



Request for Tender:	Garden and Streetscapes Maintenance
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All submissions to be emailed:	toc@claremont.wa.gov.au
Closing Date	5 December 2022 at 9am

RFT Number:	RFT 06-2022
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PART 1 **BACKGROUND**

1. Introduction

The Town of Claremont (**Principal**) is a local government authority comprising the beautiful, leafy, riverside suburbs of Claremont and Swanbourne, located approximately 9kms from the City Centre of Perth, Western Australia.

The Principal requires the services of a contractor to undertake garden and streetscapes maintenance services for The Principal (**the Project Works**).

The Principal objective is to provide an aesthetic and consistently clean streetscape and parks environments. To achieve this objective the Principal requires the services of suitably qualified contractor with the appropriate resources to maintain the Principal gardens and streetscapes areas.

The Principal intends to appoint a single Contractor to provide the Services.

The Principal invites Contractors to submit a tender for the services required and as described in greater detail below in Part 2.

This Request for Tender (RFT) is comprised of the following parts:

Part 1 – Background (*read and keep this part*).

Part 2 – Specification (*read and keep this part*).

Part 3 – Contractor's Offer (*read, complete and return this part*).

Part 4 - Goods and/or Services Contract Conditions (*to be executed by successful contractor*)

2. Conditions

By submitting an offer, the Contractor acknowledges that they have read, understood, and agree to be bound by the terms and conditions in this RFT.

By submitting an Offer, the Contractor agrees to be bound by the Principals Good and/or Services Contract Conditions (Part 4).

A Contractor is not entitled to add or substitute their own conditions of contract. Any printed terms and conditions shown on the reverse of a contractor's letter or quotation form (or elsewhere in the RFT) will not be binding on the Principal.

The proposed term is 2 years with the possibility of a 1 year extension.

The Principal does not guarantee the quantity of work which could be allocated to the successful contractor. If the need arises The Principal reserves the right to engage the services of other Contractors and/or undertake the work internally.

3. Budget

The Offer should include all costs associated with the Project Works including any labour, materials, sub-contractors, trades, specialists' chemicals, plant and equipment, demobilization, transport, signage, and traffic management required to complete the Project Works.

4. Proposed Timeline

The Town's estimated timetable is as follows:

Event	Approximate Timeframe
Issue Date	16 November 2022
Closing Date	5 December 2022 at 9am
Presentation to Council	13 December 2022
Contract Award Date	Between 13 and 22 December 2022

5. Briefing Session

The Principal may provide Contractors with the opportunity to inspect the site/locations before the tender closing date.

The Principal will consider holding an on-site briefing session with Contractors if requested by more than two Contractors to do so and it can be arranged prior to the Closing Date.

6. How to Prepare and Submit your Offer

- Carefully read this entire Tender including all attachments.
- Complete and return a signed Contractors Offer (Part 3) which responds to all of the Selection Criteria prior to the closing date.
- Provide any supplementary information the Contractor wishes to provide, to allow The Principal to properly evaluate the response.
- Assume The Principal has no previous knowledge of the Contractor, their activities, or experience.

All documents including any materials, articles and information submitted by the Contractor will not be opened until after the closing date and will not be returned.

The Offer is valid for a minimum of six (6) months from the Closing Date. The Offer must be subject titled "*RFT 06-2022: Garden and Streetscapes Services*" and emailed to toc@claremont.wa.gov.au.

7. Rejection of Offers

An Offer will be rejected without consideration of its merits if it is not submitted before the Closing Date. Further, if a Contractor (or their agent) is found to have canvassed any of the Principal's employees or Councilors with a view to influencing the acceptance of any Tender.

An Offer may be rejected without consideration of its merits in the event that:

- a) it fails to comply with any requirements of the RFT;
- b) it fails to include all information requested.

8. Further Information

All technical queries to be submitted to toc@claremont.wa.go.au, attention: Cloe Dolan, Supervisor Parks.

When emailing queries into the Principal during the tender opening period, please put subject: *"RFT 06-2022: Garden and Streetscapes Services"*

Contractors must not contact any other person within the Town, Council Member or any consultant engaged in relation to this project to discuss this Request for Tender.

9. Information Package

The following attachments are provided:

- Discrimination Harassment and Bullying Procedure.
- Drug and Alcohol Procedure.
- LG 544, Work Health and Safety Policy.
- Document titled "Record Keeping responsibilities and you".
- TOC safety induction manual.
- TOC incident and hazard report and investigation form.
- TOC WHS questionnaire.
- Location maps (listed by three categories of 1. Park and building gardens, 2. Roundabouts and median islands and 3. Verges or streetscapes).
- Price schedule.
- WA Health department Guidelines for application of pesticides in public places.

PART 2

SPECIFICATION- PROJECT WORKS

This Tender is for the construction and maintenance of the streetscapes and gardens within the Town of Claremont as shown in the schedule, location maps and as directed by the Principal. The Principal may at any time add or remove locations from the contract as required.

The Contractor will develop a works programme based on the Schedules and submit to the Principal as part of this Tender. All works shall be carried out as per schedule unless otherwise directed by the Principal.

Litter Collection

Collection of litter is required to ensure a clean streetscape and park environment at all times. Litter collection will be conducted within all sites nominated in the schedule.

All litter collected will be bagged and removed from site. The Principal will make available two general waste skip bins per week for the Contractor to dispose of waste at the Principal's depot facility, once the general waste skip bins are full waste is to be disposed of at an appropriate waste management facility at the Contractor's expense.

Planting

Removal of dead plants is to be undertaken on each service as needed and reported to the Principal. At the end of Autumn a final list of replacement plants by location, species and number is to be provided to the Principal to purchase and arrange delivery to works depot and is to be planted as part of June/July services (without variation to monthly service fee). Planting is to include soil amendment and fertilisers into a planting hole which is twice as wide and deep as the plant being installed in all locations.

Irrigation to be checked for coverage and any problems to be repaired if minor (pattern blocked by plant growth or blocked nozzle) and all other problems including pipe and sprinkler breaks to be reported for repair to the Principal.

Fertilising

Fertiliser program should be tailored to individual plant demands within each garden bed. Ideally the Principal likes to use organic and slow releasing products such as blood and bone, pelletised manure and controlled release products such as Osmocote and Apex to limit risk of leaching and overuse. During the cooler months of the year (April-August) there is a need to apply Manganese and Iron Chelates to some garden areas to correct nutrient deficiencies (yellowing) due to high PH soils and water. The proposed schedule of type, frequency/timing and rates of nutrient application to be included in the Contractor's submission.

Mulching

Mulching will occur at least once per annum (Winter/Spring) in low priority areas and at least twice

Per annum (Winter & Summer) in high priority areas bounded by Stirling Rd, Guger St, Mary St, Stirling Hwy and includes Claremont Park and surrounds.

Mulch will be supplied by the Principal and be available for collection from the Lake Claremont Parklands. Arrangements for loading and transportation to the sites are the sole responsibility of the Contractor. If requested other types of mulch will be the responsibility of the Contractor to source, load and transport to the principals' nominated sites.

Minor Tree and Shrub Pruning

Hedge pruning will be undertaken each service to ensure all hedges are kept in a tight formal form wherever an existing hedge is present. The Contractor is to ensure they are aware of the desired shape and form of each clipped plant prior to pruning to ensure correct trimming is undertaken to achieve end outcome desired. Hedges located on verges close to intersections need to be pruned in a way that vision into traffic is not impaired for drivers and pedestrians.

Minor tree pruning will be required on trees and shrubs that have foliage over hanging footpaths or are requiring clearance to allow pedestrian movements. Typically, a 2.4 metre clearance will be required above the footpath with no vegetation entering from the sides. Minor uplifting of trees to clear irrigation wetting pattern and ensure accessibility and vision through the garden beds including vegetation overhanging from private properties will be expected. Works will typically include the use of petrol or battery hedge trimmers, hand saws and secateurs.

Tree staking all new trees will be in accordance with industry best practice. Typically, this will include the supply and installation of 2 x 50mm hard wood stakes per tree. Trees will be tied using two plastic tree ties in a figure 8 configuration.

Site Clean Up

Blow vacuuming of footpaths and hardstand areas to be undertaken to ensure all sites are clean and presentable following services. All leaf material to be removed and disposed of to keep gardens and surrounding paved areas in a highly presentable finish.

All green waste such as weeds, leaves and pruning (excluding large limbs/tree branches) will be removed from site and disposed of. The Principal will make available two general waste skip bins per week for the Contractor to dispose of waste at the Principal's depot facility, once the general waste skip bins are full waste is to be disposed of at an appropriate waste management facility at the Contractor's expense.

All larger limbs or tree branches will be transported from site where possible (or reported to the Principal where too large for transporting in Contractors vehicle) to the Lake Claremont Parkland and be placed in the appropriate stock piles for chipping/mulching by others.

Public Liaison

The Contractor shall be aware that Public Liaison is integral to delivering the service required by the Principal. The Contractor will ensure that their presentation to the public is always of a high standard and that all the correct safety standards are implemented to avoid interruption to the public.

Application of Chemicals to Garden Beds and (surrounding hardstand areas), Mulched Verges, Paved Median Islands

The Contractor will submit a pest control plan as part of the tender submission for consideration and approval by the Principal prior to any application of chemicals.

Weed control will be undertaken each service and will either be by hand, mechanical or chemical means (Please note chemical control will require an approved pest control plan).

The Principal of Claremont will prefer chemical free solutions for weed management and organic controls for pesticides with negligible toxicity. However, where this is not possible the Contractor shall advise the principal of the type, strength of mixture and application rate of the herbicide or chemical prior to any application and will also advise; of the species being targeted, area to be treated, date of application and the desired outcomes. Where possible, the expectation is that weeds would be controlled and treated before getting to seed dispersal stage.

Pest control for scale, aphids, thrips, caterpillars, and other chewing or sucking insects to use low toxin or systemic treatments which should include organic oils, pyrethrums, initiator tablets and snail pellets. Fungicides should only be used after discussion with the Principal as cultural practices such as the use of high potassium fertilisers and good hygiene practices should limit this problem. For instance, black spot on roses to be controlled through removal of affected leaves and disposal. Sooty mould will disappear when sucking insects are controlled. All pruning tools should be cleaned using methylated spirits to eliminate spread of pathogens to healthy plants.

The Contractor shall only use the least toxic herbicides or chemicals approved by the Principal and shall be used in accordance with the manufactures instructions. The Contractor shall take all precautions in handling the herbicide or chemical to prevent any spills or contamination onsite. Where a spill has occurred, the Contractor shall take all steps necessary to prevent leaching into the ground, clean up the site and notify the Principal immediately. The Contractor shall ensure that used containers are removed from site and disposed of as per manufacturer's instructions and or company policy.

The Contractor shall only apply the herbicide or chemicals in environmental conditions that are suitable for the application to achieve the maximum effect. If the environmental conditions alter and reduce the intended quality of the application, the Contractor shall cease immediately and advise the Principal.

The Contractor shall only use biodegradable dye, surfactants and penetrates approved by the Principal. The biodegradable dye shall be applied to ensure that the dye is not visible within 5 days from application.

The Contractor shall ensure that any operator applying the herbicide chemicals are suitable trained and have the appropriate licences as required by the Department of Health, WA. Please note that glyphosate is not permitted to be used in public (unfenced) areas within the Town. Pelargonic acid also known as Slasher Organic Weedkiller is required to be used a substitute.

The Principal will inspect the works 14 days following initial application to determine effectiveness and to issue any reworks. The Contractor shall be responsible for replacing any turf, plants, shrubs,

or trees that have been damaged by any inappropriate application of the herbicide or chemical.

A Safe Working Procedure (SWP) for the application of herbicides needs to be submitted as part of the RFT and only licensed Personnel may be used in the application of chemicals. All work to be in accordance with Department of Health, *A guide to the management of pesticides in local government pest control programs in WA* (attachment 6 & 7).

The Contractor shall ensure all equipment used for the application of herbicides or chemicals is sound quality with no signs of cracks, leaks or showing signs of deterioration. Any equipment that has been determined by the Principal to be not of a suitable quality shall be removed from site immediately.

The Contractor shall ensure appropriate signage as required by the Department of Health WA is installed prior to the application of the herbicide or chemical in prominent locations around the target site. The signage shall remain until the herbicide or chemical has dried and the area safe for public use.

Traffic Management

The Contractor shall provide traffic warning signs in accordance with Main Roads Western Australia and AS 1742.3-2002 (as amended) where Works are in progress on or adjacent to the road pavement.

The Contractor shall allow sufficient labour to direct and control traffic, including allowance for traffic controllers at each end of the work, to allow for the proper completion of works and the safety of the traffic, this will apply to all Local Distributor and Access Roads.

The Contractor shall provide traffic management for all Primary and District A and B Distributor Roads (Victoria Avenue, Bay View Terrace, Stirling Road, Shenton Road, Davies Road, and Stirling Highway).

Events

On ANZAC and Remembrance Day the War Memorial, Admin, Claremont Park, and Bay View Terrace upper to be serviced to a high standard no later than two days prior to event. War memorial to have flowering annuals to be planted six to eight weeks prior, roses to be tip pruned to encourage full blooms at event times and all hedges to be tightly clipped a week prior. Mulching to be undertaken prior to events and gardens to be weed free. Other events may include A Night on Bay View Concert and Christmas Carols. Principal will advise contractor in advance of event dates.

Service Frequency

The services are proposed to be completed on a monthly basis with the exception of high-profile areas (as per Schedule) and sites requiring significant traffic management as shown in the attached schedule. The frequency of the services may be altered by the Principal.

The Contractor will ensure they are working within the Principal a minimum of but not limited to, three days a week and that a contact number is provided for the on-site workers.

Locations

The services shall in accordance with attached location maps and schedule provided in this RFT

(attachments [1] and [2]).

Details of Works

Working Hours

Works on sites is to occur between the hours of 7am and 5pm weekdays unless agreed in writing by the Principal.

Site Access and Security

Keys will be issued to the successful contractor. The Keys must not be duplicated without the written consent of the Principal.

All sites are to be made secure and are to be locked at the conclusion of works each day.

The Contractor indemnifies the Principal with respect to all loss and damage arising from a Contractor's failure to keep sites secure.

PART 3 CONTRACTORS OFFER

1. Identity of Contractor

Trading Name	
Legal Entity Name	
ACN	
ABN	
Address	
Contact Person	
Contact Person Title	
Contact Person Email	
Contact Person Telephone	
Address for Service of Contractual Notices	

I/We (Registered Entity Name): _____

of: _____

In response to *"RFT 06-2022: Garden and Streetscapes Services"*

I/We agree that I am/we are bound by, and will comply with this RFT including all schedules and attachments.

I agree I am bound to comply with the Good and/or Services Contract Conditions (Part 4).

Dated this _____ day of _____ 2022

Signature of Authorised signatory: _____

Name of Authorised signatory: _____

Position of Authorised signatory: _____

2. Pre-Qualification Requirements

The Principal will not consider any Offer that does not meet all of the following Pre-Qualitative Requirements:

a. Insurance Requirements

The Contractor must demonstrate that it holds the insurances as required by the General Conditions of Contract (Clause 34 in Part 4).

A copy of certificate of currency must be provided with the Offer.

Any costs associated with obtaining the above required insurances are the responsibility of the Contractor and will not be paid by the Town.

Workers Compensation Insurance		
The Contractor shall maintain insurance in accordance with the <i>Workers' Compensation and Injury Management Act 1981</i> (WA) and to a value not less than \$50m.		
Insurer	ABN of Insurer	Policy Number
Insured Amount	Expiry Date	Exclusions Present (Yes
Details of Exclusions		

Public Liability and Product Liability Insurance		
The Contractor shall maintain insurance to a value not less than \$20m.		
Insurer	ABN of Insurer	Policy Number
Insured Amount	Expiry Date	Exclusions Present (Yes /No)

Details of Exclusions	
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Vehicle, Plant and Equipment Insurance		
The Contractor shall maintain insurance for replacement value for its vehicles, plant and equipment as per clause 34.3 of the Contact.		
Insurer	ABN of Insurer	Policy Number
Insured Amount	Expiry Date	Exclusions Present (Yes
Details of Exclusions		

Professional Indemnity Insurance		
The Contractor shall maintain insurance to a value of not less than \$5m.		
Insurer	ABN of Insurer	Policy Number
Insured Amount	Expiry Date	Exclusions Present (Yes

Details of Exclusions	
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b. Financial Position

Is the Contractor presently able to pay all your debts in full as and when they fall due?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Are you currently engaged in litigation as a result of which you may be liable for \$50,000 or more?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If the Contractor is awarded the Contract, will you be able to fulfil the Requirements from your own resources or from resources readily available to you and remain able to pay all of your debts in full as and when they fall due?	<input type="checkbox"/> Yes <input type="checkbox"/> No

c. Conflict of Interest

Is the Contractor aware of any conflict of actual, potential or perceived conflict of interest which currently exists with The Principal of Claremont, its officers or Elected Members, or which may arise in relation to the performance of the contract (if awarded)?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Details	

3. Selection Criteria

The Qualitative Requirements are not weighted equally. They are weighted as indicated.

Criteria	Weighting
Value for Money, Price	30 %
Specified and Key Personnel	20 %
Capacity to undertake work	20 %
Demonstrated Experience	20 %
Work Health and Safety	10%
	100%

a . Value for Money, Price

30 % Weighting

Value for Money is a key objective of the Town.

The Contractor must provide a completed Price Schedule and provide it electronically to the Principal.

The Offer should include all costs associated with the Project Works including any labour, materials, sub-contractors, trades, specialist chemicals, plant and equipment, demobilization, transport, signage and traffic management required in order to complete the Project Works.

Unless otherwise indicated prices tendered must include delivery unloading, packing, marking and all applicable levies, duties, taxes and charges.

Any charge or cost not stated as being additional to the price will not be payable by The Principal unless approved in writing as a variation.

The Contractor has included the costs of both the Contractor, all labour, subcontractors and any other trades or services required in order to complete the Project Works.	<input type="checkbox"/> Yes <input type="checkbox"/> No
The Contractor has included the costs of materials, specialists chemicals, plant and equipment, demobilization, transport, signage and traffic management required in order to complete the Project Works.	<input type="checkbox"/> Yes <input type="checkbox"/> No

b. Specified and Key Personnel**Weighting 20%**

Specified Personnel means Personnel of the Contractor proposed to perform functions in relation to the provision of the Works. The Contractor must identify the proposed management and personnel who will be integral to the performance of the Works, together with a brief summary for each person identified:

- Their role and responsibilities and their expected % time input to the contract.
- Their relevant experience.
- Their qualifications and the licences they hold.
- Please state which personnel have a licence to apply chemicals and herbicides. All work is required to be in accordance with Department of Health, *A guide to the management of pesticides in local government pest control programs in WA*.
- Knowledge of the guidelines set by the WA Health department for application of pesticides in public places.
- Evidence of staff training or experience in application of the proposed chemicals.

Is the Contractor acting jointly or in association with another person/s/or entities?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has the Contractor engaged, or does the Contractor intend to engage, another person or persons as a subcontractor? If so please provide the same details for each subcontractor	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has the Contractor provided a response which addresses all of the above criteria?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has the Contractor or any identified Specified Personnel been convicted of a criminal offence that is punishable by imprisonment or detention? If so please provide details. The Principal may request Police Clearances for all employees prior to the start date.	<input type="checkbox"/> Yes <input type="checkbox"/> No

c. Capacity to undertake the Project Works

20% Weighting

Specified Machinery and equipment means the machinery and equipment of the Contractor proposed to be used to perform functions in relation to the provision of the Works.

The Contractor must identify the:

- Demonstrated understanding of the Scope of Work
- Current capacity to undertake the Works.
- Details of plant, equipment & staff allocations that will be used for these works
- With regards to the Equipment proposed state model details, age and condition to be used for the works.
- Confirmation that the Contractors also has this equipment and that it is available for this contract.
- As a minimum, Respondents should provide a current commitment schedule and plant/equipment. In addition to and contingency measures or back up of resource/s.

Contractor has provided a list of plant and equipment to be used in this contract.

This plant must be available for inspection prior to awarding the Contract.

☐ **Yes** ☐ **No**

d. Demonstrated Experience**20% Weighting**

The Contractor must provide details of no more than 5 contracts or projects completed within the last 7 years, which are similar (or larger) in scope and / or nature to the requirements:

- A brief description of the contract scope and services provided under the previous contract.
- When the previous contracts were performed.

Has the Contractor provided a response which addresses all of the above criteria?

☐Yes ☐No

Contractors are required to provide at least Referees for 3 previous contracts identified. These Referees may be contacted to verify claims of relevant experience. It is not acceptable to state that Referees will be provided at a later stage. Town of Claremont employees cannot be used as Referees in order to maintain fairness and impartiality. Where the Contractor has previously provided goods and/or services to the Town, internal records shall be consulted to consider past performance.

Referee One Details	
Name and Position Title	
Name of Referee Organisation	
Contract Title	
Products/Services Provided	
Email Address:	
Telephone number:	

Referee Two Details	
Name and Position Title	
Name of Referee Organisation	
Contract Title	
Products/Services Provided	
Email Address:	
Telephone number:	

Referee Three Details	
Name and Position Title	
Name of Referee Organisation	
Contract Title	
Products/Services Provided	
Email Address:	
Telephone number:	

D. Work Health and Safety

10% Weighting

This contract has been determined as a medium risk contract due to the nature of the services provided.

The Contractor must provide details regarding their WSH arrangements including completing (in full) the **enclosed WHS questionnaire**.

Please include copies of your:

- Safety Management Policy
- WHS plan.

The WHS plan should outline how the Contractor will manage occupational health and safety for the term of the contract. The health and safety plan must cover specific OHS issues relevant to the contracted work and document the systems and methods that will be used to effectively manage OHS risks. A supplier's health and safety plan should contain the following elements:

- a description of the contract
 - an OHS structure and system for the work to be performed under the contract
 - induction and safety training procedures for the Contractor's employees
 - safe work practices and procedures for the work to be performed under the contract
 - a risk assessment for the work to be performed under the contract
 - a workplace inspection schedule for the duration of the contract
 - OHS consultative processes to be followed for the duration of the contract
 - emergency procedures to be followed during the contract period
 - incident recording and investigation procedures to be in place during the contract period, and
 - health and safety performance monitoring arrangements to be implemented during the contract.
- Safety protocols/Safe Work Method Statement/JSA's to be used for this Contract.
 - Risk Assessments to be used for this Contract.
 - Details of safety records for the past two years.

Has the Contractor provided a completed WHS questionnaire? This is required to be provided

☐ Yes ☐ No

GOODS AND/OR SERVICES CONTRACT CONDITIONS

**Town of Claremont
of Number One Claremont
308 Stirling Highway CLAREMONT
(Principal)**

And

**[*insert Contractor*] of
[insert address]
[insert ABN]
(Contractor)**

(together, the Parties)

Date of Contract:

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DATE:

PARTIES:

BACKGROUND

- (a) The Principal has engaged the Contractor to provide the Goods and/or Services.
- (b) This Document sets out the terms and conditions upon which the Contractor shall provide the Goods and/or Services to the Principal.

OPERATIVE PART

PART A – DEFINITIONS AND INTERPRETATION

1 DEFINITIONS

In this Document, except where the context indicates otherwise:

Acceptance means acceptance of the Goods and/or Services which occurs on the earlier of:

- (a) the Principal notifying the Contractor in writing that the Goods and/or Services are accepted; or
- (b) the expiry of the day 21 days after delivery of the Goods to the Delivery Point or completion of the Services where the Principal has not, during that 21 day period, notified the Contractor in writing that the Goods and/or Services, as the case may be, are rejected.

Affected Obligation has the meaning given in clause 35.1(a).

Approval means any certificate, licence, consent, permit, approval, authority or requirement necessary for the provision of the Goods and/or Services.

Assessment Notice means an assessment notice under section 12 of the *Working With Children Act*.

Authority means any government or governmental, administrative, monetary, fiscal or judicial body, department, commission, authority, tribunal, agency, Minister or entity in Western Australia or the Commonwealth of Australia.

Background Intellectual Property Rights means any Intellectual Property Rights owned by a Party prior to the commencement of the Contract or which did not come into existence by reason of the Contract, and which a Party is entitled to exercise and sub-license, which are embodied in, attached to or otherwise relate to the Contract.

Business Days means a day that is not a Saturday, Sunday, a public holiday in Western Australia, or 27, 28, 29, 30 or 31 December.

Child-Related Work has the meaning given in section 6 of the *Working With Children Act*.

Child-Related Site means a location at which Goods are to be delivered and/or Services are to be performed where children are likely to be present.

Completion Date means the date for delivery of the Goods and/or the date for the completion of the Services, as the case may be, specified in an Order or agreed by the Parties in writing. To avoid doubt, there may be multiple Completion Dates where the Contract applies to multiple Orders of Goods and/or Services.

Confidential Information means:

- (a) the Contract;
- (b) information relating to the Principal's past, existing or future business, strategic plans or operations, finances, or customers;
- (c) any other information provided by a Disclosing Party to the Receiving Party which is identified by the Disclosing Party as confidential;

- (d) any report, opinion or advice prepared by the Contractor which the Principal advises is to be prepared on a confidential basis; and
- (e) any copies, extracts or summaries of the information described in paragraphs (a) to (d) (inclusive) above,

but excluding information which has entered the public domain other than through a breach of a confidentiality obligation owed to the Disclosing Party by the Receiving Party or by any other person.

Conflict of Interest means an interest, whether personal, financial or otherwise, which conflicts or may reasonably be perceived as conflicting with the ability of the Contractor to perform its obligations under the Contract fairly and objectively.

Consequential Loss includes any:

- (a) loss of production, revenue, profit, business reputation, opportunities or anticipated savings; and
- (b) loss arising from wasted overheads or business interruptions.

Contract means the agreement between the Parties regarding the supply of the Goods and/or Services containing the terms and conditions set out in this Document.

Contract Price means the prices or rates specified in an Order as the amount to be paid by the Principal for the provision of the Goods and/or Services the subject of that Order or otherwise set out in the Contract. To avoid doubt, there may be multiple Contract Prices where the Contract applies to multiple Orders of Goods and/or Services.

Contractor means the party who is engaged by the other party to provide the Goods and/or Services under the Contract and whose details may be set out on the front page of this Document.

Contractor's Vehicles and Equipment has the meaning given in clause 34.4.

Cyber Incident means action taken through the use of computer networks that result in an actual or potentially adverse effect on the Contractor's information system and/or Principal Data residing on that system.

Defective means defective, of an inferior quality or inconsistent with the requirements of the Contract.

Defects Liability Period means the period of 12 months beginning on the Completion Date.

Delivery Point means the place for the delivery of Goods specified in the Order or agreed in writing by the Parties or directed by the Principal to the Contractor in writing.

Disbursement means reasonable out-of-pocket costs and expenses incurred by a Contractor in providing the Services which are:

- (a) charged to the Principal at cost; and
- (b) incidental to the provision of the Services.

Dispute means any dispute or difference between the Parties in connection with the Contract.

Dispute Notice has the meaning given in clause 36.1.

Document means this document called 'Goods and/or Services Contract Conditions'.

Extension Request has the meaning given in clause 13.4.

Force Majeure Event means an event or cause beyond the reasonable control of the Party claiming force majeure comprising any of the following:

- (a) act of God, lightning, storm, flood, fire, earthquake, explosion, cyclone or wind and wave conditions associated with a cyclone, tidal wave, landslide or adverse weather conditions;
- (b) strike, lockout or other labour difficulty;

- (c) act of public enemy, war, sabotage, blockade, revolution, riot, insurrection, civil commotion, epidemic or terrorism; or
- (d) a change in any Law or any authority exercised by an Authority or official by Law.

Force Majeure Event Termination Period means 120 consecutive days.

Goods means the goods specified in an Order or otherwise specified in the Contract.

GST means goods and services tax applicable to any taxable supplies as determined under the GST Law.

GST Law means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any related Act imposing such tax.

Insolvency Event means:

- (a) in relation to a corporation, where that corporation:
 - (i) goes into liquidation, except for the purpose of reconstruction or amalgamation of which the affected Party has given the other Party 5 Business Days' prior written notice of such reconstruction or amalgamation;
 - (ii) is otherwise dissolved;
 - (iii) has had appointed to it a receiver or receiver/manager of the whole or any part of the assets and undertaking of the Party;
 - (iv) enters into any composition or scheme of arrangement with its creditors;
 - (v) has had appointed to it an inspector or like official to examine the affairs of the Party or the Party enters into voluntary or other external administration; or
 - (vi) is otherwise unable to pay all its debts as and when they fall due; and
- (b) in relation to a natural person, where that natural person:
 - (i) commits an act of bankruptcy;
 - (ii) becomes subject to an order for the sequestration in bankruptcy of the estate of the Party;
 - (iii) assigns its estate or enters into a scheme of arrangement or composition for the benefit of its creditors; or
 - (iv) is otherwise unable to pay all its debts as and when they fall due.

Insurances means the insurances which the Contractor is required to obtain under clause 34.

Intellectual Property Right means all intellectual and industrial property rights and interests throughout the world, whether registered or unregistered, including trademarks, designs, patents, inventions, semi-conductor, circuit and other eligible layouts, copyright (including future copyright), database rights and analogous rights, trade secrets, know how, processes, concepts, plant breeder's rights, confidential information and all other intellectual property rights as defined in Article 2 of the Convention establishing the World Intellectual Property Organisation on 14 July 1967 as amended from time to time including any application or right to apply for any of these rights.

Invoice means a valid tax invoice under the GST Law.

Law means statute, equity, the common law and the legally enforceable requirements of Authorities, including any regulation or law of the Principal.

Legal Requirement means a requirement under any Law or Approval including a requirement to pay any fees and charges in connection with any Law or Approval.

Letter of Award means an Order or Long-Term Award issued by the Principal to the Contractor accepting the Request Response.

Long-Term Award means the acceptance of a Request Response relating to the provision of goods and/or services in the future where the nature of the goods and/or services to be provided are not stated or known at the time of formation of the Contract and will be the subject of future Orders.

Loss means any liability, loss, damage, cost (including litigation costs on a full indemnity basis), claim, suit, charge, diminution in value, action, demand, expense or proceeding whether present or future, actual, contingent or prospective and whether known or unknown, and howsoever arising.

Order means the RFQ or RFT documentation, a purchase order or other written direction from the Principal to the Contractor which requires the supply of specified Goods and/or Services.

Original Product has the meaning given in clause 3.3.

OSH Laws means all workplace, health and safety related Law, codes of practice, other compliance codes, directions on safety or notices issued by any relevant Authority and standards, where any part of the Contractor's obligations under the Contract are being performed. This includes the *Occupational Health and Safety Act 1984* (WA), in addition to any other relevant legislation or regulations.

Parties means the Principal and the Contractor.

Personnel means the personnel engaged by the Principal, the Contractor or a related body corporate of the Contractor, including directors, officers, employees and agents, contractors and Sub-contractors and any director, officer, employee or agent of any contractor or Sub-contractor, but when used in the context of the Principal's Personnel, does not include the Contractor or the Contractor's Personnel.

Plant and Equipment means all materials, plant, equipment, tools, vehicles and machinery necessary for the performance of the Contractor's obligations under the Contract.

Principal means the party engaging the other Party to provide Goods and/or Services under the Contract and whose details may be set out on the front page of this Document, i.e. the Town of Claremont.

Principal Data means information and materials of the Principal in respect of which the Contractor has custody or control for the purpose of providing the Goods and/or Services or which are accessed, transmitted or stored using the Contractor's information systems or equipment under the Contract.

Principal Request means the written request provided by the Principal to the Contractor to submit an offer and price to provide the Goods and/or Services and includes RFT and RFQ documentation.

Principal's Documents means any documents, including drafts or working versions, whether in hard copy or electronic format, in the possession of, or otherwise under the control of, the Principal.

Principal's Premises means any property under the control, care and management of the Principal.

Request Response means the offer submitted by the Contractor to supply the Goods and/or Services made in response to a Principal Request.

Sale of Goods Act means the *Sale of Goods Act 1895* (WA).

Services means the services identified in the Order or otherwise specified in the Contract, and services that are ancillary to such services.

Specification means a specification or scope of works for the Goods and/or Services:

- (a) provided by the Principal to the Contractor before the Contractor provided its Request Response; or
- (b) developed after the Contractor provided its Request Response or after the Contract came into effect, and agreed to by the Parties.

Specified Personnel means Personnel of the Contractor proposed in a Request Response to perform functions in relation to the provision of the Goods and/or Services.

Standards and Procedures means any procedures, codes of conduct, guidelines, rules, policies, requirements or information regarding site-specific conditions or the Principal's operations made available to the Contractor by the Principal from time to time.

Start Date means the date specified as such in the Principal Request or, where no such date is specified in the Principal Request, means the date that the Parties agree in writing that the Contractor must commence the Services.

Sub-contractor means any person or entity engaged by the Contractor in connection with the provision of the Goods and/or Services and includes consultants, subcontractors, suppliers and other contractors, but does not include the Contractor's employees.

Substitute Product has the meaning given in clause 3.3.

Sustainability Objectives has the meaning given in clause 24.1.

Transition Plan means a written plan to facilitate the transition of the supply of the Goods and/or Services from the Contractor to another supplier or from another supplier to the Contractor.

Wilful Misconduct means any wrongful act or omission that was intentionally done or involved reckless disregard to the likely consequences, including an intentional breach of the Contract.

Working With Children Act means the *Working With Children (Criminal Record Checking) Act 2004* (WA).

2 INTERPRETATION

2.1 In this Document, unless the context suggests otherwise:

- (a) a reference to the Contract means the Contract as novated or varied from time to time;
- (b) a reference to 'including' must be read as if it is followed by '(without limitation)';
- (c) where a word or an expression is defined, any other part of speech or grammatical form of that word or expression has a corresponding meaning;
- (d) words in the singular include the plural and vice-versa;
- (e) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
- (f) a reference to any Party includes that Party's executors, administrators, substitutes, successors and permitted assigns;
- (g) a reference to a clause is a reference to a clause of this Document;
- (h) a reference to a 'day' or 'month' is a reference to a calendar day or calendar month;
- (i) headings are for convenience only and do not affect interpretation of this Document; and
- (j) no rule of construction applies to the disadvantage of a Party on the basis that the Party put forward the Contract or any part of it.

PART B – PROVISIONS APPLICABLE TO THE SUPPLY OF GOODS ONLY

3 QUALITY OF GOODS, SOURCES OF SUPPLY AND SUBSTITUTION

3.1 The Contractor must ensure that all Goods:

- (a) comply with the requirements of the relevant Order and conform to any samples provided;
 - (b) are in accordance with relevant Australian Standards or, where no Australian Standard exists, any relevant ISO Standard;
 - (c) are properly, safely and securely packaged and labelled for identification; and
 - (d) are of merchantable quality and fit for their intended purpose.
- 3.2 The Contractor must ensure that the Principal has the full benefit of any manufacturer's warranties applicable to the Goods.
- 3.3 With the Principal's written consent and subject to any necessary variation to the Contract Price, the Contractor may permanently or temporarily substitute another product (**Substitute Product**) for any aspect of the Goods to be provided under the Contract (**Original Product**). To avoid doubt, the supply of the Substitute Product shall satisfy the Contractor's obligations to supply the Original Product.

4 QUANTITIES OF GOODS

- 4.1 The Contractor must supply to the Principal the Goods in the quantity specified in the relevant Order.
- 4.2 If the Contractor delivers more Goods than the quantity specified in the relevant Order, the Contractor must, upon the Principal's direction, collect the excess Goods from the Principal at the Contractor's risk and expense, unless the Principal elects, in its discretion, to return the excess Goods to the Contractor, which is done at the Contractor's sole risk and expense.

5 DELIVERY OBLIGATIONS AND DELIVERY POINT

The Contractor must deliver the Goods to the Delivery Point and in doing so must:

- (a) not interfere with the Principal's activities;
- (b) leave the Delivery Point secure and fit for immediate use;
- (c) obtain the signature of a member of the Principal's Personnel who receives delivery of the Goods; and
- (d) where it is not possible to satisfy clause 5(c), leave the Goods where requested by the Principal.

6 PROPERTY AND RISK IN THE GOODS

- 6.1 Subject to this Document, the Parties agree that:
- (a) risk in the Goods shall pass from the Contractor to the Principal on Acceptance; and
 - (b) upon payment for the Goods, property in the Goods shall pass to the Principal.
- 6.2 The Contractor warrants that it has complete ownership of the Goods free of any liens, charges and encumbrances.

7 SALE OF GOODS ACT

The Principal and Contractor acknowledge and agree that:

- (a) the Sale of Goods Act applies to the Contract; and
- (b) to the extent that there is any inconsistency between the Sale of Goods Act and the Contract, and to the extent permitted by Law, the Contract applies rather than the Sale of Goods Act.

PART C – PROVISIONS APPLICABLE TO THE PROVISION OF SERVICES ONLY

8 QUALITY OF SERVICES

- 8.1 The Contractor must ensure that the Services provided by the Contractor:
- (a) match the description of the Services set out in the Order or otherwise in the Contract;
 - (b) are fit for their intended purpose;
 - (c) where they relate to design, the works or goods being designed are fit for their intended purpose;
 - (d) are performed with the professional skill, care and diligence expected of a person with the skills, experience, expertise and resources necessary to competently provide the Services; and
 - (e) are provided in accordance with any Specification.
- 8.2 The Contractor warrants, and agrees to ensure, that its Personnel engaged to perform the Services have the necessary skills, experience, expertise, licences, training, qualifications, approvals and resources available to it to competently and lawfully perform the Services.
- 8.3 The Contractor must regularly consult with the Principal about the progress of the Services and attend meetings where reasonably requested by the Principal.

9 QUANTITY AND VALUE OF SERVICES

- 9.1 The Principal shall only be required to take or accept, and pay for, the quantity of the Services set out in the relevant Order, any Specification, or otherwise in the Contract, unless otherwise agreed in writing by the Parties.

PART D – PROVISIONS APPLICABLE TO THE PROVISION OF GOODS AND/OR SERVICES

10 SUPPLY OF GOODS AND/OR SERVICES

- 10.1 The Contractor must:
- (a) at its expense, obtain any Approvals necessary for the provision of the Goods and/or Services;
 - (b) at its expense, comply with all reasonable directions of the Principal regarding the provision of the Goods and/or Services, including regarding the transition of the provision of the Goods and/or Services from an alternative supplier to the Contractor;
 - (c) where the Principal provides the Contractor with written notice that an alternative supplier will, in the future, be supplying the Principal with the Goods and/or Services provided under the Contract, at its expense provide reasonably requested assistance to the Principal in transitioning the supply of the Goods and/or Services to the new supplier, including making arrangements for the novation or assignment of relevant contracts with third parties;
 - (d) comply with any Transition Plan; and
 - (e) co-operate with any third party service provider appointed by the Principal where necessary to ensure the integrated and efficient conduct of the Principal's operations and provide reasonable assistance to such other service providers as requested by the Principal from time to time, provided that the Contractor will be

entitled, by prior written agreement with the Principal, to charge for costs incurred as a direct result of providing such co-operation and assistance.

10.2 The Principal must provide the Contractor with any information reasonably necessary for the Contractor to provide the Goods and/or Services.

10.3 If a Transition Plan is not developed prior to the Contract coming into effect between the Parties, the Principal may:

- (a) make a written request to the Contractor to prepare a draft Transition Plan for the Principal's review within a reasonable period of time specified by the Principal and the Contractor must comply with that request; and
- (b) accept or propose reasonable amendments to the draft Transition Plan prepared by the Contractor in accordance with clause 10.3(a) and provide a final version of the Transition Plan to the Contractor.

11 PLANT AND EQUIPMENT

11.1 The Contractor must:

- (a) provide all Plant and Equipment and labour necessary for the performance of the Contractor's obligations; and
- (b) ensure that Plant and Equipment and other items which the Contractor uses or supplies in connection with the Contract comply with Legal Requirements and are fit for their usual and intended purpose.

12 ORDERS UNDER A LONG-TERM AWARD

12.1 This clause applies where the Letter of Award is a Long-Term Award.

12.2 From time to time the Principal may give the Contractor an Order containing the following information:

- (a) a description and/or specification of the Goods and/or Services required, including the required quantity;
- (b) the Completion Date; and
- (c) where the Order relates to Goods, the Delivery Point.

12.3 Within 5 Business Days of receipt of an Order the Contractor must give notice to the Principal of:

- (a) any aspect of the Order which it does not accept and supporting reasons; and/or
- (b) any recommended changes to the Order and supporting reasons,

following which the Parties shall seek to agree on the terms of the Order and a revised Order shall be issued by the Principal to the Contractor.

12.4 If the Contractor does not give notice under clause 12.3, the Contractor must fulfil the Order.

12.5 To avoid doubt, the Principal is not obliged to issue Orders to, or otherwise purchase Goods and/or Services from, the Contractor.

13 TIME FOR PERFORMANCE AND EXTENSIONS OF TIME

13.1 The Contractor must commence the provision of the Services on the Start Date.

- 13.2 Subject to this clause 13, the Contractor shall deliver the Goods to the Delivery Point and/or perform the Services, as the case may be, by the Completion Date.
- 13.3 The Contractor is entitled to an extension to the Completion Date if a delay to the provision of the Goods and/or Services is due to:
- (a) a breach by the Principal of the Contract;
 - (b) a Force Majeure Event occurring before the Completion Date;
 - (c) suspension of the Contract under clause 37.3 where the suspension is the result of a breach by the Principal; or
 - (d) a variation being agreed in writing to the nature of the Goods and/or Services provided.
- 13.4 To obtain an extension, the Contractor must make a written request to the Principal within 5 Business Days after the cause of delay has arisen or within any other period agreed in writing by the Parties, which request must include the facts on which the request is based (**Extension Request**).
- 13.5 The Principal, acting reasonably, must notify the Contractor within 10 Business Days of receiving the Extension Request, or such other time agreed in writing by the Parties, whether an extension of time to the Completion Date is granted and any relevant period of extension, which must be reasonable in the circumstances giving rise to the Extension Request.
- 13.6 Time is of the essence. The Parties must endeavour to mitigate any delay.

14 RECEIPT AND ACCEPTANCE OF GOODS AND/OR SERVICES

- 14.1 The Parties agree that:
- (a) delivery and receipt of the Goods and/or Services shall not of itself constitute Acceptance of the Goods and/or Services by the Principal; and
 - (b) Acceptance by the Principal is without prejudice to the Principal's rights in respect of the Defects Liability Period applicable to any Goods and/or Services.
- 14.2 If, following any review, inspection, examination or witnessing of the Goods and/or Services, the Principal is not satisfied that the Goods and/or Services are being, or have been, provided in compliance with the Contract, the Contractor must, after receiving a written request from the Principal, promptly take all steps necessary to ensure compliance.

15 REJECTION AND REMOVAL OF DEFECTIVE GOODS AND/OR DEFECTIVE SERVICES

- 15.1 During the Defects Liability Period, the Principal may notify the Contractor in writing that any Goods and/or Services provided are Defective.
- 15.2 Where the Principal notifies the Contractor under clause 15.1, the Principal may direct the Contractor to replace, rectify or re-perform the Goods and/or Services, as the case may be, free of charge to the Principal and within a reasonable time specified by the Principal.
- 15.3 The Contractor must comply with a direction under clause 15.2 within the time period specified in the notice or otherwise agreed in writing by the Parties.
- 15.4 Where the Contractor does not, or advises the Principal that it cannot, comply with a direction in accordance with clause 15.3, the Principal may give the Contractor written notice of its intention to rectify, replace or have re-performed the Goods and/or Services by a third party,

together with the estimated and itemised reasonable costs of the Principal in rectifying, replacing or having re-performed the Goods and/or Services.

- 15.5 Following receipt of a notice under clause 15.4 from the Principal, the Contractor has 5 Business Days to notify the Principal in writing as to whether the Contractor will replace, rectify or re-perform the Goods and/or Services and to reach agreement with the Principal regarding the timeframe for doing so, otherwise the Principal may rectify, replace or have re-performed the Goods and/or Services and recover its costs in doing so from the Contractor.
- 15.6 Where the Contractor has made good any Defective Goods and/or Services, those Goods and/or Services will be subject to the same Defects Liability Period as the original Goods and/or Services from the date the Contractor completes making good the Defective Goods and/or Services.
- 15.7 The Principal shall not be responsible for the care or custody of any Defective Goods after a period of 5 Business Days after the Contractor has been notified in writing by the Principal that they are Defective.
- 15.8 Without limiting clause 33, any cost or expense reasonably incurred by the Principal in connection with, or as a result of, the Defective Goods and/or Services shall be a debt due from the Contractor to the Principal.
- 15.9 To avoid doubt, nothing in this clause shall prejudice any other right of the Principal arising out of the failure by the Contractor to provide Goods and/or Services in accordance with the Contract.

16 FAILURE TO PROVIDE GOODS AND/OR SERVICES

- 16.1 The Contractor must provide written notice to the Principal as soon as possible if the Contractor is unable to provide the Goods and/or Services and the period of time for which the Contractor will be so unable.
- 16.2 Where the Contractor provides written notice to the Principal under clause 16.1, the Principal may, acting reasonably, and without being liable in any way to the Contractor, obtain or acquire such goods and/or services as it requires from a third party until the Principal receives a further written notice from the Contractor that the Contractor is able to recommence the provision of Goods and/or Services.

17 INFORMATION

- 17.1 The Contractor must keep the Principal fully informed about:
- (a) any matters that may adversely affect the Contractor's ability to provide the Goods and/or Services; and
 - (b) delivery of the Goods and/or completion of the Services.

18 PRICE BASIS

- 18.1 The Contract Price shall be firm and not subject to rise and fall.
- 18.2 The Contract Price is not subject to an annual CPI increases or rate adjustments.
- 18.3 To avoid doubt, the Principal's liability to the Contractor for the Contractor's costs in providing the Goods and/or Services is capped at the Contract Price, unless otherwise agreed in writing by the Parties.

19 FORMATION OF CONTRACT AND TERM

- 19.1 Where this Document is executed by the Parties, the Contract shall be formed, and shall commence, on the date that the last Party executes this Document.
- 19.2 Where this Document is not executed by the Parties:
- (a) the Contract shall be formed, and shall commence, on the date of the Letter of Award; and
 - (b) the Parties agree that the terms and conditions in this Document are incorporated within the Contract and the failure of either Party to execute this Document does not affect the incorporation of those terms and conditions within the Contract or the Contract's existence.
- 19.3 The Contract shall terminate 10 Business Days after Acceptance or upon expiry of the time period specified in the Letter of Award, whichever is the later, subject to clauses 19.4 and 19.5.
- 19.4 The Parties may agree in writing to extend the term for an agreed period of time.
- 19.5 The Contract may terminate before the expiry of the period of time in clause 19.3:
- (a) if the Parties agree in writing; or
 - (b) otherwise in accordance with this Document.
- 19.6 The termination of the Contract does not affect:
- (a) any rights of the Parties accrued before the date of termination; and
 - (b) the rights and obligations of the Parties which survive termination.
- 19.7 Clauses 1 (definitions), 2 (interpretation), 3.2 (manufacturer's warranties), 6.2 (warranty regarding property in goods), 8.2 (warranties regarding personnel), 10.1(c) and 10.1(d) (transition out), 14 (Acceptance and Defects Liability Period), 15 (Defective Goods and/or Services), 19.6 and 19.7 (term), 20 (Contractor to have informed itself), 30 (Confidentiality), 31 (Data security), 32 (Intellectual Property Rights), 33 (Liability and indemnity), 36 (Settlement of disputes), 38.2 to 38.4 (inclusive) (termination), 41 (Notices), 42.1 (relationship of Parties) and 42.8 (Governing law) shall survive termination of the Contract.

20 CONTRACTOR TO HAVE INFORMED ITSELF

- 20.1 By providing the Request Response, the Contractor acknowledges that it has:
- (a) examined carefully, and has acquired actual knowledge of the contents of, its Request Response, this Document and any other information made available in writing by the Principal to the Contractor for the purposes of the Request Response and the Contract; and
 - (b) satisfied itself as to the correctness and sufficiency of the Request Response and that the Contract Price covers the cost of complying with all of its obligations under the Contract and of all matters and things necessary for the proper performance and completion of the Contract.

21 CONFLICT OF INTEREST

- 21.1 The Contractor warrants that, to the best of its knowledge, as at the date of providing the Request Response:

- (a) the Contractor has declared in its Request Response any Conflicts of Interest in the performance of its obligations under the Contract that it has, or is likely to have; and
 - (b) the information contained in the Contractor's Request Response as to the existence of any Conflicts of Interest is correct and comprehensive.
- 21.2 If a Conflict of Interest or risk of Conflict of Interest arises, including because of work undertaken by the Contractor for a person other than the Principal, the Contractor must immediately give written notice of the Conflict of Interest, or the risk of it, to the Principal.

22 LEGAL REQUIREMENTS, INDUSTRIAL AWARDS AND STANDARDS AND PROCEDURES

- 22.1 The Contractor shall comply without limitation with all Legal Requirements, Standards and Procedures affecting or applicable to the Goods and/or Services and/or the performance of the Contract and ensure that its Personnel also comply with the same, at the Contractor's cost.
- 22.2 The Contractor shall:
- (a) comply with all industrial awards or agreements affecting or applicable to the persons engaged by the Contractor for the purposes of providing the Goods and/or Services;
 - (b) ensure that the remuneration and terms of employment of all of its employed Personnel are consistent with the remuneration and terms of employment that reflect the industry standard as expressed in industrial awards and agreements and any code of practice that may apply to a particular industry;
 - (c) to the extent practicable, use reasonable endeavours to ensure that its Sub-contractors satisfy the requirements of clauses 22.2(a) and 22.2(b) in relation to the Sub-contractors' own employees; and
 - (d) ensure that it pays each of its Sub-contractors in accordance with the Contractor's agreement with that Sub-contractor, subject to the Contractor's acceptance of the goods and/or services provided by the Sub-contractor.

23 SAFETY OBLIGATIONS

- 23.1 The Contractor must:
- (a) Provide and maintain, where practicable, a working environment for its employees and members of the public, that is safe and without risk to health and free of hazards.
 - (b) Do all things reasonably necessary to ensure that the Goods and/or Services are provided in a manner that is safe and not likely to cause injury or illness to any person.
 - (c) Ensure Personnel or Subcontractors that may be engaged to perform a service on its behalf will at all times identify and exercise all necessary precautions for the health and safety of all persons including Personnel, Subcontractors and members of the public who may be affected by the provision of Goods and/or Services.
 - (d) Perform all relevant functions and fulfil all relevant duties under all relevant WSH Laws required of an employer or otherwise applicable to the role of the Contractor under the Contract including notification of incidents as may be required under WSH Laws.

- (e) As far as reasonably practicable, comply with and ensure that its Personnel and Subcontractors comply with all relevant WSH Laws applicable to this contract or the performance of the services under this Contract.
- 23.2 Where any injury, property or environmental damage, accident or incident occurs, the Contractor must:
- (a) as soon as practicable, but in any event within 24 hours, notify the Principal in writing of that injury, property damage, accident or incident; and
 - (b) provide the Principal with any further information requested by the Principal.
- All lost time incidents shall be promptly notified to the Principal.
- 23.3 For incidents that are notifiable under any Legal Requirement, the Contractor must provide a report of any such incident within three days, giving complete details of the incident, including results of investigations into its cause, and any recommendations or strategies for prevention in the future. This requirement is in addition to, and independent of, any incident notification duty required by law.
- 23.4 The Contractor acknowledges that if, in performing its obligations under the Contract, its Personnel enter premises under the control of the Principal or the Principal's Personnel they must comply with the Principal's work health and safety policies and procedures and do so at the Contractor's own risk. If the Contractor's work health and safety policies and procedures are more stringent or onerous than the Principal's, compliance is required with those policies and procedures. The Contractor will comply with such procedures or measures that produces the highest level of health and safety.
- 23.5 Without limiting clauses 37.3 to 37.5 (inclusive), any breach by the Contractor of WSH Laws or this clause which gives rise to circumstances which:
- (a) present actual or potential risk of life or serious injury; or
 - (b) are otherwise required to be notified under WSH Laws,
- entitles the Principal to suspend the whole or part of the performance of the Contractor's obligations.

24 SUSTAINABLE PROCUREMENT

- 24.1 The Contractor acknowledges that the Principal supports ethical and environmentally, socially and economically sustainable procurement practices, including the matters contemplated by clause 24.2 (**Sustainability Objectives**) and acknowledges that its support of the Sustainability Objectives assists the Member in meeting its own Sustainability Objectives.
- 24.2 The Contractor agrees to use reasonable endeavours to conduct its business and supply the Goods and/or Services in a manner which seeks to support the Sustainability Objectives, which endeavours may include:
- (a) preparing and implementing policies to seek to support the Sustainability Objectives, including providing training to its Personnel regarding such policies;
 - (b) implementing practices which seek to reduce the environmental impact of the Contractor's activities, including:
 - (i) using recycled materials and products;
 - (ii) reducing emissions;
 - (iii) adopting greener energy solutions;
 - (iv) adopting environmentally sustainable design; and
 - (v) reducing wastage;

- (c) providing employment or training opportunities to individuals with a disability or experiencing disadvantage, and using the services of agencies or other businesses which provide employment or training opportunities to such individuals (such as WA Disability Enterprises and/or Aboriginal Enterprises);
 - (d) sponsoring and supporting local community groups and local community development initiatives;
 - (e) promoting fair workplace practices;
 - (f) promoting workplace health;
 - (g) using services and purchasing products from Western Australian and Australian suppliers and small and medium-sized businesses; and
 - (h) using services and purchasing products that are efficient to operate and have low operating and maintenance costs.
- 24.3 The Contractor agrees to provide the Principal with any reasonably requested information relating to the measures adopted by the Contractor in pursuit of the Sustainability Objectives.
- 24.4 The Contractor agrees to undertake reasonable due diligence and monitoring of its supply chain on an ongoing basis to ensure that materials and services required for the supply of the Goods and/or Services to the Principal are supplied from sustainable sources.

25 CONTRACTOR'S PERSONNEL

- 25.1 The Contractor must, and must ensure its Personnel, when providing the Goods and/or Services:
- (a) comply with all reasonable directions given by the Principal or any person authorised by Law or the Standards and Procedures to give directions to the Contractor in relation to the Goods and/or Services;
 - (b) do not cause any damage, loss or injury to any property or person; and
 - (c) act, in all circumstances and at all times, in a fit and proper manner.
- 25.2 If the Contractor proposes to replace, or have another of its Personnel perform any functions of, any Specified Personnel, it must obtain the prior written approval of the Principal.
- 25.3 The Contractor must provide the Principal with an Australia-wide police clearance in respect of any of its Personnel within 30 Business Days of such a request being made in writing by the Principal to the Contractor.
- 25.4 If any police clearance obtained under clause 25.3 evidences that any of the Contractor's Personnel has committed a criminal offence punishable by imprisonment or detention, the Principal may, without prejudice to its other rights under the Contract, request the Contractor to promptly remove that person from involvement in the provision of the Goods and/or Services, and the Contractor must comply with such a request as soon as possible.
- 25.5 If the Goods and/or Services to be provided by the Contractor involve Child-Related Work or involve the delivery of the Goods and/or Services at a Child-Related Site:
- (a) the Contractor must provide to the Principal an Assessment Notice in respect of all Personnel involved in performing the Child-Related Work, or providing the Services or delivering Goods at the Child-Related Site, before they commence such work; and
 - (b) the Principal may require the Contractor to immediately remove any of the Contractor's Personnel who do not have a current Assessment Notice and the Contractor must comply with such a request as soon as possible.

26 REPRESENTATIVES

- 26.1 Each Party may appoint a Representative, and give them authority, to act on its behalf for the purpose of the Contract within delegation limits advised in writing to the other Party.

27 INVOICING AND PAYMENT

- 27.1 Subject to the Contractor satisfactorily providing the Goods and/or Services, the Principal must pay the Contractor the Contract Price in accordance with this clause 27 and the Contractor's preferred payment methodology (if any) as notified in writing by the Contractor to the Principal.
- 27.2 As soon as reasonably practicable following the end of each month, or at another time or frequency agreed in writing by the Parties, the Contractor must provide to the Principal an Invoice for the provision of the Goods and/or Services or any delivered or completed part of the Goods and/or Services.
- 27.3 Subject to any right of the Principal to retain, withhold, reduce or set-off any amount due to the Contractor, the Principal must pay all Invoices issued in accordance with this clause within 30 Business Days of issue to the Principal or such other period as agreed in writing by the Parties, except where the Principal disputes the Invoice, in which case, to the extent permitted by any Legal Requirement, the Principal may withhold payment of the disputed part of the relevant Invoice pending resolution of the Dispute.
- 27.4 The Contractor is not entitled to payment for any Disbursements not included in the Contract Price unless prior written notice of the Disbursement was provided to the Principal and the Principal approved the Disbursement in writing.
- 27.5 A payment made pursuant to the Contract is taken to be payment on account and is not proof or admission of the value of the Goods and/or Services provided or that the Goods delivered and/or the Services performed, or any part thereof, were to the Principal's satisfaction.
- 27.6 The Parties agree that failure by the Principal to pay the amount payable at the due time will not be grounds for the Contractor to terminate, invalidate or avoid the Contract.
- 27.7 All invoices must be provided to the Town of Claremont as electronic PDF, not scanned PDF, with a single invoice per PDF. They should be sent to creditors@claremont.wa.gov.au. All invoices must reference an official Town of Claremont purchase order number and itemise the areas where the work was performed. Any invoice which does not reference an official purchase order number will be rejected.

28 GOODS AND SERVICES TAX

- 28.1 Words capitalised in this clause 28 and not otherwise defined have the meaning given in the GST Law.
- 28.2 Where an amount of Consideration is payable for a Taxable Supply made under the Contract (whether that amount is specified or can be calculated in accordance with the Contract), it does not include GST and must be increased by the GST Rate.
- 28.3 The Party making a Taxable Supply under the Contract must issue a Tax Invoice or Adjustment Note to the Recipient in accordance with the GST Law.
- 28.4 If any Party has a right to be reimbursed or indemnified for any cost or expense incurred under the Contract, that right does not include the right to be reimbursed or indemnified for that component of a cost or expense for which the indemnified Party can claim an Input Tax Credit.

29 ACCESS TO PRINCIPAL'S PREMISES AND PRINCIPAL'S DOCUMENTS

- 29.1 The Principal agrees to provide the Contractor with access to the Principal's Premises and Principal's Documents as reasonably required to provide the Goods and/or Services.
- 29.2 The Contractor must only use the Principal's Documents for the sole purpose of providing the Goods and/or Services and must take reasonable security measures to protect the Principal's Documents from unauthorised disclosure or use.
- 29.3 The Contractor acknowledges and agrees that:
- (a) the Principal may need to obtain the consent of third parties to the disclosure of Principal's Documents to the Contractor;
 - (b) the Principal may, acting reasonably, suspend or deny the Contractor's access to the Principal's Premises or Principal's Documents at any time; and
 - (c) where the Principal has suspended or denied the Contractor's access to the Principal's Premises or the Principal's Documents, the Contractor shall only be able to gain or regain access upon written notice from the Principal.

30 CONFIDENTIALITY

- 30.1 In this clause 30 the following terms have the following meanings:
- (a) **'Disclosing Party'** means the Party which has disclosed Confidential Information that is confidential to that Party; and
 - (b) **'Receiving Party'** means the Party to whom Confidential Information is disclosed by the Disclosing Party.
- 30.2 Subject to clause 30.3, the Parties must not:
- (a) disclose Confidential Information to any other person; or
 - (b) use Confidential Information except to the extent necessary to fulfil their obligations under the Contract.
- 30.3 Subject to clause 30.4, a Party may disclose Confidential Information to a third party:
- (a) with the prior consent of the Disclosing Party;
 - (b) to the extent required by any Law or applicable securities regulation or rule;
 - (c) in connection with any dispute or litigation concerning the Contract or its subject matter;
 - (d) to the extent required by any Authority having jurisdiction over the Receiving Party; or
 - (e) who is an employee, officer, financier, joint venture partner, related body corporate, contractor, financial adviser, legal adviser or insurer of the Receiving Party, where the disclosure is necessary for the purpose of the Receiving Party performing its obligations, or enforcing its rights, under the Contract.
- 30.4 Before making a disclosure to a person under clause 30.3, the Receiving Party must:
- (a) inform the entity or person to whom the Confidential Information is being disclosed of the Receiving Party's obligations under the Contract, except where clause 30.3(b) applies;

- (b) notify the Disclosing Party and give the Disclosing Party a reasonable opportunity to take any steps that the Disclosing Party considers necessary to protect the confidentiality of that information; and
- (c) where clause 30.3(e) applies, but with the exception of employees or officers of the Receiving Party, procure that the person or entity executes a deed in favour of the Disclosing Party in a form acceptable to the Disclosing Party, acting reasonably, imposing on the person or entity an undertaking of confidentiality having substantially similar effect as the Contract.

31 DATA SECURITY

31.1 The Contractor must:

- (a) do all things that a reasonable and prudent person or entity would do to ensure that all Principal Data is protected at all times from unauthorised access or use by a third party and from misuse, damage or destruction by any person;
- (b) provide protective measures for the Principal Data that are no less vigorous than accepted industry standards and commensurate with the consequences and probability of unauthorised access to, or use, misuse or loss of, the Principal Data; and
- (c) either return to the Principal or destroy any Principal Data immediately following the termination of the Contract.

31.2 If requested by the Principal, acting reasonably, the Contractor must take out and maintain insurance, to the Principal's reasonable satisfaction, to protect against the risks of a Cyber Incident. Clause 34 shall apply to this insurance with any necessary modifications.

32 INTELLECTUAL PROPERTY RIGHTS

32.1 The Contractor warrants that any supply by it of the Goods and/or Services and any designs, documents or methods of working provided by it to the Principal in doing so does not infringe any Intellectual Property Right.

32.2 The Contractor shall indemnify the Principal against any Loss resulting from any alleged or actual infringement of any Intellectual Property Right arising from or in connection with the supply of the Goods and/or Services or from any designs, documents or methods of working provided by it to the Principal.

32.3 Ownership of a Party's Background Intellectual Property Rights vests in and shall remain vested in that Party.

32.4 The Contractor grants to the Principal a royalty-free, perpetual, irrevocable, express, non-exclusive, world-wide licence to use, exercise and sub-license the Contractor's Background Intellectual Property Rights only for the intended purpose of the Contract.

32.5 The Principal grants the Contractor a revocable, royalty-free and non-transferable licence to use any Principal's Background Intellectual Property Rights to the extent necessary for the Contractor to supply the Goods and/or Services.

32.6 All Intellectual Property Rights (other than the Contractor's Background Intellectual Property Rights) in the designs, documents, materials, equipment or methods of working provided by the Contractor under the Contract will vest in the Principal. The Contractor must do everything necessary to perfect such vesting at the Contractor's cost or as otherwise agreed by the Parties.

32.7 The Contractor must ensure that:

- (a) copyright and any other ownership interests or rights in the designs, documents, materials, equipment or methods of working provided by the Contractor under the Contract do not vest in any Sub-contractor of the Contractor or any other third party; and
- (b) no third party is in a position to successfully assert any moral rights or other proprietary interests in relation to the Goods and/or Services or the Contract contrary to the interests of the Principal.

32.8 A Party must not:

- (i) grant any third party access to the other Party's Intellectual Property Rights without that other Party's prior written consent, which may be given in that other Party's discretion; or
- (j) do or allow to be done, or fail to do, any act that may infringe the other Party's Intellectual Property Rights.

32.9 All payments and royalties payable in respect of any Intellectual Property Rights required in respect of performance of the Contract shall be included in the Contract Price and shall be paid by the Contractor to the person, persons, or body to whom they may be due or payable.

33 LIABILITY AND INDEMNITY

33.1 Subject to the other provisions of this clause 33, the Contractor shall indemnify and keep indemnified the Principal and the Principal's Personnel from and against all Loss (including Consequential Loss) suffered by the Principal or its Personnel arising directly or indirectly from:

- (a) any breach of the Contract by the Contractor;
- (b) any Wilful Misconduct, or a negligent act or omission, by the Contractor or its Personnel;
- (c) any loss or damage to the Principal's premises or property caused by the acts or omissions of the Contractor or its Personnel;
- (d) any claim made by a third party against the Principal or its Personnel, to the extent that the claim arose out of any act or omission of the Contractor or its Personnel; and
- (e) any act or omission of the Contractor or its Personnel that causes the Contractor to breach any Legal Requirement,

except to the extent that the Loss is caused by the Wilful Misconduct or a negligent act or omission of the Principal or its Personnel.

Consequential Loss

33.2 The Principal will not be liable to the Contractor for any Consequential Loss.

Civil Liability Act

33.3 Each Party agrees that Part 1F of the Civil Liability Act 2002 (WA), to the extent that the same may be lawfully excluded, is excluded from operation with respect to any Dispute, claim or action brought by one Party against the other Party arising out of or in connection with the Contract and any of the Contractor's Sub-contractors or such Sub-contractors' personnel.

34 INSURANCE AND RISK MANAGEMENT

34.1 The Contractor must:

- (a) procure and maintain the Insurances with the minimum level of cover set out in this Document, or otherwise specified by the Principal in the Principal Request, from insurers having a financial performance rating of at least A- by Standard and Poor's (Australia) Pty Limited, or an equivalent rating from another internationally recognised rating agency, approved by the Principal, which either:
 - (i) carries on business in Australia and is authorised by the Australian Prudential Regulation Authority; or
 - (ii) if an overseas insurer, covers claims lodged and determined in the jurisdiction of Australia, with any limitations regarding this requirement to have been notified to, and approved, by the Principal;
- (b) ensure that its Sub-contractors have appropriate and reasonable insurance (including as to amounts of insurance and type of insurance) for the work or services they may conduct or provide under a sub-contract relating to the provision of the Goods and/or Services to the Principal;
- (c) upon the Principal's written request, provide to the Principal copies of current and updated certificates of insurance for all Insurances, including those of a Sub-contractor;
- (d) inform the Principal in writing immediately if it becomes aware of any actual, threatened or likely claims in connection with the Contract under any of the Insurances, except claims which the Principal may have against the Contractor;
- (e) disclose to the Principal in writing any limitations under an Insurance or other factors relevant to any Insurance which may adversely impact on the provision of the Goods and/or Services by the Contractor or a claim in connection with the Contract;
- (f) pay all premiums and deductibles applicable to any of the Insurances when due;
- (g) promptly reinstate any Insurance required if it lapses or cover is exhausted;
- (h) give the Principal at least 20 Business Days' prior written notice of any cancellation or non-renewal of, or a material alteration to, any of the Insurances; and
- (i) not do any act or omission that would be grounds for an insurer to refuse to pay a claim made under any of the Insurances.

34.2 To the extent possible, at the times of placement or renewal of any Insurances, each Insurance must:

- (a) state that it is governed by the laws of the Commonwealth of Australia and that courts of Australia shall have exclusive jurisdiction to deal with any dispute under the policy; and
- (b) where the Principal is entitled to cover under the Insurance:
 - (i) provide that the Insurance is primary with respect to the interests of the Principal and any other insurance maintained by the Principal is excess to and not contributory with the Insurance;
 - (ii) provide that a notice of claim given to the insurer by an insured under the Insurance must be accepted by the insurer as a notice of claim given by the Principal;
 - (iii) except for compulsory workers' compensation insurance, compulsory third party motor liability insurance and professional indemnity insurance, include a cross-liability provision extending the policy to operate in the same manner as if there was a separate policy of insurance covering each party insured (without increasing the deductibles or reducing the overall limit of indemnity);
 - (iv) provide that, where the Principal is not a named insured, the insurer must waive rights of subrogation against the Principal; and

- (v) provide that any breach of the conditions of that Insurance by an insured other than a Principal must not in any way prejudice or diminish any rights which the Principal has under that Insurance.

34.3 The Contractor must procure and maintain public liability insurance and product liability insurance which:

- (a) is for an amount not less than \$20 million, or such other amount as specified in the Principal Request, in respect of any one claim, is unlimited in the amount of occurrences and not less than the amount set out in the Principal Request (if any is so specified) in the aggregate during any one 12 month period of insurance;
- (b) covers the liability of the Contractor, its Personnel and the Principal in respect of:
 - (i) loss of, damage to, or loss of use of, any real or personal property; and
 - (ii) the bodily injury of, disease or illness (including mental illness) to, or death of, any person (other than liability which is required by any Legal Requirement to be insured under a workers' compensation policy),

arising out of or in connection with the Contractor's performance of the Contract; and

- (c) covers the use of unregistered motor vehicles or unregistered mobile plant and equipment used in connection with the Contract and sudden and accidental pollution.

34.4 Where the Contractor shall be using its own vehicles, plant and equipment in providing the Goods and/or Services, the Contractor must procure and maintain reasonable vehicle and equipment insurance for such vehicles, plant and equipment (**Contractor's Vehicles and Equipment**) (in addition to any compulsory third party motor vehicle insurance), which must:

- (a) cover all loss and/or damage to the Contractor's Vehicles and Equipment;
- (b) cover third party personal injury or death (to the extent not covered by any public and product liability insurance taken out by the Contractor and any compulsory third party motor vehicle insurance) and third party property damage liability involving the Contractor's Vehicles and Equipment;
- (c) be unlimited in the number of occurrences; and
- (d) to the extent available from the insurance market from time to time, contain a principal's indemnity extension in favour of the Principal.

34.5 Unless otherwise agreed in writing by the Principal, the Contractor must procure and maintain workers' compensation insurance as follows:

- (a) the Contractor must insure against liability for death of or injury to persons employed by or deemed by a Legal Requirement to be employed by the Contractor including liability under statute and at common law with a level of cover not less than \$50 million, or such amount as is specified in a Principal Request, in respect of any one event; or
- (b) where the Contractor is a sole trader and has no workers' compensation policy in place, the Contractor must insure against the loss of income and illness by the purchase of an income protection or salary continuance policy.

34.6 Where specified in a Principal Request or otherwise reasonably requested by the Principal, the Contractor must procure and maintain professional indemnity insurance, which must:

- (a) be for not less than \$5 million, or such other amount as is specified in the Principal Request, or otherwise reasonably requested by the Principal in respect of any one claim;

- (b) be for an amount not less than the amount specified in the Principal Request in the aggregate for all claims arising in any one 12 month period of insurance (if an amount is so specified);
- (c) include one full automatic reinstatement of the limit of liability;
- (d) cover liability arising from any act or omission in connection with or arising out of the Contractor's professional activities and duties under the Contract; and
- (e) cover claims under the *Competition and Consumer Act 2010* (Cth), the *Fair Trading Act 2010* (WA) and any similar legislation in any other state or territory, insofar as they relate to the provision of professional advice.

34.7 The Parties acknowledge and agree that:

- (a) the effecting and maintaining of the Insurances by the Contractor does not, in any way, affect or limit the liabilities or obligations of the Contractor under the Contract;
- (b) the Insurances are primary, and not secondary, to the indemnities referred to in this Document and the Principal is not obliged to make a claim or institute proceedings against any insurer under the Insurance before enforcing any of its rights or remedies under such indemnities;
- (c) whenever a claim is made under any of the Insurances, the Contractor is liable for any excess or deductible payable as a consequence;
- (d) the Contractor must not do or omit to do any act that would be grounds for an insurer to refuse to pay a claim made under any of the Insurances;
- (e) nothing in this clause 34 fixes the Principal with notice of the contents of any Insurance policy and must not be raised as a defence to any claim by the Principal against the Contractor; and
- (f) where relevant, the Contractor must provide reasonably requested assistance to the Principal in the preparation and negotiation of insurance claims.

34.8 The Contractor at the discretion of the Principal may be required to provide the Principal with a risk management plan relating to the Contract in accordance with AS/NZS 4360-2009 Risk Management.

35 FORCE MAJEURE EVENT

35.1 A Party must:

- (a) immediately give notice to the other Party of any Force Majeure Event that precludes that Party from partially or wholly complying with any of its obligations under the Contract (**Affected Obligations**); and
- (b) if it gives such a notice, either:
 - (i) to the extent practicable, specify in the notice the length of delay that will result from the Force Majeure Event; or
 - (ii) where it is impracticable to specify the length of delay at the time the notice is delivered, provide the other Party with periodic supplementary notices during the period over which the Force Majeure Event continues.

35.2 The Party's obligation to perform the Affected Obligations is suspended for the duration of the actual delay arising out of the Force Majeure Event.

35.3 The Party whose performance is affected by the Force Majeure Event must use its reasonable endeavours to remove or relieve the Force Majeure Event and to minimise the delay so caused.

- 35.4 If a Force Majeure Event continues to affect the provision of the Goods and/or Services for the duration of the Force Majeure Event Termination Period, the Principal may terminate the Contract by serving written notice on the Contractor.

36 SETTLEMENT OF DISPUTES

- 36.1 In the event of a Dispute, a Party may provide a written notice to the other Party identifying the nature of the Dispute and containing enough information to enable the other Party to reasonably understand the facts relevant to the Dispute (**Dispute Notice**).
- 36.2 Within 15 Business Days of receipt of the Dispute Notice, the Parties may meet to seek to negotiate, in good faith, a resolution to the Dispute.
- 36.3 In the event that the Dispute remains unresolved after the time period referred to in clause 36.2, either Party may, at any time after giving notice to the other Party of its intention to do so, refer the Dispute for mediation in accordance with clause 36.4. There is no requirement for a Party to agree to mediation.
- 36.4 A mediation under this clause 36 shall:
- (a) be conducted by a single mediator to be appointed, in the absence of agreement by the Parties within 5 Business Days after the giving of a notice of intention under clause 36.3, by the Chairperson (or his or her nominee) for the time being of the dispute resolution organisation known as the Resolution Institute;
 - (b) be conducted according to the rules proposed by the appointed mediator; and
 - (c) be conducted during a period of 30 Business Days (or such longer period as the Parties may agree in writing or as directed by the mediator) from the acceptance by the mediator of his or her appointment.
- 36.5 The Parties shall each pay their own costs of the mediation and will each pay half of the mediator's fees and costs.
- 36.6 If the Parties are unable to resolve the Dispute within the mediation period stipulated in, or agreed under, clause 36.4(c), or have elected not to Mediate, either Party may take whatever other action is available to it under the Contract or the Law, including initiating proceedings in a court of competent jurisdiction.
- 36.7 Nothing in this clause 36 precludes a Party from seeking interlocutory relief relative to the subject matter of a Dispute from a court of competent jurisdiction, including the right to seek injunctive relief.

37 DEFAULT, SUSPENSION AND TERMINATION FOR BREACH

Default

- 37.1 If a Party breaches a provision of the Contract and that breach continues for a period of 5 Business Days, the other Party may provide a written notice to that Party:
- (a) identifying the nature of the alleged breach;
 - (b) requiring the Party to comply with the relevant provision of the Contract; and
 - (c) requiring the Party to remedy the breach in any manner and within a reasonable timeframe specified in the notice.

- 37.2 If a Party breaches or repudiates the Contract, nothing in the Contract prejudices the right of the other Party to recover damages or exercise any other right under the Contract or under any applicable Legal Requirement.

Suspension

- 37.3 If a Party breaches a provision of the Contract and fails to comply with a written notice issued under clause 37.1, the non-defaulting Party may suspend the performance of its obligations (or any of them) and the defaulting Party's obligations (or any of them) by written notice to the defaulting Party until such time that the breach is remedied to the non-defaulting Party's reasonable satisfaction or the non-defaulting Party otherwise directs that the performance of the Contract is no longer suspended at which point the Parties must promptly recommence the performance of their obligations.
- 37.4 The Contractor must bear any cost it incurs as a result of a suspension under clauses **Error! Reference source not found.** or 37.3 and any costs incurred by the Principal as a result of the suspension and any amounts payable by the Contractor under this clause become a debt due to the Principal by the Contractor, where the Contractor is the defaulting Party.
- 37.5 To avoid doubt, if a Party suspends the Contract or any part of it in accordance with clause 37.3, the Completion Date shall not be extended by the period of that suspension, except as otherwise agreed in writing by the Parties.

Termination for breach

- 37.6 Subject to clause 37.7, without limiting the other circumstances in which the Contract may be terminated, if a Party breaches a provision of the Contract and fails to comply with a notice issued under clause 37.1, then the other Party:
- (a) may give a further notice to the defaulting Party of its intention to terminate the Contract if the breach is not remedied or rectified in accordance with any manner or timeframe specified in the notice; and
 - (b) by a further and final notice in writing to the defaulting Party immediately terminate the Contract if the breach is not remedied or rectified within the timeframe specified in the notice given under clause 37.6(a).
- 37.7 If a Party breaches a material provision of the Contract and that default is incapable of remedy or rectification, the non-defaulting Party may terminate the Contract by written notice to the defaulting Party.

38 TERMINATION

- 38.1 Without limiting the other circumstances in which the Contract may be terminated, if a Party:
- (a) commits an Insolvency Event;
 - (b) assigns or sub-contracts the Contract or any part thereof without any prior written consent of the other Party required by the Contract;
 - (c) or any of its Personnel are found guilty of any criminal act relating to the Goods and/or Services; or
 - (d) includes in its Request Response any statement, representation, description of fact, matter, information or thing which is false, untrue, incorrect or inaccurate, whether known to the Party or not,
- then the other Party may by notice in writing to that Party immediately terminate the Contract.

- 38.2 If the Contract is terminated, the Principal may engage or contract with any person other than the Contractor to provide similar or equivalent goods and/or services to the Goods and/or Services.
- 38.3 Where the Principal terminates the Contract under clauses 37.6, 37.7 or this clause 38, the Principal shall ascertain the amount of all damages and expenses suffered or incurred by the Principal as a result of any of the matters referred to in those clauses and all such amounts may be deducted from amounts then owing to the Contractor or may be recovered by the Principal as a debt due by the Contractor to the Principal.
- 38.4 When the Contract is terminated, the Contractor must:
- (a) promptly return to the Principal or destroy any of the Principal's property or Principal's Documents as directed in writing by the Principal; and
 - (b) if requested by the Principal, co-operate with and assist the Principal to transition the provision of the Goods and/or Services to the Principal or to another contractor engaged by the Principal, including by complying with the terms of any agreed Transition Plan.

39 ASSIGNMENT AND SUBCONTRACTING

- 39.1 The Contractor shall not:
- (a) assign all or any part of its rights and obligations under the Contract; or
 - (b) sub-contract the whole or any part of the Contract, without:
 - (c) the Principal's prior written approval, which must not be unreasonably withheld; and
 - (d) in the case of an assignment under clause 39.1(a) where obligations are to be assigned, the proposed assignee executing a deed in favour of the Principal agreeing to comply with and be bound by the obligations of the Contractor under the Contract.
- 39.2 To avoid doubt, the Principal's approval to sub-contract does not discharge or release the Contractor from any liability or obligation under the Contract.

40 RESTRUCTURE OF THE PRINCIPAL

- 40.1 If the Principal is restructured by Law, then the rights and obligations of the Principal under the Contract are assigned to and assumed by the appropriate legal entity as determined by the Principal or the successors of the Principal under the restructure. To avoid doubt, the Contractor may enter into a deed of assignment and assumption with the new legal entity to confirm the assignment and assumption.

41 NOTICES

- 41.1 Any notice under the Contract shall be in English, in legible writing and signed whether by hand or by electronic signature, and shall be given or served by:
- (a) hand delivery or prepaid post to the address of the receiving Party specified in the Request Response, Letter of Award or in **Error! Reference source not found.**, as applicable, or at such other address as may from time to time be notified in writing to the notifying Party by the receiving Party but in any event to the last notified address; or
 - (b) email to the email address of the receiving Party specified in the Request Response, Letter of Award or in **Error! Reference source not found.**, as applicable, or at such

other email address as may from time to time be notified in writing to the notifying Party by the receiving Party but in any event to the last notified email address.

41.2 Any notice or other communication is regarded as being given by the notifying Party and received by the receiving Party:

- (a) if by delivery in person, when delivered to the address of the receiving Party;
- (b) if by post, 5 Business Days from and including the date of postage; and
- (c) if sent by email, in accordance with section 14 of the *Electronic Transactions Act 2011* (WA),

but if the delivery or receipt is on a day which is not a Business Day or is after 5.00pm (receiving Party's time), it is regarded as received at 9.00am on the following Business Day.

42 GENERAL

42.1 Relationship of the Parties

- (a) The Contractor acknowledges and agrees that it is an independent contractor and not an agent of the Principal and that it has no authority to bind the Principal by contract or otherwise.
- (b) Nothing in the Contract creates a partnership, trust or agency between the Parties or imposes any fiduciary duties on either Party in relation to the other, unless expressly stated in this Document.

42.2 Promotion and Advertising

- (a) The Contractor must not erect on the site or Principals premise, or permit to be erected on the Site, any sign, advertisement, promotion or other display without the written approval of the Principal or the Principal's Representative.

42.3 Severability

Should any part of the Contract be invalid or unenforceable, that part shall be:

- (a) read down, if possible, so as to be valid and enforceable; or
- (b) if it cannot be read down, severed from the Contract to the extent of the invalidity or unenforceability,

and the remainder of the Contract shall not be affected by such invalidity or unenforceability.

42.4 Variation to Contract terms

The terms of the Contract shall not be varied except by the written agreement of the Parties.

42.5 Waiver

- (a) A Party may only waive a right or power it has under the Contract by written notice to the other Party.
- (b) No forbearance, delay or indulgence by a Party in enforcing a provision of the Contract shall prejudice, restrict or limit the rights of, or the exercise of the powers of, that Party, nor shall any waiver of those rights operate as a waiver of any subsequent breach or of that right or power in the future.

42.6 Entire agreement

The Contract embodies the entire agreement between the Parties and supersedes all prior conduct, arrangement, agreements, understandings, quotation requests, representations, warranties, assurances, promises, statements, or negotiations, express or implied, in respect of the subject matter of the Contract.

42.7 Rights are cumulative

Subject to any express provision in the Contract to the contrary, the rights of a Party under the Contract are cumulative and are in addition to any other rights of that Party.

42.8 Governing Law

The Contract and any Dispute shall be governed by the Laws of the State of Western Australia and the Parties agree that the courts of that State will have exclusive jurisdiction to deal with any Dispute.

43. SPECIAL CONDITIONS

43.1 In addition to any other clause in this Contract, the Contractor when applying chemicals, herbicides and/or pesticides is required to ensure:

- (a) they do not use Glyphosate.
- (b) they only use herbicides, pesticides or chemicals approved by the Principal and they shall be used only in accordance with the manufacturer's instructions.
- (c) herbicides, pesticides or chemicals are mixed thoroughly prior to application and agitated during spraying if required.
- (d) all precautions are taken in handling the herbicides, pesticides or chemicals to prevent any spills or contamination onsite. Where a spill has occurred, the contractor shall take all steps necessary to prevent leaching into the ground, clean up the site and notify the principal or his representative immediately.
- (e) only apply the herbicide or chemicals in environmental conditions that are suitable for the application to achieve the maximum effect.
- (f) ensure that any operator applying the herbicide chemicals are suitable trained and have the appropriate licences as required by the Department of Health, WA.
- (g) follow guidelines set by the WA Health department for application of pesticides in public places.
- (h) all equipment used for the application of herbicides or chemicals is sound quality with no signs of cracks, leaks or showing signs of deterioration.
- (i) the use of clear, adequate and appropriate signage as required by the Department of Health WA is installed prior to the application of the herbicides, pesticides or chemicals. The signage shall remain until the product has dried and the area safe for public use.
- (j) the spray area is clear of people and animals before spraying.
- (k) they replace any turf, plants, shrubs, or trees that have been damaged by any inappropriate application of the herbicide, pesticide or chemical.

EXECUTION

Principal

Signed by an authorised person(s) on behalf of the Town of Claremont in accordance with a resolution of the Council passed on *[insert date]*:

sign here ►

	Chief Executive Officer
<i>print name</i>	Liz Ledger

Contractor – where the Contractor is a company

_____)
EXECUTED by **[insert name]** ACN *[insert in]*
accordance with section 127(1) of the *Corporations Act*)
2001 (Cth):

_____ ←
Director/Secretary/Sole Director-Secretary (signature)
(Delete whichever is not applicable)

_____ ←
Director/Secretary/Sole Director-Secretary (print full name)
(Delete whichever is not applicable)

_____ ←
Director/Secretary (signature)
(Delete whichever is not applicable)

_____ ←
Director/Secretary (print full name)
(Delete whichever is not applicable)

CONTRACT SPECIFICS

ITEM	DESCRIPTION	CONTRACT SPECIFIC
1.	Contractor's Representative	Address: <i>[insert]</i> Telephone: <i>[insert]</i> Email: <i>[insert]</i>
2.	Principal's Representative	Marty Symmons
3.	Start Date	
4.	End Date	
5.	Additional Period (if applicable)	
6.	Insurances	<p>Insurances must be maintained for the duration of the Contract with the following minimum levels of cover:</p> <p>Public liability insurance: the Contractor shall maintain Insurance to a value of \$20,000,000. (clause 34.3).</p> <p>Vehicle and equipment insurance: the Contractor shall maintain (clause 34.4).</p> <p>Workers' compensation insurance: the Contractor shall maintain insurance in accordance with the <i>Workers' Compensation and Injury Management Act 1981</i> (WA) and to a value of \$50,000,000 (clause 34.5).</p> <p>Professional indemnity insurance: the Contractor shall maintain insurance to a value of \$5,000,000 (Clause 34.6).</p>

Work Procedure Name	Discrimination, Harassment and Bullying
Key Sustainability Result Area	Governance & Leadership
Relevant Policy/Delegation	Elimination of Violence, Harassment and Bullying in the Workplace Policy
Other Relevant Documents	<i>Occupational Safety and Health Act 1984</i> <i>Equal Opportunity Act 1984</i> <i>Sex Discrimination Act 1984 (Cth)</i>
Responsibility	Chief Executive Officer
Effective Date	24 February 2020
Last Review Date	1 January 2020
Next Review Dates	1 January 2022

Intent of the Work Procedure

The Town of Claremont and its employees are committed to providing a working environment where every employee feels safe and is treated equally, fairly and without prejudice.

This Policy applies in the workplace including work outside normal work hours and at any place where you are a representative of the Town of Claremont.

Details

Unlawful Discrimination

An employee is directly discriminated against if they are treated less favourably than another person in the same or similar circumstance, because of any one of the grounds of discrimination outlined below.

Indirect discrimination can occur where a practice or requirement is imposed upon all employees; however a high proportion of employees with an attribute cannot comply with, or are affected by, that practice or requirement. The Town of Claremont acknowledges its responsibilities and obligations pursuant to State and Federal equal opportunity and anti-discrimination laws.

The Town of Claremont and its employees acknowledge they are subject to State and Federal equal opportunity and anti-discrimination legislation. The following is a non-exhaustive list of the grounds of discrimination for which it is unlawful to discriminate against an individual:

- Age;
- Family responsibility or status;

- Race or colour;
- Sex including gender identity, sexual orientation and intersex status;
- Physical or mental disability;
- Marital status;
- Political or religious conviction;
- Pregnancy;
- Criminal record;
- Breastfeeding;
- Gender history;
- Impairment;
- National extraction or social origin; and
- Trade union activity.

The *Equal Opportunity Act 1984 (WA)* and the *Sex Discrimination Act 1984 (Cth)* provide that it is unlawful to engage in sexual harassment. Sexual harassment can be defined as any unwelcome conduct of a sexual nature, such as an unwelcome sexual advance or an unwelcome request for sexual favours, in circumstances in which a reasonable person would anticipate that the person harassed would be offended, humiliated or intimidated. It does not matter that the person did not mean to be offensive.

Some examples of sexual harassment include, but are not limited to:

- Physical contact (touching, rubbing, patting, embracing, brushing up against etc.);
- Gestures of a sexual nature;
- Leering or staring;
- Offensive telephone calls, emails, text messages or notes;
- Sexual suggestive jokes or comments;
- Tales of sexual exploits;
- Repeated requests for a date;
- Unwelcome comments or questions about a person's sex life, appearance or dress; and
- Sexually graphic material (poster, calendars, cartoons, graffiti, messages, emails).

Bullying

Bullying is defined as repeated and unreasonable behaviour directed towards an employee or a group of employees that creates a risk to health and safety. Unreasonable behaviour amounts to behaviour that a reasonable person in the circumstances would see as unreasonable including behaviour that is victimising, humiliating, intimidating or threatening.

There are a variety of ways bullying behaviour can occur in the workplace such as verbally, through email or text message or via social media, private messaging groups or apps. Bullying can be directed at an individual employee or a group of employees, and can be

carried out by one or more employees. Bullying can occur between employees, downwards from managers to employees or upwards from employees to supervisors or managers.

Some examples of bullying include, but are not limited to:

- Loud, abusive or offensive language or comments;
- Shouting, yelling and screaming;
- Unjustified criticism and insults;
- Unjustified threats of dismissal or other disciplinary action;
- Acts of sabotaging another's work by withholding information which is required to fulfil tasks;
- Spreading malicious rumours or misinformation;
- Inappropriate comments about an employee's appearance, lifestyle of family;
- Deliberately excluding an employee from workplace meetings or activities;
- Hiding documents or equipment or withholding vital information required for effective work performance;
- Constantly changing targets or work guidelines;
- Overloading an employee with work and impossible deadlines;
- Setting tasks that are unreasonably below or beyond an employee's level of skill;
- Threats of assault or violence or actual violence;
- Teasing and practical jokes; and
- Isolating or ignoring an employee on a constant basis.

Other Behaviours not considered to be Bullying

The Town of Claremont has a right to take reasonable management action to direct the way in which work is conducted and to give employees lawful and reasonable directions to complete work in a certain manner. Reasonable management action is not workplace bullying.

The Town of Claremont has a right to direct and control how work is performed. Managers have a responsibility to monitor staff and give feedback.

Instructing a person to do a job within their position description or within the scope of the classification level and skill base of the employee is not bullying.

Providing feedback, comments, advice and conducting performance management processes, including negative or constructive feedback is not bullying.

Some examples of reasonable management action include, but are not limited to:

- The establishment and regular use of performance management systems;
- The setting of reasonable performance targets and deadlines;
- Providing employees with constructive feedback or counselling to assist workers to improve their work performance or the standard of their behaviour;

- Issuing a lawful and reasonable direction to an employee to complete a work task;
- Preparing and amending a roster for employees;
- Transferring an employee to a different work location for operational reasons;
- Implementing organisational change;
- Informing an employee about inappropriate behaviour in a confidential manner; and
- Taking disciplinary action against an employee.

Where two or more employees have a difference of opinion and disagree on an issue, this is not usually considered to be workplace bullying.

Additionally behaviour that is a one off occurrence and does not create a risk to health or safety is not bullying.

Workplace Violence

Workplace Violence is any incident where a person is threatened, attacked or physically assaulted. Some examples of workplace violence include, but are not limited to:

- Hitting, shoving, pushing;
- Attacks involving weapons or objects;
- Threats of physical harm.

All the Organisation's Employees

Employees are required to:

- Report any incidents of sexual harassment, discrimination or bullying or workplace violence they may see happening around them to an appropriate manager or supervisor;
- Avoid making reports that are vexatious, malicious or baseless;
- Follow all policies and procedures of the Town of Claremont;
- Ensure they do not victimise any person making a complaint of sexual harassment, discrimination or bullying; and
- Treat all employees fairly and with respect and in accordance with the Code of Conduct.

I, _____, have read and understand my duties and obligations under this Procedure.

Signature: _____

Dated: _____

Work Procedure Name	Drug and Alcohol Procedure
Key Sustainability Result Area	Governance & Leadership
Relevant Policy/Delegation	
Other Relevant Documents	Code of Conduct <i>Occupational Safety and Health Act 1984</i> <i>Roads Traffic Act 1974</i>
Responsibility	CEO
Effective Date	24 February 2020
Last Review Date	1 January 2020
Next Review Dates	1 January 2022

Intent of the Work Procedure

The Town of Claremont and its employees must take all reasonable care not to endanger the safety of themselves or others (including customers) in the workplace. Alcohol and other drug usage becomes an occupational safety and health issue if a worker's ability to exercise judgment, coordination, motor control, concentration and alertness at the workplace is impaired.

Details

The Individual's Responsibility

Under the *Occupational Safety and Health Act 1984 (the OSH Act)*, workers must take reasonable care of their own safety and health and not endanger the safety and health of others at the workplace. The consumption of alcohol and/or drugs while at work is unacceptable, except in relation to any authorised and responsible use of alcohol at workplace social functions. Employees are required to present themselves for work and remain, while at work, capable of performing their work duties safely. An employee who is under the influence of alcohol and/or drugs at the workplace, or is impaired, may face disciplinary action including possible termination of employment.

The Town of Claremont is a smoke, drug and alcohol free workplace.

Reporting Requirements

Employees must report to their employer any situation where they genuinely believe that an employee may be affected by alcohol and/or other drugs.

Drug Use on the Premises

Employees who buy, take, or sell drugs on Town of Claremont premises or during working hours may be found to have engaged in serious misconduct. Such behaviour may result in disciplinary action up to and including dismissal. Employees who have been prescribed medication/drugs by a medical practitioner that could interfere with their ability to safely carry out their role must inform their manager or Human Resources and disclose any side effects that these medication/drugs may cause.

Consumption of Alcohol on the Premises

Except in situations where the Town of Claremont holds a function on the premises and alcohol is provided, employees must not bring in and/or consume alcohol in the workplace or during working hours.

Pre-Employment Medical Tests

As part of the recruitment selection criteria, preferred candidates for employment positions may be required to attend a medical assessment which includes drug and alcohol testing.

Identification of Impairment & Testing

If the Town of Claremont has reasonable grounds to believe that an employee is affected by drugs and/or alcohol it will take steps to address the issue.

Reasonable grounds may include (but are not limited to), where an employee's coordination appears affected, has red or bloodshot eyes or dilated pupils, smells of alcohol, acts contrary to their normal behaviour, or otherwise appears to be affected by drugs and/or alcohol.

If the Town of Claremont suspects that an employee is under the influence of drugs and/or alcohol it may pursue any or all of the following actions:

- Direct an employee to attend a medical practitioner and submit to a medical assessment to determine whether the employee is fit to safely perform their duties. A medical assessment may include a drug and/or alcohol test;
- Require that an employee undergo drug and alcohol testing administered by a representative of the Town of Claremont;
- Direct an employee to go home.

If an employee refuses to attend a medical examination or refuses to submit to an alcohol or drug test, the employee will be immediately directed to go home. Refusal to attend a medical assessment or refusal to go home constitutes a breach of this policy and may result in disciplinary action being taken against the employee up to and including the termination of employment.

I, _____, have read and understand my duties and obligations under this Procedure.

Signature: _____

Dated: _____

	LG544 Work Health and Safety Policy
Key Focus Area Leadership and Governance	Responsible Directorate Office of the Chief Executive Relevant Council Delegation Nil

Purpose

The purpose of this Policy is to demonstrate the Council's commitment to providing and maintaining a safe and healthy workplace for all employees, volunteers, contractors and Elected Members.

Policy

Council recognises the importance of a safe and healthy working environment in order to achieve the Town's strategic objectives.

Council is committed to providing the budget and resources to achieve the safety and health objectives of the Town.

The CEO will be responsible for:

1. Developing, implementing and maintaining work health and safety systems that comply with the *Work Health and Safety Act 2020*.
2. A work health and safety induction program for new employees and contractors in addition to ongoing training.
3. Developing and maintaining an organisational culture with a high level of safety and health awareness.
4. Empowering employees to identify and report health and safety hazards or incidents
5. Processes to ensure thorough and timely investigations of hazards and/or incidents and identification of opportunities for improvement.
6. Establishment of an WHS Committee which includes employee representatives and a member of the executive team.

Document Control Box			
Business Unit:	Office of the Chief Executive		
Legislation:	<i>Work Health and Safety Act 2020</i>		
Organisational:			
Review Frequency:	Annual	Next Due:	2022
Version #	Decision:	OCM Date:	Resolution Number:
1.	Adopted	5 October 2021	128/21



Recordkeeping Responsibilities and You

The *State Records Act 2000* (the Act) governs recordkeeping within State and local government organizations in Western Australia. Under the Act, every employee of a government organization (including temporary staff and contractors) will have some responsibility for creating and keeping records relating to their work.

What is a record?

A **record** can be defined as any record of information, in any medium, including letters, files, emails, word processed documents, databases, photographs, text messages, and social media posts relevant to the business of the organization. **Government records** are those records created or received by a government organization, or by an employee or contractor in the course of their work for that organization.

Why do I need to keep records?

Records provide evidence of what an organization has done, and why. Keeping records of business activity enables an organization to account for its actions, meet legislative requirements, and make informed and consistent decisions.

What are my responsibilities as a government employee?

Every employee of a government organization (including temporary staff, contractors and consultants) has a responsibility to create records of their work for the government organization. While specific responsibilities will differ depending on the work role, employees should ensure that records of their activities, transactions and decisions are captured onto the official record.

When should I create a record?

A record should be created when an activity or transaction takes place, or a decision is made, which relates to the organization's business activity. If you are not sure whether to create a record, **ask yourself**:

- Does the matter relate to my work?
- Did I write, receive or send this in the course of my work?
- Is action required?
- Is this something I have used to do my work or to reach a decision?
- Will I need this information again?
- Will someone else need this information at some stage?

If the answer is "yes" to any one of these questions, a record should be created.

What do I do with records once they are created?

Records of business activity should be entered into the organization's official recordkeeping system. By doing this, records relating to particular work matters are kept together and are available for all relevant staff to refer to.

How long do I need to keep records?

Records can only be disposed of in accordance with a disposal authority that has been approved by the State Records Commission. It is illegal to dispose of records unless authorized to do so.

Further information: For assistance with recordkeeping responsibilities specific to your work, please contact the Records Manager within your organization **or** the State Records Office on (08) 9427 3661 or via email at sro@sro.wa.gov.au.



Town of Claremont's Safety Induction Manual

Version Number: 5
Origin Date: July 2010
Last Review Date: November 2017

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1. Welcome Message

I would like to take this opportunity to welcome you to the Town of Claremont. At the Town of Claremont we consider the employment of every individual to be an important factor in the constant growth of our organisation and we hope that you will become an enthusiastic and valuable member of our team.

We consider our employees to be the most valuable resource available to us, and we encourage the innovative and distinctive ideas that come with staff contribution.

At the Town of Claremont we endeavour to supply all our employees with a safe and healthy work environment in which employees, contractors, customers and visitors are not exposed to hazards. We aim to return employees to their families in the same condition of health as they were when they arrived for work each day.

This manual is intended as a guide to provide you with as much knowledge as possible about the hazards you might face in your day to day work activities and allow you to carry out your duties safely.

Further information regarding your health and safety at work can be obtained from your Manager, or any other member of the management team.

We trust that your experience at the Town of Claremont will be safe, fulfilling and enjoyable. On behalf of the management and staff at the Town of Claremont we would like to welcome you to our team and wish you every success in your future achievements.

Yours sincerely,

Liz Ledger

CEO

Contact Information

Phone	9285 4300 Fax: 9285 4301
Address	308 Stirling Hwy Claremont WA 6010
E-mail	toc@claremont.wa.gov.au

2. Introduction

This manual documents the Town of Claremont's occupational health and safety policies and procedures defining the minimum safety standard expected of all staff, contractors and visitors. Compliance with the information in this manual is compulsory.

The Town of Claremont is committed to implementing and enforcing the policies and procedures of this manual. Non-compliance with these procedures will result in disciplinary action and, dependant on seriousness, in dismissal. If it is found that a person did not clearly understand or misinterpreted the instructions and information, further training or induction will be provided. The CEO or your Manager will record any verbal warnings given. If non-compliance continues written warnings will be given. If inappropriate behaviour continues, the Chief Executive Officer will decide on any action to be taken including possible dismissal.

Employees and contractors should only complete tasks that they have been deemed competent to perform. This usually takes the form of safety related training and accreditation. For example, employees should not operate mobile plant unless they have received appropriate training and are competent to do so. Other safety related training will be provided from time to time as and when required.

This manual requires that a number of activities are completed during the year. Additional information on these activities is provided within this manual.

3. Occupational Safety and Health Policy



OCCUPATIONAL SAFETY & HEALTH STATEMENT

Under the Occupational Safety and Health Act 1984, the Town of Claremont has a legal responsibility to make sure it's workplaces are safe and healthy and its employees are not exposed to hazards. To meet this responsibility, the Town of Claremont has developed OS&H procedures and practices that are consistent with the current OS&H legislation, regulations, codes of practice and appropriate national standards.

The Town of Claremont will ensure that all levels of employees, including senior management, employees, contractors and volunteers, understand their roles and responsibilities in accordance with legislative requirements.

The employer aims to meet their objectives by:

- i. Providing and maintaining workplaces, plant, and systems of work such that, so far as is practicable, the employees are not exposed to hazards;
- ii. Providing such information, instruction, and training to, and supervision of, the employees to enable them to perform their work so they are not exposed to hazards;
- iii. Consulting and cooperating with Safety and Health Representatives and other employees at the workplace regarding occupational safety and health issues;
- iv. Providing employees with personal protective clothing and equipment to assist protect them against those hazards.

"YOU ARE RESPONSIBLE FOR OS&H"

Employees, including contractors, volunteers and work experience students are obligated to meet their duty of care by:

- i. Taking care for his or her own health and safety and avoid adversely affecting the safety or health of any other person; by
- ii. Complying with safety and health instructions given by the employer, including the direction to wear personal protective clothing or equipment;
- iii. Reporting hazards, accidents (injuries) and incidents (near misses) in the workplace.

Overall responsibility for implementing the OS&H policy rests with the Chief Executive Officer. The HR Advisor is responsible for initiating and driving safety and health strategies on behalf of the CEO. In addition there is an OSH Committee which consists of OSH representatives from each workplace. Your workplace representative is there to represent you in regard to any OS&H concerns you have, and to assist you in achieving your obligations under the above policy objectives.

Your contribution to the effective management of health and safety issues is essential in ensuring a safe and healthy workplace.



Chief Executive Officer

.....
Employee Name

Effective date: December 2013 Last Review Date: August 2016 Next Review Date: August 2018

3.1 Legislation

The Safety and Workers' Compensation legislation applicable to Town of Claremont include the following:

Occupational Safety and Health Act 1984 and Regulations 1996

Workers Compensation and Injury Management Act 1981 and Regulations 1982

In the Town of Claremont the person responsible for providing Occupational Safety and Health support and advice is the HR Advisor. The person responsible for Injury Management is Executive Manager Corporate & Governance.

The *Occupational Safety and Health Act 1984* requires an Employer to:

- provide and maintain safe workplaces, plant, and systems of work
- provide information, instruction, training and supervision
- consult and co-operate with safety and health representatives and other employees
- provide adequate personal protective equipment (PPE) where it is not practicable to avoid the presence of hazards

The *Occupational Safety and Health Act 1984* requires an Employee to:

- comply with the employers instructions to ensure their own and others safety and health is not jeopardised during the course of work
- use and maintain personal protective equipment
- report to their supervisors any hazards, injuries or accidents
- not to adversely affect the safety and health of another person through any act or omission at work

To ensure consultation and co-operation regarding occupational safety and health issues, regular meetings are held at Town of Claremont to discuss safety. There is an Occupational Safety and Health Committee and safety will be discussed at toolbox meetings and staff meetings. Check with your Manager for details.

3.2 Hazard Identification and Reporting

The risk management process of identifying hazards, assessing their risk and implementing appropriate controls is the most effective means to provide and maintain a safe work environment. As required by the Occupational Safety and Health Act 1984, the responsibility for controlling hazards in the workplace lies with the employer and all employees. Where it is not possible for the employee to control the hazard they are to report it to their line management.

All hazards at the Town of Claremont will be identified through the completion of inspections, Job Safety Analysis, and those reported to management by employees, contractors and visitors. Where a hazard is identified a hazard report form should be completed and an assessment will be made on how to control the hazard. The hazard report form should be completed by both the person who identified the hazard and the Manager. The hazard report should document what the hazard is, where it is, who is exposed, the risk of an injury and what action was taken to remove the hazard from the workplace.

Once the hazard has been reported it is to be entered onto the risk register (Refer to Hazard management Register) and tabled at the OSH Committee or toolbox meeting.

These reports will be acted upon immediately and the hazard or incident fully investigated by the Manager and OSH Rep where applicable. Outcomes will be communicated back to employees and contractors.

At Risk Behaviour

If you see someone take a risk with safety:

- Stop
- Talk to them
- Explain the risk
- Explain the safe way

If they ignore you and still take the risk, report it to your Manager.

Workplace Hazards

Anyone who sees something that is unsafe should:

- Fix it – provided you are competent to do so safely
- Make it as safe as you can
- Report the condition to your Supervisor

If you are concerned that a work-area or task poses an immediate risk of severe injury, you may cease work in that area or on that task but you must also report to your Supervisor and remain available for other tasks. If you do not agree with your supervisor about the safety related to a task or area you should discuss the issue with the Safety Co-ordinator.

Accident/Incident/Hazard Report forms may be found on the intranet, under OSH>Documents.

3.3 Risk Assessment

The following procedures are to be followed when identifying safety and health hazards, assessing their risks and implementing risk controls. This procedure can be used to prevent hazards from occurring or reoccurring.

Steps in the Risk Management Process

1. Hazard Identification
2. Risk Assessment
3. Hazard Control
4. Ongoing Evaluation

1. Hazard Identification

Hazard identification is the process of identifying hazards in the workplace or for a work procedure. Hazards can be identified in the workplace by observation, report or inspection. Workplace hazards can be included into the following groups:

- Physical hazards from physical objects that result in cuts, trips, falls and include noise;
- Ergonomic hazards such as lifting and moving materials and inappropriate design of a computer workstation;
- Chemical hazards such as toxic gases, noxious fumes and corrosive liquids;
- Biological hazards such as infectious diseases;
- Electrical hazards from exposed electrical wires; and
- Radiation hazards from sun exposure, gauges x-rays.

For further information and assistance in identifying hazards in your work area please consult your Manager. Checklists to assist in the hazard identification process are available from this person. Job Safety Analysis can also be completed to identify workplace hazards (Refer to next section).

2. Risk Assessment

Risk assessment is the process of assessing all of the risks associated with each of the hazards identified during the hazard identification process. It involves examining and evaluating the likelihood and severity (or consequence) of the potential outcomes in order to prioritise risks for control.

In assessing the risks, the following essential steps are taken:

1. The probability or likelihood of an incident occurring is evaluated.
2. The severity of the potential consequences is calculated or estimated.
3. Based on these two factors, the risks are assigned a priority for risk control.
4. According to the risk rating defined implement strategies to manage risk.

The following table provides guidance on how to assess the level of risk presented by a hazard.

	CONSEQUENCES				
LIKELIHOOD	Insignificant	Minor	Moderate	Major	Catastrophic
Almost Certain	H	H	E	E	E
Likely	M	H	H	E	E
Possible	L	M	H	E	E
Unlikely	L	L	M	H	E
Rare	L	L	M	H	H

Legend:

Extreme: extreme risk; cease work immediately; contact Chief Executive Officer; make area safe; immediate action required.

High: high risk; Chief Executive Officer attention needed; make area safe; Manager advise employees in area.

Moderate: moderate risk; Manager notified; monitor risk level; plan preventative action.

Low: low risk; manage by routine procedures

Risk assessments should be documented on the hazard report forms, safety inspection checklists and in the risk register.

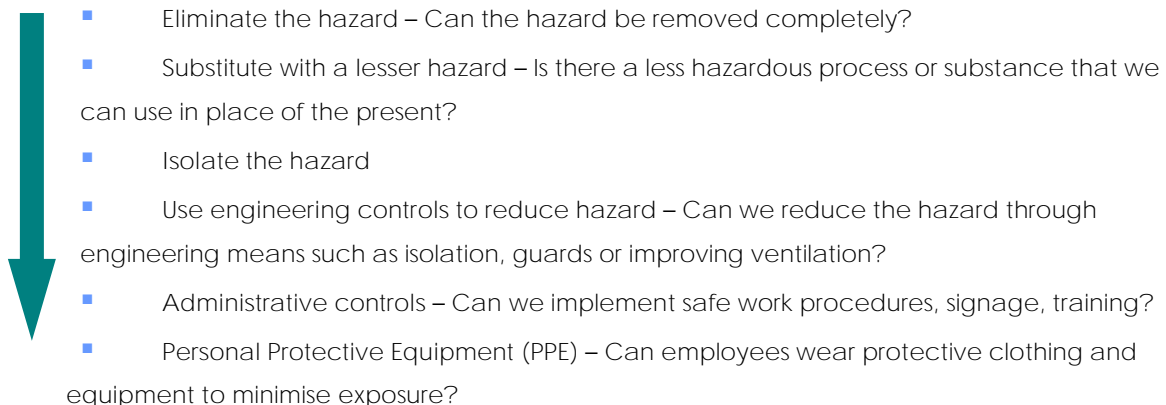
3. Hazard Control (Hierarchy of Controls)

Risk control provides a means by which hazards can be systematically evaluated against a set of control options (the Hierarchy of Controls) to determine the most effective control method(s). This process involves analysing the data collected during the hazard identification and risk assessment processes, and developing a plan to control the risks identified.

The hazard control process starts by considering the highest ranked risks, working down to the least significant. Each risk should be examined with regard to the "hierarchy of controls". This provides a method of systematically evaluating each risk to determine, firstly, if the hazard can be eliminated, and otherwise, to find the most effective control method for each risk.

The "Hierarchy of Controls" should be used at all times when implementing controls to eliminate the hazard or reduce the risk of a hazard at the Town of Claremont.

HIERARCHY OF CONTROLS



In many cases, it will be necessary to use more than one control method. Back-up controls (such as personal protective equipment and administrative controls) should only be used as a last resort or as a support to other control measures.

4. Ongoing Evaluation

Monitoring and review is the final stage in the process. It is the means by which risk management is kept current and effective, as new hazards and those overlooked in the original process are identified and controlled.

Monitoring and review involves the systematic re-implementation of the original steps of:

- Hazard identification
- Risk assessment
- Risk control

This is to ensure that the process was undertaken properly and that, in hindsight, the conclusions were correct:

- Ongoing monitoring of existing risk control measures to assess their effectiveness in light of changes and fluctuations in the workplace.
- Collection of data on any new hazards which may have arisen and the formulation of new control measures.
- Reviewing the risk management process to ensure that all new hazards identified are controlled.

3.4 Workplace Inspections

OSH Reps **will** conduct regular safety inspections of their designated areas of responsibility, and liaise with their managers as to the findings. In accordance with the following schedule:

Type of Inspection	Frequency
Informal safety and health checks of workplace by staff member and supervisors.	Daily
Formal workplace inspection by Manager and/or Safety Co-ordinator accompanied by where appropriate	Monthly to Quarterly

Formal inspections should be completed where possible with at least one employee from that work area. 2 checklists for this inspection are provided in folder Workplace Safety Checklists- one for office/library inspections, one for depot inspections. Any hazards identified in this inspection should be entered onto the hazard management register. This information is stored in the HR noticeboard on the N drive.

Inspections should preferably take place at the time when exposure to hazards is greatest.

3.5 Job Safety Analysis

Job Safety Analysis (JSA) is a way in which a task can be assessed to identify any associated hazards. The process entails examining a work process (eg changing a vehicle tyre), determining what hazards are present in each step and determining methods to reduce these hazards. Priority to conducting a JSA should be given to those tasks that are considered high or extreme risk as detailed by the risk assessment table above. A JSA should be completed as outlined below utilising the JSA form (Refer to form F3.6 Job Safety Analysis).

JOB SAFETY ANALYSIS PROCEDURE

1. Identify the task and establish the context that the task is going to be assessed.
2. Identify the people who should be involved in the JSA (ie people involved in the work activity, management and specialists if required).
3. Identify and prioritise the tasks to be assessed for the formulation of the JSA.
4. List the job in a logical sequence of steps taken to complete the particular task.

5. List any Hazards associated with each step.
6. Make a determination on the most suitable control measure, remembering to analyse its effectiveness and any new risks that may result from the change in operation.
7. Complete the Job Safety Analysis pro-forma.
8. Implement required control options to ensure safe work.
9. After implementation monitor for any new hazards.

3.6 Accident (Incident) Investigation and Reporting

As part of its commitment to eliminating hazards in the workplace, so far as is practicable, The Town of Claremont will:

- Ensure that all accidents are thoroughly investigated.
- Ensure that preventative action has been implemented to minimise the likelihood of accident reoccurring.
- Ensure that all accidents occurring at the Town of Claremont are formally reported and appropriate records are maintained.

Employees are required to report all work injuries, no matter how slight, to your Manager. This is to ensure:

- Minor injuries (e.g. cuts or scratches) are treated and infection is prevented.
- Any hazards in the workplace are identified – as next time it may be a serious injury.
- Employees' entitlements to workers' compensation are protected.

You are required to complete an Accident Report (Refer to form Accident /Incident/Hazard Report Form) for all injuries that occur at the Town of Claremont. Your Manager and OSH Rep will investigate the accident as soon as possible following the injury or near miss. Following the investigation of the accident the accident details should be forwarded to the Executive Manager Corporate & Governance Services and to Payroll Officer for assessment and filing. All accident reports will be entered onto Hazard Management Register.

3.7 Issue Resolution Process

The Town of Claremont recognises that an individual or group of employees from time to time may have a concern about a safety issue. This concern may be in relation to a work procedure or physical problem in the work environment. In such cases it is important that any issue be resolved promptly and that a safe work environment is maintained.

In the event of an individual or group of employees raising a concern, the following procedures shall be followed:

- The concern should be referred to their Manager immediately.
- If the matter cannot be resolved by the Manager the safety issue should be referred to the Safety Co-ordinator.

- Whilst Safety Co-ordinator deals with the issue, there should be a continuation of normal work unless there is an immediate risk of injury.

If the employee or the Manager feels that the issue is still unresolved and there is the opportunity of serious and imminent harm they can report the issue to WorkSafe WA for assistance. Issues should be dealt with in a formal manner and allowance shall be provided to the Town of Claremont to attempt to resolve the issue internally prior to external parties becoming involved.

3.8 Purchasing Procedure

Anyone within the Town of Claremont who is involved in buying new products or engaging with contractors for services should consider all safety aspects of the item or services, to ensure that hazards are not introduced to the workplace.

Specifically when engaging with contractors for services it is important to validate that they have the appropriate licences and experience required to perform the task for which they are being engaged.

Consultation shall be undertaken with the relevant employee when new plant/equipment/substances are being purchased for the first time and where there is the potential for significant detrimental impact on health and safety of any person. Factors which should be considered include:

- Manual handling- is the weight (over 16kg without ability to be lifted by 2 people or by machine), shape or size potentially hazardous.
- Chemicals- the least hazardous available, MSDS sheets supplied on purchase
- Ergonomics- Furniture, computers and chairs allow staff to work with minimum of twisting, bending and repetitive movement.
- Noise- Long periods of repeated exposure to workplace noise between 75 and 85 dB(A) (decibels) present a small risk of hearing disability to some people. As noise levels increase, so does the risk. Above 85 dB(A) the risk increases substantially. (Reference- Code of Practice, Managing Noise at Workplaces, 2002, WorkSafe Western Australia Commission). One of the most cost-effective ways of reducing noise in a workplace is to "buy quiet". Purchasing quiet products can reduce noise levels without additional modification to equipment or the workplace.
- Machinery- meets appropriate Australian Standards, is appropriately guarded, can be serviced and maintained easily.

3.9 Hire of Equipment

Hazard management procedures for hired equipment, should be the same as those for equipment belonging to the Town of Claremont. Therefore the following should be observed:

- Obtain a copy of the operator's manual from the hirer.
- Perform a pre-start check on the plant or equipment, as per the Town of Claremont procedures for their equipment.
- Determine personal protective equipment required and ensure this is available.

- Any hazards identified with the equipment will be reported to the Supervisor using the Town of Claremont hazard identification procedure. The Supervisor will then liaise with the hire company regarding any maintenance issues. This process will be documented. The equipment will be tagged out and then returned to the hire company if it is not considered safe to operate.
- The officer hiring the equipment will discuss transport arrangements with the hire company, to determine that the trailer/float or other transport arrangements are appropriate for the equipment.
- If the safety provisions of the hire company are not adequate, the Town of Claremont will consider alternative hire companies within the area.

3.10 First Aid Procedure

The Town of Claremont has first aid kits located in each workplace (see evacuation plans for details). In the event of an accident requiring first aid, a qualified first aid officer in the Town will be available to assist. A list of all qualified first aid officers and emergency contact numbers is available on the first aid kit. All first aid treatment received is recorded on the booklet within the first aid kit and as incident reports detailed above.

3.11 Manual Handling

The Town of Claremont has many tasks that require manual handling which, if not properly managed, have the potential to cause serious injury. In keeping with its commitment to provide a safe work environment, a strategy has been developed that will identify manual handling tasks, assess the risk factors and determine appropriate control measures including relevant training for employees. A manual handling risk assessment can be accessed on the N Drive within the OSH manual, or from your supervisor. This can be used as a tool to identify any manual handling issues in the workplace.

When performing manual handling tasks, employees must follow safe systems of work provided by the Town of Claremont which include:

- Applying safe handling and storage principles;
- Observing weight limits for lifting, loading or carrying loads;
- Use of specialist equipment where possible;

Where it is not practicable to use mechanical lifting devices, the following safe handling principles should be adopted:

- Always plan a manual lift prior to attempting the lift;
- Ensure that the route taken is clear of obstacles or obstructions;
- Check that the load is not too heavy to lift or carry alone. If the load is too heavy, get assistance either from a fellow worker or use a mechanical lifting device;
- If carrying a load with a fellow employee, always keep in step;
- When carrying a load with a fellow employee, always ensure that you tell each other of any action you are about to perform, such as, lowering or adjusting the load;
- Never carry a load that blocks your vision, as you may trip or run into another object; and

- Keep your back straight throughout the lift.

STEPS OF MANUAL HANDLING

1. Plan your lift – make sure the path is clear at the load is not too heavy.
2. Bend at the knees when picking up the load.
3. Maintain the natural curve of the spine, don't bend your back to pick up the load.
4. Keep a firm grip on the load.
5. Lower the load putting the weight onto your legs by bending your knees.

Ergonomics

It is important to correctly adjust your computer workstation to avoid sprains and strains when working in the office. For further information see Workstation Checklist.

3.12 Hazardous Substances Management

Hazardous substances can enter the body by inhalation, swallowing or by absorption through the skin. After exposure to a hazardous substance, a person may take some time to show signs of ill health. Some substances may also have fire and explosion risks.

Material Safety Data Sheets (MSDS) are information sheets that provide advice about the potential health effects, first aid treatment, handling and storage of hazardous substances. These are available from your Manager and are also located at the storage point of the hazardous substance. These sheets must be consulted prior to using a hazardous substance.

If you have a concern about any chemical or hazardous substance used, you should request an MSDS and seek advice from the Manager. Where required, training and instruction will be provided on the correct use, storage handling and transport of hazardous substances and chemicals.

Liquids such as petrol, kerosene, thinners and other flammable substances are a significant fire risk. Care should be taken when handling flammable substances and these should be kept away from ignitions sources at all times.

If a spillage occurs it must be immediately cleaned up and correctly disposed of, in accordance with the MSDS.

If substances are decanted into smaller containers, the containers must be clearly marked to indicate the contents.

The Town of Claremont will maintain a register of all hazardous substances used within the workplace (Refer to the Hazardous Substance Register on the HR section of the Intranet). This register will be updated on an as needed basis i.e when a new hazardous substance has been introduced into the workplace. A

hazardous substance risk assessment checklist has also been provided to assess the hazardous substances present in the workplace and record information in relation to location of use, nature of the substance, current controls in place and possible effects (Refer to forms in the Hazardous Substance Register).

Any disposal of dangerous or hazardous substances will be conducted in accordance with legislation and the MSDS.

3.13 Isolation and Tag-out

Electrical and mechanical isolation of plant must be conducted whenever there is a risk of injury to persons from the inadvertent start up of plant during maintenance, cleaning or repair.

If electrical hazards are identified with plant it is not to be used. Attach an "OUT OF SERVICE" tag. These yellow and black tags are used to prevent accidents relating to plant requiring repairs or alterations. An example of when OUT OF SERVICE TAGS are likely to be used could include a drill with a frayed cord, or a large lathe awaiting repairs.

The other isolation tag relating to plant is the red and white "DANGER" tag. This isolation tag is used to prevent anyone starting up an item of plant while it is being worked on. The connecting circuitry must be disconnected and, if practicable, a locking device such as a padlock, attached. All electrical repairs must be carried out by a qualified person.

Tagging Procedure

1. Where an item of plant may expose any person to any hazards if used, maintained or worked on: The employee shall:
 - if applicable and safe to do so, turn off the equipment at the power source and ensure all potential sources of energy, which may cause the plant to operate have been isolated.
 - immediately complete and affix the appropriate tag in a prominent position to the item of plant (eg. on main isolation switch).
 - notify the Manager immediately.
2. The Manager/supervisor shall:
 - verify that the tagging is completed and affixed.
 - where necessary (and possible) physically remove the plant to a suitable location to ensure the plant is not inadvertently used while tagged.
 - take action to remove the hazard and arrange repair or service
3. Use of Tagged Plant or Equipment
 - Employees SHALL NOT use or operate any plant or equipment which has an isolation tag attached to it. These tags are to be regarded as a lock. Removal of tags will be managed as a performance issue
4. Removal of Tag

- Danger Tag – may only be removed by the person who placed the danger tag on the piece of equipment or plant. Removal of tags will be managed as a performance issue
- Out of Service Tag – may only be removed by the Manager or the authorised person who repaired the equipment/plant. Removal of tags will be managed as a performance issue

3.14 Safe Work Procedures

Safe work procedures will be developed where a hazardous activity is identified and it is determined that a safe work procedure is required to ensure that employees and others are not exposed to hazards. A procedure may be developed for activities such as using plant, handling material, working at heights or other.

The Manager for the work area will consult with the affected employees and will develop the procedure. The following principles should be followed when developing a defined procedure. These include:

- Identifying the work procedure;
- Identifying the people who should be included in the procedures development;
- Identifying the job steps in the work activity/task;
- Identifying the hazards associated with each job step, brainstorm with employees; and
- Determining the most appropriate method of control.

Once developed the procedure should be communicated to all persons that use the equipment or are involved in the work activity. The procedure should also be prominently displayed in the work area.

A Job Safety Analysis form can be used when developing procedures (Refer to form Job Safety Analysis).

3.15 Specific Workplace Hazards

Plant

Working with plant presents specific safety issues in the workplace. Care is required at all times and the following basic safety precautions should be followed:

- All moving machinery is potentially dangerous. Treat it with respect.
- Do not start any machinery in motion or turn on any electricity, gas, steam, air, oil, acid or water unless you are authorised to do so and then only after you have made sure that no one is in a position of danger.
- Machine guards are for protection and must not be removed, or made inoperative, except by authorised persons for the purpose of carrying out repairs and adjustments.
- All guards must be replaced before restarting machinery.
- Repairs in the vicinity of, or to moving parts, must only be carried out with machinery stopped, isolated and locked out.

A pre-start check should be completed daily to ensure the vehicle is operating correctly, and to identify faults at an early stage. These checklists must be given to your Supervisor who can then forward any requests for repairs to the appropriate area eg in-house mechanic, or external provider. There is a

requirement that plant is maintained in accordance with manufacturers and legislative guidelines. It is essential that an adequate record of any maintenance on plant is kept for future record. This can either be accomplished through log books provided with the plant.

Hand Tools

Common hand tools used in the workplace include drills, hammers, screwdrivers etc. Use of hand tools can result in cuts, bruises and amputations, particularly to the hands, forearms, stomach and upper thigh. Hand tools also present manual handling risks. You must ensure that you use the correct hand tool for the task required, the hand tool is in sound condition and that it is regularly maintained.

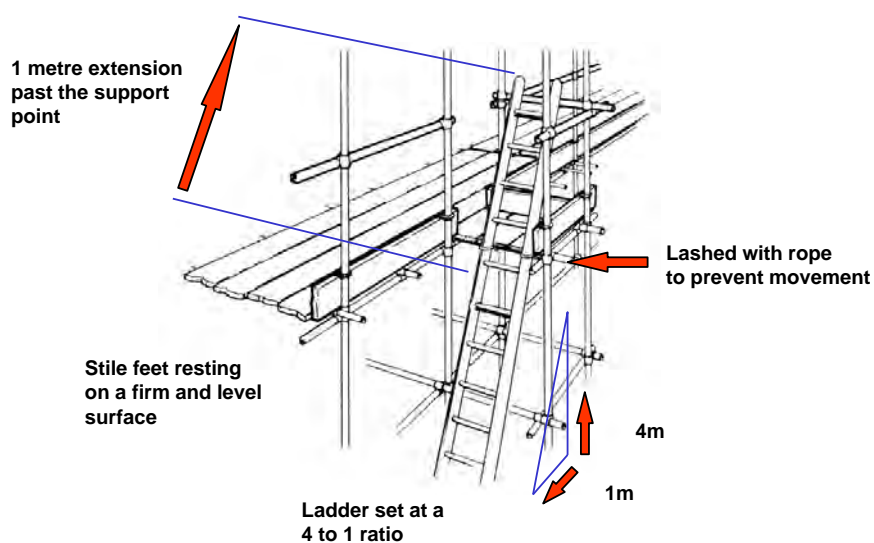
Use of Ladders

Ladders should be used as a means of access to a work area not as a work platform.

DO NOT WORK FROM A LADDER

Always ensure that:

- The ladder is the right height for the task. This will avoid reaching or stretching;
- Metal or wire bound ladders are never placed close to energised “live” power lines;
- The ladder extends at least one metre above the stepping off point;
- The ladder is in good condition and not damaged;
- There is a firm level work platform, free from obstructions to step onto;
- The ladder is securely fixed;
- The ladder is not too close or too far away from the support structure. The distance is 1 to 4. That is, if a ladder is four metres high the distance from the base of the ladder and the support structure is one metre; and
- The ground is firm, stable and level.



Working at Heights

Legislation requires that where there is the likelihood that a person may fall, steps should be taken to reduce the risk. If there is a risk of a person falling, the Town of Claremont will consider all possible means of reducing the risk. This will include:

- The use of scaffolds or other types of working platforms (e.g. elevating work platforms, scissor lifts or cherry pickers);
- Ensuring that ladders are in good condition and used correctly;
- Providing adequate supervision and assistance, if necessary;
- Ensuring that all holes and openings are protected to prevent a person falling;
- Erecting signs or barricading indicating the presence of holes or openings;
- Ensuring that all edges are protected to prevent a person falling; and
- Ensuring that no person walks directly on fragile or brittle roofing material (e.g. asbestos cement (AC) sheeting).

Where it is not practicable to provide some of the above, fall arrest systems and devices must be used. Employees will be trained in the correct use, storage, care and maintenance of fall arrest systems and devices.

All anchorages will be checked to ensure that they can support the load imposed if a person falls.

Electrical Safety

Extreme care must be taken when working with any electrical appliances, equipment, cords etc.

The following electrical rules apply when working for the Town of Claremont :

- Only qualified electrical workers are to carry out electrical work;
- If an electrical fault is noticed, promptly report it to the Supervisor or manager
- All portable electrical equipment is to be tested and tagged prior to use on site and at regular intervals as defined by Australian Standard AS/NZS 3760:2000;
- Electrical appliances, equipment and cords should be inspected prior to use and any damage or faults reported. Damaged equipment must have an **"OUT OF SERVICE"** tag attached described in the Isolation and Tag-out section above.
- Follow isolation/lock out/tag out procedures when working on plant or machinery;
- If drilling into a wall, ensure that you know the location of electrical cables;
- **When working near energised "overhead" power lines, ensure that you maintain a safe distance (at least 3 metres);**
- Ensure that tools are properly insulated. Tools with damage to insulation on handles should be replaced;
- When working on equipment connected to an electrical supply, ensure the electrical supply is disconnected by turning off the main switch, removing fuses or turn off circuit breakers and **attach a "DANGER" or "OUT OF SERVICE" tag;**
- Ensure that you use the correct fire extinguisher for electrical fires; and
- Cords wound onto a reel can overheat when used. Fully unwind the cord before using it.

Welding and Cutting

- All leads, earths, clamps, welding machines, hoses, gauges, torches and cylinders are inspected before use.
- Ensure that methods are in place to contain sparks and slag.
- Remove all combustible material from around the work area to prevent fire.
- Do not weld inside a closed vessel or tank that has not been properly evacuated or cleaned.
- If necessary use an exhaust system, blower or respirator.
- Always ensure that fire extinguishers are in close proximity or you are aware of the location of extinguishers.
- Check to see if a "Hot Work" permit is required.
- Ensure that hoses or welding leads are protected from damage.
- All work must have a separate and adequate earthing. Earth connections must be made from each welding machine.
- Do not leave welding rods in the holder.
- Always turn off machine when work is finished or when leaving work at the end of a shift.
- Always wear appropriate personal protective equipment (ie. helmet, gloves, footwear, glasses etc).
- Ensure that all leads are adequately insulated from the machine connection to the electrode holder.
- When working in close proximity to others, ensure that precautions are taken to prevent people being exposed to arcs, flashes or fumes eg. welding screens are positioned correctly.
- Ensure gas cylinders are secured at all times whether in storage, transit or use.
- When connecting regulators to cylinders, carefully open the valve slightly and immediately close. This is known as "cracking" and will blow out any foreign particles such as dust or dirt. After regulator is connected, stand to one side of gauge and open cylinder valve slowly.
- Open oxygen cylinder valves wide open.
- Do not exceed 15 psi on the torch side of the regulator when using acetylene.
- When lighting a torch, open the fuel gas valve on the torch before opening the oxygen valve. Use an approved lighter, not matches, cigarette lighters etc.
- Keep oil and grease away from oxygen regulators, hoses and fittings.
- Welding or cutting gas cylinders are not to be taken into enclosed or confined spaces.
- Never leave a torch in an enclosed or confined space because of the potential hazard or leakage.
- Never use oxygen as a substitute for compressed air or other gases.

3.16 Personal Protective Equipment

Personal protective equipment is required to be worn when working for the Town of Claremont. Instruction and training will be given on the correct use, care and storage of personal protective equipment and clothing provided.

When working for the Town of Claremont the following personal protective equipment is required in designated areas such as:



- High visibility vest
- Steel capped shoes/boots
- Safety glasses
- Hearing protection

3.17 Safety Signs

Safety signs advise people of the existence of hazards, provide directions and general information and/or indicate the types of personal protective equipment or clothing required. It is the responsibility of the employee or contractor to adhere to safety signage. Failure to do so may result in disciplinary action, including dismissal.

Signs and notices are not to be removed or interfered with unless authorisation is given. All damage to safety signs will be reported.

Safety signage may include:

- personal protective equipment required;
- areas restricted entry;
- fire fighting appliances and equipment; and
- emergency exits.



3.18 Housekeeping

There is an expectation that the employees will keep their area free from rubbish and waste material. It is essential that a high level of housekeeping is maintained to reduce fire risk levels and the occurrence of infestation as well as reduce workplace incidents such as slips and trips. Employees are also asked to keep the lunch room clean and tidy and wash any crockery and utensils used, and use the dishwashers provided.

3.19 Training

It is the employer's responsibility to ensure that all employees, and others employed at the workplace, are competent to complete their assigned tasks. To fulfil this requirement the Town of Claremont should have a training plan for each employee/employee group.

All training shall be recorded on a central Training Register; this may be electronic or manual. Copies of the training certificates shall also be placed on the individual personnel files.

3.20 Inductions

All new employees are required to complete an induction prior to the commencement of employment with the Town of Claremont. The induction will involve the persons Manager discussing this procedure

manual and new employees completing the Induction Checklist at the end of this manual. Visitors and short term contractors may also require an induction, dependent on the nature of their visit. Visitors in high-risk areas or who are visiting for an extended period of time shall be subject to a full induction.

3.21 Smoking in the Workplace

As an employer, the Town of Claremont has a duty to protect the health of all employees from the ill effects of cigarette smoke at work and therefore has a smoke-free environment policy. Accordingly, the following conditions form part of our smoke-free environment policy:

1. Mandatory smoke-free areas include inside all buildings, stairwells, toilets, fire escapes, entrance areas and all vehicles.
2. When smoking outside of the building, please ensure that entrances and exits to the building are not blocked and that cigarette butts are responsibly disposed of. Designated smoking areas have not been specifically set up, but smoking is to be away from doorways and air conditioning entry points or open windows. At the depot smoking is not permitted near the fuel or chemical sheds.
3. Non-compliance with the smoke-free environment policy will be viewed as a serious matter.

Whilst all efforts will be made to help individuals meet the requirements of this policy, the Town of Claremont will take appropriate action, including disciplinary action to ensure all staff comply with this policy.

3.22 Fitness for Work

An individual who is in a state (physical, mental and emotional) which enables the employee to perform assigned tasks competently and in a manner which does not compromise or threaten the safety or health of themselves or others is considered fit for work. An individual may be unfit for work for a variety of reasons including the adverse effects of fatigue, stress, alcohol or other drugs and a range of physical and mental health issues.

- The Town of Claremont's policy with regard to Fitness for Work is that all employees must present themselves for work free from the influence of illegal drugs and alcohol. The Town of Claremont has adopted a zero tolerance with regard to alcohol in the workplace. The appropriate disciplinary action will be taken for any breach of the Fitness for Work policy.

Employees are not allowed to bring or consume alcohol or illegal drugs in the workplace. The workplace includes any company vehicles and any premises where employees are representing the Town of Claremont. It is well recognised that drugs and/or alcohol can make any job dangerous.

It can cause:

- impaired eyesight
- slower reaction time
- lessened concentration
- poor judgement
- poor co-ordination.

Illegal drugs are defined as:

- Any drug or derivative thereof whose use, possession, sale, transfer, attempted sale or transfer, manufacture or storage is illegal or regulated under any federal, state or local law or regulation;
- Any drug including, but not limited to, a prescription drug used for any reason other than that prescribed by a medical practitioner; and
- Inhalants used illegally

In the event of a serious accident or incident involving personal injury or damage to property, an investigation by external authorities such as WorkSafe may require employees to undergo a test to determine whether alcohol or illegal drugs were a contributing factor.

Any employee who is under medical instructions to take prescription drugs that might adversely affect safety at work is advised to inform the supervisor prior to commencing work.

Where there is reasonable suspicion that an employee is under the influence of alcohol or illegal drugs Manager may ask that employee to leave the premises and prevent them from working. To ensure their safety, the employee is not to leave the site in control of a vehicle. This may result in another employee driving the affected employee home.

Where alcohol has been provided by the employer for an arranged function the onus is on the employee to drink at a safe level to avoid danger to themselves or others, including driving over the legal alcohol limit. Employees under the age of 18 will not be permitted to consume alcohol at work related functions.

3.23 Emergency Procedure

In the event of a fire or an emergency you will be instructed to evacuate. Location of exits, fire extinguishers and assembly area are located on the site map located at prominent positions throughout the workplace.

Obey any direction given to you by management. You should cease whatever you are doing, stop machinery if safe to do so and leave the building by the nearest and safest exit route.

Assemble at the designated assembly area, which is located at:

No 1 Claremont – grassed park area to East of building

Operations Centre - grassed area on Shenton Rd or Football oval.

Museum - park at side of museum.

CCH/Library - garden area at eastern side of town hall.

Swimming Pool - points directly north of front entrance adjacent to Davies Rd, grassed area south side 50m pool.

Golf Course- grassed area near car park

Please remain at the emergency assembly area until given direction to leave the area by the fire brigade, fire wardens or your Manager.

3.24 Visitors

The safety of visitors within Town of Claremont premises must be ensured as a requirement of the Occupational Safety and Health Act 1984.

Permission to be on Town of Claremont premises beyond the reception area must be given by an authorised officer.

Visitors must be made aware of the nature of hazards within the workplace. All staff have a responsibility to ensure that all visitors are aware of safety precautions and are wearing equipment that is required for the area they are in.

All staff that are responsible for a visitor must provide basic instructions regarding emergency procedures and are responsible for their visitor during an evacuation. Staff members are to accompany all short stay visitors at all times.

It is essential to ensure that the work environment allows safe access/egress of visitors at all times. This can be achieved by ensuring that all walkways remain clear of obstacles.

Visitors are restricted from entering the depot unaccompanied. Visitors to the depot or road worksites shall wear a high visibility vest or high visibility clothing when on site, except in the depot lunch room/office.

4.0 Induction Checklist

Employee Name: _____

Start Date: _____

Indicate with a ☒ that the following issues relating to employment at _____ have been addressed with the employee. Write N/A where items are not applicable:

Orientation



Shown employee facilities

☐

Conducted tour of premises

☐

Introduced to staff

☐

Phone extension organised -if applicable

☐

Workstation assigned -if applicable

☐

Building Access Card – if applicable

☐

Email Address Organised – if applicable

☐

Duties and expectations explained

☐

Provided with copy of Internet & Email Policy & Dress Code

☐

Given employee info and pay forms

☐

Occupational Health & Safety

Employee Obligations (legislation)

☐

Hazard Identification and Reporting

☐

Workplace Inspections

☐

Job Safety Analysis

☐

Accident Reporting

☐

Issue Resolution

☐

First Aid

☐

Manual Handling

☐

Hazardous Substance Management/MSDS

☐

Isolation and Tagout

☐

Personal Protective Equipment

☐

Safety Signs

☐

Housekeeping

☐

Smoking Policy

☐

Fitness for Work (Drugs and Alcohol)

☐

Emergency Procedures

☐

Other safety procedures (list)

☐

Taken through induction by: _____ (Name)

I certify that a complete induction as per the above checklist has been carried out and induction questionnaire completed.

Employee Signature: _____

Induction Date: _____

Please return this completed checklist to the HR Advisor for filing.

SAFETY INDUCTION QUESTIONNAIRE FORM	
-------------------------------------	--

Name:

Position:

Department:

Date:

Inductor Name:

Inductor Signature:

1. Explain your "duty of care" requirements?

2. What do you do if you have an issue with safety?

3. What signal informs you to evacuate the building?

4. Where is your evacuation "muster point"?

5. What is a Material Safety Data Sheet (MSDS)?

6. How do you know when to use personal protective equipment (PPE)?

7. What is the function of the Health and Safety Representative?

8. How do you report hazards in the workplace?

9. What benefits arise out of conducting risk assessments?

10. Why is it important to report all accidents and incidents?

11. When can you refuse to work?

Hazard/Incident Report and Investigation Form

This form is to be completed for any Hazard or Incident that may have occurred at a Council workplace within **24 hours**.

The person in charge should consider the actual or potential risk of the Hazard / Incident and where any imminent danger exists undertake a risk assessment and refer to Resolution of WHS Issues Procedure or Regulation.

The Front-Line Supervisor is responsible to make sure:

- the report is completed in full
- an investigation is completed with preventive actions identified
- all recommended actions are completed
- the Person reporting a hazard is to be provided feedback related to actions taken

Hazard / Incident Details

Type:	
Risk Assessment:	
Name:	
Title:	
Division:	
List other involved parties:	
Date:	
Time:	
Site / Location:	
Supervisor name:	
Date Hazard / Incident reported:	
Factual description of the Hazard / Incident: <i>Describe the hazard / incident in reasonable detail, include pictures, statements, and any related additional information.</i>	
Risk Assessment: Refer Risk Matrix	

Name and contact details of any witnesses if applicable	
Describe any injury or harm to health outcomes that may have occurred and list what medical intervention may have occurred.	

Investigation Findings

Environment / Plant / Equipment / Systems / Procedures / Training / Supervision / People

Root cause/s:	
Other contributing factors:	

Preventive Actions

Hierarchy of Controls/Elimination/Substitution/Isolation/Engineering/Administration

Action	Who	By when

Hazard / Incident Report Process

- Worker Reports Hazard / Incident.
- Supervisor leads investigation and acts to ensure the workplace is safe.
- Form sent to Manager for checking signoff and saving to TRIM.

- Form sent to HR for consolidation on Hazard / Incident register.
- HR affirms TRIM record, consolidates report to WHS Committee meeting for discussion.
- Hazard or Incidents may also be discussed at staff meetings or similar forums.

Review and Acceptance

Supervisor name:	
Supervisor signature:	
Date:	

Risk Matrix						
Consequence Likelihood		Insignificant	Minor	Moderate	Major	Catastrophic
		1	2	3	4	5
Almost Certain	5	Moderate (5)	High (10)	High (15)	Extreme (20)	Extreme (25)
Likely	4	Low (4)	Moderate (8)	High (12)	High (16)	Extreme (20)
Possible	3	Low (3)	Moderate (6)	Moderate (9)	High (12)	High (15)
Unlikely	2	Low (2)	Low (4)	Moderate (6)	Moderate (8)	High (10)
Rare	1	Low (1)	Low (2)	Low (3)	Low (4)	Moderate (5)

Internal Use Only:

Date Received to HR:

File Number:

Town of Claremont WHS QUESTIONNAIRE



	Question	Current Year	Current Year Minus 1 Year	Current Year Minus 2 Years
BACKGROUND METRICS	What is the total number of employee hours worked per annum?			
	Total number of *Personnel (as defined in the Contract) at your company?			
	Number of work-related fatalities?			
	Number of injuries resulting in a medical treatment injury or an injury that caused Personnel to miss more than one day away from work?			
	Number of Worksafe Notifiable injuries in the past 5 years?			

	Question	Response	Details Details / References to attachments / example documents / WHS Performance References, recent audits or accreditations (as required)
1.	<p>Has your business been WHS compliant for the last 36 months?</p> <p>If no, please summarise if your organisation and Personnel have received any regulatory citations (Pins, like a Prohibition Notice or Improvement Notice) and have been involved in any regulatory investigations or court litigation related to WHS or Environmental damage , spills or unauthorised discharges in the last 36 months?</p>		
2.	<p>Does your organization have a director / officer responsible for WHS?</p> <p>If so please list their details and role in relation to this contract.</p>		
3.	<p>Do you have a WHS plan?</p> <p>Please supply a copy with associated documentation.</p>		
If you have attached an approved WHS Plan, please proceed to question 14			
4.	<p>Have you identified key WHS risks that may exist in your business and what are they (please list and summarize) as relevant to the work that you wish to tender to perform for the Town of Claremont?</p>		
5.	<p>Do you have a process with which to assess risks and put in place appropriate controls that follow the Worksafe WA Hierarchy of Controls?</p> <p>Please list and summarize those processes</p>		

	Question	Response	Details Details / References to attachments / example documents / WHS Performance References, recent audits or accreditations (as required)
6.	Do you have a Fitness for Work monitoring policy and program? e.g., Drug and alcohol screening		
7.	Do you evaluate the ability of subcontractors to comply with applicable WHS requirements as part of your selection process? If yes, please list and summarize		
8.	Do you have a documented process to identify work-related physical, environmental, or procedural hazards? (i.e. hazard inspection checklists, hazard reporting process or consultation method for Personnel to report hazards?)		
9.	Do you have a process to ensure that hazards are addressed in a timely manner? Please list and summarize your processes?		
10.	Do you have in place Safe Work Method Statements (SMWS) specific for your work / expertise?		
11.	Do you have a behaviour-based safety process in place? (e.g. Safe / unsafe observations checklists, Safe Start checks or similar)		

	Question	Response	Details Details / References to attachments / example documents / WHS Performance References, recent audits or accreditations (as required)
12.	Do you have a written process to report, investigate, record, and close out incidents, hazards and near misses? If yes, please summarize		
13.	Do you have an emergency response plan and procedure so that, should any emergency event occur on site that you are reasonably able to respond with a timely response (i.e. lists of nearest hospitals / medical providers, dealing with a serious incident like a collapse or plant roll-over.?		
14.	Do all your Personnel where required by regulatory or industry standards have the required qualifications? (Refer to above training related question. This may include Basic Worksite Traffic Management, EWP, Working at Heights, Load shifting tickets, earth moving equipment tickets, Worksafe Construction Safety (White card) etc.		
15.	<p>If you work on a Road Reserve for the Town, you are required to ensure that Personnel are trained and hold a proper Basic Worksite Traffic Management ticket, Traffic Controller ticket etc.. In all instances a Traffic Guidance Scheme or plan is required to be available.</p> <p>Have you ever had to complete a Traffic Management Plan prior, have you ever engaged Traffic Management providers in the past?</p> <p>Are your Personnel trained? Do you have a traffic management plan?</p>		
16.	<p>Do you have trade / qualification training register that tracks licence/ ticket expiry dates?</p> <p><i>Please provide a copy</i></p>		

	Question	Response	Details Details / References to attachments / example documents / WHS Performance References, recent audits or accreditations (as required)
17.	Do you maintain operating equipment to demonstrate that the plant is maintained as fit for purpose (i.e. maintenance and servicing records) in compliance with regulatory requirements and /or plant manufacturer specification including certification, calibration, maintenance system, etc.?		
18.	Do you issue Personal Protective Equipment (PPE) to Personnel? How do you ensure that all Personnel have the appropriate PPE and that it is fit for purpose before commencing work on site?		
19.	Do you control unauthorized access to site and how will you ensure that the worksite is not accessed by unauthorized personnel?		
20.	How do you manage potential risks to the public arising from your work?		
21.	How do you ensure that the site is maintained with good house-keeping standards?		
22.	Do you have a Covid – 19 Management Plan and if yes please summarize how you would manage a Covid- 19 outbreak or high caseload on your site.		
23.	Do you consult with your Personnel on WHS matters? If yes please list how i.e. toolbox meeting, WHS committee meetings staff meetings		

Declaration

I declare that this report is true and accurate and that I am *authorised to provide this information on behalf of

_____.

I understand that the Town of Claremont is relying on the information provided in this questionnaire and a failure to disclose information or provide false information may result in legal action being taken against me personally and/or

_____.



Signed: _____

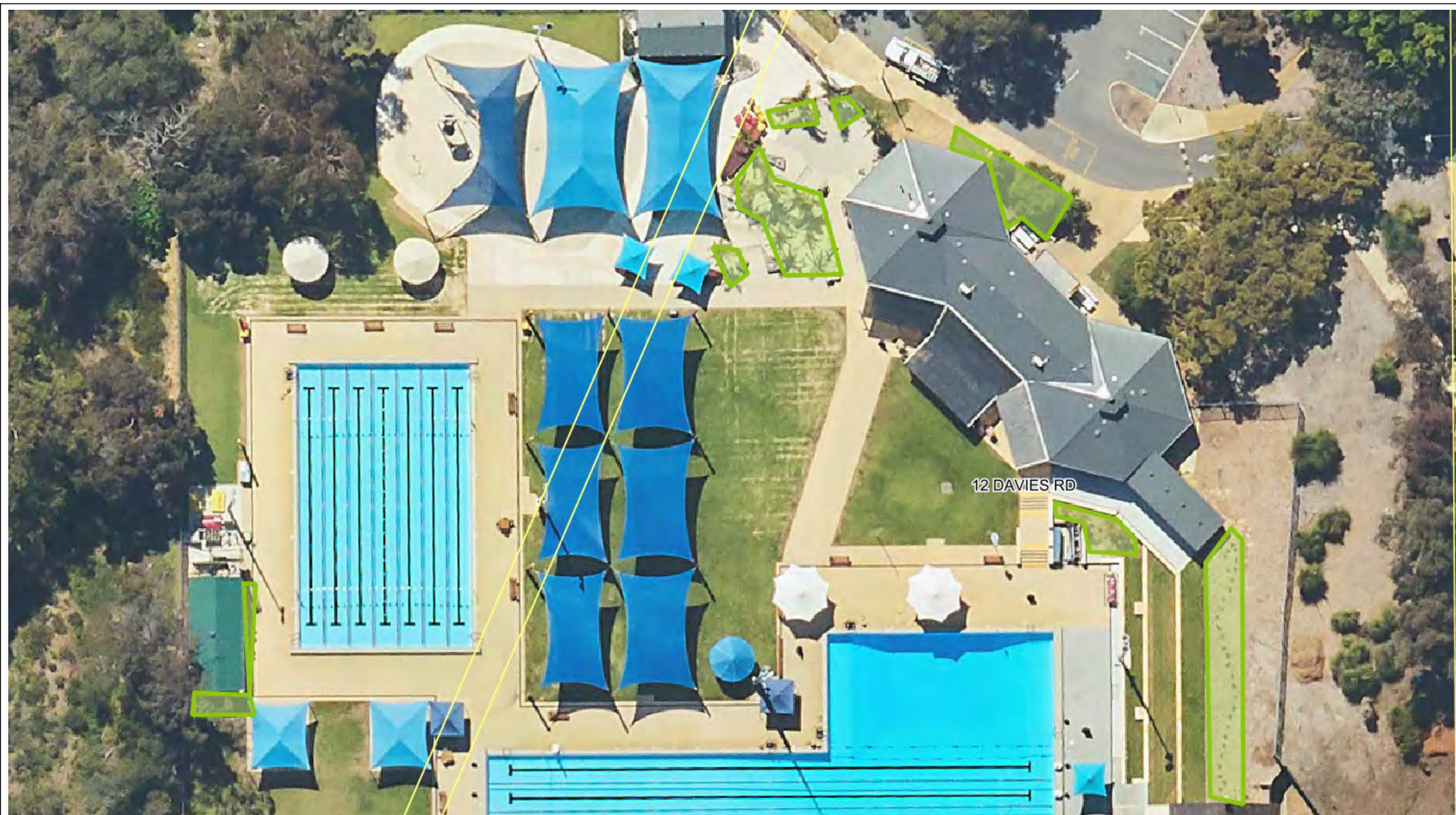
Name: _____

Position /Authority: _____

Date: _____



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			<p>1:772</p>	



12 DAVIES RD



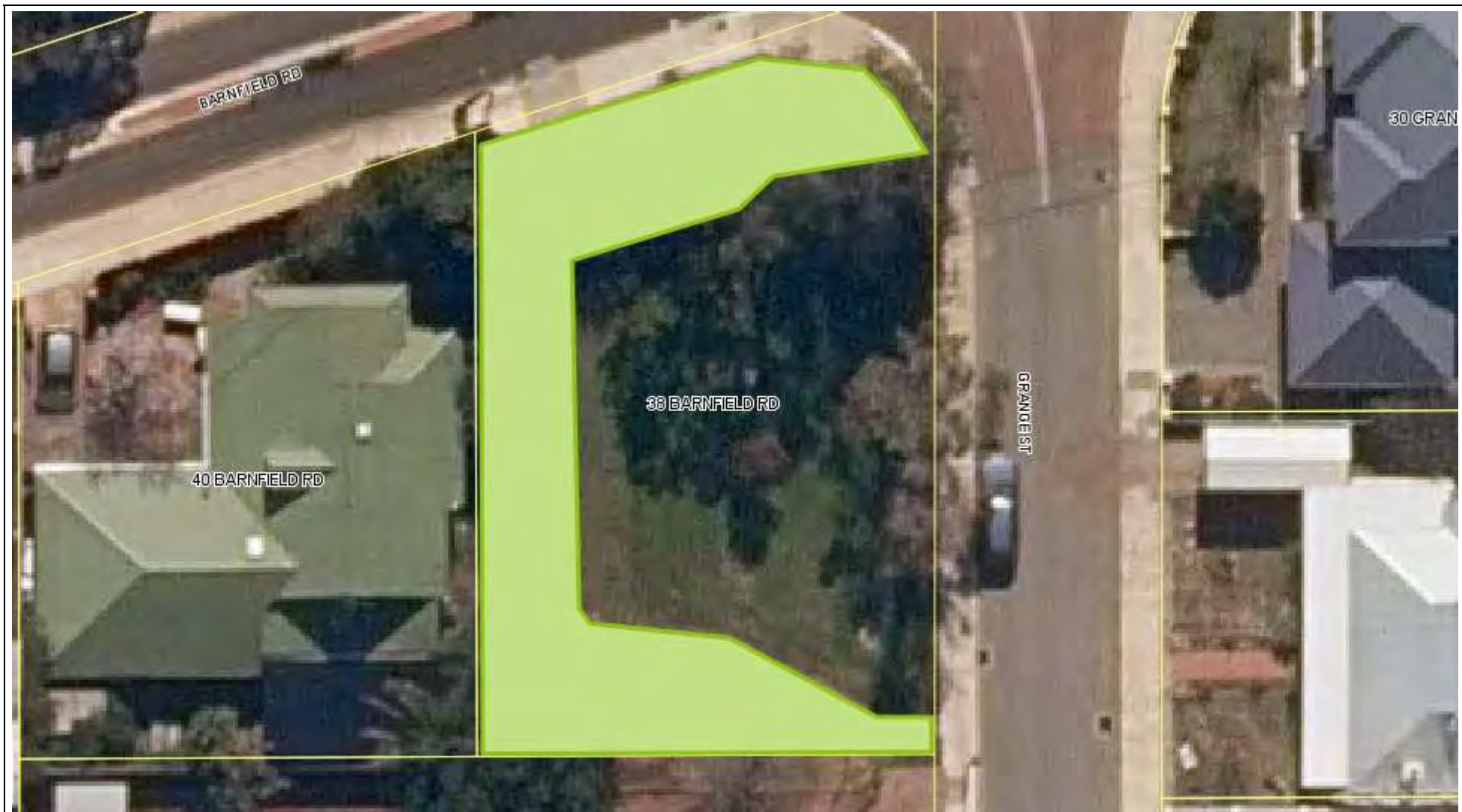
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Aquatic Centre Garden Beds

11/10/2022



1:500





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			<p>1:250</p>	



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			<p>1:600</p>	



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Elliott Road Bushland

11/10/2022

1:1778





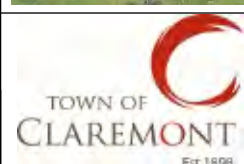
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First Ave Park

3/07/2015

1:400





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Golf Course Native Garden

11/10/2022

1:1444





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Garden Street Sump

11/10/2022

1:376





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			1:521	



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Jean and John Mulder Park

11/10/2022

1:795





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Lake Dog Exercise Area North East

11/10/2022



1:1500







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			<p>1:1481</p>	



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			<p>1:420</p>	



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			<p>1:752</p>	



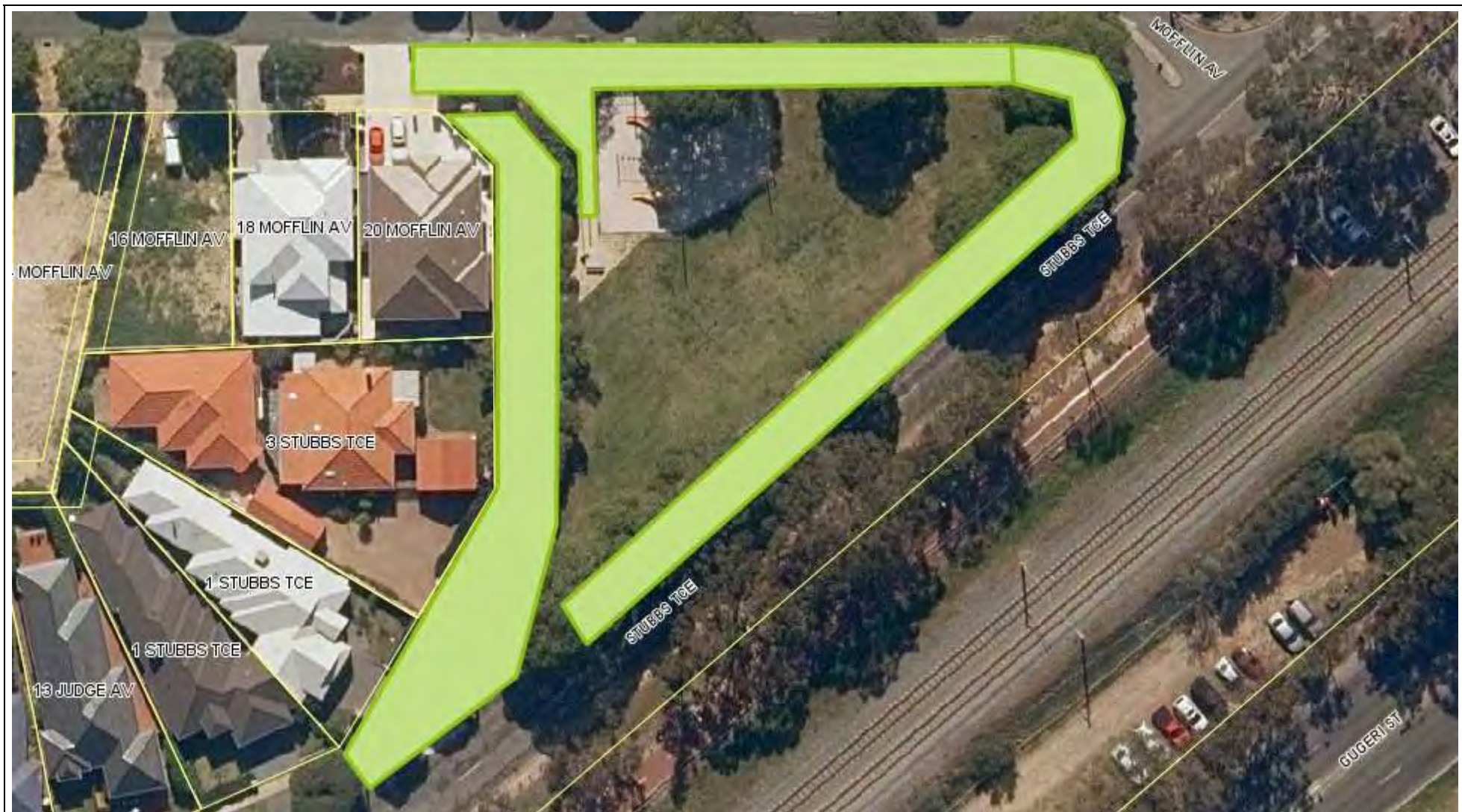
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Mackenzie Bush

11/10/2022

1:1242





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			<p>1:600</p>	



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Motteram Ave Reserve

6/01/2016

1:500





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			<p>1:800</p>	



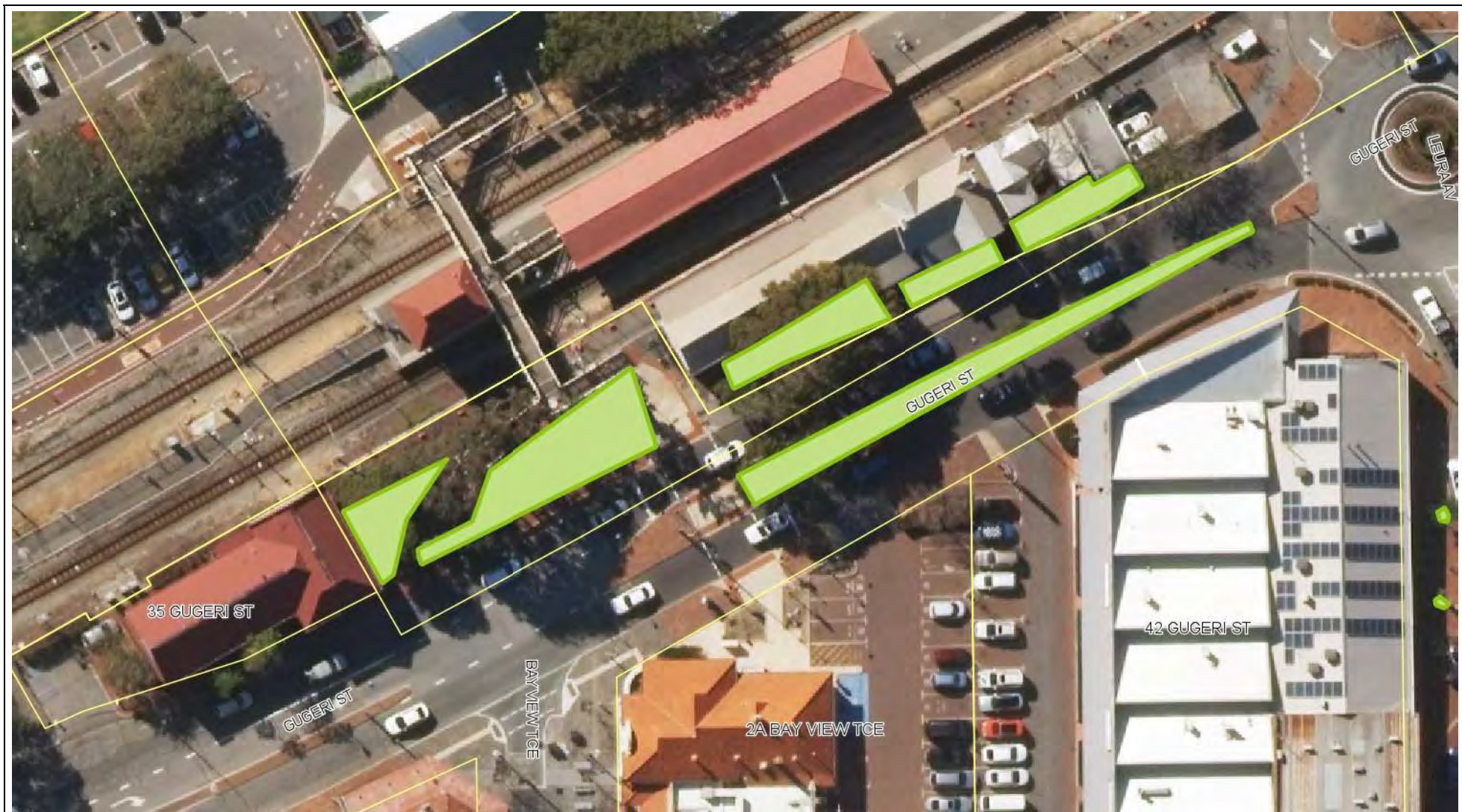
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Rowe Park

11/06/2018



1:1500







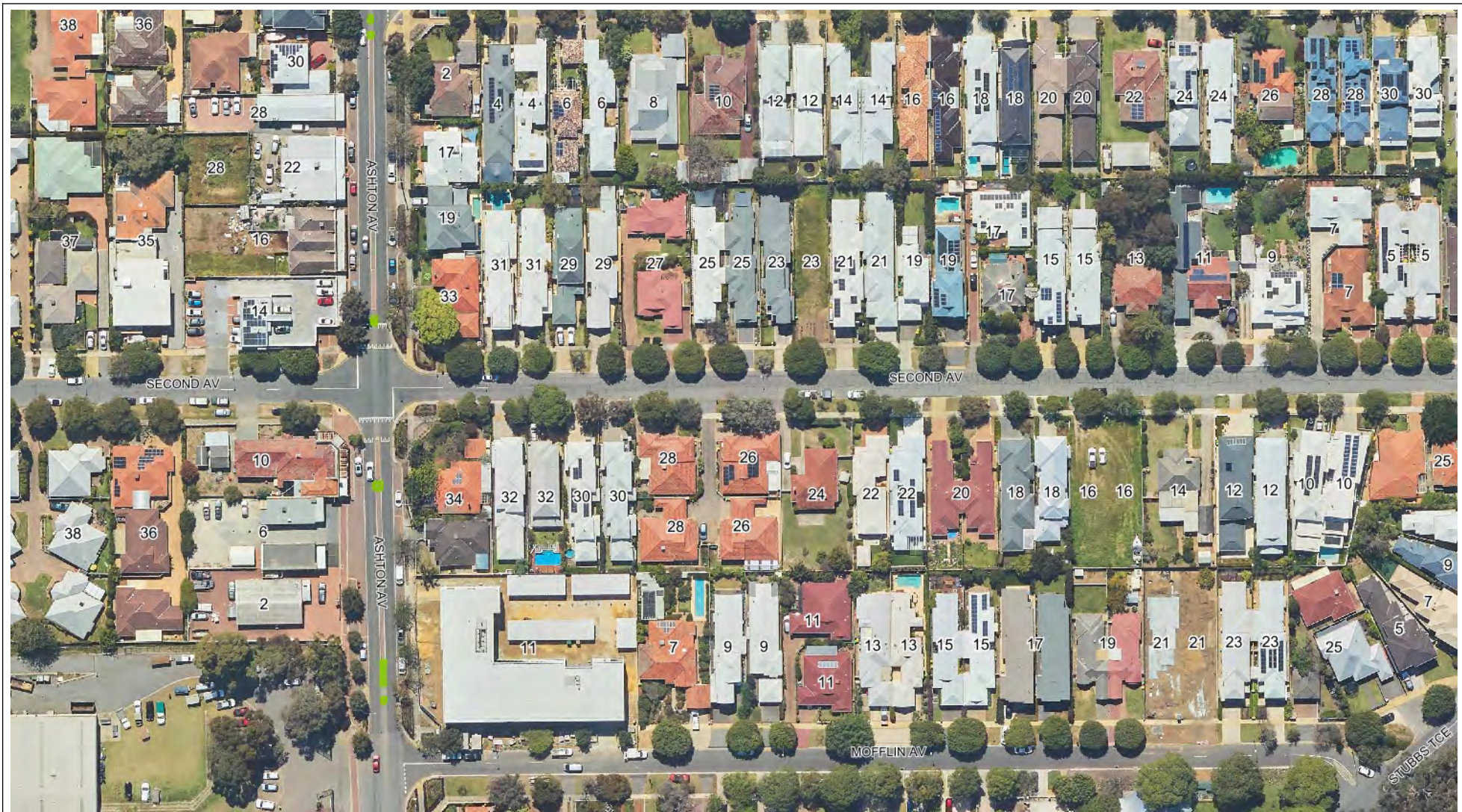
	<p>The Town of Claremont does not warrant the accuracy of information in this publication and any person using or relying upon such information does so on the basis that DMS shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in this information.</p>	<p>SMH and Guger Street Median</p>	<p>11/06/2018</p>	
			<p>1:600</p>	





	<p>The Town of Claremont does not warrant the accuracy of information in this publication and any person using or relying upon such information does so on the basis that DMS shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in this information.</p>	<p>Typika</p>	<p>11/06/2018</p>	
			<p>1:600</p>	





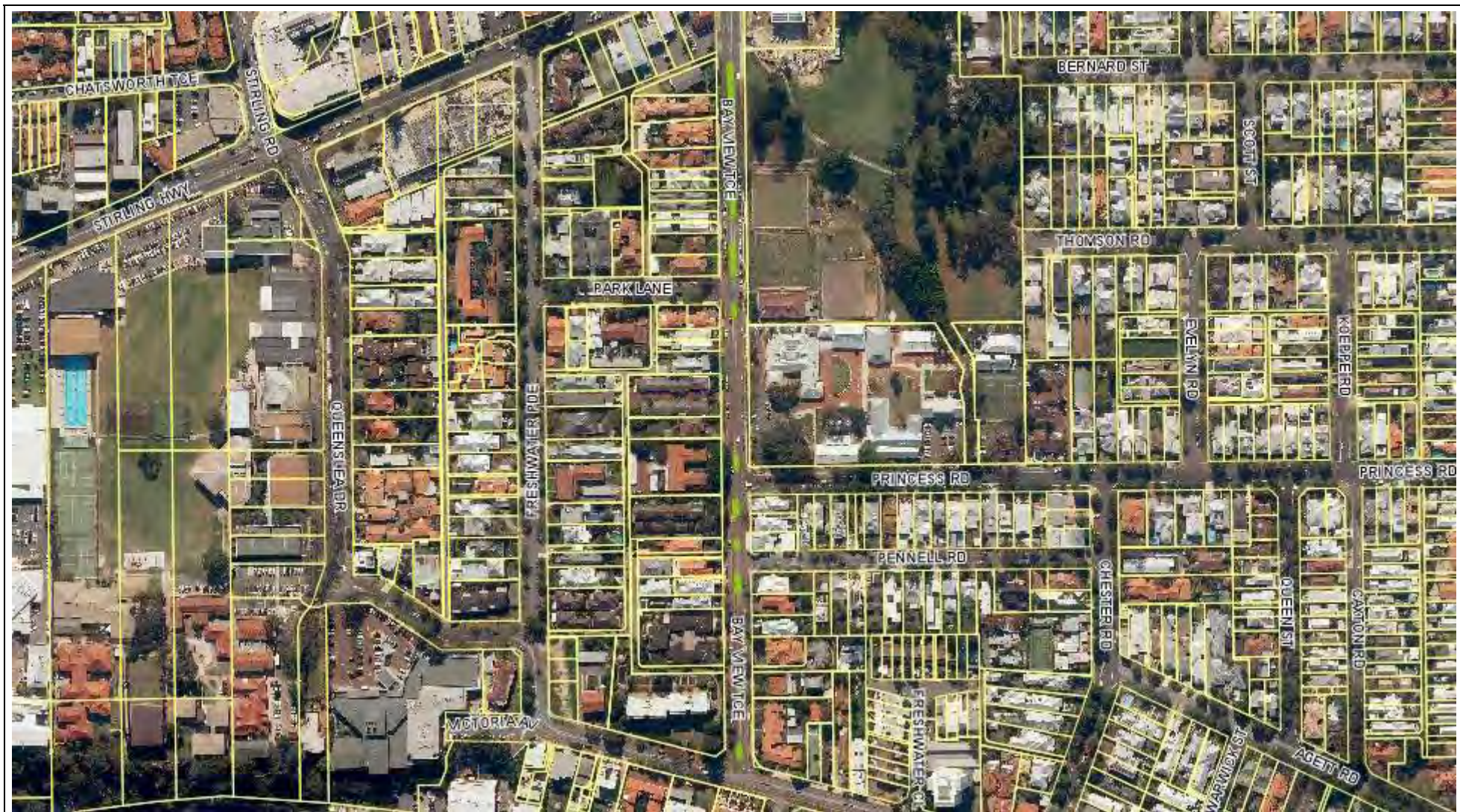
 <p>TOWN OF CLAREMONT EST 1868</p>	<p>The Town of Claremont does not warrant the accuracy of information in this publication and any person using or relying upon such information does so on the basis that DMS shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in this information.</p>	<p>Wood Street Sump</p>	<p>9/07/2015</p>	
			<p>1:486</p>	



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			<p>1:1500</p>	



 <p>TOWN OF CLAREMONT EST 1908</p>	<p>The Town of Claremont does not warrant the accuracy of information in this publication and any person using or relying upon such information does so on the basis that DMS shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in this information.</p>	<p>Bay and Princess Roundabout</p>	<p>2/07/2015</p>	
			<p>1:258</p>	



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Bay View Terrace (Lower)

3/07/2015

1:4000





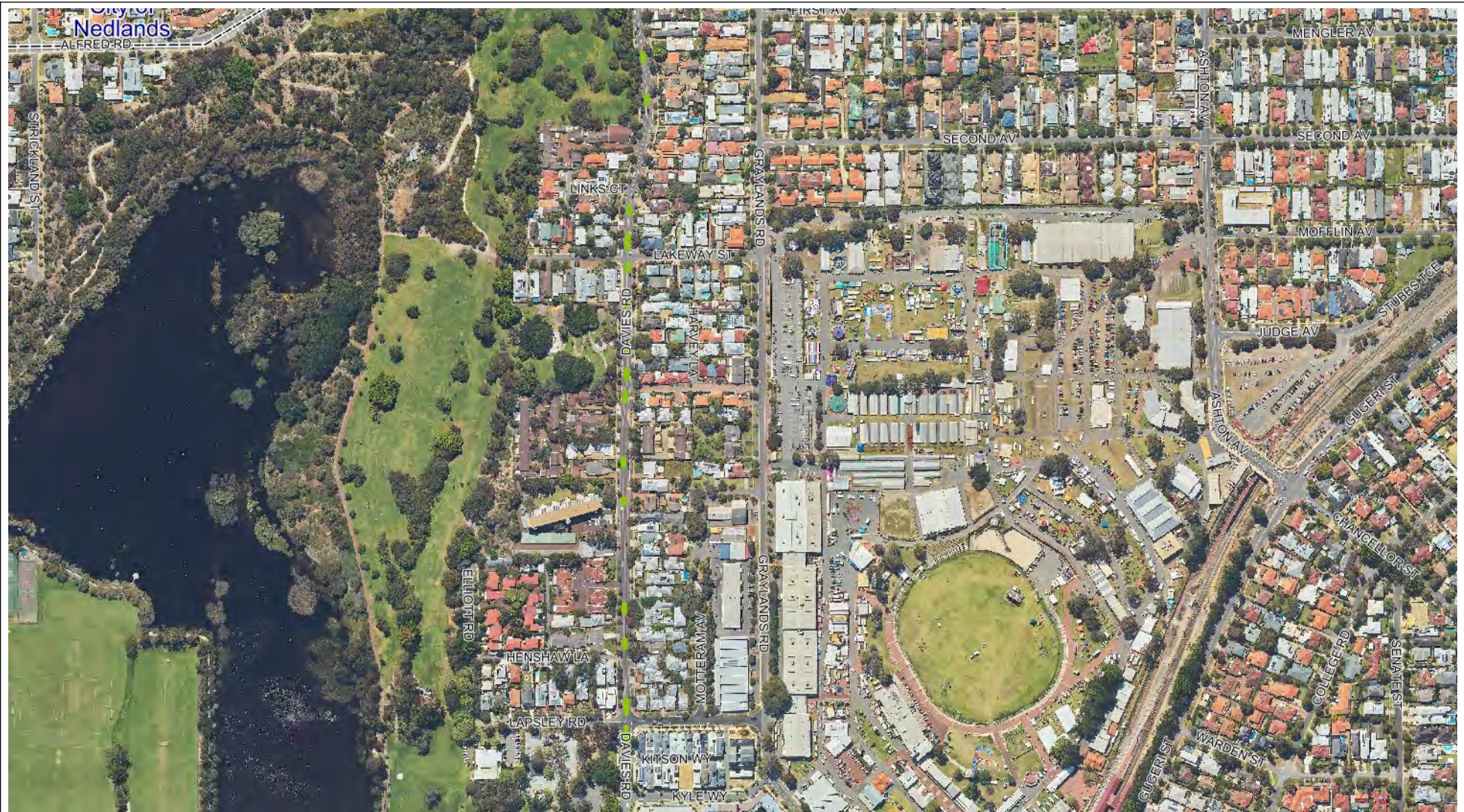
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Bindaring Parade Roundabout

2/07/2015

1:165





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Davies Road Median Islands

11/10/2022

1:5842





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Freshwater Close

10/10/2022



1:308







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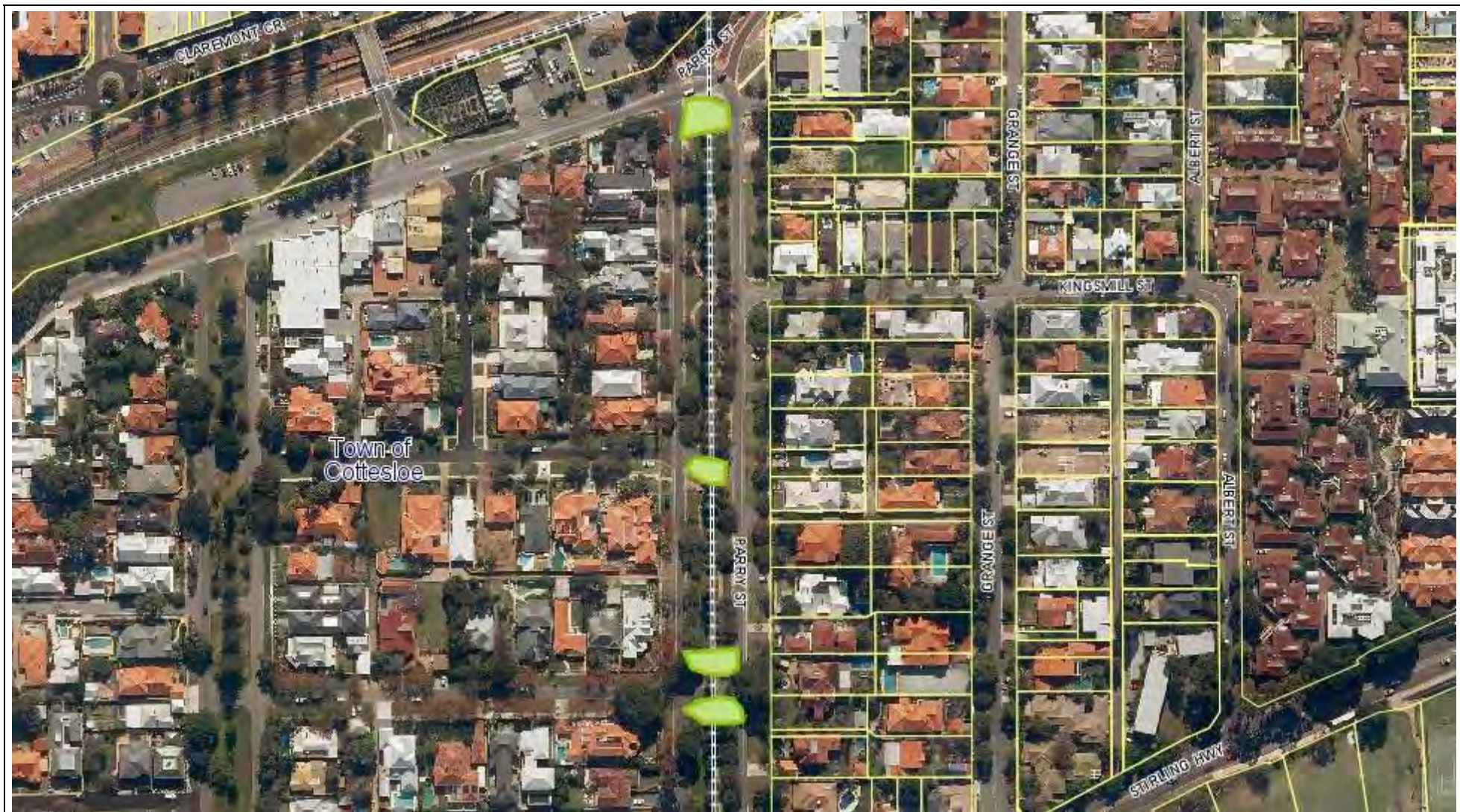
	<p>The Town of Claremont does not warrant the accuracy of information in this publication and any person using or relying upon such information does so on the basis that DMS shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in this information.</p>	<p>Goldsworthy Princess Roundabout</p>	<p>9/07/2015</p>	
			<p>1:718</p>	



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			<p>1:1250</p>	



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			<p>1:300</p>	



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Parry Street Median

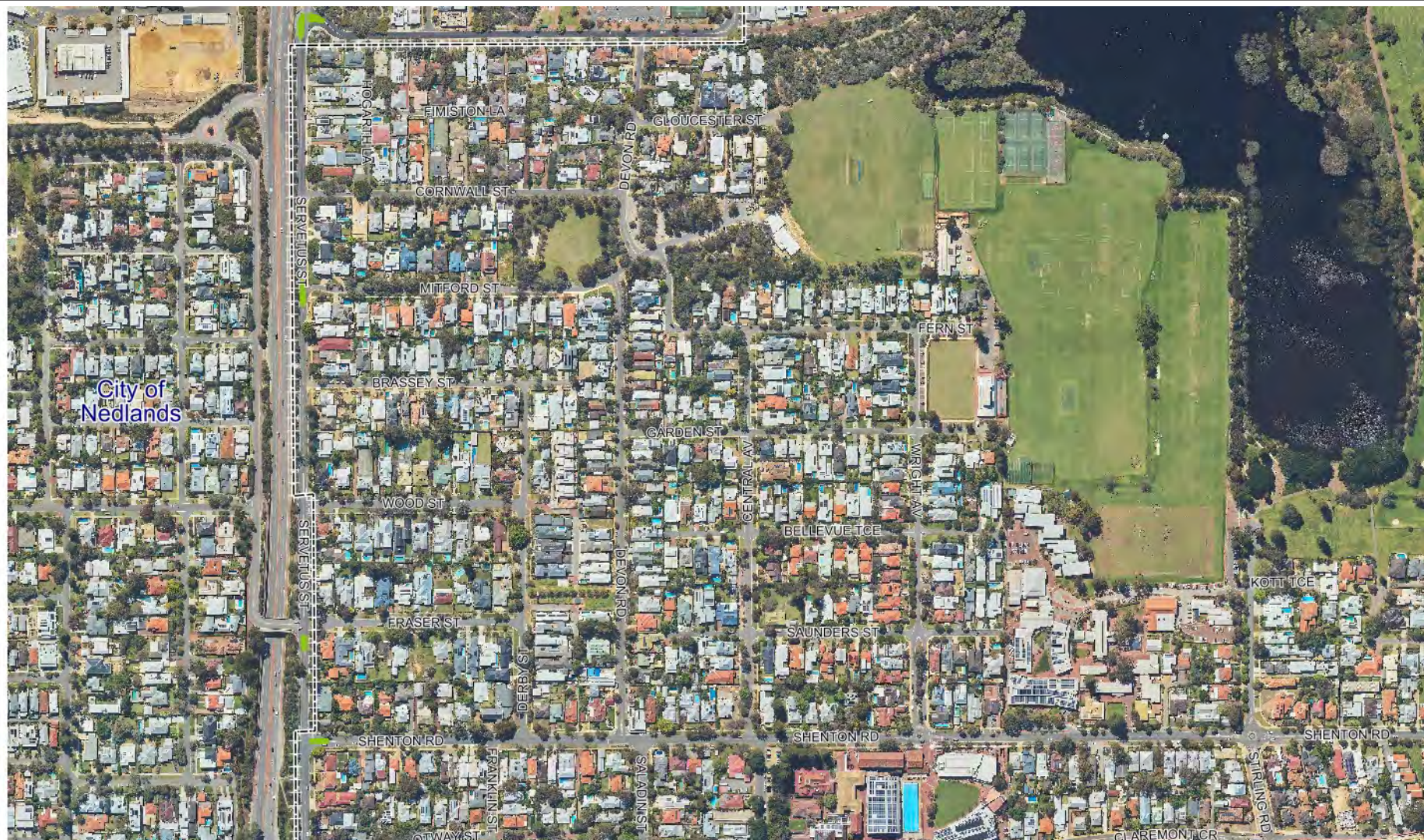
19/06/2015

1:2500





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			<p>1:250</p>	



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Servetus Street Median Islands

11/10/2022

1:6000





Shenton Road Subway median island

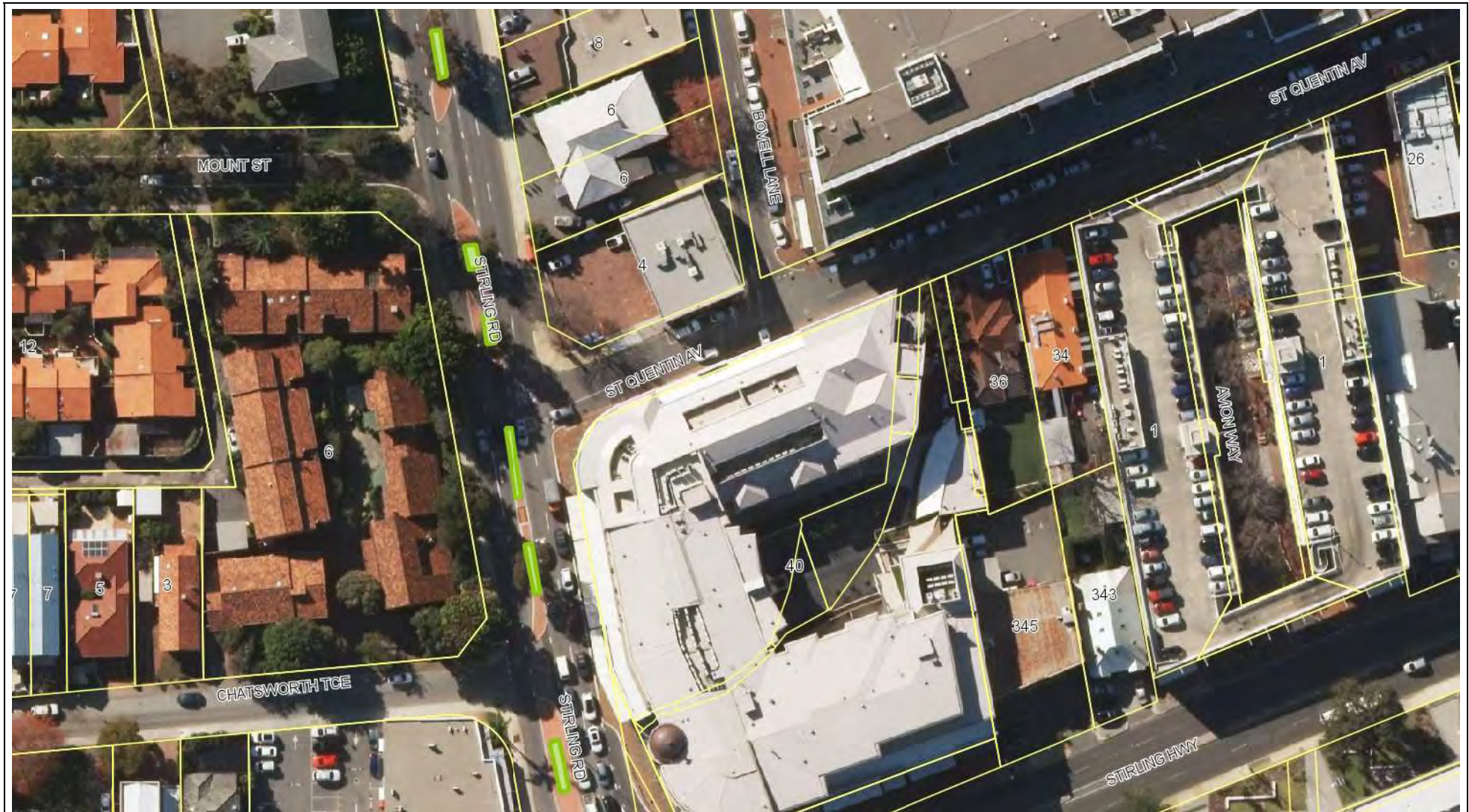






 <p>TOWN OF CLAREMONT <small>EST 1898</small></p>	<p>The Town of Claremont does not warrant the accuracy of information in this publication and any person using or relying upon such information does so on the basis that DMS shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in this information.</p>	<p>Stirling Highway Entry Median</p>	<p>7/07/2015</p>	
			<p>1:307</p>	



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			<p>1:200</p>	



	<p>The Town of Claremont does not warrant the accuracy of information in this publication and any person using or relying upon such information does so on the basis that DMS shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in this information.</p>	<p>Stirling Road medians</p>	<p>11/06/2018</p>	
			<p>1:1000</p>	



Town of
Cottesloe



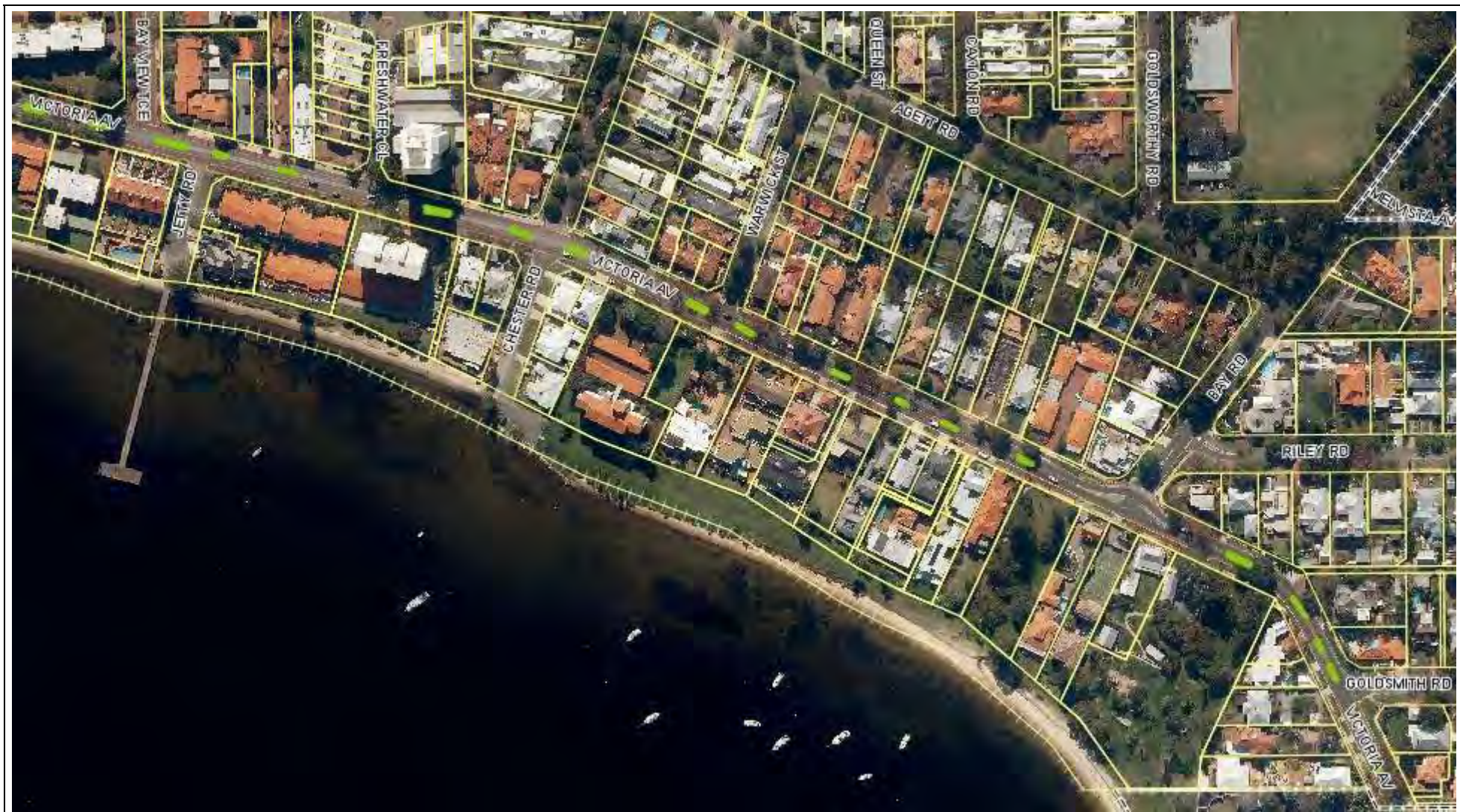
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Swanbourne Carpark Shops

2/07/2015


1:515

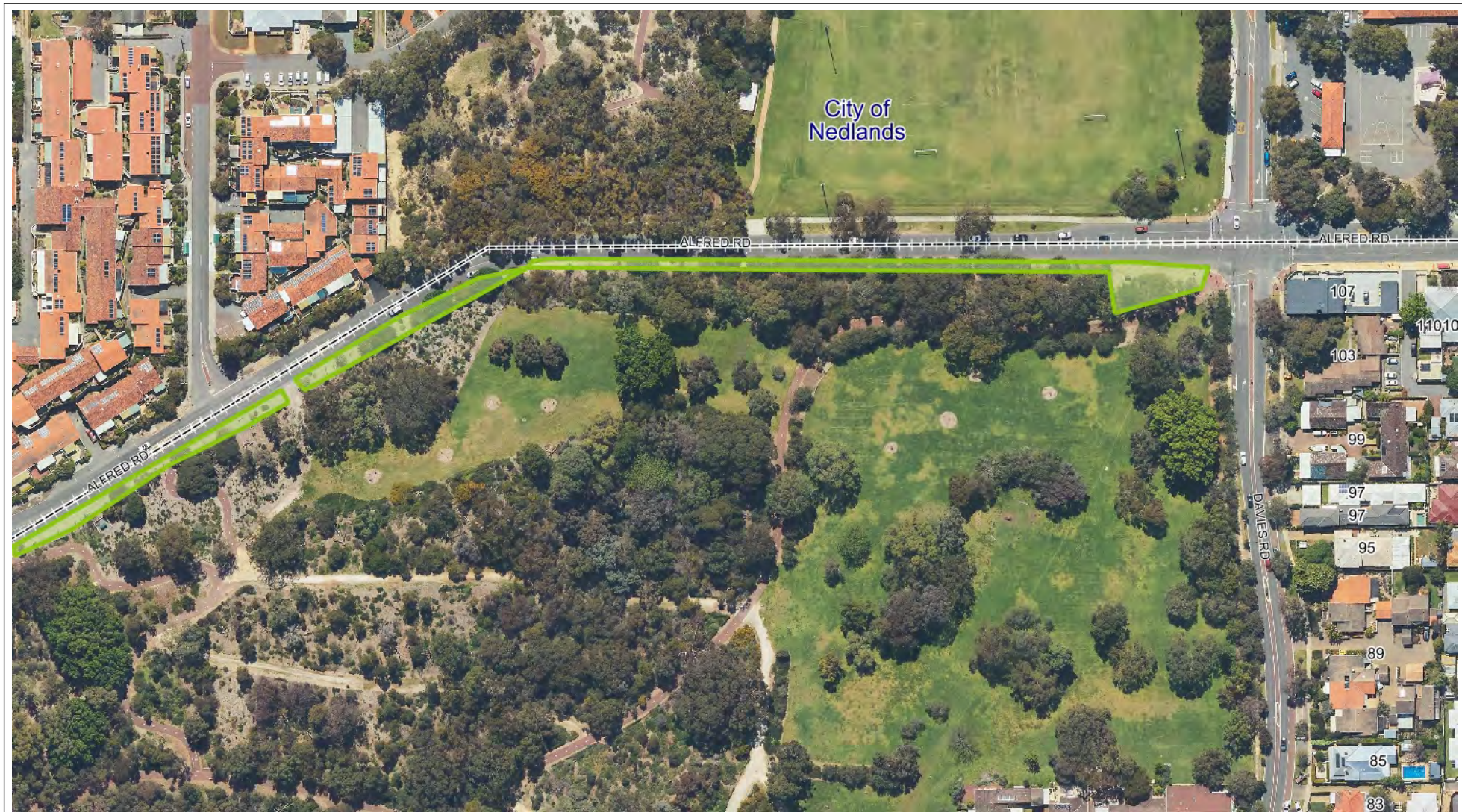






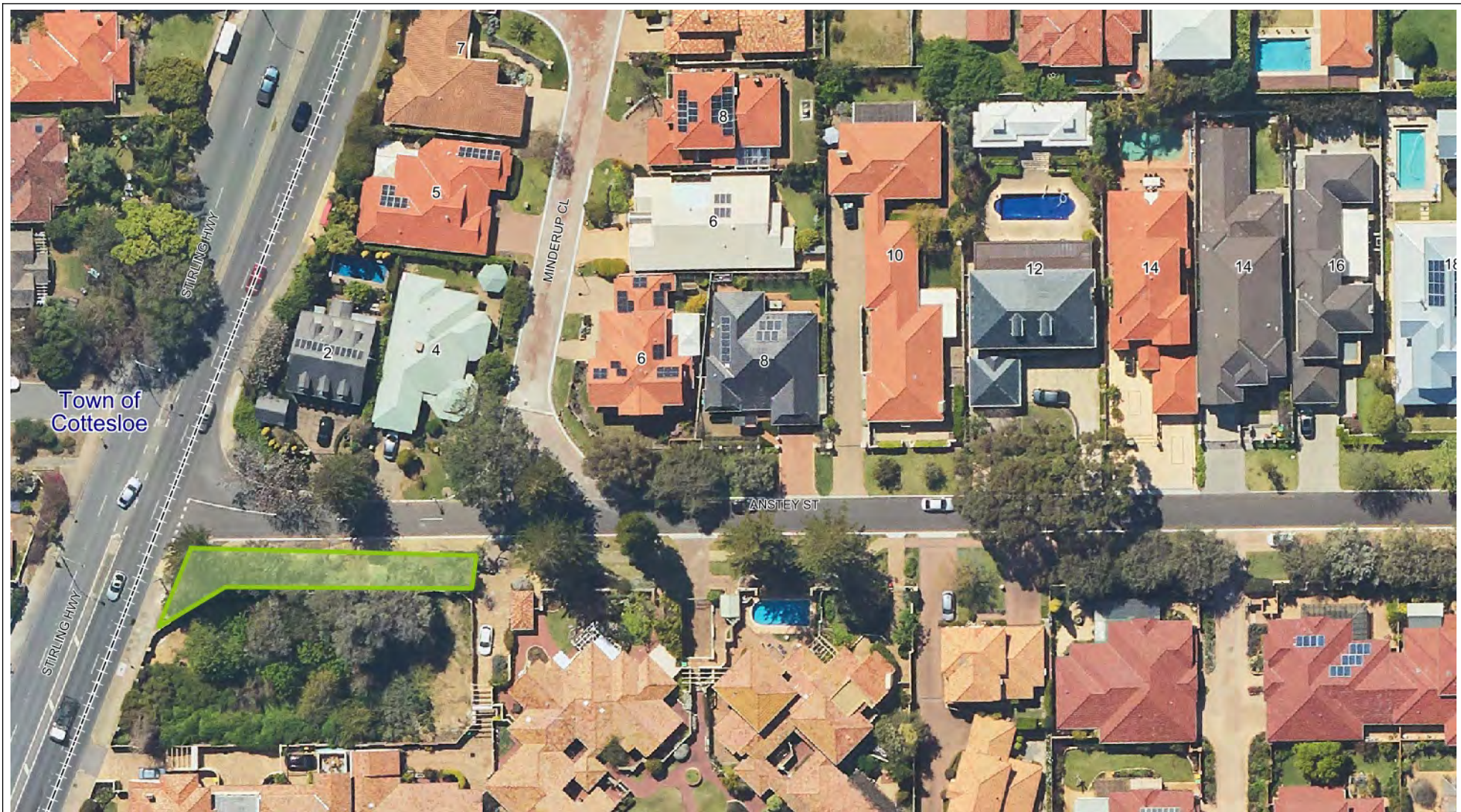
 <p>TOWN OF CLAREMONT EST 1908</p>	<p>The Town of Claremont does not warrant the accuracy of information in this publication and any person using or relying upon such information does so on the basis that DMS shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in this information.</p>	<p>Victoria Avenue Median Islands</p>	<p>22/07/2015</p> <p>1:3000</p>	
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 <p>TOWN OF CLAREMONT EST 1988</p>	<p>The Town of Claremont does not warrant the accuracy of information in this publication and any person using or relying upon such information does so on the basis that DMS shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in this information.</p>	<p>Wright Ave Roundabout and Median</p>	<p>2/07/2015</p>	
			<p>1:743</p>	



 <p>TOWN OF CLAREMONT Est. 1898</p>	<p>The Town of Claremont does not warrant the accuracy of information in this publication and any person using or relying upon such information does so on the basis that DMS shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in this information.</p>	<p>Alfred Road South</p>	<p>11/10/2022</p>	
			<p>1:2000</p>	



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Anstey Street South West

11/10/2022



1:815

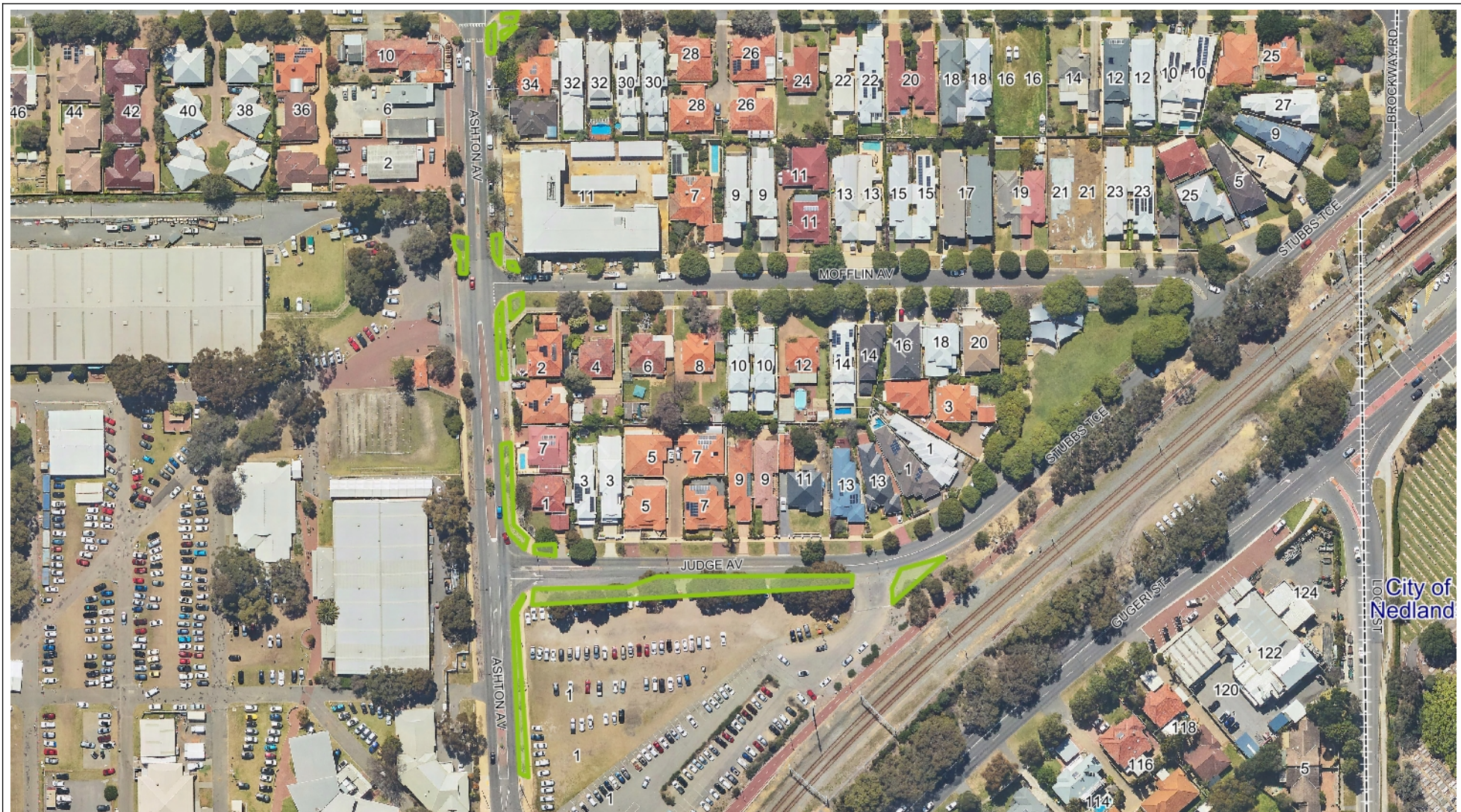






	<p>The Town of Claremont does not warrant the accuracy of information in this publication and any person using or relying upon such information does so on the basis that DMS shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in this information.</p>	<p>Avion Way</p>	<p>6/01/2016</p>	
			<p>1:1000</p>	





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			<p>1:2000</p>	





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			<p>1:2000</p>	





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			<p>1:400</p>	



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			<p>1:411</p>	





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			<p>1:300</p>	



 <p>TOWN OF CLAREMONT Est. 1898</p>	<p>The Town of Claremont does not warrant the accuracy of information in this publication and any person using or relying upon such information does so on the basis that DMS shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in this information.</p>	<p>Bay Road West</p>	<p>11/10/2022</p>	
			<p>1:2067</p>	



 <p>TOWN OF CLAREMONT Est 1898</p>	<p>The Town of Claremont does not warrant the accuracy of information in this publication and any person using or relying upon such information does so on the basis that DMS shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in this information.</p>	<p>Bay View Terrace (CBD)</p>	<p>11/06/2018</p>	
			<p>1:1500</p>	



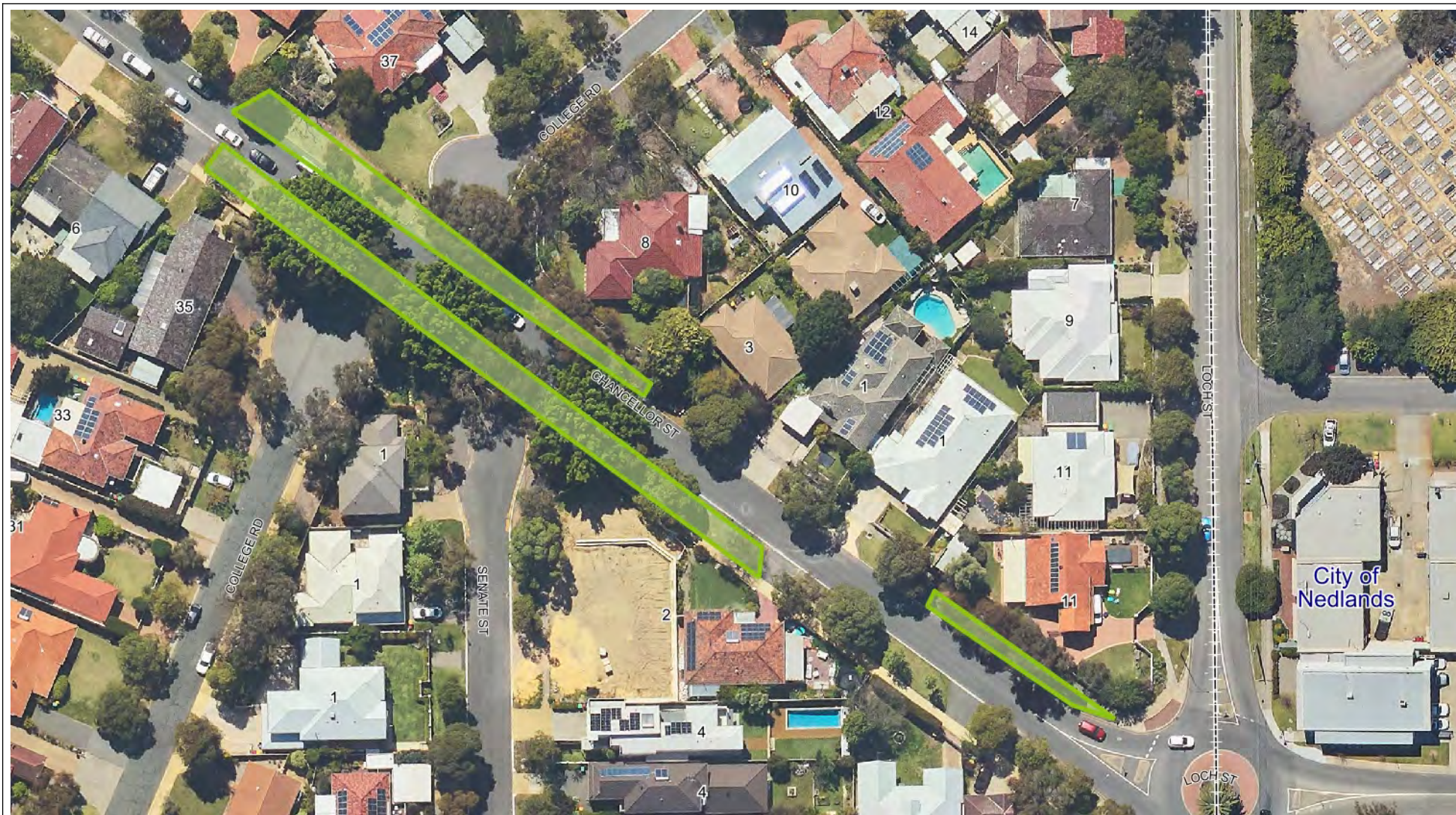
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Bellvue Terrace Cul-de-sac

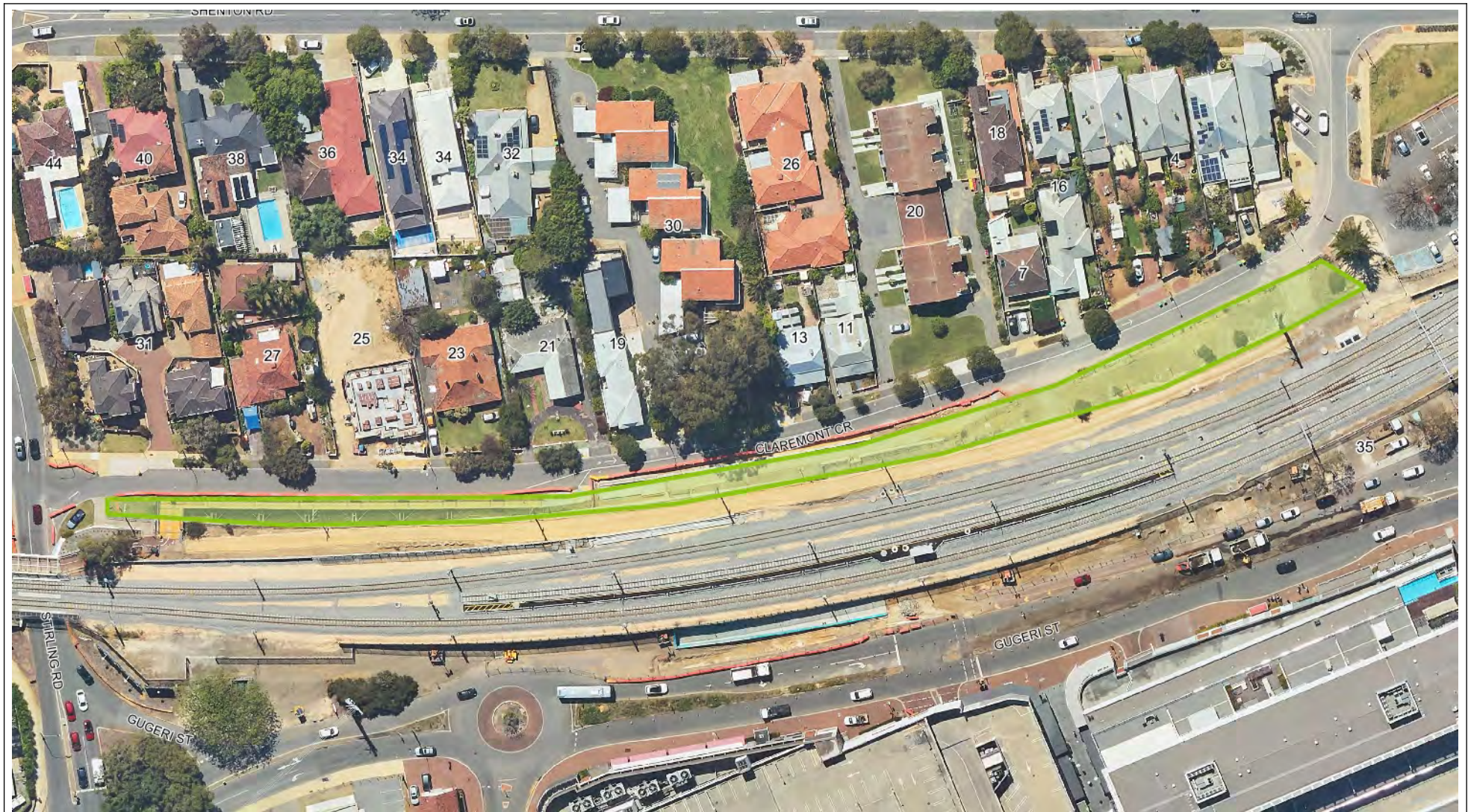
9/06/2015



1:200







 <p>TOWN OF CLAREMONT Est. 1898</p>	<p>The Town of Claremont does not warrant the accuracy of information in this publication and any person using or relying upon such information does so on the basis that DMS shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in this information.</p>	<p>Chancellor Street</p>	<p>11/10/2022</p>	
			<p>1:947</p>	



	The Town of Claremont does not warrant the accuracy of information in this publication and any person using or relying upon such information does so on the basis that DMS shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in this information.	Claremont Crescent South East	11/10/2022	
			1:1250	



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			<p>1:2000</p>	



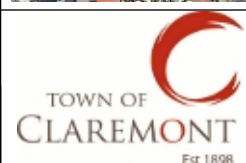
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Claremont Crescent - Servetus to Australind
Street Verge

19/06/2015

1:600





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Claremont Oval Development Verges and PAW's

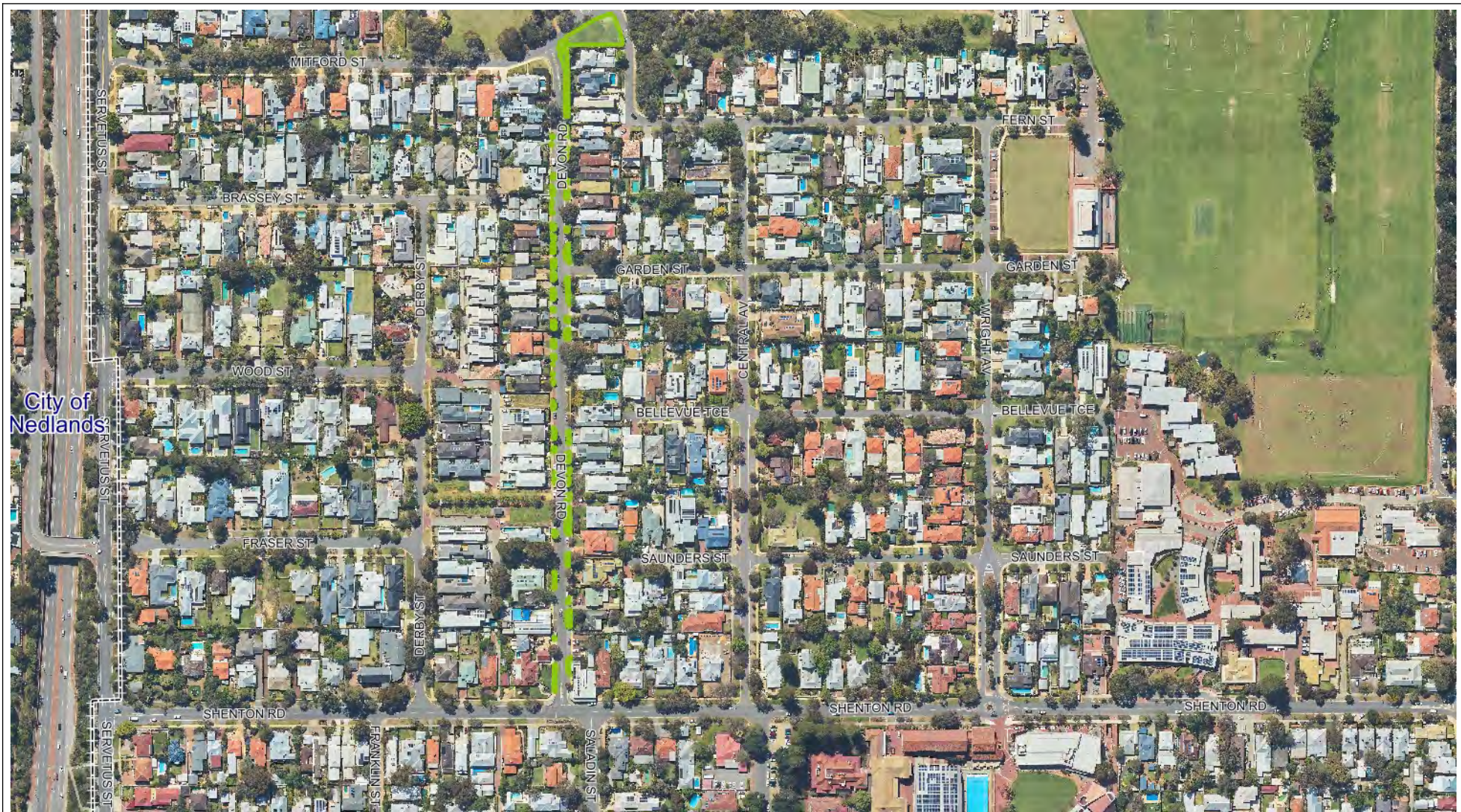
17/11/2022



1:4000







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			<p>1:3000</p>	





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			1:4000	



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			<p>1:442</p>	



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			<p>1:250</p>	



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Goldworthy Road East

11/10/2022

1:2023



SD Goods Shed carpark





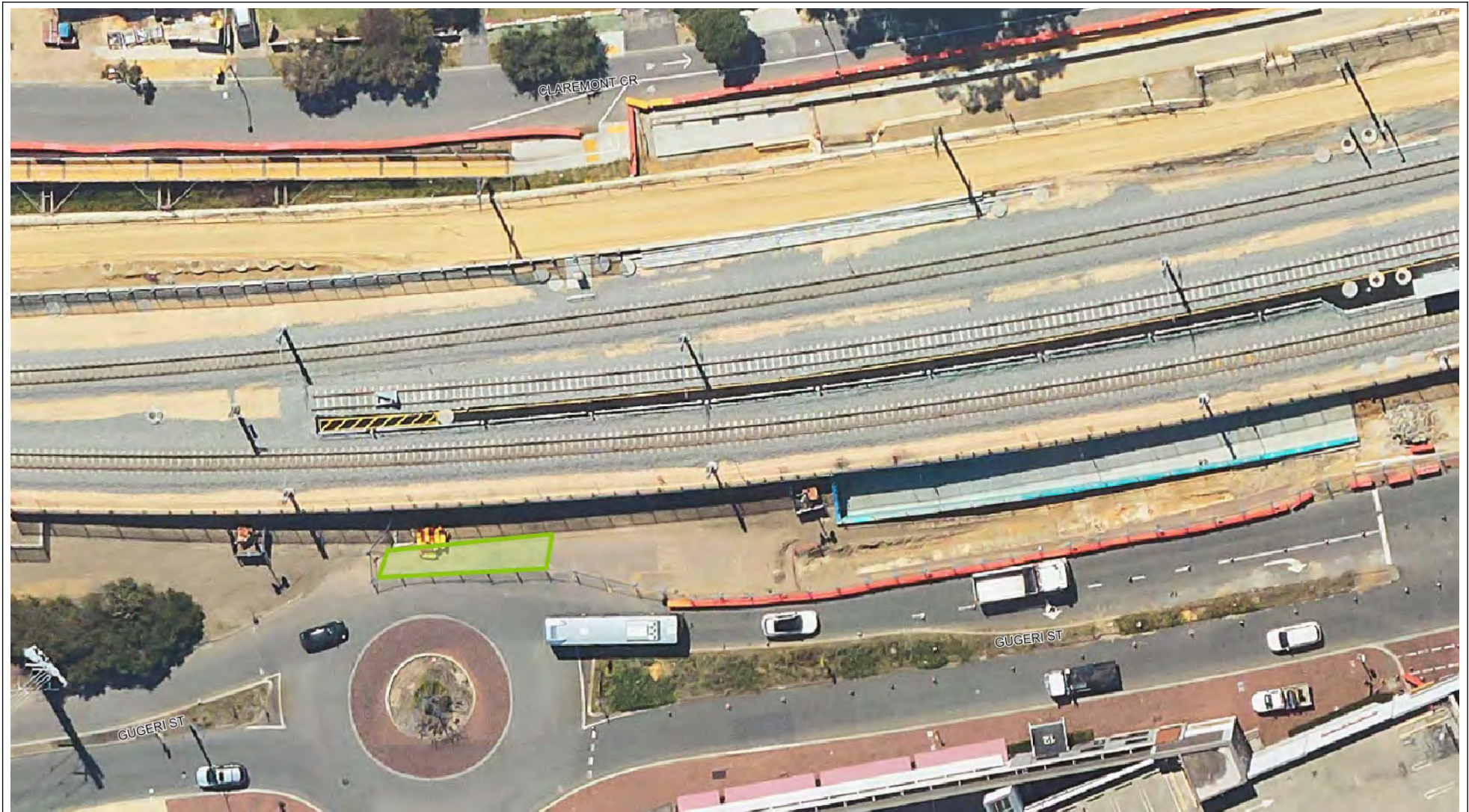
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Graylands Road East

11/10/2022

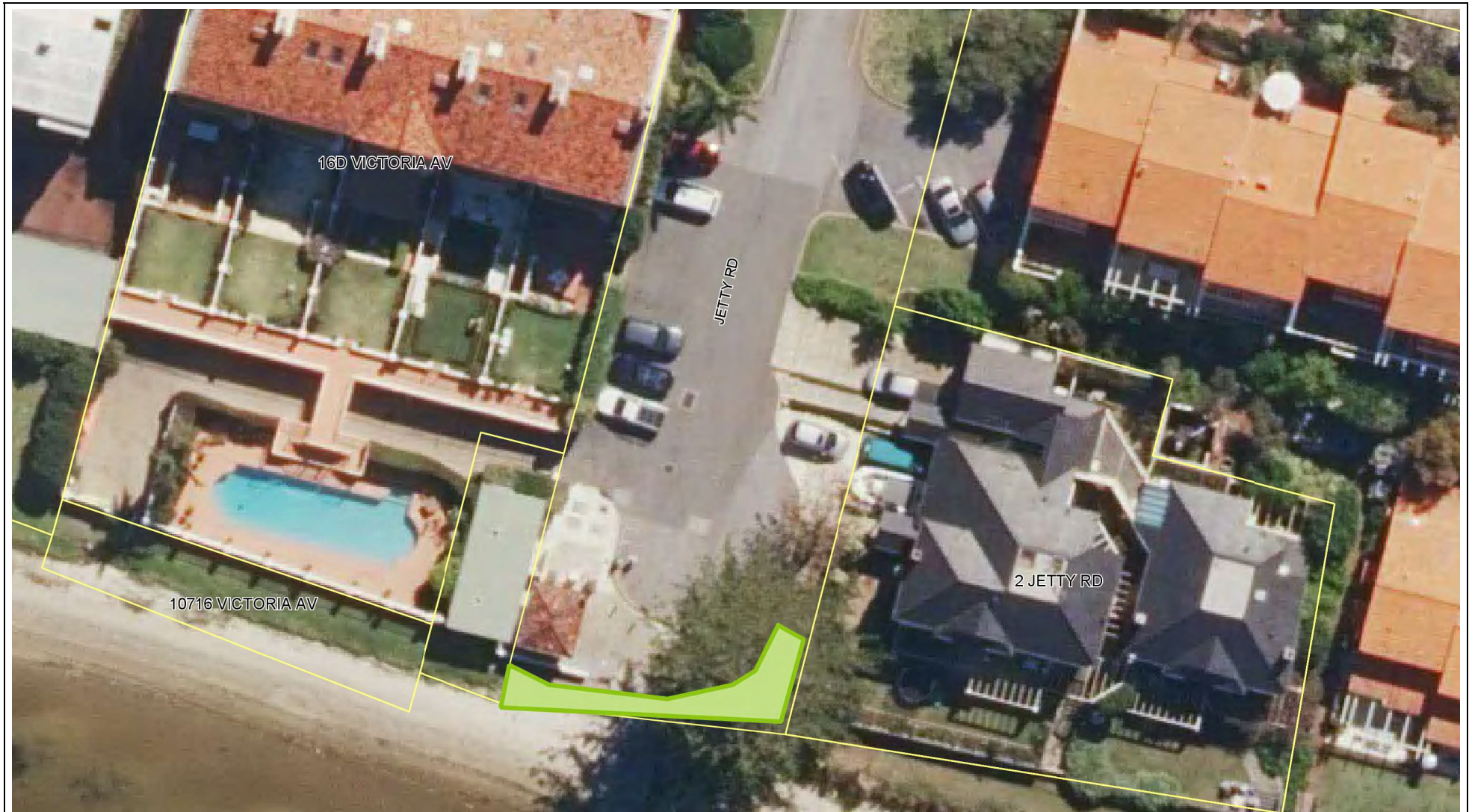
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			<p>1:509</p>	

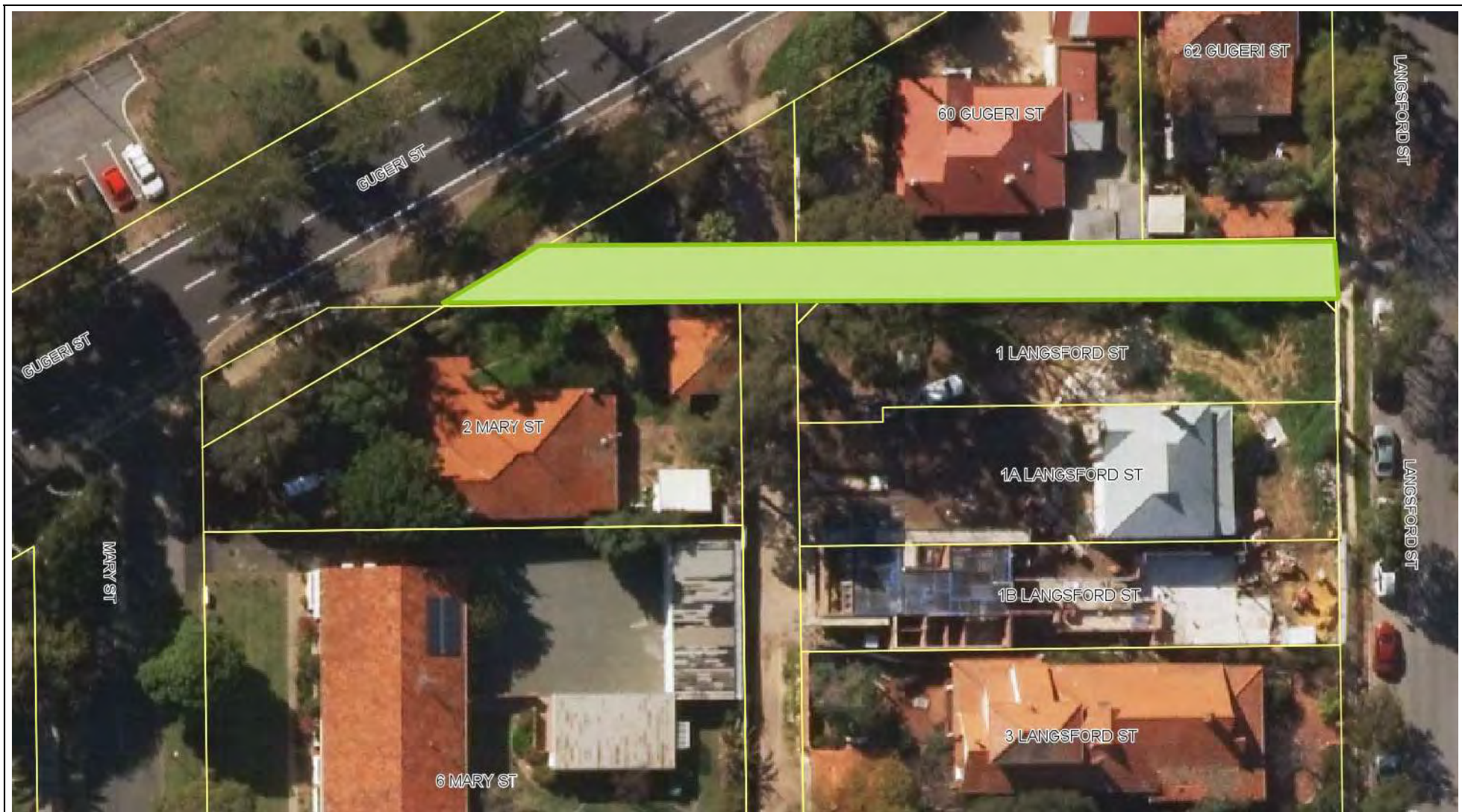






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			<p>1:400</p>	



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			<p>1:418</p>	



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			<p>1:500</p>	



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Lapsley Road Car Park

7/10/2022



1:600





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			<p>1:739</p>	





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			<p>1:800</p>	

Links Court verges





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			<p>1:400</p>	



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Melville and Loch St

9/06/2015

1:300





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Motteram Avenue East

11/10/2022



1:911



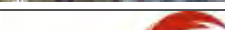



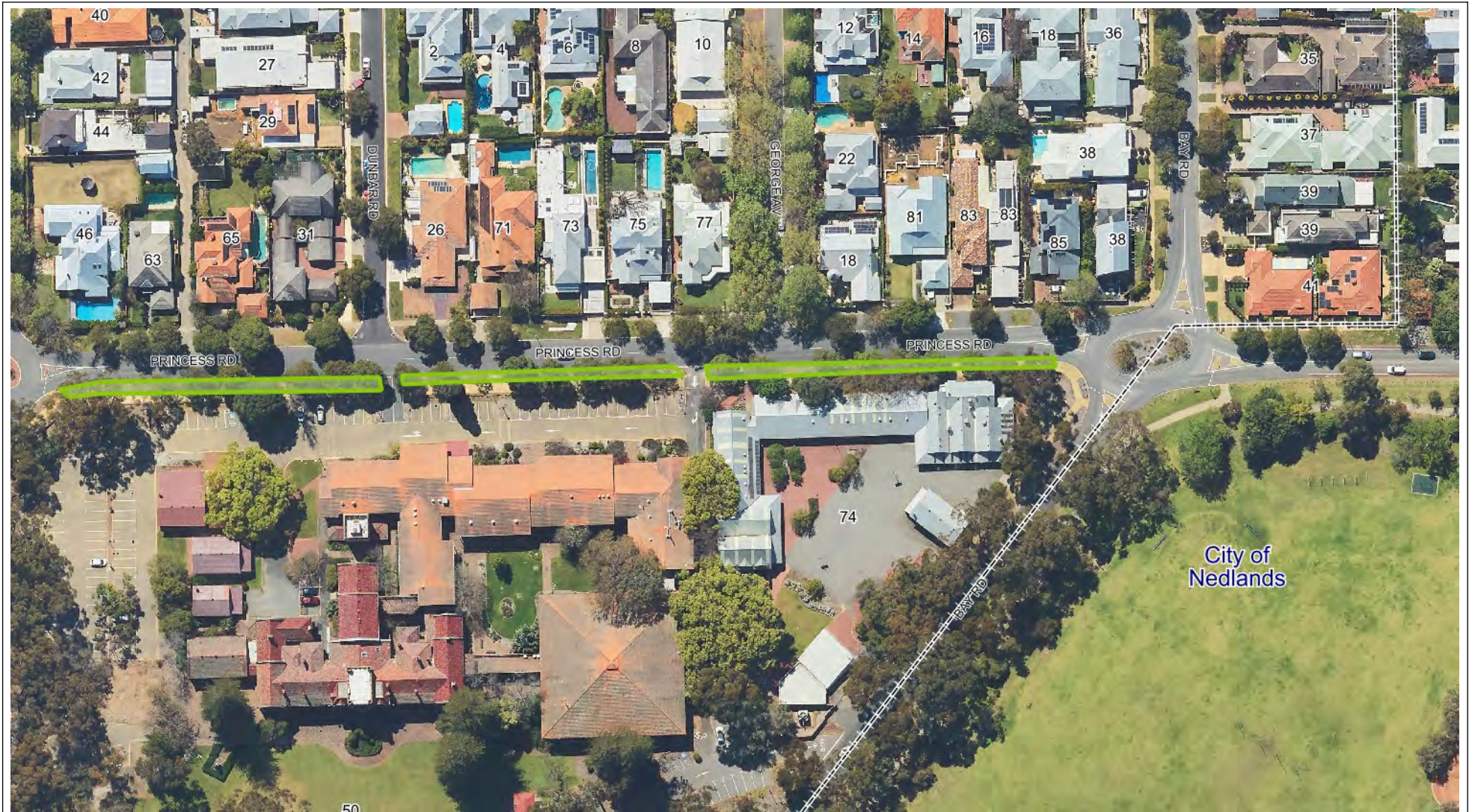
 <p>TOWN OF CLAREMONT Est 1899</p>	<p>The Town of Claremont does not warrant the accuracy of information in this publication and any person using or relying upon such information does so on the basis that DMS shall bear no responsibility or liability whatsoever for any errors, faults, defects or omissions in this information.</p>	<p>Narla Road Cnr Servetus Street</p>		<p>22/06/2018</p> <p>1:400</p>	
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			<p>1:1500</p>	



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			1:277	



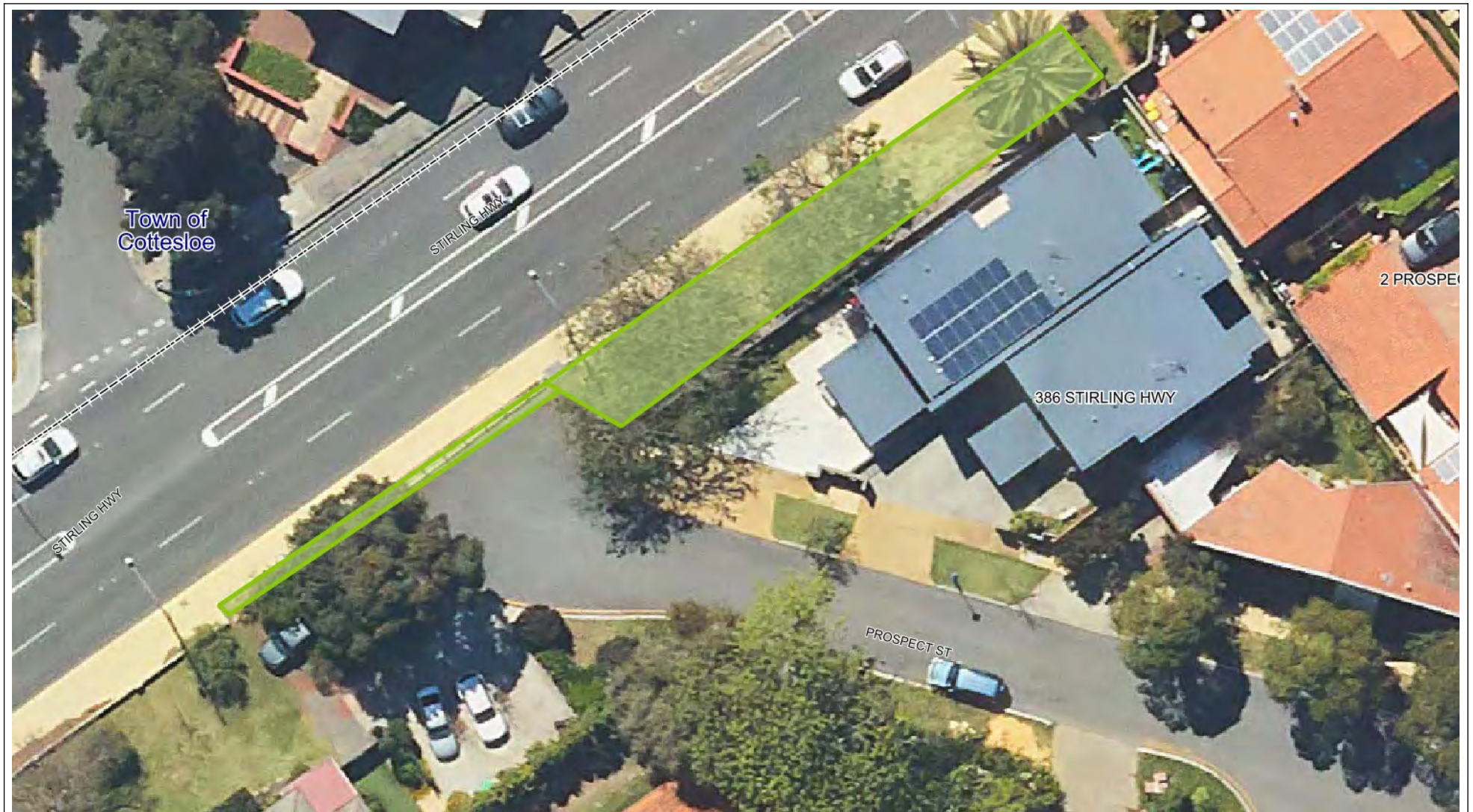
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Princess Road South

11/10/2022

1:1500





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			<p>1:361</p>	



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Railway Road Verge

11/10/2022

1:1500



City of
Nedlands



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Servetus Street North West

11/10/2022

1:6000





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Servetus Street South West

11/10/2022



1:4000





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			1:400	



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			<p>1:1094</p>	



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Stirling Road Subway North

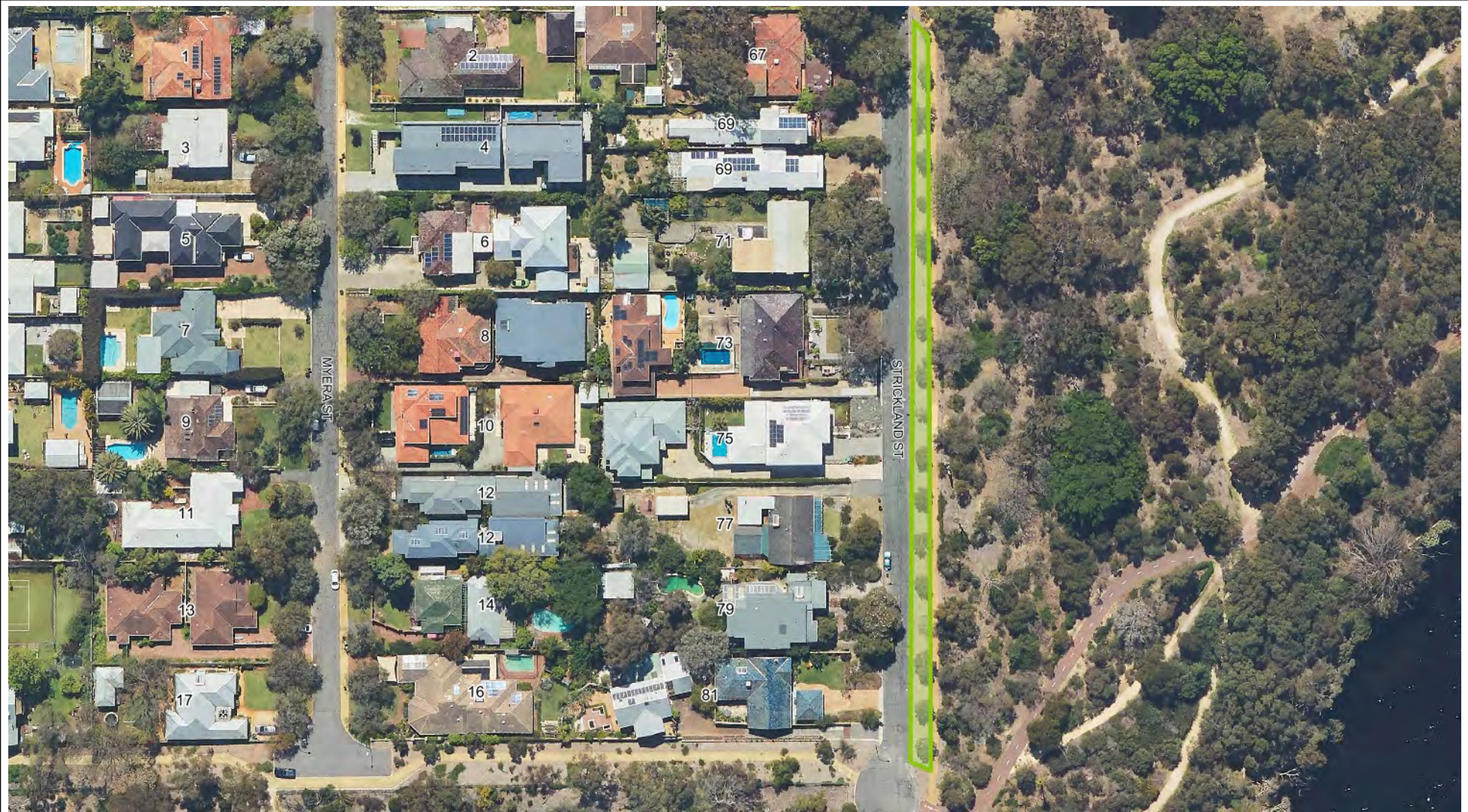
10/10/2022

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			<p>1:1000</p>	



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Strickland Street East

11/10/2022

1:1250





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			<p>1:600</p>	



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Stirling Highway (Osborne to Prospect)

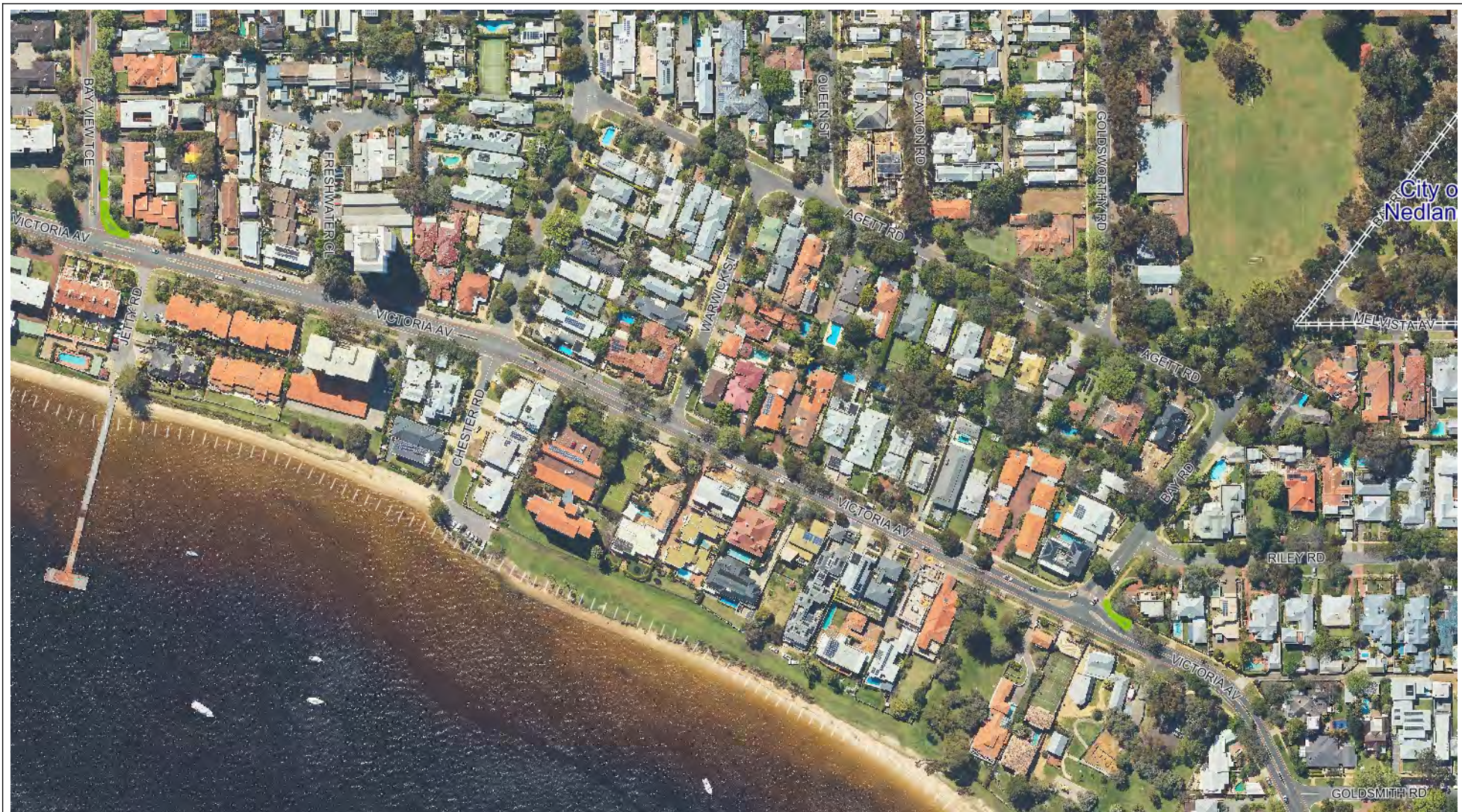
9/06/2015

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			<p>1:600</p>	



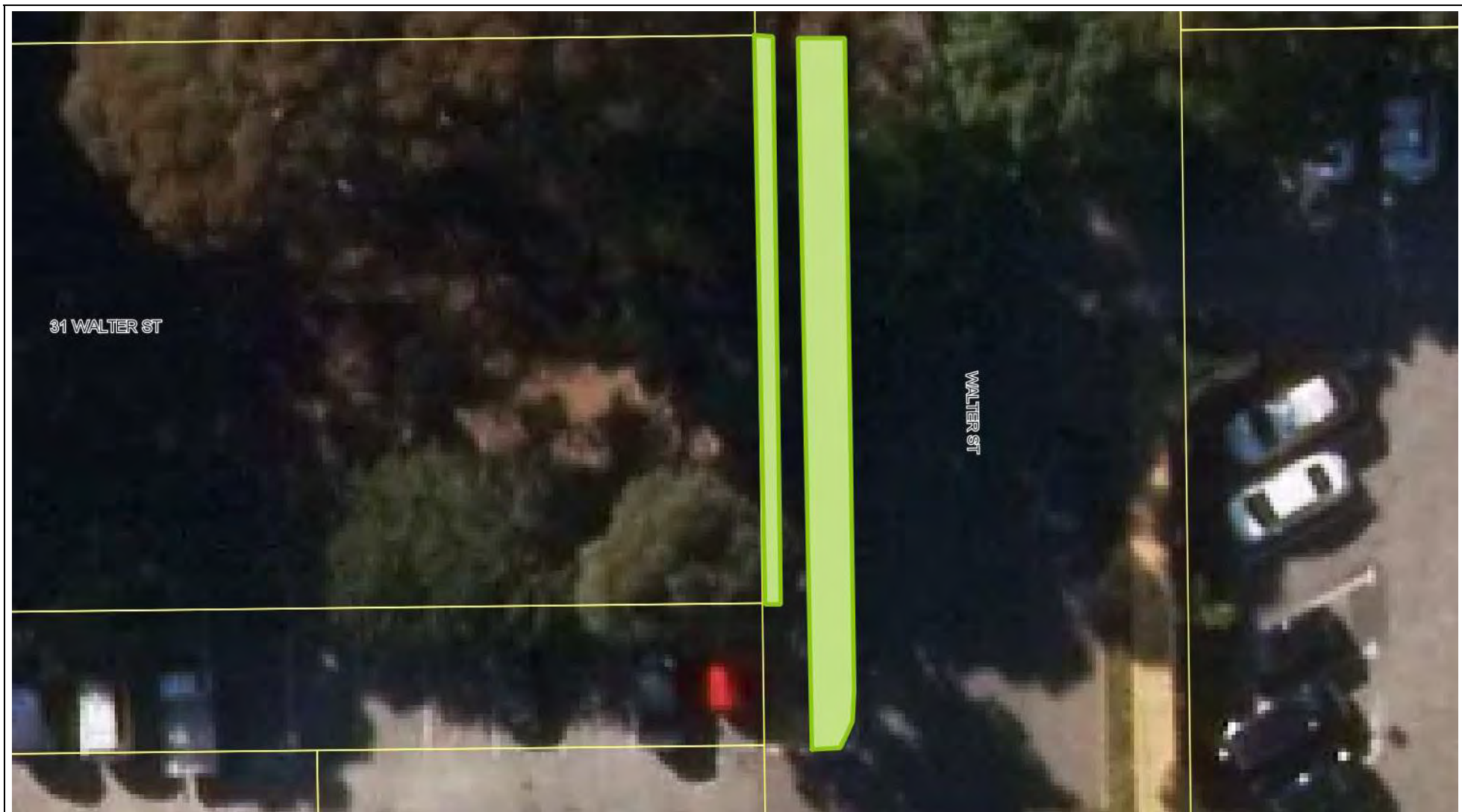
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Victoria Avenue Verges (Corners of Bay Road and Bay View Terrace)

11/10/2022

1:3000





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			<p>1:200</p>	

Guidelines for the safe use of pesticides in non-agricultural workplaces



Delivering a Healthy WA





Foreword

These guidelines were developed as a guide for people working in pest management and related industries. They offer practical and informative guidance on how to comply with legislation relating to the use, transport, storage and disposal of pesticides.

The guidelines have been written to ensure consistency with chemical control of use, environmental, public health and workplace health and safety legislation where relevant. They provide a single source of information so that people will not have to consult several documents regarding the safe use of pesticides.

The guidelines promote safe and healthy practices in regards to the use, storage and transport of pesticides by end users. They aim to minimise the risk of detrimental effects to human health and the environment when storing, transporting or using pesticides, by suggesting ways to control known risks associated with these substances. They cover pesticide applications both in the field and in and around buildings.

People working with pesticides, including pest management technicians, government workers, grounds maintenance persons, weed spraying contractors and green keepers, should find these guidelines useful.

The guidelines also provide useful background material that will assist trainers, educators, medical practitioners and government in providing appropriate advice to their clients.

These guidelines were written by the Pest Management Industry and Government Sector Advisory Group (2004) which is made up of representatives from the pest management industry and state government licensing agencies.


Disclaimer

This document has been prepared in good faith exercising due care and attention. However, no representation or warranty, expressed or implied, is made as to the relevance, accuracy, completeness or fitness for purpose of this document in respect of any particular user's circumstances. Users of this document should satisfy themselves concerning its application to, and where necessary seek expert advice about, their situation. Persons who require strict legal interpretation relating to pest management legislation should refer to their specific state or territory's legislation.

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1. Introduction

1.1 Title

These guidelines may be cited as the *Guidelines for the safe use of pesticides in non-agricultural workplaces*.

1.2 Purpose

To provide practical guidance on the safe use of pesticides for the protection of human health, by assisting pesticide users to achieve a safe system of work and comply with relevant Commonwealth, state and territory legislation.

1.3 Scope

These guidelines apply to employers, self-employed persons and employees engaged in the end use, transport and storage of pesticides other than for agricultural and pastoral purposes. This includes pest management technicians and contractors involved in pest management, as well as government workers, grounds maintenance persons, weed spraying contractors, green keepers and others who use pesticides as part of their work duties.

These guidelines do not apply to:

- the use of pesticides in agricultural workplaces (except when the work is done by a licensed pest management technician in or around buildings)
- the application of timber preservatives where covered in the *National code of practice and guidance note for the safe handling of timber preservatives and treated timber*
- the manufacture, warehousing, distribution or sale of pesticides.

1.4 Commencement

These guidelines commence on 1 November 2007.

1.5 Use of these guidelines

In these guidelines, words such as 'should', 'may' or 'consider' indicate recommended courses of action. However, an alternative method of achieving a safe system of work may be adopted. In this case, the person responsible for the workplace must be able to demonstrate that the required or desired level of safety is achieved by the alternative safe system of work.

These guidelines should be used to help industry establish a best practice approach to public health and occupational health and safety in the workplace.

1.6 Definitions

Many of the following definitions are those used in Acts and regulations relevant to the pest management industry. However, some have been adapted for these guidelines.

Anti-cholinesterase – a health effect of certain compounds such as organophosphate pesticides. These health effects are described in section 6.5.

ADG Code – the *Australian code for the transport of dangerous goods by road and rail* prepared by the Federal Office of Road Safety of the Commonwealth Department of Transport and Communications (most recent edition).

APVMA – Australian Pesticides and Veterinary Medicines Authority

Agricultural – a workplace predominantly engaged in the production of stock and/or crops and/or animal products (such as milk or wool), including farms, orchards, vineyards, market gardens and forestry. This does not include workplaces solely processing agricultural products.

Bulk tank – for the storage of dangerous goods means a container for liquid of capacity of more than 250 litres or a container for gas with a (water) capacity of more than 500 litres, and includes a bulk liquid container, such as an intermediate bulk container (IBC).

Bund – an embankment or wall, which may form part or all of the perimeter of a compound. Both the bund and the compound floor must be sufficiently impervious to contain liquid spillage or leakage equal to 110 per cent of the largest volume container or 25 per cent of the total volume of packaged liquid pesticides.

Confined space – a space that may become contaminated, for example with dust, asbestos, pesticides, or oxygen deficient (see the requirements in legislation in your state or territory). Note: this may include locations such as pits, tunnels and ventilation shafts.

Container – anything in or by which a substance or item is wholly or partly cased, covered, enclosed or packed, whether it is empty or partially or completely full. It does not include a vehicle, freight container or bulk container.

Dangerous good – a substance or item that meets the classification criteria of the ADG Code.

Employer – an entity or an individual employing a person under a contract of employment, including an apprenticeship or traineeship. This also includes self-employed persons.

Employee – a person employed under a contract of employment, apprenticeship or traineeship.

Exposure – the contact between a person and a pesticide.

Exposure standard – the airborne concentration of a particular substance in a person's breathing zone, as established in the *Exposure standards for atmospheric contaminants in the occupational environment*, published by the National Occupational Health and Safety Commission, and revised from time to time.

Fumigation – the process of applying a pesticide in the gaseous phase, including the use of liquids that evaporate or solids that sublime, burn or react to produce a gas.

Hazard – the potential for a pesticide to cause an adverse effect, due to its intrinsic properties.

Hazardous substance – a substance that has an adverse health effect and:

- is listed in the *List of designated hazardous substances*, published by the National Occupational Health and Safety Commission, and revised from time to time
- fits the criteria set out in the *Approved criteria for classifying hazardous substances*, published by the National Occupational Health and Safety Commission, and revised from time to time.

Health surveillance – any monitoring of any person, including biological monitoring and clinical procedures undertaken by a medical practitioner, for the purpose of determining health status in relation to occupational exposure to a pesticide. The term does not include atmospheric monitoring.

Herbicide – is included in the legal definition of pesticide.

Integrated Pest Management (IPM) – incorporates physical, cultural and chemical control.

Material safety data sheet (MSDS) – a document prepared in accordance with the *National code of practice for the preparation of material safety data sheets*, published by the National Occupational Health and Safety Commission, and revised from time to time.



Must - a legal obligation.

Organophosphate - 'esters of phosphoric or phosphorothioic acid'.

Note: Organophosphates usually have the words 'anti-cholinesterase compound' or 'cholinesterase inhibitor' on the label. Health surveillance may be required, see section 6.4. The health effects are described in section 6.5.

Packing group (PG) - the division of certain classes of dangerous goods as defined by the ADG Code.

Person - means a natural person or a body corporate.

Pest - includes any arthropod, mollusc, rodent, bird, weed or other biological entity, that injuriously affects a person or place, or may injuriously affect a person or place by:

- transmitting disease, toxin or other pest
- causing physical damage to a place or thing in the place
- causing distress or adverse psychological or social effects in a person.

Pest management technician - an individual who holds a licence issued by a state or territory licensing authority to undertake pest management activities. Pest management technicians may also be known as pest control operators or contractors.

Pesticide - any substance registered by the APVMA as an agricultural chemical. This includes insecticide, arachnicide, herbicide, rodenticide, fungicide and avicide.

Record - written information generated at a workplace showing lists or procedures in place and includes electronically stored information.

Reseller - any person (such as a distributor) who sells a substance but is not a retailer.

Restricted chemical product - a pesticide that has supply and use restrictions placed on it by the APVMA.

Retailer - a person who sells a substance to any member of the public who themselves are not engaged in any further resale of the substance, such as a supermarket or hardware store.

Risk - the likelihood of an adverse or hazardous event occurring.

Scheduled poison - any substance contained in a schedule of the *Standard for uniform scheduling of drugs and poisons* (SUSDP), published by the Commonwealth Government.

Self-employed person - a person who works for gain or reward other than under a hiring arrangement, a contract of employment or an apprenticeship or traineeship, whether or not he or she employs others.

Substance - see 'pesticide'.


Should - (in relation to a work method or requirement described in these guidelines) means that the work method or requirement is optional. However, if an alternative is chosen, the person must be able to demonstrate that it is a safe system of work.

Spraying - includes the application of a pesticide by any means including puddling, and the use of powders, baits, foams, gels and granules.

Supplier - includes a manufacturer, importer, wholesaler, reseller or distributor, but does not include a retailer.

Toxicity - the ability of a chemical to cause adverse effects when absorbed by the organism.

Use - the production, handling, storage, transport or disposal of a pesticide for the purpose of end use.



Worker – includes employees, the self-employed, contractors, labour hire personnel and any other person carrying out a work activity.

Workplace – any place where a person works, or a workplace activity takes place, and includes vehicles.

2. Legal responsibilities

People who supply, handle, store or use pesticides in a workplace have legal responsibilities under Commonwealth, state and territory occupational health and safety, environmental, public health and dangerous goods legislation to ensure such practices are safely conducted, so as not to endanger their own health and safety and that of others.

Employers and the self-employed have an obligation to establish and maintain a safe system of work. This includes responsibility for the safety of people visiting a workplace or a public place, such as greens, parks and gardens. Employees have an obligation to implement the employer's safe system of work.

Premises such as residences and parks are a workplace while the work of pesticide application is being carried out and both the worker and employer have duty of care obligations in these circumstances.

Other legislation requires pesticide users to take steps to protect the environment and other members of the public, including taking care when disposing of unwanted pesticides.

These guidelines provide advice to help people comply with the relevant legislation and establish a safe system of work. Where documents are referenced, the most recent edition should be consulted.

Where legislation provides no specific instructions for action, appropriate Australian Standards, guidelines and codes of practice and labels should be followed, for example, for termite management.

2.1 Pesticides legislation

Any chemical substance when used as a pesticide for the control of pests, must be registered or approved by the APVMA and must be supplied with a label approved by the APVMA, which explains how to use the pesticide safely and effectively.

State and territory chemical control of use legislation requires all users to use pesticides that are registered or approved for use, in accordance with the registration and approved conditions on the label.

The APVMA or state and territory licensing jurisdictions may grant permits for the supply and 'off-label' use of an unregistered pesticide. Off-label permits can be issued to allow a pesticide to be used in a situation and/or for pests not listed on the label.

Users must not cause damage or injury to people during the use or disposal of pesticides. Use of pesticides is subject to the requirements of relevant state and territory control of use and public health legislation. Disposal of pesticides is subject to the requirements of relevant state and territory environmental protection and public health legislation.

2.2 Occupational health and safety legislation

Occupational health and safety legislation in each state and territory establishes general obligations on employers, self-employed persons, suppliers and employees to ensure the health and safety of all people in workplaces, including visitors. It also imposes obligations on building owners (for example, in the case of multi-tenanted buildings) and other persons in control of a place of work. These obligations apply to pesticides used in workplaces.



2.2.1 Hazardous substances and/or dangerous goods legislation

These guidelines provide guidance about how to comply with the requirements of legislation that relates to the supply and use of hazardous substances and dangerous goods in workplaces. Many of the pesticides registered by the APVMA are classified as hazardous substances. When these pesticides are supplied to, or used in, a workplace, state and territory legislation applies. Hazardous substances and dangerous goods must be appropriately labelled.

2.3 Employers

Under state and territory legislation, employers must ensure the risk to the health and safety of their employees and other persons at their place of work is minimised. This includes minimising health risks associated with the use and storage of pesticides. Employers have specific obligations to:

- ensure that information is readily available detailing how pesticides can be used safely and without risks to health
- provide employees with appropriate instruction, training and supervision
- provide safe systems of work, including the use of plant and equipment
- conduct workplace risk assessments
- keep records.

Employers must also protect the health and safety of others who are not employees, such as contractors and their employees, or members of the public visiting a workplace. This includes minimising risks arising from the application of pesticides, spray drift and any residues. This duty of care to others may not be delegated.

2.4 Self-employed persons

Self-employed persons (see also section 2.3) include sole traders, contractors and sub-contractors. These people have the same responsibilities as employers to themselves and others at the place of work. A reference to employer duties in these guidelines also applies to self-employed persons, as meeting the relevant requirements of these guidelines will help to protect their own health and safety.

2.5 Suppliers of pesticides

2.5.1 Manufacturers and importers

It is the responsibility of manufacturers and importers to:

- determine that a substance has been classified as a hazardous substance by the manufacturer or importer in accordance with the document: *Approved criteria for classifying hazardous substances* [NOHSC: 1008(1999)] classifying hazardous substances including pesticides
- prepare Material Safety Data Sheets (MSDS)
- ensure that products are registered by the APVMA
- maintain records regarding transactions in pesticides
- ensure hazardous substances, dangerous goods and pesticide products are correctly stored and handled on their premises and during supply to the end user
- apply approved and/or required labelling to packaged products
- advise of label changes, in particular any changes to safety precautions and health risks.



2.5.2 Suppliers

It is the responsibility of suppliers, including resellers, to:

- ensure containers holding hazardous substances, dangerous goods and pesticides are properly labelled
- provide MSDS to end users for any pesticide they supply
- maintain records regarding transactions in Schedule 7 poisons and restricted chemical products.

2.6 Retailers and resellers

Resellers, such as trade sales outlets, are not retailers, and so must provide end users with MSDS. Trade sales include sales of substances intended solely for use in workplaces. Resellers are required to maintain records relating to transactions in Schedule 7 poisons and restricted chemical products and may be required to hold a licence. Refer to the relevant state or territory licensing authority for further information.

A retailer is a person who sells to any member of the public who is an end user. Retailers (for example, supermarkets and hardware stores) are not defined as suppliers by hazardous substance regulations and are not required to provide MSDS to customers. However, retailers may be able to assist purchasers in obtaining the relevant MSDS of pesticides and should provide them to purchasers on request.

2.7 Employees

An employee working with pesticides has a responsibility to maintain safe work practices to protect their own health and safety and that of others at the workplace.

Employees should report promptly to their employer anything which may, in their view, affect compliance with any relevant legislation, codes of practice or safe work systems in a workplace.

Additional duties of employees are set out in the occupational health and safety legislation in each state and territory.

2.8 Licensing of pest management technicians and fumigators

Any person engaged in a pest management activity must have a pest management technician's licence or be recognised as a trainee pest management technician working under the supervision of a licensed pest management technician.

Any person engaged in a fumigation activity must have a fumigator's licence or endorsement or be recognised as a trainee fumigator working under the supervision of a licensed fumigator.

Specific information on obtaining a pest management technician's licence or fumigator's licence or endorsement should be requested from the relevant state or territory licensing authority where the pest management activity is being undertaken.

See Appendix 3 for state and territory licensing requirements.

2.9 Persons in control of workplaces

Persons in control of a workplace include the owners of tenanted buildings. In such cases, if the owner or agent arranges pest treatment then it may be necessary for them to assess risks to all occupiers and notify occupiers of occasions when pest management has been arranged.



3. Consultation with employees and contractors

Employees should be consulted and advised of specific workplace risks and hazards that may affect their health and safety, so they can positively contribute to the risk management process.

Legislation requires employers to ensure that consultation occurs with employees during the identification and assessment of risks, the development of control measures, and changes to systems of work that may affect health and safety.

Consultation involves sharing information and exchanging views between the employer, employees and their representatives, or contractors.

In a large workplace with a number of employees, it may be appropriate to use a formal process with a workplace occupational health and safety committee.

In a small workplace, consultation could be an informal discussion between employer, employees and other persons, including contractors, about the implementation of a safe system of work or during an inspection of the workplace.

3.1 Consultation process

In relation to the use and storage of pesticides in the work environment, the consultation process should include:

- identifying hazards and assessing risks associated with the storage and handling of pesticides
- planning the introduction of a new pesticide, new application method or modifying an existing process
- deciding on control measures and how their use and maintenance can be checked
- selecting and wearing personal protective equipment
- training requirements
- communicating with a contractor
- advising on particular pesticides
- the role of air monitoring and health surveillance, and the choice of a medical practitioner (where applicable)
- ways of providing access to MSDS to employees and others at the worksite.

3.2 Advice to others at the worksite

Persons in control of tenanted buildings (for example, office blocks and flats) should devise a way of advising occupants of intended pesticide treatment.

Persons in control of areas such as parks and greens should devise suitable ways of warning the public or other site users of areas that have been treated.

4. Overview - managing the risks of pesticides

The following procedures will help you establish practical methods, appropriate to your work, for a safe system of work. The aim of the risk management of pesticides is to minimise or eliminate illness or injury by:

- identifying the pesticide hazards in the workplace
- assessing the degree of risk created by the pesticide hazards, in storage and work
- determining and implementing appropriate measures to control risks and improving existing controls
- appropriate supervision
- appropriate training of employees
- recording any action or work procedure established for the workplace
- checking the success of control measures.

4.1 Identification of hazards

Pesticide hazards in the workplace can be identified from the label on containers and the MSDS for the pesticides supplied.

Other types of hazards are not covered by these guidelines. For example, it may be necessary to consider the physical risks arising from such things as pressurised equipment, electricity, heights and confined spaces. Information on the correct use of equipment should be obtained from the supplier or manufacturer.

4.2 Assessing risk

A risk assessment is based on information supplied on the label and MSDS, and involves an inspection of the actual work location and work practices. In some situations it may be necessary to obtain specialist advice.

Risk assessments should be reviewed if:

- information on an MSDS or a label changes
- work practices change
- a new pesticide is introduced
- need is indicated by the results of health surveillance or monitoring
- five years have lapsed since the last assessment.

4.3 Types of risk

Risk assessments should cover risks to:

- users, from the preparation and use of pesticides where the emphasis is on controlling contact with pesticides (see section 6)
- others, from spray drift, residues, contamination and disposal (see specific control measures in section 8)
- persons, property and the environment by accidental events, such as spillage or fire in storage or transport (see section 12).

Under occupational health and safety legislation, it may also be necessary to assess other risks such as those arising from manual handling and the use of plant and equipment.



4.4 Controls

Controls are methods that eliminate or reduce the risks of pesticide accidents and exposures. Maintenance of controls should be part of any plan to introduce a pesticide into the workplace. The continuing use and effectiveness of controls should be monitored (see section 7).

4.5 Recording risk management - register of pesticides

Maintaining records is an important part of risk assessment and management.

The starting point is a register, which includes a listing of all pesticides in a workplace. Hazardous substance legislation specifies that the minimum information that must be included in a register is a list of all hazardous substances used or produced in the workplace and the relevant MSDS. There are several ways of forming a register (see section 15).

5. Identification of hazards - sources of information about pesticides

Information about the hazards of a pesticide can be found on the container label and the MSDS. This information should be used to assess risks and establish control measures. Additional advice can be found in other publications produced by the registrant of the pesticide (contact details can be obtained from the container), which give advice on the intended method of use of the pesticide and suitable application equipment.

5.1 Labels

The purpose of labelling is to ensure the correct identification, use and disposal of a pesticide. Labels must be kept fixed to the container at all times and maintained in a condition so that the label information can be clearly read.

Hazardous substances, pesticides, dangerous goods and poisons all have similar labelling provisions. Pesticide labels show the active components and indicate other hazardous or dangerous components (for example, by showing the dangerous goods 'diamond' symbol).

Some containers of pesticides have labels that contain extensive information in booklet form that is inserted into an envelope or pocket on the container. These booklets should be returned to the envelope or pocket after use for future reference. Some gas cylinders have tags that display the relevant information.

A person using a registered pesticide must read the instructions on the label before preparing or using the pesticide. The instructions covering the concentration of the mixture and the application must be followed. Each pesticide registered for sale has been approved for use under conditions specified on the label. These conditions should be considered when estimating and controlling risk.

Bulk tanks and stores containing dangerous goods may require labels and notices under dangerous goods storage legislation (see section 11). Generally, these dangerous goods requirements do not apply to pesticides when mixed and diluted for use.

Some state or territory legislation provides further advice on requirements of containers for use in relation to pest management activities.



5.2 Material safety data sheets (MSDS)

MSDSs provide additional information to that on a label. An MSDS for a substance provides information on:

- all components of the product and their potential hazards
- the health hazards of the concentrate
- safe storage and handling
- emergency procedures (to assist planning)
- decontamination measures.

Use the MSDS for guidance on the safe use and storage of pesticides. Other persons working in the area being sprayed or treated may also need to see the MSDS. Advice on the correct use of equipment should be obtained from the supplier or manufacturer. Some pesticide formulations are intended for use with specific methods of application with the correct equipment. Label directions should be followed.

5.3 Obtaining and provision of MSDS

5.3.1 Suppliers

Hazardous substance legislation requires that a supplier must provide an MSDS for each hazardous substance on request and for the first supply.

Resellers, such as persons who supply to trade only, must provide an MSDS. Trade sales include substances intended solely for use in workplaces, and so an MSDS must be provided on request.

5.3.2 Employer

An MSDS must be made available to all employees who may be exposed to the pesticide in use.

Employers must ensure that an MSDS is available for each hazardous substance used by each employee. This access may be required:

- during training (including induction)
- during consultation before the introduction of a new substance
- when an employee is working with or near the pesticide
- when a new pesticide is introduced to the workplace.

At each work site, or designated work area, where hazardous substances are stored or mixed, ensure that:

- employees have easy access to a MSDS for each substance stored or used
- the most recent edition of the MSDS is available
- any information retrieval system for MSDS is kept in working order
- employees are trained on how to access and understand the information.

5.3.3 Self-employed

Self-employed persons should note that to meet their responsibilities to others under occupational health and safety legislation, they must make an MSDS available to others at the worksite. Contractors should make an MSDS available to others at the site, including employers and their workers, and explain any particular safety precautions required or hazards associated with the substance to be used, transported or stored.



5.4 Labelling of pesticide application equipment

Where there is no state or territory legislation specific to the labelling of pesticide application equipment, the following is recommended:

- When the pesticide is in the application equipment, labelling is generally not required where:
 - it is filled with a pesticide that has been prepared or diluted ready for immediate use
 - it will be controlled by the pest management technician
 - there is a low risk of any other person misusing it.

If the pesticide is not used immediately, you should refer to your state or territory licensing authority for further advice on labelling of application equipment.

This includes all fixed and portable tanks carried on a vehicle.

5.5 Decanting of pesticides

If pesticides must be transferred from one container to another (decanted), both containers must be properly labelled for that particular pesticide and the batch number of the decanted product recorded on the receiving container.

A pesticide should be decanted only into another container suitable for the pesticide. Some pesticides can react with the container if the wrong type of container is used.

Do **not** decant a pesticide into a food or beverage type container.

Some state or territory legislation provides further advice on requirements of containers for use in relation to pest management activities.


5.6 Container that is not properly labelled

A person should not use a registered pesticide taken from a container that does not have attached to it an APVMA approved label, or a label for which the APVMA issued a permit. All unlabelled pesticide containers and their contents should be identified or disposed of promptly. If the contents cannot be identified, the container should be labelled: 'CAUTION DO NOT USE. UNKNOWN SUBSTANCE' and disposed of as soon as practicable as hazardous waste by a commercial contractor (see sections 8 and 12).

6. Risk assessment

Employers are required to assess the health risks of all work with pesticides. A risk assessment would be required for each task, including mixing, decanting, spraying or other application methods, transportation and storage. This includes pesticides that are in current use and new pesticides that are introduced, as well as risks to seasonal and casual workers and to non-employees at the worksite.

Self-employed persons, employees and contractors must assess the risk to other persons working at the site and visitors. Employers and self-employed persons have a duty of care to members of the public who may come into contact with the pesticide or with pesticide residues after application. Persons in control of a workplace should pass relevant information on to others in workplaces, including tenants and owners, who may come into contact with spray drift or residue or who occupy a building that has been treated.



Even though pesticides are assessed for health hazards before registration, risks vary with the way a pesticide is used. Consequently, it is important to assess the health and safety risks arising from the actual circumstances of use at the workplace, including the method of application, equipment used, proximity to other people, animals, food and water supplies, and factors such as the temperature and wind. Using a product under an APVMA permit may require a thorough risk assessment as the label precautions may not apply. In such cases, the permit conditions must be strictly adhered to.

Use the risk assessment to examine the effectiveness of current controls.

6.1 Generic risk assessments

Hazardous substances legislation provides for generic assessment of several locations where the hazard and degree of risk are comparable, such as where the same pesticide is used in a number of different locations in similar circumstances. This may be relevant to contractors who do the same work in different locations. Generic assessments will help simplify the overall task of assessment of the different locations.

To apply generic assessments it is necessary to ensure that the work practices, equipment and materials are the same in each case.

It may be necessary to specify controls, such as not doing work when weather conditions are unfavourable, for example, specify in the risk assessment wind speeds that are too high or too low.

6.2 Exposure pathways

The three main ways pesticides can enter the body are through inhalation, skin contact and ingestion. Consider each possibility separately in the risk assessment.

Inhalation is an important exposure pathway. Exposure occurs by breathing in airborne concentrations of a pesticide in the form of an aerosol, vapour, dust or mist.


Skin contact is the most common exposure pathway in occupational poisoning. Many pesticides are readily absorbed through the skin or eyes. This must be considered when mixing and using sprays. Formulations that contain solvents and surfactants may increase skin absorption. Higher temperature or humidity may also increase absorption.

Ingestion (swallowing) is normally a minor exposure pathway, except in the cases of accidents such as splashing, while mixing or applying pesticides, and is a common method of poisoning in young children. Smoking or eating while handling pesticides is often the cause of ingestion. Dusts and aerosols can be breathed in and then swallowed. Pesticides must never be stored in food or beverage type containers.

6.3 Exposure standards and air monitoring

Hazardous substances legislation requires employers (and self-employed) to prevent or minimise exposure, of employees or other persons in the workplace, to hazardous substances. This exposure must not be greater than the relevant exposure standards in the WorkSafe publication *Exposure standards for atmospheric contaminants in the occupational environment*. Not all hazardous substances have an exposure standard. If an exposure standard has been allocated, it is given in the MSDS. The standard may relate to an individual component of the spray mixture such as the solvent or surfactant.

For pesticides, strict compliance with the safety directions on the label and MSDS will normally ensure that exposure is sufficiently controlled so that quantitative measurement will not be necessary. If spraying releases vapour or aerosol, the airborne exposure standard may be exceeded and control measures, such as respirators or other personal protective equipment, should be considered to protect the health of workers. Proximity to other people and things, such as food, must also be considered.



If there is uncertainty about risks, it may be necessary to measure airborne concentrations and compare these with the mandatory exposure standards. This is possible where inhalation is the main route of entry. This may be useful for enclosed locations, such as indoors, and may be necessary when using a product under an APVMA permit. Care must be taken when applying these products to outdoor situations where conditions are variable, such as changes in the wind.

These measurements are normally undertaken and interpreted by a qualified occupational hygienist.

6.4 Eight step risk assessment

Use the eight-step plan below to carry out a risk assessment.

Step 1: Decide who will do the assessment and where

Labels, MSDS and other supplier information provide the basis of the risk assessment.

It may be necessary to seek expert advice if there is any doubt about the degree of exposure. A more complex risk assessment may need to be conducted (see step 7).

Step 2: Identify the pesticides in use

Identify and categorise pesticides from the labels and MSDS. Stock lists and inventories are useful, at the time of purchase.

Identify, from the label and MSDS, the pesticides and other chemicals that are classified as:

- dangerous goods
- hazardous substances
- scheduled poisons.

These classifications can be identified through the symbols or words on the label or container or, for those that are hazardous, from a statement on the MSDS.

Step 3: Identify persons at risk and their tasks

Divide up the work activities into units for assessment, based on the different pesticides used. Look at each job or task using each pesticide separately. For example:

- mixing or preparing
- spraying or other methods of application
- handling in the storage area
- loading and handling on vehicles
- the occupants of treated buildings or those likely to come into contact with hazardous residue after spraying
- cleaning, adjusting and maintaining equipment
- entry into dusty areas such as roof cavities which could be contaminated with other hazards (such as asbestos) and including enclosed spaces with poor air circulation
- other persons entering treated areas, such as in parks and greens or home owners.

Use the list in section 6.7 as a checklist of high risk activities.

Step 4: Review label information

Review the information contained on the label and for each pesticide find out:

- the degree and type of hazard (for example, flammability, toxicity, risk of cancer or foetal damage)
- exposure pathway likely from use
- recommended control measures and safety precautions
- first aid and emergency contacts, for example, poisons information.

The degree of the hazard is indicated on the label and in the MSDS (see Table 1). Do not just focus on the active ingredient. The most toxic component of the pesticide mixture may not be the active constituent but could be another component, such as the surfactant or solvent.

Check the existing control measures and compare these with the recommendations on the MSDS and label.

Table 1

An extract of poisons schedules taken from the *Standard for uniform scheduling of drugs and poisons*.

Poisons are classified according to the schedules in which they are included. The following is a general description of schedules 5, 6 and 7. For the legal definitions, however, check with your relevant state or territory licensing jurisdiction.

Poison schedule	Signal words on main label	General description
Schedule 5	CAUTION	Substances with a low potential for causing harm, the extent of which can be reduced through the use of appropriate packaging with simple warnings and safety directions on the label.
Schedule 6	POISON	Substance with a moderate potential for causing harm, the extent of which can be reduced through the use of distinctive packaging with strong warnings and safety directions on the label.
Schedule 7	DANGEROUS POISON	Substances with a high potential for causing harm at low exposure and which require special precautions during manufacture, handling or use. These poisons should be available only to specialised or authorised users who have the skills necessary to handle them safely. Special regulations restricting their availability, possession, storage or use may apply.

Step 5: Estimate exposure and risk

To estimate exposure and risk, assess the work site and review the work practices and existing control measures. A pesticide exposure checklist is provided in Appendix 4. It is a guide only and can be modified.

To estimate exposure, consider:

- evidence of existing contamination - visible dust or fumes, dust on surfaces, skin or clothing, visible leaks, spills or residues, odour
- direct contact with the substance
- likelihood of splashing
- history or symptoms of exposure (including evidence of individual susceptibility)
- vapours or hazardous residues likely to remain after the application of the pesticide
- spray drift and risk of contamination to adjacent areas
- hot working conditions where absorption through skin occurs readily as a result of increased blood supply to the skin.

Also consider the physical risks of flammability - such as decanting near sources of ignition.

Step 5.1: Health risk

The health risk is a combination of hazard (toxicity) and dose. Dose is the amount entering the body as a result of exposure. The dose is affected by:

- length of exposure
- pesticide concentration.

Step 5.2: The likelihood of exposure depends on a number of factors:

- the hazard itself
- the type of work to be done (task)
- how the work is to be done.

The following factors need to be considered:

- The work area, for example, is it an enclosed space or well ventilated?
- The type of pesticide being used - is it a powder, vapour, liquid or gas?
- What effect will the environment have on the pesticide being used?
- Are workers using the personal protective equipment prescribed on the label or in the MSDS?
- Are engineering controls, such as mechanical ventilation, currently used?
- How often is the pesticide used?
- What is the likely airborne concentration of the pesticide in comparison to the exposure standard?
- What is the likelihood of spray or dust drift and factors such as particle size, wind speed and temperature?
- Can people access a treated area or come into contact with hazardous residues?
- Will there be contamination near areas where food is produced, stored or used?

Step 5.3: The length of exposure

The length of exposure to a pesticide directly affects the dose absorbed by the body. The pest management technician will need to consider the possibility that other people will be exposed to the pesticides they use when treating an area. This may include home owners, office workers, pedestrians and domestic pets that have access to the treated area.

Pest management technicians who use a pesticide every working day will have a much higher potential exposure than people who only use pesticides occasionally.

Contact time and contact area of skin are important in estimating the dose. Skin contact can be estimated by observing the actual circumstances of the work activity.

Is the appropriate personal protective equipment being used? For example, if a knapsack spray is being used and a pesticide leaks out of the unit and over clothing, the pest management technician will be in contact with the pesticide until the contaminated clothing is removed. If the clothing is not immediately removed, this will increase the length of time when skin absorption may occur.

Step 6: Determine the significance of the risk

The pest management technician will need to determine how significant the risk is. A 'significant risk' means that the work could adversely affect the health of people in the workplace. The pest management technician should consider all pesticide applications in terms of possible health effects. Appendix 5 includes an example of a risk assessment of hazardous substances form. It is a guide only and may be modified for use.

Significant risk is indicated when:

- the chance of exposure to the pesticide is high
- the potential health effects are severe, in which case both the chronic (long term) effects and the acute (short term) effects should be considered. The MSDS should be consulted.

Note: Particular groups are more susceptible to pesticides than others. The pest management technician should consider the effect that the pesticides may have upon the elderly, the very young, household pets and native wildlife.

The four categories of risk are:

1. No significant risk: it is unlikely that the work will adversely affect the health of people in the workplace. This may be an appropriate conclusion if all the label and MSDS instructions and personal protective equipment are followed, or in the case of using a product under an APVMA permit.

2. The risks are significant but effectively controlled: consider if there is a need for monitoring or health surveillance.

3. The risks are significant, and not adequately controlled: consider immediate control measures or redesigning the process, and then determine if monitoring or health surveillance is required. Seek expert advice if needed.

4. There is uncertainty about the risks: there is not enough information about the hazards or there is uncertainty about the degree of exposure. Seek expert assistance, or more information, to do a more detailed assessment.

Step 7: Identify actions resulting from conclusions about risks

If the work evaluation shows that exposure is, or can be, readily controlled in accordance with the MSDS and label, then it could be concluded that there is no significant risk to health. The risk assessment is complete. This will usually apply to pesticide use if the label and MSDS directions have been followed. The record of assessment may just be a notation on the relevant MSDS in the register (kept by the employer or self-employed person). Risk assessments on specific jobs may be noted on job cards.

It may be necessary to include a note on the conditions of use such as not using the pesticide when it is too hot or too windy.

Where the assessment indicates that there is a significant risk to health:

- select appropriate measures to achieve and sustain control (see section 7)
- ensure that those control measures are properly used and maintained
- arrange induction and training, especially in areas where the assessment indicates risks are not easily controlled
- determine if air monitoring or health surveillance is required, and whether or not it is needed on a regular basis. See section 6.5 for more advice on health surveillance.

Air monitoring may be useful in fixed locations, such as indoors. Such measurements are normally undertaken and interpreted by a qualified occupational hygienist. However, it may be appropriate to assume that they are exceeded, for example, if an aerosol or suspension in the air is produced, in which case the risk assessment could be based on that assumption.

Step 8: Adopt control measures and review regularly

Record conclusions about risk and controls. Details of recording an assessment of risk and the controls chosen are covered in the next section on control measures (section 7.3). Once controls are introduced their use and effectiveness should be reviewed regularly.

6.5 Health surveillance

Advice on when health surveillance is necessary should be sought from an appropriate medical practitioner. This includes specialist occupational physicians; state and territory regulatory authorities may have listings of appropriate medical practitioners.

The following advice is a guide to when such advice may be required and the steps to take.

Health surveillance of workers is the health assessment of a person to identify any changes resulting from exposure to a pesticide. It may involve a medical examination and taking blood or urine samples. Adverse results would indicate the need to revise the risk assessment and implement better control methods.

Health surveillance is not the primary means of managing occupational exposure and is not an alternative to control measures. It is used to:

- check control measures by confirming that the absorbed dose is below the accepted level (the dose may arise from either use or contact with treated areas or pesticide formulations)
- detect biological effects requiring cessation or reduction of exposure
- collect data to evaluate the effects of individual exposure over a period of time (for example to see if it is increasing or decreasing).

6.5.1 Requirements under hazardous substances legislation

Legislation may require that health surveillance be undertaken for employees using the following pesticides:

- organophosphate pesticides (identified by the word 'anti-cholinesterase compounds' on the label or MSDS, but not carbamate pesticides)
- inorganic compounds such as arsenic trioxide.

The legislation may also require health surveillance for employees who have been identified as having a risk to their health, if a suitable method of examination or biological test is available.

Tests are available for some herbicides, and pesticides containing heavy metals, such as chromium. The effect of exposure to anticoagulant rodenticides, such as bromadiolone or brodifacoum, can be detected by measuring the ability of blood to clot.

6.5.2 When health surveillance should be undertaken

Health surveillance should be undertaken in the following circumstances:

- At the onset of poisoning or symptoms of exposure. Poisoning can result from either a single large dose or through cumulative effects of small doses over a number of days. If pesticide poisoning is suspected, always arrange for a health check the same day, or as soon as practicable.
- Where it is suspected a worker may have been exposed to pesticides or where poisoning may have occurred, whether or not symptoms have been noticed.

When using organophosphate pesticides:

- establish a baseline at a time when there has been at least four weeks without exposure. This is to establish a baseline cholinesterase level in each individual worker prior to exposure where organophosphate pesticides are used. It is recommended that blood be taken again within a few days of using the pesticide. To assist the medical practitioner, each worker should bring a written record of the names of the pesticides and dates of use (a copy of the record of use form).
- for very occasional use no test is needed unless the person has symptoms that could be related to exposure. Very occasional use is a period of half a day per month or less.
- intermittent use is two or three days at a time, all day, with gaps of a month or more between use. A test during a period of use provides feedback on the effectiveness of control measures.
- Seasonal use is four days per week or more, for periods of a season. Test early in the season (for example, on the last day of the first week, when work practices have settled) to check on the effectiveness of control measures. The medical practitioner will judge the need for further tests based on the nature of the work and previous test results.

Public health (environmental health) and/or occupational health and safety inspectors may order health surveillance for persons suspected of pesticide exposure including:

- employees
- licensed pest management technicians who are self-employed persons.

6.5.3 Arranging health surveillance

An appropriate medical practitioner should be consulted for advice and to supervise the health surveillance program. If health surveillance is required, the employer should:

- consult with employees and inform them of the purpose, procedures and need for health surveillance
- seek advice from the medical practitioner or the state/territory occupational health and safety regulator on how frequently it should be done (the medical practitioner must follow the health surveillance procedure listed in the legislation if the risk assessment shows a significant risk of exposure to these chemicals)
- arrange for appropriate people to carry it out (for example, a person to take blood or urine samples)
- provide the supervising medical practitioner with access to a list of hazardous substances and pesticides for which the health surveillance is required, the MSDS, the exposure standards and discuss the results of the risk assessment reports
- make acceptable arrangements for employees to participate in the health surveillance program
- pay the expenses of health surveillance for employees (including wages)
- keep records of health surveillance in a confidential file. The local state or territory occupational health and safety legislator should be contacted to determine the personal health records required to be kept, the length of time these must be kept for and the procedure for record maintenance should the business close.

Advice for medical practitioners is provided in publications and guidelines published by the National Occupational Health and Safety Commission (formerly known as WorkSafe Australia) on their website www.nohsc.gov.au. Health surveillance forms for workers, using organophosphates for example, are included in Appendix 6. These are a guide only and may be modified for use.

6.5.4 Results of health surveillance

The interpretation of health surveillance results is the role of the medical practitioner, whose advice must be followed by the employer.

If adverse results are obtained from health surveillance, action must be taken. These results can be used to identify where excessive exposure has occurred. Jobs and tasks must then be examined and control measures introduced or reviewed to prevent recurrence. More frequent testing or examinations may be necessary for individuals showing an adverse effect.

6.7 High risk activities - a checklist

Some activities create a high risk because they expose people to situations in which the pesticide can be easily absorbed. These must be given special consideration when conducting a risk assessment. Examples are when pesticides are handled or used in the concentrated form (for example, when mixing) or when application techniques may cause excessive exposure.

The following list of tasks includes examples of activities that could be included in a checklist:

- mixing and loading
 - handling liquids or dust in concentrate form
 - pouring concentrates under awkward conditions where splashes are highly likely.

- bulk tanks
 - filling tanks above head height increases risk of spills if manually performed
 - operator is wet from waist down when adjusting nozzles
 - operator blows or sucks blocked nozzles.
- blower misters
 - blower misters create a fine mist which remains in still air for long periods or could drift to neighbouring properties, high exit velocity from blower can cause widespread contamination.
- knapsack and other hand held equipment
 - leaking equipment wets back, buttocks and legs of the operator, hot working conditions increases operator absorption, incorrect use of handpiece can cause spraying onto feet and legs leading to a high skin absorption rate
 - spray drift, particularly when applying fine droplets
 - spraying above shoulder height may cause the operator to be covered by blow back of mist leading to exposure by skin contact and inhalation.
- enclosed spaces or confined spaces. When entering buildings, where atmospheric contaminants and asphyxiants will not disperse quickly, consider:
 - the asphyxiation risks arising from the use of gaseous propellants and dispersants such as carbon dioxide
 - higher temperatures in areas such as roof cavities may increase the risks
 - entry into building cavities such as under-floor areas or roof spaces may include confined spaces
 - hazards posed by mould spores, sewerage leaks, gas leaks and vermin
 - there may be a need to check oxygen levels
 - exhaust fumes from pumps powered by petrol or diesel driven internal combustion engines may create an additional hazard.
- fumigation
 - fumigants are gaseous and lethal by inhalation. Consider the risk of hazardous residues in area or material fumigated and the need to control entry by non-authorised persons.

6.8 Further advice on assessing health risks

Additional advice on the assessment of health risks is provided by your state and territory occupational health authority and the National Occupational Health and Safety Commission *Guidance note for the assessment of health risks arising from the use of hazardous substances in the workplace* (www.nohsc.gov.au).



7. Risk management

Legislation requires control measures to be adopted that eliminate or minimise the exposure of any person to a pesticide (if classified as a hazardous substance), as far as is practicable.

The purpose of control is to eliminate or reduce exposure to pesticides in the actual circumstances of use. It may be necessary to adopt more than one control measure to reduce exposure. Also consider controls that reduce environment impact, including the reduction of waste. Take the registration conditions on the label of pesticides into account when considering the practicality of control measures.

Workplace exposures should always be kept as low as reasonably achievable even where occupational exposure is quantified and exposure standards met.

7.1 The control hierarchy

The hierarchy of control will help people decide the best way to control risks. The hierarchy ranks control measures from the most effective to the least preferable. However, not all types of strategies will be practicable and a combination of various types of controls may be needed for best exposure protection.

Methods of risk control should be considered and adopted in the following order:

7.1.1 Elimination and reduction

The use of a pesticide can be reduced or eliminated by removing the pest through manipulation of the environment, resulting in environmental benefits due to less waste and residue. Consider practices that use:

- better hygiene
- removing pest breeding areas and harborage
- pest proofing/exclusion and checking incoming products
- biological control and beneficial insects
- resistant plant or grass varieties wherever they present a feasible alternative
- physical barriers
- biotechnology and the use of an integrated pest management (IPM) systems, which can reduce the amount of pesticides used. Pesticides that are not registered with APVMA should not be used. Pesticides must not be used in a manner contrary to the label directions. Some pesticides require a permit or are restricted in their use under state/territory control of use legislation.

7.1.2 Substitution

It may be possible to substitute a pesticide with a less hazardous one without leading to less effective pest control. Examples of substitution include:

- using a less toxic pesticide
- using a less volatile pesticide
- altering the physical form, such as replacing an emulsifiable concentrate formulation with a granular formulation or using encapsulated products to reduce handling risks
- purchasing only returnable or reusable containers.



7.1.3 Isolation

Isolation of the process can be achieved by distancing it from the rest of the workplace or by installing a physical barrier between the process and any person or entity likely to be affected. Examples of isolation include:

- separate areas used for storing, mixing and preparing pesticides with limited access to all but properly authorised employees
- pesticides in a vehicle should be isolated from the driver and passengers during transport
- storage in a separate room or building.

7.1.4 Engineering control

An engineering control is a system that:

- minimises the generation or emission of a pesticide
- suppresses or contains a pesticide within a controlled area
- delivers the pesticide in a way that reduces misting.

Types of engineering controls include the choice of application equipment, a local extraction ventilation system or an automated process. Consider engineering controls for work indoors if air contamination is likely, for example, in a greenhouse.

Examples of engineering controls include:

- using an extraction ventilation equipment (ventilator) to remove vapours after treatment
- changing nozzle parameters or droplet size or spray pattern
- using a purpose designed workplace with good natural or mechanical ventilation (adequate air movement)
- use of building ventilation systems ensuring air is ducted externally and not recirculated
- use of low volumes of pesticide when treating buildings
- closed measuring and loading systems.

7.1.5 Administrative controls and work practices

Administrative controls include work practices that can be adopted to control risks. These controls include taking weather conditions into account, the time of work, hours of work restrictions, who does the work and who has access to a work area or pesticide store. Administrative controls are implemented to ensure safe work practices are adopted in the workplace and that the environmental impact is minimised.

Examples of administrative controls include:

- reducing the number of people exposed and excluding non-essential personnel from the area, for example, treating an office building after normal working hours
- limiting the time period of exposure for an employee
- prohibiting eating, drinking and smoking when handling pesticides
- providing and ensuring the use of adequate facilities for effective decontamination, such as washing facilities
- ensuring that outdoor tasks are done at the most appropriate time of day to minimise heat stress or spray drift

- correctly calculating the area to be treated and the amount of spray required (this has the added benefit of minimising the amount of pesticide used and costs)
- only mixing the amount of pesticide necessary for the job
- notifying other persons, such as neighbours, the public who use parks or greens or other building occupiers, other visitors to the site, staff or users (for example, by the use of signs)
- placing signs around treated areas indicating the hazards; these should be posted and remain in place until the product has dried or dissipated and should be placed for schedule 6 and 7 chemicals (refer to individual state or territory legislation for specific signage requirements)
- establishing procedures for disposal of waste and containers (see section 8.4).

7.1.6 Personal protective equipment

Personal protective equipment (PPE) should be used as specified on the product label and only be relied upon where it is not possible to control exposure by one or more of the above measures or, even when used, control is not adequate. In some circumstances, PPE is the only practicable method. PPE should be used:

- according to instructions on the label
- in an open field situation where engineering controls are not available
- when mixing, decanting or spraying
- in some circumstances as a back-up for other control measures.

7.2 Selection, use and maintenance of personal protective equipment

Employers should ensure that:

- all PPE is appropriate for the task (see section 7.2.1) as nominated on the label
- PPE is of the appropriate size and fit for the employee
- PPE is readily available, clean and in fully operational condition
- employees are trained in the use of the PPE, including the selection and maintenance (and, where appropriate, when to discard disposable PPE)
- any maintenance such as cleaning is carried out according to manufacturers' instructions
- the likelihood of a secondary injury risk due to wearing PPE, such as skin rash or heat stress or dehydration caused by unsuitable clothing and hot conditions, is assessed. A suitable control measure would be avoiding chemical use during the hottest part of the day.

7.2.1 Selection

Protective equipment in use should have the appropriate Australian Standard (AS) number on the label (some states or territories may require other occupational health and safety approvals). Various standards not only provide specifications but also indicate the type to be selected. Guidance is given below.

Use labels and MSDS as a guide. If in doubt about suitability, ask the supplier for a recommendation. Also check the supplier's specifications.



7.2.2 Eye protection

Eyes are the most vulnerable parts of the body to chemical or physical damage, and the most difficult to repair surgically. In any area where there is the possibility of flying objects or where chemicals might splash, appropriate eye protection must be worn. This could be in the form of safety glasses, goggles, a face shield, or full-face respirator. Splashes are most likely when mixing, pouring and loading application equipment.

Select eye protection that complies with *AS 1337 Eye protection for industrial application*.

AS 1336 Recommended practices for eye protection in the industrial environment gives the requirements for the selection of the correct type of eye protection. If ordinary spectacles are worn, it may be necessary to wear coverall safety glasses or a face shield over the top. Prescriptive eyewear is covered in AS 1336.

7.2.3 Gloves, aprons and other equipment

Gloves should always be worn during cleaning operations to protect the skin from the corrosive effects of cleaning agents. Gloves may also be necessary when decanting or preparing chemicals. Check the MSDS for glove type. Also confirm with the glove supplier the suitability of the glove provided for the chemical used. Rubber gloves are usually not sufficient.

Select gloves which comply with *AS 2161 Protective gloves and mittens*.

7.2.4 Respiratory protection

In some situations, respiratory protection will be necessary. An example is the use of pesticides, where the pesticide label specifies the use of a respirator or protective equipment. Sometimes the labels will use phrases such as 'avoid inhalation of spray, or vapour or dusts'.

Select respirators that comply with *AS/NZS 1716 Respiratory protective devices*.

Respirators should be used, stored and maintained in accordance with the *AS/NZS 1715 Selection, use and maintenance of respiratory protective equipment*. A respiratory program conforming to section 7 of *AS/NZS 1715* would ensure maximum efficiency of the respirators.

7.2.5 Footwear

Footwear is an important safety item. Good soles provide a sound grip preventing accidents caused by slipping. Footwear can also protect feet from mechanical or chemical damage. Gumboots are often practical when carrying out preparation or application where splashes are possible.

In some cases, safety footwear is necessary. Select footwear that complies with *AS 2210 Occupational protective footwear part 2 specification*. This standard provides information on the suitability of footwear, sole designs and materials for different types of surfaces.

Where impact, cuts or pesticide spills are probable, the footwear should comply with *AS 2210 (Part 1)* which provides information on selection, care and use.

7.3 Recording control measures

As part of the risk assessment report, records should be maintained that confirm that exposure to pesticides is being controlled. The local state or territory occupational health and safety legislator should be contacted to determine the personal health records required to be kept, the length of time these must be kept, and the procedure for record maintenance should the business close.



7.3.1 Content of the record

The record should show the degree of the risk and how decisions were made concerning:

- the selection, design, construction or adoption of any control measure used
- the selection and use of any PPE
- the arrangements for training to ensure an appropriate application procedure is followed and the equipment is correctly used (unless the operator is licensed)
- suitable weather conditions and restrictions on the pesticide use if the weather is unfavourable.

7.3.2 Form of the record

For most users a simple report attached to the original MSDS or written on the MSDS and dated would be sufficient (this must be kept by the employer or self-employed person for at least five years).

For example, if the MSDS for a pesticide states:

‘Do not use in a confined space.’

‘Wear a respirator or avoid inhalation of vapours’

then, in response, the MSDS should be noted as follows:

‘Do not use in a confined space unless certain ventilation methods are used.’

‘Details of the respirator/canister selected, including manufacturers advice.’

For a large operation, where the same pesticide may be used by groups of employees involved in different tasks and where there are many work units, the assessment record should include many of the items in the following list.

The range of topics on a complex assessment report include:

- description of work unit
- name of assessor or assessment team
- personnel covered by the assessment
- work area, date and time of assessment
- a list of chemicals used in that work unit
- summary of the task(s) of the work unit
- risk identification including all risks to health and safety
- conclusions about the level of risk
- recommendations for control measures and training
- signature of assessor
- signature of employer.

In addition, the day-to-day use of control measures can be recorded on the same form used for recording chemical use. This will help people check that controls are being used. Controls can be recorded on a risk assessment record form.

8. Recommended pesticide control measures

8.1 Fumigation controls

Persons carrying out fumigation should apply all of the procedures, including warning notices, in *AS 2476 General fumigation procedures*, except when using ethylene oxide. The standard refers to a number of NHMRC codes of practice for specific uses of certain fumigants. These should be followed where applicable.

Employers must ensure that fumigation is carried out by a licensed fumigator only (see section 2.8).

The risk assessment should examine the risks of hazardous residues and the need for precautions when opening fumigation rooms, cabinets or transport containers.

8.2 Spray drift

For the purposes of these guidelines, 'spray drift' refers to all pesticide drift or trespass onto non-target areas. As legislation relating to spray drift is constantly under review, you should carefully check your state and territory regulatory jurisdictions for the most recent information.

To reduce risks from spray drift:

- check wind speed and direction (see section 8.3)
- use a formulation or product that reduces spray drift (if available) or an alternative application method (if permitted on the label)

Note: Some formulations are more volatile than others. Low volatility formulations are preferable in areas where exposure of others nearby is possible, or where elevated temperatures may occur after spraying. Dust can ionise and suspend on a dry day, creating drift.

- choose equipment that is designed to reduce or eliminate drift, if permitted by the pesticide label. Equipment should be used according to the manufacturer's instructions and be chosen for the particular pesticide and target requirements.

For each type of application equipment, variables such as nozzle type, aperture, hydraulic pressure and height of delivery, will affect the size and movement of droplets produced and the efficiency with which they impact on the target. Application equipment needs to be set up to maximise pest control efficiency and to minimise spray drift.

Spray volume should be controlled by changing nozzles and not by varying pressure. A higher pressure generally forms a finer spray that may drift excessively.

Droplet drift is reduced if the release height is as low as possible. However, if the release height is too low it may be difficult to obtain a uniform spray pattern.

Non-drip valves and recirculating systems should be used where possible. Pressure gauges should be maintained and functional. Ensure that the spray rig is calibrated accurately and frequently.

Calibration and maintenance should be undertaken regularly and include checks of nozzle performance and wear, pressure, the accurate working of gauges and regulators, spray output, filters, and the speed of ground rigs.



8.3 Weather conditions and time of day

If conditions are not suitable to minimise potential risks from drift, the spray operation should be delayed until conditions are suitable. This should be included in a generic risk assessment.

It is preferable to use technologically superior spraying equipment, which may allow spraying to occur in a wider range of weather conditions without creating a drift hazard.

Ideally, relative humidity should be high and temperature not greater than recommended for the use of the product.

Rain may cause run-off of the pesticide, and this should be considered in the assessment of environmental risk. Check the rain-fast period. Pesticides must not be applied if rain is likely to wash the pesticide from the site of application.

8.3.1 Field application

If spray drift is possible (for example, an aerosol will be produced), ensure that spraying is done in cross-wind conditions rather than directly into or with the breeze. Spraying should only take place when the breeze is blowing away from an area that may be at risk from drift. High temperatures may cause smaller droplets or vapourisation which may increase spray drift.

8.3.2 Treatment in and around buildings or small areas

Calm stable weather conditions may be appropriate, and preferably early in the morning or late in the afternoon when the public, and insects such as bees, are at minimal risk.

8.3.3 Treatment in public places

The highly visible nature and risk of exposure to the public of pesticide application in public places means that there is a clear expectation that pest management technicians will recognise the *Guide for spraying in public places* (see Appendix 7) as a minimum standard for these operations.

8.3.4 Treatment in and around schools and school grounds

The use of pesticides in schools can invoke a high degree of community concern. Further information and guidance can be found in the National Environmental Health Forum Monographs *Pesticide use in schools and school grounds* (enhealth.nphp.gov.au/council/pubs/pdf/pestschl.pdf).

8.4 Waste and disposal

Seek advice from the state or territory Environmental Protection Authority (EPA) about means for disposal of unwanted pesticides, for example, chemical collection programs.

Never dispose of pesticide waste or rinsates down drains, toilets, sinks, gully traps or into bodies of water.

Never dispose of pesticide wastes or containers into public litter bins, private garbage bins or leave out in the street for municipal collection.



8.4.1 Minimising disposal

Minimisation of use is an important way of reducing potential environmental and health harm. Consider eliminating or reducing pesticide use (see the hierarchy of control in section 7):

- choose the least persistent product available for the application (this may not be an option where persistence of a residue is required for effective treatment)
- purchase pesticides in reusable or returnable containers, if possible, or try to obtain recyclable containers
- cooperate with other commercial users to minimise the amount purchased
- minimise the number of articles (such as measuring containers, funnels and stirrers) used in preparation and application
- add rinsates to the tank of pesticide to be used.

8.4.2 Surplus or unregistered pesticides

The options in descending order of preference are:

1. If the pesticide is not registered, contact the manufacturer for advice on disposal.
2. If the pesticide is registered, use the pesticide for its intended purpose.
3. If the pesticide is registered and the container is sound and the label intact, offer surplus pesticides to another commercial operator who needs them for an approved use.
4. If the pesticide is not labelled or not usable, arrange for collection by a waste contractor and, if using a disposal contractor, ensure that the contractor is licensed to handle the pesticide to be removed.
5. Label and store securely, pending one of the above actions.

8.4.3 Burial of wastes on owner's property

Check local EPA or local government legislation and requirements before burying pesticide containers on a property.

8.5 Disposal of empty containers


Empty containers must be rinsed and disposed of or recycled in the manner recommended on the label. If manually rinsed, they should be triple rinsed.

Disposal of drums becomes a lesser environment issue if they are rinsed correctly.

8.5.1 Triple rinsing

An effective manual rinsing procedure is:

1. On emptying the contents into the spray tank, drain the container for an extra 30 seconds after the flow has reduced to drops.
2. Fill the container with clean water or suitable solvent to about 20- 25 per cent of its capacity.
3. Replace the cap securely.
4. Shake, rotate, roll and/or invert the container to wash all of the inside with rinse.
5. Remove the cap and add the rinsate from the container to the spray tank. Drain the contents for an extra 30 seconds after the flow has reduced to drops.



Steps 1 to 5 must be carried out three times.

6. Check the container cap, thread and outside surfaces and, if contaminated, rinse with a hose and hand wash to ensure all product residue is removed.
7. Let the container dry completely and replace the cap.

Various rinsing attachments and transfer systems that have flush and rinse cycles are available.

Containers should be returned to the supplier when they are marked 'returnable' or the label specifies return to point of sale. Where rinsed containers are stored, ensure that lids or bungs are removed to prevent re-use and that containers are secure. If not returned to the supplier, it may be appropriate to puncture or crush the container to ensure it cannot be used again.

Containers should not be burned. Explosions may occur and the smoke and fire products may be a risk to health. A container eligible for the drumMuster program should be retained uncrushed and taken to a drumMuster collection centre. Note that a crushed container cannot be inspected by a drumMuster inspector for cleanliness.

The decision on whether a landfill will accept a properly cleaned pesticide container rests with the landfill operator. Holders of such waste should discuss the disposal of these items with their local government authority.

For further information contact your local government, AVCARE, or consult the AgSafe *Standard for effective rinsing of farm chemical containers*.

8.6 Re-entry periods

The re-entry period is the period in which a treated area must not be re-entered by unprotected persons, including members of the public, after the application of a pesticide. This should be considered as part of the risk assessment. Workers and others must be advised of the correct time-lapse to avoid contact with hazardous residue. Consider this during the risk assessment, the choice of pesticide formulation and method of application. Note that it is intended that some treatments leave a residue.

If the re-entry period has been established, it should be stated on the label or other advice from the supplier.

In field applications, where no re-entry period is stated, wait at least 24 hours, subject to the risk assessment of hazardous residue, unless appropriate PPE is provided and worn as intended. For grasses, use the rain-fast period of a pesticide or the drying of the pesticide on the target as guides.

After the re-entry period has been observed, some PPE may be necessary if some skin contact or other exposure to hazardous residues is possible. Appropriate PPE should be indicated in the risk assessment.

Buildings should be ventilated according to the label and MSDS directions following the application of pesticide indoors. Dispersal of solvent vapours should be considered as part of the risk assessment. The atmospheric concentration of contaminants must not exceed the exposure limits after applying a pesticide indoors. It is important to consider this in relation to re-entry to the building by other persons.



8.7 Handling and contact with residues

Exposure may occur when:

- persons enter treated areas to carry out further work
- handling or packing dipped or treated materials or unloading containers
- dusts are produced when using mechanical equipment or bulk transfer
- fumigants are emitted during transfer for example from bulk silos
- unloading fumigation rooms or transport containers.

Evaluate the need for suitable PPE, such as gloves and respirators, in such situations.

8.8 Control of risks to other people at or near the worksite

Pesticides are often applied in places such as houses, workplaces, parks and clubs where the protection of other people is an important objective.

Rules to follow are:

- Do not allow others, including children, in the vicinity of the areas where pesticides are being sprayed or mixed, to prevent contact or exposure.
- Pesticides must be kept away from all unauthorised persons, including children. Keep vehicles carrying pesticides locked or supervised.
- After the application of pesticides indoors, make sure that hazardous residues are not left on surfaces or suspended in the air so that building users will not come into contact with excess pesticide residues which still present a hazard. For example, observe a re-entry period. Consider this during the risk assessment.
- Control spray drift risks. Notify the owner or occupier of the site prior to the commencement of spraying. Prior to commencement of treatment, advice should be given to the person in charge of a workplace to enable other users to be informed in an appropriate way. Persons in charge should consider advising all the tenants in a multi-tenanted building.

This advice should include the:

- type of pesticide to be sprayed
- time of spraying
- area to be sprayed
- precautions to be observed prior to application (such as emptying kitchen cupboards)
- re-entry period and other risks such as run off contaminating the environment
- hazards and risks associated with the pesticides to be used
- use of signs or barriers in multi-tenanted buildings, parks or greens.

Building or site owners can be notified at the time of providing a quote or job sheet.

Owners or occupiers should notify occupants or users by the use of signs or temporary fencing.



8.9 Checking controls and assessment of personal exposure

Check that procedures follow the label and MSDS recommendations. Use the following points as a checklist.

8.9.1 Preparing, mixing and handling concentrate


While preparing, mixing and handling concentrate:

- Care should be taken when handling concentrates and dusts, the time of greatest risk.
- Wear appropriate protective clothing and equipment and have an adequate supply of filters for the respirator.
- Preparation and mixing should be done in a well-ventilated area, for example outside, not in a garage.
- Stand up-wind while opening, pouring and mixing.
- Do not eat, drink or smoke.
- Avoid contact with the skin, eyes or mouth. If contamination occurs, wash the affected area immediately with copious amounts of water (if indicated by the label).
- Avoid preparing excess spray by effective and accurate calibration of equipment and calculation of the amount to be used (in accordance with the label instructions).
- The measuring and mixing process is the best time to wash empty pesticide containers. All pesticide containers should be triple-rinsed (see section 8.5.1). Where they are not recyclable, punch a hole to render them unusable. The water used to rinse the container should be added to the spray tank during mixing.
- Spills should be cleaned up immediately.
- Pesticides should be prepared in the application tank, or on a drip tray over an impervious surface, at least 15 metres from any waterway.

8.9.2 Using pesticides

While using or handling pesticides, you should:

- Avoid inhalation of pesticide vapours or dust.
- Avoid skin contact. If contact does occur, wash with copious amounts of water (check safety directions on label).
- Not eat, drink or smoke.
- Manage spray drift by carefully assessing wind direction and strength. Never spray in high winds, assess for weather conditions, and stop spraying if weather conditions deteriorate (see section 8.2).
- Avoid, as far as practicable, pesticide run-off to ensure that adjacent properties, persons, flora, fauna and waterways are not affected.
- Take steps to ensure the safety of occupants or users of treated facilities, buildings or areas (for example factories, grain storage areas). If you feel ill, or start developing symptoms, stop work and seek medical attention.
- Not use your mouth to blow or suck pipes or nozzles to clear them.
- Never leave unsecured pesticides unattended.



8.9.3 Clothing and equipment

When choosing PPE in accordance with the label, MSDS and risk assessment, use of the following items should be considered:

- cotton overalls buttoned to the neck and wrist
- pesticide resistant water-proof aprons when mixing or pouring concentrate
- gloves (pesticide resistant), preferably gauntlets, to be worn when handling or using chemicals
- a wide brim washable hat; if contaminated, the hat should be removed immediately and washed before re-use
- boots such as rubber or PVC; waterproof leggings provide additional protection; leather boots can absorb pesticide and cause exposure during high volume applications
- face shield or splash proof goggles when mixing or pouring; when spraying consider non-ventilated goggles
- an appropriate approved respirator, especially if exposure to spray drift is likely
- full face air-line respirator when working in enclosed spaces, depending on label and MSDS self-contained breathing apparatus for entry into confined spaces.

8.9.4 Washing and equipment clean-up

Regular cleaning and maintenance avoids the build up of residues in and on equipment. Contractors or employees who work at sites where there is no available water may need to carry water to enable prompt and proper clean-up.

Where appropriate after each application:

- remove any residue on external surfaces of equipment
- PPE should be worn during cleaning and must also be cleaned after use
- any pesticide washed from the tank should be reused or sprayed over the area just treated
- water used for hosing down equipment and machinery should be collected in a sump or soakaway pit
- remove and wash any contaminated protective clothing and equipment
- wash or shower thoroughly with water and soap (employers should provide adequate washing amenities including water, soap and towel)
- at the end of each day's operations change clothes, store and wash work clothes separately from other laundry (a special container may be needed for contaminated clothing)
- vehicles and equipment used to apply herbicides should be washed at least 15 metres from any waterway
- vehicle mounted spray equipment should be washed down on a hardstand area
- washdown water must not flow or percolate into any waterway or area of high water table.



8.9.5 Use and maintenance of respirators

- Ensure that the correct type of filter is used (see section 7.2.4).
- A maximum of eight hours of actual use is recommended. However, if the odour or taste of the pesticide is noticed, the filters should be changed immediately. See suppliers' recommendations for maximum filter use times.
- Ensure that the respirator is tested for a good comfortable seal on the face by following these procedures:
 - place the hands over the filter(s) and inhale; in the case of a good seal, the face-piece will collapse inwardly, and no leak can be heard
 - if air enters, tighten the fit by adjusting the headband.

Note: a proper fit cannot be achieved if the person has a beard or facial hair where the seal touches the face.

- Face-pieces are available in different shapes and sizes, it is important to ensure the type used provides a satisfactory seal.
- Face-piece, valves, filters and hoses must be in good condition and well maintained.
- Ensure the inside of the respirator is not exposed to any pesticide during use or storage.
- After use, remove the filters and wash the face-piece using warm water and soap.
- Many respirator filters absorb other fumes and pesticides in the air even when they are not being worn. This will shorten the use life of the filter. Keep the filter in an air-tight container when not in use.
- The respirator and filter(s) should be placed in a sealed plastic bag or container and stored in a clean dry place, away from the pesticide storage area.
- Each pesticide user should have their own face-piece. Respirators should not be shared, borrowed or lent without proper sterilisation.

9. Training

Under hazardous substances legislation, employers must provide induction and ongoing training for employees who are likely to be exposed to hazardous substances. The training must be commensurate with the risk to health and provided in an appropriate manner. Employers may, under some legislation, be liable for any breaches of legislation, where the breach resulted from the activity of employees.

Other legislation requires pest management technicians to be trained. This may be through an approved course, in addition to on-the-job training and supervision. A person may work and train, providing they are supervised by a licensed pest management technician. Training is also specified for fumigators. Other persons will have received appropriate training as part of an accredited course (for example, greenkeeping).

However, additional on-the-job training may be required, as outlined below.



9.1 Provision of training by employers

The detail and extent of a training program will depend on the hazards and risks associated with the pesticides used and the work procedures involved, and should be appropriate to the duties performed. This should be considered when doing the risk assessment. Consider fitting this in with other aspects of occupational health and safety training in the workplace.

An example of suitable training (for those not covered by the pest management licensing legislation) on the use and application of pesticides, is the Farm Chemical End User Training Course known as ChemCert training.

Induction training into the circumstances and equipment used in the workplace is necessary for new employees. Training should be considered when an employee is assigned to a new task or a new work area.

Training can be formal or on-the-job. It should take into account literacy levels, work experience and specific skills required for the job. It should be practical and hands-on where this is relevant. For example, hands-on training should be used for the use and fitting of PPE.

The following persons should have appropriate training:

- employees who are required to store or use a pesticide
- employees who are supervising others working with a pesticide
- those who are required to work in close proximity to where pesticides are stored and used, or who may come into contact with hazardous residue
- everyone likely to be involved in fire or emergency action
- casual or seasonal workers who may use or come into contact with a pesticide or hazardous residue.

9.2 Legislative requirements

A training program should cover:

- duties under occupational health and safety Acts and regulations, dangerous goods, public health and environmental legislation
- hazardous substances legislation and these guidelines
- advice regarding the pesticides that may be stored or used in the workplace
- the legal significance of a label and any restrictions resulting from it
- relevant and up-to-date legislation or guidance material relating to the transport, use, storage and disposal of pesticides.

9.3 Information on a substance

Where relevant, training should also cover:

- Recognising and interpreting the information on a label including:
 - safety directions and risk phrases
 - poison scheduling, dangerous goods and hazardous substances classifications and symbols
 - first aid and emergency procedures, and special directions
 - application rates, compatibility and withholding periods for pesticides.

- The importance of being able to:
 - know the parts of the label and the significance of the information in each part
 - extract and interpret information from a product label
 - relate the hazard to the Poison Schedule, dangerous goods classification and risk phrases
 - calculate the amount of pesticide to use to give the correct application rate.
- How to obtain access to the MSDS, and the information each part of the MSDS can provide.
- The selection, use, maintenance and storage of safety equipment required.
- Any work practice or procedure to be followed in any aspect of the use of a pesticide in the workplace, including any appropriate Australian Standard, codes of practice, WorkSafe code or NHMRC code to be followed (for example, for fumigation).
- Re-entry periods.

9.4 Personal safety


Where relevant, training should also cover:

- the exposure pathway into the body by pesticides
- the risks posed by pesticides commonly used in the particular industry
- the precautions to be taken for a particular task, including the use of machinery
- the risk assessment process
- control measures and maintenance
- the correct selection, use, fit and maintenance of protective equipment and clothing, including respirators and filters
- exposure controls when working in a truck or tractor cabin
- air monitoring (where indicated by the risk assessment)
- health surveillance (where indicated by the risk assessment)
- first aid and incident reporting procedures
- entry into enclosed spaces and any special precautions
- entry into confined spaces (where applicable) and the use of self-contained breathing apparatus.

9.5 Application of pesticides and environment safety

For those employees who apply pesticides, training should also cover the application of pesticides including:

- identification of pests
- selection of appropriate equipment
- importance of accurate and even application
- nozzle selection
- calibration for efficient application and reduction of spray drift
- calculation of the amount of pesticide to give the desired application rate

- 
- decontamination steps for equipment and clothing
 - disposal of waste
 - maintenance and cleaning of equipment
 - protection of others at the worksite.

9.6 Record keeping

Training should also cover the preparation and appropriate use of a pesticide application record sheet and storage records.

9.7 Emergency procedures

Training should also cover:

- protection of human life
- potential for environment damage
- spill control and initial measures to establish control in emergencies
- decontamination of the affected area or article
- first aid or incident reporting procedures where injury or illness to other persons has occurred
- arrangements for calling emergency services.

9.8 Review of training

Regularly review training when there is a change in:

- any hazard information available
- the risk assessment
- a work practice
- a control measure.

9.9 Records of training

The training program record should include:

- the names of persons providing and receiving training and date of attendance
- an outline of the course content
- where applicable, a pest management technician's licence number, permit number, or fumigation licence number and/or details of any courses they have attended (for example, certificate numbers for TAFE courses or end user courses).

Training records must be kept for five years.



10. Overview of transport and storage

Storage risks relate to emergencies, such as fires, spills, accidental exposure or ingestion. Accidents and spillages may occur when opening containers, handling or mixing pesticides (for advice on spills see section 14.1).

The exposure of any person close to an incident may be high. This can be controlled by reducing the likelihood of an incident occurring, and establishing emergency procedures to reduce its severity.

Some pesticides are classified as dangerous goods and have specific storage requirements above a certain amount. The requirements of the *Australian code for the transport of dangerous goods* (ADG Code) do not usually apply to the transport of pesticides in the course of a business using pesticides.

Pest management vehicles are unlikely to carry the volume of concentrate necessary to require dangerous goods placarding.

Vehicles used for pest management activities should be designed so that the pesticides are separated from the driver and other occupants, and restrained. Utilities or tray-top vehicles provide an in-built separation. Commercial vans or station wagons should incorporate an airtight partition between the seating area and the load carrying areas of the vehicle. The barrier should be able to restrain flying objects.

11. Pest management vehicles

When transporting pesticides:

1. Personal protective equipment (PPE), a change of clothes (in case of contamination), food, drink and medications, should be carried in such a manner to prevent contact with any pesticide in clean, sealed containers such as the driver's cabin.
2. Floors and walls of parts of vehicles carrying pest control equipment and pesticides should be impervious to pesticides. Restraints and buffers that are not impervious to pesticides should be readily disposable and replaceable.
3. The internal and external surfaces of the vehicle, and the surfaces of pesticide containers and spray equipment, should be kept free of pesticide contamination.
4. The vehicle should be kept locked to prevent public access to pesticides or equipment, and the load should be protected from the weather.
5. Do not accept or load damaged or leaking containers. Secure the load and limit its movement.
6. Gas cylinders should be restrained in an upright position. Gas cylinders should not be transported or kept inside a vehicle such as a van, without adequate and permanent cross-flow ventilation (for example a special ventilated compartment). Cylinders must not be carried externally to the vehicle. (External means outside the frame of the chassis work. Mounting on a trailer drawbar is acceptable.)
7. Tanks on the vehicle containing a mixed/diluted poison and/or hazardous substance should be labelled (refer to section 5.4).
8. Vehicles should be constructed in such a way to contain any leaks or spills.
9. State and territory legislation usually requires that vehicles used by a pest management technician displays, in letters and numbers that are clearly legible:
 - the name of the pest management business
 - the contact details (phone number) of the pest management business.

11.1 First aid requirements

First-aid requirements are usually found in each state/territory occupational health and safety legislation. Some jurisdictions are more prescriptive than others in relation to the requirement for employers to maintain a first aid kit and may specify the contents of that kit. However, whether prescribed by law or whether contained in a guide from the relevant occupational health and safety authority, a suitably equipped first aid kit should be kept in each pest control vehicle.

It is highly recommended that all persons involved in pesticide application be familiar with the first aid treatment of pesticide poisoning.

12. Storage of pesticides

The pest management technician should be familiar with State or Territory legislative requirements regarding storage of pesticides.

12.1 Storage quantities

A designated storage area should be used for pesticides, irrespective of the quantity stored. This may be a cabinet, part of an existing store or a purpose-built store. Reducing the quantity of pesticides stored is one of the most cost effective ways of reducing the risk. Some pesticides have a specified shelf life and do not retain their efficacy beyond the date. If this is the case, it will be stated on the label. Otherwise read the date of manufacture and use the oldest first. Storage of pesticides that are classified as dangerous goods of Class 3 should meet certain requirements, regardless of the quantity stored (see section 13.2).

12.2 Storage risks

When assessing risk for stored pesticides, consider:

- the quantity of pesticide to be stored
- the duration of storage
- the dangerous goods class, packaging group and the characteristics of the pesticides with respect to toxicity, stability and compatibility (see the MSDS or supplier)
- the requirements for separation of pesticides from other classes of dangerous goods, for example, Class 5 oxidising agents, such as solid pool chlorine, are incompatible with many other substances
- spillage control, fire rating and ventilation of the building
- emergency procedures and equipment needed in the store (consult the MSDS, ADG Code and local government requirements on fires and other emergencies)
- separation from other stores of chemicals; suitable separation distances, the isolation of spills and suitable emergency procedures should be considered even when small quantities of pesticides are stored for short periods; minimising purchasing not only saves purchasing costs but also minimises disposal costs
- limiting access to authorised persons only and maintaining a manifest of chemical identities and quantities stored; and keep storage facility locked at all times
- adequate natural or mechanical ventilation.



12.3 Storage design

A secure separate building, or a segregated area within a building, with:

- adequate natural or mechanical ventilation
- impervious floors with drainage into a sump
- concrete door sills
- concrete or block walls to a sufficient height to contain spills
- impervious shelving (or spill control trays on shelves)
- a lockable door
- a clean up kit for spills
- access to water for washing and cleaning
- storage area must comply with AS 2507 – 1998.

The walls (or bund) and door sill should be high enough to contain a spillage of 25 per cent of the total volume of packaged liquid pesticides, and at least 110 per cent of the largest package.

Provision should be made for drainage of spills and clean up water into a sump or pit that can contain the pesticide, clean up materials and the wash water. A supply of wash water should be readily available.

Good natural cross-flow ventilation should be provided with vents in opposite walls, above bund height. Substances should be stored at a cool temperature to prevent deterioration. The products should be protected from moisture so that packaging and labelling does not deteriorate (especially cardboard containers).

Check the MSDS for information on pesticide compatibilities and other advice in relation to storage. In some cases, specific Australian Standards for the location, design and separation distances of the store will apply.

12.4 Location, security and access to storage

When siting storage areas consider the following:


- locating the store or storage area separate from other buildings, dwellings, storage of foodstuffs or workplaces
- preventing accidental or unauthorised access to the storage area, such as keeping the store locked and fitting a child proof latch
- the risks to children, visitors to the workplace, and members of the public who are not familiar with the hazards of pesticides
- the dangerous goods class and packaging group of the pesticide stored and any separation distances required from other buildings or stores (including outdoor bulk tanks and drums of dangerous goods).

12.5 Pesticide containers

Pesticides must be stored in their original containers. However, if the container is damaged or leaking, transfer the contents into another correctly labelled container. Soft drink bottles or food containers must never be used for storing pesticides.

Ensure that all original labels remain legible and on the container.

Containers should be regularly checked. Containers that are leaking or corroded should be secured by placing in another container, such as an over-drum, or removed. Over-drums should be labelled appropriately.



Keep containers closed or the lids on while in storage. This helps to reduce dust and/or solvent vapours building up in the storage area. Do not store liquids above solids.

Some state and territory legislation provides further advice on requirements of containers for use in relation to pest management activities.

12.6 Emergency procedures

To assist with establishing emergency plans and procedures, refer to labels and MSDS for information about:

- emergency equipment such as the correct fire extinguishers (There should be at least one powder extinguisher within easy reach, but outside of the bunded area. The extinguisher should be serviced every six months. Check requirements of your local government authority.)
- training for emergencies
- clean up procedures
- flammability
- first aid kit.

The contact number for the National Poisons Information Centre, 13 11 26, should be displayed at the telephone nearest to the store, so that prompt advice can be obtained if someone is poisoned.

Some state and territory regulatory authorities have notification requirements regarding pesticide spillages and/or incidents.

12.7 After assessing storage facilities

Following the assessment of the risks of storage of pesticides:

- take steps to remedy any high risk areas and situations as soon as possible
- obtain a dangerous goods storage licence if necessary (see section 10)
- establish and display emergency procedures or review existing procedures
- improve the quality of storage areas where it is practicable
- make plans for the construction of future storage areas if necessary.

12.8 Storage assessment record content

In a storage assessment record, note down how all the factors in this section have been addressed. A single site assessment record should be adequate in most workplaces or storage sites.

13. Dangerous goods legislation - storage and licensing

13.1 Classification of dangerous goods

Licences or notification may be required for those pesticides which are classified as dangerous goods and are:

- toxic gases (poisonous gases Class 2.3)
- flammable liquids (Class 3)
- toxic substances (poisons Class 6.1)
- flammable solids (Class 4)
- corrosives (Class 8).

Dangerous goods licensing requirements are also determined by the packaging group within classes 3, 4 and 6.1. Check your state or territory jurisdictional authority for specific legislation. They will also be able to provide you with a dangerous goods licence application form if required. It includes notes on how to fill out the form and a contact number for further inquiries. It also includes guidance on licensing amounts for classes of dangerous goods not covered in these guidelines. Special storage conditions may apply to those who need a licence. A national dangerous goods licensing standard is gradually being adopted across Australia.

Some fumigants may be classified as Class 4.3 or may fall into another class in some forms. For example, the grain fumigant aluminium phosphide is Class 4.3 (PG I, if UN 1397) in the form of crystals, but in the form of waxed pellets and tablets it is Class 6.1 (PG II or III). The hazard of Class 4.3 is that they evolve flammable or toxic gases on contact with water. This makes firefighting with water particularly hazardous.

13.2 Conditions for storage and handling Class 3

Flammable and combustible liquids should be stored in accordance with *AS 1940 - The storage and handling of flammable and combustible liquids*, regardless of the amount. This applies to packages, such as drums, as well as bulk tanks and pesticides of risk Class 6 and sub-risk Class 3. All above-ground bulk tanks must have spillage control or bunding. The storage requirements depend on whether it is a residential site, warehouse, factory, on open land and so on.

The following conditions apply regardless of the amounts stored:

- The storage must not be near heating or ignition sources such as stoves, heating appliances, light switches, welders, or similar ignition sources.
- Packages must be kept closed when not in use. Opening a package of flammable liquid or decanting (pouring) from it should be carried out in a well-ventilated area, away from potential ignition sources and away from combustible material or residues.
- Flammable liquids must be moved from storage to the point of use in a manner that minimises the possibility of spillage or fire.
- Flammable and combustible liquids must not be stored or used where they may jeopardise escape from a building in the event of fire.
- Persons who handle flammable and combustible liquids must be trained in the hazards involved.
- Any spillage must be cleaned up immediately and the materials used in the clean-up must be disposed of properly.
- Any materials which may interact dangerously if mixed, must be kept apart to minimise the possibility of interaction.

- Packages must not be pressurised to transfer contents, unless they have been specifically designed for this.
- Packages should be stored on shelves or in cupboards. Do not keep liquids above solids.
- Flammable liquid signs for the storage area of under 100L are not required, but they are recommended.

13.3 Warning signs

Store the goods in a secure area marked at the door with the appropriate signage as recommended in the ADG Code and AS 2507-1998. There should also be a sign - 'NO SMOKING - KEEP FIRE AWAY' at the entrance. If the goods are kept in only one part of the building, put another diamond sign next to or above the actual storage area.

Those liquid poisons (Class 6.1) that have a sub-risk of Class 3 (flammable) can be stored with flammable liquids (Class 3, see above). Look for both diamonds on the container.

14. Planning emergency procedures

Employers should develop procedures for the management of spills, fires, first aid and the notification of accidents.

In an emergency, the safety of all personnel must be ensured. If the emergency cannot be dealt with immediately, raise the alarm and call the fire authorities.

Use an MSDS to plan emergency procedures. Check the pesticide compatibility with water and the firefighting equipment and first aid, which may be required.

14.1 Spills

To avoid spills, do not use leaking containers or equipment.

Manage spills by applying the following the three Cs:

- 1. CONTROL the spill**
- 2. CONTAIN the spill**
- 3. CLEAN UP the spill.**

1. CONTROL the spill

Controlling the spill involves two primary activities:

1. Isolate the spill. This involves protecting people and animals in the immediate spill area and could include the following:
 - wear PPE and work up-wind of the spill
 - evacuate non-essential persons from the immediate area of the spillage, keep bystanders away (for example, rope off the area)
 - ensure that the spill site is not left unattended
 - notify relevant supervisors and/or authorities (for example, police if spill is on a public road)
 - keep flames away from spill area.



2. Take immediate steps to control the flow or spill at its source. This could include the following:

- close valves and turn off pump
- manage leaking containers by either positioning container to minimise further spillage or decant leaking containers into suitable temporary container.

2. CONTAIN the spill

Containing the spill involves minimising the spread of spill any further environmental contamination. This could include the following:

- blocking drains with plastic, sand dykes
- using absorbent material or soil to stop further flow
- using a shovel or other equipment to dig a temporary containment trench (especially if waterways are threatened).

3. CLEAN-UP the spill

Cleaning up the spill involves two primary activities:

1. Removing the spilled product from the site. This could involve the following steps:

- in the case of liquids, using absorbent material to soak up excess spillage
- in the case of dry chemical spill, minimising dust drift by slightly wetting (if appropriate) or covering with plastic sheeting
- shovelling contaminated material into drums or heavy duty plastic bag (whichever is appropriate)
- disposing of contaminated materials at an approved site.

2. Decontamination of the site. This can include:

- decontamination of the spill site using appropriate neutralising agents. It may be necessary in some cases to either remove soil or dilute traces of concentrates if appropriate
- decontamination of cleanup equipment. Any absorbent materials such as rags and mops should be disposed in the same manner as the spillage material
- decontamination of PPE and persons involved in the clean-up.

Information on appropriate decontamination can be sourced from Material Safety Data Sheets, chemical manufacturers and agencies such as AgSafe.



14.2 Fires

Where a fire occurs in a pesticide store, first attempt to control the fire. If you cannot safely control the fire:

- call the fire fighting authorities
- if the fire cannot be quickly extinguished with the dry chemical extinguisher, then the appropriate fire control agent, usually a water fog or foam, should be used (water can be used to keep containers cool)
- instruct bystanders to keep up-wind of the area and not enter the fire area unless suitably protected
- be prepared to have a pesticide manifest to give to the fire fighting authorities
- wear a full face respirator with a self contained air supply, which is considered minimum protection, for entry to the fire area
- consider the option of leaving the fire to burn and limiting its spread.

14.3 Emergency treatment - first aid procedures

- Contact the Poisons Information Centre on 13 11 26 for specific advice. There may be a need to call Emergency '000' (or from a mobile telephone '112').
- Read and follow the instructions on the label.
- If the sufferer is unconscious, do not induce vomiting and do not administer anything by mouth.

First aid is only the first step, and is not a substitute for full professional medical treatment. Following first aid, take the sufferer to a doctor or hospital along with the pesticide container or label or MSDS.

- If the pesticide has been spilled on the skin or clothing, remove the clothing immediately and thoroughly wash the skin with water or soap. Do not scrub the skin harshly and do not use ointments, powders or medication unless instructed to do so by a doctor.
- If the pesticide has been inhaled, get the sufferer to fresh air and keep them lying down, warm and calm. If breathing stops, use mouth-to-mouth resuscitation.
- If the pesticide has splashed into the eye, hold the eyelid open and gently wash the eye with clean running water for 15 minutes. Cover the eye with a clean cloth and seek medical attention immediately.
- If the pesticide has been swallowed, read the instruction on the label - it will direct whether or not vomiting should be induced. Examples where vomiting should not be induced are pesticides which are petroleum based ('emulsifiable concentrate') or corrosive (acid or alkali).

14.4 Notification of illnesses

Occupational health and safety legislation in each state and territory requires the notification of any work-related illness suffered by an employee resulting in death or a continuous period of at least seven days (this number may vary with each state and territory) during which the employee is unable to perform their usual duties or is absent from work.

Employers must keep various records relating to their employees. Check with your state or territory regulatory authority as to record keeping requirements.

15. Records

15.1 Legal requirements for record keeping

Record keeping requirements may vary between state and territory regulatory authorities. You should check to ensure your record keeping is adequate.

To assist risk management, accurate records should be kept of all aspects related to the assessment and control of pesticide storage and pesticide use. Records should be made on prepared forms so that they can be easily completed and understood. Computerised records are acceptable, providing employees are trained to use these.

For pesticides classified as hazardous substances, it is compulsory under the hazardous substance legislation for employers and self-employed to keep:

- a list of all pesticides and any other hazardous substances stored or used on the site
- a register of MSDS (Material Safety Data Sheets), each one of which must be less than five years old.

Employers must also keep the following records:

- risk assessments indicating a significant risk to employees at the workplace
- records of health surveillance
- records of monitoring
- records of training.

Suitable record forms should be available from your occupational health and safety authority. Keeping these records is good practice, even if it is not a legal requirement. Some of these may be combined with other occupational health and safety records for the workplace, for example records of training or health surveillance.

15.2 Types of records


15.2.1 Register

A register is a listing of all hazardous substances in the workplace. This includes a list of the pesticides kept in a central store or a pest control vehicle. The minimum contents of a register are a list of all hazardous substances used or produced in the workplace, and the relevant MSDS. An example of a form (inventory form) to list these pesticides is in Appendix 8. This form is a guide and may be modified for use. Dangerous goods should also be included on the register. For pesticides purchased and used on the same day, a record of use is a sufficient list (see section 15.2.2, but MSDS must be kept).

15.2.2 A record of pesticide use form

Details should be kept of:

- pesticide(s) and chemicals used
- the name of the person who applied the pesticide
- date of use
- address or location of area where the pesticides were used
- application rates
- mixing rates

- 
- location of the application areas (within premises or property)
 - the target pests.

A method of keeping these records is for pest management technicians to retain copies of quotations, job sheets, invoices or receipts as a record of this information, providing all relevant details are shown.

15.2.3 A storage site assessment record

A storage site assessment record covers all activities related to the storage of pesticides, including facilities for mixing and disposal. It should show how the risk factors are addressed. It should be reviewed yearly or when a new pesticide is introduced or a work practice is changed. It can be combined with the register if these are the only pesticides in use.

15.2.4 Pest management vehicle assessment record

Where a vehicle is in regular use, a record should be kept of:

- how PPE is kept in the vehicle
- the condition of containers, tanks and equipment
- checks for contamination of surfaces.

15.2.5 Record of the exposure risk assessment

A separate record of risk assessments should be kept.

15.2.6 Record of health surveillance and monitoring

Health surveillance and/or monitoring records must be kept for the period specified by each state or territory if undertaken for employees. Records should indicate names of workers, dates of medical examinations or tests and whether or not there were any adverse results.

The medical practitioner will also keep a record.

15.2.7 Fumigation

Additional declarations, notices and records are required, as described in section 5 of *AS 2476 General fumigation procedures for fumigation*.

15.2.8 Training

Records of training of employees must be kept for the period specified in each state or territory.

15.3 Location and access of records

Records should be located conveniently so that managers, employees and employee representatives can access the information. Suitable storage systems for records include book entry records, microfiche or computerised databases.

Note that Commonwealth privacy laws may prohibit access to and distribution of records without the consent of the person to whom the records pertain.

Public health, occupational health inspectors and/or emergency services have the right to examine the records of employers, which are required to be kept by hazardous substances legislation and should be accessible.



15.4 How long to keep records

Records are a valuable reference in case of incident or when an illness is reported. With good records, it can be shown that correct procedures were developed for storage and use of pesticides in the workplace. This is particularly important for long term (chronic) health effects.

Where an employee or other person is injured as a result of pesticide exposure, an employer may be asked to show what action had been taken, or what instructions had been given regarding an employee's use of pesticides.

MSDS for a pesticide should be kept and updated at the workplace while that pesticide remains in use and for five years after use has ceased.

Application procedure records and health surveillance records must be kept for the period specified by each state or territory (up to 30 years) because some health effects may take a long time to become evident. If the business ceases to trade, any health surveillance records should be offered to the appropriate state or territory authority for storage.

All required records, including risk assessments and action records, have minimum retention periods. You should refer to your local state or territory regulatory authorities for specific information.

Appendix 1- Publications

AgSafe drumMUSTER (2002), *Agsafe standard for effective rinsing of farm chemical containers*, A joint initiative of NFF, Avcare, VMDA, and ALGA, Canberra.

National Registration Authority for Agricultural and Veterinary Chemicals (2001), *Code of practice for labelling Agricultural Chemical Products*, Australian Government Publishing Service, Canberra.

New South Wales Environment Protection Authority (2004), *Environmental guidelines - assessment, classification and management of non-liquid wastes*, Department of Environment and Conservation, Sydney.

Federal Office of Road Safety of the Commonwealth Department of Transport and Communications (1998), *Australian code for the transport of dangerous goods by road and rail (6th edition)*, Australian Government Publishing Service, Canberra.

National Health and Medical Research Council (2007), *Standard for uniform scheduling of drugs and poisons No. 22 (SUSDP)*, Australian Government Publishing Service, Canberra.

National Occupational Health and Safety Commission (1995), *Adopted national exposure standards for atmospheric contaminants in the occupational environment [NOHSC:1003 (1995)]*, Australian Government Publishing Service, Canberra, (revised from time to time).

National Occupational Health and Safety Commission (1999), *List of designated hazardous substances [NOHSC:1005 (1999)]*, Australian Government Publishing Service, Canberra, (revised from time to time).

National Occupational Health and Safety Commission (2004), *Approved criteria for classifying hazardous substances [NOHSC:1008 (2004) (3rd edition)]*, Australian Government Publishing Service, Canberra, (revised from time to time).

National Occupational Health and Safety Commission (1989), *National code of practice and guidance note for the safe handling of timber preservatives and treated timber [NOHSC:2003 (1989)]*, Australian Government Publishing Service, Canberra.

National Occupational Health and Safety Commission (1994), *Guidance note for the assessment of health risks arising from the use of hazardous substances in the workplace [NOHSC:3017 (1994)]*, Australian Government Publishing Service, Canberra.

National Environmental Health Forum Monographs General Series No.4, (1999) *National standard for licensing pest management technicians*, National Environmental Health Forum, Adelaide.



Appendix 2 - Australian Standards

AS/NZS 1336:1997 Recommended practices for occupational eye protection.

AS/NZS 1337:1992 Eye protectors for industrial applications.

AS/NZS 1596:2002 The storage and handling of LP Gas.

AS/NZS 1715:1994 Selection, use and maintenance of respiratory protective devices.

AS/NZS 1716:2003 Respiratory protective devices.

AS/NZS 1940:2004 The storage and handling of flammable and combustible liquids.

AS/NZS 2161.1:2000 Occupational protective gloves - Selection, use and maintenance.

AS/NZS 2210:1994 Occupational protective footwear - Guide to the selection, care and use.

AS/NZS 2210.5:2000 Occupational protective footwear - Specification for occupational footwear.

AS 2476-1981 General fumigation procedures.

AS 2507-1998 The storage and handling of agricultural and veterinary chemicals.

AS/NZS 2865:2001 Safe working in a confined space.

AS 3660.1-2000 Termite management- New building work.

AS 3660.2-2000 Termite management - In and around existing buildings and structures - guidelines.

AS 3780-1994 The storage and handling of corrosive substances.

AS 4332-2004 The storage and handling of gases in cylinders.

AS 4349.3-1998 Inspections of buildings - Timber pest inspections.

AS/NZS 4452:1997 The storage and handling of toxic substances.

AS/NZS 4501.2:2006 Occupational protective clothing - General requirements.

Appendix 3 - Matrix of state and territory licensing requirements

The existing jurisdiction regulatory requirements

State	NSW	VIC	SA	QLD
Legislation *	Occupational Health and Safety Reg (2001) see Chapter 9	Health (Pest Control) Regulations 2002 under Health Act 1958	Regulations under the Controlled Substances Act 1984	Pest Management Act 2001 and Pest Management Regulations 2003
Licensing authority	NSW WorkCover	Department of Human Services	Department of Health	Queensland Health
Business registration	No	No	Yes	No
Operator certificates	1. General operator 2. Fumigator	1. Technician - pesticides (excluding fumigants) formulated for the control of arthropods, rodents, birds and fungi, used to control pests (other than pest animals). 2. Technician - pesticides formulated for the control of pest animals. 3. Technician - pesticides in the form of fumigants. If licensee is a trainee, this is indicated	Full pest management technician's licence. Endorsements indicate type of work and type of pesticides authorised for use. Photo ID card issued.	Pest management technician may be licensed to undertake: <ul style="list-style-type: none"> ■ pest control activity (including timber pests) ■ pest control activity (not including timber pests) ■ fumigation activity subject to specified site environments.
Trainee permit	No	Same as above with trainee status indicated after licence number and 'under the supervision of a licensed technician'.	Limited pest management technician's licence. Direct or indirect supervision. No photo ID card issued.	No trainee licences. Unlicensed person may work under supervision of pest management technician for training purposes.
Scope of legislation	Domestic/commercial application only. Fumigation covers all applications	Domestic/commercial application. DPI licence businesses to undertake pest control (including fumigation and pest animal control) for the purposes of agriculture, horticulture, weed control and water management.	Any pest control work using APVMA registered pesticides undertaken for 'fee or reward'. Exemptions available for minor use.	Domestic/commercial application. DPI licence for agricultural/ horticultural purposes.

The existing jurisdiction regulatory requirements

State	TAS	WA	NT	ACT
Legislation *	<i>Agricultural & Veterinary Chemicals (Control of Use) Act 1995</i>	Health (Pesticide) Regulations 1956 under <i>Health Act 1911</i>	<i>Poisons and Dangerous Drugs Act 1983</i>	<i>Environment Protection Act 1997</i>
Licensing authority	Department of Primary Industries, Water and Environment	Department of Health for both Fumigation and Pesticides.	Department of Health and Community Services	Environment ACT Department of Urban Services
Business registration	Yes	Registration required for commercial pesticide firms and fumigation firms	No	Business authorisation
Operator certificates	Commercial operator licence (business) and individual certificates of competency issued for various chemical category users (including fumigation) and individual agricultural spraying permits issued for specific uses.	General operator licences issued dependent on training. Separate licensing required for fumigators at this stage.	1. General operator (can be endorsed to include fumigation)	No
Trainee permit	None, however 'provisional certificate of competency can be issued under supervision for 3-6 months until required accredited training completed.	'Provisional' licences issued while formal training completed. Trainee permit Unit 6 of Certificate III required	None (the general operator license can have restriction placed on it)	No
Scope of legislation	Domestic, commercial, horticultural, forestry and agricultural application	Licences required for domestic/commercial/horticultural/forestry/agricultural operations	Domestic/commercial and agricultural application	Commercial application of AgVet Chemicals

*certification legislation ensures standards are enforced for the safe conduct of pest management work and in the handling and use of pesticides so as to not put operators and the public at risk; environmental issues are included as part of the general scope of most legislation as these may also impact upon public health.



State

Northern Territory

Regulatory authority

Poisons Control, Department of Health and Community Services

Legislation administered

Poisons and Dangerous Drugs Act 1983

Types of licence

■ Technician

A technician licence to apply pesticides for fee or reward is issued under section 55 of the Poisons and Dangerous Drugs Act. Section 56 of the Act specifies the conditions under which the licence is granted. These conditions are further outlined in *Guidelines for Applicants*, issued by the Department of Health and Community Services. A technician's licence is valid for a period of one year from the date of issue.

■ Provisional licence (trainee)

The applicant must lodge an application, consistent with section 55 of the Poisons and Dangerous Drugs Act. The conditions for the issue of a provisional licence are outlined in the *Guidelines for domestic and commercial pest control licence (provisional)*.

A provisional licence is issued to an applicant who is enrolled or undertaking training in the units of competency specified in the National standards for licensing pest management technicians, and is employed and supervised by a fully licensed pest control operator, and fulfils the requirements stated in the guidelines. The licence is valid for a period of 12 months, and can be renewed for a further 12 months if the applicant has not successfully completed the units required to be licensed as a full Pest Management Technician.

■ Interstate operator (mutual recognition)

An interstate operator who holds a current pest control licence in another Australian state or territory and wishes to become licensed in the Northern Territory must lodge an application on a prescribed application form. Conditions for granting a licence under Mutual Recognition principles is contained in the guidelines for the Completion of Application for Licence to be a Pest Control Operator- Mutual Recognition. The licence is valid for a period of 12 months, and may be renewed for a further period of 12 months.

Licence authorisations

A technician's licence will permit the use of a range of registered, scheduled and unscheduled pesticides other than fumigants.

Provisional licence holders will be permitted to use a range of registered unscheduled, Schedule 5 and 6 pesticides only while employed by, and under the direction of, a fully licensed pest control operator.



Other Schedule 7 substances

A person who intends to possess or use Schedule 7 fumigant for fee or reward is required by the Poisons and Dangerous Drugs Act to be licensed as a pest control operator in accordance with section 56 of the Act, with an endorsement for the intended fumigant. (Conditions apply)

All pest control procedures must be carried out in accordance with the *NT Code of practice for handling of pesticides*, and also the *Code of conduct for pest management technicians* as published in *Pesticide use in schools and school grounds* by the National Environmental Health Forum.

Contact details

Poisons Control
Department of Community Services
PO Box 40596
Casuarina NT 0811

Phone: (08) 8922 7341

Fax: (08) 8922 7200

Website: www.health.nt.gov.au (search for Poisons Control, under 'Topics').

State

Queensland

Regulatory authority

Drugs and Poisons Policy and Regulation, Environmental Health Unit, Queensland Health

Legislation administered

Pest Management Act 2001

Pest Management Regulation 2003

Health Act 1937

Health Regulation 1996

Health (Drugs and Poisons) Regulation 1996

Types of licence

A pest management technician licence may be granted to a suitable applicant under section 21 of the Pest Management Act 2001 where the applicant possesses qualifications listed in Part 2 of the Pest Management Regulation 2003. In the case of an applicant seeking a licence endorsement for fumigation activity for specific site environments, the applicant must provide a Declaration of Assessment completed by the Registered Training Organisation's accredited assessor stating the specific site environments assessed by the assessor. The licence can be for a period of one to five years duration from the date of issue.

In addition, the Queensland Building Services Authority (QBSA) administers legislation that may require a pest management technician involved in timber pest building work to hold a QBSA licence. The applicable legislation is the Queensland Building Services Authority Regulation 2003.

Licence authorisations

A single photographic licence is issued for the following types of pest management activities:

- pest control activity (other than activities for timber pests)
- pest control activity (including timber pest activity)
- fumigation activity subject to specified site environments.

Contact details

Drugs and Poisons Policy and Regulation
Environmental Health Unit
Queensland Health
GPO Box 48
Brisbane QLD 4001

Phone: (07) 3234 0938

Fax: (07) 3234 1480

Website: www.health.qld.gov.au



State

South Australia

Regulatory authority

Controlled Substances Licensing, Department of Health

Legislation administered

Controlled Substances Act 1984

Controlled Substances (Pesticides) Regulations, 2003

Types of licence

■ Pest controller's (PC) licence

A licence issued under Regulation 8 to a business undertaking pest control work. PC licence holders must hold a FPMT licence or employ someone who does. All pest management technicians must work under a PC licence which must carry the same (or more) endorsements as those of the technician.

■ Full pest management technician's (FPMT) licence

A licence to work without supervision, issued under Regulation 9. Qualifications/competencies achieved determine the licence endorsements granted with regard to the type of work undertaken and type of pesticides used.

■ Limited pest management technician's (LPMT) licence

A licence issued under Regulation 9 to work under the direct or indirect supervision of a FPMT/s. A supervisor must have the same (or more) endorsements as the LPMT. LPMT licences are issued on the condition the technician will commence and obtain the appropriate qualifications/competencies for a FPMT licence as soon as practicable after the licence is granted. LPMTs cannot make recommendations or give advice regarding the use of pesticides.

Direct supervision (within sight and sound) of an LPMT is required unless the authority to work under indirect supervision (within sight or sound) has been granted by the licensing authority. Applications to work under indirect supervision must be accompanied by the appropriate supervisor trainee skills declaration/s and proof of attainment of two basic competencies (that is, Prepare and Apply Chemicals and Transport, Handle and Store Chemicals or Manage an Equipment and Chemical Storage Area and Apply Pesticides to Manage Pests or closed-book assessed ChemCert).

FPMT and PC licences expire on 30 June each year, with three-year licensing expected to be introduced in 2008. LPMT licences are issued for one year from the date first granted and can only be renewed once.



Licence endorsements

The type/s of work, and the type/s of pesticide a technician is authorised to do and use appear as endorsements on the licence and, in accordance with Department of Health policy, are based on competencies achieved. Endorsements can be divided into 'Operations' (type of work) and 'Groups' (type of pesticide) and include:

- domestic (+/- timber pests), fumigation (soil, silo, stack, and/or ships), general weed, agricultural, viticulture, horticulture and agricultural pilots
- insecticides, herbicides, rodenticides, methyl bromide, phosphine.

Contact details

Controlled Substances Licensing
Department of Health
PO Box 6 Rundle Mall
Adelaide SA 5000

Phone: (08) 8226 7100

Fax: (08) 8226 7102

Email: controlled.substances@health.sa.gov.au

Web: <http://www.dh.sa.gov.au/pehs/default.htm>

State

Tasmania

Regulatory authority

Chemical Management Branch, BioSecurity and Product Integrity Division, Department of Primary Industries, Water and Environment

Legislation administered

Agricultural and Veterinary Chemicals (Control of Use) Act 1995

Application and scope of legislation

Domestic, commercial, horticultural, forestry and agricultural

Types of licence

■ Commercial operator licence (business)

Issued to the individual applying for the licence under the business name and renewable annually.

■ Individual certificates of competency

Issued for various chemical category users (including fumigation) and renewable annually. Categories as follows:

Category	Application method	Annual cost (fees vary annually according to CPI increase)
Category 1	hand held equip., small volumes (<2L or 2kg) per year of herbicide concentrate registered for home garden use	\$11.70
Category 2	hand held equip., larger volumes of herbicides, insecticides etc. - application of vertebrate pest poisons	\$46.80
Category 3	motorised application equipment for example boom spray, airblast	\$46.80
Pest Technician	pest control in and around buildings - rodents, ants, wasps etc.	\$58.50
Methyl Bromide/ phosphine user	application of fumigants - glasshouses, quarantine etc.	\$23.40

■ Individual agricultural spraying permits

Issued for specific uses as follows:

Agricultural spraying permit (issued for five years)

- A chemical product containing 4-aminopyridine hydrochloride
- A chemical product containing alpha chloralose
- A chemical product containing mevinphos (for brassica crops only)

From 30 June 1997, all purchasers of Phosdrin Insecticide are to hold a current ChemCert/Chemical approved users course qualification and provide details of their approval number at the time of purchase. The following information will be recorded in a register, held by the reseller:

- name and address of purchaser and details with proof of identification, date of purchase
 - farm care/chemical users course in safety and handling/certificate number
 - crop (s) to be treated with the product and area to be treated.
- A chemical product containing fenthion, when used or to be used for control of birds
 - A chemical product containing pindone.

APPLICATION FEE OF \$70.20 (but subject to annual CPI increase)

■ Trainee permit

None, however a 'provisional' certificate of competency can be issued under supervision for 3-6 months until required accredited training completed.


■ Mutual recognition - interstate licensed operators

If a person applying for mutual recognition licence status in Tasmania holds a current and active licence from interstate, then under the *Commonwealth Mutual Recognition Act 1992*, our licensing jurisdiction will cover that person for what they were endorsed for in that state, provided that endorsement is recognised in Tasmania. For example, a person applying from Queensland for a pest management technician certificate of competency can be endorsed for insect pest and rodent control but it would not specify termites as termites do not exist in Tasmania.

■ Supervision policies

An employee who has not been granted a Chemical User Certificate of Competency may apply chemical products for a licensed commercial operator only if the following conditions apply:

1. The employee has been employed by the commercial operator for a total of less than four weeks (including work from previous years).
2. Before completion of the four-week period:
 - the employee is enrolled in the next available training courses/modules which, when completed, will qualify the employee for a certificate of competency appropriate for the pest management work undertaken, and
 - an application for a certificate of competency is received, together with evidence that the employee is enrolled in the relevant training courses/modules.

- 
3. The employee has received training in the use and maintenance of personal protective equipment appropriate for the types of chemicals to be applied.
 4. The employee must not mix or prepare chemicals.
 5. The employee must not handle or apply any chemical product which is classified as a schedule 7 poison.
 6. The employee must be under the **direct supervision*** of a responsible person holding a certificate of competency that is valid and appropriate for the work undertaken.

* an employee who is under **direct supervision** must be:

- responsible to the supervisor for any work involving the use of chemicals
- within sight and verbal communication of the supervisor of the work
- under instruction from the supervisor on the nature and extent of the work to be performed and precautions to be observed to minimise risks to employee health and safety, public safety and the environment.

When an application, with evidence of course enrolment is received within the appropriate time-frame, a **provisional** certificate of competency will be issued. This will allow the employee to continue to work for six months, in accordance with conditions 4, 5 and 6, during which time the training must be completed. After training is completed the employee may be issued with a full Certificate of Competency which removes these conditions.

Licence authorisations

All certificates of competency are issued to operators once they have completed recognised accredited training in the use of agricultural chemicals, specific to their discipline of work. The certificate of competency will specify the types of spraying work conducted. For example:

- A **pest management certificate of competency** may be issued for insect pest, rodent and bird control if the operator has completed the three core units of the Pest Management – Technical Training from the Asset Maintenance Training Package. This training and assessment conforms to the national licensing standard for pest management technicians.
- A **Category 3 Chemical User certificate of competency** may be issued for insect pest, disease and weed control in cropping, non-cropping and forestry situations.

Contact details

Licence and Review Coordinator
Chemical Management Branch
Department of Primary Industries, Water and Environment
GPO Box 44
HOBART TAS 7001

Phone: (03) 6233 6825
Toll Free: 1300 368 550
Fax: (03) 6233 3843
Web: www.dpiwe.tas.gov.au

State

Victoria

Regulatory authority

Pest Control Program, Department of Human Services

Legislation administered

Health Act 1958

Health (Pest Control) Regulations 2002

Types of licence

■ Technician

A technician licence to use pesticides is issued under section 108C(2) of the *Health Act 1958* and may be granted to an individual who has attained an appropriate qualification as prescribed in Schedule 2 to the Health (Pest Control) Regulations 2002. A technician licence is valid for a period of three years from the date of issue.

■ Trainee

A trainee licence to use pesticides is issued under section 108C(2A) of the *Health Act 1958* and may be granted to an individual who is enrolled or undertaking training in the units of competency specified in the *National standard for licensing pest management technicians* or one of the courses listed in Schedule 3 to the Health (Pest Control) Regulations 2002 and is applying pesticides in the practical training of pest control while under the supervision of an appropriately qualified pest control technician with a valid licence. A trainee licence is valid for a period of one year from the date of issue, and may only be issued on a maximum of three occasions.

■ Interstate operator

An interstate operator licence to use pesticides is issued under pest control regulation 6(2). An individual who usually resides in another state or territory of the Commonwealth and who holds a valid licence as an authorised user of pesticides in that state or territory, must apply for a Victorian licence to use pesticides in order to apply pesticides in the business of a pest control operator in Victoria. Providing the pesticides they apply for authorisation to use are the same or similar in all respects to the pesticides that are authorised for use under their current licence, they will be granted a Victorian licence to use pesticides, valid for a period of three years from the date of issue.



Licence authorisations

The Licence to Use Pesticides will authorise a pest control operator to use one or more class of pesticides depending on the type of pest control work the pest control operator is qualified to undertake.

A pest control operator who has completed a qualification listed in part 1 of Schedule 2 to the Health (Pest Control) Regulations 2002 or a trainee who is undertaking training in Units 5, 6 and 18 of Certificate III in Asset Maintenance (Pest Management-- Technical), may elect to have the following authorisation listed on their licence:

- **pesticides (excluding fumigants) formulated for the control of arthropods, rodents, birds and fungi, which are used to control pests (other than pest animals).**

A pest control operator who has completed a qualification listed in part 2 of Schedule 2 to the Health (Pest Control) Regulations 2002 or a trainee who is undertaking training in a prescribed qualification may elect to have the following authorisation listed on their licence:

- **pesticides formulated for the control of pest animals.**

A pest control operator who has completed a qualification listed in part 3 of Schedule 2 to the Health (Pest Control) Regulations 2002 or a trainee who is undertaking training in Unit 11 of Certificate III in Asset Maintenance (Pest Management--Technical) may elect to have the following authorisation listed on their licence:

- **pesticides in the form of fumigants.**

Contact details

Department of Human Services
Pest Control Program
GPO Box 4057
Melbourne VIC 3001

Phone: 1300 887 090

Fax: 1300 881 765

Email: pestcontrol@dhs.vic.gov.au

Web: www.health.vic.gov.au/pestcontrol

State

Western Australia

Regulatory authority

Pesticide Safety Branch, Department of Health

Legislation administered

Health Act 1911

Health (Pesticides) Regulations 1956

Types of licence

■ Provisional pesticide operators licence

A provisional licence is issued under regulation 69 of the Health (Pesticides) Regulations 1956 and may be granted to an individual upon successful completion of Unit 6 of Certificate III in Asset Maintenance (Pest Management - Technical). A provisional licence holder is expected to complete the remaining units of Certificate III while undertaking practical training under the supervision of an appropriately qualified pest management technician. A licence is valid for a period of one year from the date of issue. There is provision in the regulations to allow for an extension of the licence for a further 12 months.

■ Full pesticide operators licence

A full licence is issued under regulation 70 of the Health (Pesticides) Regulations 1956 and may be granted to an individual who has attained an appropriate qualification as prescribed by the regulations. A full licence is renewable annually as of 30 June.

■ Fumigators licence

A fumigators licence is issued under regulation 36 of the Health (Pesticides) Regulations 1956 and may be granted to an individual upon successful completion of Unit 11 of Certificate III in Asset Maintenance (Pest Management - Technical) and a medical examination certifying that the applicant is fit to undertake fumigations. A licence is valid for a period of one year from the date of issue.

■ Firm registration

A firm registration is issued under regulations 33 (fumigation) and 63 (general pest management) of the Health (Pesticides) Regulations 1956. If satisfied that the applicant is properly equipped to undertake the use of registered pesticides/fumigants, and has in their employ appropriately qualified technicians, registration may be granted.

■ Interstate operators

An individual who usually resides in another state or territory of the Commonwealth and who holds a valid licence in that state or territory must apply for a Western Australian licence in order to apply pesticides in the business of a pest management technician in Western Australia. Providing the pesticides they apply for authorisation to use are the same or similar in all respects to the pesticides under their current licence and their qualifications are recognised in Western Australia, they will be granted a Western Australian licence.



Licence authorisations

A pesticide operators licence/fumigators licence will authorise a technician to use one or more registered pesticides in one or more operational areas depending on the type of work the operator is qualified to undertake.

For a detailed list of operational areas and the required qualifications please contact the Pesticide Safety Branch on the contact details below or access the document *Guide to Obtaining a Pesticide Operator's Licence* at www.population.health.wa.gov.au/Environmental/pesticide_safety.cfm

Contact details

Department of Health
Pesticide Safety Branch
PO Box 8172
Perth Business Centre WA 6849

Phone: (08) 9388 4999

Fax: (08) 9388 4905

Email: pesticidesafety@health.wa.gov.au

Appendix 4 - Pesticide Exposure Risk Assessment Checklist

Use this checklist as a base for conducting a chemical exposure risk assessment

Step 1	Have you decided who will do it?	Yes / No
Step 2	Have you divided the work into units and listed the work tasks?	Yes / No
Step 3	Have all substances been identified? <input type="checkbox"/> Have you determined which are hazardous and/or dangerous? (if there are no hazardous substances or dangerous goods then no further action is required apart from recording this) <input type="checkbox"/> Has the register been compiled?	Yes / No Yes / No Yes / No
Step 4	Have you examined the MSDS and other sources of information or health effects?	Yes / No
Step 5	Has exposure been identified in each work task? For each hazardous substance find out: <input type="checkbox"/> Is it released or emitted into the work area? <input type="checkbox"/> Who is exposed? <input type="checkbox"/> How much are persons exposed? <input type="checkbox"/> What controls are proposed?	Yes / No Yes / No Yes / No Yes / No Yes / No
Step 6	What are the conclusions about risk - is it simple and obvious? If yes go to Step 8, if no, decide if: <input type="checkbox"/> risks are not significant <input type="checkbox"/> risks are significant but controlled <input type="checkbox"/> risks are significant and not adequately controlled <input type="checkbox"/> risks are uncertain.	Yes / No Yes / No Yes / No Yes / No
Step 7	Have actions resulting from conclusions been identified? <input type="checkbox"/> No further action required? <input type="checkbox"/> Seek expert help? <input type="checkbox"/> Introduce control measures? <input type="checkbox"/> Induction and training required? <input type="checkbox"/> Monitoring required? <input type="checkbox"/> Health surveillance required? <input type="checkbox"/> Emergency procedures and first aid required?	Yes / No Yes / No Yes / No Yes / No Yes / No Yes / No Yes / No
Step 8	Has the assessment been recorded? <input type="checkbox"/> On the MSDS in the register? <input type="checkbox"/> On a record form?	Yes / No Yes / No Yes / No

Appendix 5 - Risk assessment of hazardous substances

(Keep for 30 years from date of assessment if risk significant, 5 years if not significant)

Name of Substance:	Work unit (job):			Person/s exposed:			Assessment team:		
	Work area:								
	Summary of process:								
	Date:								
	HAZARDOUS SUBSTANCE INGREDIENT/S	HAZARD INFORMATION on HEALTH EFFECTS TASK	TASK	EXPOSURE ROUTES (where applicable)	CURRENT CONTROLS	LIKELIHOOD OF EXPOSURE SCORE (refer over page)	CONSEQUENCE OF EXPOSURE SCORE (refer over page)	RISK SCORE (1-7)	RISK CONCLUSION (refer over page)
				EYES					
				SKIN					
				INHALATION					
				INGESTION					
				EYES					
SKIN									
INHALATION									
INGESTION									
RECOMMENDATIONS (for example, change to controls):									
IS AIR MONITORING REQUIRED?:									
IS HEALTH SURVEILLANCE REQUIRED?:									
Assessor/s signature:			Date:						
Approved by/Name:			Signature:			Date:			

PTO FOR INFORMATION ABOUT RISK SCORING, RISK CONCLUSIONS AND HEALTH SURVEILLANCE

Risk rating chart

LIKELIHOOD How likely could it happen?	CONSEQUENCES: How severely could it hurt someone?			
	EXTREME death, permanent disablement	MAJOR serious bodily injury	MODERATE casualty treatment	MINOR first aid only, no lost time
VERY LIKELY could happen frequently	1	2	3	4
LIKELY could happen occasionally	2	3	4	5
UNLIKELY could happen but rare	3	4	5	6
VERY UNLIKELY could happen, probably never will	4	5	6	7

1, 2, 3 = Immediate; 4, 5 = ASAP; 6, 7 = may not need immediate attention.

*Risk management advisory standard 2000

Factors affecting LIKELIHOOD of exposure:

- The frequency or duration of time the hazardous substance is used.
- How many people are using the hazardous substance.
- The skills and experience of the people using the hazardous substance.
- The effectiveness of existing controls.

Factors affecting CONSEQUENCES of exposure:

- Concentrations of hazardous substances (dilute versus concentrated).
- Volume of hazardous substance being used.
- Hazardous substance is in a FORM that can be absorbed into the body. For example, airborne form can be inhaled, liquid onto the skin - See Material Safety Data Sheet.

Conclusions from the risk assessment

Conclusion 1: Risks NOT SIGNIFICANT* now and not likely to increase in the future.

This conclusion applies where it is unlikely that the use of the hazardous substance will adversely affect the health of persons at the workplace and the risk is not likely to increase in the future. For example, the amounts or rate of use of a hazardous substance are too small to constitute a risk, even if controls fail.

Conclusion 2: Risks are SIGNIFICANT* but effectively controlled, and could increase in the future. This conclusion usually applies to conditions where serious health effects could result if the control measures fail or deteriorate. This usually results from the use of a highly toxic hazardous substance or where the potential exposure is high. Risks, while presently adequately controlled, could increase in the future owing to, for example, undetected deterioration in the efficiency of control measures; plant including personal protective equipment failure; control measures not used properly; a significant increase in the quantity of the hazardous substance used. ACTION REQUIRED: review controls; determine if monitoring or health surveillance is required to check on effectiveness of controls.

Conclusion 3: Risk SIGNIFICANT* now, and not effectively controlled. The following are examples of work conditions where the use of a hazardous substance is likely to constitute a risk, and further investigation, for example, monitoring might be necessary: where dusts, mist, fumes are visible in the air, for example in light beams, and there are persistent or widespread complaints of illness, discomfort, irritation or excessive odour; hazardous substances are splashed; control measures are broken, defective or badly maintained - for example, poorly maintained extraction fan motor; airborne concentrations approach or exceed exposure standards. ACTION REQUIRED: work out if there is a need to stop the process; review controls; determine if atmospheric monitoring or health surveillance is required.

Conclusion 4: UNCERTAIN about risks: not enough information, or uncertain about degree and extent of exposure. If the level of exposure cannot be estimated with confidence, further investigation is necessary. Atmospheric monitoring might be required to estimate the level of exposure. For a hazardous substance absorbed through the skin, ingested or inhaled, biological monitoring might be required. The employer should seek specialist advice if necessary.

*Significant risk - means that the work with a hazardous substance is likely to adversely affect the health of workers and other persons at the workplace.

More information on conclusions about risk can be found in: *Advisory standard 2003 for hazardous substances*, Department of Industrial Relations, Queensland Government.

HEALTH SURVEILLANCE: See Workplace Health and Safety Regulation 1997, Section 109. In general, health surveillance is required if substance is listed in Schedule 6 of this Regulation and risk is significant or there is an identifiable work related health effect from exposure to the substance and a valid technique or monitoring procedure exists to detect the adverse health effect.

Appendix 6 - Example of Organophosphate Pesticide Health Surveillance form

ORGANOPHOSPHATE PESTICIDE HEALTH SURVEILLANCE

OCCUPATIONAL HISTORY

TO BE COMPLETED BY THE WORKER PRIOR TO MEDICAL EXAMINATION

The following information is CONFIDENTIAL and is part of health surveillance as required under the Queensland Workplace Health and Safety Regulation. It will assist the Designated Doctor to advise you and your employer on workplace hazards and associated potential health problems.

SURNAME _____ GIVEN NAMES _____

Home Address _____

Date of Birth _____ Male/Female _____ Postcode _____ Home Telephone _____

EMPLOYMENT

Current _____ Employer _____
 _____ Work Address _____
 _____ Postcode _____ Work _____ Telephone _____
 _____ Length of employment _____

WORK TASKS / ENVIRONMENT

Describe your current job _____

What pesticides do you use? _____

What are they used for? _____

Do you mix up solutions of pesticides? Yes / No

How do you apply pesticides?

- | | |
|---------------------------------------|--|
| <input type="radio"/> Handpump spray | <input type="radio"/> Dip |
| <input type="radio"/> Pour-on gun | <input type="radio"/> Tractor Spray |
| <input type="radio"/> Back-Pack spray | <input type="radio"/> Aerial |
| <input type="radio"/> Spray race | <input type="radio"/> Other (describe) _____ |

How often are you using/mixing organophosphate pesticides?

- ☐ Occasional (for example _ day or less)
- ☐ Intermittent (for example 2-3 days, all day, once a month or so, one day a month)
- ☐ Seasonal (for example 4 days/week over the season)

When was the last time you used/mixed any organophosphate pesticides? _____

What did you mix/use? _____

ORGANOPHOSPHATE PESTICIDE HEALTH SURVEILLANCE (cont).

How often do you use the following items of personal protective equipment?

PPE	TYPE	Never	Sometimes	Mostly	Always	Other comments
Respirator	Disposable (nuisance dust)					
	Disposable (toxic dusts)					
	Cartridge/canister					
	Air-Line					
Gloves	Cotton or Leather					
	Rubber or PVC					
	Nitrile					
Other	Visor/face shield					
	Disposable overalls					
	Hats					
	Boots					

Do you have access to Material Safety Data Sheets (MSDS) for the pesticides you are using?

- ☐ Yes
☐ No
☐ Not sure

Do you usually wash your hands before eating, drinking or smoking?

- ☐ Yes
☐ No
☐ Not sure

Answer **ONE** of the next **THREE** questions as appropriate.

1. I am currently a ☐ TOBACCO SMOKER

I currently smoke the equivalent of _____ cigarettes per day.

I have smoked regularly for _____ years.

OR 2. I am currently an ☐ EX-TOBACCO SMOKER and I gave up smoking _____ years ago.

OR 3. I am currently a ☐ NON-SMOKER and I have never smoked regularly.

CONSENT

I give my consent for the results of my medical examination, including blood tests for cholinesterase, and these health surveillance forms to be given to my EMPLOYER. I understand that my employer is obliged to keep my results in a secure and confidential manner. I also understand that my treating DOCTOR can request copies of these records.

SIGNED _____

DATE _____



Appendix 7 - Guidelines for spraying in public places

Section 1 - General

This section applies to any person who uses and applies chemical products in public places.

1. You must only use chemical products that are registered or permitted for use on the target host.
2. You must not apply a chemical product at variance with the label instructions, except in accordance with an authorised permit, or where it is applied at a lower rate, concentration or frequency than advised on the label.
3. You should always use products that will do the job effectively. Where practicable, you should use those products that are least toxic to people and the environment.
4. You must store chemical products in their original containers in a dry, well-ventilated area that is not easily accessible to children or animals. A source of water suitable for washing should be located nearby. Permanent stores must comply with the storage requirements of Australian Standard AS 2507.
5. When handling or using a product, you must be equipped with and wear the protective and safety equipment recommended on the product label, unless more effective exposure control methods are employed.
6. You must not eat, drink or smoke while handling or using chemical products.
7. You must maintain spray equipment in good operational order. You must not start maintenance until the equipment has been cleaned.
8. You must not spray onto waterways or waterbodies or water logged areas unless the product is approved for such use.
9. When spraying, you must not allow a chemical product to move off target to the extent that it may adversely affect any people, their land, water, plants or animals. Areas of particular concern include schools, community halls, malls, parks and gardens.
10. You must maintain a record of spraying operations. Your records must at least include the date, location, name and rates of any chemical products applied - however you should check with your state or territory authority for the minimum requirements. These records must be made available to relevant authorities if requested.
11. Where practicable, the spray supervisor should inform the public of impending spray operations, and notify them of current operations through the use of signage or whatever suitable means are available.
12. You must stop spraying if a member of the public or other third party should approach the area being sprayed.
13. If you are approached by a member of the public with an inquiry or complaint, you should answer their questions or refer them to your supervisor. The public must be treated with courtesy at all times.



Section 2 - Rural, rural/residential, suburban and urban areas

This section applies to any person who sprays chemical products in areas such as on country roads, verges, nature strips and railway lines.

14. If you work on roadsides, nature strips and similar areas, you must display signage on the front and back of your vehicle to alert road users to the spray activity in progress. The telephone number of the spray supervisor must also be displayed in case the public should wish to enquire about the spray operation, or in case of an emergency.
15. You must not operate a hand lance from inside a vehicle cabin. It is acceptable to operate a lance from the vehicle tray provided the spray tank is firmly fixed to the vehicle and the operator is in a secure position. A seat fixed firmly to the vehicle is recommended.
16. You must not spray any plants, shrubs, trees or bushes that are bearing mature or near mature fruit.
17. When possible, avoid spraying plants when they are in flower. Bees are likely to be collecting nectar. If the spray is not toxic to bees, it may still cause a residue in their honey.
18. Be aware of any crops or enterprises in adjoining paddocks that may be sensitive to the chemicals you are using. If in doubt, recheck the label or seek advice from the relevant state or territory authority.
19. You must notify your intention to carry out spraying to owners of any sensitive crops or enterprises in the vicinity.
20. If the spray job is a large one, encompassing a number of adjoining properties, you should consider a notice in the local newspaper.
21. You must report any spills that can threaten the environment to the relevant state or territory authorities.
22. If you spray an area with a chemical product for which a re-entry period is specified on the label, you must take appropriate measures to prevent public entry into the area until the re-entry period has expired. If no re-entry period is specified on the label, you should still consider excluding people from the area until any sprayed foliage is dry.
23. If a property owner or resident has identified a pest problem on public property, it should be brought to the council's attention.
24. Property owners and other individuals must not use chemical products on public land unless a written agreement to do so has been reached with council authorities.
25. Spray operators must not spray on private property without the resident's consent.



Section 3 – Parks, gardens and bush reserves

This section applies to any person who sprays chemical products in areas likely to be frequented by many people, including parks, gardens, community halls, churches, child care centres and such like.

26. You must choose the time of spraying carefully. Your preferred time will depend on the particular area to be sprayed. Times of low population density are preferred.
27. The Education Department has its own rules for pesticide use in areas under their jurisdiction. You must always consult with the school principal before applying sprays in the vicinity of schools (see also section 8.3.4).

Section 4 – Relation to Acts, regulations and other codes

These guidelines do not remove or alter any obligation or requirement under any Act or regulation or alter the need to comply with other codes of practice or industry guidelines.

Legislation relating to the use of agricultural chemicals will vary between states and territories and you should contact the relevant state or territory authority for more information.

Adopted from *Code of practice for spraying in public places* by Department of Primary Industries, Water and Environment, Tasmania, June 2004.

Appendix 8 Inventory (list) of hazardous substances and dangerous goods, including pesticides

Company:		Site:		Last updated:		
Name of product	Identification code (for example United Nations number)	Dangerous Goods Class (if applicable) and Hazchem	Maximum quantity stored and type of storage (for example drums, tanks)	Location of storage on site	Manufacturer's name and contact phone number	Material Safety Data Sheet (MSDS) date of issue
			Quantity:			
			Stored in:			
			Quantity:			
			Stored in:			
			Quantity:			
			Stored in:			
			Quantity:			
			Stored in:			