



# Compliance checklist

## Western Australian Building and Construction Industry Code of Conduct 2016 (BCI Code)

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This checklist has been developed as a tool for Building Contractors to use to assist them with identifying areas where they may not comply with the requirements of the BCI Code.

If your answer to any question is "NO", you will need to consider the provisions of the BCI Code and take appropriate steps to rectify the issue. If you have any questions, please contact the Building and Construction Code Monitoring Unit (BCCMU).

No.	QUESTION	YES	NO
1.	Do the company's contracts with its Subcontractors contain express provisions requiring the Subcontractor to:		
	(a) comply with the BCI Code; and	<input type="radio"/>	<input type="radio"/>
	(b) allow the BCCMU to access premises, documents and records maintained by the Subcontractor as required by paragraph 8.3(c) of the BCI Code.	<input type="radio"/>	<input type="radio"/>
2.	The only agreements the company has entered, written or otherwise, that provide for terms, conditions or benefits of employees are either:		
	(a) agreements that have been registered or approved (or will be registered or approved) by either the Fair Work Commission or the Western Australian Industrial Relations Commission; or	<input type="radio"/>	<input type="radio"/>
	(b) common law agreements or individual flexibility agreements between the company and an individual employee.	<input type="radio"/>	<input type="radio"/>
3.	The company does not engage persons as independent contractors without first ensuring that there is a genuine independent contractor relationship between the parties.	<input type="radio"/>	<input type="radio"/>
4.	The company's contracts with Subcontractors do not contain provisions that are unfair or harsh within the meaning of the <i>Independent Contractors Act 2006</i> (Cth).	<input type="radio"/>	<input type="radio"/>
5.	The company's contracts with small businesses do not contain any terms which are unfair as defined in Part 2–3 of the <i>Australian Consumer Law</i> .	<input type="radio"/>	<input type="radio"/>



No.	QUESTION	YES	NO
6.	The company ensures that all persons it engages are lawfully entitled to be so engaged under Australian law.	<input type="radio"/>	<input type="radio"/>
7.	The company complies with its responsibilities under Australian law in relation to the sponsorship, engagement and employment of persons who are not Australian citizens.	<input type="radio"/>	<input type="radio"/>
8.	The company does not require or expect any Subcontractor to enter into particular workplace arrangements in respect of the work to be performed.	<input type="radio"/>	<input type="radio"/>
9.	The company does not require or expect Subcontractors to make above entitlement payments or to contribute to a particular redundancy or superannuation fund.	<input type="radio"/>	<input type="radio"/>
10.	The company has a freedom of association policy that complies with paragraph 16 of the BCI Code.	<input type="radio"/>	<input type="radio"/>
11.	The company strictly complies with all laws that give a right of entry permit holder the right to enter premises where work is performed.	<input type="radio"/>	<input type="radio"/>
12.	The company will only allow a union official to enter premises where he or she has complied with all of the requirements for entry specified in applicable legislation.	<input type="radio"/>	<input type="radio"/>
13.	All industrial instruments that apply to the company contain a dispute settlement procedure that meets the requirements of paragraph 18 of the BCI Code.	<input type="radio"/>	<input type="radio"/>
14.	The company has complied, and will continue to comply, with all applicable requirements of the <i>Fair Work Act 2009</i> (Cth) or the <i>Industrial Relations Act 1979</i> (WA) with regard to making agreements and bargaining in good faith.	<input type="radio"/>	<input type="radio"/>
15.	<i>[Only answer this question if the Covered Contract exceeds \$10 million in value in respect of State Building Work <b>and</b> your company is the head contractor]</i> The company has, or will prior to commencing work have, in place a Workplace Relations Management Plan (WRMP) complying with the requirements of paragraph 21 of the BCI Code.	<input type="radio"/>	<input type="radio"/>
16.	The company complies with: (a) all work health and safety laws that apply to its operations (b) all applicable laws relating to security of payments.	<input type="radio"/> <input type="radio"/>	<input type="radio"/> <input type="radio"/>
17.	The company's construction contracts do not contain any prohibited provisions under Division 1 of Part 2 of the <i>Construction Contracts Act 2004</i> (WA). For example, pay if paid/when paid provisions; and provisions requiring payment to be paid more than 42 <sup>1</sup> days after a payment claim.	<input type="radio"/>	<input type="radio"/>
18.	The company: (a) ensures that payments to Subcontractors are made in a reasonable and timely manner; and (b) disputes about Subcontractor payments are resolved in a reasonable, timely and consultative way.	<input type="radio"/> <input type="radio"/>	<input type="radio"/> <input type="radio"/>
19.	The company has not, and will not, engage in collusive conduct during any tender process, including conduct set out in paragraph 25 of the BCI Code.	<input type="radio"/>	<input type="radio"/>

No.	QUESTION	YES	NO
20.	The company has, or will have, in place systems, processes or procedures to proactively ensure that:		
	(a) its employees, all Subcontractors and their employees comply with the BCI Code and all applicable laws;	<input type="radio"/>	<input type="radio"/>
	(b) there are no unregistered agreements regulating terms, conditions or benefits of employment of its Subcontractors' employees (other than common law agreements or individual flexibility agreements between the relevant Subcontractor and an individual employee);	<input type="radio"/>	<input type="radio"/>
	(c) employees are not engaged as independent contractors;	<input type="radio"/>	<input type="radio"/>
	(d) no Subcontractors are required or expected to make above entitlement payments or to contribute to particular redundancy or superannuation fund;	<input type="radio"/>	<input type="radio"/>
	(e) all Subcontractors comply with the company's freedom of association policy;	<input type="radio"/>	<input type="radio"/>
	(f) union officials are not permitted on site unless they comply strictly with the requirements of the relevant legislation providing the right of entry;	<input type="radio"/>	<input type="radio"/>
	(g) Subcontractors comply with:		
	(i) the WRMP (if applicable); and	<input type="radio"/>	<input type="radio"/>
	(ii) their security of payment obligations;	<input type="radio"/>	<input type="radio"/>
	(h) if a dispute arises with a small business, the small business is advised of the dispute resolution processes available under the <i>Construction Contracts Act 2004</i> (WA) and Division 2 of Part 3 of the <i>Small Business Development Corporation Act 1983</i> (WA);	<input type="radio"/>	<input type="radio"/>
	(i) the company and every Subcontractor:		
	(i) reports to the BCCMU any Industrial Action or threatened Industrial Action in accordance with paragraph 20 of the BCI Code;	<input type="radio"/>	<input type="radio"/>
	(ii) notifies the BCCMU of any private work contract having a value in excess of \$2 million; and	<input type="radio"/>	<input type="radio"/>
	(iii) notifies the BCCMU of any breach of the BCI Code.	<input type="radio"/>	<input type="radio"/>

Note 1: This was "50 days" for contracts entered into before 3 April 2017.

