

Work Order Conditions

Version 4.1 Date: May 2026

This document sets out the terms and conditions that apply to Work Orders issued by School Infrastructure (SI) under your Local Contractor Agreement – Maintenance.

You have agreed to these terms and conditions by signing the Local Contractor Agreement.

Capitalised terms not defined in this document have the same meaning as in the Local Contractor Agreement.

General Obligations

1.1 Compliance

You must undertake all work as outlined in the Work Order in accordance with the following:

- (a) Educational Facilities Standards and Guidelines (EFSG) - Technical
- (b) Natspec;
- (c) all applicable Australian Standards;
- (d) the National Construction Code (formerly BCA);
- (e) all relevant legislation, code of practice, Local Government requirements; and
- (f) the scope of works as approved by SI.
- (g) Proactive Maintenance Standards

1.2 ABN and GST registration

You must have an ABN and be registered for GST to respond to any Work Order posted by SI.

If your business details change, e.g. entity or trading name, ABN, business structure, you must advise the contact person within 7 days.

1.3 Approval of quotes – Stage 2

In evaluating quotes, SI may take into consideration factors including price; delivery time; quality offered; previous performance; experience; capability; safety performance; environmental performance and conformity. SI is not bound to accept any submitted quote.

1.4 Communications

Any communications about a Work Order, before and during a job, must be through the Work Order Management System, FMWeb 2.0 and a response will be provided by SI's Agent through FMWeb 2.0 unless otherwise agreed by SI.

1.5 Co-operate with SI and comply with its instructions

You must, in undertaking any Work Order:

- (a) do all you reasonably can to co-operate with SI (and their Agent) and its other contractors, and.
- (b) comply with any SI instructions.

1.6 Required licenses

You warrant that you and all persons performing Work Orders on your behalf on any Site are competent and will always, while performing a Work Order, maintain, all licenses and satisfy all other conditions required by law to perform the work that is the subject of the Work Order. Licenses and other statutory requirements to perform work should be presented to SI and their Agent upon request.

2. Work Orders

2.1 Supply of required labour and materials

You must, without limitation, supply all labour, materials, access equipment, plant, supervision and equipment to complete a Work Order.

You are to supply all materials which are new (unless otherwise specified), free from defects and fit for the purposes required for the Work Order. The materials must meet the specification of being like for like or meet the NSW Department of Education's Education Facilities Standards and Guidelines.

2.2 Standards, care and purpose

You must complete any Work Order as per the supplied Asset Standards and Services Brief to ensure that each asset meets its required level of performance and to the level of care, skill and diligence that would be expected from an experienced contractor.

2.3 Defects

You must make good any Defect in your work when it becomes apparent or as instructed by SI at your cost. Pre-existing defects caused by others will not be at your cost. If you discover any pre-existing defect, you must immediately report the defect to SI. SI may ask you to provide a quote to make good any pre-existing defects.

3. Site and access

3.1 Conduct

You must observe reasonable standards of conduct when performing any Work Order for SI on its site (**Site**), without limitation including complying with the Supplier Code of Conduct (available at <https://buy.nsw.gov.au/policy-library/policies/supplier-code-of-conduct>) and the NSW Industrial Relations Guidelines: Building and Construction Procurement (available at <https://www.industrialrelations.nsw.gov.au/assets/Uploads/files/New-South-Wales-Industrial-Relations-Guidelines-Building-and-Construction-Procurement>), each as amended or replaced from time to time.

You are expected to be approachable, courteous and prompt in dealing with other people, including clients, members of the community, and school employees (irrespective of their position or seniority). You must not engage with students; however you must not be rude to them.

You must not allow the following behaviour on SI Sites:

- (a) threatening or offensive language or behaviour;
- (b) sexually related or pornographic conversations, messages or materials.
- (c) violent or hate-related conversations, messages or material racist or other offensive conversations, messages or materials aimed at a particular group or individual;
- (d) malicious, libelous or slanderous conversations, messages or material; and
- (e) subversive or other messages or material related to illegal activities.
- (f) Approach, talk to, or otherwise engage with any student on a school site

SI may instruct you (or any of your employees performing Work Orders on any Site) to leave the Site if SI believes you have breached any of the requirements referred to in this clause 3.1.

3.2 Use of alcohol, drugs and tobacco

You must ensure that you and your employees performing Work Orders on any Site:

- (a) do not attend work under the influence of alcohol, illegal drugs or non-prescribed and/or restricted substances.
- (b) do not consume alcohol, illegal drugs or non-prescribed and/or restricted substances in the workplace.
- (c) notify supervisors immediately upon becoming aware that any work performance or conduct could be adversely affected as a result of the use of drugs or alcohol.
- (d) take action to resolve any alcohol or drug-related problems.
- (e) do not have illegal drugs in possession while at work.
- (f) do not give students, young people or school employees illegal drugs or restricted substances or encourage or condone their use.
- (g) do not supply or administer prescription or non- prescription drugs to students or children or young people unless following the directions set down in the Administering Prescribed Medication at School procedures.
- (h) do not smoke, vape or use e-cigarettes or permit smoking or the use of vapes or e-cigarettes in any department buildings, enclosed area or on departmental grounds, without limitation in accordance with the *Smoke-free Environment Act 2000* (NSW);
- (i) do not purchase tobacco or tobacco products for any student, child or young person, or give them tobacco products; or
- (j) do not take alcohol to a school, or otherwise give alcohol to, or purchase alcohol for, any student, child or young person.

3.3 Access

SI's Agent will arrange access to the Site to allow you to perform the Work Order at the times nominated by SI. You will need to share use of the Site with, and always co-operate with, SI personnel, students and other contractors.

3.4 Existing conditions, services and utilities at a Site

You are responsible for determining the location and type of all structures, works, conditions, services and public utilities, both above and below ground at the Site (where applicable). Where an existing service is damaged by you for any reason, you are responsible for paying all costs and for any delays in repairing the service (where it is to be continued) or disconnecting it (where it is to be abandoned).

4. Care of People, Property and the Environment

4.1 Your responsibility of care

From the time access to the Site is given to you until the work under the Work Order is complete (including rectifying any Defects), you are responsible for the care of, and are to make good at your cost, any loss or damage that you cause or contribute to, which occurs to:

- (a) the Site.
- (b) any third-party property located on or near the Site; or
- (c) any items given to you by SI to carry out the Work Order.

4.2 Inconvenience to be kept at a minimum

In carrying out the Work Order, you must minimise inconvenience to others including School Staff ie teachers, students, parents and SI staff and other contractors at the Site.

4.3 Indemnity

You indemnify SI and their Agents from and against all actions, claims, costs, expenses and damages (including the costs of defending or settling any action or claim) in respect of:

- (a) any illness, injury or death to any person.
- (b) breach of intellectual property rights in relation to material provided by you; and
- (c) loss of, or damage to, property of SI or others, or harm to the environment, arising out of or by reason of anything done or omitted intentionally or negligently by you in connection with the Work Order or carrying out the Work Order.

4.4 SI action

If:

- (a) action is required to avoid injury, death, harm to the environment or loss of, or damage to, property, and you do not take the necessary action when SI instructs you; or

- (b) urgent action is required as a result of your act or omission,

Then SI may undertake the action at your cost. This will not affect any of your obligations or liabilities under these terms and conditions.

4.5 Site management

Unless otherwise notified in SI's specifications and requirements, you must:

- (a) make every effort to ensure potentially dangerous materials (including but not limited to dust, metal shavings and other contaminants) are contained within the work site, and are not exposed to or accessible to users of the school facilities (e.g. children, students, school staff or members of the public);
- (b) provide fencing, hoardings and warning notices; to protect your work zone and
- (c) remove from the Site all rubbish, debris, rubble, hazardous substances and other items not salvaged or preserved.

5. Subcontracting

You must not enter into any arrangement (including subcontract) with any other person to perform any Work Order.

6. Work Health & Safety Management

6.1 Comply with WHS law

- (a) You must carry out Work Orders in compliance with the applicable Work Health and Safety laws and regulations, including the WHS Law, and any SI Work Health and Safety (**WHS**) policies and directions including with respect to safety fencing and site signage.
- (b) You must provide Safe Work Method Statement and/or Job Safety Assessments when requested.

6.2 Principal Contractor

You acknowledge and agree that you:

- (a) are the Principal Contractor in connection with the Work Order.
- (b) are a "person conducting a business or undertaking" for the purposes of the WHS Law; and
- (c) must comply with your obligations as Principal Contractor at your cost.

6.3 Safe access to Site

- (a) You are responsible for safe access to the Site. Coordination of deliveries of both materials and equipment must be undertaken with SI's Contact Person.
- (b) Equipment must be kept clear of trees and hand methods of excavation must be adopted adjacent to trees. The area within the dripline of trees must be kept free of all plants, materials and debris.
- (c) Surplus or excess materials must not be stored on Site and must be removed

from the Site at the end of each day.

- (d) Equipment and tools required must be secured when not in use.

6.4 Reporting of all incidents

All safety incidents, including near misses, are to be reported immediately to SI Agent, and the site manager. If instructed by SI, you must investigate and submit a written report as soon as practicable. Reporting of notifiable incidents or dangerous incidents including near misses to SafeWork must be undertaken within legislated timeframes.

7. Environmental Management

7.1 Work Order Management - Environmental

- (a) You must carry out Work Orders with all required environmental management controls and in accordance with SI's environmental policies and directions.
- (b) Upon completion of a Work Order, you must ensure all debris, rubbish, excess plant, materials and equipment from the Site is removed, including any temporary safety fencing, barricades and construction signage, and that the entire work area is otherwise left in a safe and clean condition. All debris must be disposed of at a recognised waste disposal facility in accordance with council requirements and any other applicable laws, regulations and environmental requirements.

7.2 Hazardous materials

If any hazardous substance, not identified by SI in its specifications and requirements, is discovered on any Site, you must suspend all work which may result in exposure to such hazardous substance and notify SI immediately.

8. Insurance

8.1 You must hold the relevant insurances

- (a) Before starting any work under a Work Order, you must have an insurance policy covering workers' compensation. If you are a sole trader and carry out any part of the work yourself (and not through employees or other Associates), you must have personal accident insurance.
- (b) All personnel working with your company must complete induction and submit relevant documentation for onboarding.
- (c) You must notify the Contact Person when any employees that work on school sites commence or leave employment with you.

8.2 Public Liability and Works Insurance

You must have:

- (a) public liability insurance; and
- (b) for Work Orders with an agreed price of over \$150,000 (including GST), insurance of the works,

before starting work on the Site. The coverage for the public liability insurance must be at least \$10,000,000 for any single occurrence and unlimited as to the number of occurrences, and cover you, your employees, employed from time to time for or in relation to the Work Order for their respective rights and interests and cover their liabilities to third parties, and with an extension clause covering SI for its vicarious liability arising from the performance of the Work Order. The coverage for the works insurance must be the agreed price for the Work Order.

The policies referred to in clause 8.2 must:

- (c) be in your name; and
- (d) also provide that:
 - (i) in so far as the policies cover more than one insured party, all insuring agreements and endorsements (with the exception of limits of liability) will operate in the same manner as if there were a separate policy of insurance covering each named insured party, and include a provision in which the insurer, SI and you waive all rights of subrogation against any persons comprising the insured;
 - (ii) failure by any insured party to observe and fulfil the terms of the policy will not prejudice the insurance in regard to any other insured parties or parties covered by an extension clause;
 - (iii) any non-disclosure by one insured party does not prejudice the right of any other insured party or party covered by an extension clause to claim on the policy; and
 - (iv) a notice to the insurer by one insured party will be deemed to be noticed by all insured parties.

8.3 Motor Vehicle Insurance

Prior to commencing work on the Site, you must affect policies of comprehensive motor vehicle insurance in respect of any vehicles that are or will be used to perform the Work Order, such insurance to:

- (a) cover the following:
 - (i) accidental damage to or destruction or theft of your motor vehicles.
 - (ii) liability to pay compensation or damage in respect of loss of or damage to the property of any person occurring as a result of the use of the vehicles or a trailer or a caravan attached to it; and
 - (iii) your liabilities to third parties for personal injury or death caused by or arising out of the use of the vehicle; and
- (b) be for an amount not less than \$10,000,000 in respect of any single occurrence and unlimited as to the number of occurrences.

8.4 Maintenance of insurances

You must maintain all the insurances required by this clause 8 and pay all premiums while you are performing Work Orders for SI. You must provide evidence of the

currency of any policies to SI or their Agent on request.

9. Personnel clearances

9.1 Pre-works clearances

Unless directed otherwise by SI, you must ensure that you and all your Associates who attend or perform work on any school site hold a Nationally Coordinated Criminal History Check (**NCCHC**) issued by an authorised provider. Each NCCHC must not have been issued more than 3 months before commencement of the onsite activities.

You must provide evidence to SI or their Agent of the NCCHC for each person performing the Work Order on a school site prior to commencement of any onsite activities.

9.2 Continuing obligations

You must ensure that you and all your Associates who attend or perform work on any school site renew their NCCHC and provide evidence of the same to SI or their Agent at least once every 2 years or more frequently as directed by SI or their Agent until all Work Orders are completed.

You must promptly (and in any event within 12 hours) notify SI or their Agent upon becoming aware that any of your Associates who attend or perform work on any school site have been charged or convicted of a serious offence listed under Schedule 2 of the Child Protection (Working with Children) Act 2012 No 51.

9.3 Record keeping

You must maintain records of compliance with this clause.

9.4 SI instructions

SI or its Agent may, by notice in writing, instruct you to remove from the performance of a Work Order any person:

- (a) who, in the reasonable opinion of SI, is guilty of misconduct, is incompetent or negligent or is not suitably qualified; or
- (b) who SI considers, in its absolute discretion and without any obligation to justify, should be removed for any reason,

And you must ensure that any such person is not again employed in connection with the performance of a Work Order.

9.5 Consequences for breach of this clause 9

Failure by you to comply with this clause 9 will constitute a material breach of the Local Contractor Agreement. Without limiting any other rights and remedies available to SI, such material breach will entitle SI to immediately terminate the Work Order or Local Contractor Agreement, or suspend access to school sites, in whole or in part, at its sole discretion by notice to you.

10. Protection of children and other vulnerable people

You must ensure that all persons performing the Work Order on the Site understand

and comply with the requirements shown below:

- (a) All persons performing a Work Order must “sign in” to enter the school or facility before performing the Work Order. The “sign in” procedure will be established at the school by SI and may be electronic or paper based. The workers may only enter the areas of the site/ school as indicated on the Work Order, or as otherwise directed by SI or their Agent. Failure to sign in and out may result in payment claims being disputed.
- (b) All persons performing Work Orders on any Site are to avoid talking with, touching or interacting with any children or residents or other users of the school or facility except in an emergency or safety situation.
- (c) All persons performing Work Orders on any Site must only use approved toilets and other facilities, unless the person in charge of the school or facility gives written authority to use alternative arrangements
- (d) Appropriate privacy must be maintained when performing the Work Order on or adjacent to toilets, wet rooms and similar facilities. All persons performing Work Orders on any Site must ensure that toilets, wet rooms and similar facilities are not occupied or in use by children, residents or other users before entering to perform the Work Order, and that the performance of the Work Order does not continue when use of the facilities is required. Where practicable, male workers should perform the work under the Work Order on male facilities and female workers on female facilities.
- (e) All persons performing Work Orders on any Site should report any concerns about children’s or vulnerable persons’ behaviour or child abuse to the person in charge of the school or facility.
- (f) All persons performing Work Orders on any Site must wear or carry an identity card at all times when on the Site.

11. Time for Completion

Work Orders are subject to a “first time fix” response. This means completion of the work order during the first attendance. By exception a work order may require re-attendance.

All work orders must be completed in an efficient manner and in accordance with SI’s specifications and requirements.

Any delays in the completion of Work Orders are to be communicated to SI through FMWeb 2.0 as soon as practicable.

12. Payment

12.1 Request for payment

- (a) A payment claim stating the amount to be claimed is to be made on completion of a Work Order within 10 business days.
- (b) You are to provide to SI proof that a Work Order has been completed (**Proof of Completion**). This includes the following mandatory documents:

- (i) Photos
- (ii) Inspection Report
- (iii) Other documents that SI may require on a Work Order

12.2 Your account details

You are responsible for ensuring that the account details you provide to SI are your account details and are correct. This includes:

- Account Name
- BSB Number
- Account Number

13. Suspension

SI may instruct you through FMWeb 2.0 or by other means to suspend carrying out all or part of the Work Order and the conditions on which work is to recommence. You must comply with such instructions from SI or their Agent.

14. Records and Quality Assurance

SI and its Contact Person may at any time:

- (a) examine or test any goods or materials used by you in performing the Work Order; and
- (b) inspect your records or other Documents,

to the extent required to ensure that you have complied with your obligations under these Work Order Conditions.

15. Confidentiality

You must maintain the confidentiality of all data and information provided by SI and only disclose any data and information to those persons to whom disclosure is reasonably necessary for the purposes of the Work Order.

16. Media including social media releases and enquiries

You must obtain SI's prior written consent to:

- (a) any press release or promotional advertisement you wish to make or place concerning a Work Order, work under a Work Order or SI.
- (b) the release for publication in any media and, or social media, of any information concerning a Work Order, work under a Work Order or SI; or
- (c) respond to any media or social media enquiry and must refer to SI any media and social media enquiries concerning a Work Order, work under a Work Order or SI.