



Short form Subcontract

This Agreement (Contract Number: CPH006)
Is made between

Precision Contracting (QLD) Pty Ltd (ABN 92 138 914 806) and PKF (64 082 896 722)

(The Main Contractor)

(The Subcontractor)

Telephone: 07 3274 2283

Email: admin@precisioncontracting.net.au

Contact Name: John Bucknell

Telephone: 07 3352 4888

Email: sarav@pkflooring.com

Contact Name: SARA VANINETTI

This Agreement comprises this Schedule, the Special Conditions, General Conditions, Scope of Works, Specifications, Drawings, other reference/attached Schedules and the provisions of the Head Contract between Precision Contracting Pty Ltd and the Principal relevant to the Subcontract works. The Subcontractor is deemed to have accepted all the terms and conditions of this Agreement upon signing of this Agreement or commencing the Works whichever is the earlier. This Schedule sets out the defined terms in the Agreement.

- Principal: Precision Contracting
- Project: Caboolture Private Hospital Ward Refurb
- Works: Ward Refurbishment
- Site Address: Mckean Street, Caboolture
- Subcontract Sum: Stage 1(3x Double rooms 1x single room) \$11,299.11 (Plus GST Applicable)
- Job Commencement Date: 8/07/2021 TBC Pending Previous Trades
- Payment Terms:
 - Progress Claim made on 25th Day of each month.
 - Payment Statement to be issued within 10 business days of claim.
 - Payment 30 Days EOM
- Completion Date: 5/08/2021
- Liquidated Damages: \$1000 Per Day
- Defects Liability Period (DLP): 12 Months
- Retention to be held for DLP: 10% of Works Completed to Date Up to a Maximum of 5% of the Subcontract Sum as varied in accordance with this Agreement. 2.5% to be Released on Project's Practical Completion being reached then balance to be Released on expiry of DLP.

Insurances	Workers Compensation	Contract Works	Public Liability	Professional Indemnity
Company		N/A		
Limit of Cover	As required by law	N/A		
Policy No.		N/A		
Expiry Date	Final Completion of the Project	Final Completion of the Project	Final Completion of the Project	7 years after Final Completion of the Project
Signed for: Precision Contracting			Signed for: Subcontractor	
Signature:	John Bucknell		Signature:	
Name:			Name:	SARA VANINETTI
Title:			Title:	Estimator

General Conditions

1. The Works

- a) The Subcontractor shall carry out the Works in a proper and professional manner consistent with Precision Contracting Code of Business Conduct in all respects and to the satisfaction of Precision Contracting and in accordance with the Agreement and any applicable legislation, regulations, by-laws, orders, codes, standards and ordinances of any relevant public or other authorities
- b) Where Precision Contracting is engaged on the Project by agreement with a Principal, the Subcontractor acknowledges that it has been made aware of the terms of that agreement and shall not do anything that may put Precision Contracting in breach of that agreement.
- c) Precision Contracting may inspect, expedite and monitor the Works and the Subcontractor shall give Precision Contracting access to the Subcontractor's premises for such purpose during its normal working hours. Any such measures by Precision Contracting shall not relieve the Subcontractor from its obligations to comply with the Agreement and shall in no way impair Precision Contracting's right to require subsequent correction of non-conforming Works.

2. Time

- a) The Subcontractor shall commence the Works on the Commencement Date and complete the Works by the Completion Date as adjusted in accordance with this Clause.
- b) Precision Contracting may, by notice in writing at any time, suspend the Works, adjust the Completion Date or the order of completion of the Works.
- c) If the Works are delayed by any cause beyond the control of the Subcontractor, the Subcontractor must notify Precision Contracting in writing within seven (7) days of the cause of the delay and provide all relevant details. Precision Contracting will only grant the Subcontractor an extension of time to the Completion Date if in Precision Contracting's sole opinion, the delay will cause a delay to the Project and where relevant, only to the extent that Precision Contracting is granted an extension of time for the same delay by the Principal.
- d) No extension of time shall be granted in respect of inclement weather or industrial delays.
- e) The Subcontractor must cooperate with Precision Contracting and another subcontractor on the Project to ensure the Project is completed as soon as possible.

3. Payment

- a) Precision Contracting shall pay to the Subcontractor the Subcontract Sum as adjusted in accordance with this Agreement.
- b) Precision Contracting will pay the Subcontractor in

instalments as the Subcontractor progressively completes the Works. Each payment will be based on the value of the Works completed by the Subcontractor and will only be made if:

- (i) the Subcontractor submits the claim on the date set out in the Schedule (Payment Terms)
 - (ii) the Subcontractor is not in breach of any term of this Agreement including the requirement to have all insurances in place as set out in the Schedule
 - (iii) separate claims are made for any variations carried out by the Subcontractor and these variations are approved by Precision Contracting
 - (iv) the part of the Works for which the claim is made complies with this Agreement
 - (v) the Subcontractor has provided Precision Contracting with satisfactory evidence that the Subcontractor has paid every person employed or engaged in any way by the Subcontractor on the Works all amounts the Subcontractor is legally required to pay in respect of those persons, their employees or associates, and
 - (vi) the Subcontractor's claim is submitted to the Project Manager in the format prescribed by Precision Contracting (if any) under paragraph 3(d)
 - (vii) the Subcontractor has provided all adverse decisions, directions or orders made by a court or tribunal for a breach of the Independent Contractors Act 2006, the Fair Work Act 2009, the Fair Work (Transitional Provisions and Consequential Amendments) Act 2009, the Migration Act 1958 or a Commonwealth industrial instrument have been provided; and
 - (viii) the Subcontractor has provided amounts it has been required to pay under an adjudication certificate (provided in accordance with a law relating to the security of payments that are due to persons in respect of building work) or owed any unsatisfied judgement debts (including by any related entity) to a building contractor or building industry participant (as those terms are defined in the Building Code)
- c) If the Subcontractor fails to provide Precision Contracting with satisfactory evidence of payment as required in Clause 3(b), Precision Contracting may make such payment directly to any person employed or engaged by the Subcontractor and any amount paid by Precision Contracting shall become a debt due from the Subcontractor to Precision Contracting.
 - d) Precision Contracting may, by notice in writing at any time to the Subcontractor, prescribe the format in which the Subcontractor's claim is to be submitted.
 - e) Precision Contracting will issue a payment statement for each payment claim within the time set out in the Schedule (Payment Terms).
 - f) Each instalment shall be paid by Precision Contracting within the number of days set out in the Schedule (Payment Terms) provided the requirements in Clause 3(b) and 3 (d) have been met.

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- g) Any instalment paid by Precision Contracting shall be deemed to be on account only and shall not imply the Works or any part of the Works is approved by Precision Contracting.
- h) The Subcontractor shall, if requested by Precision Contracting execute a Deed of Release in Precision Contracting's standard form, before Precision Contracting is obliged to pay the Subcontractor the final instalment for the Works.

~~4. Design~~ *EXCLUDED.*

Where the Works include design, the Subcontractor shall:

- (i) Prepare all detailed design which in Precision Contracting's opinion is necessary for the completion of the Works; and
- (ii) Warrant that the design of the Works shall be carried out with the care and skill appropriate to the undertaking, be in compliance with the requirements of the Agreement, including life-cycle requirements, and be fit for its intended purpose.

5. Supply of Goods

- a) Where goods are supplied by the Subcontractor as part of the Works, the goods must be accompanied by a delivery slip. Precision Contracting's shall incur no liability to pay for the goods unless the delivery slip is first signed by Precision Contracting's authorized representative.
- b) (b) Title in any goods and materials supplied or to be supplied by the Subcontractor shall vest in Precision Contracting upon delivery of or payment for same whichever occurs earlier.

6. Variations

- a) Precision Contracting may vary the Works and no such variation shall invalidate the Agreement. The Subcontractor must not commence a variation until it receives a written notice to do so from Precision Contracting. The Subcontractor must comply with the notice.
- b) The price for the variation shall be agreed wherever possible prior to the execution of the variation. In the absence of agreement, the price for a variation shall be a reasonable price determined by Precision Contracting. The price for any variation shall be added to or deducted from the Subcontract Sum.

7. Security for Performance

- a) The Subcontractor must provide Security for performance of its obligations under this Agreement as set out in the Schedule in a form acceptable to Precision Contracting.
- b) Precision Contracting will reduce the Subcontractor's Security by half upon the later of the date of the Certificate of Practical Completion for the Project and the date on which the Works are completed.
- c) Precision Contracting will release the balance of the Subcontractor's Security at the end of the Defects



Liability Period subject to all defects having been rectified to the satisfaction of Precision Contracting.

8. Documents

- a) The Subcontractor is deemed to have examined all the documents comprising the Agreement, obtained all other information necessary to complete the Works, determined the nature and extent of the Works and assessed the amount of temporary work, materials, labour and plant necessary to complete the Works.
- b) The accuracy of any documentation relating to quantities or dimensions provided by Precision Contracting to the Subcontractor is not guaranteed and is provided as indicative only. The Subcontractor is deemed to have made its own assessment of quantities and dimensions
- c) If the Subcontractor finds an error or inconsistency in or between the documents comprising the Agreement, the Subcontractor shall notify Precision Contracting in writing as soon as possible and Precision Contracting will direct the Subcontractor as to the resolution of the inconsistency.
- d) The Subcontractor must give Precision Contracting any warranties (including third party warranties), guarantees, operating manuals or "as built" drawings required under the Agreement or required by Precision Contracting. These documents must be given to Precision Contracting by the Subcontractor in a format acceptable to Precision Contracting the Completion Date.
- e) Precision Contracting's approval of any documents supplied by the Subcontractor shall not relieve the Subcontractor of the responsibility for those documents.

9. Site

- a) The Subcontractor is deemed to have inspected the Site, including its surrounding and local conditions, access to it, facilities on it or near it and physical conditions above and below the surface prior to commencing the work and to have included for all such matters in the Subcontract Sum. No increase in the Subcontract Sum will be allowed for the Subcontractor's failure to ensure that it is fully informed regarding the circumstances relating to the Site.
- b) It is the responsibility of the Subcontractor to set out the Works and to determine the position, levels, size and alignment of all parts of the Works.
- c) The Subcontractor shall not commence work on site without the written consent of Precision Contracting.

10. Care of the Works and Insurance

- a) The Subcontractor shall bear the risk of any loss of or damage to the Works including unfixed goods and

materials (whether on or off Site) until Project Completion.

- b) Before proceeding with the Works, the Subcontractor must arrange the following types of insurance and give Precision Contracting satisfactory evidence that the following insurances have been affected:
 - (i) Worker's compensation and employers' liability insurance for any of the Subcontractors employees or anyone else treated as an employee of the Subcontractor under any legislation;
 - (ii) Public liability insurance in respect of personal injury, death or property damage arising out of the Works;
 - (iii) Loss or damage to material or goods supplied by the Subcontractor until the Works are completed;
 - (iv) Loss or damage to any temporary works and to any plant or equipment supplied by the Subcontractor for use on the Site;
 - (v) Professional Indemnity insurance where the Works involve design; and
 - (vi) Any other insurance required under any legislation
- c) The insurances must be for the amounts stated in the Schedule. Where appropriate, the insurance policies must have a waiver of subrogation clause, a cross liabilities clause and a settlement of claims on the basis of reinstatement or new replacement value clause.
- d) The terms of the insurances must be approved by Precision Contracting however any refusal or failure of Precision Contracting to so approve said terms will not relieve the Subcontractor of the obligation to effect insurances otherwise in accordance with this clause 10.

11. Indemnity

- a) Without limiting any other clause of this Agreement, the Subcontractor indemnifies Precision Contracting against
 - (i) any liability to or claim by the Principal or any other person; and
 - (ii) all costs, losses and damages suffered or incurred by Precision Contracting, as a result of the Subcontractor's breach of this Agreement, or any other act or omission of the Subcontractor associated with arising from the Works.
- b) If Precision Contracting 's liability to the Principal is only partly caused by the Subcontractor's breach of this Agreement, then the amount the Subcontractor must pay Precision Contracting will be in proportion to the Subcontractor's responsibility or contribution to such liability.

12. Delay Damages

- a) If the Subcontractor fails to complete the Works by the Completion Date (as adjusted under this Agreement), the Subcontractor shall pay Liquidated Damages to

Precision Contracting, and if no rate is stated in the Schedule,

any losses, costs, expenses or damages incurred by Precision Contracting as a result of the delay.

- b) Precision Contracting will not be liable to pay the Subcontractor in respect of any prolongation, acceleration, delay or disruption claim other than as set out in this Agreement unless Precision Contracting has agreed in writing to do so.

13. Defects & Defect Liability Period

- a) The Subcontractor warrants that the Works shall:
 - (i) be free from liens, charges, encumbrances, mortgages or other defects in title.
 - (ii) be free from defects in design, materials and workmanship.
 - (iii) conform to the conditions and specifications of the Agreement.
 - (iv) conform to all applicable laws and regulations to which the Works are subject.
 - (v) be new and made to the specified quality.
- b) The warranties noted above are in addition to any statutory warranties applicable to the Works.
- c) If any defects are caused by materials supplied by the Subcontractor or work undertaken by the Subcontractor, the Subcontractor must rectify the defects at the Subcontractor's expense within the time Precision Contracting instructs the Subcontractor to do so. The Subcontractor shall pay any costs and expenses incurred by Precision Contracting in the administration and supervision of the rectification of the defects.
- d) The Defect Liability Period commences on the later of the certified date of Practical Completion of the Project and the date on which the Works are completed and continues for the period set out in the Schedule or until the certified date of final completion for the Project, whichever is later. If the Subcontractor does not rectify the defects to the satisfaction of Precision Contracting within the required time, Precision Contracting may arrange for the rectification to be carried out by others at the Subcontractor's expense which shall be a debt due to Precision Contracting.

14. Assignment

The Subcontractor must not assign or sub-let any part of the Agreement or the Works without Precision Contracting 's prior written consent. Any approval by Precision Contracting to sub-let any part of the Agreement or Works shall not relieve the Subcontractor from any of its obligations under the Agreement.

15. Supervision

Whilst the Works are being carried out, the Subcontractor must always have on Site a competent Authorized Representative who can communicate effectively and

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who is authorized to receive instructions or requests from Precision Contracting. The Subcontractor shall ensure that the Authorized Representative attends all the site meetings upon request by Precision Contracting.

16. Industrial Relations

- a) Industrial relations on all projects undertaken by Precision Contracting are managed in compliance with all relevant industrial laws including the Building Code and any applicable State Code where required. Building Code means the Code for the Tendering and Performance of Building Work 2016. State Code means the New South Wales Code of Practice for Procurement and the Implementation Guidelines to the New South Wales Code of Practice for Procurement: Building and Construction OR the National Code of Practice for the Construction Industry 1997 edition and the Tasmanian Annexure to the National Code of Practice for the Construction Industry OR the Western Australian Building and Construction Industry Code of Conduct 2016 and the Implementation Guidelines to the Western Australian Building and Construction Industry Code of Conduct 2016.
- b) The Subcontractor and any Sub-Subcontractors engaged by the Subcontractor must comply at all times with all relevant legislative requirements including in relation to:
 - (i) Complying with industrial instruments;
 - (ii) Freedom of association;
 - (iii) Payment of strike pay;
 - (iv) Unlawful industrial action;
 - (v) Management of work health and safety related action;
 - (vi) Coercion in respect of industrial instruments and superannuation;
 - (vii) Provision of personal information, and;
 - (viii) Right of entry.
- c) The Subcontractor must allow Precision Contracting sufficient access and provide specific information to allow Precision Contracting to accurately assess the Subcontractor's compliance with regards to industrial relations matters.
- d) The Subcontractor must also comply with any directions made by Precision Contracting regarding industrial relations and bear any losses, costs, expenses or damages it incurs as a result. The Subcontractor will be responsible for any losses, costs, expenses or damages incurred by any person arising out of the Subcontractor's failure to comply with Precision Contracting's directions.
- e) Not less than seven (7) days prior to mobilization of labour to Site, the Subcontractor must advise as to the following:
 - (i) The names and classifications of employees to be engaged on the Project;
 - (ii) Confirm the details of the applicable industrial instrument and provide a copy upon request;



- (iii) Identify any Sub-Subcontractors that are intended to be engaged on the Project.
- f) The Subcontractor undertakes to advise Precision Contracting of any new or amended industrial instruments proposed to be implemented through the course of the Works.
- g) The Subcontractor must provide to Precision Contracting at the time of tender a Declaration of Compliance, in the format provided by Precision Contracting and have been issued by Precision Contracting with a compliant Assessment Report.
- h) Before allowing any of its Sub-Subcontractors to commence on site the Subcontractor must provide to Precision Contracting a Declaration of Compliance, in the format provided by Precision Contracting and have been issued by Precision Contracting with a compliant Assessment Report pertaining to its Sub-Subcontractor.
- i) The Subcontractor agrees to comply with the undertakings provided in the Declaration of Compliance and where applicable those set out in Schedule D: Compliance with the Building Code of this Agreement.
- j) Precision Contracting may require the Subcontractor to prepare and submit a Workplace Relations Management Plan (WRMP) or to adopt and comply with a WRMP in place on the Project. In order to assist in the preparation of the WRMP, the Subcontractor may be required to participate in an Industrial Relations Risk Workshop or equivalent conducted by Precision Contracting. Once a WRMP has been approved by Precision Contracting, it shall form a condition of the Agreement.
- k) Failure to comply with this clause and where applicable the requirements of Schedule D: Compliance with the Building Code [Click here to enter text.](#) will constitute a substantial breach of the Agreement by the Subcontractor and may, at Precision Contracting's absolute discretion, result in termination of the Agreement in accordance with clause 25.
- l) "Sub-Subcontractor" means a subcontractor, supplier or consultant engaged by the Subcontractor.

17. Quality Assurance & the Environment

The Subcontractor must comply with the relevant requirements of AS/NZS ISO 9001, ISO 14001 and Precision Contracting environment policy and procedures and provide all cooperation required by Precision Contracting to enable Precision Contracting to comply with AS/NZS ISO 9001, ISO 14001 and legislation relating to environment.

18. Site Safety

The Subcontractor shall:

- (a) comply with all applicable legislation and industry standards and shall carry out the Works in accordance with Precision Contracting site WH&S requirements listed in the Subcontractor Selection &

Requirements

- (b) Health and Safety Standard Requirements attached to these general conditions;
- (c) Carry out the Works safely, including ensuring that all persons undertaking Works are competent to do so and that all work is undertaken in compliance with all applicable Work Health and Safety legislation and regulations;
- (d) ensure all workers, including Sub-Subcontractors (at the cost of the Subcontractor) attend a Project Induction prior to commencing work on site.
- (e) ensure that temporary works of a proprietary nature (such as hoists, tower cranes, concrete placement booms etc) are planned and installed by competent persons in accordance with the manufacturer's instructions.
- (f) ensure the persons involved in the installation and dismantle of temporary works of a proprietary nature are trained in the plant specific requirements of the manufacturer's instructions.

19. Plant and Equipment

All plant and equipment shall comply with applicable legislation, certification and standards from regulatory authorities.

- (a) A current Plant Hazard Assessment (PHA) must be provided for all plant brought onto the site.
 - (i) All plant and equipment supplied to or used by the Subcontractor on the Project shall be appropriately inspected and maintained, certified for use and must be provided with instructions for use.
 - (ii) Precision Contracting accepts no liability for losses incurred from plant and equipment being stood down due to non-conformance to the above requirements. Plant operators shall be required to demonstrate their competency with respect to the safe operation of plant.

20. Instructions

- a) The subcontractor must carry out any written instruction Precision Contracting gives to the Subcontractor relating to any aspect of the Works.
- b) The subcontractor shall not have any right to make a claim against Precision Contracting for money arising out of any instruction Precision Contracting gives to the Subcontractor, unless Precision Contracting's Project Manager, whose name shall be advised in writing to the Subcontractor, approves the instruction as a variation in accordance with this Agreement.

21. Set Off

Precision Contracting may set off any of the following amounts against any amount Precision Contracting owes the Subcontractor or against the Subcontractor's security:

- (i) any amount the Subcontractor is required to pay under this Agreement,
- (ii) any costs Precision Contracting incurs by doing something the Subcontractor is required to do but fails to do under the Agreement,
- (iii) any amount the Subcontractor owes Precision Contracting under any other agreement, and
- (iv) any amount by which, in Precision Contracting's opinion, the value of the Works is diminished as a result of the Subcontractor's failure to comply with the Agreement.

22. Notices

Where a notice or instruction has to be given under this Agreement, it may be given by hand, facsimile transmission, or sent by post to the address set out in this Agreement, or a substitute address that has been notified in writing to the other party. A notice shall have effect from the time it is delivered to or received at the nominated address of the party.

23. Novation

At any time, Precision Contracting may give the Subcontractor a written notice advising that the Agreement has been novated to the Principal and/or its nominee. The novation shall not entitle the Subcontractor to any payment additional to the sum assessed in accordance with the Agreement. From the date the Subcontractor receives the notice it agrees:

- (i) to perform all its obligations under the Agreement as if the Principal or its nominee is a party to the Agreement in place of Precision Contracting, and
- (ii) that it ceases to have any rights against Precision Contracting under the Agreement.

24. Bar on Claims

Except as provided for elsewhere in this Agreement, the Subcontractor shall not have any right to make a claim for money against Precision Contracting arising out of the Works or the Agreement unless the Subcontractor gives to Precision Contracting:-

- a) a written notice not later than seven (7) days after the first occurrence of the circumstances on which the claim is based, that it intends to make a claim; and
- b) a further written notice within seven (7) days of the first notice providing detailed particulars of the basis for and the quantification of the claim.

25. Default and Termination

- a) If in Precision Contracting's opinion the Subcontractor fails to comply with any requirement in this Agreement or has not proceeded with the Works competently or with reasonable diligence, Precision Contracting is entitled to end the Agreement or take over all or part of the Works by giving written notice to the Subcontractor.

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- b) Precision Contracting may end the Agreement effective immediately by written notice to the Subcontractor if the Subcontractor tries to enter into a composition or arrangement with creditors or any attempt is made to wind the Subcontractor up, bankrupt the Subcontractor, make the Subcontractor insolvent, appoint an administrator or an official manager or receiver for any of the Subcontractor's property or undertaking, or an execution is levied against the Subcontractor.
- c) Notwithstanding any other provisions of the Agreement, Precision Contracting may terminate the Agreement by giving fourteen (14) days written notice to the Subcontractor.
- d) If Precision Contracting ends this Agreement or takes overall or any part of the Works pursuant to clause 25 (a) or 25 (b):
- (i) Precision Contracting may immediately suspend any further payments to the Subcontractor
 - (ii) Precision Contracting may employ other people to carry out all or any part of the Works at the Subcontractor's expense, and
 - (iii) at no cost to Precision Contracting, any materials, plant or equipment owned by the Subcontractor may be used by Precision Contracting for the purposes of completing the Works.
- e) If Precision Contracting ends this Agreement pursuant to clause 25 (c) and provided the Subcontractor is not in default, Precision Contracting shall pay the Subcontractor for the work carried out prior to termination and all reasonable costs associated with the cancellation of any orders placed by the Subcontractor prior to termination.

26. Dispute Resolution

- a) If a dispute arises under this Agreement, either party may at any time give written notice to the other requesting that a settlement meeting take place. Nominated representatives of both parties must meet within seven (7) days of the notice and endeavor to resolve the dispute in good faith.
- b) If a settlement meeting does not take place or, after seven (7) days of the settlement meeting the dispute remains unresolved, the dissatisfied party is free to pursue its rights under Clause 27.
- c) Notwithstanding the existence of a dispute, the Subcontractor shall continue to perform and execute the Works in accordance with the Agreement.

27. Applicable Law

The Agreement is governed by the laws of the State of Australia the Works take place in. Any legal proceedings commenced by Precision Contracting or the Subcontractor to enforce rights under the Agreement must be brought in the appropriate Court in that State.



28. Confidentiality

The Subcontractor shall keep all aspects of this Agreement and all matters arising from the Works confidential and shall not disclose these details to any third party except to the extent necessary to perform the Agreement or required by law, or with the written consent of Precision Contracting. This obligation shall be a continuing obligation and shall survive the completion or termination of the Agreement.

29. Interpretation

- a) This Agreement constitutes the entire agreement between Precision Contracting and the Subcontractor and cancels all previous offers and negotiations in relation to the Works.
- b) The fact that Precision Contracting fails to do or delays in doing something Precision Contracting is entitled to do under this Agreement does not amount to a waiver of any obligation of or breach of obligation by the Subcontractor. A waiver by Precision Contracting is only effective if it is in writing and then only in relation to the particular obligation or breach in respect of which it is given and not any other occasion.
- c) The Agreement is not to be construed against Precision Contracting merely because Precision Contracting prepared the Agreement.
- d) If any clause or part of a clause is illegal, unenforceable or invalid, that clause or part is to be treated as removed from this Agreement, but the rest of this Agreement is not affected.

30. Security of Payment

- a) For the purpose of this clause "Security of Payment Act" means legislation applying in the jurisdiction where the Works take place, that has amongst its objectives the creation of a statutory entitlement to progress payments for the performance of construction work or provides procedures for determining or securing payment of that entitlement, pending any final assessment under the relevant construction contract.
- b) The Subcontractor must ensure that Precision Contracting immediately receives a copy of any written (including electronic) communication the Subcontractor delivers or causes to be delivered to or which the Subcontractor receives from any other party in relation to the Security of Payment Act.
- c) If the Subcontractor makes an application under the Security of Payment Act for any form of adjudication and the parties are permitted to agree under their contract:
- (i) on the identity of the person or organization to carry out or to nominate to carry out the adjudication, it is hereby agreed that such

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adjudicator or nominating person shall be the person nominated by the President of the Resolution Institute; and

- (ii) on the type of security to be given by a respondent to secure payment of a determination by an adjudicator in lieu of direct payment, it is hereby agreed that such security shall be in the form of an unconditional undertaking given by a bank.
- d) Where the Subcontractor suspends the Works pursuant to the Security of Payment Act,
 - (i) the Completion Date shall not be affected and the entitlement to suspend shall not of itself be a cause beyond the control of the Subcontractor for the purposes of clause 2 of the Agreement;
 - (ii) Precision Contracting may invoke its right to terminate the Subcontract pursuant to clause 25; and
 - (iii) such suspension shall be deemed to be an act or omission of the Subcontractor pursuant to clause 11 and the Subcontractor shall indemnify Precision Contracting accordingly.
- e) In the event the Subcontractor refers any invoices or claims for payment to adjudication under the Security of Payment Act, then the amount of any determination by an adjudicator appointed under the relevant Act in respect of that invoice or claim will be the maximum amount of the Subcontractor's entitlement in respect of that claim under this Agreement.

31. GST

The parties by signing this Agreement are deemed to have agreed that Precision Contracting will issue Recipient Created Tax Invoices ("RCTI's") in respect of all Works undertaken by the Subcontractor and that the following

provisions of this clause govern their arrangements in connection with GST, as defined in the 'A New Tax System (Goods and Services Tax)' Act 1999 (Cth) ("GST Act"):

- a) For the purposes of this clause any terms defined by the GST Act shall have the meaning given to those terms under the GST Act;
- b) The parties acknowledge that all amounts payable under this Agreement are expressed to be exclusive of GST.
- c) Without limiting clause 31(b):
 - (i) if an amount payable under this Agreement is calculated by reference to or relates to a cost, expense, liability or similar amount ("Liability") incurred by a party, then the Liability must be reduced by the amount of any Input Tax Credit to which that party is entitled in respect of that Liability. The party will be assumed to be entitled to a full Input Tax Credit unless it demonstrates that its entitlement is otherwise prior to the date on which the payment must be made; and
 - (ii) if an amount payable under this Agreement is calculated by reference to or relates to price, value, sales, revenue or similar amount ("Revenue"), then the Revenue must be exclusive of GST.
- d) If there is a Tax Adjustment Amount:
 - (i) the Subcontractor must notify Precision Contracting in writing at least seven (7) days before any payment is made to the Subcontractor under this Agreement; and
 - (ii) the amounts payable by Precision Contracting to the Subcontractor under this Agreement must be reduced by the amount of any Tax Adjustment Amount



General Condition

SCHEDULE A: SCOPE OF WORKS

The extent of the subcontract work shall include for, be subject to, but not be limited to the following:

Definitions:

'Act' means the State and or as applicable Federal parliamentary act (including associated regulations) relating to work health and safety applicable to the relevant State or Territory jurisdictions of Australia in which the Subcontractor carries out the work under the Subcontract.

1. Legislation, Regulations, Codes and Precision Contracting Policies and Standards

Without limiting the generality of any other provision of this Subcontract, the Subcontractor must comply with the provisions of the Act and any Regulations made under the Act, Codes and Draft Codes of Practice including Industry Standards issued which are relevant to any part of the work under the Subcontract.

In performing the work under the Subcontract, the Subcontractor shall comply with:

- a. all Laws (which shall include the provisions of any Work Health or Safety Act, Regulation or approved Code of Practice) including the harmonised Work Health and Safety (WHS) laws effective from their date of commencement by Government proclamation) ; and
- b. the Precision Contracting WHS Standards (Global Mandatory Requirements); and
- c. the Precision Contracting Workplace Safety Management Plan; and
- d. the Precision Contracting WHS Policy; and
- e. the Precision Contracting Safety, Quality Environment Risk Management procedures; Subcontractor Health, Safety, Environment and Safety (HSE) Pack and
- f. agreed fatigue management guidelines or procedures; and
- g. any policy or procedures of the Principal (communicated to the Subcontractor via Precision Contracting or otherwise) relating to safety and public health (including, without limitation, work health and safety); and
- h. any other requirements that Precision Contracting may reasonably prescribe with respect to health and safety or related matters, including site safety rules; and
- i. consultative requirements established on the Site for health and safety consultation

2. The Subcontractor is for the purposes only of the Act:

- a. the PCBU engaging workers (whether under a contract of employment or otherwise) for the work under the Subcontract; and
- b. an occupier (to the exclusion of Principal and Precision Contracting) of the Site and all parts of

SV

the Project required to undertake the Works,
and shall undertake all the duties and responsibilities of a PCBU and the occupier of a workplace as set out in the Act or any other legislation or authority requirements relating to occupational health and/or safety or welfare.

3. Incident Notification and Reports

In carrying out the Works, or performing any work under the Subcontract, the Subcontractor, in addition to, and not in derogation of the requirements of the Subcontract must:

- a. verbally notify Precision Contracting immediately of all injuries, property damage and incidents (including dangerous occurrences or dangerous incidents as defined in work health and safety legislation) that may occur (whether to property or persons of the Subcontractor, Precision Contracting, the Principal, or members of the public or any other third party);
- b. ensure that the scene of any notifiable incident (as defined in work health and safety legislation) is not disturbed until notified by Precision Contracting (unless to the extent allowable pursuant to that work health and safety legislation)
- c. notify the relevant State authority of any workplace incidents involving serious injury to workers or the



public in accordance with any Act or Regulation and provide a copy of that notification to Precision Contracting;

- d. provide to Precision Contracting, reports of:
 - (i) all injuries and incidents involving Subcontractor workers engaged on work at the Site;
 - (ii) any injuries and incidents involving members of the public;
 - (iii) any damage to property occurring on the Site; and/or
 - (iv) any dangerous occurrences or dangerous incidents, arising from or associated with the carrying out of the Works by the Subcontractor or any other activities on the Site, including steps taken or to be taken to prevent recurrence;

Health and Safety Planning

1. Risk Assessment

- a. The Subcontractor shall document and submit for acceptance by Precision Contracting and/or the Principal, Work Method Statements and/or Process Procedures and high-level Risk Assessments for review in accordance with section 3.3 Risk Management in the Subcontractor Health, Safety, Environment and Safety (HSE) Pack -.
- b. As a minimum, the documents required under 4a. shall be submitted 5 working days prior to commencing work and shall state the following: Note: Activity methodology information required for the development of an Activity Method Statement (AMS) must be provided at least 10 days prior to commencement of work,
 - (i) the Subcontractor's representative and Supervisor for the purpose of the Act;
 - (ii) the tasks and activities to be performed;
 - (iii) methodology on how the tasks and activities are to be conducted;
 - (iv) the hazards associated the with tasks/activity (including the Precision Contracting Global Mandatory Requirements)
 - (v) the proposed method of controlling the hazards identified (including the Precision Contracting Global Mandatory Requirements)
 - (vi) the training (including required licenses, accreditations, permits, certification and the like), experience and any particular attributes required of workers performing the tasks/activities;
 - (vii) The Codes and Regulations the tasks/activities are covered by.
- c. The Subcontractor shall ensure all direct and indirect workers are suitably supervised, trained and instructed in the work under the Subcontract performed by the Subcontractor and how the tasks and activities are to be conducted safely, including through:
 - (i) Convening and facilitating, or participation in Task Risk Assessments (TRA) or their equivalent risk assessments formats in accordance with section 3.3 Risk Management in the Subcontractor Health, Safety, Environment and Safety (HSE) Pack, to assess and document the hazards and risks of tasks and activities and develop methods to eliminate or control the hazards and risks.
 - (ii) Participation in risk workshops that assess the proposed work methodology (referred to as Activity Method Statements).
 - (iii) Co-operative participation in regular safety onsite inspections at times nominated by Precision Contracting.
 - (iv) Immediate discontinuance of any practice (including removal of equipment) considered by Precision Contracting to be dangerous, notwithstanding that the relevant practice, or equipment may have previously been approved.
 - (v) Being subjected to and cooperating with TRA or equivalent reviews and/or audit by Precision Contracting to determine the suitability of these risk assessments.
- d. The Subcontractor will review each TRA or its equivalent risk assessment against the Precision Contracting TRA Review as indicated in section 3.3 Risk Management in the Subcontractor Health, Safety, Environment and Safety (HSE) Pack, before works commence and provide a copy of those reviews to Precision Contracting and/or the principal as required.
- e. The Subcontractor will ensure that every Subcontractor worker (and any sub-Subcontractor workers) conduct daily or start of new task Precision Contracting Start Card situation awareness risk assessments in accordance with section 3.3 Risk Management in the Subcontractor Health, Safety, Environment and Safety (HSE) Pack;
- f. A failure by the Subcontractor to comply with the provisions of these requirements shall constitute a fundamental breach of the Subcontract.

The Subcontractor shall not, at any time, leave work in an unsafe condition or any condition that might cause damage to existing work, plant or equipment or injury to persons but shall continue that work until it is at a safe stage. The cost of any such continuation of work shall be borne by the Subcontractor.

Hazardous Chemicals including Dangerous Goods

- a. Prior to bringing any substance onto the site, whether for incorporation into the Works or otherwise, the Subcontractor shall provide Precision Contracting and/or the principal with a Safety Data Sheet and a completed Hazard Identification and Risk Assessment Sheet in accordance with Subcontractor Health, Safety, Environment and Safety (HSE) Pack – Materials Control and Hazardous Chemicals including Dangerous Goods for the handling and/or application of the substance.
- b.
- c. Precision Contracting and/or the principal may reject any Safety Data Sheet which does not provide adequate information to make an assessment of the health or safety risk of the substance.
- d. Notwithstanding Precision Contracting's or the principal's approval for the use or incorporation of a substance, the Subcontractor shall remain wholly responsible and liable for the work under the Subcontract and for the Works.
- e. Precision Contracting's or the principal's failure or refusal to approve of any substance for use or incorporation into the Works shall not entitle the Subcontractor to an extension of time or to claim cost, loss expense or damage for delay, disruption, breach of Contract, or in tort, including negligence, misrepresentation or otherwise, or to claim on any other basis whatsoever whether under the Subcontract, arising out of it, in relation to it or otherwise.
- f. The Subcontractor shall establish and maintain a Register of Hazardous Chemicals retained on Site, and obtain, for each hazardous chemical, a Safety Data Sheet, copies of which should be made available to users, and other workers upon request.
- g. The Subcontractor's attention is specifically drawn to and the Subcontractor must:
 - I. Comply with the provisions of the Act which prohibit the manufacture, supply, storage, transport, sale, use, re-use, installation or replacement of all forms of asbestos and asbestos-containing material;
 - II. Where any testing is required, be in accordance with AS 4964 – 2004 Method for the qualitative identification of asbestos in bulk samples; and
 - III. Ensure any testing is undertaken by a NATA accredited laboratory, or where conducted outside Australia, a laboratory that is a signatory to a Mutual Recognition Agreement with NATA.
- h. The storage and handling of flammable and combustible liquids shall be carried out in accordance with all relevant Australian Standards (including AS1940 and AS1988). The Subcontractor shall advise Precision Contracting and/or the principal before flammable materials are brought to the Site for storage.
- i. Storage of oxyacetylene, when not in use, shall be in a locked store. Bottles shall not be left freestanding. Any storage trolleys used for this purpose shall have an appropriate fire extinguisher attached.

Confined Spaces

- a. Entry to confined spaces shall be in accordance with the Act, AS/NZS 2865 Safe Working in a Confined Space and with Subcontractor Health, Safety, Environment and Safety (HSE) Pack – Confined Space.
- b. The Subcontractor is required to submit to Precision Contracting and/or the principal, a request for approval of a Confined Space Entry Permit and to receive confirmation of approval and issue of same before entering any confined space

Protective Clothing and Equipment (PPE)

- a. The subcontractor shall ensure that each of its workers or personnel in attendance on the Site wears, as a condition of entrance to the Site, the following mandatory personal protective equipment (PPE) (and provides such PPE to its workers at the Subcontractor's own cost):
 - (i) high visibility clothing;
 - (ii) Short sleeves
 - (iii) shorts
 - (iv) gloves;
 - (v) safety glasses;
 - (vi) hard hat; and
 - (vii) safety boots;
 - (viii) hearing protection in signposted areas;
 - (ix) other personal protective equipment relevant to the task being undertaken

Electrical Tools and Equipment Safety



- a. The Subcontractor shall comply with the 'relevant Industry Standard for Electrical Installations on Construction Sites'.
- b. Where the Subcontractor proposes not to adopt the 'relevant Industry Standard for Electrical Installations on Construction Sites' it shall advise Precision Contracting and/or the principal of the proposed alternative procedure or practice and the reason for not wanting to comply with the industry guidelines. Any such alternative procedure must be demonstrated to be to a higher safety standard than industry guidelines.
- c. In any event, the Subcontractor accepts the full liability in it choosing not to comply with any provision of the industry guidelines regardless of any discussions with or advice it may have provided to or received from Precision Contracting and/or the Principal on alternative practices.
- d. All electrical equipment and tools shall be checked and tagged in accordance with industry guidelines.
- e. The Subcontractor is required to provide adequate facilities to ensure that electrical leads are elevated in accordance with industry guidelines.
- f. Where tools or equipment fail to meet the requirements of the applicable electrical safety acts and AS 3000 the tools and equipment shall be immediately repaired, checked and tagged at the Subcontractor's expense or removed from the site and replaced with compliant tagged tools or equipment as is necessary to carry out the work under the Subcontract.

Alcohol and Drugs

- a. Under no circumstances is alcohol or non-prescribed drugs to be taken on to the Site or consumed on the Site by the Subcontractor or its workers. Persons found to be under the influence of alcohol or non-prescribed drugs shall immediately cease work and either be removed from the Site or be confined to a safe non-working area of the Site. All Subcontractor workers will be subject to and comply with Precision Contracting and applicable principal Drug and Alcohol Policies and Procedures which include prescription medication that can impair fitness for duty.

Work at Height

- a. Any work performed where there is a potential to fall from one level to another shall be carried out in accordance with the relevant WHS legislation and Subcontractor Health, Safety, Environment and Safety (HSE) Pack – Work at Heights.

Plant and Equipment

- a. Prior to bringing any plant or equipment to the Site, the Subcontractor must carry out and provide to Precision Contracting and/or the principal, copies of Plant Hazard Identification Risk Assessments in accordance with Subcontractor Health, Safety, Environment and Safety (HSE) Pack – Plant and Equipment Control for the work to be undertaken, up to date Maintenance Records, Log Books and copies of any plant certification (Crane Industry certification or equivalent) where relevant.
- b. Each item of plant brought onto Site must be approved by Precision Contracting and/or the principal in accordance with Subcontractor Health, Safety, Environment and Safety (HSE) Pack – Plant and Equipment Control. Such approval shall not relieve the Subcontractor of its sole and absolute responsibility for that plant and to execute the Works safely.
- c. All crane and lifting operations on the site shall be performed by competent operators, diggers and riggers utilizing well maintained and fit for purpose rigging and slinging gear. All cranes shall comply with the relevant parts of AS1418 and shall be used in accordance with the relevant parts of AS2550. Lift studies will be required for significant lifts as defined in Precision Contracting's Crane Procedures.

Excavation and Trenching

- a. Any excavation and trenching work shall be carried out in accordance with the Act and Subcontractor Health, Safety, Environment and Safety (HSE) Pack – Excavation and Trenching.
- b. The Subcontractor will be required to submit to Precision Contracting and/or the principal a request for approval of an Excavation and Trenching Permit in accordance with Subcontractor Health, Safety, Environment and Safety (HSE) Pack – Excavation and Trenching and to receive said approval before breaking ground.

Heavy Vehicle Chain of Responsibility

- a. The Subcontractor will ensure compliance with the Heavy Vehicle National Law. This requirement will ensure that:
 - (i) Vehicles do not exceed vehicle mass and dimensions
 - (ii) Loads are correctly restrained
 - (iii) Drivers fatigue is managed appropriately

- (iv) Speed limits are not exceeded
- b. The subcontractor will identify their role in the delivery of goods and use of heavy vehicles. The role the subcontractor will play may include one or more of the following:
 - (iii) Consignor / Dispatcher
 - (iv) Consignee / Receiver
 - (v) Loading / Unloading Manager
 - (vi) Packer
 - (vii) Employer
 - (viii) Scheduler
 - (ix) Operator / Manager

Temporary Works

- a. Prior to commencing any work associated with the installation, use, alterations and/or removal of Temporary Work (TW) at a PC Workplace, the subcontractor must appropriately risk assess the activity to prevent TW from collapsing and exposing people to hazards associated with TW.
- b. TW design must be certified and verified by appropriately qualified persons
- c. The subcontractor is to ensure the installation of TW is in accordance with the design and TWs are not used until they have been validated by an appropriately qualified and competent person prior to initial use and loading
- d. The subcontractor must ensure no changes are made to any installed TW without approval from the designer and when required, further design verification and validation
- e. The subcontractor must ensure that any TW of a propriety nature (such as hoists, tower cranes, concrete placement booms etc.) are planned and installed by competent persons in accordance with the manufacturer's instructions. Persons involved in the installation and dismantle must be trained in the plant specific requirements of the manufacturer's instruction.

Communication and Safety Meetings

- a. The Subcontractor shall meet regularly (nominally monthly) with Precision Contracting and/or the principal's Site management team to discuss Health & Safety activities and safety interface requirements and to review incident reports and trends. It is anticipated that the Subcontractor (depending on the number of workers) would be represented by a Safety Representative from the workforce and one from the management staff.
- b. The Subcontractor shall conduct Daily Pre-Start meetings in accordance with Subcontractor Health, Safety, Environment and Safety (HSE) Pack – Communication and provide a copy of those Daily Pre-Start meeting records to Precision Contracting and/or the principal [insert frequency of record submission].
- c. The Subcontractor shall conduct weekly Toolbox meetings in accordance with Subcontractor Health, Safety, Environment and Safety (HSE) Pack - Communication with their workers to promote and discuss WH&S matters or attend toolbox meetings as directed by Precision Contracting and/or the principal and provide a copy of those Pre Start meeting records to Precision Contracting and/or the principal [insert frequency of record submission].
- d. The Subcontractor shall participate in Safety Education Programs that are provided for workers of the Subcontractor at times to be nominated by Precision Contracting and/or the principal. Such Safety Education Programs shall be provided by Precision Contracting and/or the principal free of charge to the Subcontractor. However, the Subcontractor will allow his personnel to attend such Safety Education Programs and shall pay the costs of his worker's time with no reimbursement of such costs from Precision Contracting and/or the principal.
- e. The Subcontractor shall display on notice boards pamphlets, posters and notices in respect of work safety, as directed by Precision Contracting and/or the principal.

Training and Certificates of Competency

- a. The Subcontractor shall carry out the Subcontractor's Activities in such a manner as to avoid injury or damage to any person or property. Notwithstanding the foregoing, the Subcontractor shall:
 - (i) Ensure that prior to commencing work on the Site; the Subcontractor's personnel (including invitees) and sub-Subcontractor personnel have completed the appropriate construction industry induction and will attend a Site Induction Course provided by Precision Contracting or the principal;
 - (ii) Provide to Precision Contracting and/or the principal on the commencement of work at the workplace, all relevant licenses to operate high risk plant, verification of competency for operators of plant and equipment and records of training;
 - (iii) Allow any member of their workforce elected to a Health and Safety Committee (HSC) time to attend to their duties as a member of such a committee or Work Group. The cost of this shall be borne by the

Subcontractor.

Vaccinations

a. For persons who may come into contact with waste-water and or blood it is strongly recommended that personnel have the following vaccinations:

- (i) Hepatitis A
- (ii) Hepatitis B
- (iii) Polio
- (iv) Tetanus.

An example of such personnel would be a peggie or first aider. When the work Site is within a Treatment Plant it is strongly recommended that vaccinations are given to all personnel.

It should be noted that these vaccinations can take time to provide the maximum protection against infection and the Subcontractor is advised that to pre-plan accordingly. Advice should be obtained from a Medical Practitioner in these regards.

The cost of vaccinations and related Medical advice shall be borne by the Subcontractor

Summary of Health and Safety Deliverables

Pursuant to the requirements in this Subcontract, the following is a summary of the Health and Safety deliverables:

N o	Requirement	When	Documents submitted to PC
1.	Nominate a person responsible for WHS&R.	Before start of work	5 days prior to commencement
2.	Nominate a qualified RTW Coordinator.	Before start of work	5 days prior to commencement
3.	Submit site specific Safety Management plan	Before start of work	5 days prior to commencement
4.	Work Activity Method Statement or Works Methodology. (AMS)	Before start of work	10 days prior to commencement
5.	Notify PC of any changes to a TRA	Before start of work	Prior to commencing activity
6.	Notify PC of workers attending site safety induction	Before start of work	5 days prior to commencement
7.	Inspection & maintenance records and registration details for all static	Before plant using	5 days prior to commencement
8.	Plant Hazard Assessments (PHA) or equivalent	Before using	5 days prior to commencement
9.	Plant pre-start check sheets	Before using	Weekly basis [insert day]
10.	Conduct a PC situational awareness Start Card/equivalent	Daily	Not required to be submitted
11.	Pre-Start Meeting Records	Daily	Weekly basis [insert day]
12.	Ensure subcontractor workers are fit for work	Daily	NA
13.	Report any incident notification or investigations to PC	Immediately	Immediately
14.	Subcontractor to attend all medical appointments and provide related paperwork to PC such as WC medical certificates and RTW	N/A	Med certificates & RTW Plans to PC
15.	Notify PC of any Improvement or Prohibition Notices	Immediately	Immediately
16.	Notify the [insert relevant authority] of notifiable incidents except in the case of safety incidents where PC will notify the regulator if required.	Immediately	Immediately
17.	Copies of worker's high risk work licences and verification of competency within the last two years	On start	Prior to commencing
18.	Copies of Task Risk Assessments (TRA) or equivalent for works	On start & developed	On start and as developed
19.	Provide subcontractor workers with PPE requirements	On start & fair wear	N/A

N o	Requirement	When	Documents submitted to PC
20.	Copies of Safety Data Sheets (SDS) and register	Prior to use	Prior to commencing activity
21.	Complete PC Excavation and Trench Permits	Prior to activity	Prior to commencing activity
22.	Complete PC Isolation Permits	Prior to activity	Prior to commencing activity
23.	Complete PC Confined Space Permits	Prior to activity	Prior to commencing activity
24.	Complete PC Work at Heights Permits	Prior to activity	Prior to commencing activity
25.	Toolbox Talk Records	Weekly	Weekly
26.	Plant daily inspections checklists	Daily	Weekly
27.	Plant & Equipment Register	Weekly	Weekly
28.	Verify compliance with PC Hi-acceptance procedure	Prior to on-tracking	10 Days prior to track travel
29.	Attend weekly Observations and conduct in-situ audits of own SWMS	Weekly	Weekly
30.	Inspection & maintenance records for all static/mobile plant controlled	Monthly	Monthly
31.	Inspections of scaffolding	Monthly	Monthly
32.	Monthly WH&S statistical reports	Monthly	Monthly
33.	Fall Prevention equipment inspections & tagging records	Every 6	Prior to start & then every 6 months
34.	Electrical tools & RCD inspections & tagging records	Monthly	Prior to commencement & Monthly
35.	Portable Electrical Generators fitted with RCD protected outlets.	Daily	Prior to commencement & then Daily
36.	Provide monthly records of lifting gear inspections	Monthly	Monthly record
37.	Provide copies of licenses for demolition and/or asbestos removal	Prior to activity	Licence
38.	Inform workers of PC fatigue, alcohol and other drug requirements	Before start of work	Toolbox sign on sheet
39.	Manage fatigue in accordance with PC guidelines and procedures	Prior to activity and when	Rosters and fatigue calculations
40.	Crane lift studies	5 days Prior to lifting	Lift study based on PC procedure or equivalent
41.	Attend pre-work brief before accessing site	Prior to accessing site	Safeworking personnel will submit sign on sheet for brief on daily basis
42.	Ensure all safety workers carry RIWC with the relevant competencies for the task being performed	Prior to accessing site	On-line records through OSTE database
43.	Provide energy usage data (diesel, unleaded, grease, oils, LPG, welding gases, solvents, biodiesel)	Monthly	Monthly

Short form Subcontract



Schedule D Compliance with the Building Code

Compliance with the Code for the Tendering and Performance of Building Work 2016

In these clauses:

ABCC	means the body referred to in subsection 29(2) of the Act.	
ABC Commissioner	means the Australian Building and Construction Commissioner referred to in subsection 15(1) of the Act.	
Act	means the Building and Construction Industry (Improving Productivity) Act 2016.	
Building Code	means the <i>Code for the Tendering and Performance of Building Work 2016</i> is available at www.abcc.gov.au has the same meaning as in the Act.	
Building Contractor	has the same meaning as in the Act.	
Building Industry Participant	has the same meaning as in the Act.	
Building Work	has the same meaning as in subsection 3(4) of the Building Code.	3The Subcontractor must every six months during the term of this Agreement advises Precision Contracting
Commonwealth Funded Building Work Enterprise	means Building Work in items 1-8 of Schedule 1 of the Building Code	whether:
	has the same meaning as in the <i>Fair Work Act 2009</i> .	a. it has in the preceding 6 months or since it last advised Precision Contracting, whichever is the
Agreement Exclusion Sanction	has the same meaning as in subsection 3(1) of the Building Code.	an adverse decision, direction or order of a court or tribunal made against it for a breach of a designated building law, work health and safety law or the
Related Entity	has the same meaning as in subsection 3(2) of the Building Code.	<i>Migration Act 1958</i> ; or
Sub-	means a Building Contractor or Building	b. it or its Related Entities have in the preceding 6
Subcontractor	Industry Participant who the Subcontractor	months or since it last advised Precision Contracting, whichever is the earliest:
	has entered, or proposes to enter, into a Sub-Subcontract with to undertake any of the Works.	i. been required to pay any amount under an adjudication certificate (provided in accordance with a law relating to the security of payments that are due to persons in respect of building work) to a Building Contractor or Building Industry Participant; or
Works	means Commonwealth Funded Building Work that is the subject of this Agreement.	ii. owed any unsatisfied judgement debts to a Building Contractor or Building Industry Participant.
1. The Subcontractor:		
a. declares as at the date of commencement of this Agreement in relation to the Works; and		
b. must ensure that during the term of this Agreement		
in relation to the Works, that it and its Sub-Subcontractors:		c. comply with the Building Code;
		d. are not covered by an Enterprise Agreement that does not meet the requirements of section 11 of the

- g. will only use products in relation to the Works that comply with the relevant Australian standards published by, or on behalf of, Standards Australia;
- h. unless approved otherwise by the ABC Commissioner, are not excluded from performing Building Work funded by a state or territory government; and where the Commonwealth's contribution to the project that includes the Works is at least \$5,000,000 and represents at least 50% of the total construction project value proportion of that project; or the Commonwealth's contribution to the project that includes the Works is at least \$10,000,000 (irrespective of its proportion of the

total construction project value), comply with the Workplace Relations Management Plan approved by the ABCC in accordance with Part 6 of the

Building Code that applies to the Works.

Without limiting and notwithstanding clause 1.c, the Subcontractor will ensure that remedial action is taken to rectify any behavior on the part of it and its Sub-Subcontractors that is non-compliant with the Building Code.

- Building Code;
- e. are not subject to an Exclusion Sanction;
 - f. have not had an adverse decision, direction or order made by a court or tribunal for a breach of the Act, a designated building law, work health and safety law or competition and consumer law and failed to comply with the decision, direction or order;

- 4. Compliance with the Building Code does not relieve the Subcontractor from responsibility to perform this Agreement, or from liability for any defect in the Works arising from compliance with the Building Code.
- 5. The Subcontractor must notify the ABCC and Precision Contracting of any breach or suspected breach of the Building Code as soon as practicable but no later than 2 working days after becoming aware of the

Short form Subcontract

breach or suspected breach and of the steps proposed to be taken to rectify the breach.

6. The Subcontractor acknowledges the powers and functions of the ABC Commissioner and the ABCC under the Act and the Building Code and will ensure that it and its Sub-Subcontractors comply with any requests made by the ABCC and the ABC Commissioner within those powers and functions, including but not limited to requests for entry under section 72 of the Act, requests to interview any person under section 74 of the Act, requests to produce records or documents under sections 74 and 77 of the of the Act and requests for information concerning matters relating to the Building Code under subsection 7(c) of the Building Code.
7. The Subcontractor must only enter into a Contract for any of the Works where:
 - a. the Sub-Subcontractor has submitted a Building Code Declaration of Compliance to Precision Contracting; and
 - b. the Contract with the Sub-Subcontractor contains clauses in substantively the same form as the model contract clauses applicable to contractors and suppliers in relation to the Building Code.
8. The Subcontractor must ensure that it and its Sub-Subcontractors comply with clauses contained in the Contract referred to in clause 7b.

By signing this declaration on behalf of the Subcontractor, the authorised representative declares that they have full authority to execute it and have obtained any necessary consents and approvals to do so.

Works to be complete as per attached Quote

Signature of authorised representative:



Print name of authorised representative:

SARA VANINETTI

Date: 24.1.06.2021



COMMERCIAL & INDUSTRIAL FLOORING SOLUTIONS

13th May 2021

Precision Contracting
ATTN: John Bucknell

Ref No: 131389a

Re: Caboolture Private Hospital Ward Refurb

PKF have pleasure in submitting our revised quotation for the supply and installation of floor coverings for the above project based on documents provided.

Price includes the following:

- SV-1 Tarkett Azzcent Excellence Ruby Faro 2 'Anthracite 25098072' – FLAT LAY
- SV-2 Armstrong Accolade Foothold 'Spice White' – COVERED 150mm
- **PLEASE NOTE SV-2 Accolade Plus in finishes schedule not fit for purpose, have upgraded it to Foothold due to Ensuite location
- Diamond Grind to vinyl locations
- 3mm flood coat to vinyl locations
- Polyweave Protection to vinyl locations [excl. maintaining & uplift]

**1 x Single Beds
3 x Double Beds**

GRAND TOTAL Price: \$11,299.11 + GST

The following are not included in this quotation:

- Floor Preparation (other than above)
- Uplift/Demo of existing materials
- Wall Vinyl – nil documented
- Maintain & Uplift Polyweave Protection
- Moisture/ Green Slab Rectification
- Out of hours work
- Aluminum/Timber/PVC Skirting
- 3 Phase Power Connection
- Expansion/Movement/Control Joints
- Insitu Slip Tests – manufacturers slip certificates only
- Set-downs
- Waterproofing
- Tile trim at junction of Wall Tile and Vinyl Cove – by tilier

Validity Period: 60 days from above date

Payment: 30 days

Best Regards,
Sara Vaninetti

PKF NEW SOUTH WALES

Unit 9, 6 Gladstone Road, Castle Hill NSW
2154

Phone: 02 9899 6688 E-mail:

info@pkfgroup.com.au

Website: www.pkflooring.com.au

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