



Job No.	Trade:	CC:
Contract No:		
Date:		

Subcontractor:	ABN: ("the Subcontractor")			
Building/Trade License No:				
Address:				
Contact:		Mobile:		Email:
Phone No:		Fax No:		

Builder (Head Contractor):	Integral Construction Pty Ltd ("the Builder")			
Project Name:				
Address of Project:	("the Site")			
Site Phone No:		Fax No:		Mobile:
Project Manager:		Foreman:		

The Subcontractor agrees with the Builder to carry out the Subcontract Works in accordance with the terms and conditions of this agreement ("the Subcontract") which comprises this document, the special conditions, Integral Construction Pty Ltd's Standard Conditions, a copy of which can be obtained by visiting www.integralconstruction.com.au, the Schedule and the Annexures.

SUBCONTRACTOR'S DECLARATION (all relevant details must be completed)

SUBCONTRACTOR'S DETAILS	NAME OF INSURANCE COMPANY	LIMIT OF COVER	POLICY No.	EXPIRY DATE
Public Liability / Risk Policy:				
Workers Comp. Policy:				
Construction Risk Policy:				
Superannuation Scheme:	Registration No.	Month of Last Payment:		

SCHEDULE

Subcontract Sum [Clause 3(a)]:	\$	(ex GST)	Governing Law [Clause 32]:	
Commencement Date [Clause 8(a)]:			Date for Completion [Clause 8(b)]:	
Liquidated Damages [Clause 28(a)(i)]:	\$	(if nothing \$500 / day)		
Date for submission of Progress Claims [Clause 13(b)A]:	<input type="checkbox"/> day of each month for works completed in the prior month		Defects Liability Period [Clause 22]:	
The Subcontract Works:				

Accepted and signed for and on behalf of Integral Construction Pty Limited ABN 27 138 976 922:

Signed: Witnessed By: Date:

Print Name Print Name
 In Full: In Full:

Accepted and signed for and on behalf of the Subcontractor who warrants that he is authorised to sign:

Signed: Witnessed By: Date:

Print Name Print Name
 In Full: In Full:

Annexures

Annexure A	Scope of works, project documents, plans and specifications
Annexure B	Site specific and trade conditions of contract
Annexure C	Insurance
Annexure D	Health, safety, Environment and Quality
Annexure E	Industrial relations
Annexure F	Claim notification and submission
Annexure G	Warranty
Annexure H	Subcontractor declaration
Annexure I	Certificate of release
Annexure J	N/A

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STANDARD CONDITIONS

1. DEFINITIONS: In this subcontract, except where the context otherwise requires:

Best Industry Practice means that degree of skill, care, prudence and foresight which would reasonably and ordinarily be expected of a skilled and experienced contractor engaged in the same type of project as the Subcontractor under the same or similar circumstances.

Business Day means any day other than a Saturday, Sunday, public holiday in the state in which the Site is located or 27, 28, 29, 30 or 31 December.

Claim means any action, suit, claim, proceeding, demand or loss whatsoever including without limiting the generality of the foregoing any claim howsoever arising out of, relating to or connected with the Subcontract including:

- a) present, unascertained, immediate, future or contingent;
- b) in contract or in tort including negligence or under statute or for breach of fiduciary duty or statutory duty, by reason of any other principle whether legal, equitable or statutory;
- c) asserted by action, claim, suit, proceeding, deduction, set-off or counterclaim or otherwise;
- d) for breach of any provision, warranty, representation, obligation, indemnity or undertaking (express or implied); or
- e) for costs whether ordered or not or assessed or taxed in relation to any proceedings or otherwise.

Commencement Date means the date stated in the Schedule or any other such date as may be determined in accordance with this Subcontract.

Completion means the stage when:

- a) the Subcontract Works are substantially complete and are capable of being used for their stated or intended purpose;
- b) the Subcontractor has, in the opinion of the Builder, completed all tests, rectified all outstanding defects and provided all documents and information necessary for the use, operation and maintenance of the Subcontract Works; and
- c) all other completion criteria have been met as may be specified in the Annexures.

Completion Date means the date evidenced by the Builder's written notice in accordance with clause 8(i).

Confidential Information means all plans, samples, models, patterns, financial, business, technical and other information of whatever kind regarding the Subcontract Works, the Builder or the Principal (including without limitation any research, diagrams, plans or other documents whatsoever whether or not belonging to the Builder) disclosed to or obtained by the Subcontractor before or after the execution of this Subcontract by the Subcontractor.

Date for Completion means:

- a) where the Schedule provides a date for Completion, the date;
- b) where the Schedule provides a period of time for Completion, the last day of the period,

but if any EOT is granted by the Builder or allowed in any expert determination or arbitration it means the date resulting therefrom.

Defects Liability Period means the period commencing at 4pm on the Completion Date and continuing until the date specified in the Schedule or if no date is specified in the Schedule a period of 12 months from the date of practical completion of the Head Contract or if there are several, then the last to expire.

EOT (from 'extension of time') means an adjustment to the Date for Completion in accordance with clause 8(d).

Head Contract means the contract executed by the Builder for the works at the Site including all plans, drawings and specifications relating to the Head Contract Works and of which the Subcontract Works form a part, a copy of which, except for prices, is available for inspection by the Subcontractor.

Head Contract Works means the whole of the work to be carried out and completed in accordance with the Head Contract including variations provided for by the Head Contract which by the Head Contract is to be handed over to the Principal as defined in the Head Contract.

IAMA means the Institute of Arbitrators and Mediators, Australia.

Payment Act means the *Building and Construction Industry Payments Act 2004* (QLD) or such other associated Act in force in the state in which the Site is located.

Principal means the person or entity so identified in the Head Contract.

Subcontract Works means the whole of the work described in the Annexures A and B, including all incidental or usual works which although not themselves described in Annexures A or B to be carried out and completed in accordance with the Subcontract including variations, remedial work, construction plant, temporary works.

and like words have a corresponding meaning.

2. SCOPE & STANDARD OF WORK

(a) The Subcontractor shall in consideration of the Subcontract Sum carry out the Subcontract Works:-

- i. in a proper and workmanlike manner to the reasonable satisfaction of the Builder; and
- ii. using materials which are new (unless expressly stated otherwise), of merchantable quality and fit for the purpose for which they are used; and
- iii. in accordance with all relevant Australian Standards, Best Industry Practice, the Subcontract and the provisions of the Head Contract to the full extent that the same are applicable to the Subcontract Works and are not inconsistent with the Subcontract; and
- iv. as and when directed by the Builder, including as directed in accordance with the Builder's construction programme as current from time to time (a copy of which is available for inspection by the Subcontractor).

(b) A bill of quantities ("BOQ") does not form part of this Subcontract and if one is provided it is not warranted by the Builder to be correct. The Builder may require the Subcontractor to price a BOQ and the BOQ so priced may be used, at the sole discretion of the Builder, to value variations or progress claims.

(c) The work required under the Subcontract includes the provision of all necessary materials and labour to supply, deliver, construct, install and maintain the Subcontract Works unless otherwise stated and the Subcontractor assumes towards the Builder all such obligations and responsibilities as will enable the Builder to discharge its obligations and responsibilities under the Head Contract with respect to the Subcontract Works (provided that if any provisions of the Subcontract impose more onerous obligations or responsibilities on the Subcontractor, those provisions shall prevail).

(d) Commencement of work or delivery of material to the Site constitutes an unqualified acceptance of the Subcontract by the Subcontractor.

3. SUBCONTRACTOR'S TENDER

(a) The Subcontractor's tender for the Subcontract Works (whether called a tender or a quotation or otherwise) shall only form a part of the Subcontract to the extent that it is expressly made part of the Subcontract and, even then, the Subcontract shall take precedence over the Subcontractor's tender in the case of any inconsistency or discrepancy between them and in no case shall any qualification or limitation in the Subcontractor's tender take precedence over or limit or exclude any part of the Subcontract.

(b) The Subcontractor in the preparation of its tender for the Subcontract Works is deemed to have, and it warrants that it has:-

- i. examined carefully and acquired actual knowledge of the conditions of tendering and all Subcontract documents and any information available to the Subcontractor for the purpose of tendering; and
- ii. examined all information relevant to the risks, contingencies and other circumstances having an effect on the Subcontract Works; and
- iii. examined the Site and all its physical and environmental conditions and circumstances, including subsurface and other latent site conditions, having or likely to have an effect on the Subcontract Works; and
- iv. satisfied itself as to the correctness and sufficiency of its tender for complying with all its obligations under this Subcontract and at law necessary for the due and proper performance of the Subcontract Works; and
- v. made proper allowance in its tender for all statutory, authority or inspection fees or costs, all award payments, site allowances, registered or approved industrial or other agreements that regulate terms and conditions of employment and insurance requirements payable by the Subcontractor to or in respect of its employees, agents or Subcontractors and for all labour, material and other resources and things necessary to enable it to comply with its obligations under the Subcontract; and
- vi. included in its price, although separately priced to assist the Builder in back charging a prior contractor, the cost of rectifying any defects in a prior, terminated contractor's work.

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- (c) Failure by the Subcontractor to do any of the things mentioned in Clause 3(a) shall not relieve it of any of its obligations or responsibilities under this Subcontract.
- (d) In the event that the Subcontractor is completing a prior, terminated contractor's work, the Subcontractor accepts the prior work and acknowledges that it is liable for all rectification and certification of the prior work. The Subcontractor shall not however be liable for the prior work.

4. FIRM PRICE

- (a) The Subcontract Sum is a fixed lump sum price and is not subject to adjustment except as expressly provided in the Subcontract.
- (b) Without limiting Clause 4(a), there shall be no adjustment for any:-
 - i. rise or fall in labour or material costs or other fees or charges (including those due to new or changed statutory costs, fees, charges, sales taxes, other taxes and/or overheads);
 - ii. time lost from or events caused by inclement weather or industrial action;
 - iii. error in measurements or quantities used by the Subcontractor in compiling its tender; or
 - iv. items or expenditure necessary for the completion of the Subcontract Works even though that item or expenditure may not be specifically mentioned in the Subcontract.
- (c) Notwithstanding anything else in this Subcontract, the Builder shall in no event be liable to the Subcontractor for any costs, expenses, losses or damages of any kind arising out of or associated with any delay or disruption to the Subcontract Works, including, without limitation, any Claim for loss of productivity or for consequential loss (whether direct or indirect), including, without limitation, any Claim for loss of profit, loss of contract or loss of opportunity.

5. INSURANCE & INDEMNITY

- (a) Workers Compensation – The Subcontractor shall insure against liability for death of or injury to the Subcontractor's employees including liability by statute and at common law and shall ensure that any subcontractors including their employees are similarly insured.
- (b) Public Liability – The Subcontractor shall be solely liable for and shall indemnify the Builder in respect of and shall take out a policy of insurance, noting the Builder as an insured, insuring against any Claim (excluding liability which is required by law to be insured under a workers' compensation policy of insurance) in respect of or in connection with the death of or injury to any person or any loss of or damage to any property arising out of or in any way connected with or caused by the execution of the Subcontract Works or any Works required by the Head Contract. Such insurance shall be for the amount (if any) specified in the Head Contract or if no amount is specified then for such amount as specified by the Builder.
- (c) Construction Risk – The Subcontractor shall be solely liable for and shall indemnify the Builder in respect of and shall insure against all other risks in respect of the Subcontract Works which the Builder bears and is obliged to insure under the Head Contract and, in particular, the Subcontractor shall take out a construction risk policy, noting the Builder as an insured, which shall cover any loss of, damage or injury to or in respect of (inter alia) the whole of the Subcontract Works and any variation or extensions thereto to the extent of their full value.
- (d) All insurances shall be taken out with insurers and on terms to the satisfaction of the Builder and evidence of currency of all insurances shall be provided to the Builder prior to the commencement of the Subcontract Works and at any time thereafter upon request.
- (e) Failure by the Subcontractor to provide evidence of insurance under Clause 5(d) shall be a default for the purposes of Clause 24(a).
- (f) If the Subcontractor is entitled to make a claim under any insurance policy effected by the Builder or the Principal, the Subcontractor shall be liable for any excesses in connection with the claim.
- (g) The Subcontractor shall when so instructed by the Builder proceed to rebuild and reinstate the Subcontract Works or parts thereof destroyed or damaged. If the Builder so instructs the Subcontractor to rebuild or reinstate the Subcontract Works the Subcontractor shall not be entitled to any payment for complying with such instruction or instructions other than the monies (if any) received in respect of the Subcontract Works in settlement of a claim relating to that destruction or damage under the applicable insurance policy.
- (h) The Subcontractor shall ensure against theft of or damage to the materials, plant and equipment, personal belongings etc of the Subcontractor, its employees or agents.

6. LEGISLATIVE REQUIREMENTS

- (a) The Subcontractor shall comply with the provisions of all Commonwealth, State, Territory and municipal statutes, regulations, bylaws, ordinances, orders, rules, standards and other legal requirements in force from time to time and affecting or in any way relating to the Subcontract Works or the Head Contract Works.
- (b) The Subcontractor shall at all times exercise and shall ensure that its employees, agents and subcontractors at all times exercise all necessary precautions for the safety of all persons engaged in the performance of the Subcontract Works or otherwise on Site and the public generally and comply with all statutory requirements in respect of workplace or occupational health and safety and all related Builder's policies.
- (c) The Subcontractor warrants that at all relevant times it holds all required licenses pursuant to the *Queensland Building Services Authority Act 1991*.
- (d) The Subcontractor shall be liable for and must keep the Builder indemnified against all Claims, fines, penalties, costs (including legal costs), losses or damages and liabilities whatsoever arising out of any breach of this Clause 6.
- (e) Without limiting this Clause 6, the Subcontractor shall comply with the site safety requirements set out in the Annexures.

7. WORKING HOURS

- (a) The Subcontractor shall not carry out any part of the Subcontract Works outside normal working hours without the prior written consent of the Builder or unless so directed by the Builder in writing where the Builder considers it desirable including to maintain the Builder's current construction programme as varied from time to time. Any associated overtime costs shall be borne by the Subcontractor except where the Builder expressly agrees in writing to pay such costs.
- (b) Except to the extent prohibited by legislation, the Subcontractor must avoid any conduct which might result in industrial unrest or disputation or otherwise disrupt the progress of the Head Contract Works or any other activities of the Builder.
- (c) The Subcontractor shall comply with all industrial awards, site agreements and registered or approved industrial or other agreements that regulate terms and conditions of employment applicable to the Subcontract Works.
- (d) The Subcontractor shall ensure that it complies (and that all of its sub subcontractors and suppliers comply) with all statutory obligations including those relating to superannuation and long service leave.
- (e) The Subcontractor shall be liable for and must keep the Builder indemnified against all Claims, fines, penalties, costs (including legal costs), losses or damages and liabilities whatsoever arising out of any breach of this Clause 7.

8. TIME

- (a) The Subcontractor shall commence the Subcontract Works on the Commencement Date or as otherwise notified by the Builder and shall proceed with the Subcontract Works with due diligence and without delay and at all times in accordance with the Builder's current construction programme as varied from time to time.
- (b) The Subcontractor shall ensure the Subcontract Works reach Completion by the Date for Completion.
- (c) When it becomes evident to the Subcontractor that anything, including any breach, act or omission of the Principal or the Builder, may delay the progress of the Subcontract Works, the Subcontractor shall promptly and in any event within 3 Business Days notify the Builder in writing with details of the possible delay & the cause.
- (d) If the progress of the Subcontract Works is delayed by any cause or causes beyond the reasonable control of the Subcontractor (including any breach, act or omission of the Principal or Builder but not including any breach, act or omission of the Subcontractor or any of the Subcontractor's subcontractors or suppliers) in a manner which might reasonably be expected to delay Completion of the Subcontract Works until a date later than the

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Date for Completion, the Subcontractor shall within 3 days after the commencement of the cause of the delay and only if the Subcontractor has complied strictly with clause 8(c), give notice to the Builder in writing setting out details of the delay and, if the Subcontractor wishes to claim an EOT the details of the claim, the facts on which the claim is based and the reasons why the Subcontractor claims to be entitled to an EOT.

- (e) Subject to the Subcontractor complying with clause 8, the Builder shall reasonably determine what, if any, EOT shall be granted to the Subcontractor and shall notify the Subcontractor accordingly, but if the Subcontractor has not strictly complied with clause 8, the Subcontractor shall not be entitled to any EOT.
- (f) Notwithstanding that the Subcontractor is not entitled to an EOT or has not claimed an extension under Clause 28(d), the Builder may (without being obliged to do so) at any time and for any reason it thinks fit for its own convenience, extend the time for completion of the Subcontract Works.
- (g) Notwithstanding the above, the Subcontractor shall take all necessary steps and apply all necessary resources so as to mitigate any delay to the completion of the Subcontract Works and the Builder is entitled to have due consideration of the mitigation in assessing any application for an extension of time under clause 8(d).
- (h) If, in Builder's opinion, the Subcontractor is not proceeding with the Subcontract Works in accordance with the programme or its obligations under the Subcontract, the Builder may give a notice to the Subcontractor informing it of the Builder's opinion and instructing it to improve its rate of progress so as to comply with the terms of the Subcontract. If, in the Builder's opinion, 3 days after the giving of such notice, the Subcontractor's rate of progress does not sufficiently improve, the Builder may employ labour, plant and/or purchase materials which, in the Builder's opinion, will assist completing the Subcontract Works by the Date for Completion, or in accordance with the Builder's current construction programme. Any costs incurred by the Builder pursuant to this clause shall be a debt due by the Subcontractor to the Builder.
- (i) The Subcontractor shall give the Builder at least 7 days written notice of when it considers it will reach Completion. The Builder shall within 28 days of the Subcontractor's notice either notify the Subcontractor of the reasons why Completion has not been reached, in which case the Subcontractor shall promptly attend to the same and this clause shall reapply, or issue a certificate of completion which evidences the Completion Date.
- (j) The Builder may at any time on 48 hours written notice direct the Subcontractor to accelerate performance of the Subcontract Works so as to reach Completion earlier than the Date for Completion and revise the current Date for Completion. If the Subcontractor can not reasonably comply the Subcontractor shall give the Builder written notice of the reasons within 24 hours. If the Subcontractor does not give notice it will be deemed to have accepted the direction and will have no entitlement to any Claim in respect of the direction other than for the extra resources necessary not due to any defect, act or omission by Subcontractor.

9. SETOUT

- (a) The Subcontractor shall be responsible for all levels and dimensions set out by its employees, agents or subcontractors whether from setout points, recovery marks and datum levels as established by the Builder or otherwise.
- (b) All items of work not complying with the setout and tolerances of the Subcontract shall be removed and replaced by the Subcontractor at its expense and to the satisfaction of the Builder.

10. PRIOR WORK ACCEPTED

- (a) The Subcontractor shall not proceed with the Subcontract Works over previous work if in the Subcontractor's opinion the previous work is unsatisfactory or unsuitable unless the Builder has issued a written instruction expressly overriding such objection and accepting responsibility for such previous work.
- (b) Commencement of the Subcontract Works shall be evidence that the Subcontractor accepts the previous work and requires no additional payment and that the Subcontractor shall be liable for any resultant defects.

11. SITE INSTRUCTIONS

- (a) The Builder may issue instructions to the Subcontractor in respect of any work or thing under the Subcontract including, but not limited to the nature, quality, character or extent of the Subcontract Works and or the timing, manner, resourcing or any other aspect of the Subcontract Works and the Subcontractor shall comply with such instructions. If the Subcontractor fails to comply with the instruction within the time therein specified or within 3 days if no time is specified, the Builder may carry out the instruction and all costs and expenses incurred by the Builder shall be a debt due by the Subcontractor to the Builder.
- (b) If the Subcontractor receives from the Builder an instruction which it considers constitutes a variation the Subcontractor must give a written notice to the Builder within 7 days of the deliver of the instruction setting out details of the legal basis of the claim, the detailed facts asserted in support of the claim and particulars of the amount of the claim and its calculation. If the Subcontractor fails to give notice within the time, the instruction will be deemed not to be a variation to the Subcontract and the Subcontractor shall be deemed to release any associated Claim.
- (c) The Subcontractor shall employ on site a competent English speaking foreman and instructions or notices given and requests made to such foreman either orally or in writing by the Builder shall be deemed to have been given or made to the Subcontractor.
- (d) The Subcontractor (or its foreman) shall attend meetings as requested by the Builder.

12. VARIATIONS

- (a) The Builder may instruct the Subcontractor at any time before the end of the Defects Liability Period to amend, increase, omit or change the nature, quality, character or extent of the Subcontract Works or to execute additional work and no such direction shall vitiate the Subcontract. Without limiting the power to direct variations the Builder may instruct such variations as may be necessary to give effect to any variation directed under the Head Contract and the power to omit work includes the power to omit work so that it may be done by the Builder or by other subcontractors to the Builder. The Subcontractor shall not vary the Subcontract Works except as instructed in writing by the Builder.
- (b) Within 7 days of receiving a variation direction under Clause 12(a), the Subcontractor shall provide to the Builder a detailed quotation for the variation work supported by measurements or other evidence of cost.
- (c) The Builder may accept the Subcontractor's quotation or otherwise the Builder shall value the variation in accordance with any priced BOQ or the value shall be a reasonable amount as determined by the Builder (but subject to Clause 12(e)).
- (d) Variations shall be completed in accordance with the Builder's construction programme current from time to time so as not to delay completion of the Subcontract Works, notwithstanding that the value of a variation may not be agreed.
- (e) Where a Subcontract variation results from or forms part of a variation under the Head Contract, the value of the Subcontract variation shall be no greater than the value of the Head Contract variation, less a reasonable deduction (or addition in the case of a negative valuation) for the Builder's overheads.
- (f) Variation work shall not be included in a claim for payment under Clause 13 unless the value of the variation has been agreed or determined under Clause 12(c). Except where 13(j) applies, in the case of Subcontract variations to which Clause 12(e) applies, payment shall not be made until it has been certified for payment by the Builder under the Head Contract, providing the claim is submitted by the date noted in the Schedule.
- (g) The Builder may require information from the Subcontractor and this must be provided in the form required by the Builder by 5pm on the next Business Day.

13. CLAIMS & PAYMENTS

- (a) Unless otherwise stated herein Progress Claims shall be paid within 45 days from the end of the month in which a valid and complete Progress Claim is made or within 14 days of certification by the Builder that such amount is payable whichever occurs later. Claims for progress payments shall be calculated in consultation with the Builder having regard to the contract value of work then carried out up until the date for submission of Progress Claims. Variations which have been agreed or determined by the Builder under Clause 12(c) may be included in the Subcontractor's Progress Claim to the extent that they have been completed.

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- (b) Subject to the provisions of the Subcontract; and the Subcontractor is entitled to make claims for payment for work completed on site ("Progress Claim"), supported by evidence of the amount due to the Subcontractor together with a completed and signed Subcontractor Declaration in the form contained at Annexure C:
 - A. on the day specified in the Schedule or at such other periods as agreed in writing; and
 - B. a claim within 7 days of the expiry of the Defects Liability Period (the "Final Payment Claim")
- (c) An early Progress Claim shall be deemed to have been received on the date specified in the Schedule. A late Progress Claim will be treated as being submitted on the day specified in the Schedule of the following calendar month.
- (d) Within 10 Business Days of receipt of a Progress Claim, the Builder shall issue to the Subcontractor a payment schedule stating the amount of the payment which in the opinion of the Builder and having regard to Clause 13(g) is to be made by the Builder to the Subcontractor and, subject to clause 27, that shall be the amount payable by the Builder in accordance with clause 13(a).
- (e) The Subcontractor shall include in its Final Payment Claim all moneys which the Subcontractor considers to be due from the Builder under or arising out of the Subcontract, any alleged breach of the Subcontract, in tort, under any statute, for payment or compensation on the basis of restitution, or for payment or compensation on any other legal or equitable basis. Any claim which is not included in the Final Payment Claim shall be barred. If the Subcontractor fails to submit a Final Payment Claim in accordance with clause 13(b)B it will be deemed to have submitted a Final Payment Claim of \$Nil value at 5:00pm on the 7th day after the expiry of the Defects Liability Period and will be deemed to have released the Builder from any further Claims with the exception of the release of any retention monies in accordance with clause 13(g).
- (f) The Builder shall not be obliged to pay for materials, plant or equipment which have not been delivered to the Site and incorporated into the Subcontract Works but if the Builder in its sole discretion is prepared to pay for such materials, plant or equipment, as a condition of such payment:-
 - i. then the Builder may require the Subcontractor to warrant that it has paid for the materials, plant or equipment and that upon being paid by the Builder, property in the materials, plant or equipment will vest in the Builder free of any encumbrance;
 - ii. the materials, plant or equipment shall be held by the Subcontractor at its risk on behalf of the Builder and shall be properly stored, specially labeled as the property of the Builder and adequately protected;
 - iii. the Subcontractor shall provide evidence of currency of insurance cover for the materials, plant or equipment, naming the Principal and the Builder as the insured and covering their interests in the materials, plant or equipment; and
 - iv. the Builder may require the Subcontractor to provide an unconditional bank guarantee for the value of the payment which shall be held by the Builder until 21 days after the materials, plant or equipment is delivered to the Site.
- (g) As security for the performance of the Subcontractor's obligations under the Subcontract the Builder shall withhold as retention 10% of each progress claim until the amount so withheld equals 5% of the Subcontract Sum. Upon the issue of the certificate of practical completion under the Head Contract the amount retained shall be to 2.5% of the Subcontract Sum and held by the Builder until the issue of the final certificate under the Head Contract. The Builder shall not hold the retention monies as trustee and shall own any interest earned on the retention monies.
- (h) The Builder may at any time on 2 Business Days' written notice have recourse to any retention held and apply the same to the making good of any defect in the Works or to pay a debt from the Subcontractor to the Builder which remains outstanding.
- (i) Without limiting the Builder's other rights, the Builder shall not be obliged to make a progress payment or the final payment to the Subcontractor if the Subcontractor has failed to:-
 - i. submit a priced BOQ if one was required under Clause 2(b);
 - ii. sign and return all copies of the Subcontract;
 - iii. submit proof of all required insurances;
 - iv. submit a Subcontractor Declaration in the form contained at Annexure C;
 - v. if and as requested, submit as-built drawings, manuals and certificates; and
 - vi. (in the case of the final payment only) deliver to the Builder an executed Certificate of Release in the form contained at Annexure D.
- (j) Neither any evaluation by the Builder nor the issue of a payment schedule by the Builder or any payment in respect of a purported Progress Claim by the Subcontractor shall constitute a waiver of the requirements of this Clause 13 in relation to any subsequent claim for payment.
- (k) Payments made by the Builder to the Subcontractor pursuant to this Subcontract may be made using electronic funds transfer or any other payment method. The method chosen will be at the sole discretion of the Builder. Upon request, the Subcontractor shall provide the Builder with all necessary information required to enable payment.

14. PLANT & SCAFFOLD

- (a) Unless otherwise stated in the Subcontract, the Subcontractor shall provide all plant and equipment and provide and erect all scaffolding necessary to properly carry out and complete the Subcontract Works.
- (b) The Subcontractor may use the Builder's scaffolding only with the express written permission of the Builder and on the condition that the Subcontractor shall be fully responsible for ensuring that the same complies with any scaffolding regulations and for ensuring the safety of all persons using the same. The Subcontractor shall indemnify the Builder against any liability, loss, damage, expense or Claim which the Builder may suffer or incur or any Claim which may be made against the Builder as a result of non-compliance by the Subcontractor with this clause.
- (c) The Subcontractor shall be responsible for the cost of making good any damage to or loss of the Builder's scaffolding, plant, machinery, tools and equipment caused by the Subcontractor, its employees, agents or subcontractors and such costs shall be a debt due by the Subcontractor to the Builder.
- (d) The Subcontractor shall supply its own site office, and storage sheds to a standard acceptable to the Builder. The Builder shall supply an ablution block for the Subcontractor's workmen unless otherwise agreed.

15. CRANEAGE & HOISTING

- (a) The Subcontractor is responsible for all craneage, handling and vertical and horizontal movement of its equipment and materials onto and around the site including the co-ordination of all deliveries.
- (b) Where the Builder has expressly agreed to supply hoisting a minimum of 48 hours of notice is to be given by the Subcontractor.
- (c) Where the Builder agrees to the Subcontractor's use of its on site goods / materials transport system including, but not limited to, its hoist, lift or crane the Subcontractor acknowledges that the transport system may not remain on site for the duration of the Head Contract Works. The Subcontractor is responsible for communicating to the Builder up to date delivery times and the Builder is entitled to claim from the Subcontractor as a debt due any additional costs or expenses it incurs as a result of the Subcontractor's requirement for use of that transport system later than the time when the Builder would otherwise have provided that transport system on the Site.

16. POWER: The Builder will provide at its cost 240 volt power only. The Subcontractor shall provide for the installation, maintenance and removal of any additional requirements and pay all related charges. The Subcontractor shall supply any leads and lamps required for the execution of the Subcontract Works.

17. CLEAN SITE: The Subcontractor shall keep the site clean and tidy & shall regularly remove to a place nominated by the Builder all rubbish & surplus material. If the Subcontractor does not do so, the Builder may arrange the cleaning and/or the removal and all costs and expenses so incurred by the Builder shall be a debt due by the Subcontractor to the Builder.

18. MAKING GOOD

- (a) The Subcontractor shall take all necessary steps, including the provision of temporary covers, to prevent damage to adjacent works. Should any damage be caused by the Subcontractor, its employees, agents or subcontractors, the Subcontractor shall make good the same immediately upon

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request from the Builder. The Builder may make good the same at the cost of the Subcontractor and such cost shall be a debt due by the Subcontractor to the Builder.

- (b) If any test undertaken shows that any part of the Subcontract Works is not in accordance with the Subcontract, the Subcontractor shall be responsible for the cost of the test and of making good the Subcontract Work and any other works opened up for the purpose of the test.

19. CO-ORDINATION: The Subcontractor shall attend all co-ordination meetings as requested by the Builder and shall supply all necessary time and resources to co-ordinate the Subcontract Works with the Builder and all other subcontractors. The Subcontractor shall not be entitled to recover any additional payment resulting from any failure to so co-ordinate or the consequences of any such co-ordination.

20. LABOUR, SUBCONTRACTING & ASSIGNMENT

- (a) The Builder reserves the right to inspect at any time on reasonable notice, the payroll records of the Subcontractor in respect of compliance with applicable industrial awards, site arrangements and registered or approved industrial or enterprise agreements.
- (b) The Builder reserves the right to approve all labour employed by the Subcontractor in connection with the Subcontract Works and the right to require removal from site of any person who the Builder believes is not performing in a diligent, competent, safe and tradesman like manner.
- (c) The Subcontractor is deemed to have made all allowances for a six day working week.
- (d) The Subcontractor shall not subcontract any of the Subcontract Works or assign the Subcontract or any right, benefit or interest there under without the prior written approval of the Builder. The Builder may impose conditions on any consent. No approval by the Builder under this clause shall relieve the Subcontractor of any of its obligations or liabilities under the Subcontract and the Subcontractor shall be liable for the acts, defaults and omissions of its subcontractors as if they were the acts, defaults or omissions of the Subcontractor.
- (e) The Builder may enter into a tripartite agreement with the Principal and the Principal's financier and the Subcontractor agrees at the request of the Builder to:
- execute any Deeds in favour of such financier and/or the Principal in accordance with such tripartite agreement; and
 - do or cause to be done anything reasonably required by the Builder, the Principal or the Principal's financier in respect of such tripartite agreement or to facilitate compliance by the Builder with its terms.
- (f) The Subcontractor must seek consent prior to bringing on to the Site any materials, plant or equipment and must notify the Builder in writing of any such materials, plant or equipment not owned without encumbrance by the Subcontractor.

21. MAINTENANCE MANUALS & GUARANTEES

- (a) The Subcontractor must supply to the Builder four copies of all relevant and required drawings, together with soft copy as-built drawings in the format required by the Builder, maintenance manuals, guarantees and warranties as well as the originals of those guarantees and warranties and any other certificates or documents required by the Subcontract or required for the use of the Subcontract Works.
- (b) Notwithstanding any other provision of the Subcontract, no retention monies will be released nor any payment made if proper and adequate documentation as required by Clause 21(a) has not been supplied to and approved by the Builder.
- (c) As-built drawings shall reflect the Subcontract Works as actually constructed and shall be completely and legibly dimensioned to locate and identify all concealed services above and below ground in the format required by the Builder.
- (d) All warranties and guarantees provided by the Subcontractor shall be in favour of the Principal, endorsed as such and shall be for the period and in the form (if any) specified in the Head Contract or instructed by the Builder.

22. DEFECTS

- (a) The Subcontractor shall, at its own expense, make good any defect which appears in the Subcontract Works within the Defects Liability Period.
- (b) If any such defects are not made good within 7 days of a request by the Builder the Builder may, itself or by others, remedy the defect and the cost of doing so shall be a debt due by the Subcontractor to the Builder.

23. SUSPENSION

- (a) The Builder may, at any time, for its convenience suspend the whole or any part of the Subcontract Works by giving written notice to the Subcontractor and the Subcontractor must not otherwise suspend the Subcontract Works except as permitted at law.
- (b) The Subcontractor will not be entitled to any payment or EOT in relation to a suspension of the Subcontract Works.

24. TERMINATION

- (a) Upon or any time after the happening of any of the following events:-
- default by the Subcontractor in the performance or observance of any of the provisions of the Subcontract; or
 - the Builder forming the opinion that it is unlikely, having regard to the Subcontractor's rate of progress and resources, that the Subcontractor will substantially complete the Subcontract Works by the Date for Completion; or
 - the Subcontractor, without reasonable cause, suspending the whole or any part of the Subcontract Works and/or indicating its intention to do so; or
 - the Subcontractor assigning or subcontracting or attempting to assign or subcontract all or any part of the Subcontract Works without the prior written consent of the Builder; or
 - the Subcontractor, if an individual, has a bankruptcy petition presented against him, or commits an act of bankruptcy, or makes a proposal for a scheme of arrangement or a composition, or has a deed of assignment or deed of arrangement made, or accepts a composition, or is required to present a debtor's petition, or has a sequestration order made under Part X of the Bankruptcy Act 1966 (Cth), or enters into a personal insolvency agreement, or calls a meeting for the consideration of a personal insolvency agreement as defined by the Bankruptcy Act 1966 (Cth) or dies; or
 - the Subcontractor, if a corporation, has a controller or administrator or liquidator appointed or enters into a deed of company arrangement with its creditors or has a receiver or receiver and manager appointed to any of its property or has a mortgagee take possession of any of its property or has a winding up order made against it;
- then the Builder may by notice in writing and without prejudice to any other right it may have:-
- terminate this Subcontract; or
 - take the whole or any part of the Subcontract Works out of the control of the Subcontractor and engage another party to complete same with the costs associated with such engagement being a debt due by the Subcontractor to the Builder; or
 - apply additional resources and equipment, whether direct employees or otherwise, to assist the Subcontractor in the completion of work with the cost of such additional resources and equipment being a debt due by the Subcontractor to the Builder.
- (b) The provision of additional resources or equipment by the Builder shall not relieve the Subcontractor of any obligation or liability under the Subcontract.
- (c) If the Builder terminates the Subcontract under Clause 24(a), the rights and liabilities of the parties shall be the same as they would be if the Subcontractor had repudiated the Subcontract and the Builder had elected to treat the Subcontract as at an end and recover damages.
- (d) Without prejudice to any of the Builder's other rights or entitlements or powers under this Subcontract, the Builder may in its absolute discretion or for its sole convenience or if the Head Contract is terminated, by written notice to the Subcontractor terminate the Subcontract, in which case:-
- the Subcontractor shall be entitled to payment of the Subcontract value of work completed in accordance with the Subcontract to the date of termination (less amounts previously paid to the Subcontractor in respect thereof); and

- ii. the amount to which the Subcontractor is entitled under Clause 24(d)(i) shall be full compensation for the termination and the Subcontractor shall have no right to make any Claim (including, without limitation, any claim for loss of profit or other damages) in respect of such termination other than for the amount payable under Clause 24(d)(i) time of payment.

The parties agree that any purported termination in accordance with clause 24(a) which is held to be invalid shall be deemed a termination in accordance with this clause 24(d).

- (e) Upon termination of the Subcontract the Subcontractor shall deliver to the Builder certification of all works completed to the date of termination, such certification to be provided by the licence holder. The licence holder shall be personally liable for any failure to provide the certification required by this clause. This clause shall survive termination of this Subcontract.
- (f) Upon termination of the Subcontract, the Sub contractor;
 - i acknowledges and consents to its materials, plant and equipment remaining on the Site at its cost until the orderly completion of the Subcontract Works and the Builder is able to strip, stack and load the same at standard market hourly rates to the Subcontractor; and
 - ii will as directed by the Builder novate or assign to the Builder any contracts of hire or supply necessary for the Subcontract Works.

25. NOTICES

- (a) Unless this Subcontract expressly states otherwise, the Builder shall not be liable upon any Claim by the Subcontractor arising out of or in connection with the Subcontract, any alleged breach of the Subcontract, in tort, under any statute, for payment or compensation on the basis of restitution, or for payment or compensation on any other legal or equitable basis unless within 7 days of the first day on which the Subcontractor could reasonably have been aware of the commencement of the events or circumstances on which the claim is based, the Subcontractor has given notice to the Builder in writing including to the extent practicable particulars of the events or circumstances on which the claim is or will be based, the provision of the Subcontract or other basis for the claim or proposed claim, and the quantum or likely quantum of the claim. Nothing in this Clause 25(a) limits the operation or effects of any other notice provision, time-bar provision, condition precedent or limitation or exclusion clause in the Subcontract.
- (b) Any notice to the Subcontractor shall be sufficiently served by handing the same to the Subcontractor, its employee or agent or by posting if by pre-paid mail to or leaving it at the Subcontractor's address shown herein or by facsimile to the Subcontractor's facsimile number shown herein and shall be deemed to have been received by the Subcontractor on the date the notice was handed to it, 2 working days after posting, on the date left at the address or on the date of transmission by facsimile (according to the method of service).
- (c) Any notice to the Builder must be given by hand delivery, pre-paid mail or facsimile to the Builder's registered office address contained herein. Notices served by email or delivered to the Site will not be accepted and will be invalid.

26. DOCUMENTS

- (a) If the Subcontractor finds any ambiguity, discrepancy or inconsistency between any Subcontract documents, it must immediately give written notice thereof to the Builder.
- (b) The Builder shall notify the Subcontractor of the interpretation to be followed and any necessary correction will not vitiate this Subcontract.
- (c) The Subcontractor shall not be entitled to any additional payment or EOT as a result of any such ambiguity, discrepancy or inconsistency or any notification by the Builder under Clause 26(b) unless the Builder is entitled to such amount under the Head Contract. The Subcontractor shall be bound by any determinations under the Head Contract with regard to such matters.
- (d) The Subcontractor shall supply to the Builder four copies of the shop drawings or such other number as is requested.
- (e) Perusal, comment upon or return of shop drawings or other information submitted by the Subcontractor does not constitute acceptance or approval by the Builder. Perusal, comment upon, return, acceptance or approval of shop drawings or other information shall not relieve the Subcontractor of any of its obligations or liabilities, including responsibility for the correctness of shop drawings or other information, submitted by the Subcontractor.

27. DEDUCTIONS BY BUILDER

- (a) Any reference to any cost, expense or loss recoverable by the Builder from the Subcontractor under the Subcontract shall be deemed a debt due and payable by the Subcontractor to the Builder.
- (b) The Builder may set off against and deduct from any monies due to the Subcontractor, any debt, costs, damages, loss or expense due to or recoverable by the Builder from the Subcontractor and any Claim which the Builder may have against the Subcontractor whether or not the debt, costs, damages, loss, expense or Claim arises by way of contract, tort, damages, debt, restitution or otherwise and whether or not the factual basis giving rise thereto arises out of this Subcontract, any other contract or is independent of any contract. If no monies are due to the Subcontractor or if the monies due to the Subcontractor are insufficient to discharge the debt, costs, damages, loss, expense or Claim, the Builder may have recourse to retention moneys or any security provided by the Subcontractor.
- (c) Nothing in Clause 26(b) shall affect the right of the Builder to recover from the Subcontractor the whole of the debt, costs, damages, loss, expense or Claim or any balance that remains owing. This clause 27 shall survive the termination of the Subcontract.

28. DAMAGES

- (a) If the Subcontractor fails to complete the Subcontract Works by the Date for Completion, the Subcontractor shall be indebted to the Builder for:
 - i. liquidated damages at the rate stated in the Schedule for every day after the Date for Completion to and including the Completion Date or the date the Subcontract is terminated under Clause 24, whichever first occurs; and
 - ii. if that failure by the Subcontractor causes the Builder to be in breach of the Head Contract – any damages (whether liquidated or otherwise) for which the Builder thereby becomes liable to pay the Principal; and
 - iii. if that failure by the Subcontractor causes the Builder to be in breach of any subcontracts with other subcontractors or suppliers or to have to pay any extra costs to those other subcontractors or suppliers – any damages (whether liquidated or otherwise) or extra costs for which the Builder thereby becomes liable to pay the other subcontractors or suppliers.
- (b) The Subcontractor's indebtedness under Clauses 28(a)(ii) and 28(a)(iii) is not included in the liquidated damages applicable to Clause 28(a)(i).

29. DISPUTES

- (a) Notwithstanding the existence of a dispute, the Subcontractor shall continue to perform its obligations under the Subcontract and comply with all directions of the Builder.
- (b) A party claiming that a dispute has arisen under this Subcontract shall within 7 days of the dispute arising, give written notice to the other party providing particulars of the dispute and nominating a person with authority to settle the dispute and the other party shall promptly give notice in writing to the first party of its representative with authority to settle the dispute.
- (c) The authorised persons shall within 14 days of the giving of the notice of the dispute, confer at least once and in good faith and without prejudice, seek to resolve the dispute.
- (d) If the dispute is not resolved within 28 days of the giving of the notice of dispute, either party may within a further 7 days by giving written notice to the other refer the dispute to expert determination.
- (e) Expert determination is to be conducted by a suitably qualified, independent expert agreed by the parties or, failing agreement within 7 days, by an expert appointed by the IAMA. The expert shall act as expert and not arbitrator and shall decide who is to pay his costs. The expert shall request written submissions from each party and is entitled at his sole discretion to call a conference of the parties or conduct such further investigations considered necessary. Each party shall bear their own costs of submissions to the expert. The determination of the expert must be in writing, delivered within 20 Business Days of appointment, will be substituted for the relevant direction of the Builder and will be final and binding unless the dispute is referred to litigation by the Builder.

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- (f) Nothing herein shall prejudice the right of either party to seek injunctive or urgent declaratory relief in respect of any matter arising under the Subcontract.

30. GOODS AND SERVICES TAX

- (a) Where any supply occurs under or in connection with the Subcontract or the Subcontract Works (other than any supply under this clause) for which GST is not otherwise provided, the party making the supply ("Supplier") shall, if registered for GST under the GST legislation, be entitled to increase the amount payable for the supply by the amount of any applicable GST.
- (b) Where the amount payable to the Supplier for a supply under or in connection with the Subcontract or the Subcontract Works is based on the actual or reasonable costs incurred by the Supplier, the amount which the Supplier is entitled to be paid in respect of that supply will be limited to the actual or reasonable costs incurred by the Supplier less any input tax credits available in respect of such costs.
- (c) A party will not be obliged to pay any amount in respect of GST to the other party unless and until a tax invoice that complies with the GST Legislation has been issued in respect of that GST. Each party agrees to do all things, including providing invoices or other documentation that may be necessary or desirable to:-
- ii. enable or assist the other party to claim input tax credits to the maximum extent possible; or
 - iii. itself claim all input tax credits that might be available to it in order to reduce the amount recoverable from the other party under the Subcontract.
- (d) In this clause:-
- i. "GST" means the tax payable on Taxable Supplies under the GST Legislation;
 - ii. "GST Legislation" means *A New Tax System (Goods and Services Tax) Act 1999* and any related Act imposing such tax or legislation that is enacted to validate, recapture or recoup such tax; and
 - iii. terms defined in GST Legislation have the meaning given to them in GST Legislation.
- (e) A Subcontractor who collects GST notwithstanding not being registered for GST under the GST legislation shall be liable to repay the GST collected to the Builder and the amount of the GST collected shall be a debt due and owing to the Builder.

31. PAYMENT ACT

- (a) The parties agree that the Subcontractor must deliver to the Builder's registered office within 2 Business Days a copy of any written communication it receives or serves in relation to the Payment Act. The Builder is entitled at its absolute discretion but not obliged to make any payment directly to the Subcontractor's subcontractors which becomes due under the Payment Act or otherwise and the amount paid directly to the Subcontractor's subcontractor shall be a debt due and payable by the Subcontractor to the Builder and the Builder shall be entitled to deduct, set-off or recover the debt from any amount otherwise owing to the Subcontractor.
- (b) The parties agree that if the Subcontractor suspends the whole or any part of the Subcontract Works pursuant to the Payment Act or any other Act then, to the extent permitted by law, the Subcontractor shall not be entitled to an EOT in respect of any delay resulting from such suspension and the Builder shall not be liable for any cost, loss, expense or damage suffered or incurred by the Subcontractor as a result of such suspension and the Builder may direct the Subcontractor to omit the whole or any part of the suspended work and thereafter undertake such work itself or engage others to carry out the omitted work and the Builder shall make the payments for which it is liable under the Payment Act in respect of such omission.

32. CONFIDENTIALITY

- (a) The Subcontractor acknowledges that by entering into this Subcontract certain Confidential Information is revealed to it including the information about the Works and the Builder. The Subcontractor shall only use the Confidential Information in connection with this Subcontract and not for any other purpose and shall ensure such Confidential Information is kept confidential and not disclosed to anyone else unless required by law. Within 7 days of a written request by the Builder the Subcontractor shall return all copies of any written Confidential Information.
- (b) The Subcontractor will not for a period of one (1) year from the Date of Completion either by itself or by its servants, agents or associated companies directly or indirectly by any means whatsoever solicit, procure or enter into an agreement to supply services to the Principal or any of the Principal's associated entities without the prior written consent of the Builder.
- (c) The Subcontractor shall not either by itself or by its servants, agents or associated companies communicate by any means, directly or indirectly, with the Principal or any of the Builder's consultants other than through the Builder in connection with the Subcontract Works.

33. GENERAL

- (a) The law governing the Subcontract and its interpretation is the law of the State or Territory stated in the Schedule, or if none is stated, the law of the State or Territory where the Site is located.
- (b) The Subcontract constitutes the entire agreement between the parties with regard to the Subcontract Works and supersedes all prior or contemporaneous, oral or written contracts, agreements or understandings of the parties relating to the Subcontract Works. The Subcontractor acknowledges that in entering into the Subcontract, it has not relied upon any representation or undertaking given by or on behalf of the Builder which is not expressly set out in the Subcontract.
- (c) Any provision in this Subcontract which is illegal, void or unenforceable will be ineffective to the extent only of such illegality, voidness or unenforceability and such illegality, voidness or unenforceability will not invalidate any other provision of the Contract.
- (d) The Subcontractor shall establish and maintain a documented quality system, including an ITP or similar, in respect of the Subcontract Works in accordance with the standard nominated in the Schedule or if no standard is nominated then in accordance with AS9001. The Subcontractor shall provide the Builder or other person nominated by the Builder with reasonable access to all premises, personnel and documents necessary to permit auditing of the Subcontractor's quality system.
- (e) Notwithstanding anything to the contrary in any tender, quotation, delivery docket, consignment note, invoice or other document of the Subcontractor, property in any material, goods and other items delivered to the site by or on behalf of the Subcontractor for the purpose of being incorporated into or affixed to the Subcontract Works or the Head Contract Works, shall become the property of the Builder, free of any encumbrance, upon delivery of the material, goods or item to the site or at such earlier date as may be specified in the Subcontract. The risk in the materials, goods and other items shall remain with the Subcontractor until Final Completion.
- (f) If the time for doing any act or thing under the Subcontract is a Sunday, statutory or public holiday the time shall be deemed to be the next day which is not a Sunday, statutory or public holiday.
- (g) Headings are for convenience only and do not form a part nor be used in the interpretation of this Subcontract.
- (h) The Builder may, by notice in writing at any time to the Subcontractor, prescribe the form in which any claim or notice by the Subcontractor is to be submitted or any other administrative process or procedure is to be followed by the Subcontractor.
- (i) The Subcontractor requests the Builder for the purposes of communicating with it to use emails for the purpose of any notice or advice in relation to this Subcontract and an email sent to the Subcontractor's email shall be proper service on receipt.

SCOPE OF WORKS, PROJECT DOCUMENTS, PLANS & SPECIFICATIONS

This annexure details the scope and extent of works and the project documents which form part of the Subcontract Agreement.

Summary of work to be performed

The supply of all materials, labour, plant, equipment, access, supervision necessary, for the complete supply, installation and certification of _____ strictly in accordance with the documentation, described below, the BCA, Australian standards, Authority requirements, Principal's project requirements, Education Queensland requirements:

Specification

- Refer attached documentation Schedule dated _____ consisting of ___ pages.

Plans

- Refer attached documentation Schedule dated _____ consisting of ___ pages.

Bill of quantities

- N/A

Miscellaneous

- Integral Construction trade specific scope of work dated _____ consisting of ___ pages.
- Integral Construction program dated _____ (amended from time to time by the Project Manager)
-

Order of Precedence

The several documents which constitute or evidence the Subcontract shall be taken as mutually explanatory, and anything contained in one but not in another, shall be equally binding as if contained in all. Notwithstanding anything to the contrary contained elsewhere in this Subcontract, the following order of precedence shall apply to resolve any ambiguity or conflict:

- Letter of Acceptance or Award (if any)
- Conditions of Tendering (if any)
- Subcontract Annexure B – Site specific and trade conditions of Subcontract
- Subcontract Annexure A - Scope of works, project documents, plans & specifications
- Pre-award Meeting Minutes (if any)
- Subcontract Annexure C to (?)
- Project Technical Specification as outlined within this annexure
- Bill of Quantities / Schedule of Rates as outlined within this annexure (if any)
- Standard conditions of contract
- Any other documents as sequentially outlined within this annexure
- Larger scale drawings shall take precedence over smaller scale drawings
- Figured dimensions shall take precedence over scaled dimensions

SITE SPECIFIC AND TRADE CONDITIONS OF CONTRACT

This annexure details Project Specific Conditions of Subcontract relating to the contract works.

The Subcontractor's scope of works includes provision for the items outlined within this document. These items should be read in conjunction with the project documents, including but not limited to the specifications and drawings, as referenced in the subcontract agreement.

1. General inclusions

- Liaison and assistance with the Builder in relation to the co-ordination of works with other trade contractors and suppliers
- The Subcontractor shall have deemed to have visited the site and made itself aware of all site constraints, such as access, movement around site etc
- Payment of all general fees and charges required to enable the works to be completed
- Attendance of site project co-ordination, site safety meetings and the like
- Provision of samples for approval by the Builder of materials, plant, equipment and construction methods
- Provision of all transport, handling and delivery costs
- Provision of all necessary plant and equipment for the horizontal and vertical transportation of materials, plant and equipment throughout the building areas and around the site
- Provision of all task specific lighting and power requirements
- Provision of all necessary lock-up and storage facilities on site
- Confirmation that the project documents outlined in the subcontract agreement are sufficient for pricing the trade works. The Subcontractor acknowledges that no claim will be accepted in relation to not being given the opportunity to view appropriate documentation.
- Compliance with the project safety, environment and quality assurance (QA) requirements as outlined with then subcontract documentation.
- Compliance with all current editions of relevant Australian Standards, Building Code of Australia, Local Authority requirements

- The project site area is located in a very busy location with surrounding areas populated by students, parents and staff at various stages throughout each school day. The Subcontractor is to ensure the following procedures for all deliveries and pick-ups of materials, plant, equipment and the like, are strictly adhered to:
 1. Compliance with the site Traffic Management Plan (copy available on site at all times)
 2. No deliveries and/or pick-ups are to be made between the hours of 8:00am and 9:00am, and 2:30pm and 3:30pm Monday to Friday (or school days).
 3. All drivers (including for deliveries) must undertake an onsite induction as well as be inspected and approved by an Integral Construction representative prior to unloading or operating on the site in any way whatsoever.
 4. No reversing of vehicles is permitted in or around the site without a spotter being in place at the rear of the vehicle at all times.
 5. All deliveries and/or pick-ups are to be scheduled and/or agreed with the Site Manager (details contained elsewhere) a minimum of 48 hours prior to the proposed delivery or pick-up time.

- The Subcontractor is to ensure that all workers, employees, contractors and the like associated with their particular works are aware that the following items are strictly prohibited at all times:
 1. Contact with students and/or staff
 2. Inappropriate and/or unsocial behaviour towards students and staff
 3. Use of foul or abusive language, obscene gestures, wolf whistles, offensive gestures and/or comments
 4. Consumption of alcohol, drugs and/or cigarettes
 5. Operation and/or use of radios, CD players and the like
 6. Pets, dogs and other animalsNo warnings are to be provided. Failure to comply with the above requirements will result in the worker being permanently removed from site.

2. Construction program

- Sequencing and completion of trade works in accordance with the construction program, as referenced in the subcontract agreement, which includes for working weeks consisting of six days
- Sequencing and completion of trade works in various areas concurrently, as necessary to maintain the rate of progress required by the construction program.
- Work outside of normal working hours, including all associated costs, as necessary to maintain the rate of progress required by the construction program.
- The term 'completion of the trade works' includes for the finalisation of all trade specific works outlined in the subcontract agreement, including all necessary testing, commissioning, defect rectification and Form 16 certification, to enable trade succession or practical completion, what ever the case maybe.

3. Scaffold, access, working platforms and barricades

- The Builder will provide, in part only, a scaffold to the external façade of the building. This scaffolding, the extent of which should be checked with the Builder, is to be used by all trades and will only be provided in accordance with the durations outlined on the construction program.
- Unless noted otherwise in the subcontract agreement, the Subcontractor is to provide all other necessary plant, equipment, mobile and internal scaffolding, boom and scissor lifts, platforms, barricades, safety harnesses and the like, as required in order to complete the trade works in accordance with the relevant standards, codes, regulations and Workplace Health & Safety requirements, as well as the construction program.
- The Subcontractor is responsible for ensuring any scaffolding provided by the Builder is kept clear of obstructions and in a clean state at all times.
- All workers working at a height of 2m or greater with a harness, must have completed 'works at heights' training.

4. Progressive and final cleaning

- The Builder will provide rubbish skips for the removal of rubbish from site.
- The Subcontractor is responsible for ensuring all trade related rubbish and waste matter is deposited within the rubbish skips on a daily basis. The Subcontractor acknowledges that should this requirement not be adhered to, and in the interest of maintaining a clean and safe working environment for all workers, the Builder will engage additional labour to perform these clean-up works. The costs associated with engaging such additional labour will be deducted from the Subcontractor's contract sum.
- The Subcontractor is responsible for carrying out a final clean on the completion of their trade works
- The Subcontractor is responsible for installing all necessary protective coatings, immediately on completion of their works, and removing prior to practical completion or as directed by the Builder.

5. Storage on Site

- Store materials and equipment on site so as to prevent damage to the site and minimize hazards to persons, materials and equipment. Keep storage areas neat and tidy.
- Do not use roads, driveways, paths, hard standings and the like forming part of the works or School grounds for access or storage unless prior written approval has been given by the Builder.
- No hazardous substances are permitted to be stored onsite outside of working hours. Hazardous substances must be removed from site on a daily basis.

6. Explosive Fixing Devices

- The use of explosive fixing devices will be subject to the Builder's prior written approval and any such approval will be subject to the following conditions:
- Equipment used is to be suitable for the type of fixing proposed and surface to be fixed to;
- Devices will be operated only by personnel licensed, or persons who have undertaken suitable training, to use guns for explosive fixing devices, and in strict accordance with the manufacturer's direction.

7. Site Access

- As a prerequisite the subcontractor shall be required to obtain a Work Area Access Permit (WAAP) before work can commence in school grounds outside the project site fencing. Permits are gained electronically from the Built Environment Materials Information Register (BEMIR). The builder will provide direction in gaining this permit.
- Parking on site is not available, unless otherwise agreed by the builder. Do not park or allow secondary subcontractors to park vehicles on the school grounds unless specifically directed to do same.

8. Asbestos

- Asbestos handling and removal shall be carried out strictly in accordance with Department of Education Guidelines, The Built Environment Materials Information register (BEMIR) management plan and relevant State Government Acts and Regulations.
- Asbestos, in the following forms, must not be used, or re-used as a building material or product (Crocidolite, amosite, fibrous anthophyllite, tremolite, actinolite or chrysotile)

9. Payment of workers and contractors

- The Subcontractor is to ensure all employees, workers and the like are paid as a minimum, in accordance with the requirements of the 'Building and Construction General On-site Award 2010'. Details of this award can be provided by Builder if required.

10. Payment Claims

- Payment claims shall be set out clearly identifying the original contract value, approved variations and revised contract value. Claimed amounts shall identify percentage complete and monetary value of each separate

trade summary element totaled to value to date complete. From this total the previous certified value shall be deducted to compute the amount of the current claim.

- Delivery of Claims under the Security of Payment Act
Any claims made under the Security of Payment Act must be delivered to the person mentioned in this clause (below) at the location nominated in this clause (below).
- Person: Wes Austin
Location (In person): Unit 1, 5 Junction Drive, Coolum, Qld, 4573

11. Completion of trade works

- Prior to the completion of the trade works, the Subcontractor is to request in writing, a final inspection of the works by the Builder. If the Builder identifies any items still requiring completion, or defects requiring rectification, the Subcontractor shall rectify these works immediately.
- Directly on completion of the trade works, the Subcontractor is to provide Form 16 certification for all works completed under the subcontract agreement
- The Subcontractor is responsible for the rectification of any defects associated with their works that arise within 12 months of practical completion being obtained for the overall building works. The defect must be rectified within seven days of the Subcontractor becoming aware of the defect, unless instructed by the Builder otherwise.

12. Handover documentation

- The Subcontractor will provide the following minimum information to the Builder prior to the release of any retention monies:
 - As-built drawings
 - Operations and maintenance manuals
 - Scheduled maintenance records/logbooks
 - Training records
 - Local industry participation records
 - Certificates of compliance
 - Warranties
 - Spares
 - Keys
 - Any other specification requirements
 - A signed Final Account and Release Agreement representing all claims in respect of the Subcontract
- The Subcontractor is responsible for the preparation of shop drawings and "As-Built" drawings in accordance with the Specifications and will allow the Builder 21 days unless otherwise stated for review in accordance with Specifications and provide adequate time for procurement of materials and fabrication. The Builder's examination or approval of shop drawings does not remove from the Subcontractor the responsibility for the correctness of the drawings. Delays caused by submission not in accordance with this clause, late submissions, incorrectness or inadequacy of shop drawings will not form the basis of a variation of the Contract sum.
- Where operation and maintenance manuals are required, the Subcontractor will include in each manual a copy of each as installed drawing relevant to that portion of the Works under the Subcontract, revised to show any changes found necessary for the satisfactory operation and maintenance of plant and equipment.
- As built drawings are to be supplied in .dwg and .pdf electronic format
- The Subcontractor shall submit all requests for information in sufficient time to allow a ten day response time.

SITE SPECIFIC AND TRADE CONDITIONS OF CONTRACT

This annexure details Project Specific Conditions of Subcontract relating to the contract works.

The Subcontractor's scope of works includes provision for the items outlined within this document. These items should be read in conjunction with the project documents, including but not limited to the specifications and drawings, as referenced in the subcontract agreement.

1. General inclusions

- Liaison and assistance with the Builder in relation to the co-ordination of works with other trade contractors and suppliers
- The Subcontractor shall have deemed to have visited the site and made itself aware of all site constraints, such as access, movement around site etc
- Payment of all general fees and charges required to enable the works to be completed
- Attendance of site project co-ordination, site safety meetings and the like
- Provision of samples for approval by the Builder of materials, plant, equipment and construction methods
- Provision of all transport, handling and delivery costs
- Provision of all necessary plant and equipment for the horizontal and vertical transportation of materials, plant and equipment throughout the building areas and around the site
- Provision of all task specific lighting and power requirements
- Provision of all necessary lock-up and storage facilities on site
- Confirmation that the project documents outlined in the subcontract agreement are sufficient for pricing the trade works. The Subcontractor acknowledges that no claim will be accepted in relation to not being given the opportunity to view appropriate documentation.
- Compliance with the project safety, environment and quality assurance (QA) requirements as outlined with then subcontract documentation.
- Compliance with all current editions of relevant Australian Standards, Building Code of Australia, Local Authority requirements

2. Construction program

- Sequencing and completion of trade works in accordance with the construction program, as referenced in the subcontract agreement, which includes for working weeks consisting of six days
- Sequencing and completion of trade works in various areas concurrently, as necessary to maintain the rate of progress required by the construction program.
- Work outside of normal working hours, including all associated costs, as necessary to maintain the rate of progress required by the construction program.
- The term 'completion of the trade works' includes for the finalisation of all trade specific works outlined in the subcontract agreement, including all necessary testing, commissioning, defect rectification and Form 16 certification, to enable trade succession or practical completion, what ever the case maybe.

3. Scaffold, access, working platforms and barricades

- The Builder will provide, in part only, a scaffold to the external façade of the building. This scaffolding, the extent of which should be checked with the Builder, is to be used by all trades and will only be provided in accordance with the durations outlined on the construction program.
- Unless noted otherwise in the subcontract agreement, the Subcontractor is to provide all other necessary plant, equipment, mobile and internal scaffolding, boom and scissor lifts, platforms, barricades, safety harnesses and the like, as required in order to complete the trade works in accordance with the relevant standards, codes, regulations and Workplace Health & Safety requirements, as well as the construction program.
- The Subcontractor is responsible for ensuring any scaffolding provided by the Builder is kept clear of obstructions and in a clean state at all times.
- All workers working at a height of 2m or greater with a harness, must have completed 'works at heights' training.

4. Progressive and final cleaning

- The Builder will provide rubbish skips for the removal of rubbish from site.
- The Subcontractor is responsible for ensuring all trade related rubbish and waste matter is deposited within the rubbish skips on a daily basis. The Subcontractor acknowledges that should this requirement not be adhered to, and in the interest of maintaining a clean and safe working environment for all workers, the Builder will engage additional labour to perform these clean-up works. The costs associated with engaging such additional labour will be deducted from the Subcontractor's contract sum.
- The Subcontractor is responsible for carrying out a final clean on the completion of their trade works

- The Subcontractor is responsible for installing all necessary protective coatings, immediately on completion of their works, and removing prior to practical completion or as directed by the Builder.

5. Storage on Site

- Store materials and equipment on site so as to prevent damage to the site and minimize hazards to persons, materials and equipment. Keep storage areas neat and tidy.
- Do not use roads, driveways, paths, hard standings and the like forming part of the works or School grounds for access or storage unless prior written approval has been given by the Builder.
- No hazardous substances are permitted to be stored onsite outside of working hours. Hazardous substances must be removed from site on a daily basis.

6. Explosive Fixing Devices

- The use of explosive fixing devices will be subject to the Builder's prior written approval and any such approval will be subject to the following conditions:
- Equipment used is to be suitable for the type of fixing proposed and surface to be fixed to;
- Devices will be operated only by personnel licensed, or persons who have undertaken suitable training, to use guns for explosive fixing devices, and in strict accordance with the manufacturer's direction.

7. Payment of workers and contractors

- The Subcontractor is to ensure all employees, workers and the like are paid as a minimum, in accordance with the requirements of the 'Building and Construction General On-site Award 2010'. Details of this award can be provided by Builder if required.

8. Payment Claims

- Payment claims shall be set out clearly identifying the original contract value, approved variations and revised contract value. Claimed amounts shall identify percentage complete and monetary value of each separate trade summary element totaled to value to date complete. From this total the previous certified value shall be deducted to compute the amount of the current claim.
- Delivery of Claims under the Security of Payment Act
Any claims made under the Security of Payment Act must be delivered to the person mentioned in this clause (below) at the location nominated in this clause (below).
- Person: Wes Austin
Location (In person): Unit 1, 5 Junction Drive, Coolum, Qld, 4573

9. Completion of trade works

- Prior to the completion of the trade works, the Subcontractor is to request in writing, a final inspection of the works by the Builder. If the Builder identifies any items still requiring completion, or defects requiring rectification, the Subcontractor shall rectify these works immediately.
- Directly on completion of the trade works, the Subcontractor is to provide Form 16 certification for all works completed under the subcontract agreement
- The Subcontractor is responsible for the rectification of any defects associated with their works that arise within 12 months of practical completion being obtained for the overall building works. The defect must be rectified within seven days of the Subcontractor becoming aware of the defect, unless instructed by the Builder otherwise.

10. Handover documentation

- The Subcontractor will provide the following minimum information to the Builder prior to the release of any retention monies:
 - As-built drawings
 - Operations and maintenance manuals
 - Scheduled maintenance records/logbooks
 - Training records
 - Local industry participation records
 - Certificates of compliance
 - Warranties
 - Spares
 - Keys
 - Any other specification requirements
 - A signed Final Account and Release Agreement representing all claims in respect of the Subcontract
- The Subcontractor is responsible for the preparation of shop drawings and "As-Built" drawings in accordance with the Specifications and will allow the Builder 21 days unless otherwise stated for review in accordance with Specifications and provide adequate time for procurement of materials and fabrication. The Builder's examination or approval of shop drawings does not remove from the Subcontractor the responsibility for the correctness of the drawings. Delays caused by submission not in accordance with this clause, late

submissions, incorrectness or inadequacy of shop drawings will not form the basis of a variation of the Contract sum.

- Where operation and maintenance manuals are required, the Subcontractor will include in each manual a copy of each as installed drawing relevant to that portion of the Works under the Subcontract, revised to show any changes found necessary for the satisfactory operation and maintenance of plant and equipment.
- As built drawings are to be supplied in .dwg and .pdf electronic format
- The Subcontractor shall submit all requests for information in sufficient time to allow a ten day response time.

INSURANCE REQUIREMENTS

General

The Subcontractor shall insure against legal liability for property damage and/or personal injury claims and in addition against any liability, loss, claim or proceeding whatsoever arising out of or in connection with its activities, whether activities arising at Common Law or by virtue of any Statute relating to Insurance, for amounts of not less than those stated in the contract in respect of any one claim. The Subcontractor shall, before proceeding with the Works, lodge with the Contractor evidence that such insurances have been effected in accordance with the relevant schedule/s and if and when called upon produce evidence satisfactory to the Contractor that all such insurances are current. Any policy of insurance other than Workers' Compensation effected in accordance with the clause shall contain a covenant by the Insurer that it will not cancel such policy before giving to the Contractor 30 days written notice of its intention so to do.

Public Liability Insurance

Before commencing the work under the Subcontract, the Subcontractor must take out a Public Liability Policy. The policy must:

- (a) Be in the joint names of the Contractor and the Subcontractor;
- (b) Cover the Principal, the Contractor, the Subcontractor and all its subtleties employed from time to time in relation to the work under the Subcontract for their:
 - (i) respective rights and interests; and
 - (ii) liabilities to third parties;
- (c) Cover the Contractor's and Subcontractor's respective liability to each other for loss or damage to property (including property belonging to the Contractor, or for which it is responsible) and the death of or injury to any person (other than liability which is required by the law to be insured under a Worker's Compensation Policy);
- (d) Be endorsed to cover the use of Construction Plant not covered under a comprehensive or third party motor vehicle insurance policy;
- (e) Include a cross-liability clause whereby the insurer names all rights of subrogation or action against any of the insured parties and by which the insurer accepts the term 'insured' as applying to each party as if the policy of insurance had been issued to each of them (subject to the overall sum insured not being increased).

The Public Liability Policy of insurance shall be for an amount not less than \$5M in respect of any one occurrence unless otherwise specified elsewhere in the Subcontract, shall be effected with an insurer, and in terms both approved in writing by the Contractor which approvals shall not be unreasonably withheld. The policy shall be maintained until the Final Certificate is issued.

Contract Works Insurance

For the purposes of the Agreement a Contract Works Policy has been effected by the Contractor, which includes excesses of varying amounts for each and every claim. Details of the excesses are available from the Contractor on request. In the event of any claims made by the Subcontractor or attributed to subcontract operations the excess will be applicable and the Subcontractor shall pay, bear or allow any excess payable in respect of any such claim. Attention is directed to the Subcontractor's opportunity to take out additional insurance if it wishes to do so.

Professional Indemnity (P.I.) Insurance

Where the Subcontractor's works include any element of design works and/or the provision of form 15 certification, and before the Subcontractor commences works under the Subcontract, the Subcontractor shall effect a professional indemnity insurance policy, for their works, with a total aggregate cover of not less than \$2,000,000 and one automatic reinstatement. The policy and such level of cover shall be maintained until substantial completion of the head contract and thereafter for a period of 7 years. The Subcontractor shall ensure that every consultant, including sub-consultants, is insured for professional indemnity on the same terms as the Subcontractor.

Insurance of Employees (Worker's Compensation Insurance)

Before commencing work the Subcontractor shall take out a Worker's Compensation Insurance Policy to insure against liability for death of or injury to persons employed by the Subcontractor including liability by statute and at common law. The insurance cover shall be maintained until all work including remedial work is completed and the Final Certificate for the Project issued by the Principal to the Contractor. The insurance shall (when permitted by law) be extended to indemnify the Contractor for its statutory liabilities to persons employed by the Subcontractor. The Subcontractor shall ensure and indemnify the Contractor with respect that every secondary subcontractor to the Subcontractor is similarly insured.

Inspection and Provisions of Insurance Policies

Proof of Insurance - Before the Subcontractor commences work and whenever requested in writing by the Contractor, the Subcontractor shall produce evidence to the satisfaction and approval of the Contractor of the insurance effected and maintained. The effecting of insurance shall not limit the liabilities or obligations of the Subcontractor under other provisions of the subcontract. Production of evidence of currency of insurances is a condition precedent to any payment under the subcontract

Maintenance of Policies

The Subcontractor must maintain all insurances effected in accordance with this the Subcontract in full force and effect until the Principal has certified final completion of Works under the Head Contract. No insurance arranged in accordance with this Clause can be modified, amended or cancelled unless the Contractor has had prior notice from the Insurer and this requirement must be included as a condition of each insurance policy. The Contractor may suspend payment under this Subcontract for any failure by the Subcontractor to insure in accordance with the Clause. Before the Subcontractor commences work under the Contract and whenever requested by the Contractor, the Subcontractor must produce evidence that Public Liability and Worker's Compensation Insurance have been effected and are current.

Insurance details (to be completed by Subcontractor)

POLICY	INSURER	AMOUNT OF COVER	EXPIRY
Contract works		\$	
Public Liability		\$	
P.I.		\$	
Workcover		\$	

HEALTH, SAFETY, QUALITY AND ENVIRONMENT (OHSQE)

Our services are underpinned by values and goals about delivering excellence in quality assurance, Work Health and safety and with minimal impact on the environmental and local community. Integral Construction Pty Ltd has developed and implemented an integrated management system in three critical areas of service delivery: Health and Safety, Quality and Environmental Management. The system is underpinned by Integral Construction Pty Ltd's mission statement to provide the highest quality product within budget, on time and without impact on Work Health and safety of its workers and subcontractors, the environment, or the community.

It is the Subcontractor's responsibility to comply with the requirements of Integral Construction's project workplace health, safety environment and quality management system (OHSQE). A copy of this document is available onsite at all times.

It is the Subcontractors responsibility to comply with the current requirements of the Workplace Health and Safety, Electrical Safety and Environmental Protection Acts, and their revisions, and the Workplace Health and Safety, Electrical Safety and Environmental Protection regulations, and their revisions. It is also the responsibility of the Subcontractor to gain any licenses for any environmentally relevant activity being performed by the Subcontractor.

General OHS Requirements

Subcontractors are required to ensure that all of their workers are aware of the current Workplace Health & Safety requirements of the Act. This includes ensuring that all workers follow Work Method Statements, produced by the Subcontractor, for any high-risk activities and adhere to the Site Specific Rules for the Project. Subcontractors will:

- i. Ensure that all workers are prepared to attend Site Specific Induction prior to commencing works on site.
- ii. Ensure that all workers carry on their person their General Safety Induction Card (Construction) at all times while on site.
- iii. Contact Integral Construction Pty Ltd or representative immediately following any incident, injury, near miss, emergency or incident involving any person, including an employer, self employed person, worker or member of the public.
- iv. Discuss with an Integral Construction Pty Ltd representative any workplace activity or risk identified, unsatisfactorily controlled or dealt with.
- v. Do activities and work in a safe and healthy manner and in accordance with the requirements of Integral Construction Pty Ltd, subcontractor work method statements and the workplace health and safety and electrical safety legislation.

Site Specific Inductions

All subcontractors and their workers will be required to undergo a site-specific induction prior to commencing work at this project. The site induction will include an overview of the project works, health, safety, quality and environmental management requirements and sight relevant licences and evidence of a construction general safety induction.

Workers who do not have this evidence will be excluded from site until they have satisfactorily completed and produced all documents demonstrating compliance with legislative and Integral Construction Pty Ltd requirements.

Review of Work Method Statements

The subcontractor is required to submit Work Method Statements (WMS) for review by Integral Construction Pty Ltd at least two weeks prior to their designated start date on site. Any delays caused to the project as a result of the Subcontractor failing to submit and have their WMS's approved within the required timeframes will be the responsibility of the subcontractor.

Subcontractors must fulfil the following minimum requirements for submission of WMS's as a condition of working on this project:

- i. Before work starts, meet with a representative of Integral Construction Pty Ltd to discuss the project's health and safety requirements, the subcontractor's work method statement and any other specific information relating to the subcontractor's activities.
- ii. Submit WMS's for the following high- risk activities:
 - a. work at heights of 2m
 - b. work on roofs with a pitch greater than 26 degrees
 - c. work in excavations at or greater than 1.5m
 - d. confined spaces
 - e. using hazardous substances
 - f. using explosives
 - g. demolition work
 - h. disturbing and/or removing asbestos
 - i. tilt-up and precast construction work
 - j. structural alterations that require temporary support to prevent collapse
 - k. movement of powered mobile plant
 - l. work on a telecommunications tower
 - m. work on, over or adjacent to water where there is a risk of drowning
 - n. work on or adjacent to a road or railway
 - o. work on or near a pressurised gas distribution mains and consumer piping
 - p. work on or near a chemical, fuel or refrigerant line
 - q. work near an exposed energised electrical installation
 - r. work in an area that may have a contaminated or flammable atmosphere
 - s. work in an area where there are artificial extremes of temperature
 - t. any other hazardous activities as required by Integral Construction Pty Ltd
- iii. Make reasonable additions to their WMS as requested by Integral Construction Pty Ltd.
- iv. Ensure that all changes to the work methods are reflected by appropriate amendment to the WMS, including design changes notified by Integral Construction Pty Ltd.

Requirements for High Risk Temporary Works

Subcontractors who will perform high-risk temporary works must ensure that a design risk assessment is undertaken and reviewed by Integral Construction Pty Ltd prior to works proceeding. The design risk assessment is to include relevant engineering details; engineering sign-off on the temporary work design; plant maintenance and test records including calibration and attachments; and safe working procedures for installers and dismantlers.

High-risk temporary works include but are not limited to formwork, scaffolding, hoist installation and operation, crane set up and dismantling, and the like.

Training and Licence Evidence

Training evidence and licences are required for all high-risk work activities to be performed at any Integral Construction Pty Ltd project. This evidence must be supplied at induction to site and prior to any of the licensed works commencing.

Demolition and asbestos removal licenses must be made available to Integral Construction Pty Ltd for all relevant persons prior to final contract agreement.

Requirements for all Mobile Plant

Subcontractors will be required to provide the following documentation to the Integral Construction Pty Ltd Project Site Manager prior to obtaining approval to bring mobile plant onto the project:

- i. Documented risk assessment of the specific item of mobile plant
- ii. Copy of front page of maintenance manual and log book for plant
- iii. Copy of paperwork with results of most recent service on plant
- iv. Test certificates for lifting gear
- v. Certificate of registration of plant
- vi. Plant operator assessment demonstrating qualification and competency of operator for the specific item of plant

NOTE: plant will not be allowed on site until these items have been attended to and assessed by the Integral Construction Pty Ltd Site Manager.

Monitoring of Subcontractor OHS, Quality and Environmental Performance

Subcontractor workplace health and safety performance will be formally reviewed during daily site inspections and regular audits conducted by Integral Construction Pty Ltd and external Auditors.

OHS and environmental inspections and audits will be recorded and results reported to subcontractors. Corrective actions notices will be issued for all non-conformances and contractors' compliance will be monitored and date of compliance noted on the OHSQE incident and non-conformance register.

Integral Construction Pty Ltd will undertake the following course of action for identified health and safety issues:

- i. For minor issues the subcontractor will be given verbal direction indicating what the issue is, what needs to occur and the level of safety that Integral Construction Pty Ltd expects.
- ii. For major health and safety breaches of situations where there is imminent risk to a worker or other person, the subcontractor will stop work and be issued with a written warning detailing the issue and controls expected. Work will restart when adequate safety controls have been implemented.
- iii. For ongoing health and safety non-compliances of significant high-risk nature subcontractors may be directed to cease work in accordance with a breach of the contract.
- iv. A non-conformance notice will be issued for each non-conformance observed by the Integral Construction Pty Ltd Site Manager during inspections or on observations.
 - a. The subcontractor will be required to demonstrate how the non-conformance has been rectified, actions taken.
 - b. The subcontractor is required to document the actions taken and sign non-conformance notice before handing a copy of the document to the Integral Construction Pty Ltd Site Manager.

A copy of Integral Construction Pty Ltd's general site rules is listed below. Please note that additional requirements will be notified to subcontractors and workers at project site specific inductions.

Site Safety Rules

- o Hard Hats, long sleeve high-viz shirts and steel cap safety boots are mandatory.
- o All safety signage must be complied with.
- o No person shall work at any height without fall prevention controls.
- o Barricade around, and shore, batter, bench all trenches/ excavations before personnel is allowed access. Ladder access required at all times.
- o Report all incidents including injuries, illnesses, environmental events, near misses, dangerous events and equipment damage immediately to Site Manager or Site Supervisor.
- o Contact your supervisor immediately for first-aid treatment.
- o Wear hearing protection when engaged in noisy work, or in designated noise area.
- o Wear approved eye protection when performing work with risk of eye injury.
- o Spotter must be used when reversing vehicles or equipment, on or off site.
- o Ladders must be fit for purpose, properly secured and extend 1m above any surface.
- o Place rubbish in bins or designated areas to maintain high standard of housekeeping.
- o Keep work / lunch areas clean and tidy at all times.
- o Remove fire hazards - garbage, oily rags and flammable materials from work area.
- o Store all plant, equipment and materials in a tidy manner at agreed designated area.
- o Install guard, mid rails and kickboards to all scaffolding, open sided work areas, formwork, floor openings, pits or excavations where persons can fall more than 2m.
- o Hot Work, excavation, other permits required prior to work starting daily.
- o Secure correct fire extinguisher to electric or oxy-acetylene or oxy-LPG welding plant used on site. Flashback arrestors required on all oxy-acetylene equipment.
- o Welding operations shall be screened to protect all personnel against welding flashes.
- o Use compressed air and compressed air tools in accordance with Manufacturer guide.
- o Secure electrical leads above ground away from mobile plant, sparks or liquids.
- o All electrical equipment to be tested / tagged prior to site entry and every 3 months.
- o Electrical equipment must be electrically safe with guards intact and in good condition.
- o Keep all explosive charges for explosive-powered tools in a locked metal box. Use only low velocity captive piston-type tools. All operators of explosive-powered tools shall be qualified. Display warning

signs and establish exclusion zone at place where the tool is being used. Eye / ear protection must be worn.

- Secure mobile plant and elevated work platforms when not in use.
- Approval from Site Manager is required for storage of petrol / diesel-powered equipment fuel stock.
- Mobile phone use is prohibited while mobile plant / vehicles are in operation.
- Be considerate to other construction workers, school students and staff and members of the public.
- Alcohol and drugs are strictly prohibited.
- Any workers wishing to wear a harness must obtain permission from Integral Construction Pty Ltd
- Slinging of any load must be performed by a qualified dogger, (crane operator must not sling loads)

INDUSTRIAL RELATIONS

The Subcontractor shall be responsible for maintaining good industrial relations with its own employees while at the same time refraining from action which could cause industrial disputation and/or affect the Builder.

The Subcontractor shall immediately report to the Builder any industrial dispute which has arisen or which may, in the opinion of the Subcontractor arise. If a dispute occurs with any of the Subcontractor's employees the Subcontractor shall consult with the Builder in an attempt to mitigate the effects of any such dispute.

Notwithstanding any such consultation the Subcontractor shall be solely responsible for the resolution of any such dispute, which must be managed in such a manner that it does not affect any work being carried out in the parts of the site, which may not be affected by the dispute

The Subcontractor acknowledges that the Builder operates under *The Building & Construction General Onsite Award 2010* which has been assessed to be compliant with the *National Code of Practice for the Construction Industry* and the *Australian Government Implementation Guidelines*. The Subcontractor must comply with these requirements in full at all times.

CLAIM NOTIFICATION & SUBMISSION

Notwithstanding each or any clause of the Subcontract or any other provision of the Agreement, the Contractor shall not be liable in respect of any claim by the Subcontractor arising out of the Subcontract, (whether in respect of extensions of time for completion, variations or damages for breach of Subcontract or otherwise) unless the Subcontractor notifies the Contractor of the claim in writing within seven (7) days of the cause arising. The date of such written notice shall be referred to as the Prescribed Date of Claim. Any claim not submitted in accordance with this time shall be absolutely barred and the following procedures must be strictly complied with:

- i. The Subcontractor shall forward to the Contractor a statement showing fully any loss or damage the Subcontractor considers it has suffered by any act, failure or default on the part of the Contractor or the Principal or of any claim or demand for payment of money in respect of any matters arising out of the Contract. The Subcontractor shall in such statement set out in full detail the act, failure or default, or matter complained of, the nature of the loss or damage which it claims it has suffered, and the amount of money claimed in respect thereof, and such statement shall be accompanied by any explanatory matter the Subcontractor may consider necessary. The format for submission of claims for delays for extension of time, disruption, suspension, acceleration or any other related claim for loss damages and/or expenses is as follows:

Statement of Facts and Supporting Data required for Submission:

Item	Description
A. Claim	Identification of the Claim description
B. Costs	Cost of Claim: <ol style="list-style-type: none">1. Whether costs are to be claimed2. Amount of costs claimed
C. Contractual Basis for claim	<ol style="list-style-type: none">1. The contractual reason on which the claim is based (with clause reference)2. Statement that the claim conforms with time requirements of the Conditions of Subcontract (including alleged date of cause arising)
D. Cause	Cause of Claim
E. Duration	<ol style="list-style-type: none">1. Time claimed2. Identification of time on the programme calendar
F. Programme Effects	Effects on: <ol style="list-style-type: none">1. Critical activities2. The critical path3. Non-critical items of work4. Other
G. Documentation	Copies of all <u>relevant</u> information relating to the claim: <ol style="list-style-type: none">1. Correspondence2. Variations3. Site Instructions4. Request for Information5. Transmittals6. Drawings (where possible)7. Any other information relevant to the claim
H. Mitigation	<ol style="list-style-type: none">1. Identify what action has been taken, or is possible, to mitigate the delay, or costs of delay.

- ii. The Subcontractor shall be bound by the particulars furnished in such statement, and shall not at any later period amend or amplify or in any way alter such particulars, nor shall it have the right to prefer or enforce any claim arising out of the Contract unless it shall have included the same in a statement in the manner hereinbefore provided. Should the Subcontractor fail to furnish any such statement within twenty-one (21) days from the Prescribed Date of Claim it shall absolutely forfeit all claim in respect of any loss or damage alleged to have been sustained by it under the Subcontract during the period which should have been covered by such statement.
- iii. If the events upon which the claim is based or the consequences of the events are continuing, the Subcontractor must continue to give the information required every 28 days after the Prescribed Date of Claim (claim notification) until after the events or the consequences have ceased. Thereafter the Subcontractor shall furnish a statement of claim within twenty-one (21) days.
- iv. If the Subcontractor fails to comply with the above clauses, then
 - a. The Subcontract Price will not be adjusted as a result of; and
 - b. The Main Contractor will not be liable upon any claim by the Subcontractor, whether under the Contract or (insofar as is permitted by law) any other principle of law, arising out of or in connection with, the relevant fact, matter or thing.

The Contractor shall not be liable unless and until such details and evidence are received strictly in accordance with these provisions. Any claim not submitted in accordance with these provisions shall be absolutely barred.

FORM OF WARRANTY TO BE PROVIDED FOR WORKS COMPLETED

The Subcontractor acknowledges that the warranty format contained within this document will be provided by the Subcontractor (as Warrantor) for all works completed on this project.

Works are to be warranted for the defects liability warranty period and any other period as outlined elsewhere within the contract documentation. The Subcontractor shall also warrant specific works for an extended period of time as outlined elsewhere within the contract documentation.

WARRANTY

PROJECT:

This document confirms the warranty provided by the Warrantor in favour of the Principal for the work/product specified in Section 3.0 completed on the Project.

Particulars of warranty:

Section	Item	Details
1.0	Warrantor (Name/Address/Contact/ABN)	
2.0	Principal (Name/Address/Contact/ABN)	
3.0	Work/Product/Equipment/Systems warranted	
4.0	Warranty	Warranty of the Product means on-site design, manufacture, supply and installation warranty of all parts materials, labour and access requirement of the work, product, equipment or system identified in Section 3.0, against defect or failure to achieve its specified/required performance standard. Failure of any part or the total system requires the repair or replacement of the product or system with a new component, product or system at no cost to the owner.
5.0	Warranty period	() Years from the commencement date.
6.0	Commencement date	

Initials : _____ / _____



7.0	Expiry date	
8.0	Maintenance requirements	
9.0	Responsibility for maintenance works	The Principal is responsible for all maintenance from the commencement date (including payment of costs associated with servicing and maintaining the works).
10.0	Response	Response to failure which affects day to day operation of the Building shall be within 48 hours of the Owner notifying the Warrantor of the failure. The Principal is responsible for identifying the failure as critical. Otherwise, response to failure shall be written within 14 days of the owner notifying the warrantor of the failure.
11.0	Rectification	Rectification or replacement work will commence within 7 days of the Warrantor responding to the failure and will be completed in an agreed time frame.
12.0	Extended Warranty	If rectification or replacement is required, the Work/Product rectified or replaced shall be warranted for the balance of the warranty period (Section 5.0).
13.0	Failure	Should the Warrantor fail to respond as required by Section 10.0 the Principal may have temporary repair or permanent repairs undertaken by others. The costs of such repairs shall be a debt due and payable by the Warrantor.

Signed for and on behalf of
 the **Warrantor**: }

Name (print):

Date:

Signed for and on behalf of
 the **Principal**: }

Name (print):

Date:

STATUTORY/SUBCONTRACTOR DECLARATION

Oaths Act 1867 – 1974

Statutory Declaration

QUEENSLAND
TO WIT }

**Statutory declaration in the matter of the Agreement dated
 (“Agreement”)**

Between:

Integral Construction Pty Ltd (ABN: 27 138 976 922) (“Integral Construction”)

And

..... (“Subcontractor”)

**I, of
 in the State of Queensland,, do solemnly and
 sincerely declare that, after having made enquiries:**

1. I have knowledge of the relevant facts and am authorised by the Subcontractor to make this statutory declaration on its behalf;
2. This statutory declaration is made under clause of the Agreement in relation to the payment of a progress certificate in respect of the payment claim no. submitted by the Subcontractor to Integral Construction on
3. All remuneration payable to employees of the Subcontractor for the performance of the Services, as defined in the Agreement, during the period from the date of commencement of any the services to the date of this statutory declaration has been paid;
4. All amounts properly payable by the Subcontractor to (other) subcontractors, consultants and suppliers in respect of the Services have been paid; and
5. All insurances as per table 1., below have been paid and valid certificates of currency have been provided.

Table 1. Insurance Compliance Details				
POLICY	POLICY NO.	NO. EMPLOYEES	AMOUNT	EXPIRY DATE
Workers Compensation				
Public Liability				
Professional Indemnity				

Initials: _____ / _____

I acknowledge that this declaration is true and correct and I make it in the belief that a person making a false declaration is liable to the penalties for perjury.

DECLARED at)

this day of before me:)

)

)

Signature of authorised witness

)

)

)

Name of authorised witness

)

Signature of Declarant

)

)

Address of Authorised witness

)

Initials : _____ / _____

CERTIFICATE/FINAL ACCOUNT RELEASE

TO: Integral Construction Pty Ltd (ABN:27138976922) (“**Integral Construction**”)

FROM: (“**Subcontractor**”)

PROJECT:

SUBCONTRACT NUMBER/REFERENCE:

NOW IT IS HEREBY AGREED as follows:

1. **Reconciliation of Account:**

Original Subcontract Sum	\$.....
Variations to the Subcontract Sum	\$.....
Adjusted Final Subcontract Sum	\$.....
Less Cash Retention	- \$.....
Less Previous Payments (Excluding Retention but including any Statutory Tax Deductions)	- \$.....
BALANCE OWING	\$.....

2. **Security:**

Cash Retention held	\$.....
Value of Bank Guarantees/Bonds held:	\$.....

3. The Subcontractor agrees that dollars (in words) (\$.....) representing 50% of the Security as described in clause 2 above is due for release upon Completion of the project.

4. The Subcontractor agrees that dollars (in words) (\$.....) representing 50% of the Security as described in clause 2 above is due for release upon the Subcontractor having complied with its obligations under the Subcontract or expiration of the Defects Liability Period of the Head Contract, whichever is later.

Initials : _____ / _____



5. The Subcontractor hereby:

(a) acknowledges

..... dollars (in words) (\$.....) (being the Balance Owing) as being the final payment (apart from the release of any Cash Retention as per clauses 3 and 4 above) due to the Subcontractor in full and final settlement of all claims of any nature, whether past, present or future, arising in any way out of the Subcontract;

(b) to the extent permitted by law, releases and holds harmless Integral Construction from all claims of any nature arising out of, or in any way associated with, the Subcontract;

(c) indemnifies and agrees to keep indemnified Integral Construction from and against all claims of any nature arising out of, or in any way associated with, the Subcontract;

(d) confirms that all wages and allowances due and payable to any and all employees of the Subcontractor who were at any time engaged by the Subcontractor on the works under the Subcontract have been paid in full;

(e) confirms that all its statutory requirements, including but not limited to superannuation, long service leave provisions, public liability and workers compensation insurance premiums, payroll tax and tax remittance requirements, have been paid in full;

(f) declares that it has provided to Integral Construction all warranties, guarantees, operating manuals, maintenance manuals, as-built drawings, quality assurance documentation and other documentation required under the Subcontract or as reasonably required by Integral Construction; and

Signed as a duly authorised Representative of the Subcontractor:

Signed for and on behalf of }
the Subcontractor:

Name (print):

Date:

Initials : _____ / _____