

Supplier Requirements

OVERVIEW

1. INTRODUCTION

Qantas Group Standards	1.1	The standards the Qantas Group maintains as a corporation are key to our business success. Every Supplier needs to be aware of these standards and the conduct required of their Personnel. These standards include the Qantas Group Compliance Statement, which is set out in the attachment to these Supplier Requirements, and which contain Supplier obligations in relation anti-bribery, economic and trade sanctions and export controls, anti-money laundering, anti slavery and human trafficking, and conflicts of interest.
Legal Obligation	1.2	Both the Qantas Group and its Suppliers and their Personnel are bound by relevant state and federal legislation in relation to standards and conduct.

2. APPLICATION

Application to Supplier	2.1	The Supplier Requirements apply to a Supplier and its Personnel in the course of the Supplier providing goods or services to, or performing work for, a Qantas Group Company.
Specific Application to Suppliers	2.2	Specifically, the Supplier Requirements apply as follows: <ul style="list-style-type: none"> (a) to all Suppliers (Part A); (b) to Suppliers accessing Qantas Group Premises (Part B); (c) to Supplier's Personnel who are present at a workplace where Personnel of any Qantas Group Company are working or at any work function organised by a Qantas Group Company or attended by Qantas Group Personnel (Part C); (d) to Supplier's Personnel who interact with Qantas Group's passengers or customers on behalf of a Qantas Group Company (Part D).
Definitions	2.3	Defined terms applicable to these Supplier Requirements are found in Part E.
Qantas Contact	2.4	If a Supplier is unsure, unclear or uncertain of any aspect of these Supplier Requirement or their obligations under these Supplier Requirements, the Supplier should discuss this with its Qantas Contact.

3. AUTHORISATION

Authority needed	3.1	Where these Supplier Requirements require a Supplier to obtain authorisation or approval, the Supplier should seek advice from the Qantas Contact as to the level of authority needed.
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4. LEGAL STATUS OF THE SUPPLIER REQUIREMENTS

Legally Binding	4.1	These Supplier Requirements, including the Qantas Group Compliance Statement, are legally binding obligations on the Supplier and are incorporated by reference into the Agreement. The Supplier must ensure that its Personnel comply with these Supplier Requirements and for clarity, the Qantas Group Compliance Statement.
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Supplier Requirements

Order of Priority 4.2 To the extent of any inconsistency between these Supplier Requirements and the terms of the Agreement, the specific terms of the Agreement shall prevail.

5. BREACH OF SUPPLIER REQUIREMENTS

Investigation by Qantas of Potential Breach 5.1 A Qantas Group Company may investigate any potential breach of or failure to comply with the Supplier Requirements by the Supplier or its Personnel. The Supplier and its Personnel must provide all reasonable assistance required by the Qantas Group Company in conducting any such investigation, including providing any requested information, documentation and upon reasonable notice, access to the Supplier's premises.

Action by Qantas 5.2 Where a Qantas Group Company is satisfied that these Supplier Requirements have been breached by the Supplier or its Personnel, the Qantas Group may, acting reasonably, take one or more of the following actions: serve a notice of a breach of a material obligation in accordance with the Agreement; suspend the provision of services or any part of the services by the Supplier; and/or disallow a particular member of the Supplier's Personnel to be involved in providing goods or services to, or performing work for, the Qantas Group.

PART A REQUIREMENTS FOR ALL SUPPLIERS

6. APPLICATION OF PART A

Application to Supplier Compliance Statement	6.1	All Suppliers must comply with the requirements contained in this Part A, including those in the Qantas Group Compliance Statement annexed as Attachment 1.
	6.2	The Qantas Group Compliance Statement set out in Attachment 1 to these Supplier Requirements is incorporated into and forms part of this Part A.
	6.3	The Qantas Group Compliance Statement sets out the obligations on the Group's suppliers in relation to anti-bribery, economic and trade sanctions, anti-money laundering, anti-slavery and human trafficking and conflicts of interest.

7. RESPONSIBILITIES AND STANDARDS OF BEHAVIOUR

General Responsibility	7.1	A Supplier is responsible for: <ul style="list-style-type: none"> (a) complying with these Supplier Requirements; (b) complying with all applicable laws and regulations; (c) the behaviour and actions of its Personnel at all times; (d) treating Qantas Group Personnel fairly and with respect; and (e) taking all reasonable action to secure all Qantas Group Premises and property. (f) 	
	7.2	A Supplier is responsible for ensuring that its Personnel are aware of, and comply with, each of the matters listed in clause 7.1.	
	7.3	A Supplier is responsible for communicating the expectations of the Supplier Requirements to subcontractors and across its supply chain in a language that is understood by its Personnel.	
	Standards of Behaviour, honesty and integrity	7.4	A Supplier is required to ensure that it and its Personnel conduct themselves with integrity, honesty and professionalism, and in a manner that: <ul style="list-style-type: none"> (a) is consistent with, and upholds respect for, universal human rights, including those set out in Universal Declaration of Human Rights (1948); (b) is consistent with the Qantas Group's commitment to customer service excellence; (c) is beyond reproach in matters of trust, confidentiality and honesty; (d) is consistent with the Qantas Group Supplier Code of Conduct; and (e) never misuses privilege, authority or status.
		7.5	A Supplier must ensure that it and its Personnel do not engage in Unacceptable Behaviour.
		Unacceptable Behaviour	7.6
Abide by laws and regulations			

		(b) meet all legislative or regulatory requirements which are applicable to their position, for example holding and remaining eligible to hold an airside driver's licence or other relevant operating licence;
		(c) meet the legislative requirements to qualify and remain eligible for an Aviation Security Identification Card ("ASIC") (or its local equivalent for jurisdictions outside of Australia), where relevant. For more details, the Supplier should contact their Qantas Contact;
		(d) behave in a fair and consistent manner in all dealings with Qantas Group customers, Qantas Group Personnel, and the Personnel of the Supplier;
		(e) work safely and ensure the health, safety and welfare of themselves, Qantas Group Personnel, customers and Qantas Group assets;
		(f) do not use Qantas Group intellectual property rights without obtaining the prior written consent of a Qantas Group Company authorised to give that consent (which may be given or withheld in its absolute discretion);
		(g) have regard for the protection of the environment and the well-being of the various communities and the potential human rights impacts of its activities on those communities, in which the Supplier operates; and
		(h) ensure that while providing products or services to the Qantas Group is does so in a manner that does not violate, or cause Qantas to be in violation of, any export control or sanction laws applicable to Qantas or the Supplier.
Treat Qantas Group Personnel with respect	7.7	A Supplier must ensure that its Personnel: <ul style="list-style-type: none"> (a) cooperate with Qantas Group Personnel and other Personnel of the Supplier for the benefit of Qantas Group customers; and (b) treat Qantas Group Personnel with trust, dignity, respect and fairness.
Care, Skill and Diligence	7.8	A Supplier must: <ul style="list-style-type: none"> (a) ensure that its Personnel used to perform its obligations under the Agreement are appropriately skilled and qualified, and where relevant correctly certified and licensed, and exercise the necessary levels of care, skill and diligence; (b) not permit any of its Personnel to undertake any work for which they have not received training to a level that allows them to carry out the work competently and safely.

8. RESILIENCE, SUSTAINABILITY AND CORPORATE SOCIAL RESPONSIBILITY

Resilience	8.1	Qantas reserves the right to request information on business continuity from all suppliers.
	8.2	The Supplier will provide Qantas with the Supplier's business continuity plan and disaster recovery plan on Qantas' request.
	8.3	In this event the Supplier is expected to have in place effective business resilience practices across the Supplier's business, and acknowledges and agrees that they have in place: <ul style="list-style-type: none"> (a) a documented business continuity plan that sets out the procedures and policy in place to minimise business disruptions resulting from unplanned events that may threaten or have associated impacts on the Supplier's Personnel, supply chain, facilities or information technology

		(IT). The Supplier's business resilience approaches must include evidence that the Supplier currently:
		(i) assesses the Supplier's critical supply chain and dependencies;
		(ii) identifies the Supplier's critical facilities and has a mitigation plan in place to deal with unplanned events that may impact materially on the Supplier's facilities' operation;
		(iii) identifies alternative products or services or supply chain solutions in the event of a disruption;
		(iv) establishes contingency plans or procedures to deal with the temporary loss of components that are critical to the Supplier's supply chain;
	(b)	a clear escalation process that ensures that the Supplier communicates with Qantas in the event that the Supplier's normal operations are disrupted in a manner that may impact supply to Qantas;
	(c)	a regular review process of the Supplier's business continuity plan and IT recovery and continuity plan at least every 12 months. Outcomes of reviews must be recorded by the Supplier and available to Qantas on Qantas' request.
QF may conduct a social or sustainability audit	8.4	The Supplier acknowledges and agrees that Qantas may conduct a corporate social responsibility ("social") audit and / or sustainability audit of the Supplier prior to, or at any stage after the commencement of any agreement between Qantas and the Supplier with at least 14 days' written notice to the Supplier.
Conduct of social or Sustainability audit	8.5	The Supplier agrees that they may be required to pay for the reasonable cost of audits referred to in clause 8.4. The audit will:
	(a)	be conducted against a recognised international sustainability and/ or corporate social responsibility standard (as applicable);
	(b)	be carried out by either Qantas' preferred audit supplier, or an agreed alternate supplier who meets Qantas' requirements or by suitably qualified Qantas Personnel;
	(c)	result in a report that will indicate whether there are non-conformances; and
	(d)	include follow-up audits, if reasonably required by Qantas. The Supplier will be responsible for the reasonable cost of follow-up audits that arise from critical or major non-conformances.
Non-conformance	8.6	In the event an audit conducted on the Supplier identifies non-conformances, the Supplier must address any non-conformances and comply with Qantas' reasonable directions.
Supplier assistance	8.7	In the event Qantas requests a social or sustainability audit, the Supplier must provide any documents or information reasonably requested by Qantas or the appointed third party auditor from time to time.
Environmental Requirements	8.8	A Supplier must ensure that, in supplying particular goods, services or works to a Qantas Group Company, the Supplier:
	(a)	seeks to minimise impacts on the environment from which they are sourced, in which they are utilised and finally to which they are disposed;
	(b)	utilises practices and materials in its design, construction and delivery that minimise environmental impacts;

- (c) maximises the recyclability of the component parts of goods and packaging at end of life/use;
- (d) selects products, packaging and practices that minimise the generation of waste and the consumption of resources;
- (e) minimises packaging materials, particularly the use of polystyrene foam and plastics;
- (f) maximises energy efficiency and the use of renewable energy;
- (g) eliminates hazardous materials where practicable;
- (h) does not use or contain ozone depleting substances (ODS), except where exempt by virtue of their essential use status and where specifically requested by the Qantas Group;
- (i) applies Life Cycle Analysis (LCA) principles applied to its design, manufacture and delivery of products, packaging and services; and
- (j) complies with applicable environmental laws, standards, codes and policies.

Human Rights and Working Conditions

8.9 The Supplier acknowledges and agrees that in the production or supply of any products or services to the Qantas Group, the Supplier will, and will ensure that its suppliers in its supply chain will:

- (a) not use forced or involuntary labour or any other form of modern slavery, or permit the trafficking in persons for the purposes of forced labour;
- (b) not employ children who are younger than 15 years of age or who fall below the local legal minimum working age, whichever age is the highest;
- (c) not withhold workers original identity or immigration documents or require workers to make deposits, provide guarantees or any other payments including the charging of recruitment fees to obtain work;
- (d) ensure that workers receive wages, overtime pay, all legally required benefits and paid leave which respectively meet or exceed the national minimum wage required by law or where there is no law, then equal to or exceeding the prevailing industry wage;
- (e) ensure that work hours comply with local laws regarding hours of work, rest periods, overtime payment and leave periods, to ensure the health, safety and welfare of employees;
- (f) adopt conditions of employment that will safeguard their employees' rights, including freedom of association and collective bargaining and prevent any business activity from adversely impacting their employees' human rights;
- (g) ensure that workers have access to channels to report grievances or raise concerns without fear of retaliation; and promptly investigate such matters.

Animal Welfare

8.10 To the extent related to, or in connection with, any supply to a Qantas Group Company, the Supplier acknowledges and agrees that the Supplier and its Personnel will:

- (a) treat any animals involved in the supply of goods or services to Qantas in a humane manner;
- (b) avoid the use of animals in experiments that cause unnecessary suffering or distress to animals;
- (c) avoid cruel or inhumane use of animals in any industrial activity, sporting or entertainment event.

9. SAFETY QUALIFICATION AND RISK ASSESSMENT

Safety Qualification	9.1	Qantas may request that the Supplier participate in safety qualification activity, including activity undertaken or managed on behalf of Qantas by third-party providers. In such instances, the Supplier will bear registration and qualification costs.
Risk Assessment	9.2	Qantas reserves the right to request that the Supplier provide information to assist in periodic risk assessment processes, including those undertaken or managed in conjunction with third-party providers.

10. MISCELLANEOUS

Workplace Surveillance	10.1	A Supplier shall notify its Personnel, when and as requested by a Qantas Group Company, and prior to any such Personnel commencing any work under the Agreement, of any workplace surveillance that the Qantas Group may conduct, to the extent that the Qantas Group Company informs the Supplier of any such activities.
Plant, Equipment, Vehicles	10.2	A Supplier must ensure that its plant, equipment and vehicles: <ul style="list-style-type: none"> (a) are fit for the purpose for which they are required and used by the Supplier; (b) are kept clean and in good mechanical conditions; and (c) comply with all relevant vehicle registration requirements and other applicable regulations having regard to the uses to which they are to be put.
Protective clothing and equipment	10.3	Supplier must provide and replace any protective clothing and equipment necessary for the work to be performed by the Supplier and ensure that such protective equipment is maintained, used and stored appropriately by its Personnel in relation to hazards associated with the goods or services provided by the Supplier.
Information Security	10.4	The Supplier must: <ul style="list-style-type: none"> (a) ensure no Harmful Code is included or introduced into Qantas Group Systems, Data or any material provided to the Qantas Group by the Supplier or its Personnel; (b) use the most appropriate and up-to-date anti-virus software at all times; (c) take all necessary remedial action to eliminate any Harmful Code included or introduced into the Qantas Group's Systems, Data or material and prevent its re-occurrence (at no cost to the Qantas Group if the Supplier fails to comply with this clause 10.4); and (d) notify the Qantas Group immediately and comply with all directions of the Qantas Group if the Supplier becomes aware of any security contraventions or risks.
ASIC Cards	10.5	Where Qantas or any Qantas Group Company has issued to Supplier an ASIC for Supplier Personnel, Supplier must ensure that any such ASICs are returned promptly at the request of Qantas. Failure to do so, may result in Qantas incurring a penalty charged to Qantas by the local airport authority. Supplier will promptly reimburse any such penalty upon demand from Qantas.

PART B SUPPLIERS ACCESSING QANTAS GROUP PREMISES

11. APPLICATION OF PART B

Application to Supplier	11.1	In addition to Part A, a Supplier and a Supplier's Personnel who access Qantas Group Premises during the course of the provision of goods and services to the Qantas Group must comply with the requirements contained in this Part B.
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12. CARDINAL RULES

The Cardinal Rules	12.1	<p>A Supplier or any member of its Personnel must not knowingly or recklessly:</p> <ul style="list-style-type: none"> (a) tamper with, ignore or fail to use any safety/lockout device or tamper with any emergency or safety signage/equipment; or (b) use any vehicle or equipment unless authorised to operate it, or use it for an unauthorised purpose; or (c) participate in horseplay, skylarking or practical jokes, (d) in a manner which causes, or has the potential to cause, serious injury to anyone or damage to property; and (e) will not under any circumstances: (f) bring a weapon (other than a necessary tool of trade for work) onto a Qantas Group Premises; or (g) enter any identified restricted access area without appropriate authorisation; or (h) ride on a vehicle without using a purpose designated seat ('No seat, No ride').
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13. WORK HEALTH AND SAFETY ('WHS') REQUIREMENTS

Background	13.1	The Qantas Group is committed to protecting the health and safety of the Supplier's Personnel when they are present at Qantas Group Premises.
	13.2	These WHS Requirements are in addition to the Supplier's obligations under clause 7.
Supplier responsibility	13.3	A Supplier is responsible for ensuring the health and safety of its Personnel as well as the health and safety of others, when present at Qantas Group Premises.
Supplier Health and Safety Management	13.4	While present at Qantas Group Premises, the Supplier must and must ensure that its Personnel, comply with their obligations under relevant WHS legislation, regulations, rules, Codes of Practice, Australian Standards and these WHS Requirements.
	13.5	Depending upon the nature of the goods or services being supplied, or the work being performed, in each case, the Qantas Group may, acting reasonably, provide more specific WHS Requirements relating to the provision of those particular goods or services and the Supplier must, and must ensure that its Personnel, comply with these specific requirements. Except for urgent or emergency situations, Qantas Group must provide the Supplier with at least 30 days' notice of any such additional WHS Requirements.
	13.6	The Qantas Group may also require a Supplier to demonstrate its capacity to meet its obligations under law and these WHS Requirements.

General Safety Requirements	13.7	A Supplier is required to ensure that its Personnel: <ul style="list-style-type: none"> (a) obey safety signs at all times; (b) obey all safe work instructions from Qantas Group Personnel; and (c) use required personal protective equipment.
	13.8	In addition to its obligations under clause 7.8, a Supplier must: <ul style="list-style-type: none"> (a) ensure that safe working practices and procedures are developed and implemented; and (b) provide adequate supervision and training to ensure its Personnel comply with safe working practices and procedures, WHS legislation, regulations, rules, Codes of Practice, Australian Standards and these WHS Requirements.
Plant, Equipment, Vehicles and Protective Equipment	13.9	In addition to its obligations under clause 10.2, a Supplier must ensure that its plant, equipment and vehicles: <ul style="list-style-type: none"> (a) are in safe condition, with guards and safety devices in place; and (b) comply with all applicable WHS legislation, regulations, rules, Codes of Practice and Australian Standards.

14. ALCOHOL AND OTHER DRUGS

Background	14.1	The Qantas Group maintains a zero blood alcohol and drug free policy within all of its workplaces for all Personnel engaged in work.
	14.2	The unauthorised use, possession, sale, manufacture, solicitation or distribution of any alcohol or other Drugs on Qantas Group Premises, at any time, is prohibited.
Approval to consume alcohol	14.3	Personnel of the Supplier must, whilst present at Qantas Group Premises in connection with the provision of goods or services, be: <ul style="list-style-type: none"> (a) free from drugs; and (b) free from alcohol, other than when specifically authorised by the Qantas Contact. It is the responsibility of the Personnel of the Supplier to seek and obtain that approval.
	14.4	An approval does not in any way diminish the Supplier's responsibilities under these Supplier Requirements.
When authority will NOT be granted	14.5	At no time will approval be given to consume alcohol at airside locations.
	14.6	The Supplier's Personnel undertaking SSAAs may not seek and will not be given approval to consume alcohol at Qantas Group Premises.
Safety Sensitive Aviation Activities	14.7	Personnel in positions which undertake SSAAs include: <ul style="list-style-type: none"> (a) Flight crew; (b) Cabin crew; (c) Freight operations; (d) Aircraft dispatch and controlling; (e) Aircraft maintenance and repair; (f) Aviation security; (g) Baggage handling and ramp operations; (h) Ground refuelling; and (i) Any personnel undertaking any activity on an aircraft movement area, including rated hardstand, ramp, aprons, taxiways and runways and any vacant land adjacent to those areas, regardless of whether or not

that person holds a red background ASIC (or its equivalent for non-Australian jurisdictions).

Notification to the Qantas Group of use of medication	14.8	A Supplier is required to inform the Qantas Contact if any of its Personnel are using prescription medication which may have a possible effect on their performance or ability to work safely and must identify the individual, the prescription medication and the possible effect on their performance or ability to work safely.
Notification to the Qantas Group of positive test result	14.9	For the purposes of section 99.065 "Requirements relating to SSAA employees ceasing SSAAs" of CASR Part 99, the Supplier is required to notify the Qantas Contact immediately of all relevant details on becoming aware of a positive initial or confirmatory alcohol or drug test result, as well as any refusal by an employee to take the test or where the employee has interfered with the integrity of the test.
Participation in testing and training	14.10	A Supplier must ensure that its Personnel participate in any testing, education or other activity reasonably required by the Qantas Group including pre-placement alcohol and other drugs testing, alcohol and other drugs awareness training, post incident testing, show cause situations and follow up testing after a positive test, before returning to Qantas Group Premises.

15. DRUG AND ALCOHOL MANAGEMENT PLAN (DAMP)

Supplier's DAMP	15.1	Where a Supplier is required under CASR Part 99 to have DAMP in place: <ul style="list-style-type: none"> (a) the Supplier must provide the Qantas Group Company with a copy of their DAMP and CASA approval if available; and (b) the Supplier must, and ensure that its Personnel must, comply with its DAMP and CASR Part 99.
Qantas' DAMP	15.2	Where the Supplier is not required to have a DAMP and the Supplier's Personnel will undertake SSAAs in accordance with CASR Part 99, the Supplier must: <ul style="list-style-type: none"> (a) require its Personnel to be aware of, participate in, conform to and comply with the Qantas DAMP and CASR Part 99; (b) ensure that its Personnel comply with any reasonable direction or request from the Qantas Group, CASA or any CASA approved tester under the CASR Part 99 to comply with the Qantas DAMP or the CASR Part 99; (c) ensure that its Personnel participate in random testing for alcohol and other drugs conducted by CASA approved testers under CASR Part 99; and (d) ensure that each member of its Personnel undertakes refresher alcohol and other drugs awareness training at minimum intervals of no longer than 30 months.
Failure to comply with DAMP	15.3	If a Supplier fails to comply with, or fails or ensure that its Personnel complied with, any of its obligations under this clause 15 and fails to remedy such failure following reasonable notice from Qantas Group requiring the Supplier to do so, the Qantas Group may take action that it reasonably considers appropriate in the circumstances, including terminating the Agreement or determining that it will not allow a member of the Supplier's Personnel to be involved in providing goods or services to, or perform work for, the Qantas Group.

16. SMOKE-FREE WORKPLACE

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| Background | 16.1 | The Qantas Group provides a smoke-free workplace in all Australian workplaces. Whilst on duty, on Qantas Group Premises in Australia or on aircraft, a Supplier and its Personnel are expected to abide by these smoke-free workplace requirements. |
| | 16.2 | Smoking (including e-cigarettes) is prohibited at all times on all Qantas Group workplaces including buildings, open areas, car parks, vehicles and aircraft. The only exception is within designated smoking shelters. |
| Smoking during work hours, in uniform or near Qantas Group Premises | 16.3 | Supplier's Personnel must not: <ul style="list-style-type: none"> (a) leave their work area in work time to smoke; (b) smoke in public whilst wearing a Qantas Group Company uniform; or (c) smoke in the vicinity of Qantas Group Premises. |

17. ENTRY PROCEDURE

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| Prior to commencing work | 17.1 | The Supplier must ensure that its Personnel, on arrival at a Qantas Group Site: <ul style="list-style-type: none"> (a) report to the Qantas Contact, upon initial induction and thereafter as required by the Qantas Group; (b) comply with any entry procedure and/or complete any documentation required by the Qantas Group from time to time; (c) where considered necessary by the Qantas Group, participate in: <ul style="list-style-type: none"> (i) appropriate general safety, health and environmental induction training; and (ii) site safety induction including being given information detailing Qantas Group first aid officers, fire wardens and emergency exits, etc; <p>prior to commencing involvement in the provision of goods or services to, or performing work for, the Qantas Group; and</p> (d) provide details of appropriate licences to be reviewed by the Qantas Contact prior to commencing work. |
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18. EMERGENCY PROCEDURE

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| In case of emergency | 18.1 | In case of an emergency, Suppliers must ensure that their Personnel: <ul style="list-style-type: none"> (a) take appropriate action to ensure the personal safety of themselves and any other person, including, if necessary, stopping work and switching off equipment, while minimising the loss of or damage to plant and equipment or interruption of any service where safe to do so; and (b) seek instruction from the closest Qantas Group Personnel and as soon as is practicably possible from the Qantas Contact. |
| In case of fire | 18.2 | In case of a fire, Suppliers must ensure that their Personnel obey the directions of Qantas Group Fire Wardens, including if directed to evacuate the premises and proceed to the emergency assembly point. |

19. TREATMENT AND REPORTING OF INJURIES

Supplier Responsibility	19.1	Suppliers are responsible for the treatment of their ill or injured Personnel.
	19.2	Injured Personnel of the Supplier must seek appropriate first aid or medical treatment immediately, or make themselves available for any treatment provided by the Supplier or, where appropriate, the Qantas Group.
Injury Reporting Process	19.3	Personnel of the Supplier who suffer an Injury and/or any subsequent resulting Incapacity whilst at Qantas Group Premises must report that Injury and/or Incapacity immediately to the Qantas Contact and to the Supplier.
Witnessing an Injury	19.4	Personnel of the Supplier who witness who witness an event resulting in an injury to a person must: <ul style="list-style-type: none"> (a) ensure that the incident is reported immediately to the Qantas Contact; and (b) make themselves available for interview if the Qantas Group wishes to be provided with information regarding the event. <p>The Qantas Group may also require the Supplier to provide to the Qantas Group any information, including documents, regarding such event.</p>

20. INCIDENT REPORTING

Reporting	20.1	Suppliers must report incidents and near misses on Qantas Group Premises, immediately, to the Qantas Contact and to the relevant authority if required by relevant WHS legislation.
	20.2	The Supplier must ensure that any of its Personnel answer any questions from and provide any information sought by the Qantas Group regarding the incident or near miss. The Qantas Group may require the Supplier to provide to the Qantas Group any information, including documents, regarding the incident or near miss.
	20.3	The obligation to report incidents to the relevant authority varies according to the WHS legislation in every State and Territory, and their international equivalents. The Supplier must refer to the applicable legislation, however in general an incident includes: <ul style="list-style-type: none"> (a) the death or serious injury of a person; or (b) any occurrence that exposes a person to a serious risk to health or safety.
Reporting of WHS Issues and Hazards	20.4	Suppliers who have WHS issues or queries, or who have identified a hazard, should initially raise that matter with the Qantas Contact
WHS Regulatory Authority (or similar) Inspections	20.5	The Supplier must ensure that the Qantas Contact is advised immediately of any actual, or as soon as reasonably practicable of any proposed, inspection of any Qantas Group Premises by a WHS regulatory authority (such as WorkCover) of which the Supplier is aware.
	20.6	If a WorkCover (or similar) representative attends a Qantas Group Premises unannounced the Supplier must immediately advise the Qantas Contact to provide the opportunity for a Qantas Group representative to be present.

21. SECURITY REQUIREMENTS

Information Security	21.1	In addition to the obligations under clause 10.4, the Supplier must (if applicable):
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- (a) pro-actively protect the security, privacy, confidentiality, integrity and availability of the Qantas Group's Systems and Data;
- (b) comply with the Qantas Group's risk management process (based on Australian Standard AS/NZ 4360 Risk Management);
- (c) ensure that only its authorised Personnel are permitted to access Qantas Group Systems and Data and only to the extent necessary for the Supplier to perform its obligations under the Agreement;
- (d) monitor its Personnel, systems and perform periodic compliance checks (while complying with the law) to ensure that it is complying with this Agreement;
- (e) comply with the requirements regarding information security set out in Qantas Group Policies and as specified by the Qantas Group from time to time;
- (f) comply with the ESA and Payment Card Industry (PCI) standard;
- (g) not:
 - (i) use any tools on Qantas Group Systems;
 - (ii) deactivate any security controls or processes;
 - (iii) use production Data (or copies of it) for testing; or
 - (iv) use any generic user ID accounts in accessing Data (for more details the Supplier should contact their Qantas Contact);
 without obtaining the prior written approval of the relevant Qantas Group Company;
- (h) permit the Qantas Group to perform security investigations on the Supplier's Personnel and systems;
- (i) train its Personnel in best security practices and implementation practices to ensure that its Personnel comply with the obligations in the Agreement.

22. DISCRIMINATION

Discrimination defined	22.1	Discrimination occurs when one person or group is treated less favourably than another. Discrimination may be indirect or direct.
	22.2	Direct discrimination occurs where one person is unlawfully treated less favourably than another person because of a particular personal characteristic, as set out in clause 22.5.
	22.3	Indirect discrimination occurs where a condition or requirement is imposed which is unreasonable in the circumstances and which, although apparently neutral on its face, has an adverse impact on a particular person or group who are unable to comply with that condition or requirement, by reason of characteristic, as set out in clause 22.5.
Unlawful discrimination	22.4	In most countries, there are laws that make discrimination on a variety of grounds unlawful. Consequently, reference must be made to relevant legislation to determine whether it is unlawful to discriminate against a person on the basis of a particular personal characteristic.
	22.5	In Australia, grounds of unlawful discrimination include, but are not limited to: <ul style="list-style-type: none"> (a) sex; (b) race, colour, descent, nationality or national origin; (c) age; (d) impairment/disability; (e) sexual preference, gender identity and transgender status; (f) pregnancy or potential pregnancy;

		(g)	marital status;
		(h)	family responsibilities, responsibilities as a carer and/or parental/carer status;
		(i)	religious or political beliefs; and
		(j)	trade union membership, union or industrial activity or membership of an employee organisation.
Supplier's Personnel	22.6		The Supplier's Personnel must not unlawfully discriminate against Qantas Group Personnel in the course of the Supplier providing goods or services to, or performing work for, the Qantas Group.
Qantas Group Customers	22.7		Discrimination laws also extend to the provision of goods and services to the Qantas Group's customers. The Qantas Group is required to ensure that it does not unlawfully discriminate against passengers/customers, clients or contractors.
	22.8		Discrimination laws cover such situations as refusal of service or differential service resulting in a passenger or client receiving less favourable treatment. A Supplier is required to ensure that neither it nor its Personnel discriminate against a Qantas Group passenger or customer in providing goods and services to, or performing work for, the Qantas Group.

23. THEFT, FRAUD, ATTEMPTED THEFT, ATTEMPTED FRAUD OR REMOVAL OF PROPERTY REQUIREMENTS

Acts of Serious Misconduct	23.1		The theft, fraud, attempted theft or attempted fraud or unauthorised removal of Qantas Group property, the property of Qantas Group Personnel or property entrusted to the care of the Qantas Group, is an act of Serious Misconduct.
Allegation of theft, fraud, attempted theft and/or attempted fraud	23.2		Where a Qantas Group Company reasonably believes that a Supplier or a member of a Supplier's Personnel has, or may be engaged, in an act of Serious Misconduct, the Qantas Group may, acting reasonably, take one or more of the following actions: <ul style="list-style-type: none"> (a) suspend the Agreement or any of the work to be performed under the Agreement while the Qantas Group conducts an investigation; and/or (b) direct that the relevant member of the Supplier's Personnel not be involved in providing goods or services to, or performing work for, the Qantas Group during the course of the investigation.
	23.3		Where a Qantas Group Company is satisfied that a Supplier or a member of a Supplier's Personnel has committed an act of Serious Misconduct, the Qantas Group may, acting reasonably, take one or more of the following actions: <ul style="list-style-type: none"> (a) terminate the Agreement; (b) determine that it will not allow that particular member of the Supplier's Personnel to be involved in providing goods or services to, or perform work for, the Qantas Group; and/or (c) report the Serious Misconduct to the relevant authorities or regulatory agencies,
Authorised removal of property	23.4		A Supplier must not remove scrap materials, or any items not belonging to the Supplier, without an approval, signed by an authorised officer of the Qantas Group Company obtained. The approval must be presented to security when leaving Qantas Group Premises.
Security Inspections	23.5		Qantas Group Security Personnel may carry out inspections at any time including when a member of the Supplier's Personnel enters, leaves or is on Qantas Group Premises or when duties are being performed.
	23.6		The Supplier must ensure that its Personnel are also aware that in particular

circumstances police, customs officers and similar law enforcement agencies may conduct personal searches of its Personnel and items in their possession. A refusal to cooperate may result in prosecution.

Inspection principles	23.7	<p>Any inspections shall be conducted in the following manner:</p> <ul style="list-style-type: none"> (a) as far as possible, inspections shall be undertaken in a manner which respects the dignity and privacy of the Supplier's Personnel and avoids embarrassment; and (b) where reasonable, a member of the Supplier's Personnel may elect to have the inspection conducted by an officer of the same gender. <p>Any complaints in respect of inspections should be reported immediately to both the Supplier and the Qantas Group Company.</p>
Permitted Inspections	23.8	<p>When reasonably requested to do so by Qantas Group Security Personnel or any other person authorised by the Qantas Group Company, a Supplier must permit and must ensure that its Personnel permit the inspection by any officer authorised by the Qantas Group of any:</p> <ul style="list-style-type: none"> (a) parcels, bags, or containers in the possession or control of the Supplier or member of its Personnel; (b) motor vehicle driven by the Supplier or member of its Personnel; and (c) lockers, desks or other receptacles used by the Supplier or member of its Personnel.
Inspections in Supplier absence	23.9	An inspection may be conducted in the absence of the Supplier or a member of its Personnel.
Before an inspection	23.10	<p>Before an inspection is conducted, the officer conducting the inspection will generally:</p> <ul style="list-style-type: none"> (a) identify him/herself to the person being subjected to the inspection; and (b) state the reason for inspection.
During the inspection	23.11	During the course of the inspection it shall be the responsibility of the Supplier to ensure that the relevant member of its Personnel reveals the contents of any item being inspected to the satisfaction of the officer conducting the inspection.
	23.12	The officer conducting the inspection will generally not touch the member of the Supplier's Personnel during the course of the inspection or reach inside any receptacle in the possession or control of the Supplier or the member of its Personnel without the consent of the Supplier or the member of its Personnel.
If the Supplier's Personnel refuse an inspection	23.13	If a member of the Supplier's Personnel refuses to undergo an inspection, the officer will generally advise the member of the Supplier's Personnel that such refusal may expose the Supplier or that member of the Supplier's Personnel to action by the Qantas Group.
	23.14	If the member of the Supplier's Personnel continues to refuse to undergo an inspection, the member of the Supplier's Personnel is required to present their ID Card for recording purposes.
	23.15	The officer shall immediately report the refusal of the member of the Supplier's Personnel to the Supplier's Qantas Contact and to the Supplier.
If Qantas Group property is found	23.16	If, during the course of an inspection, a Supplier or member of the Supplier's Personnel is found to be in possession of Qantas Group property, the property of Qantas Group Personnel or property entrusted to the care of the Qantas Group and the officer conducting the inspection believes that the possession of the property by the Supplier or the member of the Supplier's Personnel is unauthorised, the officer will generally invite the Supplier or the member of the Supplier's Personnel to give an explanation.
When an adequate	23.17	<p>Unless an adequate explanation is provided, the officer will generally:</p> <ul style="list-style-type: none"> (a) take possession of the property and attach identifying labels or tags in the presence of the member of the Supplier's Personnel;

**explanation is
not provided**

- (b) prepare a list of items taken and provide the Supplier with a signed copy of the list;
- (c) place the items in a sealed receptacle and/or store in a safe place; and
- (d) notify the Supplier's Qantas Contact and the Supplier of the property which has been taken, the officer's reasons for doing so and any explanation offered by the Supplier or the member of the Supplier's Personnel.

PART C SUPPLIERS WORKING WITH QANTAS GROUP PERSONNEL

24. APPLICATION OF PART C

Application to Supplier	24.1	A Supplier and a Supplier's Personnel who are present at a workplace where Personnel of any Qantas Group Company are working or at any work function organised by a Qantas Group Company or attended by Qantas Group Personnel must comply with the requirements contained in this Part C.
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25. DAMP

Compliance with DAMP	25.1	A Supplier is responsible for ensuring that its Personnel are aware of and comply with any applicable DAMP.
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26. HARASSMENT

Background	26.1	Harassment is a form of discrimination and may be unlawful if it is based on particular grounds (see clause 22.5 above). Harassment can take many forms. It may be verbal, physical, written or pictorial. Harassment is usually a pattern of behaviour but a single act may constitute harassment if it is serious.
Harassment defined	26.2	To constitute harassment, the relevant conduct must: <ul style="list-style-type: none"> (a) be unwelcome or unwanted; (b) cause offence, intimidation or humiliation; (c) occur in circumstances in which a reasonable person, having regard to all the circumstances, would have anticipated that the person harassed would be offended, humiliated or intimidated; and (d) be a type that is covered by discrimination law (i.e. it must relate to race, sex etc, see clause 22.5 above).
Examples of harassment	26.3	Some examples of conduct that may be considered harassment are: <ul style="list-style-type: none"> (a) sexual harassment (see clause 26.5 below); (b) verbal or written abuse or comments that degrade or stereotype people because of their race, sexuality, pregnancy, disability, etc; (c) verbal or written public statements that may incite hatred or negative beliefs about an individual or group of people; (d) jokes based on race, sexuality, pregnancy, disability etc; (e) mimicking someone's accent, or the habits of someone with a disability etc; (f) offensive gestures based on race, sexuality, pregnancy, disability, etc; (g) ignoring or isolating a person or group because of their race, sexuality, pregnancy, disability, etc; or (h) display or circulation (e.g. by e-mail or text message) of racist, pornographic or other offensive material.
Conduct that is not harassment	26.4	Some examples of conduct that is NOT harassment are: <ul style="list-style-type: none"> (a) standard performance and/or behavioural counselling, where the feedback is appropriate, reasonable and focused on the work or behavioural improvement required; (b) mutual friendships or relationships based on welcome conduct;

		(c) personality conflicts; and
		(d) reasonable managerial decisions about employment related issues such as rosters, leave, competitive tendering and resources.
Sexual harassment	26.5	Sexual harassment is one form of unlawful harassment. Unlawful sexual harassment includes but is not limited to: <ul style="list-style-type: none"> (a) pressure or demands for dates or sexual favours; (b) unnecessary familiarity – for example, deliberately brushing against a person or constantly staring at a person; (c) unwanted physical contact – for example, touching or fondling; (d) sexual jokes or innuendo (whether they be verbal or transmitted via electronic or any other media); (e) offensive telephone calls and/or text messages of a sexual nature; (f) offensive sexual gestures; (g) unwelcome comments (e.g. in person or by phone, e-mail or text message) or questions about a person's sex life; (h) display or circulation (e.g. by e-mail or text message) of sexual material, including magazines, posters, or pictures and messages; or (i) sexual assault.
Criminal Offences	26.6	Some forms of harassment (e.g. sexual harassment) may also constitute criminal behaviour. For example, sexual assault, stalking, physically molesting a person and indecent exposure are criminal offences. If a Supplier or its Personnel becomes aware that a criminal offence has or may have been committed or attempted, they should advise the Supplier's Qantas Contact or Qantas Group Security immediately.
Internet and E-mail abuse	26.7	The receipt, access, storage, processing or distribution of any information deemed to be of a threatening, obscene, pornographic or harassing nature (e.g. by using the internet or e-mail) may also constitute harassment.

27. BULLYING

Safe Working Environment	27.1	The Qantas Group promotes a safe working environment free from workplace bullying and violence. Bullying and any form of occupational violence in the workplace will not be tolerated and may be unlawful pursuant to relevant occupational health and safety laws.
Workplace bullying defined	27.2	Workplace bullying is repeated, unreasonable behaviour directed towards Personnel of the Qantas Group or Personnel of the Supplier that creates or may create a risk to health and safety.
	27.3	Workplace bullying is a pattern of behaviour which has or may have the effect of injuring (physically or psychologically) Personnel of the Qantas Group or Personnel of the Supplier. Generally, bullying is not a one-off incident.
Examples of workplace bullying	27.4	Some examples of conduct that may be considered workplace bullying are: <ul style="list-style-type: none"> (a) persistent verbal or physical abuse; (b) 'initiation' practices that involve humiliating, intimidating or abusing Qantas Group (c) Personnel or other Personnel of the Supplier; (d) psychological abuse such as the exclusion or isolation of a member of Qantas Group Personnel or any other Personnel of the Supplier; or (e) deliberately withholding information necessary for effective work performance.

- Conduct that is not workplace bullying** 27.5 Some examples of conduct that is NOT workplace bullying are:
- (a) reasonable performance management and/or disciplinary action;
 - (b) standard personality conflicts;
 - (c) managerial prerogative and reasonable allocation of work; or
 - (d) implementation of organisational change.

28. RESPONSIBILITIES IN RELATION TO DISCRIMINATION, HARASSMENT AND BULLYING

- Supplier responsibilities** 28.1 A Supplier is responsible for:
- (a) complying with anti-discrimination legislation;
 - (b) complying with relevant laws regarding bullying and harassment;
 - (c) seeking the appropriate advice from the Qantas Contact regarding the acceptability of an action prior to undertaking it;
 - (d) ensuring its workplace practices comply with anti-discrimination and other relevant legislation;
 - (e) dealing with complaints about discrimination, harassment and/or bullying quickly, confidentially and effectively; and
 - (f) advising its Qantas Contact if any complaint of discrimination or harassment or bullying is made by a member of the Supplier's Personnel to the Supplier.
- 28.2 A Supplier is responsible for ensuring that its Personnel:
- (a) are aware of and comply with anti-discrimination legislation;
 - (b) do not engage in discrimination;
 - (c) do not engage in harassment;
 - (d) are aware of and comply with ensuring relevant laws regarding bullying and harassment;
 - (e) do not engage in bullying;
 - (f) are aware of their individual responsibilities under anti-discrimination and other legislation;
 - (g) are familiar with the avenues of complaints resolution;
 - (h) advise the Qantas Contact if they believe they have been discriminated against, harassed or bullied by Qantas Group Personnel to allow prompt resolution; and
 - (i) advise the Supplier if they believe they have been discriminated against, harassed or bullied by another member of the Supplier's Personnel.
- Victimisation** 28.3 Victimisation occurs when a person (the "Respondent") subjects another person (the "Complainant") to a disadvantage as a result of the Complainant making, being suspected of making or intending to make, a complaint or an allegation against the Respondent or giving evidence or information in connection with a complaint or allegation against the Respondent.
- 28.4 The victimisation of any person who has complained of unlawful harassment or discrimination (and who has a right to make such a complaint under legislation), or who has been asked to assist in investigating such a complaint, is generally unlawful.
- 28.5 A Supplier's Personnel who victimises another person may be subject to appropriate action taken by the Qantas Group, acting reasonably. Such action may involve disciplinary action and in serious cases, a determination not to allow that member of the Supplier's Personnel to be involved in providing

goods or services to, or performing work for, the Qantas Group.

Maintaining confidentiality

28.6 If a complaint is made to the Supplier, the Qantas Group expects that the Supplier will also take all reasonable steps to maintain confidentiality and privacy. The Supplier must advise its Qantas Contact of the complaint as soon as is practicable.

Unfounded complaint

28.7 Any person who makes such a complaint against another person without reasonable grounds may be subject to appropriate action taken by the Qantas Group, acting reasonably. Such action may involve disciplinary action and/or a determination to disallow that person from being involved in providing goods or services to, or performing work for, the Qantas Group.

PART D SUPPLIERS INTERACTING WITH QANTAS GROUP CUSTOMERS

29. APPLICATION OF PART D

Application to Supplier	29.1	A Supplier and a Supplier's Personnel who interact with any of the Qantas Group's passengers or customers on behalf of the Qantas Group must comply with the requirements contained in this Part D.
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30. STANDARDS OF PERSONAL BEHAVIOUR

Provide internal and external customers with excellence in customer service)	30.1	<p>A Supplier must and must ensure that its Personnel:</p> <ul style="list-style-type: none"> (a) protect and enhance the Qantas Group's image, profitability and success; (b) promote the Qantas Group spirit of service excellence; (c) ensure that their own behaviour or action does not cause the Qantas Group public embarrassment or bring the image of the Qantas Group into disrepute; and (d) maintain a standard of appearance while performing duties at a Qantas Group Premises that is appropriate to the Qantas Group environment and the duties performed and comply with any applicable uniform or dress policies or guidelines. (e) comply with any relevant segment or department specific service standards (f) present a positive and professional image of the individual and the Qantas Group Company; (g) endeavour to understand the needs of Qantas Group customers, meeting customer expectations and providing customers with an explanation if their expectations cannot be met; (h) assist the Qantas Group to take ownership of service failures and takes action to fix the problem within the bounds of their authority; and (i) co-operate with Qantas Group Personnel for the benefit of the Qantas Group customer
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PART E DEFINITIONS

31. DEFINITIONS

Agreement	31.1	means the Supplier's agreement with a Qantas Group Company in which these Supplier Requirements are incorporated.
ASIC	31.2	means an Aviation Security Identification Card issued under the Aviation Security Regulations 2005.
Cardinal Rules	31.3	means the rules set out in clause 12 of these Supplier Requirements.
CASA	31.4	means the Civil Aviation Safety Authority of Australia or any successor body to that function.
DAMP	31.5	means a drug and alcohol management plan required by Part 99 of the Civil Aviation Safety Regulations 1998 ("CASR").
Data	31.6	means any numbers, characters, images or other outputs from any device. Such devices include: mainframes, servers, personal computers, notebook computers, hand-held computers, personal digital assistant (PDA), pagers, distributed processing systems, network attached and computer controlled equipment (i.e. embedded technology), telecommunication resources, network environments, telephones, fax machines and printers
Drugs	31.7	means substances or medications capable of causing dependency, alteration of mood or impaired judgment, concentration or coordination. These include, but are not limited to: <ul style="list-style-type: none"> (a) illegal drugs; (b) prescribed psychoactive medications not approved by a Qantas Group Medical Officer; (c) prescription medications for which no medical authorisation has been given; and (d) medications or 'over-the-counter' substances which are used contrary to the manufacturer's instructions or recommended dosage.
ESA	31.8	is the term given to Qantas Group baseline for information security (see clause 21). This baseline links technical and people security controls with standards and consists of the following elements: <ul style="list-style-type: none"> (a) Logical Enterprise Security Architecture (LESA) design; (b) Physical Enterprise Security Architecture (PESA) design; and (c) IT security policy, procedures and standards framework.
Harmful Code	31.9	means any computer program viruses or other code that is harmful, destructive, disabling or which assists in or enables theft, alteration, denial of service, unauthorised access to, or disclosure, destruction or corruption of information or Data
Incapacity	31.10	means an inability to perform some or all of the requirements of a job.
Injury	31.11	is damage or harm done to or suffered by a person present at Qantas Group Premises, which requires some form of first aid or medical treatment or results in some level of incapacity or time off work.
Personnel	31.12	of either party means the officers, employees, agents and contractors (including their employees and contractors) of that party; and in the case of the Qantas Group, includes officers, employees, agents and contractors of any Qantas Group Company (except the Supplier and its Personnel).
Qantas	31.13	means Qantas Airways Limited (ABN 16 009 661 901) of Qantas Centre 10 Bourke Road, Mascot, 2020, New South Wales.

Qantas Contact	31.14	means the person identified in the Agreement as the contact from time to time.
Qantas Group	31.15	means Qantas Airways Limited and its related bodies corporate (as defined by the Corporations Act 2001) and companies in which Qantas holds or controls (directly or indirectly) 25% or more of the issued capital
Qantas Group Company	31.16	means a company in the Qantas Group.
Qantas Group Premises	31.17	means any place or thing used by any Qantas Group Company in the course of conducting its business, (whether or not owned by or within the exclusive control of a Qantas Group Company) including, but not limited to: <ul style="list-style-type: none"> (a) aircraft or vehicles; (b) offices or car parks; (c) warehouses or kitchens; (d) terminals, hangars, workshops or airports; and (e) for the purpose of clause 14 (Alcohol and Other Drugs), an Aerodrome Testing Area within the meaning of Part 99 of the CASR.
Qantas Group Site	31.18	means Qantas Group Premises or any other workplace controlled by a Qantas Group Company.
Safety Sensitive Aviation Activities or "SSAA"	31.19	Safety Sensitive Aviation Activities are: <ul style="list-style-type: none"> (a) any activity undertaken by a person, other than as a passenger, in an Aerodrome Testing Area; and (b) calculation of the position of freight, baggage, passengers, and fuel on aircraft; and (c) the manufacture or maintenance of any of the following: <ul style="list-style-type: none"> (i) aircraft; (ii) aeronautical products; (iii) aviation radionavigation products; and (iv) aviation telecommunication products; and (d) the certification of maintenance of a kind mentioned in paragraph (c); and (e) the fuelling and maintenance of vehicles that will be used to fuel aircraft on aerodrome testing areas; and (f) activities undertaken by an airport security guard or a screening officer in the course of the person's duties as a guard or officer; and (g) activities undertaken by a member of the crew of an aircraft in the course of the person's duties as a crew member; and (h) the loading and unloading of trolleys containing baggage for loading onto aircraft and the driving of such trolleys; and (i) activities undertaken by a holder of an air traffic controller licence in the course of the person's duties as a controller; and (j) activities undertaken by the supervisor of a holder of an air traffic controller licence in the course of the person's duties as such a supervisor; and (k) providing flight information and search and rescue alert services: <ul style="list-style-type: none"> (i) to a pilot or operator of an aircraft immediately before the flight of the aircraft; or (ii) to a pilot or operator of an aircraft, during the flight of the aircraft; or (iii) as an intermediary for communications between a pilot or operator of the aircraft, and an air traffic controller; and

- (iv) providing aviation fire fighting services.

SSAA include SSAA specified in paragraphs (b) to (l) above even if those activities do not occur in an Aerodrome Testing Area as defined by Part 99 of the Civil Aviation Safety Regulations.

Serious Misconduct

- 31.20 means misconduct of a serious nature and is usually conduct that is inconsistent with the continuation of the Supplier's engagement. Serious Misconduct may include, but is not limited to:
- (a) theft, fraud, assault or intoxication by the Supplier's Personnel in the course of the Supplier fulfilling its obligations under the engagement;
 - (b) conduct by the Supplier or its Personnel in breach of the Cardinal Rules or other conduct that causes serious risk to the health or safety of a person; or
 - (c) conduct by the Supplier of its Personnel that damages or is likely to damage the reputation, viability or profitability of Qantas or the Qantas Group.

Software

- 31.21 means programs and other software (including the supporting documentation, media, on-line help facilities, and tutorials) that perform user or business related information-processing functions including business device specific software, e-mail and collaboration software. Software may be in-house written by application programmers or pre-packaged from vendors.

Supplier

- 31.22 means any company providing goods or services to, or performing work for, a Qantas Group Company.

Systems

- 31.23 means inclusive of Qantas Group Software application(s), infrastructure, middleware and Data.

Unacceptable Behaviour

means any of the following conduct:

- (a) verbal or written abuse, physical abuse or assault;
- (b) discrimination, harassment, bullying or victimisation;
- (c) threatening or intimidating behaviour;
- (d) abuse of concessions from duty free shops or inflight cabin sales;
- (e) breach of relevant laws and regulations;
- (f) conduct or activity that is not aligned with universal international human rights standards, including those set out in Universal Declaration of Human Rights (1948);
- (g) unauthorised use of Qantas Group time, resources or facilities (including electronic communication facilities) for personal benefit or private purposes;
- (h) using Qantas Group electronic communication facilities (e.g. Internet, e-mail, phone, fax, electronic organiser) for any illegal purpose, or in a manner which causes interference with or disruption to other network users, services, equipment and information assets (for more details, the Supplier should contact their Qantas Contact);
- (i) using image recording devices, such as cameras or mobile phones with cameras, without written permission from the relevant Qantas Contact to capture and/or distribute images of:
 - (i) private, confidential or copyrighted documents or other material;
 - (ii) Qantas Group Premises or Qantas Group Sites that are not accessible to the general public;
 - (iii) any person without their express permission; or
 - (iv) any person, object, act or incident where the image would reasonably be considered inappropriate or offensive;

- (j) accessing, storing, processing or transmitting any information deemed to be of a threatening, obscene, pornographic, discriminatory or harassing nature;
- (k) damage to or theft of Qantas Group property, or property entrusted to the care of the Qantas Group;
- (l) theft or attempted theft;
- (m) fraud or attempted fraud;
- (n) giving, receiving, offering, promising, requesting or authorising of a bribe or engaging in any other corrupt activity or making facilitation payments;
- (o) giving or receiving of gifts, entertainment or hospitality which is or could give rise to an actual, perceived or potential conflict of interest or be considered by Qantas to be an activity referred to in paragraph (n) above;
- (p) unauthorised selling or promotion on behalf of another organisation;
- (q) making unauthorised public statements about the Qantas Group or any Qantas Group Company, or their position in respect of any matter;
- (r) directly or indirectly engaging in any activity which could by association cause the Qantas Group or any Qantas Group Company public embarrassment or other damage;
- (s) unauthorised passing of sensitive or confidential information obtained by or relating to the Qantas Group or any Qantas Group Company or its operations, to a third party or posting of such information in a public domain e.g. external website;
- (t) seeking or accepting tips or gratuities from Qantas Group customers;
- (u) not adhering to safety and security procedures and standards, including failure to have an Identification (ID) Card or a Visitor's pass appropriately displayed at all times;
- (v) failure to comply with the Qantas Group Cardinal Rules;
- (w) failure to comply with any Qantas Group policy notified to the Supplier;
- (x) possession, sale, use, distribution, or being found under the influence of, Drugs;
- (y) unauthorised selling, possession, distribution, drinking, or being under the influence of alcohol; and
- (z) unauthorised use of the Qantas Group or any Qantas Group Company's name or logo.

WHS	31.24	means the health and safety or workers, workplaces and work practices.
WHS Requirements	31.25	means those WHS requirements contained in clause 13.

Attachment – Qantas Group Compliance Statement

1. Anti-Bribery

- 1.1 The Counterparty represents and warrants that in respect of this Agreement neither it, nor any of its Personnel (to the knowledge of the Counterparty), has violated or will violate:
- any international anti-bribery principles contained in the United Nations Convention Against Corruption or the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions; or
 - any applicable national anti-bribery laws, including:
 - Criminal Code 1995 (Cth)*;
 - Foreign Corrupt Practices Act 1977 (US)*;
 - Bribery Act 2010 (UK)*; and
 - any other applicable laws in a relevant jurisdiction concerned with bribery or corruption.
- 1.2 The Counterparty agrees that, in respect of this Agreement, it has not and will not, directly or indirectly, offer, promise, authorise, solicit, pay or give anything of value (including money) to influence any acts, decisions, or omissions made by any Government Official, or any other individual, to use his or her influence with a government, an agency, or a private entity to commit an improper act in order to obtain or retain business.
- 1.3 The Counterparty certifies it will make and keep records of all payments made in connection with the performance of this Agreement, in accordance with the law, and which accurately reflect the true nature of the transactions.

2. Economic and Trade Sanctions and Export Controls

- 2.1 The Counterparty represents and warrants to Qantas:
- that neither it, nor any of its directors or officers is:
 - a Restricted Person; or
 - as at the date of this Agreement, in breach of, or the subject of, any proceedings with respect to Sanctions; and
 - it will comply with all relevant Sanctions;
 - it will comply with all relevant import and export control laws.

3. Anti-Money Laundering

- 3.1 The Counterparty represents and warrants that in respect of this Agreement, it will not knowingly:
- deal with any persons or entity where to do so may cause it or the other party to violate any applicable national anti-money laundering or counter terrorism financing laws or similar illegal financing activities; or
 - facilitate the commission of any money laundering, terrorism financing or similar financial crime through payments made in connection with this Agreement.

4. Anti Slavery and Human Trafficking

- 4.1 In performing its obligations under this Agreement, the Counterparty will comply with all applicable Anti-Slavery Laws.
- 4.2 The Counterparty represents and warrants that:
- as at the date of this Agreement, it has not violated any Anti-Slavery Laws, nor is it currently the subject of an investigation, inquiry or enforcement proceedings by any agency or regulatory body, in connection with such laws;
 - takes reasonable steps to identify, assess, address, investigate and mitigate the risk of Modern Slavery in its operations and supply chain;
 - it will implement and maintain reasonable policies, processes, and procedures to undertake the activities described in 4.2(b);
 - upon written request, it will provide all information and written evidence (including access to relevant documentation and records) reasonably requested by Qantas to enable Qantas to verify the Counterparty's compliance with the requirements of this clause 4; and
 - will make reasonable efforts to include a clause similar to this clause 4 in all contracts it enters into with its suppliers.

5. Conflicts of Interest

- 5.1 The Counterparty represents and warrants to Qantas that:
- it is not aware of any Conflict of Interest that has or is likely, to impact the performance of this Agreement;
 - it maintains policies and processes for identifying, managing and resolving Conflicts of Interest;
 - it will take reasonable measures to prevent any Conflicts of Interest that would provide any unfair competitive advantage to itself or to any other party or affect the Counterparty or its Personnel's ability to meet its obligations under this Agreement; and
- 5.2 The Counterparty will disclose in writing as soon as practicable, the details of the nature and extent of any suspected Conflict of Interest connected to this Agreement.

6. Actions

- 6.1 If Qantas has a reasonable suspicion that the provisions of this Compliance Statement have been violated based on identifiable evidence or information, Qantas:
- may request that the Counterparty provide information and answer any reasonable questions in respect of its performance of this Agreement, and the Counterparty must promptly provide such information and answers;
 - retains the absolute discretion to disclose any information in connection with this Agreement to a legal or regulatory body without any obligation to inform the Counterparty; and
 - may terminate any agreements between the parties immediately and without penalty.

7. Definitions

Anti-Slavery Laws means any labour (including child, forced or bonded labour), anti-slavery and human trafficking legislation and regulations, including as applicable, but not limited to:

- Modern Slavery Act 2018 (Australia); and
- UK Modern Slavery Act 2015 (Anti-Slavery Laws).

Counterparty means the Supplier.

Conflicts of Interest means any actual, potential or perceived circumstance, where any Personnel of a company has any personal or commercial interest or affiliation outside of their role for that company that may compete with, or could appear to influence, the bidding, awarding, negotiation or performance of this Agreement. A Conflict of Interest may be financial or non-financial, and can include the interests and activities of family members, close friends, business associates or other affiliates over which the Personnel of the company has a meaningful level of influence.

Government Official means any officer, employee, agent or representative of any government, majority government-owned or controlled entity, agency or any person acting in an official capacity, including any candidate, official or representative of a political party.

Personnel means directors, officers, employees or other persons authorised to act on its behalf of a company.

Related Body Corporate has the meaning given in section 50 of the *Corporations Act 2001* (Cth).

Restricted Person means a person that is:

- listed on any Sanctions List,
- located in or organised, headquartered, incorporated under the laws of any country or territory that (or whose government) is the target of country-wide or territory-wide Sanctions; or
- if a natural person, ordinarily resident in, a country or territory that (or whose government) is the target of country-wide or territory-wide Sanctions.

Sanctions means the economic sanctions or embargoes administered, enacted or enforced by any Sanctions Authorities.

Sanctions Authorities means:

- the Commonwealth of Australia, the United States of America, the United Kingdom, the European Union and the United Nations; and
- the respective governmental institutions and agencies of any of the foregoing including without limitation the Department of Foreign Affairs and Trade (**DFAT**) under the *Autonomous Sanctions Bill 2010*, the Office of Foreign Assets Control of the US Department of Treasury (**OFAC**), the United States Department of State, and Her Majesty's Treasury (**HMT**).

Sanctions List means:

- the "Consolidated List" maintained by DFAT;
- the "Specially Designated Nationals and Blocked Persons" list maintained by OFAC;
- if, and to the extent applicable either Party, the Consolidated List of 'Financial Sanctions Targets' and the 'Investment Ban List' maintained by HMT, or any similar list maintained by, or public announcement of Sanctions designation made by, any of the Sanctions Authorities.

Modern Slavery means any activity, practice or conduct prohibited or defined as a modern slavery offence under Anti Slavery Laws.