

SCHEDULE 1

PROJECT PARTICULARS

1.1 **Date for Substantial Completion:** Insert Date
Or
Refer Date for Substantial Completion for each Stage below
Delete One

1.1 Delete if not applicable

Date for Substantial Completion of each Stage:

Stage	Description	Date for Substantial Completion
1.	[means the XXXX, as more fully described in the Scope of Works]	## / ## / ##
2.	[means the XXXX, as more fully described in the Scope of Works]	## / ## / ##
3.	[means the XXXX, as more fully described in the Scope of Works]	## / ## / ##
4.	[means the XXXX, as more fully described in the Scope of Works]	## / ## / ##
5.	[means the XXXX, as more fully described in the Scope of Works]	## / ## / ##
6.	[means the XXXX, as more fully described in the Scope of Works]	## / ## / ##

1.1 **Defects Liability Period:** 12 months
(if nothing stated 12 months)

1.1 **Second Defects Liability Period:** 12 months
(if nothing stated 12 months)

1.1 **Project Manager:** ^SiteMgr^

1.1 **Additional requirements for Substantial Completion:**

1. all equipment, plant, services and installations have been demonstrated to perform as required by this Subcontract both under normal conditions and under simulated emergency conditions;
2. all normal and emergency start up and shut down functions perform in sequence without interruption or malfunction;
3. all plant and equipment has been demonstrated to the satisfaction of Mirvac to have been physically completed, commissioned, tested and is in a continuously useable condition;
4. the Subcontractor has provided to Mirvac all warranties which are available from suppliers and manufacturers for the plant or goods used in or provided for the Subcontract Works; and
5. the Subcontractor has performed the following:
 - (a) the removal of all Subcontractor's rubbish, plant and surplus material from the Site and from the Works, other

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than plant required for the carrying out of the Subcontractor's obligations in the Defects Liability Period;

- (b) the cleaning of any glass and sanitary fixtures including but not limited to windows and other external glazing forming part of the Subcontract Works;
- (c) the vacuuming of any carpeted areas and soft and hard surfaces forming part of the Subcontract Works;
- (d) the handing over to Mirvac of any documents in its possession issued by or evidencing approvals of any Authority in connection with the Subcontract Works;
- (e) the handing over to Mirvac of all keys forming part of or required for the Subcontract Works, tagged appropriately;
- (f) the handing over of all necessary certificates for various building elements and materials used for the Subcontract Works;
- (g) the provision to Mirvac of all as built drawings and manuals required by the Subcontract;
- (h) the provision of certificates from each design consultant (if any) retained by the Subcontractor that the Subcontract Works have been constructed in accordance with the design prepared by that consultant;
- (i) anything required by the Subcontract to be done by the Subcontractor as a requirement of, or before, Substantial Completion; and
- (j) any other obligation under the Subcontract that prevents or hinders certification of Practical Completion under the Head Contract.

3.6 **Working Hours:**

Mon – Fri: #####am – #####pm

Sat: #####am – #####pm

(If nothing stated Mon - Fri 7:00am to 5:00pm, Sat 7:30am to 2:00pm)

6.1 **Subcontractor's representative:**

Name: ^ConFName^ ^ConLName^

Title:

Contact Number: ^ConPh^.

7.1 **Order of Precedents of Subcontract Documents:**

1. Subcontract, including Subcontract Terms;
2. Scope of Works for ##### dated #####
3. Drawings, Specifications & other documents attached as or referred to in Schedule 9;
4. All other documents.

8.5 **Other works not to be covered up before inspection:**

#####

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- 8.14 **Scales of as-constructed documents to be supplied:** Scale: **1:100**
(if nothing stated, 1:100)
- Form of as-constructed documents to be supplied::** Hard Copy / Electronic Editable form.
- If hard copy, no. of as-constructed documents to be supplied:** No: **5**
(if nothing stated, 5 copies)
- 8.14 **Other Information to be supplied:** **Nil**
- 9.1 **Date for Commencement:** **## / ## / ##**
- 9.3 **Days within which EOT's must be claimed:** **5 days**
(if nothing stated 5 days)
- 9.4 **Delays for which EOT's granted:** A delay caused by the act, default or omission of Mirvac or any of Mirvac's employees or agents (but not the acts, defaults or omissions of any other contractor, supplier or consultant, whether engaged by Mirvac or not).
- 9.10 **Rate of liquidated damages:** **[\$50,000] per day**
Or
Refer to Rate for liquidated damages for each Stage below.
Delete One
- 9.10 **Delete if not applicable**
- Rate of liquidated damages of each Stage:**
- | Stage | Description | Rate for liquidated damages per Stage |
|-----------|--|---------------------------------------|
| 1. | [means the XXXX, as more fully described in the Scope of Works] | \$50,000.00 per day |
| 2. | [means the XXXX, as more fully described in the Scope of Works] | \$50,000.00 per day |
| 3. | [means the XXXX, as more fully described in the Scope of Works] | \$50,000.00 per day |
| 4. | [means the XXXX, as more fully described in the Scope of Works] | \$50,000.00 per day |
| 5. | [means the XXXX, as more fully described in the Scope of Works] | \$50,000.00 per day |
| 6. | [means the XXXX, as more fully described in the Scope of Works] | \$50,000.00 per day |
- 10.1 **Date for submitting progress claims:** **21st day of each month**
(if nothing stated, 21st day of each month)
- 10.2(c) **Time for making payment:** 30 days. However, if the laws applicable to this Subcontract are those of Queensland, then the time for making payment shall not be more than 25 Business Days after submission of a payment claim (and in this regard, the time for making payment shall be deemed to be 25 Business Days after submission of a payment claim).

10.2(c)	Approved Form of Security:	Cash/Retention moneys (if nothing stated Cash)																
10.2(h)	Security amount: Retention moneys/amount retained from each progress payment until limit (in the next item below) is reached:	10% (if nothing stated 10%)																
10.2(h)	Limit of security: Value of Unconditional Undertakings or limit of security amount/retention moneys (based on the adjusted Subcontract Sum (but only accounting for positive adjustments)):	5% (if nothing stated 5% of the adjusted Subcontract Sum (but only accounting for positive adjustments). If the laws applicable to this Subcontract are those of Queensland, then Section 67L of the Queensland Building and Construction Commission Act 1991 (Qld) implies a condition into subcontracts that the total value of security and retention amounts held prior to substantial completion is to be not more than 5%. Accordingly, if the laws applicable to this Subcontract are those of Queensland, then the limit of security shall be 5% of the Subcontract Sum (as adjusted for all adjustments).																
10.2(i)	Release of security at Date of Practical Completion of the Project:	50% (if nothing stated 50%)																
10.11	Rate of Interest for overdue payments:	Nil (if nothing stated, 3%)																
11.3	Variations - time for giving measurements/costs:	5 days (if nothing stated 5 days)																
11.4	Day Labour Rates:	<table><tr><td></td><td>Normal</td><td>Time +1/2</td><td>Double</td></tr><tr><td>• Supervisor:</td><td>\$... / hr</td><td>\$... / hr</td><td>\$... / hr</td></tr><tr><td>• Tradesman:</td><td>\$... / hr</td><td>\$... / hr</td><td>\$... / hr</td></tr><tr><td>• Labourer</td><td>\$... / hr</td><td>\$... / hr</td><td>\$... / hr</td></tr></table>		Normal	Time +1/2	Double	• Supervisor:	\$... / hr	\$... / hr	\$... / hr	• Tradesman:	\$... / hr	\$... / hr	\$... / hr	• Labourer	\$... / hr	\$... / hr	\$... / hr
	Normal	Time +1/2	Double															
• Supervisor:	\$... / hr	\$... / hr	\$... / hr															
• Tradesman:	\$... / hr	\$... / hr	\$... / hr															
• Labourer	\$... / hr	\$... / hr	\$... / hr															
11.4	% for overhead and profit:	0% (if nothing stated, nil)																
13.3(c)	Time for giving Supplier Warranties:	5 Business Days (if nothing stated 5 Business Days)																
13.3(c)	Supply items for which the Subcontractor is required to provide Warranties:	1. @@@@ 2. @@@@																
14.1	Rate of Liquidated Damages under Head Contract:	[\$30,000] per day																
18.3	Time for giving of notices	5 days																

25.2

Subcontractor's Facsimile:

^ConFax^

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SCHEDULE 2

SCHEDULE OF PROGRAMMING REQUIREMENTS (Clause 9.2)

1. Overall Target Schedule and Medium Range Schedules

- 1.1 The Subcontractor acknowledges that it has examined Mirvac's Overall Target Schedule. No allowance has been made in the Overall Target Schedule for the impact of delays or disruption that may occur subsequent to the preparation of the Overall Target Schedule. The Overall Target Schedule does not list all activities or items of work required for completion of the Subcontract Works or all interfaces with the work of other subcontractors.
- 1.2 From time to time Mirvac may update or amend the Overall Target Schedule.
- 1.3 Mirvac may issue Medium Range Schedules. A Medium Range Schedule will detail particular activities shown on the Overall Target Schedule.
- 1.4 In the Subcontract, "Overall Target Schedule" means that Overall Target Schedule as updated or amended by Mirvac and "Medium Range Schedule" means the Medium Range Schedule most recently issued by Mirvac.

2. Subcontractor's Programme

- 2.1 Within seven (7) days of being notified of the award of the Subcontract the Subcontractor must submit to Mirvac for approval either a Subcontractor's Programme or the information required by Mirvac (the "**Programme Information**") which must:
- (a) be consistent with the dates shown on the Overall Target Schedule and Medium Range Schedule for commencement and completion of:
 - (1) the Subcontract Works;
 - (2) the Stages of the Subcontract Works (if any); and
 - (3) the activities and items required for completion of the Subcontract Works, making due allowance for delays since the issue of the Overall Target Schedule;
 - (b) show all on and off-site activities necessary to permit weekly comparisons between the Subcontract Works as programmed and the actual progress of the Subcontract Works;
 - (c) show the dates or periods for:
 - (1) supply of drawings and information from Mirvac;
 - (2) approvals from Authorities and Mirvac;
 - (3) provision of samples, opening up covered works for inspection and testing of materials or executed work;
 - (4) provision of prototypes and testing if required;
 - (5) provision and approval of shop drawings and as-constructed drawings allowing for the times required for Mirvac's review and approval as stated in the Appendix;
 - (6) provision of all maintenance and operations manuals including drafts thereof;
 - (7) supply of essential materials and material order dates;
 - (8) sequences and labour requirements for commissioning;
 - (9) provision and approval of safety procedures;

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- (10) provision of quality procedures;
- (11) all other activities which have a significant bearing on the time required for Substantial Completion; and
- (12) Rectification of any defective works.
- (d) allow for the activities of other subcontractors on the Site which may affect the Subcontract Works;
- (e) include labour forecasts for each programmed activity and expected labour productivity rates;
- (f) indicate the critical path of the Subcontract Works; and
- (g) show further information that Mirvac may require.

~~2.2 The Subcontractor's Programme must be submitted in the following form: Gantt Bar Chart (showing links).~~

~~2.3 From time to time Mirvac may direct the Subcontractor to revise or update the Subcontractor's Programme or Programme Information. Within 5 days of receipt of a direction from Mirvac the Subcontractor must submit to Mirvac for approval a revised or updated Subcontractor's Programme or Programme Information which must:~~

- ~~(h) take account of delays and disruptions since the issue of the preceding Subcontractor's Programme or Programme Information;~~
- ~~(i) incorporate changes in methods, times or sequences of activities; and~~
- ~~(j) modify portions of the Subcontractor's Programme or Programme Information which Mirvac determines to be impractical or unreasonable.~~

2.4 If Mirvac does not approve a Subcontractor's Programme or Programme Information, Mirvac must advise the Subcontractor of its reasons. The Subcontractor must submit a further Subcontractor's Programme or Programme Information to the satisfaction of Mirvac within 5 days of receipt of Mirvac's advice. If the further Subcontractor's Programme or Programme Information is not to Mirvac's satisfaction Mirvac may issue or engage a suitably qualified consultant to issue a Subcontractor's Programme or Programme Information and the Subcontractor will be liable for any losses suffered by Mirvac including fees paid by Mirvac to the consultant.

2.5 At any time the Subcontractor may submit to Mirvac for approval a revised or updated Subcontractor's Programme or Programme Information incorporating changes or amendments recommended by the Subcontractor and the provisions of Clause 2.4 above will apply.

2.6 In the Subcontract:

- (a) **"Subcontractor's Programme"** means the Subcontractor's Programme most recently approved by Mirvac; and
- (b) **"Programme Information"** except in Clause 2.1 of this Schedule, means the Programme Information most recently approved by Mirvac.

3. Deviation or Acceleration

3.1 Mirvac may direct, in writing, a deviation from or acceleration of the Subcontract Works.

3.2 If a direction by Mirvac to accelerate requires the Subcontractor to bring the Subcontract Works or a Stage to Substantial Completion prior to the Date for Substantial Completion then the Date for Substantial Completion will be adjusted accordingly.

3.3 Subject to Clause 3.4 of this Schedule, the Subcontract Sum will only be adjusted by a reasonable amount in respect of additional costs incurred and any saving in costs by the Subcontractor in complying with a direction to accelerate issued under Clause 3.1 of this Schedule where the direction to accelerate is necessitated solely by reason of delay caused by Mirvac.

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- 3.4 The Subcontractor will not be entitled to an adjustment to the Subcontract Sum under Clause 3.3 unless:
- (a) the Subcontractor produces a written direction to accelerate issued by Mirvac which is identified as being a direction under Clause 3; and
 - (b) within 10 days of a request by Mirvac the Subcontractor provides Mirvac with a written estimate of the additional costs it is likely to incur and any savings in costs in complying with Mirvac's direction to accelerate.

4. Short Range Schedules

- 4.1 Mirvac may confer with the Subcontractor prior to issuing a Short Range Schedule. A Short Range Schedule must cover the two week period following the date of the Short Range Schedule and will detail particular activities shown on the Subcontractor's Programme and the Programme Information. Each week Mirvac may issue a Short Range Schedule.
- 4.2 In the Subcontract, "**Short Range Schedule**" means the Short Range Schedule most recently issued by Mirvac.

5. Supplemental Programming Information

From time to time Mirvac may require the Subcontractor to submit supplemental programming information not otherwise expressly required in the Subcontract in any form or manner.

6. Assistance by Mirvac

Mirvac may assist the Subcontractor with the preparation of a programme, schedule of other information required by the Subcontract. The Subcontractor must co-operate with Mirvac and comply with Mirvac's directions in relation to the preparation of programmes, schedules and other information.

7. Subcontractor's Obligations

- 7.1 Unless otherwise directed or agreed by Mirvac, the Subcontractor must maintain progress in accordance with either the Subcontractor's Programme or Programme Information, and the Short Range Schedule.
- 7.2 Unless expressly provided otherwise, any assistance, approval, issuing, requirement or direction given by Mirvac under Clauses 1 to 6 of this Schedule will not:
- (a) relieve the Subcontractor of its obligations under the Subcontract;
 - (b) constitute or be construed as an order or instruction for a variation to the Subcontract Works; or
 - (c) entitle the Subcontractor to claim an extension of time.
- 7.3 Compliance with Clauses 2, 3 and 5 of this Schedule by the Subcontractor is a condition precedent to the Subcontractor's entitlement to an extension of time under Clause 9 of the Subcontract Terms.

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SCHEDULE 3

SCHEDULE OF QUALITY REQUIREMENTS

1. Generally

- 1.1 The Subcontract Works must be performed in accordance with the Subcontract as well as any other procedures to achieve quality as defined in AS/NZS ISO 9000-2000, and this must be documented, implemented and monitored, such that no deficiencies or non-conformances remain in the Subcontract Works at Substantial Completion.
- 1.2 The Subcontractor must implement a quality assurance (QA) system for the Subcontract Works that is generally in accordance with the requirements of AS/NZS ISO 9000-2000 series.
- 1.3 Prior to commencement of the Subcontract Works the Subcontractor must review their proposed quality system with Mirvac and obtain Mirvac's approval to implement the system.
- 1.4 The Subcontractor's QA system and records may be audited by Mirvac at any time during the course of, and after completion of the Subcontract Works. The Subcontractor must co-operate with Mirvac in this regard and provide reasonable access to quality records.
- 1.5 Notwithstanding any statements to the contrary in any part of the technical specifications, terms of the Subcontract or the Subcontractors Quality System, no part of the quality system shall be used to pre-empt, preclude or otherwise negate the technical requirements of the contract documents. The quality system is to be in aid in recording conformance or otherwise with the Subcontract documents and in no way will it relieve the Subcontractor of its responsibility to comply with Subcontract documents.

2. QA System Requirements

2.1 Staff Organisation

The Subcontractor must appoint a management representative (quality manager) who will be responsible for the Subcontractors QA system for the Subcontract Works (including any works provided by suppliers to the Subcontractor) and for the Subcontractor's participation in Mirvac's overall QA system. Mirvac may nominate a Project quality assurance representative (PQAR) who will be responsible for Mirvac's Project QA System.

2.2 Inspection ~~and Test Plans (ITP)~~

The Subcontractor must develop a system of planned inspection and tests to verify the supply, ^{and} ~~manufacturing and~~ construction process of the Subcontract Works. ~~The ITP must identify the acceptance criteria for any particular part of the Subcontract Works, and be able to establish conformance to the specified requirements. The ITP and all associated checklists, must be approved by Mirvac for use on the Subcontract Works prior to commencement.~~

2.3 Non Conformances

The QA system must identify and document instances where the functioning of the Quality System or Works do not comply with the requirements of the Subcontract documents. A summary of non-conformances and corrective actions shall be issued to Mirvac monthly (or as otherwise agreed). The Subcontractor must implement a conformance completion system involving progressive listing and sign off of defects, outstanding work and non-conformances, leading to Substantial Completion.

2.4 The Subcontractor must ensure that their QA system is applied to all components of the Subcontract Works that are provided by subcontractors and suppliers to the Subcontractor.

2.5 Inspection Measuring and Test Equipment

The QA system must require that all testing and measuring equipment be regularly checked for accuracy and records of calibration certificates be kept on the Project.

2.6 Internal Auditing

The Subcontractor must ensure that planned and documented quality audits are carried out on all aspects of the Subcontractor's Quality System and also that of their suppliers and subcontractors.

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The Subcontractor must provide Mirvac with a copy of the following QA system documentation;

- Project Quality Plan including an organisational chart setting out reporting responsibilities, to be submitted before Works commence.
- Inspection and test plans and any associated checklists, to be submitted before Works commence.
- Inspection reports, testing and commissioning results.
- Details of proposed internal and independent audits and copies of the associated audit reports.
- Non-conformance/corrective action summary report to be submitted monthly.
- Calibration records and test results of all inspection measuring and test equipment used in the Subcontract Works.
- Quality records as detailed within the Subcontract Works Specifications.
- Quality assurance records that may be requested by Mirvac from time to time.

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SCHEDULE 4

SCHEDULE OF FACILITIES

The Subcontractor must provide all facilities necessary for the execution of the Subcontract Works unless otherwise stated in this Schedule 4.

1. Lighting

- 1.1 Lighting in areas to be used in common with others for the purpose of access **will/will not** be provided by Mirvac.
- 1.2 Task lighting **will/will not** be provided by Mirvac.

2. Electricity

- 2.1 Installation of 1 ø 240 volt power to the Site **will/will not** be provided by Mirvac.
- 2.2 Installation of 3 ø 415 volt power to the Site **will/will not** be provided by Mirvac.
- 2.3 Installation of 1 ø 240 volt power to power boards located in the general work area **will/will not** be provided by Mirvac. If provided by Mirvac it will be provided in locations determined by Mirvac generally within 30 metres of the work and accommodation areas.
- 2.4 Installation of 3 ø 415 volt power outlets at locations determined by Mirvac in the general work area **will/will not** be provided by Mirvac. If provided by Mirvac number of outlets will be provided.
- 2.5 Cost of connections of the power referred to in Clauses 2.1 and 2.2 of this Schedule **will/will not** be borne by Mirvac.
- 2.6 Cost of connections of the power referred to in Clauses 2.3 and 2.4 of this Schedule **will/will not** be borne by Mirvac.
- 2.7 Installation of 1 ø 240 volt power to Site sheds **will/will not** be provided by Mirvac.
- 2.8 Cost of electricity provided **will/will not** be borne by Mirvac.
- 2.9 Cost of electricity will only be borne by Mirvac when used for the following purposes:

-
- 2.10 The Subcontractor must supply leads, plug tops and safety lead stands.
 - 2.11 Cost of all lead and equipment testing **will/will not** be borne by Mirvac.
 - 2.12 Mirvac may impose reasonable restrictions on the use of electricity supply where others require the use of the electricity supply.

3. Accommodation

- 3.1 Space for erection of sheds **will/will not** be provided by Mirvac.
 - 3.2 Mirvac shall provide the following sheds, accommodation and related equipment (if nothing stated - nil):
-
- 3.3 The Subcontractor must provide accommodation other than the accommodation to be provided by Mirvac in Clause 3.2 of this Schedule (to a standard and in a location acceptable to Mirvac), including change rooms, store rooms and offices which are:
 - (a) necessary to comply with legislation, awards, industrial agreements, the Site agreement or Mirvac's requirements; or
 - (b) required for the proper execution of the Subcontract Works.

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- 3.4 The Subcontractor must maintain all sheds, accommodation and related equipment used by the Subcontractor.

4. Plant and Equipment

- 4.1 Mirvac shall provide the following plant and equipment (if nothing stated - nil):
-

- 4.2 The Subcontractor must clean all plant and equipment after use and make good damage other than normal wear and tear.

5. Toilet Accommodation and Washing Facilities

- 5.1 Mirvac will provide the following toilet accommodation and washing facilities (if nothing stated - nil);
-

6. Cold Water

- 6.1 Mirvac will provide the following cold water facilities (if nothing stated - nil);
-

- 6.2 Mirvac will determine the location of the water supply. Mirvac may change the location of the water supply as construction proceeds.

7. First Aid

- 7.1 First aid facilities **will/will not** be provided by Mirvac.

- 7.2 If provided, the Subcontractor must pay to Mirvac \$..... for each treatment of its personnel.

8. Personnel Movement and Materials Handling

- 8.1 Mirvac must provide the following personnel movement facilities (if nothing stated - nil):
-

Period of provision:

Hours of provision:

- 8.2 Mirvac shall provide the following hoisting facilities (if nothing stated - nil):
-

- 8.3 Mirvac shall provide the following crainage facilities (if nothing stated - nil):
-

- 8.4 Mirvac shall provide the following horizontal materials handling facilities (if nothing stated - nil):
-

- 8.5 Where facilities are to be provided by Mirvac under this Clause:

- (a) they will only be provided while they are required for Mirvac's purposes;
- (b) the Subcontractor will be allowed reasonable use of the facilities, subject to the need of Mirvac or others engaged on the Project; and
- (c) the Subcontractor must provide Mirvac with details of personnel and materials to be moved and the proposed date and time.

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8.6 The Subcontractor must load and unload materials from facilities.

8.7 The Subcontractor must pay the following for the facilities provided by Mirvac under this Clause:

.....
If provided outside the hours referred to in this Clause:
.....

9. Scaffolding

9.1 Scaffolding for which initial supply, erection and final removal will be carried out by Mirvac:
Location:

.....
Type and extent:
.....

Duration:
.....

9.2 Adjustment and moving of scaffolding and/or planks **will/will not** be carried out by Mirvac. If by Mirvac, the number of adjustments/movements will not exceed:

9.3 Cost of hire of scaffolding **will/will not** be borne by Mirvac.

The period of hire will not exceed:
.....

9.4 If:

- (1) the type of extent of scaffolding;
- (2) the number of movements or adjustments of scaffolding; or
- (3) the duration of supply of scaffolding supply by Mirvac for use by the Subcontractor,

differ from those stated in this Clause 9 and Mirvac thereby incurs additional costs then the Subcontractor must pay to Mirvac those costs together with a reasonable amount for overhead and profit.

9.5 The Subcontractor must supply, erect, adjust, dismantle, re-erect where necessary and finally remove the following scaffolding:

9.6 All scaffolding, whether supplied by Mirvac or the Subcontractor, must comply with the requirements of all relevant authorities.

10. Telephones

Mirvac **will/will not** provide a telephone. Type of telephone:
.....

11. Safety Equipment

The Subcontractor must provide all handrails, safety screens, coverings to floor openings, safety harness and the like which are:

11.1 necessary to comply with the Subcontractor's EH&S Management Plan and legislation, awards, industrial agreements, the Site agreement or Mirvac's requirements; or

11.2 required for the safe and proper execution of the Subcontract Works and the protection of persons and property.

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12. Subcontractor's Allowances

For the purposes of Clause 2.3 of the Subcontract Terms, the facilities to be provided by the Subcontractor include but are not limited to the following:

Lighting	First Aid
Electricity	Hoisting
Accommodation	Scaffolding
Plant and Equipment	

13. Setting Out Information

Mirvac **will/will not** provide information to enable the Subcontractor to:

- 13.1 set out the Subcontract Works; and
- 13.2 establish levels for the Subcontract Works by reference to an established datum or benchmark on or adjacent to the Subcontract Works.

The following information will be provided (if nothing stated - nil):

14. Parking

Mirvac **will/will not** provide any parking spaces. If parking spaces are being provided Mirvac will not be liable to the Subcontractor, and the Subcontractor shall itself be liable, for any and all claims, costs, losses and other liabilities arising from or in connection with the parking spaces (including, without limitation, for any claim for damage or theft).

15. Other Services (if nothing stated - nil):

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SCHEDULE 5

FORM OF UNCONDITIONAL UNDERTAKING

This Undertaking ("this Undertaking") made the _____ day of _____ 20____

By _____

(hereinafter called "the Bank")

For the benefit of:

Mirvac, its successors and assigns (hereinafter called "Mirvac")

Whereas

- A. By contract dated the _____ day of _____ 20____ ("Subcontract")
[_____] (hereinafter referred to as "the Subcontractor") entered into an agreement with
Mirvac for the completion of the Subcontract Works as described.
- B. Pursuant to the provisions of the Subcontract, the Subcontractor is to provide security to Mirvac.

Now This Agreement Witnesses

At the request of the Subcontractor and the Bank and in consideration of Mirvac accepting this undertaking:

1. The Bank unconditionally undertakes and covenants to pay to Mirvac on demand without reference to the Subcontractor and notwithstanding any notice given by the Subcontractor to the Bank not to pay same, any sum or sums which may from time to time be demanded in writing by Mirvac to a maximum aggregate sum of [_____] dollars (\$ _____).
2. The Bank's liability under this Undertaking shall be a continuing liability and shall continue until payment is made under this Undertaking of the said maximum aggregate sum or Mirvac notifies the Bank that this Undertaking is no longer required.
3. The liability of the Bank under this Undertaking shall not be discharged or impaired by reason of any variation or variations (with or without the knowledge or consent of the Bank) in any way of the stipulations or provisions of the Subcontract or the Subcontract Works (as defined in the Subcontract) or acts or things to be executed, performed and done under the Subcontract or by reason of any breach or breaches of the Subcontract by the Subcontractor or Mirvac.
4. This Undertaking shall be governed by and construed in accordance with the laws for the time being of the State or Territory where the site in relation to which the Subcontract Works are being performed is situated.

The parties have hereunto executed this Undertaking the day and year first hereinbefore written.

Signed for and on behalf of _____)
_____)
by its duly constituted Attorney _____)
under Power of Attorney No. _____)
_____)
in the presence of _____)
_____)
_____)

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SCHEDULE 6

SCHEDULE OF INSURANCES

1. PUBLIC and PRODUCT LIABILITY

Subcontractor's Public and Product liability insurance with

Limit of Cover (if nothing stated - \$20,000,000.00 in respect of any single occurrence):

Policy Number:

Expiration Date:20...

Policy must:

- (a) be effective by the earlier of the date of the Subcontract or the commencement of the Subcontract Works and must be maintained until the later of the expiry of the Defects Liability Periods (including Second Defects Liability Periods) or the completion of the making good of Defects;
- (b) be effected by a reputable insurer approved by Mirvac and must cover the risks as are customary, together with:
 - .1 all losses and liabilities referred to in clause 14.2 of the Subcontract Terms;
 - .2 workers recourse claims, including worker to worker claims (being the liability for accidents where a worker is injured by the negligent act of another worker of a different employer) and on site injury claims (being the liability for an injury suffered by a worker resulting from a breach of duty at common law, under statute or otherwise); and
 - .3 completed operations; and
- (c) name Mirvac as a Named Insured (or indemnify Mirvac's liability as Principal) for liability arising out of the Subcontract works.

2. WORKERS COMPENSATION

Worker's compensation Insurance with

The Subcontractor must ensure that its Workers Compensation insurance complies with all relevant laws, including with respect to the level/amount of cover.

Policy Number:

Expiration Date:20...

Workers' compensation policies must:

- (a) be effective by the earlier of the date the Subcontract was made or the commencement of the Subcontract Works and must be maintained until the later of the expiry of the Defects Liability Periods (including Second Defects Liability Periods) or the completion of the making good of Defects; and
- (b) cover against any liability loss claim or proceeding whatsoever whether arising by virtue of any statute relating to worker's or accident compensation or employers' liability or any statutory re-enactment thereof or regulatory scheme of like nature or at common law as a result of personal injury or death of any person employed by the Subcontractor (including employee, directors and principals) in or about the execution of the Subcontract Works.

3. PLANT AND EQUIPMENT

Subcontractor required to effect insurance of loss or damage to the Subcontractor's plant and equipment: **YES/NO.**

Insurance of loss or damage to the Subcontractor's plant and equipment with

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Limit of Cover: \$..... Policy Number: Expiry Date: 20...

Policy must be:

- (a) effective by the earlier of the date the Subcontract was made or the commencement of the Subcontract Works and must be maintained until the Date of Substantial Completion of the Subcontract Works.
- (b) sufficient to ensure the repair or replacement of plant and equipment upon loss or damage thereto.

4. PROFESSIONAL INDEMNITY

Subcontractor required to effect professional indemnity insurance: YES/NO

Professional indemnity insurance with

Limit of Cover (if nothing stated \$5,000,000 with one automatic reinstatement): with one automatic reinstatement.

Policy Number: Expiration Date: 20...

Policy must:

- (a) be approved by Mirvac;
- (b) be effective before the Subcontractor commences professional duties whether in respect of design, specification, supervision or otherwise and must be maintained for not less than 7 years after the expiry of the Defects Liability Periods (including Second Defects Liability Periods).

5. MOTOR VEHICLE INSURANCE

The Subcontractor must effect and maintain Motor Vehicle insurance. This requirement is mandatory.

The details of the Subcontractor's Motor Vehicle Insurance are as follows:

Motor vehicle insurance with

The Motor vehicle insurance has a Third Party Liability Limit of (if nothing stated \$20,000,000):

.....

Policy Number:

Expiration Date: 20...

Policy must be effected and maintained in force for the period of the Subcontract and cover registered motor vehicle third party liability insurance in respect of all motor vehicles (which expression shall include:

- (i) any item of plant or equipment which is licensed as a motor vehicle or which is required to be so licensed in accordance with the requirements of any statute; and
- (ii) any unregistered vehicles, plant and equipment which are capable of being registered and which might be used in areas which might be considered public roads for the purposes of the Motor Accidents Act),

belonging to or under the physical or legal care or custody of the Subcontractor in connection with the Subcontract Works or in connection with the Subcontract or any activity directly or indirectly connected therewith.

6. OTHER

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Contract Works Insurance: Mirvac will effect and maintain Contract Works insurance in respect of the Project. The Subcontractor is liable for the deductible/excess applicable to the Contract Works Insurance. Mirvac will provide the Subcontractor with a copy of the Certificate of Currency relating to such insurance upon request.

[Specify if any other insurances required to be effected. If none stated, not applicable].

7. CROSS LIABILITY PROVISIONS

The provisions of this clause 7 apply only to the Public and Product Liability insurance to be effected by the Subcontractor under clause 1 above.

- 7.1 Wherever insurance is effected in joint names, the policy of insurance shall provide that insofar as the policy may cover more than one insured all insurance and endorsements shall operate in the same manner as if there were a separate policy of insurance covering each party comprising the insured.
- 7.2 The policy shall provide further that the insurer waives all rights, remedies or relief to which it might become entitled by subrogation against any of the parties comprising the insured and that failure by any insured to observe and fulfil the terms of the policy shall not prejudice the insurance in regard to any other insured.
- 7.3 The policy shall provide further that its cover extends to each and every claim that might be made by any employee of the Principal, Mirvac or the Subcontractor or any subcontractor of the Subcontractor or any other subcontractor of Mirvac.

8. INSURANCE CONDITIONS

- 8.1 All insurances effected by the Subcontractor shall be subject to the approval of Mirvac as to the adequacy and terms of insurance and unless otherwise agreed with, Mirvac shall be effected specifically for the Subcontract Works and the Subcontractor shall provide all such documentation, information and assistance as may be required by Mirvac in this regard. Without limiting the generality thereof, Mirvac may require the Subcontractor to insure with a particular insurer.
- 8.2 The Subcontractor shall before proceeding with the Subcontract Works, lodge with Mirvac satisfactory evidence that all insurances have been effected and are current including copies of current policy documents and certificates of currency and shall lodge evidence of their renewal from time to time throughout the period of the Subcontract.
- 8.3 All insurances to be effected and maintained by the Subcontractor pursuant to this Subcontract must:
 - (a) without affecting any other obligation under this Subcontract, provide a principal's indemnity in favour of Mirvac; and
 - (b) act as primary insurance such that any insurance effected by Mirvac is not called upon to contribute to any claim made on the Subcontractor's insurance.

9. INSURANCE EXCESSES

The Subcontractor is liable for, and must promptly pay, all excess amounts applicable to or payable in connection with any insurances effected or otherwise taken out for or in respect of the Subcontract Works and/or the Subcontract, including those to be effected and maintained by Mirvac.

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SCHEDULE 7

SCHEDULE OF PROGRESS CLAIM REQUIREMENTS

1. All *Progress Claims* are to be submitted to the following Mirvac address:

Address: (insert Site Address here)

[Redacted Address]

Attention: Mirvac Project Manager / Project Manager (delete one)

2. All Progress Claims must be in the form set out below and include the following items and information to constitute a valid Progress Claim:

- A **Subcontract Works Claim Schedule** in a format acceptable to Mirvac preferably in accordance with the Pro-Forma attached (Mircac can provide copies of this in digital format for use by the Subcontractor). As a minimum, the Subcontract Works Claim Schedule is to show a break-up of the Subcontract Works on a level by level basis (or as otherwise agreed with Mirvac), and is to show the following for each item in the break-up:
 - Previous Claims: % Claimed and Value Claimed
 - This Claim: % Claimed and Value Claimed
 - Total Claims: % Claimed and Value Claimed
- A **Variations Summary Claim Schedule** in a format acceptable to Mirvac.
- A **Declaration for Remuneration, Workers Compensation and Payroll Tax** – in format attached as Schedule 17;
- All progress claims and invoices must reference the Subcontract number.
- Up to date receipts for payment of superannuation for all workers employed by the Subcontractor.
- Up to date receipts for payment of redundancy for all workers employed by the Subcontractor.
- Up to date receipts for payment of top up insurance for all workers employed by the Subcontractor.
- Certificate of Currency for **Workers Compensation** insurance.
- Certificate of Currency for **Public Liability** insurance.
- Certificate of Currency for **Professional Indemnity** insurance (if required under Schedule 6).
- A statement detailing the Subcontractor's work, health and safety statistics for the month in which the progress claim is made.
- A statement detailing the name and address of all other projects on which the Subcontractor is working at the time of its progress claim, including the name of the Contractor for whom those works are being performed.
- The Subcontractor must enter into and provide to Mirvac a warranty in the form contained in the **Schedule 11: Schedule of Subcontractor's Warranty**.

3. The following persons are authorised signatories for any Declarations signed on behalf of the Subcontractor:

Authorised Signatory #1: _____

Authorised Signatory #2: _____

4. A valid tax invoice (in accordance with clause 10.2(b)) must be issued to Mirvac as a pre-condition of any payment to the following email address:

- Where the Site is in NSW, to nswinvoices@mirvac.com;
- Where the Site is in Victoria, to vicinvoices@mirvac.com;
- Where the Site is in Queensland, to qldinvoices@mirvac.com;
- Where the Site is in Western Australia, to wainvoices@mirvac.com.

All tax invoices must be in the form set out below.

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Form of Progress Claim

Mirvac Constructions (Qld) Pty Limited (ACN 088 536 476)

DATE :

PROGRESS CLAIM NO :

FOR WORKS EXECUTED UP UNTIL :

INVOICE NO :

PREPARED BY :

CONTRACT NO :

^^ContractNo^^

CONTRACT WORKS SUMMARY - Refer Breakdown

Item	Description	Amount (\$)	Value claimed to date	% Claimed to date	Amount previously claimed (\$)	% complete	Amount this claim (\$)
1	Work Element 1 -	\$0.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00
2	Work Element 2 -	\$0.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00
3	Work Element 3 -	\$0.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00
TOTALS		\$0.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00

VARIATION WORKS SUMMARY- Refer Breakdown

1	Work Element 1 -	\$0.00	\$0.00	0%	\$0.00	0.00%	\$0.00
2	Work Element 2 -	\$0.00	\$0.00	0%	\$0.00	0.00%	\$0.00
3	Work Element 3 -	\$0.00	\$0.00	0%	\$0.00	0.00%	\$0.00
TOTALS		\$0.00	\$0.00	0.00%	\$0.00	0.00%	\$0.00

SCHEDULE OF RATES - Refer Breakdown

1		\$0.00	\$0.00	0%	\$0.00	0.00%	\$0.00
TOTALS		\$0.00	\$0.00		\$0.00		\$0.00
COMPLETE CONTRACT SUM (EX GST)		\$0.00	\$0.00		\$0.00		

	AMOUNT THIS CLAIM (EX GST)
--	-----------------------------------

\$0.00

Please provide the following with your Progress Claim (Please tick)

- Statutory Declaration Stating Payment
- 1 To All Employees And Suppliers
 - 2 CBUS Insurance
 - 3 CTAS Insurance
 - 4 Public Liability Insurance
 - 5 Workers Compensation

☐
☐
☐
☐
☐

TOTAL TO DATE \$0.00

Less: Previously Certified \$0.00

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Claim For Period \$0.00
 Add: GST \$0.00
 Payable (10%)
 Total Amount \$0.00
 Due & Payable

N.B. Retention will be deducted from this claim if no bank guarantee

Form of Valid Tax Invoice

^^ContrName^^	
^^CAddr^^, ^^CSuburb^^, ^^Pstate^^, ^^CPCCode^^	
^^ABN^^	
Job Ref	^^JobDesc^^
Job No.	^^Job^^
Job Address:	^^SiteAddr1^^, ^^SiteSuburb^^, ^^SiteState^^, ^^SitePCode^^
Invoice No.:	
Invoice Date:	
Purchase Order Number	^^ContractNo^^
To:	
Mirvac Constructions (Qld) Pty Limited (ACN 088 536 476)	
<i>email the invoice to the relevant state using one of the following email addresses listed below.</i>	
nswinvoices@mirvac.com vicinvoices@mirvac.com gldinvoices@mirvac.com wainvoices@mirvac.com	
Contact:	^^ConFName^^ ^^ConLName^^

TAX INVOICE

Description	Item Number	Qty	Unit Price	Sub-Total	GST Amount	Amount Payable (incl GST)
Product type 1	X1001	10	\$50.00	\$500.00	\$50.00	\$550.00
Product type 2	X1002	20	\$45.00	\$900.00	\$90.00	\$990.00
Product type 3	X1003	30	\$12.00	\$360.00	\$36.00	\$396.00
Product type 4	X1004	10	\$7.50	\$75.00	\$7.50	\$82.50
TOTALS				\$1,835.00	\$183.50	\$2,018.50

TOTAL (excl GST)	\$1,835.00
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TOTAL GST AMOUNT	
PAYABLE	\$183.50
TOTAL AMOUNT PAYABLE (incl GST)	\$2,018.50

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SCHEDULE 8

SCHEDULE OF HEALTH, SAFETY and ENVIRONMENTAL REQUIREMENTS

The Subcontractor warrants that it will comply with this Schedule 8.

A. General

Health, Safety and the Environment are central to Mirvac's core business values. Mirvac's vision is simple - a culture where incidents that compromise Health, Safety or the Environment are unacceptable. The Subcontractor must ensure that Mirvac's values and vision as they relate to Health, Safety and the Environment are achieved.

B. Definitions

In this Schedule 8:

"HSE" means Health, Safety and the Environment, which is the term used by Mirvac for the integration of occupational health and safety management as well as environmental management and sustainability and where the context requires, it means any one of them;

"HSE Management

Plan" means a document which identifies the occupational health and safety and environmental risks associated with the specific scope of works to be undertaken by the Subcontractor and the Subcontractor's personnel. The HSE Management Plan shall include as a minimum (and as each of the following relate to the Subcontractor):

- (1) A description of the Subcontract Works;
- (2) A policy signed and dated by senior management of the Subcontractor outlining strategic directions and objectives for health, safety and environment in the Workplace;
- (3) Details of responsibility and accountabilities for the key Subcontractor's personnel charged with health, safety and environmental management and supervisory duties;
- (4) An organisational chart showing the management reporting structure for HSE for the Subcontractor;
- (5) The qualifications and training of the key Subcontractor's personnel charged with HSE management and supervisory duties;
- (6) A JSEA or equivalent document detailing the hazards, risks and control measures to be implemented so that the Subcontract Works are performed in a manner that is safe and minimises risks to the environment;
- (7) The person that shall monitor and ensure the effectiveness of control measures detailed in the HSE Management Plan and JSEA being implemented;
- (8) Details on how inspection and audit of the implementation of the HSE Management Plan and JSEA will be undertaken, including by who and at what time intervals; A statutory declaration attesting to, and evidencing, the competency of all employees, agents or other workers that may or will operate plant and equipment;
- (9) A register of plant and equipment (including any electrical and lifting gear) to be used in the Workplace and on the Site and records of maintenance, inspection, and where relevant,

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registration by the Regulatory Authority;

- (10) A register of supply of personal protective equipment to the Subcontractor's personnel;
- (11) A register of training undertaken by employees or contractors to be engaged by the Subcontractor including OHS general industry induction/safety awareness training; training in the contents of the JSEA and in the company HSE Management Plan; risk management training for supervisors; and training in the use of any hazardous substances or dangerous goods to be used as part of the scope of Subcontract Works;
- (12) A register of Certificates of Competency held by persons that will be required to undertake tasks which require a certificate, including licenses held for any work classified as high risk work as prescribed by the National Standard for Licensing Persons Performing High Risk Work;
- (13) A register and risk assessment for any hazardous substances or dangerous goods to be used as part of the Subcontract Works and a Material Safety Data Sheet (with issue date not greater than 5 years) for each and every product or substance to be used;
- (14) A procedure for reporting Workplace incidents;
- (15) Details and certificates of currency for Workers Compensation and Public Liability Insurance;
- (16) Details of the provider for injury management and return to work services and the Subcontractor's Rehabilitation Policy, the name of its Rehabilitation Coordinator and a suitable duties register; and
- (17) Sign off and dated by a person who has the authority to ensure that the HSE Management Plan is followed.

"incident" includes any occurrence which results in actual or has the potential to cause injury or ill health or damage to the environment;

"Job Safety & Environment

Analysis" or "JSEA" means a Safe Work Method Statement or similar document which complies with the relevant provisions of the OHS laws in the State where the Project is being undertaken and used to identify task specific occupational health and safety and environmental management requirements applicable to the Workplace, the Site and the Subcontract Works and which includes as a minimum:

- (1) The name and registered office, ABN/ACN and contact details of the Subcontractor or any subcontractor engaged by the Subcontractor to undertake the Subcontract Works;
- (2) the signature and date of management of the Subcontractor or its Workplace and Site representative undertaking the Subcontract Works;
- (3) A description of how specific work tasks are to be carried out;
- (4) Identification of work activities assessed as having medium to high health and safety risks;
- (5) Identification of work activities assessed as having medium to high (significant) environment impacts;
- (6) Identification of all occupational health safety risks and environmental impacts relevant to the work activities to be completed;
- (7) A description of the control measures that will be applied to the work activities;

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- (8) List the person(s) responsible for ensuring the control measures are implemented;
- (9) Include a description of any plant, equipment or product/hazardous substances to be used in the Subcontract Works;
- (10) The qualifications of the Subcontractor's employees, contractors or agents that shall undertake the Subcontract Works; and
- (11) Identify any training or permits required to do the Subcontract Works.

“Workplace” means any place, area or location (including the Site) that a person is required to access to undertake their employment duties in the performance of, or in any way in connection with, the Subcontract Works.

“Principal Contractor” means a Principal Contractor as that term is defined in the OHS Laws.

Otherwise, unless the context requires otherwise, terms used in this Schedule 8 that are defined elsewhere in the Subcontract have the same meaning in this Schedule 8.

C. Primary HSE Obligations & Responsibilities of the Subcontractor

It is an essential requirement of the Subcontract that the Subcontractor and each of the Subcontractor's personnel:

- (1) comply with all Laws, including commencing any part of the Subcontract Works the Subcontractor's HSE Management Plan, including its JSEA. The Subcontractor's HSE Management Plan is subject to the review of Mirvac and must conform to Mirvac's requirements. In the event that Mirvac does not object to the HSE Management Plan, Mirvac will issue the Subcontractor with a Permit For Works To Proceed or its equivalent. The Subcontractor must not commence any works on the Site unless and until the Permit For Works To Proceed has been issued to the Subcontractor by Mirvac;
- (2) not do anything which may prevent a Principal Contractor from fulfilling the obligations imposed on it under the OHS Laws;
- (3) ensure the health, safety and welfare of the Subcontractor's personnel as well as any other persons at the Workplace or the Site;
- (4) ensure the Subcontract Works do not put at risk the health and safety of members of the public, Clients or others;
- (5) induct all workers and the Subcontractor's personnel prior to commencement of the Subcontract Works. Such induction must include workplace specific induction training and work activity induction training including the health safety environment control measures to be carried out for the work;
- (6) ensures that all incidents are immediately reported to Mirvac, properly investigated and that corrective actions are undertaken;
- (7) assist in the implementation of and encourage the establishment of workplace consultative arrangements, toolbox talks and other activities aimed at identifying, discussing and resolving health safety and environment issues;
- (8) conduct hazard identification and risk analysis on an ongoing basis to ensure safe systems of work are employed which minimises risks to people and minimises impacts on the environment;
- (9) if a risk to health, safety or the environment arises, comply with any direction given by Mirvac that the Subcontractor stop work immediately it is safe to do so and not resume work until directed by Mirvac;
- (10) perform all duties in a manner which will ensure their own and others health and safety;

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- (11) comply with all of Mirvac's policies & procedures made known to the Subcontractor from time to time, including Mirvac's Code of Conduct.
- (12) comply with the JSEA or equivalent and be actively involved in the JSEA consultation process.
- (13) not permit any person to commence works unless they have been inducted into the JSEA or equivalent for the Subcontractor's Workplace and Site activities.
- (14) report any damage to plant or equipment to Mirvac immediately.
- (15) use the correct tools & equipment. The Subcontractor must report immediately to Mirvac if there are any malfunctions and/or a need for repair.
- (16) follow all environment protection requirements stated in the Workplace and Site specific induction. The Subcontractor must immediately report to Mirvac any environmental incidents including any potential for or actual pollution that may occur at the Workplace and the Site or its surrounds;
- (17) observe all HSE rules and regulations relating to the Site;
- (18) be alert to potential safety hazards and environmental impacts at all times;
- (19) participate in the identification and elimination of safety hazards and environmental impacts;
- (20) report immediately to Mirvac any near miss, injury, and hazard, potential for pollution or defective equipment;
- (21) possess knowledge of how to implement safe and environment sensitive work practices using hazard identification, risk assessment and risk control techniques;
- (22) actively participate in HSE meetings, toolbox talks and other consultative arrangements;
- (23) actively participate in injury management, suitable duties and return to work programs;
- (24) actively participate in environment protection and remediation programs;
- (25) attend any training courses provided by Mirvac or its nominees;
- (26) supply and use the correct personal protective equipment provided. All personal protective equipment shall conform to the appropriate Australian/New Zealand Standard at all times and must include Head Protection, Occupational Protective Footwear, Hi Visibility Apparel, Protective Clothing, Eye Protection, Hearing Protection, Hand Protection, Ultra Violet Light Protection and any other personal protective equipment applicable to the Subcontract Works;
- (27) provide to Mirvac weekly records of number of the Subcontractor's personnel at the Workplace or the Site, and the hours worked;
- (28) provide to Mirvac weekly records of the rehabilitation status of workers on suitable duties or workers compensation;
- (29) ensure that all electrical plant and equipment, including power tools and leads, are tagged monthly;
- (30) participate in all relevant elements of the Workplace Risk Management Plan (WRMP) applicable to the Site and its implementation;
- (31) participate in induction including any sections of the WRMP relevant to work routines or areas of work and provide, participate and consult in the development of detailed workplace specific JSEA's. Persons attending inductions shall complete the Mirvac Group Workplace (and Site) Induction Record. Copies of all certificates of competency, licences and other qualifications as determined necessary to complete any work shall be copied and attached to the Record or where no copier is available the serial numbers of certificates of competency shall be recorded;

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- (32) at all times at the Workplace or the Site hold a current card or other agreed method for providing proof of completion of the workplace induction relevant to the Site. The induction card or other agreed method shall be provided at the Workplace or the Site specific induction and a photocopy of the card or other agreed method or record of its serial number shall be recorded on Mirvac Group Workplace Induction Record. Persons unable to demonstrate completion of OHS General Industry Induction/Safety Awareness Training (e.g. Green Card requirement in NSW) shall not be inducted and shall be excluded from the Workplace and the Site;
- (33) use a combination of communication processes, e.g. HSE committee/HSE consultation group/work group meetings, toolbox or pre-start talks and other consultative arrangements, each of the Subcontractor's personnel shall be consulted in regard to the hazards, risks and control measures that have the potential to impact on their health, safety or welfare and the environment and in particular the work activities they are to undertake including any changes to the scope of that work. Agreed consultative arrangements for the Workplace or the Site may be further outlined in a Mirvac Group Consultation Statement displayed prominently at the Workplace.
- (34) nominate the name and qualifications of the Subcontractor's supervisor(s);
- (35) ensure that all incidents involving injury, near miss or potential for or actual pollution (including any incident involving a serious injury or illness requiring off site hospitalisation, dangerous incident and potential or actual risk of material harm to the environment) are immediately recorded and reported to Mirvac;
- (36) nominate an employee to be elected as an HSE committee/HSE consultation group/work group member to attend the workplace HSE committee/HSE consultation group/work group meetings;
- (37) ensure that inspection and test records for plant and equipment to be used at the Workplace and the Site are made available by the Subcontractor or its Agents;
- (38) ensure that all employees or Agents engaged by the Subcontractor for the Subcontract Works hold the appropriate qualification, certification and task specific training that is required to perform the Subcontract Works including any additional refresher training that may be required;
- (39) ensure that all details of chemical products and hazardous substances or dangerous goods intended to be used at the Workplace and the Site are provided including a Material Safety Data Sheet (or Safety Data Sheet) that is applicable to each product, substance or goods;
- (40) ensure that product risk assessment and training is implemented for the use of any hazardous substances and dangerous goods used by each of the Subcontractor's personnel or Agents, including the precautions for both the use and the storage of the product and the person protective equipment required for use of the product;
- (41) ensure that detailed control measures are included in the JSEA, or equivalent, for all activities classed with a potential for medium to high risk of 'material' harm to the environment;
- (42) Where one or more workers at the Site request a Health and Safety Representative (HSR), participate in the election of a HSR and commence the negotiation and agreement of a work group or work groups within 14 days or where the nature of the work warrants this or is so directed by Mirvac;
- (43) inform Mirvac if it intends to in turn subcontract any works and provide details of how it will ensure that the subcontractor meets all of the included requirements of this document;
- (44) ensure that all plant and equipment or other goods supplied to Mirvac comply with relevant Australian/New Zealand standards, industry codes of practice or standards or manufacturers recommendations; and

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- (45) immediately notify Mirvac when any corrective work which it has been instructed to undertake has been completed. A record of HSE instructions and their timely close-out must be maintained at all workplaces.
- (46) Ensure that all mains supplied electrical tools and equipment is tested and tagged each month by a licensed electrician, in accordance with the relevant Code of Practice or industry standard. Quarantine from use any equipment that does not conform until it has been rectified.
- (47) Remove and dispose of all waste from the Site in a lawful and proper manner and otherwise to the satisfaction of Mirvac.

D. HSE Management Plan Submission

The HSE Management Plan, including the JSEA or equivalent, to be prepared by the Subcontractor must:

- (1) outline the health safety environment control measures to be undertaken to complete a specific work activity at the Workplace or the Site and be specific to the Subcontract Works;
- (2) be "Site Specific" and relate to building/construction work activities to ensure that any potential safety hazards and associated risks are identified and suitable systems are in place to ensure the health and safety of the Subcontractor's personnel undertaking a particular activity or task and minimise the impacts on the environment;
- (3) be developed by the Subcontractor and where the Subcontractor lacks the necessary resources to develop its own HSE Management Plan, the Subcontractor may request that permission to use the Mirvac Group HSE Management Plan proforma.
- (4) where practicable, be developed by a composition of the Subcontractor's personnel or Agents including, supervisors, leading hands, employees and employers that are directly involved in a particular work activity, i.e. developed through a consultative approach;
- (5) include as a minimum:
 - a. A description of the Subcontract Works;
 - b. A company policy signed and dated by senior management outlining strategic directions and objectives for health, safety and environment in the Workplace;
 - c. Details of responsibility and accountabilities for key personnel charged with health, safety and environment management and supervisory duties;
 - d. An organisational flow chart showing the management reporting structure for HSE;
 - e. The qualifications and training of key personnel charged with health, safety and environment management and supervisory duties;
 - f. The nominated person trained as a Workplace Health and Safety Officer or HSE Representative where 30 or more employees or contractors are to be engaged by the Subcontractor at the specific workplace;
 - g. A JSEA or equivalent document detailing the hazards, risks and control measures to be implemented so that job tasks to be undertaken can be done so in a manner that is safe and minimises risk to the environment;
 - h. The person that shall monitor the effectiveness of control measures detailed in the HSE Management Plan and JSEA or equivalent are being implemented;
 - i. Details on how inspection and audit of the implementation of the HSE Management Plan and JSEA or equivalent shall be undertaken, by who and at what time intervals;

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- j. A register of plant and equipment (including any electrical and lifting gear) to be used in the Workplace and records of maintenance, inspection and where relevant registration by the Regulatory Authority;
 - k. A statutory declaration attesting to, and evidence of, the competency of all employees, agents or other workers that may or will operate plant and equipment where licensing is not required and that all such individuals hold a level of experience and competency necessary for the safe operation and use of the plant and equipment at all times;
 - l. A register of supply of personal protective equipment to employees or contractors engaged by the Subcontractor;
 - m. A register of training undertaken by employees or contractors to be engaged by the Subcontractor including OHS general industry induction/safety awareness training; training in the contents of the JSEA and in the company HSE Management Plan or their equivalent, risk management training for supervisors; and training in the use of any hazardous substances or dangerous goods to be used as part of the scope of works;
 - n. Details of Workplace consultation arrangements for workers, including employees or contractors engaged by the Subcontractor to undertake the work;
 - o. A register of Certificates of Competency held by persons that shall be required to undertake tasks which require a certificate, including licenses held for any work classified as high risk work as prescribed by the National Standard for Licensing Persons Performing High Risk Work;
 - p. A register and risk assessment for any hazardous substances or dangerous goods to be used as part of the scope of works and a Material Safety Data Sheet (with an issue date not greater than 5 years) for each and every product or substance to be used;
 - q. A procedure for reporting incidents relating to injury; near miss, environment, plant or other;
 - r. Details and certificates of currency for Workers Compensation and Public Liability Insurance; and
 - s. Details of the provider for injury management and return to work services
- (6) be audited for compliance and reported to Mirvac in accordance with the Mirvac Workplace Risk Management Plan.
- (7) be submitted to Mirvac prior to the commencement of work at the Site such that Mirvac has sufficient time to review the plan using the Mirvac Group Permit for Works To Proceed before the Subcontractor intends to commence works at the Site. The effectiveness of the Subcontractor's implementation of the HSE Management Plan, including the JSEA or equivalent, will be undertaken by Mirvac personnel on an ongoing basis. That is, formally through weekly inspections carried out by the HSE committee and additional formal weekly inspections carried out by the area foreman or other appointed personnel using Mirvac Group Workplace Health Safety Environment Inspection.

E. Corrective Action Responses

Should the Subcontractor feel that satisfactory action has not been taken on a reported Health, Safety or Environment concern; the following procedure should be adopted:

- (1) The Subcontractor shall notify either: the HSE representative (where elected); the HSE committee representative (where elected); Mirvac's Workplace Health and Safety Officer; or Mirvac's Workplace Manager and in all events Mirvac's representative on Site;

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- (2) The above nominated representative and the Subcontractor must then consult with Mirvac's Workplace Manager;
- (3) Where the HSE issue is still not satisfactorily resolved, the parties shall advise the HSE committee or other consultative group which shall convene a meeting to discuss the issue;
- (4) The HSE committee or other consultative group shall consider the HSE issue and make recommendation on the action required to resolve the issue;
- (5) Where resolution of the issue cannot be achieved at a workplace level, Mirvac's Construction Manager and Division/Regional HSE Manager shall be consulted and provide a directive or seek specialist advice from the Mirvac Group Manager Health Safety Environment;
- (6) Should the matter still remain unresolved at the Workplace level Mirvac's Workplace Manager shall (subject to the approval of the Construction Manager) contact the relevant statutory authority to assist in resolution of the issue; and
- (7) Where the relevant statutory authority is consulted any decision made by the authority will be binding.

F. Consequences for failing to comply

Without limiting any other provision of the Subcontract, a failure by the Subcontractor, the Subcontractor's personnel or their agents to comply with the requirements of this Schedule 8 shall be deemed to a substantial breach of the Subcontract. Additionally, and without limiting Mirvac's rights elsewhere under the Subcontract, if the Subcontractor the Subcontractor's personnel or their agents fails to comply with the requirements of this Schedule 8, Mirvac:

- (1) may (at the expense and risk of the Subcontractor) direct the cessation of the Subcontract Works or any part of them, until such time as occupational health and safety management requirements or environmental management requirements are adhered to by the Subcontractor to the satisfaction of Mirvac, and Mirvac may recover all costs and losses of so doing from the Subcontractor as a debt due to Mirvac. This right also applies to plant and equipment that does not comply with statutory requirements, OHS requirements, Australian Standards, Manufacturers specifications or Codes of Practice or Industry Standards and in which event the relevant plant or equipment may be confiscated or isolated by Mirvac. Confiscated or isolated plant or equipment must not be used until they comply with statutory requirements, OHS requirements, Australian Standards, Manufacturers specifications or Codes of Practice or Industry Standards; and
- (2) reserves the right of dismissal from the Workplace or the Site of any individual person identified as having engaged in gross or dangerous misconduct in relation to imminent and serious potential for risks to occupational health and safety or potential impacts of material harm on the environment and to further report any serious act to the relevant statutory authorities to consider criminal proceedings.

G. Notification and reporting obligations

The Subcontractor must promptly notify Mirvac in writing of any incident, lost time injury, property or environmental damage which occurs during the performance of the Subcontract Works under the Subcontract and:

- (1) notify Mirvac immediately in writing of any notifiable incident under OHS Laws which occur during the performance of the Subcontract;
- (2) provide a written report within 5 days of any such notifiable incident to Mirvac setting out details of the incident, including the results of any investigation into the cause and recommendations for prevention of a reoccurrence;
- (3) provide all documents and information including a copy of its incident investigation report in relation to an incident if requested by Mirvac.

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H. Provision of information

The Subcontractor must report to Mirvac on a monthly basis the following key performance indicators:

- (1) number of lost time injuries;
- (2) number of working days lost due to injury;
- (3) the prognosis of any injured worker, the status of any damaged property, environmental damage; and
- (4) the progress of the implementation and outcomes of any corrective actions, status of return to work plans and identification of workers on alternate duties.

I. Safety audit

- (1) Without limiting Mirvac's rights to conduct an audit under any other term of the Subcontract, the Subcontractor must conduct itself, or allow Mirvac or another third party appointed by Mirvac to conduct, an audit of the Subcontractor's compliance with its health and safety obligations.
- (2) If the Subcontractor is required to conduct an audit under this clause it must do so within the time reasonably required by Mirvac and promptly report in writing to Mirvac on the outcome of the audit.
- (3) If Mirvac conducts an audit under this clause the Subcontractor must cooperate with Mirvac and provide access, at all reasonable times and on reasonable notice, to:
 - a. data, records and any other information in the possession or control of the Subcontractor; and/or
 - b. the Subcontractor's personnel for the purpose of obtaining information for the audits.
- (4) If an auditor identifies any breach of the OHS Laws, the Subcontractor must, within a reasonable timeframe given the nature of the breach and at its own cost, do all things necessary to remedy that breach.
- (5) The Subcontractor must supply to Mirvac such information about the OHS management systems as requested by Mirvac and must at all times keep Mirvac informed of all relevant information that becomes known to the Subcontractor concerning the safe use, supply and maintenance and/or storing of plant or substances.

J. National Greenhouse and Energy Reporting Act 2007 (NGER Act)

Mirvac discloses that it may be required to comply with the provisions of the NGER Act and to report on and disseminate information relating to greenhouse gas emissions, greenhouse gas projects, energy production and energy consumption, and for other purposes. In the event that Mirvac or any related entity is required to comply with the provisions of the NGER Act, as may be notified by Mirvac to the Subcontractor from time to time, then the Subcontractor agrees to promptly and at its own cost:

- (1) procure and make available to Mirvac, in a form and at the times requested by Mirvac, all information, data and other documents requested or sought by Mirvac such that Mirvac (and any related entity) can comply with its obligations under the NGER Act; and
- (2) do all things necessary or requested by Mirvac to ensure that Mirvac (and any related entity) is not in breach of its obligations under the NGER Act.

K. Non-Compliance with Health, Safety and Environmental Requirements

Without limiting any other provision of this Subcontract (including clauses 3.8, 14 and 23 of the Subcontract Terms), if the Subcontractor breaches a provision of the Subcontract relating to environmental, health and / or safety matters, such breach including a failure to comply with:

- (1) the Schedule of Health, Safety and Environmental Requirements;
- (2) the HSE Requirements;

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- (3) the Environmental Laws; or
- (4) the OHS Laws,

the Subcontractor must immediately pay to Mirvac by way of liquidated damages the amount of \$50,000.

Any payment made by the Subcontractor under this paragraph K of Schedule 8 shall be a debt due and owing from the Subcontractor to Mirvac and may be deducted from progress payments, from moneys retained or from the unconditional banker's undertakings provided by the Subcontractor under the Subcontract.

The Subcontractor agrees that the amount of liquidated damages payable under this paragraph K of Schedule 8 is an agreed and genuine pre-estimate of Mirvac's administrative and management costs arising from a breach by the Subcontractor of a provision of the Subcontract relating to environmental, health and / or safety matters. Nothing in this clause limits or affects Mirvac's right to claim and be paid damages for any other loss arising from a breach by the Subcontractor of a provision of the Subcontract relating to environmental, health and / or safety matters.

L. Alcohol & Other Drug Procedure

The Subcontractor must have an approach to managing drug and alcohol issues which ensures none of the Subcontractor's personnel attending the Workplace or the Site do so under the influence of alcohol or other drugs.

The Subcontractor must comply with (and ensure that the Subcontractor's personnel comply with) Mirvac's Alcohol & Other Drug Procedure, as amended from time to time (**Alcohol & Other Drug Procedure**). The Subcontractor acknowledges the Alcohol & Other Drug Procedure was provided to it as part of the tender process. If the Subcontractor requires another copy of the Alcohol & Other Drug Procedure it will be provided to the Subcontractor on written request.

If instructed by Mirvac, the Subcontractor must remove from the Site any of the Subcontractor's personnel who attend the Workplace or the Site under the influence of alcohol or other drugs. The Subcontractor must comply immediately with Mirvac's instruction and must ensure that these personnel do not return to the Site without the prior written approval of Mirvac.

M. Sustainability

In January 2014 Mirvac Group launched its strategy for a sustainable future called 'This Changes Everything' (details of which may be accessed at <http://www.mirvac.com/Sustainability/Overview/>).

The Subcontractor agrees to:

- (1) provide all reasonable assistance to enable Mirvac to achieve the goals set out in This Changes Everything;
- (2) use its best endeavours to contribute to sustainable business operations;
- (3) have a written environmental policy (which will be provided to Mirvac on request);
- (4) use its best endeavours to have a written environmental management plan which identifies and minimises the energy, water and waste impacts of the works undertaken by the Subcontractor; and
- (5) ensure the Subcontractor's personnel attend all sustainability educational programs delivered or arranged by Mirvac which aim to increase awareness of environmental & social sustainability issues.

N. Diversity and Discrimination

The Subcontractor:

- (1) must ensure the Subcontractor's personnel respect any differences relating to culture, gender orientation, sexual preference and religion that exist at the Site or within any Mirvac workplace;
- (2) agrees discrimination, bullying or harassment or any acts of violence, including violence against women, will not be tolerated at the Site or any Mirvac workplace;
- (3) agrees to take reasonable action to resolve misconduct relating to the Subcontractor's personnel; and
- (4) agrees Mirvac may manage complaints of discrimination, bullying, harassment or violence at the Site or within a Mirvac workplace relating to the Subcontractor's personnel.

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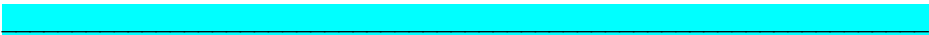
O. Vendor Code of Conduct

The Subcontractor warrants that it has read and understood, and agrees to be bound by, the Mirvac Vendor Code of Conduct (details of which may be accessed at <http://www.mirvac.com/contact-us/vendors>).

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SCHEDULE 9

SCHEDULE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS



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SCHEDULE 10

SUBCONTRACT SUM

Insert a detailed breakdown of Subcontract Sum

(including detailed listing of any Provisional Sums)



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SCHEDULE 11

SCHEDULE OF SUBCONTRACTOR'S WARRANTY

THIS DEED POLL is made on, 20.....

By.....ABN.....

of.....("the Subcontractor").

RECITALS:

- A. The Subcontractor and Mirvac Constructions (Qld) Pty Limited (ACN 088 536 476) entered into an agreement to perform the Works (**Subcontract**).
- B. It is a requirement of the Subcontract that the Subcontractor execute this Deed Poll for the benefit of the Beneficiaries.

OPERATIVE PROVISIONS

The Subcontractor warrants and agrees, for the benefit of the Beneficiaries, that:

1. Commencing on the Date of Practical Completion of the Project, the Works will:
 - (a) satisfy the requirements of the Subcontract;
 - (b) be completed with Materials of a merchantable quality;
 - (c) be fit for their intended purposes; and
 - (d) be completed in a proper and tradesmanlike manner.
2. There are no Defects in the Works known to the Subcontractor which have not been notified in writing to Mirvac.
3. The Works are clear of all liens and encumbrances.
4. The Subcontractor indemnifies the Beneficiaries against all loss, damage, cost and expense (**Losses**) which the Beneficiaries suffer or are liable for arising out of the Subcontractor's failure to achieve Substantial Completion by the Date for Substantial Completion.
5. The Subcontractor indemnifies the Beneficiaries against all Losses which the Beneficiaries suffer, or are liable for, arising out of or in connection with the Subcontractor's breach of the Subcontract or any negligent act or omission of the Subcontractor.
6. Commencing on the Date of Practical Completion of the Project, the parts of the Subcontract Works described in the first column of the table in Schedule 1 to this Deed Poll will satisfy and comply fully with the requirements of the Subcontract for a duration the greater of:
 - (i) the duration (if any) in the second column of the table in Schedule 1 to this Deed Poll; and
 - (ii) 10 calendar years.
7. The Beneficiaries may assign the benefits and rights under this Deed Poll.
8. This Deed Poll is governed by the Governing Law.

WORKS: means the whole of the work to be executed in accordance with the Subcontract by the Subcontractor, including variations provided for by the Subcontract.

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PROJECT: [Project]

BENEFICIARIES: Mirvac Constructions (Qld) Pty Limited (ACN 088 536 476)

[Principal]

[Others]

GOVERNING LAW: Laws of the State of Queensland

Unless the context requires otherwise, terms used in this deed that are defined in the Subcontract have the same meaning in this deed.

SCHEDULE 1 – WARRANTY ITEMS AND PERIODS

Column 1 - Description of part of Subcontract Works covered by this Deed Poll and the warranty / guarantee	Column 2 - Duration of warranty / guarantee
#####	## YEARS
#####	## YEARS
The balance of the Subcontract Works (ie. parts of the Subcontract Works not covered above)	10 YEARS

Executed as a **DEED POLL**.

Executed by **Insert**)
(ABN Insert) in accordance with section 127 of)
the Corporations Act 2001:)
)

Director/Company Secretary

Director

Name of Director/Company Secretary
(BLOCK LETTERS)

Name of Director
(BLOCK LETTERS)

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SCHEDULE 12

SCHEDULE OF SUPPLIERS WARRANTY

THIS DEED POLL is made on, 20.....

By.....ABN.....
of.....("the Supplier").

RECITALS:

- A. The Supplier wishes to supply or has supplied..... ("the Product")
to.....("Subcontractor") for the project known as
.....("the Project").
- B It is a requirement imposed by Mirvac Constructions (Qld) Pty Limited (ACN 088 536 476) on the
Subcontractor that the Supplier warrant that the Product will satisfy the relevant requirements of the
Specification.
- C. The Specification ("Specification") is dated, titled
.....and consists of pages.
- D. The Supplier has agreed to execute this Deed Poll.

THIS DEED WITNESSES THAT THE SUPPLIER HEREBY COVENANTS, WARRANTIES, GUARANTEES AND AGREES with and for the benefit of the persons named in Schedule 1 to this deed as follows:

1. Commencing on the Date of Practical Completion of the Project, the Product will satisfy and comply
fully with the requirements of the Specification for a duration not less than:
- (i) the duration (if any) in the second column of the table in Schedule 2 to this Deed; and
- (ii) 10 calendar years.
2. Commencing on the Date of Practical Completion of the Project, the Product will be of merchantable
quality and fit for its intended purpose.
3. The persons named in Schedule 1 may assign the benefits and rights accrued under this Deed Poll.
4. This Deed Poll is governed by and constructed in accordance with the laws of the State in which the
Project is situated.

Unless the context requires otherwise, terms used in this deed that are defined in the Subcontract have the same
meaning in this deed.

SCHEDULE 1 - PERSONS NAMED IN THE SCHEDULE TO THE DEED

Mirvac Constructions (Qld) Pty Limited (ACN 088 536 476)

[Principal]

[Other]

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SCHEDULE 2 – WARRANTY ITEMS AND PERIODS

COLUMN 1 - DESCRIPTION OF PRODUCTS COVERED BY THIS DEED AND THE WARRANTY/GUARANTEE	COLUMN 2 - DURATION OF WARRANTY/GUARANTEE
#####	## YEARS
#####	## YEARS

EXECUTED AS A DEED POLL by:

EXECUTED by #####)
PTY LIMITED)
(ABN #####))
pursuant to s127(1) of the)
Corporations Act 2001 (Cth))
in the presence of:

.....
Director/Secretary

.....
Print Name

.....
Director

.....
Print Name

SCHEDULE 13

SCHEDULE OF INDUSTRIAL REQUIREMENTS

The Subcontractor warrants that it will comply with the following requirements:

1. The Subcontractor shall comply with all legislative requirements at its cost including, without limitation, in respect of industrial matters, all State and Federal legislation and codes of conduct which apply or may apply to the Subcontract Works or the Site.
2. The Subcontractor shall ensure that all persons it retains (as employees or otherwise) are paid at the rates and on the conditions prescribed by any relevant award, agreement, determination or judgment.
3. The Subcontractor must:
 - (i) comply with the requirements for good and lawful industrial relations at the Site and which are appropriate to or for this Site; and
 - (ii) manage all industrial relations matters concerning the Subcontract Works.

The Subcontractor shall be liable to Mirvac and the Principal for, and indemnifies each of them from and against, any and all costs, losses, expenses or damages arising from or in connection with any industrial dispute arising out of or in connection with, or which in any way impacts upon, the Subcontractor's performance of the Subcontract.

Further, the Subcontractor indemnifies Mirvac and the Principal from and against any claim, action and/or proceedings whatsoever in respect of the Subcontractor or its employees and which arise from or in connection with any industrial action that occurs in consequence of a failure of the Subcontractor or its employees to comply with the requirements of this Schedule 13 or any other statutory requirements relating to industrial relations.

4. The Subcontractor is liable for and must pay as and when it falls due all superannuation and redundancy in respect of the Subcontractor's employees. The Subcontractor shall indemnify and keep indemnified Mirvac and the Principal against any claim whatsoever by any party in respect of the Subcontractor's employees in connection with superannuation and redundancy.
5. The Subcontractor must provide to Mirvac with each progress claim (and as a pre-condition to payment of any amount assessed by Mirvac as being payable in respect of that progress claim) a list of all of its employees who have worked on the project during the preceding month and proof that they have been paid all amounts due and owing to each of them, in accordance with the relevant Laws, including statutes, awards, regulations, orders and other lawful arrangements.
6. The Subcontractor acknowledges that it has informed itself of all industrial requirements concerning the site and that the Subcontract Sum is deemed to include all relevant and necessary allowances which are or may become due and payable in connection with the Subcontract Works.
7. The Subcontractor has included in the Subcontract Sum for an audit by an independent auditing agency as required with respect to financial records associated with employment of labour.
8. The Subcontractor must ensure that all subcontractors the Subcontractor engages for the Subcontract Works also comply with the requirements stated or referred to in this Schedule 13.
9. The Subcontractor is deemed to have made full allowance in the Subcontract Sum for all costs and expenses relating to or arising from compliance with the requirements stated or referred to in this Schedule 13.

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SCHEDULE 14

SCHEDULE OF RATES

1. All rates nominated in this Schedule of Rates are fixed for the duration of the Subcontract.
2. This Schedule of Rates shall be used for payment in respect of additions and/or deletions to the Subcontract Works and for the valuation of claims for payment in accordance with the Subcontract Terms.
3. All rates shall be inclusive of costs for management, administration, supervision, overheads, profits, Workers Compensation and all other insurances, payroll tax and all other taxes, customs duty, escalation of prices and wages to Substantial Completion, safety measures and costs complying with all obligations under the Subcontract.
4. All rates including a **labour** component shall be inclusive of the costs of supervision and associated costs, wages paid, all award payments and all other allowances and payments which are or may become due and payable in respect of each of the Subcontractor's personnel.
5. All rates including a **supply** component shall be inclusive of all costs for materials, equipment, plant, labour, procurement, payment of fees, transportation, handling (on and off site), delivery, storage, wastage, and complying with the specification and testing as necessary.
6. All rates including an **installation** component shall be inclusive of all costs for materials, equipment, plant labour, supervision, procurement, transportation, handling (on and off site), delivery, payment of fees, setout, storage, wastage, environmental controls, safety, cleaning, protection (including removal), complying with the specification and testing as necessary, commissioning, and certification.
7. All rates involving **plant or equipment** shall be inclusive of the costs of depreciation, fuel, electricity, consumables, registration, transportation, and delivery to and removal from site.
8. All rates are exclusive of GST.
9. The Subcontract's rates are:

Description of Work	Rate

If there are none, insert "Not Applicable"

SCHEDULE 15

SCHEDULE OF DESIGN REQUIREMENTS

The Subcontractor warrants that it will comply with the following requirements:

1. Design by the Subcontractor

The Subcontractor must, in accordance with the Subcontract (including this Schedule) and without prejudice to Clause 3 of this Schedule, design those parts and components of the Subcontract Works which the Subcontract Documents (including any scope of works) state are to be designed by the Subcontractor ("Design Obligations").

The Design Obligations include the development, correction and finalisation of any preliminary design included in or attached to the Subcontract and the undertaking of all tasks necessary to design, document, develop, correct, specify and finalise all designs for those parts and components of the Subcontract Works which the Subcontract Documents state are to be designed by the Subcontractor.

The Subcontractor must properly perform the Design Obligations and the Subcontractor warrants that all such designs and the Subcontract Works generally, when complete, will be fit for their intended purpose and will each comply in all respects with:

- (a) the Subcontract Documents and all documents attached to, forming part of and/or referred to in the Subcontract;
- (b) the requirements of all Laws and all Authorities;
- (c) the highest and best standards;
- (d) all standards and codes issued from time to time by Standards Australia (an incorporated body formerly known as Standards Association of Australia) and any other standards and codes relating to quality assurance or otherwise; and
- (e) the requirements of Mirvac and any consultant requested by Mirvac from time to time,

(hereinafter collectively referred to as the "Mircac's Design Requirements").

In the event of any discrepancy between the Mirvac Design Requirements, the Subcontractor shall be deemed to have allowed for the higher standard, quantum or quality and which higher standard, quantum or quality shall, unless otherwise directed by Mirvac, apply.

The Subcontractor must:

- (i) carry out the Design Obligations and submit design information under Clause 6 of this Schedule at the times requested by Mirvac and otherwise in accordance with any programme approved by Mirvac (Design Programme).
- (ii) co-ordinate its performance of the Design Obligations, all designs (created by or for the Subcontractor) and all other related matters with the designs and/or requirements of all other consultants and all Authorities having jurisdiction over Subcontract Works;
- (iii) ensure that all designs created by or for the Subcontractor comply with and satisfy all of the requirements, including any restrictions, easements and other limitations arising from, relating to or imposed by the Site or the Subcontract Works and any designs prepared or provided by Mirvac or its consultants. In this regard, the Subcontractor will be liable for any additional costs arising from or in connection with any amendments or modifications approved by Mirvac and that may be required to the designs or documents of any other consultant for the Project or which otherwise arise as a consequence of or in connection with the designs created by or for the Subcontractor;
- (iv) undertake all testing (to Mirvac's satisfaction) in respect of each of the Design Obligations and issue to Mirvac, as a requirement for achieving Substantial Completion, all certificates that may be required by Mirvac or any Authority having jurisdiction over Subcontract Works. As a minimum, Mirvac will require the Subcontractor to provide as a requirement for achieving Substantial Completion certificates by independent consultants certifying, amongst other things, that:
 - (1) the Subcontract Works comply with the Subcontract;
 - (2) unless otherwise stated in the certificate, there are no defects in the designs or the Subcontract Works; and

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- (3) that the Subcontract Works can be lawfully used and occupied.

2. Mirvac's Requirements, Information and Co-ordination

- 2.1 The Subcontractor warrants that it has carefully checked the documents attached to, forming part of and/or referred to in the Subcontract, including any preliminary design, and that all such documents are suitable, appropriate, correct and adequate for their stated purpose or, if no purpose is stated, their intended purpose.
- 2.2 The Subcontractor acknowledges and agrees that the Design Obligations include the obligation to identify and correct any and all deficiencies, defects, faults, errors and omissions in any designs, including any preliminary design, provided or made available to the Subcontractor and the Subcontractor agrees that it will be entirely liable for all such deficiencies, defects, faults, errors and omissions.
- 2.3 The Subcontractor must take all steps necessary from time to time to clarify and confirm Mirvac's Design Requirements.

3. Professional Services

- 3.1 The Subcontractor has represented that it has the necessary skill, experience and ability to perform the Design Obligations and to co-ordinate and complete the Subcontract Works. The Subcontractor acknowledges that Mirvac has entered into this Subcontract in reliance upon such representations and that the Subcontractor has the necessary skill, experience and ability to carry out the Design Obligations and co-ordinate and complete the Subcontract Works.
- 3.2 The Subcontractor must carry out the Design Obligations with the degree of professional skill, care and diligence expected of a specialised consultant experienced in providing services equal or similar to those required to properly perform the Design Obligations.
- 3.3 The Subcontractor must effect and maintain on terms and in a form acceptable to Mirvac and appropriate to the Subcontractor's activities, professional indemnity insurance, such insurance including cover in respect of liability arising from a breach of a professional duty or from a negligent act, error or omission by the Subcontractor or its personnel in accordance with the Schedule of Insurances.

4. Design

- 4.1 The Subcontractor warrants that the Design Obligations will:
- (a) be undertaken only by or under the direction and direct control of properly and suitably qualified and experienced consultants, including architect, engineer or surveyor as appropriate, and each such consultant having not less than 5 years relevant practical experience; and
 - (b) be performed in accordance with the requirements of the Subcontract and all relevant Laws and the requirements of all Authorities.
- 4.2 Whenever requested by Mirvac, the Subcontractor must provide to Mirvac all calculations, certificates and other information relating to designs created by or for the Subcontractor. This may include the requirement that the Subcontractor issue with each progress claim a certificate (in the form of a statutory declaration) given by the author of any part of the design of the Subcontract Works and which is on terms acceptable to Mirvac, such terms including that the author of the design:
- (i) has inspected the Site and the Subcontract Works; and
 - (ii) certifies that, unless disclosed in the certificate, all completed parts of the Subcontract Works (to which its design(s) relate) have been undertaken in accordance with, and comply with, its design(s) and the requirements of the Subcontract.
- 4.3 Mirvac may engage a suitably qualified consultant to review the suitability of the designs created by or for the Subcontractor. If any designs created by or for the Subcontractor are found to be faulty, defective, inconsistent with the requirements of this Schedule or unsuitable, without prejudice to Mirvac's other rights, the Subcontractor shall immediately correct same and will be liable to Mirvac for all costs suffered or incurred by Mirvac from or in connection with such fault, defect, inconsistency or unsuitability.

5. Copyright

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The provisions relating to copyright are contained in Clause 7.3 of the Subcontract Terms.

In any event, the Subcontractor must procure that copyright in the designs (other than copyright for proprietary items manufactured for general sale and proprietary systems) is assigned to, and will vest in, Mirvac upon their creation. The Subcontractor must do everything necessary to perfect such assignment and vesting. Mirvac grants to the Subcontractor a licence to use the designs for the Subcontractor's performance of its obligations under the Subcontract.

6. Design Development

- 6.1 (a) All designs created by or for the Subcontractor as part of its performance of the Design Obligations must be submitted to Mirvac for review in accordance with the Design Programme and, in any event, at a time and in a manner which will allow Mirvac a reasonable time (such time not to be less than 14 days) to review and comment on such designs. The designs must be revised and re-submitted promptly, if required by Mirvac, to the satisfaction of Mirvac. If any designs are rejected, the Subcontractor must promptly re-submit amended designs to Mirvac and Mirvac will (at the Subcontractor's risk, including time and cost) have a further 14 days to review such designs.
- (b) Reviews undertaken or comments by or on behalf of Mirvac, will not alter or relieve the Subcontractor of its obligations under this Subcontract and the Subcontractor will at all times remain liable for all Design Obligations, including all designs created by or for it.

Mirvac does not assume or owe any duty of care to the Subcontractor:

- (1) to (and is under no obligation to) review or check; or
- (2) in reviewing or checking,

any designs submitted by the Subcontractor for errors, omissions, defects, faults, discrepancies, inconsistencies, ambiguities or compliance with the Subcontract.

- (c) The Subcontractor must not commence fabrication or construction of any part of the Subcontract Works until all relevant designs, including all "for-construction" documents, have been submitted to Mirvac in accordance with clause 6.1(a) of this Schedule and Mirvac has had at least 14 days to review such designs and has not rejected them.
- 6.2 Where required by Mirvac, all designs created by or for the Subcontractor must be reviewed by a properly qualified and experienced independent consultant ("the Reviewing Consultant") acceptable to Mirvac. The Reviewing Consultant must provide a written certification to a level of detail and in a format approved by Mirvac and the written certification must be included with the documents to be submitted pursuant to and in accordance with Clause 6.1 of this Schedule.
- 6.3 The Subcontractor must ensure that:
- (a) any Reviewing Consultant providing written certification in accordance with Clause 6.2 of this Schedule effects and maintains professional indemnity insurance for not less than the amount specified in the Schedule of Insurances in respect of liability arising from a breach of professional duty or from a negligent act, error or omission by the Reviewing Consultant or its personnel in accordance with the Schedule of Insurances as if references to the Subcontractor in that Schedule were references to the Reviewing Consultant;
- (b) the Reviewing Consultant providing the written certification, upon request, provides Mirvac with evidence of the terms and currency of the insurance policy referred to in Clause 6.3(a) of this Schedule; and
- (c) the Reviewing Consultant, if requested by Mirvac, complies with the requirements of Clause 7 of this Schedule.
- 6.4 Mirvac reserves the right to appoint an authorised representative or consultant to review any designs created by or for the Subcontractor and the Subcontractor must co-operate fully with that representative or consultant.

7. The Consultant

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In the event that the Subcontractor has entered into (or intends to enter into) an agreement ("**the Consultative Agreement**") with a third party ("**the Consultant**") for the performance of any services in relation to the design the following will apply:

- 7.1 The Subcontractor must ensure:
- (a) the execution of the Consultative Agreement by the Subcontractor and the Consultant;
 - (b) the Consultant executes a Deed of Adherence and Warranty in the format shown in Annexure A hereto at the time the Consultative Agreement is executed; and
 - (c) a copy of the Deed of Adherence and Warranty, executed by the Consultant, is provided to Mirvac as soon as practicable after execution.
- 7.2 In the event of the termination of this Subcontract or termination of the Subcontractor's employment the Subcontractor must assign, if requested by Mirvac and then on such terms requested by Mirvac, the benefit of the Consultative Agreement to Mirvac.
- 7.3 Without the prior written consent of Mirvac, the Subcontractor must not either:
- (d) terminate the Consultative Agreement; or
 - (e) change any provisions of the Consultative Agreement.
- 7.4 At least 10 days prior to the provision by the Subcontractor of any design brief or other information to the Consultant, the design brief or other information must be submitted to Mirvac for review in accordance with Clause 6 of this Schedule.

8. General

- 8.1 The Subcontractor acknowledges and agrees that it:
- a) accepts total responsibility for and assumes the risk of all increased costs and expenses or damages and losses, including those arising from or in connection with delay or disruption; and
 - b) will not be entitled to any increase in the Subcontract Sum, any additional payment or any extension of time for reaching Substantial Completion,
- arising out of or in connection with the requirements of this Schedule, including any direction given by Mirvac under or in connection with this Schedule.
- 8.2 The Subcontractor must keep available on the Site for the use of Mirvac, Mirvac and any person authorised by Mirvac, one complete set of the designs, the Subcontract Documents and any other documents issued to the Subcontractor for the Subcontract Works.
- 8.3 The Subcontractor's obligations and warranties given by it under the Subcontract and this Schedule remain unaffected notwithstanding:
- (a) that design work (including any preliminary design) has been carried out by or on behalf of Mirvac and attached to the Subcontract;
 - (b) the involvement of any consultant;
 - (c) any supervision, receipt or review of, or comment or direction on, or approval of or expression of satisfaction or dissatisfaction by or on behalf of Mirvac or any consultant;
 - (d) any direction given by Mirvac pursuant to the Subcontract, including this Schedule;
 - (e) any change to the designs or method of work or alteration to the materials to be incorporated in the Subcontract Works directed by Mirvac;
 - (f) the making available to or the provision to the Subcontractor by or on behalf of Mirvac (whether before or after the date of the Subcontract) of any information or data relating to the Design Obligations, the Subcontract Works or the Site, including any of the Mirvac Design Requirements; or

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(g) any variation.

- 8.4 In this Schedule, a reference to designs includes all design documentation, including without limitation, all drawings, plans, specifications, reports, models, samples, calculations, shop drawings and anything else necessary for the Subcontractor to satisfy its obligations under the Subcontract and to achieve Substantial Completion of the Subcontract Works.

Further, and unless the context otherwise requires, any term used in this Schedule which is defined in the Subcontract Terms shall have the meaning given to that term in the Subcontract Terms.

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ANNEXURE A

THE FORMAT OF THE DEED OF ADHERENCE AND WARRANTY

THIS DEED POLL is made on the _____ day of _____ 20..., between

1. **MIRVAC**; and

2. _____ ABN _____ of _____

(**"the Consultant"**).

RECITALS

- A. Mirvac has entered into (or intends to enter into) an Agreement with(**"the Client"**) for the design and construction of a project at known as(**"the Project"**).
- B. Mirvac has entered into (or intends to enter into) a Subcontract (**"the Subcontract"**) with (**"the Subcontractor"**) for the design (**"the Design"**), supply and installation of
- C. The Subcontractor has engaged (or intends to engage) the Consultant in a consultative capacity (**"the Consultative Agreement"**) to provide services (**"the Services"**) which include but are not limited to:
- [list services to be provided]**
- D. A copy of the Consultative Agreement is attached hereto and marked

THIS DEED POLL WITNESSES

1. The Consultant warrants to Mirvac that:
- 1.1 The Design will be fit for its intended purpose;
- 1.2 The Design will satisfy the requirements of the Subcontract;
- 1.3 Without limiting the generality of Clause 1.2;
- [list specific stipulations from specification, etc].**
2. The Consultant must perform its obligations under the Consultative Agreement for the benefit of Mirvac and the Subcontractor.
3. The Consultant acknowledges that Mirvac will rely upon the performance by the Consultant of its obligations under the Consultative Agreement in order for Mirvac to perform its obligation to the Client (and its assigns) in relation to the Project.
- 4.
- 4.1 Prior to commencing to perform the Services, the Consultant must effect a professional indemnity insurance policy for an amount of (amount in words - if nothing stated \$5 million) and maintain the policy for a period of six (6) years after completion of the Project.
- 4.2 The policy must be in a form and with an insurer reasonably acceptable to Mirvac.
- 4.3 Mirvac may inspect the policy and the Consultant must not change the policy without Mirvac's prior written consent.

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5. If the Subcontract is terminated or the Subcontractor's employment is terminated, the Consultant must do all things necessary to novate its obligations under the Consultative Agreement to the benefit of Mirvac immediately upon a written offer by Mirvac to satisfy the Subcontractor's obligations to the Consultant pursuant to the Consultative Agreement.
6. The Consultant must:
 - 6.1 co-operate and co-ordinate its Services with the Subcontractor, Mirvac and other consultants and contractors associated with the Project;
 - 6.2 carry out the Services with the degree of professional skill, care and diligence expected of a professional consultant providing the same or similar services;
 - 6.3 comply with instructions from Mirvac regarding:
 - (a) the Project safety policy;
 - (b) the Project quality assurance policy;
 - (c) attendance at meetings; and
 - (d) inspections and reports in relation to the Services.
7. The Consultant acknowledges that without the prior written approval of Mirvac it must not:
 - 7.1 terminate the Consultative Agreement;
 - 7.2 agree to any changes to the Consultative Agreement;;
 - 7.3 subcontract all or any part of the Services.
8. Nothing in this Deed Poll imposes an obligation on Mirvac,

EXECUTED AS A DEED POLL BY:

THE COMMON SEAL OF)
 #)
 was affixed to this document in the)
 presence of:)

.....
 Secretary

.....
 Director

.....
 Name (Please Print)

.....
 Name (Please Print)

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SCHEDULE 16

SCHEDULE OF EXPERT APPRAISAL

1. Commencement

The Expert Appraisal Process ("**the Process**") will commence with the acceptance by an Expert of the appointment to appraise the dispute in accordance with this Schedule.

2. Submissions on the Dispute

- 2.1 Within 14 days of the date of the commencement of the Process, the party issuing the notice identifying the particulars of the dispute ("**Referror**") must provide to the Expert a copy of the Contract, a written submission on the dispute and at the same time must provide a copy of its submission to the other party ("**Respondent**").
- 2.2 Within 14 days after the provision of the above submission, the Respondent must provide to the Expert and to the Referror a written response to the Referror's written submission.
- 2.3 Within 14 days after the provision of the Respondent's response under Clause 2.2, the Referror may provide a written response.
- 2.4 If the Expert decides that further information or documentation is required to appraise the dispute the Expert may:
- 2.4.1 require a further written submission or documents from either or both parties, giving each party a reasonable opportunity to make a written response to the other's submission; and
- 2.4.2 call a conference between the parties and the Expert in accordance with Clause 3.

3. Conference on the Dispute

- 3.1 If the Expert decides that a conference between the parties is necessary the Expert must arrange for a conference at a venue and time convenient for the parties and must notify them accordingly.
- 3.2 At least 5 days prior to the conference the Expert must inform the parties in writing of any specific matters he wishes to be addressed at the conference.
- 3.3 At the time and place notified for the conference the parties must appear before the Expert and may make oral representations in respect of the matters notified to them in accordance with Clause 3.2.
- 3.4 At the conference the Expert may permit the making of further submissions and the provision of further information as may be fair and expedient in the circumstances.
- 3.5 Transcripts of the conference must be taken and made available to the Expert and the parties.

4. Appraisal of the Dispute

- 4.1 As expeditiously as possible, but not later than 3 months after the commencement of the Process, unless the time has been extended by agreement between the parties, the Expert must advise the parties in writing of his appraisal of the dispute.
- 4.2 Where the Expert's appraisal contains:
- 4.2.1 a clerical mistake;
- 4.2.2 an error arising from an accidental slip or omission;
- 4.2.3 a material miscalculation of figures or a material mistake in the description of any thing or person; or
- 4.2.4 a defect in form,

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the Expert may make the correction.

5. Procedural Rules

- 5.1 Neither party may communicate directly or indirectly with the Expert in respect of any matter relating to the dispute or the Contract other than in accordance with this Schedule.
- 5.2 At any conference the parties may have legal or other representation.
- 5.3 The conference must be held in private.
- 5.4 All proceedings and submissions relating to the Process must be kept confidential between the parties and the Expert. No information may be divulged to any other person, except with the prior written consent of the parties.

6. Termination

- 6.1 The Process will terminate upon the first to occur of the following:
- 6.1.1 the notification by the Expert of his appraisal;
 - 6.1.2 by the death of the Expert;
 - 6.1.3 by agreement of the parties upon the failure of the Expert to act through illness or other cause; or
 - 6.1.4 the expiration of 3 months after the commencement of the Process (unless extended by agreement of the parties).
- 6.2 If the Process terminates prior to the notification of the Expert's appraisal then the dispute will be appraised by a further expert appointed under Clause 13.1 of the Contract Terms.

7. Costs

Each party will bear its own costs and will share equally the costs of the Expert and the Process unless otherwise determined by the Expert. Security for costs must be deposited by both parties at the commencement of the Process at the direction of the Expert.

8. Conduct of Expert

- 8.1 The function of the Expert is to make an appraisal on the dispute as submitted by the parties, in accordance with this Schedule.
- 8.2 The Expert must make the appraisal according to the law and must conduct the Process in accordance with the requirements of procedural fairness.
- 8.3 The Expert must make the appraisal on the basis of information received from the parties and the Expert's own expertise. The appraisal will be made as an expert and not as an arbitrator.
- 8.4 The Expert is not bound by the rules of evidence.
- 8.5 The Expert must disclose all information and documents received from a party to the other party. The Expert must not consult with a party except in the presence of the other party except where a party fails to make a written submission or appear at any conference after having received due notice.
- 8.6 If the Expert becomes aware of circumstances that might reasonably be considered to adversely affect his capacity to act independently or impartially he must inform the parties immediately. In those circumstances the Expert must terminate the Process, unless the parties agree otherwise.

9. Release

If required by the Expert, prior to the commencement of the Process, the parties must release the Expert from any liability arising out of the conduct of the Process.

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10. Modification

Unless otherwise stated these Rules may be modified only by agreement of the parties and of the Expert.

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SCHEDULE 17

Statutory Declaration

Subcontractor

Subcontract Works

I, _____

of _____

(name)

(address)

declare as follows:

1. I am a director/partner of the Subcontractor and have the authority to make this declaration.
2. We have received progress payments on the above Works for work performed to _ / _ / 20_
3. All monies due and owing by us to our employees, contractors, suppliers and consultants in relation to the Project up to and including the date of this declaration have been duly paid in accordance with the terms and conditions of their respective contracts.
4. All remuneration, wages, superannuation, allowances and other entitlements payable to employees have been paid as legally required up to and including the date of this declaration.
5. Insurance policies as required under this Subcontract relating to the Works remain in force and all insurance premiums have been paid as required by the insurers.
6. At the date of this declaration the Subcontractor:-
 - (i) is registered for GST; and
 - (ii) is not in breach of any obligation or any agreement in respect of industrial matters all State and Federal legislation and codes of conduct which apply or may apply to the Works or the Site.
7. All persons introduced to the site of the works under the Subcontract by the Subcontractor:
 - (i) are appropriately trained and inducted;
 - (ii) have read and understand all relevant safe work method statements; and
 - (iii) have complied with and are complying with:
 - (1) all safe work method and other statements and management plans relating to the Site and the Subcontract Works; and
 - (2) the requirements of all laws, including as they relate to work, health and safety.
8. The Subcontractor has complied with and is complying with:
 - (i) all safe work method and other statements and management plans relating to the Site and the Subcontract Works; and
 - (ii) the requirements of all laws, including as they relate to work, health and safety
9. With the exception of any works described immediately below, all works and services (including design services) performed by the Subcontractor up to the date of this declaration have been properly performed and comply with the requirements of the Subcontract and the Subcontract Documents, including all applicable laws:

.....(describe any non conforming work).

I hereby indemnify Mirvac from and against any claim, cost, loss, expense or damages suffered pursuant to any breach of this declaration. And I make this declaration conscientiously believing the same to be true.

Date _____

Signature of Director/Partner

Signature of Witness

(Print Name)

(Print Name)

VERIFICATION:

* please cross out any text that does not apply:

I, a
[name of authorised witness] [qualification of authorised witness]

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certify the following matters concerning the making of this * statutory declaration/affidavit by the person who made it:

1. * I saw the face of the person OR * I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering.
2. * I have known the person for at least 12 months OR * I have not known the person for at least 12 months, but I have confirmed the person's identify using an identification document and the document I relied on was

.....
[describe identification document relied on]

.....
[signature of authorised witness]

.....
[date]

NOTE : THERE ARE SEVERE PENALTIES FOR THE MAKING OF FALSE DECLARATIONS.

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If the Site is situated in NSW, then the following declaration must also be provided:

Statutory Declaration

(Oaths Act (NSW) Eighth Schedule)

REGARDING WORKER'S COMPENSATION, PAYROLL TAX AND REMUNERATION (Note 1 – see back of form)

For the purposes of this Statement a "subcontractor" is a person (or other legal entity) that has entered into a contract with a "principal contractor" to carry out work.

This Statement must be signed by a "subcontractor" (or by a person who is authorised, or held out as being authorised, to sign the statement by the subcontractor) referred to in any of s175B *Workers Compensation Act 1987*, Schedule 2 Part 5 *Payroll Tax Act 2007*, and s127 *Industrial Relations Act 1996* where the "subcontractor" has employed or engaged workers or subcontractors during the period of the contract to which the form applies under the relevant Act(s). The signed Statement is to be submitted to the relevant principal contractor.

SUBCONTRACTOR'S STATEMENT (Refer to the back of this form for Notes, period of Statement retention, and Offences under various Acts.

Subcontractor: ABN:.....
(Business Name)

of
(Address of Subcontractor)

has entered into a contract with ABN:.....
(Business Name of Principal Contractor) (Note 2)

Contract number/identifier
(Note 3)

This Statement applies for work between:/...../..... and/...../..... inclusive (Note 4)

subject of the payment claim dated:/...../..... (Note 5)

I, a Director or a person authorised by the Subcontractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters which are contained in this Subcontractor's Statement and declare the following to the best of my knowledge and belief:

- (a) The abovementioned Subcontractor has either employed or engaged workers or subcontractors during the above period of this contract. Tick [] if true and comply with and complete (b) to (h) below, as applicable. If it is not the case that workers or subcontractors are involved or you are an exempt employer for workers compensation purposes tick [] and only complete (f) to (h) below. You must tick one box (Note 6)
- (b) All workers compensation insurance premiums payable by the Subcontractor in respect of the work done under the contract have been paid. The Certificate of Currency for that insurance is attached and is dated/...../..... (Note 7)

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- (c) All remuneration payable to relevant employees for work under the contract for the above period has been paid.
(Note 8)
- (d) Where the Subcontractor is required to be registered as an employer under the *Payroll Tax Act 2007*, the Subcontractor has paid all payroll tax due in respect of employees who performed work under the contract, as required at the date of this Subcontractor's Statement.
(Note 9)
- (e) Where the Subcontractor is also a principal contractor in connection with the work, the Subcontractor has in its capacity of principal contractor been given a written Subcontractor's Statement by its subcontractor(s) in connection with that work for the period state above.
(Note 10)
- (f) Every subcontractor, supplier and consultant to the Subcontractor and any other person or legal entity entitled to payment by the Subcontractor for or in connection with the Contract and the works the subject of this declaration has been paid all amounts and monies due and payable to it by the Subcontractor up to and including the date of this declaration.
- (g) All persons introduced to the site of the works under the Subcontract by the Subcontractor:
- (i) are appropriately trained and inducted;
 - (ii) have read and understand all relevant safe work method statements; and
 - (iii) have complied with and are complying with:
 - (1) all safe work method and other statements and management plans relating to the Site and the Subcontract Works; and
 - (2) the requirements of all laws, including the *Work Health and Safety Act 2011 (NSW)* and the *Work Health and Safety Regulation 2011 (NSW)*.
- (h) The Subcontractor has complied with and is complying with:
- (i) all safe work method and other statements and management plans relating to the Site and the Subcontract Works; and
 - (ii) the requirements of all laws, including the *Work Health and Safety Act 2011(NSW)* and the *Work Health and Safety Regulation 2011 (NSW)*.
- (i) With the exception of any works described immediately below, all works and services (including design services) performed by the Subcontractor up to the date of this declaration have been properly performed and comply with the requirements of the Subcontract and the Subcontract Documents, including all applicable laws:

.....(describe any non-conforming work).

AND I MAKE this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Act 1900*.

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SUBSCRIBED and DECLARED at)
this day of)
before me:)

Signature

.....
Name and Position

.....
A Justice of the Peace/Solicitor (Note 3)

VERIFICATION:

* please cross out any text that does not apply:

I, a
[name of authorised witness] [qualification of authorised witness]

certify the following matters concerning the making of this * statutory declaration/affidavit by the person who made it:

3. * I saw the face of the person OR * I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering.
4. * I have known the person for at least 12 months OR * I have not known the person for at least 12 months, but I have confirmed the person's identify using an identification document and the document I relied on was

.....
[describe identification document relied on]

.....
[signature of authorised witness]

.....
[date]

NOTE: Where required above, this Statement must be accompanied by the relevant Certificate of Currency to comply with section 175B of the Workers Compensation Act 1987.

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Notes

1. This form is prepared for the purpose of section 175B of the *Workers Compensation Act 1987*, Schedule 2 Part 5 *Payroll Tax Act 2007* and section 127 of the *Industrial Relations Act 1996*. If this form is completed in accordance with these provisions, a principal contractor is relieved of liability for workers compensation premiums, payroll tax and remuneration payable by the subcontractor.

A principal contractor can be generally defined to include any person who has entered into a contract for the carrying out of work by another person (or other legal entity called **the subcontractor**) and where employees of the subcontractor are engaged in carrying out the work which is in connection with the principal contractor's business.

2. For the purpose of this Subcontractor's Statement, a principal contractor is a person (or other legal entity), who has entered into a contract with another person (or other legal entity) referred to as the subcontractor, and employees/workers of that subcontractor will perform the work under contract. The work must be connected to the business undertaking of the principal contractor.
3. Provide the unique contract number, title, or other information that identifies the contract.
4. In order to meet the requirements of s127 *Industrial Relations Act 1996*, a statement in relation to remuneration must state the period to which the statement relates. For sequential Statements ensure that the dates provide continuous coverage.

Section 127(6) of the *Industrial Relations Act 1996* defines remuneration as '*remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees*'.

Section 127(11) of the *Industrial Relations Act 1996* states '*to avoid doubt, this section extends to a principal contractor who is the owner or occupier of a building for the carrying out of work in connection with the building so long as the building is owned or occupied by the principal contractor in connection with a business undertaking of the principal contractor*'.

5. Provide the date of the most recent payment claim.
6. For Workers Compensation purposes an exempt employer is an employer who pays less than \$7,500 annually, who does not employ an apprentice or trainee and is not a member of a group.
7. In completing the Subcontractor's Statement, a subcontractor declares that workers compensation insurance premiums payable up to and including the date(s) on the Statement have been paid, and all premiums owing during the term of the contract will be paid.
8. In completing the Subcontractor's Statement, a subcontractor declares that all remuneration payable to relevant employees for work under the contract has been paid.
9. In completing the Subcontractor's Statement, a subcontractor declares that all payroll tax payable relating to the work undertaken has been paid.
10. It is important to note that a business could be both a subcontractor and a principal contractor, if a business 'in turn' engages subcontractors to carry out the work. If your business engages a subcontractor you are to also obtain Subcontractor's Statements from your subcontractors.

Statement Retention

The principal contractor receiving a Subcontractor's Statement must keep a copy of the Statement for the periods stated in respective legislation. This is currently up to seven years.

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Offences in Respect of a False Statement

In terms of s127(8) of the *Industrial Relations Act 1996*, a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence if:

- (a) the person is the subcontractor;
- (b) the person is authorised by the subcontractor to give the statement on behalf of the subcontractor; or
- (c) the person holds out or represents that the person is authorised by the subcontractor to give the statement on behalf of the subcontractor.

In terms of s175B of the *Workers Compensation Act* and clause 18 of Schedule 2 of the *Payroll Tax Act 2007* a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence.

Further Information

For more information, visit the WorkCover website www.workcover.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au, or Office of Industrial Relations, Department of Commerce website www.commerce.nsw.gov.au. Copies of the *Workers Compensation Act 1987*, the *Payroll Tax Act 2007* and the *Industrial Relations Act 1996* can be found at www.legislation.nsw.gov.au.

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SCHEDULE 18

MORAL RIGHTS CONSENT

DRAFT LETTER

Date

(the Principal)

and

Mirvac Constructions (Qld) Pty Limited (ACN 088 536 476) (Mirvac)

Re: ^^Job^^ - ^^JobDesc^^
 ^^SiteAddr1^^
 ^^SiteAddr2^^
 ^^SiteSuburb^^ ^^SiteState^^ ^^SitePcode^^
 (the "Project")

Moral Rights

To the extent that any moral rights (as such term is defined in the *Copyright Act 1968* (Cth) and including any rights of integrity of authorship, rights or attribution of authorship, rights not to have authorship falsely attributed, and/or rights of a similar nature conferred by statute that exist, or that may come to exist, anywhere in the world) exist or come to exist in works created by me for the Project (the "Rights"), I hereby irrevocably and unconditionally, but only to the extent permitted by law:

- (a) waive the Rights; and
- (b) consent to the use, treatment, alteration and/or attribution of such works created by me for the Project as deemed appropriate by the Principal and/or Mirvac, or any other party authorised by it, which may otherwise be deemed an infringement of the Rights.

I will not make any claim in respect of any infringement or contravention of the Rights arising from, or in connection with the use, treatment or alteration and/or attribution of, or dealing with the works created by me for the Project by or on behalf of the Principal and/or Mirvac, or any other party authorised by it. I authorise the Principal and/or Mirvac to provide a copy of this consent to the owner(s) of any building on which I have worked or with which my work is associated.

.....
Signed by the employee (without intervention from any party)

.....
Name of employee

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SCHEDULE 19

FINAL CERTIFICATE AND DEED OF RELEASE

EXECUTED AS A DEED POLL IN FAVOUR OF Mirvac Constructions (Qld) Pty Limited (ACN 088 536 476) ("Mircac")
by _____ of _____

_____ ("the Subcontractor").

RECITALS:

- A. Pursuant to a Subcontract dated [] "the Subcontract") the Subcontractor agreed to carry out the [**insert trade**] works for a project situated at [] (the "Subcontract Works").
- B. The Subcontractor has agreed to settle all claims, whether past, present or future and whether known or unknown at the date of this deed, under or arising out of or in connection with the Subcontract on the terms and conditions set out in this deed poll.

OPERATIVE PART:

1. The Final Subcontract Sum payable is made up as follows:

Original Contract Sum	\$
Adjustments: Additions	\$
Deductions \$	
Final Subcontract Sum including retention (the "Final Subcontract Sum")	\$
Less Retention	\$
Final Subcontract Sum excluding retention	\$

**Final Amount due from Mircac/Subcontractor
to Mircac/Subcontractor* (including all
retention monies)** \$
(delete as applicable)

2. With the exception of the Subcontractor's entitlement to be paid such portion of the Final Subcontract Sum (as set out in clause 1) not yet paid as at the date of this deed poll, the Subcontractor hereby releases and forever discharges Mircac from and against all claims (including claims based on statute, common law, unjust enrichment or equity and whether past, present or future and whether known or unknown at the date of this deed) arising out of or in connection with the Subcontract or the Subcontract Works (hereinafter referred to as "Claims").
3. This deed poll may be relied on and enforced by Mircac in accordance with its terms even though Mircac is not a party to it. This deed poll may be amended only by another deed poll approved by Mircac.
4. The Subcontractor warrants that all workers, subcontractors, suppliers, consultants and others who have at any time been employed by the Subcontractor on work under the Subcontract have at the date of this deed been paid all moneys due and payable to them in respect of their employment on work under the Subcontract and that all suppliers engaged by the Subcontractor have been paid all money due and payable to them in respect of all plant and goods used in or provided for the Subcontract Works (hereinafter referred to as "Third Party Entitlements").
5. The Subcontractor hereby indemnifies and agrees to keep indemnified Mircac from and in respect of all Claims and Third Party Entitlements.

The parties acknowledge and agree that terms used in this deed poll shall have the same meaning as the terms defined in the Subcontract unless the context requires otherwise.

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Executed by
ACN
pursuant to Section 127 of the
Corporations Act 2001 (Cth)
in the presence of:

.....

Name (please print)

.....

Name (please print)

ab

SCHEDULE 20

MEANINGS

In the Subcontract:

"Building Legislation" means any law regulating or otherwise relating to the Works and/or the construction of a dwelling or other residential or domestic premises, including without limitation (collectively and where the context requires any one of):

- (i) where the Site is in New South Wales - the *Home Building Act 1989 (NSW)* and the *Home Building Regulation 2014 (NSW)*;
- (ii) where the Site is in Victoria – the *Domestic Building Contracts Act 1995 (Vic)*, the *Domestic Building Contracts Regulations 2007 (Vic)*, the *Building Act 1993 (Vic)* and the *Building Regulations 2006 (Vic)*;
- (iii) where the Site is in Queensland – the *Building Act 1975 (Qld)*, the *Building Fire Safety Regulation 2008 (Qld)*, the *Building Regulation 2006 (Qld)*, the *Queensland Building and Construction Commission Act 1991 (Qld)* and the *Queensland Building and Construction Commission Regulation 2003 (Qld)*, *Domestic Building Contracts Act 2000 (Qld)*, the *Domestic Building Contracts Regulation 2010 (Qld)*;
- (iv) where the Site is in Western Australia –the *Building Act 2011 (WA)*, the *Building Services (Registration) Act 2011 (WA)*, The *Building Services (Complaint Resolution and Administration) Act 2011 (WA)* and the *Building Services Levy Act 2011 (WA)*.

"Carbon Costs" means any royalty, tax, excise, levy, fee, payment, rate, duty, charge, liability, cost or expense (including without limitation the costs of acquiring permits, units, allowances or credits to meet the obligations under a Carbon Scheme, the costs of undertaking activities to abate or sequester greenhouse gas emissions, increased input costs passed through by third party suppliers and the costs of any changes to fuel excise or diesel fuel rebates schemes) incurred directly or indirectly in respect of the transport of coal and arises out of, is incidental to or results from the implementation of a Carbon Scheme.

"Carbon Scheme" means any scheme, arrangement or requirement established by law which has, as one of its purposes, the reduction, limitation or management of greenhouse gas emissions or concentrations, including through direct regulation, a carbon tax or levy, changes to fuel excise and diesel fuel rebate schemes, or a market based mechanism such as an emissions trading scheme.

"Civil Liability Act" means:

- (i) where the Site is in New South Wales – the *Civil Liability Act 2002 (NSW)*;
- (ii) where the Site is in Victoria – the *Wrongs Act 1958 (Vic)*;
- (iii) where the Site is in Queensland – the *Civil Liability Act 2003 (Qld)*;
- (iv) where the Site is in the Australian Capital Territory – the *Civil Law (Wrongs) Act 2002 (ACT)*;
- (v) where the Site is in Western Australia – the *Civil Liability Act 2002 (WA)*.

"Environmental Laws" include any law regulating or otherwise relating to the Environment including, without limitation, any law relating to land use, planning, pollution of air, water, soil or groundwater, chemicals, waste, the use of transport, storage and handling of dangerous goods, the health or safety of any person, or any other matters relating to but not limited to the protection of the Environment, health or property.

To avoid doubt, the Environmental Laws include but are not limited to:

- (i) where the Site is in New South Wales - the *Protection of the Environment Operations Act 1997*, the *Contaminated Land Management Act 1997*, the *Waste Avoidance and Resource Recovery Act 2001*, the *Environmentally Hazardous Chemicals Act 1985* and the regulations under each of those Acts;

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- (ii) where the Site is in Victoria – the *Pollution of Waters by Oils and Noxious Substances Act 1986* and the regulations under each of those Acts;
- (iii) where the Site is in Queensland – the *Environmental Protection Act 1994* and the regulations under that Act;
- (iv) where the Site is in Western Australia – the *Environmental Protection Act 1986* and the *Pollution of Waters by Oil and Noxious Substances Act 1987* and the regulations under each of those Acts.

“**HSE Requirements**” includes:

- (i) all requirements relating to the Subcontract Works or the Site and arising under the relevant OHS Laws;
- (ii) all requirements relating to the Subcontract Works or the Site and arising under the relevant Environmental Laws;
- (iii) all requirements set out in the Schedule of Health, Safety and Environmental Requirements;
- (iv) all other health, safety and environmental requirements notified by Mirvac to the Subcontractor from time to time.

“**OHS Laws**” means any law regulating or otherwise relating to occupational work, health and safety including, but without limitation:

- (i) where the Site is in New South Wales - the *Work Health and Safety Act 2011 (NSW)* and the *Work Health and Safety Regulation 2011 (NSW)*;
- (ii) where the Site is in Victoria – the *Occupational Health and Safety Act 2004 (Vic)* and the regulations under that Act, including the *Occupational Health and Safety Regulations 2007 (Vic)*, unless the *Work Health and Safety Act (Vic)* and the *Work Health and Safety Regulation (Vic)* have taken effect, in which event it means, from the date of their commencement, the *Work Health and Safety Act (Vic)* and the *Work Health and Safety Regulation (Vic)*;
- (iii) where the Site is in Queensland – the *Work Health and Safety Act 2011 (QLD)* and the *Work Health and Safety Regulation 2011 (QLD)*;
- (iv) where the Site is in the Australian Capital Territory – the *Work Health and Safety Act 2011 (ACT)* and the *Work Health and Safety Regulation 2011 (ACT)*;
- (v) where the Site is in Western Australia – the *Occupational Safety and Health Act 1984 (WA)* and the *Occupational Safety and Health Regulations 1996 (WA)*, unless the *Work Health and Safety Act (WA)* and the *Work Health and Safety Regulation (WA)* have taken effect, in which event it means, from the date of their commencement, the *Work Health and Safety Act (WA)* and the *Work Health and Safety Regulation (WA)*;
- (vi) the *Work Health and Safety Act 2011 (Cth)* and the *Work Health and Safety Regulation 2011 (Cth)*.

“**Security of Payment Act**” means:

- (i) where the Site is in New South Wales - the *Building and Construction Industry Security of Payment Act 1999 (NSW)*;
- (ii) where the Site is in Victoria – the *Building and Construction Industry Security of Payment Act 2002 (Vic)*;
- (iii) where the Site is in Queensland – the *Building and Construction Industry Payments Act 2004 (Qld)*;
- (iv) where the Site is in the Australian Capital Territory – the *Building and Construction Industry (Security of Payment) Act 2009 (ACT)*;
- (v) where the Site is in Western Australia – the *Construction Contracts Act 2004 (WA)*.

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SCHEDULE 21

BUILDING CODE REQUIREMENTS

1. Mirvac must comply with the Building Code ("Code") on the Project in order to undertake present and future Australian Government directly or indirectly funded construction projects. A copy of the Code is available at <http://www.fwbc.gov.au/what-building-code>.
2. Mirvac is required by the Code to require all subcontractors engaged to perform work on this Project to comply with the Code.
3. The Subcontractor warrants that, at the time that it entered into the Subcontract with Mirvac the Subcontractor's work practices and the industrial instruments (as defined in the Code), to which the Subcontractor is a party, comply with the Code.
4. The Subcontractor agrees that whilst carrying out the Works under the Subcontract, it will continue to comply with the Code on this Project and on any other project where the Subcontractor is required to comply with the Code.
5. Compliance with the Code will not relieve the Subcontractor from responsibility to perform the Subcontract and the Works under the Subcontract or from liability for any defect in the Works arising from compliance with the Code.
6. Where a change in the Subcontract is proposed and that change would affect compliance with the Code, the Subcontractor must submit a report to Mirvac specifying the extent to which the Subcontractor's compliance with the Code will be affected.
7. The Subcontractor must maintain adequate records of the compliance with the Code by:
 - (a) the Subcontractor;
 - (b) any subcontractors or consultants engaged by the Subcontractor to perform any of the work under the Subcontract or on or in connection with the Project; and
 - (c) its related entities (as defined in the Code) which are or will be performing work under the Subcontract or on or in connection with the Project.
8. If the Subcontractor does not comply with the requirements of the Code in the performance of this Subcontract such that a sanction is applied by Fair Work Building & Construction ("FWBC"), the Code Monitoring Group or the Commonwealth, without prejudice to any rights that would otherwise accrue, those parties shall be entitled to record that non-compliance and take it, or require it to be taken, into account in the evaluation of any future tenders that may be lodged by the Subcontractor or a Related Entity in respect of work funded by the Commonwealth or its agencies.
9. While acknowledging that value for money is the core principle underpinning decisions on Government procurement, when assessing tenders, the Subcontractor may give preference to subcontractors and sub-consultants that have a demonstrated commitment to:
 - (a) adding and/or retaining trainees and apprentices;
 - (b) increasing the participation of women in all aspects of the industry; or
 - (c) promoting employment and training opportunities for Indigenous Australians in regions where significant indigenous populations exist.
10. The Subcontractor must not appoint a subcontractor or consultant in relation to the Project where:
 - (a) the appointment would breach a sanction imposed by the Minister for Employment and Workplace Relations, FWBC, the Code Monitoring Group or the Commonwealth ; or
 - (b) the subcontractor or consultant has had an adverse Court or Tribunal decision (not including decisions under appeal) for a breach of workplace relations law, work health and safety law, or workers' compensation law and the tenderer has not fully complied, or is not fully complying, with the order.
11. For the purpose of monitoring the Subcontractor's compliance with the Code (Compliance Purpose), the Subcontractor must permit the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the Fair Work Building Industry Inspectorate (FWBI) to which that person is appointed under the Fair Work (Building Industry) Act 2012 (Cth) (FWBIA)), full access to the place or places at which Works under the Subcontract are being or have been carried out and to any place of business where documents relevant to a Compliance Purpose are held or located.

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12. Without limiting Clause 11, the Subcontractor must permit the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the FWBI with access to:
- (a) inspect any work, material, machinery, appliance, article or facility;
 - (b) inspect and copy any record relevant to the Project and work under the Subcontract;
 - (c) interview any person; and
 - (d) request the Subcontractor to produce a specified document within a specified period, as is necessary for a Compliance Purpose.
13. For the purpose of monitoring compliance with the Code by:
- (a) related entities (as defined in the Code) of the Subcontractor engaged on or in connection with the Project or the Works under the Subcontract; and
 - (b) subcontractors engaged by Subcontractor on or in connection with the Project or the Works under the Subcontract (**Third Party Compliance**),
- the Subcontractor agrees to require that its subcontractors and its related entities (as defined in the Code) permit the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the FWBI:
- (c) full access to the place or places at which work under the Subcontract or in connection with the Project are being or have been carried out and to any place of business where documents relevant to Third Party Compliance are held or located; and
 - (d) without limiting Clause 13(c), to:
 - (i) inspect any work, material, machinery, appliance, article or facility;
 - (ii) inspect and copy any record relevant to the Project and work under the Subcontract;
 - (iii) interview any person; and
 - (iv) request such subcontractor or related entity (as defined in the Code) to produce a specified document within a specified period in person, by fax or by post,as is necessary for Third Party Compliance.
14. The Subcontractor must ensure that all subcontracts to which it is a party in connection with the Project or the Works under the Subcontract impose obligations on subcontractors to such contracts equivalent to the obligations imposed on the Subcontractor under Clauses 1 to 14 of this Schedule.

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SCHEDULE 22

Not Used

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SCHEDULE 23

QUEENSLAND CODE OF PRACTICE REQUIREMENTS

1. Mirvac must comply with and meet any obligations imposed by the Queensland Government's Queensland Code of Practice for the Building and Construction Industry (Queensland Code) and the Queensland Government's Implementation Guidelines to the Queensland Code of Practice for the Building and Construction Industry (Queensland Guidelines) (as published by the Department of Justice and Attorney-General) on the Project in order to undertake present and future Queensland Government building and construction work. Copies of the Queensland Code and Queensland Guidelines are available at <http://www.justice.qld.gov.au/fair-and-safe-work/industrial-relations/codes-of-practice-and-guidelines/building-and-construction-industry-guidelines>.

In addition to the terms defined in the Subcontract, terms used in this Schedule have the same meaning as is attributed to them in the Queensland Guidelines.
2. Mirvac is required by the Queensland Code and the Queensland Guidelines to require all subcontractors engaged to perform work or services on this Project to comply with, and meet any obligations imposed by, the Queensland Code and the Queensland Guidelines.
3. The Subcontractor warrants that, at the time that it entered into the Subcontract with Mirvac:
 - 3.1 the Subcontractor's work practices and the industrial instruments, to which the Subcontractor is a party, comply with the Queensland Code and the Queensland Guidelines;
 - 3.2 it and its related entities have complied and will continue to comply with:
 - 3.2.1 all aspects of the Queensland Code and the Queensland Guidelines (including on this Project and on all its other projects to which the Queensland Code and the Queensland Guidelines apply or have applied); and
 - 3.2.2 all applicable legislation, court and tribunal orders, directions and decisions, and industrial instruments; and
 - 3.3 neither it, nor any of its related entities, are subject to a sanction in connection with the Queensland Code or the Queensland Guidelines that would have precluded it from tendering for work or services to which the Queensland Code and the Queensland Guidelines apply.
4. The Subcontractor agrees that whilst carrying out the Works under the Subcontract, it will continue to comply with the Queensland Code and the Queensland Guidelines on this Project and on any other project where the Subcontractor is required to comply with the Queensland Code and the Queensland Guidelines.
5. The Subcontractor bears the cost of ensuring its compliance with the Queensland Code and the Queensland Guidelines, including in respect of any positive steps it is obliged to take to meet its obligations under the Queensland Guidelines. The Subcontractor is not entitled to make a claim for reimbursement or an extension of time from the Client Agency or the State of Queensland for any such costs.
6. Compliance with the Queensland Code and/or the Queensland Guidelines does not relieve the Subcontractor from responsibility to perform the Works and any other obligations under the Subcontract, or from liability for any defect in the Works or from any other legal liability, whether or not arising from its compliance with the Queensland Code or the Queensland Guidelines.
7. Where a change in the Subcontract or the Works is proposed, and that change would, or would be likely to, affect compliance with the Queensland Code and/or the Queensland Guidelines, the Subcontractor must immediately notify the Client Agency (or nominee) of the change, or likely change and specify:
 - 7.1 the circumstances of the proposed change;
 - 7.2 the extent to which compliance with the Queensland Code and the Queensland Guidelines will, or is likely to be, affected by the change; and
 - 7.3 what steps the contractor proposes to take to mitigate any adverse impact of the change (including any amendments it proposes to a Workplace Relations Management Plan) and the Client Agency will direct the contractor as to the course it must adopt within 5 Business Days of receiving notice.
8. The Subcontractor must maintain adequate records of the compliance with the Queensland Code and Queensland Guidelines by:

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- 8.1 the Subcontractor;
 - 8.2 any subcontractors engaged by the Subcontractor to perform any of the Works on, or in connection with, the Project; and
 - 8.3 its related entities (as defined in the Queensland Guidelines) which are or will be performing any of the Works on, or in connection with, the Project.
9. The Subcontractor acknowledges that the Department of Justice and Attorney-General, through the Building Construction Compliance Branch (BCCB), has responsibility for enforcing, and ensuring compliance with, the Queensland Code and Queensland Guidelines.
10. The Subcontractor acknowledges that where it, or a related entity, does not comply with, or fails to meet any obligation imposed by, the Queensland Code or the Queensland Guidelines, a sanction may be imposed against the Subcontractor or its related entities or both in connection with the Queensland Code or the Queensland Guidelines.
11. The Subcontractor acknowledges and agrees that where a sanction is imposed:
- 11.1 it is without prejudice to any rights that would otherwise accrue to the parties; and
 - 11.2 the State of Queensland (through its agencies, Ministers and the BCCB) is entitled to:
 - 11.2.1 record and disclose details of the non-compliance with the Queensland Code or the Queensland Guidelines and the sanction; and
 - 11.2.2 take them into account in the evaluation of future expressions of interest or tender responses that may be lodged by the Subcontractor, or its related entities, in respect of work or services to which the Queensland Code and the Queensland Guidelines apply.
12. The Subcontractor agrees and gives its consent (or reaffirms its consent), and confirms that its related entities agree and give their consent (or reaffirm their consent), to the disclosure of information concerning the Subcontractor's, and the Subcontractor's related entities', compliance with the Queensland Code, the Queensland Guidelines, including disclosure of details of past conduct relating to the Queensland Code and the Queensland Guidelines and whether or not sanctions have been imposed on the Subcontractor or its related entities. The consent (or reaffirmation of consent) by the Subcontractor, its related entities and any proposed or subsequent subcontractors, is given to the State of Queensland, its agencies, Ministers and the BCCB (and its authorised personnel) for purposes including:
- 12.1 the exercise of their statutory or portfolio responsibilities;
 - 12.2 investigating and checking, claims and assertions made by the Subcontractor in any documents provided as part of its expression of interest or tender response (including, but not limited to, any Workplace Relations Management Plans or Work Health Safety and Rehabilitation Management Plans);
 - 12.3 monitoring, investigating and enforcing the Queensland Code and Queensland Guidelines; and
 - 12.4 ensuring, facilitating and promoting compliance with the Queensland Code and Queensland Guidelines.
- The Subcontractor acknowledges that this consent is not limited to this Project, as parties are expected to comply with the Queensland Code and Queensland Guidelines on future projects to which they apply.
13. Without limiting the obligations and requirements in the Queensland Guidelines, the Subcontractor acknowledges and undertakes to comply with its positive obligations under the Queensland Code and Queensland Guidelines, including to:
- 13.1 comply with any Workplace Relations Management Plan and Work Health Safety and Rehabilitation Management Plans;
 - 13.2 allow, and take reasonable steps to facilitate, Queensland Government authorised personnel (including personnel of the BCCB) to:
 - 13.2.1 enter and have access to sites (including the Site) and premises controlled by the Subcontractor and otherwise relevant to the carrying out of the Works;
 - 13.2.2 inspect any work, material, machinery, appliance, article, or facility;
 - 13.2.3 inspect and copy any record relevant to the Project;
 - 13.2.4 have access to personnel; and
 - 13.2.5 interview any person,

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as is necessary for the Queensland Government authorised personnel to monitor and investigate compliance with the Queensland Code and the Queensland Guidelines, by the Subcontractor, its subcontractors and related entities (including through relevant contractual provisions and documentation);

- 13.3 agree to and comply with (and ensure that its subcontractors and related entities agree to and comply with) a request from Queensland Government authorised personnel (including personnel of the BCCB) for the production of specified documents by a certain date, whether in person, by post or electronic means;
- 13.4 notify Mirvac, the BCCB (or nominee), the Client Agency and the Client of any alleged breaches of the Queensland Code and Queensland Guidelines and of voluntary remedial action taken, within 24 hours of becoming aware of the alleged breach;
- 13.5 notify Mirvac, the Director, the BCCB (or nominee), the Client Agency and the Client of any threatened, impeding, possible, probable or actual unlawful industrial conduct or breach of the Queensland Guidelines within 24 hours of becoming aware of threatened, impeding, possible, probable or actual unlawful conduct or breach and provide Mirvac and the BCCB with advice of its response (actual and/or proposed) to the unlawful industrial conduct or remedy to the breach as soon as practicable after becoming aware of the unlawful conduct or remedy to the breach;
- 13.6 report any threatened or actual industrial action that may impact the Project, project costs, related contracts or timelines to Mirvac, the BCCB (or nominee) and the Client within 24 hours and provide regular updates about the steps being taken to resolve the threatened or actual industrial action;
- 13.7 take all steps reasonably available to prevent, or resolve, industrial action which adversely affects, or has the potential to adversely affect, the delivery of the Project or other related contracts on time and within budget; and
- 13.8 take all reasonably available steps to prevent, or bring to an end, unprotected industrial action occurring on, or affecting the Project, including by pursuing legal action where possible. Any such legal action must be conducted (and where appropriate, concluded) in a manner consistent with the guiding principles and objectives of the Queensland Guidelines, namely supporting outcomes of compliance with the law, productivity in delivering the Project on time and within budget,

maintaining a high standard of safety and protecting freedom of association.

- 14. The Subcontractor acknowledges and agrees that in respect of its privately funded building and construction work (to which the Queensland Guidelines apply) it, and its related entities, will:

- 14.1 comply with the Queensland Code and the Queensland Guidelines;
- 14.2 maintain adequate records of compliance with the Queensland Code and the Queensland Guidelines;
- 14.3 allow Queensland Government authorised personnel to:
 - 14.3.1 access the sites and premises;
 - 14.3.2 monitor and investigate compliance with the Queensland Code and the Queensland Guidelines;
 - 14.3.3 inspect any work, material, machinery, appliance, article, or facility;
 - 14.3.4 inspect and copy any record relevant to the Project;
 - 14.3.5 interview any person as is necessary to demonstrate compliance with the Queensland Code and the Queensland Guidelines; and
 - 14.3.6 ensure subcontractors similarly do, or allow, for each of these obligations,

as is necessary to demonstrate compliance with the Queensland Code and the Queensland Guidelines.

- 15. The Subcontractor must:

- 15.1 ensure that all subcontracts to which it is a party in connection with the Project or the Works under the Subcontract impose obligations on subcontractors to such contracts equivalent to the obligations imposed on the Subcontractor under Clauses 1 to 14 of this Schedule; and
- 15.2 not appoint or engage a subcontractor in relation to the Project where that appointment or engagement would breach a sanction imposed on the subcontractor in relation to the Queensland Code or the Queensland Guidelines.

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