Contract Labour Hire Terms

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Bluechip Industrial Services Pty Ltd · ABN 93 656 549 889
39 Success Way, Henderson WA 6166 · (08) 9419 2205 · www.bisau.com.au

Amendment record

Section Number	Page Number	Revision Date	Revision Number	Description of Change	Authorised
All	All	14/10/2026	0	New. Replaces the unnumbered Terms and Conditions - Contract Labour Services (28.08.26).	RT
7(c)	2	14/10/2026	1	Payment changed to 30 days from end of month (Rev 0 said 42 days).	RT
All	All	19/10/2026	1	Reformatted into the Bluechip document layout (cover, logo header, amendment record, BIS footer). Internal "On issue" notes removed. Wording of the terms unchanged, revision unchanged.	RT

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These Terms apply when Bluechip hires contract labour from a labour hire agency or labour supplier. They are published at www.bisau.com.au and referenced on every Bluechip labour hire Purchase Order.

1. Application and acceptance

(a) These Terms apply to every Purchase Order Bluechip issues for contract labour, unless a contract signed by both parties says otherwise.

(b) The Supplier accepts these Terms by accepting the Purchase Order or sending any Worker to Bluechip's workshop or a site. A signature is not needed.

(c) The Supplier's own terms apply only to its rates and payment arrangements, and only where Bluechip has accepted them in writing. On safety, competency, insurance, quality, site rules and conduct, these Terms apply.

2. Definitions

Bluechip means Bluechip Industrial Services Pty Ltd and its successors and assigns.

Purchase Order means a written order issued by Bluechip, including by email.

Supplier means the labour hire agency or labour supplier named on the Purchase Order.

Worker means any person the Supplier provides to work for Bluechip, including its employees and subcontractors.

3. Workers – competency and right to work

(a) The Supplier must only provide Workers who:

1. hold the licences, tickets and qualifications for the work ordered, including High Risk Work licences, a construction induction (White Card) and welding qualifications to the required standard;
2. have the right to work in Australia;
3. are fit for work and meet any medical or fitness requirement of the site;
4. have the experience the Purchase Order describes.

(b) The Supplier must send copies of each Worker's licences and qualifications before the Worker starts, so Bluechip can verify them and record them on its training and competency register. Bluechip may refuse a Worker whose records are missing or cannot be verified.

(c) A Worker must not do any task they are not competent or licensed for, and must tell their Bluechip supervisor if asked to.

4. The Supplier is the employer

(a) The Supplier is the employer of its Workers. It is responsible for their wages, superannuation, leave, allowances, tax and payroll tax, and for meeting the Fair Work Act 2009 (Cth) and any applicable award or agreement.

(b) The Supplier must hold workers compensation insurance covering every Worker, as required by the Workers Compensation and Injury Management Act 2023 (WA).

(c) Nothing in these Terms makes a Worker an employee of Bluechip.

5. Work health and safety

(a) The Supplier and Bluechip each have duties under the Work Health and Safety Act 2020 (WA) and must consult, cooperate and coordinate with each other.

(b) Every Worker must complete Bluechip's induction, and any client site induction, before starting work.

(c) Workers must follow Bluechip's safety procedures, SWMS and job safety analyses, site rules, permit systems and supervisor instructions, and the rules of the client's site.

(d) The Supplier must provide basic PPE (safety boots, hi-vis workwear and hearing protection) unless the Purchase Order says otherwise. Bluechip provides task-specific PPE.

(e) Workers are subject to Bluechip's fitness for work and drug and alcohol policy, including testing.

(f) Workers must report every incident, injury, near miss and hazard to their Bluechip supervisor immediately. The Supplier must tell Bluechip within 24 hours of any injury to a Worker, or any claim, from work for Bluechip.

(g) Any Worker may stop work they believe is unsafe and must report it straight away.

6. Direction, conduct and removal

(a) Bluechip directs the Workers' day-to-day work, hours and location.

(b) Bluechip may remove a Worker from its workshop or a site at any time for safety, conduct, competency or a client's request. Bluechip pays only for hours worked. The Supplier must offer a suitable replacement where asked.

(c) Workers must not deal directly with Bluechip's clients about price, scope or further work.

7. Timesheets, invoicing and payment

(a) Timesheets must be signed by the Worker's Bluechip supervisor each week.

(b) Invoices must quote the Purchase Order number, the job number and the approved hours, at the rates on the Purchase Order.

(c) Bluechip pays a correct invoice within 30 days of the end of the month it is received. Bluechip may withhold payment for hours in dispute until resolved.

8. Insurance

(a) The Supplier must hold, for the whole time it supplies Bluechip:

1. workers compensation insurance covering all Workers;
2. public and products liability insurance of at least $20 million for each claim;
3. professional indemnity insurance of at least $5 million where it provides design or engineering;
4. motor vehicle insurance for vehicles used on Bluechip's work.

(b) The Supplier must give Bluechip certificates of currency before work starts, at each renewal, and on request.

9. Quality

(a) Work must meet the Purchase Order, Bluechip's drawings, inspection and test plans and procedures, and the standards they reference.

(b) The Supplier must tell Bluechip straight away of any non-conforming work, and cooperate with Bluechip's non-conformance and corrective action process.

(c) Quality records the Supplier produces for Bluechip's work, such as test reports, belong to Bluechip.

10. Tools and equipment

(a) Workers may bring their own hand tools. They must be safe, and tagged and tested where required, and are at the Supplier's risk.

(b) Workers may use Bluechip's plant and equipment only when trained, competent and authorised by their Bluechip supervisor, and must report any damage or fault straight away.

(c) The Supplier must pay for loss of or damage to Bluechip's equipment caused by a Worker's deliberate misuse or gross negligence.

11. Environment

Workers must follow Bluechip's waste, spill and dust controls, and must report any spill or environmental incident straight away.

12. Confidentiality

The Supplier must keep confidential Bluechip's drawings, pricing, client information and anything else it learns while working for Bluechip, and use it only for the Purchase Order.

13. Indemnity and liability

(a) The Supplier indemnifies Bluechip against any loss, cost or liability arising from the Supplier's or a Worker's breach of these Terms, negligence, or failure to pay its Workers, reduced to the extent Bluechip caused or contributed to it.

(b) Bluechip is not liable to the Supplier for loss of profit or any indirect or consequential loss.

14. Ending supply

Bluechip may cancel a Purchase Order, or stop using a Supplier, by written notice if the Supplier breaches these Terms or its insurance lapses, or for convenience on 7 days' notice. Bluechip then pays for hours worked up to the date of notice.

15. Governing law

These Terms are governed by the laws of Western Australia. Each party submits to the jurisdiction of the courts of Western Australia.

16. General

(a) Assignment and subcontracting: the Supplier may not assign a Purchase Order, or subcontract the supply of Workers, without Bluechip's written consent.

(b) Changes: Bluechip may update these Terms by publishing a new version at www.bisau.com.au. An update applies only to Purchase Orders issued after it is published.

(c) Waiver: a waiver is effective only if in writing and signed by Bluechip.

(d) Severance: any provision that is invalid or unenforceable is read down so far as needed, or severed, and the rest continues.

(e) Notices: notices may be given by email to the last address the other party has used for the Purchase Order.

(f) Entire agreement: these Terms and the Purchase Order are the whole agreement for the supply and replace earlier understandings about it.

Document control

Document number	BIS-ADM-024
Revision	1 – issued 14.10.26 (payment 30 days EOM; Rev 0 of the same day said 42 days)
Replaces	Unnumbered 'Terms and Conditions – Contract Labour Services' (28.08.26, 05_HR), moved to 99_Superseded
Companion document	Customer Terms of Trade; Supplier Terms
Prepared by	Ronald Tillett, General Manager
Reviewed by	Brian Mangan, Managing Director
Approved by	Ronald Tillett, General Manager

Published	www.bisau.com.au (Webflow, via Marcus); linked from labour hire Purchase Orders