



MINOR WORKS SUBCONTRACT

PROJECT: Nambour General Hospital Redevelopment Project
SUBCONTRACTOR: PKF Queensland Pty Ltd

SITE ADDRESS: Hospital Road, Nambour QLD 4560
ABN: 55 086 218 475

PROJECT NO: 260843
SUBCONTRACTOR'S QBCC LICENCE NO: QBCC 1027643
Licence:

SUBCONTRACT NO: 260843-MIW-005
WORKS: Infill Existing Setdowns to SP1&2

LENLEASE ENTITY: Lendlease Building Pty Limited (ABN 97 000 098 162)



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FORMAL INSTRUMENT

THIS SUBCONTRACT is made on the 27 day of August 2020

BETWEEN the following parties:

1. Lendlease Building Pty Limited (ABN 97 000 098 162) of Level 14, Tower Three, International Towers Sydney, Exchange Place, 300 Barangaroo Avenue, Barangaroo, NSW 2000, QBCC Licence: No 3772 (**Lendlease**); and
2. PKF Queensland Pty Ltd (ABN 55 086 218 475) of 18b Windorah Street, Stafford QLD 4053, QBCC Licence: 1027643 (**Subcontractor**).

THE PARTIES AGREE

- A. Lendlease wishes to engage the Subcontractor to perform WUC and complete the Works in accordance with the requirements of the Subcontract and to otherwise comply with its obligations under the Subcontract.
- B. The Subcontractor agrees to be so engaged and Lendlease must pay the Subcontractor the Subcontract Sum in accordance with the Subcontract.



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EXECUTION PAGE

Executed by the parties as a deed:

Execution by Subcontractor

Executed by PKF Queensland Pty Ltd
(ABN 55 086 218 475) in accordance with
section 127 of the *Corporations Act 2001*
(Cth):

)
)
)
)

Director/Company Secretary

Director

SARA VANINETTI

Name of Director/Company Secretary
(BLOCK LETTERS)

Name of Director
(BLOCK LETTERS)

Execution by Lendlease

Signed for and on behalf of
Lendlease Building Pty Limited (ABN 97 000
098 162) by its attorney under power of
attorney dated:

)
)
)
)

Attorney

Witness

Name of Attorney
(BLOCK LETTERS)

Name of Witness
(BLOCK LETTERS)



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SUBCONTRACT PARTICULARS

Item	Clause	Term	Particulars
1.	Date for Substantial Completion and Liquidated Damages		
	1.1	(a) Date for Substantial Completion	15/09/2020
	6.7	(b) Liquidated damages per day	\$0.00 per day
2.	Security		
	3(a)	(a) Security	☐ Two identical unconditional and irrevocable undertakings (in a form acceptable to Lendlease), each for an amount equal to 2.5% of the Subcontract Sum, provided on the date of the Subcontract. ☒ Retention moneys (with 10% of each amount otherwise payable as a progress payment retained until 5% of the Subcontract Sum is retained).
	3(b)	(b) Initial reduction of security	Clause 3(b): Applies ☒ Does not apply ☐ If Clause 3(b) applies, the reduction occurs upon: ☒ Substantial Completion ☐ practical completion of the Project under the Head Contract, and the security to be retained following the reduction is: 2.5% of the Subcontract Sum.
	3(c)	(c) Timing of release of security	The date on which all of the following are satisfied: (a) the Subcontractor has performed all obligations under the Subcontract; and (b) the Defects Liability Period has expired.
3.	Design		
	2(b)	Clause 2(b) (Design)	Applies ☐ Does not apply ☒
4.	Subcontractor Insurances		
		Type	Required or not required Name of Insurer: Policy No: Expiration Date: Limit of cover (per occurrence): Other requirements
	5.1	(a) Professional indemnity insurance	☐ Required ☒ Not required Period of insurance: from before the Subcontractor commences professional duties until 6 years after Final Certificate. *With at least one automatic reinstatement.



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Item	Clause	Term	Particulars													
	5.1	(b) Public and product liability insurance	☒ Required ☐ Not required	QBE Australia	02A37 1779P LB	30/04/2021	\$20,000,000	Period of insurance: from the earlier of the date of the Subcontract and the commencement of WUC until the later of the issue of the Final Certificate and the rectification of all defects.								
	5.1	(c) Workers' compensation insurance	As required by law	As required by law	As required by law	As required by law	As required by law	As required by law								
5.	Supplier Warranty															
	2(g)	Supplier Warranty	<table border="1"> <tr> <td>Items to be warranted:</td><td>Warranty period:</td></tr> <tr> <td>Floor Finishes</td><td>10 years</td></tr> <tr> <td></td><td></td></tr> <tr> <td></td><td></td></tr> </table>						Items to be warranted:	Warranty period:	Floor Finishes	10 years				
Items to be warranted:	Warranty period:															
Floor Finishes	10 years															
Date by which warranties must be provided: 2 weeks prior to completion																
6.	Defects, maintenance and protection															
	5.3	(a) Date until which the Subcontractor is responsible for the care of the Works and WUC	☒ Substantial Completion ☐ Date of Practical Completion of the Project													
	7	(b) Defects Liability Period (expiry date)	The date being 52 weeks after the Date of Practical Completion of the Project													
7.	Extensions of time															
	6.6(a)	(a) Notice of claim of extension of time	10 days													
	6.6	(b) Events which entitle an extension of time	(a) A breach of the Subcontract by Lendlease. (b) A variation directed in accordance with Clause 8.1. (c) A suspension of the performance of part, or all, of WUC directed by Lendlease in accordance with Clause 6.2. (d) Latent Conditions.													
8.	Payment															
	1.1	(a) Progressive Reference Date and date for delivery of Supporting Documentation	15th day of each relevant month													



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Item	Clause	Term	Particulars
	9.3(c)	(b) Due date for Payment by Lendlease	The date which is: ☒ 25 business days after the date of receipt of the payment claim (Queensland Only). ☐ 30 business days after the date of receipt of the payment claim (New South Wales Only). ☐ 42 days after the date of receipt of the payment claim (Western Australia Only). ☐ 45 days after the date of receipt of the payment claim (all other States and Territories).
9.	Notification of claims		
	10	Lodgement of claim	5 days after the first occurrence of the thing in respect of which gave rise to the alleged entitlement
10.	Trustee Requirements		
	12(a)	Trustee requirements	Applies ☐ Does not apply ☒ If Clause 12 applies, for the purposes of Clause 12: "Trust" means the "Trust Deed" means the trust deed dated "Trustee" means
11.	Special Conditions		
	Annexure D: Special Conditions	Special Conditions	Applies ☒ Does not apply ☐



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ANNEXURE A: SUBCONTRACT SUM

1. Calculation of Subcontract Sum

The Subcontract Sum is:

- ☒ a **lump sum** for all WUC, being \$13,785.00 (Thirteen thousand, seven hundred and eighty five dollars (excluding GST)).
- ☐ determined on a **schedule of rates** basis for all WUC, with the Subcontract Sum being the amount determined by applying the relevant rates set out in section 2 of this Annexure to the relevant part of WUC properly performed by the Subcontractor in accordance with the Subcontract.
- ☐ determined by reference to the **Bill of Quantities** for all WUC, with the Subcontract Sum being the "BOQ Subcontract Sum" set out in the Bill of Quantities in section 3 of this Annexure, adjusted based on the actual quantities of items required to properly perform WUC in accordance with the Subcontract (subject to a % threshold in respect of any increase in any stated quantity).
- ☐ determined based on a **combination** of:
- ☐ a **lump sum** of \$ (excluding GST) for the following WUC:
- (a) ; and
- (b) ,
- ☐ a **schedule of rates** basis for the following WUC:
- (a) ; and
- (b) ,
- with that part of the Subcontract Sum being the amount determined by applying the relevant rates set out in section 2 of this Annexure to the above WUC properly performed by the Subcontractor in accordance with the Subcontract; and
- ☐ by reference to the **Bill of Quantities** for the following WUC:
- (a) ; and
- (b) ,
- with that part of the Subcontract Sum being the "BOQ Subcontract Sum" set out in the Bill of Quantities in section 3 of this Annexure, adjusted based on the actual quantities of items required to properly perform the above WUC in accordance with the Subcontract (subject to a % threshold in respect of any increase in any stated quantity).

Item No	Description	Unit of Measure	Type	Rate
001.001	Separable Portion 1 – Renal (Block 2A GF) Infill Existing Setdowns	Item	Lump Sum	\$10,205.00
001.002	Separable Portion 2 – MHU2 (Block 6 L2) Infill Existing Setdowns	Item	Lump Sum	\$ 3,580.00
	Total			\$13,785.00



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2. Schedule of Rates (if applicable)

Schedule of Rates is not applicable.

3. Bill of Quantities (if applicable)

Bill of Quantities is not applicable.



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ANNEXURE B: VARIATION RATES

Item No	Description	Unit of Measure	Type	Rate

*The "Rate" is deemed to include the cost of all work and materials to be provided by the Subcontractor under the Subcontract, including an allowance for supervision, tools, equipment, materials handling, allowances (compliance, site, height and all other applicable allowances), overheads and profit. All rates are valid until the expiry of the Defects Liability Period.

Any rates included in the above table are included in the Subcontract solely for the purpose of Clause 8.3(a) of the Subcontract Conditions.



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ANNEXURE C: SCOPE OF WORK

1. Scope of Works

Item No	Description
001.001	Separable Portion 1 – Renal (Block 2A GF) Infill Existing Setdowns
001.002	Separable Portion 2 – MHU2 (Block 6 L2) Infill Existing Setdowns

2. Subcontract Document Register

Document No	Title	Revision
NGH_ADWG_B06_20231	MHU2 FLOOR PREP PLAN LEVEL 02	18
NGH_ADWG_B2A_20131	CSU / RENAL FLOOR PREP PLAN LEVEL 01	17

3. Facilities

Facilities is not applicable.



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ANNEXURE D: SPECIAL CONDITIONS

- (a) This Annexure only applies where stated in Item 11.
- (b) To the extent this Annexure identifies any clauses or additions, deletions or amendments to be made to the Subcontract, then the Subcontract will be read and construed as though those clauses, additions, deletions and amendments are incorporated into the Subcontract.
- (c) The Special Conditions in this Annexure take precedence over any other documents which form part of the Subcontract in the event of a discrepancy.

- (d) The definition of "Business Day" in Clause 1.1 is deleted and replaced with the following:

	a day which is not a:
"Business Day"	(a) Saturday or Sunday; or
	(b) public holiday, special holiday or show holiday in the State or Territory where the Site is located."

- (e) A new definition of "Latent Condition" is inserted in Clause 1.1 as follows:

	any physical condition on the Site or the Site's surroundings, including artificial things, but excluding weather conditions or the results of such conditions whether on or off the Site, which differs materially from the physical conditions which should reasonably have been anticipated by a suitably qualified and experienced subcontractor at the date of the Subcontract, if such a subcontractor had inspected:
"Latent Condition"	(a) all information made available by or on behalf of Lendlease to the Subcontractor for the purpose of tendering, or otherwise in connection with the Subcontract, including the Information Documents;
	(b) all documents forming part of the Subcontract;
	(c) all information relevant to the risks, contingencies and other circumstances having an effect on the WUC or relevant to the risk allocation under the Subcontract, including the Subcontract Sum and the Date for Substantial Completion, which is obtainable by the making of reasonable enquiries; and
	(d) the Site and its near surrounds,
	and, for the avoidance of doubt, excludes any physical condition on the Site, to the extent the location, nature, extent or size of that physical condition is disclosed in, referred to in, or reasonably ascertainable from, the Information Documents."

- (f) If Lendlease requests (following a request by the client), the Subcontractor must promptly execute and provide to Lendlease a conflict of interest declaration in the form required by Lendlease.
- (f1) Clause 1.2(m) is deleted.
- (g) Clause 2(j) is deleted and replaced with the following:
 - "(j) The Subcontractor must develop a quality management system which complies with the requirements of the Subcontract or (in the absence of such requirements) is otherwise acceptable to Lendlease and the quality management system and any



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supporting documentation (including the Subcontractor's compliance with the quality management system) may be audited by Lendlease, the client, or their respective nominees at any time during the course of WUC or after Substantial Completion. The Subcontractor must comply with any direction by Lendlease to change the Subcontractor's quality management system."

- (h) The Subcontractor must ensure that WUC and the Works will comply with any relevant standards of Standards Australia or the Subcontract, and if more than one, the highest such standard.
- (i) The Subcontractor:
 - (i) warrants that it:
 - (A) has a personal services business determination in effect from the Australian Taxation Office under the *Income Tax Assessment Act 1997* (Cth); or
 - (B) in relation to the WUC:
 - (I) will be paid to achieve a specified result or outcome;
 - (II) will supply the plant and equipment or tools of trade needed to perform the WUC; and
 - (III) will be liable for the cost of rectifying any defect in the WUC performed; and
 - (ii) must ensure that any Secondary Subcontractor:
 - (A) has a personal services business determination in effect from the Australian Taxation Office under the *Income Tax Assessment Act 1997* (Cth); or
 - (B) in relation to the WUC to be performed by the Secondary Subcontractor under the relevant subcontract:
 - (I) will be paid to achieve a specified result or outcome;
 - (II) is required to supply the plant and equipment or tools of trade needed to perform the WUC; and
 - (III) will be liable for the cost of rectifying any defect in the WUC performed.
- (j) Clause 4 is deleted and replaced with the following:
 - "(a) Ownership of, and all intellectual property rights subsisting in or relating to, all documents provided by the Subcontractor for any purpose in connection with the Project vests in Lendlease immediately upon creation. The Subcontractor will have a licence to use such documents and all intellectual property rights subsisting in or relating to, all such documents, for the purpose of performing WUC.
 - (b) The Subcontractor warrants that it will not breach any intellectual property rights or moral rights of any person in performing WUC, and use by Lendlease, the client or any licensee of any documents, designs and information referred to in this Clause 4 and the Works will not infringe any intellectual property rights or moral rights of any person, nor breach any laws."
- (k) At any time prior to the later of the issue of the final certificate under the Head Contract and the expiry of the last Defects Liability Period, Lendlease may, by written notice, direct the Subcontractor to rectify a defect. The notice may also specify the date by which rectification work must commence and the date by which the defect must be rectified.
- (l) Clause 8.2 is deleted and replaced with:

"Lendlease may give notice to the Subcontractor of a proposed variation. As soon as practicable (and in any event within 4 days) after receipt of a notice of a proposed variation, the Subcontractor must notify Lendlease of the anticipated effect (if any) of the proposed variation on the Subcontractor's programme and the Date for Substantial Completion and provide Lendlease with a quotation of price."
- (m) Notwithstanding Clause 2(c) but subject to Clause 6.6, if a Latent Condition causes the Subcontractor to directly and reasonably incur more cost in the performance of WUC than otherwise would have been incurred, the additional costs so incurred by the Subcontractor shall



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be assessed by Lendlease and added to the Subcontract Sum. Clause 2(c) shall be read subject to the Subcontractor's express entitlements under the Subcontract in respect of Latent Conditions.

- (n) When requested by Lendlease from time to time and with each payment claim, the Subcontractor must provide, in addition to any other certification required to be provided by the Subcontractor under the Subcontract, certification to Lendlease and the client (in the form required by Lendlease) confirming that the Works comply with the Subcontract, including Annexure C: Scope of Work.
- (o) In making a payment claim, the Subcontractor shall not be entitled to make any claim for amounts in respect of any defective or damaged work. Nothing in the Subcontract shall oblige Lendlease to pay for work that is not in accordance with the Subcontract.
- (p) Whenever the Subcontractor provides Supporting Documentation to Lendlease and whenever requested by Lendlease from time to time, the Subcontractor must provide Lendlease with a duly completed and executed statutory declaration by the Subcontractor in the form of the Attachment to this Annexure D: Special Conditions.
- (q) The Subcontractor must keep and maintain, and must ensure that each Secondary Subcontractor keeps and maintains, proper, accurate and reasonably detailed books and records in connection with its performance of WUC, payments made in connection with the Subcontract or WUC, and all transactions which relate in any way to the Subcontract or WUC.
- (r) Without limiting any other obligation of the Subcontractor, the Subcontractor must not access, use or disclose personal information (as defined in the *Privacy Act 1988* (Cth)) other than in connection with carrying out WUC.
- (s) Without limiting any other obligation of the Subcontractor:
 - (i) if the Subcontractor collects or has access to Personal Information in order to carry out WUC, the Subcontractor must:
 - (A) if the client is an "agency" within the meaning of the *Information Privacy Act 2009* (Qld) (IPA), comply with Parts 1 and 3 of Chapter 2 of the IPA in relation to the discharge of its obligations under the Subcontract as if the Subcontractor was the client;
 - (B) not use Personal Information other than in connection with carrying out WUC, unless required or authorised by law;
 - (C) not disclose, or transfer outside of Australia, Personal Information without the prior written consent of the client, unless required or authorised by law;
 - (D) ensure that its officers, employees, agents and Secondary Subcontractors do not access, use or disclose Personal Information other than in connection with carrying out WUC;
 - (E) ensure that its Secondary Subcontractors who have access to Personal Information comply with obligations the same as those imposed on the Subcontractor under this clause;
 - (F) fully co-operate with Lendlease and the client to enable Lendlease and the client to respond to applications for access to, or amendment of a document containing an individual's Personal Information and to privacy complaints; and
 - (G) comply with such other privacy and security measures as Lendlease or the client may reasonably require from time to time;
 - (ii) on request by Lendlease, the Subcontractor must:
 - (A) itself provide; and
 - (B) obtain from its employees, officers, agents or Secondary Subcontractors carrying out WUC,
an executed deed of privacy in a form acceptable to Lendlease;



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- (iii) the Subcontractor must immediately notify Lendlease on becoming aware of any breach of Special Condition (s)(i);
 - (iv) this Special Condition (s) will survive the termination or expiry of the Subcontract; and
 - (v) in this Special Condition (s), "Personal Information" is information or an opinion, including information or an opinion forming part of a database, whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained, from the information or opinion.
- (t) Clause 6.6(c) is deleted and the following Clauses 6.6(c) to 6.6(e) are inserted:
- "(c) Subject to Clause 6.6(d), if:
- (i) the Subcontractor is granted an extension of time for the Date for Substantial Completion under Clause 6.6(a) in respect of an event referred to in Item 7(b) which is caused by an act or omission of the client or any agent, consultant, employee or contractor of the client;
 - (ii) the cause of the relevant delay is beyond the control of the Subcontractor; and
 - (iii) the Subcontractor has taken all proper and reasonable steps necessary and within its control to preclude the occurrence of the cause of the delay and to minimise the consequences thereof,
- then for every day for which the Subcontractor is granted an extension of time as referred to in Clause 6.6(c)(i), the additional costs directly and reasonably incurred by the Subcontractor in the performance of WUC due to such delay shall be assessed by Lendlease and added to the Subcontract Sum.
- (d) The Subcontractor acknowledges and agrees that:
- (i) the maximum increase in the Subcontract Sum under Clause 6.6(c) for any one day will be \$0.00;
 - (ii) not used; and
 - (iii) the Subcontract Sum shall not be increased in accordance with Clause 6.6(c) if any of the relevant additional costs have already been included in the value of a variation or are otherwise payable by virtue of any other provision of the Subcontract.
- (e) The Subcontractor's entitlement to an extension to the Date for Substantial Completion and an increase in the Subcontract Sum under this Clause 6.6 is the Subcontractor's sole remedy for any delay or disruption encountered by the Subcontractor in respect of WUC or the Subcontract and Lendlease shall not be liable in contract, negligence or otherwise for any loss, cost or expense whatsoever suffered or incurred by the Subcontractor in connection with any delay, disruption or interference in respect of WUC or the Subcontract other than as set out in this Clause 6.6, including where caused directly or indirectly by the default of Lendlease, the acts or omissions of others (whether engaged by Lendlease or otherwise) or any other matter."



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Attachment: Statutory Declaration

Statutory Declaration by Subcontractor

Oaths Act 1867

Queensland
To Wit

I, of
.....
in the State of Queensland, do solemnly and sincerely declare that, in relation to the Contract
between the
..... (Insert name of Principal) "the State" and
"the Managing Contractor" for
..... "the Contract".
..... (name of Subcontractor)
("the Subcontractor") is a Subcontractor to the Managing Contractor for part of the work under the
Contract, namely:
.....
.....

1. I hold the position of
I am in a position to know the facts contained herein and to bind the Subcontractor by the
terms of this declaration, and I am duly authorised by the Subcontractor to make this
declaration on its behalf.
2. All the Subcontractor's workers who at any time have been engaged on work under the
Contract by the Subcontractor have been paid in accordance with the relevant award or
industrial instrument all moneys due and payable to them up to the date of submission by the
Managing Contractor of Progress Claim No
3. All subcontractors of the Subcontractor have been paid all that is due and payable to them up
to the date of submission by the Managing Contractor of Progress Claim No in respect of
their part of the work under the Contract.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the
provisions of the **Oaths Act 1867**.

TAKEN AND DECLARED before me)

..... name in full

.....
.....

at

.....

in the State of

this day of 20)

)
)
) Subcontractor
)
)
)
) A Justice of the Peace / Legal Practitioner /
) Commissioner for Declarations
)
)



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SUBCONTRACT CONDITIONS

1 DEFINITIONS AND INTERPRETATION

1.1 Definitions

Term	Meaning
Applicable Anti-corruption Laws	includes all applicable anti-bribery and anti-corruption laws in Australia, including the <i>Criminal Code Act 1995</i> (Cth).
Applicable Sanctions	any financial or economic sanction, or sanction related to trade, import or export of goods or provision of any service, administered or enforced by any official body within Australia.
Associated Persons	the Subcontractor's directors, officers, employees, consultants, agents, representatives, subsidiaries and Secondary Subcontractors.
Date of Practical Completion of the Project	the date on which Lendlease brings the Project or a relevant stage of the Project to: (a) "Practical Completion" (as defined in the Head Contract); or (b) if the Head Contract does not contain a definition of "Practical Completion", completion.
Date for Substantial Completion	the date(s) stated in Item 1(a) for the achievement of Substantial Completion, as adjusted in accordance with this Subcontract.
Defects Liability Period	the period determined in accordance with Clause 7 as a Defects Liability Period.
Design Obligations	all tasks necessary to design, document and specify the Works.
EHS Laws	all applicable laws relating to environment, health and safety, including environmental protection and work, health and safety, together with any directions, notices or requirements of any relevant government official, or any code of practice or compliance code appropriate or relevant to the environment, health or safety as it relates to the performance of WUC, the Works or the Project.
Excluded Claim	any claim which the Subcontract requires the Subcontractor to submit under another provision of the Subcontract (including any claim for an extension of time to any Date for Substantial Completion under Clause 6.6 and claims for payment under Clause 9 (but only in respect of the original Subcontract Sum)).
Final Certificate	the payment schedule issued by Lendlease under Clause 9.3 in respect of the Final Payment Claim.
Final Payment Claim	the payment claim made by the Subcontractor in respect of the Final Reference Date.



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Term	Meaning
Final Reference Date	the date that is 20 business days after the expiry of the Defects Liability Period.
Fit and Proper	the Subcontractor: (a) has the financial capacity, experience and capability to perform the obligations under the Subcontract; (b) in all dealings in relation to WUC: (i) acts with honesty and good faith towards all others; and (ii) maintains conduct consistent with high standards of ethical behaviour; and (c) avoids conflicts of interest and any conduct which will have a prejudicial effect on the ability of the Subcontractor to perform its obligations.
Global Minimum Requirements (or GMRs)	the Lendlease "Global Minimum Requirements" (GMRs) for Environment Health & Safety set out at http://www.lendlease.com/-/media/lcom/investor-relations/governance/2015-global-minimum-requirements-framework.ashx , as amended or replaced from time to time.
Head Contract	the agreement, arrangement or understanding between Lendlease and the client, under which Lendlease will complete the Project.
Item	an Item in the Subcontract Particulars.
Progressive Reference Date	the date of each month specified in Item 8(a) until the earliest of: (a) termination of the Subcontract; (b) the whole of WUC being taken over by Lendlease in accordance with the Subcontract; and (c) Substantial Completion.
Project	the project to be completed by Lendlease under the Head Contract and of which WUC and the Works are a part.
Reference Date	each Progressive Reference Date, the Substantial Completion Reference Date and the Final Reference Date.
Secondary Subcontractor	includes any party engaged by the Subcontractor, its subcontractors or any other party, to perform work, provide services, or make a supply which forms part of WUC (or is performed, provided or made for the purposes of, or in connection with, WUC), including subcontractors (of any level in the contractual hierarchy), consultants, suppliers and labour hire firms of the Subcontractor or its Associated Persons.



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Term	Meaning
Site	the places made available, and to be made available, to Lendlease by the client, for the purposes of performing the Project in accordance with the Head Contract and any other places which Lendlease advises the Subcontractor form part of the Site.
Subcontract	the contractual relationship between the parties constituted by the Formal Instrument, the Subcontract Particulars, these Subcontract Conditions and all Schedules and Annexures.
Subcontract Sum	the amount determined in accordance with Annexure A: Subcontract Sum as the "Subcontract Sum", as adjusted in accordance with the Subcontract.
Substantial Completion	that stage in the performance of WUC when Lendlease determines the Works are complete, except for minor defects.
Substantial Completion Payment Schedule	the payment schedule issued by Lendlease under Clause 9.3 in respect of the payment claim made by the Subcontractor in respect of the Substantial Completion Reference Date.
Substantial Completion Reference Date	the date of Substantial Completion.
Supporting Documentation	a duly completed and executed statutory declaration in the form in Schedule C: Statutory Declaration by the Subcontractor and, if any part of WUC is being performed in New South Wales, a completed statement in the form of Schedule B: Subcontractor's Statement.
Works	the whole of the work to be performed in accordance with the Subcontract by the Subcontractor, which is to be handed over to Lendlease.
WUC ('work under contract')	the work which the Subcontractor is or may be required to perform under the Subcontract and includes any work necessarily incidental to the performance of such work.

1.2 General and interpretative provisions

- (a) The laws of the State or Territory in which the Site is located will govern the Subcontract, and each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in the State or Territory in which the Site is located and any court that may hear appeals from any of those courts.
- (b) If any provision or part of any provision of the Subcontract is, in any way, illegal, void, invalid or unenforceable, it is to be read down so as to be legal, valid and enforceable. If this is not possible, the provision (or where possible, the offending part) is to be severed from the Subcontract to the extent only of such illegality, voidness, invalidity or unenforceability.
- (c) The Subcontract constitutes the entire agreement and understanding between the parties in respect of the subject matter of the Subcontract.
- (d) To the maximum extent permitted by law, the operation of any law providing for proportionate liability is excluded in relation to the Subcontract, the Works or WUC.



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- (e) If the Subcontractor becomes aware of any error, discrepancy or ambiguity in or between any document forming part of the Subcontract or otherwise prepared for the purposes of the WUC, the Subcontractor must promptly give written notice to Lendlease. Lendlease may issue written directions to the Subcontractor directing the Subcontractor as to the interpretation to follow. The Subcontractor will not be entitled to make any claim in connection with any such direction.
- (f) The Subcontractor shall commence WUC on the date set out in the Subcontract or such other date as Lendlease may require.
- (g) Any notice to be given hereunder shall be deemed to be sufficiently given if it is issued via Lendlease's project management system or such other method as agreed by Lendlease.
- (h) The Subcontractor must ensure that all information provided to, or obtained by, the Subcontractor in relation to WUC or the Works is kept confidential.
- (i) Upon request from Lendlease, the Subcontractor must make available for inspection and audit by Lendlease (or its nominee), all records and other documents in its possession or control (including records and other documents demonstrating the Subcontractor's compliance with Clause 13). Lendlease also has the right to conduct any probity investigation it requires.
- (j) The Subcontractor must cooperate with Lendlease, the client and other subcontractors and persons on the Site and its surroundings, coordinate the performance of WUC with the work of such persons, and avoid interference with, or disturbance of, other work on the Site and its surroundings.
- (k) The Subcontractor must not subcontract any WUC or assign or otherwise deal with the Subcontract or its rights or benefits thereunder without the prior written approval of Lendlease. The Subcontractor remains wholly responsible for the performance of WUC and all of its other obligations under the Subcontract and will be liable to Lendlease for all acts and omissions of Associated Persons as if they were the acts or omissions of the Subcontractor.
- (l) Lendlease may, at any time, assign its rights and benefits under, or in connection with, the Subcontract or novate the Subcontract to any person, including the client, and the Subcontractor must do all things required by Lendlease to give effect to any such assignment or novation.
- (m) Lendlease hereby discloses to the Subcontractor that Lendlease may receive a benefit from a supplier to the Subcontractor in respect of products for use in WUC, including those products which Lendlease may advise are mandatory or preferred products.

2 SUBCONTRACTOR WARRANTIES AND OBLIGATIONS

- (a) The Subcontractor warrants to Lendlease that:
 - (i) WUC will be performed with due skill, care and diligence, in a proper and workmanlike manner and in accordance with the Subcontract, all laws and any directions of Lendlease contemplated by the Subcontract or otherwise reasonably given;
 - (ii) WUC will be performed so as to ensure that all documents provided by the Subcontractor are fit for their intended purpose and to the extent the Subcontractor is responsible for the design of the Works, the Works will be fit for their intended purpose; and
 - (iii) it is a Fit and Proper person to enter into this Subcontract and to perform WUC.
- (b) Unless stated otherwise in Item 3, the Subcontractor must perform the Design Obligations with due skill, care and diligence, fully complete all design to the satisfaction of Lendlease and, where the Subcontractor, in performing the Design Obligations, specifies any materials for use or incorporation as part of the Works, ensure that all such materials are not banned or otherwise prohibited under any law (including the *Queensland Building and Construction Commission Act 1991* (Qld), the *Building Products (Safety) Act 2017* (NSW) or the *Building Act 1993* (Vic)).
- (c) The Subcontractor is responsible for, assumes the risk of, and will not be entitled to make any claim in connection with, any matters concerning the Site or its surroundings, including conditions above, in, upon, or below the surface of, the Site or its surroundings.



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- (d) The Subcontractor must apply for and obtain all approvals required for the carrying out of WUC, comply with all laws (including all EHS Laws and Applicable Anti-corruption Laws), at all times not be the subject of any Applicable Sanctions and comply with the Global Minimum Requirements and Schedule A: Environment, Health and Safety (EHS) Requirements.
- (e) Except as otherwise expressly provided for in the Subcontract or agreed by Lendlease in writing, the Subcontractor must provide all facilities, materials and other things necessary for the proper performance of WUC (including any WUC identified in Annexure C: Scope of Work).
- (f) At all times during the performance of WUC, the Subcontractor must keep a competent supervisor on the Site. Any instructions given to the supervisor by Lendlease will be deemed to have been given to the Subcontractor.
- (g) Prior to the date stated in Item 5, the Subcontractor must provide to Lendlease deeds in the form required by Lendlease, duly executed by each of the Subcontractor's suppliers of the items stated in Item 5.
- (h) If required by Lendlease, the Subcontractor must, at its own expense, record and make available all data and information (including copies of all supporting invoices, receipts and documents) and complete Lendlease's 'Subcontractor Energy, Water & Waste Reporting' form to enable Lendlease to comply with the *National Greenhouse Energy Reporting Act 2007* (Cth) and its Head Contract obligations.
- (i) The Subcontractor must keep the Works clean and tidy and must remove accumulated rubbish.
- (j) The Subcontractor must develop a quality management system which complies with the requirements of the Subcontract or (in the absence of such requirements) is otherwise acceptable to Lendlease and the quality management system and any supporting documentation (including the Subcontractor's compliance with the quality management system) may be audited by Lendlease at any time during the course of WUC or after Substantial Completion.

3 SECURITY

- (a) The Subcontractor must provide Lendlease with security as stated in Item 2(a).
- (b) Where Item 2(b) provides that this Clause 3(b) applies, subject to Clause 9.6, upon the date stated in Item 2(b), Lendlease must release to the Subcontractor so much of the security as is then held by Lendlease in excess of the amount stated in Item 2(b).
- (c) Subject to Clause 9.6, upon the date stated in Item 2(c), Lendlease must release to the Subcontractor so much of the security that is then held by Lendlease.

4 INTELLECTUAL PROPERTY RIGHTS

- (a) The Subcontractor grants to Lendlease and the client a non-exclusive, royalty-free, irrevocable and transferable licence (including a right to sub-licence) in perpetuity to use all intellectual property rights relating to all documents provided by the Subcontractor for any purpose in connection with the Project.
- (b) The Subcontractor warrants that it will not breach any intellectual property rights or moral rights of any person in performing WUC, and use by Lendlease, the client or any sub- licensee of any documents, designs and information referred to in this Clause 4 and the Works will not infringe any intellectual property rights or moral rights of any person, nor breach any laws.



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5 INSURANCES AND LIABILITY

5.1 Subcontractor insurances

The Subcontractor must effect and maintain the insurances stated in Item 4 for the duration specified for each of the insurances in Item 4 and in a form acceptable to Lendlease, acting reasonably. The Subcontractor must provide to Lendlease certificates of currency for each policy of insurance required to be effected under the Subcontract, when requested by Lendlease.

5.2 Subcontractor indemnity

- (a) The Subcontractor must ensure that no loss of, or damage to, any property and no personal injury or death arises in connection with the performance of WUC or any act or omission of the Subcontractor or the Associated Persons.
- (b) The Subcontractor indemnifies Lendlease against any claims against, or losses suffered by, Lendlease in connection with:
 - (i) any breach of the Subcontract by the Subcontractor;
 - (ii) any negligent act or omission by the Subcontractor or an Associated Person; or
 - (iii) any loss of, or damage to, property or personal injury or death, in connection with the performance of WUC or any act or omission of the Subcontractor or an Associated Person.

5.3 Care of the Works

Until the date stated in Item 6(a), the Subcontractor is responsible for the care of the Works and WUC. If loss or damage occurs to the Works or WUC during the period of the Subcontractor's care, the Subcontractor must, at its cost, rectify such loss or damage.

5.4 Backcharges

Lendlease may, either itself or by a third party, perform an obligation which the Subcontractor was obliged to perform but which it failed to perform within the time required or, at any time prior to the expiry of the Defects Liability Period, rectify any defect, and the losses suffered or incurred by Lendlease in taking such action will be a debt due from the Subcontractor.

6 PROGRESS

6.1 Programme

- (a) Lendlease may:
 - (i) provide the Subcontractor with an overall target schedule, medium range schedule and short range schedule, each of which may be updated or amended by Lendlease from time to time; and
 - (ii) at any time, direct the Subcontractor to provide (or update) a Subcontractor's programme.
- (b) Within 10 business days of a direction under Clause 6.1(a)(ii), the Subcontractor must submit to Lendlease for review, a Subcontractor's programme and such other information as required by Lendlease, which must be to the satisfaction of Lendlease.
- (c) Without limiting Clause 6.5, the Subcontractor must maintain progress of WUC in accordance with the Subcontractor's programme and any schedule provided by Lendlease under this Clause 6.1.
- (d) Any schedule provided by Lendlease under Clause 6.1(a)(i) and any Subcontractor's programme do not form part of the Subcontract.



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6.2 Suspension of WUC

Lendlease may, upon written notice and for any reason, direct the Subcontractor to suspend (and subsequently to recommence) the performance of part, or all, of WUC.

6.3 Resequencing

Lendlease may direct in what order and at what time the various stages or portions of WUC must be performed. The Subcontractor will not be entitled to make any claim in connection with any such direction.

6.4 Acceleration

- (a) Lendlease may direct an acceleration of the progress of all, or any part of, WUC by issuing a document entitled "Acceleration Direction".
- (b) Except to the extent caused or contributed to by the Subcontractor or any Associated Person, if:
 - (i) compliance with an acceleration direction causes the Subcontractor to directly and reasonably incur more cost, or incur less cost, than otherwise would have been incurred had the acceleration direction not been given; and
 - (ii) in respect of the incurrence of more cost only, the Subcontractor achieves full compliance with the acceleration direction,such costs will be added to, or deducted from, the Subcontract Sum (as applicable).

6.5 Substantial Completion

The Subcontractor must proceed with WUC regularly, diligently, with due expedition and without delay and ensure that Substantial Completion is achieved by the Date for Substantial Completion.

6.6 Extensions of time

- (a) If the Subcontractor demonstrates to Lendlease's satisfaction that the Subcontractor is or will be delayed:
 - (i) prior to the Date for Substantial Completion, by an event referred to in Item 7(b) in a manner that will prevent it from achieving Substantial Completion by the Date for Substantial Completion; or
 - (ii) on or after the Date for Substantial Completion, by an event referred to in paragraphs (a) to (c) of Item 7(b) in a manner that will delay it in achieving Substantial Completion,and the Subcontractor has issued a claim for an extension of time within the number of days stated in Item 7(a) after the cause of the delay first arose, Lendlease must grant a reasonable extension of time to the Date for Substantial Completion.
- (b) Lendlease may, at any time, by notice in writing to the Subcontractor, extend the Date for Substantial Completion for any reason. Lendlease may exercise this power in its absolute discretion.
- (c) The Subcontractor's entitlement to an extension to the Date for Substantial Completion under this Clause 6.6 is the Subcontractor's sole remedy for any delay, disruption or interference encountered by the Subcontractor in respect of WUC or the Subcontract and Lendlease shall not be liable in contract, negligence or otherwise for any loss, cost or expense whatsoever suffered or incurred by the Subcontractor in connection with any delay, disruption or interference in respect of WUC or the Subcontract, including where caused directly or indirectly by the default of Lendlease, the acts or omissions of others (whether engaged by Lendlease or otherwise) or any other matter.



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6.7 Liquidated damages

If the Subcontractor fails to bring the Works to Substantial Completion by the Date for Substantial Completion, the Subcontractor must pay to Lendlease, by way of liquidated damages, the amount stated in Item 1(b) for every day after the Date for Substantial Completion up to and including the earliest of Substantial Completion, termination of the Subcontract and the date upon which Lendlease takes over the whole of WUC pursuant to Clause 11.

7 DEFECTS

The Defects Liability Period will commence on Substantial Completion and expire on the date stated in Item 6(b). At any time prior to the expiry of the Defects Liability Period, Lendlease may direct the Subcontractor to rectify a defect. The notice may also specify the date by which rectification work must commence and the date by which the defect must be rectified.

8 VARIATIONS

8.1 Timing and scope of requests

Lendlease may direct the Subcontractor to vary WUC or the Works at any time prior to the expiry of the Defects Liability Period, including by omitting any part of WUC or the Works (and, in Lendlease's discretion, have that WUC or the Works performed by Lendlease or others). No direction by Lendlease will constitute a direction under this Clause 8.1 unless it is in writing and is entitled "Variation Direction" or it is confirmed in writing by Lendlease as constituting or involving a variation.

8.2 Proposed variations

Lendlease may give notice to the Subcontractor of a proposed variation. As soon as practicable after receipt of a notice of a proposed variation, the Subcontractor must notify Lendlease of the anticipated effect (if any) of the proposed variation on the Subcontractor's programme and the Date for Substantial Completion and provide Lendlease with a quotation of price.

8.3 Valuation of variations

Unless otherwise agreed, variations directed under Clause 8.1 will be valued by Lendlease using the following order of precedence:

- (a) rates or prices stated in Annexure B: Variation Rates, to the extent Lendlease considers such rates or prices are applicable; and
- (b) reasonable rates or prices,

and the Subcontract Sum will be increased or decreased by the valuation, as applicable. If Lendlease directs the Subcontractor to perform a variation as dayworks, the Subcontractor must provide its daily record of labour, plant and equipment hours worked or used and the quantity of materials used, on the day when the hours are worked and the plant, equipment and materials are used.

9 PAYMENT

9.1 Measurement of Works

To the extent the Subcontract Sum is determined by reference to a schedule of rates or bill of quantities, then unless the parties agree otherwise, the relevant WUC must be measured, as they proceed (or at such other time directed by Lendlease), by a representative of Lendlease and a representative of the Subcontractor. To the extent the measurements are not agreed by the parties, measurements made by Lendlease will be used.



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9.2 Payment claims

The Subcontractor must claim payment from Lendlease on each Reference Date. A payment claim must include the Supporting Documentation dated, and completed to, the date of submission of the relevant Supporting Documentation and such other details as may be required by Lendlease, which may include a written report on such matters as Lendlease may require in connection with the Subcontractor's compliance with Clause 13.

9.3 Payment schedule and payment

- (a) Within 10 business days after receipt of a payment claim issued by the Subcontractor in accordance with the Subcontract (or such longer period within which any relevant security of payment legislation provides that a payment schedule must be served), Lendlease must assess the claim and issue a payment schedule.
- (b) Lendlease must issue a recipient created tax invoice for the amount certified under Clause 9.3(a). The Subcontractor must not issue a tax invoice to Lendlease.
- (c) Subject to Clause 9.6, the relevant party must pay to the other the amount certified by Lendlease under Clause 9.3(a) by the date stated in Item 8(b).

9.4 Release of claims at Substantial Completion

The parties acknowledge and agree that, on the date that is 20 business days after Substantial Completion, the Subcontractor releases Lendlease, to the extent permitted by law, from any claim except for any claim for payment of the amount shown as payable by Lendlease to the Subcontractor in the Substantial Completion Payment Schedule, any claim for release of security and any claim included in a previous payment claim which is then the subject of a dispute and which is not otherwise time barred.

9.5 Release of claims at Final Completion

The parties acknowledge and agree that, on the date that is 20 business days after the expiry of the Defects Liability Period, the Subcontractor releases Lendlease, to the extent permitted by law, from any claim except for any claim for payment of the amount shown as payable by Lendlease to the Subcontractor in the Final Certificate, any claim for release of security and any claim included in a previous payment claim which is then the subject of a dispute and which is not otherwise time barred.

9.6 Set off and recourse

- (a) Lendlease may set off against any amounts due (or claimed to be due) to the Subcontractor and otherwise recover from the Subcontractor as a debt due any losses or amounts which Lendlease believes, in its bona fide opinion:
 - (i) Lendlease has suffered, or is likely to suffer, as a result of a breach of contract by the Subcontractor, or any negligent act or omission by the Subcontractor or any Associated Person; or
 - (ii) the Subcontractor is or will be required to pay to Lendlease on any basis.
- (b) Lendlease may call on and otherwise have recourse to security (including by withdrawing any retention moneys held in any trust account established pursuant to any security of payment legislation) at any time, including in respect of those amounts referred to in Clause 9.6(a).

10 NOTIFICATION OF CLAIMS

If the Subcontractor wishes to make any claim (other than an Excluded Claim) against Lendlease in respect of anything in connection with the Subcontract, the Subcontractor must, within the time stated in Item 9, submit a written claim to Lendlease via Lendlease's project management system or such other method as agreed by Lendlease. It is a condition precedent to any entitlement or claim by the Subcontractor that the Subcontractor complies with all notice requirements as applicable to the entitlement or claim.



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11 DEFAULT AND TERMINATION

11.1 Preservation of other rights

Nothing in this Clause 11 will prejudice the right of Lendlease to recover damages or exercise any other right or remedy.

11.2 Default by the Subcontractor

If, in the opinion of Lendlease, the Subcontractor commits a material breach of the Subcontract, Lendlease may issue the Subcontractor a notice of default specifying the relevant event. If, within 3 days after receipt of a notice under this Clause 11.2, the Subcontractor fails to remedy the material breach, Lendlease may terminate the Subcontract or take over the whole or any part of WUC that remains to be completed and suspend payment under the Subcontract.

11.3 Insolvency

If the Subcontractor:

- (a) commits an act of bankruptcy, becomes the subject of a bankruptcy petition, or is declared bankrupt;
- (b) enters into a deed of company administration with creditors or is otherwise the subject of a scheme of arrangement;
- (c) is a party to the appointment of, or has a receiver, receiver and manager, trustee, administrator, liquidator, provisional liquidator or other controller; or
- (d) is the subject of anything analogous, or with a substantially similar effect, to any of the events specified in Clauses 11.3(a) to 11.3(c),

Lendlease may exercise its rights under Clause 11.2 to terminate the Subcontract or take over the whole or any part of WUC that remains to be completed and suspend payment under the Subcontract.

11.4 Provisions on termination or take over of all WUC

If the Subcontract is terminated under Clause 11.2 or 11.3, there is a take over of the whole or any part of WUC remaining to be completed under Clause 11.2 or 11.3, or Lendlease terminates the Subcontract at law, without prejudice to any other rights or remedies Lendlease may have, the Subcontractor indemnifies Lendlease against any claims against, or losses suffered or incurred by, Lendlease in connection with such termination, Lendlease taking over or the circumstances giving rise to such termination or taking over.

11.5 Termination for convenience

Lendlease may terminate the Subcontract at any time and in its absolute discretion. If the Subcontract is terminated under this Clause 11.5, the Subcontractor will (as its sole entitlement) be entitled to payment by Lendlease of each of the following:

- (a) the unpaid value of WUC completed in accordance with the Subcontract; and
- (b) the cost of materials properly ordered and intended for incorporation in the Works, for which the Subcontractor has paid, or is legally bound to pay, and ownership of which will pass to Lendlease upon payment by Lendlease.

12 TRUSTEE REQUIREMENTS

- (a) This Clause 12 applies only if stated in Item 10.
- (b) The Trustee warrants to Lendlease that, as at the date of the Subcontract and every 3 months thereafter:
 - (i) the Trust has been duly established;



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- (ii) it has been validly appointed as sole trustee of the Trust and no action has been taken or proposed to remove it as trustee of the Trust;
 - (iii) it has provided to Lendlease all relevant information relating to the Trust and that such information is accurate;
 - (iv) it has a right to be fully indemnified out of the Trust Property in respect of obligations incurred by it under the documents to which it is a party; and
 - (v) the Trust Property is sufficient to satisfy that right of indemnity and all other obligations in respect of which the Trustee has a right to be indemnified out of the Trust Property.
- (c) The Trustee undertakes:
- (i) at Lendlease's request, to exercise its right of indemnity from the Trust Property in respect of obligations incurred by it in connection with the documents to which it is a party;
 - (ii) not to create an encumbrance, or allow one to exist, over its right of indemnity from the Trust Property; and
 - (iii) to comply with its obligations as trustee of the Trust.
- (d) Without the prior written consent of Lendlease, the Trustee may not do anything which:
- (i) effects or facilitates the retirement, removal or replacement of the Trustee as trustee of the Trust;
 - (ii) could restrict the Trustee's right of indemnity from the Trust Property;
 - (iii) could restrict or impair the ability of the Trustee to comply with its obligations under the documents to which it is a party;
 - (iv) effects or facilitates the termination of the Trust. the variation of the Trust Deed or the resettlement of the Trust Property; or
 - (v) could result in the Trust Property being mixed with other property.
- (e) Clause 11.2 (as applicable) will apply in respect of the following additional events and Lendlease will have a right to terminate the Subcontract in accordance with Clause 11.2 in respect of the following events:
- (i) the Trustee ceases to be the trustee of the Trust or any step is taken to remove the Trustee as trustee of the Trust; or
 - (ii) an application or order is sought or made in any court for any part of the Trust Property to be brought into court or administered by the court or under its control or that the Trust be wound up.
- (f) The definitions in Item 10 apply in this Clause 12 and "**Trust Property**" means all Trust rights, property and undertakings and all of the Trustee's rights, property and undertaking which are the subject of the Trust of whatever kind and wherever situated and whether present or future.

13 INDIGENOUS PARTICIPATION

- (a) In this Clause 13, "**Indigenous person**" means a person who identifies as being Aboriginal or Torres Strait Islander.
- (b) The Subcontractor agrees to co-operate with Lendlease to enable Lendlease to meet its Indigenous participation targets, as notified by Lendlease, by employing and training Aboriginal persons and, subject to compliance with Clause 1.2(i), engaging recognised Indigenous businesses for the procurement of goods and services in respect of WUC. The Subcontractor



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must comply with any Lendlease direction, policy or guideline relating to the setting and method for calculation of the Subcontractor Indigenous participation target as provided by Lendlease.

14 INDUSTRIAL RELATIONS REQUIREMENTS

Prior to commencing work on the Site, the Subcontractor must make itself aware of all laws relating to industrial relations matters which may apply to WUC or the Site. The Subcontractor is responsible for industrial relations matters in respect of the Associated Persons. Not less than 5 days prior to commencing WUC on the Site (or such earlier date as directed by Lendlease), the Subcontractor must submit to Lendlease the Subcontractor's plan for the management of industrial relations matters (including industrial disputes) in respect of the Associated Persons and WUC, for Lendlease's review.

15 SETTLEMENT OF DISPUTES

- (a) If a dispute arises between Lendlease and the Subcontractor, either party may issue a notice, in writing, to the other party identifying the particulars of the dispute and the relief or outcome sought by the party.
- (b) Within 10 Business Days after service of a notice of dispute under clause 15(a), senior representatives of Lendlease and the Subcontractor must confer at least once, in an effort to resolve the dispute. All aspects of such conference(s) will be privileged, other than the fact that such conference(s) occurred.
- (c) Nothing in this Clause 15 will prejudice the right of a party to institute proceedings to enforce a payment which is due under the Subcontract, to seek urgent declaratory or injunctive relief in respect of any matter arising under the Subcontract or to invoke its rights under any relevant security of payment legislation.
- (d) Without limiting this Clause 15, where a dispute arises in respect of the assessment of a payment claim under Clause 9.3(a), the Subcontractor may refer such payment dispute to an independent adjudicator where it is entitled to do so under the applicable security of payment legislation.
- (e) Notwithstanding the existence of a dispute, Lendlease and the Subcontractor must, subject to Clauses 11 and 15(c), continue to perform their obligations under the Subcontract.



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SCHEDULE A: ENVIRONMENT, HEALTH & SAFETY (EHS) REQUIREMENTS

The Environment, Health and Safety (EHS) Requirements set out at <https://www.lendlease.com/au/company/procurement/schedules/>, as amended or replaced from time to time.



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SCHEDULE B: SUBCONTRACTOR'S STATEMENT (NSW)

Subcontractor's Statement available at:

https://www.revenue.nsw.gov.au/sites/default/files/file_manager/opt011.pdf



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SCHEDULE C: STATUTORY DECLARATION

I, (Full name), (Position)

OF (Full Address)

in the State of Queensland do solemnly and sincerely declare that:

1. I am authorised by the Subcontractor to make this declaration on its behalf.
2. Attached to this declaration is a payment claim bearing the number and date stated below in respect of the Subcontract between Lendlease Building Pty Limited (ABN 97 000 098 162) and the Subcontractor for the Project described below (**Subcontract**).
3. All remuneration and other entitlements payable to, or on behalf of, the Subcontractor's employees for work under the Subcontract for the period up to submission of the payment claim have been paid.
4. All amounts due to the Subcontractor's Secondary Subcontractors in respect of work under the Subcontract have been paid.
5. All relevant taxes, duties, statutory fees, charges and other amounts due in respect of the Subcontract and payable by the Subcontractor have been paid.
6. The Subcontractor complies and will continue to comply with the Code for the Tendering and Performance of Building Work 2016.
7. All workers engaged by the Subcontractor to perform work under the Subcontract have the legal right to work in Australia.

NAME OF SUBCONTRACTOR: PKF Queensland Pty Ltd
SUBCONTRACTOR ABN: 55 086 218 475
SUBCONTRACT NO: 260843-MIW-005
WORKS: Infill Existing Setdowns to SP1&2
PROJECT: Nambour General Hospital Redevelopment Project
PAYMENT CLAIM NUMBER:
PAYMENT CLAIM DATE:

And I make this solemn declaration conscientiously believing the same to be true, and by virtue of the provisions of the *Oaths Act 1867* (Qld).

Subscribed and declared at

this day of

two thousand

before me:

)
)
)
)
) Signature of declarant

Signature of authorised witness

.....
Name and qualification of witness** (please print)



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