

Working with SCE Requirements

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1. General Requirements

1.1. Definitions

- (1) The term "SCE" shall refer to Sydney Contracting Engineers Pty Ltd, including its subsidiaries and/or joint ventures.
- (2) The term "Subcontractor" shall refer to any individual or entity employed or subcontracted by SCE, including but not limited to workers, visitors, delivery drivers, and any other persons under SCE's control at SCE workplaces.
- (3) The term "Personal Information" shall refer to any information that identifies a person and includes:
 - (a) A written record which may include a person's name, address and other details about the person.
 - (b) Photographs, images, video or audio footage.
 - (c) Fingerprints, blood or DNA samples.
- (4) The term "Confidential Information" shall refer to all trade secrets, pricing, purchasing data, supply and service information, client details, project details, financial data, and any other commercially or scientifically valuable information, regardless of form (written, oral, visible, or invisible). This includes information that is inherently confidential, designated as confidential, or derived from confidential sources.

1.2. General Terms

- (1) The Subcontractor (or the Subcontractor's representative signing this form) agrees with all the payment clauses cited on the "Subcontractor's Statement" which must be signed and submitted for every completed job.
- (2) The Subcontractor's technical performance, behaviour and procedures on the work site must follow the building industry best practices whilst adhering to all WHS/OHS standard regulations.
- (3) Subcontractors must stay informed of and comply with any new or amended legislation and regulations that affect their work or the industry as a whole.
- (4) Subcontractors must notify SCE of any changes to laws or regulations that could impact their ability to perform the contracted work.
- (5) SCE reserves the right to terminate the contract with immediate effect if the Subcontractor fails to comply with any of the terms and conditions, including but not limited to poor performance, non-compliance with safety standards, or breach of confidentiality.
- (6) In the event of termination, the Subcontractor will be provided with written notice outlining the reasons for termination and any actions required to address outstanding issues or responsibilities.
- (7) This Agreement may not be amended except in a writing signed by both parties.
- (8) If the court finds any provision of this Agreement invalid or unenforceable, the remainder of this Agreement shall be interpreted so as best to effect the intent of the parties.
- (9) The failure to exercise any right provided in this Agreement shall not be a waiver of prior or subsequent rights.

- (10) This Agreement and each party's obligations shall be binding on the representatives, assigns, and successors of such party.
- (11) Each party has signed this Agreement through its authorised representative.

1.3. Compliance

- (1) Subcontractors must disclose any actual or potential conflicts of interest that may arise during the performance of the contract. Failure to disclose conflicts may result in termination of the contract and legal consequences.
- (2) Subcontractors must ensure that all decisions and actions taken in relation to the contract are free from bias or undue influence.
- (3) Subcontractors must implement their own internal policies and procedures to ensure compliance with all SCE requirements and legal obligations.
- (4) Subcontractors must provide SCE with copies of these policies and procedures upon request.
- (5) If the Subcontractor hires additional Subcontractors, they must ensure that these Subcontractors comply with all SCE requirements and legal obligations.
- (6) The primary Subcontractor is responsible for the actions and compliance of their Subcontractors.
- (7) Subcontractors must maintain accurate and complete records of all work performed, including but not limited to project logs, inspection reports, and safety records.
- (8) Records must be made available to SCE upon request within requested timeframe.
- (9) Subcontractors must implement a document control process to manage the distribution, approval, and revision of all project-related documents.
- (10) Subcontractors will be subject to performance reviews and quality audits by SCE. Non-compliance with performance standards or poor quality work will lead to penalties or removal from the approved Subcontractor panel.
- (11) Subcontractors must adhere to all quality assurance processes and procedures as stipulated in the contract and ensure that all work meets or exceeds the specified quality standards.
- (12) Subcontractors must verify that all workers comply with visa conditions and working rights requirements for the State they work in.
- (13) Subcontractors must ensure that the followings are conducted for all workers:
 - (a) Reference checks to collect information on previous work experience.
 - (b) Pre-employment checks, including visa work rights and criminal history checks.

1.4. Insurances

- (1) The Subcontractor guarantees to purchase appropriate level of cover for the works they perform and also guarantees the continuity of the cover for all required insurances.
- (2) The Subcontractor will update SCE when any certificate of currency is renewed.
- (3) All the workers employed by the Subcontractor will be covered by the Subcontractor's Public Liability, Workers Compensation Insurance, Professional Indemnity Policies, and any other relevant insurance policies.

1.5. Fair Work Terms

- (1) Employees:
 - (a) If your company subcontracts to another person or entity for any of the services you offer to SCE, you must notify SCE of these arrangements and they must be agreed upon by SCE.
 - (b) If your company subcontracts to another person or entity for any of the services you offer to SCE, you must monitor their compliance with workplace laws.
 - (c) If your company subcontracts to another person or entity for any of the services you offer to SCE, you must obtain and submit the necessary induction documents to ensure compliance with SCE's induction requirements.
 - (d) If your company employs any staff (that is not a sole trader) to perform the services provided to SCE and these employees are covered by an award, registered agreement or the national minimum wage you must notify SCE of the details.
 - (e) Your company must provide employees with their minimum pay rates (including penalties, allowances and overtime, breaks and leave).
- (2) Records and payslips:
 - (a) It is preferred that your company keep employee records.
 - (b) You must have payslips for your employees.
- (3) Fair work Ombudsman:
 - (a) If your business has ever been investigated by the Fair Work Ombudsman, you must promptly notify SCE. You are required to provide updates to SCE if there are any changes in this regard during the course of your engagement with SCE.
- (4) If you require any assistance, please do not hesitate to contact our administration support staff on (02) 9051 9590 or (02) 9051 9595 or 0450 540 760.

2. Purchase Orders and Invoicing Requirements

- (1) By the Subcontractor proceeding with works, it is deemed that the following terms and conditions are accepted and will be adhered to. Failure to comply will render tax invoice submission as non-valid payment claim, which will not be processed. A complying tax invoice would then be required to be submitted by the Subcontractor within 48 hours of completing the works.
- (2) In order to be eligible for payment by SCE, before and after photos of the works as well as a client signature must be provided otherwise the Subcontractor may forfeit payment.
- (3) Subcontractors may also forfeit payment if 'Subcontractors statement' is not attached to every invoice.
- (4) The agreed Scope of Works (SOW) will be listed on your Purchase Order (PO). The Subcontractor is not authorised to complete any works outside of the SOW.
- (5) If the works do not align with or exceed the costs specified in the Statement of Work (SOW), do not proceed with the works. If the Subcontractor proceeds without first discussing with and gaining permission from SCE, the Subcontractor will forfeit payment and be liable for any additional costs.

- (6) If there is any uncertainty regarding your PO amount or SOW, discuss directly with SCE. Revised PO to be issued in writing, prior to proceeding.
- (7) Any changes to materials or the SOW, must be approved, in writing by the Insured and SCE, prior to proceeding with ordering of materials or physical works. The Subcontractor will be held liable for proceeding with any unauthorised material or SOW changes that arise in dispute, including all applicable cost to rectify.
- (8) All works are to comply with Current National Construction Code series, Australian Standards, NSW, QLD & VIC current guide to standards and tolerances, manufacturer's installation recommendations and the PO's SOW. Where the works being performed are unable to comply, written Instructions outlining the issues, via a Warranty Waiver, must be obtained from SCE, prior to proceeding. Any works that do not comply with these items will be deemed as defective.
- (9) Defective works, which are a result of the Subcontractor's actions, and will be the Subcontractor's liability to rectify. Failure to rectify will result in alternate contractor(s) to be engaged and all applicable cost incurred to rectify the item(s) will be back-charged to the original Subcontractor, via being deducted from this project's PO amount or off-set against any monies owing to the Subcontractor whatever under or in connection with any other PO or contract between the parties.
- (10) Lump Sum POs nominate the maximum agreed amount that the Subcontractor can invoice. Tax Invoice submissions that exceed the PO amount will be rejected in full and not be deemed as a valid payment claim. A revised Tax Invoice would then be required to be resubmitted for processing.
- (11) Do and Charge/Cost Plus POs will nominate that the works are to be undertaken on a Do and Charge basis and be issued with an amount of \$1.00 plus GST. The Subcontractor's tax invoice must provide a breakdown of the labour incurred, including date of works, description of works undertaken, name of person(s) who completed the works, hours completed and hourly rate as per agreed rates. This is required for each person and for each day of works. (Note: where no written agreed hourly rates are obtained, the rate is to be consistent with market value). The Subcontractor's invoice must provide a breakdown of the material expenses on a line by line item basis. A copy of the material invoices must also be supplied with the tax invoice, for substantiation. No margin is to be applied to the materials cost by the Subcontractor, unless prior written approval has been obtained by SCE.
- (12) All tax invoice submissions must state Business Name, ABN/CAN (if applicable), contact details, PO number, site address, services rendered, total amount claimed, including applicable GST component, Bank Details and be supplemented by a completed copy of the Subcontractors statement.
- (13) All tax invoices must be submitted to SCE, within 2 business days after you have completed your work's onsite.
- (14) All tax invoices and relevant documentation must be emailed directly to construction@scecorp.au for Sydney jobs and newcastle@scecorp.au for Newcastle jobs. Invoice receipt dates will only be registered via these email account.
- (15) Deposits, where applicable and only when approved by SCE, will be paid upon receipt of a valid and approved tax invoice will processed.
- (16) One Progress Claim may be submitted, up to midnight on the 26th day of each month. The amount must represent the works completed before the date of the payment claim submission and the aggregate of all progress claims, must not exceed 80% of the PO amount.

- (17) Final Claims may be submitted, up to midnight on the 26th day of each month and upon all works nominated on the PO having been completed in full and satisfactory.
- (18) Payment of valid and approved tax invoice will be within a maximum period of 32 days from the end of month in which the tax invoice was received, or such other time-period, agreed in writing, by both parties.
- (19) SCE is unable to issue a Purchase Order until the Subcontractor agrees with all SCE statements and work procedures.

3. Tax Invoice Requirements

- (1) In order to meet the relevant legislative criteria for a valid 'Tax Invoice', we require Tax Invoices to be completed correctly in accordance with the followings:
- (2) Your ABN.
- (3) Date of Issue.
- (4) Your Full Address.
- (5) The words "Tax Invoice".
- (6) Your Trade License Number.
- (7) Do not invoice the Supervisor.
- (8) Your Primary Contact Number.
- (9) A suitable and unique invoice number.
- (10) Separate invoice for each site address.
- (11) Faxed Tax invoices will not be accepted.
- (12) Invoice to SCE.
- (13) Works must be completed before you submit invoices for payment.
- (14) GST Statement "total price includes GST", or "not registered for GST".
- (15) Total price (including GST), GST shown separately. Do not round the GST.
- (16) Your Full Trading Name (Pty Ltd if required) or if trading name please indicate.
- (17) All tax invoices must be clear; if we cannot read them we are unable to pay them.
- (18) Our ABN 77 611 423 799 and Address: 18/401 Pacific Hwy, Artarmon NSW 2064.
- (19) Quantity of goods supplied. Copy of receipts for materials supplied for Do & Charge job is required.
- (20) Description of work carried out and/or supplied or your quotes number. Attach a copy of your approved quote. (NOTE: description of any additional work required if not listed in your quote or PO).
- (21) Please clearly identify the dates work carried out and the cost break down on the invoice. Please specify labour and material cost separately.
- (22) Our Purchase Order Number (note: jobs carried out without a purchase order or invoices received different from the amount on purchase order will not be paid, NO VERBAL AUTHORITY

BY ANYONE WILL BE ACCEPTED, only make safe jobs can be carried out without purchase order).

- (23) Full Job Site Address including Unit number and/or House number (this falls under description of works carried out or supplied).
- (24) Payments are by EFT and released in accordance with the below mentioned criteria.
- (25) Due to changes with the NSW Payroll Tax Legislation, we will not be able to release payment to Subcontractors until we have received a signed Subcontractors Statement.
- (26) It is your responsibility to get your tax invoice into our office on time, no longer than 7 days after completing the work, otherwise we cannot guarantee the payment. No responsibility is taken for late or lost tax invoices. If you are bringing your invoice into our office, they must be handed directly to accounts payable, not given to the Supervisor.
- (27) Bi-Monthly Sub-Contractors ONLY: valid invoices that are received between the 1st-15th will be processed on the last day of the month (or the next working day after the end of the month). Invoices that are in our office between the 16th - 31st will be processed on the 15th of the following month.
- (28) Monthly Sub-Contractors ONLY: valid invoices that are received by the close of business on the last day of the current month, will be processed at the end of the following month.
- (29) Any disputes regarding invoice payment must be raised in writing within 30 days of invoice submission. SCE would not be liable for any legal fees.
- (30) Subcontractors must certify that all tax information provided is accurate and up-to-date. Any changes in tax status must be communicated immediately.

4. Work Health and Safety Requirements

4.1. Introduction

- (1) This document demonstrates the approved safety and health principles and procedures that MUST be evaluated, understood and followed by all SCE's Direct/Indirect Employees, Contractors, and/or Subcontractors before commencing any building and/or construction activities on any of SCE Job Sites.
- (2) Relevant and up-to date information can be found on our website, <https://scecorp.au/Subcontractor/sce-induction-process/>.
- (3) All SCE's Direct/Indirect Employees, Contractors (including their work force, full time/casual employees and visitors) and Subcontractors are required to identify potential hazards in the worksite by evaluating the risk triggers, control measures and agreeing in the safest way to undertake the works.
- (4) **By signing this document, SCE assumes that every Subcontractor will follow and apply these procedures appropriately. No Short Cuts.**

“You are always welcome to contact SCE Management Team if you are unsure”

4.2. Required Documentation

- (1) Although you have successfully demonstrated to be professional in your field of expertise, upon request, SCE is willing to provide you and all your workforce with the appropriate tools,

trainings, information and documentation required to assist you with your Risk Evaluation and Control Assessment.

- (2) As a minimum, you are required to complete and email the following documentation to info@scecorp.au before commencing any site activity:
 - (a) JSA (Job Safety Analysis / Identification) – For every single project / job.
 - (b) SWMS – For all high-risk activity/s identified in your JSA.
 - (c) Risk Matrix to be used in all your assessments.
- (3) If any risk is identified as High in your JSA, you should NOT proceed with the job. You must first complete your SWMS, and if unsure, discuss the risks and the proposed risk mitigations with SCE management to ensure your risk mitigation is effective.
- (4) If any risk is identified as Medium in your JSA, you should note your risk mitigation in the JSA, discuss and implement the control measure/s with your team before commencing works.
- (5) If any risk is Low, you should decide an optional control measure based on your technical point of view.
- (6) You are responsible to familiarise yourself and your team (including your new team members) with SCE policies, procedures and/or any other instructions given by SCE management team as well as Australian Standards and your state rules and regulations.
- (7) By signing this form, you acknowledge the following:
 - (a) Your responsibility towards your safety and the ones around you (work team and clients).
 - (b) Your responsibility to pass this information to your relevant crews.
 - (c) Your responsibility to ensure everyone who is involved in the works have the appropriate training, induction and qualifications to perform the job.
 - (d) Any incidents, near misses, or safety violations must be reported to SCE management in writing within the time specified by SafeWork NSW or equivalent for relevant state.
 - (e) Your responsibility to pay all your employees, Subcontractors and suppliers.
 - (f) Any breaches for the above requirements may result in the following penalties at the company's discretion:
 - (i) 1st breach – Verbal warning
 - (ii) 2nd breach – Written warning
 - (iii) 3rd breach – Termination of employment/contract
 - (iv) Any serious offence that concerns safety may result in immediate termination

4.3. Site Rules

- (1) All work done by the Subcontractor will comply with
 - (a) Building Code of Australia.
 - (b) All other relevant codes, standards and specifications that the work is required to comply with under any law.
- (2) Subcontractors that do not comply with the following work site rules will be appropriately warned or removed from our Subcontractor panel.

- (3) A site attendance log must be used and presented to SCE when requested.
- (4) Site attendance must be confirmed prior to arrival to site. Turning up unannounced will not be tolerated.
- (5) Site attendance must include location, date and time.
- (6) Subcontractors must be punctual, courteous, and polite to all parties involved in the project. Rude or offensive behaviour will not be tolerated.
- (7) In the event of the Subcontractor running late for a job, the Site Contact, Trade supervisor and SCE must be notified. This includes providing a revised arrival time in a prompt manner. No shows will not be tolerated.
- (8) All workers must hold a valid General Construction Induction card. No site access is permitted without this.
- (9) Subcontractors must hold a valid Contractor License through Fair Trading NSW to carry out any residential works above \$5000 (this includes labour and materials). Any un-licensed workers must be supervised at all times by the Subcontractor's authorised supervisor.
- (10) It is the Subcontractor's duty to directly supervise un-licensed workers, all work performed by these un-licensed workers is the liability of the Subcontractors.
- (11) Subcontractors must hold a valid Licence (As well as providing a copy to SCE for the records) applicable to the works they undertake issued by relevant state:
 - (a) SafeWork NSW
 - (b) Worksafe VIC
 - (c) WorkCover QLD
- (12) Additional accreditations, such as a Police Check, may be required. The Subcontractor is obligated to obtain and provide all accreditations requested by SCE.
- (13) A site specific risk assessment must be carried out and completed by the Subcontractor prior to commencing the works.
- (14) Appropriate Personal Protective Equipment (PPE) must be used on all job sites. It is the Subcontractor's responsibility to possess and use the required PPE. By signing this document, the Subcontractor acknowledges compliance with this requirement at all times. Should the Subcontractor require any PPE, they may send an email to info@scecorp.au and contact SCE management. PPE can be collected from the SCE Head Office. The minimum PPE requirements are as follows:
 - (a) Safety Helmets,
 - (b) Safety Vests,
 - (c) Safety Glasses,
 - (d) Safety Gloves,
 - (e) Safety Boots,
 - (f) Sunscreen,
 - (g) First Aid Kit
- (15) A risk assessment should first be performed to conclude the risks.

- (16) A Job Safety Analysis (JSA) must be completed prior to the commencement of each job, regardless of the perceived risk level. No work shall proceed without first completing and implementing the JSA on site.
- (17) A site-specific Safe Work Method Statement (SWMS) must be completed prior to undertaking any high-risk activities. A copy of the SWMS shall be provided to SCE or the trade supervisor before the commencement of work. The SWMS must be signed and implemented on site.
- (18) If an onsite hazard is identified, which is outside your controls, please notify SCE immediately. No works are to proceed if the activity is deemed unsafe to do so.
- (19) Before and after photos must be taken by the Subcontractor.
- (20) Before starting any work:
 - (a) The Subcontractor must submit all relevant documentation, including but not limited to JSA, SWMS, Job Start Card, and before photos, to the designated email address: construction@scecorp.au, newcastle@scecorp.au or any other email address specified by SCE.
 - (b) Work may only commence on-site after written approval has been obtained from the Directors of SCE.
- (21) Prior to job completion:
 - (a) Ensure that the site is thoroughly cleaned and all tools have been removed.
 - (b) Take after photos of the following:
 - (i) Completed works, in alignment with the Scope of Work (SOW).
 - (ii) Any changes to the SOW.
 - (iii) Rubbish stockpile.
 - (iv) Removed rubbish.
 - (c) After completing the work, all photos and relevant documents must be collected and emailed to construction@scecorp.au, newcastle@scecorp.au, or any other email address specified by SCE, prior to leaving the site.
 - (d) Contact SCE office to confirm receipt of all required documentation and verify that it is compliant before departing the site.
- (22) Any accidents/injuries or near misses must be reported to the SCE Trade Supervisor as soon as possible following the event.
- (23) No smoking allowed inside site premises. If a project allows smoking there will be a dedicated smoking area, all smoking must be done in this area. Littering of cigarette butts or other smoking-related debris will not be tolerated.
- (24) No fighting. Workers caught fighting will be removed from the site. This also applies to verbal altercations.
- (25) No swearing or playing of music which involves swearing.
- (26) No alcohol or drugs to be consumed on site. Any workers under the influence of drugs or alcohol will not be permitted onsite. Any Subcontractors suspected to be under the influence of drugs or alcohol onsite will be requested to leave at once. SCE reserved all rights to undertake random and "for cause" testing.

- (27) An onsite Portaloo will be provided by SCE on large projects. Where it is not provided onsite toilets are only to be used with the permission of the site contact. Workers must ensure toilet is left in a clean state after each use.
- (28) Portable Electrical Tools must be tested and tagged every 3 months by a suitably qualified person. RCD's are to be tested upon each installation via in-built test function. It is the Subcontractors responsibility to complete these tasks.
- (29) The Subcontractor agrees to ensure that all plant, tools and equipment used will be in a safe and serviceable condition.
- (30) Log books are required for all plant and equipment.
- (31) Mobile phones are not to be used by persons operating plant and machinery.
- (32) The Subcontractor is responsible for installing all relevant dust protection, drop sheets, floor protection, and similar measures prior to the commencement of site works, unless such items have been previously supplied by another trade.
- (33) Any damage caused whilst onsite, must be reported to SCE immediately.
- (34) Unless an onsite skip bin or designated waste location is provided, all associated waste/debris must be removed from site, by the Subcontractor unless otherwise agreed upon. Failure to comply will result in applicable back-charges.
- (35) The work areas are to be cleaned by the Subcontractor prior to leaving site. The Subcontractor is responsible to supply your own cleaning services or equipment unless otherwise agreed upon. Usage of the clients cleaning equipment will not be tolerated.
- (36) Subcontractors must comply with all relevant environmental laws and regulations applicable to the site and work activities. This includes managing waste, reducing emissions, and ensuring no harm to the surrounding environment.
- (37) Subcontractors must report any environmental incidents immediately to the SCE Trade Supervisor.
- (38) Do not disturb or remove silt fencing, hay bales or anything else that may cause sedimentation.
- (39) All contamination spills such as oils or chemicals must be reported to the Supervisor and SCE.
- (40) SDSs (Safety Data Sheets) must be available in either soft or hard copy.
- (41) At all times, any reasonable request made by a supervisor must be carried out.
- (42) "Hot Works Permits" must be completed prior to the commencement of any hot works, including but not limited to cutting, grinding, and welding, or any activity that may generate sparks.
- (43) These rules apply unless otherwise authorised. SCE reserves the right to amend these rules anytime. Additional specific site rules may apply.
- (44) The Subcontractor agrees to comply with:
 - (a) NSW WHS Act 2011, NSW WHS Regulations 2017
 - (b) VIC OHS Act 2004, VIC OHS Regulations 2017
 - (c) QLD WHS Act 2011, QLD WHS Regulations 2011
- (45) By proceeding with the work, the Subcontractor acknowledges that the above requirements will be followed and that the established rules will be applied on the worksite.

4.4. Workers (training, certifications and risk management)

- (1) All the workers under the Subcontractor's supervision will be fully inducted, trained, oriented and supervised in the activities they will perform on site.
- (2) All the workers under the Subcontractor's supervision will be skilled and accredited/ compliant to execute every activity they are assigned on site.
- (3) All the workers under the Subcontractor's supervision will follow Safety Procedures and Risk Assessments as per the State they undertake the works in, as well as comply with SCE guidelines and site rules.
 - (a) I.e. NSW Regulations stated by Safe Work Australia (Refer to link below for more information: <https://www.safeworkaustralia.gov.au/safety-topic/industry-and-business/construction>).
- (4) The Subcontractor will obtain and retain up-to-date ID documents and emergency contact details for all the workers under the Subcontractor's supervision and will provide them to SCE upon request.

4.5. Trainings Cost Paid By SCE

- (1) If you cease working with SCE or be terminated due to serious misconduct within 3 months from the training date, you are required to repay 100% of the training cost to the company.
- (2) If you cease working with SCE or be terminated due to serious misconduct within 6 months from the training date, you are required to repay 50% of the training cost to the company.
- (3) If you cease working with SCE or be terminated due to serious misconduct within 9 months from the training date, you are required to repay 25% of the training cost to the company.

4.6. Pre-Employment Health Declaration

- (1) You are required to disclose to the company any pre-existing illness, disease, injury, ailment or condition that you have suffered or continue to suffer of which you are aware and could reasonably be expected to foresee, and could be affected by the nature of the proposed employment.
- (2) The primary purpose of this pre-employment health declaration is to assist the company to ensure that no person is placed in an environment or given tasks that will result in physical or mental harm. It is not the intention of the pre-employment health declaration to deny a person employment solely because of disability, illness or injury. The health declaration is required so that the company may take the appropriate and reasonable action to ensure the employee's health, safety and wellbeing.

4.7. Workplace Accidents and Incidents

- (1) The Subcontractor guarantees that none of their employees, part-time workers or representatives have been convicted of a Workplace Health and Safety or Environmental Offence or been served a notice in the last 3 years.
- (2) The Subcontractor guarantees to stop utilising their employees, part-time workers or representatives once the breach has occurred. This breach must be communicated to SCE in writing and a suitable alternative must be provided instantly to prevent any delays to the works.

5. Non-Discloser Agreement

- (1) All information in this document, along with any related documents, appendices, attachments, addendums, and Confidential Information provided by SCE, is confidential and may only be used for the Trade Partner Services contracted by SCE.
- (2) The Subcontractor shall hold and maintain the Confidential Information in strictest confidence for the sole and exclusive benefit of the SCE.
- (3) The Subcontractor shall carefully restrict access to Confidential Information to employees, contractors, and third parties as is reasonably required and shall require those persons to sign non-disclosure agreements that are at least as protective as this Agreement.
- (4) The Subcontractor must ensure that all Confidential Information is stored securely and only shared with authorised personnel.
- (5) The Subcontractor shall not, without prior written approval from SCE, use for the Subcontractor's own benefit, publish, copy, or otherwise disclose to others, or permit the use by others for their benefit or to the detriment of SCE, any Confidential Information.
- (6) The Subcontractor shall return to SCE any and all records, notes, and other written, printed, or tangible materials in its possession pertaining to Confidential Information immediately if SCE requests it in writing.
- (7) The Non-Disclosure Agreement provisions of this document shall survive the termination of this Agreement and the Subcontractor's duty to hold Confidential Information in confidence shall remain in effect until the Confidential Information no longer qualifies as a trade secret or until SCE sends the Subcontractor written notice releasing the Subcontractor from this agreement, whichever occurs first.

6. Privacy Information Agreement

- (1) The Subcontractor is required to comply with the Privacy Information Act 1988.
- (2) If the Subcontractor collects or has access to Personal Information while performing work under subcontract with SCE, the Subcontractor must comply with the following privacy information obligations.
- (3) The Subcontractor should use Personal Information solely for the purpose of fulfilling the Subcontractor's obligations under the subcontract, unless otherwise required or authorised by law.
- (4) The Subcontractor should not disclose or transfer Personal Information outside of Australia without prior written consent from SCE, unless required or authorised by law.
- (5) The Subcontractor should ensure that the Subcontractor's employees do not access, use, or disclose Personal Information except as necessary for their work under the subcontract.
- (6) The Subcontractor should ensure that any third parties or subcontractors with access to Personal Information comply with the same obligations imposed on the Subcontractor under the subcontract.
- (7) The Subcontractor should fully cooperate with SCE in responding to requests for access to or amendments of documents containing Personal Information, as well as to privacy complaints.

- (8) The Subcontractor should adhere to any additional privacy and security measures SCE may reasonably request from time to time.
- (9) Upon SCE' request, the Subcontractor must obtain a signed deed on privacy information from the Subcontractor's employees, agents, or subcontractors in an acceptable form.
- (10) The Subcontractor must notify SCE immediately of any breaches of these privacy information requirements.
- (11) These privacy information obligations will persist after the subcontract ends.

7. Non-Solicitation Agreement

- (1) The Subcontractor shall not directly or indirectly approach, solicit, or engage clients for any business transactions or projects during the term of the subcontracting relationship with SCE.
- (2) This restriction extends to a duration of 24 months, applying to all employees, agents, and representatives.
- (3) Violation may result in immediate termination of our subcontracting relationship and may subject to legal action for damages. This provision is intended to protect the ongoing relationship and confidentiality between SCE and the Subcontractor.

8. Subcontractor Agreement

Trade Name:	
ABN/CAN:	
Trade Representative:	
Street Address:	
Postal Address:	
Contact Number:	
Email address:	
Trade licence number:	

- (1) The Subcontractor confirms that this information is true and correct.
- (2) The Subcontractor agrees to notify SCE immediately of any changes to this information.

By signing below, I acknowledge that I have read, understand and willing to fully accept SCE terms and conditions as mentioned in the document.

Trade Name: _____

Signature: _____

Representative:

Role:

Date:

Signature: _____

Witness:

Role:

Date: