

Mine Site Safety Rules

1. GENERAL

- 1.1. The Contractor and all Personnel will comply with the Company's Safety and Health Management Plan, Company's Safety Management System ("**SMS**") and Mine Training Scheme.
- 1.2. The Contractor will operate under the Company's SMS. If the Contractor has its own SMS, at or equal to the standard of the Company's SMS and they wish to work under Contractor's SMS, then the Contractor must provide its SMS to the Company for Company's approval, which the Company may give or withhold at its own discretion. The Contractor shall have an SMS that includes Safe Operating Procedures ("**SOP**") Work Procedures ("**WP**") and Work Instructions ("**WI**"). The Contractor may be directed to develop or modify their SMS to meet the Company's standards.

The Contractor shall develop or provide Work Method Statements ("**WMS**") relevant to the tasking required for the Contract.

The Contractor will be required to assist with an SMS gap analysis to identify any operational requirements which fall outside the Curragh Mine SMS. The gap analysis will be signed off by the health, safety and training ("**HST**") manager and contract administrator.

An audit of the Contractor will be conducted by the HST department to identify SMS and Contract compliance.

- 1.3. The Contractor is responsible for the safety, health and welfare of persons employed on the Services including the employees of any subcontractors and consultants. A reference to 'Contractor' includes a reference to Subcontractors and Consultants engaged by the Contractor.
- 1.4. The Contractor shall comply with the provisions of the *Coal Mining Safety and Health Act 1999* (Qld) and the *Coal Mining Safety and Health Regulations 2001* (Qld) ("**Act**"). Where this Act is not relevant to the Services then the provisions of the *Workplace Health and Safety Act 1995* (Qld) and attendant Regulations; as well as the Mine Management Schemes or the relevant Australian Standard or Worksafe Code of Practice shall apply. In addition, the Contractor shall, where directed, comply with directions of the Senior Site Executive ("**SSE**") and Mine Officials.
- 1.5. The Contractor shall ensure suitable first aid kits are readily available for emergency treatment of injuries. The first aid kits are to be to a standard approved by Company's Senior Health and Safety Co-ordinator. When specified by the Company's Representative the Contractor shall ensure that one of its employees on the Site at all times during working hours is the holder of a current first aid certificate. The Contractor shall ensure that all injuries are reported to the Company's medical centre and following emergency treatment the casualty is taken to the Company's medical centre for follow up treatment and or referral to appropriate medical attention and reporting procedures.
- 1.6. The Contractor shall specifically ensure that all of the Personnel wear suitable work clothing, safety footwear, safety glasses and safety hard hats (each of which must comply with the relevant Australian Standard) and these

shall be worn at all times while engaged upon work on the Site. Rules relating to Site use of Personal Protective Equipment are described in GEN 033 Use of Personal Protective Equipment and GEN 033 is available from Company's Senior Health and Safety Co-ordinator.

2. GENERAL SAFETY PROVISIONS – INCIDENT/ACCIDENT REPORTING AND INVESTIGATION

2.1. In the event of a crisis or any other incident on Site the Contractor shall not release any details of the incident to any third party without the consent of the SSE. The SSE is the Site spokesperson and the Wesfarmers Resources Managing Director is the offsite spokesperson.

2.2 Site incident/accident reporting and investigating procedures are described in SMS 023 Incident/Accident and Reporting and Investigation and are applicable to all Contractors involved in incidents or accidents on Company's Site. A copy of SMS 023 Incident/Accident and Reporting and Investigation is available from Company's Senior Health and Safety Co-ordinator.

2.3 In the event of an accident resulting in one of the Contractor's or subcontractor's employees being absent from the Site for one or more shifts, then:

On the day of the accident the Contractor shall ensure the person involved reports to the Company's medical centre for treatment and should provide in writing the following information to the Company's Representative:

- the name(s) of the injured person/people;
- the cause of the accident;
- the nature of the injuries; and
- the length of time the person/people will be absent from the Site.

2.4 The Contractor shall report to the Company's Representative and HST Department Senior Health and Safety Co-ordinator, all incidents which result in:

- referral of Personnel to a doctor;
- any accidental fire;
- any near miss or significant incident; or
- equipment damage.

These shall be reported immediately after the occurrence of such incident.

2.5 The Contractor shall investigate all such incidents and accidents (2.3 and 2.4) to a standard that will enable the actual cause or causes to be established. The Contractor will then ensure all practical steps are taken to prevent recurrence of the incident, to the satisfaction of Company's Representative.

2.6 At the completion of each month, (the closing dates of which will be nominated by the Company's Representative), the Contractor shall submit in writing a report for the month detailing:

- total number of lost time injuries;
- total number of days lost due to accidents or occupational illness;
- number of first aid cases;
- number of Personnel referred to a doctor;
- total number of hours worked by Personnel;
- details of any Personnel placed on restricted duties; and
- KPI's required under the Contract.

2.7 At the completion of each week the Contractor shall advise the Health and Safety Assistant of total hours worked in the previous week. This information is required before 10:00 AM each Monday.

2.8 The provision of this clause shall apply to, and be binding upon, any subcontractor employed by Contractor for any part of the Services on Site, and the persons employed by such subcontractor.

3. FIRE PRECAUTIONS

- 3.1 The Contractor must supply and maintain on Site for the duration of the Contract, adequate fire protection equipment for emergency use. Any fire protection equipment for emergency use in the Contractor's temporary facilities will be at the Contractor's cost and must be removed on completion of the Contract. The facilities must include the provision of an adequate number of suitable fire extinguishers in readily accessible positions in and around all temporary work areas, crib rooms and offices.
- 3.2 In addition, each vehicle used by the Contractor upon or about the Site where the Services are being performed, shall be fitted with at least one fire extinguisher to a standard that is acceptable to Company's HST Department Senior Health and Safety Co-ordinator.
- 3.3 All Heavy Mobile Equipment ("HME") shall have AFFF fire suppression and automatic engine shutdown system fitted to the satisfaction of the Company. The system is to be serviced every 3 months by an accredited fire maintenance Contractor with copy of the maintenance reports forwarded to the Company's Senior Coordinator for Maintenance Emergency Preparedness. SMS 014 details the requirements for plant identification, inspection and testing.

4. LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY

- 4.1. The safety of the public and employees shall be paramount. The Contractor shall execute and maintain the Services so that damage, loss or injury to any person shall not be occasioned resulting from the execution of the Services, or to any public or private property, including the damage, loss or injury to any structure, building, service, facility or amenity thereon or therein, howsoever caused or occasioned.
- 4.2 The Contractor shall at all times take all necessary precautions and arrange and perform the Services in such a manner as will protect the safety and continuity of the Services, and for such purpose the Contractor shall confer and cooperate with the Company's Representative on all matters connected therewith.

5. EXPLOSIVES AND EXPLOSIVE TOOLS

- 5.1. The use of explosives, "Ramset" guns and other explosive devices will not be permitted without the prior written approval of the Company's Representative. When approved for use, such devices shall only be operated by fully qualified and licensed personnel, and in accordance with the rules and regulation governing their use. The Contractor shall be responsible for any claims for damage or injury resulting from the use of such items.

6. DEFECTIVE EQUIPMENT

The Company's Representative may prohibit the use of any equipment that, in his opinion, is faulty or defective and, if necessary, direct that such equipment be repaired at the Contractor's or Subcontractor's expense before it is used further on the Services.

7. SAFETY PRECAUTIONS

Safety precautions, as applicable, shall include, but not be limited to, instructions in accident prevention for all employees (including, where necessary, care and the use of explosives). The Contractor shall be responsible for providing lookouts, adequate traffic control, such machinery guards, safe walkways, scaffolds, ladders, bridges, gang planks, signs and other safety devices, equipment and apparel as are necessary to prevent accidents, injuries or fires, and adequate facilities for the proper inspection and maintenance of all safety measures.

8. INDUCTION

- 8.1. Each employee of the Contractor and each employee of any Subcontractor or Consultant engaged by the Contractor must attend a Site General Safety Induction course prior to commencement of the Services. This will be a minimum of four hours duration during normal working hours. The time and cost to complete the Company's site inductions shall be borne by the Contractor.
- 8.2. An area specific induction will be conducted by the Company for areas of the Site they deem necessary. The time and cost to complete the Company's area specific site inductions shall be borne by the Contractor.
- 8.3. All Personnel will hold a current Generic Open-Cut Coal Mine Induction Passport, prior to commencement of the Services. Requirements for visitors are specified in SMS 012.

9. HAZARDOUS SUBSTANCES

- 9.1. The Contractor must not bring on to the Site any hazardous substance of any nature or description whatsoever except as provided in this clause.
- 9.2. Subject to clause 9.1, the Contractor shall, in writing, notify the ChemAlert Site Administrator appointed by the Mine Manager of the Site of:
 - (a) the hazardous substance which the Contractor wishes to bring on to the Site setting out the trade name, the chemical names of all constituents and the approximate proportions of those constituents;
 - (b) the purpose for which the Contractor intends to use the hazardous substance setting out the reason why the hazardous substance is necessary for the carrying out by the Contractor of the services;
 - (c) the location in which the Contractor intends to store and use the hazardous substance; and
 - (d) the proposed method of disposal of the hazardous substance.
- 9.3. The ChemAlert Site Co-ordinator shall then advise the Contractor whether the Contractor shall be permitted to bring the hazardous substance on to the Site.
- 9.4. If permission is granted by the ChemAlert Site Co-ordinator to bring the hazardous substance on to the Site, then the Contractor shall:
 - (a) store, use and dispose of the hazardous substance in accordance with its notification to the ChemAlert Site Co-ordinator; and
 - (b) after using or otherwise disposing of the hazardous substance, notify the ChemAlert Site Co-ordinator in writing of the date and use or method or disposal of the hazardous substance and the name of the person responsible for the use or disposal of the hazardous substance.
- 9.5. For the purpose of this clause, hazardous substance means:
 - (a) a substance classified in the Australian Code for the Transport of Dangerous Goods by Road and Rail published in the Commonwealth of Australia Gazette No. 651, 7 April 1987 (as amended);
 - (b) a poison as defined in the *Health (Drugs and Poisons) Regulation* 1996 (Qld);
 - (c) a hazardous substance defined under the *Environmental Protection Act* 1994 (Qld);
 - (d) a hazardous substance defined under the Open Cut Mine Rules of 1964;
 - (e) a substance which is a dangerous good under the *Transport Operations (Road Use Management) Act* 1995 (Qld);
 - (f) a substance which is a prohibited substance as defined by section 79 of the *Local Government Act* 2009 (Qld); or
 - (g) any substance which has a potential, through being used at work, to harm the environment or the health or safety of persons at the workplace;

- (h) any substance which is determined by the ChemAlert Site Coordinator to warrant registration.
- 9.6. If permission is granted pursuant to Clause 9.3, the Contractor shall at all times remain responsible for such hazardous substance and nothing in this clause shall relieve the Contractor of any liability in respect of such hazardous substance and the Contractor shall indemnify the Company in respect of any claims from any third party as a consequence of the Contractor using, storing or disposing of such hazardous substance on to the Site.

10. WELDING CABLE

Only those cables complying with AS1955-1977 and consisting of R-CSP-90 elastomer covering are permitted to be used on the Site.

11. COMPLIANCE

The Contractor shall be deemed to have made full provision for compliance with the provisions of this exhibit and failure to do so will be rectified at the expense of the Contractor.

12. ROUTINE HEALTH ASSESSMENT FOR OPERATORS OF MOBILE EQUIPMENT

- 12.1 The Contractor must comply with the following conditions prior to commencement of the Services.
- 12.2 In accordance with the Act, the Contractor must supply for each employee that will operate any mobile equipment, including a light vehicle on the Site:
- a) evidence of the employee undertaking a health assessment within the last five years to determine that his or her blood pressure, hearing and vision meet the standards established for these items in the Queensland Coal Board (“**QCB**”) health assessment, or other standard set by the Chief Inspector of Coal Mines; and
 - b) in the event of an abnormality being detected, or at the discretion of the SSE, a person may be required to undertake a partial medical examination in accordance with the standard.
- 12.3 Non-compliance with paragraph 12.2(a) will cause the Contractor's site authorisation for that employee to be withdrawn.
- 12.4 The evidence required in paragraph 12.2(a) must be provided in writing or alternatively, by providing written permission to the Company's Nominated Medical Advisor allowing him/her to contact the Contractor's employee's medical doctor or the QCB to obtain such evidence.
- 12.5 The Queensland Coal Industry Employee's Health Scheme requires all personnel whose principal place of employment is a Coal Mine to undertake a Coal Board Medical examination prior to commencement of work on a Coal Mine. The Contractor must ensure that all of its employees who fall into this category complete the required medicals.
- 12.6 The Company has a zero theft policy. Vehicles entering and leaving the Site may be subject to random inspection by the Company's contracted security company.
- 12.7 The following terms of entry apply to the Contractor or visitors to the Site:
- (a) It is a condition of entry by the Contractor and its employees and agents that the Company's contracted security company may search vehicles belonging

to the Contractor or its employees or agents whilst the vehicles are on Site and upon entry to or exit from the Site;

- (b) The Contractor authorises and consents to vehicle searches in accordance with this requirement;
 - (c) The Contractor will be responsible for advising all of its employees and agents of this requirement;
 - (d) The Company may take any lawful steps to remove or exclude any individuals who fail to comply with this requirement at any time;
 - (e) If the Company advises the Contractor that an individual has been excluded, the Contractor will not permit that individual to carry out any further work at the Site or for the Company unless the Company revokes the exclusion; and
- 12.8 Nothing that the Company does in the application or enforcement of these procedures will amount to a breach of any arrangement or contract entered into between the Company and the Contractor, or will result in any Claim by the Contractor to the Company or liability of any kind of the Company to the Contractor.
- 12.9 The SMS provides that all persons performing work on the Site will be required to attend Induction Training. This induction will include mandatory alcohol & drug testing by way of breathalysers and urine analysis. All attendees will be required to carry out these tests prior to commencing the Work. Copies of the Company's Drug & Alcohol Policies may be obtained from the Company's Safety Department. It is the responsibility of the Contractor to notify their employees of these policies and procedures prior to their attendance on Site.
- 12.10 The Contractor will be required to participate in random drug and alcohol testing. Should the laboratory analysis prove the drug sample is positive, the Contractor's employment at the Site may be terminated. The Company will back charge the Contractor for all costs incurred for all positive tests.
- 12.11 The Contractor will bear all costs associated with random drug tests, testing both positive and negative, and those random alcohol tests testing positive.

13. VEHICLES, PLANT AND EQUIPMENT

- 13.1 The Contractor is responsible for maintaining its and its Subcontractor's vehicles, plant and equipment in an operationally safe and roadworthy condition. The Company and/or the Company's Representative shall have the right to inspect any of the Contractor's or its Subcontractor's vehicles, plant and equipment at any time, and if such an inspection reveals defects which in the opinion of the Company and/or the Company's Representative render the vehicles, plant and equipment unsafe or unroadworthy, the Company's Representative shall direct the vehicles, plant and equipment concerned be removed from the Site and the Contractor shall remove it from the Site on receipt of such a direction at its own cost. The Contractor shall pay the costs of any vehicle inspection by or on behalf of the Company or the Company's Representative which reveals that in their opinion a vehicle is not in an operationally safe and roadworthy condition.
- 13.2 Drivers of all vehicles must be 18 years of age or over, must hold a current driver's licence and comply with any traffic regulations imposed by the Company.
- 13.3 The Company annual maintenance sticker shall be displayed on the left hand side of the windscreen.

14. SITE SECURITY

- 14.1 Notwithstanding that the Site may be within the Company's mining lease areas which may or may not be fenced, the Contractor shall, without limiting any other obligation, be wholly responsible for its own local security as affecting the Contractor's plant, equipment, materials and workforce, personal items stored or being erected for the purpose of the Services under the Contract or completing the Services.
- 14.2 Any fencing of areas and/or lighting for security reasons will be the responsibility of the Contractor who must also make suitable arrangements to safeguard its own equipment, tradesmen's tools, and any other of its items of equipment and plant for which it is responsible during the currency of the Contract.
- 14.3 The Contractor and its employees, Subcontractors, agents and representatives shall comply with all rules and regulations affecting security, entry and exit control, traffic control and similar matters whether relating to the work under the Contract on which the Contractor is directly engaged or not and which may be directed by the SSE.
- 14.4 The Contractor shall not allow any person on the Site who is not concerned with the execution of the Services under the Contract unless prior approval has been obtained from the SSE.

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