

**Senate Finance and Public Administration Legislation Committee
—Budget Estimates Hearing—May 2015**

Answers to Questions on Notice

Parliamentary departments, Department of Parliamentary Services

Topic: **Limro Cleaning contract current offer**

Question: **33**

Hansard Reference **p 70, 71; 25 May 2015**

Date set by the committee for the return of answer: 10 July 2015

Senator WONG: I am not asking about all the discussions; I am asking a very simple mathematical question, actually. The contract varied previously to allow enable slightly higher rates of pay because the previous government said, 'We reckon people on close to 20 bucks an hour to clean our offices probably deserve a couple of dollars more.' This government repealed that. The contract previously varied to enable that payment to be made at that rate has not been changed and I am asking what you know or what anybody in DPS knows is the current offer, whether it affects the guidelines or not?

Mr Ryan: I would have to get back to you on that.

Senator WONG: Does anybody know?

Mr Skill: No, Senator. Our obligation when we are managing the contract is to hold the organisation to the terms of the contract. There are terms and conditions within the contract which set the minimum acceptable wages and terms and conditions that are to be provided as part of that contract. If we were made aware or became aware of the fact that Limro had gone below those terms and conditions, then that would be a breach of contract and we would act appropriately. However, it is a matter purely for Limro and their employees. We are being advised by Limro that they will have appropriate resourcing and mechanisms in place to provide the services for which they are contracted.

Senator WONG: So you are washing your hands of it?

Mr Skill: No, Senator. We are obviously concerned that the parliament gets appropriate services and that is one of the jobs that—

Senator WONG: But not enough to know what the offer of pay actually is?

Mr Skill: It is outside of our control. It is outside of our sphere. We could not influence that in any way.

Senator WONG: Well, you did influence it when the previous government thought that people should get a bit more in their pocket. Can you take on notice the relevant wages clause in the contract over the past three or four years?

Mr Skill: We have the clause here if you would like us to read into the *Hansard*.

Senator WONG: I want to know the rates, so it is probably better to table it if you have it.

...

Mr Skill: My understanding of the contract is that it refers to minimum terms and conditions being the relevant award. I do not think it goes to hourly rates and so on.

Senator WONG: Could you table a copy of the contract, please?

Mr Skill: Certainly.

Answer

DPS is unaware of the rates of pay currently being negotiated between Limro and the union. The current contract with Limro is attached.

Parliament of Australia
Joint House



ABN 54 589 947 681

COMMONWEALTH OF AUSTRALIA

JOINT HOUSE DEPARTMENT (JHD)

**CONTRACT FOR THE PROVISION OF CLEANING
SERVICES TO PARLIAMENT HOUSE**

CONTRACTOR: LIMRO PTY LIMITED ABN 93 002 477 189

CONTRACT NUMBER: JH03024

Table of Contents

- 1. Glossary of terms and interpretation.....1**
 - 1.1 General 1
 - 1.2 Interpretation..... 6
 - 1.3 Order of precedence 7

- 2. Appointment and Term8**
 - 2.1 Appointment..... 8
 - 2.2 Term..... 8
 - 2.3 Extension of the Term..... 8
 - 2.4 Provisions relating to Extensions..... 8

- 3. Role of the Contractor9**
 - 3.1 Cleaning Services..... 9
 - 3.2 Standard of care..... 9
 - 3.3 Authority to act 10
 - 3.4 Knowledge of JHD's requirements 10
 - 3.5 Business Plan 10
 - 3.6 Review and revision of Business Plan..... 11
 - 3.7 Notice of matters impacting on Cleaning Services..... 11
 - 3.8 Progress reports 11
 - 3.9 Co-ordination of Other Contractors 12
 - 3.10 Statutory requirements 12
 - 3.11 Specific JHD requirements 12
 - 3.12 Conflict of interest 13
 - 3.13 Quality assurance 14
 - 3.14 Management of risk..... 14
 - 3.15 Access to the Contractor's premises 15
 - 3.16 Security 16
 - 3.17 Industrial Relations and Employment Conditions 16
 - 3.18 Not used 16
 - 3.19 Contractor's Responsibilities with JHD Supplied Facilities..... 17

- 4. Role of JHD.....17**
 - 4.1 Information 17
 - 4.2 Additional Information..... 17
 - 4.3 Access to the Contractor..... 18
 - 4.4 Access by JHD..... 18
 - 4.5 JHD Supplied Facilities..... 18
 - 4.6 Making of decisions 19

- 5. Intellectual Property and confidentiality19**
 - 5.1 Contract Material..... 19
 - 5.2 Contractor's obligations in relation to Contract Material..... 19

5.3	Third party copyright in Contract Material.....	20
5.4	Indemnity.....	20
5.5	Licence of Contractor's Material	20
5.6	Moral Rights	21
5.7	Confidentiality	21
5.8	Contractor's confidentiality	21
5.9	Privacy	23
6.	Representatives, personnel and subcontractors	24
6.1	Contractor's Representative.....	24
6.2	JHD's representative	24
6.3	Key People and manager	25
6.4	Removal of persons	25
6.5	Subcontractors.....	26
6.6	Provision of subcontracts.....	26
6.7	Subcontracting not to relieve Contractor.....	26
6.8	Employee requirements.....	26
7.	Payment.....	26
7.1	Payment of Contract Prices	26
7.2	Invoices.....	27
7.3	Payment.....	27
7.4	Payment of amounts by Contractor	27
7.5	Set off.....	27
7.6	Books of account.....	28
7.7	Contract Prices all inclusive.....	28
8.	Guarantee and Indemnity.....	28
8.1	Guarantee of obligations.....	28
8.2	Contractor's Obligations	28
8.3	Default.....	29
8.4	Indemnity.....	29
8.5	Continuing obligation.....	29
9.	Security to be provided by Contractor	29
9.1	Security	29
9.2	Recourse.....	30
9.3	Top up	30
9.4	Release	30
10.	Insurance and indemnity	30
10.1	Public liability insurance.....	30
10.2	Workers' compensation insurance	30
10.3	Liability unaffected	31
10.4	Inspection of policies by JHD.....	31
10.5	Failure to obtain insurance.....	31

10.6	Alteration of insurances	31
10.7	Indemnity.....	31
11.	Avoidance of conflict	32
11.1	Fairness and equity.....	32
11.2	Consent.....	32
11.3	Complaint handling procedures.....	32
11.4	Claims by Contractor	33
11.5	Dispute notice	33
11.6	Representatives to meet.....	34
11.7	Reference to expert.....	34
11.8	Expert appraisal.....	34
11.9	Independent Expert	34
11.10	Determination	35
11.11	Costs of appraisal	36
11.12	Arbitration.....	36
11.13	Condition precedent.....	36
11.14	Continued performance.....	36
11.15	Part to survive termination	36
12.	Termination and variation	36
12.1	Notice of breach.....	36
12.2	Termination for breach.....	37
12.3	Termination for Insolvency	37
12.4	Indemnity for breach	37
12.5	Additional right of termination	38
12.6	Procedure upon termination	38
12.7	Variation.....	38
13.	General	38
13.1	Entire agreement	38
13.2	Negation of employment.....	39
13.3	Waiver	39
13.4	Costs	39
13.5	Notices	39
13.6	Deemed service.....	40
13.7	Contractor not to assign.....	40
13.8	Governing laws	40
13.9	GST	40

Schedule 1 - Contract Particulars.....42

Schedule 2 - Contract Prices44

Schedule 3 - Statement of Requirement.....49

Annexure A to Schedule 3.....71

Annexure B to Schedule 3.....73

Annexure C to Schedule 3.....74

Annexure D to Schedule 3.....75

Schedule 4 - Contractor Supplies.....76

Schedule 5 - Industrial Relations and Employment Conditions.....78

Schedule 6 - Business Plan84

THIS CONTRACT is made on the
2003

day of

BETWEEN **COMMONWEALTH OF AUSTRALIA**, acting through and represented by the **Joint House Department ("JHD")**, having an address for service as specified in the Contract Particulars;

AND **LIMRO PTY LIMITED ABN 93 002 477 189 ("Contractor")**, an Australian company having an address for service as specified in the Contract Particulars;

AND **BOB TRPESKI ("Guarantor")**, having an address for service as specified in the Contract Particulars.

RECITALS

A. JHD:

- (a) is a Commonwealth Parliamentary Department that provides a range of services and facilities for Members of Parliament and their staff, parliamentary employees and users of the buildings and grounds of Parliament House and the Parliamentary Precincts; and
- (b) to enable it to provide some of those services, requires the provision of the Cleaning Services described in the Statement of Requirement.

B. The Contractor has represented to JHD that it:

- (a) has considerable experience and expertise in providing cleaning services; and
- (b) is able to deliver efficient and cost effective services which will allow JHD to achieve its objectives.

C. Following its consideration of, and reliance upon, the Contractor's representations, JHD has, at the request of the Guarantor, agreed to appoint the Contractor to provide the Cleaning Services in accordance with the terms and conditions of this Contract.

TERMS AND CONDITIONS

1. Glossary of terms and interpretation

1.1 General

Unless the context otherwise indicates, the terms defined in this Part 1, or elsewhere in this Contract, shall, for the purposes of this Contract,

have the meanings specified.

"Bank" means a bank authorised under the *Banking Act 1959* (Cth) to carry on business as a bank in Australia.

"Bank Guarantee" means an unconditional undertaking:

- (a) in a form; and
- (b) given by a Bank;

approved by JHD, in its absolute discretion.

"Business Day" means a day on which the Commonwealth Bank of Australia is open for business in the Australian Capital Territory.

"Business Plan" means the Contractor's plan, as amended from time to time, for the delivery of the Cleaning Services under this Contract. As at the date of this Contract, the Business Plan comprises Schedule 6 - Business Plan.

"Cleaning Services" means the services to be provided by the Contractor under this Contract being the services described in the Statement of Requirement.

"Commencement Date" means the date of commencement of the Term, being the date specified in the Contract Particulars.

"Commonwealth" means the Commonwealth of Australia and includes JHD.

"Commonwealth Confidential Information" means information of the Commonwealth that:

- (a) is, by its nature, confidential;
- (b) is designated by JHD as confidential;
- (c) is marked "Secret", "Classified", "Confidential", "Commercial-in-Confidence" or with any other description which would indicate that it is confidential; or
- (d) the Contractor knows, or ought to know, is confidential;

but does not include information, to the extent that:

- (e) by law is required to be disclosed; or
- (f) is, or becomes, public knowledge other than by:

- (i) a breach of any undertaking by the Contractor; or
- (ii) any other unlawful means.

"Consideration" has the meaning given to that term by the GST law.

"Contract" means the contractual relationship between the parties evidenced by this document including the Schedules and any annexures and attachments.

"Contract Material" means all Material provided to the Contractor by JHD or brought, or required to be brought, into existence by the Contractor as part of, or for the purpose of, performing the Cleaning Services but does not include the Contractor's Material.

"Contract Particulars" means the particulars set out in Schedule 1 - Contract Particulars.

"Contract Prices" means the agreed prices for the Cleaning Services as specified in, or ascertained under, Schedule 2 - Contract Prices.

"Contractor Supplies" means the supplies that must be provided by the Contractor under this Contract, being all supplies other than the JHD Supplied Facilities, necessary for the performance of the Cleaning Services and includes the plant, equipment, machinery, tools, implements, chemicals and other materials specified in the Business Plan.

"Contractor's Material" means any Material, the Intellectual Property rights in which, are vested in the Contractor.

"Contractor's Representative" means the person specified in the Contract Particulars or such other person as nominated, from time to time, by the Contractor and approved by JHD.

"Copyright Works" means all copyright works to be created by or on behalf of the Contractor and assigned or licensed to JHD under, or used in connection with, this Contract and includes the copyright works (if any) specified in the Contract Particulars.

"CPI" means the index figure published quarterly by the Australian Bureau of Statistics and known as the Consumer Price Index for Canberra (All Groups) or any similar index which replaces it.

"CPI Increase" means the increase in the CPI, during any year, expressed as a percentage.

"Expiry Date" means, severally, 30 June 2008 and the expiry date of each Extension.

"Extension" means any extension of the Term under clause 2.3.

"General Conditions" means the terms and conditions of this Contract other than the Scheduled Conditions.

"GST" has the meaning given to that term by the GST law.

"GST law" has the meaning given to that term by the *A New Tax System (Goods and Services Tax) Act 1999*.

"Independent Expert" means the independent expert specified in the Contract Particulars.

"Intellectual Property" includes copyright, all rights (including neighbouring and Moral Rights) in relation to inventions (including patent rights), registered and unregistered trademarks (including service marks), registered and unregistered designs, circuit layouts, trade secrets and know-how and all other rights resulting from intellectual activity in the industrial, scientific, literary and artistic fields recognised in domestic law anywhere in the world.

"JHD" means the Joint House Department, a Commonwealth parliamentary department, having authority to represent, and act on behalf of, the Commonwealth in relation to this Contract.

"JHD Fraud Control Plan" means the Fraud Control Plan developed by JHD (as amended, from time to time) an electronic copy of which is available at the website specified in the Contract Particulars.

"JHD Supplied Facilities" means the facilities to be supplied by JHD under clause 4.5.

"Key People" means the people specified in the Contract Particulars.

"Material" includes documents, equipment, reports, technical information, plans, charts, drawings, calculations, tables, schedules and data (stored by any means).

"Maximum Extension Period" means the period:

- (a) commencing on 1 July 2008; and
- (b) expiring 10 years, less any reductions under sub-paragraph (c)(ii) of clause 2.4, after that date.

"Moral Rights" has the meaning given to that term by the *Copyright Act 1968*.

"Other Contractor" means a contractor or service provider appointed by

JHD to provide services or carry out any work in conjunction with the provision of the Cleaning Services by the Contractor but does not include the Contractor.

"Parliament House Site Book" means the publication produced by JHD (as amended, from time to time) setting out the requirements of JHD for persons having access to Parliament House or the Parliamentary Precincts including those relating to:

- (a) conditions of access;
- (b) working procedures;
- (c) conduct;
- (d) emergency evacuation procedures; and
- (e) incident notification and reporting,

an electronic copy of which is available at the website specified in the Contract Particulars.

"Parliamentary Precincts" means the Parliamentary precincts as defined in section 4 of the *Parliamentary Precincts Act 1988*.

"Performance Standards" means the performance standards for the Cleaning Services as specified in the Business Plan.

"Performance Standards Benchmark" means the benchmark specified in the Business Plan which, if achieved by the Contractor, will justify the granting by JHD of an Extension under sub-paragraph (c)(i) of clause 2.4.

"Personal Information" has the meaning given to that term by the *Privacy Act 1988*.

"Project Officer " means the person nominated, from time to time, by JHD to be its representative for the purposes of this Contract. As at the date of this Contract, the Project Officer is the person specified in the Contract Particulars.

"Scheduled Conditions" means the terms and conditions included in the Schedules.

"Security" means a Bank Guarantee or cash deposit in the Specified Amount.

"Security Procedures" means all laws, regulations, policies and other procedures of the Commonwealth relating to security, confidentiality,

privacy, conflict of interest, access to Commonwealth premises and information and protection of Commonwealth property and includes the requirements set out in the Parliament House Site Book and the *Commonwealth Protective Security Manual 2000* as amended, from time to time.

"**Site**" means the site described in the Contract Particulars.

"**Specified Amount**" means amount specified in the Contract Particulars.

"**Statement of Requirement**" means the document comprising Schedule 3 - Statement of Requirement which sets out the requirements of JHD in relation to the Cleaning Services as at the date of this Contract.

"**Subcontractor**" means any subcontractor engaged by the Contractor to carry out any part of the Cleaning Services.

"**Taxable Supply**" has the same meaning given to that term by the GST law.

"**Tax Invoice**" has the same meaning given to that term by the GST law.

"**Term**" means the term of engagement of the Contractor under this Contract as ascertained under Part 2.

"**Variable Prices**" means the Contract Prices specified in the tables in paragraphs 2 and 3 of Schedule 2 - Contract Prices.

1.2 Interpretation

In this Contract:

- (a) headings are for convenience only and do not affect interpretation;

and, unless the context indicates a contrary intention:

- (b) words denoting the singular number include the plural and vice versa;
- (c) a reference to "person" includes individuals, firms, companies, associations (incorporated or not incorporated), corporations, governments, government and statutory bodies and other entities;
- (d) references to Parts, clauses or Schedules are references to Parts, clauses or Schedules of this Contract;
- (e) a reference to a Part means a group of clauses all commencing

with the same whole number;

- (f) references to this Contract and any deed, agreement or instrument are deemed to include references to this Contract or such other deed, agreement or instrument as amended, novated, supplemented, varied or replaced from time to time;
- (g) references to any party to this Contract include its successors or permitted assigns;
- (h) words denoting any gender include all genders;
- (i) reference to any legislation or to any section or provision of any legislation includes any statutory modification or re-enactment of, or any statutory provision substituted for, that legislation, section or provision, and ordinances, by-laws, regulations and other statutory instruments issued under that legislation, section or provision;
- (j) a reference to "\$" is to Australian currency;
- (k) the words "including" and "includes", and other cognate expressions, indicate what is included without limiting what may be included;
- (l) no rule of construction applies to the disadvantage of a party on the basis that the party puts forward this Contract or any part of it;
- (m) whenever a party is required to indemnify the other, any indemnity will extend to the officers, employees and agents of the party to be indemnified;
- (n) an obligation of a party to do any act or thing may be satisfied by that party procuring another person to do that act or thing; and
- (o) an obligation of a party not to do any act or thing shall be construed to include an obligation of that party:
 - (i) not to permit that act or thing to be done; and
 - (ii) to use its best endeavours to prevent that act or thing being done by another person.

1.3 Order of precedence

If there is any inconsistency between the General Conditions and the

Scheduled Conditions, the General Conditions will prevail.

2. Appointment and Term

2.1 Appointment

JHD appoints the Contractor, and the Contractor accepts that appointment:

- (a) with effect from the Commencement Date and irrespective of when this Contract was entered into;
- (b) to provide the Cleaning Services during the Term, upon the terms and conditions of this Contract.

2.2 Term

The Term will commence on the Commencement Date and, subject to:

- (a) earlier termination under Part 10; or
- (b) extension by JHD under clause 2.3;

continue for the period specified in the Contract Particulars.

2.3 Extension of the Term

JHD may, subject to clause 2.4, extend the Term:

- (a) for an initial Extension of 3 years, commencing on the day after the first Expiry Date; and
- (b) thereafter, for one or more Extensions:
 - (i) each of not less than one year; and
 - (ii) commencing, respectively, on the day after the Expiry Date of the previous Extension.

2.4 Provisions relating to Extensions

The parties agree that:

- (a) JHD will give to the Contractor, notice of its intention to grant any Extension, not less than 30 days prior to the relevant Expiry Date;
- (b) no Extension will be permitted to expire beyond the Maximum Extension Period; and
- (c) it is their intention that the granting of Extensions will depend

on performance outcomes of the Contractor so that:

- (i) subject to paragraph (b) of this clause 2.4, an Extension of one year will be granted for each year that, in the reasonable opinion of JHD, the Contractor has achieved the Performance Standards Benchmark;
- (ii) the Maximum Extension Period will be reduced by one year for each year that, in the reasonable opinion of JHD, the Contractor has not achieved the Performance Standards Benchmark; and
- (iii) neither an Extension of one year nor a reduction of one year to the Maximum Extension Period will be applied if, in the reasonable opinion of JHD, the performance of the Contractor against the Performance Standards Benchmark justifies that the Term shall not be changed.

3. Role of the Contractor

3.1 Cleaning Services

The Contractor must:

- (a) ensure that the Cleaning Services are fit for their intended purpose; and
- (b) carry out and perform the Cleaning Services in a timely manner and in accordance with:
 - (i) the terms and conditions of this Contract; and
 - (ii) the reasonable requirements of JHD.

3.2 Standard of care

The Contractor must:

- (a) exercise the standard of skill, care and diligence in the performance of the Cleaning Services that would be expected of an expert professional provider of similar services;
- (b) ensure that only qualified, experienced and competent personnel are engaged to perform the Cleaning Services;

- (c) exercise the utmost good faith in the best interests of JHD; and
- (d) keep JHD fully and regularly informed about all matters affecting or relating to the Cleaning Services.

3.3 Authority to act

The Contractor is authorised by JHD to act on behalf of JHD only in relation to the matters set out or implied in this Contract.

Other than as expressly authorised, the Contractor has no authority to, and must not:

- (a) enter into any contracts, commitments or other legal documents or arrangements in the name, or on behalf, of JHD; nor
- (b) take any act or step to bind or commit JHD in any manner, whether as a disclosed agent of JHD or otherwise.

The Contractor is an independent contractor and is not, and must not purport to be, a partner, joint venturer or employee of JHD.

3.4 Knowledge of JHD's requirements

The Contractor must inform itself of JHD's requirements and (without limitation) refer to the Statement of Requirement and the Security Procedures and consult with JHD throughout the Term in relation to those requirements.

3.5 Business Plan

The Contractor warrants that its Business Plan, as amended from time to time, will, throughout the Term, be adequate to satisfy:

- (a) the Statement of Requirement;
- (b) any other reasonable requirements of JHD in relation to the Cleaning Services; and
- (c) the Contractor's obligations under this Contract.

3.6 Review and revision of Business Plan

The Contractor must:

- (a) at the request of JHD, submit the Business Plan to JHD for its review and evaluation; and
- (b) whether at the request of JHD or otherwise, make any amendments to the Business Plan which may be required for the Contractor to meet its obligations under this Contract.

Although JHD may review and approve the Business Plan, JHD is relying on the skill and expertise of the Contractor and no review, approval or recommendation in relation to the Business Plan will relieve the Contractor of, or alter or affect its responsibility for, the performance of the Cleaning Services.

3.7 Notice of matters impacting on Cleaning Services

If the Contractor becomes aware of any matter which:

- (a) is likely to change, or which has changed, the scope or timing of the Cleaning Services;
- (b) affects, or may affect, the Business Plan;
- (c) involves any error, omission or defect in any continuing or completed work or any other matter in relation to the Cleaning Services;

the Contractor must promptly give written notice of that matter to JHD containing, as far as practicable in the circumstances:

- (d) particulars of the change, error, omission or defect;
- (e) its likely impact; and
- (f) the Contractor's recommendation as to how to minimise its impact upon the scope or timing of the Cleaning Services.

3.8 Progress reports

The Contractor must submit a written report to JHD:

- (a) at regular intervals as reasonably required by JHD; and
- (b) in a form, and covering such matters in respect of the performance of the Cleaning Services, as may be reasonably required by JHD.

The Contractor must promptly and fully respond to any questions which JHD asks in relation to any report.

3.9 Co-ordination of Other Contractors

The Contractor must, during the Term:

- (a) fully co-operate with each Other Contractor;
- (b) carefully co-ordinate and integrate the Cleaning Services with the work and services to be performed or provided by each Other Contractor;
- (c) perform the Cleaning Services so as to avoid interfering with, disrupting or delaying the work and services performed or provided by each Other Contractor; and
- (d) without limitation, provide whatever advice, support and co-operation is reasonably necessary to facilitate the due performance by each Other Contractor.

3.10 Statutory requirements

The Contractor must:

- (a) ensure that the Cleaning Services comply with:
 - (i) the requirements of all applicable laws, ordinances, rules, codes, regulations, requirements and orders of any legislation or local authority; and
 - (ii) best practice and all relevant standards of Standards Australia; and
- (b) obtain all relevant permits, consents, approvals and certificates required for the Cleaning Services and give the original or certified copies of all relevant documents to JHD.

3.11 Specific JHD requirements

The Contractor warrants that it and its employees, agents and Subcontractors are, or before performing any work under this Contract will be, aware of the provisions and requirements of:

- (a) the *Equal Opportunity for Women in the Workplace Act 1999*;
- (b) the *Sex Discrimination Act 1984*;
- (c) the *Racial Discrimination Act 1975*;

- (d) the *Disability Discrimination Act 1992*;
- (e) the *Occupational Health and Safety (Commonwealth Employment) Act 1991*; and
- (f) the *Crimes Act 1914* (and in particular section 79),

and the Contractor must:

- (g) comply with its obligations under that legislation;
- (h) ensure that its employees, agents and Subcontractors comply with their obligations under that legislation; and
- (i) not do, or omit to do, anything which would cause JHD to be in breach of its obligations under that legislation.

The Contractor acknowledges receipt of a copy of:

- (j) the Parliament House Site Book; and
- (k) the JHD Fraud Control Plan,

and warrants that it will comply with the requirements of those documents.

3.12 Conflict of interest

The Contractor:

- (a) warrants that, at the date of execution of this Contract, no conflict of interest exists or is likely to arise in the performance of its obligations under this Contract; and
- (b) if, during the Term, any such conflict or risk of conflict of interest arises, must:
 - (i) notify JHD immediately in writing of that conflict or risk; and
 - (ii) do whatever is reasonably necessary to deal with that conflict or risk in a manner that will ensure that no loss or damage is suffered by JHD.

Without limiting the obligation of the Contractor under this clause 3.12, the Contractor must:

- (c) not enter into negotiations, with any person, in relation to a material issue directly opposed to, or which could have a

material effect on, JHD's interests or operations;

- (d) not enter into operations or arrangements opposed to the Commonwealth's interests; and
- (e) implement the highest level of compliance with laws, authorities, rulings and policies, including rules of ethics and professional codes of conduct, relevant to the performance of the Cleaning Services.

3.13 Quality assurance

The Contractor must:

- (a) plan, develop and implement a quality assurance system satisfactory to JHD in respect of the Cleaning Services; and
- (b) if requested by JHD, provide details of the quality assurance system which it proposes.

The Contractor will not be relieved of any responsibilities or obligations in respect of the performance of the Cleaning Services and will remain solely responsible for them notwithstanding:

- (c) the obligation of the Contractor to plan, develop and implement a quality assurance system; or
- (d) any review or approval of any part of the quality assurance system by JHD.

3.14 Management of risk

The Contractor warrants that it has:

- (a) examined carefully, and acquired actual knowledge of, this Contract, particularly, the Statement of Requirement, and any other information made available, to the Contractor, by JHD or any person on its behalf, in relation to this Contract;
- (b) examined all information relevant to the risks, contingencies and other circumstances which could affect service delivery and which the Contractor could have obtained by making detailed enquiries;
- (c) in carrying out services for JHD under previous arrangements, conducted regular visits and examinations of the Site and its surroundings; and
- (d) fully informed itself as to:

- (i) the nature of the work and materials necessary for the delivery of the Cleaning Services;
- (ii) the physical conditions or obstructions at the Site, or any other condition or characteristic of the Site affecting, or which may affect, its performance under this Contract;
- (iii) the means of access to facilities at the Site and transport facilities for deliveries to, or from, the Site;
- (iv) the availability and cost of labour, including the costs of complying with obligations imposed by any agreement between the relevant building industry unions and employers relating to the performance of the Cleaning Services; and
- (v) environmental requirements in relation to the performance of the Cleaning Services, including the measures necessary to protect the environment from any adverse effect or damage arising from that performance.

3.15 Access to the Contractor's premises

Without limiting the obligations of the Contractor under clause 7.6, the Contractor must, at all reasonable times:

- (a) give to JHD, or to any persons authorised in writing by JHD, including the Australian National Audit Office or any other auditor nominated by JHD, access to premises, occupied by the Contractor or any Subcontractor, where:
 - (i) the Cleaning Services are being undertaken; or
 - (ii) any records or information relating to the Cleaning Services are being held; and
- (b) permit JHD and those persons to:
 - (i) observe the performance of the Cleaning Services; and
 - (ii) inspect all Contract Material and all other accounts, records, documents and procedures relating to the Cleaning Services.

3.16 Security

The Contractor must when:

- (a) having access to the Commonwealth's premises, facilities or information; or
- (b) otherwise performing work under this Contract;

comply with all Security Procedures including:

- (c) obtaining security clearances and confidentiality undertakings from all Key People, Subcontractors and each other employee or agent of the Contractor who is likely to have access to the Commonwealth's premises, facilities or information;
- (d) ensuring that all its employees and Subcontractors comply with access procedures for the Parliamentary Precincts;
- (e) participating in, and providing full co-operation in relation to, reviews of the Security Procedures;
- (f) promptly reporting to the Project Officer, any breach of the Security Procedures;
- (g) taking all measures reasonably necessary to protect Commonwealth Confidential Information;
- (h) providing reasonable assistance to, and co-operation with, JHD, the Australian Federal Police, the Privacy Commissioner and other authorities nominated by JHD in relation to the investigation of any breach of Security Procedures; and
- (i) taking all other steps reasonably required to remedy any breach of Security Procedures.

From time to time, the JHD employee responsible for the administration of security may issue security regulations and directions prescribing the processes and procedures that the Contractor must comply with under this clause 3.16.

3.17 Industrial Relations and Employment Conditions

The Contractor must comply with the terms and conditions specified in Schedule 5 - Industrial Relations and Employment Conditions.

3.18 Not used

3.19 Contractor's Responsibilities with JHD Supplied Facilities

The Contractor must:

- (a) ensure that appropriate management or senior supervisory staff are available on-call 24 hours a day, 7 days a week;
- (b) conduct quarterly stocktakes of all JHD Supplied Facilities and advise the Project Officer of any deficiencies;
- (c) at the request of the Project Officer, permit a JHD supervisory officer to be present during any quarterly stocktake;
- (d) at its own expense, clean, maintain and repair the JHD Supplied Facilities;
- (e) not make any alterations or additions to the JHD Supplied Facilities without the consent of JHD;
- (f) not use the JHD Supplied Facilities for any purposes other than the performance of the Cleaning Services; and
- (g) at the expiry of the Term, return the JHD Supplied Facilities, to JHD, in good repair.

4. Role of JHD

4.1 Information

To assist the Contractor to manage its resources in relation to this Contract, JHD must, as soon as practicable and from time to time, make available to the Contractor, all information, documents and particulars, relating to JHD's requirements for the provision of the Cleaning Services including:

- (a) projected Parliamentary Sitting, Non-Sitting and recess periods;
- (b) advance notice of use of particular facilities such as the Great Hall, the Mural Hall, dining rooms and any other areas that may have additional cleaning requirements; and
- (c) general usage patterns for Parliament House.

4.2 Additional Information

If:

- (a) the Contractor, in its reasonable opinion, considers that any information, including documents or particulars, is required to

enable it to perform the Cleaning Services; and

(b) that information is not provided by JHD;

then:

(c) the Contractor must give notice in writing to JHD of the details of the information and the reason why it is required; and

(d) JHD must, if, acting reasonably, it agrees that the information is required by the Contractor, use its best endeavours to arrange the provision of the required information.

4.3 Access to the Contractor

Subject to the requirements of the Contractor under clause 3.16, JHD must:

(a) as soon as practicable, provide the Contractor with access to the Site and any other Commonwealth premises where the Cleaning Services are to be carried out; and

(b) so far as it is able, arrange access to any other property which may be necessary for the Contractor to perform the Cleaning Services.

4.4 Access by JHD

When exercising any right of access to the premises of the Contractor or its Subcontractors, JHD agrees to:

(a) give reasonable prior notice;

(b) enter at reasonable times; and

(c) comply with the reasonable security procedures of the Contractor or its Subcontractors.

4.5 JHD Supplied Facilities

JHD shall provide to the Contractor during the Term, solely for the performance of the Cleaning Services, the following JHD Supplied Facilities:

(a) accommodation for the on-site manager with suitable equipment, furniture and telephone access;

(b) secure and safe storage for all linen and consumable supplies;

- (c) an amenities and tea room for the Contractor's staff;
- (d) access equipment for cleaning above 2.5 metres within the Site (with the Contractor being obliged to supply step ladders for cleaning below that height);
- (e) cleaners rooms at designated locations throughout the Site;
- (f) appropriate radio communication equipment for use by the Contractor's managers and supervisors; and
- (g) a telephone at the Site for the purpose of receiving incoming calls and making free of charge outgoing calls in connection with the Cleaning Services.

4.6 Making of decisions

If:

- (a) the Contractor requests JHD to give any approval or make any decision in relation to the Cleaning Services; and
- (b) all information required to enable that approval or decision to be given or made is provided to JHD or is otherwise available;

JHD must, in such reasonable time as not to delay or disrupt the performance by the Contractor of the Cleaning Services, give a decision on the required course of action.

5. Intellectual Property and confidentiality

5.1 Contract Material

Subject to any agreement to the contrary, the title to, and Intellectual Property rights in, or in relation to, all Contract Material, will, upon its creation, vest in the Commonwealth.

5.2 Contractor's obligations in relation to Contract Material

The Contractor must:

- (a) if requested by JHD to do so, bring into existence, sign, execute or otherwise deal with any document which may be necessary to enable the vesting in the Commonwealth of all title to, and rights in, the Contract Material;
- (b) ensure that the Contract Material is used, copied, supplied or reproduced only for the purposes of this Contract or as

otherwise approved by JHD; and

- (c) on the expiration or earlier termination of this Contract:
 - (i) promptly deliver all Contract Material to JHD; and
 - (ii) execute whatever documents may be necessary to more effectually transfer to the Commonwealth, any Intellectual Property in the Contract Material.

5.3 Third party copyright in Contract Material

JHD will inform the Contractor of:

- (a) any Contract Material provided by it to the Contractor in which third parties hold the copyright; and
- (b) any conditions attaching to the use of that material because of that copyright.

The Contractor must use that material only in accordance with those conditions.

5.4 Indemnity

Without affecting any other indemnity under this Contract, the Contractor must indemnify JHD against:

- (a) all claims which may be brought or made against JHD by any person in respect of:
 - (i) any infringement of Intellectual Property rights by the Contractor, its Subcontractors or any of their officers, employees, servants or agents in the course of, or incidental to, performing the Cleaning Services;
 - (ii) the use by JHD of the Contract Material in breach of the conditions referred to in paragraph (b) of clause 5.3; or
 - (iii) any infringement by JHD of Intellectual Property rights in the exercise of its licence under clause 5.5;
- (b) all loss or damage that may be incurred in connection with those claims.

5.5 Licence of Contractor's Material

The Contractor grants to JHD, a perpetual, irrevocable, royalty-free,

non-exclusive licence (including a right of sublicense) to use, reproduce, adapt and exploit the Contractor's Material for any purpose relating to the provision of the Cleaning Services.

5.6 Moral Rights

The Contractor:

- (a) warrants that, except as otherwise directed by JHD, it will obtain or procure from the authors of all Copyright Works, enforceable, irrevocable and unconditional written consents (severally "**Consent**"), which are expressed for the benefit of JHD and any subsequent owner or licensee of the Copyright Works, to do, or omit to do, anything which, but for the Consents, may infringe Moral Rights; and
- (b) without affecting any other indemnity under this Contract, must indemnify JHD against all claims, loss or damage that JHD may incur as a result of a breach of the warranty given by the Contractor under paragraph (a) of this clause 5.6.

5.7 Confidentiality

The Contractor must:

- (a) not, without the written consent of JHD:
 - (i) disclose or make public any Commonwealth Confidential Information; or
 - (ii) make any public announcement regarding this Contract or the provision of the Cleaning Services;
- (b) at the request of JHD, procure its employees, agents and Subcontractors to enter into a deed, in a form reasonably required by JHD, to prevent unauthorised disclosure of Commonwealth Confidential Information.

5.8 Contractor's confidentiality

If the Contractor believes that the disclosure of any information, provided to JHD in relation to this Contract, might affect the Contractor's personal privacy or business affairs:

- (a) the Contractor may, at the time of providing that information, give notice to JHD:
 - (i) that it requests the information to be treated as

confidential; and

- (ii) specifying the legal justification for treating that information as confidential;
- (b) subject to this clause 5.8, and so far as its obligations under the law and policy permit, JHD will give effect to the Contractor's request.

The Contractor acknowledges and consents to JHD disclosing any information provided by the Contractor, whether confidential or not, if:

- (c) that disclosure is required under legislation or by law;
- (d) that disclosure is required to meet JHD's reporting or accountability requirements, including:
 - (i) under the *Financial Management and Accountability Act 1997*;
 - (ii) to the Australian National Audit Office or any other auditor nominated by JHD;
 - (iii) in accordance with provisions that require reporting of agency agreements, Commonwealth contracts and standing offers in the *Commonwealth Purchasing and Disposals Gazette*;
 - (iv) to the Commonwealth Parliament (including its Presiding Officers and parliamentary committees);
 - (v) in accordance with the *Requirements for Departmental Annual Reports*;
 - (vi) to the Commonwealth Ombudsman;
 - (vii) in accordance with its obligations under the *Freedom of Information Act 1982* (if any);
 - (viii) to the Equal Opportunity for Women in the Workplace Agency in accordance with the *Equal Opportunity for Women in the Workplace Act 1999*;
- (e) the information is, or becomes public knowledge, other than by breach of confidentiality or other unlawful means;
- (f) the disclosure is to JHD's Contractors, advisers or agents and, if the information is confidential, those persons are also under an

obligation to keep it confidential; or

- (g) the disclosure:
 - (i) has been consented to by the Contractor; or
 - (ii) is reasonably necessary to enable JHD to exercise its rights or perform its obligations under this Contract.

5.9 Privacy

Without affecting any other obligation of the Contractor under this Contract or the *Privacy Act 1988*, the Contractor must:

- (a) use any Personal Information held or controlled by it in connection with this Contract only for the purposes for which it was collected;
- (b) take all reasonable measures to ensure the Personal Information in its possession or control in connection with this Contract is protected against loss and unauthorised access, use, modification or disclosure;
- (c) comply with the Information Privacy Principles contained in the *Privacy Act 1988* to the extent that the content of those principles apply to the types of activities the Contractor is undertaking under this Contract, as if the Contractor were an agency as defined in the *Privacy Act 1988*;
- (d) cooperate with any reasonable demands or inquiries made by JHD on the basis of the exercise of the functions of the Privacy Commissioner under the *Privacy Act 1988* including a request from JHD to comply with a guideline concerning the handling of Personal Information;
- (e) ensure that each person who has an access level which would enable that person to obtain access to any Personal Information is made aware of, and undertakes in writing, to observe the Information Privacy Principles and other obligations referred to in this clause 5.9;
- (f) comply, as far as practicable, with any policy guidelines laid down by the Commonwealth, or issued by the Privacy Commissioner, from time to time, relating to the handling of Personal Information; and

- (g) comply with any direction of JHD to observe any recommendation of the Privacy Commissioner relating to any acts or practices of the Contractor that the Privacy Commissioner considers breaches the obligations under this clause 5.9.

This clause 5.9 survives the expiration or termination of this Contract.

6. Representatives, personnel and subcontractors

6.1 Contractor's Representative

The Contractor:

- (a) has nominated the Contractor's Representative as the person to act as its representative in relation to this Contract;
- (b) may, with the written consent of JHD, nominate another person to act as the Contractor's Representative; and
- (c) confirms that the Contractor's Representative:
 - (i) is authorised to act for and on behalf of; and
 - (ii) has the power and authority to bind;the Contractor for all purposes in connection with this Contract.

6.2 JHD's representative

JHD:

- (a) has appointed the Project Officer as the person to act as its representative in relation to this Contract;
- (b) may, from time to time, nominate another person to act as the Project Officer; and
- (c) confirms that the Project Officer is authorised to:
 - (i) act for and on behalf of JHD for all purposes in connection with this Contract;
 - (ii) give directions or consents under this Contract, as the agent for JHD; and
 - (iii) delegate to any other person, any of his or her functions under this Contract.

6.3 Key People and manager

The Contractor must:

- (a) ensure that the Key People:
 - (i) are qualified, experienced and competent;
 - (ii) conduct themselves in a courteous manner to the public, staff and occupiers of Parliament House; and
 - (iii) perform all work (other than minor ancillary work) in relation to the Cleaning Services;
- (b) subject to paragraph (c), not replace the Key People without JHD's written approval;
- (c) if any of the Key People die, become seriously ill or resign from the employment of the Contractor, replace them with persons of at least equivalent qualifications, experience and competence and approved by JHD;
- (d) ensure that sufficient staff are employed to allow for the relief of employees on sick leave, recreation leave and long service leave;
- (e) appoint:
 - (i) a responsible on-site manager; and
 - (ii) other supervisory staff as may be reasonably necessary to enable the efficient provision of the Cleaning Services;in each case, being persons approved by JHD; and
- (e) ensure that the on-site manager and supervisory staff superintend and control:
 - (i) the Contractor's staff; and
 - (ii) the provision of the Cleaning Services.

6.4 Removal of persons

JHD may, in its absolute discretion, give notice to the Contractor requiring it to remove any person, including a Subcontractor, from work in respect of the Cleaning Services.

The Contractor must, upon receipt of a notice under this clause 6.4,

promptly arrange for the removal of that person from work in respect of the Cleaning Services and replace him or her with a person acceptable to JHD.

6.5 Subcontractors

The Contractor must not subcontract any part of the Cleaning Services without the prior written consent of JHD.

6.6 Provision of subcontracts

Except as otherwise agreed by JHD, the Contractor must ensure that any subcontract relating to a part of the Cleaning Services:

- (a) includes provisions substantially in accordance with the clauses of this Contract; and
- (b) reserves such rights to JHD as are secured to JHD under this Contract.

6.7 Subcontracting not to relieve Contractor

Any approval to subcontract any part of the Cleaning Services given by JHD will not relieve the Contractor from any of its liabilities or obligations under this Contract.

Notwithstanding any approval to subcontract, the Contractor will be liable to JHD for the acts, defaults and neglects of any Subcontractor or any officer, employee, servant or agent of the Subcontractor as fully as if they were the acts, defaults or neglects of the Contractor.

6.8 Employee requirements

The Contractor must comply with the requirements relating to employees as specified in Schedule 5 - Industrial Relations and Employment Conditions.

7. Payment

7.1 Payment of Contract Prices

In consideration of the satisfactory performance of Cleaning Services, JHD will pay to the Contractor, the Contract Prices specified in, or ascertainable in accordance with, Schedule 2 - Contract Prices.

7.2 Invoices

The Contractor must submit to JHD, at the times and in the manner specified in Schedule 2 - Contract Prices (or if not specified, as directed by JHD), an invoice for the payment of all amounts due under this Contract.

Each invoice must:

- (a) if requested by JHD, be submitted in electronic form;
- (b) specify the amount due;
- (c) comply with any requirements specified in Schedule 2 - Contract Prices;
- (d) where the Contractor is required to effect payment to any other person, include full details of the amount due and evidence to support the liability of JHD to make the payment; and
- (e) be in the format and contain such other details and information as JHD may reasonably require.

7.3 Payment

JHD must, within 30 days of receipt of a correct invoice, pay the Contractor the amount then due to the Contractor as approved by JHD.

If JHD does not approve any part of a payment claim, the Contractor may refer the matter for determination under Part 11.

7.4 Payment of amounts by Contractor

Before making a payment to the Contractor, JHD may require the Contractor to provide a statement, signed by the Contractor, certifying that:

- (a) no amounts are due and owing by the Contractor to its Subcontractors or employees in respect of the Cleaning Services; and
- (b) the Contractor has complied with any specific obligation under this Contract.

If the Contractor fails to provide the statement, JHD may withhold payment of money due to the Contractor until the statement is received.

7.5 Set off

JHD may set off against the payment of any money due to the Contractor, any money payable by the Contractor to JHD, whether under this Contract or otherwise.

7.6 Books of account

The Contractor must, for the purposes of this Contract;

- (a) institute and maintain all proper books of account and operating and financial records (collectively "**records**") necessary to afford a full, complete and correct record and explanation of all transactions relating to the Cleaning Services;
- (b) permit JHD and any persons authorised by it, including the Australian National Audit Office, to inspect and take copies of the records; and
- (c) if reasonably requested by JHD, have the records audited.

7.7 Contract Prices all inclusive

Unless otherwise agreed by JHD, the Contract Prices include the cost of providing all work, materials, parts, plant and equipment necessary for the Contractor to perform the Cleaning Services in accordance with this Contract.

8. Guarantee and Indemnity

8.1 Guarantee of obligations

JHD has entered into this Contract at the request of the Guarantor and on condition that the Guarantor will guarantee to JHD, the due performance and observance of the terms, covenants, conditions and warranties of this Contract to be observed and performed by the Contractor.

8.2 Contractor's Obligations

By executing this Contract, the Guarantor guarantees to JHD the due performance and observance of all the obligations ("**Obligations**") undertaken by the Contractor under this Contract, including the payment to JHD of all money due or which may become due from the Contractor:

- (a) under this Contract; or
- (b) arising out of any breach by the Contractor of the terms, covenants, conditions and warranties contained in this Contract.

8.3 Default

The Guarantor will be responsible to JHD in respect of the Obligations in the same manner as if the Guarantor were the Contractor under this Contract.

8.4 Indemnity

The Guarantor must indemnify, and keep indemnified, JHD against any loss, damage, cost, charge or expense or other liability incurred by JHD in connection with any breach or default by the Contractor of any of the Obligations.

8.5 Continuing obligation

The obligations of the Guarantor pursuant to the guarantee and indemnity given under this Part 8 continue even if:

- (a) JHD:
 - (i) grants any time or indulgence to the Contractor or any Guarantor; or
 - (ii) neglects or forbears in enforcing the payment of any money due or the observance or performance of the Contractor's covenants;
- (b) the terms and conditions of this Contract are varied and either:
 - (i) the variation is not prejudicial to the Guarantor; or
 - (ii) the Guarantor consents to the variation;
- (c) this Contract is terminated;
- (d) the Contractor or any Guarantor dies, is made bankrupt, is wound up, or lacks legal capacity;
- (e) this Contract, or the Contractor's liability under this Contract, is invalid, illegal or unenforceable for whatever reason; or
- (f) the Guarantor would have been released by any other event.

9. Security to be provided by Contractor

9.1 Security

The Contractor must, on or before the date of execution of this Contract,

provide the Security to JHD.

9.2 Recourse

Recourse to the Security will be available to JHD upon any breach by the Contractor of its obligations under this Contract but that recourse will not affect any other right or remedy of JHD.

9.3 Top up

On every occasion that JHD has recourse to the Security, the Contractor must immediately provide additional security so that, at all times until the release of the Security under clause 9.4, the Security will be maintained at the Specified Amount.

9.4 Release

JHD must release the Security upon the later of:

- (a) the expiry of the Term; or
- (b) when the Contractor has complied with the last of its obligations under this Contract.

10. Insurance and indemnity

10.1 Public liability insurance

For the whole of the Term, the Contractor, at its cost, must effect and have in place, a public liability insurance policy:

- (a) in the name of, the Contractor and any other person having an insurable interest, as nominated by JHD, for their respective interests;
- (b) for a sum not less than any minimum sum insured specified in the Contract Particulars;
- (c) covering all loss or damage from risks, as reasonably specified by JHD, arising out of any act, omission or negligence of the Contractor, its employees or Subcontractors; and
- (d) otherwise upon terms and conditions approved by JHD.

10.2 Workers' compensation insurance

The Contractor must, at its own cost, insure its liability (including its common law liability) as required under any applicable workers' compensation statute or regulation in relation to its employees engaged in

the Cleaning Services.

The common law cover required must be for the maximum amount allowed by law.

10.3 Liability unaffected

The Contractor's liability to JHD will not be limited or otherwise affected by the terms of any insurance policy required under this Part 10.

10.4 Inspection of policies by JHD

The Contractor must, at the request of JHD, make available for inspection by JHD:

- (a) the policies of insurance required under this Part 10; and
- (b) evidence of the currency or any renewal of those policies in the form of a schedule of cover.

10.5 Failure to obtain insurance

Without affecting any other rights of JHD, whether unless this Contract (including under clause 12.4) or otherwise, if the Contractor fails to effect or maintain any insurance required under this Part 10, JHD may:

- (a) effect the insurance; and
- (b) deduct the premiums paid from any money that may be, or become, payable to the Contractor or recover that amount as a debt due from the Contractor.

10.6 Alteration of insurances

The Contractor must not alter the terms (including the risks covered or the sum insured) of any insurance policy required to be maintained by it under this Part 10 without the prior written consent of JHD.

10.7 Indemnity

Without affecting any other indemnity or rights of JHD under this Contract, the Contractor must indemnify JHD against all claims, loss, damage or liability to any person in respect of death, bodily injury or property damage, to the extent that it arises out of:

- (a) any act, omission or negligence of the Contractor, its employees or Subcontractors; or
- (b) any breach by the Contractor, its employees or Subcontractors of

a duty of care owed to any person.

11. Avoidance of conflict

11.1 Fairness and equity

Each of the parties represents to the other that:

- (a) it will be fair and just in its dealings with the other;
- (b) whenever it is required to agree upon or negotiate with the other party, it will do so in good faith;
- (c) it will not exercise its rights capriciously, vexatiously or unreasonably; and
- (d) it has not engaged, nor will it engage, in deceptive or misleading conduct.

11.2 Consent

Whenever a party is requested by the other to give any consent under this Contract, unless there is an express indication to the contrary, that party:

- (a) must not unreasonably withhold or delay the giving of that consent; but
- (b) may impose reasonable conditions in relation to that consent.

11.3 Complaint handling procedures

Issue resolution procedures for complaints regarding the Cleaning Services from JHD, Parliamentarians or other occupiers of the Site are to be handled generally in accordance with the provisions of AS4269-1995 "Complaint Handling".

Upon receipt of a complaint, the Project Officer shall:

- (a) provide sufficient particulars to the Contractor to allow it to take appropriate remedial action; and
- (b) maintain an appropriate log or file which includes:
 - (i) details of the complaint;
 - (ii) the complainant;
 - (iii) when the complaint was made;

- (iv) the investigative and remedial action to be taken to resolve the complaint and the timing of that action;
- (v) the name of the Contractor's staff member who will take that action; and
- (vi) a record of the resolution of the complaint.

The Contractor must respond to any complaint within 2 Business Days of provision of particulars by the Project Officer under paragraph (a) of this clause 11.3.

11.4 Claims by Contractor

Without affecting any rights or obligations of the parties under this Part 11, all claims which the Contractor wishes to make or bring against JHD regarding any fact, matter or thing arising out of or in connection with this Contract must be:

- (a) in writing and specify:
 - (i) details of the claim (including the time for any extension or the amount of any money claimed) and how it has been calculated;
 - (ii) the legal basis for the claim, whether based on a term of this Contract or otherwise, and, if based on a term of this Contract, clearly identifying the specific term; and
 - (iii) the facts relied upon in support of the claim in sufficient detail to permit verification; and
- (b) except where JHD approves of any extension of time, submitted to the Project Officer:
 - (i) if a provision of this Contract provides a time limit in which to bring a claim, within that time limit; or
 - (ii) otherwise, within 14 days after the first occurrence of the events or circumstances on which the claim is based.

11.5 Dispute notice

If a dispute or difference arises between the parties in respect of any fact, matter or thing arising out of, or in connection with, this Contract, either party may give a notice ("**Dispute Notice**") in writing to the other party specifying:

- (a) the dispute or difference;
- (b) particulars of the party's reasons for being dissatisfied; and
- (c) the position which the party believes is correct.

11.6 Representatives to meet

The dispute or difference identified in the Dispute Notice is to be referred to the Project Officer and the Contractor's Representative (collectively, "**Representatives**") who must:

- (a) within 5 Business Days of service of a Dispute Notice, meet and undertake genuine and good faith negotiations with a view to resolving the dispute or difference; and
- (b) if they cannot resolve the dispute or difference, endeavour to agree upon a procedure to resolve the dispute or difference.

11.7 Reference to expert

If the Representatives cannot resolve, or agree upon a procedure to resolve, the dispute or difference within 10 Business Days after the date a Dispute Notice is given, or within such longer period of time as the Representatives may agree in writing, the dispute or difference is to be submitted to an expert appraisal in accordance with clauses 11.8 to 11.11.

11.8 Expert appraisal

The expert appraisal:

- (a) is to be conducted by the Independent Expert;
- (b) is not an arbitration so that the Independent Expert may reach a decision from his or her own knowledge and expertise; and
- (c) unless otherwise agreed between the parties, must be concluded within 20 Business Days from the acceptance by the Independent Expert of his or her appointment.

11.9 Independent Expert

The Independent Expert may:

- (a) conduct any investigation which he or she considers necessary to resolve the dispute or difference;

- (b) engage, and consult with, any legal or technical advisers;
- (c) examine documents, and, in the presence of the Representatives, interview witnesses and other persons;
- (d) without limitation, make directions for the conduct of the appraisal; and
- (e) make a determination (including any order as to the payment of costs of the determination) in the manner that he or she considers suitable;

and must:

- (f) be appointed under an agreement with the parties containing terms reasonably required by the Independent Expert, including:
 - (i) a release of any liability which the Independent Expert may otherwise incur for any act or omission, other than actual fraud, during the course of the appraisal; and
 - (ii) a term that the parties will pay the Independent Expert's costs;
- (g) before acceptance of appointment, warrant to the parties that he or she has no interest in the outcome of the appraisal or any other conflict of interest;
- (h) give an adequate opportunity to the parties to make submissions in relation to the dispute or other matter; and
- (i) not communicate with one party to the appraisal without the knowledge of the other.

11.10 Determination

The determination of the Independent Expert:

- (a) must be in writing;
- (b) will be final and binding unless a party gives notice of appeal ("**Appeal Notice**") to the other party within 5 Business Days of receipt of the determination; and
- (c) is to be given effect to by the parties unless and until it is reversed, overturned or otherwise changed under any appeal procedure.

11.11 Costs of appraisal

If the Independent Expert does not make a determination as to the payment of the costs of a determination:

- (a) the parties must equally bear the costs of the Independent Expert (including the Independent Expert's costs of engaging and consulting advisers, if any); and
- (b) each party must bear its own costs and disbursements relating to the determination.

11.12 Arbitration

If an Appeal Notice is given, the dispute or difference must be determined by arbitration before a person to be:

- (a) agreed between the parties; or
- (b) failing agreement, within 10 Business Days after the giving of an Appeal Notice, appointed by the President for the time being of the Institute of Arbitrators, Australia; and

the rules for the Conduct of Commercial Arbitration of the Institute of Arbitrators, Australia will apply for the arbitration.

11.13 Condition precedent

It is a condition precedent to a party's entitlement to bring any court proceeding (other than for urgent interlocutory relief) in respect of a dispute that the parties have first complied with the procedures set out in this Part 11.

11.14 Continued performance

The parties must, unless otherwise agreed, continue to perform their obligations under this Contract despite the existence of a dispute to which this Part 11 applies.

11.15 Part to survive termination

This Part 11 will survive the termination of this Contract.

12. Termination and variation

12.1 Notice of breach

If the Contractor commits a breach of this Contract, JHD may give

written notice to the Contractor:

- (a) specifying the breach; and
- (b) directing its rectification in the period reasonably specified in the notice.

12.2 Termination for breach

If the Contractor fails to rectify the breach within the period specified in the notice issued under clause 12.1, JHD may, without prejudice to any other right of JHD, immediately terminate this Contract.

12.3 Termination for Insolvency

Without affecting any other right which JHD may have, JHD may terminate this Contract, by notice in writing to the Contractor, if the Contractor becomes:

- (a) insolvent; or
- (b) an externally-administered body corporate;

as those terms are defined in section 9 of the *Corporations Act 2001*.

12.4 Indemnity for breach

Without affecting any other indemnity or rights under this Contract, if the Contractor is in breach of any of its obligations under this Contract:

- (a) the Contractor must indemnify JHD against all claims, loss or damage suffered by JHD as a consequence of that breach; and
- (b) if that breach involves the failure to pay any money or do any thing, JHD, without:
 - (i) affecting its other rights; or
 - (ii) being obliged to do so;may:
 - (iii) pay that money or do that thing and the Contractor must indemnify JHD for any loss or damage suffered as a consequence; and
 - (iv) set-off any amount paid, against any sum owing by JHD to the Contractor.

12.5 Additional right of termination

Notwithstanding anything to the contrary in this Contract, the parties may, in accordance with any agreement reached between them, terminate this Contract before the expiry of the Term.

12.6 Procedure upon termination

Without affecting any other rights or obligations of the parties, upon termination of this Contract, the Contractor must:

- (a) co-operate with JHD;
- (b) hand to JHD, all Contract Material and all other information concerning the Cleaning Services held by, or in the control of, the Contractor; and
- (c) if requested by JHD, meet with JHD and such other persons nominated by JHD with a view to providing JHD, or those other persons, with sufficient information to enable completion of any Cleaning Services.

12.7 Variation

Without affecting any of its other rights, JHD may:

- (a) make any variation to the scope of the Cleaning Services or the Contract Prices, as agreed between the parties; or
- (b) if the Contractor is in breach of this Contract, without the necessity for obtaining the Contractor's consent, make any variation to the scope of the Cleaning Services or the Contract Prices, as reasonably determined by JHD.

13. General

13.1 Entire agreement

This Contract constitutes the entire agreement between the parties and supersedes and replaces:

- (a) Contract JH93014 made between the parties; and
- (b) all other communications, negotiations, arrangements and agreements, either oral or written, made or entered into between the parties prior to the date of this Contract with respect to the subject matter of this Contract.

13.2 Negation of employment

The Contractor, its officers, employees, servants, Subcontractors and agents and any other persons engaged by the Contractor in the performance of the Cleaning Services will not, by virtue of this Contract or the performance of the Cleaning Services, become in the service or employment of JHD for any purpose.

13.3 Waiver

Failure by either party to enforce a provision of this Contract will not be construed as a waiver by that party of any right in respect of that provision, or any other provision of this Contract.

13.4 Costs

Each party must bear and pay its own costs and expenses of, and incidental to, the preparation and execution of this Contract.

13.5 Notices

Unless otherwise provided by this Contract, any notice to be given by one party ("**server**") to the other ("**receiver**") under the provisions of this Contract must be in writing and may (in addition to any other lawful or effective means of service) be given or served:

- (a) by being delivered personally to:
 - (i) in the case of service upon JHD, the Project Officer;
and
 - (ii) in the case of service upon the Contractor, the Contractor's Representative;
- (b) by being sent by prepaid post to the receiver's address for service specified in the Contract Particulars or such other address that is notified to the server by the receiver, from time to time; or
- (c) by being sent by facsimile transmission to the receiver's facsimile number specified in the Contract Particulars or such other number that is notified to the server by the receiver, from time to time.

13.6 Deemed service

A notice sent by:

- (a) prepaid post, will be deemed to have been received 2 Business Days after it was posted; and
- (b) facsimile transmission, will be deemed to have been received when the transmission was completed provided that the receiver does not, within one Business Day of the completion of the transmission, advise the server that the facsimile transmission is not fully intelligible and requests a retransmission of the document.

13.7 Contractor not to assign

The Contractor:

- (a) must not assign, transfer, mortgage, charge or encumber any right or obligation under this Contract without the prior written consent of JHD, which consent JHD may give or withhold in its absolute discretion; and
- (b) acknowledges that any assignment, transfer, mortgage, charge or encumbrance will not operate to release or discharge the Contractor from any obligation or liability under this Contract.

13.8 Governing laws

This Contract will be governed by, and construed in accordance with, the laws for the time being in force in the Australian Capital Territory and the parties submit to the jurisdiction of the courts of that Territory.

13.9 GST

The parties acknowledge that any Consideration specified in this Contract is exclusive of GST and that a party ("**recipient**") providing that Consideration to the other party ("**supplier**") for any Taxable Supply made by the supplier under this Contract, must:

- (a) at the same time as the Consideration is provided for that supply;
- (b) but subject to the provision by the supplier to the recipient of a Tax Invoice for that supply;

pay to the supplier, an additional amount equal to the GST payable in respect of that supply, provided that, where the recipient is required to

reimburse or pay to the supplier, an amount calculated by reference to a cost, expense or other amount paid or incurred by the supplier, the amount of reimbursement or payment will be reduced by the amount of any input tax credits to which the supplier is entitled for the acquisition relating to that cost, expense or other amount.

Each party must comply with its obligations under the GST law.

Schedule 1 - Contract Particulars

Commencement Date: 1 July 2003
(Clause 1.1 and Part 2)

Specified Copyright Works: None specified
(Clauses 1.1 and 5.6)

Project Officer: Mr Barry Jackson
(Clauses 1.1 and 6.2) Tel No. 02 6277 5227
Fax No. 02 6277 5220

Contractor's Representative: Mr Bob Trpeski
(Clauses 1.1 and 6.1) Managing Director
Tel No. 02 6280 7344
Fax No. 02 6280 7933

Independent Expert: A person agreed between JHD and the Contractor
(Clauses 1.1 and Part 11) or, failing agreement within 14 days of negotiations,
a person appointed by the President for the time
being of the Institute of Arbitrators, Australia at the
request of either party.

Key People: The personnel nominated by the Contractor, from
(Clauses 1.1 and 6.3) time to time, and approved by the Project Officer.

Site: All internal areas of Parliament House.
(Clause 1.1)

Specified Amount: \$50,000.00
(Clauses 1.1 and 9)

Websites:
(Clause 1.1)

Fraud Control Plan:

www.aph.gov.au/jhd/about/Fraud_Control.html.

Parliament House Site Book:

www.aph.gov.au/jhd/about/Information_for_Contractors/index.html

Term:
(Clause 2.2)

The period of 5 years.

Public liability insurance:
(Part 10)

Up until 30 June 2004 cover of \$10,000,00 and from 1 July 2004 a minimum of \$20,000,000 for any one occurrence.

Service of notices on JHD:
(Clause 13.5)

Joint House Department
Parliament House
CANBERRA ACT 2600

Fax: (02) 6277 5166

Attention: Manager, Procurement

Service of notices on Contractor and Guarantor:
(Clause 13.5)

Limro Pty Ltd
73 Collie Street
FYSHWICK ACT 2609

Fax: 02 6280 7344

Attention: Mr Bob Trpeski

Schedule 2 - Contract Prices

Pricing Schedule

1. The Contractor shall provide the Cleaning Services for the Contract Prices listed under, and varied in accordance with, this Schedule.

Routine cleaning

2. The Contract Prices for routine cleaning are as set out in the table below.

<i>Description</i>	<i>Price per Square Metre per Annum \$</i>	<i>Total Square Metres</i>	<i>Annual Price \$</i>
Cleaning Services	20.923	118 396	2,477,194
Additional Cleaning Services	Various	Various	363,284
Linen Service Labour Content			20,023
Total Annual Contract Price			2,860,501

On-demand cleaning

3. The Contract Prices for on-demand cleaning are as set out in the table below

<i>Description</i>	<i>Total Square Metres</i>	<i>Price per Square Metre \$</i>
Shampoo Carpets	73 694	0.85
Cut-Back and Polish Timber Floors	18 678	1.40

Linen services and consumables

4. The Contract Prices for linen services and consumables are as set out in the table below.

Linen Services - invoiced cost plus 5% (labour cost detailed in paragraph 2 of this Schedule)

Consumables - invoiced cost plus 10%

Price Basis

5. The Contract Prices shall be based on the following:
- (a) The price for routine cleaning and on-demand cleaning shall be calculated on a per square metre basis as specified in the tables in paragraphs 2 and 3 of this Schedule.
 - (b) The Variable Prices from 1 July 2003 may, subject to the Contractor meeting the Performance Standards, be varied in accordance with paragraphs 6 to 9 of this Schedule.
 - (c) The Contract Prices for the provision of linen services, during the Term, shall be at the vendor's invoiced cost plus:
 - (i) labour costs; and
 - (ii) a 5% handling fee.
 - (d) The Contract Prices for the provision of consumables shall, during the Term, be at the vendor's invoiced cost plus a 10% handling fee.
 - (e) The Contractor must, on request from the Project Officer, provide appropriate vendor documentation to substantiate its claims for the provision of linen services and consumables.
 - (f) Applications for price variation of the Variable Prices:
 - (i) may be made by the Contractor on 1 July 2004 and, thereafter, 1 July in each subsequent year of the Term;
 - (ii) must be made in writing addressed to the Project Officer no later than three calendar months after the date from which the increase is claimed;
 - (iii) must give full details of the price variation sought, the current Variable Prices and the resultant recalculated Variable Prices;

- (iv) must, at the request of the Project Officer, be supported by all documents, records and other information necessary to substantiate the price variation; and
- (v) will be assessed and determined by JHD in accordance with paragraph 6 of this Schedule.

Price Variations

6. Upon application by the Contractor for a price variation in accordance with sub-paragraph 5(f) of this Schedule, JHD:
 - (a) will, within 3 weeks of receiving the application, assess the performance of the Contractor during the previous year against the Performance Standards; and
 - (b) may, at its discretion, but:
 - (i) acting reasonably and in good faith;
 - (ii) having regard to the performance of the Contractor as assessed by JHD under sub-paragraph 6(a) of this Schedule; and
 - (iii) subject to paragraph 7 of this Schedule,
approve all or part of the Price Variation requested by the Contractor.
7. The Contractor must not seek, and shall not be entitled to, any increase in the Variable Prices for any year proportionately greater than the CPI Increase during the previous year.
8. Pending determination of any application for a price variation, all claims for payment must be submitted at the then current Contract Prices.
9. Any variation of the Variable Prices shall take effect on the earlier of:
 - (a) the date of determination by JHD; and
 - (b) one month after the application for the variation is made by the Contractor.

Invoices

10. The Contractor must submit invoices on a monthly basis throughout the Term, setting out:

- (a) the instalment of the Contract Prices for the routine Cleaning Services (and any GST payable on that amount in accordance with the Contract) then payable;
- (b) the instalment of the Contract Prices for on-demand Cleaning Services (and any GST payable on that amount in accordance with the Contract) then payable;
- (c) the instalment of the Contract Prices for linen and consumables (and any GST payable on that amount in accordance with the Contract) then payable; and
- (d) the purchase order number and this Contract number,

and be accompanied by such evidence as may be reasonably required by JHD of any amount claimed in an invoice.

Address for invoices

11. The invoices must be rendered to the person and address as specified in writing, from time to time, by the Project Officer. As at the date of this Contract, the address for invoices is:

The Accountant
Joint House Department
Parliament House
CANBERRA ACT 2600

JHD contribution to workers compensation premiums

12. With effect from 1 July 2003, JHD agrees, at the request of the Contractor, to contribute to the Contractor's annual workers compensation costs.
13. The contribution will be as determined by JHD, acting reasonably and in good faith, and be subject to the Contractor demonstrating, to the reasonable satisfaction of JHD, that it has made genuine endeavours to educate employees in respect of workplace safety and reduce the number and amount of workers compensation claims.
14. The contribution will be calculated on the basis of bridging the gap between the industry accepted percentage at the time Contract JH93014W was entered into (5.8%) and the industry average percentage rate for the year the request is received.
15. The industry average percentage will be determined by using the average percentage indicator for cleaning industry premiums provided by ACT

Workcover approved insurers and will be capped at a maximum of 12 %.

16. The contributions will be one off annual payments with effect from 1 July in each year of the Term and will not be incorporated into the Contract Prices nor be subject to increases in accordance with this Schedule 2.

17. Applications for a contribution from JHD must be made in writing and include the following:
 - (a) evidence of gross annual salaries as at the time of application;
 - (b) evidence of the Contractor's payment and percentage indicator for workers compensation;
 - (c) calculation of the amount claimed;
 - (d) the number of workers compensation claims received by the Contractor during the previous 12 months and details of those claims; and
 - (e) statements, with appropriate supporting evidence, describing the measures undertaken or in place to improve workplace safety and reduce workers compensation claims.

Schedule 3 - Statement of Requirement

Parliament House - The building

1. Parliament House is located on Capital Hill, a site selected by an Act of Parliament in 1974. Construction commenced in 1980.
2. The architecture of the building is unique and reflects the commitment of Australia to democratic principles. The building itself was substantially completed by May 1988.
3. Parliament House was constructed to last 200 years and is one of the largest buildings in the southern hemisphere. The charter given by the Parliament to the Parliament House Construction Authority was to complete a building to "the highest quality standards possible within established cost restraints". The interior design and materials used throughout Parliament House reflect this principle and Australian finishes and materials are dominant throughout the building.
4. Massive curved retaining walls separate and define the major component parts of Parliament House. The House of Representatives wing is on the eastern side with the Senate chamber and offices to the west. The Ministerial wing is at the southern end of the structure, behind the ceremonial and public spaces of the central zone. Public circulation areas on the first floor include observation galleries in the chambers, main committee rooms, the Great Hall, the Queen's Terrace overlooking the Forecourt, a cafeteria and a theatrette. Detailed floor plans showing a schedule of floor finishes to be cleaned, all areas to be cleaned as part of the Cleaning Services and the relationship between the various areas of Parliament House in more detail are referred to in this Statement of Requirement at Annexure D to this Schedule.
5. By any measure, the scale of Parliament House is impressive. There are over 4,500 rooms in the building, parking for 2,000 vehicles, over 3,000 employees and in excess of 1,000,000 visitors annually. The site area is 32 hectares and the building covers 15% of this area.
6. The administration of the cleaning contracts for Parliament House rests with JHD which is responsible for the provision of a range of services to the occupants of Parliament House. These occupants include members of both the Senate and House of Representatives, their staff, and the staff of the 5 Parliamentary Departments responsible for the various functions of the Parliament. As well as cleaning, the services provided by JHD include catering, gardening, recreation facilities and building maintenance. The cleaning of Parliament House is to take into account the activities that occur and the patterns of usage within the House. The building serves as office accommodation for the Federal

Parliament, Senators, Members and their staff, Executive Government, a tourist venue of international significance and a function centre for visiting Heads of State and dignitaries. It is expected that the Contractor will be familiar with the particular needs of tourist and ceremonial venues and large scale office and administration buildings.

7. JHD is environmentally conscious and committed towards providing and maintaining a healthy physical working environment for the operation of the Parliament. Consistent with this, JHD initiated an environmental audit and has put in place recycling and waste minimisation programs for paper, cardboard, glass, metals, oils and garden waste.

The cleaning schedule

8. Parliament House must be cleaned in accordance with accepted industry standards. The Contractor is to undertake all work in accordance with the requirements as defined in this Statement of Requirement and any departures from the Statement of Requirement either through improved technology, training or for any other reason must not be implemented without prior approval from JHD. JHD reserves the right to halt any work either under way or about to commence if it is not in accordance with the Statement of Requirement. Any damage, omission or rectification work caused by the Contractor through the use of non approved procedures will constitute a breach by the Contractor under this Contract and may entitle JHD to take action under Part 12 or to exercise any other right that it may have.
9. The Contractor must comply with Australian Standard AS3733-1995 in regard to cleaning methods and materials in relation to textile floor covering - cleaning maintenance of residential and commercial carpeting.
10. Cleaning times shown indicate times of major cleaning activities in each area. However the Statement of Requirement lists various activities of a repetitive or special nature which require cleaning staff to perform duties outside the times shown. Cleaning of :
 - (a) suites and general office accommodation must be completed by 8.00 am daily;
 - (b) public and non public circulation areas (internal) must be completed by 9.00 am daily; and
 - (c) the gymnasium must be completed by 7.00 am daily.

11. The Contractor should particularly note that the Parliament requires staff to be available for cleaning, for extended times for scheduled and/or emergency cleaning, as follows:
 - (a) weekends and public holidays and Monday to Friday on non-sitting days - one cleaner available until 1700 hours;
 - (b) Monday to Friday on sitting days:
 - (i) one cleaner available, for each House sitting, until the House rises or until 2000 hours, whichever first occurs; and
 - (ii) one cleaner available until thirty minutes after the last House has risen.
12. While every effort has been made to accurately measure areas from the floor plans, the area measurements shown throughout this Statement of Requirement should be treated as indicative only. Similarly, whilst every effort has been made to ensure accuracy, no guarantee is given that the detail shown on the plans indicates the actual situation.

Definition of cleaning standards

13. The achievement of the desired standard as required by the Statement of Requirement must result in a complete "absence of visible soil, dust or waste".
14. For the purpose of definition, "absence of visible soil, dust or waste" means the absence of:
 - (a) dust on horizontal surfaces of floors, walls, edges, furniture and equipment;
 - (b) litter, refuse and waste in the building;
 - (c) soil, dust litter and waste in foyers, entrances, steps and walkways;
 - (d) water, water marks, streaks and spots after cleaning;
 - (e) soil, litter, encrustations, spots and finger marks from furniture, walls, partitions, dividers, carpets and mats;
 - (f) streaks, spots, stains from window blinds, shades, internal glass doors and glass partitions and frames;

- (g) encrustations, scuff marks, soil and polish build up on floors, particularly in corners, along edges and baseboards, around door jams, doors, furniture and equipment bases or legs;
 - (h) soil and stains on toilet room fixtures, drains, traps, taps, soap and paper dispensers, stalls, mirrors, ledges and drinking fountains; and
 - (i) soil, litter and encrustations in ashtrays, waste/garbage and paper bins.
15. Areas which are designated for a "full daily clean", will require cleaning to the standard outlined above.

Internal public areas - routine cleaning

16. **Main Entrance** (Area 471 m²), including polished and matt black granite and external lift to the Public Car Park: full daily clean (every day except Christmas Day).
17. **Marble Foyer and Stairs** (Area 1455 m²): full daily clean (every day except Christmas Day).
18. **Great Hall** (Area 1148 m²): full daily clean and following functions (every day except Christmas Day).
19. **Great Hall Service Areas** (Area 456 m²):
- (a) full daily clean and following functions (every day except Christmas Day); and
 - (b) monthly (or as required following function) - cut and polish vinyl.

The Great Hall is used for various catered and non-catered functions and activities and the Contractor must be aware of the requirement for intensive cleaning following functions. This may involve cleaning outside normal shift hours or during day shift. It is estimated that 150 functions per annum are held in the Great Hall.

The catering service providers engaged at Parliament House have responsibility for the cleaning of food preparation areas, cooking facilities, bars, tables, food utensils and trolleys.

20. **Queens Terrace Café and Queens Terrace Gallery** (Area 610 m²) (The terrace is excluded from this Contract):
- (a) full daily clean and following functions (every day except Christmas Day); and

- (b) additional cleaning of these areas during sitting periods may be required.

The Queen's Terrace Gallery is used for various catered and non-catered functions and activities and the Contractor should be aware of the requirement for intensive cleaning following functions. This may involve cleaning outside of normal shift hours or during day shift. It is estimated that 100 functions per annum are held in the Queen's Terrace Gallery.

The catering service providers engaged at Parliament House have responsibility for the cleaning of food preparation areas, cooking facilities, bars, tables, food utensils and trolleys.

- 21. **Theatre and Viewing Rooms** (Area 380 m²): full daily clean (every day except Christmas Day).
- 22. **Public Galleries** (Area 1351 m²): including the 2 Chamber galleries, the Great Hall gallery and the Main Committee Room gallery: full daily clean (every day except Christmas Day).
- 23. **School Galleries** (Area 295 m²): full daily clean (Monday to Friday).
- 24. **Public Circulation Areas** (Area 5236 m²):
 - (a) full daily clean (every day except Christmas Day); and
 - (b) monthly:
 - (i) strip and polish rubber in link-ways; and
 - (ii) polish brass strips in floor plates.
- 25. **Mothers Room and Babies' Change Room** (Area 18 m²):
 - (a) full daily clean (every day except Christmas Day); and
 - (b) two-monthly, machine scrub ceramic tiles.
- 26. **First Aid Room** (Area 13 m²):
 - (a) full daily clean (every day except Christmas Day); and
 - (b) quarterly, cut and polish vinyl floors.

Dusting and cleaning of medical apparatus and removal of hazardous waste, sharps containers and collection of soiled linen are excluded from the cleaning contract.

Non-public areas - routine cleaning

27. **Senate Entrance and Foyer** (Area 255 m²) (External entrance and verandah are excluded from this Contract):
- (a) full daily clean (Monday to Friday); and
 - (b) weekly, dust timber venetian blinds in stairwell.
28. **House of Representatives Entrance/Foyer** (Area 225 m²) (External entrance and verandah are excluded from this Contract): full daily clean (Monday to Friday).
29. **Ministerial Entrance/Foyer** (Area 132m²) (External entrance and verandah are excluded from this Contract): full daily clean (Monday to Friday).
30. **Cabinet Room** (including facilities) (Area 863 m²):
- (a) full daily clean (Monday to Friday and, under security supervision on request at weekends);
 - (b) monthly, strip and reseal kitchen floor; and
 - (c) six-monthly, defrost and clean refrigerators.
31. **Prime Ministers' Suite** (Area 1015 m²)(The Prime Minister's courtyard is excluded from this Contract):
- (a) full daily clean (Monday to Friday and, under security supervision on request at weekends);
 - (b) empty waste/garbage and paper bins, replace bin liner bags at least twice per day and as required (Monday to Friday);
 - (c) weekly, polish brass washstands;
 - (d) monthly:
 - (i) dust timber venetian blinds (see Annexure C to this Schedule);
 - (ii) strip and reseal kitchen floor; and
 - (e) six-monthly, defrost and clean refrigerators.
32. **Ministerial Suites** (x29) (Area 6850 m²):
- (a) full daily clean (Monday to Friday and under security supervision, during sitting weeks);

- (b) empty waste/garbage and paper bins, replace bin liner bags at least twice per day and as required (Monday to Friday);
 - (c) monthly, dust timber venetian blinds (see Annexure C to this Schedule);
 - (d) two-monthly, strip and reseal kitchen floor (rubber); and
 - (e) six-monthly, defrost and clean refrigerators.
33. **Senators and Members Suites** (x192) (Area 16320 m²):
- (a) full daily clean (Monday to Friday and under security supervision, during sitting weeks);
 - (b) empty waste/garbage and paper bins, replace bin liner bags at least twice per day and as required (Monday to Friday);
 - (c) full clean (twice per week during non sitting weeks);
 - (d) monthly, dust timber venetian blinds (see Annexure C to this Schedule);
 - (e) six-monthly, defrost and clean refrigerators; and
 - (f) suites which are occupied during non sitting periods will receive the following daily services as a minimum:
 - (i) wet areas cleaned, as required;
 - (ii) empty waste/garbage and paper bins twice per day; and
 - (iii) clean linen supplied and soiled linen removed.
34. **Speakers Suite** (including courtyards) (Area 413 m²):
- (a) full daily clean (Monday to Friday - under security supervision);
 - (b) empty waste/garbage and paper bins, replace bin liner bags at least twice per day and as required (Monday to Friday);
 - (c) monthly, dust timber venetian blinds (see Annexure C to this Schedule);
 - (d) two-monthly, strip and reseal kitchen floor (rubber); and
 - (e) six-monthly, defrost and clean refrigerators.
35. **Presidents Suite** (including courtyards) (Area 496 m²) (Paved areas above sandstone courtyards are excluded from this Contract):

- (a) full clean daily (Monday to Friday - under security supervision);
 - (b) empty waste/garbage and paper bins, replace bin liner bags at least twice per day and as required (Monday to Friday);
 - (c) monthly, dust timber venetian blinds (see Annexure C to this Schedule);
 - (d) two-monthly, strip and reseal kitchen floor (rubber); and
 - (e) six-monthly, defrost and clean refrigerators.
36. **Senate Chamber** (Area 544 m²):
- (a) full daily clean (Monday to Friday) - during sitting periods (estimated at 30 weeks per annum), twice per week during non sitting periods; and
 - (b) prior to each sitting period polish door plates and handles.
37. **Senate Lobbies** (Area 346 m²):
- (a) full daily clean (Monday to Friday) - during sitting periods (estimated at 30 weeks per annum), twice per week during non sitting periods; and
 - (b) six-monthly defrost and clean refrigerators and dust bookcases.
38. **House of Representative Chamber** (Area 558 m²):
- (a) full daily clean (Monday to Friday) - during sitting periods (estimated at 30 weeks per annum) twice per week during non sitting periods; and
 - (b) prior to sitting periods polish door plates and handles.
39. **House of Representatives Lobbies** (Area 358 m²):
- (a) full daily clean (Mon to Fri) - during sitting periods (estimated at 30 weeks per annum), twice per week during non sitting periods; and
 - (b) six-monthly defrost and clean refrigerators and dust bookcases.
40. **Chamber Press Galleries** (Area 393 m²): full daily clean (Monday to Friday) - during sitting periods (estimated at 30 weeks per annum) twice per week during non sitting weeks.

41. **Members and Guests Dining Rooms and Private Dining Rooms** (Area 1742 m²)(The Members Terrace is excluded from this contract):

- (a) full daily clean and following functions (Monday to Friday); and
- (b) monthly cut and polish rubber floors.

The Private Dining Rooms and Alcoves are used for various catered and non-catered functions and activities and the Contractor should be aware of the requirement for intensive cleaning following functions. This may involve cleaning outside of normal shift hours or during day shift. It is estimated that 250 functions per annum are held in these areas.

The Parliamentary Catering Service has responsibility for the cleaning of food preparation kitchens, cooking facilities, bars, tables, food utensils and trolleys.

42. **Opposition Leader's Suite** (Area 620 m²):

- (a) full daily clean (Monday to Friday - under security supervision);
- (b) empty waste/garbage and paper bins, replace bin liner bags at least twice per day and as required (Monday to Friday);
- (c) monthly dust timber venetian blinds (see Annexure C to this Schedule);
- (d) two-monthly strip and reseal kitchen floor (rubber); and
- (e) six-monthly defrost and clean refrigerators.

43. **Nurse's Centre** (Area 73 m²):

- (a) full daily clean (Monday to Friday); and
- (b) monthly cut and polish vinyl.

Dusting and cleaning of medical apparatus and removal of hazardous waste, sharps containers and collection of soiled linen are excluded from the cleaning contract. Notify Nurse's Centre when a sharps container is full.

44. **Recreation Centre - Gymnasium** (Area 166 m²):

- (a) full daily clean (Monday to Friday); and
- (b) weekly, dust gym equipment.

45. **Recreation centre - Swimming Pool** (Area 521 m²) (Cleaning of grates and swimming pool are excluded from the Contract):
- (a) full daily clean (Monday to Friday);
 - (b) weekly, clean spa above water line; and
 - (c) monthly, machine scrub tiles.
46. **Recreation Centre- Change Rooms** (Area 129 m²):
- (a) full daily clean (Monday to Friday); and
 - (b) monthly, remove rubber matting and steam clean, and machine scrub tiles.
47. **Recreation Centre - Sauna and Steam Room** (Area 24 m²):
- (a) full daily clean (Monday to Friday);
 - (b) weekly, wash down all timber benches with approved disinfectant; and
 - (c) fortnightly, lift wooden floor grates and clean under.
48. **Committee Rooms** (Area 2373 m²):
- (a) full daily clean (Monday to Friday);
 - (b) monthly cut and polish vinyl in kitchen; and
 - (c) six-monthly defrost and clean refrigerators.
49. **Staff Cafeteria, Recreation Room and Staff Bar** (Area 994 m²): full daily clean (Monday to Friday).
- Parliament's Catering Services have responsibility for the cleaning of food preparation areas, cooking facilities, bars, tables, food utensils and trolleys.
50. **Gardeners Compound** (Area 163 m²):
- (a) full daily clean (Monday to Friday);
 - (b) monthly cut and polish vinyl floor; and
 - (c) six-monthly defrost and clean refrigerators.
51. **Sound and Vision Facilities:**

- (a) Committee room studios - full daily clean (Monday to Friday);
- (b) Chamber studios - full daily clean (Monday to Friday);
- (c) Theatre studios - full daily clean (Monday to Friday);
- (d) Sound and Vision Centre - office areas - full daily clean (Monday to Friday);
- (e) Workshop and Equipment areas but excluding actual equipment which must not be moved (Area 561 m²) - full daily clean (Monday to Friday) see Annexure B to this Schedule;
- (f) TV Studio Complex but excluding actual equipment which must not be moved (Area 99 m²) - full daily clean (Monday to Friday); and
- (g) TV Studio Complex but excluding actual equipment which must not be moved - equipment areas (Area 97 m²) - full daily clean (Monday to Friday) see Annexure B to this Schedule.

52. **General Office Accommodation Including Basement Areas:**

- (a) full daily clean (Monday to Friday); and
- (b) empty waste/garbage and paper bins, replace bin liner bags at least twice per day and as required (Monday to Friday).

Miscellaneous cleaning tasks

53. **Daily:**

- (a) spot cleaning of all internal glass partitions and doors;
- (b) damp wipe rubber wall buffers along basement walls;
- (c) clean and wipe over stainless steel sinks, refrigerators, cupboards and kitchen equipment;
- (d) wipe over all internal wall surfaces, light switches, architraves, door jams and miscellaneous fittings;
- (e) clean toilets within private areas of Parliament House including the Loading Dock, Gardeners Compound to approved method (see Annexure A to this Schedule), (Monday to Friday); and
- (f) clean toilets (APS, Parliamentary Security and Public circulation) to approved method (Annexure A to this Schedule), (7 days per week).

54. **Monthly:**

- (a) machine scrub all tiled areas;
- (b) strip and polish rubber in link-ways; polish brass strips in floor plates;
- (c) dust timber venetian blinds;
- (d) clean ashtrays on lunchroom verandahs;
- (e) clean interior and exterior of microwaves and other lunchroom electrical appliances; and
- (f) machine scrub pavers on lunchroom patios.

55. **Six-monthly:**

- (a) defrost refrigerators in suites, offices, tea rooms, and attendants' rooms;
- (b) clean inside of kitchen cupboards;
- (c) clean and disinfect telephones; and
- (d) remove dust and any litter from underneath false floor in computer room, Sound and Vision Centre, Telecom PABX and Ministerial Communications Room.

56. **Recess Periods:**

Full clean of timber venetian blinds.

57. **Annually:**

Clean light fittings (not recessed) below 2 metres.

58. **As required (within existing Contractor resources):**

Cleaning of offices and suites on minor relocation or minor reorganisation.

59. **Waste/Recycling:**

- (a) empty recycling paper bins as required and remove to chute rooms and load into central waste disposal system;
- (b) empty non recyclable materials from rubbish bins and remove to basement collection points;

- (c) collect bulk waste as requested for disposal (co-mingled bins not available).

The Contractor must use approved cleaning products and ensure that all waste water discharge complies with the requirements of the local water authority and any site specific instructions.

60. **OH&S - Equipment and materials**

- (a) To maintain effective hygiene associated with cleaning operations, the Contractor must use colour coding on equipment and materials:
 - (i) toilet areas - cloths, mops, buckets etc, coloured red;
 - (ii) other wet areas, lunchroom kitchens, drinking fountains etc, - cloths, mops, buckets, etc, coloured white; and
 - (iii) general circulation areas - cloths, mops, buckets etc, coloured blue.
- (b) To avoid cross contamination different coloured equipment must not be mixed together or left in the same storage area; and
- (c) Wherever water, liquid polish or other liquid materials are used during cleaning tasks the Contractor shall ensure that the treated surface area are left dry by the end of the specified cleaning periods. Where it is not practicable to leave surfaces dry, the Contractor must ensure that safety signs are prominently displayed warning of the danger and the area cordoned off where necessary.

Functions furniture

61. **Six-monthly:**

- (a) shampoo fabric chairs (1000);
- (b) shampoo lift covers (42);
- (c) shampoo fabric chairs (650) in Staff Cafeteria and Recreation Room and Queen's Terrace; and
- (d) shampoo fabric benches (6).

Contract exclusions

62. **Cleaning Areas**

The following areas or surfaces are excluded from the Contract:

- (a) external glass;
- (b) periodic cleaning of internal glass;
- (c) plant rooms;
- (d) kitchen catering areas (except toilets);
- (e) public roads;
- (f) specialist equipment rooms (except as specified);
- (g) external areas of the Parliamentary Precincts;
- (h) carparks;
- (i) courtyards;
- (j) tennis courts and pavilions;
- (k) formal gardens East and West;
- (l) guard boxes;
- (m) Queen's Terrace Gallery;
- (n) Senate Entrance (external);
- (o) House Of Representatives Entrance(external);
- (p) Ministerial Entrance (external);
- (q) the Prime Ministers courtyard; and
- (r) Members' and Guests Terrace.

63. **Cleaning Tasks**

The following cleaning tasks are excluded from the Contract:

- (a) stripping of parquetry flooring and resealing;
- (b) removal of graffiti;
- (c) pressure cleaning of building facade;
- (d) interior clean of the surfaces of all skylights;
- (e) leather refurbishing;

- (f) furniture shampooing, upholstery cleaning (except where specified);
- (g) brass conservation;
- (h) dusting and cleaning of artworks;
- (i) dusting and cleaning of sound and vision equipment;
- (j) removal of hazardous waste or sharps containers;
- (k) dusting and cleaning of medical apparatus;
- (l) indoor plants, live and synthetic;
- (m) swimming pool grates.

Periodic cleaning - on demand

64. Wet Cut Back to Timber/Parquetry Floors

Frequency - on request from the Project Officer.

Wet cut back of timber and parquetry floors as outlined in technical specification and procedures 'Cleaning and maintenance to timber and parquetry floors'. Engineering and Technical Support Project No 8207 available from the Project Officer.

65. Procedures for Shampooing Carpet

Frequency - on request from the Project Officer:

Shampoo carpet as outlined in technical specification and procedures 'Maintenance, repairs and cleaning of carpets in Parliament House'. Engineering and Technical Support Project No BFCM / 01.

Provision of linen and consumables

66. Linen Service Arrangements

- (a) the Contractor is responsible for the coordination and management of the linen supplies including the distribution and collection of linen to and from all areas listed in this Statement of Requirement;
- (b) each Senator and Member's suite and other offices with washroom facilities must be continuously provided with towels and tea towels;

- (c) linen must be sourced from suppliers approved by JHD from time to time;
- (d) the Contractor must provide, to the Project Officer, details of the coordination and management of linen supplies in the duty statement of a designated position;
- (e) the Contractor must maintain minimum stocks of linen in Parliament House equivalent to 2 weeks average usage of each item.;
- (f) a storage area will be provided to the Contractor for storage and distribution of linen;
- (g) the Contractor must maintain, and provide to the Project Officer upon request, the following records:
 - (i) record of daily issue and receipt of all linen throughout Parliament House; and
 - (ii) record of a monthly stock take of linen throughout Parliament House.

67. **Distribution of Linen and Frequency**

A list of linen items that must be issued to areas throughout Parliament House is set out below. The listed amounts are required as minimum quantities and frequencies for issue may alter on request.

Prime Minister's Suite

The Prime Minister's suite - issued on a daily basis:

- 6 bath towels
- 15 hand towels
- 2 bath mats
- 4 tea towels
- 4 tea towels for Cabinet Suite
- 5 face washers (once per week)

Ministerial Suites

The 29 Ministerial suites - issued on a daily basis:

- 6 bath towels
- 6 hand towels
- 1 bath mat
- 2 tea towels

President's Suite

The President's suite - issued on a daily basis:

- 8 bath towels
- 6 hand towels
- 2 bath mats
- 4 tea towels

Senators' Suites

Senators' suites - issued on a daily basis during sitting premises and, during non-sitting periods, when occupied. (There are 76 Senators and the number of Senators in the Ministry, will vary):

- 4 bath towels
- 3 hand towels
- 1 bath mat
- 2 tea towels

Senate Chamber

The Senate Chamber - issued on a daily basis during sitting periods:

- 6 hand towels
- 12 tea towels

Speaker's Suite

The Speaker's suite - issued on a daily basis:

- 8 bath towels
- 6 hand towels
- 2 bath mats

- 4 tea towels

Members' Suites

The 125 Members' suites - issued on a daily basis during sitting periods and, during non-sitting periods when occupied (there are 148 Members and the number of Members in the Ministry, will vary):

- 4 bath towels
- 3 hand towels
- 1 bath mat
- 2 tea towels

House of Representatives Chamber

The House of Representatives Chamber - issued during sitting weeks:

- 6 hand towels
- 12 tea towels

House of Representatives Table Office

The House of Representatives Table Office - issued on a daily basis:

- 4 bath towels
- 2 tea towels

Executive Officers

The 8 Executive Officers' suites (including 3 JHD, 1 Black Rod, 1 Serjeant at Arms, 2 Parliamentary Reporting Staff and 1 Library Suite) - issued on a daily basis:

- 4 bath towels
- 3 hand towels
- 1 bath mat
- 2 tea towels

Health and Recreation Centre

The Health and Recreation Centre - issued on a daily basis:

Sitting weeks:

- 80 bath towels

Non-sitting weeks:

- 40 bath towels

Parliamentary Reporting Staff

The Parliamentary Reporting Staff - issued on a daily basis:

- 4 bath towels
- 4 tea towels

Tea Rooms

The 24 tea rooms - issued on a daily basis:

- 2 tea towels

Committee Room Kitchens

The 4 Committee Room kitchens - issued on a daily basis:

- 12 tea towels

Miscellaneous Kitchens

The 22 kitchens - issued on a daily basis:

- 2 tea towels

Library Kitchen

The Library kitchen area - issued on a daily basis:

- 6 tea towels

Landscape Services

The JHD Landscape Services compound - issued on a weekly basis:

- 12 x bath towels
- 6 x tea towels

68. **Consumables**

- (a) The Contractor is responsible for the management and distribution of toilet consumables to all toilet and shower areas. Toilet

consumables include toilet paper, paper towels and soap. Paper products shall be of recycled material.

- (b) Drinking cups must be provided at all drinking fountains as required (except for the drinking fountain located in the Staff Dining Room, which is serviced by the catering contractor).
- (c) Consumables must be purchased from suppliers approved by JHD, from time to time.
- (d) The Contractor must provide, to the Project Officer, details of the coordination and management of consumable supplies in the duty statement of a designated position.
- (e) Storage facilities will be provided to the Contractor for storage and distribution of consumables.
- (f) The Contractor must maintain and provide to the Project Officer upon request, the following records:
 - (i) record of daily issue and receipt of all consumables throughout Parliament House; and
 - (ii) record of a monthly stock take of consumables throughout Parliament House.

Additional information

69. Floor Surface Schedule

The following floor surfaces, available cleaning times and total areas are relevant to this Statement of Requirement and have been taken into account in the agreement of Contract Prices:

SURFACE	AVAILABILITY	AREAS (m²)
Carpet	2400-0800 (Recess Periods)	73,694
Parquetry	0400-0900	18,678
Ceramic Tiles (Toilets)	2400-0900	4,618
Computer Tiles	0600-1500	1,052
Quarry Tiles	0400-0900	368
Marble	0400-0900	1,210
Vinyl	2400-0900	3,892
Rubber	2400-0900	1,605

Terrazzo	2400-0900	1,798
----------	-----------	-------

70. **Notes**

The Contract acknowledges that:

- (a) the availability times specified in paragraph 69 of this Schedule are a guide only to main cleaning times and JHD reserves the right, without incurring additional costs, to adjust this times throughout the Term;
- (b) it must refer to the specific requirements of the Statement of Requirement for the tasks to be carried out on the surfaces; and
- (c) no warranties are given by, or on behalf of, JHD in relation to the information that is contained in the table set out in paragraph 69 of this Schedule.

71. **Quantities of facilities**

The following quantities of facilities are relevant to this Statement of Requirement and have been taken into account in the agreement of Contract Prices:

Toilet bowls.....	715
Hand basins.....	744
Showers	370
Urinals	64
Sinks.....	431
Lifts	42
Drinking fountains.....	75
Entrance and link-way doors.....	41
Corridor doors.....	12
Refrigerators.....	606
Clocks.....	2 500
Amenity room balconies	10

X - Ray machines.....	9
Chute rooms.....	20
Fire hydrant cupboards.....	306
Telephones.....	5 000
Fire exit stairwells	74

Inspections

72. From time to time, the Project Officer may:
- (a) arrange for inspections to be carried out (including by independent contractors) in relation to the Cleaning Services;
 - (b) give notice ("**Defect Notice**") to the Contractor:
 - (i) identify any defects in the Cleaning Services; and
 - (ii) requiring the Contractor to rectify those defects within a reasonable period of time.
73. Upon receiving a Defect Notice, the Contractor must:
- (a) without delay;
 - (b) within the time specified in the Defect Notice; and
 - (c) at its own cost,
- correct all defects in the Cleaning Services as notified by the Project Officer in that notice.
74. If the Contractor fails to correct any defect in accordance with a Defect Notice, without effecting any other right (whether under this contract or otherwise), JHD may, upon giving notice to the Contractor, exercise its rights under clause 12.4, including, by arranging with another cleaning contractor to correct the defect.

Annexure A to Schedule 3

Minimum requirements for cleaning of toilets, showers, private ensuites and wet areas.

1. Remove stains and spillage from toilet fixtures (including sanitary dispensers), surrounding walls and skirting surfaces, with an approved disinfectant.
2. Wash toilet floors and urinal steps free of surface dirt, with an approved disinfectant.
3. Machine scrub toilet floors as necessary.
4. Empty waste bins, baskets and dispensers and wash inside and outside.
5. Clean toilet seats, topside and underside, with an approved disinfectant.
6. Remove watermarks, stains and soil from inside and outside of toilet pans.
7. Remove watermarks and stains from urinals and strainer cups. The Contractor shall note that steel wool or other abrasive substances are not to be used.
8. Sluice down urinal with water containing an approved disinfectant.
9. Remove marks from mirrors, doors, walls, washable paintwork, tiles and hand-dryers.
10. Wipe dividing walls and wall tiles free of surface soil.
11. Clean basins, sinks, strainers, bench-tops and exposed piping. Where chromed piping or similar is installed, the surface shall be polished to a high sheen.
12. Clean change rooms thoroughly including recesses, glass, bench-tops, hand basins, wall mirrors, piping and seating. Floors are to be washed daily with an approved antiseptic solution.
13. Replenish soap, paper towelling and toilet paper.
14. Remove dust from equipment, window sills, tops, dividing partitions and walls.
15. Clean showers - glass, stool, soap holders and towel racks. Remove used soap.

Notes

1. Deodorant crystals are not to be used in urinals.
2. Cleaning equipment used in toilets is not to be used in other areas.

Annexure B to Schedule 3

Minimum requirements for cleaning of computer rooms

1. Empty at least twice during each cleaning shift waste paper bins and receptacles, and clean bins inside and outside as necessary.
2. Clean according to the following order:
 - (a) damp mop laminated tile floors;
 - (b) dust furniture and fittings, windows, door frames, corners and ledges.
 - (c) vacuum fittings and wall corners and any areas which cannot be mopped effectively.
 - (d) vacuum carpet floors and spot clean with a shampoo approved by the Project Officer; and
 - (e) dry mop laminated tile floors and spot clean glass partitioning and windows.
3. Care should be taken to clean ledges, shelves and corners, the tops and sides of furniture (excluding equipment).
4. Failure to complete scheduled cleaning because of obstructions shall be reported to the Project Officer.
5. Cleaning in computer rooms must be thoroughly and carefully completed in the sequence of tasks directed below:
 - (a) cleaning utensils must be kept clean with mops and buckets being cleaned and washed immediately after use;
 - (b) brooms must not be used; dry dust control mops shall be used instead;
 - (c) wax polish and lint cloths must not be used; treated cloths shall be used for dusting;
 - (d) only ammonia-free products and non-metallised seal are to be used;
 - (e) machine buffing is not permitted on laminated floors; and
 - (f) steel wool is not to be taken into computer rooms.

Annexure C to Schedule 3

Guidelines for operating timber venetian blinds

1. Raising and lowering - pull-cord and locking mechanism

- (a) Take hold of the cords ending in a single knob and apply sufficient downward pressure to raise the blind to the desired level. At this point move the hand holding the cords beyond the nearest edge of the blind about 10 cm; then release tension on the cords;
- (b) To lower the blind, take hold of the cords and apply sufficient downward pressure to unlock and take full weight of the stacked blades; and
- (c) To avoid damage to slats and ladder, before raising blind ensure slats are in a horizontal position.

2. Rotation of blinds - tilting mechanism

- (a) Adjustment of blade pitch is effected by taking hold of the pair of knobs (near blind edge) one in each hand and pulling one or the other, evenly but firmly until the desired angle is achieved.
- (b) Do not apply excessive force on control knobs, especially when blind is in closed position.

Annexure D to Schedule 3

Floor plans

1. The following floor plans are applicable to this Contract:
 - (a) W38-1850-10-900 Floor Finishes, Basement;
 - (b) W38-1850-10-901 Floor Finishes, Ground Floor;
 - (c) W38-1850-10-902 Floor Finishes, First Floor; and
 - (d) W38-1850-10-903 Floor Finishes, Second Floor.
2. Copies of the floor plans are available from the Project Officer.

Schedule 4 - Contractor Supplies

Provision of the Contractor Supplies

1. The Contractor must, throughout the Term, provide the Contractor Supplies.

Approval

2. The Contractor must:
 - (a) provide to JHD, an inventory of all Contractor Supplies which includes:
 - (i) the manufacturer, model and age;
 - (ii) whether the item is owned or leased; and
 - (b) obtain approval to all Contractor Supplies whether provided originally or as a replacement.

Warranties

3. The Contractor warrants that:
 - (a) the Contractor Supplies will:
 - (i) other than the JHD Supplied Facilities, include all equipment and materials necessary for carrying out the Cleaning Services in accordance with this Contract;
 - (ii) throughout the Term, will be fit for purpose; and
 - (iii) comply with all other requirements under this Contract;
 - (b) all items of machinery will:
 - (i) be mechanically sound and tagged in compliance with JHD requirements;
 - (ii) be maintained and repaired, by qualified personnel, in accordance with the highest industry standards;
 - (iii) when obsolete or beyond repair, be replaced with new items as approved by JHD;
 - (iv) not exceed noise level omissions greater than 72 decibels;

- (v) be suitably rated for the Parliament's circuitry;
 - (vi) comply with Australian Standards (including those specified for the maintenance of floor services) as evidenced by a certificate of compliance;
 - (vii) if for use within Parliament House, not be petrol or diesel powered; and
- (c) without effecting any other requirement, all electrical equipment will comply with Australian Standards AS3000 and AS3760 section 2.

Light and power

4. The Contractor acknowledges that:
- (a) 240 volt 10 amp single phase GPOs are installed throughout Parliament House;
 - (b) permanent lighting installed within the building is available for use by the Contractor; and
 - (c) it will be responsible for:
 - (i) any other electrical requirements; and
 - (ii) electrical safety relating to its use of equipment.
5. The Contractor must ensure that all temporary electrical installations comply with the requirements of:
- (a) Australian Standard AS3000; and
 - (b) ACT Electricity and Water.

Inspections and defects

6. The Project Officer may inspect any item of the Contractor Supplies and, if there is any defect in any of those supplies, the Contractor must replace or rectify the item.

Schedule 5 - Industrial Relations and Employment Conditions

Definitions

1. In this Schedule:
 - (a) "Australian Workplace Agreement" and "Certified Agreement" have the meanings given to those terms by the *Workplace Relations Act 1996*;
 - (b) "Hazard Identification Check-list" means the check-list, identifying known hazards within the Site, provided by the Project Officer to the Contractor, from time to time; and
 - (c) "Relevant Award" means the *Cleaning (Building and Property Services) (ACT) Award 1998*.

Wages and Conditions

2. The Contractor must ensure that every person, including Subcontractors, employed in connection with the Cleaning Services is:
 - (a) paid wages at rates; and
 - (b) employed under conditions of employment, not less favourable than those established by the Relevant Award.
3. If the Contractor enters into an Australian Workplace Agreement or a Certified Agreement with its employees, the Contractor must comply with the terms of those agreements.
4. The Contractor must comply with all other applicable statutory requirements in relation to its employees including those relating to superannuation, workers compensation, group tax, payroll tax, affirmative action, privacy, confidentiality, occupational health and safety, and anti-discrimination.

Provision of information

5. The Contractor must provide to JHD, in a form reasonably required by JHD, such information as JHD may, from time to time, reasonably request for the purposes of allowing JHD to undertake reasonable investigations in relation to compliance by the Contractor with its obligations under this Schedule.
6. Without limiting any other obligations of the Contractor (including under clauses 7.6 and 3.15), the Contractor must:

- (a) keep proper wages books and timesheets showing the wages paid to, and, so far as practicable, the time worked by, employees of the Contractor and any Subcontractor in connection with the Cleaning Services;
- (b) at all reasonable times, after reasonable prior notice in writing being given by JHD, give to JHD, or any person authorised in writing by JHD, access to any premises of the Contractor or any Subcontractor to:
 - (i) inspect wages books and timesheets; and
 - (ii) interview persons employed in connection with the Cleaning Services regarding their wages, hours and conditions of employment.

Industrial relations

7. The Contractor must:

- (a) promptly notify JHD of any:
 - (i) actual, threatened or likely industrial action or dispute; and
 - (ii) circumstances that might reasonably be expected to result in any industrial action or dispute;
- (b) give to JHD copies of all:
 - (i) orders, decisions, awards, directions and notices of listing of the Australian Industrial Relations Commission or other industrial tribunal; and
 - (ii) compliance notices from ACT WorkCover;
- (c) comply with all orders, decisions awards and directions of the Australian Industrial Relations Commission, any other industrial tribunal and ACT WorkCover; and
- (d) not prevent or hinder any person, engaged or employed in relation to the Cleaning Services, from joining a registered union under the *Workplace Relations Act 1996*.

8. Without affecting any other obligation under this Contract, in performing the Cleaning Services, the Contractor must ensure that it maintains a good industrial relations record by:

- (a) adherence to awards and formal industrial agreements;
- (b) adherence to National Wage Case principles;
- (c) prohibiting of "all in" or cash in hand payments;
- (d) compliance with good safety practice in accordance with relevant legislation and awards; and
- (e) refusing all claims for payment by employees for lost time due to strike action.

Occupational Health and Safety

9. The Contractor must, at its own cost, provide to its staff, and enforce the wearing and use of:
 - (a) safety goggles, respirators, protective coverings and other safety equipment, where workers are exposed to hazardous work situations;
 - (b) wet weather gear when required by working conditions;
 - (c) adequate personal clothing and footwear of sufficient strength and durability to be suitable for performing the Cleaning Services (which would prohibit the wearing of thongs and other open footwear); and
 - (d) where appropriate, sun protection clothing and screens.
10. Uniform clothing, including protective clothing, to be worn by the Contractor's staff must:
 - (a) be of a standard approved by the Project Officer, having regard to the prominence of the Site as a Parliamentary, ceremonial and tourist venue (but may include the Contractor's logo);
 - (b) worn by staff at all times when performing work under this Contract; and
 - (c) include identification of supervisors and leading hands.
11. To enable the maintenance of a safe work place and safe systems of work, the Contractor must:
 - (a) not do, or omit to do, anything which would constitute a breach by the Commonwealth of its obligations under the *Occupational Health and Safety (Commonwealth Employment) Act 1991*;
 - (b) having regard to the Hazard Identification Check-list and all other

relevant circumstances, prepare, implement, monitor and continually review, a safe work plan for its employees and Subcontractors:

- (i) indicating how all hazards relating to the Cleaning Services are to be identified and controlled; and
 - (ii) containing sufficient details to enable an informed assessment of the work plan to be made by the Project Officer;
- (c) identify, and report to the Project Officer, any work place hazards within the Site; and
- (d) comply with all laws relating to occupational health and safety.

12. The Contractor warrants that it has:

- (a) examined the Site and satisfied itself as to:
 - (i) the safety of the Site and all equipment, matters and things present at the Site; and
 - (ii) the steps required to ensure the health and safety of its staff and Subcontractors;
- (b) sought and examined all other information necessary to ascertain the risks, contingencies and other circumstances relating to the safety of its staff and Subcontractors in undertaking any part of the Cleaning Services and the establishment of safe systems of work.

Environmental Management

13. The Contractor must:

- (a) comply with the directions of the Project Officer in conformance with JHD's Environmental Management Plan; and
- (b) develop, implement and continuously review, its own environmental management strategy which ensures:
 - (i) the minimisation and, where possible, phasing out and elimination, of hazardous cleaning products;
 - (ii) the use of products and packaging made from recycled materials; and
 - (iii) the reduction and recycling of waste materials.

Training

14. The Contractor must:
- (a) develop a Training Program for its staff and, where appropriate, Subcontractors, including in the areas of:
 - (i) induction;
 - (ii) safe use of machines and chemicals;
 - (iii) correct procedures for application of chemicals; and
 - (iv) fire safety and emergency evacuation procedures;
 - (b) submit the Training Program to the Project Officer for his or her approval;
 - (c) amend the Training Program in accordance with any request by the Project Officer;
 - (d) during the Term, conduct the Training Program as approved by the Project Officer;
 - (e) advise the Project Officer where new products or procedures may be of benefit to the performance of the Cleaning Services;
 - (f) provide full facilities necessary for the carrying out of the Training Program;
 - (g) ensure that all staff and, where appropriate, Subcontractors are adequately trained in relation to new procedures and processes and the use of new equipment; and
 - (h) when requested by the Project Officer, provide evidence of the carrying out of training for all employees and Subcontractors engaged in the performance of the Cleaning Services.
15. The Contractor must:
- (a) appoint one of its supervisors as a Training Officer;
 - (b) ensure that the Training Officer:
 - (i) is fully versed in all aspects of the cleaning standards and procedures required under this Contract;
 - (ii) is appropriately trained, at least to the standard of The Australian Contract Cleaning Association "Contract

Cleaning Certificate" course;

- (iii) is able to speak, read and write the English language;
 - (iv) has a good knowledge of occupational, health and safety and other relevant legislation applying to the performance of the Cleaning Services;
 - (v) is technically competent in all aspects of the Cleaning Services including the use of machinery, equipment and chemicals; and
 - (vi) maintains frequent contact with various technical organizations within the cleaning industry; and
- (c) provide to the Training Officer, the facilities, access and information necessary for him or her to keep abreast of technical developments in the cleaning industry.

Schedule 6 - Business Plan

EXECUTED as an agreement.

EXECUTED for and on behalf of
COMMONWEALTH OF AUSTRALIA by

in the presence of:

Signature of witness

Name of witness

Commonwealth Signatory

EXECUTED by **LIMRO PTY LIMITED** in
accordance with Section 127 of the
Corporations Act 2001 (Cth):

Signature of Director

Name of Director

Signature of Secretary/other Director

Name of Secretary/other Director

EXECUTED by **BOB TRPESKI** as
Guarantor in the presence of:

Signature of witness

Name of witness

Signature of Bob Trpeski