



SHIRE OF DENMARK

GUIDELINES / INSTRUCTIONS

FOR

CONTRACTORS

ENGAGED IN COUNCIL WORKS

Reviewed August 2012

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1. FOREWORD

This set of instructions is not intended to be fully comprehensive but it does generally cover the Shire of Denmark's requirements for Contractors.

Your cooperation in the observance of these practices is a requirement of your work contract with the Shire of Denmark.

REMEMBER, SAFETY IS FOR EVERYONE'S PROTECTION. IF YOUR EMPLOYEES ARE INJURED, THEIR FAMILIES ALSO SUFFER.

2. INTRODUCTION

The guidelines contained in this set of instructions are specifically designed to conform with State Acts and Regulations, which may at any time cover contracted work performed within the Council's premises or Shire of Denmark boundaries.

If in any doubt, consult with the Council Representative in charge of the contract or works. This set of instructions is a support document with regard to the written or verbal agreement you the Contractor consented to, whilst working on Council's premises or for the Shire of Denmark.

The Shire of Denmark is a safety conscious Council and therefore expects its employees to work safely. It also expects its Contractors and their employees to conform to the same safety regulations and legislative requirements of the Occupational Safety and Health Act 1996 and Regulations.

3. GENERAL INSTRUCTIONS

3.1 *Induction and Occupational Safety and Health Policy*

Contractors employed by the Council shall provide a copy of their Occupational Safety and Health Policy and Induction procedure.

Contractors shall be given a copy of the Council's Occupational Safety and Health Policy Statement.

Contractors are required to induct all their employees into the workplace and the safety requirements of the work to be undertaken. The Council Representative in charge will also induct certain contractors.

Any person who is known to be on Council premises for an extended period (e.g. Auditors/Contractors) will be given basic directions/procedures on:

- i) what to do in case of emergency/evacuation (e.g. fire, bomb threat)
- ii) location of first aid facility
- iii) reporting of damage, loss and personal injury

3.2 **Qualifications or Licence**

Contractors MUST ensure that any task requiring a qualification or licence is allocated to a person or persons who can clearly identify themselves as having such qualification or licence as required to complete the task. If designated plant is to be used, it MUST have a current licence from Transport, WORKSAFE WA or an eligible inspector for the operation of the machine/equipment for the task designated.

3.3 **Accident Prevention**

If you are in any doubt on a safety and health matter ASK THE COUNCIL REPRESENTATIVE IN CHARGE. Do not put yourself at risk. Please report any conditions that you consider wrong or hazardous.

ACCIDENTS DON'T HAPPEN THEY ARE CAUSED

To prevent accidents you must:

- Always be alert and observant
- Think before you act
- Consider the outcome of your actions
- Consider those working near you
- Make proper use of protective clothing and equipment
- Observe safety regulations
- Follow carefully the instructions of the Council Representative
- Keep your work area tidy
- Keep your tools and equipment in good condition
- Adopt a positive attitude to safe working
- Comply with Legislative requirements and Codes of Practice
- Have regard for the wider public and their safety

3.4 **Fire Protection**

- Fire extinguishers, hydrants and hose reels are situated throughout Council premises. Familiarise yourself with the location of these, the type of fire they are designed to fight and their method of operation. If you do not know these points, a minor fire could become a major one.
- Report all fires immediately. If it is safe to extinguish the fire, do so.
- Fire extinguishers must be kept free of obstructions at all times.
- If you use a fire extinguisher, report it to the Council Representative in charge so that he/she can arrange a replacement.

- Fire hoses should not be used for any other purposes, however, where permission is given such hoses must be correctly dried and returned to the appropriate storage area.

REMEMBER

Carbon Dioxide (red/black band)

Used for electrical and flammable liquids.

Dry Powder (red/white band)

Used for electrical and flammable liquids.

ABE (red)

General purpose use (solids, liquids, electrical).

Water Pressure (all red)

Used for non-electrical and non-flammable liquids.

NOTE:

Fire extinguishers have about half a minute duration once activated, so ensure you are at the fire scene before activating a fire extinguisher.

3.5 *Know the place in which you work*

Get to know the emergency procedure and communication protocols within your particular section from the Council Representative in charge.

Know where the first aid facilities are.

Do all within your control to keep your work area and the places you use in a clean and tidy condition. The job in hand is always easier to do if conditions affecting it are well controlled.

3.6 *Traffic Control and Signs*

All Contractors and their employees must be qualified in Basic worksite traffic management. The supervisors must be qualified in Advanced worksite traffic management.

Traffic Management Plans must be submitted and approved prior to commencing any work which impacts upon or affects any part of the road reserve.

Appropriate Traffic Control road signage as required by the Road Traffic Code 2000 must be used, in accordance with Australian Standards AS1742.3-1996 and AS1742.10-2000, to protect the public and employees. **The successful contractor(s) shall be responsible for supplying, erecting and maintaining all signs for this contract in accordance with the Road Traffic Code (2000), AS1742.3-1996 and AS1742.10-2000.**

Safety and other signs are clearly posted on Shire of Denmark premises. All signs shall be observed and their advice strictly adhered to by all personnel.

If you are unsure contact the Council Representative in charge for guidance.

3.7 Isolation Procedures

Construction equipment and plant which is tagged out by having a "Danger" tag or "Out of Service" tag attached to any control, switch, valve or other activator is "under no circumstances" to be energised, used or operated.

In every case: where there is any risk to a worker, the unit (and all associated drives) must be isolated in accordance with the "ISOLATION PROCEDURE".

4. VEHICLES

All vehicles that are subject to licensing requirements shall be licensed and must carry a minimum of third party insurance coverage.

When on Council premises, reserves or work sites:

- Contractors' vehicles shall have appropriate flashing amber beacons, visible from all sides, when operating within or near the work zone.
- Contractor work vehicles are limited to the job requirements only.
- Contractors and their employees are to park private vehicles in appropriate carparks.
- All speed limits to be observed whilst travelling on Council roads and worksites.
- No vehicles are permitted in areas where identified by the Council Representative as "out of bounds".

5. CONTRACTORS' TOOLS AND EQUIPMENT

Contractors will provide the equipment essential to the performance by them of their contract obligations. All tools and machinery will be maintained in good working order in accordance with Worksafe WA and Shire of Denmark requirements.

The Shire of Denmark does not accept liability for the loss or damage to contractor's equipment.

6. PUBLIC OR PRIVATE PROPERTY

Contractors shall inform themselves of service utilities plant/equipment locations above and below ground level prior to commencement of any on-site work.

Damages to any public or private property are the sole responsibility of the Contractor. Any such damages shall be reported to the Council Representative immediately.

7. EQUIPMENT DELIVERIES

Contractors are to make all arrangements for delivery, off loading and storage of equipment, etc., prior to its arrival on site with the Council Representative in charge.

The Shire of Denmark will not be responsible for off loading or delays in equipment delivery, unless prior arrangements have been made.

All delivery documents for equipment and services charged directly to the Shire of Denmark must be handed to the appropriate Council Representative to confirm receipt of same.

8. ELECTRICAL HAZARDS

All electrical work to be conducted on any Shire of Denmark site will be carried out in accordance with Western Power and Worksafe WA regulations and CASA regulations, Aerodrome Manual.

9. WELDING AND CUTTING

The Contractor shall ensure that all work requiring the use of welding, cutting, grinding or naked flames is done in accordance with Worksafe WA regulations.

All of the rules covering permits, fire watch personnel, flammable material, screening and protective equipment will be complied with by the Contractor in accordance with Worksafe WA regulations.

10. WORK SITES

Where the provision of barriers, site protection for danger areas and overhead protection is required, it will be carried out to Worksafe WA requirements. Where applicable a Traffic Management Plan may also be required to be submitted to the Council Representative.

Excavations will be discussed with the Council Representative and checks against site plans confirmed before digging will be permitted to commence.

11. OPERATING EQUIPMENT

Contractors' employees are not permitted to operate Shire of Denmark equipment.

All machinery and/or mobile equipment that is subject to license or certificates of competency will not be operated on site unless the operators have the appropriate endorsements.

12. PLANT AND MACHINERY

Locks and/or appropriate tags shall be used to isolate hazardous plant and machinery if work is to be carried out on that plant or machinery.

Do not remove any safety guards or isolation equipment without permission of the Council Representative in charge.

13. HOUSEKEEPING

All work places shall be kept in a clean and tidy condition.

14. SCAFFOLDING AND LADDERS

All scaffolds and ladders will be constructed and used in accordance with Worksafe WA regulations.

15. SAFETY HELMETS

Safety helmets must be worn in areas where designated by the Council Representative.

16. EYE SAFETY

Safety glasses must be worn in defined eye protection areas. They should also be worn whenever there is a risk of damage to eyes, eg: grinding, chipping etc.

17. FOOTWEAR

Safety boots shall be worn at all times when working around heavy plant and machinery.

18. CLOTHING

Protective clothing required by law must be worn. Such determination will be made by the Council Representative in charge, eg: Respiratory protection.

Flourescent safety vests shall be worn at all times when working on or near roadways.

19. HEARING CONSERVATION

Hearing protection such as ear muffs or ear plugs are acceptable. Contractors are to supply their employees with such devices where required.

The contractor will be required to comply with its obligations to the "Noise Control" regulations.

20. FIRST AID

It should be noted that Worksafe WA regulations require Contractors to provide their own first aid facilities and personnel (Reg. 327).

All injuries must be reported to the Council Representative in charge.

21. GAS CYLINDERS

Ensure all gas cylinders are stored and secured in a safe place and condition, and in the upright position away from heat.

22. HAZARDS

The Shire of Denmark has its own hazard identification and reporting procedure which contractors will be required to comply with.

It is essential that all workers participate in the identification of hazards and then assist with the elimination of these workplace hazards.

In every case, it is important that the workplace should not become a hazard to workers just because of poor housekeeping. Clean it up Regularly!

Report any hazard to the Council Representative in charge.

23. PRACTICAL JOKES

Practical jokes and skylarking have been the cause of many "On the job" injuries and for this reason they are banned at all Shire of Denmark sites.

24. INTOXICATING LIQUOR AND DRUGS

The Contractor will not be permitted to enter the site with any intoxicating alcohol, or drugs, or at any time that he or his employees are adversely affected by alcohol or drugs.

All persons found to be under the influence of liquor or drugs, will be directed to leave the site immediately.

25. DISCIPLINARY ACTION

Any Contractor or his employee contravening the Shire of Denmark's regulations may be required to leave the premises or work site and may be refused re-entry.

The said contract may become null and void.

26. CONFINED SPACE

Before entry to a confined space is permitted the Contractor must ensure that all the appropriate isolation procedures are carried out, as per the direction of the Council Representative in charge and in proper procedure as per the Australian Standard 2865, 1986.

27. OCCUPATIONAL SAFETY & HEALTH (Policy P140302)

Objective

To ensure that so far as is practicable, a working environment is maintained in which employees/volunteers are not exposed to hazards.

Policy

This policy recognises that the safety and health of all employees/volunteers within the Shire of Denmark is the responsibility of Council management and employees/volunteers.

All accidents or hazards that occur within the workplace, or identified hazards, that result or may result in personal injury shall immediately be reported, through the employee's/volunteer's supervisor using the Accident, Incident, Hazard Report Form.

Where the situation requires immediate action it is the relevant Manager's responsibility to progress resolution as well as ensure the matter is referred to the Occupational Safety and Health Committee.

As per the Occupation Safety and Health Act 1984, the objective of this policy is to:

- Promote and secure the safety and health of people working for the Shire of Denmark;
- Protect people at work from hazards;
- Assist in securing a safe and hygienic working environment;
- Eliminate, reduce and control hazards;
- Encourage co-operation and consultation between the Shire of Denmark and employees/volunteers; and
- Promote education and awareness of occupational safety and health.

PROCEDURES

Management

The safety and health duties of Management at all levels will be detailed and Council procedures for training and back-up support shall be followed. In fulfilling the objectives of this policy, management is committed to regular consultation with employees to ensure that the policy operates effectively and that safety and health issues are regularly reviewed.

Recognising the potential risks associated with hazards that may be present, Council will take practicable steps to provide and maintain a safe and healthy work environment for all of its employees/volunteers.

RESPONSIBILITIES

Under this policy, OSH Responsibilities are defined as;

RESPONSIBILITIES OF THE CHIEF EXECUTIVE OFFICER (CEO):

The CEO is responsible for the implementation and monitoring of OSH.

RESPONSIBILITIES OF EXECUTIVE MANAGEMENT AT ALL LEVELS ARE:

- In fulfilling their responsibility, management has a duty to provide and maintain, so far as is practicable, a working environment in which employees/volunteers are not exposed to hazards.
- Responsible for the effective implementation of the Council's safety and health policy.
- Must observe, implement and fulfil its responsibilities under Acts, Regulations and Standards which apply to Local Government.
- Must ensure that the agreed procedures for regular consultation between management and those with delegated and elected safety and health responsibilities are followed.

- Must make regular assessments of safety and health performance and resources in co-operation with those persons having delegated and elected safety and health function;
- Must ensure that all specific policies operating within the Council eg fire and evacuation, procurement, training, first aid and safe systems of work, are periodically revised and are consistent with Council's safety and health objectives and current Acts, Regulations and Standards.
- Must provide information, instruction, training and supervision for all employees/volunteers in the correct use of plant, equipment and substances used throughout the Council.
- Must ensure that safe work practices and procedures (safe work method statement) are documented and implemented.
- Must ensure that line management/supervisors and delegated persons in control of the workplace conduct regular work place inspections, risk assessment and hazard identification.
- Must within a specified timeframe be informed of all incidents and accidents occurring on Council premises, to Council employees/volunteers and/or to Council plant and equipment, so that safety and health performance can be investigated and improved through the adoption of hierarchy of hazard controls.
- Measure occupational health and safety performance regarding all hazards, near misses and injuries and then to use these outcomes as a consideration factor when purchasing new equipment and/or designing work practices.
- Must ensure that all line management/supervisors are actively involved in hazard management and risk assessment activities.
- Must ensure that Safety & Health Representatives are able to carry out their legislated duties. (S. 33 OSH Act).
- Must actively promote and participate in the Work Injury Management program.

***RESPONSIBILITIES OF THE
LINE MANAGER/SUPERVISOR/GROUP/ LEADER:***

- Ensure employees, volunteers and contractors have a safe place of work in which to work.
- Ensure the active promotion of safety and health controls, mechanisms and prevention programmes.
- Ensure all hazards are identified, risk are assessed and controlled.
- Ensure employees/volunteers have safe methods of performing the required tasks.
- Ensure employees/volunteers are adequately trained and assessed as competent.
- Ensure employees/volunteers are adequately supervised.
- Actively promote and participate in the Work Injury Management Program.

Line Manager/Supervisor/Delegated Persons in control of the workplace are required to:

- Accept responsibility of safety management in their work places.
- Lead by example.
- Wear and enforce the use of personal protective equipment.
- Recognise potential hazards and ensure appropriate remedial action in line with the risk/hazard hierarchy of controls.
- Investigate safety issues, provide feedback and close out the issue.

- Be conversant with the OSH legislation, Australian Standards, Codes of Practice and Guidance Notes relevant to the work place.
- Investigate accident/incidents and near misses and ensure action is taken to control the cause(s).
- Liaise with the safety representatives.
- Recommend training as required and assess competency following training.
- Undertake safety inspections on a regular basis.
- Ensure safe work methods and procedures are documented, implemented and being followed by employees/volunteers.

EMPLOYEES/VOLUNTEERS RESPONSIBILITIES:

- Conform to the duty of care requirements ensuring their own safety and that of others through the prevention of any adverse acts or omissions.
- Must comply with the safety procedures and directions agreed between management and employees with nominated or elected safety and health representatives.
- Must not wilfully interfere with or misuse items or facilities provided in the interests of safety and health of Council employees/volunteers.
- Must use, store and maintain items, equipment and facilities provided in the interests of safety and health (protective clothing, machine guards, first aid provisions etc) in a manner in which he/she has been properly instructed.
- Must, in accordance with Council procedures for accident and incident reporting, report potential and actual hazards and accidents/incidents to their supervisor and/or safety and health representatives within a specified timeframe.
- Must cooperate with the employer in the carrying out of their obligations (S 20 OSH Act).
- Must comply with the Council Work Injury Management Program.

SAFETY REPRESENTATIVES RESPONSIBILITIES:

- Ensure that inspections are carried out in the area they represent.
- Investigate accidents and incidents with the management.
- Keep himself or herself informed with information provided by the employer.
- Report hazards to the employer.
- Refer matters to the safety and health committee which have not been resolved through the issue resolution procedure.
- Consult and cooperate with the employer.
- Liaise with employees.

SAFETY COMMITTEE RESPONSIBILITIES:

- Facilitate consultation and cooperation between management and employees to ensure the smooth operation of the safety management program.
- Remain informed as to current relevant Legislation, Codes of Practice, Australian Standards and comparable industry standards through communication, education and training.
- Develop effective strategies and action plans for the continuous improvement of the Safety Management Program.

- Offer recommendations to management on improvements to safety and health practices, rules, procedures and any other matter relating to the safety and health of employees, contractors and visitors.
- Offer recommendations to management on the allocation of resources required to achieve agreed objectives and goals with relation to safety and health.
- Ensure the assessment of all potential risks associated with operations and activities to develop and implement effective risk control strategies.
- Ensure the provision of an effective hazard management system designed to identify, eliminate, reduce or transfer existing hazards through the adoption of the hierarchy of controls.
- Ensure risk/hazard controls are monitored and reviewed for their effectiveness.
- Review outcomes against agreed Key (Positive) Performance Indicators.

SAFETY COMMITTEE MEMBERS RESPONSIBILITIES:

- Attend meetings.
- Prepare and present reports as requested by the committee.
- Review reports of hazards and control measures.
- Review investigation reports of accidents/incidents and preventative strategies.
- Review policy/procedural changes to ensure effectiveness.
- Monitor and review hazard controls for effectiveness.
- Develop strategies to improve safety and health systems.
- Identify existing and potential hazards in the workplace and perform risk assessments to prioritise actions.
- Evaluate safety of plant, equipment and chemicals prior to purchase.
- Refer any unresolved issues to committee for discussion and resolution.
- Undertake listed actions in a timely manner.
- Actively promote safety and health in the workplace.

28. INSURANCE

Every Contractor will carry adequate insurance coverage for:

- Workers Compensation
- Motor Vehicles and Mobile Equipment
- Public Liability
- Personal Accident (Self-employed Contractors only)
- Employees Indemnity with Common Law extension cover
- Construction Risk

The Shire of Denmark requires the name of the insurer, policy number, value of the policy and expiry date. This information is to be stated on the attached Contractor's Safety Agreement and returned to the Shire of Denmark prior to the commencement of the contract.

- 28.1 The Contractor covenants that it shall take out and maintain insurance for all workers (as the term worker is defined in the Workers Compensation and Rehabilitation Act 1981), being all such insurance as is or may be required by the Act from time to time and the Contractor shall ensure that insurance is current throughout the duration of the Contract.
- 28.2 The Contractor is required to produce to the Council Representative a certificate of currency of insurance referred to in Clause 27.1 prior to or at any time during the term of the Contract.
- 28.3 If in the reasonable opinion of the Council Representative the insurance of the Contractor referred to in Clause 27.1 is not adequate, the Council Representative may require the Contractor to obtain and maintain further insurance. The Council Representative may terminate or suspend the operation of the Contract if the insurance of the Contractor required by Clause 27.4 is not adequate to the reasonable satisfaction of the Council Representative or if that insurance lapses, ceases, is suspended, prejudiced or is otherwise inadequate in the opinion of the Council Representative before or at any time during the Term of the Contract.
- 28.4 The Contractor covenants that it shall take out and maintain adequate public liability insurance. The absolute minimum acceptable to Council will be five million dollars (\$5,000,000).
- 28.5 The Contractor is required to produce to the Council Representative a Certificate of currency of insurance referred to in Clause 27.4 prior to or at any time during the term of this Contract.

29. INDEMNITY

In consideration of the Council accepting the Contractor covenants to guarantee the due observance and performance of all terms and conditions expressed or implied in the Documents and also hereby indemnify the Council and agrees to keep it indemnified from and against all loss, damage, costs and expenses suffered or incurred by the Council directly or indirectly by reason of any breach or non-performance by the Contractor of any such terms and conditions on the part of the Contractor to be observed or performed or, without limiting the generality hereof, by reason of any act or omission on the part of the Contractor that leads, directly or indirectly, to the Council incurring liability to a third party on the grounds of public liability for negligence or contributory negligence, including common law claims associated with the preparation or performance of works.

The Contractor further agrees that:-

- a) This guarantee and indemnity shall continue for the duration of the Agreement and for any extension or renewal thereof and shall extend to the acts and defaults of the Contractor during such duration, extension, renewal.
- b) The liability of the Contractors is both joint and several and the Council may proceed against any Guarantor without first having proceeded against the Contractor without affecting the liability of the Contractors as herein provided.

- c) The liability of the Contractors shall not be abrogated, prejudiced or affected by the granting of extension of time, credit or any indulgence or concession to the Contractor or by any compounding, compromise, release, abandonment, waiver, variation, relinquishment or renewal of any contractual rights, duties, guarantees or indemnities on the part of the Contractor or by any omission or neglect or by any other dealing, matter or thing which but for this provision could or might operate to abrogate, prejudice or affect the guarantee or indemnity it being the intention of the parties hereto that the guarantee and indemnity and obligations of the Covenantor herein shall be absolute and unconditional in any and all circumstances.
- d) This guarantee and indemnity herein shall and will not be affected by any acts, omissions or mistakes on the part of the Council Representative.
- e) Until the Council shall have received in full all works/goods due from the Contractor under this Agreement, the Contractors shall be bound by this guarantee and indemnity and in the event of becoming bankrupt or entering into any scheme or arrangement in favour of creditors or, being a company, entering into liquidation either voluntarily or involuntarily, the other parties shall not be entitled to prove or claim against the official receiver or liquidator in competition with the Council so as to diminish any dividend or any payment which the Council may receive but may prove or claim for and on behalf of the Council if so authorised by the Council and any such proof or claim by or on behalf of the Council shall not prejudice or affect the right of the Council to recover from the Contractors any sums of money to be made by the Contractors to the Council under this Agreement.
- f) This guarantee and indemnity is to continue to be binding upon the Contractors notwithstanding:
 - i) the death, bankruptcy, insolvency or liquidation (as the case may be) of any or all of the Contractors;
 - ii) any change or alteration in the constitution of the Council or any Covenantor; and
 - iii) the happening of any matter or thing which under the law relating to sureties would but for this provision have the effect of releasing the Contractors from this guarantee or of discharging this guarantee and indemnity;
- g) In the event of any part of this Agreement being severed in accordance with the provisions in that behalf contained or implied in this Agreement, then the Contractors shall not be entitled to rely on or claim the benefit of any such severance.

PLEASE COMPLETE AND RETURN

30. CONTRACTORS SAFETY AGREEMENT

On behalf of the Contractor named below, I do confirm that a copy of the Shire of Denmark "GUIDELINES/INSTRUCTIONS FOR CONTRACTORS" booklet, summarising rules and conditions under which this contract is issued, has been given to me.

I do acknowledge that I and all persons employed by the Contractor will be required to comply with the Shire of Denmark's operating rules and that failure to do so will be sufficient grounds for cancelling the contract should the Shire of Denmark choose to exercise this option.

Contractor's Name: _____

Business Address: _____

_____ P/Code : _____

Postal Address: (If different to above) _____

_____ P/Code : _____

Telephone No: _____ A/Hours: _____

	YES	NO
Contractor Status: EMPLOYER	_____	_____
SOLE TRADER	_____	_____

(Please tick appropriately)

Contractor representative's signature:

_____ Date: _____

Shire of Denmark representative's signature:

_____ Date: _____

PLEASE COMPLETE AND RETURN

31. INSURANCE POLICY DECLARATION

Contractor's Name: _____

TYPE OF POLICY	INSURER	POLICY NO.	EXPIRY	VALUE
Workers Comp.				
Public Liability				
*Motor Vehicle				
Personal Sickness & Accident Insurance				
Employers Indemnity				
Construction Risk				

I, _____ hereby confirm that the above details are correct.

***NOTE: The policy must include all of the vehicles to be brought onto site by the Contractor.**

Signed: _____

Dated: _____

Contractor's documentation sighted and confirmed: _____

(Shire of Denmark Representative)

Copies of the above-stated policies must be forwarded with this declaration.