

Virginia Hemsley

To: brent@emroadmakers.com.au
Cc: Rodney Carsburg
Subject: Lawnton Carpark Pavement Subcontract
Attachments: RM Roadmakers Contract.pdf; SOW Paynters Site - Pavements.docx

Hi Brent,

Congratulations on being awarded the pavement works package at 27-29 Lawnton Pocket Rd, Lawnton.

Please find attached Subcontract Agreement and supporting documents for your signing.

Site works to commence around early August.

Please provide the below as soon as possible:

1. SWMS
2. Public liability and Workers Compensation Insurance

Let me know anything you require prior to works commencing (survey files etc)

Regards,

Virginia Hemsley
Accounts Officer

'Earthmoving Excellence'

207 Elliot Road, Banyo QLD 4014

T: (07) 3267 8033 **M:**

virginia@carsburgearthmoving.com.au

www.carsburgearthmoving.com.au

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The home of building

Subcontract Agreement

Contractor to Subcontractor

FOR RESIDENTIAL & COMMERCIAL BUILDING WORK IN **QUEENSLAND**

Subcontract Agreement

SCHEDULE

(SC-2) (01/2019.7)

BETWEEN

ITEM 1 - CONTRACTOR (Clause 1)

Name (as it appears on the QBCC licence)	Carsburg Civil		
Trading as	Carsburg Civil		
Address	207 Elliott Road Banyo QLD 4014		
ABN	66 631 834 903	QBCC licence number	N/A
Phone 1	0417755806	Phone 2	
Email address	neil@carsburgearthmoving.com.au		
Facsimile number			
Is the Contractor a member of Master Builders Queensland?		☒ Yes ☐ No	

AND

ITEM 2 - SUBCONTRACTOR (Clause 1)

Name (as it appears on the QBCC licence)	RM Roadmakers Pty Ltd		
Trading as	RM Roadmakers Pty Ltd		
Address	PO Box 398 Petrie Qld 4502		
ABN	76 748 311 247	QBCC licence number	
Phone 1	07 3269 2093	Phone 2	0403 570 750
Email address	shelly@rmroadmakers.com.au		
Facsimile number	07 3869 2783		
Is the Subcontractor a member of Master Builders Queensland?		☐ Yes ☐ No	

ITEM 3 - SUBCONTRACT PRICE (GST exclusive) (Clause 1)

(a) Lump Sum Component (includes Deposit)	
(b) Prime Cost Items (see Part A of the Appendix)	\$9,535.00
(c) Provisional Sums (see Part B of the Appendix)	\$0.00
(d) Subcontract Price (GST exclusive) (a+b+c)	\$9,535.00
(e) GST on Subcontract Price	\$953.50
(f) GST Inclusive Subcontract Price (d+e)	\$10,488.50

ITEM 4 - DEPOSIT (Clauses 1 and 10.2)

Deposit (percentage of Subcontract Price)	0%
	\$0.00

ITEM 5 - SCOPE AND EXTENT OF THE SUBCONTRACT WORKS (Clause 1)

NB: Attach additional documents, if appropriate, that describe the scope and extent of the works and include these in **Appendix Part D**

Supply, Deliver & place Prime Coat and Supply, Place and Compact Hot Mix Asphalt @ a compacted depth of 30mm to plans C02-01 2.

Refer Quote 1379 dated 17/07/2021

ITEM 6 - LAND (Clauses 1 and 17)

Address 27-29 Lawnton Pocket Road, Lawnton QLD 4501

Lot no. Plan type (e.g. RP)

Local government Moreton Bay Regional Council

ITEM 7 - AUTHORISED REPRESENTATIVE (Clause 1)

Contractor's Representative (if applicable) Neil Carsburg

Subcontractor's Representative (if applicable) Brent McLuckie

ITEM 8 - SUBCONTRACTOR'S MARGIN (Clause 1)

Subcontractor's Margin (if nothing stated, 20%) 0%

ITEM 9 - DATE FOR COMPLETION (Clauses 1 and 22.1)

Date for Completion 06/08/2021

ITEM 10 - DEFECTS LIABILITY PERIOD (Clauses 1 and 24)

NB: The Defects Liability Period commences on the Date of Completion

Defects Liability Period (if nothing stated, twelve (12) months) 12 Months

ITEM 11 - FORM OF SECURITY (Clause 4.1)

☒ Not Required ☐ Bank Guarantee ☐ Cash Retention ☐ Other (please specify)

Other (please specify)

ITEM 12 - AMOUNT OF SECURITY (Clause 4.1)

Amount of Security (maximum 5% of the Subcontract Price)

ITEM 13 - RETENTION AMOUNT (Clause 4.2)

Percentage to be retained from each progress payment (maximum 10%)

ITEM 14 - SECURITY AT COMPLETION (Clause 4.6)

Security to be held after Completion (maximum 2.5% of the Subcontract Price)

ITEM 15 - CONSTRUCTION WORKS POLICY (Clause 8.2)

Party responsible for insuring the **Subcontract Works** (if nothing stated, the **Contractor**) ☒ Contractor ☐ Subcontractor

ITEM 16 - PUBLIC LIABILITY INSURANCE (Clause 8.3)

Amount of Public Liability Insurance (if nothing stated, \$10 million per occurrence) \$10,000,000.00

ITEM 17 - ACCESS TO THE SITE (Clauses 17.1 and 17.2)

Party responsible for **Site** access (if nothing stated, the **Contractor**) ☒ Contractor ☐ Subcontractor

(a) Date for providing access 04/08/2021

OR

(b) Time after notice is given for access to the Site Business Days

ITEM 18 - EOT NOTICES (Clause 19.2)

Time to provide an Extension of Time claim 3 Business Days

ITEM 19 - INCLEMENT WEATHER ALLOWANCE (Clause 19.3)

Inclement Weather allowance 5 Days

ITEM 20 - DELAY COSTS (Clause 20)

Is the **Subcontractor** permitted to claim **Delay Costs**? ☐ Yes ☒ No

ITEM 21 - LIQUIDATED DAMAGES (Clause 23)

Do Liquidated Damages apply to the **Subcontract**? ☐ Yes ☒ No

(a) Liquidated Damages rate per Day

(b) Limit on Liquidated Damages

ITEM 22 - PROGRESS CLAIMS (Clause 26.1)

Progress Claims are to be submitted ☐ (a) on Completion OR ☒ (b) on the Day of the period noted below OR ☐ (c) at the times provided in Part E of the Appendix

(a) on Completion

(b) **Progress Claims** to be submitted each ☐ Week ☐ Fortnight ☒ Month

and submitted on the 28th Day of the period

(c) at the times provided in Part E of the Appendix

ITEM 23 - ACCOUNT FOR PAYMENTS (Clause 26.4)

Account name

Financial institution at which account is kept

BSB No.

Account No.

ITEM 24 - PAYMENT PERIOD (Clause 26.5)

Time for payment of a Progress Claim or a Final Claim after the Submission Date	25 Business Days
(if nothing stated, 25 Business Days)	

NB: If section 67U of the *Queensland Building and Construction Commission Act 1991* applies, refer to Clause 26.5.

ITEM 25 - INTEREST (Clause 26.6)

Interest rate	
(if nothing stated, the rate stated in section 67P of the <i>Queensland Building and Construction Commission Act 1991</i>)	

ITEM 26 - SPECIAL CONDITIONS (Clause 36)

Are there any special conditions forming part of the Subcontract ?	☐ Yes ☒ No
(if yes, complete Part E of the Appendix)	

APPENDIX

APPENDIX

THE APPENDIX TO THE SCHEDULE MUST BE COMPLETED WHERE APPLICABLE.

PART A - ALLOWANCES FOR PRIME COST ITEMS (if applicable)

This is to be read in conjunction with Clause 5 of the General Conditions

Description of each Prime Cost Item	Quantity	Allowance per unit (GST exclusive)	Total allowance for the Prime Cost Item (GST exclusive)
1. Pavement complete to plans C02-01 2 Refer BOQ	1	\$9,535.00	\$9,535.00
Total of Prime Cost Items (GST exclusive)			\$9,535.00
(This total has been transferred to Item 3(b) of the Schedule)			

PART B - ALLOWANCES FOR PROVISIONAL SUMS (if applicable)

This is to be read in conjunction with Clause 5 of the General Conditions

Description of each Provisional Sum	Total allowance for the Provisional Sum (GST exclusive)
1, example - Installation only of laminated flooring	
2.	
Total of Provisional Sums (GST exclusive)	\$0.00
(This total has been transferred to Item 3(c) of the Schedule)	

PART C - DRAWINGS AND SPECIFICATIONS

Drawings

Drawing No.	Issue	Prepared by	Brief description of drawing
C02-01	Rev 2	Motus Consulting	Roadworks and Drainage Plans & Details

Specifications

	Details
1.	

PART D - OTHER DOCUMENTS

Bill of Quantities (set out relevant sections of BOQ):

	Details
1.	Refer attached BOQ

Other Documents

	Details
1.	Scope of Works

PART E - SPECIAL CONDITIONS (Item 26) (Clause 36)

Any Special Conditions in addition to, or in amendment of, the General Conditions must be set out below.
(Number each Special Condition - e.g. SC1, SC2 - or, if applicable, refer to the specific clause in the General Conditions affected).

Special Condition No.	Details of Special Conditions	General Condition affected (if applicable)
SC		
SC		

AGREEMENT

AGREEMENT

The **Contractor** and the **Subcontractor** agree that the **Subcontractor** is to carry out and complete the **Subcontract Works**, and the **Contractor** must pay the **Subcontractor** the **Subcontract Price**, as adjusted under the **Subcontract**, for the **Subcontract Works** in accordance with the provisions of the **Subcontract**.

SIGNED - CONTRACTOR

Signed by, or for and on behalf of, the **Contractor**

Signature

Printed name

Date

SIGNED - SUBCONTRACTOR

Signed by, or for and on behalf of, the **Subcontractor**

Signature

Printed name

Date

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SUBCONTRACT AGREEMENT - GENERAL CONDITIONS

1 DEFINITIONS

NOTE: In the **Subcontract**, certain words and phrases used throughout are defined, and are shown in bold when used (e.g. **Contractor**).

In the **Subcontract**, except where the context otherwise requires:

Act	means the <i>Queensland Building and Construction Commission Act 1991</i> ;
Appendix	means the Appendix to the Schedule of the Subcontract ;
Business Day	means a Day that is not: - a Saturday or Sunday; or - a public holiday in the place in which any relevant act is to be or may be done; or - any day occurring within the period 22 December to 10 January.
Commission	means the Queensland Building and Construction Commission;
Completion	means that stage of the Subcontract Works when: a) the Subcontract Works are completed in compliance with the Subcontract, including all Drawings and Specifications, without any defects or omissions other than minor defects or minor omissions that: i) do not prevent the Subcontract Works from being used for their stated purpose; ii) the Subcontractor has reasonable grounds for not promptly rectifying; and iii) the rectification of which will not prejudice the convenient use of the Subcontract Works; b) all commissioning, testing and training which are required by the Subcontract to be carried out and passed before the Subcontract Works reach Completion, have been carried out and passed; and c) documents and other information required under the Subcontract, including 'Operation and Maintenance Manuals', as-built drawings, warranties, and certificates (including Form 15s and 16s where relevant) which are required for the use and operation of the Subcontract Works, have been provided to the Contractor;
Construction Works Policy	means a policy of insurance providing indemnity to the Subcontractor , the Contractor , and the Subcontractor's subcontractors against liability for physical loss, destruction or damage to the Subcontract Works , or to materials and goods on or adjacent to the Land ;
Contractor	means the person stated in Item 1 of the Schedule and includes the Contractor's permitted assignees and transferees;
Contractor's Client	means the person to whom the Contractor has contracted under the Head Contract and includes the Contractor's Client's administrators, permitted assignees and transferees;
Contractor's Representative	means the person stated in Item 7 of the Schedule ;
Date for Completion	means the date stated in Item 9 of the Schedule by which the Subcontract Works are to be brought to Completion , as adjusted from time to time under the Subcontract ;
Date of Completion	means the date on which the Subcontract Works reach Completion ;
Days	means calendar days;
Defects Liability Period	means the period commencing on the Date of Completion and ending on the later of the following events: a) the period stated in Item 10 of the Schedule and as extended in accordance with Clause 24.4; b) the Contractor being satisfied that the Subcontract Works have been satisfactorily tested by being used as an integral component of the use of the work carried out under the Head Contract; c) after the Subcontractor has completed all of the work under the Subcontract; d) the last day of any defects liability period applicable to the Head Contract;
Deposit	means the amount stated in Item 4 of the Schedule to be paid by the Contractor to the Subcontractor under Clause 10.2 of the Subcontract ;
Direction	includes, but is not limited to, any agreement, approval, authorisation, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection,

	request, or requirement;
Drawings	means the plans (including, but not limited to, elevations, sections and details relating to the Subcontract Works) and designs relating to the Subcontract Works described in Part C of the Appendix ;
Due Date for Payment	means the date calculated in accordance with Clause 26.5;
Final Claim	means a claim for payment made in accordance with Clause 26.2;
Head Contract	means the contract between the Contractor and the Contractor's Client which governs the construction of the whole of the work to be carried out and completed on the Site by the Contractor , of which the Subcontract Works forms a part;
Inclement Weather	means the existence of weather conditions, including, but not limited to, rain, wind, heat, cold, humidity, hail, snow, sleet, dew, fog, storm, dust, or flood, and their after-effects which have an adverse impact on the diligent, usual or safe carrying out of the Subcontract Works by the Subcontractor or the Subcontractor's subcontractors;
Information System	means a system for generating, sending, receiving, storing, or otherwise processing electronic communications;
Land	means the land described in Item 6 of the Schedule on which the Subcontract Works are to be carried out;
Latent Condition	means any physical condition, including artificial things, on or around the Land , including surface and subsurface conditions, which differ materially from the physical conditions reasonably expected by a competent subcontractor at the date of the formation of the Subcontract ;
Payment Schedule	means a document given by the Contractor to the Subcontractor in accordance with Clause 26.3;
Possession	means when the Subcontract Works , or any part of the Subcontract Works , are taken over, occupied or used by the Contractor or the Contractor's employees, other contractors or agents;
President	means the President of Master Builders Queensland;
Prime Cost Item	means an item (for example, a fixture or fitting) that either has not been selected, or the price of which is not known, at the date of the formation of the Subcontract , and the cost for the supply and delivery of which the Subcontractor has made a reasonable allowance in the Subcontract ;
Progress Claim	means a claim for payment made in accordance with Clause 26.1;
Provisional Sum	means an estimate of the cost of carrying out particular work (including the cost of supplying any materials needed for the work) under the Subcontract for which the Subcontractor , after having made all reasonable enquiries, could not state a definite amount at the date of the formation of the Subcontract ;
Schedule	means the schedule contained in the Subcontract ;
Security	means any moneys, bank guarantees, bonds, or other valuable security provided in accordance with Clause 4;
Site	means that part of the Land necessary to be occupied and used by the Subcontractor for the construction of the Subcontract Works ;
Specifications	means the specifications relating to the Subcontract Works described in Part C of the Appendix ;
Statutory Requirements	includes, but is not limited to, any legislation, delegated (including, but not limited to, subordinate) legislation, permit, approval, or other law or legal requirement, and any Direction from, or requirement of, a local government or other entity having jurisdiction over the carrying out of the Subcontract Works ;
Subcontract	means these general conditions, any special conditions set out in Part E of the Appendix , the Schedule , the Drawings , the Specifications , and anything else annexed to, or incorporated by reference into, the Subcontract ;
Subcontract Price	means the amount stated in Item 3 of the Schedule , as adjusted from time to time under the Subcontract ;
Subcontract Works	means the whole of the work to be carried out by the Subcontractor under the Subcontract , a description of which is contained in Item 5 of the Schedule and includes Variations to the Subcontract Works ;
Subcontractor	means the person stated in Item 2 of the Schedule and includes the Subcontractor's permitted assignees and transferees;

Subcontractor's Margin	means the margin stated in Item 8 of the Schedule to be applied in accordance with the Subcontract ;
Subcontractor's Representative	means the person stated in Item 7 of the Schedule ;
Submission Date	means the date on which the Subcontractor submits (as the case may be) a Progress Claim or the Final Claim to the Contractor ;
Substantial Breach	means a party's failure or refusal to perform a substantial obligation under the Subcontract ;
Tribunal	means the Queensland Civil and Administrative Tribunal established under the <i>Queensland Civil and Administrative Tribunal Act 2009</i> ;
Variation	whether agreed by the parties, deemed under the Subcontract , or otherwise, means to vary the Subcontract Works by: - changing the nature or scope of the work that the Subcontractor is required to carry out under the Subcontract, including the omission of work from the Subcontract Works; or - changing the manner or sequencing in which the Subcontractor is required to carry out the work under the Subcontract;
WHS Act	means (separately and together) the <i>Work Health and Safety Act 2011</i> (Qld) as amended from time to time and includes related Acts and Regulations; and
WHS Management Plan	means a document prepared by the Subcontractor in respect of the Subcontract Works which sets out the way in which the Subcontract Works are to be carried out in order to comply with the requirements of the WHS Act .
2	INTERPRETATION
	In the Subcontract :
	a) headings and explanatory notes do not form part of the Subcontract , and cannot be used in its interpretation;
	b) words in the singular include the plural and vice versa, according to the requirements of the context;
	c) references to a person include an individual, firm or body corporate or unincorporated;
	d) if the time for making any payment or doing any other act required or permitted by the Subcontract falls on a Day which is not a Business Day , then the time for making the payment or doing the act is deemed to be the next Business Day ; and
	e) a reference to "including", "includes", or "include" is to be read as followed by the words "without limitation".
3	DISCREPANCIES AND AMBIGUITIES
3.1	Parties to consult if discrepancy or ambiguity found
	If either party finds any discrepancy or ambiguity in the Subcontract , that party must notify the other party in writing. The parties agree to consult with each other in an attempt to resolve the discrepancy or ambiguity. Failing resolution, the discrepancy or ambiguity is to be resolved in accordance with Clause 3.2 , or if that Clause should not resolve the discrepancy or ambiguity, then in accordance with Clause 32 . If the resolution of the discrepancy or ambiguity causes the Subcontractor to incur more or less cost than the Subcontractor could reasonably have anticipated at the date of the formation of the Subcontract , the difference is to be valued under Clause 25.7 .
3.2	Order of precedence of documents
	Subject to Clause 3.1 , any discrepancy or ambiguity in or between any documents comprising the Subcontract is to be resolved by adopting the following order of precedence:
	a) any special conditions set out in Part E of the Appendix ;
	b) these general conditions;
	c) the Drawings ;
	d) the Specifications ; and
	e) any other subcontract documents.
3.3	Figured dimensions prevail over scaled dimensions
	Where any discrepancy exists between figured and scaled dimensions, the figured dimensions prevail.
4	SECURITY
4.1	Subcontractor's Security
	a) This Clause 4 only applies if Security is required by Item 11 of the Schedule to be provided.
	b) The Subcontractor must provide Security in the form stated in Item 11 of the Schedule in the amount stated in Item 12 of the Schedule .
	c) If Security is to be provided in any form other than cash retention, such Security must be provided to the Contractor a minimum of 5 Business Days prior to commencing the Subcontract Works .
4.2	Cash Retention

If stated in Item 11 of the **Schedule** that **Security** is to be provided in the form of cash retention, and subject to the **Subcontract**, the **Contractor** may deduct from any amount due to the **Subcontractor**, and retain, the percentage of the amount due stated in Item 13 of the **Schedule** until the total amount retained by the **Contractor** equals the amount stated in Item 12 of the **Schedule**.

4.3 **Secure Subcontractor's performance**

Security provided by the **Subcontractor** to the **Contractor** under Clause 4 is for the purpose of securing the performance of the **Subcontractor's** obligations under the **Subcontract** by the **Subcontractor** including the **Subcontractor's** obligation to rectify defects.

4.4 **Replacement Security**

- a) In replacement of, or instead of, all or any part of the amount retained, or that could be retained, by the **Contractor** under Clause 4.2, the **Subcontractor** may, at any time, give to the **Contractor** one or more bank guarantees, bonds, or other valuable securities. Within two (2) **Business Days** after receipt of replacement security, the **Contractor** must release all or that part of the amount retained by the **Contractor** under Clause 4.2 for which the **Subcontractor** has given to the **Contractor** replacement security.
- b) In replacement of, or instead of, a bank guarantee, bond, or other valuable security provided under Clause 4.4(a), the **Subcontractor** may, at any time, elect to replace the bank guarantee, bond, or other valuable security with cash retention. The **Contractor** must retain the amount so elected by the **Subcontractor** from the next payment made to the **Subcontractor** under Clause 26 and must return the bank guarantee, bond, or other valuable security to the **Subcontractor** within two (2) **Business Days** of doing so.

4.5 **Recourse to Security**

The **Contractor** may use, or convert and use, all or any part of the **Security** held under Clause 4 to obtain an amount due from the **Subcontractor** to the **Contractor** under the **Subcontract** only if:

- a) the **Contractor** gives the **Subcontractor** a written notice of the **Contractor's** intention to use, or convert and use, the **Security**;
- b) the notice was given within twenty-eight (28) **Days** after the **Contractor** becomes aware, or ought reasonably to have become aware, of the **Contractor's** right to obtain the amount due from the **Subcontractor**;
- c) the notice sets out the proposed use and the amount owed; and
- d) the amount due is a debt due from the **Subcontractor** to the **Contractor** because of circumstances associated with the **Subcontractor's** performance of the **Subcontract**.

4.6 **Reduction of Security**

Upon **Completion**, the **Contractor's** entitlement to the **Security** is reduced to the percentage stated in Item 14 of the **Schedule**.

4.7 **Release of Security**

- a) The **Contractor** must release **Security** when all amounts owed to the **Contractor** by the **Subcontractor** as set out in a **Payment Schedule** given in response to a **Final Claim** have been paid to the **Contractor**.
- b) The **Subcontractor** must submit a **Final Claim** for the release of any **Security** that is in the form of cash retention.

5 **PRIME COST ITEMS AND PROVISIONAL SUMS**

5.1 **Contractor to provide Directions relating to Prime Cost Items or Provisional Sums**

If the **Subcontract** includes any **Prime Cost Items** or **Provisional Sums** in Part A or Part B of the **Appendix**, the **Contractor** must give to the **Subcontractor** all necessary written and signed **Directions** requested by the **Subcontractor** regarding the selection or supply of the item or work represented by a **Prime Cost Item** or **Provisional Sum** within five (5) **Business Days** of the **Subcontractor's** request.

5.2 **Subcontractor to provide notice to Contractor where a Prime Cost Item is unavailable**

If any **Prime Cost Item** selected by the **Contractor** is unavailable or will, in the opinion of the **Subcontractor**, unduly delay the progress of the **Subcontract Works**, the **Contractor** must specify in writing to the **Subcontractor** an alternative item within five (5) **Business Days** of the **Subcontractor's** request to do so.

5.3 **If Contractor fails to specify alternative Prime Cost Item**

If the **Contractor** fails to comply with Clause 5.2, the **Subcontractor** may select and supply an alternative **Prime Cost Item** as near as reasonably possible in quality to the originally selected **Prime Cost Item**.

5.4 **Subcontract Price adjustment where cost is less than allowance**

If the actual cost of a **Prime Cost Item**, or the actual cost of the work in respect of a **Provisional Sum**, is less than the total amount allowed for that item or work in Part A or Part B of the **Appendix**, the difference between the two amounts is to be deducted from the **Subcontract Price**. The **Subcontractor** must provide the **Contractor** with evidence of the actual cost of a **Prime Cost Item**.

5.5 **Subcontract Price adjustment where cost exceeds allowance**

If the actual cost of a **Prime Cost Item**, or the actual cost of the work in respect of a **Provisional Sum**, exceeds the total

amount allowed for that item or work in Part A or Part B of the **Appendix**, the excess amount plus the **Subcontractor's Margin** applied to that excess amount is to be added to the **Subcontract Price** provided the **Subcontractor** has provided the **Contractor** with evidence of the actual cost of the **Prime Cost Items** or the work in respect of the **Provisional Sum**.

6 LATENT CONDITIONS

6.1 Subcontractor to notify Contractor of Latent Condition

The **Subcontractor** must, on becoming aware of a **Latent Condition**, promptly give to the **Contractor** a written notice describing the **Latent Condition**, the **Subcontractor's** estimate of the work required to overcome the **Latent Condition**, and the **Subcontractor's** estimate of the time required to overcome the **Latent Condition**. The **Subcontractor** must not carry out any work required to overcome the **Latent Condition** until directed to do so by the **Contractor**.

6.2 Contractor's written notice

Within two (2) **Business Days** after receiving a notice under Clause 6.1 provided by the **Subcontractor**, the **Contractor** must give to the **Subcontractor** a written notice setting out full details of the work that the **Subcontractor** is required to carry out to remedy or otherwise overcome the **Latent Condition**, together with all necessary specifications, drawings and other design documents for that work.

6.3 Variation due to Latent Condition

The **Subcontractor** must vary the **Subcontract Works** to overcome any notified **Latent Condition** by undertaking the works as directed by the **Contractor** under Clause 6.2. The **Variation** is to be valued in accordance with Clause 25.7.

6.4 Contractor's failure to agree to Variation

If the **Contractor** fails to agree to a **Variation** required to overcome a **Latent Condition** in writing, then the dispute arising as a result is to be resolved in accordance with Clause 32.

7 STATUTORY REQUIREMENTS

7.1 Compliance with Statutory Requirements

The **Subcontractor** must:

- a) comply with all **Statutory Requirements** relating to the **Subcontract Works**;
- b) obtain any consent, approval and permit that are expressly required to be obtained and paid for by the **Subcontractor** under the **Subcontract**; and
- c) give any notice or report, and pay any fee, in order to comply with this Clause.

7.2 Increased cost of compliance

If the cost to the **Subcontractor**:

- a) in complying with all **Statutory Requirements**, increases after the date that is two (2) weeks prior to the date of the formation of the **Subcontract**; or
- b) in carrying out the **Subcontract Works**, increases after the date that is two (2) weeks prior to the date of the formation of the **Subcontract** as a result of the introduction or increase of any fee, tax, duty, charge, levy, other impost or regulation,

the amount of the increase is to be added to the **Subcontract Price**.

7.3 Variation due to compliance with Statutory Requirements

If the **Subcontractor's** compliance with a **Statutory Requirement** requires a **Variation** to the **Subcontract Works**, the **Contractor** must, within five (5) **Business Days** after receiving a **Variation Document** provided by the **Subcontractor** that complies with the requirements set out in Clause 25.6, give to the **Subcontractor** a written notice agreeing to the **Variation**.

7.4 Contractor's failure to agree to Variation

If the **Contractor** fails to agree to a **Variation** submitted pursuant to Clause 7.3, then the dispute arising as a result is to be resolved in accordance with Clause 32.

8 INSURANCE

8.1 Statutory insurance obligations

The **Subcontractor** must take out and maintain all policies of insurance, including, for example, WorkCover in respect of its workers, required to be taken out and maintained by the **Subcontractor** by a **Statutory Requirement** relating to the **Subcontract Works**.

8.2 Construction Works Policy

The party stated in Item 15 of the **Schedule** must take out and maintain a **Construction Works Policy** for the full insurable value of the **Subcontract Works** from the date that is five (5) **Business Days** after the date of the formation of the **Subcontract**, but no later than two (2) **Business Days** prior to the date worked out in accordance with Clause 17.1, until the **Date of Completion**. The **Construction Works Policy** must note the **Subcontractor** and the **Contractor** as Insureds under the policy.

8.3 Public liability insurance to be provided by Subcontractor

The **Subcontractor** must take out and maintain a public liability insurance policy for an amount not less than the amount stated in Item 16 of the **Schedule** from the date that is five (5) **Business Days** after the date of the formation of the **Subcontract**, but no later than two (2) **Business Days** prior to the date worked out in accordance with Clause 17.1, until the expiry of the **Defects Liability Period**. The public liability insurance policy must cover the **Subcontractor** and the **Contractor** for their liabilities to third parties in respect of personal injury to, or death of, any person (other than liability which is required by law to be insured under a workers compensation policy of insurance), and loss or damage to property except the **Subcontract Works**, arising out of, or in connection with, the **Subcontract Works**. The public liability insurance policy must note the **Subcontractor** and the **Contractor** as Insureds under the policy.

8.4 Responsibility if loss caused by Contractor

To the maximum extent permitted by law, the **Subcontractor** is not liable, and does not provide any indemnity, to the **Contractor**, the **Contractor's** employees or agents, or any other person for whom the **Contractor** is responsible for any injury or death to any person, or loss or damage to any property, which arises as a result of any act or omission by the **Contractor**, or any person for whom the **Contractor** is responsible, and in respect of such claims the **Contractor** must indemnify the **Subcontractor**.

8.5 Evidence of policies to be provided on written request

A party required to take out and maintain a policy of insurance under this Clause must:

- a) take out and maintain the policy of insurance with a reputable insurer; and
- b) if the other party gives a written notice requesting to view the policy of insurance, make available for the other party to view the current policy of insurance within five (5) **Business Days** after the giving of the notice.

9 SUBCONTRACTOR'S WARRANTIES

9.1 Warranties relating to the carrying out of the Subcontract Works

The **Subcontractor** warrants that the **Subcontractor** will carry out the **Subcontract Works**:

- a) with reasonable care and skill;
- b) in accordance with the **Drawings** and the **Specifications**;
- c) with reasonable diligence; and
- d) in accordance with all relevant laws and legal requirements, including, for example, the *Building Act 1975* and the National Construction Code.

9.2 Warranties relating to suitability of materials

Subject to Clause 9.3, the **Subcontractor** warrants that all materials to be supplied by the **Subcontractor** for use in the **Subcontract Works**:

- a) will be free from defects and, having regard to generally accepted practices or standards applied in the building and construction industry for the materials, or the specifications, instructions or recommendations of manufacturers or suppliers of the materials, suitable for the purpose for which they are to be used; and
- b) unless expressly stated otherwise elsewhere in the **Subcontract** or the parties have agreed in writing otherwise, will be new.

9.3 Applicability of Clause 9.2

Clause 9.2 does not apply if the **Contractor** is responsible for nominating the materials to be supplied by the **Subcontractor** for use in the **Subcontract Works** notwithstanding any recommendation, representation, suggestion or other approach having been made to the **Contractor** by the **Subcontractor**:

- a) supporting, or approving, the use of the materials; or
- b) criticising, or disapproving the use of, other materials that could be considered to be appropriate for use for the purpose for which the materials nominated by the **Contractor** are to be used,

and there are no reasonable grounds for not using the materials or, if there are reasonable grounds for not using the materials, the **Contractor** insists on the materials being used despite written advice to the contrary given to the **Contractor** by the **Subcontractor**.

9.4 Subcontractor's Payment Claims

By submitting a **Progress Claim** or a **Final Claim**, the **Subcontractor** warrants that it holds the appropriate licence to carry out the **Subcontract Works** where required to do so by the **Act**.

10 CONTRACTOR'S OBLIGATIONS

10.1 Contractor's obligation to pay the Subcontract Price

The **Contractor** must pay the **Subcontractor** the **Subcontract Price** in accordance with the **Subcontract**.

10.2 Contractor's obligation to pay Deposit

The **Contractor** must pay the **Deposit** to the **Subcontractor** within five (5) **Business Days** after the date of the formation of the **Subcontract** or two (2) **Business Days** prior to the date worked out in accordance with Clause 17.1, whichever is the earlier.

10.3 Materials supplied by Contractor to be new, good and suitable for their purposes

Unless expressly stated otherwise elsewhere in the **Subcontract**, if the **Contractor** is to supply materials for use in the **Subcontract Works**, the **Contractor** must supply materials which are new, good and suitable for the purposes for which

they are to be used and comply with any relevant Australian Standards or Codes, and where requested by the **Subcontractor**, provide written evidence of the materials' compliance.

10.4 Documents supplied by Contractor

If the **Contractor** supplies any documents to the **Subcontractor** relating to the **Subcontract Works**, the **Contractor**:

- a) warrants that the documents or data are, or will be, accurate, suitable for the purposes for which they will be used and appropriate in all respects for the **Land** (including the **Site**);
- b) warrants that the documents or data comply with all **Statutory Requirements** relating to the **Subcontract Works**;
- c) warrants that all consents, approvals and permits necessary for the lawful commencement of, and the carrying out of, the **Subcontract Works** have been obtained, and all related fees and charges have been paid, except to that extent which any such necessary consent, approval or permit is expressly required to be obtained and paid for by the **Subcontractor** under the **Subcontract**;
- d) acknowledges that it is, and will continue to be, reasonable for the **Subcontractor** to rely on the documents or data; and
- e) must supply a sufficient number of copies to enable the **Subcontractor** to perform the **Subcontract Works**, and to obtain necessary approvals if the **Subcontractor** is required to do so under the **Subcontract**.

10.5 Communications between Contractor and Subcontractor

The **Contractor** must not give **Directions** to the **Subcontractor's** employees or subcontractors. The **Contractor** is not entitled to rely on any statements made or representations given by the **Subcontractor's** employees or subcontractors other than those personally made or given by the **Subcontractor** and later confirmed in writing.

10.6 Intellectual property rights warranty if Contractor provides design

The **Contractor** warrants that:

- a) any **Drawings** or **Specifications** supplied by the **Contractor**; or
- b) any document which incorporates designs which were prepared:
 - i) under instruction, supervision or direction from the **Contractor**; or
 - ii) from sketches supplied by the **Contractor**;

do not infringe any copyright, moral right or other intellectual property right. The **Contractor** indemnifies the **Subcontractor** against all actions, proceedings, claims, demands, costs, losses, and damages in respect of any actual or alleged infringement of any copyright, moral right, or other intellectual property right by the **Subcontractor** as a result of the carrying out of the **Subcontract Works**.

11 SUBCONTRACTOR'S INDEMNITY

- a) Insofar as this Clause applies to property, it applies to property other than **Subcontract Works**.
- b) The **Subcontractor** indemnifies, and will keep indemnified, the **Contractor** against:
 - i) any loss of or damage to the **Contractor's Client's** or the **Contractor's** property including existing property in or upon which **Subcontract Works** is being carried out; and
 - ii) claims in respect of personal injury or death or loss of, or damage to, any other property, arising out of or as a consequence of the carrying out of the **Subcontract Works** and is due to the negligent act, omission or default of the **Subcontractor** or the **Subcontractor's** agent or contractors.
- c) The **Subcontractor's** liability will be reduced proportionately to the extent that any negligent act, omission or default of the **Contractor** or any person other than the **Subcontractor** for whom the **Contractor** is responsible may have contributed to such personal injury, death, loss or damage.
- d) The **Contractor** must take reasonable steps to mitigate any loss or damage caused, or contributed to, by the causes listed in this Clause.

12 CONTRACTOR'S INDEMNITY

- a) The **Contractor** indemnifies, and will keep indemnified, the **Subcontractor** against any claim, demand, loss, damage, cost, expenses, or liability arising out of:
 - i) any negligent act or omission of the **Contractor** or the **Contractor's** consultants, agents or contractors;
 - ii) any breach of contract or statutory duty by the **Contractor** or the **Contractor's** consultants, agents or contractors; and
 - iii) damage which is the unavoidable result of the construction of the **Subcontract Works** in accordance with the **Subcontract**.
- b) The **Contractor's** liability will be reduced proportionately to the extent that any negligent act, omission or default of the **Subcontractor** or any person other than the **Contractor** for whom the **Subcontractor** is responsible may have contributed to such personal injury, death, loss or damage.
- c) The **Subcontractor** must take reasonable steps to mitigate any loss or damage caused, or contributed to, by the causes listed in this Clause.

13 CLEANING UP

- a) Insofar as it relates to the **Subcontract Works**, the **Subcontractor** must:
 - i) keep the **Site** and the **Subcontract Works** clean and tidy; and
 - ii) regularly remove rubbish and surplus material from the **Site**.
- b) The **Contractor** may, at any time, direct the **Subcontractor** to clean and tidy the **Site** or remove rubbish or surplus material from the **Site**.
- c) Within ten (10) **Business Days** after the **Date of Completion**, the **Subcontractor** must remove temporary works and constructional plant. The **Contractor** may extend the period within which the **Subcontractor** must remove temporary works and constructional plant from the **Site** to enable the **Subcontractor** to perform outstanding obligations under the **Subcontract**.
- d) If the **Subcontractor** fails to comply with any obligation imposed by this Clause, the **Contractor** may direct the **Subcontractor** to rectify the non-compliance and provide the time for rectification. If the **Subcontractor** fails to comply with such a **Direction** by the time stated in the **Direction** for rectification, the **Contractor** may perform that obligation on the **Subcontractor's** behalf or have that work carried out by other persons. The reasonable costs incurred by the **Contractor** in doing so may be recovered by the **Contractor** as a debt due and payable from the **Subcontractor** to the **Contractor**. The rights given to the **Contractor** by this Clause are in addition to any other right of the **Contractor**.

14 PROTECTION OF PERSONS AND PROPERTY

- a) In carrying out the **Subcontract Works**, the **Subcontractor** must:
 - i) provide all things and take all measures necessary to protect persons and property;
 - ii) avoid unnecessary interference with the passage of persons or anything used for transportation; and
 - iii) prevent nuisance and unreasonable noise and disturbance to persons or property.
- b) The **Contractor** may direct the **Subcontractor** to comply with this Clause and may specify such measures as are reasonably necessary to so comply. The **Subcontractor** is bound to carry out all such measures as directed.
- c) If the **Subcontractor**, or the **Subcontractor's** agents or contractors, damage property, including but not limited to public utilities and services and property on or adjacent to the **Site**, the **Subcontractor** must promptly make good the damage and pay any compensation which the law requires the **Subcontractor** to pay.
- d) If the **Subcontractor** fails to comply with an obligation under this Clause, the **Contractor** may direct the **Subcontractor** to rectify the non-compliance and provide the time for rectification. If the **Subcontractor** fails to comply with such a **Direction** by the time stated in the **Direction** for rectification, the **Contractor** may perform that obligation on the **Subcontractor's** behalf or have that work carried out by other persons. The reasonable costs incurred by the **Contractor** in doing so may be recovered by the **Contractor** as a debt due and payable from the **Subcontractor** to the **Contractor**. The rights given to the **Contractor** by this Clause are in addition to any other right of the **Contractor**.

15 CARE OF THE SUBCONTRACT WORKS

From the commencement of the **Subcontract Works** through to the **Date of Completion**, the **Subcontractor** is responsible for the care of the **Subcontract Works** including:

- a) all materials and plant which are the property of the **Subcontractor**, or the **Subcontractor's** agents or contractors, which are used or intended to be used for the purpose of carrying out the **Subcontract Works**; and
- b) all materials and plant entrusted to the **Subcontractor**, or the **Subcontractor's** agents or subcontractors, by the **Contractor** for the purpose of carrying out the **Subcontract Works**.

16 DEFECTIVE WORK

- a) If the **Contractor** discovers material or work carried out by the **Subcontractor** which is not in accordance with the **Subcontract** ('defective work'), the **Contractor** may, at any time up to the expiration of the **Defects Liability Period**, direct the **Subcontractor** to remove, rectify, reconstruct, replace, or correct that part of the **Subcontract Works** that does not comply with the **Subcontract**. The **Contractor** may direct the times within which the **Subcontractor** must commence and complete the removal, rectification, reconstruction, replacement, or correction.
- b) The **Subcontractor** must, at its own cost, comply with any **Direction** given by the **Contractor** in accordance with Clause 16(a) within the timeframes provided in the **Direction** or, if no timeframes are provided, then within five (5) **Business Days**.
- c) If the **Subcontractor** fails to comply with an obligation under this Clause, the **Contractor** may:
 - i) perform that obligation on the **Subcontractor's** behalf or have that work carried out by other persons, and the reasonable costs incurred by the **Contractor** in doing so may be recovered by the **Contractor** as a debt due and payable from the **Subcontractor** to the **Contractor**; or
 - ii) in its absolute discretion, accept the defective work and, if it does so, the **Contractor** may reduce the **Subcontract Price** by taking into account:
 - A) the diminution in the value of the work because of the defective work; or

B) the cost from which the **Subcontractor** is relieved of in not rectifying the defective work.

d) The rights given to the **Contractor** by this Clause are in addition to any other right of the **Contractor**.

17 THE LAND

17.1 Subcontractor to have access to the Site and existing buildings

The **Contractor** must provide to the **Subcontractor** access to the **Site**, and all reasonably required access to any existing buildings on the **Land** necessary to carry out the **Subcontract Works**, by:

- a) if a date is stated in Item 17(a) of the **Schedule**, the stated date; or
- b) if a time is stated in Item 17(b) of the **Schedule**, the end of the stated period commencing on the **Day** the **Contractor** provides notice to the **Subcontractor** of access to the **Site**.

17.2 Access to the Site

- a) The party stated in Item 17 of the **Schedule** is responsible for providing and maintaining access to the **Site** for any persons, vehicles or machinery reasonably necessary for the carrying out of the **Subcontract Works**.
- b) If the party stated in Item 17 of the **Schedule** is the **Contractor**, and the **Site** becomes inaccessible due to any reason beyond the control of the **Subcontractor**, any costs incurred by the **Subcontractor** in obtaining sufficient access to the **Site**, together with the **Subcontractor's Margin**, is to be added to the **Subcontract Price**.

17.3 Evidence of boundaries or position of the Land to be provided by Contractor

If relevant to the performance of the **Subcontract Works**, and if requested in writing by the **Subcontractor**, the **Contractor** must, within five (5) **Business Days** after the **Subcontractor's** request, give to the **Subcontractor** satisfactory written evidence of the boundaries or position of the **Land**, and the **Contractor** warrants that such evidence will be accurate.

18 COORDINATION OF THE SUBCONTRACT WORKS

- a) The **Subcontractor** must permit the execution of the work on the **Site** by persons engaged by the **Contractor** and must co-operate with the **Contractor's** other subcontractors and with others engaged by the **Contractor** and, subject to the **Contractor** being responsible for the overall coordination of the work under the **Head Contract**, the **Contractor** and the **Subcontractor** agree to coordinate the execution of the **Subcontract Works** with the execution of the work under the **Head Contract**.
- b) The **Contractor** may direct in what order and at what time the various stages or parts of the **Subcontract Works** must be performed. If the **Subcontractor** cannot reasonably comply, the **Subcontractor** must promptly notify the **Contractor** in writing, giving reasons. If the **Direction** differs substantially from what a competent subcontractor would expect at the date of the formation of the **Subcontract**, and compliance with the **Direction** causes the **Subcontractor** to incur more or less cost than would otherwise have been incurred had the **Subcontractor** not been given the **Direction**, the difference is to be valued under Clause 25.7.

19 DELAYS AND EXTENSION OF TIME CLAIMS

19.1 Subcontractor's claim for an extension of time

Subject to Clause 19.2, the **Subcontractor** is entitled to an extension of the **Date for Completion** if the progress of the **Subcontract Works** is delayed as a result of any of the following causes:

- a) a **Variation** of the **Subcontract Works** under the **Subcontract**;
- b) an act or omission of the **Contractor's Client**, the **Contractor's Client's** consultants and agents, the **Contractor**, the **Contractor's Representative**, or the **Contractor's** consultants, other agents or other contractors;
- c) a **Latent Condition**;
- d) a breach of the **Subcontract** by the **Contractor**;
- e) a lawful suspension of the **Subcontract Works**;
- f) claims or proceedings being taken, or threatened to be taken, by a third party that did not arise as a result of any breach by the **Subcontractor** of the **Subcontract**;
- g) proceedings being taken, or threatened by, or disputes with, adjoining neighbouring owner or occupier that did not arise as a result of any breach by the **Subcontractor** of the **Subcontract**;
- h) an act of prevention by the **Contractor** not otherwise covered by this Clause;
- i) **Inclement Weather**, or any conditions arising as a direct or indirect consequence resulting from **Inclement Weather** (subject to Clause 19.3);
- j) industrial action or civil commotion affecting the **Subcontract Works**, any persons employed in respect of the **Subcontract Works**, or the manufacture or supply of materials for the **Subcontract Works**; or
- k) any other cause not reasonably foreseeable at the date of the formation of the **Subcontract**, and beyond the reasonable control of the **Subcontractor**.

19.2 Notice of extension of time

If, at any time prior to the **Subcontract Works** reaching **Completion**, the progress of the **Subcontract Works** was, or will be delayed, as a result of a cause set out in Clause 19.1, the **Subcontractor** must, within the time provided by Item

18 of the **Schedule** of the **Subcontractor** becoming, or ought reasonably to have become, aware of the cause and extent of the delay, give to the **Contractor** a written claim, signed by or on behalf of the **Subcontractor**, for a reasonable extension of the **Date for Completion** that sets out the cause and consequences of the delay.

19.3 Extension for delays involving Inclement Weather

With respect to a cause of delay referred to in Clause 19.1(i), the **Subcontractor** is not entitled to an extension of the **Date for Completion** for any delays resulting from that cause until the allowance for that cause stated in Item 19 of the **Schedule** has been fully exhausted.

19.4 Contractor's assessment of claim

Within ten (10) **Business Days** after receiving the **Subcontractor's** written claim submitted in accordance with Clause 19.2, the **Contractor** must assess the claim and give written notice to the **Subcontractor**:

- a) accepting the claimed extension of the **Date for Completion**; or
- b) if the **Contractor** disputes the **Subcontractor's** entitlement to all or any part of the claimed extension of the **Date for Completion**, give the **Subcontractor** a written notice:
 - i) stating that the **Contractor** disputes the claimed extension of the **Date for Completion**;
 - ii) setting out full details of the **Contractor's** reasons for the dispute; and
 - iii) granting any part of the claimed extension of the **Date for Completion** that is not disputed by the **Contractor**.

19.5 Deemed acceptance

If the **Contractor** fails to give written notice in accordance with Clause 19.4, the **Contractor** is deemed to have accepted the **Subcontractor's** entitlement to, and granted, all of the claimed extension of the **Date for Completion**.

19.6 Contractor's discretion

Where the **Subcontractor** is not entitled to an extension of the **Date for Completion** under this Clause, the **Contractor** may nevertheless, at any time prior to the submission by the **Subcontractor** of a **Final Claim** and at the **Contractor's** sole discretion, extend the **Date for Completion** for any reason by giving the **Subcontractor** a written notice setting out the extension of the **Date for Completion**.

20 DELAY COSTS

- a) This Clause only applies if Item 20 of the **Schedule** provides that the **Subcontractor** is permitted to claim Delay Costs.
- b) If the **Subcontractor** is granted an extension of the **Date for Completion** under Clause 19 for a cause set out in Clause 19.1(a) to (h), the **Subcontractor** is entitled to the reasonable costs (including any additional administration, management or supervisory costs, and overhead) the **Subcontractor** incurs as a consequence of the delay resulting from the relevant cause, provided that the **Subcontractor** gives to the **Contractor**, a written claim for such delay costs and details of the reasonable costs incurred by the **Subcontractor**, by no later than the date that is twenty (20) **Business Days** after the extension of the **Date for Completion** is granted under Clause 19.

21 SUSPENSION OF THE WORKS

21.1 Notice of Suspension

If, at any time prior to the **Subcontract Works** reaching **Completion**, the **Contractor** is:

- a) in **Substantial Breach** of the **Subcontract**, or
- b) fails to comply with an order of a Court or **Tribunal** given in favour of the **Subcontractor** in relation to any issue arising out of, or in connection with, the **Subcontract**,

the **Subcontractor** may give a written notice to the **Contractor**:

- c) describing each alleged breach of the **Subcontract** by the **Contractor** or the **Contractor's** failure; and
- d) stating the **Subcontractor's** intention to suspend the **Subcontract Works** unless the **Contractor** remedies the alleged breach or breaches or failure within five (5) **Business Days** after receiving the **Subcontractor's** notice.

21.2 If Contractor fails to remedy breach or failure, Subcontractor may suspend Subcontract Works

If the **Contractor** fails to remedy the breach or breaches or failure set out in a notice given to it by the **Subcontractor** in accordance with Clause 21.1 within the time stated in that notice, the **Subcontractor** may, without prejudice to any of the **Subcontractor's** other rights or remedies, suspend performance of the **Subcontract Works** by further written notice to the **Contractor** provided that such a notice of suspension must not be given unreasonably or vexatiously and, if so given, then such purported notice of suspension is void, and of no force and effect.

21.3 Recommencement of the Subcontract Works if remedied

The **Subcontractor** must recommence the carrying out of the **Subcontract Works** within five (5) **Business Days** of the alleged breach or breaches or failure being remedied by the **Contractor**.

22 COMPLETION

22.1 Date for Completion

The **Subcontractor** must bring the **Subcontract Works** to **Completion** by the **Date for Completion**

- 22.2 Subcontractor's notice of anticipated Completion**
Not less than five (5) **Business Days** before the **Day** on which the **Subcontractor** anticipates bringing the **Subcontract Works to Completion**, the **Subcontractor** must give to the **Contractor** written notice of the **Day** on which the **Subcontractor** anticipates bringing the **Subcontract Works to Completion**.
- 22.3 Subcontractor's notice of Completion**
The **Subcontractor** must give a written notice to the **Contractor** when the **Subcontractor** believes that the **Subcontract Works** have reached **Completion**.
- 22.4 Contractor's response to notice of Completion**
If the **Contractor** disputes that the **Subcontract Works** have reached **Completion**, the **Contractor** must, within fifteen (15) **Business Days** after receipt of the notice under Clause 22.3, give the **Subcontractor** a written notice:
a) stating that the **Contractor** disputes that the **Subcontract Works** have reached **Completion**; and
b) setting out full details of the further work that the **Contractor** believes is required to be carried out for the **Subcontract Work** to reach **Completion**.
- 22.5 Contractor's failure to give a notice under Clause 22.4**
If the **Contractor** does not give the **Subcontractor** a notice in accordance with Clause 22.4, the **Subcontract Works** are deemed to have reached **Completion** on the date of the giving of the notice under Clause 22.3.
- 22.6 Subcontractor's response to Contractor's notice**
If the **Contractor** gives the **Subcontractor** a notice under Clause 22.4, the **Subcontractor** must:
a) if the **Subcontractor** disputes that any further work is necessary for the **Subcontract Works** to reach **Completion**, give the **Contractor** a written notice of dispute under Clause 32; or
b) if the **Subcontractor** does not dispute that further work is necessary for the **Subcontract Works** to reach **Completion**, carry out the further work necessary for the **Subcontract Works** to reach **Completion** and then give the **Contractor** a further written notice under Clause 22.3.
- 22.7 Consequences of Contractor taking Possession of, occupies, or uses the Subcontract Works when not entitled to do so**
If, for any reason, the **Contractor**:
a) takes **Possession** of;
b) occupies; or
c) uses,
the **Subcontract Works**, or any part of the **Subcontract Works**, when not entitled to do so under the **Subcontract** and without the prior consent of the **Subcontractor**, the **Subcontract Works**, or the relevant part of the **Subcontract Works**, are deemed to have reached **Completion** on the **Day** that the **Contractor** takes **Possession** of, occupies, or uses the **Subcontract Works**, or that part of the **Subcontract Works**, and the **Contractor** is liable to the **Subcontractor** for any loss or damage that the **Subcontractor** may incur or suffer as a result.
- 23 LIQUIDATED DAMAGES**
- 23.1 Applicability of Clause 23**
This Clause 23 only applies if Item 21 of the **Schedule** provides that liquidated damages apply to the **Subcontract**.
- 23.2 Contractor's entitlement to liquidated damages**
If the **Subcontractor** fails to bring the **Subcontract Works to Completion** by the **Date for Completion**, the **Contractor** may, after the **Date for Completion**, from time to time give to the **Subcontractor** one or more written claims for liquidated damages at the rate stated in Item 21(a) of the **Schedule** for each **Day** after the **Date for Completion** until the **Date of Completion**, or the **Day** on which the **Subcontract** is terminated, whichever is earlier.
- 23.3 Time for liquidated damages claim**
The **Contractor** will not be entitled to liquidated damages, or any other monetary consideration (including damages for breach of contract), for any failure by the **Subcontractor** to bring the **Subcontract Works to Completion** by the **Date for Completion** for any period for which a written claim for liquidated damages in accordance with Clause 23.2 has not been given prior to twenty-eight (28) **Days** after the **Date of Completion**, or the **Day** on which the **Subcontract** is terminated (as the case may be).
- 23.4 Subcontractor's obligations on receipt of claim for liquidated damages**
Subject to Clauses 23.2 and 23.3, the **Subcontractor** must within ten (10) **Business Days** after receiving a written claim from the **Contractor** for liquidated damages:
a) pay or allow to the **Contractor** the liquidated damages claimed; or
b) give to the **Contractor** a written notice of dispute in accordance with Clause 32.1 that sets out:
i) the amount of the liquidated damages claimed by the **Contractor** that the **Subcontractor** disputes;
and
ii) the **Subcontractor's** reasons for disputing that amount of the liquidated damages claimed,
and pay or allow to the **Contractor** any undisputed amount of the liquidated damages claimed.

23.5	Limit on Liquidated Damages If an amount is stated in Item 21(b) of the Schedule , the Subcontractor's liability under Clause 23 is limited to the amount stated in Item 21(b) of the Schedule .
24	DEFECTS LIABILITY PERIOD
24.1	Defects Liability Period If, after the Subcontract Works have reached Completion but prior to the expiration of the Defects Liability Period , the Contractor becomes aware of any defects in, or omissions from, the Subcontract Works , the Contractor must give the Subcontractor a written notice setting out full details of the defect or omission.
24.2	Subcontractor must rectify defects identified during the Defects Liability Period Subject to reasonable access being provided, the Subcontractor must, within the Defects Liability Period and, if reasonably required by the Subcontractor , a further period of twenty (20) Business Days after the expiry of the Defects Liability Period , rectify any defects in, and omissions from, the Subcontract Works notified to the Subcontractor in accordance with Clause 24.1, during usual business hours and at no cost to the Contractor . If the Contractor's notification includes a time within which the defects must be rectified, and such time is reasonable in all of the circumstances, then the Subcontractor must complete such rectification within that time.
24.3	Consequences of Subcontractor failing to rectify defects within time If the Subcontractor fails to rectify the defects notified by the Contractor in accordance with Clause 24.2 within the time noted in the Contractor's notice, the Contractor may perform that obligation on the Subcontractor's behalf or have the rectification work carried out by other persons. The reasonable costs incurred by the Contractor in doing so may be recovered by the Contractor as a debt due and payable from the Subcontractor to the Contractor . The rights given to the Contractor by this Clause are in addition to any other right of the Contractor .
24.4	Extending Defects Liability Period Without limiting the Subcontractor's obligations under Clause 24, the Subcontractor must, within ten (10) Business Days of a written direction from the Contractor , deliver any as-built information not previously delivered to the Contractor and review and update the as-built information and deliver the updated as-built information to the Contractor .
25	VARIATIONS
25.1	Variations to the Subcontract Works The Subcontractor must not vary the Subcontract Works except as directed in writing by the Contractor or approved or permitted in writing by the Contractor .
25.2	Request for a Variation Either party may request a Variation to the Subcontract Works .
25.3	Contractor's Directions to vary the Subcontract Works The Contractor may direct the Subcontractor to vary the Subcontract Works so as to: a) increase, decrease or omit any part of the Subcontract Works ; b) change the character or quality of any material or work; c) change the levels, lines, positions or dimensions of any part of the Subcontract Works ; d) carry out additional work; and/or e) demolish or remove material or work no longer required by the Contractor .
25.4	Variation within general scope of the Subcontract Works The Subcontractor is bound only to carry out a Variation which is within the general scope of the Subcontract .
25.5	Variations after Completion The Subcontract Works may not be varied after the Subcontract Works reach Completion unless the Subcontractor , at its discretion, agrees otherwise.
25.6	Variation Document Within fifteen (15) Business Days of receiving a Direction from the Contractor under Clause 25.3, or the Subcontractor receiving a Direction to vary the Subcontract Works that it reasonably believes to be a Direction from the Contractor under Clause 25.3, and before any work the subject of the Variation is started, the Subcontractor must provide the Contractor with a Variation Document that is: a) readily legible; b) describes the Variation and sets out the details of the scope of work which is the subject of the Variation ; c) states the date of the request for the Variation ; d) states the Subcontractor's estimate of any period of delay to the progress of the Subcontract Works as a result of the Variation ; and e) states any adjustment to the Subcontract Price because of the Variation , or the method for calculating the adjustment.
25.7	Valuation of the Variation

Variations must be valued:

- a) if the parties agree to a price for, or the methodology for calculating the price of, the **Variation**, the agreed price; or
- b) in the absence of agreement on, or the methodology for calculating the price of, the **Variation**, the reasonable valuation of the **Variation** plus the **Subcontractor's Margin**.

If the **Variation** is a negative **Variation** that results in a reduction to the **Subcontract Price**, the **Subcontractor** is entitled to the **Subcontractor's Margin** on the negative **Variation** and the **Subcontractor's Margin** is to be added to the **Subcontract Price**.

25.8 **Contractor's written response to Variation**

- a) If the **Contractor** agrees to the **Variation**, the **Contractor** must give the **Subcontractor** a written notice agreeing to the **Variation** within five (5) **Business Days** after receiving the Variation Document provided by the **Subcontractor** under Clause 25.6.
- b) If the **Contractor** does not agree to the **Variation**, or does not provide written notice pursuant to Clause 25.8(a), then the dispute arising as a result is to be resolved in accordance with Clause 32.

25.9 **No work before receipt of Contractor's notice**

The **Subcontractor** must not start to carry out any work the subject of a **Variation** until the **Subcontractor** receives the written notice from the **Contractor** under Clause 25.8(a) agreeing to the **Variation**.

26 **PAYMENT**

26.1 **Progress claims**

- a) The **Subcontractor** may submit progress claims to the **Contractor** on the following reference dates:
 - i) the times stated in Item 22 of the **Schedule** (or, if any time stated in Item 22 of the **Schedule** is not a **Business Day**, the next **Business Day**) up to the expiration of the **Defects Liability Period**;
 - ii) on the **Subcontract Works** reaching **Completion**;
 - iii) if, after the **Subcontract Works** reach **Completion** and prior to the expiration of the **Defects Liability Period**, the parties agree to a **Variation** to the **Subcontract Works**, on the completion of the work which is the subject of the **Variation**; and
 - iv) on the expiration of the **Defects Liability Period** in accordance with Clause 26.2.
- b) A **Progress Claim** must set out:
 - i) details of:
 - A) the work carried out by the **Subcontractor** to which the **Progress Claim** relates;
 - B) the amount that the **Subcontractor** claims for payment by the **Contractor** for that work;
 - C) the amount of cash retention provided pursuant to Clause 4.2 that is due for release pursuant to Clause 4.6; and
 - D) any other amount arising out of, or in connection with, the **Subcontract** that the **Subcontractor** claims for payment by the **Contractor**; and
 - ii) the total amount that the **Subcontractor** claims for payment by the **Contractor**; and be in the form of a tax invoice.

26.2 **Final Claim**

No later than ten (10) **Business Days** after the expiration of the **Defects Liability Period**, the **Subcontractor** may submit a **Final Claim** to the **Contractor** that sets out:

- a) the total amount of the **Progress Claims** submitted by the **Subcontractor** to the **Contractor** under Clause 26.1;
- b) the total amount of the payments made by the **Contractor** to the **Subcontractor** under the **Subcontract** up to and including the date on which the **Subcontractor** submits the **Final Claim**;
- c) details of:
 - i) any work carried out by the **Subcontractor** to which the **Final Claim** relates;
 - ii) any amount that the **Subcontractor** claims for payment by the **Contractor** in respect of any such work;
 - iii) any amount of cash retention provided pursuant to Clause 4.2 that is due for release pursuant to Clause 4.7; and
 - iv) any other amount arising out of, or in connection with, the **Subcontract** that the **Subcontractor** claims for payment by the **Contractor**; and
- d) the total amount that the **Subcontractor** claims for payment by the **Contractor** in the **Final Claim**; and be in the form of a tax invoice.

26.3 **Payment Schedule**

- a) Upon receipt of a **Progress Claim** or a **Final Claim** that complies with the requirements of Clause 26.1 or 26.2, as applicable, the **Contractor** must issue a **Payment Schedule** no later than fifteen (15) **Business Days** after the **Submission Date** of the **Progress Claim** or **Final Claim** that sets out the amount which the **Contractor**

- proposes to pay the **Subcontractor** ('Scheduled Amount').
- b) If the Scheduled Amount is less than the amount of the **Progress Claim** or **Final Claim**, as applicable, the **Payment Schedule** must include reasons why the Scheduled Amount is less and, if it is less because the **Contractor** is withholding payment for any reason, the **Contractor's** reasons for withholding payment.
 - c) A **Payment Schedule** given in response to a **Final Claim** must include the balance of any **Security** that is in the form of cash retention that is due to be released to the **Subcontractor** under Clause 4.7.
 - d) The **Subcontractor** agrees that a **Payment Schedule** issued by the **Contractor** under this Clause is a payment schedule given under, and for the purposes of, the **Subcontract** and the *Building Industry Fairness (Security of Payment) Act 2017 (Qld)*.

26.4 **Payment by Contractor**

- a) If the **Contractor** has not issued a Payment Schedule in accordance with Clause 26.3, the **Contractor** must pay to the **Subcontractor** the total amount of the **Progress Claim** or the **Final Claim**, as applicable, by no later than the **Due Date for Payment**.
- b) If the **Contractor** issues a Payment Schedule in accordance with Clause 26.3, the **Contractor** must pay to the **Subcontractor** the total amount of the Payment Schedule by no later than the **Due Date for Payment**.
- c) The **Subcontractor** agrees that the **Contractor** may make any payment under the **Subcontract** into the account described in Item 23 of the **Schedule**.

26.5 **Due Date for Payment**

- a) Subject to Clause 26.5(b), the **Due Date for Payment** for a **Progress Claim** or a **Final Claim** is the time stated in Item 24 of the **Schedule** after the **Submission Date**.
- b) If section 67U of the **Act** applies to the **Subcontract**, and the **Due Date for Payment** calculated pursuant to Clause 26.5(a) for a **Progress Claim** or a **Final Claim**, as applicable, exceeds the maximum time for payment permitted by section 67U of the **Act**, then the **Due Date for Payment** for the **Progress Claim** or the **Final Claim**, as applicable, is the maximum time permitted by section 67U of the **Act**.

26.6 **Outstanding payments**

If the **Contractor** fails to make any payment due to the **Subcontractor** under the **Subcontract** on or before the **Due Date for Payment**:

- a) the **Subcontractor** is entitled to interest on the outstanding amount at the rate stated in Item 25 of the **Schedule**, payable from the **Day** after the **Due Date for Payment** until the date of payment; and
- b) the **Contractor** must pay to the **Subcontractor** any debt collection costs, including any legal costs on a full indemnity basis, associated with recovering, or the attempted recovery of, the outstanding amount.

26.7 **Payment on account only**

Payment, other than payment of the **Final Claim**, is payment on account only.

26.8 **Deductions from progress claims or Final Claim**

The **Contractor** may deduct from moneys owing to the **Subcontractor** under Clause 26 any money due to the **Contractor** from the **Subcontractor** whether under the **Subcontract**, another contract, or otherwise and whether in relation to the **Subcontract Works** or otherwise.

26.9 **Reference date on termination of Subcontract**

In the event that the **Subcontract** is terminated for any reason, a reference date for the purposes of a **Progress Claim** pursuant to Clause 26.1 arises on the date of termination.

26.10 **Unfixed Plant and Materials**

- a) **Progress claims** must not include, and the **Contractor** is not liable to pay for, unfixed plant and materials.
- b) Notwithstanding Clause 26.10(a), the **Contractor** may, in its absolute discretion, consent to the payment of unfixed plant and materials if:
 - i) the **Subcontractor** provides additional **Security** as may be reasonably requested by the **Contractor**;
 - ii) the **Subcontractor** establishes to the reasonable satisfaction of the **Contractor** that the **Subcontractor** has paid for the unfixed plant and materials or otherwise owns the unfixed plant and materials;
 - iii) ownership of the unfixed plant and materials will pass to the **Contractor** upon payment being made for the unfixed plant and materials;
 - iv) the **Contractor** is satisfied that the unfixed plant and materials are in accordance with the **Subcontract**;
 - v) the unfixed plant and materials are separately stored and adequately protected and insured by the **Subcontractor**;
 - vi) the unfixed plant and materials are clearly labelled the property of the **Contractor** and endorsed with the name of the project;
 - vii) if delivered to, or adjacent to, the **Site**, the unfixed plant and materials have not been delivered earlier than is reasonably necessary for the **Subcontractor** to execute the **Subcontract Works** in

- viii) accordance with the **Subcontract**; and
the **Contractor** is satisfied that the unfixed plant and materials are not encumbered in any way,
including having a secured interest registered upon them pursuant to the *Personal Property Securities
Act 2009*.

27 CONTRACTOR'S RIGHT TO TERMINATE CONTRACT

27.1 Contractor's right to give notice of intention to terminate Subcontract

If the **Subcontractor**:

- a) fails to proceed with the **Subcontract Works** with reasonable diligence or with reasonable care and skill;
- b) unlawfully suspends the carrying out of the **Subcontract Works**;
- c) refuses or persistently neglects to remove or remedy defective work or improper materials so that the progress of the **Subcontract Works** is significantly adversely affected;
- d) is unable to complete the **Subcontract Works**;
- e) fails to take out or maintain any insurance policy required by the **Subcontract**;
- f) has its Queensland Building and Construction Commission licence (if applicable) suspended; or
- g) is otherwise in **Substantial Breach** of the **Subcontract**,

the **Contractor** may give a written notice to the **Subcontractor** by hand or, registered "Priority" post:

- h) describing each alleged breach of the **Subcontract** by the **Subcontractor**; and
- i) stating the **Contractor's** intention to terminate the **Subcontract** unless the **Subcontractor** remedies the alleged breach or breaches within ten (10) **Business Days** after receiving the **Contractor's** notice.

27.2 If Subcontractor fails to remedy the breach, Contractor may terminate Subcontract

- a) If the **Subcontractor** fails to remedy the breach or breaches set out in a notice given to it by the **Contractor** in accordance with Clause 27.1 within the time stated in that notice, the **Contractor** may, without prejudice to any other rights or remedies, terminate the **Subcontract** by further written notice to the **Subcontractor** provided that such a notice of termination must not be given unreasonably or vexatiously and, if so given, then such purported notice of termination is void, and of no force and effect.
- b) If the **Subcontract** is terminated in accordance with Clause 27.2(a), the rights and liabilities of the parties are the same as they would have been at common law had the **Subcontractor** repudiated the **Subcontract** and the **Contractor** elected to treat the **Subcontract** as at an end and recover damages.

27.3 Contractor may not terminate Subcontract in certain circumstances

Subject to Clause 27.5, the **Contractor** may not terminate the **Subcontract** if the **Contractor** is in **Substantial Breach** of the **Subcontract**.

27.4 Contractor's right to engage another contractor to complete the Subcontract Works

If the **Contractor** terminates the **Subcontract** in accordance with Clause 27.2, the **Contractor** may engage another contractor to complete the **Subcontract Works**.

27.5 Contractor's right to terminate if Head Contract is terminated

The **Contractor** may terminate the **Subcontract** if the **Head Contract** is terminated for any reason.

27.6 Subcontractor entitled to reasonable remuneration if Subcontract terminated

If the **Subcontract** is terminated in accordance with Clause 27.5, the **Subcontractor** is entitled to a reasonable remuneration for the unpaid value of that part of the **Subcontract Works** it carried out under the **Subcontract** up to, and including, the **Day** on which the **Subcontract** is terminated.

28 SUBCONTRACTOR'S RIGHT TO TERMINATE SUBCONTRACT

28.1 Subcontractor's right to give notice of intention to terminate Subcontract

If the **Contractor**:

- a) fails to comply with any of its obligations under Clause 8;
- b) fails to comply with any of its obligations under Clause 10;
- c) fails to comply with any of its obligations under Clause 17;
- d) fails to comply with any of its obligations under Clause 26;
- e) fails to remedy any **Substantial Breach** of the **Subcontract** set out in a suspension notice given in accordance with Clause 21.1 within five (5) **Business Days** after receiving that notice; or
- f) is otherwise in **Substantial Breach** of the **Subcontract**,

the **Subcontractor** may give a written notice to the **Contractor** by hand or registered "Priority" post:

- g) describing each alleged breach of the **Subcontract** by the **Contractor**; and
- h) stating the **Subcontractor's** intention to terminate the **Subcontract** unless the **Contractor** remedies the alleged breach or breaches within ten (10) **Business Days** after receiving the **Subcontractor's** notice.

28.2 If Contractor fails to remedy breach, Subcontractor may terminate Subcontract

If the **Contractor** fails to remedy the breach or breaches set out in a notice given to by the **Subcontractor** in accordance with Clause 28.1 within the time stated in that notice, the **Subcontractor** may, without prejudice to any other rights or remedies, terminate the **Subcontract** by further written notice to the **Contractor** provided that such a notice of

termination must not be given unreasonably or vexatiously and, if so given, then such purported notice of termination is void, and of no force and effect.

28.3 Subcontractor may not terminate Subcontract in certain circumstances

The **Subcontractor** may not terminate the **Subcontract** if the **Subcontractor** is in **Substantial Breach** of the **Subcontract**.

28.4 Subcontractor's right to recover on termination

If the **Subcontract** is terminated in accordance with Clause 28.2, the **Subcontractor** is entitled to, without prejudice to any other rights or remedies, recover from the **Contractor** all losses, costs, expenses, and damages it incurs or suffers as a result of, or otherwise in connection with, the **Contractor's** breach or breaches, and the termination, as if the **Contractor** had repudiated the **Subcontract** at law, and the **Subcontractor** had accepted the repudiation and elected to terminate the **Subcontract**. The **Subcontractor** may also remove from the **Land**, and retain, all unfixed materials, goods, plant and equipment previously provided by the **Subcontractor** provided such unfixed materials, goods, plant and equipment has not been paid for by the **Contractor**.

29 INSOLVENCY EVENT

29.1 Contractor's rights for insolvency of the Subcontractor

If the **Subcontractor**:

- a) commits an act of bankruptcy, or is made bankrupt;
- b) makes a composition or other arrangement with creditors;
- c) assigns assets for the benefit of creditors generally;
- d) being a company, becomes insolvent, enters into a deed of company arrangement, has a controller, administrator or receiver appointed, or is in liquidation;

the **Contractor** may:

- e) subject to Clause 29.3, immediately terminate the **Subcontract** on giving a written notice to the **Subcontractor** setting out the ground or grounds relied on by the **Contractor** for the termination; or
- f) immediately take out of the hands of the **Subcontractor** the whole or that part of the **Subcontract Works** not yet completed on giving a written notice to the **Subcontractor** setting out the ground or grounds relied on by the **Contractor** for that action. The **Contractor** may complete the work taken out of the hands of the **Subcontractor** itself or contract with others to do so.

29.2 Subcontractor's rights for insolvency of the Contractor

If the **Contractor**:

- a) commits an act of bankruptcy, or is made bankrupt;
- b) makes a composition or other arrangement with creditors;
- c) assigns assets for the benefit of creditors generally;
- d) being a company, becomes insolvent, enters into a deed of company arrangement, has a controller, administrator or receiver appointed, or is in liquidation;

the **Subcontractor** may, subject to Clause 29.3, immediately terminate the **Subcontract** on giving a written notice to the **Contractor** setting out the ground or grounds relied on by the **Subcontractor** for the termination.

29.3 Enforceability if the Subcontractor or the Contractor is a company

If the **Subcontractor** or the **Contractor**, as applicable, is a company and enters into certain arrangements for the purpose of avoiding being wound up in insolvency or appoints an administrator, then the right to terminate the **Subcontract** pursuant to Clause 29.1 or Clause 29.2 may be limited by the *Corporations Act 2001* (Cth).

30 TERMINATION FOR UNLICENSED WORK

30.1 Contractor may terminate immediately

If the **Subcontractor** is required by the **Act** to hold a licence and the **Subcontractor** does not hold a licence of the appropriate class issued by the Queensland Building and Construction Commission in accordance with the requirements of the **Act**, the **Contractor** may terminate the **Subcontract** immediately on giving written notice to the **Subcontractor**.

30.2 Requirements of notice

A written notice under Clause 30.1 must set out the ground or grounds relied on by the **Contractor** for the termination.

31 NOTICES

31.1 Copies of notices to be provided by one party to the other

The **Subcontractor** or the **Contractor** must provide to the other party a copy of any:

- a) report, notice, order or other document given in relation to the **Subcontract Works** by any supplier of services (such as, for example, gas, electricity, telephone, water and sewerage); and
- b) certificate of inspection of the **Subcontract Works**, as soon as practicable after receipt.

31.2 Methods for giving notices and other documents

Unless expressly stated otherwise elsewhere in the **Subcontract**, and subject to Clause 31.3, 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 four (4) **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 correct 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 **Information System** used by the party which sent the email.

31.3 **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**.

31.4 **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* (Cth) and corresponding State legislation including the *Electronic Transactions (Queensland) Act 2001*.
- b) Unless expressly stated otherwise elsewhere in the **Subcontract**, 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.

32 **RESOLUTION OF DISPUTES**

32.1 **Notice of dispute**

If a dispute or difference (together referred to as a 'dispute') arises out of, or in connection with, the **Subcontract**, either party may give the other party a written notice of dispute setting out the details of the dispute, including any amount in dispute. Notwithstanding the giving of a notice of dispute, the parties must, subject to the **Subcontract**, continue to perform the **Subcontract**.

32.2 **Without prejudice conference**

- a) Within five (5) **Business Days** after receiving the notice of dispute, the parties must arrange, and participate in, a 'without prejudice' conference between them, or their authorised representatives, in an attempt to resolve the dispute.
- b) By agreement between the parties, a dispute arising out of, or in connection with, the **Subcontract** may be referred to Master Builders Queensland for a 'without prejudice' conference at any time provided that one of the parties is a member of Master Builders Queensland.
- c) If the parties fail to resolve all of the dispute during the 'without prejudice' conference, or if the party given the notice of dispute fails to participate in a 'without prejudice' conference in accordance with Clause 32.2, then the parties may agree to refer all or any part of the dispute to:
 - i) Expert Determination under Clause 32.3; and/or
 - ii) mediation or arbitration under Clause 32.4.

32.3 **Expert Determination**

- a) This Clause applies to all or any part of the dispute that the parties have agreed to refer to Expert Determination under Clause 32.2(c)(i).
- b) If the parties fail to agree on the person to be appointed as the Expert, then the Chair of the Resolution Institute will nominate the Expert.
- c) The Expert Determination must be carried out, and is subject to, the Resolution Institute Expert Determination Rules.

32.4 **Mediation or Arbitration**

- a) This Clause applies to all or any part of the dispute that the parties have agreed to refer to mediation or arbitration under Clause 32.2(c)(ii).
- b) If the parties fail to agree on the person to be appointed as the mediator or the arbitrator, then either party may give a written notice to the **President** and the other party requesting that the **President** appoint (as the case may be):
 - i) a mediator to facilitate the mediation; or
 - ii) an arbitrator to decide all or that part of the dispute referred to arbitration.
- c) If either party gives a notice under Clause 32.4(b), the **President** must give to the parties a written notice setting out the name and contact details of (as the case may be):
 - i) the mediator appointed by the **President** to facilitate the mediation; or

- ii) the arbitrator appointed by the **President** to decide all or that part of the dispute referred to arbitration.
- d) Within five (5) **Business Days** of receiving a notice under Clause 32.4(c), the parties must:
 - i) request the mediator or the arbitrator named in the notice to make suitable arrangements for (as the case may be) the mediation or the arbitration; and
 - ii) participate in (as the case may be) the mediation or the arbitration and pay the costs of the mediation (including the costs of the mediator) or the costs of the arbitration (including the costs of the arbitrator) in equal shares unless otherwise agreed by the parties or decided by the arbitrator.

32.5 Legal Proceedings

If the parties fail to:

- a) agree to refer any part of the dispute to Expert Determination or mediation or arbitration within:
 - i) ten (10) **Business Days** after the 'without prejudice' conference; or
 - ii) if the party given the notice of dispute fails to participate in a 'without prejudice' conference, fifteen (15) **Business Days** after the giving of the notice of dispute; or
 - b) resolve all of the dispute during any Expert Determination or mediation or arbitration referred to under Clause 32.2(c),
- then either party may commence legal proceedings in relation to any part of the dispute that is not:
- c) agreed to be referred to Expert Determination or mediation or arbitration under Clause 32.2(c); or
 - d) resolved during any Expert Determination or mediation or arbitration.

32.6 Precondition to legal proceedings

Neither party may commence legal proceedings in relation to a dispute unless the parties have undertaken the processes set out in Clauses 32.1 to 32.5 and those processes have failed to resolve the dispute, or one of the parties attempted to follow these processes and the other party has failed to participate.

32.7 Legal Rights

- a) The parties acknowledge that the purpose of this Clause is to facilitate reasonable, timely and cooperative resolution of all disputes.
- b) Nothing in this Clause will prejudice the right of a party to institute legal proceedings to:
 - i) enforce payment under Clause 26;
 - ii) enforce the provision of **Security** under Clause 4; or
 - iii) for injunctive or declaratory relief in relation to any matter arising out of, or in connection with, the **Subcontract**.
- c) Nothing in this Clause prevents either party from seeking to resolve a dispute through any other means that is able to function concurrently to the dispute resolution process, including through the exercise of any right under the laws governing Security of Payment in the state or territory where the **Subcontract Works** are being carried out.

33 GOODS AND SERVICES TAX

- a) For the purposes of the **Subcontract**, the terms "ABN", "GST", "GST law", "registered", "tax invoice" and "taxable supply" have the meanings given to them in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).
- b) The **Subcontractor** warrants that the **Subcontractor** is:
 - i) the holder of any ABN stated in the **Schedule**; and
 - ii) registered and will continue to be registered until the expiration of the **Defects Liability Period**.
- c) The **Subcontract Price** excludes GST unless noted otherwise.
- d) Where the **Subcontract Works**, or any part of the **Subcontract Works**, constitute a taxable supply, the **Subcontractor** must comply in every respect with GST law.
- e) The payment claims that the **Subcontractor** submits under Clause 26.1 and 26.2 must be in the form of a tax invoice.

34 HEALTH, SAFETY & ENVIRONMENTAL PROTECTION

34.1 Principal contractor

Unless otherwise agreed by the parties, the **Contractor** is the 'principal contractor' (as defined) under the **WHS Act** for the purposes of the **Subcontract Works**.

34.2 Subcontractor's obligations

Without limiting the obligations of the **Contractor** pursuant to the **WHS Act**, the **Subcontractor**, in respect of the **Subcontract Works**, must ensure that:

- a) any person carrying out any part of the **Subcontract Works** complies with all relevant **Statutory Requirements** in respect of:
 - i) work, health and safety; and
 - ii) environmental protection;
- b) any person carrying out any part of the **Subcontract Works** complies with the **Contractor's Work Health and**

Safety Management Plan for the Site;

- c) a **WHS Management Plan** is prepared in respect of the **Subcontract Works**;
- d) every obligation holder (whether an employer, self-employed person, or other person conducting a business or undertaking) conducting a business or undertaking that includes the carrying out of high risk construction work on behalf of the **Subcontractor** for the purposes of carrying out the **Subcontract Works**, provides the **Contractor** with a copy of their Safe Work Method Statements prior to commencing work;
- e) all common plant, plant, housekeeping, inductions, hazardous substances, work at height, falling objects, and the like which are required to be identified and managed by any **Statutory Requirement** are identified and managed to prevent or minimise exposure to the risk of injury or illness; and
- f) every obligation holder provides adequate information, instruction, training and supervision to prevent or minimise exposure to the risk of fatality, injury or illness.

34.3 Exclusion from Site

The **Contractor** may exclude or remove from the **Site** any person (including, but not limited to, the **Subcontractor**, the **Subcontractor's** officers, employees, consultants, agents and contractors), whose acts, omissions or other conduct in the **Contractor's** opinion does not meet the requirements of the **Contractor's** Work Health and Safety Management Plan for the **Site**.

35 MISCELLANEOUS

35.1 Entire agreement

The parties acknowledge that the terms of their contract are fully set out in the **Subcontract**, and may not be altered, varied, deleted or otherwise affected by reference to any prior representations, conditions or agreements, whether written or verbal.

35.2 Subcontract includes prior work

The **Subcontract** applies to all of the **Subcontract Works** whether undertaken by the **Subcontractor** prior to, or after, the date of the formation of the **Subcontract**.

35.3 Unfixed and demolished materials

All demolished materials, and unfixed building materials supplied by the **Subcontractor** and not paid for by the **Contractor**, are the property of the **Subcontractor** unless expressly stated otherwise elsewhere in the **Subcontract**.

35.4 Subcontractor's right to subcontract

The **Subcontractor** may subcontract any part of the **Subcontract Works** with the prior written consent of the **Contractor**, which must not be unreasonably withheld, but is not relieved in doing so from any obligation or liability under the **Subcontract** or the **Act** for the work that is the subject of any such subcontract.

35.5 Parties rights to assign Subcontract

Neither party may assign the **Subcontract**, or any right, benefit, obligation, liability or interest under the **Subcontract**, without the prior written consent of the other party.

35.6 No waiver

Unless expressly stated otherwise elsewhere in the **Subcontract**, none of the provisions of the **Subcontract**, or any entitlement, remedy, obligation or liability arising out of, or otherwise in connection with, the **Subcontract**, may be waived, discharged or released for any reason whatsoever except with the prior written consent of the parties.

35.7 Governing law

The **Subcontract** is governed by, and is to be construed in accordance with, the laws of the State of Queensland and the Commonwealth of Australia.

35.8 Severance

If any provision of the **Subcontract** is void, voidable, unenforceable or illegal, or has the effect of making another provision of this **Subcontract** void, 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 the **Subcontract** without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) which continue to have effect.

35.9 Exchange of Subcontract

- a) The **Subcontract** may be executed in counterparts.
- b) A counterpart may be a copy of the **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 the **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 the **Subcontract** executed by the party.

36 SPECIAL CONDITIONS

Any special conditions set out in Part E of the **Appendix** form part of the **Subcontract**. The special conditions prevail over these general conditions to the extent of any inconsistency.

Scope of Works

GENERAL

Trade Requirements

1. Provide all labour, materials, plant, equipment and ancillary items to carry out and complete the works in accordance with the project drawings, specifications, documentation and this scope of works in a professional and tradesman like manner.
2. The subcontractor shall make allowances for all items listed within this scope of works, however, it must be noted that this scope of works is not complete and that any work ancillary to, and in conjunction with, will be deemed to have been included. This includes for all obvious trade works not mentioned.

New Carpark Works

1. Supply and install Asphalt concrete to ensure a level finish with existing road surface, pavements and site conditions.
2. Ensure that new carpark area to fall to existing stormwater pit
3. Subcontractor is to allow for all rubbish removal and disposal of material off site.
4. Subcontractor is to ensure protection of finishes and existing conditions that are not part of the subcontractors works.
5. The Subcontractor must adequately secure any materials against conditions of the elements including high winds
6. Allow for all off-site storage and handling costs as may be required as a consequence of any programme amendment or any delay including those beyond the control of Carsburg. There is no onsite storage provision for materials other than what's required for each wing area, other than lock up tool boxes in the location provided by Carsburg
7. Subcontractor to protect all footpaths gutters and roadways while unloading plant and moving plant around site and to clean roads and wash down vehicles before exiting the site to authority requirement
8. It is the Subcontractor's responsibility to ensure it has a current set of documents for its trade on site at all times for reference, including sized to scale where required
9. All quality assurance as specified and as required

General requirements

1. The Subcontractor must, at all times, comply with all relevant building codes, codes of practice, legislation (safety included), statutory requirements and the like.
2. The subcontractor has viewed and acknowledges receipt of all drawings, specifications and other documents listed in the invitation to tender
3. The Subcontractor has reviewed and allowed to comply with all requirements of the Terms and Conditions of Subcontract.
4. Submit a Site Specific Work Method Statement for all works a minimum of five (5) working days prior to commencement on site. Works will not be permitted to commence on site until such time as the SWMS has been submitted and agreed with Carsburg.
5. All employees entering site must be familiar with the Safe Work Method Statement and hold a current Construction Industry General Induction Card. No worker will be allowed to commence work until an original Construction Industry General Induction Card has been sighted by Carsburg Site Representative.

6. Prior to undertaking any works on site each and every worker must undertake a site specific induction.
7. Allow to clean work areas daily and maintain a tidy workplace. Place all rubbish in skip bins provided by Carsburg.
8. Provide all certification required for Building Approval / classification for the works outlined in the scope.
9. Allow for co-ordination with other trades.
10. Execute the works in the sequence as directed by Carsburg and allow for any breaks in continuity.
11. Provision of competent on-site supervision of the works and checking of all work carried out by others likely to affect the installation.
12. 6 day working week with work hours generally Monday - Saturday (inclusive) 6:30 am to 6:00pm, or as directed by the Site Manager.
13. It shall be the Tenderer's responsibility to visit the site before tendering and fully inform themselves of all existing conditions. Claims arising from failure to take this precaution will not be allowed.

Salvation Army - Lawnton - Bill of Quantities - Rev 5					
	Item Description	Quantity	Unit	Unit Rate (Ex GST)	Amount (Ex GST)
1	P&G				
1.1	Site Establishment & Dis-establishment		Lump Sum	N/A	\$2,800.00
1.2	Additional Site Establishment & Dis-establishment's -Car Park		Lump Sum	\$2,500.00	\$2,500.00
1.3	Supply HSQE documentation / program / insurances and any other necessary documentation - does not necessarily include the use of 3rd party online HSQE system - unless agreed		Lump Sum	N/A	\$1,500.00
	Survey Costs - use lower value if not using our Stormwater Pricing below!!				
1.5	Survey setout - excl S/W		Lump Sum	N/A	\$1,400.00
1.7	Survey Asbuilt - excl S/W - by Registered Surveyor		Lump Sum	N/A	n/a
1.9	Traffic control - excluded by builder		Lump Sum	N/A	by builder
1.10	Pothole for Existing Services - 3T & Spotter		hrly	\$195.00	hrly rate
	Sub Total				\$8,200.00
2	Environmental Control				
2.1	Silt Fence Erection	250	m	\$7.50	\$1,875.00
2.2	Temporary entrance shake down's - excl steel grids	1	No	\$2,100.00	\$2,100.00
2.3	e/o- incl steel grids for job duration	1	No	\$1,900.00	\$1,900.00
2.4	Sediment Protection to various Pits - during construction - existing		No	\$125.00	by plumber
2.5	Sediment Protection to various Pits - during construction - proposed		No	\$125.00	by plumber
2.6	Swale Drain incl check dams (turfing by landscaper)		m	\$25.00	rate only
2.7	Dust Suppression - earthwork / pavement rates inclusive of onsite water-cart				incl
2.8	Road Sweeping - in the event material tracked onto roads - otherwise POA for daily / weekly undertaking				incl
2.9	Wash-down Bay				POA
	Temporary / Pemenant - Sediment Basin				n/a
	Sub Total				\$5,875.00
3	Demolition & Earthworks				
	Demolition				
3.1	Saw Cut allowance	1	LS	\$750.00	\$750.00
3.2	Remove kerb	25	m	\$15.00	\$375.00
3.3	Slab / Path - approx 90m2 x 100mm	9	m3	\$150.00	\$1,350.00
3.4	Garden Bed Removal	20	m3	\$75.00	\$1,500.00
	Trees as per email 30/7/21 including overgrown weed grubbing	1	LS	\$3,000.00	\$3,000.00
	Fauna Spotter	1	LS	\$900.00	n/a
	Playground removal	1	LS	\$2,500.00	n/a
	Paver removal	10	m3	\$110.00	\$1,100.00
	Earthworks				
	e/o rate - Non -rippable rock		m3	\$90.00	rate only
	New Proposed Car Park				
3.6	Remove 100mm topsoil / grass covering to waste - Qty as per dwng C01-01	58	m3	\$35.00	\$2,030.00
3.7	Remove 100mm topsoil / grass covering to stockpile for re-use in Landscape Zones		m3	\$10.00	rate only
3.12	Cut to Waste -- Qty as per dwng C01-01	37	m3	\$30.00	\$1,110.00
	Uncontrolled Fill				
	Uplift of uncontrolled Fill and recompaction under Level One supervision		m3	\$22.00	rate only
3.19	Final Trim & Proof Roll Subgrade - incl L/S areas	308	m2	\$3.00	\$924.00
3.20	extra-over Remove & Replace soft spots - utilise on-site materials - rate only		m3	\$55.00	rate only
3.21	extra-over Remove & Replace soft spots - import - cohesive soil / cleanfill - CBR3+ - rate only		m3	\$65.00	rate only
3.22	extra-over Remove & Replace soft spots - import - granular - CBR10+- rate only		m3	\$75.00	rate only
3.12	Cut to Fill -- Qty as per dwng C01-01	2	m3	\$50.00	\$100.00
3.6	New Build / Court Area				
3.6	Remove 200mm topsoil / grass covering to waste - - Qty as per dwng C01-01	306	30	\$35.00	\$10,710.00
3.7	Remove topsoil / grass covering to stockpile for re-use in Landscape Zones		m2	\$10.00	rate only
	Uncontrolled Fill				
	Uplift of uncontrolled Fill and recompaction under Level One supervision - approx 1.45m on average		m3	\$22.00	rate only
	Hospitality Building - approx 30m x 12.5m x 300mm	113	m3	\$22.00	\$2,475.00
	Art Building - approx 10m x 9m x 300mm	27	m3	\$22.00	\$594.00
3.19	Final Trim & Proof Roll Subgrade -	1530	m2	\$1.50	\$2,295.00
3.22	extra-over Remove & Replace soft spots - import - granular - CBR10+ AP75- rate only		m3	\$85.00	rate only
3.29	Import Relacement Fill, Spread & Compact - import - granular - CBR15+ AP75 - Qty as per dwng C01-01	388	m3	\$55.00	\$21,340.00
	e/o secondary wedge to R/W floor slab if required - 6m x 3m x 150mm		m3	\$21.00	rate only
	Tank Pad				
3.6	Remove 200mm topsoil / grass covering to waste - - Qty as per dwng C01-01	10	30	\$35.00	\$350.00
3.7	Remove topsoil / grass covering to stockpile for re-use in Landscape Zones		m2	\$10.00	rate only
3.12	Cut to Waste -- Qty as per dwng C01-01	6	m3	\$30.00	\$180.00
3.19	Final Trim & Proof Roll Subgrade - incl L/S areas	200	m2	\$3.00	\$600.00
	150mm x CBR10+ AP75 capping layer to u/s of tanks - 6m x 3m x 150mm	3	m3	\$150.00	\$450.00
	Geotechnical				
3.47	N/D testing - Level One Certification by builder	1	LS	\$900.00	\$900.00
	Sub Total				\$52,133.00

	Item Description	Quantity	Unit	Unit Rate (Ex GST)	Amount (Ex GST)
4	Stormwater				
	Drainage - trench, supply, bed, lay, cap, joint and backfill concrete RCRRJ pipe incl CCTV				
	Sub Total				\$0.00
	Sewer - By Plumber				
	Sewer - trench, supply, bed, lay, cap, joint and backfill hdpe pipe incl , bends, bulk heads, marker posts, surface boxes, pressure testing etc by plumber		LS		excl
	Sub Total				\$0.00
	Water - By Plumber				
	Water - trench, supply, bed, lay, cap, joint and backfill hdpe pipe incl , bends, bulk heads, marker posts, surface boxes, pressure testing etc by plumber		LS		excl
	Sub Total				\$0.00
	Site Services - excl by Electrical - Price available upon request				
	Services- trench, supply, bed, lay, cap, joint and backfill hdpe pipe incl , bends, bulk heads, marker posts, surface boxes, pressure testing etc				
	Sub Total				\$0.00
5	Pavements - Optional				
	Supply, lay, grade, compact and compaction test				
	Internal Only				
	Flexible Pavment - approx 217m2				
5.1	CBR15 x 100mm	22	m3	\$70.00	\$1,540.00
5.2	CBR45 x 100mm	22	m3	\$75.00	\$1,650.00
5.3	e/o CBR45 x for kerb placement x 54m	4	m3	\$75.00	\$300.00
5.4	Trim CBR45 - pre kerb	217	m2	\$4.00	\$868.00
5.5	CBR80 x 100mm	22	m3	\$80.00	\$1,760.00
5.6	Trim CBR80 - pre primecoat	217	m2	\$5.00	\$1,085.00
5.7	Prime Coat	217	m2	\$12.50	\$2,712.50
5.8	30mm x AC	217	m2	\$45.00	\$9,765.00
	Key into existing AC	31	m	\$80.00	\$2,480.00
	Kerbing				
5.16	Nib Type - Machine Pour -	54	m	\$75.00	\$4,050.00
1	Transition to existing kerb	2	ea	\$100.00	\$200.00
5.20	Subsoil drainage to kerbs (point of discharge by plumber if stormwater not part of scope)	54	m	\$40.00	\$2,160.00
	Road Marking - Optional				
5.21	White Lines - Single Coat - double rate for 2nd coat	44	m	\$4.00	\$176.00
5.24	Disabled Symbols	1	No	\$250.00	\$250.00
5.27	Chevron Markings	13	m2	\$35.00	\$455.00
5.31	Wheel Stops	8	No	\$135.00	\$1,080.00
	Other				
5.32	Bollards	1	No	\$750.00	\$750.00
	Signage				excl
	External Only				n/a
	Sub Total				\$31,281.50
6	Detailed Excavations				
	Excavate for				
6.1	R/W 1 - 15m x 0.6m x 0.25m (set out by builder)	2.3	m3	\$200.00	by concretor
	Sub Total				\$0.00
7	Retaining Walls - excl				
	Backfill to				
7.1	Bidum Cloth		m2	\$10.00	by concretor
7.2	Agg Drains - (point of discharge by plumber if stormwater not part of scope)	15	m	\$10.00	by concretor
7.3	Connection to existing GP / Field PIT		No	\$1,100.00	by concretor
7.4	Free Draining Agg - 15m x 350mm x 800mm	5	m3	\$125.00	by concretor
	Sub Total				\$0.00

TOTAL COST (excl GST)	\$97,489.50
GST	\$ 9,748.95
TOTAL COST (incl GST)	\$ 107,238.45



Estimate

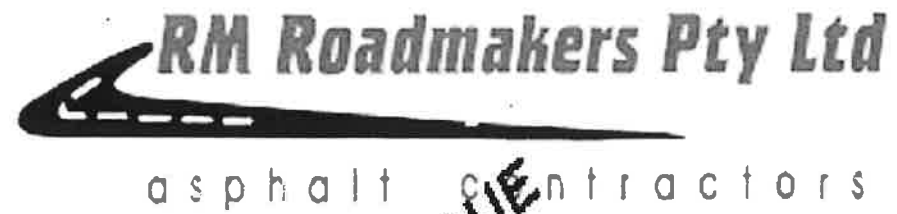
Name / Address
CARSBURG EARTHMOVING 207 ELLIOTT RD BANYO QLD 4014 ATTN DARREN

Date
17/07/2021

Estimate #
1379

R M ROADMAKERS PTY LTD
P O BOX 398
PETRIE QLD 4502

Qty	Description	Tax	TAX Amt	Rate	Total
	RE - QUOTE				
	JOB ADDRESS: 27 LAWNTON POCKET RD, LAWNTON				
1	SUPPLY, DELIVER & PLACE PRIME COAT (MINIMUM)	GST	200.00	2,000.00	2,000.00
1	*SUPPLY, PLACE & COMPACT HOT MIX ASPHALT @ A COMPACTED DEPTH OF 30MM (13.7 TONNE) *COMPACT ASPHALT USING STEEL DRUM ROLLER & MULTI TYRED ROLLER FOR POLISHED FINISH	GST	753.50	7,535.00	7,535.00
QUOTATION SUPPLIED BY BRENT MCLUCKIE, IF YOU HAVE ANY QUERIES PLEASE DO NOT HESITATE TO CONTACT BRENT ON 0403570750.					
Tax Summary GST 1033.50		Subtotal			
		\$9,535.00			
		Tax			
		\$953.50			
		Total			
		\$10,488.50			
QUOTATION VALID FOR 30 DAYS - IF YOU HAVE ANY QUERIES PLEASE CALL BRENT 0403570750		FAX		EMAIL	
Company Business Number		76 748 311 247			
PHONE		3269 2093		3869 2783	
				shelly@rmroadmakers.com.au	



TAX INVOICE

OVERDUE

TAX INVOICE TO					
CARSBURG CIVIL 207 ELLIOTT RD BANYO QLD 4014 ATTN NEIL CARSBURG	<table><tr><td>DATE</td><td>TAX INVOICE NO.</td></tr><tr><td>09/08/2021</td><td>5232</td></tr></table>	DATE	TAX INVOICE NO.	09/08/2021	5232
DATE	TAX INVOICE NO.				
09/08/2021	5232				

JOB ADDRESS	TERMS	DUE DATE
LAWNTON	7 Days	16/08/2021

JOB DESCRIPTION	QUANTITY	RATE	TAX AMT	AMOUNT
JOB ADDRESS: LAWNTON JOB AREA: 217M2 SUPPLY, DELIVER & PLACE PRIME COAT (MINIMUM)	1	2,000.00	200.00	2,000.00

Thank You! We Appreciate Your Business	TOTAL
--	-------

PO BOX 398 PETRIE QLD 4502
PH: 32692093 FAX: 38692783
ABN: 76 748 311 247
EMAIL: shelly@rmroadmakers.com.au

Subtotal
Tax

EFT DETAILS:
Name: RM Roadmakers Pty Ltd
BSB: 034-036
Account#: 21-1307



TAX INVOICE

OVERDUE

TAX INVOICE TO
CARSBURG CIVIL 207 ELLIOTT RD BANYO QLD 4014 ATTN NEIL CARSBURG

DATE	TAX INVOICE NO.
28/07/2021	5232

JOB ADDRESS	TERMS	DUE DATE
LAWNTON	7 Days	4/08/2021

JOB DESCRIPTION	QUANTITY	RATE	TAX AMT	AMOUNT
*SUPPLY, PLACE & COMPACT HOT MIX ASPHALT @ A COMPACTED DEPTH OF 30MM (13.7 TONNE) *COMPACT ASPHALT USING STEEL DRUM ROLLER & MULTI TYRED ROLLER FOR POLISHED FINISH	13.7	550.00	753.50	7,535.00

Thank You! We Appreciate Your Business	TOTAL \$10,488.50
--	--------------------------

PO BOX 398 PETRIE QLD 4502 PH: 32692093 FAX: 38692783 ABN: 76 748 311 247 EMAIL: shelly@rmroadmakers.com.au
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Subtotal	\$9,535.00
Tax	\$953.50

EFT DETAILS:
Name: RM Roadmakers Pty Ltd
BSB: 034-036
Account#: 21-1307

☐ Tax Inclusive

Purchase #: LAWNTON

Supplier Inv#: 5232

Comment:		Subtotal:	\$9,535.00	
Ship Via:		Freight:	\$0.00	GST
Promised Date:		Tax	\$953.50	
		Total Amount:	\$10,488.50	

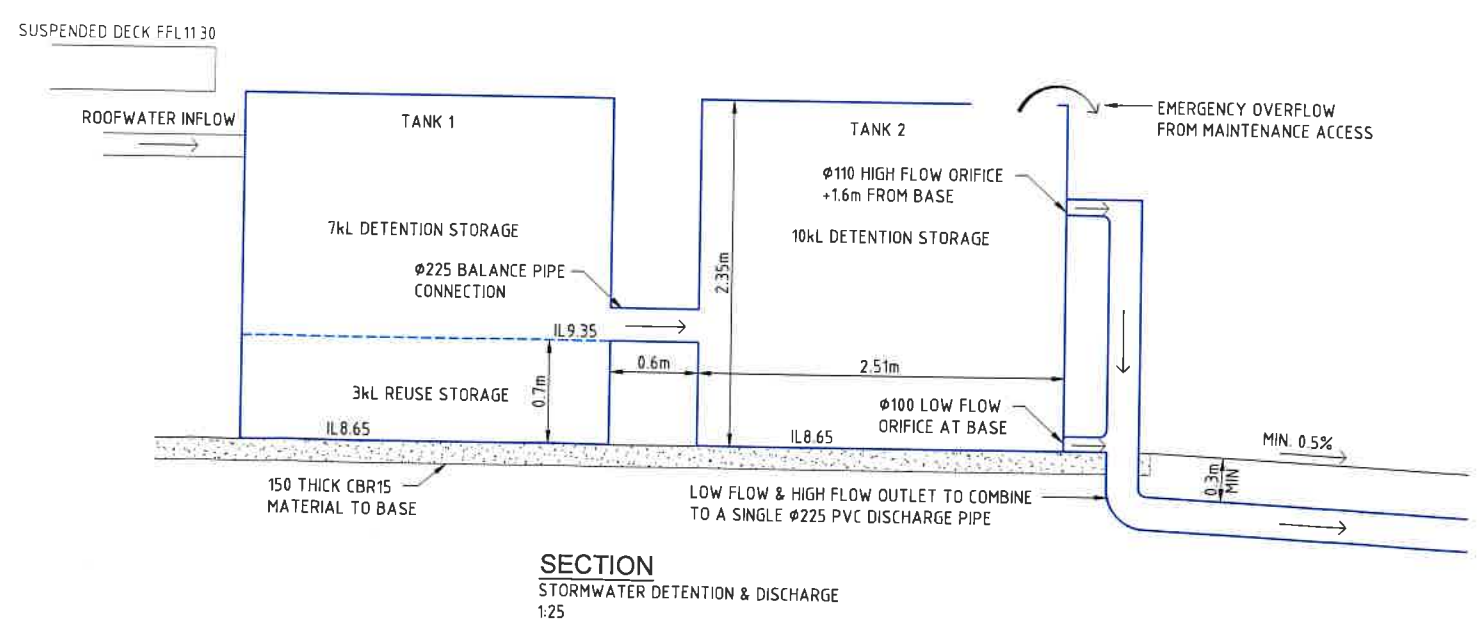
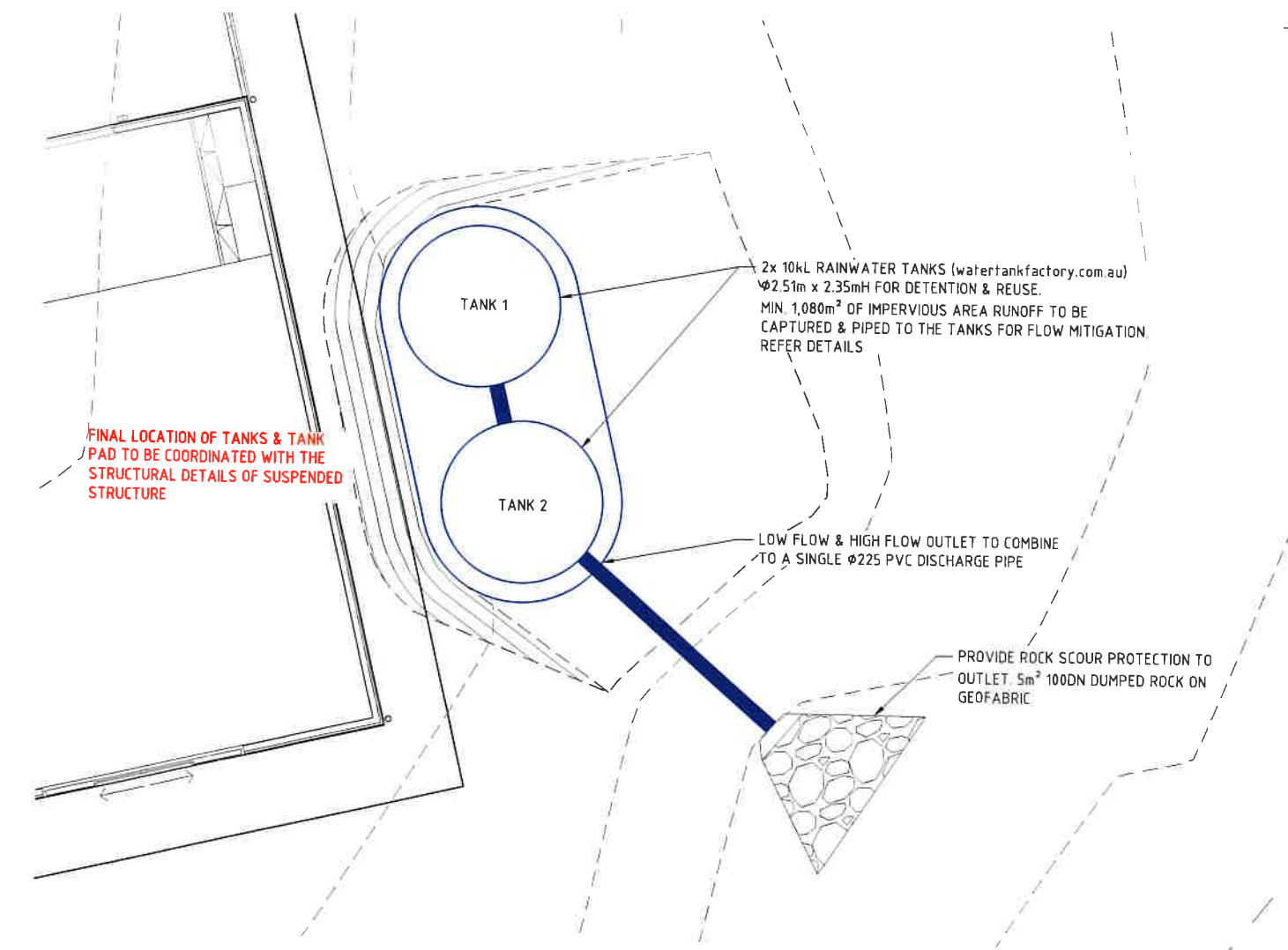
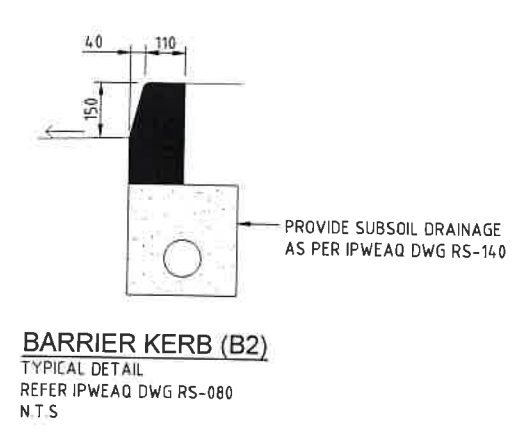
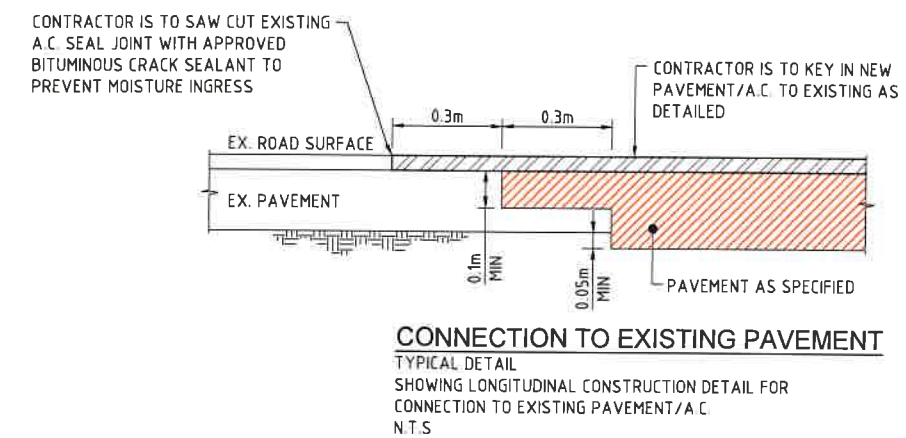
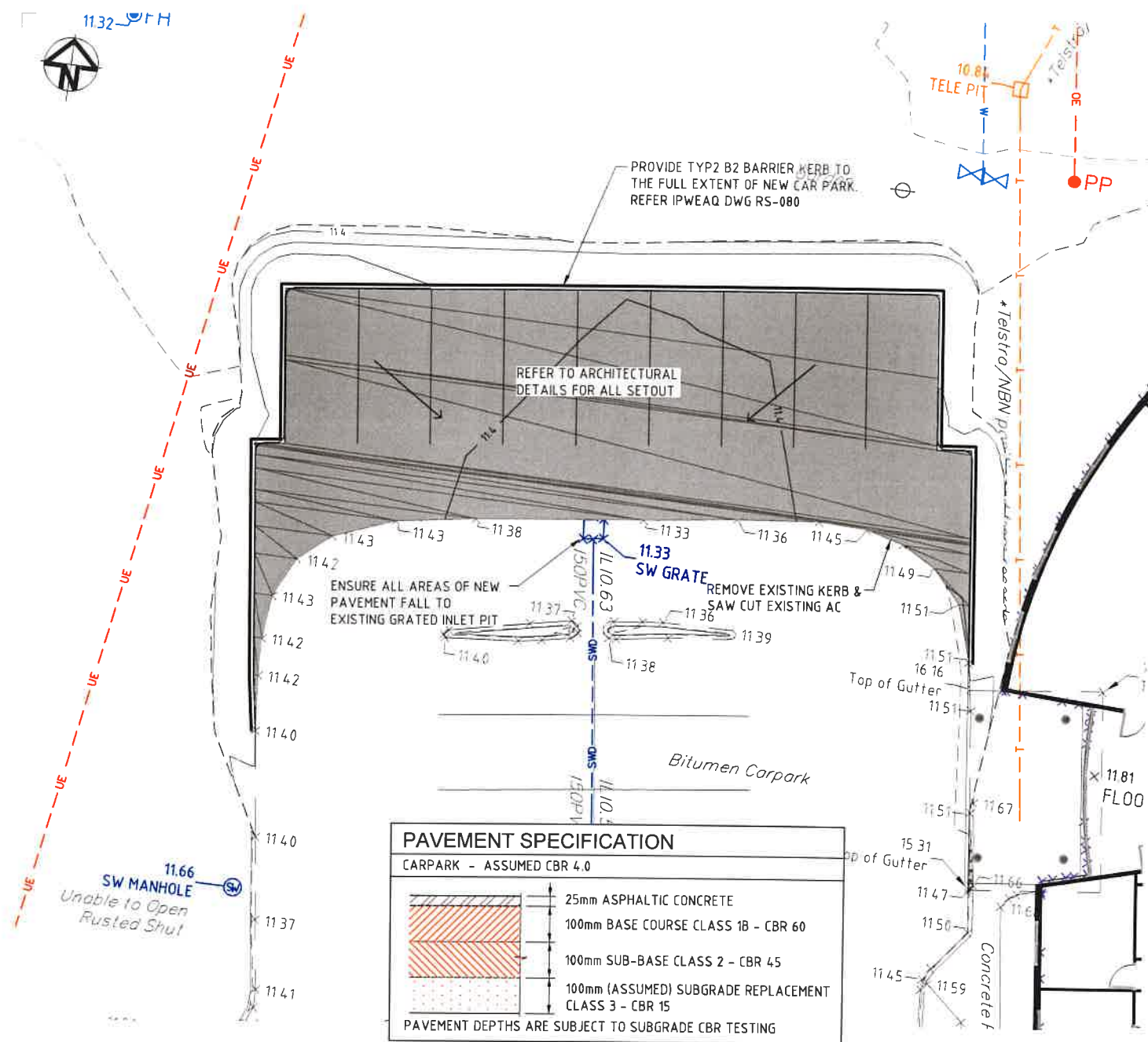
Applied to Date:	\$0.00
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Balance Due: \$10,488.50

ABC Spell

Category: MISC





REV	DESCRIPTION	BY	DATE
1	ORIGINAL ISSUE	CE	15/07/21
2	TANK DETAILS REVISED	CE	15/07/21



PRELIMINARY ISSUE

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PROJECT
SALVATION ARMY
YOUTH OUTREACH SCHOOL
27-29 LAWNTON POCKET ROAD, LAWNTON
CIVIL WORKS
ROADWORKS & DRAINAGE PLAN & DETAILS

DATE 15/07/21	DRAWN BY CE
SCALE @ A1	CHECKED BY TG
CLIENT NO MC0919	APPROVED BY TG
PROJECT NO	PHASE
DRAWING NO	REV

SAL1001 DD **C02-01** 2