

Special Conditions

1. Priority

The Works are being delivered as part of the Country Racing Program (**Program**). RQ and the Department of Local Government, Racing and Multicultural Affairs (the **Department**) have entered into a Grant Deed to facilitate the provision of funding for the Program. The Grant Deed requires these Special Conditions to apply to the Agreement.

Where any inconsistency exists between:

- a) these Special Conditions; and
- b) the Agreement,

the provisions in these Special Conditions will prevail to the extent necessary to resolve the inconsistency.

2. Audit and access

- a) The Provider will give, and will procure that all of its representatives give, upon reasonable notice, full and free access and reasonable assistance to RQ and the Department, its representatives and nominated auditors to:
 - i. access workplaces and/or work sites of the Provider and of any of the Provider's employees, agents or subcontractors;
 - ii. speak to the persons associated with the provision of the Works;
 - iii. examine, inspect and copy any material, including any books and records, in the possession of the Provider which is relevant to this Agreement, including providing all necessary facilities for that purpose;
 - iv. examine and inspect the performance of the Works; and
 - v. locate and make copies of any of the Provider's accounts, records, documents and other material that relate directly or indirectly to the provision of the Works.
- b) RQ's and the Department's right of access under Special Condition 2(a) may be exercised for any reasonable purpose, including for financial or compliance audits, or reviews of the Provider's performance of this Agreement.
- c) When accessing premises and/or records in accordance with Special Condition 2(a), RQ and the Department will use its best endeavours to minimise interference to the Provider's employees and the provision of the Works.
- d) For the purpose of this Special Condition 2, the Department's nominated auditor may be a person with suitable qualifications as determined by the Department.

3. Appropriate Licensing of Subcontractors

Where the Provider subcontracts the provision of any of the Works:

- a) within 10 days of the Commencement Date, the Provider must provide RQ with written confirmation that all subcontractors engaged in the provision of the Works are appropriately licensed by law to carry out the provision of such Works (such written confirmation that is provided by the Provider to RQ to evidence all subcontractors' current licensing status); and
- b) the Provider consents to RQ providing the Department with copies of the written confirmation provided under Special Condition 3(a) where the Department requests RQ to do so.

4. Public Statements, Signage and Publicity

- c) The Department may issue public statements or release information in relation to the Program or to any aspect arising in connection with the funding for the Program.
- d) The parties agree that general details of the Provider, the Program or the Works, for the purpose of publicising the benefits to Queensland of the funding or the Program, does not constitute Confidential Information and the Department may disclose such details at its option.

5. Dealing with asbestos

Where the Works involve the alteration, addition, refurbishment or demolition of a building which contains asbestos materials, the Provider must deal with the asbestos in compliance with all applicable laws, including the *Work Health and Safety Regulation 2011* (Qld).