

In Performing the services:

1. **[Law]** Contractor will comply with the law, normal industry standards and Brisbane Convention & Exhibition Centre (BCEC) Management's reasonable directions;
2. **[Materials]** Contractor will use only first class materials;
3. **[Standards]** Work will be done to a high standard and comply with any applicable Australian Standards and or Industry Code of Practice;
4. **[Emergency]** Contractor will not hinder or obstruct any member of the medical, police, fire, ambulance, first aid or other emergency service or any authorised security officer in the exercise of his duties or power in or near the Centre;
5. **[Exits]** Contractor will keep all passages in and exits from the Centre, fire alarms and fire extinguishers, free from obstruction and keep exits locked or unlocked as BCEC Management directs;
6. **[Damage]** Contractor will not by any act or omission, damage the Centre or anything in it and take all precautions necessary to ensure that equipment and surface finishes are protected against dust, dirt, shock and impact;
7. **[Dangerous items]** Contractor will not do or bring into the Centre anything that in the reasonable opinion of BCEC Management is dangerous, flammable, volatile, explosive, disorderly, toxic, noisome, offensive, immoral or inconsistent with the purpose for which this contract was made or the purpose of the Centre;
8. **[Restricted entry]** Contractor will not enter any area of the Centre which is not the subject of the services without permission from BCEC Management;
9. **[Service entry]** Contractor will use back of house service ways, lifts and areas for the purpose of transporting, storing and operating tools, equipment and materials;
10. **[Not interrupt events]** Contractor will not cause the interruption of any events being held at the Centre;
11. **[Barricades]** Contractor will barricade the work areas where they are in a public area, to the satisfaction of BCEC Management and will keep all tools and equipment within the barricaded area;
12. **[Waste]** Contractor will dispose of all waste resulting from their activities;
13. **[Tools]** Contractor will only use tools and equipment approved by BCEC Management and will not use any BCEC equipment or tools without permission from BCEC Management.
14. **[Noise]** Contractor will use its best endeavours to make sure that noise levels are kept to a minimum.
15. **[No smoking]** Contractor will not, and will make sure that its employees do not smoke in the Centre;
16. **[Skills]** Contractor, or its representatives who have appropriate qualifications and skills, will do all the work needed to provide the services.
17. **[On-Site Safety Induction]** Contractors and their staff (includes sub contractor) are to undertake the Brisbane Convention & Exhibition Centre site safety induction prior to commencing work.

BCEC Management can make Contractor stop work at any time if any aspect of the services are not acceptable to BCEC Management. Any cost incurred is the responsibility of the Contractor.

Work Health & Safety

The *WHS Act 2011* requires that persons conducting a business or undertaking provides due diligence with regards to ensuring the safety of workers and persons associated with the undertaking i.e. the public and Brisbane Convention & Exhibition Centre staff.

Contractors or Person Conducting a Business or Undertaking (PCBU) are to ensure that safety management plans; safe work method statements and risk assessments are conducted in their associated activities whilst engaged as contractors at Brisbane Convention & Exhibition Centre. (includes sub contractors of the principal contractor).

Entry to the Centre

Contractor and their representatives enter the Centre at their own risk. Contractor releases BCEC Management and its officers, employees and agents from any liability whatever however arising in relation to the services or entry to the Centre.

Contractor must make sure that all keys and passes of any kind relating to the Centre or anything in it given to Contractor:

- (a) are kept by people authorised by BCEC Management;
- (b) are not duplicated;
- (c) are returned to BCEC Management when Contractor vacates the Centre, or at the completion of the works, whichever is earlier.

Building Maintenance Contractors and their representatives must sign in and out each day at the Security Office in the Centre. Only Contractor and their authorised representatives can enter the Centre. Contractor and their representatives can park in the prescribed parking areas, but only for the purpose of the services.

Contractor's responsibility

Contractor agrees that BCEC Management is not responsible for any aspect of the services.

Contractor agrees to indemnify BCEC Management and BCEC Management's employees, officers and agents against any liability or damage to any person or thing whatever (including liability or damage caused by negligence) connected with the services or the failure of Contractor to perform the services.



**OPERATIONS PLAN - FORMS
WORK HEALTH & SAFETY
STANDARD TERMS AND CONDITIONS
FOR CONTRACTORS**



Contractor has sole responsibility for the safe conduct of the Works. Contractor must make sure that its representatives are properly supervised.

BCEC Management not responsible for Contractor's employees

Contractor is responsible for everything done in or to the Centre by its representatives.

Unless BCEC Management agrees otherwise, Contractor must make sure that everyone performing the services is an employee or agent of the Contractor, not BCEC Management.

Records of work

Contractor must give BCEC Management whatever records of hours worked and services performed to BCEC Management when requested.

Giving back documents

When this agreement ends, Contractor must immediately deliver to BCEC Management all records and documents that relate to BCEC Management and are in the possession or control of Contractor or its employees or representatives.

Contractor must have insurance

While this agreement is in force, Contractor must make sure it is covered by and gives BCEC Management copies of certificates of currency for:

- (a) worker's compensation insurance, as required by law; and
- (b) public liability and product insurance indemnifying BCEC Management and South Bank Corporation, the owner of the Centre, with a minimum limit of indemnity of \$20,000,000.

The certificate of currency must be issued by the insurer of the insurance policy and not by the broker.

The insurance policies must be for amounts and on terms satisfactory to BCEC Management. Contractor must give BCEC Management a copy of the insurance policies if BCEC Management request.

Contractor's liability to BCEC Management will not be limited in any way because of any insurance.

Guidelines

Contractors must be conversant with the BCEC Guidelines document on the principles of:

- Health and Safety
- Fire & Emergency
- Event Design
- Attire and Conduct

Contractor is not an employee

Contractor is an independent contractor, not an employee or agent of BCEC Management. Contractor cannot bind BCEC Management.

What words and expressions mean

Representative means an employee, officer, agent or subcontractor of Contractor;

Centre means the Brisbane Convention & Exhibition Centre.

I/We agree to the Brisbane Convention & Exhibition Centre Standard Terms and Conditions set out above:

Company:.....

Name:

Signed:

Title:.....

Date: