with ongoing training, information and instruction on safety hazards at the Hirer's Site which may effect operation of the Plant or Equipment;
 - (iii) is provided with a copy of the Hirer's workplace health and safety plan for the work and the Plant or Equipment; and
 - (iv) complies with all directions of the Hirer in respect of health and safety related matters.
- (b) In the event that:
 - (i) the Hire Company is not satisfied as to the adequacy of the Hirer's workplace health and safety plan for the work; or
 - (ii) the Operator is of the reasonable opinion that the Hirer's Site is not safe to operate the Equipment,
 - (iii) the Hire Company may give notice to the Hirer of an intention to suspend the hire of the Services of the Operator.
- (c) If the Hirer does not provide an adequate response to the Hire Company within 3 Business Days, the Hire Company may suspend operation at the Hirer's Site.
- (d) The Operator is not required to recommence operation at the Hirer's Site until the reason for suspension is rectified.
- (e) the Hirer remains liable to pay for the hire of the Plant or Equipment but not the Operator for the time at the Hirer's Site while operations are suspended pursuant to this subclause 2.6.

2.7 Damaged Plant

- (a) Subject to subclause 2.7(d), if the Plant or Equipment is damaged while at the Hirer's Site the Hire Company:
 - (i) must, at the Hire Company's cost, repair the Plant or Equipment to its state of repair at the time it commenced to be at the Hirer's Site (fair wear and tear excepted), including ordering and installing spare parts with a recognised accepted mechanic;
 - (ii) If the Plant or Equipment is to be repaired, the Hire Company must, if it is reasonably practicable to do so, give the Hirer temporary replacement Plant or Equipment which complies with the requirements of this Agreement; and
 - (iii) is to notify the Hirer of the damage.
- (b) The Hirer must notify the Hire Company as soon as possible if there is any problem with the Plant or Equipment, or if the Plant or Equipment is stolen, lost, destroyed or interfered with in any way.
- (c) Where reasonably requested by the Hire Company, the Hirer must remove all additional signage and repaint the Plant or Equipment to its original colour.
- (d) The Hire Company is responsible for all costs associated with any damage to the Plant or Equipment, except to the extent the damage is caused or contributed to by the gross negligence or recklessness of the Hirer.
- (e) Subject to subclause 2.7(d), the Hirer's liability for damage to the Plant or Equipment shall not exceed the market value as determined by the Hirer for the Plant or Equipment.

Part B

Wet/Dry Hire Conditions

2.8 Breakdown

- (a) If the Plant or Equipment is damaged or rendered non-operational as a result of any cause, or does not comply with the requirements of this Agreement, and cannot be used by the Hirer for the purpose for which it is hired, the Hire Company must notify the Hirer and must promptly replace or repair the Plant or Equipment.
- (b) In the event of a breakdown of the Plant or Equipment, the Hire Company must repair the Plant or Equipment as soon as practicable.
- (c) If the Plant or Equipment is to be repaired, the Hire Company must, if it is reasonably practicable to do so, give the Hirer temporary replacement Plant or Equipment which complies with the requirements of this Agreement.
- (d) The Hire Fee is not payable while the Plant or Equipment is not operational except to the extent the cause of the damage or operational fault is due to a negligent act or omission on the part of the Hirer.
- (e) If it is necessary to urgently repair an item of Plant or Equipment and the Hire Company is not able to repair or replace the item within a time frame acceptable to the Hirer, the Hirer may, after giving the Hire Company reasonable notice in writing, carry out the repairs at the Hire Company's cost and deduct the cost of the repairs from any amount due to the Hire Company under this Agreement or otherwise.
- (f) At the discretion of the Superintendent, the crew (including any Operator(s)) of any Plant or Equipment in breakdown may be assigned to other Plant or Equipment by written notice on the day docket and signed by the Superintendent.

2.9 Indemnity

The Hire Company indemnifies the Hirer from all Claims in connection with any loss, cost, expense or damage the Hirer may suffer or incur in connection with the hire of the Plant or Equipment and the use of the Plant or Equipment by the Operator, except to the extent caused or contributed to by the gross negligence or recklessness of the Hirer.

2.10 Inspection and Return of Equipment

- (a) The Hire Company will provide the Hirer the completed Plant Documents listed in the Hire Order along with any other relevant documents (concerning all Plant or Equipment contained in this Agreement) prior to the Commencement Date. The Hirer must agree with the Plant Documents and any other relevant documents prior to the commencement of works on site. If discrepancies are visible between any of the documents provided by the Hire Company and the condition of equipment at the time of handover, the Hirer will notify the Hire Company prior to the operation of Plant or Equipment on the Hirer's Site.
- (b) A joint inspection between a representative of the Hirer and the Hire Company must be performed upon delivery of the Plant or Equipment to the Hirer's Site and the condition of the Plant or Equipment is to be detailed in a written report.
- (c) the Hirer shall ensure that the Plant or Equipment is ready for return to the Hire Company undamaged (except for fair wear and tear or damage identified in the joint inspection performed in accordance with subclause 2.10(a)) within a reasonable time after the earlier of the expiration of the Expiration Date or termination of this Agreement.
- (d) The Hire Company must cause the Operator to inspect the Plant or Equipment daily and complete an Inspection Checklist.
- (e) The Hire Company shall remove the Plant or Equipment from the Hirer's Site within 48 hours after receiving notice from the Hirer that it is available for removal. The costs of removal of the Equipment from the Hirer's Site shall be at the cost of the Hire Company.
- (f) After the first to occur of the expiration of the Expiration Date or the earlier date of termination of this Agreement, the parties shall, within 48 hours jointly undertake a final inspection of the Plant or Equipment.
- (g) the Hirer shall not be liable to the Hire Company in respect of any Claim which the Hire Company may make or bring for any cost, loss expense or damage incurred by the Hire Company arising out of or in connection with any loss or damage to the Plant or Equipment (including wear and tear of any part of the Plant or Equipment) on return of the Plant or Equipment under this subclause 2.10, and the Hire Company waives all rights it may have in respect of any such Claim unless:
 - (i) the Hire Company participates in the joint inspection in accordance with subclause 2.10(b) and the condition of the Plant or Equipment is recorded in a written report; and
 - (ii) the Hire Company participates in the joint final inspection in accordance with subclause 2.10(f) and any such loss or damage is identified to the Hirer by the Hire Company during such inspection and recorded in

Part B

Wet/Dry Hire Conditions

writing by the Hire Company to the Hirer within 3 Business Days of the date of the joint final inspection; and

- (iii) the Hirer has the right to further inspect the Plant or Equipment prior to any repair. If further repairs are done without notifying the Hirer and allowing an inspection, then the Hire Company shall have no Claim.
- (h) The Hire Company indemnifies the Hirer against any cost, loss, expense or damage (including legal costs) that the Hirer may incur in respect of any Claim which a third party who uses or hires the Plant or Equipment after the Hirer has returned it to the Hire Company under this Agreement, may make or bring against the Hirer arising out of or in connection with any loss or damage to the Plant or Equipment (including the availability or operational performance of the Plant or Equipment). The provisions of this subclause 2.10(h) will survive the expiration or termination of this Agreement.

2.11 Ground Engaging Tools

Only shrouds, teeth, heel plates and blocks, wing protection, cutting edges, corner tips, points and scarifier tips are classed as ground engaging tools (**GET**). On a drill mechanism, GET is only the drill string from the top stub down to the bit and anything else is deemed to be part of the parent bucket, including mounting ears, liners and wear plates.

Where wear and tear on GET exceeds what could be considered to be fair and reasonable wear and tear for that GET, the Hire Company is not entitled to Claim for any associated repair or replacement costs, except to the extent caused or contributed to by the gross negligence or recklessness of the Hirer, and the provisions of subclause 2.10 have been complied with.

2.12 Dockets

All Plant and Equipment on site will have a docket issued daily and the docket is to be signed by the Superintendent. Any Plant and Equipment not having a signed docket for the day will be deemed to be unavailable for work and will not be paid for nor qualify for any minimum hours that may be stated in the Schedule of Rates at Part D. The onus of proof rests with the Hire Company. Dockets must include as a minimum, the fleet number, the operator's name (if applicable) and Plant or Equipment description, the start and finish time, breaks taken, any non working time, hour meter reading at start and end of shift and billable hours for the shift. A description of the area worked and operation is to be included and can be obtained from the Superintendent. The docket must be signed by both the operator and the Superintendent. Where dockets are not signed by both the Operator and the Superintendent, the Hirer shall not be under any obligation to accept or pay the hours noted on any such docket. the Hirer reserves the right to pay for hours different to the hours signed by the Superintendent on the docket to comply with the terms and conditions of this Agreement or to reflect actual working hours.

2.13 Wet Hire insurance

The Hire Company shall effect comprehensive insurance cover for loss or damage to all Plant or Equipment for a value not less than replacement value of the Plant or Equipment.

3 Conditions applicable where Plant or Equipment is supplied on Dry Hire

3.1 Damaged Plant

- (a) Subject to subclause 3.1(c), if the Plant or Equipment is damaged while at the Hirer's Site, the Hirer:
 - (i) must, at its own cost, repair the Plant or Equipment to its state of repair at the time it commenced to be at the Hirer's Site (fair wear and tear excepted), including ordering and installing spare parts with a recognised accepted mechanic; and
 - (ii) is to notify the Hire Company of the damage.
- (b) the Hirer must notify the Hire Company as soon as possible if there is any problem with the Plant or Equipment, or if the Plant or Equipment is stolen, lost, destroyed or interfered with in any way.
- (c) the Hirer is responsible for all costs associated with any damage to the Plant or Equipment, except to the extent the damages is caused or contributed to by the acts or omissions of the Hire Company or the Plant or Equipment was not fit for the purpose described in this Agreement.
- (d) the Hirer's liability for damage to the Plant or Equipment shall not exceed the market value as determined by the Hirer for the Plant or Equipment.

3.2 Tyre/track wear and tear

If tyre/tracks are damaged not from fair wear and tear but as a direct result of the Hirer's negligence, all repairs including labour and replacement costs will be at the Hirer's expense.

Part B

Wet/Dry Hire Conditions

3.3 Body/blade/bucket/ripper damage

If body/blade/bucket/ripper are damaged not from fair wear and tear but as a direct result of the Hirer's negligence, all repairs including labour and replacement costs will be at the Hirer's expense.

3.4 Panel/glass

Where damage occurs through no fault of the Hirer, then the Hire Company shall be responsible for the cost of replacement.

3.5 Breakdown

- (a) If the Plant or Equipment is damaged or rendered non-operational as a result of any cause, or does not comply with the requirements of this Agreement and cannot be used by the Hirer for the purpose for which it is hired, the Hire Company must promptly replace or repair the Plant or Equipment.
- (b) In the event of a breakdown of the Plant or Equipment, the Hire Company must repair the Plant or Equipment as soon as practicable.
- (c) If the Plant or Equipment is to be repaired, the Hire Company must, if it is reasonably practicable to do so, give the Hirer temporary replacement Plant or Equipment which complies with the requirements of this Agreement.
- (d) The Hire Fee is not payable while the Plant or Equipment is not operational except to the extent the cause of the damage or operational fault is due to a negligent act or omission on the part of the Hirer.
- (e) If it is necessary to urgently repair an item of Plant or Equipment and the Hire Company is not able to repair or replace the item within a time frame acceptable to the Hirer, the Hirer may, after giving the Hire Company reasonable notice in writing, carry out the repairs at the Hire Company's cost and deduct the cost of the repairs from any amount due to the Hire Company under this Agreement or otherwise.

3.6 Indemnity

Subject to subclause 3.1, the Hire Company indemnifies the Hirer from all Claims in connection with any loss, cost, expense or damage the Hirer may suffer or incur in connection with the hire of the Plant or Equipment and the use of the Plant or Equipment by the Operator, except to the extent caused or contributed to by the gross negligence or recklessness of the Hirer.

3.7 Inspection and Return of Equipment

- (a) The Hire Company will provide the Hirer the completed Plant Documents listed in the Hire Order along with any other relevant documents (concerning all Plant or Equipment contained in this Agreement) prior to the Commencement Date. The Hirer must agree with the Plant Documents and any other relevant documents prior to the commencement of works on site. If discrepancies are visible between any of the documents provided by the Hire Company and the condition of equipment at the time of handover, the Hirer will notify the Hire Company prior to the operation of Plant or Equipment on the Hirer's Site.
- (b) A joint inspection between a representative of the Hirer and the Hire Company must be performed upon delivery of the Plant or Equipment to the Hirer's Site and the condition of the Plant or Equipment is to be detailed in a written report.
- (c) the Hirer shall ensure that the Plant or Equipment is ready for return to the Hire Company undamaged (except for fair wear and tear or damage identified in the joint inspection performed in accordance with subclause 2.10(b)) within a reasonable time after the earlier of the expiration of the Expiration Date or termination of this Agreement.
- (d) the Hirer must inspect the Plant or Equipment daily and complete an Inspection Checklist.
- (e) The Hire Company shall remove the Plant or Equipment from the Hirer's Site within 48 hours after receiving notice from the Hirer that it is available for removal. The costs of removal of the Equipment from the Hirer's Site shall be at the cost of the Hire Company.
- (f) After the first to occur of the expiration of the Expiration Date or the earlier date of termination of this Agreement, the parties shall, within 48 hours jointly undertake a final inspection of the Plant or Equipment.
- (g) the Hirer shall not be liable to the Hire Company in respect of any Claim which the Hire Company may make or bring for any cost, loss expense or damage incurred by the Hire Company arising out of or in connection with any loss or damage to the Plant or Equipment (including wear and tear of any part of the Plant or Equipment) on return of the Plant or Equipment under this subclause 2.10, and the Hire Company waives all rights it may have in respect of any such Claim unless:

Part B

Wet/Dry Hire Conditions

- (i) the Hire Company participates in the joint inspection in accordance with subclause 2.10(b) and the condition of the Plant or Equipment is recorded in a written report; and
 - (ii) the Hire Company participates in the joint final inspection in accordance with subclause 2.10(f) and any such loss or damage is identified to the Hirer by the Hire Company during such inspection and recorded in writing by the Hire Company to the Hirer within 3 Business Days of the date of the joint final inspection; and
 - (iii) the Hirer has the right to further inspect the Plant or Equipment prior to any repair. If further repairs are done without notifying the Hirer and allowing an inspection, then the Hire Company shall have no Claim.
- (h) The Hire Company indemnifies the Hirer against any cost, loss, expense or damage (including legal costs) that the Hirer may incur in respect of any Claim which a third party who uses or hires the Plant or Equipment after the Hirer has returned it to the Hire Company under this Agreement, may make or bring against the Hirer arising out of or in connection with any loss or damage to the Plant or Equipment (including the availability or operational performance of the Plant or Equipment). The provisions of this subclause 2.10(h) will survive the expiration or termination of this Agreement.

3.8 Ground Engaging Tools

Only shrouds, teeth, heel plates and blocks, wing protection, cutting edges, corner tips, points and scarifier tips are classed as ground engaging tools (**GET**). On a drill mechanism, GET is only the drill string from the top stub down to the bit and anything else is deemed to be part of the parent bucket, including mounting ears, liners and wear plates.

Where wear and tear on GET exceeds what could be considered to be fair and reasonable wear and tear for that GET, the Hire Company must notify the Hirer in accordance with the joint final inspection requirements under subclause 2.10. The Hirer shall make a reasonable assessment of the loss or damage suffered by the Hire Company and pay to the Hire Company the reasonable costs of repair or replacement of the relevant GET within a reasonable time.

3.9 Dry Hire insurance

The Hire Company acknowledges that the Hirer has effected insurance to cover loss or damage to any Dry Hire Plant and Equipment having a market value of less than \$500,000.

The Hire Company shall:

- (a) Provide the Hirer with a written notice identifying any Plant or Equipment with a market value of \$500,000 or greater and advising the market value of any such Plant or Equipment a minimum of 24 hours before the Commencement Date; and
- (b) Indemnify the Hirer against any loss or damage resulting from any failure by the Hire Company to provide the information in subclause 2.10(a) in a timely manner so that the Hirer may provide notifications to its insurers, including in respect of any Plant or Equipment which has a market value of \$500,000 to allow the Hirer to effect the insurance or instruct the Hire Company in writing to effect the insurance for the Plant or Equipment.

Part C
Special Conditions

[INSERT]

Part D Schedule of Rates

Plant Description	Mobilisation / Demobilisation Rate	Hourly Rate	Daily Rate	Weekly Rate	Monthly Rate	Standby Rate
[]	[]	[]	[]	[]	[]	[]
[]	[]	[]	[]	[]	[]	[]
[]	[]	[]	[]	[]	[]	[]
[]	[]	[]	[]	[]	[]	[]

Ancillary Items

Description	Rate	Unit	Comments
Fuel	[]	[]	[Supply Cost plus 10% (if applicable)]
GET	[]	[]	[Supply Cost plus 10% (if applicable)]
[Insert]	[]	[]	[]

Application of Rates

Rates shall remain fixed and firm until the Expiration Date and are GST exclusive.

The rates stated in the Schedule of Rates are the only reimbursement to the Hire Company in connection under this Agreement and the Hire Company acknowledges that they are fully inclusive of all direct, indirect, related, incidental or implied costs and expenses of the Hire Company.

The rate stated for Mobilisation / Demobilisation is to be paid upon both Mobilisation and Demobilisation.

The Standby Rates apply in the event that the Plant or Equipment is not in use for a period of [insert] hours or more, as notified to the Hire Company by the Hirer in accordance with clause 3 of the General Conditions.

The Hire Company acknowledges those responsibilities of the Hire Company as stated in this Agreement, including in Part B – Responsibilities, are included within the rates stated in the Schedule of Rates. Additionally, the Hire Company acknowledges and has made allowances for there being no guarantees of any kind in relation to scope of work, hours or services provided under this Agreement. This Agreement is on an as required basis only as instructed by the Superintendent.

For part periods of hire, the rate shall be applied pro rata subject to a minimum duration of half an hour.

If the Hirer provides goods and services to the Hire Company which are to be provided by the Hire Company under this Agreement, the Hirer shall charge the Hire Company's account at cost plus 5%.

Payment of the Hire Fee commences from the later of the date of arrival of the Plant or Equipment at the work face or commissioning on the Plant or Equipment on the Hirer's Site. If the Commencement Date falls between calendar months then any monthly charge rate will be charged on a pro-rata basis based on the date of commissioning. For clarity, the first and last month hire will be reduced proportionally based on the actual day of the month that the plant is on or off-hired.

Minimum hours per month stated in the Schedule of Rates at Part D will be proportioned for part months.

Overtime Rates

The rate stated in this Agreement for the hire of labour include shall include overtime hours unless an overtime rate has been specifically stated. The Hire Company shall pay, and has included in the labour rates, all wages, fringe benefit tax, payroll taxes, travel time, Workers Compensation insurance and all other employee entitlements required by Law in any relevant industrial agreement applying to such operators and/or the Hirer's Site.

Part E General Site Safety Rules



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HS-FRM-20
Plant and equipment operator assessment -
Subcontractor

Revision: 04

Date: 6.12.13

Project:	
Date:	
Subcontractor Name:	
Operator's Name:	
How long has this operator been employed with company?	

PLANT ITEM

Has the operator been trained in the safe use and operation of the plant or equipment that you propose him/her to use on this project?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Is the operator competent in the operation of the proposed plant?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Does the operator hold a Statement of Attainment? OR	Yes <input type="checkbox"/> No <input type="checkbox"/>
Does the operator hold an existing WHS ticket?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Have you assessed the operator's competency?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Please detail the results of the latest assessment of the proposed Operator on the proposed machine:	

This completed form is the minimum requirement for a plant operator to perform work on a Shamrock Civil Engineering site. The operator **MUST** produce a Statement of Attainment or WHS ticket at the site induction before being allowed to operate machinery.

Declaration of Subcontractor's Assessor

I certify that the above named operator has been assessed as competent to operator the following plant and equipment on this Project.

1.		
2.		
3.		
Signature:		
Print Name:		
Position:		
Date:		

Please attach a copy of the current Verification of Competency (VoC) for the operator on the plant mentioned above.

Part E

General Site Safety Rules

Shamrock Civil Engineering assessment of operator	
Has the operator successfully completed the SCE Competency Questionnaire for the plant being operated?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Operator performance reviewed (Task Observation) and appears to be competent for work on this project?	Yes <input type="checkbox"/> No <input type="checkbox"/>
Signed:	
Date:	

Part E General Site Safety Rules



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HS-FRM-21
Plant and equipment operator statement -
Labour Hire

Revision: 01

Date: 10.01.14

Plant & Equipment Operator Statement – Labour Hire

Project:		
Date:		
Labour Hire Company:		
Operator's Name:		

PLANT ITEM

Does the operator hold a Statement of Attainment OR WHS Ticket	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
	Yes <input type="checkbox"/>	No <input type="checkbox"/>	
Please provide details below and attach <i>TWO</i> reference checks for the proposed Operator for the proposed machine:			
Company name			
Referees name			
Relationship to the operator			
Duration of the job			
Tasks carried out			
Contact number			

This completed form is the minimum requirement for a plant operator to perform Work on a Shamrock Civil site. The Operator **MUST** produce a Statement of Attainment or WHS Ticket at the Site Induction before being allowed to operate machinery.

Labour Hire Company Declaration

I certify that the above named operator has been reference checked as competent to operate the following plant and equipment on this Project.

4.

5.

3.

Signature:

Print Name:

Position:

Date:

Does the Labour Hire company have?

AS/NZ 9001:2008 Quality Management	Yes <input type="checkbox"/> No <input type="checkbox"/>
AS/NZ 4801:2001 Occupational Health and Safety Management	Yes <input type="checkbox"/> No <input type="checkbox"/>
AS/NZ 14001: 2004 Environmental Management	Yes <input type="checkbox"/> No <input type="checkbox"/>

Part E

General Site Safety Rules

Has the operator received a copy of Safety Guidelines Employee Handbook?	Yes <input type="checkbox"/> No <input type="checkbox"/>
--	--

Shamrock Civil Assessment of Operator (site use only)	
--	--

Has the operator successfully completed all aspects of the relevant Plant Competency Questionnaire?	Yes <input type="checkbox"/> No <input type="checkbox"/>
---	--

Signed:

Date:

Part E

General Site Safety Rules



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HS-FRM-39

Subcontractor HSE Obligations and Responsibilities

Revision: 03

Date: 16.12.13

Overview

The information below, is applicable to all subcontractors working on SCE sites to ensure minimum requirements, are met as a condition of performing work on this project:

General

- All subcontractors and their respective workers are required to comply, in all respects, with the relevant state's Work Health and Safety Act, Regulations, Codes of Practice and Australian Standards and
- In addition, all personnel must comply with the Shamrock Civil Engineering (SCE) Work Health and Safety Management Plan (and ancillary documentation). A project specific WHSMP will be developed and communicated with all subcontractors as part of the engagement process.
- As far as reasonably practicable, all work health and safety related documentation is to be submitted for approval by SCE prior to commencing work
- In cases where documentation can only be presented on the first day on site, failure to provide such will result in works not commencing until all approvals have been made. The associated costs shall be the responsibility of the subcontractor.

1 Safe Work Method Statements

- Submit **Safe Work Method Statements** in accordance with the relevant state's work health and safety legislation and SCE requirements, **for approval prior to work on site**. SWMS shall include, as a minimum, the information as detailed below:
 - Company name and ABN
 - Project name and site address
 - Description of activity – including nomination of high risk construction activity
 - Nomination of a competent worker / supervisor to oversee all work on site
 - Address site specific hazards and implement controls for each step of the process
 - Details of all personal protective equipment (include client / SCE site specific PPE)
 - Details of plant and equipment to be used for the activity (including inspections and checks carried out prior to work commencing)
 - Description of how controls are to be implemented, monitored and reviewed
 - References to applicable legislation
 - Worker acknowledgement of having read, understood and signed the SWMS

Supervision

- Subcontractors shall provide adequate supervision of the workers to ensure all workers comply with legislative and SCE WHS requirements.

Plant and equipment

- Mobile plant, plant used to lift materials / equipment or people lifting equipment HS-FRM-17 Plant Mobilisation Checklist is to be completed and signed by a representative of the subcontractor prior to commencement.
- A plant risk assessment is required for all mobile plant and shall address (as a minimum) the following:
 - All hazards associated with the plant:
 - Workers being hit / crushed
 - Reversing of plant
 - Refuelling of plant
 - Plant rollover
 - Falling objects
 - Falls from height when accessing plant
 - Contact with energy sources, above and below the ground
 - Maintenance
 - Service details

Part E

General Site Safety Rules

- Inspection details (specific to the piece of plant based on information in the OEM)
- Delivery

Other equipment

- All other equipment which is to be used on site shall be maintained as per the relevant legislative requirements
- Testing / inspection / calibration certificates will also need to be presented prior to using the equipment (including, but not limited to electrical / confined space / lifting equipment)

Chemicals

- A register of all hazardous substances and copy of their SDS and chemical risk assessments are to be provided

Incident reporting

- Subcontractors shall report all accidents / incidents to SCE, as soon as possible on the day it occurs
- Subcontractors are required to provide rehabilitation and return to work details, for injured workers, to SCE as required
- Provision of documentation (e.g. Incident reports / witness statements etc) relating to incidents and injuries is to be timely

Training

- Provide evidence of all workers' satisfactory completion of a general safety induction course compliant with the current health and safety legislation
- Provide a list and evidence of all workers with certificates of competency / licences issued and verify competency of any plant operator using HS-FRM-20 Plant and Equipment Operator Assessment - Subcontractor
- Ensure workers are adequately trained for the work they are to perform and instruction is given on work methods statements and correct use of protective clothing and equipment.
- Make available all workers to attend a site-specific health and safety induction prior to starting work on the project.

Drugs and Alcohol

- No person on site is to be impaired by alcohol or other drugs
- All workers performing a task where the legislative limit is 0.00 for alcohol or other drugs must adhere to this requirement
- All SCE projects are subject to show cause, for cause and random drug and alcohol testing. All subcontractors will be subject to the regime implemented on the project.

Environmental

- All subcontractors must comply with the SCE Construction Environmental Management Plan (CEMP)
- Subcontractors must comply with all state and federal environmental legislation and demonstrate environmental duty of care.
- Subcontractors shall report all environmental incidents as soon as possible on the day that it occurs

Non-compliance

- Persons who do not strictly comply with all work health and safety legislative requirements and SCE's WHSMP will be removed immediately from the site and will not be permitted to return to site until such time as they comply in all respects with the statutory requirements.
- Should any act or omission on the part of a subcontractor / their workers cause any delay to the project then all costs associated with the act or omission shall be deducted from monies otherwise due to the subcontractor.
- Should a subcontractor be unable to provide suitable personnel / plant / equipment for a task and where SCE can provide the required item, associated costs shall be deducted from monies otherwise due to the subcontractor.

Part E

General Site Safety Rules

Name of subcontractor
authorised representative:

()

Position:

()

Signature:

()

Date:

()

Part E General Site Safety Rules



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HS-FRM-40
Subcontractor HSE Review

Revision: 04 Date: 24.04.14

Subcontractor Name:		Date:	
Contact Name:		Contact number:	
Email:			
Requirement	Compliant	Comments	Date closed out
HS-FRM-39 Contractor Obligations and Responsibilities signed	<input type="checkbox"/> Yes <input type="checkbox"/> No		
WorkCover COC	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Public / product liability	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Specialist insurance	<input type="checkbox"/> Yes <input type="checkbox"/> No		
SWMS Review			
Insert SWMS name and number below (insert additional rows if required):			
1.		2.	
3.		4.	
5.		6.	
Company name and address	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Company ABN	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Site address	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Description of activity (HRCA)	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Logical process of works	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Identified hazards and method of control	<input type="checkbox"/> Yes <input type="checkbox"/> No		

Part E General Site Safety Rules

Risk rating (initial and residual) determined and risk matrix included	<input type="checkbox"/> Yes <input type="checkbox"/> No	[]	[]
Potential emergencies (and required equipment) have been identified and control methods included	<input type="checkbox"/> Yes <input type="checkbox"/> No	[]	[]
Responsible person / supervisor	<input type="checkbox"/> Yes <input type="checkbox"/> No	[]	[]
Evidence of worker consultation in the development of the SWMS	<input type="checkbox"/> Yes <input type="checkbox"/> No	[]	[]
Details of required PPE	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	[]	[]
Details of plant / equipment to be used and inspections required	<input type="checkbox"/> Yes <input type="checkbox"/> No	[]	[]
Method of monitoring and review	<input type="checkbox"/> Yes <input type="checkbox"/> No	[]	[]
Identified training / instruction required for the work is nominated	<input type="checkbox"/> Yes <input type="checkbox"/> No	[]	[]
Emergency response requirements (including equipment) is nominated and appropriate to the task being undertaken	<input type="checkbox"/> Yes <input type="checkbox"/> No	[]	[]
Legislative references are nominated	<input type="checkbox"/> Yes <input type="checkbox"/> No	[]	[]
Worker acknowledgement of induction to SWMS	<input type="checkbox"/> Yes <input type="checkbox"/> No	[]	[]
Plant Requirements			
HS-FRM-17 Plant Mobilisation Checklist complete	<input type="checkbox"/> Yes <input type="checkbox"/> No	[]	[]
		NB. One to be completed for each piece of plant.	
Plant risk assessment to be submitted for each piece of plant being brought to site and must include:			
<ul style="list-style-type: none"> • All hazards associated with the plant: <ul style="list-style-type: none"> ▪ Workers being hit / crushed ▪ Reversing of plant ▪ Refuelling of plant ▪ Plant rollover ▪ Falling objects ▪ Falls from height when accessing plant 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No	[]	[]

Part E General Site Safety Rules

<ul style="list-style-type: none"> ▪ Contact with energy sources, above and below the ground • Maintenance • Service details • Inspection details (specific to the piece of plant based on information in the OEM) • Delivery 	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Yes <input type="checkbox"/> No		
Other Equipment			
Testing / inspection / calibration records provided	<input type="checkbox"/> Yes <input type="checkbox"/> No	[]	[]
Registers as applicable e.g. Lifting equipment, electrical etc.	<input type="checkbox"/> Yes <input type="checkbox"/> No	[]	[]
Chemicals			
Chemical Register with estimated quantity to be on site	<input type="checkbox"/> Yes <input type="checkbox"/> No	[]	[]
Safety Data Sheets for each chemical	<input type="checkbox"/> Yes <input type="checkbox"/> No	[]	[]
SCE Chemical Approval Form submitted for each including training	<input type="checkbox"/> Yes <input type="checkbox"/> No	[]	[]
Training			
All workers hold Construction Induction Card	<input type="checkbox"/> Yes <input type="checkbox"/> No	[]	[]
All workers hold HRW licences /qualifications / trained for the task/s to be undertaken	<input type="checkbox"/> Yes <input type="checkbox"/> No	[]	[]
HS-FRM-20 Plant and equipment Operator Assessment completed for all workers	<input type="checkbox"/> Yes <input type="checkbox"/> No	[]	[]
Approval			

Part E General Site Safety Rules

<input type="checkbox"/> Approved – no additional information required	<input type="checkbox"/> Provisional approval – all outstanding documents to be provided upon arrival at site	<input type="checkbox"/> Not approved Feedback:
NB. If activities to be undertaken are still deemed high risk as per the subcontractor's nominated level of risk, Project Manager approval is required below.		

Initial review conducted by:			
Name:	[]	Position:	[]
Signature:	[]	Date:	[]
Project Manager sign off for nominated high risk activities:			
Name:	[]	Position:	[]
Signature:	[]	Date:	[]

Monitoring and review of site activities				
This section is to be used when additional documentation is submitted by the contractor during project works. All documentation submitted after the initial assessment is still required to meet all legislative and SCE requirements:				
Document / item submitted	Compliant	Comments	Date submitted	Date approved
[]	<input type="checkbox"/> Yes <input type="checkbox"/> No	[]	[]	[]
[]	<input type="checkbox"/> Yes <input type="checkbox"/> No	[]	[]	[]
[]	<input type="checkbox"/> Yes <input type="checkbox"/> No	[]	[]	[]
[]	<input type="checkbox"/> Yes <input type="checkbox"/> No	[]	[]	[]
[]	<input type="checkbox"/> Yes <input type="checkbox"/> No	[]	[]	[]

Part E

General Site Safety Rules

	<input type="checkbox"/> Yes <input type="checkbox"/> No			
--	--	--	--	--



Part E
General Site Safety Rules



Part F Plant Compliance Declaration



HS-FRM-17

Plant mobilisation checklist

Revision: 04

Date: 14.04.2014

SHAMROCK CIVIL

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ABN: 68 066 655 856

Part G
Inspection Checklist

[To be provided and inserted]



Part H Statutory Declaration

Statutory declaration in the matter of the agreement dated [INSERT] (Agreement)

Between

[INSERT] (ACN) of [INSERT] (Hirer)

SHAMROCK CIVIL ENGINEERING PTY LTD (ABN 68 066 655 856) of 195 Cobalt Street, Carole Park, QLD 4300 (Hire Company)

I, [INSERT] of [INSERT], [occupation], do solemnly and sincerely declare that, after having made enquiries:

1. I have knowledge of the relevant facts and am authorised by the Hire Company to make this statutory declaration on its behalf;
2. This statutory declaration is made under clause 4.2 of the Agreement in relation to the payment of invoice no. [INSERT] submitted by the Hire Company on [INSERT].
3. All remuneration payable to employees of the Hire Company for the performance of the Services and the hire of the Equipment, as defined in the Agreement, during the period from the date of commencement of the Services and the hire of the Equipment to the date of this statutory declaration has been paid.
4. All amounts properly payable by the Hire Company to subcontractors and suppliers in respect of the Services and hire of the Equipment have been paid.

I acknowledge that this declaration is true and correct and I make it in the belief that a person making a false declaration is liable to the penalties for perjury.

DECLARED at)

this INSERT day of INSERT before me:)

Signature of authorised witness)

Name of authorised witness)

(block letters))

Address of Authorised witness)

Signature of declarant

Capacity in which authorised witness takes the)
statutory declaration (a person authorised under)
section 13 of the Oaths Act 1867 (Qld) to witness the)
taking of the statutory declaration)

Part I Undertaking of Compliance

UNDERTAKING OF COMPLIANCE FOR GOVERNMENT BUILDING CODE 2013

BETWEEN: ABN:..... (Hirer)

AND: **SHAMROCK CIVIL ENGINEERING PTY LTD** ABN: 68 066 655 856 (Hire Company)

AGREEMENT NUMBER:.....

This Undertaking of Compliance relates to an Agreement between the Hirer and the Hire Company. The Hire Company warrants its and its Subcontractor's compliance with the requirements of the Plant Hire Agreement and the requirements and other provisions of the *Building Code 2013* (Building Code) in the performance of the work under the Plant Hire Agreement and irrevocably and forever releases and discharges The Hirer and the Principal, their employees and Contractors and all other agents of the Crown in right of the Commonwealth from any claims, demands, suits or actions which the Hire Company or a person claiming on the Hire Company's behalf, a Director, other officer or employee of the Hire Company, might otherwise be entitled to make arising out of or in any way in connection with the compliance of or non-compliance of the requirements of the Plant Hire Agreement and other provisions of the Building Code.

Further, the Hire Company irrevocably authorises and gives consent to the Principal, its employees and Contractors and all other agents of the Crown in right of the Commonwealth, publishing disclosing or otherwise making available details or other information relating to the Hire Company's compliance or non-compliance or suspected non-compliance with the Building Code, including without limitation as part of the process of the consideration or imposition of a sanction or as part of a sanction, as contemplated by the section of the Building Code relating to "Compliance Principles", to any person, including without limitation, any Commonwealth authority or agency, any state or Territory Government; and further forever releases and discharges the Hirer and the Principal, their employees and Contractors and all other agents of the Crown in right of the Commonwealth from any claims, demands, suits or actions which the Hire Company or a person claiming on the Hire Company's behalf, a Director, other officer or employee of the Hire Company, might otherwise be entitled to make arising out of or in any way in connection with the publishing, disclosure or otherwise making available of the details or other information as aforementioned .

I make this solemn declaration conscientiously believing the information contained herein to be true and correct and by virtue of the provisions of the Oaths Act 1867-1988.

..... Taken and declared before me at.....
Signature of the Declarant this.....day of.....20.....
(to be signed only in the presence of JP/Com Dec)

..... Justice of the Peace/Commissioner for Declarations.....
Name of Declarant

Date.....

Part J Statement of Final Contract Price



SHAMROCK CIVIL

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Shamrock Civil Engineering Pty Ltd

ABN 68 066 655 856

STATEMENT OF FINAL CONTRACT PRICE

Contract Head Subcontract No.

Subcontractor Subcontract No.

	<u>Omissions</u>	<u>Additions</u>
ORIGINAL SUBCONTRACT SUM		\$
Variations No's 1 to	\$	\$
Rise and Fall (if applicable)	\$	\$
Other	\$	\$
	_____	_____
Sub Totals	\$	\$
Less Omissions		\$

AGREED FINAL SUBCONTRACT SUM		\$
<u>Less</u> Previous payments (excluding GST) by cash, PPC or contra charge (PPC No.)	\$	

BALANCE (excluding GST)		
(including retention money being held in accordance with the Subcontract)	\$	
		=====

1. We hereby accept the above AGREED FINAL SUBCONTRACT SUM, which is to have GST added. And certify that we and/or our agents, servants and subcontractors have no further Claims, demands, accounts, expenses, costs, liens, actions and proceedings of any kind, nature and description whether known or unknown against [Shamrock Civil Engineering Pty Ltd](#) (arising out of or relating to this subcontract), beyond the AGREED FINAL SUBCONTRACT SUM stated above and further indemnify [Shamrock Civil Engineering Pty Ltd](#) against any further Claims, demands, debts, accounts, expenses, costs, liens, actions and proceedings and further agree to accept the balance stated above as calculated above as full and final settlement of all outstanding monies due either under the subcontract, in tort or otherwise.

2. We accept that retention of \$ is included in the Balance **or** (in the form of a Bank Guarantee to the price of \$.....)and is not presently due for payment. Retention monies will be held in accordance with the Subcontract and will attract GST upon release.

3. We hereby declare that all monies due in respect of or in connection with the subcontract works have been duly paid to:-

Part J
Statement of Final Contract
Price

- (i) employees, including payments to Superannuation, Redundancy and/or other Industrial Funds as applicable.
- (ii) all suppliers and subcontractors.

4. We hereby declare that we are a registered employer with the Taxation Department.

Signed Date
(for and on behalf of Subcontractor)

Witness Date

Distribution: Subcontractor, Contract File:

Part K

Agreement to Issue Recipient Created Tax Invoices

BETWEEN: [Name of Supplier]_____ ABN [_____] [“Supplier”]

AND: [Shamrock Civil Engineering Pty Ltd](#) of [195 Cobalt Street, CAROLE PARK Qld 4300](#) ABN [68 066 655 856](#) (“Recipient”)

Hereby agrees as follows :

1. The Recipient may (but will not be obliged to) issue a Recipient Created Tax Invoice (“RCTI”) in respect of any subcontracts between the Recipient and the Supplier of the supply of goods of services made by the Supplier to the Recipient unless agreed otherwise.
2. The Recipient will issue a copy of the RCTI to the Supplier and retain the original and will issue to the Supplier an adjustment note in relation to adjustment events.
3. The Supplier must not issue tax invoices in respect of any supplies to which this Agreement applies.
4. The Supplier acknowledges that it is registered for GST as at the date of this Agreement and will promptly notify the Recipient if the Supplier ceases to be registered for GST.
5. The Recipient acknowledges that it is registered for GST as at the date of this Agreement and it will notify the Supplier if it ceases to be registered for GST or ceases to satisfy the legal requirements for issuing an RCTI.
6. This Agreement will automatically terminate if the Recipient ceases to satisfy the legal requirements for issuing an RCTI.
7. The Recipient indemnifies the Supplier for any liability for GST or penalty that may arise as a result of an understatement of the GST payable on any supply for which the Recipient issues an RCTI to the Supplier, but only on the extent that any such liability is caused by an act or omission of the Recipient in issuing that RCTI.

Dated this _____ day of _____ 200 .

Signed on behalf of the Supplier by :

Name

Position

Signed on behalf of the Recipient by :

Name

Position
