

Appendix 4

Customer Safety Agreement

Customer _____ **Supply agreement**

Occupational Health and Safety Compliance with Laws and Policies

Supplier _____ **agrees to:**

- a) Comply with all WH&S legislation, regulations and codes of practice relevant to the services and any agreed customer's _____ site safety requirements.
- b) Ensure that supplier's _____ personnel observe and adhere to any agreed customer's _____ WH&S policy.
- c) Appoint a representative of supplier's _____ to be responsible for occupational health and safety and environmental matters in connection with the services.
- d) Arrange and attend inductions every 12 months and before any services are provided at supplier's _____ expense.
- e) Ensure that all persons engaged to provide services as part of the contract are competent to carry out the activities/tasks at all times; as to not be injurious to themselves or others and to provide evidence, when requested by customer's _____ of all licenses, tickets or other forms of evidence demonstrating competency, and;
- f) Ensure that Supplier's _____ personnel observe and adhere to the WH&S requirements as highlighted in the induction program.

Customer _____ **agrees to:**

- a) Comply with all WH&S legislation, regulations and codes of practice relevant to the services and any customer's _____ Site Safety Requirements.
- b) Appoint a representative of customer's _____ to be responsible for WH&S and safety and environmental matters in connection with the contract.
- c) Arrange and provide inductions every 12 months and before any supply.
- d) Ensure that the work area is free from hazards to the health, safety and welfare of supplier's _____ employees required to be on site for the purposes of work.
- e) Ensure that customer's _____ personnel, customer's _____ head contractor's personnel and their sub-contractors observe and adhere to good WH&S practice (legal or otherwise) that will not present potential or actual harm to persons working on behalf of supplier _____
- f) Pay for WH&S controls (eg. tickets, procedures, hardware and modifications) that are in excess of supplier _____ minimum standards that have not been agreed to prior to the commencement of this agreement.

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Customer Safety Agreement

Customer _____ Workplaces

Customer _____ shall provide supplier _____ with such access to the site(s) and resources as is necessary to enable the supplier _____ to fulfil their obligations under this agreement.

If access to the site, processes or location of the job is deemed "unsafe" by Supplier _____ the supply will cease immediately until such time as the OH&S concern has been rectified and the changes have been agreed to by the supplier _____ appointed representative. In this case the customer _____ will not deem supplier _____ in breach of this agreement or otherwise be liable to the other by reason of any delay in performance or non-performance of any of its obligations to the extent that the delay or non-performance is due to any WH&S concern as duly notified by supplier _____ to customer _____

Customer _____ Workplace Access Protocols.

Prior to any supply being undertaken;

- a) A prestart checklist (WH&S Site Checklist or Site Pre-Start Checklist) must be undertaken prior to the commencement of each job phase and when the conditions of the job change the WH&S Site Plan. The content of the checklists and plan are to be agreed by both parties prior to implementation.
- b) An WH&S Site Plan must be developed by customer _____ and agreed to by supplier _____ 48hours prior to the delivery day.
- c) The WH&S Site Plan will need to include, but not be limited to, capabilities for pump set-up, 600mm access on dual pump feeds, provision for tyre wash, good communication between pump operator and agitator drivers, a spotter when reversing and an area for discharge which is free of overhead hazards (i.e. crane movements).
- d) Any pumps being used for the purposes of pumping concrete on site must be certified, have emergency stops on both sides within reach from ground level and be operated by suitably qualified personnel at all times.