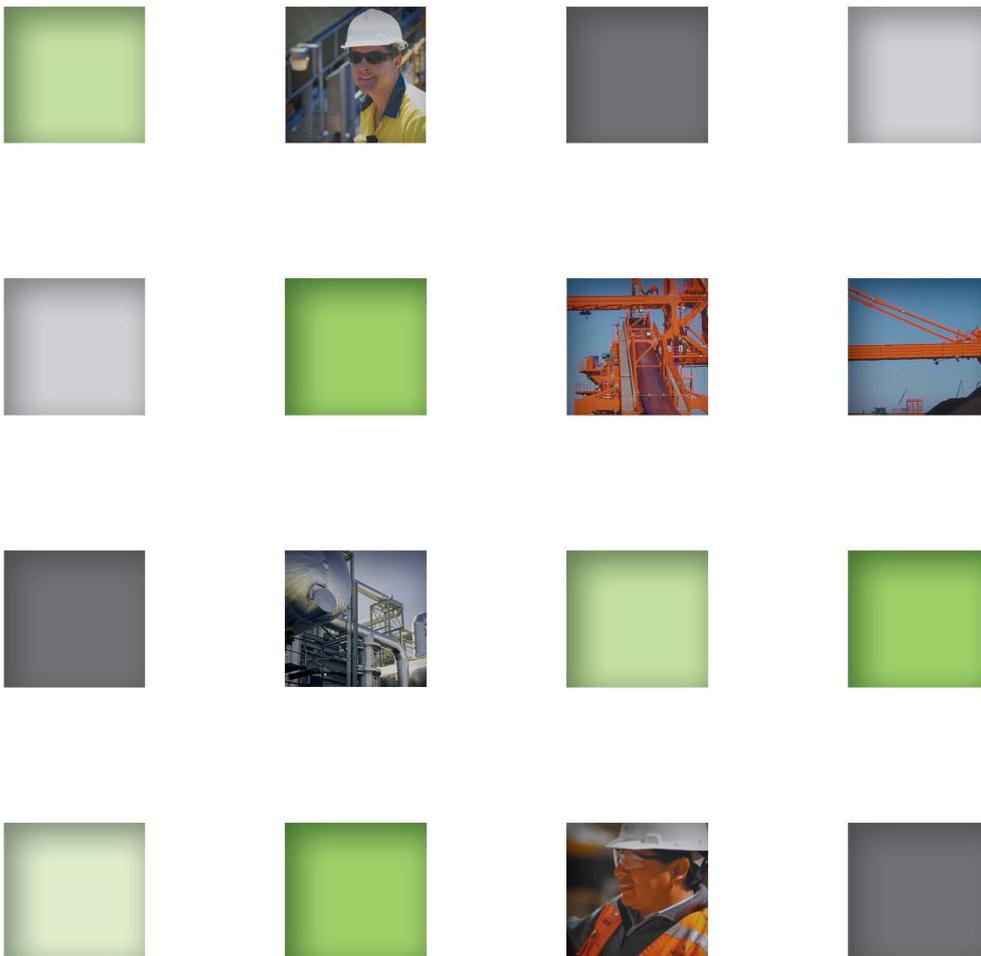


Thorough Methodologies ■ Proven Formula ■ Exceptional Service



Subscription packages available

Current – March 2024



Contents

Available Reports	4
Standard Subscriber Reports	4
Custom Reports and Scenario Modelling	5
Detailed information	6
State and National Workforce Reports (MOGHII):	6
Construction Labour and Engineering Resources Report	8
Graphical Data Examples.....	9
Who uses the reports and how do they use them?	14
Pit Crew's Clients:.....	14
What benefits does Pit Crew deliver?	15
What makes Pit Crew different?	16
Pricing Structure	18
National and State Workforce Reports.....	18
Construction Labour and Engineering Resources Report	19
Custom Labour Market Reports and Scenario Modelling	19
Subscription Agreement Terms and Conditions	20

Follow-up Contact Details

For follow-up discussions or clarifications regarding Pit Crew Labour Market Reports subscription packages, please contact;

Peter Dyball – Managing Director, Pit Crew Management Consulting Services

Email: pdyball@pitcrew.com.au

Mobile: 0417092169



Thank you for your interest in subscribing to Pit Crew Labour Market Reports.

Having been involved in the Australian major project market for the past 20 years and delivering labour market forecasts, analysis and reports to the sector for nearly all of that time, Pit Crew are proud to demonstrate a track record of service delivery and strong client relationships.

Labour market forecasting is pivotal for ensuring operational continuity, project delivery schedules, productivity, and sustainable growth. By accurately predicting future workforce demands and skill requirements, organisations can proactively address potential labour shortages, optimise recruitment and retention strategies, optimise resource allocation, as well as identify training needs and invest in targeted training programs.

Pit Crew Labour Market Reports are concise and easy to read. Outputs include graphs and project data, as well as commentary on trends and observations. The data and format has been developed to provide clients a wealth of tangible information, while saving their precious internal resources.

Each report provides a listing of major projects as well as forecasts and analysis of labour demand and availability on a five-year look-ahead basis.

The key data in every Pit Crew report is from our in-house-developed labour demand and availability modelling systems. The development and continuing enhancement of these modelling systems draws on over 35 years of industry and projects experience.

Subscribers use Pit Crew Labour Market reports as a source of labour market data and information, which provides foundation data for a wide variety of purposes, including:

- ✓ Construction and operations workforce planning
- ✓ Skill requirement identification for training plans
- ✓ Industry-based evidence for training program development and funding
- ✓ Development of contracting and project delivery strategies
- ✓ Development of recruitment and retention strategies and plans
- ✓ Stakeholder management and alignment
- ✓ Obtaining detailed understanding of the competitive pressures on major resources, energy and infrastructure projects
- ✓ Providing background data to meet tender submission requirements and as data during contract strategy negotiations
- ✓ As "current and credible" evidence for project specific labour market analysis component for Labour Agreements and overseas labour submissions
- ✓ As a comparison against other labour market data which is available from a range of sources

If you have any questions, would like information on pricing, or need to discuss a specific custom scope of work please do not hesitate to contact our office.



Available Reports

Pit Crew prepare a range of standard subscriber reports, which are available to clients by subscription. Our standard reports are produced twice yearly, they identify mining, oil & gas, heavy industry, and infrastructure projects most likely to generate demand for workforce resources during a 3–5 year forecast period, forecasting which occupations will be in short supply, when and by how many.

We also deliver custom reports, tailored to client-specific requirements or scenarios.

Standard Subscriber Reports

State and National Workforce Reports:

These reports provide analysis of the labour market in the Mining, Oil & Gas, Heavy Industry, and Infrastructure (MOGHII) sectors. They encompass a whole-of-market labour demand and availability view for construction, operations & maintenance, and shutdowns. The reports combine resources sector operations, maintenance, shutdowns as well as resources and infrastructure sector construction into one data set.

These reports are the most comprehensive produced by Pit Crew and combine a range of our in-house modelling systems to provide data outputs. The reports provide an analysis of demand and availability of workforce resources across the combined project phases, identifying and quantifying skills gaps and shortages across disciplines and occupations to a 4-digit occupation code level.

The reports also discuss the dynamics of the labour market in respective state. They consider the key influencing factors, impact of skills shortage, the challenges being faced by market stakeholders, as well as potential mitigating strategies.

Available Reports: National, WA, SA, NT, QLD, NSW, VIC, TAS

Construction Labour and Engineering Resources Reports:

These reports identify mining, oil & gas, heavy industry and infrastructure projects most likely to generate demand for construction labour and engineering resources during a 5-year look-ahead period and provide analysis of the labour market specifically related to demand and availability of workforce resources related to the development of these projects.

Available Reports: National, WA, SA, NT, QLD, NSW, VIC, TAS



Custom Reports and Scenario Modelling

Our standard state and national reports answer plenty of questions, however sometimes our clients want detailed answers to very specific questions, in areas not covered in the standard reports. Often these questions relate to specific sectors, particular regions or occupation groups. Some clients want to ask a range of 'what if' questions, relating to specific project outcomes and scenarios. To meet this need Pit Crew, as well as our standard reports, Pit Crew regularly undertakes analysis, forecasting and reports for client-specific scopes of work.

We work closely with clients to identify their labour market data needs, collaboratively developing a scope of work which will meet the specific requirements of our clients. Once the scope is agreed Pit Crew undertakes the modelling and analysis, then deliver the report.

Pit Crew develop specific modelling packages which interacts with our core modelling systems, facilitating additional analysis or functionality of our existing modelling capacity. These may relate to studies which have an industry specific, regional, skill, transportation, accommodation, commodity or discipline focus. We have also undertaken high level rates studies and acted in an expert witness capacity relating to the labour market.

Examples of Custom Reports Delivered:

- **LNG Sector Construction Labour – Australia**
- **LNG Sector Construction Labour – Canada**
- **LNG Sector Combined Engineering, Construction and Operations – Australia**
- **LNG Operations and Maintenance – National (Australia)**
- **Iron Ore Sector Overview – WA**
- **Fabrication Capability and South West Metropolitan Region Labour Summary**
- **LNG Sector Operations – Demand, national labour availability in allied industries, international availability in LNG sector**
- **Regional Labour Market Study – Pilbara**
- **Project accommodation demand and timing – Canada**
- **Labour demographic data – Queensland regional study by location, sector, occupation, occupation group, sex**
- **Construction Labour Comparison – EPC program vs. state labour demand**
- **Owners team demand and modelling**
- **Electrical Trades – National and state overview**
- **Identification and quantification of competing projects, State and National**
- **Aviation and accommodation requirements for specific regions and commodity sectors**
- **Detailed forecast of FIFO departure numbers ex-Perth per month over 5-year period, including potential scenarios**
- **Renewable energy project workforce demand forecast – National**



Detailed information

State and National Workforce Reports (MOGHII):

The report's primary objective is to provide industry stakeholders with reliable and independent national demand and availability analysis of critical occupations for the construction and operations of major mining, oil & gas, heavy industry and infrastructure projects.

<ul style="list-style-type: none">• Identifies mining, oil & gas, heavy industry, and infrastructure projects most likely to generate demand for workforce resources during a 3–5-year forecast period
<ul style="list-style-type: none">• Combines construction, operations & maintenance, and shutdown information into one data set and uses Pit Crew's in-house modelling systems to provide data outputs
<ul style="list-style-type: none">• Analyses demand and availability across the combined project phases, identifying and quantifying skills gaps and shortages across disciplines and key occupations to a 4-digit occupation code level
<ul style="list-style-type: none">• Gives a contextual overview for each state including history and trends during previous growth cycles and influencing labour market dynamics.

A national report provides valuable insight into the Australian labour market at a number of levels. Quantifying shortages is important, however understanding dynamics and trends is equally valuable.

The current market environment sees all Australian states experiencing high levels of workforce activity and resultant labour shortages. And a range of factors influencing the market, including

- Competition between states for labour
- Competition between projects for labour
- Decline in net interstate migration and interstate movement
- Restricted migration and international movement of workers
- Changes in trends and attitudes to FIFO work
- Time constraints for training and gaining essential experience.

Pit Crew's National Workforce Report details the project drivers and workforce profile for each state parallel to national availability.

This report is specifically targeted towards industry stakeholders such as project owners and operators, major service providers across operations and construction as well as industry bodies requiring a whole-of-market perspective.



Sample Contents

The TOC below is taken from a South Australia Workforce Report

Table of Contents

	Page
Executive Summary	6
MOGHII Landscape	13
Workforce Resources Demand	16
Total Demand Deviation by Project Activity	18
Total Demand by Commodity	19
Demand Deviation by Commodity	20
Demand by Region	21
Demand Deviation by Region	22
Construction Workforce Demand	23
Demand by Commodity for Construction	24
Demand Deviation by Commodity for Construction Demand	26
Operations Workforce Demand	27
Demand Deviation by Commodity for Operations Demand	29
Shutdown Workforce Demand	30
Demand Deviation by Commodity for Shutdown Demand	31
Forecast Demand & Availability for Selected Key Occupations	32
Analysis by Occupation	36
1331 Construction Managers	36
1332 Engineering Managers	38
2331 Chemical and Materials Engineers	40
2332 Civil Engineering Professionals	42
2333 Electrical Engineers	44
2335 Industrial, Mechanical and Production Engineers	46
2336 Mining Engineers	48
2344 Geologists, geophysicists and Hydrogeologists	50
5111 Contract, Program and Project Administrators	52
3126 Safety Inspectors	54
3212 Motor Mechanics	56
3223 Structural Steel and Welding Trades Workers	58
3232 Metal Fitters and Machinists	60
3312 Carpenters and Joiners	62
3411 Electricians	64
7121 Crane, Hoist and Lift Operators	66
7212 Earthmoving Plant Operators	68
8217 Structural Steel Construction Workers	70
8219 Other Construction and Mining Labourers	72
Commentary and Discussion	74
Appendix 1 – Project and Operations Lists, South Australia	80



Construction Labour and Engineering Resources Report

Pit Crew Labour Market Reports are comprehensive documents, identifying mining, oil & gas, heavy industry and infrastructure projects most likely to generate demand for construction labour and engineering resources during a 5-year look-ahead period

Using the identified projects the reports provide:

- ✓ A list and review of major projects in in the respective state or across Australia.
- ✓ A comparison with previous major project lists and forecasts.
- ✓ **Construction Labour**
 - Forecast construction labour demand numbers.
 - Analysis of construction labour demand by industry sector:
 - Oil and Gas,
 - Mining and Minerals Processing,
 - Linear Infrastructure (road, rail, pipeline),
 - Static Infrastructure (port, refinery, power station, desal plants).
 - Analysis of construction labour demand by site discipline
 - Site Development and Earthworks,
 - Civil,
 - Structural/Mechanical/Piping,
 - Electrical.
 - Analysis of demand and availability by individual skill sets – 10 key skills to 4 – digit ANZSCO codes (refer annexures for details).
 - Analysis of construction labour demand by approved and not-yet-approved projects.
 - Information regarding changes and trends in the major project market as well as potential market responses to constraints and challenges currently faced in the industry.
- ✓ **Engineering Resources**
 - Forecast engineering resources demand numbers.
 - Analysis of engineering resources demand by industry sector:
 - Oil and Gas,
 - Mining and Minerals Processing,
 - Linear Infrastructure,
 - Static Infrastructure.
 - Gap analysis of demand and availability by individual skill sets – 21 key skills to 4 – digit ANZSCO codes (see following table).
 - Analysis by approved and not-yet-approved projects.



- Information regarding changes and trends in the major project market as well as potential market responses to constraints and challenges currently faced in the industry.

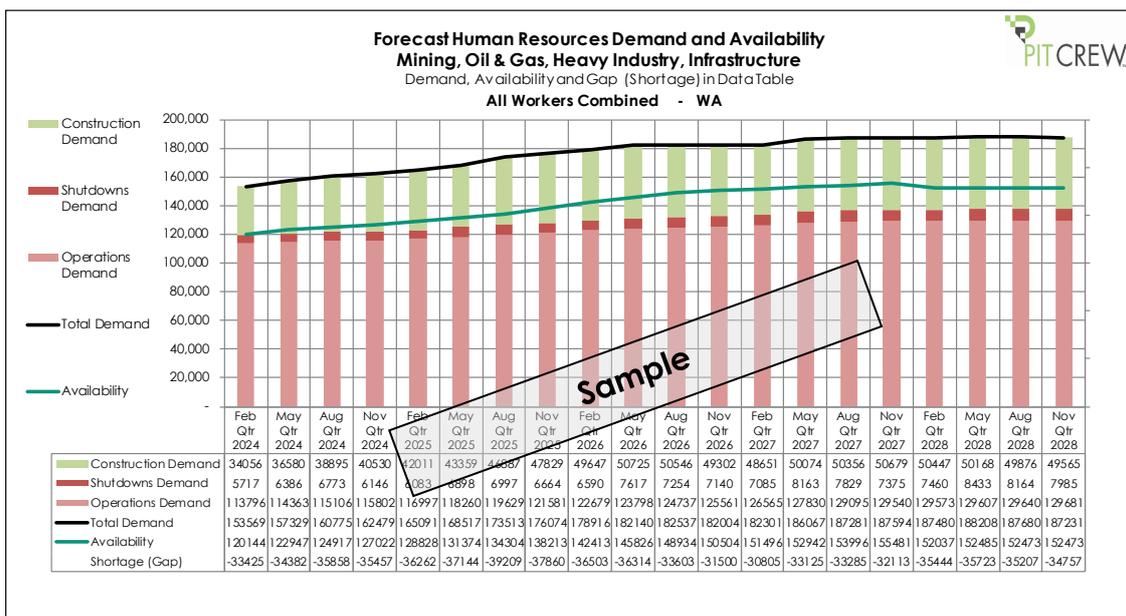
Construction Labour Occupations	Engineering Resources Occupations
3223 Structural Steel and Welding Trades Workers	1328 Engineering Managers Total
3232 Fitters	1338 Construction Managers
3411 Electricians	2331 Chemical and Material Engineers
7212 Earthmoving Plant Operators	2332 Civil Engineering Professionals
8217 Structural Steel Construction Workers	2333 Electrical Engineers
3212 Motor Mechanics	2335 Industrial, Mechanical and Production Engineers
7121 Crane, Lift & Hoist Operators	2336 Mining Engineers
3312 Carpenters & Joiners	2339 Other Mining Professionals
8212 Concreters	3122/3123/3125 Engineering Draftspersons and Technicians
8219 Other Construction & Mining Labourers	3126 Safety Inspectors
	5111 Contract, Program and project administrators

Graphical Data Examples

The information and data contained in Pit Crew Labour Market Reports ranges from high level total workforce demand, to detailed information on individual occupations at a 4-digit ANZSCO code.

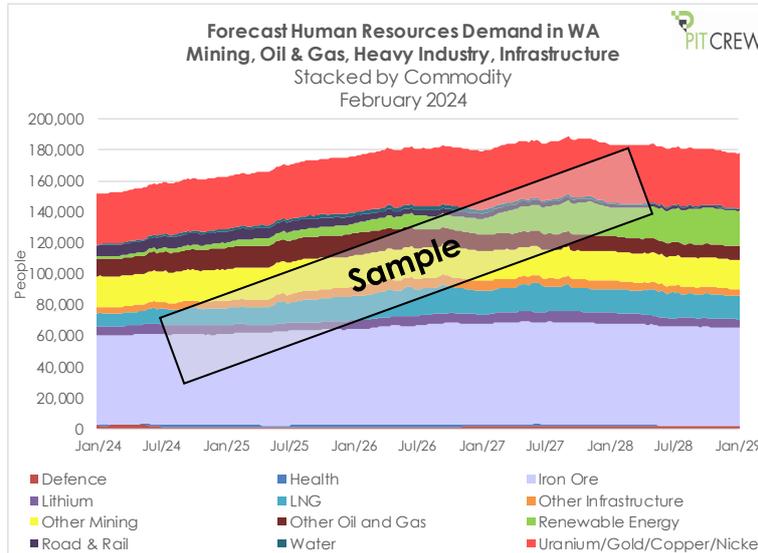
High Level Information Examples

Total Workforce Demand and Availability Summary for MOGHII Sectors Workforce Resources





Information on total demand is also split by region and commodity, an example is shown below



Demand and availability summary matrixes are provided, these offer a high level summary of forecast shortage or availability of individual occupations.

Pit Crew Availability Matrix Selected Key Occupations in WA MOGHII Sectors Managers, Professionals and Admin	Feb Qtr 2024	May Qtr 2024	Aug Qtr 2024	Nov Qtr 2024	Feb Qtr 2025	May Qtr 2025	Aug Qtr 2025	Nov Qtr 2025	Feb Qtr 2026	May Qtr 2026	Aug Qtr 2026	Nov Qtr 2026	Feb Qtr 2027	May Qtr 2027	Aug Qtr 2027	Nov Qtr 2027	Feb Qtr 2028	May Qtr 2028	Aug Qtr 2028	Nov Qtr 2028	Max Shortage		
	1331 Construction Managers																						
1332 Engineering Managers																							632
2331 Chemical and Materials Engineers			X																				446
2332 Civil Engineering Professionals																							592
2333 Electrical Engineers																							1160
2335 Industrial, Mechanical and Production Engineers			X																				1021
2336 Mining Engineers	X																						810
5111 Contract, Program and Project Administrators																							727

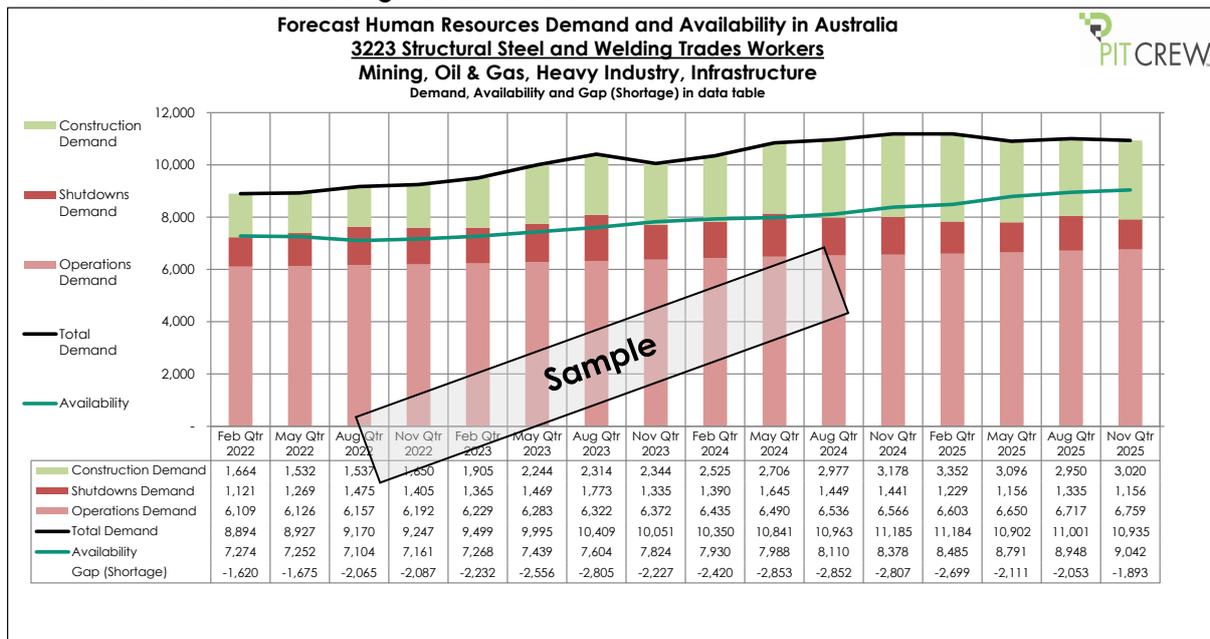
Pit Crew Availability Selected Key Occupations in WA MOGHII Sectors Technicians, Trades Workers, Operators and Labourers	Feb Qtr 2024	May Qtr 2024	Aug Qtr 2024	Nov Qtr 2024	Feb Qtr 2025	May Qtr 2025	Aug Qtr 2025	Nov Qtr 2025	Feb Qtr 2026	May Qtr 2026	Aug Qtr 2026	Nov Qtr 2026	Feb Qtr 2027	May Qtr 2027	Aug Qtr 2027	Nov Qtr 2027	Feb Qtr 2028	May Qtr 2028	Aug Qtr 2028	Nov Qtr 2028	Max Shortage		
	3126 Safety Inspectors			X																			
3212 Motor Mechanics																							1663
3223 Structural Steel and Welding Trades Workers																							1396
3232 Metal Fitters and Machinists																							1288
3312 Carpenters and Joiners																							763
3411 Electricians																							2168
7121 Crane, Hoist and Lift Operators																							807
7212 Earthmoving Plant Operators																							5788
8217 Structural Steel Construction Workers																							957
8219 Other Construction and Mining Labourers																							3013

 Good Av ailability (Forecast demand = 15% < Av ailability)	 Moderate Shortage (Forecast Demand = 5% to 15% > Av ailability)
 Some Av ailability (Forecast Demand = 5% to 15% < Av ailability)	 High Shortage (Forecast Demand = 15% to 25% > Av ailability)
 About Lev el (Forecast Demand = + or - 5% Av ailability)	 Acute Shortage (Forecast Demand = 25% > Av ailability)



Each report contains a detailed series of graphs and data for each reported occupation. A sample follows

3223 Structural Steel and Welding Trades Workers



Total employed in Australia (ABS ANZSCO 4-digit level)	May-2022	May-2021	May-2020
3223 Structural Steel and Welding Trades Workers	78,202	77,306	81,187

Demand for structural steel and welding trades workers is expected to increase significantly over the forecast period.

Total demand for structural steel and welding trades workers in the MOGHII sectors in Australia is expected to increase from around 9,000 in mid-2022 to nearly 11,200 in Q4/2024. Availability is also expected to increase as people from overseas are introduced to the market, however not at the pace of demand. A peak shortage of 2,850 is forecast in Q2/2024.

Acute shortages for structural steel and welding trades workers is anticipated in the MOGHII sectors across all states except TAS in 2023. With regards to absolute shortage numbers, WA is most severely impacted, QLD and NSW trail only slightly.

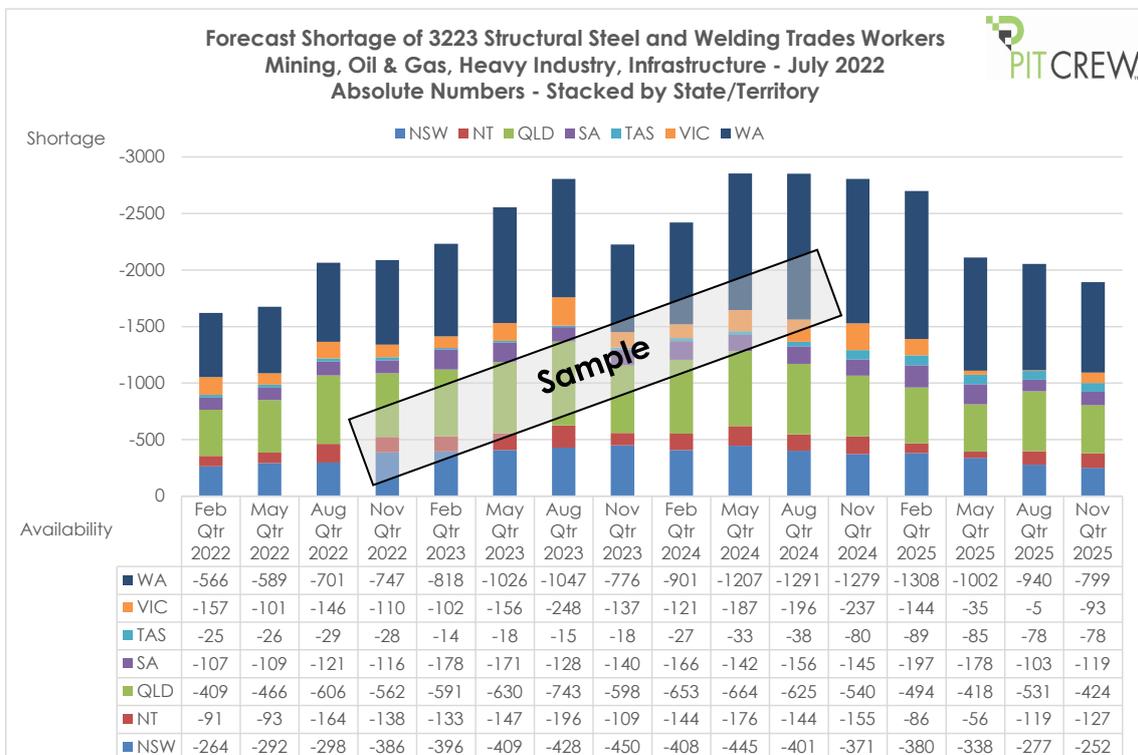
Due to the long training time to gain qualifications and the significant competition within the MOGHII and other sectors, this occupation is particularly challenging in terms of sourcing qualified and experienced workers.

Despite the high numbers of structural steel and welding trades workers in Australia, many work within commercial and production sectors and may not be readily available to the MOGHII sectors due to lack of experience, welding tickets etc, or lack of interest in the sectors.



3223 Structural Steel and Welding Trades Workers	2022		2023		2024		2025	
	Feb Qtr	May Qtr	Aug Qtr	Nov Qtr	Feb Qtr	May Qtr	Aug Qtr	Nov Qtr
NSW							450	
NT						196		
QLD								
SA								197
TAS							89	
VIC						248		
WA							1291	

 Good Availability (Forecast demand = 15% < Availability)	 Moderate Shortage (Forecast Demand = 5% to 15% > Availability)
 Some Availability (Forecast Demand = 5% to 15% < Availability)	 High Shortage (Forecast Demand = 15% to 25% > Availability)
 About Level (Forecast Demand = +/- 5% Availability)	 Acute Shortage (Forecast Demand = 25% > Availability)





Each report has a Major Project List, which lists of the projects and operations included in Pit Crew labour market modelling. A sample is below.

PROJECT	FORECAST CAPEX A\$m	STATUS	FORECAST START DATE	FORECAST END DATE	REGION	COMPANY / ORGANISATION	Commodity
Albany Ring Road 2	230	A	Jan/24	Jan/27	GS	Main Roads WA	Road & Rail
Albemarle Kemerton Workers Village	125.6	A	May/23	Jan/27	SW	Albemarle	Lithium
Alinta 100MW Battery at Wagerup	150	A	Sep/23	Dec/24	PP	Alinta	Renewable Energy
Alinta Port Hedland Solar and Battery farm - Battery	100	A	Jul/23	Jan/25	PilPH	Alinta	Renewable Energy
Alkimos Desalination Plant stage 1	1000	A	Feb/24	Jun/28	PP	WA Government	Water
Anzac Midlife capability Assurance Program	2000	A	Dec/16	Jan/24	PP	WAMA Alliance	Defence
Armadale Road – Bridge	259	A	Jan/24	Jan/27	GS	Main Roads WA	Road & Rail
Astra Hydrogen to Green Ammonia	4000	NYA	Mar/25	Sep/29	MW	Kinara	Renewable Energy
Bellevue Gold Project	300	A	Jul/20	Dec/23	GE	Bellevue Gold	Uranium/Gold/Copper/Nickel
BHP Port Debottlenecking 1	700	A	Dec/21	Apr/24	PilPH	BHP	Iron Ore
FMG - Nyidinghu Project - Mine	1700	NYA	Jul/26	Jul/30	PIEP	FMG	Iron Ore
BP Biofuel Plant - Kwinana	1000	NYA	Apr/24	Apr/26	PP	BP	Other Oil and Gas
Browse Project	32656	NYA	Jun/24	Jun/30	OS	Woodside	LNG



Who uses the reports and how do they use them?

Pit Crew's labour market reports are used by a broad range of industry stakeholders in the major project market. This includes: Project owners, engineers, constructors, industry bodies, educational institutions and government departments.

They use Pit Crew Labour Market Reports as an independent source of labour market data and information, providing foundation data for a wide variety of purposes, including:

- ✓ Stakeholder alignment regarding project labour environment
- ✓ Contracting and project delivery strategies
- ✓ Workforce planning
- ✓ Recruitment and retention strategy
- ✓ Contract claims and market validation
- ✓ Skill requirement identification for training plans
- ✓ Curriculum development for educational institutions
- ✓ Training program development and funding
- ✓ Major project market intelligence
- ✓ Tender submissions data
- ✓ Labour Agreements and Migration Agreement submissions.

Pit Crew's Clients:





What benefits does Pit Crew deliver?

Our intimate understanding of the resources and energy, engineering, and construction industries as well as the hands-on experience and broad network of Pit Crew will enable us to provide an accurate and insightful approach to your labour market analysis requirements.

Benefits of using Pit Crew Labour Market Reports and our labour market analysis capabilities include:

- ✓ Providing an objective, quantitative platform upon which future strategy may be developed, which assists workforce planning and development strategies.

Up-to-date and accurate foundation data is critical for strategic planning.

Reports are data focused, not full of generalisation and motherhoods.

- ✓ Providing comprehensive labour market analysis which is recognised as an industry benchmark.
- ✓ Rapid ramp up time.

This means that clients can focus on facing the skills shortage challenge rather than redefining or reanalysing it.

Up to date state and national reports are ready and waiting for subscribers, or have a short delivery schedule. There is no time delay as a result of needing to scope a report, gather and analyse data.

Pit Crew have the ability to quickly produce client-specified scenarios using the core dataset generated in the labour modelling systems.

- ✓ Delivers a planned, strategic, and efficient approach to the labour analysis methodology.

This methodology has been proven, providing clients with confidence of reliable data and information.

The Pit Crew labour model methodology provides data that is updated at regular intervals, using the same methodology each time. This permits the development of industry trending and analysis not possible with snapshot reports.

Data is current and up to date. Six-monthly update periods ensure the data is relevant and the most current available.

- ✓ Existing intellectual property, not "re-inventing the wheel". Pit Crew's proven model has been in use in the industry for 19 years.

Some clients, either internally or using other consultants, spent hundreds of thousands of dollars and many months unsuccessfully trying to develop what Pit Crew delivered for one tenth of the cost, with an immediately available report.

- ✓ No drain on valuable internal resources.

Internal company resources are better focusing on the core business rather than be distracted with the long-drawn-out task of labour market analysis.



What makes Pit Crew different?

- ✓ Unique methodology
- ✓ Data detail and granularity
- ✓ Data analysis focuses on MOGHll sectors
- ✓ Construction and engineering industry experience
- ✓ Core services focus on major project labour market analysis
- ✓ Library of historical project data going back over 19 years.

Unique methodology: Pit Crew's methodology provides a number of advantages over traditional methodologies, this combined with Pit Crew's substantial in-house knowledge and intellectual property mean as well as reliable accurate data they deliver a deep insight into the delivery of major projects. While providing reliable data, the modelling systems also mean that scenarios and client-specific analysis can be developed, run and data provided simply and quickly.

Data detail and granularity: Another key difference is the level of granularity of Pit Crew data. The model allows Pit Crew to drill down into the detailed data which is required by clients. This is because the forecasts are built from the bottom-up, developing detailed manning schedules for each and every major project.

Pit Crew forecasts are presented using a quarterly timescale, other reports forecast skills gap using a yearly timescale. A quarterly timescale better enables clients to observe the natural progression of projects over a specified time period.

Pit Crew forecast demand and availability for individual 4-digit National Occupational Codes, providing detailed graphs for clients and data. While providing broad labour information, the graphs also include a range of demand and availability data such as total demand and demand from currently approved projects as well as historic labour numbers. These permit the reader to undertake further analysis and interpretation if desired.

Data analysis focuses on major projects: The scale and value of major projects means each sector drives demand across a very specific range of skills. Pit Crew's modelling focuses specifically on these skills. The data is not diluted or compromised by including those required for commercial or residential construction or for skills specific to sectors.

In focussing on major projects Pit Crew's availability/supply data concentrates on the likelihood of workers walking through the gate of a major project. This is a critical factor. Only a small percentage of the working population make the decision to work on a major project. Being able to use their knowledge and in-house systems means Pit Crew can go beyond knowing the numbers engaged in specific skills in a province or region and focus on how many might make themselves available to work on a major project.



Construction and engineering industry experience: Pit Crew's demand forecasting is based upon proven project management principles, not econometric models. The modelling includes the benefit of an intimate understanding of the labour requirements for every step of the construction phase. This can only be gained from years of hands-on experience on project sites. This helps deliver an essential 'feel' for the labour analysis and data.

Core services focus on major project labour market analysis: Pit Crew's core service is labour market forecasting, analysis, and reporting. Pit Crew is not an accounting firm or global consultants who are all things to all clients, nor is Pit Crew an industry, government or union funded entity. Pit Crew is an independent company providing specific services to a specific market. Being in such a position means Pit Crew's capability, objectivity and integrity needs to be foremost in all they do.

Library of historical project data going back over 19 years: Having produced regular reports for the past 19 years means Pit Crew has a significant library of historical data. Each six months data is frozen and used for analysis and reports, once superseded by the next report the data is retained and archived. This allows Pit Crew to compare previous forecasts to current and better understand the movement of the project market over time as well as gauge changes in project numbers, values, and productivity. This is a powerful tool which no one-off snapshot report can replicate.



Pricing Structure

National and State Workforce Reports

State Reports

Report	Cost per single issue	Cost per 2 issue subscription (1 year)	Cost per 4 issue subscription (2 years)
Western Australia	\$39,250 + GST	\$70,650 + GST	\$137,250 + GST
Queensland	\$39,250 + GST	\$70,650 + GST	\$137,250 + GST
Northern Territory	\$33,100 + GST	\$59,600 + GST	\$113,200 + GST
South Australia	\$33,100 + GST	\$59,600 + GST	\$113,200 + GST
New South Wales	\$39,250 + GST	\$70,650 + GST	\$137,250 + GST
Victoria	\$39,250 + GST	\$70,650 + GST	\$137,250 + GST
Tasmania	\$29,750 + GST	\$53,600 + GST	\$101,750 + GST

*Notes:

- Reports may be off-the-shelf or prepared to order
- Delivery 0 – 4 weeks from date of order
- 2 and 4 issue subscriptions delivered in 6 month intervals
- All subscriptions subject to Pit Crew terms and conditions

National Report

Report	Cost per single issue
National Workforce Report	\$175,500 + GST per issue*

*Notes:

- Report prepared to order
- Delivery typically ~12 weeks from date of order
- 10% discount for subscriptions of 2 or more issues
- All subscriptions subject to Pit Crew terms and conditions



Construction Labour and Engineering Resources Report

State Reports

Report	Cost per single issue	Cost per 2 issue subscription (1 year)	Cost per 4 issue subscription (2 years)
Western Australia	\$29,500 + GST	\$53,000 + GST	\$106,000 + GST
Queensland	\$29,500 + GST	\$53,000 + GST	\$106,000 + GST
Northern Territory	\$25,400 + GST	\$46,000 + GST	\$91,000 + GST
South Australia	\$25,400 + GST	\$46,000 + GST	\$91,000 + GST
New South Wales	\$29,500 + GST	\$53,000 + GST	\$106,000 + GST
Victoria	\$29,500 + GST	\$53,000 + GST	\$106,000 + GST
Tasmania	\$25,400 + GST	\$46,000 + GST	\$91,000 + GST

*Notes:

- Reports may be off-the-shelf or prepared to order
- Delivery 0 – 4 weeks from date of order
- 2 and 4 issue subscriptions delivered in 6 month intervals
- All subscriptions subject to Pit Crew terms and conditions

National Report

Report	Cost per single issue
National Construction Labour and Engineering Resources Report	\$135,200 + GST per issue*

*Notes:

- Report prepared to order
- Delivery typically ~12 weeks from date of order
- 10% discount for subscriptions of 2 or more issues
- All subscriptions subject to Pit Crew terms and conditions

Custom Labour Market Reports and Scenario Modelling

Pricing available upon request



Subscription Agreement Terms and Conditions



Contents

1. PURPOSE OF AGREEMENT.....	3
2. OUR SERVICES	3
3. TIMETABLE	3
4. CHANGES OR ADDITIONS TO SERVICES	3
5. FEES & PAYMENT	3
6. DELIVERABLES.....	4
7. OWNERSHIP AND USE OF DELIVERABLES	4
8. INTELLECTUAL PROPERTY	6
9. CONFIDENTIALITY	7
10. TERMINATION	7
11. LIABILITY	8
12. ACKNOWLEDGMENTS	9
13. FORCE MAJEURE.....	9
14. GOVERNING LAW.....	10
15. ASSIGNMENT	10
16. ENTIRE AGREEMENT	10
17. GOODS AND SERVICES TAX	10
ANNEXURE 1: STATEMENT OF WORK.....	13

Terms of Business – Pit Crew Labour Market Reports and Pit Crew Management Consulting Services Pty Ltd

These terms and the attached Statement of Work ("**SOW**") in Annexure 1 forms the agreement between us ("**Agreement**"). If there is any inconsistency between these terms of business and the SOW, then to the extent of the inconsistency the SOW takes precedence.

1. PURPOSE OF AGREEMENT

1.1 The purpose of this Agreement is to govern the terms and conditions upon which we may provide to you the services specified in clause 2.1 below.

2. OUR SERVICES

2.1 Our services may be either:

- (a) **Delivery of an industry report:** This means that we will prepare and deliver a report which is an industry report detailing labour demand and availability/supply forecasting information in the resources, engineering and construction sectors ("**Pit Crew Labour Market Reports**"); and/or
- (b) **Consulting services to perform:** This means that we will provide you with the services and will, to the extent set out in the SOW and these terms of business, be responsible for the management and control of the services and for the quality of the deliverables referred to in the SOW. The services will be related to providing additional information, forecasts and labour demand scenarios related to Pit Crew Labour Market Reports.

3. TIMETABLE

3.1 Scheduled issue dates are set out in the SOW.

4. CHANGES OR ADDITIONS TO SERVICES

4.1 Either of us may request changes or additions to the services or to any other aspect of the terms of business or the SOW. However, until a change is agreed in writing both of us will continue to act in accordance with the latest agreed version of this Agreement including your obligation to pay our fees and charges.

5. FEES & PAYMENT

5.1 You must pay (without deduction) for the subscription and/or services as set out in the SOW and in this clause. All charges are payable in Australian dollars unless otherwise set out in the SOW.

5.2 Table of Additional Consulting Fees for Consulting Services:

- (a) Senior Consultant = \$350.00 per hour + GST;
- (b) Database Consultant = \$250.00 per hour + GST.

5.3 Our Consulting Services Fees do not include expenses or taxes. Out-of-pocket expenses or additional mileage incurred in connection with the assignment must be reimbursed to us. Our fees and, where applicable, our out-of-pocket expenses and other expenses will be increased to reflect the amount of any goods and services tax that may apply to the services, goods or other things we supply under this Agreement. You will also be responsible for paying any other taxes arising from the Agreement.

5.4 Unless otherwise stated in the SOW, we will invoice you for fees and expenses. Our accounts are payable within 30 days from date of invoice. If payment is more than 14 days overdue we have the right to suspend provision of our services and charge interest at a rate of 3% above the CBA overdraft rate on the outstanding amount.

5.5 We may reasonably vary any fee rate stated in the SOW by giving you 14 days written notice of the variation.

6. DELIVERABLES

6.1 We will prepare and deliver any deliverables listed or referred to in the SOW.

6.2 Acceptance

You accept the deliverables:

- (a) when the acceptance criteria described in the SOW have been met; or
- (b) when you make any productive use of the deliverables,

whichever occurs first. Where no acceptance criteria are specified in the SOW, the deliverables will be accepted on delivery to you.

7. OWNERSHIP AND USE OF DELIVERABLES

7.1 Client Materials

Subject to any pre-existing intellectual property rights, you will own the copyright in all deliverables identified in the SOW as "Client Materials" in relation to which you own copyright.

7.2 Use of deliverables

We will own the copyright in all deliverables and other materials not identified as Client Materials. You will have a non-exclusive, non-transferable licence to use these deliverables within your organisation or department. Uses may include workforce and resource planning within your organisation or department, broader analysis of the labour market or for comparison against other data sources, but you must not use these deliverables for any other purpose nor provide these deliverables or copies of

them to any third party or Related Entity without first obtaining the written permission of Pit Crew

Should you wish to provide any deliverable to any third party (including member organisations or external consultant organisations engaged by you), that party must sign a Third Party Agreement. Should a sub-licence agreement be put in place, subject to its terms and the payment to us of all sub-licence fees by either you or the sub-licensee (as the case may be), the sub-licensee will have a non-transferable, non-exclusive, revocable sub-licence of the rights granted to it under the sub-licence agreement.

If you provide the deliverables, in full or in part, without permission to any third party, you must fully disclose to us details of the recipients and pay us a sum the equivalent subscription value for each third party recipient to whom the deliverables or copies were provided.

7.3 No Reliance on Statutory Licences

Where you are a Government agency, you agree that you are expressly prohibited from communicating our copyright work to other Government agencies. To the extent permitted by applicable law, you acknowledge and agree that you are expressly prohibited from relying on, and you will not allow or assist in any way, any party to rely on, any Government statutory licence under s 183 of the *Copyright Act (Cth) 1968* to use, copy, or distribute all or any party of our copyright works.

You agree that:

- (a) if you should communicate to any other Government agency; or
- (b) should any other Government agency receive and uses our copyright works provided under this licence and relies on any Government statutory licence;

in each case, you agree to pay us forthwith our market licence fees for your communication to the said Government agency's or the agency's use of our copyright work (as the case may be) as if we granted a further licence at market rates similar to this Agreement. For clarity, the parties acknowledge and agree that *equitable remuneration* for the use of our copyright work is in every case our market licence fee for use of that copyright works.

7.4 Copyright

To the extent expressly permitted by applicable copyright law and described in 7.2, you may make copies of Pit Crew Labour Market Reports and distribute those copies within your own organisation, but not any Related Entity, department, other third party or member organisation.

7.5 Referencing

Any Pit Crew Report material used by you shall be appropriately referenced. You shall not obscure or remove any copyright notice, other notices or Pit Crew logos contained in Pit Crew Labour Market Reports or other information.

7.6 Other Commercial Purposes

Pit Crew Labour Market Reports and any other deliverables supplied by us to you may not be used in advertising or for any other commercial purpose or for tender submissions without first obtaining our written permission.

7.7 Harm

Pit Crew Labour Market Reports and any other deliverables supplied by us to you may not be used by you in any way which might harm our reputation or prejudice the information contained in Pit Crew Labour Market Reports.

7.8 Software deliverables

The use of any software deliverables which are not Client Materials will be subject to the terms of the software licence referred to in the SOW. If no such licence is referred to, the software may be used internally by you but you must not affect our rights to it by copying or changing it.

7.9 Freedom to use ideas

This Agreement does not prevent or restrict us from developing and using any ideas, concepts, information, tools, methodologies or know-how relating to methods or processes of general application, including those in the field of information technology and business processes.

8. INTELLECTUAL PROPERTY

8.1 In this clause:

"Intellectual Property Rights" means the various rights and property conferred under statute, common law and equity in and in relation to patents, inventions, designs, copyright, trade marks, trade names, business names, corporate names, logos, get up, circuit layouts, know-how, trade secrets and confidential information and the right to have trade secrets and confidential information kept confidential and all other intellectual property rights as defined by Article 2 of the World Intellectual Property Organisation Convention of July 1967. This includes:

- (a) all applications for registration, extension, renewal or otherwise in respect of the rights and property referred to in this definition;
- (b) all rights of action in respect of the rights and property referred to in this definition.

8.2 You acknowledge and agree that all right, title and interest in the Intellectual Property Rights (including all future rights):

- (a) in Pit Crew Labour Market Reports; and
- (b) created in the performance of the services carried out under Clause 1.1(b),

are held exclusively by Pit Crew including but not limited to Pit Crew Labour Market Reports in any media including any machine-readable forms, the systems, knowhow,

methods, techniques, or databases supporting Pit Crew Labour Market Reports, and all modifications, improvements, additions or revisions or updates made thereto ("**the Intellectual Property**").

8.3 You must not:

- (a) Use the Intellectual Property for any purpose other than the purposes stipulated in this Agreement;
- (b) Other than in accordance with this Agreement seek to exploit the Intellectual Property in any way; and
- (c) Do anything concerning the Intellectual Property which might cause us to lose any rights to enforce our rights in the Intellectual Property.

8.4 You agree that unless agreed otherwise in writing by us, this Agreement does not transfer any interest in any Intellectual Property embodied in the information provided during delivery of Pit Crew Labour Market Reports or any subsequent consulting services.

9. CONFIDENTIALITY

9.1 Neither of us will disclose to any third party without the prior written consent of the other party any confidential information received from the other party for the purposes of providing or receiving the services. Our confidential information includes our methodologies and tools. This restriction does not apply to information which is or becomes generally available to the public (other than as a result of a breach of an obligation under this clause), is independently developed by the recipient, or is required by law to be disclosed provided you give us prior written notice of any disclosure.

10. TERMINATION

10.1 We may terminate this Agreement or cancel delivery of Pit Crew Labour Market Reports at any time before any or all issues are delivered by giving written notice to you. We shall not be liable for any loss or damage whatever arising from such cancellation.

10.2 In the event of cancellation by us pursuant to sub-clause 1 above you shall be liable to pay for all work performed up to our receipt of your notice and we shall make a pro rata refund to you of any monies owing to you.

10.3 In the event that you seek to cancel the delivery of Pit Crew Labour Market Reports after making payment to us and before all issues or updates are delivered, any payment of Subscription Fees shall be forfeited to us and you shall have no right to recover the same unless pursuant to sub-clause 4 below of this Agreement.

10.4 In the event of termination by the us for any reason other than breach of this Agreement by you or termination by you in which you identify the termination as resulting from changed terms, then we shall make a pro rata refund to you of any monies owing to you.

10.5 Either of us may terminate the Consulting Services at any time by giving not less than 14 days written notice. If you do, you will pay us for all services already provided and for costs or losses incurred as a result of the early termination.

10.6 Termination for Insolvency

Either of us may immediately terminate the Agreement by written notice if the other party is unable to pay its debts or has a receiver, administrator, administrative receiver or liquidator appointed, or calls a meeting of its creditors or for any other reason ceases to carry on business, or if any of these events appear reasonably likely to occur.

10.7 Termination for Breach

If either of us breaches this Agreement, the other may give notice to terminate the Agreement by serving notice requiring the breach to be remedied within 30 days. If the breach is not so remedied, the party serving notice will be entitled to serve a further notice terminating the Agreement with immediate effect.

10.8 Contributory Negligence

You agree that if you make any claim against us for loss as a result of a breach of this Agreement, and that loss is contributed to by your own actions, then liability for your loss will be apportioned according to the respective responsibility for the loss, and the amount you may recover from us will be reduced by the extent of your contribution to that loss.

10.9 Return of Property

On termination of the Agreement for any reason we will return any property of yours (including any confidential information). However, for our operations, for instance for archival and quality purposes, we may retain one copy of any documentation or software on which our services are based.

11. LIABILITY

11.1 Exclusion

Except as expressly provided to the contrary in this Agreement, to the extent that it is lawful to do so, all terms, conditions, warranties, undertakings, inducements or representations, whether express, implied, statutory or otherwise relating in any way to our services or to this Agreement are excluded. Without limiting the generality of the foregoing and to the extent that it is lawful to do so, Pit Crew will not be under any liability to you in respect of any loss or damage, including consequential loss or damage, however caused, which may be suffered or incurred or which may arise directly or indirectly in respect of Pit Crew Labour Market Reports and/or Consultancy Services or the failure of omission on the part of Pit Crew to comply with its obligations under this Agreement.

11.2 Terms Implied by Statute

Where any Act of Parliament implies in this Agreement any term, condition or warranty, and that Act avoids or prohibits provisions in a contract excluding or

modifying the application of or exercise of, or liability under that term, condition or warranty, that term, condition or warranty will be deemed to be included in this Agreement.

11.3 Pit Crew Liability

The liability of Pit Crew for any breach of a term, condition or warranty is limited to any one or more of the following at the option of Pit Crew:

- (a) If the breach relates to goods:
 - (i) the replacement of the goods or the supply of equivalent goods;
 - (ii) the repair of such goods;
 - (iii) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
 - (iv) the payment of the cost of having the goods repaired.

- (b) If the breach relates to services:
 - (i) the supplying of the services again; or
 - (ii) the payment of the cost of having the services supplied again.

11.4 No Reliance by Client

You warrant that you have not relied on any representation made by Pit Crew which has not been stated expressly in this Agreement or on any descriptions or illustrations or specifications contained in any document, including any publicity material produced by us.

12. ACKNOWLEDGMENTS

12.1 You are satisfied Pit Crew Labour Market Reports is compiled with due care and diligence and that Pit Crew have the experience and capability to undertake such tasks.

12.2 You acknowledge Pit Crew Labour Market Reports is a forward-looking document, as is the nature of forecasting, actual future outcomes may be different from that forecast in Pit Crew Labour Market Reports or the information and forecasts provided as a result of additional consulting services.

13. FORCE MAJEURE

13.1 In this clause:

"Force Majeure" means a circumstance beyond the reasonable control of the parties and which results in a party being unable to observe or perform on time an obligation under this Agreement. Such circumstances shall include but shall not be limited to:

- (a) acts of God, lightning strikes, earthquakes, floods, droughts, storms, tempests, mud slides, washaways, explosions, fires and any natural disaster;
 - (b) acts of war, acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage and revolution.
- 13.2 Neither party shall be liable for any delay or failure to perform its obligations pursuant to this Agreement if such delay is due to Force Majeure.
- 13.3 If a delay or failure of a party to perform its obligations is caused or anticipated due to Force Majeure, the performance of that party's obligations will be suspended.
- 13.4 If a delay or failure by a party to perform its obligations due to Force Majeure exceeds sixty (60) days, either party may immediately terminate the Agreement on providing notice in writing to the other party.
- 13.5 If this Agreement is terminated pursuant to sub-clause 3 above, we shall refund moneys previously paid by you pursuant to this Agreement for goods or services not provided by us to you.

14. GOVERNING LAW

- 14.1 This Agreement will be governed by and interpreted in accordance with the governing law of Western Australia and both of us submit to the non-exclusive jurisdiction of the courts of that State.

15. ASSIGNMENT

- 15.1 Neither of us may assign, charge or otherwise deal in any of its rights or obligations under this Agreement without the prior written consent of the other. Notwithstanding this, we may assign our rights and obligations to any legal entity to take over all or part of our consultancy business.

16. ENTIRE AGREEMENT

- 16.1 Each of us acknowledge that this Agreement is constituted by these terms and conditions and the SOW only. This Agreement is the entire agreement between us on its subject matter and supersedes any previous arrangements, agreements, representations, understandings or statements (whether in writing, or some other format).

17. GOODS AND SERVICES TAX

- 17.1 In this clause:

"Basic Consideration" means the fees set out in the SOW or any other consideration to be paid or provided to us for any Taxable Supply under this Agreement (other than GST payable pursuant to this clause).

"GST" means any goods and services tax implemented or imposed in Australia under any GST Law.

"**GST Act**" means A New Tax System (Goods and Services Tax) Act 1999 and any legislation substituted for, replacing or amending that Act.

"**GST Law**" has the meaning which it bears in section 195-1 of the GST Act.

"**Taxable Supply**" has the meaning which it bears in section 195-1 of the GST Act.

"**Tax Invoice**" has the meaning which it bears in section 195-1 of the GST Act.

17.2 Registration

The parties agree that they, or their duly appointed agent, will register under the GST Act as and when it becomes possible to do so.

17.3 Recipient Must Pay

If, upon the introduction of GST, GST is payable on the Basic Consideration or any part thereof or if we are liable to pay GST in connection with any Taxable Supply provided under this Agreement then, as from the date of any such introduction or application:

- (a) we may increase the Basic Consideration or the relevant part thereof by the amount of GST which we become liable to pay; and
- (b) you shall pay the increased Basic Consideration at least two business days prior to the due date for payment of the GST by us.

17.4 GST Invoice

Where the Basic Consideration is to be increased to account for GST pursuant to sub-clause 3 above, we shall issue a Tax Invoice to you.



Signed on behalf of:

Pit Crew Management Consulting
Services Pty Ltd (ACN 111 063 711)

Signature

Peter Dyball

Name (Print)

.....
Date

Signed on behalf of:

.....
(Name of Client – Print)
by a duly authorised officer

.....
Australian Company Number

.....
Signature

.....
Name (Print)

.....
Date

ANNEXURE 1: STATEMENT OF WORK

<p><i>As per Clause 1.1(a) of this Agreement –</i> WA Workforce Report – June 2024</p>	<p>Delivery by Immediate upon order</p>
<p>Contact Details: <i>Pit Crew Contact:</i> Name: Peter Dyball – Managing Director Address: PO Box 6098 Swanbourne WA 6010 Ph: 08 9388 3778 / 0417 092 169 Email: pdyball@pitcrew.com.au</p>	<p><i>Client Contact:</i> Name: Address: Ph: Email:</p>
<p>Payment:</p>	<p>\$39,250 + GST</p>

<p><i>As per Clause 1.1(b) of this Agreement –</i> Consulting Services N/A</p>	
<p>Payment:</p>	<p>N/A</p>

PO Box 6098, Swanbourne WA 6010
1/3 Rosslyn Street
West Leederville WA 6007
P 08 9388 3778 E enquiries@pitcrew.com.au

