



Conditions of Working at Site

1. General

While carrying out work at Site, the Supplier must comply with all Legislative Requirements and must meet all requirements specified in this document. To the extent of any inconsistency between any Legislative Requirement and this document, then the inconsistency is to be interpreted by giving precedence to the Legislative Requirement but only to the extent of the inconsistency.

The Supplier must ensure that all persons employed by or under the control of the Supplier and working at Site acquaint themselves and observe and comply with all rules, regulations and directions which may be promulgated or given from time to time by the Purchaser relating to any matter including, but not limited to, the safety of persons, third parties and the preservation of property.

The Supplier agrees to keep indemnified the Purchaser in respect of any loss, injury or damage suffered by the Purchaser as a result of the failure to observe a statutory duty, whether imposed directly on the Supplier or not. The indemnity extends to include any loss or damage suffered as a result of any inquiry, investigation, prosecution or other proceeding under any applicable legislation

The Purchaser manufactures food materials at the Site to very high-quality standards, with strict safety, quality, and hygiene controls. The Supplier is deemed to understand the requirements for carrying out work in this environment and must diligently manage their activities at Site to meet these requirements and must do everything necessary so that the Purchaser's operations are not interrupted while carrying out the Works at the Site.

While carrying out work at Site, the Supplier must:

- (a) strictly adhere to all Legislative Requirements;
- (b) provide everything necessary to complete the Works on Site, including but not limited to, all equipment, materials, consumables, labour, lifting equipment, special tools, vehicles and mobile equipment, signage, temporary barriers, rubbish removal (the Supplier is not permitted to use any tools or any equipment from the Purchaser);
- (c) ensure that all equipment used is maintained in a safe and serviceable condition and is used and operated safely and competently;
- (d) provide suitable precautions and safeguards while carrying out work;
- (e) ensure that the work area is kept clean and tidy and regularly remove rubbish and surplus material (including any excavated material);
- (f) carry out work at Site only in the locations specified by the Purchaser;
- (g) follow all reasonable directions provided by the Purchaser, acting reasonably, while working at Site; and
- (h) provide all safeguards and take such other safety measures as required.

In addition, the Supplier must thoroughly follow all information provided in the Purchaser's Site Induction including appropriate PPE designed for food safety and hygiene as required in the relevant area of work. The Purchaser may, acting reasonably, direct the Supplier to remove from Site any person carrying out any part of the Works at Site who is under the direction, supervision, management, or control by the Supplier who fails to meet any



requirement specified in this document, upon which the Supplier must promptly replace that person with equivalent skills, at no expense to the Purchaser and without any extension of the Date for Completion.

2. Work Planning and Safe Work Method Statements

Prior to commencing work at Site, the Supplier must make a separate detailed inspection of the working area. This inspection at Site must occur no earlier than 2 weeks before any work activity commences at Site and no later than three business days prior to any work activity commencing at Site. This information gathered from this detailed inspection must be used by the Supplier to develop a detailed work plan that describes all activities for the Works at Site. The detailed work plan must be developed by the Supplier in consultation with the Purchaser during the detailed inspection of the Site by the Supplier. This detailed work plan must be used by the Supplier to develop written safe work method statements (SWMS) for work activities on Site. All SWMS documents must:

- (a) be developed and used in accordance with the Work Health and Safety Regulation 2011;
- (b) comprehensively cover all high-risk construction work activities, as defined by the Work Health and Safety Regulation 2011, to be carried out by the Supplier while working at Site;
- (c) identify all foreseeable risks and hazards, with a quantified risk assessment, including as a minimum probability of occurrence and consequences, for each risk or hazard, and methods of controls used by the Supplier to reduce the risk of the activity to an acceptable level; and
- (d) be submitted to the Purchaser for review no later than two Business Days before any work activity commences at Site.

SWMS documents that do not adequately cover all high-risk construction work activities and risks that are reasonably foreseeable for the Works, will be returned to the Supplier for amendment and subsequently resubmitted to the Purchaser for acceptance. Generic SWMS documents that do not address the risks specific to the Works at Site will not be acceptable to the Purchaser. Work must not commence on site until the Purchaser has approved the SWMS documents. All persons carrying out work activities at Site that is described by the SWMS must read and fully understand all information contained in the SWMS document and sign the SWMS document before commencing work. The Supplier must amend the SWMS document during work activities if any changes are identified.

3. Fitness for Work

All of the Supplier's staff, agents, consultants and subcontractors working at the Site must be fit for work at all times. That is, they are in a physical, mental, and emotional state to perform work in a manner that does not threaten their own or other people's safety or well-being. The Supplier must monitor personnel fitness for work through observations and testing as applicable. Testing may include medical assessments, testing for alcohol and other drugs, and fatigue management.

The Purchaser may by either breath or saliva sample, at any time, conduct tests for either or both of alcohol and drugs for anyone working at Site. Testing may include breath alcohol concentration and drug screening via oral swab with alcohol tolerance is 0.00% Breath Alcohol Concentration (BAC) and drug tolerance is as per the applicable Standard.



The Supplier must consider travel requirements when developing work schedules, with a minimum of a ten hour break provided between subsequent shifts. The Supplier must obtain the approval of the Purchaser for any person to work more than 14 hours in a shift while working at Site, inclusive of travel.

4. Safe Work Practices

This Section 4 describes safe work practices for some common activities that may be carried out in working at Site and is not intended to be exhaustive. The Supplier must carry out all activities strictly in compliance with all Legislative Requirements and in addition to the requirements specified in this Section 4, and in accordance with Good Industry Practice.

The Supplier must identify manual handling and ergonomic risks through a risk assessment process and implement controls consistent with the hierarchy of control. Material must only be handled manually when all other options (i.e. mechanical means) have been deemed unsuitable.

The Supplier must implement all reasonable and practicable measures to ensure that activities do not cause a risk or nuisance due to excessive noise inclusive of isolation strategies to control at the source, scheduling and minimising exposure times, employee education, and hearing protection.

Confined space work must proceed only after alternative methods of performing the work are unable to be identified. Where activities must be undertaken in a confined space, the Supplier must carry out a risk assessment prior to that work and obtain approval of that risk assessment from the Purchaser. The Supplier must provide all persons for work in the confined space, including a standby person. Only persons who have completed an accredited confined space training course (current within 2 years) and have been verified as competent shall undertake confined space work (including standby persons). The Supplier must clearly sign post and barricaded confined spaces to prevent uncontrolled access and the standby person must control all access points and monitor all persons entering/exiting the confined space. The Supplier must verify all isolations to the confined space prior to the commencement of work. The Supplier must carry out atmospheric testing prior to and during confined space work.

Only persons with appropriate qualifications and who have been verified as competent shall sling loads and operate cranes. The Supplier must provide all lifting equipment which must be suitable for the specific activity and rated for the lift, display evidence of inspection by a competent person that deems the equipment suitable for use and within date, and must be inspected prior to each use. For large or complex lifts, the Supplier must develop a specific lifting plan prior to commencing the lift which must be approved by a competent person. The lifting plan must take into account the ground bearing capacity and any buried services for the crane location.

All electrical work must comply with applicable Standards. Electrical work shall only be performed by suitably qualified and licensed Electricians.

Excavations greater than 150mm depth must be assessed by the Supplier to ensure there is no potential to contact underground services. The Supplier must ensure access to the excavation is restricted only to persons authorised by the Supplier and must ensure all measures are taken to prevent ground collapse in and around deep excavations. Prior to sawing, drilling, or breaking concrete slabs for removal of concrete sections, the Supplier must carry out non-



destructive testing in the vicinity of the concrete area to confirm there are no pipelines or electrical cables buried in or underneath the concrete area.

Hot work where heat, sparks, and flames are used or generated, including but not limited to welding, soldering, brazing, cutting, grinding, and burning or melting metals carried out by the Supplier at Site shall only be carried out by a person deemed as competent by the Supplier and must only proceed following the issue of a hot work permit by the Purchaser. The Supplier must provide all fire protection means, including a suitable fire extinguisher within 10 metres of hot work. Following the completion of hot work, the Supplier must inspect the area for a minimum of one hour. Piping or equipment that may have contained hydrocarbons, flammable substance or gas must be flushed/purged prior to commencement of hot work.

Isolations shall only be performed by competent operational representatives of the Purchaser. Personnel must inspect and/or request verification of isolations prior to commencing work. Each person working under an isolation must attach and remove only their personal danger lock/tag to the designated isolation/s point.

Mobile equipment will be maintained in sound mechanical condition as per a preventative maintenance program, with pre-start inspections completed prior to commencing work and log-books maintained. Mobile equipment must only be operated by competent personnel. All personnel (including spotters) entering the slew zone of mobile plant must have acknowledged visual contact with the operator and authority to enter.

Working at heights is considered any activity where there is a risk of a person falling from one level to another that is likely to cause injury. A risk assessment must be completed prior to the commencement of any work where this is risk of a person falling more than 2 metres, with all practicable means taken to eliminate the need to work at height. Work is only to be performed from platform ladders where the platform is at the appropriate height for the person to be able to safely and comfortably perform the work. Extension ladders are considered to be a means of access only and work is only to be performed from an extension ladder where the Supplier demonstrates to the Purchaser that the work is low risk and all other means of obtaining access are not practicable. Extension ladders must be secured at the top, correctly footed at the base, with the manufacturer's recommendations followed at all times. Ladders in use must be inspected for correct fitment angle, securing etc. as part of the weekly workplace inspection

5. Hazard and Incident Reporting

A hazard report must be completed by the Supplier for any hazard that has been identified and is unable to be controlled at that time, apart from the use of temporary control measures. Hazard reports must be submitted to the Purchaser without delay.

In the event of a safety incident, the Supplier must immediately attend to the work area to make the area safe, including managing the welfare of any persons affected. All safety incidents occurring during work activities at Site must be reported to the Purchaser immediately. All incidents will be promptly investigated by the Supplier to accurately identify root cause and ensure the implementation of timely and effective corrective action. The Supplier must ensure that root causes and learning outcomes are promptly communicated to all relevant persons. The depth and rigour of the incident investigation shall be proportional to the potential severity rating of the incident.



6. Working Hours

Unless otherwise agreed by the Purchaser, working hours on Site shall not be before 7am nor after 5pm, nor on any Sunday or public holiday at Site.

7. Site Induction and Site Sign-In and Sign-Out

The Supplier must ensure that all personnel, subcontractors, consultants, suppliers and any other visitors who wish to enter the Site:

- (a) have completed the site induction prior to entering the Site; and
- (b) diligently follows all requirements specified in the site induction.

The site induction must be carried out using the induction computer located at the Purchaser's Reception desk. The duration for each person carrying out the site induction is approximately ten minutes and only one person at a time can complete the induction. Prior to carrying out a site induction, the Purchaser will setup a record in the induction system for each person proposing to carry out an induction. The Supplier must provide the Purchaser with a full list of names and contact phone numbers for all persons requiring a site induction, at least two Business Days in advance. A person who has successfully completed a site induction is required to carry out a site induction once every 12 months.

The Supplier must ensure that all persons working on the Site signs in to the site induction system each time they enter the Site and signs out of the site induction system prior to leaving the Site.

8. Site Amenities

Where the Supplier's staff, agents, consultants and subcontractors working at the Site numbers 12 or less, the Supplier is permitted to use the Purchaser's amenities (crib rooms, toilets and first aid station). Where the Supplier has more than 12 persons working at the Site, the Supplier must provide all of their own amenities. All site amenities must be fit for their intended purpose and maintained using Good Industry Practice at all times. The location of a Supplier's site amenities shall be determined by the Purchaser. No person is permitted to consume any food material outside of the designated crib room. Smoking on Site is permitted only at the designated smoking area at the Site.

9. Existing Operations

The Supplier must ensure that all work activities at the Site minimise the impact to the Supplier's operations. The Supplier must obtain the prior approval of the Purchaser for all cut-ins and connections to any existing assets. The Purchaser may require shutdowns, cut-ins and connections to be undertaken at specific times, including Saturdays and Sundays. The Supplier must comply with all reasonable directions of the Purchaser regarding such cut-ins and connections.

The Supplier must submit full details to the Purchaser of proposed shutdowns, interruptions, or operational changes to any existing equipment or infrastructure. The details submitted by the Supplier must fully describe the proposed physical and operational changes, the methodology for making all changes, and the timing and durations of all activities. The



Purchaser may reject submissions by the Supplier that do not contain full details of the proposed changes and the Supplier must resubmit the information addressing the areas in the submission that are identified by the Purchaser as being deficient. The Purchaser will advise the Supplier within two Business Days after the receipt of a submission whether the changes are acceptable. Where the Purchaser advises the Supplier that the proposed changes are not acceptable, the Supplier must revise the submission to address the concerns identified by the Supplier. In this case, submission of details of the proposed changes must be resubmitted to the Purchaser for approval. The supplier must provide the Supplier with written notice before the proposed start date as follows:

- (a) where the proposed shutdown or interruption to existing operations is 4 hours or less: 3 Business Days' notice; or
- (b) where the proposed shutdown or interruption to existing operations is more than 4 hours but not more than 1 day: 5 Business Days' notice; or
- (c) where the proposed shutdown or interruption to existing operations is more than 1 day but not more than 2 days: 10 Business Days' notice; or
- (d) where the proposed shutdown or interruption to existing operations is more than 2 days: 20 Business Days' notice.

In addition to ensuring safe access throughout the Site for the existing operations, the Supplier will be responsible for maintaining trafficability and ensuring access is continuously maintained throughout the course of work activities at the Site for the existing operations.

10. Storage on Site

All storage areas must be kept neat and tidy. The Supplier must obtain the approval of the Purchaser prior to designating areas of the Site for storage. Safety data sheets must be kept on Site at all times for any hazardous substances the Supplier has on Site.

The Supplier must not use roads, driveways, paths, hard-standings and the like for storage unless prior written approval has been given by the Purchaser.

The Supplier must store materials and equipment on Site:

- (a) in accordance with manufacturer's recommendations;
- (b) in a manner so as to prevent damage to the Site and its surrounds (including environmental harm);
- (c) to minimise interruption to the existing operations; and
- (d) to minimise hazards to persons, materials and equipment.

The Supplier must protect stored equipment against damage, including (without limitation) by dust, dirt, temperature, shock, moisture and/or flooding.

11. Plant Security and Access

Access to the Site will be from the existing gate at the front boundary of the Site. The Supplier must ensure that the security of the Site is not adversely affected by the Supplier's activities. Where required for security and safety management, temporary security fencing and access gates and the like must be maintained by the Supplier at all times during work at Site.



The Supplier must, at their own expense, rectify any damage or disturbance caused by their work activities at the Site including but not limited to the rectification of disturbed excavated surfaces, reinstatement of roads, and any damage to the Purchaser's property.

12. Utilities and Services

For temporary connections to existing services, the Supplier must provide all equipment, materials and labour, and ensure those connections are made in accordance with Good Industry Practice, all applicable Legislative Requirements, and the requirement of any applicable government agency. The Supplier must disconnect all temporary connections and make good any existing services affected by the Works.

The Supplier is permitted to consume the electricity and potable water at the Site to carry out the Works at no expense to the Supplier.

13. Temporary Works

The Supplier must install, alter, adapt and maintain temporary works as necessary, and remove them progressively as the Works proceed.

14. Delivery of Materials and Equipment

All materials and equipment for delivery to the Delivery Point must be packed for transport and delivered in such a manner as to be protected from dust and climatic conditions during loading, transport, unloading and subsequent storage in the open to minimise the risk of damage to the item or to persons or property. Materials must be suitably packed and protected against vibration, movement and shock that may occur during loading, transport and unloading. The Supplier must ensure that the current written recommendations and instructions of the manufacturer or supplier are followed for transporting, delivering, storing, handling, and protecting. The Supplier must make good any damage that occurs. The Purchaser has restricted storage facilities on Site and cannot store materials and equipment under cover unless otherwise confirmed in writing by the Purchaser prior to delivery to Site.

All transport vehicles must be fit for their intended purpose. All materials must be adequately secured. The Supplier must provide adequate equipment for the safe unloading, placement or storage of materials.

All heavy equipment items supplied as part of the Works must have provision for lifting, slinging and handling during installation. All parts weighing one tonne or over must be marked with their weight.

15. Location of Work at Site

The Supplier must only carry out work activities at Site in areas as designated by the Purchaser in order to maintain strict safety, quality, and hygiene controls of the existing operations at Site. Where work activities must be undertaken inside a building, the Supplier must contain all construction material and debris to the minimum area practicable for the shortest period of time possible and also install temporary means, including but not limited to hoarding and sealing, to restrict construction material and debris from contaminating food manufacturing



and handling areas. The Supplier must meticulously clean up and remove all traces of construction material and debris as soon as practicable from the work area.

16. Hygiene

The Purchaser maintains strict controls over foreign materials and potential contaminants, including construction debris, from entering food products. These hygiene controls are most relevant in areas that:

- (i) manufactures, prepares, or packages food products;
- (ii) stores food, ingredients, or packaging for food products; or
- (iii) the Purchaser's personnel or mobile equipment traverses and later enters areas described in (i) and (ii) above

The Supplier must follow the Purchaser's conditions for personnel and equipment hygiene and sanitation prior to entering an area under hygiene control. The Supplier must not carry out any work where there is a risk of any foreign material or contaminants of any description entering food products. Where the Supplier is directed by the Purchaser to carry out work in an area under hygiene control, the Supplier must meticulously clean the work area on completion of the Works, or prior to the Purchaser using the area, to the same standard or better than was provided to the Supplier before commencing work, with particular attention to foreign materials and potential contaminants. Cleaning and decontaminating an area following completion of the work area includes cleaning and removing all material and debris generated during the Works from all surfaces that may have foreign material, including floors, walls, ceilings, machinery and other equipment.

Only electrically powered machines and equipment may be used in an area that manufactures food products or stores food or associated ingredients or packaging.

The Supplier must carry out the Works using Good Manufacturing Practices such that the Purchaser can maintain strict hygiene controls following completion of the Works.

17. Quality of Work

All work carried out must be in accordance with Good Industry Practice and be fit for purpose.

All materials used for the Works must be new, except where an existing asset is specifically required to be reused. Further, they must withstand the variations of temperature and atmospheric conditions arising under working conditions without distortion or deterioration or the setting up of undue stresses in any part, and also without affecting the strength and suitability of the various parts for the work that they have to perform. The Supplier must replace parts identified as being Defective prior to incorporating in the Works. No repair of such Defective parts will be permitted without the written approval of the Purchaser. Material having fire and vermin resistant properties must, as far as practicable, be adopted throughout.

All materials must be free of asbestos and polychlorinated biphenyls (PCBs).

The Supplier must give due consideration to materials, such that under the conditions of intended use by the Purchaser, there is no release of any substance that would be harmful to food products.



18. PPE

The Supplier must ensure that that all personnel, subcontractors, consultants, suppliers and any other visitors who wish to enter the Site are provided with the following personal protective equipment (PPE):

- (a) high visibility shirt or vest – all areas of the Site;
- (b) steel cap shoes or boots – all areas of the Site;
- (c) long trousers – for access to food manufacturing areas;
- (d) safety glasses – for access to food manufacturing areas and operational activities as directed;
- (e) safety helmets – for access to the building roof cavity;
- (f) hearing protection – for activities involving noisy operations; and
- (g) any other equipment specified by the Supplier for specific work activities at Site.

The PPE requirements specific to the Works at Site must be defined by the Contractor for each activity and all persons associated with that activity must wear that PPE.

Jewellery is not permitted to be worn by any person within a production building on Site.

19. Definitions

In this document:

- (a) “Business Day” means a day which is not a Saturday or Sunday and is not a public holiday, bank holiday or special holiday in the place of the Site.
- (b) “Date for Completion” means the date specified by the Supplier for completion of the Works;
- (c) “Defective” means that the Goods or Services do not conform to the Specifications; or have an error, defect or malfunction; or are not fit for purpose;
- (d) “Goods” means the Goods stated in the Order or incidental to the supply of the Services;
- (e) “Good Industry Practice” means the standards, practices, policies, methods, acts and procedures generally followed or approved by relevant industries with respect to the Works, and that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a prudent, experienced, competent and skilled Supplier, making reference to any relevant standards, codes of practice, industry guidelines, or the like, for supply of a similar nature to the Works;
- (f) “Legislative Requirements” means Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the jurisdiction where the Works, or part thereof, is being carried out; and certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction where the Works, or part thereof, is being carried out.
- (g) “Order” means the Purchaser’s offer to purchase Goods and Services;
- (h) “Purchaser” means Botanical Foods Company Pty Ltd A.B.N. 47 085 074 282
- (i) “Purchaser’s Property” means all property owned by the Purchaser including real, personal, and intellectual property;
- (j) “Site” means lands and other places at the address 80 to 86 Palmwoods-Montville Road, Palmwoods. Queensland 4555 Australia to be made available to the Supplier by the Purchaser for the purpose of the Works;



Botanical Food Company Pty Ltd
ABN 47 085 074 282
80 Palmwoods-Montville Road
PO Box 481,
Palmwoods QLD 455

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- (k) “Specifications” means requirements or performance criteria specified by the Purchaser or published generally by the manufacturer of the Goods;
 - (l) “Supplier” means the supplier or intending supply of the Goods or Service, identified in the Order, and its directors, employees, agents and contractors; and
 - (m) “Works” means the work which the Supplier is or may be required to carry out and complete including all other incidental work to completely fulfil the Purchaser’s specified requirements.