

## ROCKHAMPTON REGIONAL COUNCIL CONSULTANCY SERVICES AGREEMENT

**DATED** DD MMMM YYYY

**BETWEEN**

ROCKHAMPTON REGIONAL COUNCIL

ABN 59 923 523 766

(Council)

**AND**

**CONTRACTOR NAME**

**ABN XX XXX XXX XXX**

(Contractor)

**FOR**

AUDIT COMMITTEE REPRESENTATIVE 2016-2020

CONTRACT NO: 9981

## TERMS AND CONDITIONS OF ENGAGEMENT

### 1. GENERAL

Council engages the Contractor to perform the services set forth in Annexure One (the Services) in consideration for the payment of the remuneration set out in Annexure One, in accordance with these Terms and Conditions of Engagement.

### 2. PERFORMANCE OF THE SERVICES

The Contractor shall perform the Services in accordance with all relevant Acts, Regulations, Bylaws, Ordinances or Orders and Australian Standards and in a professional and efficient manner and shall exercise due care, skill, diligence and judgement in its execution.

The Contractor shall make all reasonable efforts to inform itself of Council's requirements and shall consult regularly with Council throughout the performance of the Services to ensure that all aspects of the Services are performed in accordance with this Agreement.

### 3. PROVISION OF INFORMATION

Should the Contractor consider that information, documents or other particulars made available to it by Council are not sufficient to enable the Contractor to perform the Services in the manner and to the standard required, it shall promptly advise Council of the nature of the deficiency. Council will provide such further information, documents or other particulars as are reasonably necessary in the circumstances.

The Contractor shall keep Council informed of all material matters relating to the Services and shall promptly notify Council of any matter that may or will change the scope, cost or timing of the Services.

### 4. PARTIES REPRESENTATIVES

Council and the Contractor shall each appoint a representative and such appointments shall be as set out in Clause 21 and Annexure 2 unless otherwise communicated to the other party in writing. Council and the Contractor agree that their respective representatives shall have authority to act on their respective behalf for all purposes in connection with the Agreement.

### 5. REMUNERATION AND PAYMENT

The remuneration payable by Council to the Contractor for the performance of the Services shall be calculated on a lump sum, time charge or other agreed basis, expense reimbursement, or a combination of these, as specified in Annexure One.

The Contractor shall submit the payment claim in the form of an invoice to Council at the time and to the address set out in Annexure One. The invoice shall quote Council's purchase order number and be supported by substantiation of the amount claimed to the satisfaction of Council.

Council will pay the undisputed portion of invoices, which are correctly submitted in accordance with the requirements of this clause, within thirty days of the date of receipt of the invoice and all supporting documentation. Where the parties disagree whether any portion of the amount claimed in an invoice is payable under the terms of this Agreement the matter shall be resolved in accordance with clause 20 of this Agreement.

Payment will be either by electronic funds transfer will be deemed to have been made on the date printed on Council's remittance advice notifying the Contractor of the payment.

### 6. PROGRESS AND PROGRAMMING OF THE SERVICES

The Contractor shall commence and complete the Services upon the dates specified in Annexure One or such other dates as agreed in writing between the parties.

In the event that Council, or others for whom Council is responsible, delay commencement or completion of the Services, Council will:

- (a) extend the commencement or completion dates (as the case may be) by one working day for each working day's delay so caused; and
- (b) reimburse the Contractor for reasonable extra costs incurred as a result of the delay provided that the Contractor has used its best endeavours to minimise such costs.

## **7. VARIATIONS TO THE SERVICES**

Council may at any time but not unreasonably, by written notice require the Contractor to vary the nature, scope or timing of the Services and the Contractor shall comply with such request without prejudice to this Agreement. Where any such variation is required the parties shall negotiate in good faith the adjustment (if any) to the time for completion and to the remuneration payable to the Contractor to reflect any increase or decrease in costs incurred by the Contractor as a consequence of the variation. The adjustment to the remuneration, whether negative or positive, shall include a reasonable allowance for profit.

The Contractor shall not commence work on the variation without Council's consent and written agreement between the parties to the varied remuneration and the time for completion.

## **8. DEFECTIVE SERVICES**

In the event that any part of the Services performed by the Contractor does not, in the reasonable opinion of Council, meet the requirements of this Agreement, then the Contractor shall, if requested by Council, re-perform at its own cost and without unreasonable delay any part of Services that is deficient. If the Contractor fails to re-perform the deficient Services without delay Council shall have the right to have the deficiency rectified by others. Any direct additional costs incurred by Council arising from having the deficiency rectified by others shall be a debt due from the Contractor to Council and may be deducted by Council from moneys otherwise due to the Contractor.

This Clause will not apply where the alleged defect or deficient Services arise as a result of or in connection with Services where the Contractor has relied upon inputs and formal assumptions provided, identified, adopted or approved by Council.

## **9. KEY PERSONNEL**

Where any part of the Services is to be performed by key personnel nominated in Annexure Two the Contractor shall not, without Council's consent;

- (a) allow the nominated key personnel to delegate their tasks to others;
- (b) substitute the nominated key personnel with others.

## **10. SITE WORK CONDITIONS**

If the Contractor is required under this Agreement to perform work at a location owned or occupied by Council, the Contractor shall be bound by the terms and conditions of the document titled "Council Workplace Health & Safety for Contractors", and shall form part of this Agreement.

The Contractor shall sign the Council Workplace Health & Safety for Contractors Declaration form (attached at Appendix C) prior to performing work under this agreement

## **11. COMPLIANCE WITH COUNCIL'S POLICIES AND PROCEDURES**

The Contractor, Contractor's employees, its agents and sub-contractors shall comply with Council's published policies and procedures when performing works under this contract.

A copy of Council's policies and procedures can be located on Council's Website at:  
<http://www.rockhamptonregion.qld.gov.au/About-Council/Policies-and-Procedures>

## 12. FORCE MAJEURE

Neither party shall be liable for any failure to perform its obligations under this agreement to the extent that such failure is caused by anything beyond its control. If such failure continues for a period of 1 month or more, then either party may terminate this agreement, in accordance with Clause 17, upon giving the other party written notice of termination.

## 13. INTELLECTUAL PROPERTY RIGHTS

Subject to Council not breaching the payment terms of the contract the title to and all intellectual property rights in all documents, materials and information incorporated in the Services shall vest, on its creation, in Council. Council will grant to the Contractor a right to use such items to the extent necessary to carry out the Services but not otherwise.

The Contractor must do all things necessary including executing appropriate documents to vest title (if for any reason it is not already vested in Council) in all intellectual property rights in all such items in Council.

To the extent that the items contain material the subject of or developments of pre-existing intellectual property rights of the Contractor or third parties, this Contract does not affect those rights but the Contractor hereby grants and shall ensure that relevant third parties grant to Council, a non-exclusive, non-transferable, irrevocable paid up license to use and reproduce the items for the purpose of this Agreement. If Council wishes to alter or extract or modify or adapt any part of the items, there must be no attribution to, express or implied, or reference to, the Contractor (or the Contractor's role in relation to the items) in writing or in any other form (Disclosure). In the case of any deliberate inadvertent Disclosure Council will indemnify the Contractor from all costs, claims and liabilities.

This clause shall survive termination or completion of this Agreement.

## 14. CONFIDENTIALITY

The Contractor shall keep confidential all documents, drawings and other information supplied by Council and shall not disclose such items to a third party except as may be required by law or for the proper execution of the Services. Where it is necessary for the Contractor to provide such items to a third party the Contractor shall, prior to supply of the items, ensure that the third party has entered into a non-disclosure agreement with the Contractor in respect of the items.

The Contractor shall not issue any information or statement concerning this Agreement or the Services to any media without the prior written approval of Council. This clause shall survive termination or completion of this Agreement.

The Contractor will, prior to commencement of the Services, provide Council with the original signed confidentiality undertaking in the form found in Appendix B.

## 15. PRIVACY AND DISCLOSURE OF PERSONAL INFORMATION

Where the Contractor has access to Personal Information in order to fulfil its obligations under this Contract, it must:

- a) Where the Contractor is responsible for holding Personal Information, ensure that Personal Information is protected against loss and against unauthorised access, use, modification or disclosure and against other misuse;
- b) Not use Personal Information other than for the purposes of the Contract, unless required or authorised by law;
- c) Not disclose Personal Information without the written agreement of Council's Representative or any other persons authorised in writing by Council, unless required or authorised by law;
- d) Ensure that only authorised personnel have access to Personal Information;
- e) Immediately notify Council if it becomes aware that a disclosure of Personal Information is, or may be required or authorised by law;

- f) Make its employees, agents and subcontractors aware of the Contractor's obligations under this clause including, when requested by Council, requiring those employees, agents and subcontractors to promptly sign a Privacy Deed (attached at Appendix A), substantially in the form appearing in the Schedule, relating to Personal Information; and
- g) Comply with such other privacy and security measures as Council reasonably advises the Contractor in writing from time to time.

The Contractor must immediately notify Council upon becoming aware of any breach of clause 15.

## 16. CONFLICTS OF INTEREST

The Contractor warrants that, except as notified to Council at the date of signing the Agreement, no Conflict of Interest exists or is likely to arise in the performance of its obligations under the Agreement, by it or its Personnel.

The Contractor must use its best endeavours (including making all appropriate enquiries) to:

- (a) ensure that a situation does not arise that may result, or appear to result, in such a Conflict of Interest; and
- (b) ensure that none of its Personnel engages in any activity or obtains any interests that may reasonably be considered to conflict with, or restrict the Contractor in, performing its obligations under the Agreement fairly and independently.

The Contractor must not engage in any activity, transaction or arrangement that would be likely to result, or appear to result, in a Conflict of Interest arising or continuing (including any activity, transaction or arrangement which Council may reasonably view as a Conflict of Interest), unless the Contractor has complied with this clause and Council has given its written approval for the Contractor to engage in that activity.

Where a Conflict of Interest arises in the performance of the Contractor's obligations under the Agreement, the Contractor must notify Council promptly of the situation, provide any information reasonably requested by Council and follow all reasonable directions by Council about the method for handling the Conflict of Interest.

Without limiting Council's rights, a failure to comply with this clause is a breach of the Agreement and Council may terminate the Agreement in accordance with Clause 17.

## 17. TERMINATION

If the Contractor is in breach of any material obligation under the Agreement and Council gives notice in writing to remedy the breach and the breach is not remedied within 7 days or other extended mutually agreed period of the service of the notice, Council may terminate the Agreement, which termination shall take effect from the date of a further notice advising the Contractor of the termination.

The Agreement may be terminated at any time upon the mutual consent and confirmation in writing of the parties.

## 18. RESIGNATION

Should the Contractor choose to resign from this appointment, the Contractor will be required to give 3 months' notice, unless otherwise approved in writing by Council's Representative.

Upon resignation of this appointment with the Audit Committee, all correspondence, documents, papers and other property belonging to Council which may be in the External Audit Committee Member's possession or under their control must be immediately returned to Council.

## **19. NEGATION OF EMPLOYMENT AND AGENCY**

The parties acknowledge that the Contractor is an independent Contractor and in performing the Services is not for any purpose a partner, employee or agent of Council. The Contractor shall not be entitled to bind Council or pledge the credit of Council nor shall the Contractor be entitled to collect or to pay moneys on behalf of Council unless expressly authorised by Council to do so.

The Contractor shall be responsible for all aspects of employment conditions relating to the workforce performing the Services and shall be liable for, and indemnify Council against, any claim by any other party including, but not limited to, such items as Workers Compensation, Superannuation, Income Tax and any other government imposts, charges and levies.

## **20. ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the parties and any prior verbal or written communications between the parties shall not affect its interpretation. Any amendment to this Agreement must be in writing signed by the parties.

## **21. RESOLUTION OF DISPUTES**

Where any dispute arises under this Agreement between the parties in relation to any matter the difference shall be notified in writing to the other party. Within 7 days of the date of the notification, which shall contain details of the difference, the parties shall negotiate in good faith to resolve the difference to their mutual satisfaction. Any resolution of the dispute shall be recorded in writing and signed by the parties and shall be final and binding.

Neither party shall institute any action or proceeding against the other party in any Court with respect to any dispute unless the parties have first complied with the dispute resolution provisions of this Clause 20 and have failed to resolve the dispute within 30 days or other extended mutually agreed period of the date of receipt of notification of the dispute.

Notwithstanding the existence of any dispute each party shall at all times proceed diligently with the performance of its obligations under this Agreement.

## **22. NOTICES**

Where any notice is to be given in writing pursuant to this Agreement, service thereof shall be effected either by its delivery by hand to the relevant party's representative appointed under Clause 4 or by its delivery either by hand or facsimile or prepaid post to the relevant party's address set out in Annexure Two. Service of any notice shall be deemed to have been given or made:

- (a) at the time of delivery when delivered by hand;
- (b) two working days after posting by prepaid post;
- (c) immediately upon production of a transmission report by the machine from which a facsimile transmission was sent indicating that the facsimile was received in its entirety at the recipient's facsimile number; or
- (d) at the time of delivery when delivered by electronic mail.

as the case may be.

## **23. ASSIGNMENT AND SUBCONTRACTING**

Either party may assign this Agreement or a right under this Agreement with the written consent of the other party (whose approval shall not be unreasonably withheld).

The Contractor must not subcontract any of its rights or obligations under this Agreement (including any part of the Services) without the prior written approval of Council. If, in accordance with this Clause, the Contractor subcontracts any of the Services, the Contractor shall remain fully responsible for the Services and its obligations under this Agreement.

#### **24. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of the State of Queensland and the parties hereby agree to submit to the jurisdiction of the Courts of that State.

#### **25. GOODS AND SERVICES TAX**

In this Contract, "GST" means a goods and services tax imposed by the Commonwealth of Australia.

The Contractor acknowledges that in terms of the GST legislation it will, under the Contract, be a 'supplier' and may be required to remit GST to the Commissioner of Taxation.

The Contractor will ensure that all invoices rendered to Council under the Contract are in a format that identifies any GST paid, and which permits Council to claim an input tax credit.

The parties agree that the agreed prices for Goods or Services under the Contract are GST exclusive prices, and that the amount payable under the Contract shall not be varied by the amount of the GST.

**FORMAL INSTRUMENT OF AGREEMENT**

EXECUTED by the parties on the ..... day of ..... 20....

Signed for and on behalf of )  
**[Insert Contractor's Company Name]** )  
 by : )  
 )  
 )  
 ..... ) Signature.....  
 (Name of Signatory) )  
 )  
 )  
 ..... )  
 (Title of Signatory) )  
 )  
 in the presence of: )  
 )  
 )  
 ..... ) Signature of Witness.....  
 (Name of Witness)

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Signed for and on behalf of )  
 Rockhampton Regional Council )  
 by : )  
 )  
**Evan Pardon** ) Signature.....  
**Chief Executive Officer** )  
 )  
 )  
 )  
 in the presence of: )  
 )  
 )  
 ..... ) Signature of Witness.....  
 (Name of Witness)



## **ANNEXURE 1**

### **Clause 1 - The Services**

The Services shall be as per the Audit Committee Policy included as Appendix D to this Agreement.

### **Clause 1 & 5 – Remuneration**

Remuneration payable per attendance at each Audit Committee Meeting:

- o Committee Chair – \$2200 (plus applicable GST) plus travel expenses; and
- o Committee Members – \$2,000 (plus applicable GST) plus travel expenses.

Reimbursement of reasonable travel expenses can be claimed by invoicing Council and forwarding supporting documentation.

Payments will be made on receipt of invoice, to be supplied after attendance at a scheduled meeting. Rockhampton Regional Council payment terms are 30 days and are paid on the last business day of the following month of receipt.

### **Clause 5 – Time and Place for Lodgement of Payment Claims**

Correctly rendered Tax Invoices, including the **Purchase Order** number, are to be emailed to Accounts Payable at [creditors@Council.qld.gov.au](mailto:creditors@Council.qld.gov.au) and a copy sent [john.wallace@Council.qld.gov.au](mailto:john.wallace@Council.qld.gov.au) .

### **Clause 6 – Progress and Programming of the Services**

The term of the Contract will be for **x years xx months** and will commence on **xxxx** through to the 31 October 2020.

## **ANNEXURE 2**

### **Clause 4 & 20 – Addresses for Notices**

Council: Rockhampton Regional Council  
232 Bolsover Street  
Rockhampton, QLD, 4700

Council's Representative: John Wallace  
Chief Audit Executive  
  
Postal Address:  
PO Box 1860  
Rockhampton, QLD, 4700

Phone: 07 4936 8299  
Facsimile: 1300 22 55 79  
Email: [john.wallace@Council.qld.gov.au](mailto:john.wallace@Council.qld.gov.au)

The Contractor: **[Insert Consultant/Contractor's Company Name]**  
Attention: **[Insert Contact Name]**

Postal Address:

**[Insert Consultant/Contractor's Address]**

Phone: **[insert phone number]**  
Facsimile: **[insert fax number]**  
Email: **[insert email address]**

### **Clause 9 – Key Personnel**

The key personnel engaged on the Services and their respective tasks are as follows:-

Council's Representative: John Wallace

Consultant: **[Insert Consultant/Contractor's Name]**

**Appendix A**

**PRIVACY DEED -  
ACCESS TO PERSONAL INFORMATION**

*Between*

**ROCKHAMPTON REGIONAL COUNCIL**

**“Council”**

**and**

.....  
**Insert name of the Consultant**

**“the Consultant”**

This Deed is made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**BETWEEN:** **Rockhampton Regional Council of 232 Bolsover Street, Rockhampton,**  
in the State of Queensland ("Council").

**AND:** .....of .....

(Insert the name of Consultant) (Consultant's address)

in the State of Queensland ("the Consultant")

**RECITAL:**

- A. The Consultant has entered into a Contract with Council for the provision of Consultancy Services, which includes access to information that contains Commercial in Confidence and Personal Information.
- B. The Personal Information held by the Consultant is subject to the Information Privacy Act 2009 (Qld) and Information Privacy Principles.
- C. The Consultant has undertaken that in the performance of the Contract with Council it will comply with the Information Privacy Act 2009 (Qld) and Information Privacy Principles and has made other undertakings in relation to the collection, use, handling, distribution and disclosure of the Personal Information.

**OPERATIVE PROVISIONS**

**1. Personal Information**

The Consultant acknowledges that Personal Information is, for the purposes of the Information Privacy Act 2009 (Qld), Information Privacy Principles and this Deed –

*information or an opinion (including information or an opinion forming part of a database), whether true or not, and whether recorded in a material form or not, about a natural person whose identity is apparent, or can reasonably be ascertained, from the information or opinion.*

**2. Consultant's undertaking**

The Consultant undertakes it must -

- (a) comply with Parts 1 and 3 of Chapter 2 of *the Information Privacy Act 2009* in relation to the discharge of its obligations under this Agreement;
- (b) not use Personal Information other than for the purposes of this Agreement, unless required or authorised by law;
- (c) not disclose Personal Information without the prior written consent of the other party, unless required or authorised by law;
- (d) not transfer Personal Information outside of Australia without the prior written consent of the other party;
- (e) ensure that access to Personal Information is restricted to those of its employees and officers who require access in order to perform their duties;

- 
- (f) ensure that its officers and employees do not access, use or disclose Personal Information other than in the performance of their duties;
  - (g) ensure that its sub-contractors who have access to Personal Information comply with obligations the same as those imposed on a party under this clause;
  - (h) fully co-operate with each other to respond to applications for access to, or amendment of a document containing an individual's Personal Information and to privacy complaints; and
  - (i) comply with such other privacy and security measures as each party reasonably advises in writing from time to time.

Each party must immediately notify the other party on becoming aware of any breach of this clause.

### **3. Breach**

The Consultant acknowledges that failure to comply with this Deed may lead to action by Council.

### **4. Surviving Obligations**

The undertakings made in this Deed will survive the termination or expiry of the Contract between Council and the Consultant.

### **5. Acknowledgement by Consultant**

The Consultant undertakes that in signing this Deed -

- (a) he or she understands the Consultants' responsibilities in relation to information privacy;
- (b) he or she will not access, use, disclose or retain Personal Information except in relation to the purpose for which the Personal Information was acquired; and
- (c) he or she understands the possible consequences of a breach of this undertaking.

### **6. Variations and amendments**

No term or provision of this Deed may be amended or varied unless such amendment or variation is reduced to writing and signed by the parties.

### **7. Applicable law**

This Deed will be governed and construed in all respects in accordance with the law of Queensland and the parties submit to the jurisdiction applicable to the Courts of Queensland in respect of all matters arising under this Deed.

**EXECUTED AS A DEED**

By ..... )  
[Insert Council Officer's Name] )  
this day of 20 )  
in the presence of )  
..... )  
(signature of witness) )  
..... )  
(print name of witness) )  
A JUSTICE OF THE PEACE/ )  
COMMISSIONER OF DECLARATIONS )  
)  
)  
)  
)  
)  
)  
)

.....  
(signature)

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By ..... )  
[insert the name of the Consultant] )  
this day of 20 )  
in the presence of )  
..... )  
(signature) )  
..... )  
(name of witness) )  
A JUSTICE OF THE PEACE/ )  
COMMISSIONER OF DECLARATIONS )  
)  
)  
)  
)  
)  
)  
)

.....  
(signature)

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## Appendix B

### Confidentiality undertaking

Dated:

By

**Recipient**        **[Consultant Company name] ABN [Insert] of [Insert address]**

### BACKGROUND

- A. Under an agreement **9981 – Audit Committee Representative (Agreement)** made between Rockhampton Regional Council (**COUNCIL**) and **[Consultant Company name] (Recipient)** the Recipient agreed to enter into this Undertaking.
- B. In consideration of COUNCIL entering into the Agreement with the Recipient, the Recipient agrees to the terms of this Confidentiality Undertaking for the benefit of Council and its successors and assigns.

### NOW THIS DEED WITNESSES

1. The expressions used in this Undertaking have the same meaning as those used in the Agreement referred to in the Background.
2. The Recipient covenants and agrees to take all action necessary to maintain the confidential nature of the Confidential Information.
3. The Recipient covenants and agrees not to:
  - (a) disclose any of the Confidential Information to any person without Council's prior written consent;
  - (b) use or reproduce any of the Confidential Information for any purpose other than for the performance of Services to Council under the Agreement;
  - (c) use any of the Confidential Information:
    - (i) in a manner which might prejudice the businesses of Council or otherwise cause loss or damage to Council; or
    - (ii) for the purpose of providing a competitive advantage to the Recipient or a third party.
4. The Recipient acknowledges that damages are not a sufficient remedy for any breach of this Undertaking and that Council is entitled to specific performance or injunctive relief (as appropriate) as a remedy for any breach or threatened breach by the Recipient in addition to any other remedies available to Council at law, in equity or pursuant to statute concerning the Consultant under the Agreement.
5. The Recipient covenants and agrees to deliver to Council all documents and other materials (including copy documents) in any medium in the Recipient's possession, power or control which contain or refer to any of the Confidential Information (whether or not those documents and other materials were created by the parties) on the earlier of:
  - (a) demand by Council; and
  - (b) the time the documents and other materials are no longer required for the performance of Services to Council under the Agreement.

- 
6. The Recipient is permitted to keep one copy of Confidential Information created by the Recipient under this agreement for its records and may continue to store Confidential Information on its computer back-up files.

Signed by the Recipient as a deed

\_\_\_\_\_  
^ Signature of Recipient

\_\_\_\_\_  
^ Signature of witness

\_\_\_\_\_  
^ Name of witness (print)



## Appendix C

# Workplace Health & Safety Sign Off For Contractors

Rockhampton Regional Council welcomes you to our workplace. Rockhampton Regional Council is committed to providing a safe and healthy working environment for our employees, contractors, volunteers and visitors to the workplace.

Rockhampton Regional Council requires that all contractors receive information relating to their health and safety duties and other WHS requirements prior to performing work for Council. All contractors must ensure they understand their duties and WHS requirements for working at Council worksites.

It is essential that all contractors work in accordance with their duties stated in the *Work Health and Safety Act 2011* and the *Work Health and Safety Regulation 2011* as well as Council's Safety Management System (SafePlan) and all other relevant legislation, Codes of Practice and Standards.



## WORKPLACE HEALTH AND SAFETY POLICY STATEMENT

Rockhampton Regional Council is committed to providing a safe and healthy working environment for our employees, contractors, volunteers, work experience students, apprentices, trainees and visitors to the workplace.

Adopting and promoting the provisions of the *Work Health and Safety Act 2011* and its associated Regulation, Codes of Practice and Standards is paramount, together with significant importance placed in the areas of hazard and risk management, injury prevention strategies and a focus on continuous improvement through the use of the Safeplan system will ensure Workplace Health and Safety (WHS) plans are achieved.

Rockhampton Regional Council's primary WHS objective is to eliminate or reduce risk by developing proactive strategies and adopting a risk management approach to WHS in order to provide an injury / illness free workplace. We understand that creating and maintaining a safe and healthy working environment is a major part of our overall responsibilities, and that all employees with management or supervisory responsibilities are accountable for the health and safety of employees, contractors, volunteers, work experience students, apprentices, trainees and visitors in their respective work areas.

In conjunction with this Policy, individual safe work procedures, work instructions and guidelines will be prepared in consultation with relevant employees and issued across the organisation.

We expect all employees, contractors, volunteers, work experience students, apprentices, trainees and visitors to our workplaces to follow safe work practices as prescribed under the legislation and in our policies and safe work procedures and that they make every effort to reduce the risk of injury to themselves and others.

We will provide adequate resources to manage and maintain health and safety together with regular training on workplace health and safety and expect our employees to attend.

Workplace Health and Safety is paramount and we all have an obligation to ensure that we have a safe and healthy working environment and we encourage you to actively participate in workplace health and safety so that Rockhampton Regional Council can achieve this goal.



Evan Pardon  
Chief Executive Officer  
Rockhampton Regional Council  
March 2016

## General Work Health & Safety (WHS) Rules for Contractors

Rockhampton Regional Council welcomes you to our workplace. It is important for you to be aware of your duties and responsibilities under the *Work Health and Safety Act 2011*, *Work Health and Safety Regulation 2011*, Council's Safety Management System (SafePlan) and all other relevant legislation, Codes of Practice and Standards.

The following conditions will apply to all contractors:

- You **must** read and understand all of the contents of this document before commencing work on any Council worksite.
- You **must** comply with the wearing of personal protective equipment / clothing for each work area – **failure to do so will result in you being asked to stop work and leave our workplace until you do comply with the following requirements:**
  1. Safety footwear is compulsory on all external/industrial worksites. Closed in and substantial footwear is required in other areas such as office environments.
  2. Safety glasses/eye protection must be worn whenever / wherever there is a risk of eye injury. E.g., using grinders, saws, weed eaters, power tools.
  3. Hearing protection must be worn when and where there is a risk of exposure to excessive noise. E.g. using power tools.
  4. Respiratory protection must be worn when there is a risk of exposure to dusts, fumes, vapours or gases.
  5. High visibility vests or clothing must be worn when working near mobile plant or working beside roads.
  6. Wide brimmed sun hats and rolled down long sleeved shirts must be worn when completing work in the sun. Council has a Sun Safety Procedure which **must** be adhered to. Baseball style caps are **not** permitted on any Council worksite.
- Smoking is prohibited in all Council offices, workshops, buildings, vehicles and plant.
- Drugs and alcohol is prohibited at all Council worksites and in plant, equipment and vehicles.
- Contractors may at any time be required to undergo drug and alcohol testing which will be conducted as described in Councils Drug & Alcohol Policy.
- Hire machinery or machinery owned by contractors must comply with all relevant standards and maintenance records must be made available upon request.
- Contractors who operate plant and machinery must be able to show proof of training and certificates of competency prior to the commencement of work. These documents must be available for inspection by the site supervisor or Councils' Safety Unit upon request.
- Contractors must ensure that the work they perform does not jeopardise the health and safety of themselves, Council employees or the general public.
- **All** incidents and near misses including damage to Telstra, Ergon Energy or gas services must be reported to the site supervisor immediately, and a written report completed and provided to the site supervisor or Councils' Safety Unit as soon as possible.
- Hazards must be reported immediately to the site supervisor.
- Contractors must not bring any hazardous chemicals on to the workplace unless prior notification is provided to the site supervisor and approval granted. Where relevant, a hazardous chemical register including safety data sheets must be available for inspection.
- Electrical equipment that is to be used on Council workplaces **must** comply with the *Electrical Safety Act 2002* and *Electrical Safety Regulation 2013*.

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- WHS Management Plans, in compliance with section 309 of the *Work Health and Safety Regulation 2011*, must be submitted for all specified work by contractors. These plans will detail the following:
    1. the names, positions and health and safety responsibilities of all persons at the workplace whose positions or roles involve specific health and safety responsibilities in connection with the project;
    2. the arrangements in place, between any persons conducting a business or undertaking at the workplace where the construction project is being undertaken, for consultation, cooperation and the coordination of activities in relation to compliance with their duties under the Act and the Regulation;
    3. the arrangements in place for managing any work health and safety incidents that occur;
    4. any site-specific health and safety rules, and the arrangements for ensuring that all persons at the workplace are informed of these rules; and
    5. the arrangements for the collection and any assessment, monitoring and review of safe work method statements at the workplace.
  - Contractors performing high risk construction work, as determined by section 291 of the *Work Health and Safety Regulation 2011*, must prepare a safe work method statement (SWMS) in accordance with section 299 of the Regulation, or work in accordance with the SWMS prepared by Council, where relevant.
  - First Aid Kits are provided at each Council workplace. If you require first aid treatment whilst at a Council workplace, you must notify the Appointed First Aid Officer for that particular site. A Council Incident Report Form must also be completed and submitted to the site supervisor.
  - All contractors must be able to provide evidence that they have adequate insurance coverage, e.g., Workers Compensation, Public Liability Insurance.
  - All contractors performing work in confined spaces must provide evidence of accredited training for work in confined spaces and appropriate SWMS's. Contractors must ensure they comply with all requirements of the relevant Australian Standard for Confined Space work.
  - Civil Construction Contractors must provide evidence that all workers have undertaken a general industry induction, provided by an accredited training body. For Construction worksites – a general safety induction for construction card.
  - Before any excavation work is performed, information about underground services must be obtained from the asset owner. This can be done by contacting Dial-Before-You-Dig (DBYD) or obtaining (DBYD) records from the site supervisor.
  - Where maintenance work is to be conducted on a Council building, contractors must ensure the asbestos register has been reviewed prior to the commencement of any work on the building. Please contact the site supervisor for a copy or access to the register.
  - To ensure public safety, Contractors must ensure appropriate signage is in place in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) when working over road reserves.
  - Appropriate barricading and signage must be in place when performing work in other designated Council worksites to ensure Council staff, volunteers and the general public are not placed at risk.
  - Contractors are responsible for ensuring their employees, agents and representatives are appropriately immunised for vaccine preventable diseases. Noting that Council may, at any time, request evidence of immunisation records.

**Note:**

It is primarily the obligation of the Contractor to understand the relevant legislation associated with your specific work activities. However, should you require further clarification on the WHS requirements when conducting work activities for Rockhampton Regional Council, please contact the Safety Unit on 1300 22 55 77.

## Declaration

*I, the undersigned, declare that all employees performing work under this agreement have read and fully understand the Work Health and Safety conditions placed upon them when performing work for Rockhampton Regional Council.*

**Name:** \_\_\_\_\_  
*Please Print.*

**Company:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Date:** ...../...../.....

## **Appendix D – Audit and Business Improvement Committee Policy**

Please see the Audit and Business Improvement Committee Policy included on the following pages.

## AUDIT AND BUSINESS IMPROVEMENT COMMITTEE POLICY (ADMINISTRATIVE POLICY)

### 1 Scope:

This policy and the attached terms of reference applies to Councillors, external representatives and employees appointed to the Rockhampton Regional Council's Audit and Business Improvement Committee.

### 2 Purpose:

To provide the framework in which Council's Audit and Business Improvement Committee operates.

### 3 Related Documents:

#### Primary

Nil

#### Secondary

*Local Government Act 2009*

*Local Government Regulation 2012*

Internal Audit Policy

### 4 Definitions:

To assist in interpretation, the following definitions apply:

Audit Committee	A requirement under s105 <i>Local Government Act 2009</i> A specialist governance advisory committee comprising of Councillors and qualified external independent members to overview and monitor the financial reporting, corporate governance, risk and control and internal and external audit functions within Council.
CEO	<i>Chief Executive Officer</i> A person who holds an appointment under section 194 of the <i>Local Government Act 2009</i> . This includes a person acting in this position.
Chief Audit Executive (CAE)	The head of the internal audit function, reporting functionally to the Audit Committee, and responsible for management of audit activity, co-sourcing, directly responsible for all audit activity and supervision of auditors/audits and audit processes, independent of management. Responsible for compliance with the IPPF.
Co-Sourcing	Provision of specialist external audit or other review and assurance services, not otherwise available in-house, and managed by and through the CAE.
Council	Rockhampton Regional Council

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Internal Audit Charter	The Council adopted document that gives the internal audit function its authority/delegated authority (to perform audits and reviews of Council and operations including review of staff/management performance). This defines the parameters of the operation of internal audit function necessary, in some more detail.
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**5 Policy Statement:**

Council is committed to an open and accountable system of governance. In accordance with s105 of the *Local Government Act 2009*, Council must establish an Audit Committee which will meet no less than two times per financial year.

The Audit and Business Improvement Committee business will be conducted in accordance with the attached Terms of Reference and the relevant legislation.

**6 Review Timelines:**

This policy will be reviewed when any of the following occur:

- 6.1. The related information is amended or replaced; or
- 6.2. Other circumstances as determined from time to time by the Council.

**7 Responsibilities:**

Sponsor	Chief Executive Officer
Business Owner	Chief Executive Officer
Policy Owner	Manager Governance Support
Policy Quality Control	Corporate Improvement and Strategy

**EVAN PARDON  
CHIEF EXECUTIVE OFFICER**

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**Corporate Improvement and Strategy use only**

**Adopted/Approved:** Adopted, 10 November 2015  
**Version:** 8  
**Reviewed Date:**

**Department:** Office of CEO  
**Section:** Governance Support  
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**Date:** 10 November 2015  
**Subject:** Terms of Reference – Audit and Business Improvement Advisory Committee  
**File Ref:** 8237

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## 1 PURPOSE

The Audit and Business Improvement Advisory Committee is a formal advisory committee of Rockhampton Regional Council and provides direction and leadership on the functional responsibilities detailed in section 3 "Responsibilities".

## 2 SCOPE AND LIMITATIONS

It is an advisory committee appointed by, and is responsible to, Council which provides Council with specialist high level advice, oversight and recommendations with respect to matters of financial reporting, corporate governance, risk and control, internal and external audit functions.

The Audit and Business Improvement Advisory Committee has no delegated authority and will make recommendations to Council for deliberation and adoption.

The main functions of the committee are to:

1. Monitor and review –
  - (i) The integrity of financial documents
  - (ii) The internal audit function
  - (iii) The effectiveness and objectivity of the local government's internal auditors;
  - (iv) The Terms of Reference for the Audit and Business Improvement Committee and
2. Makes recommendations to the local government about any matters that the committee considers need action or improvement.

## 3 RESPONSIBILITIES

The following is a list of functions assigned to the Audit and Business Improvement Advisory Committee:

- Review each of the following matters—
  - (i) The internal audit plan for the internal audit for the current financial year;
  - (ii) The internal audit progress report for the internal audit for the preceding financial year including the recommendations in the report and the actions to which the recommendations relate;
  - (iii) A draft of the local government's financial statements for the preceding financial year before the statements are certified and given to the auditor-general under section 212 of the *Local Government Regulation 2012*;
  - (iv) The auditor-general's audit report and auditor-general's observation report about the local government's financial statements for the preceding financial year.

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- Monitor the effectiveness of:
  - (i) The risk management and internal control framework
  - (ii) The corporate risk management system/risks
  - (iii) Key governance processes
  - (iv) Asset management
- Review reports on the activities and investigations of any significant fraud prevention and security related matters;
- Review and monitor whether the audit process is effective;
- Ensure the objectivity and independence of the audit functions;
- Critically review timely and reasonable implementation of management's agreed upon responses to audit's recommendations, findings and advice;
- The Audit and Business Improvement Committee will self assess annually; and
- Review any other matters referred to it by the Chief Executive Officer.

#### 4 MEMBERSHIP

In accordance with s210 of the *Local Government Regulation 2012*, an Audit Committee of a local government must –

- (a) consist of at least 3 and no more than 6 members; and
- (b) include –
  - (i) 1, but no more than 2, Councillors appointed by the local government; and
  - (ii) At least 1 member who has significant experience and skills in financial matters

The membership of the Audit and Business Improvement Advisory Committee is as follows:-

Chairperson: Mayor, Councillor Margaret Strelow

Members: Councillor Ellen Smith  
 Andrew MacLeod, Assurance, Security and Ethical Standards, BCC  
 Michael Parkinson, Director KPMG  
 Professor David Low, Head of School of Business, JCU

Alternate Member: Deputy Mayor, Councillor Tony Williams

In accordance with s266 of the *Local Government Regulation 2012*, an Audit Committee may appoint 1 person as an alternate member of the committee. An alternate member is a person who attends meetings of the committee and acts as a member of the Committee only if another member of the committee is absent. Councillor Tony Williams will only be able to be an alternate member of the Audit and Business Improvement Committee for a Councillor's absence.

Other elected members of Council may participate in committee meetings, with approval from the Chairperson or a majority vote of committee members in attendance, however, will not be a member and will not have voting rights.

In accordance with s210(2) of the *Local Government Regulation 2012*, The CEO can not be a member of an Audit Committee but can attend meetings of the committee.

Representatives from external audit will be invited to attend the meetings, however, will not be a member and will not have voting rights.

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## 5 **ROLE OF CHAIR**

The Committee Chair will assume overall responsibility for the good governance and order of the committee.

## 6 **VOTING**

Motions are decided on by a majority of the votes of the members present.

If the votes are equal, the Committee Chair will have a casting vote.

## 6 **QUORUM**

A quorum of the committee is a majority of its members. However, if the number of members is an even number, one half of the number is the quorum.

## 7 **MEETINGS**

The Audit and Business Improvement Advisory Committee will meet at least twice each financial year in accordance with s211 of the *Local Government Regulation 2012*.

Meetings, including reports, will be closed to the public, unless resolved by the committee.

## 8 **AGENDAS FOR MEETINGS**

The CEO and Chief Audit Executive will determine the agenda order presented to a committee meeting.

The agenda for will be distributed in accordance with s258 (Notice of meetings) of the *Local Government Regulation 2012*.

## 9 **ADMINISTRATIVE SUPPORT**

Administrative functions to the committee will be provided by the Governance Support unit.

**Evan Pardon**  
**Chief Executive Officer**

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