

Terms and Conditions of Site Access

(For All Contractors and Visitors to a Qube Worksite)

Qube Holdings Limited (ACN 149 723 053)

Effective 20 May 2025; Available at <https://qube.com.au/commercial-terms-conditions/>



INTRODUCTION

Qube Holdings Limited and its related companies (**Qube**) operate transport, logistics and stevedoring operations at sites owned, controlled or managed by Qube (**Sites**). This document sets out the terms under which Qube agrees that persons who are not employees of Qube (**Site Attendees**) may enter and remain on Qube Sites. Site Attendees include suppliers, contractors or consultants whether corporations or natural persons (**Contractors**), their officers, employees, agents and their own contractors (**Personnel**).

In consideration of Qube agreeing to grant a Site Attendee non-exclusive access to a Qube Site, the Site Attendee agrees to the following terms and conditions of access (**Site Access Terms**).

As a pre-condition of access, all Site Attendees will be required to acknowledge that they have read and agreed to these Site Access Terms (through the on-line system Rapid Induct or at the site gatehouse). Contractors are responsible for ensuring that their Personnel comply with these Site Access Terms.

SITE ACCESS TERMS

1. APPLICATION OF SITE ACCESS TERMS

- 1.1 These Site Access Terms do not derogate from or lessen those contained in any other agreement between Qube and a Contractor (**Master Agreement**).
- 1.2 Where any Master Agreement does not exclude the application of any other terms and conditions, then to the extent of any inconsistency between these Site Access Terms and any Master Agreement, the terms and conditions of the Master Agreement will prevail.
- 1.3 Each Site Attendee will be deemed to have accepted these Site Access Terms by completing a Rapid Induct online induction and providing an acknowledgment or signing and returning this document at site or by otherwise entering into any Qube Site after a copy of these Site Access Terms has been made available to the attendee.

2. INSURANCE

- 2.1 Contractors must before and during any period of work at a Site, hold and maintain, and ensure that any subcontractor they engage holds and maintains, insurance coverage of the type and to a level that is required by law or that a reasonably prudent person in the position of the Contractor or subcontractor (as the case may be) would obtain.
- 2.2 Without limiting clause 2.1 or the provisions of any Master Agreement, a Contractor at an Australian site must, as a minimum, hold and maintain for the period of work or attendance on Site:
 - (a) current and valid public and products liability insurance (including sudden and accidental pollution occurrences) for not less than \$20,000,000 in respect of each and every occurrence (and in the annual aggregate in respect of products liability) covering the liabilities of the Contractor whilst on Site. The policy must:
 - (i) include an extension to cover liabilities arising from registered motor vehicles while being used as a tool of trade and liabilities arising out of the operation of non-registered plant and equipment;
 - (ii) note Qube as an interested party, or provide principal's liability cover, for any Qube liability arising out of the acts, errors or omissions of the Contractor and, to the extent permitted by law, waive all express and implied rights of subrogation against Qube, its officers, employees and agents but only to the extent of Qube's vicarious liability arising out of the acts, errors or omissions of the Contractor; and
 - (iii) be endorsed to provide that a breach of a condition by the Contractor must not impact or affect the rights and interests of Qube;
 - (b) where motor vehicles are being utilised by the Contractor on Site (whether, owned, leased, hired or bailed), current and valid comprehensive motor insurance for not less than \$20,000,000 per occurrence for third party property damage and for bodily injury or death of any person (including reasonable cover for dangerous goods, if applicable);
 - (c) current and valid insurance for loss or damage to the Contractor's plant and equipment for all plant and equipment to be taken onto a Site. The equipment must be insured for not less than its full replacement value; and
 - (d) current and valid workers' compensation insurance as required by law.
- 2.3 A Contractor must prior to their attendance on Site, or the provision of any services to Qube, at any time or upon a written request from Qube (including any automated system message), provide to Qube certificates of currency that the required insurances are in place and current.

3. COMPLIANCE WITH LAWS AND OTHER REQUIREMENTS

- 3.1 Non-exclusive access to the Site is subject to compliance with safety, health, environment, access and security requirements of the Site as notified from time to time by Qube (including where displayed on any signage) or required as part of gaining entry to the Site (**Site Requirements**). By entering the Site, the Site Attendees are deemed to have accepted such Site Requirements.
- 3.2 Without limiting the provisions of any Master Agreement, Contractors must:

- (a) comply, and ensure their Personnel comply, with:
 - (i) all applicable laws, regulations and codes of practice, including those relevant to work health and safety and the environment;
 - (ii) any Site Requirements; and
 - (b) hold and maintain, and ensure their Personnel hold and maintain, for the period of work or attendance on Site:
 - (i) a Maritime Security Card where it is a Site Requirement;
 - (ii) a completed and current Supplier Safety Assessment (the Rapid Global Contractor E-Form); and
 - (iii) all current licences, competencies, certificates and authorisations necessary to undertake the relevant work.
- 3.3 Contractors must comply, and must ensure their Personnel comply, with Qube's policies and procedures as notified in advance by Qube or otherwise made available to the Contractor from time to time including but not limited to Qube's:
- (a) Mobile Electronic Device Standard, Drug & Alcohol Policy and Workplace Behaviour Policy, and not take part in, endorse or tolerate work-place discrimination or harassment; and
 - (b) Workplace Surveillance Standard – the Contractor acknowledges that it and its Personnel will be subject to CCTV surveillance while on Site in accordance with the Standard.
- 3.4 Qube has developed a Supplier Code of Conduct (**Code**, available at <https://qube.com.au/terms-conditions/#ctac>) that sets out requirements on how Qube's business partners (including Contractors and their Personnel) must conduct themselves in connection with Qube business. The Contractor acknowledges and agrees that it will, and will ensure its Personnel, conduct business in a proper manner, in full compliance with accepted business practices, applicable codes of conduct and generally accepted business ethics (including those set out in the Code).
- 3.5 Contractors must:
- (a) act ethically and legally at all times, including not maintaining any unrecorded account, fund or asset and ensuring its accounting records accurately reflect the true nature of every transaction;
 - (b) comply with Qube's Anti-Bribery and Anti-Corruption (**ABAC**) Policy and Sanctions Policy (available at <https://qube.com.au/about/governance/>), including:
 - (i) not giving or receiving any bribes, gifts or making improper payments to, or on behalf of, Qube and not engaging in domestic or foreign corrupt practices in contravention of all relevant ABAC-related laws; and
 - (ii) complying with the requirements of Australian sanctions laws and with non-Australian sanction laws where they are applicable to a Qube entity based on its location and the services it provides; and
 - (iii) ensure that any suspected breaches are reported to Qube management;
 - (c) not take part in, endorse or tolerate work-place discrimination or harassment; and
 - (d) not engage in any restrictive or illegal trade practices as prohibited under the Competition and Consumer Act 2010 (Cth) and international anti-trust laws (if applicable).

4. SITE ARRIVAL AND DEPARTURE PROCEDURES

- 4.1 Site Attendees must:
- (a) successfully complete Qube's induction program (either before attending or upon arrival at Site) before conducting any work on Site;
 - (b) notify Qube staff upon arrival at a Site reception area and sign in and wear a Qube identification badge at all times whilst on Site;
 - (c) be escorted to their area of work and, upon completion of work, the Site Attendee must sign out and leave the Site;
 - (d) comply with all operational policies and procedures of Qube as notified in advance by Qube or otherwise made available to the Site Attendee from time to time and/or those required by its Site licence or lawfully issued by anyone relating to the Site;
 - (e) follow all reasonable directions from Qube personnel, whether oral, indicated via signage or otherwise drawn to the attention of the Site Attendee;
 - (f) comply with Qube's traffic requirements, including: staying within the designated area (unless otherwise consented to by Qube); only walking on designated walkways; not walking through "hard stand areas" or container and cargo stacks; not driving vehicles in excess of signed speed limits; and, if a pedestrian, giving way to all vehicles, and obtaining the consent of the Qube Duty Supervisor before entering an area where stevedoring operations are being undertaken;
 - (g) wear high visibility and protective clothing, enclosed safety footwear, and any other protective clothing that is prescribed by the Site, or through risk assessment; and
 - (h) remain on the Site only in the areas required for work and only so long as is necessary to perform the work or other tasks requested by Qube, or otherwise with Qube's express consent.

5. PERSONNEL SUPERVISION

- 5.1 Contractors must ensure appropriate supervision of their Personnel commensurate with the contracted work so as not to place any person under undue risk through lack of appropriate decision-making.

6. SUB-CONTRACTORS

- 6.1 Contractors must notify Qube in advance of proposed subcontractors who will be attending any Site and supply the proposed subcontractor's details as required by Qube. Qube reserves the right to prohibit any subcontractor from attending a Site.

- 6.2 The Contractor is fully responsible for the activities of all sub-contractors they engage and accountable for their compliance with these Site Access Terms. Accordingly, Contractors must ensure their subcontractors are under obligations equivalent to these Site Access Terms, including having appropriate insurances in place.

7. CONDUCT AND BEHAVIOUR

- 7.1 No Site may be entered if a Site Attendee is intoxicated, under the influence of drugs, or affected by fatigue or any other debilitating or judgment-impairing factor. The consumption, or working under the influence, of alcohol or other drugs is totally prohibited. While at the Site, Site Attendees must participate in any alcohol and drug testing carried out by or on behalf of Qube at the Site at any time.
- 7.2 Smoking is prohibited on Site, with the exception of any designated outdoor area.
- 7.3 Site Attendees must ensure that at all times whilst at the Site:
- (a) do not drink alcohol, or smoke or consume illicit drugs at the Site; and
 - (b) are at all times while at the Site medically fit for work and must not:
 - (i) enter the Site with a breath alcohol exceeding applicable legislation and/or Qube's Drug & Alcohol Policy or with a drug level exceeding Australian Standards cut off levels;
 - (ii) bring onto the Site or consume any alcohol or illicit drugs within the Site; and
 - (iii) exceed their maximum regulated hours for driving and working and are not otherwise impaired by fatigue.
- 7.4 Where any Site Attendee is determined or otherwise reasonably suspected by Qube to be unfit for duty (including where the Site Attendee undergoes a drug and alcohol test and returns a non-negative result, are found to have exceeded their maximum regulated working hours, or are observed to be suffering from fatigue or acting erratically or in a manner deemed by Qube to be unsafe) the Site Attendee must leave the Site and will be responsible to arrange safe transportation away from the Site. If the Site Attendee is a member of the Contractor's Personnel, the Contractor must assist Qube and otherwise ensure the Site Attendee leaves the Site and, depending on the condition of the attendee, arrange their safe transportation away from the Site.
- 7.5 Site Attendees must conduct themselves in a professional manner and inappropriate behaviour shall not be tolerated. Inappropriate behaviour includes, but is not limited to:
- (a) swearing and the use of offensive and/or inappropriate language and gestures;
 - (b) displaying offensive visual material e.g. books, magazines, cartoons, clothing and vehicle stickers;
 - (c) playing music or using a radio without approval or the use of such at excessive volume levels;
 - (d) bringing pets on site; and
 - (e) repeated and unreasonable conduct directed towards other persons at the Site that constitutes a breach of Qube's Workplace Behaviour Standard or that otherwise creates a risk to health and safety.
- 7.6 Site Attendees deemed by Qube to be guilty of misconduct, incompetence, negligence, breach of these Site Access Terms may be removed from any Site and not permitted to return or only upon conditions set by Qube. If the Site Attendee is a member of the Contractor's Personnel, the Contractor must assist Qube and ensure the Site Attendee leaves the Site and, depending on the condition of the attendee, arrange their safe transportation away from the Site.
- 7.7 Qube may direct, and Contractors must comply with such direction, that any Personnel not be permitted to return to Site or only upon conditions set by Qube.

8. INCIDENT AND HAZARD REPORTING

- 8.1 Contractors and their Personnel must:
- (a) on request, provide relevant safety documentation to Qube, including safe work method statements, risk assessments and a job safety analysis; and
 - (b) report as soon as reasonably practicable (and in any event prior to departure from the Site) to a Qube supervisor or manager the following:
 - (i) any actual or potential health and safety hazard or risk, unsafe area or work practice which occurred, or was identified by the Contractor or any of its Personnel, at the Site;
 - (ii) any incident (including a near-miss), whether or not required by law to be reported or notified to any relevant government authority;
 - (iii) any personal injury or other harm to any person or damage to any property;
 - (iv) any pollution, contamination or environmental harm caused, threatened or may be caused; or
 - (v) unsafe area or work practice, or a malfunction of any machinery, plant or equipment, occurring at or adjacent to the Site.
- 8.2 Contractors must:
- (a) co-operate with Qube in any work health or safety investigation by Qube or a regulatory authority and provide any information and records as is reasonably requested by Qube;
 - (b) make and maintain books, records and documents in connection with the contractor's work at site, including relating to their Personnel involved in the work;
 - (c) if and as required by Qube, implement their own incident/investigation reporting procedure and provide to Qube a copy of the procedure and any resultant report; and
 - (d) forward to Qube any notices or orders from a government department or regulator concerning a Site or otherwise relating to any work the Contractor is doing for Qube.

9. CONFIDENTIALITY AND PUBLIC ANNOUNCEMENTS

- 9.1 Information of Qube, its customers or other persons with interests at a Qube Site concerning the business, affairs, trade secrets, or personal and sensitive information (as defined under the *Privacy Act 1988* (Cth)) (**Confidential Information**) may be disclosed to Site Attendees in the form of documents or in the course of their attendance at a Site in the form of observable techniques, processes and know-how or in any other form or media whatsoever.
- 9.2 The Site Attendee must, and the Contractor must ensure their Personnel:
- (a) keep secret and confidential any oral or written Confidential Information communicated or any other Confidential Information observed or related during a visit to a Site;
 - (b) use the Confidential Information only for the purpose for which the Site Attendee attended the Site and not seek to use it to Qube's commercial or competitive disadvantage, decompile or reverse-engineer the Confidential Information, or have anyone else do so;
 - (c) not apply for, register or attempt to register, or authorise or assist any third party to apply for or register, under statute or otherwise in any country, a patent or other form of intellectual property relating to or incorporating any Confidential Information; and
 - (d) inform Qube immediately if the Site Attendee becomes aware of any actual, threatened or disclosure of confidential information.
- 9.3 If requested by Qube, a Site Attendee must enter into a confidentiality undertaking in a form acceptable to or provided by Qube, acknowledging the Site Attendee's agreement to not disclose the Confidential Information even after the Site Attendee has demobilised from Site or, in the case of a Contractor, after the completion or termination of any Master Agreement.
- 9.4 Site Attendees must not make, and the Contractor must ensure their Personnel do not make, any public announcement or advertisement in any medium in relation to the Site, Qube's operations or any contracts or arrangements with Qube without its prior written consent. This includes comments, disparaging or otherwise, made on social media platforms.

10. PRIVACY

- 10.1 Qube is committed to protecting the privacy of all Site Attendees, and any collection of personal information is subject to the terms of Qube's Privacy Policy, which is available on the Qube website at <https://qube.com.au/privacy/> (as amended from time to time), and otherwise on request.
- 10.2 Qube collects and uses data, including personal information, for a range of purposes relating to the functions and activities of Qube and its invitees or other attendees at the Site, which are reasonably necessary and detailed in its Privacy Policy. Qube only makes use of biometric information, video surveillance and facial recognition technology in identifying an individual for security, risk management, loss prevention, regulatory and incident investigation purposes at the Site.
- 10.3 The types of personal information that Qube may collect include name, gender, date of birth, age, identification information, signatures, driver's licence number, contact details (addresses and phone numbers), vehicle number plate details, employer or business details, biometric information, images and information from video surveillance, facial recognition technology and other cameras at the Site (including in car parks, pick up areas and Site entrances).
- 10.4 The CCTV surveillance systems, biometric information and facial technology used at the Site may include some the following features:
- (a) cameras which capture video footage of an area, which is then transmitted to a monitor or recording device for review;
 - (b) cameras which capture, obtain and transfer information relating to an individual's distinct physiological or biological traits (such as their facial characteristics, iris or hand shape) which can be utilised to verify their identity due to their uniqueness;
 - (c) motion detection, remote access, and video analytics, which can automatically detect and alert Qube to suspicious behaviour or events;
 - (d) facial recognition technology to identify individuals and track their movements;
 - (e) driver licence scanning technology to match personal information for verification or identification purposes; and
 - (f) cameras which collect images, which is then used by facial recognition technology to generate and collect faceprints.
- 10.5 The Contractor acknowledges and agrees that:
- (a) it has obtained and reviewed a copy of Qube's Privacy Policy; and
 - (b) the Contractor has adequately informed their Personnel of:
 - (i) the use of CCTV surveillance systems, facial recognition technology and the collection of their biometric information, faceprints and image at the Site;
 - (ii) Qube's Privacy Policy, and the collection of personal and sensitive information (including biometric information and their image from CCTV surveillance systems and facial recognition technology) prior to arriving at the Site or completing any induction program;
 - (iii) their right to refuse the collection of biometric information and their image from CCTV surveillance systems and facial recognition technology and such refusal may result in Qube refusing to provide access to the Site; and
 - (iv) their right to discuss the collection of their images and biometric information with Qube by contacting Qube's Privacy Officer (section 7 of the Qube Privacy Policy).
- 10.6 The Contractor warrants each of the following to Qube:
- (a) any personal and sensitive information that the Contractor or its Personnel discloses to Qube under this Agreement has been collected and disclosed in accordance with the *Privacy Act 1988* (Cth); and

- (b) Qube is authorised, either by express consent of the individual or by law, to collect the personal and sensitive information from the Contractor and use and hold the personal and sensitive information for the purposes set out in these Site Access Terms or Qube's Privacy Policy.

11. MISCELLANEOUS

- 11.1 These Site Access Terms are governed by and must be construed in accordance with the laws of the State or Territory within which the Site is located. The parties submit to the exclusive jurisdiction of the courts of that State or Territory and to courts hearing appeals therefrom in respect of all matters or things arising out of these Site Access Terms.
- 11.2 If any provision of these Site Access Terms is unenforceable, illegal or void then it is deemed to be severed and the rest of the terms remain in force.
- 11.3 A failure or delay by Qube in exercising any power or right conferred on Qube by these Site Access Terms does not operate as a waiver of the power or right. A single or partial exercise of the power or right does not preclude a further exercise of it or the exercise of any other power or right under these Site Access Terms. A waiver of a breach does not operate as a waiver of any other breach.
- 11.4 Qube reserves the right to amend these Site Access Terms immediately without notice where Qube acting reasonably considers such amendment is necessary or desirable for the operation and management of the Site as a result of or in connection with:
 - (a) any change of Law;
 - (b) any change in rules, policies or operational processes or procedures introduced by any authority;
 - (c) any change Qube reasonably considers necessary or desirable to prevent injury to persons, harm to the environment or loss or damage to property at or near the Site; or
 - (d) any change materially affecting access or operations at the Site,in which case, any revision of these terms will be uploaded to Qube's website and communicated to the Site Attendee via publication on the Rapid Global portal as soon as reasonably practicable.

SCHEDULE: DETAILS

1.	Site Attendee	Name:
		Role:
		Address
2.	Contractor details	Name:
		ABN:
		Address:
3.	Known Personnel who may attend Site	
4.	Site (if known)	

Signature

By signing below, the individual:

- as Site Attendee, agrees personally to comply with the above Site Access Terms; and
- if acting as authorised representative of the Contractor, agrees that he or she is duly authorised to confirm the Contractor's compliance with the above Site Access Terms.

Name of Site Attendee / authorised representative (delete as inapplicable):

Position:

Signature: Date: