Business Council of Australia

SUBMISSION

Submission in response to Discussion Paper - Project life greenfields agreements

November 2019

www.bca.com.au

Business Council of Australia ABN 75 008 483 216

CONTENTS

Overview **2**
Key Recommendations 2
Background **3**
Response to Discussion Paper questions **3**
Detailed Recommendations **8**
Extending the maximum length for greenfields agreements to eight years 8
Reducing the ‘notified negotiation period’ for greenfields negotiations from six months to three months 8
Appendix 1 – Attempts to frustrate greenfields agreements **11**

OVERVIEW

On 19 September 2019 the Attorney-General and Minister for Industrial Relations released the Government's Discussion Paper, *"Attracting major infrastructure, resources and energy projects to increase employment – Project life greenfields agreements"*.

The Business Council welcomes the interest of the Government in this issue and strongly supports reform to greenfields agreements, as proposed in the Discussion Paper.

Key Recommendations

The Business Council recommends that the *Fair Work Act 2009* be amended to:

1. Extend the maximum length of greenfields agreements to eight years, as an alternative to, or in conjunction with, 'project life' agreements
2. Greenfields agreements beyond four years in length to have the option of reviewing wage rates after this time
3. Reduce the 'notified negotiation period' for greenfields agreements in section 178B of the Act from six months to three months

The Business Council supports extending the maximum length of greenfields agreements from four to eight years, in order to enable agreements to cover a wider range of major projects for the duration of those projects. This approach could be considered in conjunction with the option of enabling agreements to run for the 'life' of a project, as any legislative definition of the 'life' of a project may not capture all projects that run for longer than four years.

In order to address concerns that longer-term agreements may prevent workers from having input into their terms and conditions for an extended period of time, the Business Council also proposes that greenfields agreements made for longer than four years have the option of including a provision to review and adjust wage rates beyond this time.

The Business Council believes these reforms will have clear benefits for business, workers and the Australian economy and should be pursued as a matter of priority.

At the same time, the Government and the Parliament should take the opportunity to amend the Act to reduce the current six-month 'notified negotiation period' for greenfields agreements[1] to three months. This reform was recommended by both the Productivity Commission Review of the Workplace Relations Framework in 2015 (**PC Review**) and the 2017 Greenfields Agreements Review (**2017 Review**). There has only been one instance in which an employer has applied to utilise this provision. In this case, it was ruled that it was too late, as work had already commenced on the project and, as such, it could no longer be a greenfields agreement.

[1] s.178B of the Act

BACKGROUND

The *Fair Work Act 2009* (**the Act**) allows for greenfields agreements to be made between employers and one of more unions entitled to represent the industrial interests of workers to be employed on a project.[2] Such agreements are available only in relation to a 'genuine new enterprise' that the employer is establishing or proposes to establish,[3] in circumstances where the employer has not yet employed any workers who will be necessary for the conduct of the new enterprise.[4]

Greenfields agreements are essential to enable businesses engaged in new projects to achieve certainty in their employment arrangements, which is often a necessary condition for them to tender for work and/or secure finance for the project. They are also important in setting terms and conditions that are sufficient to attract new workers to the project, particularly in the construction and resources sectors.

The Business Council holds serious concerns that Australia's system of enterprise bargaining is in decline, with decreasing numbers of new private sector agreements being made, including greenfields agreements. This has been a significant driver of the slowdown in wages growth in recent years.[5] The Business Council strongly supports reforms to revive enterprise bargaining in order to give businesses greater commercial certainty and to enable workers to receive wage increases.

RESPONSE TO DISCUSSION PAPER QUESTIONS

The Discussion Paper set out eight specific questions, each of which are considered below.

1. Are there examples or case studies where projects have been delayed or deferred because a greenfields agreement has reached its nominal expiry date, and there is difficulty in negotiating a new agreement?

While it is not always possible to provide definitive examples, it is clear that the problem of re-negotiating expired enterprise agreements during the life of a project adds an additional level of uncertainty and risk. This can be reflected directly in the form of costs and delays attributable to the negotiation, or indirectly in terms of risks that are factored into a project prior to its commencement.

Delays in settling employment conditions are a factor in project delays, both at the end of the project and, often more significantly, at critical stages along the way. Delays can occur in the engagement of particular contractors or, in other cases, certain contractors miss out on the opportunity to compete for work due to a lack of certainty in their employment arrangements.

Moreover, there can be difficulties negotiating a greenfields agreement in a timely way prior to the start of a project due to the need to start the project quickly and conclude negotiations on time.

---

[2] s.172(2)(b); s.174(4) of the Act

[3] s.172(b)(i) of the Act

[4] s.172(b)(ii) of the Act

[5] "*The state of enterprise bargaining in Australia*", Business Council of Australia, August 2019; https://www.bca.com.au/the_state_of_enterprise_bargaining_in_australia

The 2015 PC Review recommended that the term of greenfields agreements be able to exceed the maximum term for other forms of agreements in order to match the life of a greenfields project, where the Fair Work Commission is satisfied that such a period was justified.[6]

The current Australian major project pipeline includes numerous projects that will take longer than four years to deliver and will benefit from such a reform, for example:

- Melbourne Metro
- West Gate Tunnel (Melbourne)
- North East Link (Melbourne)
- Sydney Metro
- Western Sydney Airport
- Cross River Rail (Brisbane)
- Adani Coal (Queensland)
- Metronet Rail (Perth)
- Various iron ore and LNG expansions (Western Australia)
- Various coal seam gas projects (Queensland, Northern Territory)

Of these examples, it is notable that the West Gate Tunnel project at the time of writing still does not have an enterprise agreement in place for the head contractor, even though work has commenced. This is the result of the rejection of its proposed greenfields agreement by the Fair Work Commission. The implications of this decision are considered in the **Detailed Recommendations** section below.

2. What are the implications of this occurring?

The implications of uncertainty and delay relate not just to the 'headline figure' for delays to a project by a head contractor. They flow through the contractual chain and impact on the head contractor's ability to enter into arrangements with sub-contractors; the ability of sub-contractors to tender for work; and the ability for jobs to be created in a timely way at all levels of the chain.

3. Does the current four year maximum term for a greenfields enterprise agreement represent a significant problem for employers, workers and proponents of, or investors in, greenfields projects?

Under the current four year maximum, uncertainty and potential delays are factored into the risk matrix by both clients and head contractors. This means projects cannot be delivered as efficiently as they should be. Such problems are incorporated into the costing and tendering arrangements for the project in the first place. Each project is therefore more complex, costly

[6] Recommendation 20.4, pp. 689-690

and difficult to deliver than otherwise. This in turn has a cumulative impact on the overall level of new infrastructure activity that can be funded.

4. *Should there need to be a maximum length to a greenfields enterprise agreement at all, and if so what should it be and why?*

There are two possible approaches to amending the Act to extend the maximum term of greenfields agreements. The first is to enable an agreement to run for the 'life' of a project. The second is to extend the maximum term to a particular length beyond the current four years. The Business Council supports both options being considered.

If the Act was amended to define 'project life' then there is a risk that any such definition could exclude certain types of enterprises or undertakings. For example, would 'life of project' be the period up to practical completion of the entire project, or the life of the relevant employer's scope of works on the project? Alternatively, it could also include post-completion activities (eg, defect rectification periods).

An alternative approach is to simply apply a maximum term of eight years for greenfields agreements. This will provide greater certainty than the current four year term and will avoid disputes that could arise over whether a particular timeframe for a project had expired or not, or whether it met the statutory definition of the end of the 'project life' at a given time.

5. *What benefits are likely to arise for employers, workers and the community if length of project greenfields agreements were possible?*

The 2012 Review of the Fair Work legislation (**2012 Review**) cited with approval the Business Council's submission on the importance of certainty in attracting investment to major projects of national economic significance:

> "BCA provided evidence of the critical importance of the major projects pipeline for the Australian economy. They submit that economic growth in Australia is driven by major investment projects funded by strong multinational corporations with funding access…. there is a significant risk that some bargaining practices and outcomes associated with greenfields agreements potentially threaten future investment in major projects in Australia. This is because the existing provisions effectively confer a union (or unions)… a significant capacity to frustrate the making of an appropriate greenfields agreement at all or at least in a timely way."[7]

If agreements can be put in place for a longer timeframe, then contractors and sub-contractors will have more confidence to tender for work and enter into commercial arrangements with other parties. For example, major resources projects in Western Australia, where schedules of work can run over an extended timeframe and changes in resource value can result in project starts either being expedited (where new agreements can be made) or unnecessarily delayed (where they cannot).

6. *Are there any known risks that might arise for employers, employees, promoters of, and investors in, greenfields projects if greenfields agreements were allowed to operate for a project's length, and how might any risks be mitigated?*

The potential risks in extending the length of greenfields agreements lie in any attempt to re-define what is a 'greenfields' agreement, or define 'project life', or other such terms. For

[7] "*Towards more productive and equitable workplaces*", An evaluation of the Fair Work legislation, 2012, p. 82

these reasons, the Business Council proposes the option of extending the maximum length of greenfields agreements to eight years, with this option to be available to all projects that meet the current test of a 'genuine new enterprise' under the Act.

Similar risks could also arise in any proposals to introduce separate rules for greenfields agreements in 'major' projects. For example, would the definition of 'major' project be a financial test, and if so, would this be based on the relevant employer's contract value for the project, or the global project value? Would it also (or alternatively) be based on a 'public interest/public significance' test? Any definition will ultimately be an arbitrary 'line drawing' exercise that could lead to disputes. It would also trigger other processes or claims, such as those relating to site allowances in certain jurisdictions. It is also problematic to legislate for differential treatment for workforces based on the size or value of the project. The simplest solution is to have one set of rules that apply to all projects without making distinctions based on size or other factors.

7. Should longer project agreements be required to allow some form of escalation in wage rates over the period of the agreement?

The Business Council believes it is appropriate to enable a review of wage rates where an agreement runs longer than four years, though this should not be a mandatory requirement.

Wage rates under agreements with a term of up to eight years will generally be a matter for negotiation between the parties. For the option of longer terms to be utilised by employers, the proposed wage rates will need to be sufficiently attractive to unions to enable them to reach agreement. This could mean wage increases over the entire term of the agreement are settled when the agreement is made. Alternatively, the Act could provide for parties to agree to review wage rates beyond four years if they were not settled previously.

The legislation should not be prescriptive in how such reviews should be conducted. They should be a matter for negotiation by the parties when the agreement is made. Any mandatory review process is likely to be either a 'box ticking' exercise or a source of disputation when the review time arrives. An agreement could, for example, include a process or formula for determining wage rates at a given time, with any dispute to be determined in accordance with the dispute settling procedure of the agreement.

8. Should there be a mechanism to extend, or to shorten, an existing greenfields enterprise agreement? If so, how might this work?

The Business Council does not believe there is any need to further amend the Act to provide new means to extend or shorten greenfields agreements.

In addressing this question, it is important to revisit the purpose of a greenfields agreement, which is to put in place a framework to set terms and conditions for workers where none are currently employed. Once a workforce is engaged then a greenfields agreement operates in the same manner as any other agreement. There is no policy reason why during the life of the agreement it should be subject to a different set of rules to other agreements (other than the capacity to review wage rates after four years).

There is no apparent need to include a novel arrangement that would enable greenfields agreements (but not others) to be varied to shorten their nominal term. If agreements run longer than necessary, then they can be terminated using the existing provisions of the Act.

Alternatively, once a project is completed and the workforce has moved on, the agreement no longer has any work to do, so shortening its term becomes a moot point.

Similarly, if the original term was insufficient, then the parties can utilise the existing variation provisions under the Act to vary the agreement.

DETAILED RECOMMENDATIONS

Extending the maximum length for greenfields agreements to eight years

The Business Council believes there is a clear need to amend the Act to enable greenfields agreements to run for the duration of a project where possible. While the Discussion Paper contemplates that this could be achieved through 'project life' agreements, it could also be done by extending the maximum length of greenfields agreements to eight years.

It should be noted that the maximum eight-year term is unlikely to be widely used, as the history of greenfields agreements shows that most have had a term that is well within four years. The 2017 Review found the average duration of greenfields agreements up to June 2017 was 2.8 years.[8] The most recently available data for 'in term' greenfields as of March 2019 was 3.4 years.[9] The PC Review found that two-thirds of greenfields agreements were in the construction industry and that almost half of all projects in this sector are for less than two years.[10]

However, there is a clear benefit to be derived through longer terms for the smaller proportion of significant major projects that will require them. This has been acknowledged by a range of parties. The Business Council endorses the comments of the former ALP leader, Mr Shorten, on 15 May 2019 in favour of longer greenfields agreements:

> "They'll be good paying jobs. You get the certainty of the arrangement, the union gets the certainty of the arrangement, the workforce get the certainty of the arrangement."[11]

Extending the maximum term of agreements is also unlikely to lead to lower wage increases. The 2017 Review found the average annual wage increase for greenfields agreements was 4.2%, compared to 3.4% for non-greenfields[12], i.e. wage rises were 24% higher under greenfields agreements. The most recently available data for 'in term' greenfields as of March 2019 was 2.6%, which was no different to non-greenfields agreements.[13] The types of major projects in the construction and resources sectors that are most likely to have longer agreements are also those that typically pay higher wages than smaller projects.

Reducing the 'notified negotiation period' for greenfields negotiations from six months to three months

The 2012 Review recommended that:

> "Given the national significance of some greenfields projects and the need for assurance in project design and investment, the Panel also recommends a form of arbitration be available if the parties are unable to reach agreement within a suitable time frame."[14]

[8] Department of Jobs and Small Business, "Greenfields Agreements Review", 27 November 2017, p.12

[9] Attorney-General's Department "*Trends in Federal Enterprise Bargaining Report*", March Quarter 2019, p. 17

[10] Productivity Commission, "*Workplace Relations Framework*" Inquiry Report 2015, pp. 711-712

[11] "*Big projects to get strike protection*", Australian Financial Review, 22 October 2019

[12] Department of Jobs and Small Business, "Greenfields Agreements Review", 27 November 2017, p.12

[13] Attorney-General's Department "*Trends in Federal Enterprise Bargaining Report*", March Quarter 2019, p. 17

[14] "*Towards more productive and equitable workplaces*", An evaluation of the Fair Work legislation, 2012, p. 171

This recommendation was intended to address what the Review had identified as the practice of certain unions to "*frustrate the making of an appropriate greenfields agreement at all or at least in a timely way.*"[15]

In recognition of this problem, the 2014 *Fair Work Amendment Bill* proposed an amendment to the Act that would allow for arbitration if the parties had failed to reach agreement after three months. This was amended by the Senate to six months when the legislation was passed in 2015.[16]

Since then, both the PC Review in 2015[17] and the 2017 Review[18] recommended that the period be reduced to three months. The 2017 Review noted in relation to the six-month timeframe that:

> "The union and employer organisation responses were generally consistent in asserting that the amendments have had little impact on bargaining behaviour"[19]

The 2017 Review also found that while in greenfields negotiations "the range of matters likely to be in dispute are relatively limited,"[20] bargaining behaviour had not changed because six months was too long to encourage agreement being reached earlier.

Three months should be more than enough to reach agreement. The six-month period encourages parties to 'game' the system by holding out for longer. It also risks projects no longer being 'new' by the time an agreement is ultimately made.

One reason why recourse to the six-month arbitration option has been negligible is that six months is also too long for a project to remain a 'genuine new enterprise'. At the time of writing, the Fair Work Commission had only considered one application to utilise the six-month notification period.[21] This application related to the proposed agreement of the head contractor for the West Gate Tunnel project in Melbourne. In this case, it was determined that the agreement could not be approved as a greenfields agreement as work had begun on the project during the negotiating period.

This decision is significant, as it determined that greenfields status may be lost as early as any activity occurs on a site, including early works/preparatory activities, and/or payments being made by the client to the employer in respect of the project. The objecting union parties in this case argued that a project should cease be 'new' even earlier, as soon as the commercial contracts were signed.

Experience demonstrates that employers will not seek arbitration as a 'first resort' option and the option will rarely be used at all. The 2017 Review found that the notification period is typically not utilised in negotiations between employers and unions, and even where it is, notice is likely to be given sometime after actual negotiations had commenced.[22]

---

[15] "*Towards more productive and equitable workplaces*", An evaluation of the Fair Work legislation, 2012, p. 82

[16] s.178B of the Act

[17] Recommendation 21.1, p.60

[18] Recommendation 7, p.36

[19] Department of Jobs and Small Business, "Greenfields Agreements Review", 27 November 2017, p.11

[20] Department of Jobs and Small Business, "Greenfields Agreements Review", 27 November 2017, p.35

[21] *Applications by CPB Contractors Pty Limited and John Holland Pty Ltd* [2019] FWC 1122 (21 February 2019)

[22] Department of Jobs and Small Business, "Greenfields Agreements Review", 27 November 2017, p. 34

However, for the reasons identified by the 2012 Review, its mere existence as an option will encourage parties to reach agreement and reduce union stalling tactics. Moreover, a shorter period will enable the Fair Work Commission to approve the agreement at an earlier stage, and thus reduce the risk of the agreement losing greenfields status because the project is no longer ‘new’.

APPENDIX 1 – ATTEMPTS TO FRUSTRATE GREENFIELDS AGREEMENTS

In support of this submission, the Business Council notes that a common problem with the use of greenfields agreements has been the tactics of certain unions to routinely attempt to frustrate their approval by the Fair Work Commission. This lends further weight to the need to reduce the notified negotiating period from six to three months, in order for agreements to be made and approved in a timely manner.

The following cases all had particular elements in common:

1. A greenfields agreement was negotiated by the employer with the AWU and submitted to the Fair Work Commission for approval
2. Other unions, typically the CFMEU, attempted to block the approval of the agreement based on technical grounds
3. The Commission ruled against the objecting unions and approved the agreement
4. The objections to the approval of the agreements either resulted in delays in the commencement of the agreement or exposed the project to the risk of such delays

1. Regional Rail Link - Footscray to Sunshine (2011)

The Regional Rail Link project in Melbourne was constructed between 2009 and 2015 and was costed at $4.3 billion. At the time, it was the largest infrastructure project in Australia.[23] The Footscray to Sunshine section was worth around $1 billion. The agreement covering this section of the project was made by the employer and the AWU. The Fair Work Commission approved the agreement on 16 September 2011.[24]

The CFMEU, AMWU and RTBU objected to the approval of the agreement on the grounds that:

- the AWU was not entitled to represent the interests of a majority of employees to be covered by the agreement;
- approval was not in the public interest as the agreement may also cover CFMEU members;
- it was not a genuine 'greenfields' agreement because the employer had already employed workers who may work on the project; and
- the project itself was not a 'genuine new enterprise'

At the hearing, the objecting unions abandoned their first ground of objection. The objection that the project was not a 'genuine new enterprise' was made on the basis that the employer was merely tendering for the work and no tender had been awarded at the time the agreement was made. The Commission rejected the this argument, as the Act clearly allows for greenfields agreements for new enterprises that the employer 'proposes' to establish, including during a tender process.

[23] Premier of Victoria media release, 21 December 2011

[24] *Abigroup, John Holland and the Australian Workers' Union – Regional Rail Link Footscray to Sunshine Project Agreement 2012-2015* [2011] FWAA 5724

The Commission also rejected the ground that it was not a greenfields agreement because the employer had already engaged staff. These were existing staff who 'may' work on the project in the event the tender was awarded, not staff who were 'necessary' to undertake the work on the project once the tender was awarded, as specified in the Act. The Commission described the difference between the two concepts as 'stark', and the evidence put by the objecting unions as 'vague and general'.

The public interest objection was rejected on the basis that the agreement "*does not inhibit the right of any employee to be represented by the employee organisation of their choice*"; the Act does not require greenfields agreements to be made with every union that may have coverage; and all of the employer and union parties were aware that overlapping union coverage on such projects was 'not uncommon' and they were all experienced in dealing with such issues.

2. Regional Rail Link - Footscray to Southern Cross (2012)

The Fair Work Commission approved the agreement on 24 February 2012.[25] The CFMEU had objected to the agreement on the ground that the AWU was not entitled to represent a majority of employees to be covered by the agreement, the same ground that it had opted not to pursue in the previous Regional Rail Link proceeding outlined above.

The Commission rejected the CFMEU's objection and ruled that it was not even necessary to seek any further information on the matter, given that the AWU's Rules entitled it to represent any worker engaged in 'Railway construction work'.

3. Wheatstone (2012)

The Wheatstone LNG project was forecast to create 6,500 jobs, of which 1,000 would be employed by the employer (Thiess) under the proposed agreement, with the project to contribute $20 billion to government revenues and $15 billion to Australian business over 30 years.

The agreement was made between Thiess and AWU following six months of negotiation. The application to approve the agreement lodged on 12 July 2012. The CFMMEU, AMWU and CEPU opposed the approval of the agreement by the Fair Work Commission. The Commission approved the agreement on 29 August 2012.[26]

The grounds cited by the objecting unions were that:

- the agreement was not in the public interest, as the AWU had "*not appropriately represented the interests of the employees who are to be employed under the Agreement",* due to it failing to achieve every item in its log of claims; and
- Thiess did not conduct any negotiations with the other unions, and the parties had therefore "*failed to follow workers instructions and demands*", notwithstanding that there were no workers yet employed

[25] *Abigroup, John Holland and the Australian Workers' Union – Regional Rail Link Southern Cross Station to Footscray Junction Project 2012-2015* [2012] FWAA 1565

[26] *Thiess Pty Ltd Wheatstone Project Agreement 2012* [2012] FWAA 7466

In response to the public interest ground, the Commission ruled that the objecting unions had themselves agreed to greenfields agreements in similar terms to those agreed by the AWU, and there was no evidence they would have negotiated superior terms to the AWU.

On the second ground, the Commission ruled that:

> "the fact, in this case, that only one union has entered into the Agreement or which union is a party to the Agreement is not relevant to the public interest question. The Act allows Thiess to make a greenfields agreement with only one union. There is nothing untoward or unusual about this."

4. NorthConnex (2015)

The project is a four-year infrastructure project in Sydney worth $2.8 billion. The CFMEU and AWU were initially involved in negotiations of the agreement, however as agreement could not be reached with the CFMEU it was made with the AWU only. The CFMEU then opposed the approval of the agreement by the Commission. The Commission approved the agreement on 22 December 2015.[27] Its reasons for decision published on 7 January 2016[28]

The CFMEU claimed that workers had already been employed by the employer at the time the agreement was made and it was thus not a 'greenfields' agreement. This argument was refuted by the evidence provided by the company. The CFMEU sought orders for the production of documents by the Commission, which were not granted given that the CFMEU's argument had been shown to lack merit.

The CFMEU also argued that agreement not be approved because it was 'uncertain' on the basis that the dispute settlement clause required any arbitrated outcome to be consistent with the Commonwealth Building Code. This argument had previously been rejected in other Commission decisions and was ultimately not pursued at the hearing.

The CFMEU further argued that as preparatory work had already begun on the site by other contractors it was a not a new project. This argument was rejected by the Commission on the basis that the work to be performed by the contractor (undertaking the tunnel work) was distinct from the other work and was clearly a 'genuine new enterprise'.

5. Cross River Rail (2019)

The project is considered "Queensland's highest priority infrastructure project"[29], worth $5.4 billion and forecast to generate 7,700 jobs during construction. The agreement was made between CPB Contractors and the AWU. The application to approve the agreement was lodged on 12 September 2019. Approval was opposed by CFMMEU, AMWU and CEPU

Given the importance of the project, the need for employees to be engaged upon approval of the agreement, and the risk of delays to the project, the Fair Work Commission expedited the approval process. The Commission approved the agreement on 16 October 2019 and rejected the arguments of the objecting unions.[30] At the time of writing, the reasons for decision had not yet been published.

---

[27] NorthConnex/AWU Civil Works Greenfields Agreement 2015-2019 [2015] FWCA 8851

[28] Lend Lease Engineering Pty Ltd; Bouygues Construction Australia [2016] FWC 126

[29] Queensland Government media release, 20 February 2018

[30] CPB Contractors Pty Ltd Cross River Rail – Civil and Surface Works Greenfields Agreement 2019-2023 [2019] FWCA 7152

BUSINESS COUNCIL OF AUSTRALIA
42/120 Collins Street Melbourne 3000 T 03 8664 2664 F 03 8664 2666 www.bca.com.au

© Copyright November 2019 Business Council of Australia ABN 75 008 483 216
All rights reserved. No part of this publication may be reproduced or used in any way without acknowledgement to the Business Council of Australia.

The Business Council of Australia has taken reasonable care in publishing the information contained in this publication but does not guarantee that the information is complete, accurate or current. In particular, the BCA is not responsible for the accuracy of information that has been provided by other parties. The information in this publication is not intended to be used as the basis for making any investment decision and must not be relied upon as investment advice. To the maximum extent permitted by law, the BCA disclaims all liability (including liability in negligence) to any person arising out of use or reliance on the information contained in this publication including for loss or damage which you or anyone else might suffer as a result of that use or reliance.