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Postal: PO Box 424 CARINA QLD 4152 Address: 1190 Creek Road CARINA HEIGHTS QLD 4152 ABN: 41 149 364 727 ACN: 141 206 591

CONTRACTOR INDUCTION PACKAGE & SUBCONTRACT AGREEMENT

We would like to welcome you to the Eagle Alliance Earthmoving team.

Enclosed is our Contractor Induction Package to be completed and returned to our office at your earliest convenience. This will enable us to enter all of your details into our system ensuring that we are fully compliant with all OHS regulations and policies. It also advises you and any persons you engage of the requirements and expectations of contractors engaged by Eagle Alliance Earthmoving Pty Ltd.

Can you please complete all sections in full and where required attach copies of all documents requested.

The required paperwork MUST BE returned to Eagle Alliance Earthmoving Pty Ltd prior to commencing work on site.

Should you have any questions as you work through the package please contact our office.

Sincerely

Rui Lopes

Managing Director

USE THE CHECKLIST PROVIDED TO ENSURE YOU HAVE COMPLETED AND ATTACHED ALL DOCUMENTATION

RETURN THE COMPLETED PACKAGE TO EAGLE ALLIANCE EARTHMOVING PTY LTD



SECTION A – INFORMATION TO BE RETURNED BY CONTRACTOR

Instructions and Checklist for Completing the Contractor Induction Package

All sections are to be completed in full. Where required attach copies of <u>all documents</u> requested.

A "Certificate of Currency" is required as proof of all insurances. You can obtain a Certificate of Currency by contacting your insurance broker or insurer.

Failure to fill in forms completely, correctly or to provide documents requested by the due date will affect our ability to provide you with work.

Use the checklist below to ensure that you have completed and attached all information.

Ha	Have you done the following?									
	Completed and signed the Contractor Business Information form.									
	Completed the <u>Payment Terms</u> section and signed the <u>Terms and Conditions of Subcontract</u> form.									
	Completed the Letter of Authority to Obtain Confirmation of Insurance form.									
	Completed the Operator/s Information form.									
	Completed	d the <u>N</u>	lachines Inforr	<u>mation</u> :	form.					
	Completed	d and s	signed the <u>Rec</u>	eipt of	Policy Stateme	ents for	m.			
	Completed	d and s	signed the <u>Rec</u>	eipt of	Site Safety Ru	<u>les</u> forn	1.			
	Completed	d and s	signed the <u>Rec</u>	eipt of	Emergency Pla	<u>an</u> form				
	Completed form.	d and s	signed the <u>Rec</u>	eipt of	Safe Work Me	thod Sta	atements and	Safe W	ork Proced	<u>ures</u>
	Attached a copy of your <u>RII Tickets and VOCs (issued by an RTO), Blue/White Card, Drivers Licence and Registration Certificates (Plant and Trucks)</u> .									
	Attached a Certificate of Currency for Workers Compensation Insurance (if you have "deemed workers").									
	Attached a	<u>Certi</u>	ficate of Curre	ncy for	Public Liabilit	y Insura	ance.			
	Attached a	<u>Certi</u>	ficate of Curre	ncy for	Motor Vehicle	and Pla	ant Insurance	<u>)</u> .		
	Attached a Certificate of Currency for Personal Accident / Income Protection Insurance.									
If so please forward all of the above information with this page to Eagle Alliance Earthmoving P/L.										
Ea	Eagle Alliance Earthmoving Pty Ltd use only. All information has been received and checked.									
Contractor Legal Name:										
Adm	Administration Manager: Date:									
	МУОВ		G: Drive		Email Spreadsheet		COR Spreadsheet		Mobile Docketing	
All	ocate 365		Subcontractor Spreadsheet		Rego Spreadsheet		Induction Spreadsheet			



CONTRACTOR BUSINESS INFORMATION

Legal Entity (Please	Circle)	Pty Ltd	Trust	
Legal Name				
Business Name				
ABN		A	CN ————	GST Registered YES / NO
Business Address				
Postal Address				
Phone (Home):			Mobile	
Fax no			Email —	
, , , ,	, , ,			
INSURANCES				
Workers Compensa				
Insurer's Name ——				
Public Liability				
Insurer's Name ——			———— Insured Amount —	
Policy no —			Renewal Date —	
Accident / Income P	rotection	<u>lallach a C</u>	<u> vertificate di Gurrericy)</u>	
Insurer's Name ——			Insured Amount —	
Policy no —				
Commercial Motor I	nsurer (Vehicle	-	<u>Certificate of Currency)</u>	
Insurer's Name —			Insured Amount	
Policy no —			——— Renewal Date —— Certificate of Currency)	
BANKING DETAILS	3			
Account Name				
BSB no			Account no	
PAYMENT TERMS	3: (Please sele	ct your preference)		
13% - 9	guaranteed mor	nthly payment, 45 days	from end of month	
16% - 9	guaranteed mor	nthly payment, 30 days	from end of month	
20% - 9	guaranteed fortr	nightly payment, every 2	2 ND Thursday for work completed	& invoiced by the previous Friday
Eagle Alliance Earthm	oving Pty Ltd im	nmediately. I / we decla	re that I / we will maintain the fo	les to this information will be notified to llowing insurances detailed above and to Eagle Alliance Earthmoving Pty Ltd.
Signature:		Name:	Position:	Date:



EAGLE ALLIANCE EARTHMOVING PTY LTD - TERMS & CONDITIONS OF SUBCONTRACT

1. INTRODUCTION

In this contract "Agent" means Eagle Alliance Earthmoving Pty Ltd A.C.N. 141 206 591 A.B.N. 41 149 364 727, being the Head Agent that has contracted the Subcontractor; "Subcontractor" means firm, company or trust and where applicable its officers and employees with whom an official order for Work has been placed by the Agent; "Hirer" means the Subcontractor who has requested the Work to be performed by the Subcontractor, "Work" means earthmoving and associated services supplied by the Subcontractor to the Hirer; and "Site" means the place where the Hirer's work will be carried out.

2. THE CONTRACT

- 2.1 The Subcontractor hereby agrees to the Agent introducing a third party Hirer to the Subcontractor for Work from time to time.
- 2.2 This document including these conditions, constitute the entire contract between the Subcontractor and the Agent.

 2.3 This contract shall be governed by the laws of the State of Queensland.

3. AGENT'S DOCUMENT TO THE HIRER

The Subcontractor acknowledges it has read the Terms and Conditions of Hire document that the Agent provides to the Hirer prior to commencement of

4. LOCATION OF UNDERGROUND SERVICES

The Subcontractor shall assist the Hirer whenever practical to clearly mark the exact location and identify all services above and below ground at the Site. including, but not limited to drains, pipes, sewers, mains, telephone and data cables, to enable the Subcontractor's equipment operator to prevent damage to all such services. These plans can be requested from the Dial Before You Dig at www.1100.com.au or phone 1100.

5. WORK AT SITE

- ${f 5.1}$ The Subcontractor must, to comply with the terms and conditions herein, hold the relevant operator ticket, current licence, blue card and any relevant qualification to work on specific sites e.g. pink card for railways.
- 5.2 The Subcontractor must ensure its trucks and machines have reverse beepers, flashing lights, tarps and fire extinguishers operational at all times.
- 5.3 The Subcontractor's drivers/operators must at all times wear personal protective equipment (PPE) such as hard hats, Hi Vis clothing and protective
- 5.4 While representing the Agent, the Subcontractor must present in a neat and tidy manner and at all times act in a safe and responsible manner.

6. IOB DOCKETS

The Subcontractor agrees to complete the Agent's official job dockets in a timely manner and ensure the job dockets are signed off by an authorised representative of the Hirer.

The Subcontractor shall not assign its rights or liabilities under this contract without the written agreement of the Agent.

8. SUB-SUBCONTRACTING

The Subcontractor shall not sublet any part of its Work without the prior written approval of the Agent.

9. CANCELLATION

The Agent may at any time cancel the order for Work either in part or in whole. All costs properly incurred to the date of cancellation and substantiated with supporting documentation may be charged to the Agent.

10. RECEIPIENT CREATED TAX INVOICE (RCTI)

- 10.1 The Subcontractor hereby agrees and duly authorises the Agent to issue a RCTI for Work completed by the Subcontractor for a Hirer.
- 10.2 Both the Agent and the Subcontractor acknowledge that they are registered for GST and will notify the other party if they cease to be registered.

11. INSURANCE

- 11.1 The Subcontractor shall take out and maintain suitable insurance policies indemnifying the Agent against professional negligence of the Subcontractor, its employees, agents or consultants, loss of or damage to any property and injury or death of any persons. The Subcontractor shall provide evidence of Public Liability insurance to the value of ten million dollars (\$10,000,000.00) to the Agent at the time of annual renewal.
- 11.2 The Subcontractor shall take out and maintain suitable personal accident insurance and/or work cover for its employees and provide evidence of such insurance and work cover to the Agent at the time of annual renewal.

- 11.3 The Subcontractor shall give the Agent permission to contact the Subcontractor's insurance broker/company at any time to obtain a statement showing all current certificates of currency.
- 11.4 The Subcontractor is responsible for insuring equipment it has left unattended overnight at the Site or at any other time that the equipment is unattended at the Site. The Subcontractor must remove the keys to the equipment if it is to be left unattended at the Site so as to discourage the use of such equipment by unlicensed operators.

12. PAYMENT

- 12.1 The Subcontractor shall be responsible for the collection of the full and final payment from the Hirer for completed COD jobs. Under no other circumstances is the Subcontractor to elicit monies from the Hirer.
- 12.2 The Agent shall pay monies due to the Subcontractor as specified under the Payment Terms in the Subcontract Agreement.
- 12.3 The Agent's payment terms are subject to change by the Agent giving thirty (30) days written notice.
- 12.4 In the event the Hirer refuses and/or fails to pay the Agent's invoice either in whole or in part then the obligation on the part of the Agent to pay the Subcontractor shall be waived to the extent that the Hirer has failed to make such payment.

13. CLEANING

The Subcontractor agrees to thoroughly clean the equipment before leaving the Site to assist in controlling the spread and eradication of fire ants.

14. DETERMINATION

Without prejudice to any other rights and remedies of which the Agent may possess if the Subcontractor (i) fails to proceed regularly and diligently with the Work; (ii) without reasonable cause suspends the Work either in whole or part; (iii) refuses or neglects to carry out a Site instruction; or (iv) fails to comply with the provision of clause 5, then the Agent may determine the contracting of the Subcontractor under the terms of this contract. In the event of the contract of the Subcontractor being determined, the Agent may contract others to carry out and complete the Work. All costs associated with the determination and contracting of others to complete the Work will be deducted from any amounts owing to the Subcontractor. Any costs in excess of monies owing to the Subcontractor will be collected as a debt.

15. PRIVACY

The Subcontractor authorises the Agent to collect, retain, record, use and disclose commercial and/or consumer information about the Subcontractor, in accordance with the relevant aspects of the Privacy Act 1988 and the Privacy Amendment Act 2012, to persons and/or legal entities who are a solicitor or any other professional consultant engaged by the Agent, a debt collector, credit reporting body and/or any other individual or organisation which maintains credit references and/or default listings.

16. ARBITRATION & MEDIATION

Without prejudice to either party's rights under the Building and Construction Industry Payments Act 2004 and the Subcontractors' Charges Act 1974, either party may refer any dispute under, or arising out of, this contract to the Institute of Arbitrators & Mediators Australia, for resolution under the Rules of the Construction Industry Dispute Resolution Scheme. Each case will first be referred to a Conciliator appointed by the Institute unless each party wishes to proceed directly to arbitration. If the conciliation is not satisfactorily concluded within six weeks or if the parties want to proceed directly to arbitration, the Institute will appoint an Arbitrator who will make a final and binding award.

17. NON WAIVER

Failure by the Agent to enforce or delay in enforcing any right or provision of these terms and conditions will not constitute a waiver of such right or provision unless acknowledged by the Agent in writing.

18. SEVERABILITY

Any provision in these terms and conditions which is invalid or unenforceable in any jurisdiction must be read down for the purposes of that jurisdiction, if possible, so as to be valid and enforceable. If that provision cannot be read down then it is capable of being severed to the extent of the invalidity or unenforceability without affecting the remaining provisions of these terms and conditions or affecting the validity or enforceability of that provision in any other jurisdiction.

By signing this agreement I agree to the Payment Terms selected and agree to be bound by Eagle Alliance Earthmoving Pty Ltd Terms & Conditions of Subcontract above which I have read and understood:

Signature:	Name:	Position:	Date:



LETTER OF AUTHORITY TO OBTAIN CONFIRMATION OF INSURANCE

Eagle Alliance Earthmoving Pty Ltd Po Box 424 Carina QLD 4152

To whom it may concern

RE: AUTHORITY TO OBTAIN CONFIRMATION OF INSURANCE

I/We hereby authorise Eagle Alliance Earthmoving Pty Ltd to obtain confirmation of insurance in respect of the following classes of insurance;

- Liability Insurance
- Mobile Machinery / Motor Vehicle Insurance
- Income Protection Insurance

In accordance with our advice we request you contact our Insurers/brokers noted below and obtain the confirmation you require.

Liability Insurance		
Insurance Broker/Agent:		
Insurance Broker/Agent's email address:		
Insurance Company:		
Policy Number/s:		
Mobile Machinery / Motor Vehicle Insurance Insurance Broker/Agent:		
Insurance Broker/Agent's email address:		
Insurance Company:		
Policy Number/s:		
Income Protection Insurance Insurance Broker/Agent:		
Insurance Broker/Agent's email address:		
Insurance Company:		
Policy Number/s:		
Whilst this Letter of Authority to confirm insurance of	cover is not on letterhead, I attest to its authenticity and intent as	
	of(Legal Name)	
(Title/Position)	(<u>Legai Name)</u>	
Yours faithfully		
(Signature of Client)		
(Name of Client)		
(Title/Position)		
(Insured Name as shown on policy/s)		



OPERATOR INFORMATION

(This register is to be completed by the contractor and is to <u>include the details of all workers and other persons engaged by the contractor</u>. (Photocopy this page if additional pages are required.)

		Operator Details				
OPERATOR'S NAME						
Truck Licence						
Licence Type:						
Licence Number:						
Renewal Date:						
Operator Tickets, Verifi	cation of Competencies (VOC) and oth	ner Certificates				
1.) RII Certificate Type:		4.) RII Certificate Type:				
RII Certificate Number:		RII Certificate Number:				
Date of Issue:		Date of Issue:				
2.) RII Certificate Type:		5.) RII Certificate Type:				
RII Certificate Number:		RII Certificate Number:				
Date of Issue:		Date of Issue:				
3.) RII Certificate Type:		6.) RII Certificate Type:				
RII Certificate Number:		RII Certificate Number:				
Date of Issue:		Date of Issue:				
General Construction Induction Training (Blue / White Card)						
Card Number:						
Date of Issue:						
State of Issue:						
Qld Rail Training (Safet	ty Accreditation)					
Card Number:						
Date of Training:						
Union Membership						
Name of Union:		Membership Number:				
	Personal Protective Equipment					
Safety Hard Hat		☐ Yes ☐ No				
Safety Boots		☐ Yes ☐ No				
Hi Vis Clothing (Longs)		☐ Yes ☐ No				
Hearing Protection		☐ Yes ☐ No				
Safety Glasses/Goggles		Yes No				
Gloves	l L	□ Yes □ No				



MACHINE/S INFORMATION

(This register is to be completed by the contractor and is to include the details of all plant proposed to be used.

(Photocopy this page if additional pages are required.)

ĺ	Machine 1 Details	Machine 2 Details	Machine 3 Details				
General Machine Details							
Type:(ie: excavator / tipper / bobcat, etc)							
Year of Manufacture:							
Make:							
Model:							
Serial Number:							
Registration Number:							
Machine Particulars							
Size (Tonnage):							
Tipper (size) or Flat Top:							
Width of Machine:							
Height of Machine:							
Removable Canopy:	☐ Yes ☐ No	□ Yes □ No	☐ Yes ☐ No				
Rubber Tracks / Steel							
Tracks: (please specify)							
Bucket Sizes: (please specify which ones are bladed)							
Safety Features Fitted a	and Functioning						
Reversing Alarm	☐ Yes ☐ No	□ Yes □ No	☐ Yes ☐ No				
Flashing Light	□ Yes □ No	☐ Yes ☐ No	☐ Yes ☐ No				
R.O.P.S.	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No				
Seat Belt	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No				
Fire Extinguisher	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No				
First Aid Kit	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No				
Anti-Burst Valves	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No				
E-Stops	☐ Yes ☐ No ☐ Yes ☐ No	☐ Yes ☐ No ☐ Yes ☐ No	☐ Yes ☐ No ☐ Yes ☐ No				
Battery Isolation Switch Other: (please specify)	Li fes Li No	□ res □ No	Li res Li No				
Attachments							
Auger	□ Yes □ No	☐ Yes ☐ No	☐ Yes ☐ No				
Auger Sizes (please specify Rock Augers)							
Drilling Depth							
Broom	□ Yes □ No	☐ Yes ☐ No	☐ Yes ☐ No				
Compaction Wheel	□ Yes □ No	☐ Yes ☐ No	☐ Yes ☐ No				
Forks	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No				
Lifting Lugs	□ Yes □ No	☐ Yes ☐ No	☐ Yes ☐ No				
Lifting Chains	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No				
Profiler	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No				
Ripper	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No				
Rock Breaker Rock Grab	☐ Yes ☐ No ☐ Yes ☐ No	☐ Yes ☐ No☐ Yes ☐ No☐ No☐ Yes ☐ No☐ Yes ☐ No☐ No☐ Yes ☐ No☐ No☐ Yes ☐ Yes ☐ No☐ Yes ☐ Yes	☐ Yes ☐ No ☐ Yes ☐ No				
Rock Saw	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No				
Spreader Bar	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No				
Trench Digger	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No				
Vibration Plate	☐ Yes ☐ No	□ Yes □ No	☐ Yes ☐ No				
0 Swing	☐ Yes ☐ No	☐ Yes ☐ No	☐ Yes ☐ No				



RECEIPT OF EAGLE ALLIANCE EARTHMOVING PTY LTD – POLICY STATEMENTS (version 4.0 April 2017)

I/We								
	(Legal Name of Contractor)							
hhuI/we fu	have received a copy of the following Policy Statement documents of Eagle Alliance Earthmoving Pty Ltd; Health and Safety Policy Rehabilitation Policy Environmental Policy Alcohol and Other Drugs Policy Equal Employment and Anti-Discrimination Policy Health Surveillance Policy Privacy Policy Quality Policy Fatigue Management Policy Personal Protective Equipment (PPE) Policy Motor Vehicle Policy have read it and understand its contents; have discussed its contents with all persons engaged by us;							
NAME		SIGNATURE		DATE				
	RECEIPT OF EAGLE ALLIANCE EARTHMOVING PTY LTD – SITE SAFETY RULES (version 4.0 April 2017)							
I/We —	(Legal Name of Con	tractor)						
 have received a copy of the Site Safety Rules of Eagle Alliance Earthmoving Pty Ltd; have read it and understand its contents; have discussed its contents with all persons engaged by us; understand that a copy is to be in the possession of the operator whilst on site. I / we further agree that I / we will: perform work in a way as outlined in the above documents. 								
NAME		SIGNATURE		DATE				



RECEIPT OF EAGLE ALLIANCE EARTHMOVING PTY LTD – EMERGENCY PLAN (version 4.0 April 2017)

I/We -	(Legal Name of Cor	ntractor)					
• • • •	have received a copy of the Enhave read it and understand its have discussed its contents with understand that a copy is to be further agree that I / we will:	nergency Plan of contents; h all persons end in the possessio	n of the operator whilst on site.	Ltd;			
•	perform work in a way as outlin	ed in the above	documents.				
NAME	:	SIGNATURE		DATE			
		1					
	RECEIPT OF EAGLE ALLIAN		VING PTY LTD - SAFE WORK sion 4.0 April 2017)	METHO	D STATEMENTS		
		(1011)	,,,,,,,,				
I/We -							
	(Legal Name of Cor	ntractor)					
•	have received a copy of the Pre-Start Inspection Checklist of Eagle Alliance Earthmoving Pty Ltd; have received a copy of the following Safe Work Method Statements of Eagle Alliance Earthmoving Pty Ltd; WMS001 General Site Activities ver4 WMS002 Operation of Excavators and Backhoes ver4 WMS003 Operation of Bobcats and Drotts ver4 WMS004 Operation of Tippers and Water Trucks ver4 WMS005 Removal of asbestos contaminated soil and waste ver4 WMS006 Mechanical demolition of a structure ver4 WMS007 Operation of Rollers ver4 WMS008 Manual handling of objects and materials ver4 WMS009 Refuelling on site ver4 WMS010 Operation of Graders ver4 WMS011 Operation of Dozers ver4 have read these and understood their contents; have discussed its contents with all persons engaged by us; have discussed any issues relevant to our works with Eagle Alliance Earthmoving Pty Ltd; and understand that a copy is to be in the possession of the operator whilst on site.						
I / we	further agree that I / we will:						
•	 perform work in a way as outlined in the Safe Work Method Statements and Safe Work Procedures as developed by Eagle Alliance Earthmoving Pty Ltd Pty Ltd as well as any safety management procedures of my business; maintain a current knowledge of health and safety requirements by law; and continually review the adequacy of our work procedures with these requirements. 						
NAME		SIGNATURE		DATE			