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Principal: Pilgangoora Operations Pty Ltd

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Hirer: [Insert Hirer name]

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# Equipment Hire Agreement

PILGANGOORA OPERATIONS

[*Insert description of package*]

CONTRACT NO.: [Insert contract no.]

Date

## Parties

Pilgangoora Operations Pty Ltd (ACN 616 560 395) of Level 2, 146 Colin Street, West Perth, Western Australia 6005 (Principal)

[Insert Hirer name] (ACN [Insert]) of [Insert] (Hirer)

## Background

The Principal has agreed to appoint the Hirer to perform the Services on the terms described in this Contract.

## Agreed terms

### 1 Interpretation

1.1 In this Contract:

**Business Day** means a day which is not a Saturday, Sunday or public or bank holiday in Perth, Western Australia.

**Commencement Date** is the date described as such in **Schedule 1**.

**Completion Date** is the date (if any) by which the Specified Works must be completed as described in **Schedule 1**, and as adjusted pursuant to this Contract.

**Contract** means this document including all schedules.

**Date of Completion** means the date that the Specified Works are complete in accordance with this Contract.

**Dispute** has the meaning given to it in **clause 24.1**.

**Employee Relations Management Plan** means the Principal's document entitled Employee Relations Policy.

**Environmental Legislation** means the *Mining Act 1978 (WA)* and all applicable environmental laws, guidelines and codes of practice including, without limitation, the *Environmental Protection and Biodiversity Conservation Act 1999 (Cth)*, *Environmental Protection Act 1986 (WA)* and *Environmental Protection (Clearing of Native Vegetation) Regulations 2004 (WA)*.

**Equipment** means the equipment described in **Schedule 2** and every part and component of it.

**Fair Work Act** means the *Fair Work Act 2009 (Cth)*, and any regulations made thereunder, or any legislation passed in replacement or substitution.

**Hire Fee** means:

- (a) where there is a lump sum or lump sums in **Schedule 3** that lump sum or in the case of lump sums, the aggregate of the lump sums;
- (b) where there are rates in **Schedule 3**, the sum ascertained by multiplying those rates by the quantity of work properly performed in accordance with this Contract; or
- (c) where there are both rates and a lump sum or lump sums in **Schedule 3**, the aggregate of the sums referred to in **paragraphs (a) and (b)**,

as adjusted under this Contract.

**Hirer's Representative** means the person named as such in **Schedule 1** or any replacement nominated by the Hirer.

**Industrial Action** means industrial action of any description including any action of the following kinds:

- (a) the performance of work by any person employed or engaged by the Hirer or the Hirer's agents or subcontractors in a manner different from that in which it is customarily performed, or the adoption of a practice in relation to work, the result of which is a restriction or limitation on, or a delay in, the performance of work;
- (b) a ban, limitation or restriction on the performance of work by any person employed or engaged by the Hirer or the Hirer's agents or subcontractors, or on the acceptance of or offering for work by such a person;
- (c) a failure or refusal by any person employed or engaged by the Hirer or the Hirer's agents or subcontractors to attend for work or to perform any work; or
- (d) picketing or protest which interferes with the performance of the Hirer's obligations under this Contract,

or hinders the mobilisation of personnel, Equipment or supplies required for the Services.

**Industrial Legislation** means industrial legislation of the Commonwealth or State of Western Australia, including, but not limited to, the *Fair Work Act*, the *Industrial Relations Act 1979 (WA)*, the *Long Service Leave Act 1958 (WA)*, the *Minimum Conditions of Employment Act 1993 (WA)*, and any regulations made thereunder, or any legislation passed in replacement or substitution.

**Industrial Relations Issues** means any issues arising out of or pertaining to the relationship between:

- (a) the Hirer, and the Hirer's or the Principal's employees, agents or subcontractors;
- (b) any persons employed or engaged by the Hirer or the Hirer's agents or subcontractors;
- (c) an industrial association (as that term is defined in section 12 of the *Fair Work Act*) and the persons referred to in paragraph (a) or (b);
- (d) an officer, employee or agent of an industrial association and the persons referred to in paragraph (a) or (b); or
- (e) any representatives of the persons in paragraph (b).

**Insolvency Event** means any of the following:

- (a) a person is or states that the person is unable to pay from the person's own money all the person's debts as and when they become due and payable;
- (b) a person is taken or must be presumed to be insolvent or unable to pay its debts under any applicable legislation;
- (c) an application or order is made for the winding up or dissolution, or a resolution is passed or any steps are taken to pass a resolution for the winding up or dissolution, of a corporation;
- (d) an administrator, provisional liquidator, liquidator or person having a similar or analogous function under the laws of Western Australia is appointed in respect of a corporation or any action is taken to appoint any such person and the action is not stayed, withdrawn or dismissed within five Business Days;
- (e) a receiver, or receiver and manager, is appointed in respect of any property of a corporation;
- (f) a corporation is deregistered under the *Corporations Act 2001 (Cth)* or notice of its proposed deregistration is given to the corporation;
- (g) a distress, attachment or execution is levied or becomes enforceable against any property of a person;
- (h) a person enters into or takes any action to enter into an arrangement (including a scheme of arrangement or deed of company arrangement), composition or compromise with, or assignment for the benefit of, all or any class of the person's creditors or members or a moratorium involving any of them;
- (i) a petition for the making of a sequestration order against the estate of a person is presented and the petition is not stayed, withdrawn or dismissed within five Business Days or a person presents a petition against himself or herself;
- (j) a person presents a declaration of intention under section 54A of the *Bankruptcy Act 1966 (Cth)*; or
- (k) anything analogous to or of a similar effect to anything described above under the law of Western Australia occurs in respect of a person.

**Key Performance Indicators** means the performance standards set out in **Schedule 4**.

**Loss** includes any loss (including loss of profit and loss of expected profit), claim, action, liability, damage, cost, charge, expense, outgoing, payment, diminution in value or deficiency of any kind or character which the Principal pays, suffers or incurs or is liable for.

**Modern Slavery** has the same meaning as it has in the *Modern Slavery Act 2018 (Cth)*.

**Place for Delivery** means the place described as such in **Schedule 1**.

**Place for Return** means the place described as such in **Schedule 1**.

**Policies** means any policies or procedures of the Principal:

- (a) as notified by the Principal to the Hirer from time to time; or  
(b) as listed or set out in **Schedule 6**.

**PPS Act** means the *Personal Property Securities Act 2009* (Cth).

**Principal's Representative** means the person named as such in **Schedule 1** or any replacement nominated by the Principal.

**Safety Legislation** means:

- (a) the *Work Health and Safety Act 2020* (WA) and regulations made thereunder applicable to mining operations, such as the *Work Health and Safety (Mines) Regulations 2022* (WA) (collectively 'mine safety legislation'), to the extent the mine safety legislation applies to the Site or the Work under the Contract; and  
(b) to the extent the mine safety legislation does not apply to the Site or the Work under the Contract, the *Work Health and Safety Act 2020* (WA) and any regulations made thereunder, such as the *Work Health and Safety (General) Regulations 2022* (WA).

**Security of Payment Act** means the *Building and Construction (Security of Payment) Act 2021* (WA).

**Security Interest** means a mortgage, caveat, charge, lien, pledge, security, interest, title retention arrangement, preferential right, trust arrangement, encumbrance, contractual right of set off, any security arrangement in favour of any person or any security arrangement which is deemed to be a security interest for the purposes of the PPS Act.

**Serious breach** includes:

- (a) an Insolvency Event occurs in relation to the Hirer;  
(b) the Hirer ceases or threatens to cease to carry on its business or a substantial part of its business;  
(c) the Hirer is a natural person and dies; or  
(d) the Hirer fails to comply with any other material obligation under the Contract.

**Services** means the hire of the Equipment and all of the work and services to be performed by the Hirer under the Contract including the work or services described in **Schedule 2** and any Specified Works.

**Site** means the place or places set out in **Schedule 1** and any other lands and other places made available to the Hirer by the Principal for the purposes of this Contract.

**Specified Works** means the work identified in **Schedule 2** as Specified Works, if any.

**Statutory Position** means the person appointed by the Principal as a site senior executive or exploration manager under the *Work Health and Safety (Mines) Regulations 2022* (WA) for the Site.

**Term** means the period of time specified in **Schedule 1** commencing on the Commencement Date, as extended by the Principal under **clause 2**.

**Time for Delivery** means the date for delivery of the Equipment identified in **Schedule 1**.

1.2 Unless expressed to the contrary, in this Contract:

- (a) words in the singular include the plural and vice versa;  
(b) any gender includes other genders;  
(c) if a word or phrase is defined its other grammatical forms have corresponding meanings;  
(d) "includes" means includes without limitation;  
(e) no rule of construction will apply to a clause to the disadvantage of a party merely because that party put forward the clause or would otherwise benefit from it;  
(f) a reference to:  
(i) a person includes a partnership, joint venture, unincorporated association, corporation and a government or statutory body or authority;  
(ii) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;  
(iii) any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced;  
(iv) an obligation includes a warranty or representation and a reference to a failure to comply with an

obligation includes a breach of warranty or representation; and

- (v) a right includes a benefit, remedy, discretion or power;

(g) if the date on or by which any act must be done under this document is not a Business Day, the act must be done on or by the next Business Day; and

(h) where time is to be calculated by reference to a day or event, that day or the day of that event is excluded.

1.3 Headings do not affect the interpretation of this Contract.

## 2 Services

2.1 The Hirer must commence performing the Services on the Commencement Date and continue to perform the Services until the earlier of the expiry of the Term or the date upon which this Contract is terminated.

2.2 The Principal may, at its option, extend the Term for the period specified in **Schedule 1**. The option may be exercised by notice in writing to the Hirer given prior to the expiry of the Term. The extended Term will be on the same terms and conditions as this Contract.

2.3 Where the Services include the provision by the Hirer of personnel to operate the Equipment or where maintenance services under **clause 4.3** require the Hirer's personnel to stay on the Site, the site accommodation provisions in **Schedule 5** will apply.

## 3 Performance

3.1 The Hirer must perform the Services (including all things incidental to and necessary to complete the Services) in accordance with this Contract and to the satisfaction of the Principal.

3.2 Without limiting **clause 3.1**, the Hirer is responsible for providing, at its own cost, all vehicles, materials, parts, labour, transport, tools, instruments and equipment necessary to complete the Services and its obligations under this Contract. If the Hirer fails to comply with this **clause 3.2**, the Principal's Representative may direct the Hirer to supply or replace any unsatisfactory or unsafe items.

3.3 The Hirer must perform the Services:

- (a) in a good and workmanlike manner;  
(b) at the times agreed with the Principal's Representative;  
(c) in accordance with any site rules or conditions of access notified to it by the Principal's Representative;  
(d) at the places nominated by the Principal's Representative;  
(e) in sufficient time for the Hirer to comply with its obligations under this Contract;  
(f) in compliance with the Policies and all applicable laws; and  
(g) in accordance with any direction given by the Principal's Representative in relation to the performance of that work.

3.4 The Hirer must perform the Services in accordance with a quality assurance system approved by the Principal's Representative.

3.5 The Principal may, either itself or by a third party, perform any obligation which the Hirer was obliged to perform under this Contract but which it failed to perform (including complying with a direction of the Principal's Representative). The costs, expenses and damages suffered or incurred by the Principal in performing such an obligation will be a debt due from the Hirer to the Principal.

3.6 The Principal agrees to pay the Hirer the Hire Fee in accordance with and subject to the Contract.

## 4 Equipment

4.1 The Hirer must ensure that the Equipment:

- (a) fits any description in **Schedule 2**;  
(b) accords with the requirements of this Contract;  
(c) is fit for its intended purpose;  
(d) is free from defects;  
(e) is safe, in good operating condition and is properly serviced and maintained;  
(f) is of good and merchantable quality;

- (g) complies with all relevant Australian standards and all laws, including all approvals necessary for the lawful operation and maintenance of the Equipment;
  - (h) complies with the Safety Legislation;
  - (i) is suitable and fit for the Site, the conditions at the Site, the environment and the conditions in which the Equipment will operate and the intended operating life of the Equipment;
  - (j) is free from any charges or encumbrances in favour of any third party which could prevent its use in the performance of the Services; and
  - (k) has passed any safety inspection required by the Principal.
- 4.2 If requested by the Principal's Representative, the Hirer must allow the Principal's Representative to inspect any maintenance and servicing records, logbooks or other documents evidencing the condition of the Equipment.
- 4.3 The Hirer must maintain and service the Equipment so that, at all times during the Term, the Equipment complies with the requirements of **clause 4.1**, unless and to the extent **Schedule 2** specifies otherwise.
- 4.4 If the Equipment is damaged or rendered non-operational as a result of any cause or cannot be used in the performance of the Services because the Equipment does not satisfy any requirement in this Contract (except because of the negligence of the Principal), the Hirer must promptly replace or repair the Equipment. If the Equipment is to be repaired, the Hirer must provide the Principal with temporary replacement equipment which complies with the requirements of this Contract. The Principal is not obliged to pay the Hire Fee in respect of the period from the time the Equipment is damaged or becomes non-operational until the Equipment has been repaired or replaced and is operational once again.
- 4.5 The Principal may give notice to the Hirer that the Equipment requires maintenance or repair as contemplated by **clause 4.3** or **clause 4.4** and may specify the time within which the maintenance or repair works are to be carried out.
- 4.6 If the Principal issues a notice under **clause 4.5** and the Hirer does not comply with that notice within the time specified in the notice, the Principal may engage other parties to perform those obligations at the Hirer's risk and the costs incurred will be a debt due from the Hirer to the Principal.
- 4.7 Minor items not expressly mentioned in this Contract, but which are necessary for the proper performance of the Services, must be supplied or completed by the Hirer at its own expense.
- 4.8 The Hirer must:
- (a) achieve the Key Performance Indicators; and
  - (b) monitor the Services and its other obligations under the Contract which are relative to the Key Performance Indicators.
- 4.9 If the Hirer fails to achieve any of the Key Performance Indicators, the Principal may give written direction to the Hirer to take the remedial steps contemplated by **Schedule 4**.
- 4.10 The Hirer must comply with any direction given by the Principal under **clause 4.9**.
- 4.11 The parties acknowledge that the Hirer will not be in breach of **clause 4.8** or the Key Performance Indicators to the extent that the Principal has failed to comply with an obligation under this Contract and that failure directly causes the Hirer to breach **clause 4.8** or to fail to achieve the relevant Key Performance Indicators.

## 5 Laws and authorities

The Hirer must:

- (a) comply with all laws and requirements of all authorities affecting or in any way relating to the Site, the Equipment or the Services;
- (b) obtain all permits and pay all fees required for the performance of the Services and the operation of the Equipment and keep the Principal indemnified against all fines, penalties, or Loss incurred by reason of a breach of **clause 5**;

- (c) at a minimum, comply with the Safety Legislation and Environmental Legislation and all relevant Australian standards;
  - (d) promptly give the Principal's Representative copies of all documents (including approvals and other notices) that authorities issue to it,
- and the Hirer will have no entitlement as a consequence of any change in laws or the requirement of anything or any body referred to in **clause 5**.

## 6 Standard

- 6.1 The Hirer must perform the Services to the satisfaction of the Principal in a good proper manner and to the standard of care, skill, judgment and diligence expected of a competent organisation or person experienced in providing the same or similar services.
- 6.2 The Hirer warrants that the Equipment and the Services comply with the requirements contained in **clauses 4.1** and **6.1**. This warranty applies despite any inspection of the Equipment by the Principal.
- 6.3 The requirements in **clauses 4.1** and **6.1** are in addition to any warranties which are or may be implied under the *Competition and Consumer Act 2010* (Cth) and any other legislation applicable to the Equipment.

## 7 Hirer to inform itself

- 7.1 The Hirer warrants that it has informed itself of, has examined carefully and has acquired actual knowledge of all information relevant to the risks, contingencies and other circumstances having an effect on the Hirer entering into this Contract and which is obtainable by the making of reasonable enquiries, including information made available by the Principal prior to entering into this Contract. The Hirer agrees that the Hire Fee covers the cost of complying with all obligations of the Hirer and of all matters and things necessary for the proper performance and completion of the Services.
- 7.2 The Principal will not be liable (whether in contract, in tort or under any law) to the Hirer in relation to any information provided to the Hirer and does not warrant its accuracy or adequacy for the Hirer's purposes.

## 8 Administration

- 8.1 The Principal's Representative is the agent of the Principal and is not an independent assessor, certifier or valuer. Unless specified in this Contract, the Principal and the Principal's Representative are not obliged to act reasonably or exercise any discretionary power or right in the interests of the Hirer (including to overcome a failure of the Hirer to comply with any provision of this Contract).
- 8.2 The Principal may, at any time by notice in writing to the Hirer:
- (a) replace the Principal's Representative with another person; and
  - (b) give any person the power to perform any power or duty of the Principal or the Principal's Representative under this Contract.
- 8.3 At all times the Services are being performed, the Hirer must have an English speaking representative available who has authority to bind the Hirer. If the Hirer's Representative knows of a matter, that knowledge is taken to also be within the knowledge of the Hirer.
- 8.4 The Principal's Representative may issue directions relating to any aspect of the performance of the Hirer's obligations under this Contract. The Hirer must comply with all directions given by the Principal's Representative in accordance with this Contract. If the Hirer fails to comply with any direction of the Principal's Representative, then the Principal may implement the direction itself or retain others to perform it. Any Loss suffered or incurred by the Principal as a result of the Hirer failing to comply with this Contract or a direction by the Principal's Representative, will be a debt due from the Hirer to the Principal.
- 8.5 A direction given by the Principal's Representative does not relieve the Hirer of its obligations under this Contract.

8.6 The Hirer must keep the Principal's Representative informed on the state and stages of the performance of the Services including the manufacture and delivery of the Equipment. If directed by the Principal's Representative, the Hirer must attend any meetings to discuss any aspect of the Services.

## 9 Employees

9.1 If, as part of the Services, the Hirer is required to provide personnel to operate the Equipment, then the Hirer must ensure, at the Hirer's cost, that:

- (a) the operators of the Equipment hold the appropriate certificates of competency and are experienced, competent and adequately trained in the operation of the Equipment;
- (b) the Equipment is used in a proper and skillful manner; and
- (c) the Equipment is only used for the purpose and within the capacity for which it was designed.

9.2 The Hirer must:

- (a) employ and must ensure that its subcontractors only employ people in the performance of the Services who have the skill, training, competence and experience to perform their jobs;
- (b) provide all management and supervision as may be required under applicable Safety Legislation or as may otherwise be required, including sufficient competent supervisors;
- (c) ensure that all employees and subcontractor employees hold the necessary licences, permits, endorsements or other certificates required by legislative requirement in carrying out its obligations under the Contract; and
- (d) if coming on Site, submit to and comply with the Principal's site rules, policies and security requirements.

9.3 If the Principal's Representative considers any person employed in the performance of the Services to be undesirable in any way relating to the performance of the Services, the Principal's Representative may direct the Hirer to remove that person from the performance of the Services. The Hirer must remove that person within the time directed by the Principal's Representative.

9.4 The Hirer must, and must ensure that its subcontractors, comply with all applicable Industrial Legislation.

9.5 The Hirer:

- (a) must assume sole responsibility for, and manage, all Industrial Action and Industrial Relations Issues in relation to the Hirer's obligations under this Contract;
- (b) must keep the Principal's Representative regularly informed of any Industrial Relations Issues or Industrial Action which will, or is likely to, affect the performance of the Hirer's obligations under this Contract;
- (c) must immediately notify the Principal's Representative of any Industrial Relations Issues or Industrial Action which causes the Hirer or a subcontractor engaged by the Hirer to suspend or cease carrying out all or any part of the Hirer's obligations under this Contract.
- (d) if required by the Principal, must not carry out any of the Hirer's obligations under this Contract on or about the Site until:
  - (i) it has submitted to the Principal for its approval, and had approved, an Employee Relations Management Plan. The Hirer must review and update its Employee Relations Management Plan at the times requested by the Principal and in any event no less than annually. The Hirer must implement and comply with and must ensure all its subcontractors implement and comply with the Employee Relations Management Plan;
  - (ii) it has enterprise agreements that apply (as that term is defined in section 12 of the Fair Work Act) to the Services with all Hirer employees, including those who will be working on the Site, all on terms acceptable to the Principal; and
- (e) if required by the Principal, must ensure that any of its subcontractors not carry out any work on or about the Site until:

- (i) it has ensured that the subcontractor also submit to the Principal for its approval, and have approved, an Employee Relations Management Plan. The Hirer must ensure that the subcontractor implements and complies with the Employee Relations Management Plan; and
- (ii) it has ensured that its subcontractors have enterprise agreements that apply (as that term is defined in section 12 of the Fair Work Act) with all of the subcontractors employees, including those who will be working on Site, all on terms acceptable to the Principal;

9.6 The Principal has a right to direct the Hirer in relation to the management of all Industrial Action and Industrial Relations Issues in relation to the Hirer's obligations under this Contract, including but not limited to with respect to the commencement and conduct of proceedings in any court or tribunal, and any negotiations and dealings with an industrial association (as that term is defined in section 12 of the Fair Work Act).

## 10 Subcontracting

10.1 The Hirer must not subcontract any of the Services without the written consent of the Principal's Representative and the Principal may impose any condition it considers necessary in giving its approval.

10.2 The Hirer will be liable for the acts and omissions of subcontractors as if they were the acts and omissions of the Hirer.

10.3 Where the Hirer requests the approval of the Principal to subcontract any of the Services, the request must include information about the proposed subcontractor as required by the Principal.

10.4 The Hirer must:

- (a) ensure that the Principal will have the benefit of all warranties given by all subcontractors and suppliers in relation to services performed by them on the Services and materials provided by them which are used in the Services; and
- (b) use its best endeavours to obtain all other warranties reasonably required by the Principal.

## 11 Variations

11.1 The Principal's Representative may, at any time, by notice in writing direct the Hirer to:

- (a) provide additional services to the Services, including additional Equipment;
- (b) omit any of the Services, including omission of the hire of any Equipment and including for the purpose of retaining a third party to perform part of the Services omitted (in which case there will be no liability to the Hirer for loss of profit); or
- (c) alter the character or quality of the Services, including altering the character or quality of any Equipment.

11.2 No direction under **clause 11.1** will vitiate this Contract and the Hirer must not vary the Services except in accordance with this **clause 11**.

11.3 If the Hirer considers that any services which it is directed to undertake are additional services to the Services, then it must notify the Principal, in writing, prior to the commencement of those services and in any event within five Business Days of the purported direction to perform the additional services, that the Hirer considers the direction to be a direction to perform additional services. As soon as possible thereafter but in any event no later than ten Business Days after the purported direction to perform the additional services, the Hirer must notify the Principal of its estimate of the costs of the additional services. If the parties agree that the services are additional then the Hire Fee will be adjusted in accordance with **clause 11.5**. If the parties do not agree that the services are additional services, then the Hirer must carry out the

services while reserving its rights to dispute the matter in accordance with this Contract.

- 11.4 Within ten Business Days of completion of the services, the subject of the direction, the Hirer must submit to the Principal's Representative its final claim in respect of the direction to vary the services.
- 11.5 If a direction is given by the Principal's Representative under **clause 11.1**, the Hire Fee will be adjusted by:
- (a) an amount agreed by the Principal and the Hirer;
  - (b) where no agreement has been made, the amount calculated by applying the rates in **Schedule 4** to the services comprising the additional or deleted services; or
  - (c) to the extent that rates do not apply, a reasonable amount determined by the Principal's Representative.
- 11.6 Unless the Hirer has:
- (a) either received a direction from the Principal's Representative under **clause 11.1** or has delivered a notice in accordance with **clause 11.3**; and
  - (b) submitted its final claim in respect of the services, the subject of the direction, in the form and within the time required by **clause 11.4**,
  - (c) the Hirer will have no entitlement as a consequence of complying with any direction given by the Principal's Representative, however this will not prevent the Principal's Representative from reducing the Hire Fee in accordance with **clause 11.5** by reason of the direction. Under no circumstances will the Hirer have any entitlement exceeding the amount of its final claim submitted in accordance with **clause 11.4**.

## 12 Time and delivery

- 12.1 The Hirer must deliver the Equipment to the Place for Delivery at the Time for Delivery. The Hirer must give the Principal's Representative at least 48 hours notice of the time at which the Hirer intends to deliver the Equipment. The Time for Delivery is of the essence of this Contract.
- 12.2 The Principal is not obliged to accept delivery at any time prior to the Time for Delivery or at any place other than the Place for Delivery. The Hirer is responsible for holding and storing the Equipment until the Time for Delivery.
- 12.3 The cost of carriage of the Equipment to the Place for Delivery and from the Place for Return (including payment of all freight, insurance, port handling fees and charges), is taken to be included in the Hire Fee and borne by the Hirer.
- 12.4 The Hirer must, in consultation with the Principal's Representative, consolidate deliveries of the Equipment to provide for the minimum number of shipments.
- 12.5 If the Principal or any of its representatives signs a delivery docket or other document required by the Hirer to acknowledge delivery, the Principal will not be taken to have accepted the Equipment as being in accordance with the terms of this Contract (whether as to quantity or quality). This applies despite any terms and conditions appearing on any such acknowledgment of delivery.
- 12.6 Where the Equipment is to be delivered:
- (a) progressively and there is more than one date specified as the Time for Delivery, then the interpretation of 'Time for Delivery' and the provisions of this Contract will apply separately to each delivery and references to the Equipment will mean so much of the Equipment as is comprised by the relevant delivery; and
  - (b) progressively but there is only one date specified as the Time for Delivery, then delivery of all of the Equipment must be completed by the Time for Delivery, and interim deliveries must be made at times agreed in advance with the Principal's Representative.

## 13 Purchase of the Equipment

- 13.1 Where **Schedule 1** provides that the Principal has an option to purchase the Equipment, the Principal may, at its option, on expiry of the Term for the amount specified in **Schedule 1**, purchase the Equipment from the Hirer. The option may be exercised by notice in writing to the Hirer given prior to the

expiry of the Term. Title of the Equipment will pass to the Principal on payment of the amount specified in **Schedule 1**.

13.2 If the Principal elects to purchase the Equipment, the Hirer must ensure that the Equipment meets the requirements set out in **clause 4.1(a) to (d)** and **(f) to (i)**.

## 14 Return

If the Principal:

- (a) does not have an option to purchase the Equipment; or
- (b) has an option to purchase the Equipment but does not exercise the option to purchase the Equipment under **clause 13**,

the Hirer must, at its cost, remove the Equipment from the Place for Return promptly after receiving notice from the Principal's Representative that it is available for removal.

## 15 Program

15.1 The Hirer must:

- (a) proceed with the Services with due expedition and without delay;
- (b) not suspend the Services unless given a direction under **clause 15.3** or pursuant to a statutory right to suspend;
- (c) take all steps necessary to minimise the effect of any delay to the Services; and
- (d) where a Completion Date is specified in **Schedule 1**, complete the Specified Works to the satisfaction of the Principal's Representative by the Completion Date.

15.2 The Hirer must perform the Services in accordance with any program or other timing requirements of the Principal, as adjusted by the Principal from time to time.

15.3 The Principal's Representative may direct the Hirer to suspend the Services. The Hire Fee will be adjusted if the Hirer reasonably incurs any additional costs as a result of such suspension, provided that the suspension was not necessary because of an act, default or omission of the Hirer.

15.4 Where there is a Completion Date specified in **Schedule 1**:

- (a) when the Hirer considers that the Specified Works are complete, it must advise the Principal's Representative in writing;
- (b) if the Principal's Representative is of the opinion that the Specified Works are complete, he or she must issue a notice of completion, specifying the date on which the Specified Works reached completion;
- (c) the Principal's Representative will grant the Hirer reasonable additional time to perform the Specified Works and will grant an extension to the Completion Date only where:
  - (i) the Hirer can demonstrate to the reasonable satisfaction of the Principal's Representative that it has been or will be delayed in reaching completion of the Specified Works by the time required in this Contract (including the Completion Date) as a consequence of:
    - (A) any breach of the Contract by the Principal, its consultants, agents or other contractors (not being employed by the Hirer);
    - (B) a direction for a variation under **clause 11.1**;
    - (C) a direction to suspend under **clause 15.3**, but in each case, only to the extent that the cause:
      - (D) is not due to an act, default or omission of the Hirer, its subcontractors, employees or agents or any employee or agent of any of them;
      - (E) is beyond the reasonable control of the Hirer, its subcontractors, employees or agents; and
      - (F) could not have been prevented by the Hirer, its subcontractors, employees or agents exercising reasonable diligence; and
    - (ii) within five Business Days after the commencement of the cause of the delay, the Hirer has notified the Principal's Representative in writing providing full particulars of the cause of the delay, the period of the delay and part of the Specified Works which have been or will be delayed; and

- (iii) the Hirer has taken all reasonable steps to mitigate the effect of the delay;
- (d) despite **clause 15.4(c)**, the Principal's Representative may by notice in writing to the Hirer, extend the Completion Date for any reason (but is not under any circumstances obliged to exercise this discretion reasonably or for the benefit of the Hirer, including where the Hirer has no entitlement to an extension of time by reason of a failure to comply with any notification provisions);
- (e) if the Hirer fails to complete the Specified Works by the Completion Date, without limiting any rights or remedies that the Principal may have at law, the Hirer will be indebted to the Principal for liquidated damages at the rate set out in **Schedule 1** for every day or part of a day from the Completion Date up to and including the earliest of the Date of Completion and termination of the Contract. That amount will be a debt due from the Hirer to the Principal and the Hirer acknowledges that the level of liquidated damages identified in **Schedule 1** is a genuine pre-estimate of the Loss suffered by the Principal and is not a penalty;
- (f) if **Schedule 1** is not completed or is completed by words which indicate that liquidated damages do not apply where the Hirer delays in executing the Specified Works (whether by the use of the words "nil", "not applicable", "zero" or otherwise), or if **clause 15.4(e)** is found to be unenforceable for any reason, the Hirer will indemnify the Principal from any Loss suffered or incurred by the Principal by reason of the Hirer's delay in the execution of the Services, including the Hirer's failure to complete the Services by the Completion Date.

## 16 Procedures, safety and environment

- 16.1 The Hirer is responsible for the occupational health and safety at all times of all workers engaged or caused to be engaged by the Hirer (including its employees, employees of the Principal, employees of the Principal's subcontractors, and Hirer subcontractors and their respective employees) working or attending at any working environment or residential premises under the Hirer's control in connection with this Contract.
- 16.2 The Hirer is responsible for ensuring that the health and safety of other persons is not put at risk from work carried out as any part of the Services.
- 16.3 The Hirer must ensure that in carrying out its obligations under this Contract it complies with all Safety Legislation and Environmental Legislation and must ensure that all sub-contractors, and all agents and employees of the Hirer and any subcontractor, comply with all Safety Legislation and Environmental Legislation (including, but not limited to, any duty imposed on the Hirer by the applicable Safety Legislation as a designer, manufacturer, importer or supplier of the Equipment).
- 16.4 The Hirer must provide to the Principal a safety management plan and environmental management plan within 5 days of the Commencement Date. The Hirer must obtain the Principal Representative's approval to each plan and make any reasonable changes to such plans requested by the Principal's Representative and must maintain, administer and comply with such plans at all times.
- 16.5 If the Hirer is required to enter the Site, the Hirer must comply with all directions or instructions of the person appointed to a Statutory Position and the Principal's Representative, including directions concerning the health and safety of persons or property, and the environment. The decision of the person appointed to a Statutory Position or the Principal's Representative is final and any such directions or instructions given must be obeyed in the manner directed.
- 16.6 If required by the Principal's Representative, any person entering the Site must undergo a site induction.
- 16.7 The Hirer must keep the Principal fully and regularly informed of all safety matters arising out of, or in any way in connection with, this Contract.
- 16.8 If the Hirer fails to comply with an obligation under the Safety Legislation or this **clause 16**, the Principal may perform or have performed the obligations on the Hirer's behalf and the costs and expenses incurred by the Principal are recoverable from the Hirer as a debt due to the Principal.
- 16.9 To the maximum extent permitted by law, and without limiting any other indemnity by the Hirer, the Hirer indemnifies the Principal against any and all suits, actions, proceedings, claims, demands, losses, damages, liabilities, costs and expenses of whatsoever nature (including legal costs on a full indemnity basis) which the Principal may suffer or incur or have brought against it, or which may be imposed under or may arise out of enforcement of any section of any Safety Legislation or Environmental Legislation, arising out of or in any way in connection with any failure by the Hirer to comply with any Safety Legislation or Environmental Legislation or any breach by the Hirer of its obligations under this **clause 16**.
- 16.10 If the Hirer has an incident or occurrence concerning any aspect of the Services or Equipment at the Site, which is required in accordance with the Safety Legislation or Environmental Legislation to be notified to the safety or environmental regulator under the applicable Safety Legislation or Environmental Legislation, the Hirer must immediately give notice to the Principal of the incident or occurrence.
- 16.11 When requested to do so by the Principal, the Hirer must give all documents relevant to the incident or occurrence the subject of the notice referred to in **clause 16.10** to the Principal and/or the Principal's agents or representatives. The Hirer also authorises the Principal and/or the Principal's agents or representatives to conduct interviews with the Hirer's employees and sub-contractors regarding all matters relevant to the incident or occurrence.
- 16.12 The Hirer must comply with all safety requirements of the Principal relating to the Hirer's conduct at the Site and any other place under the control of the Principal.
- 16.13 If required by law or directed by the Principal's Representative, the Hirer must:
  - (a) document procedures appropriate to all activities undertaken by the Hirer at the Site or in the performance of the Services, including procedures relating to safety and the environment;
  - (b) give the Principal's Representative copies of those procedures or any alterations to those procedures;
  - (c) make any amendments to those procedures that may be considered reasonably necessary by the Principal's Representative; and
  - (d) comply with the procedures mentioned in this clause.
- 16.14 In this **clause 16**, "consumption", "emission", "energy", "facility", "greenhouse gas", "group", "member", "operational control", "production" and "registered corporation" have the meanings given in the *National Greenhouse and Energy Reporting Act 2007* (Cth).
- 16.15 Without limiting any other obligation of the Hirer, the Hirer must:
  - (a) keep, and must ensure that all subcontractors keep, all such information and documentation concerning greenhouse gas emissions, energy production and energy consumption in relation to all aspects of the Equipment and the Services as a registered corporation would be required to keep and report upon under the *National Greenhouse and Energy Reporting Act 2007* (Cth) if the Equipment and/or the Services were a facility that was under the operational control of the registered corporation or a member of that corporation's group; and
  - (b) provide access to and copies of any such information and documentation to the Principal upon request.
- 16.15 The Hirer shall deliver to the Principal an indigenous employment and business opportunities plan to the reasonable satisfaction of the Principal which identifies opportunities for indigenous people including the native title party

## 17 Payment

- 17.1 As consideration for the performance of all of the Services in accordance with this Contract, the Principal must pay the Hirer the Hire Fee.
- 17.2 The Hire Fee is fixed (or where rates make up the Hire Fee, the rates are fixed) and, unless otherwise expressly provided in the Contract, will not be subject to adjustment for changes in taxes or changes in law, rise and fall or for exchange rate variations.
- 17.3 The Hirer must submit claims for payment on the last Business Day of each month for the Equipment and Services provided during that month, together with its tax invoice which complies with the requirements of **clause 29.5** and which states the relevant purchase order number as notified to the Hirer by the Principal's Representative. If a claim is submitted earlier than the last Business Day of the month, then for the purposes of **clause 17.4**, the Principal's Representative may treat the claim as though it was not submitted until the proper time. Each payment claim must:
- (a) contain sufficient detail for the Principal's Representative to calculate the amount payable to the Hirer;
  - (b) be provided in a format approved by the Principal's Representative; and
  - (c) include all supporting documentation.
- 17.4 Subject to any more specific provisions in **Schedule 3**, the amount the Hirer may include in each claim for payment is the amount calculated by:
- (a) to the extent that the Hire Fee is a lump sum:
    - (i) applying the proportion of the Services completed to the date of the claim to the relevant component of the Hire Fee;
    - (ii) subtracting the amount already paid; and
    - (iii) subtracting any amount which under this Contract the Principal is entitled to deduct, retain or withhold;
  - (b) to the extent that the Hire Fee is calculated on a schedule of rates:
    - (i) applying those rates to the quantity of Services properly performed to the date of the claim;
    - (ii) subtracting the amount already paid; and
    - (iii) subtracting any amount which under this Contract the Principal is entitled to deduct, retain or withhold.
- 17.5 Despite any other provision to the contrary, the Principal is not obliged to make any payment to the Hirer before the Hirer has provided evidence of insurance required under **clause 21**.
- 17.6 The Principal's Representative must respond to the Hirer's claim for payment within 10 Business Days of receipt of the Hirer's claim for payment by issuing the Hirer a written payment schedule setting out the amount which it considers is due to the Hirer, and if this amount is less than the amount claimed, the reasons for the difference. The Principal must pay the Hirer the amount set out to be due in the Principal's Representative's payment schedule as owing (including the final payment claim made under **clause 17.14**) within 20 Business Days of the later of the date that a claim for payment was due to be made and the date that a valid claim for payment was received by the Principal's Representative.
- 17.7 If a payment schedule provides that the scheduled payment due is less than the amount claimed for payment, the Hirer will provide an adjusted or amended tax invoice to reflect the scheduled payment.
- 17.8 Payment is not evidence of the value of the Services or an admission of liability or that the Services are satisfactory, but is payment on account only.
- 17.9 Without limiting the Principal's rights under any provision in this Contract or at law, the Principal may deduct from any money otherwise due to the Hirer any sum which the Principal asserts is or may become payable by the Hirer to the Principal under or in connection with this Contract, any other contract, or independent of any contract.
- 17.10 Nothing in **clause 17.9** will affect the right of the Principal to recover from the Hirer the whole of any such money or any balance that remains owing.
- 17.11 If the Hire Fee, or any alteration to it, is calculated using rates, the rates will be applied to the quantities of Services properly

performed by the Hirer in accordance with this Contract, as measured by the Principal's Representative.

- 17.12 The Hirer must, when making a claim for payment, produce evidence to the satisfaction of the Principal's Representative that all claims from subcontractors which were submitted by the Hirer as part of previous claims and which are due and owing have been paid by the Hirer.
- 17.13 The Principal may withhold payment of:
- (a) any sum until the Hirer has produced evidence of insurance in accordance with **clause 21.6**; and
  - (b) the amount of any claim by a subcontractor where the evidence required under **clause 17.12** has not been produced.
- 17.14 Within ten Business Days after the last to occur of the expiry of the Term and the date that the Hirer has completed all of its obligations under this Contract, the Hirer must provide the Principal's Representative with a final payment claim which includes details of all sums which the Hirer considers to be due from the Principal in connection with the subject matter of this Contract. The Hirer will be barred from making any claim under or in connection with this Contract not made in accordance with this clause.
- 17.15 Within ten Business Days after:
- (a) the Principal's Representative receives the Hirer's final payment claim; or
  - (b) if no final payment claim is received, the date for lodgment of the final payment claim,
- the Principal's Representative may issue to the Hirer its response to the Hirer's final payment claim by issuing a written payment schedule to the Hirer setting out the sum finally due to the Hirer on any account whatsoever in connection with the subject matter of this Contract (including the balance of any retention money) and if this amount is less than the amount claimed for payment by the Hirer, the reason for the difference. If the Principal's Representative fails to respond to the Hirer's final payment claim in this manner, the final payment claim will be deemed to be rejected in full with a nil amount due to the Hirer (**Final Payment Schedule**).
- 17.16 Within one Business Day of receipt of the Final Payment Schedule, the Hirer will provide a tax invoice to the Principal for the scheduled payment due, if any.
- 17.17 Payment of the amount set out in, or deemed to be set out in, the Final Payment Schedule constitutes all the moneys finally due and payable from the Principal to the Hirer on any amount and the Hirer releases and discharges the Principal from all liability of whatever kind upon payment of the amount set out in the Final Payment Schedule.

## 18 Security of Payment Act

- 18.1 If the Principal becomes aware that a subcontractor to the Hirer is entitled to suspend work under section 62 of the Security of Payment Act, the Principal may (in its absolute discretion) pay the subcontractor such money that is, or may be, owing to the subcontractor for work forming part of the Services. The Principal may recover from the Hirer each amount paid as a debt.
- 18.2 The Hirer indemnifies the Principal against any loss, expense or damage of any nature, including financial loss and legal costs and expenses on an indemnity basis, suffered or incurred by the Principal arising out of or in connection with a suspension by a subcontractor of work which forms part of the Services under this Contract under section 62 of the Security of Payment Act.
- 18.3 If the Hirer makes a payment claim to the Principal under the Security of Payment Act, and the Hirer applies for adjudication of the payment to be made, the authorised nominating authority for the purposes of section 29 of the Security of Payment Act is the Resolution Institute.
- 18.4 Nothing in this clause will prevent a party from contending that this Contract is not a construction contract as that term is defined in the Security of Payment Act.



## 19 Risk

- 19.1 The Hirer warrants that:
- (a) it will have full unencumbered title in the Equipment and will have the right to hire the Equipment; and
  - (b) the Principal will have quiet possession of the Equipment.
- 19.2 Where the Services include the provision of an operator or operators to operate the Equipment, the Hirer will bear the risk of and be responsible for the care of the Equipment.
- 19.3 Where the Services do not include the provision of an operator or operators to operate the Equipment, subject to **clause 19.4**, the Principal will be responsible for the care of the Equipment.
- 19.4 The Hirer is liable for any damage to the Equipment which occurs during the period that the Equipment is taken out of operation to be serviced or maintained or which is caused by any act or omission of the Hirer.
- 19.5 The Hirer will be responsible for the care of any materials, plant and equipment (other than the Equipment) used in the performance of the Services.
- 19.6 Despite any other provision of this Contract, the Principal will not be liable to the Hirer:
- (a) for loss of profit, loss of revenue, loss of use of the Equipment, loss of financial opportunity, loss of any contract, economic loss or special loss, (whether the loss is direct or indirect), any indirect damage, loss, cost, expense or liability whatsoever, or any liability for special, exemplary or punitive damages; or
  - (b) for fair wear and tear to the Equipment.

## 20 Liability

- 20.1 Subject to clause 120.3, the Hirer indemnifies the Principal and its officers, employees, agents and contractors against all Loss incurred by or awarded against the Principal arising directly or indirectly from any:
- (a) breach by the Hirer, its employees, agents or subcontractors of this Contract; or
  - (b) a negligent act or omission, unlawful conduct or wilful misconduct by the Hirer, its employees, agents or subcontractors relating to this Contract.
- 20.2 It is not necessary for the Principal to incur expense or make payment before enforcing a right of indemnity conferred by this Contract.
- 20.3 Notwithstanding any other provision of this Contract, the Hirer is not required to indemnify the Principal for any liability to pay a fine for an offence under the Safety Legislation.
- 20.4 Each indemnity in this Contract is a continuing obligation separate and independent from the Hirer's other obligations and survives termination of this Contract.

## 21 Insurance

- 21.1 The Hirer must take out before commencing any work under this Contract and must maintain the following insurance on usual terms and conditions and with reputable insurers approved by the Principal's Representative from the Commencement Date until the completion of the Services or the earlier termination of this Contract:
- (a) public liability insurance with a limit of cover of the amount in **Schedule 1** and with no limit of cover in relation to the aggregate of the amount of all claims made during the period of cover of the policy in respect of personal injury, death, disease or illness (including mental illness), and damage or loss to, or loss of use of any property arising out of the performance of the Services;
  - (b) products insurance with a limit of cover of the amount in **Schedule 1** in respect of personal injury, death, disease or illness (including mental illness), and damage or loss to, or loss of use of any property arising out of the performance of the Services;
  - (c) plant and equipment insurance in respect of loss of or damage including loss or damage in transit (marine or otherwise, as applicable), to equipment used in the provision of the Services (including the Equipment) owned or leased by the Hirer, to its full replacement value at the time loss or damage occurs; and

- (d) insurance cover in relation to motor vehicles with a limit of liability of not less than the amount stated in **Schedule 1**, in respect of liability to third parties for loss of or damage to property including pollution of or damage to the environment.

- 21.2 The insurances required under **clause 21.1(a)** and **clause 21.1(b)** must:
- (a) cover the Hirer, its subcontractors and their employees and subcontractors for their respective rights, interests and liabilities;
  - (b) cover the Principal as a named insured in respect of any liability arising out of or in connection with work under the Contract;
  - (c) cover liability for the use of unregistered motor vehicles and unregistered equipment used in connection with work under the Contract; and
  - (d) provide that:
    - (i) the policy operates as if there were a separate contract of insurance covering each of the parties referred to in **clause 21.2(a)** and **clause 21.2(b)** including the Principal;
    - (ii) notice of a claim given by one of the parties referred to in **clause 21.2(a)** and **clause 21.2(b)** constitutes notice of a claim by all of them; and
    - (iii) the insurer waives and subrogates in favour of the Principal all rights it may have in relation to contribution from insurers of the Principal but only to the extent that the Hirer, its subcontractors and/or their employees and/or subcontractors caused the liability.

- 21.3 In addition to the insurances described in **clause 21.1** and **clause 21.2**, the Hirer must maintain or effect and maintain, and ensure that each of its subcontractors maintains or effects and maintains a policy that provides or policies that together provide cover in respect of any injury, damage, expense, loss or liability suffered or incurred by any person engaged in performance of the Contract (or their dependants) giving rise to a claim under any statute relating to workers' or accident compensation or for employer's liability at common law.

- 21.4 The policy referred to in **clause 21.3** must, in relation to employer's liability at common law, have a limit of cover in respect of any one occurrence at least the sum stated in **Schedule 1** as the limit of cover for employer's liability insurance and include an extension to indemnify the Principal as principal for its liability, under common law and under any statute relating to workers' or accident compensation, to persons engaged by the Hirer. The policy must contain a waiver of subrogation in favour of the Principal.

- 21.5 The Hirer must in respect of each policy of insurance it is required to effect or maintain under the Contract, maintain continuous cover under each policy until the expiry of the warranty period.

- 21.6 The Hirer must produce, prior to commencing the Services and on demand by the Principal's Representative, sufficient evidence that the insurances required under **clause 21.1**, **clause 21.2** and **clause 21.3** have been effected and are current. If the Hirer fails to do so, the Principal may itself effect the insurance. The cost of doing so and maintaining that insurance will be a debt due from the Hirer to the Principal.

- 21.7 The Hirer must not do anything or allow anything to be done which might cause the insurances referred to in **clause 21.1** and **clause 21.2** to be cancelled, avoided or otherwise prejudiced.

## 22 Confidential information and publicity

The Hirer must not and must ensure that its employees do not, use or disclose to any person or make public any information obtained by it relating to the Services, except as necessary for the performance of the Services or as required by law. The obligations created by this clause will continue to bind the Hirer after the completion of the Services or the prior termination of this Contract.

## 23 Termination

- 23.1 The Principal may immediately upon written notice terminate this Contract for the Hirer's default if:
- (a) the Hirer commits a Serious Breach; or
  - (b) the Hirer does not carry out any obligation under this Contract and, in the case of a default which is capable of remedy, does not remedy that default within five Business Days after the Principal serves written notice on the Hirer requiring the default to be remedied.
- 23.2 If the Principal terminates the Contract under **clause 23.1**, the respective rights and liabilities of the parties will be the same as they would be at common law if the Hirer had wrongfully repudiated the Contract and the other party elected to treat the Contract as at an end and recover damages.
- 23.3
- (a) The Principal may engage other parties to carry out the Services which are incomplete or have not otherwise been provided by the Hirer on termination of the Contract under **clause 23.1**.
  - (b) If the Principal exercises the power under **clause 23.3(a)**, the Principal's Representative must, when the Services are complete, calculate the difference between:
    - (i) the additional costs of having the Services so completed by others and any other Loss suffered or incurred by reason of the Hirer's default; and
    - (ii) the amount of retention money, if any, held by the Principal.
- If the calculation results in a shortfall to the Principal, the Hirer must pay the amount of the shortfall to the Principal within five Business Days of a written demand for payment. If the calculation results in an excess to the Principal, the Principal must pay the amount of the excess to the Hirer within ten Business Days of receiving the calculation given under this **clause 23**.
- 23.4 The Hirer may terminate this Contract if:
- (a) the Principal does not pay the Hirer any undisputed money due and owing to it under this Contract; and
  - (b) the Principal does not pay that money within a further period of 20 Business Days after the Hirer serves written notice on the Principal requiring payment.
- 23.5
- (a) Without prejudice to any of the Principal's other rights or entitlements or powers under this Contract, the Principal may at any time for its sole convenience, and for any reason, by written notice to the Hirer terminate this Contract effective from the time stated in the notice or if no such time is stated, at the time the notice is given to the Hirer.
  - (b) If the Contract is terminated under this clause the Principal may procure services similar to the Services from any other person.
- 23.6 If the Principal terminates this Contract under **clause 23.5**, the Principal must pay the Hirer the sum certified by the Principal's Representative as being due to the Hirer to reflect the value to the Principal of the Services provided up to the date of termination less any Loss incurred by the Principal as a consequence of any breach of this Contract by the Hirer. The amount payable by the Principal to the Hirer under this **clause 23.6** is the Hirer's sole entitlement in relation to termination of this Contract under **clause 23.5**.
- 23.7 On termination by any cause, the Hirer must do the following in an orderly manner:
- (a) cease the performance of the Services;
  - (b) assign to the Principal upon its request all rights (if any) of the Hirer under subcontracts related to the performance of the Services; and
  - (c) demobilise the Hirer's personnel and remove the Hirer's equipment and materials (including the Equipment) from the performance of the Services.
- 23.8 The parties acknowledge that:
- (a) the sums payable under **clause 23** will be in full and final satisfaction of all obligations of the Principal to the Hirer in

- relation to this Contract, the termination of this Contract and the performance of the Services by the Hirer; and
- (b) all rights vested in the Principal by **clause 23.6** are without prejudice to any other rights and remedies of the Principal.

## 24 Disputes

- 24.1 If a dispute arises in connection with this Contract or the Services (**Dispute**), then either party must deliver by hand or send by certified mail to the other party a notice of the Dispute in writing identifying and providing details of the Dispute.
- 24.2 Despite the existence of a Dispute, each party must continue to perform its obligations under the Contract. The existence of a Dispute will not prejudice either party's rights to terminate the Contract for any reason.
- 24.3 Within ten Business Days of service of a notice of Dispute, the Principal's Representative and a senior representative of the Hirer must meet and, in good faith, attempt to resolve the Dispute. If the Dispute is not resolved within ten Business Days of the last date for the meeting of delegates under this clause (or any longer period agreed by the parties in writing), the matter will be and is hereby referred to arbitration.
- 24.4 The seat of the arbitration will be Perth, Western Australia and the arbitration is to take place in Perth before 1 arbitrator. The arbitrator will be nominated by the President of the Resolution Institute Australia and their successors, upon the application of either party. The arbitration will be conducted in accordance with the Resolution Institute Arbitration Rules (as amended by the Resolution Institute from time to time):
- 24.5 To the extent permitted by law, the parties agree that:
- (a) the powers conferred and restrictions imposed on a court by Part 1F *Civil Liability Act* are not conferred or imposed on the arbitrators appointed in accordance with **clause 24.4**; and
  - (b) any such arbitrators will have no power to make an order or award in respect of a Dispute by applying or considering the provisions of Part 1F of the *Civil Liability Act* (or any equivalent statutory provisions in any other state or territory) which might, in the absence of **clause 24.4**, have applied to any Dispute referred to arbitration.
- 24.6 The parties agree that:
- (a) all Disputes must be resolved in accordance with this **clause 24**; and
  - (b) nothing in this **clause 24** shall prejudice the right of a party to seek urgent injunctive or urgent declaratory relief from a court.

## 25 Application of Contract

This Contract will apply to any Services whether commenced before, on or after the date of the Contract. The Hirer agrees that any payment made prior to the date of the Contract is a payment under the Contract and any such payment will be accounted for against the payment due to the Hirer under the Contract

## 26 Notices

- 26.1 A notice, demand, certification, process or other communication relating to this document:
- (a) must be in writing;
  - (b) must be addressed to the Principal's Representative or the Hirer's Representative (as applicable);
  - (c) where **Schedule 1** states that notices must be given by an electronic management system, the notice must be given by the electronic management system as set out in **Schedule 1**;
  - (d) may be signed for the party giving it by the party's authorised officer, attorney or solicitor; and
  - (e) may be (unless **Schedule 1** states that it must be given by an electronic management system):
    - (i) delivered personally to the Principal's Representative or the Hirer's Representative (as applicable), or left at or sent by prepaid post to that person's address; or

- (ii) emailed to the Principal's Representative or the Hirer's Representative (as applicable) to the relevant email address, as set out in **Schedule 1**.
- 26.2 A notice is taken as given by the sender and received by the intended recipient:
- (a) if delivered by the electronic management system set out in **Schedule 1**, at the time that the electronic management system generates a confirmation of the date and time sent, but if delivery or receipt is on a day which is not a Business Day or is after 5.00pm at the place of delivery or receipt, it is taken as given at 9.00am on the next Business Day;
  - (b) if posted, three (3) Business Days after posting; or
  - (c) if emailed, when the communication enters the information system on which the mailbox of the recipient's email address resides. A notice is taken to have entered the information system on which the mailbox of the recipient's email address resides at the time it was sent if the sender does not receive notification within 24 hours of sending the communication that the communication has not been delivered.

## 27 Claims

- 27.1 This clause applies to all claims which may be made by the Hirer in relation to any matter or thing arising under this Contract or out of the performance of the Services except for those under **clause 11** and where there is an entitlement to an extension to the Date for Completion under **clause 15.4(c)**.
- 27.2 The Hirer must:
- (a) within 28 days of the date upon which the Hirer could reasonably have become aware that there would be an adverse impact on the Hirer as a consequence of the events or circumstances on which the claim is based, provide the Principal's Representative with written notice of its intention to lodge a claim, giving details of the nature of the claim; and
  - (b) within 28 days of the completion of the occurrence of the events or circumstances on which the claim is based, provide the Principal's Representative with a notice which contains detailed particulars of the claim sufficient to identify the matter at issue and to enable the Principal's Representative to understand the precise nature and content of the claim which includes:
    - (i) each item of claim and the basis for it;
    - (ii) the clauses of this Contract and the documents upon which each item of claim is based;
    - (iii) if a direction of the Principal's Representative or any other person is relied upon, the date of the direction, who gave it, whether it was given orally or in writing, and the terms of the direction;
    - (iv) if an act or omission of the Principal, the Principal's Representative or any employee or agent of the Principal is relied upon, the nature of the act or omission, the date of the act or omission, whether it was oral or in writing, and the particulars of the act or omission;
    - (v) the amounts (including particulars of those amounts) claimed in respect of each item or claim or if no amount is claimed, a statement to that effect; and
    - (vi) any other decision sought in respect of the dispute.
- 27.3 Notices must be given in accordance with this **clause 27** whether or not the event or circumstance upon which the claim is based is continuing and whether or not the loss, expense or damage has crystallised or can be fully particularised. The details omitted must be provided within seven days of the day that they do crystallise or can be fully particularised.
- 27.4 Any claim which is not notified by the Hirer in accordance with this **clause 27** or, in the case of a claim for an extension to the Completion Date under **clause 15.4(c)**, in accordance with **clause 15.4(c)**, is barred.

## 28 Taxes and customs duty

- 28.1 Unless otherwise expressly provided in the Contract, the Hirer must pay all taxes, charges and other payments including payroll tax, levies, duties (including customs duty) and assessments of every nature due in connection with the delivery of the Equipment and the performance of the Hirer's other obligations under the Contract. The Hirer must indemnify the Principal from any liability for those taxes, charges and other payments which have arisen or may arise.
- 28.2 The Hirer warrants that it is not a foreign resident within the meaning of the *Taxation Administration Act 1953* (Cth).
- 28.3 If the Principal is required in its opinion to withhold any amount in respect of tax from a payment to be made to the Hirer under this Contract, it is entitled to do so and such withholding and payment to the relevant taxing authority will be a good discharge of its obligation to pay the relevant amount to the Hirer.
- 28.4 If the Principal pays an amount to the Hirer without withholding an amount in respect of tax, the Hirer must indemnify the Principal for any loss suffered by the Principal as a result of the Principal failing to withhold the amount in respect of tax, including as a result of the warranty provided in **clause 28.2** being untrue at any time during the term of this Contract.
- 28.5 Where the Equipment, materials, plant or other items are to be imported into Australia by the Hirer:
- (a) subject to **clause 28.6**, the party stated in **Schedule 1** will pay any Australian customs duty that may be payable on the importation of those items; and
  - (b) the Hirer must co-operate with and provide reasonable assistance to the Principal in seeking exemptions from or reductions in any Australian customs duty (including under the Australian "Enhanced Project By-Law Scheme"), and if such exemptions or reductions are obtained, then to the extent (if any) that the Principal has already paid or reimbursed the Hirer the amount of the exemption or reduction, the Hirer must repay that amount to the Principal.
- 28.6 The Hirer must bear and pay for any Australian customs duty that may be payable in connection with the importation into Australia of:
- (a) any plant or equipment used to manufacture or transport the Equipment; and
  - (b) the Equipment, materials, plant, or other items required to repair, replace or rectify any loss, damage or defect that the Hirer is required to repair, replace or rectify at its cost.
- 28.7 Regardless of whether the Principal or the Hirer pays for Australian customs duty, the Hirer is responsible for handling and clearing through customs in all applicable jurisdictions (including Australia), all overseas sourced Equipment, materials, plant, and other items that are to be supplied by the Hirer under this Contract.

## 29 GST

- 29.1 In this clause:
- (a) "**GST**" means GST within the meaning of the *GST Act* and includes penalties and interest.
  - (b) "**GST Act**" means the *A New Tax System (Goods and Services Tax) Act 1999* (as amended).
- 29.2 Expressions used in this clause and in the *GST Act* have the same meanings as when used in the *GST Act*.
- 29.3 Except where this Contract specifies otherwise, an amount payable by a party under this Contract in respect of a taxable supply by the other party represents the value of the supply or the net amount under **clause 29.4**. The recipient of the supply must, in addition to that amount and at the same time, pay to the supplier the amount of GST payable in respect of the supply.
- 29.4 If this Contract requires a party to pay for, reimburse or indemnify against any expense or liability (**reimbursable expense**) incurred by the other party (**payee**) to a third party, the amount to be paid, reimbursed or indemnified is the amount of the reimbursable expense net of any input tax

credit to which the payee is entitled in respect of the reimbursable expense (**net amount**).

29.5 A party is not obliged, under **clause 29.3**, to pay an amount for GST in respect of a taxable supply to it, until given a valid tax invoice for the supply.

### 30 Anti-corruption

30.1 The Hirer must not give or offer to give (directly or indirectly) to any person any bribe, gift, gratuity or other thing of value, which would or could be construed as a corrupt practice, as an inducement or reward:

- (a) for doing or forbearing to do any action in relation to this Contract; or
- (b) for showing or for forbearing to show any favour or disfavour to any person in relation to this Contract.

30.2 However nothing in this **clause 30** is intended to limit or affect any lawful inducements or rewards to the Hirer's employees, agents and subcontractors that could not reasonably be construed as involving corrupt practices.

### 31 Financing co-operation

31.1 The Hirer:

- (a) acknowledges and agrees that:
  - (i) the Principal may have entered into, or may be entering into, financing agreements for the purpose of financing the hire of the Equipment, the project for which the Equipment is being used and/or part thereof;
  - (ii) the Principal's financiers may appoint representatives and/or engineers to monitor the Services under this Contract;
  - (iii) such representatives and/or engineers have no authority to relieve the Hirer of any of its obligations or liabilities under this Contract, nor to increase, decrease or otherwise alter the Hirer's obligations under this Contract; and
  - (iv) the financiers may require the Hirer to enter into a tripartite agreement with the Hirer and the financiers' agent, the form and substance of which is acceptable to the financiers;
- (b) must comply with all reasonable requests from the Principal in connection with the requirements of the financiers; and
- (c) without limiting **clause 31.1(b)**, must:
  - (i) provide such information and documentation as may reasonably be required by the financiers;
  - (ii) negotiate in good faith with the Principal and the financiers any amendments to this Contract that the financiers may require that are customary for project financing; and
- (d) where required by the financiers, enter into a direct agreement with the Principal and the financiers' agent, the form and substance of which is acceptable to the financiers.

### 32 Personal Property Securities Act

32.1 Terms used in this **clause 32** which are defined in the PPS Act have the meanings given to those terms in that Act.

32.2 The Hirer must not create a Security Interest, or allow a Security Interest to subsist, over the Contract, the Site, the Equipment or any part of the Services or plant or materials to be incorporated into the Equipment or the Services, without the Principal's prior written consent.

32.3 If the Hirer believes that a Security Interest arises under the Contract the Hirer must notify the Principal within five Business Days of becoming aware of such Security Interest and must not take steps to register such Security Interest on the PPS Register unless and until the Principal has responded to such notice.

32.4 The Hirer must take such steps as the Principal reasonably requires to perfect or otherwise ensure the enforceability and first ranking priority of any Security Interest granted to it under the Contract, including:

- (a) obtaining and giving consents;
- (b) producing and providing receipts;
- (c) attending to the signing of documents or procuring the signing of documents;
- (d) facilitating the registration of any Security Interest on the PPS Register;
- (e) facilitating the giving of notice to any person, including any person who also has, or appears to have, a Security Interest over Relevant Collateral; and
- (f) facilitating the exercise of the Principal's right in enforcing any Security Interest.

32.5 If a Security Interest arises in respect of the Equipment, whether in breach of **clause 32.2** or not, the Hirer must not, and must ensure that its subcontractors or any other persons who are entitled to enforce the Security Interest do not, take steps to enforce any rights under that Security Interest unless:

- (a) the Principal has failed to make a payment in accordance with **clause 17** and at least 45 days has elapsed since the due date for payment;
- (b) the Hirer has given notice of its intention to exercise its right under the Security Interest;
- (c) the Principal has not, within 10 Business Days after receipt of the notice referred to in **clause 32.5(b)**, paid the amount due by the Principal to the Hirer; and
- (d) the Hirer has complied with all of the Principal's requirements to enter the site, including all safety and site induction requirements.

32.6 Subject to **clause 32.2**, either party may register any Security Interest granted under the Contract on the PPS Register in any manner it chooses.

32.7 Either party must provide the other party with any information the other party requires for the purposes of effecting such registration.

32.8 For the purposes of section 157(3) of the PPS Act, each party irrevocably and unconditionally waives its right to receive any notice from the other party in connection with the registration of a Security Interest arising under the Contract.

32.9 If, in the opinion of the Principal, the PPS Act applies, or will in the future apply to the Principal's rights and that the PPS Act:

- (a) affects or could affect the Principal's security position or the rights or obligations of the Principal under or in connection with the Contract;
- (b) enables or would enable the Principal's security position to be improved,
- (c) the Principal may give notice to the Hirer requiring the Hirer to do anything (including providing all reasonable assistance to the Principal in relation to the registration of a security in respect of the Principal's rights, including the execution of documents relating to such registration) that in the Principal's opinion is necessary or desirable.

32.10 The Hirer must comply with the requirements of that notice within the time stipulated in the notice.

32.11 The parties agree that for the purposes of section 115 of the PPS Act, the following sections of the PPS Act will not apply to any Relevant Collateral:

- (a) section 95 (notice by Secured Party of removal of Accession);
- (b) section 121(4) (notice by Secured Party of enforcement of Security Interest in liquid assets);
- (c) section 125 (obligation of Secured Party to dispose of or retain Collateral after seizure);
- (d) section 130, to the extent that it requires the Principal to give any notice to the Hirer (notice by Secured Party of disposal of Collateral);
- (e) section 132(3)(d) (obligation of Secured Party to show amounts paid to other Secured Parties in statement of account);
- (f) section 132(4) (statement of account by Secured Party if it does not dispose of Collateral within prescribed period);
- (g) section 135 (notice by Secured Party of retention of Collateral); and
- (h) section 143 (reinstatement of security agreement)

### 33 Modern Slavery Prevention

- 33.1 The Hirer represents and warrants on a continuing basis that neither the Hirer nor any of its directors, officers, employees, representatives, agents, contractors or subcontractors will engage in Modern Slavery.
- 33.2 The Hirer must provide, within a reasonable time, all information reasonably requested by the Principal for the purposes of the *Modern Slavery Act 2018* (Cth). The Hirer represents and warrants that any information it supplies to the Principal in accordance with this **clause 33** is true and accurate and may be relied upon by the Principal for the purposes of the *Modern Slavery Act 2018* (Cth).

### 34 General

- 34.1 The provisions in this Contract will be taken as being mutually explanatory and anything contained in one but not in another will be treated as if contained in all.
- 34.2 No term or provision of this Contract will be construed against the Principal on the basis that the Contract or the term in question was put forward or drafted by or on behalf of the Principal.
- 34.3 If the Hirer finds any discrepancy, error or ambiguity in the Contract, it must inform the Principal's Representative immediately and follow the directions of the Principal's Representative. The Hirer will have no entitlement as a result of complying with any such direction.
- 34.4 Except as expressly stated otherwise in this Contract, each party must pay its own legal and other costs and expenses of negotiating, preparing, executing and performing its obligations under this Contract.
- 34.5 The Hirer must not assign or deal with any right under this document without the prior written consent of the Principal. Any purported dealing in breach of this clause is of no effect. The Principal may assign or deal with its interest under this Contract at any time by notice in writing to the Hirer. The Hirer must enter into a deed of novation if requested by the Principal in a form reasonably required by the Principal.
- 34.6 This Contract may only be varied or replaced by a document duly executed by the parties.
- 34.7 A single or partial exercise or waiver by a party of a right relating to this Contract does not prevent any other exercise of that right or the exercise of any other right.
- 34.8 A party is not liable for any loss, cost or expense of any other party caused or contributed to by the waiver, exercise, attempted exercise, failure to exercise or delay in the exercise of a right.
- 34.9 Except as expressly stated otherwise in this Contract, the rights of a party under this Contract are cumulative and are in addition to any other rights of that party.
- 34.10 Except as expressly stated otherwise in this Contract, a party may conditionally or unconditionally give or withhold any consent to be given under this Contract and is not obliged to give its reasons for doing so.
- 34.11 Each party must promptly do whatever any other party reasonably requires of it to give effect to this Contract and to perform its obligations under it.
- 34.12 This Contract is governed by and is to be construed in accordance with the laws applicable in Western Australia.
- 34.13 Subject to **clause 24**, each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in Western Australia and any courts which have jurisdiction to hear appeals from any of those courts and waives any right to object to any proceedings being brought in those courts.
- 34.14 An obligation of two or more persons binds them separately and together.
- 34.15 This Contract may consist of a number of counterparts and, if so, the counterparts taken together constitute one document.
- 34.16 This Contract is not intended to create a partnership, joint venture or agency relationship between the parties.
- 34.17 The documents comprising this Contract:
- (a) constitute the entire agreement between the parties;

- (b) supersede all previous oral or written communications between the parties; and
- (c) prevail over any subsequently issued standard form terms and conditions or purchase order terms either issued to the Hirer by the Principal or issued to the Principal by the Hirer, which have not been signed by both parties and are not expressly stated as intended to supersede this Contract.

# Schedule 1

## General Details

Item	Information	Details
1.	<b>Principal (clause 1.1):</b> Address: Postal address: Telephone No: ABN: <b>Principal's Representative:</b> Email:	<b>Pilgangoora Operations Pty Ltd</b> Level 2, 146 Colin Street, West Perth, Western Australia 6005 PO Box 884, West Perth, Western Australia 6872 +618 6266 6266 75 616 560 395 <b>[insert details]</b> <b>[insert details]</b>
2.	<b>Hirer (clause 1.1):</b> Address: Postal address: Telephone No: ABN: <b>Hirer's Representative:</b> Email:	<b>[insert details]</b> <b>[insert details]</b> <b>[insert details]</b> <b>[insert details]</b> <b>[insert details]</b> <b>[insert details]</b> <b>[insert details]</b>
3.	<b>Commencement Date:</b> (clause 1.1)	<b>[insert date]</b>
4.	<b>Completion Date:</b> (clause 1.1)	<b>[insert a date if there is Specified Works, otherwise state, "not applicable"]</b>
5.	<b>Place for Delivery:</b> (clause 1.1)	<b>[insert details]</b>
6.	<b>Place for Return:</b> (clause 1.1)	<b>[insert details]</b>
7.	<b>Site:</b> (clause 1.1)	Pilgangoora Minesite, Wodgina Road, East of Great Northern Highway, Western Australia
8.	<b>Term:</b> (clause 1.1)	<b>[insert period of time or alternatively if there is "Specified Works, state, "the completion of the Specified Works"]</b>
9.	<b>Time for Delivery:</b> (clause 1.1)	<b>[insert details]</b>
10.	<b>Period for extended Term:</b> (clause 2.2)	<b>[insert details]</b>
11.	<b>Option to purchase</b> (clause 13)	<b>[The Principal has / does not have* an option to purchase the Equipment]</b>

Item	Information	Details
		*Delete whichever is not applicable
12.	Option to purchase amount (clause 13)	[Insert Amount]
13.	Rate of liquidated damages for failure to complete the Specified Works by the Completion Date: (clause 15.4(e))	[Insert Rate]
14.	Amount of public liability insurance: (clause 21.1(a))	\$50,000,000
15.	Amount of product liability insurance: (clause 21.1(b))	\$50,000,000
16.	Amount of motor vehicle insurance (clause 21.1(d))	\$30,000,000
17.	Amount of workers compensation insurance (clause 21.4)	\$50,000,000
18.	Party to pay Australian customs duty (clause 28.5)	Hirer / Principal*  *Delete whichever is not applicable
19.	Must Notices be sent by an electronic management system	Yes, by email

## Schedule 2

### Services and Equipment

(clause 1.1)

#### Equipment to be hired:

[Insert details of Equipment to be hired]

#### Services to be performed:

[Insert details of Services to be performed including all maintenance services and provision of operators where required]

#### Specified Works:

[Insert details of any specific work that must be completed and for which there is a Completion Date e.g if a large trench must be dug and that must be completed by a specific date]



### Schedule 3

#### Hire Fee

(clauses 1.1, 17)

#### Hire Fee **[Delete whichever is not used]**

The Hire Fee is the lump sum of <input checked="" type="checkbox"/> lump sum only <input type="checkbox"/> lump sum plus rates	<b>[Insert Lump sum Hire Fee]</b>
The Hire Fee is the lump sum of \$ <b>[Insert Lump sum Hire Fee]</b> plus the sum representing the services multiplied by the corresponding rates described in the following schedule of rates. <input type="checkbox"/> lump sum only <input checked="" type="checkbox"/> lump sum plus rates	

#### Schedule of Rates

If the Hire Fee is a lump sum only then the rates will only be used for valuing additional services and alterations to the Hire Fee.

Work/Item/Equipment	Rate
<b>[Insert schedule of rates or insert Not Applicable]</b>	

The Schedule of Rates set out in this Schedule 3 are fixed for the Term and at the commencement of any extension of the Term under GC 2.2 the Schedule of Rates may be adjusted by agreement between the Parties. Any adjusted rates presented by the Hirer during the pricing review must include supporting documentation to validate the price adjustment sought.

## Schedule 4

### Key Performance Indicators (clauses 4.8 to 4.11)

[Insert details]

## Schedule 5

### Camp Accommodation and Flights

(clause 2.3)

**[delete provisions if not applicable]**

(a) For the purposes of this Schedule 5, **Camp Accommodation** means:

- (i) a reasonable standard of accommodation, breakfast, crib lunch and evening meal and all reasonable ancillary or related services including messing, servicing of the rooms, either at the accommodation camp on the Site (if applicable) or such other reasonable location determined by the Principal; and
- (ii) return flights between Perth and Port Hedland,

but excludes all transport other than return flights between Perth and Port Hedland (including, without limitation, interstate and overseas flights) (**Other Transport**).

(b) Subject to paragraph (c) of this Schedule 5, the Principal agrees to provide the Camp Accommodation free of charge to the Hirer for the Hirer's personnel who are necessarily involved in performing the Services, provided that:

- (i) the Hirer's personnel comply with any rules and policies and terms and conditions as the Principal may from time to time decide in relation to the Camp Accommodation, including the Principal's accommodation rules;
- (ii) all occupants of the Principal's accommodation or provided accommodation that are Hirer's personnel comply with the Principal's relevant lease or occupancy documents;
- (iii) the Principal may, at the Hirer's cost, evict or refuse to accommodate any person whose conduct is, in the sole discretion of the Principal, inappropriate, or whose behaviour is such as to make their continued presence undesirable; and
- (iv) the Hirer will make good any damage to the Principal supplied accommodation beyond normal wear and tear, or pay the Principal for the damage caused, and the Principal may claim the cost as a debt due from the Hirer to the Principal.

(c) The Principal may charge the Hirer under paragraph (d) of this Schedule 5:

- (i) if the Hirer or its subcontractors book(s) any Camp Accommodation with the Principal under this Schedule 5, but does not utilise the relevant service, unless the reason for the failure to utilise the service is approved in writing by the Principal; and
- (ii) for any Other Transport costs which in some way accrue to the Principal.

(d) The fees which the Principal may charge under paragraph (c) of this Schedule 5, and which are recoverable from the Hirer as a debt due from the Hirer to the Principal, are as follows:

- (i) accommodation = daily rate for accommodation + messing+ transport via bus to Site at direct cost + 20%;
- (ii) flights = cost per round trip flight from Perth/Site or vice versa at direct cost + 20%; and
- (iii) Other Transport = direct cost + 20%.

## Schedule 6

### Policies

(clause 3.3(f))

At the date of this Contract, the Principal's Policies are as follows:

Item	Doc Control	Policy	Last updated
1	POL-ABC	Anti-Bribery & Corruption Policy	June 2021
2	POL-COD	Code of Conduct	May 2021
3	POL-COM	Community and Stakeholder Relations Policy	Nov 2020
4	POL-DIV	Inclusion and Diversity Policy	June 2021
5	POL-ENV	Environmental Policy	Nov 2021
6	POL-MSL	Modern Slavery Policy	May 2021
7	POL-SMD	Social Media Policy	June 2020
8	POL-WHS	Health and Safety Policy	June 2020
9	POL-WSB	Whistle-blower Policy	May 2021

The Principal may amend or replace the policies above or introduce new policies from time to time, and those amended, replacement or new policies will be treated as part of the Principal's Policies for the purposes of this Contract.

The Hirer acknowledges receipt of these Policies and that it has read and fully understood and can comply with these Principal Policies.

**Executed as an agreement**

**Executed by Pilgangoora Operations Pty Ltd** ACN 616 560 395 in accordance with section 127 of the *Corporations Act 2001* (Cth): )  
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Company Secretary/Director

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Director

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Name of Company Secretary/Director (print)

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Name of Director (print)

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Date

-----  
Date

**Executed by [Hirer]** ACN [insert ACN] in accordance with section 127 of the *Corporations Act 2001* (Cth): )  
)

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Company Secretary/Director

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Director

-----  
Name of Company Secretary/Director (print)

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Name of Director (print)

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Date

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Date