

INTRODUCTION

This document details the Workplace Health & Safety (WHS) expectations for subcontractors performing work on behalf of Acqua Drill Resources (ADR) on ADR controlled or managed sites.

The details provided below is not an exhaustive list and may change from time to time.

INSURANCE

The subcontractor must maintain current insurance policies for the following:

- Public Liability
- Workers Compensation - if contractor has employees
- Professional Indemnity for contracted professionals such as Engineers

LIABILITY AND INDEMNITIES

To the extent permitted by law;

- The Subcontractor and its Personnel enter ADR sites at the Subcontractors own risk.
- The Subcontractor is liable for and must indemnify ADR and keep indemnified from and against any liability and any loss or damage of any kind whatsoever arising out of or in connection with any negligent act, negligent omission, or breach of these T&Cs by the Subcontractor, except to the extent that the liability, loss, or damage is caused by an act or omission of ADR.
- The Subcontractor will indemnify ADR against all claims regarding wages or other employment-related benefits that may become due and payable to the Subcontractors employees and all claims of its subcontractors and contractors of goods, labour or services provided in connection with the performance of this Agreement.

WHS GENERAL REQUIREMENTS

The subcontractor shall;

- Complete site inductions as directed by ADR
- Participate in communication meetings such as prestart meetings and toolbox meetings.
- Have or create risk assessments, when instructed by ADR or when the task is considered hazardous (JSA, JHA etc), that detail the hazard that may be encountered during the course of their work and what controls will be used to eliminate the hazard or to the extent reasonably practical minimise the risk of harm or loss from those hazards. The adequacy, including quantity and quality, of the risk assessment will be checked by ADR and if not adequate the work will not proceed until remedied.
- Adhere to safety standards and rules as advised by the ADR site contact or indicated by signage and other information sources.
- Act lawfully within the requirements of Western Australian and Australian laws.
- Report all injuries or near misses.
- Participate in any investigations regarding any injury or loss that occurred on the site whilst the sub-contractor was on site
- Provide and use all required PPE.
- Be able to make available SDS's for all chemical or substances that are hazardous or dangerous and follow the recommended information in those SDS's or SDS's provided by ADR.
- All electrical tools and fire extinguishers are test and tagged as per industry standards
- Keep all tools and equipment used in a serviceable and fit for purpose condition.
- Do not use any tools that are banned by ADR, such as but not limited to;
 - 9" grinders
 - Modified tools
- Participate in any emergency drills or emergency responses that may occur whilst on site
- Have available proof of any current licenses (such as HRWL, Driver license) required to perform the tasks on site
- Be fit for work and not under the influence of drugs or alcohol and be willing to participate in D&A random testing that may occur.
- Always work in a trade's person like manner and/or professional manner.
- Follow all reasonable instructions from ADR.
- Be suitably trained and qualified to complete the tasks.

All subcontractors are authorised to stop work if they are of the opinion the planned work is unsafe or if they are unsure how to complete the task.

SUBCONTRACTORS PERSONNEL

- The Subcontractor must ensure that its personnel comply with these T&C's. The Subcontractor is liable for any acts, omissions, and breaches of these T&Cs by its personnel.

SUSPENSION AND TERMINATION

ADR may immediately stop trading with a Subcontractor if:

- The Subcontractor becomes insolvent, bankrupt or is convicted of a criminal offence.
- The Subcontractor breaches any obligation under these T&C's, which is unable to be remedied or, if it is able to be remedied, is not remedied within 14 days of ADR giving the Subcontractor notice to do so, or
- In ADR's reasonable opinion, the Subcontractors or its Personnel have engaged in any unsafe work practices in connection with these T&C's.

MODERN SLAVERY

- The subcontractor shall acknowledge that ADR is committed to respecting and supporting human rights nationally and internationally and is subject to the Modern Slavery Act 2018 (Cth) and other similar legislation.
- Subcontractor will:
 - Comply with all applicable laws, statutes, and regulations in force from time-to-time supporting human rights, including without limitation the Modern Slavery Act 2018 (Cth); and
 - Take all reasonable steps to ensure that no breach of human rights occurs in the provision of services.

EXCLUSIONS

Exclusions to the requirements detailed in this document may only be approved by the HSE&T Manager and the General Manager of ADR.