



Bentley Operations Site Operating Conditions

1.0 PURPOSE

This document is issued to give an insight of conditions and requirements for entry to the Tiwest Corporate Office, Bunbury Bulk Storage Facility and Henderson Warehouse Facility.

2.0 SCOPE

This procedure is applicable to all personnel entering these sites.

3.0 DUTY OF CARE

3.1 Contractors Duty of Care

3.1.1 Safety

The contractor shall provide and maintain a working environment in which the employees are not exposed to hazards.

3.1.2 Environment

The contractor shall provide and maintain a working environment which does not threaten the environment.

3.2 Contractor Employees Duty of Care

3.2.1 Safety

The contractor's employees shall:

- a) Ensure his or her own health and safety at work; and
- b) Avoid adversely affecting the health of safety of any other person through any act or omission at work.

3.2.2 Environment

The contractor's employees shall:

- a) Ensure that their actions do not threaten the environment in any way; and
- b) Ensure their actions do not cause any other person to threaten the environment in any way.

4.0 CONTROL OF CONTRACTORS EMPLOYEES

The contractor shall comply with any and all directions that are, from time to time, issued by Tiwest or its representative(s).

The Contractor shall be responsible for the proper conduct of its employees while on the Tiwest Site and shall ensure that all of its employees are aware that the following are strictly prohibited:

- the possession or consumption of intoxicating liquor
- the possession or use of drugs, other than as prescribed by a medical practitioner.
- the possession or use of fire-arms
- gambling, horse-play or fighting
- abuse, theft or destruction of Tiwest's or other contractors' property or that of their employees

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Tiwest may direct the contractor to be removed from the Tiwest Site, or from any activity connected with their Engagement under the Agreement, within such time as Tiwest directs, any person who, in the opinion of Tiwest, is guilty of misconduct or is incompetent or negligent. The person shall not be employed on the Tiwest Site or on activities connected with their Engagement under the Agreement without the prior approval of Tiwest.

5.0 SITE FACILITIES

5.1 General

The Tiwest Corporate Office is located at 1 Brodie Hall Drive, Bentley.

The Tiwest Bunbury Bulk Storage Facility is located at Berth 8, Inner Harbour, Leschenault Road, Bunbury

The Tiwest Henderson Warehouse Facility is located on the corner of Stock and Russell Roads, Henderson

5.2 Ablution and Toilet Facilities

Segregated male/female amenities are available.

5.3 Crib Facilities

Crib room facilities are available.

5.4 Meals

There is no on-site food outlet.

5.5 Parking

Parking for private vehicles is to be in designated parking areas.

6.0 SITE INDUCTION

Tiwest has site induction procedures and requires that all personnel complete the relevant induction prior to commencement of work on each site.

7.0 SITE ACCESS AND SECURITY

Contractors attending the Tiwest Bentley sites shall report to the relevant site office prior to gaining access to site. Once completing an induction, contractors will be able to access site depending on the level of induction received.

8.0 FITNESS FOR WORK

Participation in the Tiwest fitness for work program is a condition of entry to a Tiwest Site. The Tiwest fitness for work program covers a range of issues that impact fitness for work, including fatigue, stress, physical well being, medial issues, rehabilitation at work and alcohol and drugs. In particular, all personnel working on a Tiwest Site are required to maintain the ability to provide a 0.00% blood alcohol reading and a negative drug test result in line with Australian Standards AS4308 – 2001. In addition to this, no personnel are permitted to work in excess of 12 consecutive hours without the approval of the Tiwest Supervisor or delegate. Should approval be obtained, personnel are not permitted to work in excess of 14 consecutive hours.

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In support of Tiwest's program, Contractors are required to:

- Establish a fitness for work policy with requirements that satisfy Tiwest requirements.
- establish an appropriate employee assistance program,
- conduct appropriate education and training procedures for all their employees working on a Tiwest Site;
- conduct their own fitness for work assessment program;
- Establish appropriate disciplinary and management procedures for their employees who breach either the Contractors or Tiwest policy.

In addition to this Contractors are required to;

- arrange for all their employees to be inducted and educated prior to commencing work on site;
- inform their employees that they will be subject to Tiwest's testing programs; and
- remove from the site any of their employees who breach the FFW Policy

8.1 Breaches of policy

Contractors in categories that breach Tiwest's Fitness for Work Policy shall be removed from site until such time as an appropriate fitness for work plan has been established. All fitness for work plans are to be approved by the Tiwest Site Manager, prior to the Contractor returning to Site.

8.2 Prescribed Medication

If prescribed medication adversely affects any person, the Tiwest supervisor shall be advised prior to any commencement of work. If the prescribed medication must be taken, and adversely affects the person taking it, then that person shall be removed to an area where he/she is not a hazard to themselves or any other person on site.

9.0 SAFETY

9.1 Safety Policy

Tiwest Joint Venture and its operations manager Tiwest Pty Ltd is committed to excellence in its safety performance through the continuous improvement of its safety management system.

Our policy is that safety will be actively managed and effectively integrated with operational planning.

This means that maximum protection of people and equipment will be provided with minimum disruption to our business, through effective risk identification, control, monitoring systems, and preventative initiatives. Annual audits and review of the safety management system will be conducted utilising an accredited audit tool.

Tiwest recognises that it's Employees, its owner Participants, its Customers, its Suppliers and the Communities in which it operates, need confidence in Tiwest's ability to achieve safety excellence through the efforts of all employees.

9.2 Emergency and/ or Evacuation

An Emergency Response Plan is in place at each of the Tiwest Bentley Sites. The Contractor shall ensure that its representatives are familiar and comply with the relevant site's Emergency Response Plans.

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10.0 FIRST AID

When an injury has been sustained the relevant Tiwest site Injury Management Procedure shall be followed.

All injuries should be reported immediately and recorded using the relevant site's Incident Report form in accordance with the Incident and Hazard Reporting Clause.

Where Tiwest refers Contractor's personnel to a medical practitioner for treatment, the Contractor shall be responsible for all associated costs.

11.0 INCIDENT AND HAZARD REPORTING

The contractor shall bring to the attention of the Principal Advisor – Safety, Health, Environment and Risk, all incidents which will, or may, constitute an accident or hazard to the safety of persons, property or the environment, using the relevant site Incident Report Form, immediately. Incident Report forms are available from Tiwest Supervisors.

Incidents include but are not limited to injury, emission incidents, fire and explosion incidents, property and equipment loss and/or damage, near miss incidents, safety and environmental workplace hazards, environmental pollution and breach of site procedures.

The purpose of incident reporting and investigation is to:

- Establish, as far as is practicable, all of the causal factors relating to the incident so that action can be taken to prevent recurrence.
- Establish a systematic, routine method of reporting, not only full details of the circumstances immediately prior to and at the time of the incident, but also what took place immediately afterward, and
- Compile an accurately documented record of each reported incident to which reference can be made at any subsequent inquiry, prosecution or Common Law action.

12.0 PERSONAL PROTECTIVE EQUIPMENT

Prior to their gaining access to the Tiwest Bentley Sites the contractor shall, where applicable, supply as a minimum to its representatives with the below described, personal protective equipment and ensure they are instructed in the use of it.

13.0 SUPPLY OF PROTECTIVE AND SAFETY EQUIPMENT

The contractor shall ensure that it equips its representatives with all materials and equipment, including safety equipment, they will require to complete all items within the contracted scope of work and not specified as being provided by the Tiwest Site, either on loan or otherwise.

Contractors engaged on the Tiwest Site who do not have the necessary materials or equipment shall arrange for its provision through their own Procurement systems. Use of Tiwest Site assets will be arranged in urgent or emergency situations only with the approval of the applicable Tiwest Site Superintendent or Department Head.

Contractors who have been engaged to work in any restricted area on the Tiwest Site that do not have the necessary personal protective equipment or safety equipment specified in the contract shall be refused access to the area until the equipment has been obtained.

The Tiwest Site shall not provide or replace the contractor's equipment from its own assets.

Unless authorised by the applicable Tiwest Site Superintendent or Department Head with advice to the Supervisor Site Operations Warehousing and/or Tool Storeman, contractors

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shall not draw material from the Tiwest Site Spares Warehouse. All approved material required by the contractor from the Tiwest Site shall be obtained through an authorised Tiwest Site employee.

Tiwest shall offset against the contractor's fees the cost of any Tiwest owned material used by the contractor outside of the contract specifications. Cost shall be calculated at the Tiwest Site inventory or asset cost plus a 12.5% administration and handling fee and 10% goods and services Tax.

A statement listing materials and costs incurred shall be provided on a monthly basis, or at the termination of the contract at Tiwest's total discretion.

The Tiwest Site retains at its own discretion, the right to waive reimbursement of any costs incurred by the contractor through non-compliance with the above.

14.0 ENVIRONMENTAL PROTECTION

14.1 Waste Disposal

The contractor shall dispose of all waste generated through the execution of its obligations under the contract.

Burning of waste is prohibited.

The contractor shall remove all its own waste from the Tiwest Site daily at the completion of each days work to ensure it does not constitute a safety or health hazard.

The contractor shall remove all its own waste prior to its representatives leaving the Tiwest Site of the completion of work under the scope of the contract.

The contract shall not be deemed to be complete until the contractor has removed all its waste from the Tiwest Site.

14.2 Liquid Waste Disposal

The contractor shall ensure no liquid waste of any kind is disposed of to ground.

14.3 Noise

In accordance with the requirements of the Western Australian Noise Regulations and the Mines Safety and Inspection Regulations, the Contractor must satisfy the Works Supervisor that equipment will not exceed the noise levels specified or that the necessary controls are in place.

14.4 Smoke and Dust Control

The contractor shall ensure its representatives are aware that deliberately lit fires are prohibited on the Tiwest Site at all times.

No activity shall be undertaken on the Tiwest Site that is in breach of Tiwest's environmental dust management plan.

14.5 Clearing

There shall be no clearing or disturbance of native vegetation without written authorisation from the Principal Advisor – Safety, Health, Environment and Risk.

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All activities are to be restricted to areas of existing disturbance (e.g. roads) unless written authorisation is granted by the Principal Advisor – Safety, Health, Environment and Risk.

15.0 EQUAL OPPORTUNITY IN THE WORKPLACE

Tiwest is an equal opportunity employer. Tiwest is aware of its obligations to maintain a work place that is free of any discrimination or harassment.

Harassment includes any unwelcome, offensive comment or action concerning a person's race, ethnic origin, sex, marital status, pregnancy, impairment, age, family responsibilities, family status, religious or political conviction. It is behaviour towards another employee that is intimidating or embarrassing.

Tiwest prohibits discrimination and harassment of its employees or any other personnel on the site. It is the responsibility of the contractor to ensure its representatives uphold proper standards of conduct in the workplace. Tiwest retains the right to take reasonable steps to ensure that the workplace is free from harassment and discrimination including directing the contractor to have individuals ordered from the site.

Tiwest will ensure any complaints received from the contractor regarding harassment or discrimination of its representatives by Tiwest employees will:

- be treated with the utmost confidentiality
- be treated seriously
- be attended to promptly; and
- be investigated impartially.

On becoming aware of harassment or discrimination, Tiwest will take any necessary steps, as appropriate to:

- ensure that the harassing or discriminatory conduct does not continue; and
- ensure that complainants and witnesses are not victimised.

Sexual harassment has emerged as a major specific workplace issue in the last few years as people become more aware of their rights.

Sexual harassment does not refer to occasional compliments of mutually acceptable behaviour. The emphasis is on uninvited behaviour such as:

- Sex oriented verbal innuendoes/suggestions/comments including lewd comments about physical appearance or displays of erotic pictures or publications. This includes screening of "blue" movies.
- Demands for sexual favours accompanied by implied or overt promises for preferential treatment, or threats concerning an individual's employment status.
- Unwelcome physical contact such as patting, pinching or deliberate body contact.
- Offensive staring, leering or gesturing.
- Inappropriate language.

Tiwest is aware of its obligations under the Sex Discrimination Act, and will not tolerate such conduct in the workplace.

In accordance with Tiwest's policy contractors shall maintain conduct at work which is free of discrimination or harassment against any Tiwest employee, contractor, or person on Tiwest property.

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Tiwest Site Management will resolve incident/s of harassment and discrimination quickly and confidentially.

16.0 INDUSTRIAL RELATIONS

The Contractor, in employing labour for site engagement shall:

- Ensure that the employee presents to the Site Representative, on request, authentication of all Trade Certificates, Licenses etc. nominated by the employee prior to his commencement of duties on site.
- ensure that the employee is conversant and complies with Tiwest's Occupational Safety and Health, Environmental Protection, and Discrimination and Harassment policies and procedures.
- ensure that the employee is in possession of and complies with, any and all policy documents which are, from time to time, issued by Tiwest.

The contractor shall attend conferences relating to industrial matters as required by Tiwest.

The contractor shall be responsible for maintaining good industrial relations with its employees providing that;

- Tiwest, whilst not interfering with the industrial or personnel affairs of the contract, and without accepting any responsibility whatsoever in relation to industrial disputation, may give guidance and assistance to the contractor where Tiwest considers such action is necessary having regard for the best interest of all parties concerned.
- the contractor shall not, without the prior approval of Tiwest, enter into an agreement with a union in respect to the services being the subject of this Agreement.

Subject to all relevant awards the contractor shall:

- recognise, deal with and observe the rights of its employee's delegates or union officials to the extent that such rights are not being abused or exceeded.
- only permit union meetings to be held off the Tiwest Site or within areas prescribed by Tiwest.
- ensure that its employee delegates do not interfere with the performance of other contractors or that of their employees
- notify Tiwest immediately of all meetings with union officials or employee delegates and the subject matter thereof with performance to Tiwest or operations.
- confine negotiations to meetings or deputation's composed solely of its own employees, including employee delegates.

The contractor shall advise Tiwest and keep the Tiwest fully informed of:

- any real or potential dispute with an employee or union
- any demand from an employee or union for increased wages, alteration of conditions of employment or other concession for employees of the contractor which may involve or affect Tiwest.
- the occurrence of any event which the contractor considers could result in industrial disputation.
- any demarcation dispute that arises between employees of the contractor and those of Tiwest or any third party.

In the event of industrial disputation, union ban, limitation of work or denial of facilities or services, the contractor shall:

- take all such action that is necessary to bring the dispute to an end subject to the dispute settlement procedures relevant to any applicable Award.
- insofar as is possible, ensure that the services under the agreement continue whilst appropriate actions are taken to resolve the dispute.

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The contractor shall not:

- employ or hire an employee of Tiwest or other contractor engaged on site without the current employer's consent.
- do, or cause, anything whereby employees of Tiwest or other contractors engaged on site are induced to terminate their employment.

17.0 HOUSEKEEPING

The contractor shall keep the Tiwest Site clean and tidy: shall provide and use small rubbish bins for small items of waste material.

All rubbish within the Tiwest Site work area shall be removed daily, and the Tiwest Site left clean and tidy at the end of each day.

Large items of waste material are to be stored tidily for subsequent disposal as and when directed by the Works Supervisor or his nominated delegate.

Prior to the contract being deemed complete, the contractor shall remove all temporary buildings, temporary works, materials, plant and equipment used for carrying out the works, and shall leave the site clean and tidy and free of rubbish and surplus materials.

18.0 SIGNS

The contractor shall ensure that its representatives observe all signs, permanent and temporary.

19.0 SMOKING

At all Tiwest Bentley sites, smoking is prohibited in any enclosed or substantially-enclosed place including but not limited to offices, toilets, warehouses and vehicles. Smoking is also prohibited at any areas sign-posted as such.

20.0 ISOLATIONS, TAGGING AND WORK PERMITS

The contractor shall ensure his representatives are familiar, and comply with relevant Tagging and Isolation Procedures.

21.0 BARRICADES OR DANGER TAPE

If a contractor's representative is engaged in work which may endanger other people or he notices a potential hazard which could cause injury to the unwary, he shall arrange to erect a barricade or Danger and/or Caution Tape with information securely attached noting the hazard, the area and report the danger to his supervisor.

22.0 ELECTRICITY AND POWER TOOLS

All power tools shall be maintained in a safe operating condition.

With the exception of 3-phase power, Tiwest incorporates an earth leakage system into all Tiwest Site power outlets. Contractors shall ensure all electrical extension leads shall not exceed 30 metres in length and are fitted with an earth leakage device to supplement the Tiwest system.

Double adaptors shall not be used. Multi power outlets may be used provided the equipment incorporates an appropriate RCD, overload protection or are IP rated for the area intended for use.

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Explosive power tools shall only be used by licensed operators and in accordance with manufacture's instructions and regulatory requirements.

No person shall attempt to repair electrical equipment unless they have the appropriate electrical license and are authorised by Tiwest to do so.

All portable electrical equipment shall be checked before use and have attached an up to date inspection Tag. Damaged equipment and leads shall be removed from service immediately with an Out of Service Tag.

All electrical faults and incidents shall be reported to Tiwest immediately.

23.0 COMPRESSED AIR

Use of compressed air for respiratory purposes is prohibited without first having obtained from the Principal Advisor – Safety, Health, Environment and Risk a current test approval certificate for all breathing apparatus equipment.

Hoses, fittings, tools, air cylinders etc shall comply with all regulatory requirements and standards.

Under no circumstances are changes to be made to the existing Tiwest fittings.

Inspect portable/flexible compressed air fittings and hoses before use.

Compressed air should not be used for cleaning down surfaces, equipment or personnel.

24.0 GAS CYLINDERS

Handling and storage of gas cylinders shall comply with all regulatory requirements and standards including:

- Portable gas cylinders shall be stored in an upright position and secured at all times.
- Separate different gases according to the Dangerous Goods Code.
- Storage areas should be fire resistant, well ventilated, and located away from any source of heat, store combustibles or possible ignition.

Note: Full and empty cylinders should be kept apart in storage to avoid confusion.

Use:

- Contractors shall ensure its representatives are instructed in the identification and uses of industrial gases.
- Do not use oils, greases, or other organic materials on any part of a gas line because of the risk of explosion.
- Ensure proper ventilation.
- Gases must be used with cylinders properly secured in an upright position.
- Cylinders and hoses should be adequately protected when cutting and welding above them.
- Ensure flashback arresters are fitted to hand pieces and manifolds.

25.0 VEHICLES/MOBILE EQUIPMENT

Private vehicles must be left in the designated parking area. All vehicles entering the Site do so at the owners' risk. Tiwest accepts no responsibility whatsoever, for vehicles while on a Tiwest Site.

Vehicles and mobile equipment shall only be driven and or operated by persons holding an appropriate license.

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26.0 FIRE FIGHTING EQUIPMENT

Do not obstruct access to hydrants, hose boxes, fire extinguishers or other fire fighting equipment.

Report any defects, damage or use of fire fighting equipment to Tiwest personnel.

27.0 WORKING AT HEIGHTS

The contractor shall ensure its representatives are familiar with the relevant statutory regulations and Tiwest standards and work procedures for the use of equipment relating to working at heights including but not limited to:

- Ladders.
- Scaffolds.
- Elevating work platforms (EWP).
- Fall restraint equipment.
- Full body harnesses (and not belt harnesses).

The contractor shall ensure the provision, inspection, maintenance, supervision and training in the use of such equipment is to the approved Tiwest standard.

28.0 SLINGS AND OVERHEAD CRANES

Contractors must be authorised to sling and use overhead cranes.

All persons who sling loads shall hold a national certificate of competency i.e. Dogman, Rigger.

All persons who use overhead cranes shall be trained and competent.

29.0 RIGHTS IN DATA

Notwithstanding any legends thereon, all drawings, designs, specifications, notebooks, work records, photographs, negatives, reports, findings, recommendations or memoranda of any description relating to the Works, shall be the property of Tiwest.

Tiwest shall have the right to use, duplicate and disclose such data in any manner that it shall determine without any claim by the contractor.

The Contractor agrees to assign, and hereby assigns, the sole ownership of any copyright to Tiwest for any works created pursuant to the contract.

30.0 MATERIALS RELEASE FROM SITE

Any person wishing to remove any Tiwest owned property from the Tiwest Site, regardless of its serviceability or value, must first obtain formal authorisation from the relevant Tiwest personnel prior to removing the property and follow due procedure.

31.0 DAMAGE AND THEFT

The contractor shall at its own expense replace all equipment that is supplied by Tiwest, which is not subsequently returned in good condition subject to fair wear and tear.

While all precautions are taken, Tiwest accepts no responsibility whatsoever, for any loss or damage which may occur to Contractor personal belongings or equipment while on the Tiwest Site.

32.0 DELIVERIES

All deliveries shall be made via the relevant site office.

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