



SITE CONDITIONS

Kogan Creek Power Station Pty Ltd

CS Energy Ltd
Kogan Creek Power Station
Site Conditions

| | |
|---|-----------|
| Definitions | 3 |
| 1 Introduction | 4 |
| 2 Application Of Site Conditions | 4 |
| 3 Contractor Responsibility, Site Access and Induction | 4 |
| 4 General Working Conditions | 5 |
| 4.1 Personnel Access and Electronic Swipe Cards | 5 |
| 4.2 Vehicles | 5 |
| 4.3 Security..... | 6 |
| 4.4 Prohibited From Site..... | 6 |
| 4.5 Permit To Work System..... | 6 |
| 4.6 Smoking..... | 7 |
| 4.7 Fit for Duty | 7 |
| 5 Risk Management and Workplace Health, Safety and Environment | 7 |
| 5.1 Compliance with Legislation and Standards | 7 |
| 5.2 Safety and Environmental Plan | 7 |
| 5.3 Environmental Performance | 8 |
| 5.4 Environmental Incidents and Complaints..... | 8 |
| 5.5 Audits..... | 9 |
| 5.6 Non-Compliance..... | 9 |
| 5.7 Health and Safety Professionals | 10 |
| 5.8 Protective Clothing and Safety Equipment..... | 10 |
| 5.9 Working at Height..... | 10 |
| 5.10 Tools and Equipment..... | 11 |
| 5.11 First Aid..... | 11 |
| 5.12 Vaccinations | 11 |
| 5.13 Injuries | 11 |
| 5.14 Dangerous Occurrences / Incidents / Near Misses..... | 11 |
| 5.15 Material Safety Data Sheets (MSDS)..... | 11 |
| 5.16 Site Inductions | 12 |
| 5.17 Bullying, Harassment and Victimisation | 12 |
| 5.18 Electric and Magnetic Fields | 12 |
| 6 Facilities | 12 |
| 6.1 General..... | 12 |
| 6.2 Portable Office/Crib and Ablution Buildings | 13 |
| 6.3 Storage Area | 13 |
| 6.4 Site Cleaning | 13 |
| 6.5 Power Supplies..... | 13 |
| 6.6 Lighting | 14 |
| 6.7 Water | 14 |
| 6.8 Compressed Air..... | 14 |
| 6.9 Photography | 14 |
| 7 Contractors Equipment | 14 |
| 7.1 Responsibility For Equipment..... | 14 |
| 7.1 Electrical | 15 |
| 7.2 Inspection, Measurement and Test Equipment..... | 16 |
| 7.3 Statutory Authority Certificates..... | 16 |
| 7.4 Lifting, Rigging and Scaffolding Equipment..... | 16 |
| 8 Workmanship | 16 |
| 9 Qualifications and Experience | 16 |
| 9.1 General..... | 16 |
| 9.2 Pressure Welders..... | 17 |
| 9.3 Trades Assistants/General Hands..... | 17 |
| 10 Accommodation and Transport | 17 |
| 11 Industrial Relations | 17 |
| 12 Equal Employment Opportunity (E.E.O.) | 17 |
| 13 Interference | 18 |
| 14 Liaison | 18 |
| 15 Audit Requirements | 18 |
| 16 Business Systems | 18 |

CS Energy Ltd
Kogan Creek Power Station
Site Conditions

DEFINITIONS

| Term | Definition |
|----------------------------|--|
| Contract | The Contract between the Principal and the Contractor attached to these Site Conditions. |
| Contractor | The entity contracted to perform and complete the services and/or any party, which makes a supply to the Principal under the Contract, however named in that Contract. |
| Personnel | The Contractors employees and agents including any permanent, casual, apprenticed and subcontracted personnel. |
| Principal | Kogan Creek Power Station Pty Ltd (ABN: 82 088 229 832) and/or CS Energy Limited (ABN: 54 078 848 745) and/or the entity stated as the Principal in the Contract. |
| Principal's Representative | Any person nominated from time to time by the Principal and may include any or all Kogan Creek Power Station employees. |
| PTW | "Permit To Work" is an authorisation on the prescribed form giving approval for work on specified equipment/or in a specified area. |
| Site | The place where the services are to be performed and includes any area that is located within the boundaries of the Kogan Creek Power Station and any buffer land that the station manages. |
| Services | The whole and any part of the work which the contractor is required to perform and complete under the contract and includes variations, remedial work and all other work reasonably necessary for the performance of the Contract. |
| Station | Means Kogan Creek Power Station |
| Work | Shall have the same meaning as Services |

1 INTRODUCTION

Kogan Creek Power Station Pty Ltd (ABN 82 088 229 832) is a wholly owned subsidiary of CS Energy Limited.

The Station is a 750MW, single unit, supercritical-steam; coal-fired power station located approximately 28km east of Chinchilla in south-west Queensland. The Station operates as a base load power station, generating electricity 24 hours per day, 7 days per week.

2 APPLICATION OF SITE CONDITIONS

These Site Conditions apply unless otherwise specified in the Contract between the Principal and the Contractor.

3 CONTRACTOR RESPONSIBILITY, SITE ACCESS AND INDUCTION

Prior to the Contractor or the Personnel accessing the Site, the Contractor must:

- ensure that its Personnel have completed the Principal's site induction training (in accordance with paragraph 5.16 below) and PTW training (as applicable);
- ensure that its Personnel have received an electronic access card issued from the Principal upon completion of the site induction;
- provide at least three (3) days prior to commencement of the Services details of all Personnel accompanied by copies of their trade or professional certificates, indentures and tickets/licences necessary to carry out the Services along with a current form of identification in the form of a Drivers Licence or passport to the Principal's representative; and
- ensure that all Personnel are fully aware of the Principal's policies and procedures (copies of which can be obtained from the Principal's representative) along with the requirements and conditions of the Contract regarding their performance and conduct while on or in the vicinity of the Site.

The Principal reserves the right to refuse entry or withdraw permission for any person from the Site if they do not comply with these Site Conditions or have the necessary competencies set out in clause 9.1.

The Contractor is responsible for:

- ensuring that the Personnel comply at all times with these General Site Conditions;
- ensuring that all Personnel are available at Site at the designated times and ready for the performance of the Services. If any of the Personnel are not available at the designated time and ready for the performance of the Services, unless provided for in the Contract, the Contractor shall supply a replacement within three (3) hours of such and event; and
- all aspects of security within the *Contractor's* own work areas.

4 GENERAL WORKING CONDITIONS

Only competent, experienced, skilled, licensed and certified Personnel will be utilised to provide the Services. The Contractor shall provide evidence of such skills, experience competencies and certification/licenses to the satisfaction of the Principal.

All Personnel will be expected to work alongside the Principal's multi disciplined, multi skilled workforce, and other Contractors on Site.

4.1 Personnel Access and Electronic Swipe Cards

Contractor's Personnel are not permitted access to any area outside the immediate location where the Services are being performed. Specifically, Contractor's Personnel are not permitted to enter the Control Room or any of the administration buildings, laboratory, workshops or stores, unless directed by the Principal's representative.

The Principal reserves the right to refuse or withdraw permission for any person to access the Site. Any interruption to the Services under the Contract caused by the withdrawal of a persons permission to access the Site shall be regarded as an interruption within the control of the Contractor, and despite any other provision of the Contract, shall not be grounds for an extension of time or a claim for delay or disruption costs.

In such circumstances, the Contractor shall ensure that replacement Personnel acceptable to the Principal shall be available to commence work on the Site within three (3) hours of such an event, at no additional charge.

Electronic swipe cards will be issued to all Personnel who have completed the Kogan Creek Site Induction and it is the Contractors responsibility to ensure that all Personnel log on whenever they enter the Site and log off whenever they leave. If the Personnel are not required to be on Site for any more than (2) two consecutive business days, then they must return their swipe card to the Principal at the completion of each Site visit.

Additionally, the Contractor must ensure that all swipe cards issued to the Contractor's Personnel are returned to the Principal upon completion of the work or termination of any of the Contractors Personnel. Failure to return the swipe cards will result in a \$50 charge for each card - to be deducted from the Contractor's final invoice.

4.2 Vehicles

Only Contractor's vehicles carrying equipment necessary for the performance of the Services shall be allowed on Site and entry to Site by each vehicle will be subject to approval by the Principal. Private vehicles belonging to Contractor's Personnel are not permitted to enter Site.

All vehicles required to access the Site shall be registered and comply with Queensland legislative requirements. They must also abide by the following specific conditions:

- Vehicles shall be registered with Site Security and provided with a "Vehicle Access Pass" prior to being granted access to Site.
- All Personnel driving vehicles on Site shall have a current driving licence endorsed for the type of vehicle being driven.
- All vehicles shall be clearly marked with the name of the Contractor.
- All vehicles shall be fitted with a clearly visible rotating light.
- Seatbelts must be worn on Site, in accordance with general road rules.
- Keys shall be left in vehicles at all times when the vehicle is unattended.
- There is to be no parking inside the turbine hall or between the boiler and bag house and other "no parking" designated areas on Site.

CS Energy Ltd
Kogan Creek Power Station
Site Conditions

- The speed limits on Site will be sign posted and must be adhered to at all times.
- Vehicles shall at all times obey road line markings and signs on Site.

4.3 Security

The Contractor's Personnel shall comply with the Principal's security procedures and policies with respect to entry to and exit from Site, vehicle parking and traffic control. All Personnel shall comply with any direction given by the Principal's Representative including security staff.

Any vehicles and mobile plant, containers, personal bags, cases, tool boxes and the like being brought onto or taken from the Site shall be subject to inspection. All Personnel on Site will be deemed to have consented to such inspection.

The Contractor shall immediately report any theft to the Principal's Representative.

4.4 Prohibited From Site

At no time, without the express written permission from the Principal, shall firearms, ammunition, pyrotechnics, explosives, illicit drugs, alcohol or animals be permitted to be brought on to the Site.

4.5 Permit To Work System

The Principal has a Permit to Work ("PTW") system that is used to control all work on Site. All Personnel shall comply with the Principals PTW Manual and Code Of Practice, KC-PTW-01 and associated procedures. These ensure that prior to the performance of any work, all potential energies on plant and equipment are properly isolated.

It is the responsibility of all Personnel to ensure that isolation points are not interfered with or operated without following the procedure set out in the Principal's policy "KC-PTW-01". Non-adherence to this policy or interference with any isolation point constitutes a serious breach of the Site Conditions.

The Principal may request that the Contractor nominate a PTW Officer and/or PTW Officer in Charge ("OIC") for performance of the Services. This nomination is to be completed in accordance with the Principal's policy "Approval and Training of Authorised persons within the PTW System" (PTW Manual V1.00.03).

The Principal's PTW System includes the use of danger isolation tags and locks to secure isolation points. Personnel:

- shall be issued with a numbered personal lock;
- shall be required to fix their lock to the PTW Board ,sign on to the PTW ;
- shall adhere to any instructions given by their OIC regarding work and removal of their personal lock; and
- shall undertake training for the role of PTWO and OIC if requested by the Principal.

Unauthorised interference with danger tags, isolation locks and/or PTW Boards constitutes a serious breach of the Site Conditions.

Personal locks are to be returned to Principal's representative at the completion of the Services on Site.

Failure to return locks to Principal's representative will result in a charge of \$25 for each lock. This amount will be deducted from the Contractor's final invoice.

4.6 Smoking

Kogan Creek Power Station operates as a smoke free work site. Smoking is not permitted in any working area or other prescribed areas on Site. Smoking will only be permitted in areas designated by the Principal.

4.7 Fit for Duty

All Personnel must ensure they comply with the Principal's policies and procedures regarding fitness for duty. They are to be fit for the duties they undertake and that they work in a manner that protects both themselves and other personnel from potential harm.

The Contractor acknowledges that while at the Principal's workplace and/or conducting business on behalf of the Principal they are obliged to participate in testing programs as a condition of access to its workplaces.

Specific to ***the management of alcohol and other drugs***, the contractors may be asked to provide a sample, either breath (for alcohol testing) or saliva (for drug testing).

The Principal will exclude, from any of the Principal's sites, any Contractor whose test result does not meet the requirements set out in the procedure.

Risks due to the effect of ***fatigue*** shall be managed by the Contractor with appropriate control measures implemented. The most effective means to manage fatigue is to have adequate restorative sleep.

Where a Contractor has exceeded the requirements of the Principal's fatigue management conditions they may be requested to leave site or refused entry to the site.

5 RISK MANAGEMENT AND WORKPLACE HEALTH, SAFETY AND ENVIRONMENT

5.1 Compliance with Legislation and Standards

The Contractor shall comply with all of the Principal's policies and procedures as well as relevant Workplace Health and Safety Standards. These may include but are not limited to:

- Workplace Health and Safety Legislation
- Work Cover Legislation
- Environmental Legislation

5.2 Safety and Environmental Plan

The Contractor shall submit an Occupational Health, Safety and Environmental ("OHSE") Plan detailing the main activities and tasks involved while performing the Services on Site. The OHSE Plan shall show the assessment and control of risks for the potential hazards associated with the performance of the Services.

The Contractor's OHSE Plan shall detail the requirements and methods used to ensure that all Personnel are physically fit and capable of performing the work and that work practices are environmentally sound and able to be carried out in a safe manner.

The Contractor shall complete Job Safety & Environmental Analysis sheets (JSEA'S), for all work prior to commencing that work.

Upon request, the Contractor shall provide the Principal with details of any OHSE incidents or near misses that may have occurred while carrying out the Contract.

5.3 Environmental Performance

The Contractor shall comply with any relevant requirements of the *Environmental Protection Act 1994* and the *Integrated Planning Act 1997* and the requirements of the Principal relating to environmental management and protection.

Some of these provisions include:

- (a) The Contractor must ensure that all reasonable and practicable measures have been taken to prevent and/or minimise harm to the environment from any activity that will or is likely to cause environmental harm.
- (b) The Contractor must prevent the occurrence of nuisance from dust, water, noise and vibration or other sources through or in connection with the execution of the Services.
- (c) If the Contractor becomes aware that the Contractor or any other individual or group has caused any environmental harm, the Contractor shall notify the Principal immediately.
- (d) The Contractor must immediately notify and supply with details to the Principal of any complaint made to the Contractor by any person about the Services undertaken by the Contractor on the Site.
- (e) The Contractor must comply with any reasonable direction given by the Principal where the Principal forms the view that the Contractor's work practices or those work practices of the Contractor's Personnel may cause nuisance from dust, water, noise and vibration or harm, damage or pollute the environment through or in connection with the Services.
- (f) Any spillage of wastes, contaminants or other materials shall be contained and then cleaned up as quickly as practicable and in the manner specified in the Site induction and relevant Site procedures. Spillages are not to be cleaned by hosing, sweeping or otherwise releasing such wastes, contaminants or materials into any stormwater drainage system, roadside gutters or watercourses.
- (g) All oils, fuels and chemicals brought on to Site or decanted on Site by the Contractor must be adequately labelled, contained and bunded at all times to prevent spillage onto the ground or stormwater systems. They must be accompanied by a Material Safety Data Sheet, ("MSDS") and registered in accordance with clause 5.14 of this document.

Any oil or chemical spill shall be contained and then cleaned up immediately with an approved dry type oil absorbent material. Each Contractor with equipment on Site that could potentially leak or spill oil shall hold on Site a stock of an approved oil absorbent material. The material may also be obtained from one of the many Oil Spill Kits located around the Site. Used oil absorbent material shall be placed in the designated disposal bins. No oil or absorbent material shall be permitted to discharge into stormwater drainage system, roadside gutters or watercourses

The Principal must be notified in the event of any environmental incidents.

5.4 Environmental Incidents and Complaints

The Contractor must report incidents and non-compliance with Environmental Authorities or complaints referred to in clause 5.3, in the following manner for:

- (a) Incidents and non-compliance with Environmental Authorities

CS Energy Ltd
Kogan Creek Power Station
Site Conditions

- (i) Written advice of the following information must be provided as soon as possible but no later than 7 days following an occurrence, incident or event (for the purposes of this clause all referred to as “event”):
 - (A) The location of the event;
 - (B) The time of the event;
 - (C) The time the holder of the Environmental Authority became aware of the event;
 - (D) The suspected cause of the event;
 - (E) A description of the resulting effects of the event;
 - (F) Actions taken to mitigate any environmental harm and/or environmental nuisance caused by the event; and
 - (G) Proposed actions to prevent a recurrence of the event.
- (b) Complaints
 - (i) Time, date and nature of complaint;
 - (ii) Type of communication (telephone, letter, personal etc)
 - (iii) Name, contact address and contact telephone number of the complainant (Note: if the complainant does not wish to be identified then “Not Identified” is to be recorded);
 - (iv) Response and investigation undertaken as a result of the complaint (Note: if the complaint is considered frivolous or vexatious, the reasons for considering the complaint frivolous or vexatious must be recorded.);
 - (v) Name of person responsible for investigating the complaint;
 - (vi) Action taken as a result of the complaint investigation and signature of responsible person; and
- (c) Advise if the complaint is about dust and provide on-site meteorological data relevant to the time from a representative site including wind speed and direction, temperature, barometric pressure, daily rainfall and relative humidity.

5.5 Audits

The Occupational Health Safety and Environment (“OHSE”) Plan will be audited in three stages, detailed as follows:

Stage 1

Prior to commencement of work on Site - the OHSE Plan will be reviewed against Station standards to ensure compatibility with existing systems.

Stage 2

During work on Site – the Principal may conduct an audit to ensure compliance with the controls detailed in the OHSE Plan.

Stage 3

On completion of work on Site - overall compliance of the OHSE Plan against Station systems is assessed and recorded for future work.

5.6 Non-Compliance

The number of audits will vary according to the length of the contract and time spent on Site. Non-compliance to the OHSE Plan will be reported in writing detailing non-conformances and opportunities for improvement. Extensive non-compliance or acts of incompetence or negligence will be considered a breach of contract.

The *Principal* will not tolerate any breaches of the Site safety conditions and will require immediate action to remedy any breach.

5.7 Health and Safety Professionals

Where a Contractor employs more than 30 employees the Contractor shall appoint and maintain a Workplace Health and Safety Officer and Rehabilitation Officer prior to commencement of work on Site. The Contractor shall provide details of the names, contact numbers and qualifications of the persons so appointed.

5.8 Protective Clothing and Safety Equipment

The Contractor shall ensure that all Contractor Personnel wear protective clothing and are provided with, and use safety equipment to the complete satisfaction of the Principal. Protective equipment that shall be provided by the Contractor and worn by its Personnel in accordance with the requirements of the Workplace Health and Safety Act 1995, shall include, but not be limited to, the following:

- High colour visibility long sleeved cotton shirts and trousers and/or combination overalls or equivalent. (Sleeves to be rolled down and buttoned at the wrist);
- All Contractors shall ensure that their Personnel wear the same colour high visibility clothing;
- Flame retardant clothing for all persons performing:
 - Potential live electrical work.
 - Acting as safety observers
 - Working in proximity to energised conductors
 - Welding and boiler-making work
- Fully covered steel toe capped safety shoes/boots in accordance with AS2210;
- Non - metallic safety helmets to AS1801-81 (Red and Orange helmets not to be worn on Site as they are reserved for emergency purposes only);
- Hearing Protection (to be worn near all plant areas and/or when required by a JSEA);
- Minimum requirement eye protection to AS1337 or any other types of eye protection as identified by a JSEA (Eye protection is mandatory and must be worn at all times while on Site);
- Gloves as required;
- Respiratory protective devices as required to AS1716;
- Other PPE as required by JSEA's.

The Principal will not provide protective clothing or wet weather gear to the Contractor's Personnel.

The Contractor is responsible for the safety of all traffic and the provision of all necessary warning lights and barriers and all measures necessary for the protection of and the prevention of injury, loss or damage to any person or property in connection with the execution of the Services.

5.9 Working at Height

All Personnel must ensure they comply with the Principal's policies and procedures regarding working at heights and must implement fall protection control measures when working at heights greater than 2.0m. Fall protection may be implemented by a combination or any of the following means:

- Edge protection – permanent handrails
- Scaffold – hand and mid rails with kickboards
- Fall arrest or fall restraint systems with an associated recovery plan.

5.10 Tools and Equipment

The Contractor shall ensure that all tools and equipment supplied to perform the Services are fit for purpose and are maintained in a clean and safe condition. Where applicable, such tools and equipment shall comply with legislative requirements. i.e. Lifting slings to be certified and electrical equipment “tested and tagged”.

All electric welding equipment must be fitted with a voltage reduction device (VRD) to AS 3195.

Without lessening the responsibility of the Contractor the Principal shall have the right to inspect any and all tools and equipment. If, after such inspection, the Principal finds that the tools or equipment are unsuitable to perform the Services, the Contractor shall provide replacement tools or equipment at no additional cost to the Principal.

5.11 First Aid

The Principal's Security officers will be trained to administer First Aid, and in the event of Personnel sustaining injury they will be available to administer First Aid during the hours of 0600 and 1800 Monday to Friday. Outside of these hours the Principal's personnel on Site will be available to provide First Aid services.

Contractors are encouraged to provide Personnel who are trained in First Aid.

It is a requirement of the *Workplace Health and Safety Act 1995* that every “serious bodily injury”, “dangerous event”, “work caused illness” or “work injury” (as the terms are defined in that Act) be immediately reported to the Principal.

5.12 Vaccinations

Where the Contractor is performing work that requires vaccinations such as Hepatitis A & B, tetanus, etc, the Contractor is responsible for ensuring its Personnel are appropriately vaccinated and these are up to date at all times. Information on Personnel vaccinations shall be provided to the Principal upon request.

5.13 Injuries

The Contractor shall ensure that all injuries to its Personnel are reported to the Principal as soon as practicable. An injury report must be completed by the Contractor and handed to the Principal within twenty-four (24) hours of the injury occurring.

5.14 Dangerous Occurrences / Incidents / Near Misses

The Contractor shall ensure that all dangerous events and/or critical incidents and near misses involving its Personnel are reported to the Principal as soon as practicable.

5.15 Material Safety Data Sheets (MSDS)

All chemical and/or hazardous substances used on Site shall be accompanied by a Material Safety Data Sheet (MSDS) and shall be registered in the Principal's “Chemical and Hazardous Substances Register”.

An MSDS must be submitted to the Principal prior to any chemical and/or hazardous substance being brought on to Site.

A copy of the MSDS must accompany any chemical and/or hazardous substance at all times while it is on Site.

5.16 Site Inductions

No Personnel shall be allowed to access the Site prior to completing the Principal's Site induction training and receiving a Site access card (electronic swipe card).

No Personnel shall perform work on Site prior to completing the Principal's Site induction and PTW training.

Site induction training will be valid to access the Site for a period of twelve (12) months from the date of training after which, the Personnel will be required to complete the training again. However, if any Personnel have not accessed the Site for a period of six (6) months or more, then they are required to complete the site induction again.

Specific inductions may be required for certain areas of plant and types of work including but not limited to confined space training, specific electrical training and cooling tower specific inductions.

Should the Contractor employ additional Personnel during the course of the Contract, the Principal will arrange as soon as possible to conduct inductions for these Personnel. Any delay by the Principal in conducting this training will not be grounds for extensions of time or claims for additional costs.

5.17 Bullying, Harassment and Victimisation

The Contractor must take all necessary measures to prevent the occurrence of bullying, harassment and victimisation by the Contractors Personnel. If the Contractor becomes aware of any instance of bullying, harassment or victimisation then the Contractor must notify the Principal immediately and take steps to address the issue.

5.18 Electric and Magnetic Fields

Some areas of the Site and plant have access restrictions due to the presence of high voltage generation or transmission sources. Personnel and others must advise the Principal if they have pacemakers, metallic medical implants or hearing devices.

6 FACILITIES

6.1 General

The Contractor may be allocated a lay down and storage area or building or part thereof on Site by the Principal. Power, water, sanitation and drainage may be available for the Contractor's use.

The Contractor's use of any laydown area, facility, building or part thereof, is pursuant to a non-exclusive licence only. The Principal may at any time withdraw or amend the permission for such use. The Principal's permission for any use by the Contractor does not create or imply any form of tenure in any area, lay down, building or part thereof.

All maintenance or improvements to any area shall be approved by the Principal prior to any work being done. The cost of maintenance and improvement of any property of the Contractor shall be met by the Contractor.

Any area occupied by the Contractor but outside the area allocated to the Contractor shall, at the request of the Principal, be cleared at the Contractor's expense. The Principal has the right to change and/or allocate new areas to the Contractor.

6.2 Portable Office/Crib and Ablution Buildings

With Principal's written consent, the Contractor may supply and install the Contractor's own portable site buildings including offices, lunchrooms, toilets, locker rooms, washing facilities and containers, all of which, must be installed and maintained to the satisfaction of the Principal. All buildings/containers shall be in accordance with the *Workplace Health and Safety Act 1995* and any relevant Regulations and the relevant Australian Standards and otherwise shall be of a standard satisfactory to the Principal.

Without lessening the responsibility of the Contractor or the statutory obligations, all buildings/containers may be inspected by the Principal prior to the equipment being permitted on Site. Any building/container that does not, in the opinion of the Principal, comply with any requirement of the Principal will not be permitted on Site.

All buildings/containers shall be clearly marked with the Contractor's name.

All shipping containers being used for work on Site shall have an emergency hatch/exit fitted.

Upon any request by the Principal, all Contractor buildings and containers on Site shall be made available by the Contractor for inspection by the Principal.

6.3 Storage Area

The Contractor shall be responsible for the adequacy of protection against loss, corrosion damage or mechanical damage of the Principal's materials and/or equipment in their possession. If necessary, the Contractor shall arrange covered storage at the Contractor's expense. Any damage that may occur to material and/or equipment shall be repaired, refurbished or replaced to a condition reasonably required by the Principal before that item is installed.

6.4 Site Cleaning

The Contractor is responsible for cleanliness of the Contractor's work and facilities areas and is to arrange and maintain any necessary services required to achieve such cleanliness.

The Contractor shall be responsible for the removal of all rubbish, spoil and waste from Site. The Contractor is not to use any Site rubbish bins without the permission of the Principal. Materials shall not be dumped on any adjacent land. At all times when working on Site, the Contractor shall make provision to prevent damage to the local environment, adjacent plant or buildings.

Upon completion of the Contract, the Contractor shall, subject to the provisions of the Contract, remove all buildings, workshops and temporary Services, all equipment and surplus materials and shall restore the Site and leave the whole of the work area and surroundings in a clean and tidy condition fit for immediate use.

6.5 Power Supplies

A limited supply of electricity at 240 volt and 415 volt 3 phase 4 wire 50 Hz will be provided free of charge to the Contractor provided that the Contractor exercises reasonable economy in its use. All electrical work performed by the Contractor must be performed in accordance with section 7 of these Site Conditions.

The Principal may provide power supplies solely for the use of the Contractor. The Contractor shall supply approved power distribution boards to connect to these outlets for all the Contractor's power requirements.

The power distribution board shall be provided by the Contractor in accordance with AS 3000 and other relevant Australian Standards. Residual Current Device (RCD) protection is required on all power distribution boards.

All connections and disconnections at the above mentioned supply points shall be carried out by the Contractor and approved by the Principal prior to use.

Where required by the Principal, cable shall be run in conduit.

6.6 Lighting

The Contractor shall provide all temporary lighting required for the performance of the Services. All lighting must comply with relevant legislation (codes and standards) for the type of work to be performed. The Contractor shall not tamper with or remove any lighting that has been installed by the Principal.

The Contractor shall be responsible for the maintenance and supply of parts for all the Contractor's own lighting.

6.7 Water

A limited supply of potable and/or non-potable water will be provided to the Contractor and at various locations on the Site free of cost subject to the Contractor exercising strict control over its usage.

Any pipe-work required by the Contractor for reticulation beyond the Principal's points of supply shall be provided by the Contractor at no cost to the Principal. The Contractor shall install and maintain such pipe-work with the approval of and to the reasonable satisfaction of the Principal.

6.8 Compressed Air

A limited supply of compressed air may be made available from the Station compressed air system for operation of small air tools used to perform the work.

Where the Contractor's compressed air needs cannot be readily met by the Station system, the Contractor shall provide its own compressors. Compressed air for blast cleaning work shall be provided by the Contractor. Compressors shall be fitted with approved silencers and located on Site to the satisfaction of the Principal.

6.9 Photography

No photographs are to be taken on Site without the written permission of the Principal.

7 CONTRACTORS EQUIPMENT

7.1 Responsibility for Equipment

The Principal will not accept responsibility for loss of or damage to the Contractors vehicles, tools, clothing or equipment. The Contractor shall arrange any security deemed to be necessary within the Contractor's own work area at no cost to the Principal. The Contractor shall immediately report any theft to the Principal.

Each item of equipment belonging to the Contractor shall be clearly marked with identification specifying ownership and contact details of the Contractor.

7.1 Electrical

All electrical work on site shall be conducted in accordance with the Principal's Electrical Safety Management Procedure, CS-OHS-31 as well as the relevant Australian Standards, Codes and Statutory requirements.

The Contractor shall submit to the Principal, no later than two (2) weeks prior to the commencement of work on Site, a plan showing where the power distribution boards are to be located and an inventory of all electrical equipment to be utilised on Site.

Without lessening the responsibility of the Contractor in regard to safety of equipment and statutory obligations, all electrical equipment, shall have clear and permanent identification and have current certification as "tested and tagged". All equipment may be subject to inspection by the Principal prior to being permitted on Site.

Any equipment that does not comply with all statutory and/or Site requirements will not be permitted on Site.

Any equipment or tooling found to be defective by the Contractor or the Principal is to be immediately removed from service by the Contractor and clearly marked "Out Of Service". All electrical faults that occur during the conduct of the Services must be reported to the Principal. The Contractor shall ensure that all of the Contractor's electrical equipment is suitably maintained, calibrated, certified and repaired at no cost to the Principal.

The Principal has in place restrictions relating to the performance of live electrical work and work in proximity of exposed energised conductors. Personnel are not to encroach the safe approach distances and exclusion zones as specified in the Electrical Safety Regulations and Codes of Practice and/or the Principal's policies and procedures. Personnel must be authorised through the PTW System to work in any explosive atmospheres or hazardous areas, undertake live electrical work, test and prove de-energised and work in an "authorised zone".

All Personnel are to treat any exposed electrical part as energised until it is isolated and proven de-energised. The Principal requires all electrical Personnel to implement a test for dead before commencing work on electrical equipment and installations - (TEST BEFORE YOU TOUCH).

Where electrical work has been conducted on electrical equipment, a certificate of testing and safety is to be provided to the Principal by a licensed electrical Contractor.

Where electrical installation work has been performed on a high voltage electrical installation, or on an electrical installation located in a hazardous area, the work is to be inspected by an accredited auditor and an inspection and test certificate is to be provided to the Principal.

Electrical Cord Extension Sets

All electrical cord extensions sets on Site shall comply with Australian Standard AS 3120:1999 – Approval and test specification – Cord Extension Sockets.

All socket ends of electrical leads used on Site must be fitted with a socket with a "shroud" or protection of the socket face.

All power leads used to conduct the Services shall be run in a neat and safe manner, ensuring that access for Personnel and vehicles is not endangered or impeded. Where cables cross walkways, then suitable protective covers shall be supplied and installed by the Contractor.

7.2 Inspection, Measurement and Test Equipment

The Contractor's inspection, measuring and test equipment shall comply with the Principal's calibration requirements. Records shall be provided to the Principal prior to the equipment's use on any plant or equipment on Site.

7.3 Statutory Authority Certificates

Before any item of plant that is subject to Statutory Authority Certification, is put to use on Site the Contractor shall provide copies of the relevant Statutory Authority Certificates to the Principal. No modification shall be made to any plant or equipment that is the subject of a certificate unless the modification is approved by the Authority that issued the certificate. The Contractor shall provide the Principal with a copy of the authorisation of the modification.

7.4 Lifting, Rigging and Scaffolding Equipment

All lifting, rigging and scaffolding equipment to be used on Site must comply with statutory requirements and Site safety requirements. The Contractor is required to have a procedure that prescribes the methods of registration and inspection of all lifting and rigging equipment.

Scaffolds erected on Site must be tagged if they are greater than 2m high.

The "Scafftag" recording system is used for all scaffolding on Site.

Without lessening the responsibility of the Contractor in regard to safety of equipment and statutory obligations, all lifting, rigging or scaffolding equipment and appropriate certificates and records may be inspected by the Principal prior to the equipment being allowed on Site. Contractors shall ensure that containers carrying lifting, rigging and scaffolding equipment are accessible so that the Principal may conduct an inspection prior to equipment entering Site. Any equipment that does not comply with all statutory and/or Site requirements shall not be allowed on Site.

All equipment found by the Principal to be defective or inappropriate for use shall be immediately removed from service and costs incurred in repairing or replacing the equipment be met by the Contractor.

8 WORKMANSHIP

The Services shall be conducted in a proper and tradesman-like manner and to the standards specified in the contract, and to the extent that such standards are not specified, then to a standard commensurate with international practices, methods, specifications, standards of safety, construction and commissioning/testing for work of a similar nature to that being carried out by the Contractor.

9 QUALIFICATIONS AND EXPERIENCE

9.1 General

All *Contractor's Personnel* shall:

CS Energy Ltd
Kogan Creek Power Station
Site Conditions

- (a) have experience commensurate with the tasks they are employed to do, for example, in heavy industry maintenance or construction, be able to work at heights, in confined spaces, and be able to communicate and cooperate with other employees;
- (b) possess the appropriate trade certificates/statutory tickets relevant to the Services being performed or specified in the Contract between the Principal and the Contractor. These must be attached to the Identification Card Application to be completed prior to access to Site. Permission to enter the Site will not be given if qualifications are not attached to these applications; and

9.2 Pressure Welders

If the Services include coded welding then, the Contractor shall ensure that its weld supervisor is qualified in accordance with AS 1796-2001 to Certificate No.10 and that pressure welders maintain current qualifications for codes required to perform the Services. Testing shall be the responsibility of the Contractor and should be undertaken within 6 months prior to commencement of work on Site. The Contractor is to maintain records of such qualifications and provide them to the Principal if requested.

9.3 Trades Assistants/General Hands

All trades assistants shall have experience working with tradespersons on large industrial sites. Where the Contractor chooses to employ people with little or no experience of this type of work or where the person is younger than seventeen (17) years of age they shall only be employed in areas and on work approved by the Principal.

10 ACCOMMODATION AND TRANSPORT

Unless otherwise specified in the Contract, the Principal will not provide accommodation and transport for Personnel or meet the cost of any accommodation and transport that the Contractor provides for the Contractor's Personnel. The Contractor shall be deemed to have made all appropriate allowances in the contract price.

11 INDUSTRIAL RELATIONS

The Contractor shall be responsible for industrial relations within the Contractor's own workforce.

The Contractor shall keep the Principal fully informed of any disputes or other matters likely to affect industrial relations on the Site.

Upon request, the Contractor must provide copies of all industrial instruments and agreements applicable to the Contractors workforce to the Principal.

The Contractor must ensure that it deals with all industrial matters relevant to its Personnel at the Site such that the services are executed without interruption, that industrial disputes are avoided and all Personnel are paid and receive all amounts, benefits, allowances and conditions to which they are entitled.

12 EQUAL EMPLOYMENT OPPORTUNITY (E.E.O.)

The Contractor shall provide employment conditions that ensure equal employment opportunities and that are free from unlawful discriminatory practices. Such employment must reflect both relevant legislation and current community standards.

13 INTERFERENCE

As the Principal is an electricity generating authority the operation and maintenance of the Station is at all times of primary importance. The Contractor shall not do anything that could interfere in any way with the continuity of electricity supply without approval of the Principal whose decision shall be final and despite any other provision of the Contract may be in the interest of the Principal alone.

14 LIAISON

The Contractor shall appoint and make available at no additional expense to the Principal, a Contractor's representative to act as liaison officer between the Principal and the Contractor.

The Contractor shall notify the Principal in writing of the name and contact numbers of the Contractor's representative and of any subsequent changes.

Any direction given by the Principal to the Contractor's representative in relation to the Services under the Contract shall be deemed to have been given to the Contractor.

Matters within the knowledge of the Contractor's representative shall be deemed to be within the knowledge of the Contractor.

15 AUDIT REQUIREMENTS

Upon reasonable notice, if required by the Principal, the Contractor shall make available for inspection, time sheets, wages books and any other documentation that substantiates a claim for payment or evidences compliance with any requirement of these Site Conditions.

16 BUSINESS SYSTEMS

If required by the Principal, the Contractor shall utilise the Principals business management system, SAP, to provide work close out information as required by the Principal.