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PERIOD TRADE CONTRACT

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Period Trade Contract

Version: 1/6/19 BIF 1

Subcontractor

Name: YANZHONG ZHU

Trading As: Tiler

Address: 28 Dell St, Rochedale

ABN: 79 215 968 708

QBCC License Number: 15038236

Phone Number / Main Contact 0406160720

Email: Freedomotz@live.com

Bank details BSB: ACC:

Contractor

Name BuildSure Qld Pty Ltd

Address Unit 16 7-9 Grant Street, Cleveland Qld 4163

ABN 87 166 377 402

QBCC License Number 1268615

Phone 1 1300 253 773

Email info@bsureaustralia.com.au

Schedule

The subcontractor agrees to perform and complete the works in accordance with the Conditions of this Period Trade Contract.

This Period Trade Contract covers works yet to be agreed and shall be for a period, as stated below.

Duration of Period Trade Contract

From 1 July 2019 To 30 June 2020

This subcontract does not guarantee continuity of work or any work during the period of the Period Trade Contract.

A Work Order signed by the Contractor for each project shall be issued from time to time during the term of this Period Trade Contract and shall be read in conjunction with this Period Trade Contract.

The Work Order issued from time to time during the term of this Period Trade Contract shall include project specific details and time frames.

Clause 1: Schedule of Rates if applicable to be added as Addenda B;

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Period Trade Contract - General Conditions

1. WORKS AND CONTRACT SUM

(a) (i) The Subcontractor must carry out and complete the Works described in the Work Order:

(A) in a proper and tradesperson-like manner;

(B) in accordance with the plans, specifications, and other contract documents;

(C) to be compliant with all or any relevant Standards, recommended Work Procedures and Manufacturers Specifications: and

(ii) if the Subcontractor discovers any conflict or error in the plans, specifications or other contract documents, the Subcontractor must notify the Contractor in writing immediately and seek directions.

(iii) Unless otherwise agreed, the Subcontractor must supply everything necessary to carry out the Works.

(iv) Neither party to the Subcontract may assign the Subcontract or any right, benefit, or interest under the Subcontract without the other party's written consent.

(v) The Subcontractor may engage other Subcontractors to carry out any part of the Subcontract Works but is not relieved from the Subcontractor's obligations under the Subcontract.

(b) The Subcontractor will complete the Works as described in the time specified for the consideration included in the Schedule (Contract Sum/Schedule of Rates) or such other sums as become payable under this Contract.

(c) Where goods and materials delivered to the site by the Subcontractor are subject to 'retention of title' then the Subcontractor's retention of title shall only have affect up to the time the goods or materials are installed.

2. COMMENCEMENT AND COMPLETION

(a) The Subcontractor must commence the Works by the Date for Commencement set out in the Work Order / Project Program, or as agreed with the Project Manager, and regularly and diligently proceed with the Works.

(b) The subcontractor has 3 business days to decline a work order. If the order hasn't been declined, the order will stand in full.

(c) The Contractor may provide the Subcontractor with a revised Date for Commencement.

(d) Within the five (5) days of a delay occurring, the Subcontractor shall notify the Contractor in writing setting out the cause of the delay, the effect the delay has on the progress of the Works and the extent of the delay if known at the time of the notice. The Contractor shall make a

reasonable extension of time for the Completion Date in respect of any delay not caused or contributed to by any default or failure by the Subcontractor and may extend the time for completion from time to time.

- (e) If the Subcontractor fails to bring the Works to completion by the Date for Completion set out in the Work Order, or as agreed with the Project Manager and as extended by this Contract, the Contractor is entitled to recover liquidated damages, payable to the Contractor by the Subcontractor, as detailed under Clause 4 (c) (iii) (A) & (B) of this Period Trade Contract Agreement, at the rate specified in the head contract for the period during which the Works remain incomplete.

3. INSURANCE

- (a) The Subcontractor must affect and maintain the following insurance cover during the currency of this Contract:

- 1 Contract Works Insurance..... Cover \$.....
Policy No Current to.....
- 2 WorkCover..... Cover \$.....
Policy No..... Current to
- 3 Personal Accident Cover \$.....
Policy No..... Current to.....
- 4 Public Liability Cover
Policy No..... Current to.....

- (b) Subject to the provisions of the *Workers Compensation and Rehabilitation Act 2003* (the Act) the Subcontractor shall provide within 7 Days of a written request from the Contractor:

- (i) documentation confirming insurance status; and
- (ii) details of 'injury data' as defined under the Act.

Where the Contractor requests to become involved with the rehabilitation of the Subcontractors injured worker then the Subcontractor shall provide to the Contractor a statement of an injured workers rehabilitation plan and allow reasonable involvement of the Contractor in the workers rehabilitation.

- (c) The Subcontractor warrants that the information contained in Clause 3 is true and correct and agrees to notify the Contractor in writing where any of the details set out in Clause 3 change.

(d) The Subcontractor must satisfy the Contractor as to the sufficiency and currency of all insurance coverage prior to the Date for Commencement and during the currency of this Period Trade Contract on request from the Contractor.

4. PAYMENT

(a) The Subcontractor shall submit payment claims to the Contractor by the following reference dates: 30th and 15th of each Month

- (i) the times stated in the Schedule (or, if any time stated in the Schedule is not a Business Day, the next Business Day):
- (ii) or the last Business Day of each Month, whichever is the earlier.

(b) A payment claim shall set out:

(i) details of:

(A) the work carried out by the Subcontractor to which the payment claim relates;

(B) the amount that the Subcontractor claims calculated using the Schedule of rates set out in **clause 1** of the Schedule for payment by the Contractor for that works; and

(C) any other amount arising out of, or in connection with, the Subcontractor that the Subcontractor claims for payment by the Contractor; and

(ii) the total amount that the Subcontractor claims for payment by the Contractor.

(c) On the submission of a payment claim under Clause **4**, or the final progress claim under clause 17(d), the Contractor shall:

(i) pay to the Subcontractor the total amount of the payment claim, or the final payment claim, by the time stated in the Schedule for payment on a 15 day Cycle or the date 25 business Days after Submission Date, whichever is the earlier; or

(ii) if the Contractor disputes all or any part of the total amount of the payment claim, or the final payment claim;

A) give the Subcontractor a written notice setting out the amount in dispute and details of the dispute by the time stated in the Schedule for payment or the date 10 Business days after the Submission date, whichever is the earlier; and

B) pay to the Subcontractor the amount of the payment claim, or the final payment claim, that is not disputed by the Contractor by the time stated in the Schedule of payment or the date 25 Business days after the Submission date, whichever is the earlier.

(d) If the Contractor fails to give the Subcontractor a notice under Clause 4(c)(ii)(A) by the time required under Clause 4(c)(ii)(A), the Contractor shall pay the Subcontractor, under Clause 4(c)(i), the total amount of the payment claim, or the final progress claim, without any deduction.

(e) The Contractor shall pay interest, calculated on a daily basis to the Subcontractor on any overdue amount under this clause, including any part of the amount of a payment claim, or the final payment claim, wrongly withheld by the Contractor, up to and including the date on which the overdue amount is paid by the Contractor at the rate stated in the schedule or the rate comprising the annual rate, as published from time to time by the Reserve Bank of Australia, for 90 day bills plus 10%, whichever is the higher.

(f) Payment, other than payment of the Subcontractor's final payment claim, is payment on account only.

(g) Subclause 4(h) will apply only to the extent that Chapter 2 of the *Building Industry Fairness (Security of Payment) Act 20147 (Qld)* ("BIF Act") applies to the head Contract.

(h) Notwithstanding any contrary requirement in the Subcontract, all payments to the Subcontractor from the Contractor pursuant to the Subcontract must be paid to the Subcontractor in accordance with Chapter 2 of the BIF Act.

5. VARIATIONS

(a) The Subcontractor shall only vary the Works as required by the Contractor authorised in writing.

(b) The Subcontractor must notify the Contractor immediately upon becoming aware that any Variation to the Works is required.

(c) The Contractor may direct the Subcontractor to carry out any Variation to the Works, including deletions or omissions to the Works providing however that such variation is in writing.

(d) The Contract Sum is to be adjusted by the price of a variation and the adjustment is to be included by the Subcontractor in its next payment claim after the work or any part of the work, being the subject of the variation, is carried out.

(e) The price of a variation shall be determined by agreement between the Contractor and the Subcontractor, or in the absence of such agreement, the Contractor must make a fair and reasonable valuation of the variation.

(f) Unless otherwise agreed, the price of a variation that increases the Contract Sum must be agreed or valued before the Subcontractor carries out the variation.

6. DEFECTS

- (a) A defect is defined as any work and/or material that does not comply with all, or any;
- (i) relevant Australian Standards,
 - (ii) recommended Works Procedures,
 - (iii) manufacturers specifications,
 - (iv) contract scopes and specifications,
 - (v) contract documentation or
 - (vi) is fixed and/or incorporated into the Works in a non-tradesperson-like manner.
- (b) The Contractor may direct the Subcontractor at any time prior to completion of the defect liability period to rectify defects.
- (c) The Subcontractor will, at its own cost, maintain the works until the head contract is at practical completion and thereafter make good all defects that may appear in the Works prior to the expiration of the Defects Liability Period as set out under the Head Contract.
- (d) If the Subcontractor fails to comply with a direction, the Contractor may have the work rectified or the materials removed and replaced by others and the cost is a debt due to the Contractor from the Subcontractor and will become subject to Clause 4 (c) (iii) (A) and (B) of this Period Trade Contract Agreement.

7. HOURS OF WORK

No part of the Works shall be executed outside the ordinary working hours of the Contractor without the Contractor's consent, subject to any reasonable conditions having regard to the circumstances at that time.

8. COMPLIANCE WITH STATUTES/DIRECTIONS

- (a) The Subcontractor will give all necessary notices and pay all necessary fees and will comply with all provisions and requirements statutory or otherwise relevant to the Works.
- (b) The Subcontractor must give any notice or report or pay any fee that is necessary in order to comply with Conditions 8(a).
- (c) The Subcontractor warrants that all relevant taxes, employee and worker benefits are paid in accordance with the laws of the Commonwealth and the State.
- (d) The Contractor may issue a direction to the Subcontractor who shall be obliged to comply with such direction. All directions shall be put in writing within three (3) business days of issuing the

direction. Should the Subcontractor fail to comply with such direction, the Subcontractor shall be deemed to be in substantial breach of the Contract.

9. WAGES AND CONDITIONS

(a) The Subcontractor must comply with the terms and conditions of any relevant award relating to the wages and conditions of its employees.

(b) The Subcontractor will ensure it fulfils its legal obligations in relation to its contract workers.

10. INDEMNITY

(a) The Subcontractor must indemnify the Contractor against:

- (i) loss or damage to property, including existing property on or around the site; and
 - (ii) claims against the Contractor in respect of personal injury or death or loss or damage to any property arising out of, connected to, or as a consequence of, the carrying out or failing to carry out of the Works, or any breach of this Period Trade Contract by the Subcontractor; and
 - (iii) any financial loss as a result of any delays and/or any other costs arising out of, connected to, or as a consequence of, any of the occurrences as detailed in Clause 10
- (a) (i) and (ii) above.

11. DAMAGE AND SITE CLEANING

(a) The Subcontractor must:

- (i) carry out rectification of any damage done by the Subcontractor, its agents, workers, employees or Subcontractors to the Work or property of the Contractor or of any other Subcontractor;
- (ii) keep the Subcontractor's part of the site clean and tidy; and
- (iii) so far as is reasonably possible, leave the Works in a state fit for immediate use or occupation before vacating the site.

(b) If the Subcontractor fails to comply with Clause 11(a) the Contractor may have the rectification or cleaning carried out by others and the cost is a debt due to the Contractor by the Sub Contractor and will become subject to Clause 4 (c) (iii) (A) and (B) of this Period Trade Contract Agreement

12. WORKPLACE HEALTH AND SAFETY/ENVIRONMENTAL PROTECTION

(a) The Subcontractor must ensure that any person carrying out the Works complies with all relevant;

(i) Workplace, Health and Safety laws, including Industry Codes of Practice and Advisory Standards; and

(ii) Environmental Protection laws.

(b) the Subcontractor must:

(i) comply with all reasonable instructions of the Contractor with respect to Workplace, Health and Safety and Environmental Protection;

(ii) undertake an assessment of the Works to determine possible risks and suitable control measures to minimise risks;

(iii) prepare a Workplace, Health and Safety Plan in respect of the Works and provide a copy to the Contractor;

(iv) report all injuries, illnesses, and dangerous events to the Contractor;

(v) ensure that:

(A) all plant, equipment and materials are used and maintained in accordance with manufacturers' specifications so as to minimise the risk of injury;

(B) adequate and appropriate Workplace, Health and Safety instruction and supervision is provided to persons carrying out the Works.

(vi) notify the Contractor in writing on receiving any notice from a statutory authority with respect to Workplace, Health and Safety or Environmental Protection.

(c) The Contractor may remove any person from the site who fails to comply with the requirements of this clause.

13. SET-OFF/USING SECURITY

(a) Subject to this clause, the Contractor may under the Subcontract or otherwise at law relating to the works:

(i) deduct from any payment otherwise due to the Subcontractor.

(A) any debt or other amount due from the Subcontractor to the Contractor; or

(B) any claim to payment which the Contractor may have against the Subcontractor whether for damages or otherwise; or

(ii) convert and use any security provided by the Subcontractor.

(b) The Contractor must give a written notice to the Subcontractor within 28 days of the Contractor becoming aware of its right to obtain the amount owed or claimed, advising of the proposed deduction or use and, if the amount can be quantified when the notice is given, details of the amount.

(c) If the notice under Clause 13(b) does not quantify the amount owed or claimed, the Contractor must give a further written notice to the Subcontractor setting out the details of the amount owed or claimed within 3 business days of the Contractor becoming able to quantify the amount.

(d) The Contractor is not entitled to affect a set-off or use any security in accordance with this clause unless the Contractor has complied with Clause 13(b) and 13(c).

(e) Subclause 13(f) will apply only to the extent that Chapter 2 of the *Building Industry Fairness (Security of Payment) Act 2017 (Qld)* ("BIF Act") applies to the Head Contract.

(f) Notwithstanding any contrary requirement in the Subcontract, all cash retention held under the Subcontract must be held and released in accordance with Chapter 2 of the BIF Act

14. SUSPENSION

(a) The Subcontractor may, by written notice to the Contractor, give notice of its intention to suspend the Works for the following reasons:

(i) where the Contractor fails to comply with an order of a Court or Tribunal given in favour of the Subcontractor in relation to any issue arising under the Subcontract; or

(ii) where the Contractor fails to make payment of any part of a payment claim that is not the subject of a dispute within the time for payment set out in the Schedule.

(b) The written notice in Clause 14(a) must set out the details of the Contractor's failure and the Subcontractor's intention to suspend the Works if the failure is not remedied within 7 days after the notice is given.

(c) If the Contractor does not remedy the difference to this notice the Subcontractor may suspend the Works upon giving a further written notice to the Contractor that the Subcontractor is suspending the Works.

(d) The Subcontractor must recommence the Works within 7 Days after the Contractor remedies the difference and gives the Subcontractor written notice requiring the Subcontractor to recommence the Works.

(e) The Contractor may, by giving written notice to the Subcontractor, immediately suspend the Works if work under the Head Contract has been suspended.

15. DEFAULT

(a) If either party:

- (i) becomes insolvent, bankrupt or makes an assignment of that party's estate for the benefit of its creditors, or attempts to enter into a scheme of arrangement, voluntary or otherwise, with its creditors;
- (ii) being a company, goes into liquidation;
- (iii) is in substantial breach of this Subcontract, then the other party may, by giving a written notice, determine this Subcontract.

(b) Substantial breach of this Subcontract includes but is not limited to:

- (i) suspension of the Works by the Subcontractor otherwise than in accordance with Clause 14;
- (ii) failure by the Subcontractor to carry out the Works with reasonable diligence or in a competent manner; or
- (iii) failure by the Subcontractor to comply with a direction from the Contractor under Clause 6.

16. HEAD CONTRACT DETERMINATION

Should the Head Contract be determined for any reason the Contractor may determine this Subcontract and shall be only liable to reimburse the Subcontractor in respect of work already carried out in connection with the Works and in respect of which the Subcontractor is unable to mitigate against and the Subcontractor shall not be entitled to recover loss of profit on the part of the Works not executed at the date of determination hereof.

17. COMPLETION

(a) On completion of the Works the Subcontractor must give the Contractor notice in writing that the Works have reached completion.

(b) If the Contractor disputes that the Works have reached completion, the Contractor must give the Subcontractor a written notice setting out the details of the further work to be carried out.

(c) No later than 14 Days after the Works have reached completion, the Subcontractor shall submit all guarantees and warranties forming part of the Works and as set out in the specification or requested in writing by the Contractor.

(d) Within 14 days after being so directed by the Contractor, the Subcontractor must give the Contractor a final payment claim including all amounts due to the Subcontractor.

18. DISPUTE RESOLUTION

(a) By agreement between the parties, a building dispute may be referred to Master Builders Queensland (MBQ) for a 'without prejudice meeting' at any time, provided that one of the parties is a member of MBQ.

(b) If a 'without prejudice meeting' in accordance with Clause 18(a) is unsuccessful, then a commercial building dispute may be referred to the Queensland Civil and Administrative Tribunal (QCAT) for resolution.

(c) For the purposes of this clause, the meaning of "commercial building dispute" is that provided for in the *Queensland Civil and Administrative Tribunal Act 2009*.

19. SEVERANCE

If any provision of this contract is void, voidable, unenforceable, or illegal, it is to be read down so as to be valid and enforceable or, if it cannot be so read down, the provision (or where possible the offending words) is to be severed from this contract without affecting the validity, legality, or enforceability of the remaining provisions (or parts of those provisions) which continue to have effect.

20. DEFINITIONS

"Business Day" - has the meaning given in Section 36 of the Acts *Interpretation Act 1954* (Qld) but does not include 27, 28, 29, 30 or 31 of December of any Year.

"Day" - means calendar day.

"Head Contract" – means the Contract between the Contractor and a principal for work that includes the Works

"Submission Date" - means the date on which the Subcontractor submits (as the case may be) the payment claims or the final progress claim.

21. SPECIAL CONDITIONS

- a) The Subcontractor must comply with the Key Performance Indicators (KPI's) that make up the Work Order;
- b) All communications between the Contractor and the Subcontractor will be electronically (through email); info@bsureaustralia.com.au
- c) Any Work Order that has a Practical Completion Certificate attached, must be signed and dated by the insured / client and emailed back to info@bsureaustralia.com.au along with clear progress and completion photos of the works, before payment will be considered;
- d) If the Works require a Form 15 and/or a Form 16, then they too must be sent to the Contractor on job completion, before payment will be considered by the Contractor;
- e) Only one (1) invoice per claim, unless previously agreed by Buildsure Qld in writing (on all jobs – regardless of the nature);

- f) If the Subcontractor cannot accept any Work Orders from the Contractor either temporarily or permanently, then the Subcontractor must inform the Contractor in writing two (2) weeks prior to this event.
- g) If the Subcontractor discovers any conflict or error in the plans, specifications or other contract documents, the Subcontractor must notify the Contractor in writing immediately and seek directions;
- h) All Work Orders are governed by Addenda A or Addenda A – Trade. This Addenda must be adhered to when accepting or currently undertaking any work from the Contractor. If one is not supplied to you upon signing of this contract – you may request one;
- i) All workers of the Subcontractor must be inducted into the Subcontractor's safety system (which the Subcontractor deems to be compliant with all relevant safety legislation) before they begin work on the Contractor's site;
- j) An induction register must be maintained and issued to the Contractor bi-monthly from the Subcontractor.
- k) If one of the following occurs, the Contractor may give the Subcontractor written notice requiring the Subcontractor to remedy the default within five (5) working days:
 - a. the Subcontractor becomes bankrupt or goes into liquidation; or
 - b. the Trade Works are not carried out in accordance with the terms of the relevant work order and/ or this Agreement; or
 - c. the Subcontractor breaches its obligations under work health and safety laws.
- l) If the Subcontractor does not remedy the default in time the Contractor may terminate this Agreement by written notice to the Subcontractor, and the Subcontractor forfeits all money owing to them. The Subcontractor will also cover all costs associated with remedying the default.

22 NOTICES, ELECTRONIC COMMUNICATIONS AND EXCHANGE OF CONTRACT

22. Payment Schedules

(a) This Clause 22 will apply only to the extent that Chapter 3 of the *Building Industry Fairness (Security of Payment) Act 2017(Qld)* ("BIF Act") applies to the Sub Contract.

(b) Clause 4(c)(ii)(A) is amended by deleting "10" from line 2 and replacing with "fifteen 15"

22.1 Methods for giving notices and other documents

Unless expressly stated otherwise elsewhere in the Subcontract, and subject to Clause 22.2, any written notice, or other document, to be given by a party under the Subcontract is deemed to have been given and received:

- (a) if delivered by hand to the other party, at the time of delivery;
- (b) if the other party is a company and the notice is left at its registered office or a principal place of business, at the time that the notice is left at the registered office or principal place of business;

- (c) if sent by pre-paid or registered post to the other party at the address of the other party stated in the Subcontract, or another address notified by the other party in writing, at 9.00am on the date that is two (2) Business Days after the date of posting;
- (d) if sent by facsimile transmission to the other party at the facsimile number of the other party stated in the Subcontract, or another facsimile number notified by the other party in writing, at the time set out in a written confirmation of the successful transmission of the facsimile; or
- (e) if sent by email to the other party at the email address of the other party stated in the Subcontract, or another email address notified by the other party in writing, at the time when the email leaves the relevant system for generating, sending, receiving, storing, or otherwise processing electronic communications used by the party whom, or on whose behalf, the email has been sent.

22.2 Notices given outside of usual business hours

If any written notice, or other document, is given at a time after 5.00pm on a Business Day, or during a day that is not a Business Day, the notice, or other document, is deemed to have been given at 9.00am on the next Business Day.

22.3 Consent to electronic communications

- (a) The parties agree that facsimile transmission and email communications from either party to the other constitute an 'electronic communication' as that term is defined in the *Electronic Transactions Act 1999* (Commonwealth) and corresponding State legislation including the *Electronic Transactions (Queensland) Act 2001*.
- (b) The parties agree that any written notice, or other document, to be given by a party under the Subcontract may be given and received via facsimile transmission or email, or both.

22.4 Exchange of Contract

- (a) This Subcontract may be executed in counterparts.
- (b) A counterpart may be a copy of this Subcontract printed from a facsimile or email transmission.
- (c) All counterparts together are taken to constitute one instrument and will not be binding until executed counterparts are exchanged.
- (d) A copy of this Subcontract which has been executed by a party may be relied upon by a party to the same extent as if it was an original of this Subcontract executed by the party.

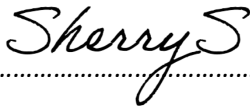
Agreement Dated 6/6/2019 day of

Between *Buildsure Qld Pty Ltd* ("the contractor")

Of 16/7-9 Grant Street, Cleveland Qld 4163

And YANZHONG ZHU

Of 28 Dell St, Rochedale

A handwritten signature in black ink, appearing to read "Sherry S", written over a horizontal dotted line.

Signed for and on behalf of

The Contractor

A handwritten signature in black ink, appearing to read "Yanzhong Zhu", written over a horizontal dotted line.

Signed for and on behalf of

the Subcontractor