

1. INTRODUCTION

Stanwell Corporation Limited ("Principal") is an electricity generator with corporate offices in the following locations in Australia ("Sites"):

Site	Location
Brisbane	Level 12 Waterfront Place 1 Eagle Street Brisbane QLD 4000
Rockhampton	Suites 1, 2 and 3 74 Victoria Parade Rockhampton QLD 4700
Wandoan Project Office (Brisbane)	Suite 1504 Level 15 340 Adelaide Street Brisbane QLD 4000

Copies of the Principal's Policies, Procedures, forms and approved formats can be found on the Principal's web page www.stanwell.com under the section "Our Suppliers" "Policies & Procedures".

2. OBJECTIVES

- (a) The Principal has set the following objectives for the Sites ("Objectives"):
- (i) no Personnel working on a Site or the general public should suffer any illness or injury as a direct result of the operations and associated activities at that Site;
 - (ii) no environmental incidents to occur at a Site as a result of the operations, maintenance and associated activities at that Site;
 - (iii) no lost time or delays to occur as a result of industrial disputes;
 - (iv) to identify and minimise the health & safety and environmental risks; and
 - (v) to establish an underpinning culture which is free from harassment and that places safety and environmental awareness above all else.
- (b) In order to ensure the Objectives are met, the Contractor must:
- (i) implement a detailed risk management process to identify potential risks and establish control measures to ensure the risks are eliminated or reduced to an acceptable level;
 - (ii) incorporate Australian health & safety and environmental management standards into any design, engineering, construction, commissioning, operating and maintenance processes required under the Contract;
 - (iii) comply with all relevant Legislative Requirements, advisory standards, codes of practice and Australian Standards; and
 - (iv) implement a detailed Site-specific Health & Safety Plan and an Environmental Management Plan for all work on the Site if required by the Principal.

3. CONTRACTOR'S RESPONSIBILITIES

The Contractor must:

- (a) comply with the Principal's policies, procedures and standards in respect of discrimination, intimidation and harassment, and in particular, not discriminate against, intimidate or harass any of the Principal's employees, agents, contractors or invitees (and the Contractor acknowledges that these are available from the Principal as set out in Section 1 – Introduction);

- (b) act in a manner which is consistent with the Principal's Code of Conduct which can be found on the Principal's web page www.stanwell.com under the section "Our Suppliers" "Policies & Procedures";
- (c) comply with the Principal's workplace health and safety policies, procedures and standards, including not performing any work under the influence of any alcohol, illegal drug or other substance which may cause risk of injury to any person or property (and the Contractor acknowledges that these are available from the Principal as set out in Section 1 – Introduction);
- (d) comply with the Principal's environmental policies, procedures and standards, including waste minimisation and recycling (and the Contractor acknowledges that these are available from the Principal as set out in Section 1 – Introduction);
- (e) comply with the Principal's security policies, procedures and standards, including in respect of any electronic media (and the Contractor acknowledges that these are available from the Principal as set out in Section 1 – Introduction);
- (f) comply with any directions issued by the Principal's authorised security officers and only use any security access codes or devices provided in accordance with the instructions for their use;
- (g) comply with the Principal's computer usage policies, procedures and standards, including the appropriate use of the internet and emails systems (and the Contractor acknowledges that these are available from the Principal as set out in Section 1 – Introduction); and
- (h) only use the Principal's premises and facilities as authorised and for the purpose of completing the work and not damage those premises or facilities.

4. SITE ACCESS

Site Working Hours

The normal working hours ("Normal Working Hours") for the Sites are between 8:00 am and 5:00pm Monday to Friday of each week excluding Public Holidays. Please make arrangements for any required Site inspections allowing a minimum of two (2) working days before planning to arrive on Site (this will ensure the Site contact has adequate time allocated for the inspection).

The hours during which the Contractor may work on Site must be approved by the Principal prior to the commencement of any work on Site.

All Contractor's Personnel seeking to enter the Site for the first time must report to the Site's Reception. At this point the purpose of the access will be determined and appropriate actions will be taken by the Principal.

Permission to Access Site

The Contractor must ensure that the Contractor's Personnel do not enter a Site without having obtained the Principal's prior approval to do so. The Principal reserves the right to refuse or withdraw permission for any of the Contractor's Personnel to enter a Site.

The Contractor's Personnel must be identifiable on Site as being employed by, or responsible to, the Contractor by displaying an appropriate identification badge. If the Principal issues an identification/access card to a member of the Contractor's Personnel during the Induction Course, the Contractor must ensure that the Contractor's Personnel display the identification/access card at all times they are on Site.

The Contractor must immediately comply with a notice given by the Principal requiring the Contractor to remove any of the Contractor's Personnel from a Site where:

- (a) the notice is reasonably given; or
- (b) the Contractor's Personnel have:
 - (i) failed to comply with the Principal's safety or environmental requirements for a Site; or,
 - (ii) in the sole opinion of the Principal, behaved inappropriately, been negligent or incompetent.

Hours of Site Access

Unless instructed otherwise by the Principal, the Contractor must schedule the work such that work will be performed during the Normal Working Hours for that Site.

Any work schedules that require the Contractor's Personnel to enter the Site out of the Normal Working Hours for that Site must be approved by the Principal prior to the Contractor accessing the Site. If such approval is not given then the Contractor must perform the work during the Normal Working Hours for that Site.

Site Induction Course

The Contractor's Personnel must complete:

- (a) the Induction Course for the relevant Site to the Principal's satisfaction; and
- (b) any other job specific training that the Principal deems necessary.

prior to being granted permission to enter the Site and/or commencing work on the Site. The Principal's basic Induction Course may take up to 60 minutes.

In addition to the 60 minutes Induction Course, the Contractor must confirm with the Principal what, if any, job specific induction training the Contractor's Personnel will be required to attend prior to commencing any work on the Site.

The Contractor must arrange a time and date suitable to the Principal for the Principal to conduct Induction Courses and job specific training for the Contractor's Personnel.

Induction Courses and job specific training for all Sites remain current for a period of 12 months.

Unless the Contract expressly states otherwise, all costs incurred by the Contractor for the Contractor's Personnel to attend Induction Courses and any job specific induction training under the Contract are to be borne by the Contractor.

Registering on and off the Site

The Contractor's Personnel must sign on at the Site when they arrive and sign off when they leave.

The Contractor must ensure that any of the Contractor's Personnel who are not required to be on Site for more than one day in a row at any time, hand back to the Principal at the completion of each Site visit, any identification/access card issued by the Principal.

Additionally, the Contractor must ensure that all identification/access cards issued by the Principal are returned to the Principal:

- (a) at the completion of the Contract; or
- (b) on termination of any of the Contractor's Personnel.

The Principal may charge the Contractor \$30 for each identification/access card which is not returned in a reasonable condition.

Hazardous Substances

No hazardous, toxic or flammable materials/substance (including paints, solvents, etc) may be brought onto a Site without the prior written approval of the Principal. The Contractor must give the Principal at least 2 working days notice of its intention to bring hazardous substances onto a Site. The notice of intention to bring hazardous substances onto a Site must include a Material Safety Data Sheet (MSDS) detailing the following:

- (a) Substance name;
- (b) Properties;
- (c) A copy of the product label or a description of the composition of the materials;
- (d) Safety, health and environmental risks;
- (e) Emergency controls;
- (f) Task and location for which the hazardous substance is to be used;
- (g) List of the proposed users of the substance; and

(h) Method of disposal of wastes including regulated waste requirement by Legislation.

If a hazardous substance is not acceptable to the Principal, an alternative acceptable product or process must be identified and proposed by the Contractor.

Site Security

The Contractor and the Contractor's Personnel must comply with the Principal's security procedures for the relevant Site. Without limitation, this includes complying with the rules and regulations laid down from time to time by the Principal in relation to such matters as security, entry and exit at the Site and allowing the Principal to search personal luggage prior to entry onto a Site.

First Aid

The Principal has first aid representatives available at the following Sites during Normal Working Hours:

- (a) Brisbane Office; and
- (b) Rockhampton Office

The Principal's first aid representatives may be available to treat any of the Contractor's Personnel on those Sites, who require first aid. The Contractor must confirm with the Principal what will actually be provided.

Delivery of Items to the Site

The Contractor is responsible for ascertaining the route to be used for delivery of any item to the Site. All costs and other arrangements in relation to obtaining permits, escorts and any other requirements are the responsibility of the Contractor.

5. CONTRACTOR'S PERSONNEL

Availability of Contractor's Personnel

The Contractor must ensure that all members of the Contractor's Personnel on Site are in a fit condition to perform their work safely. In the event that a member of the Contractor's Personnel does not report for work on a Site, the Contractor must promptly arrange a replacement. The Contractor must bear all costs incurred in providing replacement Personnel under this clause.

Where the work under the Contract or the Services are interrupted or delayed as a result of the Principal withdrawing its permission for a member of the Contractor's Personnel's to enter the Site, such delay or interruption will not be regarded as a delay or interruption beyond the Contractor's control for the purposes of the Contract.

Worker Impairment

Alcohol and other Drugs (AOD)

The Contractor's Personnel must not turn up for work on Site in the possession of, or under the influence of, alcohol or illegal substances. Any Contractor's Personnel who are in the possession of, or under the influence of, alcohol or illegal substances, will not be allowed to commence or continue work at the Site and must leave the Site immediately, when directed to do so, by either the Principal or the Contractor.

Stanwell has an established AOD Procedure where all personnel entering Stanwell workplaces may be subject to testing for the presence of AOD¹. A confirmed positive test result could result in the permanent exclusion of the workers from Stanwell workplaces.

If any member of the Contractor's Personnel are taking drugs or medicine prescribed by a medical practitioner that may cause drowsiness or lessen their ability to perform their work safely, those Personnel must report the situation to their supervisor or the Contractor's Representative on Site prior to commencing work on Site on that day.

Fatigue

¹ The types of testing to be conducted at SCL include Random, On Suspicion, With Cause and self testing.

Stanwell has an established Fatigue Management Policy. The policy places limits on the duration of worker attendance to ensure adequate opportunity for restorative sleep is provided. Contractors may be requested to provide the roster patterns and travel history of workers for a period of up to 7 days prior to the date of commencing work at a Stanwell workplace. When workers are involved in night work, contractors may be required to provide workers transport home (or to a place of accommodation) that does not require them to drive and they may be obliged to provide breaks after successive attendances.

- (a) Rosters will not exceed 72 hours in one week
- (b) Planned rosters will not extend beyond 6 consecutive days

6. CONTRACTORS EQUIPMENT

The Contractor must ensure that the Contractor's Personnel have the necessary tools and equipment to perform their work or the Services under the Contract.

All tools and equipment brought on Site by the Contractor must be fit for purpose and portable electrical equipment must be tested and tagged annually in accordance with the relevant Electrical Safety Regulations and be calibrated as required, and bear a suitable identification mark of ownership.

7. DEFINITIONS

Unless otherwise specified below, terms used in these Site Conditions and defined in the Contract have the meaning given to them in the Contract.

Contract means the purchase order, contract or agreement, as the case may be, between the Principal and Contractor under which the work is being performed;

Contractor means the contractor, supplier or consultant, as the case may be, that the Principal has the Contract with;

Environmental Management Plan means the environmental management plan described in clause 2(b)(iv) and submitted by the Contractor before commencing the Services on the Site and accepted by the Principal.

Environmental Management System means the Principal's environmental management policies, procedures and systems;

Health & Safety Plan means the health and safety plan described in clause 2(b)(iv) submitted by the Contractor before commencing the Services on the Site and accepted by the Principal.

Induction Course means the Principal's environmental and health & safety induction for a Site;

Legislative Requirements means the requirements of all statutes, rules, regulations, proclamations, ordinances, awards, and by-laws, present and future;

MSDS has the meaning given in clause 4;

Normal Working Hours has the meaning given in clause 4;

Objectives means the Principal's objectives as specified in clause 2;

Personnel means:

- (a) in relation to the Principal, the Principal's employees, agents, consultants and contractors (other than the Contractor); and
- (b) in relation to the Contractor, the workers, the Contractor's employees, agents, consultants, subcontractors and their employees, agents, consultants and contractors; and

Site Conditions means these conditions which the Contractor must comply with when accessing and or working on a Site;