

DATE

NAME

ADDRESS1

ADDRESS2

Dear NAME,

EMPLOYMENT AGREEMENT

It is with pleasure that we offer you employment with Buildcorp Group Pty Ltd ("**Buildcorp**"). This letter and the attached schedule set out the terms and conditions of your employment, which are in accordance with the National Employment Standards found in the **Fair Work Act 2009**.

This agreement will apply to your employment from the date it is signed by you.

Position

You will be employed in the position of **TITLE** (or such other position determined by Buildcorp from time to time). A position description has been provided to you, outlining your role and responsibilities.

Term of employment

You will commence work on **DATE** on a full-time basis.

Hours of work

You are required to work during Buildcorp's ordinary business hours or as required by Buildcorp, unless otherwise agreed by Buildcorp. You will need to be flexible about when you work. From time to time you may be required to work reasonable additional hours to meet the needs of the business or your position. You acknowledge that this is reasonable and is part of your role, and that this is reflected in your rate of remuneration, which is to compensate you for all hours you work.

Location of work

Your principal location of work will be within **STATE**. However, from time to time you may be required to work interstate on short term temporary secondment to meet the needs of the business. In this event, Buildcorp will reimburse you for reasonable travel and living expenses for the period of the secondment.

Your duties

You must:

- (a) perform to the best of your abilities and knowledge the duties assigned to you by Buildcorp from time to time, whether during or outside its business hours, at such places as Buildcorp reasonably requires and for the benefit of whoever Buildcorp directs (including any Group Member or a third party);
- (b) serve Buildcorp faithfully and diligently to the best of your ability;
- (c) use all reasonable efforts to promote the interests of Buildcorp;
- (d) act in Buildcorp's best interests;
- (e) comply with all lawful directions of Buildcorp;
- (f) devote your time and attention during Buildcorp's business hours exclusively to the discharge of your duties except as may be permitted in writing by Buildcorp;
- (g) comply with all laws applicable to your position and the duties assigned to you; and
- (h) report to the person or persons nominated by Buildcorp from time to time.

Without limiting your duties to Buildcorp, you must not:

- (a) act in conflict with Buildcorp's best interests;
- (b) be involved in competing or preparing to compete with Buildcorp (or any Group Member);
- (c) perform work for any person other than a Group Member without first obtaining Buildcorp's written consent; or
- (d) refer any business of a type performed by any Group Member to any external party without the specific written permission of Buildcorp.

Change to position, duties or location

Even if your position, remuneration, duties, location of work or reporting responsibilities change during your employment with Buildcorp, the terms of this agreement, including the required period of notice, will otherwise remain as set out in this agreement unless expressly varied by the parties in writing.

Remuneration

Your annual remuneration package will be made up as follows:

Remuneration	Value (\$)
Gross base salary per annum ("base salary")	
Buildcorp contribution to superannuation (" Superannuation Contributions ")	
Motor vehicle allowance	
Total remuneration package (per annum)	

Buildcorp will pay you your annual remuneration package subject to, and in consideration of, you performing your duties under this agreement.

Your annual base salary will be paid in twelve equal monthly instalments, less applicable taxation at the prescribed rate as defined by the Australian Tax Office (ATO), into your nominated bank account(s) by electronic funds transfer. For the first month you will be paid on or about the last working day of the month for that month, and thereafter, on or about 15th of each month 50% in advance and 50% in arrears. Your last instalment will be proportionate if necessary.

To the extent permitted by law, you irrevocably authorise Buildcorp to deduct from your remuneration any previous overpayments of remuneration or other amounts which you owe to Buildcorp. You acknowledge that this is reasonable and part of an arrangement which is principally for your benefit.

Visa

If applicable, this offer of employment is subject to you maintaining the required visa to work in Australia.

Salary and performance reviews

Buildcorp reviews salaries annually, taking into account your position, performance and the market rate, with any adjustment effective 1 August each year. Formal performance reviews are also held annually and your performance is taken into account in your salary review. Any increase in salary is at Buildcorp's discretion and you acknowledge that there is no expectation that Buildcorp will increase your salary.

Motor vehicle allowance

You have elected to remove the nominated motor vehicle allowance from your remuneration package. Please be advised that Buildcorp do not reimburse for day-to-day motor vehicle expenses, including tolls, fuel, mileage and wear & tear of your vehicle. As you have requested to roll your car allowance into your base salary you will be required to cover these expenses directly going forward.

If a motor vehicle allowance forms part of your package above, you can lodge a PAYG withholding variation application with the Australian Taxation Office in order to vary the amount of tax paid on the allowance. In the event a variation certificate is not provided to payroll, your motor vehicle allowance will be taxed at base salary. Please be advised that Buildcorp do not reimburse for day-to-day motor vehicle expenses, including tolls, fuel, mileage and wear & tear of your vehicle.

Superannuation

In addition to your base salary, Buildcorp will pay superannuation contributions to a complying superannuation fund of your choice. These superannuation contributions will equal the minimum level of superannuation contributions

which Buildcorp must make for you in order to avoid the imposition of the superannuation guarantee charge under superannuation guarantee legislation as amended from time to time ("Superannuation Contributions").

Buildcorp's default superannuation fund is currently the Buildcorp Group Pty Limited AMP Signature Super Select Superannuation Fund. If you choose to elect to join an alternate fund, you will be required to complete "Part B" of the "Choice of superannuation fund standard choice form – information for employees". Once completed, the form along with a letter from your fund (including a SPIN number) should be forwarded to the payroll office for processing as soon as possible. Care should be taken in your choice of fund, as life and disability benefits may vary from fund to fund.

Salary sacrifice to superannuation

You may wish to sacrifice an amount from your pre or post-tax salary to superannuation. Care should be taken as additional contributions may be subject to taxation. It is recommended that you consult an independent financial advisor or the Australia Taxation Office.

Discretionary benefits

In addition to your Remuneration, Buildcorp may, in its absolute discretion, provide you with other benefits ("**Discretionary Benefits**"). Buildcorp may cease providing the Discretionary Benefits, or change the basis on which it provides them, from time to time in its absolute discretion and you will not have an entitlement to continue to receive Discretionary Benefits. Some of the Discretionary Benefits Buildcorp presently provides are set out below.

Details about many of the Discretionary Benefits provided by Buildcorp are outlined on the Buildcorp intranet ("**intrabuild**"). If you do not have access to intrabuild, a policy and procedures manual outlining the Discretionary Benefits will be made available to you.

(a) Discretionary performance bonus

From time to time, Buildcorp may pay you a discretionary performance bonus. This bonus does not form part of your overall remuneration package and is dependent on the performance of Buildcorp, your Business Unit and your personal performance. Bonuses are generally paid in December for the previous financial year. Employees who have resigned or under notice of termination and are serving their notice period are not eligible for a discretionary performance bonus. Bonuses are not paid to former employees of Buildcorp.

(b) Salary continuance

Buildcorp currently provides salary continuance insurance cover for all salaried permanent employees. The terms of this cover is in accordance with the applicable insurance policy in place at the relevant time (which is not incorporated into this agreement). The present policy provides eligible employees who suffer long term illness or disablement, an amount equal to 75% of their base salary, paid monthly for the period of continuous illness exceeding ninety days, up to the age of 70 (various conditions apply and the policy may be subject to change from time to time). Specific information relating to the policy can be found in the intrabuild Topic T0022 "About your pay and benefits" and in the information sheet provided in your employment pack.

(c) Life insurance

Employees who select the Buildcorp Group Pty Ltd, AMP Signature Super Select Superannuation Fund (Buildcorp Fund) are currently provided with life insurance cover if they are a contributing member at the time of death. The terms of this cover is set by the Buildcorp Fund. Current cover is equal to fifteen percent of current annual base salary multiplied by the number of years to 65 (various eligibility conditions apply). This level of cover may change. Further information on the benefit and eligibility are provided in your Buildcorp Fund member's kit.

(d) Mobile telephone

Buildcorp offers eligible employees the opportunity to 'Bring Your Own Device' (BYOD) and receive a monthly taxable allowance in your wages. You have an obligation to ensure your device meets certain phone and data requirements. Should you be eligible for a company mobile phone, a copy of the current mobile phone policy will be made available to you.

(e) Computer

Buildcorp may provide you with a computer for work-related use. As a condition of issue, you agree to abide by Buildcorp policies relating to use and care of your computer, as well as data protection and use of email and internet. More information about this can be found on intrabuild.

Leave entitlements

You will be entitled to twenty days paid annual leave in each 12 months of service (pro-rated for part-time employees) in accordance with the Buildcorp annual leave policy and applicable legislation.

Buildcorp may direct you to take annual leave at any time by providing you with one month's notice including, without limitation, during periods when Buildcorp is operationally closed or in circumstances where you have accrued more than 20 days' annual leave entitlements.

You are entitled to ten days paid personal/carer's leave in each 12 months of service in accordance with applicable legislation. This entitlement is cumulative and will be pro-rated if you work part-time.

Buildcorp also provides many other type of leave to cover various life events and work life balance. Other types of leave include – long service leave, parental leave, and leave for community service and jury service. For information on leave, how to apply and your eligibility refer to the Buildcorp leave policies on intrabuild.

Unless you cannot do so due to circumstances beyond your control, you must as soon as practicable notify Buildcorp if you will be absent. If Buildcorp requires you to notify a particular officer or employee of your absence, then you should comply with this requirement.

Buildcorp may require you to provide satisfactory evidence confirming any illness or injury in respect of which personal/carer's leave is taken. This may include a medical certificate or statutory declaration, as required by Buildcorp.

No payment in lieu of personal/carer's leave will be made, either on termination of your employment or otherwise.

Medical examinations

Prior to your commencement or during the course of your employment, Buildcorp may require you to be examined by a medical practitioner nominated by Buildcorp who will provide a report to Buildcorp.

Buildcorp reserves the right to carry out random drug and alcohol screening during the course of your employment where Buildcorp considers it appropriate.

Pre-existing medical conditions

As part of our commitment to our employees' safety, if you have a previous medical condition that could affect your ability to perform your role, you must inform Buildcorp. Without this information we may not be able to help you in an emergency.

Any medical information you provide us with will be treated strictly confidentially and only disclosed to those who "need to know". Except to the extent that you inform us otherwise, we are relying on the fact that by accepting our position you acknowledge that you are fit and able to perform your role.

Minimum entitlements

Notwithstanding any annualised salary arrangement, if at any time you are entitled to any payment or other benefit as a consequence of your employment (whether under legislation, an Industrial Instrument or otherwise) including, without limitation, minimum wage rates, allowances, overtime and penalty rates, annual leave loading (**Minimum Entitlements**), you agree that:

- (a) any Minimum Entitlements will be calculated at the applicable minimum hourly rate prescribed by an industrial instrument or legislation;
- (b) as far as possible, your Remuneration and other employment related benefits will be in satisfaction of the Minimum Entitlements; and
- (c) the Minimum Entitlements do not form part of this agreement.

As part of this, your annual Remuneration includes payment for all hours worked (whether part of ordinary hours or not) and public holidays or substitute public holidays (whether you work on those days or not).

Warranty

You warrant that:

- (a) you have and maintain a right to work in Australia;
- (b) you hold educational qualifications as detailed in your application/resume;
- (c) you have not entered into, and will not enter into, any agreement in conflict with this Agreement or your employment with Buildcorp;
- (d) your employment with Buildcorp will not violate any agreement with, or rights of, any third party;

- (e) you have disclosed everything to Buildcorp which may be material to Buildcorp's decision to offer you employment under this agreement;
- (f) you are capable of performing the duties involved in the position;
- (g) except as expressly authorised by Buildcorp in writing, you will not use or disclose your own or any third party's confidential information or intellectual property when acting within the scope of your employment or otherwise on behalf of Buildcorp; and
- (h) you have not retained anything containing any confidential information of a prior employer or other third party, whether or not created by you.

Safety at Buildcorp

Working in the construction industry the safety of our team, and visitors to our sites, is of utmost importance. Understanding of, and adherence to, our safety policies and processes are an important component of your employment. We are committed to the health and safety of all our employees and subcontractors as well as to ensuring that the activities of the organisation have minimal impact upon the environment. We use an integrated approach for managing Health, Safety and the Environment (HSE) in all aspects of the organisation.

Working safely is a condition of employment at Buildcorp and any material breach or wilful disregard of our HSE policies or systems may result in instant dismissal.

Compliance with policies

You agree to comply with Buildcorp policies and standards, published on intrabuild. In particular the following policies must be complied with:

- (a) **Workplace behaviour:** Buildcorp has clear standards and guidelines regarding behaviour in the workplace that you are required to observe whilst at work or in all situations where you may either directly or indirectly represent Buildcorp. Specific information relating to the policy can be found in the intrabuild Topic T0152 'discrimination, bullying and harassment'.
- (b) **Business conduct guidelines:** Buildcorp does not compromise ethical standards in its relationships with clients, potential clients, sub-contractors, consultants, suppliers, competitors or other employees. Serious breaches of business conduct guidelines, including dishonesty, misappropriation, serious or wilful misconduct may result in instant dismissal. Specific information relating to the policy can be found in the intrabuild Topic T0139 'business conduct and ethics'.
- (c) **Conflict of interest:** As an employee you must not participate in any improper use of your position or information made available to you to gain an advantage for yourself or others to the detriment of Buildcorp, its employees, clients, potential clients, sub-contractors, consultants, suppliers or competitors. You are required to disclose any interest or potential interest that you or your family may have to your manager and general manager, that is in, or related to Buildcorp, company contracts, projects, clients, suppliers or sub-contractor, or any knowledge or relationship with a competitor or related business. For as long as you are an employee of Buildcorp you agree that you will not work for any other person or organisation without our prior written consent. If you are working for Buildcorp on a part-time basis we will not withhold our consent unreasonably. Specific information relating to the policy can be found in the intrabuild Topic T0146 'avoiding conflict of interest'.
- (d) **Credit card:** Buildcorp may provide you with a corporate credit card for business use only. In accepting the card you are required to agree and certify that you understand the terms and conditions of use, and that you indemnify Buildcorp for any misuse or charges that are not related specifically to your position with Buildcorp.
- (e) **Social Media:** Buildcorp recognises that there are positive and legitimate business reasons for using social media and company computing resources. Specific information relating to the policy can be found in the intrabuild Topic T0149 'Internet, Email and Social Media'.
- (f) **Drug & Alcohol:** Buildcorp is committed to ensuring so far as reasonably practicable the health and safety of every employee. The Company is committed to maintaining a workplace culture that reduces risks associated with drugs and alcohol. Any person entering a Buildcorp workplace is expected to comply with this culture and present in a fit and ready state to work in acknowledgement of this policy and their duty of care. Specific information relating to the policy can be found in the intrabuild Topic T0150 'Drugs and alcohol in the workplace'.

Policies and representations

Without limiting the 'Entire Agreement' clause below any policies, guidelines or procedures of Buildcorp do not form part of this agreement and are not intended to give rise to contractual rights against Buildcorp. Any implied contractual duty of Buildcorp to act in good faith or reasonably is expressly excluded from forming part of this agreement. You acknowledge you are not relying on any representations by, or on behalf of, any Group Member unless expressly incorporated into this agreement and you acknowledge that Buildcorp may introduce, vary or rescind any policies, guidelines or procedures from time to time, in its absolute discretion and without any limitation on its capacity to do so and any failure by Buildcorp to comply with its policies, or procedures is not a breach of any terms of this agreement (including implied terms).

Privacy

By signing this agreement, you acknowledge that during the course of your employment, Buildcorp may, for any purpose relating to your employment with Buildcorp or for reasonable business requirements of Buildcorp:

- (a) collect and use your Personal Information;
- (b) disclose your Personal Information, including without limitation to any related entities, the Australian Taxation Office, superannuation fund trustees and administrators, insurers, medical or occupational practitioners, financial and legal advisors, potential purchasers in a sale of business and law enforcement bodies.

Monitoring of Information Technology Policy

Buildcorp notifies you that it will, from the date on which you sign this agreement, carry out ongoing, intermittent surveillance of the use of your computer systems – including emails, internet and files (including files stored on your work computer).

The surveillance is carried out by all means available to Buildcorp which may include accessing your email account or emails; accessing your files and other information contained on your computer, storage devices or communications devices; accessing records of your internet usage (including sites and pages visited, files downloaded, video and audio files accessed and data input); and your use of monitoring, logging and automatic alerting software and other specialist software.

Probationary period

You will initially be employed for a probationary period of six months from your commencement date. During the probationary period, either you or Buildcorp may terminate your employment with one week's notice in writing, or Buildcorp may decide to pay you one week's salary in lieu of notice. Buildcorp will review and discuss your performance before the end of the probationary period and provided your performance is satisfactory will confirm the successful completion of your probationary period.

Notice of termination

Following the successful completion of your probationary period, either you or Buildcorp may terminate your employment by giving four weeks' notice of termination in writing. Buildcorp may, in its absolute discretion, elect to make a payment to you equal to your base salary in lieu of any period of notice, or the unexpired part of any period of notice, given under this clause. If Buildcorp does so, then your employment terminates on the date the Company notifies you of this election.

Buildcorp reserves the right to terminate your employment immediately without notice:

- (a) if you are guilty of serious misconduct including, without limitation;
 - i) wilfully, or deliberately, behaving in a way that is inconsistent with the continuation of this agreement;
 - ii) commissioning of any act or omission that causes imminent, or serious, risk to the health or safety of a person, or the reputation, viability or profitability of Buildcorp;
 - iii) engaging in theft, fraud or assault;
 - iv) refusing to carry out a lawful and reasonable instruction;
 - v) engaging in conduct that could bring you or Buildcorp into disrepute;
- (b) if you materially neglect your duties;
- (c) if you cease to hold an appropriate visa / work permit allowing you to lawfully work in Australia;
- (d) if you breach any material provision of this agreement; and
- (e) any other ground on which Buildcorp would be entitled to terminate your employment without notice at law.

During part or all of any notice period or suspension period provided for in this clause:

- (a) Buildcorp may require that you not attend your work location;
- (b) Buildcorp may require that you not contact any customers or clients;
- (c) Buildcorp may require that you not undertake any work or undertake only limited work;
- (d) Buildcorp may change your position and responsibilities;
- (e) Buildcorp may appoint another person on an interim or permanent basis to fill your role;
- (f) Buildcorp may require you to take annual leave;
- (g) Buildcorp may require you to return Company Property;
- (h) your access to Buildcorp's computer systems and premises may be suspended or terminated; or
- (i) Buildcorp may elect any combination of the above.

Buildcorp may suspend you while investigating any matter which Buildcorp believes could lead to Buildcorp exercising its rights under this clause or taking other disciplinary action.

This clause prevails over the remainder of this agreement and is not limited by any other provision of this agreement (including implied terms) or any other arrangement between you and Buildcorp.

After termination

If your employment is terminated for any reason:

- a) you irrevocably authorise Buildcorp to set off any amounts you owe Buildcorp (including deductions for the cost of repair or replacement of property issued to you) against any amounts Buildcorp owes you at the date of termination except for amounts Buildcorp is not entitled by law to deduct and you acknowledge that this is reasonable and principally for your benefit; and
- b) your obligations under **Schedule 1** continue after your employment terminates, except in respect of information which is part of your general skill and knowledge, but is neither a trade secret nor highly confidential information.

Redundancy

Redundancy is paid in accordance with the National Employment Standards in the Act.

Return of company property

On or prior to the termination date, and prior to your final monies being paid, you will be required to return all company property and assets including but not limited to equipment, motor vehicle, mobile phones and devices, keys and security passes, documents, plans, intellectual property, contact lists, client or other company information or property in your possession.

Damages

Damages for breach of this agreement are not available for personal illness or injury or non pecuniary loss (including, but not limited to hurt, humiliation, distress and disappointment). Any damages for breach of contract, whether related to termination of your employment or otherwise, are expressly limited to your remuneration for the period of notice of termination specified in this agreement.

Severability

Part or all of any clause of this agreement that is illegal or unenforceable will be severed from this agreement and the remaining provisions of this agreement continue in force.

Waiver

The failure of either party at any time to insist on performance of any provision of this agreement or to exercise a right under this agreement is not a waiver of its right at any later time to insist on performance of that or any other provision of, or exercise that or any other right under, this agreement.

Entire Agreement

This agreement and the attached schedule constitutes the entire agreement between the parties as to their subject matter and any implied contractual duty (including any duty of cooperation) owed to you by Buildcorp is expressly excluded from forming part of it; and in relation to that subject matter, supersedes any prior understanding or agreement (including any prior employment contract) between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party.

Alteration

This agreement and the attached schedule may only be altered in writing, signed by each party.

Governing law

This agreement is governed by the law applicable in **STATE**.

Definitions

Act means the *Fair Work Act 2009* (Cth) and the *Fair Work (Transitional Provisions and Consequential Amendments) Act 2009* (as applicable at the relevant time), as varied or replaced from time to time.

Group means Buildcorp and its Related Companies and **Group Member** means any member of the Group.

Industrial Instrument means any industrial award, collective agreement or other form of agreement made, recognised or taken to exist under an industrial law (including the Act).

Personal Information means personal information (including sensitive information) as those terms are defined in the *Privacy Act 2001* (Cth).

Related Company means any related bodies corporate as defined under the *Corporations Act 2001* (Cth).

Acceptance of offer

In signing this agreement, you agree to comply with the terms and conditions set out in this letter and the attached schedule as well as Buildcorp policies and practices which are subject to change from time to time.

This offer will lapse unless accepted within five (5) working days of the date of this letter. If you wish to accept these terms and conditions, please sign and date the letter and email to **Natalie Shamon, Human Resources Business Partner**, via natalie_shamon@buildcorp.com.au / **Caroline Reid, Human Resources Business Partner**, via caroline_reid@buildcorp.com.au.

We look forward to a long and mutually rewarding association.

Yours faithfully,
Buildcorp Group Pty Ltd

MANAGER NAME

Position Title

I have read this letter and the attached schedule and agree to accept the terms of this letter and the attached schedule.

NAME

Date

Attachments

A. Schedule 1 – Employee Obligations

Schedule 1 - Employee Obligations

As a condition of your employment with Buildcorp, this schedule contains various obligations regarding Buildcorp's confidential information, intellectual property and anti-poaching obligations. The obligations contained in this Schedule form part of the terms and conditions of your employment, and are to be read in conjunction with the terms and conditions of your employment set out in your employment contract.

Confidentiality

During the course of carrying out your duties with Buildcorp, you will be privy to Confidential Information. You agree to keep confidential all Confidential Information other than Confidential Information that:

- a) you are required to disclose in the course of your duties as an employee of Buildcorp; or
- b) you are required by law to disclose.

You agree:

- a) to only use Confidential Information for the purpose of performing your duties as an employee of Buildcorp,
- b) that except where appropriate for your role and duties you will not delete, re-arrange access or otherwise use Confidential Information,
- c) you will observe any procedures or systems Buildcorp implements to ensure the protection of Confidential Information, and
- d) you will immediately notify Buildcorp of any suspected or actual unauthorised use, copying or disclosure of Confidential Information.

Without limiting Buildcorp's rights, you must provide assistance reasonably requested by Buildcorp in relation to any proceedings Buildcorp may take, or threaten to take against any person for unauthorised use, copying or disclosure of Confidential Information.

Confidential Information means:

- a) all confidential information including, but not limited to:
 - (i) trade secrets and confidential know-how; and
 - (ii) financial, accounting, marketing and technical information and plans, customer and supplier lists, know-how, technology, operating procedures, price lists, data bases, source codes, methodologies, details of specific projects and potential projects (including the status or progress of individual projects), project submissions, internal estimates, calculations, and working documents, documents in tender packages, building approvals, financial arrangements, or contractual or legal disputes, information about Buildcorp clients, contractors and other service providers, 'personal information' protected under privacy laws, systems, processes, procedures, passwords, codes and computer software, of which you become aware or generate (both before and after the day this agreement is signed) in the course of, or in connection with, your employment with any Group Member (including confidential information belonging to a third party); and
- b) all copies, notes and records based on or incorporating the information referred to in paragraph (a), but does not include any information that was public knowledge when this agreement was signed or became so at a later date (other than as a result of a breach of confidentiality by, or involving, you).
If you are not sure if something is or should be treated as Confidential Information, you should assume that it is unless your Manager informs you otherwise.

Intellectual property and moral rights

During the course of your employment, you may be involved in the creation of documents or material on behalf of Buildcorp or a client that is the property of Buildcorp and subject to copyright.

You agree to:

- a) presently assign to Buildcorp all existing and future Intellectual Property Rights;
- b) acknowledge that by virtue of this clause all such existing Intellectual Property Rights are vested in Buildcorp and, on their creation, all such future Intellectual Property Rights will vest in Buildcorp;
- c) acknowledge that you may have Moral Rights in respect of Intellectual Property Rights;
- d) in so far as you are able, waive your Moral Rights in respect of the Intellectual Property Rights; and
- e) voluntarily and unconditionally consent to all or any acts or omissions by Buildcorp, or persons authorised by Buildcorp, which would otherwise infringe your Moral Rights in respect of any Intellectual Property Rights.

You agree that you will disclose to Buildcorp everything in which Intellectual Property Rights may subsist.

You agree to do all things reasonably requested by Buildcorp to enable Buildcorp to exploit and further assure the rights assigned, and consents given, under this agreement.

Intellectual Property Rights means all intellectual property rights including:

- a) patents, copyright, registered designs, trademarks and the right to have confidential information kept confidential; and
- b) any application or right to apply for registration of any of those rights, created or generated by you (whether alone or with any other persons) in the course of, in connection with or arising out of your employment with Buildcorp including Intellectual Property Rights created:
 - c) before this agreement is signed;
 - d) using, to any extent, the Group's property, computer systems or resources or Confidential Information; and/or
 - e) outside working hours or outside the workplace.

Moral Rights means the following rights in respect of any Intellectual Property Rights:

- a) the right of integrity of authorship (that is, not to have a work subjected to derogatory treatment);
- b) the right of attribution of authorship of a work; and
- c) the right not to have authorship of a work falsely attributed,

(which are rights created by the *Copyright Act 1968* (Cth)), and any other similar right capable of protection under the laws of any relevant jurisdiction.

Non-disparagement

Without limiting your duties to Buildcorp, you must not (during or outside of working hours) disparage Buildcorp or any of its related bodies corporate.

Anti-poaching undertaking

During your employment and for a period of six months after termination of your employment, you must not, within Australia, solicit, canvass, approach or entice or accept any approach from (or attempt to solicit or entice):

- a) Any Group Employees, Contractors or Suppliers with whom you have dealt while working at Buildcorp, or
- b) Any Customer to whom you have provided services during the period of your employment on behalf of Buildcorp,

away from Buildcorp without prior written consent from Buildcorp.

Customer, Supplier, Group Employees, Contractors means any customer, supplier, employee or contractor of any Group Member in any business (carried on by a Group Member) with whom you have worked or had dealings with at any time during the 12 months prior to the termination of your employment.

Consequences of a breach

In offering you employment Buildcorp is relying on your commitment to the obligations contained herein. If you breach any of the obligations in this document during your employment with Buildcorp, Buildcorp may terminate your employment without notice.

If you breach any of these undertakings after your employment with Buildcorp has ceased you acknowledge that damages are not an adequate remedy. Consequently, you acknowledge that it would not be unreasonable for Buildcorp to obtain injunctive relief from a court of competent jurisdiction.

This agreement will continue to operate after your employment with Buildcorp comes to an end. This agreement is in favour of Buildcorp Group Pty Ltd in its own capacity and on behalf of its related entities (as may be incorporated from time to time)



Date

Private and confidential

By hand

NAME

ADDRESS

Dear NAME,

RE: Termination of employment by reason of redundancy

As per our discussion today, Buildcorp Group Pty Ltd (**Buildcorp**) has reviewed its operations and the impact that this has on your role. As a result of the review, we are reducing a number of roles across the business. As part of this, Buildcorp has identified your role is no longer required.

As explained, Buildcorp has been trying to identify a suitable alternative position for you. Unfortunately, Buildcorp is unable to identify anything suitable. Therefore, I confirm your position has become redundant, and your employment will terminate effective immediately. Buildcorp does not require you to work out your notice period and will provide you with a payment in lieu of notice.

Below are the details of your entitlements you will receive on the termination of your employment:

Entitlements
Payment in lieu of Notice (4/5 weeks), less prepaid salary for 15-30 June 2020
Redundancy payment (NUMBER OF WEEKS weeks)
Payment in respect of your accrued but untaken annual leave entitlements
Payment in respect of your accrued but untaken long service leave

In addition, an adjustment for the prepaid salary for 15-30 June 2020 has been made to recognise the more favourable tax treatment for a redundancy termination payment and has been included in the termination payment.

A schedule of the payment you will receive is enclosed. Payment will be made at your normal rate of pay and less applicable taxes.

Buildcorp will advise your superannuation fund of the termination of your employment due to redundancy. Your fund should advise you separately of your superannuation benefits.

To assist you through this transition Buildcorp will make outplacement services available to you through Hudson for an initial three sessions, with additional sessions if requested. A representative from Hudson was made available to speak with you at the end of the meeting to discuss outplacement options.

As discussed, Buildcorp will also pay you an additional termination payment of 3 weeks' pay subject to you signing the enclosed deed of release in the presence of a witness and returning the signed copy to [insert~me~[name]] by [insert date].]

Please ensure that all items belonging to Buildcorp are duly returned to the office prior to close of business on 17 June 2020. After ensuring the Company has a copy, please permanently erase all electronic copies of Company Property on any personal device.

I would also like to take this opportunity to remind you that your obligations of confidentiality which you owe to the Company under your employment contract and at law continue after the termination of your employment.

To assist with any of your future employment opportunities, I am more than happy to act as a phone referee if you require; your efforts and dedication to your work have been greatly appreciated. On behalf of Buildcorp, I wish you all the best in your future endeavours.

Yours sincerely

MANAGER NAME

Manager Title

Career Transition – Our outplacement programs

Job search express 3 sessions	Career essentials 6 sessions	Career focus 12 sessions	Career exploration 18 sessions	Executive 24 sessions
 A practical program that ensures individuals have an up to date resume and a job search plan	A targeted program that gives individuals the key tools to support them with their job search	A focused program to help individuals to establish a clear career plan and equips them with all of the skills and tools required to secure their next role	A comprehensive program that provides individuals with a highly tailored and insightful exploration into career opportunities as well as intensive support to assist them in securing their next role or opportunity	A unique and exclusive program that understands the complex challenges faced by executives and works in partnership with the individual to identify, plan and target their next opportunity
 One-on-one coaching	One-on-one coaching	One-on-one coaching	One-on-one coaching	One-on-one coaching
 Workshops /webinars	Workshops /webinars	Workshops/webinars	Workshops /webinars	Exclusive access to Executive Extras
 Hudson Edge access	Hudson Edge access	Hudson Edge access	Hudson Edge access	Hudson Edge access



"For me it was so inspirational to engage with someone who makes me think outside the box. I find this so energising. Already I believe I know what direction I need to take."

Session topics

1:1 coaching

Typical session structures:

First session:

- Welcome & Introductions
- Current state check-in
- Objectives & priorities for program
- Laying out the roadmap
- Useful resources and contacts
- Actions before next session

In-flow sessions:

- Current state check-in
- Review of priorities and actions from last session (re-focus)
- Reflections, learning, adjustments
- Practical support
- Laying out the next steps

Last session:

- Current state check-in
- Appreciating successes and challenges against objectives
- Feedback
- Forward-focused priorities and concerns
- Practical next steps and focus areas

Support to manage the change

Personal insights based on career and self-insight tool completion

Career exploration and planning

Resume and social media profile

Market research and networking

Responding to job applications & selection criteria

Interview practice

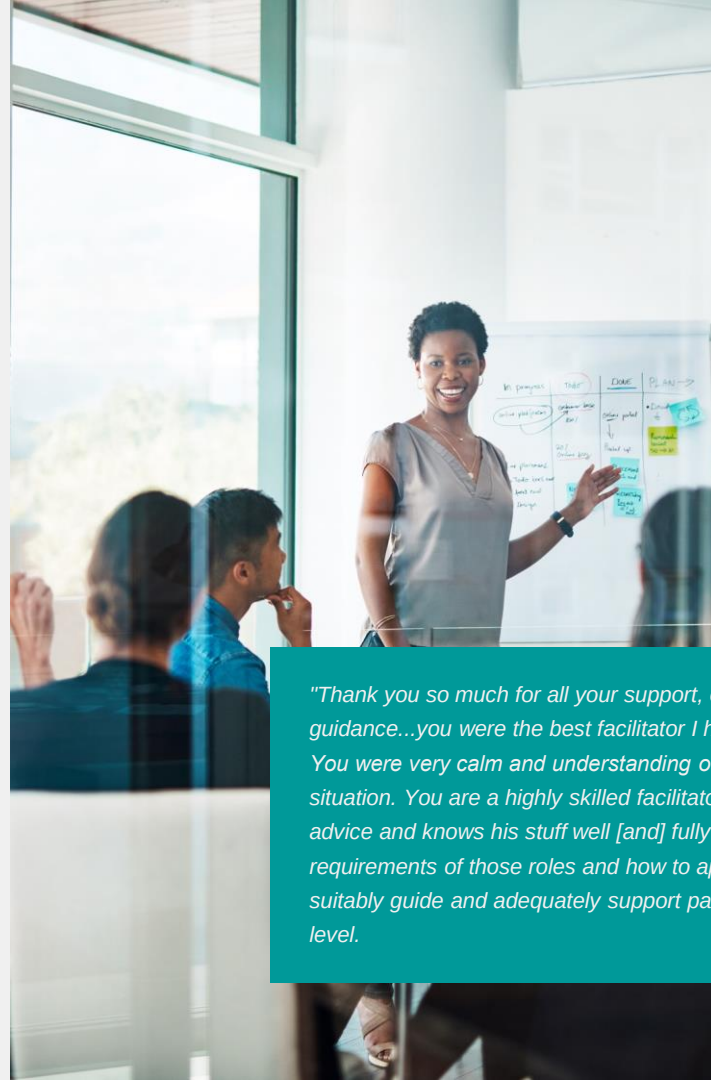
Group Workshop Experience

Our facilitators:

- Experts at making people feel welcome
- Focus on engagement through quality content and interaction
- Adapt to virtual or in-person delivery

Our content:

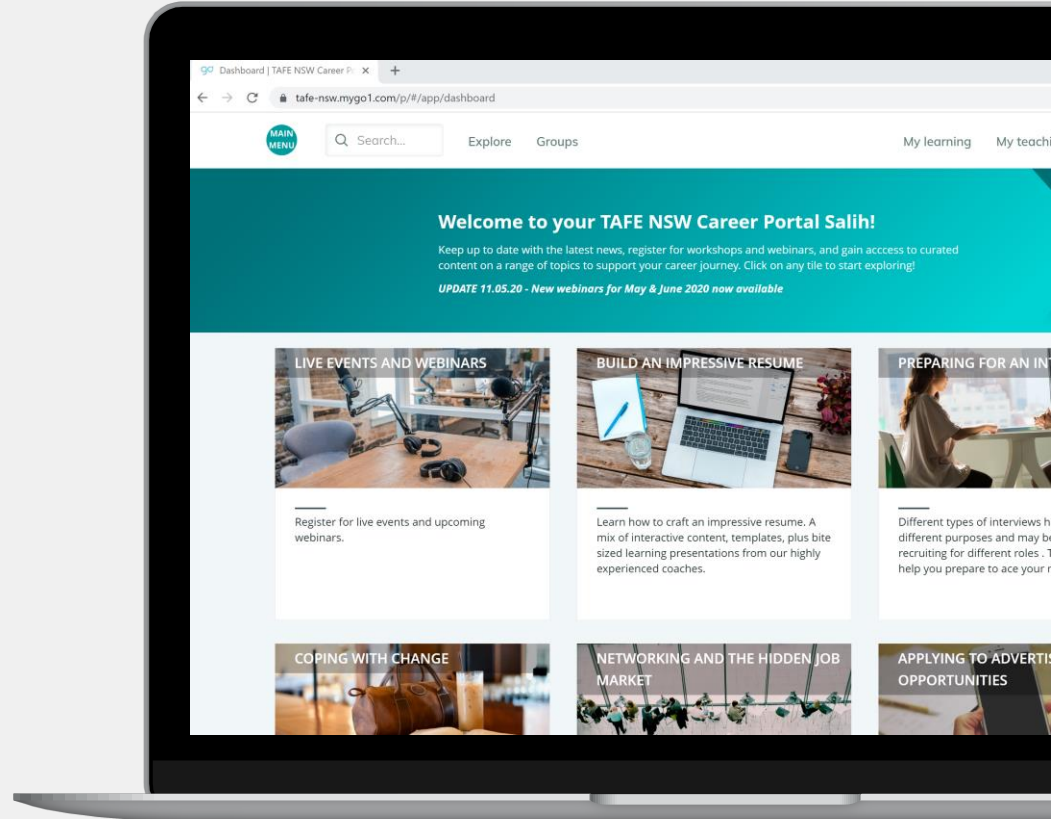
- Create resumes that stand out from the crowd
- Leverage the Power of Social Media
- Gain self-insight to shape your career choices
- Use networking to access the hidden job market
- Master the art of interview
- Work for yourself and maximise small business potential



"Thank you so much for all your support, encouragement, and guidance...you were the best facilitator I have had to date. You were very calm and understanding of each participant's situation. You are a highly skilled facilitator who provides quality advice and knows his stuff well [and] fully understand the requirements of those roles and how to appropriately help, suitably guide and adequately support participants working at that level."

Hudson Edge Career Portal

- ✓ Improved participant interface and user experience
- ✓ Customised career support modules aligned to change journey
- ✓ Blended learning through a range of multimedia elements including videos, webinars, resources, templates, resume builder, coach tips
- ✓ Easy access and support available
- ✓ Notifications to support key messages and increase engagement



Transfers, relocations and secondments

Buildcorp is committed to providing pathways, ongoing opportunities and options to help retain our outstanding talent and to support them as they continue to grow and develop their career with us.

This may involve a role in a different Buildcorp project or Business Unit, or even an interstate relocation where it makes sense. The below outlines further details, and things to consider, where an employee is considering a move interstate.

Transfers

We recognise that from time to time employees may wish to apply for vacant roles in different state locations and Buildcorp encourages this where the work and positions are available. It is important to discuss any potential move with your manager and for your current and new manager to agree on the timing of the move upfront.

As part of the process the new manager must complete and submit an [Employee adjustment advice](#) form for approval. Potential changes, in particular those related to pay and benefits, should be discussed with human resources before reaching an agreement.

Relocations

In exceptional circumstances, employees may request that their current role be relocated (either on a temporary or permanent basis) to another state. **Appendix 1** provides further detail on some of the factors that the company will take into account when determining whether this request can be accommodated.

Where an employee is undertaking this request they are encouraged to work through the checklist in Appendix 1 and provide appropriate information to support their request. Particularly for centralised roles where relocation may have a significant impact, completion of this form will be mandatory.

It is important to note that it is an employee's responsibility to consider how the change might impact the team and the successful delivery of Buildcorp's outcomes; and the likely ability of the company to be able to support the change given its size and strategy.

A request using Appendix 1 should be made in writing and provided to the General Manager of the Business Unit for review. Where the request is approved, the arrangement will be confirmed in writing with the support of the HR Team, and a signed copy of the arrangement provided both to the employee and kept on their employee file.

Note that in most cases and where approved, the arrangement will be undertaken on a trial basis to ensure that it can be sustained for the individual and the business. Factors that are taken into account when assessing sustainability include:

- Whether work performance and delivery has been maintained
- Client feedback
- Team and management feedback.

Secondments

Secondment means any temporary move to another part of the business to participate in an activity, business project, process improvement, change program or project requiring special skills or expertise.

Secondments provide the opportunity to share knowledge, gain experience in a new area or expand your knowledge in an existing area of expertise. It also allows employees to experience something different, grow their knowledge of the business and network with others across the company.

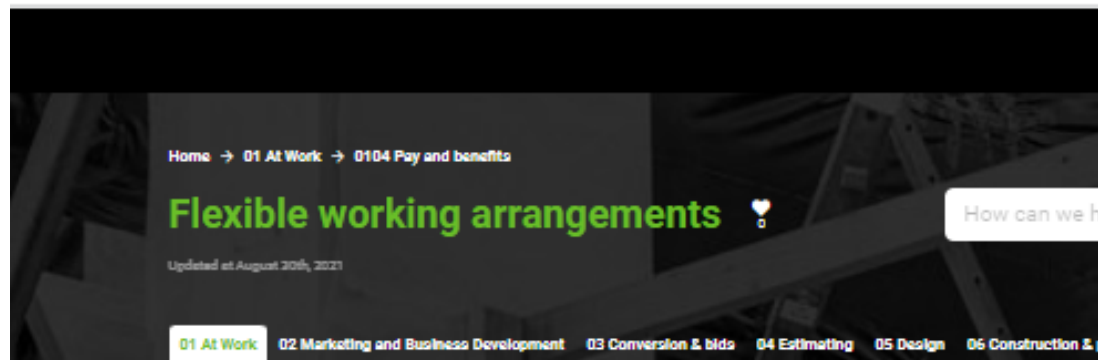
At the end of the secondment the employee goes back to their previous role or is assigned to another role or project.

Maintaining regular contact with the employee on secondment is an important part of management. Regular communication ensures a smooth transition back to the previous role, or into a new role at the end of the secondment.

Depending on the anticipated duration of the secondment it is recommended that the basic parameters of the secondment be documented in writing and agreed between the involved parties. Clarifying the basic details of the secondment in writing will save any potential misunderstanding during or at the end of the secondment term.

Appendix 1: Factors that are considered when considering internal relocations

Dimension	Employee Comments	Manager Comments
Role Considerations		
Can the role and work be done remotely without adversely impacting client, team and company outcomes?		
What percentage of time might be required to travel between locations that would be in addition to normal role requirements for: - Client interaction - Team interaction - Internal support (Head Office or site based)?		
What activities or actions might need to be put in place to facilitate high quality outcomes?		
When is the timeline of the proposed move? What factors are impacting this timeframe?		
Company Considerations		
Does the intended office have vacant capacity/office space to support the position (temporarily or permanently?)		
Are there additional costs associated with the move and are they well understood, quantified and supported by the business unit? - Relocation costs (depending on arrangement - refer below) - Office costs (may incur a cost recovery charge across business units) - Other		
Is there clear understanding and agreement over who will pay for relocation costs, (employee/company)?, for example: - Cost of initial move (and relocation back if required) - Accommodation - Flights and other travel costs		
Individual Considerations		
Has the employee completed a minimum level of service with the company (at least 12 months service)?		
Are they able to demonstrate previous high performance, including displaying Buildcorp values?		
Is a trial period required for this role to assess the likelihood of success, and if so what would the time period be?		
Will a review of remuneration be required to adjust for any market considerations?		
Employee Sign off		
		Date
Manager Sign off		
		Date
HR Sign Off		
		Date
General Manager Sign-off		



Buildcorp is committed to developing a workplace culture that promotes a healthy work-life balance by recognising the family, caring responsibilities and other personal commitments of our people. The success of Buildcorp's working environment is reflected in the results of the annual employee opinion survey.

What is 'flexible work'?

- Flexible working arrangement options include, but are not limited to:
 - Converting to part time employment
 - Job sharing
 - Working from home
 - Short term absences for family and other responsibilities.

Who can apply for flexible working arrangements?

- All employees can apply for flexible working arrangements
- All requests will be treated fairly and given reasonable consideration

How do I apply for flexible working arrangements?

- Requests for flexible working arrangements must be made in writing. The company will respond in writing within 21 days of the request being lodged.
- When assessing requests for flexible working arrangements, factors the company may consider include:
 - The nature of the employee's work
 - The consequences for the employee of not having the flexible working arrangement
 - The effect on the company, including any potential financial impact
- If approved the company will prepare an agreement which details the duration of the arrangement as well as time, hours and days to be worked.
- Flexible working arrangements will end automatically at the predetermined date or can be terminated during the period by the employee or the company with reasonable notice.

What happens if my request is declined?

- Flexibility in how we organise work ensures that you are able to balance work, personal needs and family commitments etc. while taking into account business needs.
- However, flexible working arrangements may not always be possible.
- If an application for flexible working arrangements is declined, the company will respond in writing providing you with the business grounds for the decision.

All employee benefits are subject to change (including withdrawal) by Buildcorp at any time at its complete discretion. All information contained within should not be construed as providing financial or tax advice to employees. Employees thinking of taking advantage of any of the employee benefits offered by Buildcorp should consider whether they should obtain their own independent and/or financial advice.

Was this topic helpful?

☒ Yes

☐ No

☒ Give feedback about this topic



Standards of Business Conduct

Buildcorp



Contents

The Buildcorp Way	1
Our Values	2
Our Code of Conduct	3
Ethics	5
Anti-Bribery and Corruption Policy	7
Anti-Slavery Policy	8
Responsible Procurement Policy	9
Whistleblower Policy	10
Safety	11
Workplace Health and Safety Policy	13
Rehabilitation Policy	14
Environment	15
Environmental Policy	17
Built Environment Sustainability Policy	18
People	19
Diversity policy	21
Indigenous Participation Policy	22
Learning and Development Policy	22
Industrial Relations Policy	23
Risk	25
Risk Management Policy	27
Cyber Security Policy	28
Tax Risk Management Policy	28
Quality	29



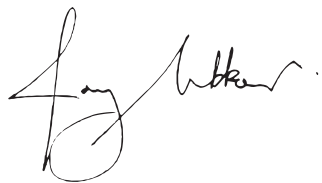
Buildcorp
BUILDING
SAFELY
FOR OVER
25
YEARS

Buildcorp
BUILDING
SAFELY
FOR OVER
25
YEARS

The Buildcorp way

As a family-owned construction business built on values, Buildcorp's difference comes from who we are and what we stand for. Since 1990 Buildcorp's teams have grown across Australia's east coast to create a \$500 million business. However, we measure ourselves, not just on financial performance, but how we treat our people, partners and community – and the supportive, ethical approach we bring to every business relationship.

The collective, collaborative attitude of our people is Buildcorp's real difference, and it comes from the values, conduct principles and policies outlined in this document. Together, these foundational commitments have driven almost 30 years of success, giving us: passionate staff, loyal customers, industry-leading systems, award-winning projects, supportive suppliers and a reputation to be proud of.



Tony Sukkar, AM
Managing Director



Josephine Sukkar, AM
Principal

Our values

When you work with Buildcorp, you see our values in action every day. From a Project Manager proudly handing over defect-free, to a Site Supervisor pro-actively ensuring their team gets home safe, to our men and women working in balanced teams to find the right solutions for our clients.

Our values are genuine and closely held because they were defined by our people.

They reflect our collaborative culture and our '**we're with you**' commitment to our clients.



Teamwork

We're with you,
on the same team.



Creative Thinking

We're with you, with a
curiosity to find a better way.



Preparedness

We're with you, when you
need us most.



Passion

We're with you, because that's
exactly where we want to be.



Fair Play

We're with you, because
you're with us.



Continual Learning

We're with you, understanding
why and learning.



Social Responsibility

We're with you, and together
we can give more.

The Buildcorp code of conduct

While we start by ensuring our policies align with federal and state laws and regulations, our culture drives us to create a conduct framework that goes well beyond this.

We strive for global best practice standards, guided by our values, to ensure we are doing the right thing for our people, partners, projects and wider community.

Buildcorp uses the following policies to give our people clear directions for upholding our values and standards of business conduct.



The background is a solid green color. It features several abstract, light green line art elements. In the upper left, there are two jagged, zig-zagging lines. In the lower left, there is a chain-like structure composed of four square links. In the lower right, there are several thick, curved lines that resemble stylized waves or a series of connected arches. The word "Ethics" is written in a white, sans-serif font, positioned in the middle-right area of the image, overlapping the abstract line art.

Ethics



Ethics

At Buildcorp, we are honest and demonstrate integrity in every aspect of our strategy planning, business decisions and actions as we engage with colleagues, customers, suppliers and members of the community.

Anti-bribery and corruption policy

Buildcorp maintains a high standard of integrity and professionalism to sustain our reputation and earn our clients' trust. This includes preventing collusive tendering practices and ensuring employees do not offer or accept gifts that could compromise their integrity and objectivity in performing their duties.

We maintain our ethical standards by:

- ▼ Having zero tolerance for employees giving, offering, promising, accepting, requesting or authorising a bribe as part of a tendering process, or in any other business activity
- ▼ Conducting periodic reviews to provide assurance that internal controls are effective in countering bribery and corruption, especially in tendering processes
- ▼ Keeping financial records and have appropriate internal controls in place to evidence the business reason for making any payments to third parties
- ▼ Preventing accounts from being kept 'off book'
- ▼ Requiring employees to declare all gifts and benefits, valued at \$500 or more
- ▼ Performing regular reviews of the register to identify and manage any emerging risks

Anti-slavery policy

Buildcorp believes that all employees and all workers should be subject to the virtues of freedom and liberty and that Modern Slavery and other forms of abuse are direct violations of basic human rights and the law. We make sure the goods and services we purchase through our supply and value chains are ethical and minimise or eradicate Modern Slavery risks.

To do this we:

Examine and consider the integrity of the potential supplier, including the original source of the product and whether there is the risk of any harmful labour practices or human exploitation based on the industry, location of the supplier or other factors.

Ensure that procurement is clearly documented so we can demonstrate that decisions and purchases were made in accordance with our procurement policies and all applicable laws.

We also require our suppliers to:

- ▼ Comply with all applicable Australian and international Modern Slavery legislation
- ▼ Notify Buildcorp of any breaches of such laws
- ▼ Never employ children under the legal age of employment in any country or local jurisdiction
- ▼ Never use any form of forced, bonded or involuntary labour
- ▼ Comply with all national laws and mandatory industry standards regarding working hours, overtime, wages and benefits
- ▼ Allow their employees to join or not to join a union of their choice, free from threat or intimidation
- ▼ Promote an inclusive work environment that values the diversity of its employees
- ▼ Maintain high standards of occupational health and safety

Responsible procurement policy

Buildcorp works in partnership with our suppliers to ensure the goods and services we purchase through our supply chain not only deliver value for our business and our clients, but are ethical, environmentally sustainable, create business relationships free from conflicts of interest and are consistent with our commitment to fair opportunity.

Our responsible procurement practices include:

- ▼ Making procurement decisions that consider more than price and profit alone, but also ethical, environmental and social factors that minimise risks to our business and maximise the potential for our procurement relationships to achieve environmental and social benefits
- ▼ Ensuring all materials comply with Australian Standards
- ▼ Ensuring our suppliers and subcontractors comply with all applicable Australian and international laws in relation to prohibited business practices and to support internationally accepted standards, treaties and declarations
- ▼ Preventing our supply chain from being complicit in: money laundering, financing terrorism, violations of human rights, breaches of privacy and data protection obligations, violations of trade and import rules or other prohibited and unethical practices
- ▼ Using sustainability criteria when awarding contracts, including asking potential suppliers to identify and price products and services that meet Buildcorp's environmental criteria
- ▼ Seeking expressions of interest from suppliers whose businesses can achieve positive social outcomes
- ▼ Sustaining Buildcorp's safety standards by incorporating risk management activities into purchasing processes to prevent new hazards from being introduced into the workplace or to control them
- ▼ Engaging subcontractors and suppliers who have no conflicts of interest with Buildcorp's employees
- ▼ Requiring all suppliers to sign Buildcorp's Supplier Code of Conduct

Whistleblower policy

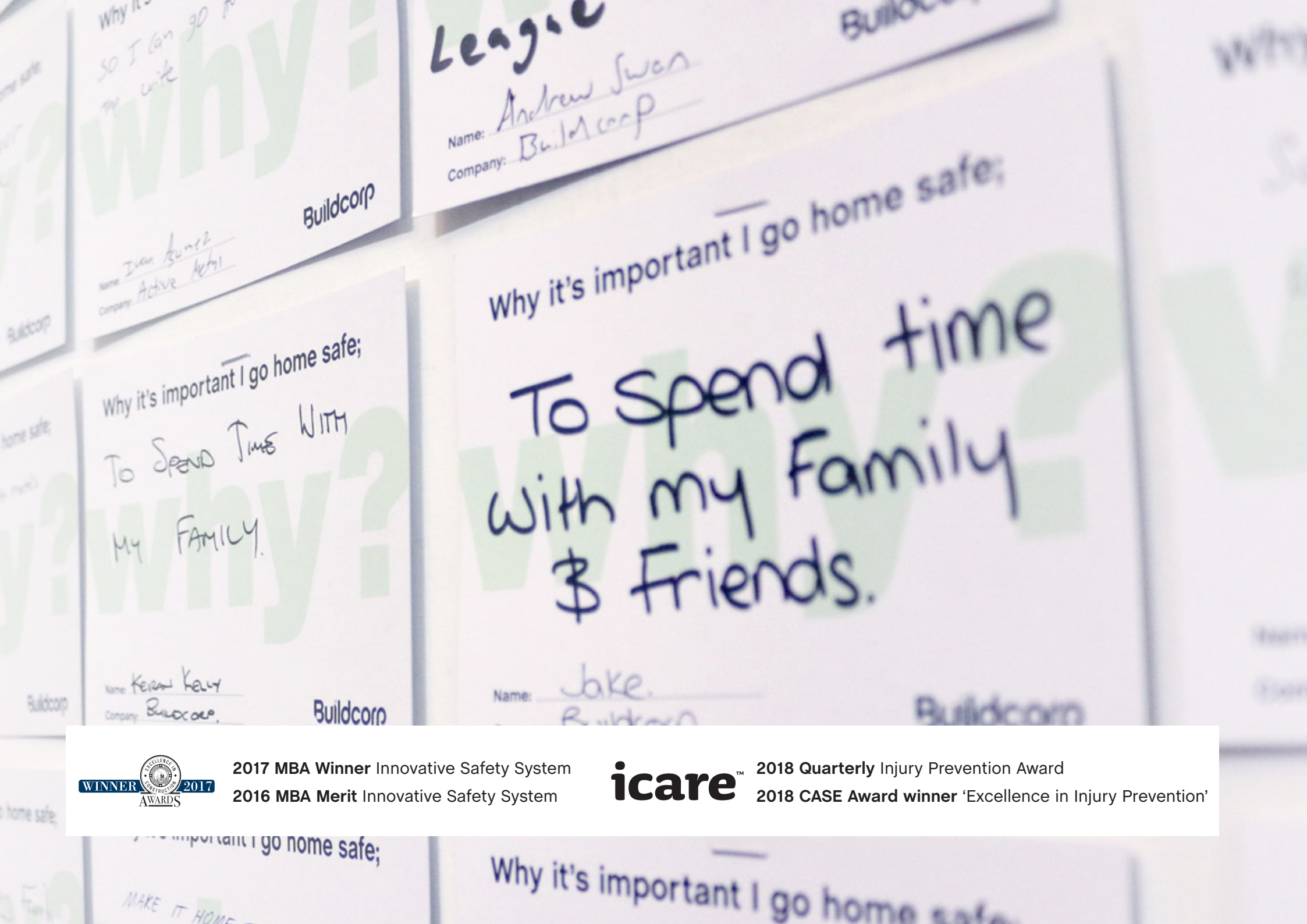
To ensure high standards of professional and ethical workplace conduct and practices, Buildcorp believes it is vital that employees can raise genuine concerns about conduct, activities or practices without fear of reprisal.

To create an environment where people can come forward with confidence, we:

- ▼ Offer employees a confidential means of raising concerns if they witness:
 - violations of Buildcorp's policies;
 - other employees disregarding the health and safety of others or the environment;
 - criminal behaviour, including theft, drug use/sale, actual or threatened violence and damage to property;
 - ethical violations and conflicts of interest;
 - breaches of any applicable legislation or contractual responsibilities;
 - or employees condoning or concealing any of these behaviours
- ▼ Take seriously and thoroughly investigate reports, even if the whistleblower cannot provide evidence
- ▼ Keep the allegation, its discloser and all details of the investigation itself confidential
- ▼ Have zero tolerance for any victimisation, harassment, retaliation, demotion or adverse employment consequences for whistleblowers who act in good faith and without malice
- ▼ Take appropriate disciplinary action if allegations are found to be true, including termination and referring the matter to appropriate law enforcement agencies

The background is a solid green color. Overlaid on this are several stylized, light green line-art illustrations. There are two gloves, one on the left and one on the right, both with fingers spread. In the center, there are two tools that look like screwdrivers or similar instruments, crossed at their handles. The word "Safety" is written in white, sans-serif font, centered over the tools.

Safety



2017 MBA Winner Innovative Safety System
2016 MBA Merit Innovative Safety System

icare[™]

2018 Quarterly Injury Prevention Award
2018 CASE Award winner 'Excellence in Injury Prevention'

Safety

Buildcorp's mission is to ensure that everyone, on every site, goes home safe, every day. To achieve this, Buildcorp's safety approach goes beyond the standard industry measurements to put safety management into action. The safety system is built from a foundation of continual improvement and considers WHAT we measure, WHERE we can mitigate risk (specific to each project), WHY it's important to ensure each other's safety and a measurement of HOW proactive our projects are at implementing the system.

Workplace health and safety policy

This proactive, safety-first culture keeps safety at the front of everybody's mind and ensures compliance with relevant legislative standards. Thanks to this, our safety systems are accredited by the Federal Safety Commissioner (FSC) and have been recognised with industry awards from the Master Builders Association and icare NSW.

Every day, we:

- ▼ Use the Buildcorp Health and Safety Management System to identify hazards on all projects before starting work and consult and coordinate with everyone working on site
- ▼ Educate those working on a Buildcorp site about the relevant safety systems
- ▼ Ensure adherence to these safety systems is a first priority for all
- ▼ Consult freely and effectively with site workers to ensure we address their safety concerns
- ▼ Escort all site visitors for their safety
- ▼ Keep training current and compliant with regulatory standards
- ▼ Capture, report and analyse safety data to identify corrective actions and improve our health and safety performance
- ▼ Identify proactive safety ideas for system improvements

Rehabilitation policy

Should any Buildcorp employee sustain a work-related injury or illness, our aim is to provide them with all the support necessary to ensure their safe and early return to work, in a way that will facilitate their best possible recovery.

We make this happen by:

- ▼ Helping injured or ill employees to return to work as soon as it is safe to do so
- ▼ Providing information and support to assist injured or ill employees to return to work
- ▼ Determining the needs of injured or ill employees by liaising with them, the nominated treating doctor, union representatives and our workers' compensation insurance provider
- ▼ Providing early access to rehabilitation services
- ▼ Developing, implementing and monitoring injured or ill employees' return to work plans in conjunction with them, their manager, our workers' compensation insurance provider, the nominated treating doctor and any approved workplace rehabilitation providers
- ▼ Providing suitable alternative duties for injured or ill employees as an integral part of their rehabilitation and return to work process
- ▼ Consulting with injured or ill employees and their representatives help the process to operate effectively
- ▼ Providing injured or ill employees with workers' compensation claims information

The background is a solid green color. Overlaid on this are several thick, light-green, organic, and flowing lines that resemble stylized plant stems or abstract brushstrokes. These lines curve and loop across the frame, creating a sense of movement and natural growth.

Environment



Environment

As a builder, understanding and managing the environmental impact of our business is fundamental to our long-term success.

Environmental policy

Buildcorp meets its responsibilities to the environment through preventing pollution and minimising the impact of waste, air emissions, erosion, water pollution and noise associated with our sites on the local community, flora and fauna. We use a comprehensive Environmental Management System that is certified to AS/NZ ISO 14001 to support a culture of proactive environmental management.

When it comes to the environment, we:

- ▼ Conduct our activities in accordance with legislative requirements, global best practice guidelines, our company policies and our internal Health, Safety and Environment initiatives
- ▼ Make protecting the environment a high priority as projects are planned, designed and constructed
- ▼ Use the Buildcorp Environmental Management System to identify hazards on all projects before starting work, and create and communicate appropriate risk management programs
- ▼ Provide sufficient supervision and training to ensure environmental procedures are followed and Buildcorp systematically identifies and controls environmental risk and hazards
- ▼ Educate our staff on the importance of environmental preservation
- ▼ Communicate any significant environmental incidents to our staff and senior management
- ▼ To ensure that our environmental management is sustained as a major priority, by committing to a proactive system of design, implementation and review to bring about continual improvement in our systems

Built environmental sustainability policy

Buildcorp also embraces sustainability in the built environment. We are experienced and passionate about constructing and refurbishing assets with a diverse range of accreditations from NABERS, Green Star, LEED and WELL. Our Sydney head office was awarded CitySwitch Green Office Signatory of the Year in 2013. We also have a strong track record in helping our clients to achieve their sustainability project goals.

Our built environmental sustainability commitments require us to:

- ▼ Support and encourage clients seeking sustainable building practices
- ▼ Investigate practical opportunities to minimise waste of raw materials, energy and water
- ▼ Promote and support the use of innovative leasing and reuse/take-back schemes
- ▼ Reuse and recycle demolition waste to divert it from landfill
- ▼ Work with subcontractors and suppliers to develop domestic reprocessing capabilities
- ▼ Seek continual improvement to deliver more sustainable construction processes within our control
- ▼ Keep abreast of sustainability innovation and train our teams accordingly
- ▼ Be an active member of the Green Building Council of Australia, which we have supported since 2007
- ▼ Train our staff and support clients to achieve suitable accreditations and certifications with NABERS and the Green Building Council of Australia
- ▼ Share best practice learnings in sustainable design and construction with others in the industry
- ▼ Endeavour to establish greenhouse gas emissions reporting in line with ISO 14064-1 :2018

The background is a solid green color. Overlaid on this are three stylized, light green line-art figures of people. The figures are composed of simple, thick lines. The figure on the left is partially cut off by the edge. The figure in the center is more complete, showing a head with a wavy line for hair and a torso with a simple cross-like shape. The figure on the right is also partially cut off. The word "People" is written in white, sans-serif font, centered horizontally and slightly to the right of the center figure.

People



**EMPLOYER
OF CHOICE
WINNER 2018**

People

Buildcorp aims to attract, support and develop the best talent in the market. To do this, Buildcorp empowers and engages our people and leaders with tools, systems and opportunities to support them to drive their career and connect to the business. This approach has helped us win an Employer of Choice Award from the Australian Business Awards and is one of the reasons why our employee satisfaction rates remain consistently high.

Diversity policy

Buildcorp recognises that an inclusive and diverse workforce is an important issue in the workplace. It is also a sound management practice that helps us attract and retain a high-quality workforce.

To create a diverse and collaborative culture, we:

- ▼ Have a zero-tolerance culture for unlawful discrimination, bullying or harassment
- ▼ Treat all complaints of discrimination, harassment, victimisation or bullying seriously and as confidentially as possible
- ▼ Take disciplinary action where appropriate in relation to a breach of this policy, up to and including termination of employment
- ▼ Make appointment, promotion, remuneration and career development decisions based on an individual's skills, abilities and relevant performance record
- ▼ Address any matter raised that does not comply with our Diversity Policy as quickly and sensitively as possible

Indigenous participation policy

Buildcorp supports Aboriginal and Torres Strait Islander (Indigenous) people to fully participate in, and benefit from, the economic advantages enjoyed by all Australians. We undertake these activities, not to tick a box, but because it is the right thing to do, ensuring our workforce reflects the country in which we operate. Our focus is on increasing sustainable employment opportunities for Indigenous people within Buildcorp, including at senior management levels. We also employ Indigenous partners in our supply chain and actively establish new pathways for Indigenous people to participate in the construction industry.

To achieve these goals, we:

- ▼ Proactively encourage Indigenous employment via paid work experience, cadetships, permanent job placement and labour hire within Buildcorp
- ▼ Increase Buildcorp's engagement with Indigenous enterprises and work with them to develop skills for the construction industry
- ▼ Engage with the First Australians Chamber of Commerce and Supply Nation
- ▼ Support Indigenous education and training pathways into the construction industry
- ▼ Use protocols to guide our employees to ensure their work acknowledges and respects Indigenous cultural beliefs and practices

Learning and development policy

“Continual Learning” is a core value at Buildcorp. Developing our people is essential if we are to have the skills and capabilities we need to succeed, deliver high performance for our clients and ourselves in a sustainable manner and mitigate business continuity risks by having a pool of skilled internal candidates.

Our approach to continual learning includes:

- ▼ Providing appropriate and timely training to meet health, safety, quality, environmental and other legal responsibilities, and to ensure legislative compliance in all areas of the business
- ▼ Provide tools and support for our people to understand possible career pathways and the competencies they need to develop to get there

- ▼ Enhancing each individual's soft and technical skills and abilities to support career progression and diversification
- ▼ Managing training and development costs prudently to ensure any investment delivers value and outcomes
- ▼ Maintaining timely and accurate records of employee training achievements and make aggregate statistical training data available to interested third parties

Industrial relations policy

Thanks to our supportive culture and ethical approach, Buildcorp has an enviable industrial relations record and excellent relationships with our employees and industrial organisations. We work actively to protect the safety and legal rights of our workers and those of our subcontractors and encourage a cooperative workplace with equitable, innovative and productive industrial relations.

We maintain industrial harmony on Buildcorp sites by:

- ▼ Creating a dispute-free environment through consultation and common purpose
- ▼ Communicating openly and keep our employees well-informed on industrial matters
- ▼ Providing safe and healthy working conditions, including training of our employees to properly and safely perform their work
- ▼ Having a zero-tolerance culture for discrimination, bullying or harassment (See EEO policy)
- ▼ Complying with all relevant statutes, regulations or other legislative instruments, including without limitation, the Fair Work Act 2009 (Cth) and the Code for Tendering and Performance of Building Work 2016 (as applicable), as well as enterprise agreements applying to our workforce



ST VINCENT'S
PRIVATE
HOSPITAL



ST VINCENT'S
PRIVATE
HOSPITAL



A stylized magnifying glass icon is positioned on the right side of the image. The handle of the magnifying glass is composed of two parallel lines that taper towards the bottom left. The lens is a large circle containing three concentric circles. The word "Risk" is written in a white, sans-serif font, centered within the innermost circle of the lens.

Risk



Risk

Buildcorp upholds regulator, stakeholder and public trust with a risk-aware organisational culture and robust frameworks for identifying and managing all types of risk.

Risk management policy

Buildcorp recognises the importance of and opportunities in assessing and mitigating against our full range of business risks. Buildcorp's Governance and Risk Committee has oversight of organisational-wide risk management. We use a Management Authority Framework tool, available to all employees on the company's intranet. This interactive tool ensures that all decisions, whether they are made on or off-site, are authorised by the right people.

Much of our day-to-day risk management regime is concentrated around five key risks in the construction industry: safety, bidding for new work, commercial and contractual management, accuracy of cost and programme and built quality.

Our approach to risk management includes:

- ▼ Using the Buildcorp Risk Management Framework to identify, evaluate, address, monitor, quantify and report material risks to Buildcorp management
- ▼ Embedding the Framework into all our planning processes, operating systems and internal controls
- ▼ Using risk management processes that are simple, effective, and well understood by the entire organisation
- ▼ Constantly improving these processes while ensuring proper compliance, including regular reviews of safety, quality and commercial management policies, controls and processes
- ▼ Providing the training, facilities and motivation necessary for our people to implement and maintain effective risk management practices

Cyber security policy

Buildcorp understands the critical importance of protecting and securing our data and information, and the data and information of our clients, employees and other stakeholders. We have appropriate systems and controls in place to protect confidential, sensitive and personal information and ensure compliance with all legislation regarding data and information security and privacy.

Specifically, we:

- ▼ Employ cyber security measures to protect customer, employee and supplier information and secure our IT systems against cybersecurity attacks and breaches
- ▼ Test critical areas regularly for rapid recovery and sound data backup procedures
- ▼ Test data recovery processes periodically
- ▼ Regularly review data security processes
- ▼ Regularly review IT and business systems strategies to ensure that the organisation stays at the forefront of innovative solutions that promote better client experiences and internal effectiveness
- ▼ Train all staff in the secure use of all devices, including password protection, email scam identification and secure data transfer

Tax risk management policy

Buildcorp maintains a high standard of integrity and professionalism to sustain our reputation and earn the trust of the relevant tax authorities. We manage Buildcorp's tax position to comply with relevant laws and regulations, under an appropriate risk control framework.

To protect our reputation with revenue authorities, we:

- ▼ Undertake a regular analysis to ensure we comply with our Tax Governance Framework
- ▼ Document our processes and procedures around tax and undertake periodic control testing
- ▼ Implement a risk framework that ensures we manage transactions/events of high tax risk appropriately
- ▼ Keep a tax risk register, outlining the 'open' tax risks of Buildcorp, which is regularly reviewed and updated
- ▼ Engage expert external tax advisors as appropriate to identify potential tax risks that may reside within the wider business

A green shield with a checkmark and the word 'Quality'. The shield is a light green color and is centered on a darker green background. A large, light green checkmark is drawn across the shield. The word 'Quality' is written in white, sans-serif font, positioned to the right of the checkmark and partially overlapping the shield.

Quality



Urbanest Haymarket

Targeted PC date: 06 October 2016

ONSITE

Structure

Services

Fitout

Scan QR code

Facade/External Works

Mission Statement
Planning to Make Every Day Count

Quality

Underpinning 'The Buildcorp Way' for quality management is a simple mission: 'We do the right thing today, to handover defect-free tomorrow.'

When it comes to producing quality outcomes, we make every day count. Our globally recognised quality system sets out a clear process of stakeholder collaboration, supported by tools, to help our project teams define, manage and deliver to the highest quality. It is our daily commitment to 'do the right thing' by following this system to make it easier to handover defect-free and provide our clients with a positive experience.

We use a Quality Management System certified to ISO9001 and a Quality Management Framework, based on a continual improvement cycle, to prevent quality incidents from arising during and post construction, and enable defect-free handover.

We meet our quality aspirations by:

- ▼ Using our Quality Management Framework to define quality outcomes at every stage, and encourage supply chain and end user collaboration to reduce risk and variation and promote continual learning from past mistakes
- ▼ Using our collaborative, mobile quality management system, Onsite, to proactively identify and mitigate any potential defective workmanship at any stage of the project cycle
- ▼ Using quality planning tools over the life of each project
- ▼ Continuously training project teams, clients, consultants and subcontractors in quality management
- ▼ Using quality data from reviews, feedback and Onsite to improve the performance and effectiveness of our quality system



buildcorp.com.au