

## Annexure part B - HRR - Special Conditions of Contract

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### 1.0 Rottnest Island Code of Conduct

The Supplier warrants that they are aware of the Rottnest Island Authority ('RIA') Code of Conduct governing visitors on Rottnest Island – refer Annexure C – HRR – Rottnest Code of Conduct. The RIA and Police reserve the right to remove offending persons from the Island and issue Island travel bans for breach of code of conduct or other inappropriate behaviour.

More information can be found at [www.rottnestisland.com](http://www.rottnestisland.com)

#### 1.1 No Liability

The Supplier agrees to indemnify the Purchaser, its directors and staff from any and all responsibility, liability, losses, damages, actions, causes of action, claim in tort, demands and expenses, of whatever nature or kind, arising by or resulting from RIA, the WA Police or the Purchasers actions in response to breach of code of conduct or other inappropriate behaviour by the Supplier or its employees or representatives (including sub-contractors of the Supplier).

### 2.0 Accommodation, Manning and Site Allowances

Unless expressly stated within the contract, the Purchaser shall provide no accommodation, nor be liable for any site based allowances (including statutory allowances owed by the Supplier to employees) or costs whatsoever to the Supplier or its employees or representatives (including sub-contractors of the Supplier) for the purposes of carrying out work under the contract.

The Purchaser recommend that the Supplier and its employees and representatives (including sub-contractors of the Supplier) travel to Rottnest each working day via the Ferry services. Should the Supplier choose to accommodate workers on the island they do so at their own discretion and at their own cost.

The Supplier warrants that, whether by accommodating staff on Rottenest Island or by travelling to Rottenest each working day or otherwise, allowance is made for sufficient manning to meet the construction Schedule and any revisions of the construction Schedule or acceleration which may be required from time to time.

#### 2.1 Vehicles & Driving

The Supplier acknowledges that bringing vehicles onto the island and driving is to be strictly limited to the minimum required to complete the works. The Supplier shall make all reasonable allowances and adopt all reasonable construction methodologies such to minimise the requirement vehicles & driving required on Rottnest Island.

All vehicles must be approved by the Purchaser and RIA prior to being transported to site. The Supplier must complete the RIA 'Permit to Drive Form' at least 10 business days prior to date vehicle required on site. The permit is required for each vehicle and for each driver.

More information can be found at <http://ria.wa.gov.au/approval-and-permits/>

### **3.0 Ferry & Travel Allowances**

If expressly stated in the contract, the Purchaser shall provide Ferry travel for the Supplier and the supplier's employees (or make the monetary allowance equivalent), for the purposes of carrying out work under the contract, up to a pre-established maximum number of return tickets.

#### **3.1 Rottnest Island Admission Fee**

The Supplier (and its employees) is assumed to be eligible for exemption of the Rottnest Island Admission Fee. The Supplier may, if eligible, obtain 'Contractor' Ferry tickets (i.e. the discounted ticket price, adjusted for the waived Rottnest Island Admission Fee) under the project's Rottnest Island Admission Fee exception.

If an allowance has been made, the Purchaser has allowed for the cost of a 'Contractor' return Ferry ticket only (i.e. the cost of the Ferry ticket minus the Rottnest Island Landing Fee), which is \$30.91 EX GST per return trip.

The Purchaser may, at its sole discretion, elect to credit a monetary sum equivalent to the value of the pre-established ferry tickets allowed by the Purchaser to the Suppliers Contract Sum, either by way of the Purchase Order or via a Contract Variation, in which case the Contractor transfers to the Supplier (and is thereby devoid of) all responsibility and liability for direct and indirect costs of the Ferry tickets, travel and associated management of such.

If the Supplier is ineligible, or at any time becomes ineligible, to the Rottnest Island Fee exemption for any reason whatsoever, including misuse of the exception, the Purchaser is not liable or responsible to the Supplier for any increased costs, damages or claim whatsoever in relation to the Suppliers ineligibility to the Rottnest Island Fee exemption.

Once the pre-established maximum number of return tickets has been exhausted, the Purchaser is not liable to continue to provide Ferry tickets to the supplier. Should the Supplier require further Ferry transfers to complete the works, the Supplier must do so as required to complete the works without delay, by its own management and at its own cost.

Should the Supplier not use the pre-established maximum number of return tickets for any reason whatsoever (including travel by other means or accommodating staff on the island), the Supplier is not entitled to a payment, credit or otherwise, for the unused number of pre-established return tickets.

For the avoidance of doubt, in any case, the Purchaser will not be responsible for management of arranging, booking or scheduling the Suppliers Ferry ticket and travel requirements.

The supplier acknowledges and agrees that the Purchaser shall not be liable for costs, damages, or any claim arising in relation to the Suppliers failure to manage or organise Ferry tickets or other travel requirements.

#### 4.0 Material Transport and Barging

If expressly stated in the contract, the Purchaser shall make allowance for costs associated with transporting the Suppliers materials and equipment from the Barge service operator in Fremantle to the project Site, for the purposes of carrying out work under the contract, up to a pre-established maximum number barging allowance, consisting of pallet spaces and/or vehicles/machinery.

Unless otherwise stated the transporting of materials shall be via Barge service from Fremantle. The Supplier is responsible for advising the Purchaser of all material movements (including number of pallet spaces, type of material and type/size of vehicles/machinery) 7 working days prior to the date materials are required on site.

The Supplier is responsible for delivering the materials to the Barge service laydown area in Fremantle not less than 3 working days prior to the date materials are required on site.

The Supplier is responsible for palletising or bundling all material and securing material in such a manner than the material can be handled via a forklift, does not exceed 6.5m in length (vehicles excepted) and shall not be damaged during transport, including if necessary waterproof wrapping or similar. The Supplier is responsible for the cost of packaging & protecting materials.

The Supplier is liable for costs to the Purchaser for any material or equipment transport requirements over and above the pre-established maximum number of pallet spaces and/or vehicles. Should the Supplier require further Barging to complete the works, the Supplier must do so as required to complete the works without delay, by its own management and at its own cost. Alternatively, the Purchase may agree (at its sole discretion) to provide additional barging to the Suppler, which will be charged at the rates set out below:

<b>TYPE</b>	<b>(\$ EX GST</b>
Pallet (Dry)	142.82
Pallet - Non Standard (<2m)	199.45
Container Box / Wire cage	163.90
Additional Hours (	670.63
Special Barge – Other (5 hours)	6404.84
<b>Vehicles</b>	
Light Vehicle (lineal m)	118.33
Heavy Vehicle / Trailer (lineal m)	133.04
Hook Bin (lineal m) (Excludes Bin Hire)	188.04
Skip Bin (Excludes Bin Hire)	394.02

<b>Bundles</b>	
Bundle (<4m)	244.46
Bundle (4m - 8m)	453.22
Bundle (<4sqm)	366.78
Bundle (>4sqm) (per m2)	97.44

Should the Supplier not use the use the pre-established maximum barging allowance for any reason whatsoever (including barging by other means or reduction in materials required), the Supplier is not entitled to a payment, credit or otherwise, for the unused pre-established maximum barging allowance sum.

Notwithstanding anything in this section, section 6.1 of the Terms and Conditions of Purchase Order applies.

#### 4.1 Goods in Transit Insurance

The Supplier shall, before transporting or otherwise moving in anyway any plant equipment or material intended for incorporation in the works, effect a policy insurance against loss of or damage to the same during their transit to the site (including by air, sea or otherwise) and during their unloading at the site which shall:

- a) Be for amount being no less than the full value of the plant or equipment;
- b) Be effected with an insurer on terms and conditions both satisfactory to and approved in writing by the Purchaser; and
- c) Be in the joint names of the Supplier and Purchaser.

#### 5.0 Liquidated Damages to Apply

If liquidated damages are applicable to the contract, liquidated damages continue to apply to the Supplier with full affect in all instances relating to any obligation, compliance, adherence or breach of any obligation under the Contract or these Special Conditions of Contract, including (but not limited to) in the event of:

- Failure to assign adequate manning,
- Failure to schedule Ferry transfers, accommodation or otherwise as required to maintain adequate manning,
- Failure to obtain vehicle and driving permits from RIA,
- Failure to schedule, organise or delivery materials,
- Failure to organise own Ferry transfers or materials barging once the pre-established maximum allowance is exhausted, or
- Delays to scheduled works for any reason whatsoever.