

SITE RULES:

1. All workers **MUST** have undergone a Vivid General Safety Induction before entering any Vivid construction site.
2. All workers **MUST** be aware of Vivid's Policies and Procedures.
3. All workers **MUST** have a current white card and **MUST** be on all persons at all times whilst working on a Vivid construction site.
4. All employees **MUST** clock in via the app nominated by Vivid Projects before starting work and clock off immediately after completing work. All workers must take a mandatory break of 30 minutes after completing five (5) hours of work.
5. All workers **MUST** wear Personal Protective Equipment in accordance with manufacturer's instructions and where directed by the principal contractor and in accordance with sight signage.
6. Alcohol and illegal drugs are **NOT** permitted on site - persons observed to be influenced by alcohol or drugs at any time during working hours comprises the health and safety of workers and will not be **ALLOWED** on site. If you are required to take **strong prescription** medication that warns against driving or using machinery, you must advise the principal contractor.
7. Radios are **NOT** permitted on site if it interferes with on site communication / safety.
8. Persons caught **stealing items** of a personal or material nature will be immediately dismissed from site.
9. All workers are to maintain a **clean and tidy** site at all times and all rubbish is to be placed in bins where provided.
10. All workers **MUST** comply with reasonable direction from the principal contractor on site.
11. All workers **MUST** follow the site-specific safety plans / work method statements, site safety signs and ensure safe work practices at all times.
12. All workers **MUST NOT** walk through barricaded areas unless specifically given permission by the principal contractor.
13. **No smoking** anywhere on site.
14. All workers **MUST** maintain all site amenities in a clean, tidy and hygienic state.
15. BE AWARE of your surroundings and be responsible for your safety and that of others. **Listen, Look Up, Observe.**
16. Consider the **SAFETY** of your fellow worker and members of the public.
17. **DO NOT** expose yourself or others to hazardous materials, follow safety work methods.
18. Follow **SAFE LIFTING** procedures at all times.
19. **Report** any incidents, dangerous events, serious bodily injuries or work-caused illnesses to the principal contractor.
20. Fighting, bullying or aggressive behaviour (including verbal threats of violence) **WILL NOT** be tolerated and will incur immediate dismissal on site.

Sub-contract

Parties:

VIVID PROJECTS PTY LTD

(ACN: 166 956 930)
("the Head-contractor")

and

("the Sub-contractor")

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THIS SUB-CONTRACT is made the
day of
20

Between
VIVID PROJECTS PTY LTD (ACN: 166 956 930) of PO Box 1466, Carindale QLD 4152

("the Head-contractor") and

("the Sub-contractor")

BACKGROUND:

- A. The Head-contractor is contracted to conduct _____ at the Site (as defined in paragraph 1 hereof) and has a statutory 1275725 issued by the Queensland Building and Construction Commission ("the licence").
- B. The Sub-contractor is skilled in the trade of :
- C. For the purposes of this Sub-contract both parties agree that the terms and conditions contained herein will prevail (unless otherwise terminated in writing in accordance with clause 31.3 or varied in writing and agreed to by both parties) and will apply to all site/s that the Sub-contractor is engaged on by the Head-contractor now and in the future. Furthermore, both parties agree this subcontract will be subject to a review upon the anniversary of twelve (12) months from the date of signing the Subcontract.
- D. The parties intend that the Sub-contract Works described in this Sub-contract and the schedules thereto be prosecuted by the Sub-contractor in accordance with the terms as set out hereunder.

THE PARTIES AGREE:

1. Dictionary of terms

In this Sub-contract, including the recitals, unless a meaning is set out in this chapter 1 or the context otherwise requires, words used in this Sub-contracting have the meaning set out in the Home Building Act 1991 (QLD) or if no meaning is set out there, then their common simple English meaning. If a word or phrase has more than one reasonable meaning in the context, then in this sub- contracting agreement it has the broadest meaning.

"BCISPA" means Building and Construction Industry Security of Payment Act 2004 (QLD).

"HBA" means the Home Building Act 1991 (QLD).

"Personal Information" means name, address and/ or any registered office address, any relevant ABN, business names and/or ACN and company details, telephone number, D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable).

"Confidential Information" means:

- (a) all confidential information including but not limited to:

- (i) trade secrets and confidential know-how; and
- (ii) financial, accounting, marketing and technical information, customer and supplier lists, know-how, technology, operating procedures, price lists, data bases, source codes and methodologies, of which the Sub-contractor or any Sub-contractor employee or worker becomes aware or generates (both before and after the day this Sub-contract is signed) in the course of, or in connection with, (including confidential information belonging to a third party) providing the Services to the Head-contractor; and
- (iii) including but not limited to, Personal Information.

- (b) all copies, notes and records based on or incorporating the information referred to in paragraph (a); and

- (c) the terms of this agreement,

but does not include any information that was public knowledge when this Sub- contract was signed or became so at a later date (other than as a result of a breach of

confidentiality by, or involving, the Head-contractor.

“Equipment” means appliances and things used in the carrying out of the Sub-contract Works but not forming part of the Sub-contract Works.

“Final completion” is that stage when work under this Sub-contract has been finally and satisfactorily executed and the Sub-contractor has fulfilled all his obligations under this Sub-contract including during the defects liability period for each and every Project and as confirmed in writing by the Head-contractor

“Intended Date for practical completion” specified in item 1 of the First Schedule is the date on which it is intended that the Head-contractor shall complete the building works for which it has been engaged to complete by an Owner and advised in writing to the Sub-contractor by the Head-contractor for each Project. The Intended Date for practical completion on each Project may be revised only by the Head-contractor's Representative by issuing an extension of time.

“Interest” means interest calculated at a rate equivalent to the general interest charge rate under subsection 8AAD(1) of the *Taxation Administration Act 1953* (Cth) on any money which is unpaid but due and payable according to this Sub-contract, compounded daily from the due date and until the overdue money is paid.

“Minor defects” mean those which do not prevent the Sub-contract Works from being reasonably capable of being used for their stated purpose on each Project, which can be rectified in a short timeframe and the rectification of which will not prejudice the convenient use of the Sub-contract Works.

“Owner” means the Owner of the Site for which the Head-contractor has been engaged by.

“Head Contract” means a head contract between an Owner and the Head-contractor for the provision of building works by the Head-contractor for the Site/s.

“PPSA” means the Personal Properties Security Act 2009

“PPSR” means the Personal Properties Security Register

“Practical completion” is the date specified in Item 10 of the First Schedule and is that stage in the execution of the Sub-contract Works under this Sub-contract for each Project when:

the Sub-contract Works are complete except for minor omissions and minor defects which do not prevent the Sub-contract Works from being reasonably capable of being used for their intended purpose and in relation to which the Head-contractor has no reasonable grounds for not requiring prompt rectification of them and rectification of which will not prejudice the convenient use of the Sub-contract Works; and

those tests which are required by this Sub-contract to be carried out and passed before the Sub-contract Works are handed over to the Head-contractor have

been carried out and passed and such documents and other information required under this Sub-contract which are essential for the use, operation and maintenance of the Sub-contract Works have been supplied; and where appropriate a certificate of occupancy has been issued in respect of the whole of the Sub-contract Works.

“Project” is each Site/s whereby the Head-contractor engages the Sub-contractor to provide the Sub-contract Works now and in the future.

“Site/s” is each parcel of land owned by an Owner on which the Head-contractor has been or is to be engaged to provide the Building Works on.

“Specifications” means any plans drawings or other document specifying how the Sub-contract Works are to be carried out for each Project or the structure or structures thereby to be constructed and any modification of such plans drawings or specifications notified by the Owner to the Head-contractor and in turn in whole or part supplied to the Sub-contractor on each Project in accordance with the provisions of this Sub-contract and includes such other drawings or specifications of any kind as may from time to time be supplied to the Sub-contractor in accordance with the provisions of this Sub-contract for each Project or the use of which has been permitted by this Sub-contractor for the purposes of this Sub-contract.

“Sub-contract sum” means the price of the Sub-contract Works as quoted by the Sub-contractor in writing for each Project and as otherwise advised in writing to the Sub-contractor by the Head-contractor prior to the commencement of each Project.

The Sub-contract sum is subject to revision if additional work is required on a separate Site but only if agreed to in writing by the Head-contractor.

“Sub-contract Works” means the work which the Sub-contractor is or may be required to execute at the request of the Head-contractor in relation to each Project that the Sub-contractor is engaged on and includes but is not limited to variations, remedied work, constructional plant, temporary works and remedial work and includes all work according to any drawings and to the design described in item 3 of the Schedule and as advised to the Sub-contractor by the Head-contractor prior to the commencement of each Project.

1. Unless this Sub-contract provides otherwise, and subject to this clause, any consideration that may be provided for under this Sub-contract is exclusive of GST. If a party makes a Taxable Supply in connection with this Sub-contract for a consideration which represents its Value, then the Recipient of the Taxable Supply must also pay, at the same time and in the same manner as the Value is otherwise payable, the amount of any GST payable in respect of the Taxable Supply. To the extent that any Consideration payable to a party under this Sub-contract is determined by reference to another amount, the GST exclusive

amount of the other amount must be used.

2. Words herein used in the singular shall include the plural and vice versa. Male terms shall include female and if the party referred to is a company personal pronouns 'him' or 'his' shall be read as 'it' or 'its'.
3. If any inconsistency shall appear between these conditions and the specifications or any re-issued specifications then the provisions of these conditions shall prevail. Figured dimensions are to be followed in preference to scale. The several documents which constitute the contract between the parties, (in addition to this Sub-contract) or which may be brought into existence in the final design shall be taken as mutually explanatory and anything contained in one but not in another shall be equally binding as if contained in all.
4. Any instruction or notice which a party is obliged to give or chooses to give pursuant to this Sub-contract shall be given promptly and in writing.
5. Everyone who has signed this Sub-contract (or their legal personal representative) must sign every change to this Sub-contract. Everyone who is obliged to do something under this Sub-contract is obliged as an individual, as well as being obliged jointly with any or all of the other persons to whom the obligation applies.
6. Parties to this Sub-contract have a duty to each other to be fair just and reasonable in the work that they do, the instructions that they give, the information that they impart and their requirements of each other.

2. Head Contract

- 2.1. The Sub-contractor assumes all of the Head-contractor's obligations and responsibilities in the Head Contract between the Head-contractor and the Owner with respect to completing the Sub-contract Works for each Project. In construing the Head Contract, reference to the Owner (or Head-contractor or proprietor) means the Head-contractor, and reference to the Head-contractor (or contractor) means the Sub-contractor.

3. Doing the work

- 3.1. The Sub-contractor shall start, do and finish the Sub-contract Works including any variations to them and including all obvious minor items of work needed to complete them on or before the date for practical completion as advised to the Sub-contractor for each Project, in a safe and workmanlike manner, pursuant to these conditions and to the reasonable satisfaction of the Head-contractor.

4. Assignment and sub-letting

- 4.1. Neither party shall assign or encumber the Sub-contract without the prior consent of the other.
- 4.2. The Sub-contractor shall not sub-let any portion of the Sub-contract Works on each Project without the prior consent of the Head-contractor. The Head-contractor cannot withhold consent unreasonably.
- 4.3. Sub-letting this Sub-contract does not relieve the Sub-contractor of responsibility for the acts or omissions of anyone to any part or all of the Sub-contract Works thereof have been sub-let.

5. Sub-contract documents

- 5.1. The Sub-contract drawings plans specifications and other documents ("documents") shall be read so that they assist each-other and anything required by or contained in one but not another shall be equally binding as if required by or contained in all of them. If there is any inconsistency or anything the Sub-contractor does not understand it must immediately ask the Head-contractor on any Project, in writing, for a written interpretation and follow that interpretation on that specific Project. No such interpretation shall be construed as a variation to the Sub-contract Works or be grounds for adjustment of the Sub-contract sum.
- 5.2. Minor items not expressly mentioned in the Sub-contract documents but which are necessary for the proper execution and completion of the Sub-contract Works for each Project, shall be supplied and executed by the Sub-contractor without adjustment to the Sub-contract sum on each Project.
- 5.3. In the absence of an instruction to the contrary on each Project, anything in any drawing specification or other document which is specific shall have precedence over anything in any other document which is more general or less specific.
- 5.4. Any additional documents or other information as is necessary for the purpose of completing the Sub-contract Works given to the Sub-contractor by the Head-contractor on each Project shall, from the time it is given, form part of this Sub-contract.
- 5.5. All documents supplied to the Sub-contractor by the Head-contractor on each Project shall be returned to the Head-contractor on demand in writing and shall not be used by the Sub-contractor other than in relation to the Sub-contract Works.
- 5.6. The Sub-contractor shall supply to the Head-contractor free of charge four copies of such documents as the Sub-contractor is reasonably required to supply on each Project. The copies supplied for the Head-contractor shall remain its property. Those documents do not form part of this Sub-contract unless the Head-contractor returns an endorsed set to the Sub-contractor. The Sub-

contractor may ask the Head-contractor to endorse any document on each Project and the Head-contractor shall not unreasonably refuse to do so, free of charge.

5.7. The fact that the Sub-contractor has been allowed to use any drawings or other written information at all by any person in connection with the Sub-contract Works does not relieve the Sub-contractor from the obligation to check the drawings and the information on each Project. It is no answer to an accusation of negligence against the Sub-contractor that it followed directions which were obviously in error. On the other hand, drawings and information supplied by the Sub-contractor must be correct except in so far as any error has been caused by innocently relying on a mistake of someone else, for example a wrong calculation, occurring in a document which the Head-contractor has issued independently.

5.8. During the execution of the Sub-contract Works on each Project one complete set of drawings specifications and other written information issued or supplied to or by the Sub-contractor shall be kept by the Sub-contractor at the Site/s or other locations approved in writing by the Head-contractor and shall be available at all reasonable times for reference by the Head-contractor on each Project and anyone or persons nominated by the Head-contractor.

6. Bills of quantities

6.1. The Sub-contract sum on each Project is a fixed sum as agreed to by the Head-contractor and any bills of quantities that are provided by the Sub-contractor to the Head-contractor will not alter the Sub-contract Sum.

7. Sub-contractor to inform itself

7.1. The Sub-contractor has:

7.1.1. examined or will examine all relevant information made available to it for each Project, for any purpose, by the Head-contractor;

7.1.2. examined or examine each Site/s and its surroundings;

7.1.3. informed or will inform itself as far as practicable of the nature of the Sub-contract Works for each Project and the materials necessary for carrying them out;

7.1.4. informed or will inform itself as far as practicable of the availability of labour and materials necessary for the execution of the Sub-contract Works for each Project.

7.2. In no circumstances whatsoever does the Head-contractor take responsibility for nor make any representation with respect to the accuracy or adequacy of any information or data provided to the

Sub-contractor on each Project, whether contained in the Sub-contract documents or otherwise; nor shall the Head-contractor be liable for any reason; nor does the Head-contractor assume any duty of care to the Sub-contractor with respect to information pertaining to the Sub-contract Works for each Project, or the failure to provide such information.

7.3. The Head-contractor shall supply the information necessary to enable the Sub-contractor to set out the Sub-contract Works for each Project. The Sub-contractor shall check all Site measurements and other information supplied to it.

8. Latent conditions

8.1. On each Project if the Sub-contractor encounters on the Site/s or its surroundings any physical conditions, natural or artificial, which it considers differ materially from those which are apparent on reasonable inspection; which could not reasonably have been anticipated at the date of such inspection by a competent Sub-contractor, it shall forthwith notify the Head-contractor.

8.2. On receipt of such notice from the Sub-contractor, the Head-contractor shall determine whether any variation to the Sub-contract Works for that specific Project is necessary and if so shall take action in accordance with the provisions of this Sub-contract.

9. Statutory requirements

9.1. The Sub-contractor shall comply with everything with which it ought to comply, including occupational health and safety best practices, any direction from a local authority or other body having jurisdiction over the carrying out of the Sub-contract Works for each Project, including but not limited to:

9.1.1. induction of workers on each Site/s;

9.1.2. provision of safe work method statements to the Head-contractor for each Project;

9.1.3. required reporting to the Head-contractor (accident/incident reporting) for each Project;

9.1.4. tool-box meetings attendance on each Site/s;

9.1.5. provision of 1st aid on each Site/s; and

9.1.6. maintaining accurate records and be able to produce same upon request at any time for each Project.

9.2. If, on any Project in the opinion of the Sub-contractor, the provisions of any of the Sub-contract documents require the Sub-contractor to do any act or omission which is contrary to any law, any reasonable requirement stated in any permit or code or ordinance of any sort, or anything contrary to

occupational health and safety best practice, the Sub-contractor shall give notice to the Head-contractor specifying those alterations which it considers necessary in order that the Sub-contract documents might be amended to comply with them. The Head-contractor shall as soon as practicable after receiving the Sub-contractor's notice on such a Project give to the Sub-contractor reasonable instructions in the matter.

- 9.3. The Subcontract is subject to the provisions of the BCISPA (QLD) and Building Code of Australia (BCA) / Acceptable Standards of Construction as a minimal standard expected of all trades to be achieved. Failure to comply with such standards will be a breach of clause 31.3.2.
- 9.4. The Sub-contractor must have the appropriate industry Licence to carry out the Subcontract Works. The Sub-contractor agrees to provide verification of such current licence details prior to the commencement of each Project and/or at any time upon demand by the Head-contractor.
- 9.5. Prior to the issue of the final certificate on a Project or upon demand made by the Head-contractor to the Sub-contractor for a Project, the Sub-contractor shall surrender to the Head-contractor any documents in its possession relating to the approval of relevant authorities in connection with the Sub-contract Works for that Project.

10. Protection of people and property

- 10.1. The parties declare public safety, and occupational health and safety, to be of major concern to them. The Sub-contractor shall do and procure all things properly required by any relevant authority, or necessary for the protection of the Sub-contract Works on each Project, or of other property, or for the safety and convenience of all persons employed in or around the work Site/s and also members of the public.
- 10.2. The Sub-contractor shall avoid obstruction interference or damage to property on or adjacent to the Site/s for each Project, and to the assets of any utility provider, or any authority which owns public assets, and shall have any obstruction or interference removed immediately and at the Sub-contractor's own cost have reinstated all damage caused by the Sub-contractor its servants or agents on each Project.
- 10.3. In the event that the Sub-contractor doesn't reinstate any damage it causes on a Project, the Head-contractor shall have the right to fix it and to deduct the cost thereof from any moneys due or thereafter to become due to the Sub-contractor on a Project by the Head-contractor and to recover any difference as a debt due to it by the Sub-contractor.
- 10.4. The Sub-contractor shall prevent inconvenience to the owners and occupiers of properties adjoining the

Site/s and to the public on each Project and shall comply in all respects with the requirements of any agreements that may be made from time to time with adjoining owners or for the protection of adjoining property, to which the Head-contractor may be subject, extracts from which agreements shall be available for inspection at the Head-contractor's office on each Project.

11. Responsibility for work under the contract

- 11.1. From the date of the making of this Sub-contract until the date of practical completion of the Sub-contract Works on each Project the Sub-contractor shall be responsible for the care of all the Sub-contract Works under this Sub-contract, without limit. It will perform its duties under this Sub-contract correctly and in accordance with this Sub-contract on each Project.
- 11.2. The Sub-contractor shall not proceed to do any part of the Sub-contract Works on each Project over work done by others if in the Sub-contractor's opinion; the prerequisite work is unsatisfactory (including but not limited to, sub-state surfaces such as concreting, tiling or painting) and failure to have such issues addressed at the time of discovery shall be deemed acceptance of the sub-state where the Sub-contractor continues to proceed, subsequent claims for additional costs to rectify will then not be considered a variation, unless the Head-contractor issues an instruction overriding the objection.
- 11.3. If the Sub-contractor identifies prior works done by other contractors which is defective, then the Sub-contractor must immediately notify the Head-contractor before proceeding.

- 11.4. Responsibility under this clause shall not extend to latent or hidden defects caused by any person.

12. Responsible person to be on Site at all times

- 12.1. At all times whilst actually engaged on the Sub-contract Works for each Project, the Sub-contractor shall have a competent representative physically present on the Site/s who shall be authorised and able to take and carry out such instructions as the Head-contractor may reasonably give.
- 12.2. If the Head-contractor is absent and has no authorised representative on the Site/s, the Sub-contractor may take such action as may be considered necessary to prevent loss, damage or personal injury to anyone.

13. Possession of Site, Rules & Requirements

- 13.1. Subject to the terms of this Sub-contract, the Head-contractor shall on or before the start time stated in item 4 of the First Schedule for each Project give to the Sub-contractor possession of enough of the Site/s to enable the Sub-contractor to start and proceed with the Sub-contract Works. Should there be a delay in giving the Sub-contractor possession of the Site/s on

a Project or sufficient thereof to enable it to start and proceed with the Sub-contract Works, and should this delay the Sub-contractor in completing the Sub-contract Works on a Project, then such delay shall be deemed not to be a breach of the Sub-contract by the Head-contractor but shall be a ground for extension of time.

- 13.2. Hours of operation shall be established prior to the commencement of the Subcontract Works by the Sub-contractor for each Project. Days and hours permitted for onsite work activity on each Project must at all times comply with the approved time frames to access the work Site/s.
- 13.3. Where the Sub-contractor and/or the Sub-contractor's employees are in possession of the Site/s on any Project, it shall be that party's responsible for the Site/s security. In the event of any loss or damage to the Site/s due to failure to comply with this clause will result in the Sub-contractor being liable for any such claims in the first instance.
- 13.4. Notwithstanding clause 13.2 the Sub-contractor shall be responsible for both the neighbouring properties and Site fences (including maintenance), signage and the immediate reinstatement thereof should the Subcontract Works activities necessitate temporary removal at any time on any Project.
- 13.5. The Sub-contractor and/or the Sub-contractor's employees must adhere to any parking or traffic control requirements to comply with RMS and local council approved requirements and not to impose on any thoroughfare or access to neighbouring properties for any Project.
- 13.6. In the event of a breach or an infringement is incurred against the Head-contractor but found to be due to the Sub-contractor's failure to comply with the Site/s Rules then the Sub-contractor will be liable for any such costs incurred on any Project.

14. Control of employees

- 14.1. For each Project the Sub-contractor shall employ and ensure that its Sub-contractors employ in connection with the Sub-contract Works only competent persons.
- 14.2. The Head-contractor may object to and direct, in writing, the Sub-contractor to remove or have removed from the Site/s within such time as the Head-contractor directs anyone employed by the Sub-contractor or by any of its Sub-contractors who the Head-contractor believes is behaving badly (for example, with use of inappropriate language, sexually implied racial, religious comments, no loud and/or offensive music), or is incompetent or negligent or not accustomed to safe working methods on any Project. The Head-contractor need not give any warnings beforehand. The Sub-contractor shall comply with such direction for each Project.
- 14.3. The Subcontractor acknowledges and accepts the

Head-contractor's no smoking policy and/or the consumption of alcohol or use of any non-prescription drugs on or at the Site/s at any time. If the Head-contractor has reasonable grounds to suspect that the Subcontractor and/or employees may be at risk of impairment as a consequence of alcohol and/or drugs, the Head-contractor will require the Subcontractor and/or employees to undergo drug and/or alcohol testing at the Subcontractor's expense.

15. Materials

- 15.1. The Sub-contractor shall manage its time diligently and ensure timely supplies of material and labour so as not to slow progress of the Head Contract on each Project.
- 15.2. Where in spite of its diligent time management, the Sub-contractor believes that deliveries may not happen on a Project as and when needed the Sub-contractor shall immediately notify the Head-contractor of its beliefs and ask for instructions.
- 15.3. Subject only to an Act of God or force majeure, the failure of a supplier to the Sub-contractor to meet any required delivery dates on a Project in no way diminishes the Sub-contractor's responsibility to meet the materials and work milestones or the date for practical completion of the Sub-contract Works.
- 15.4. Whenever the Sub-contractor chooses to store on the Site/s, materials and articles for use in the Sub-contract Works, it shall take steps to protect them from theft and damage. Any work necessary to achieve this security or protection on a Project shall be at the Sub-contractor's expense.

16. Examination and testing of materials and work

- 16.1. The Head-contractor may at any time before the issue of a final certificate on a Project and so many times as is reasonable, require any materials or work to be used in or forming any part of the Sub-contract Works and specified in the direction to be tested or examined, even if it requires pulling a structure down or opening it up. If this happens the Sub-contractor shall promptly prepare and make available for examination and/or testing those materials or Sub-contract Works and shall give the Head-contractor prompt notice when the same is so available.
- 16.2. The Head-contractor shall have power to direct on any Project that any part of the Sub-contract Works shall not have further work placed thereon or shall not be covered up or put out of view without its prior approval.
- 16.3. When the Head-contractor has completed its examination and/or testing on a Project the Sub-contractor shall reconstruct and make good to the satisfaction of the Head-contractor the part of the Sub-contract Works so opened up or pulled down.

16.4. If the work inspected such is found to be in accordance with the Sub-contract, the Sub-contractor shall be allowed the cost of making the work available for inspection and making good such work, but if it is found to be defective the cost of inspection shall fall to the Sub-contractor.

17. Maintenance during construction

17.1. Until such time as the Sub-contractor shall have brought the Sub-contract Works to practical completion on a Project and handed over the same to the Head-contractor, the Sub-contractor shall be responsible for the protection, care, up-keep and maintenance of the Sub-contract Works on a Project. However, if the Head-contractor takes over any portion of the Sub-contract Works on a Project then the responsibility of the Sub-contractor shall thereafter extend only to such portion of the Sub-contract Works that has not been so taken over.

18. Site cleaning

18.1. The Sub-contractor shall at its own cost and to the satisfaction of the Head-contractor on each Project:

18.1.1. until practical completion of the Sub-contract Works or as reasonably directed by the Head-contractor clean-up and properly remove from the Site/s and neighbouring streets where applicable (including but not limited the removal of any materials that may pose a hazard/pollution, removal of said substances must be dealt with in accordance with relevant statutory governing authorities at all times) all rubbish and surplus material;

18.1.2. at practical completion of the Sub-contract Works remove all buildings, temporary works, constructional plant and equipment he may have constructed or brought onto the Site/s for the purpose of carrying out the Sub-contract Works;

18.1.3. at practical completion of the Sub-contract Works leave the Site/s in a condition suitable for handing over to the Head-contractor and/or as required by following trades.

18.2. If the Sub-contractor fails to comply on a Project, the Head-contractor may, after giving notice to the Sub-contractor, have the work of cleaning and tidying up performed by others and the cost incurred by the Head-contractor in so doing shall be a debt due to it from the Sub-contractor.

19. Payment of employees, industrial relations, safety matters and working hours

19.1. All workers employed by the Sub-contractor in connection with the Sub-contract Works on a Project shall be so employed at rates of pay and conditions which at least equal to those of the relevant Modern

Award, or if there is a Site/s agreement then that Site/s agreement.

19.2. If any wages and/or allowances become payable but remain unpaid by the Sub-contractor on a Project, the Head-contractor may withhold from the Sub-contractor an amount sufficient to satisfy such unpaid wages and/or allowances until the Sub-contractor shall provide adequate evidence of payment, failing which the Head-contractor may at its discretion make direct payment of such wages or allowances as attorney of the Sub-contractor and thereafter account to the Sub-contractor for the same, however the Head-contractor is no way liable to any employees of the Sub-contractor.

19.3. No part of the Sub-contract Works shall be executed on Site/s outside the Head-contractor's normal working hours other than with the consent of Head-contractor in which case the Head-contractor may ask the Sub-contractor to meet any additional cost of supervision incurred by the Head-contractor.

19.4. If the Sub-contractor does not maintain a rate of progress on each Project which will enable it to complete the Sub-contract Works by the date for practical completion or within any extended time granted to it, the Head-contractor may direct the Sub-contractor to work overtime in order to meet the Sub-contractor's obligations. If this happens, the Head-contractor shall not be liable for the Sub-contractor's additional costs.

19.5. The Sub-contractor shall be responsible for industrial relations with its workers on each Project. He shall keep the Head-contractor fully informed of any disputes with or demands by its workmen or their representatives and any other circumstances which could result in industrial action affecting the normal working of the Site/s.

19.6. The Sub-contractor shall provide weekly to the Head-contractor on a Project a report showing the names, union memberships, long service leave board and superannuation registrations of persons employed by the Sub-contractor or any Sub-contractor engaged by it on the Site/s each day during the previous week and giving notice of any intended change to that number during the ensuing weeks.

19.7. During progress of the Sub-contract Works for a Project, the Head-contractor may give reasonable notice of, and conduct on-Site/s safety meetings during such hours as the Head-contractor deems appropriate. The Sub-contractor is required to be represented by a senior representative at such safety meetings.

19.8. The Sub-contractor shall, as soon as possible after they occur on a Project, notify the Head-contractor of all accidents involving its employees or employees of its Sub-contractors and also all near

misses.

the methodology set out in the Second Schedule;

20. Dispute resolution

20.1. If any dispute of any kind whatsoever shall arise between the Head-contractor and the Sub-contractor in connection with or arising out of the Sub-contract for a Project, including without prejudice to the generality of the foregoing, any question regarding its existence, validity or termination, or the execution of the Sub-contract Works—whether during the progress of the execution or after completion and whether before or after the termination, abandonment or breach of this Sub-contract—the parties shall seek to resolve any such dispute or difference by mutual consultation.

20.2. If the parties fail to resolve such a dispute or difference by mutual consultation, then the matter in dispute shall, be referred in writing by either party to either legal representatives, debt collection mediators, industry expert arbitrators and/or the Disputes Review Expert ('Expert') nominated in default of agreement by an Approved Nominating Authority within the meaning of legislation relating to building in the jurisdiction in which this Sub-contract is signed, with a copy to the other party.

20.3. Where a dispute is referred to an Expert, the Expert shall take up his functions after having signed an Expert's Declaration of Acceptance. The Expert shall be a person experienced with the type of construction and services involved in this Sub-contract and with the interpretation of contractual documents and shall be selected by agreement between the Head-contractor and the Sub-contractor. If the Expert is not selected within 28 days of the date of the Letter of Acceptance, then upon the request of either or both parties the Expert shall be selected as soon as practicable by an approved Nominating Authority.

20.4. Either the Sub-contractor or the Head-contractor may refer a dispute to the Expert for a Project.

20.5. The Expert must comply with the rules and procedures set out in the Second Schedule but to the extent that the provisions of that schedule are wanting or in doubt, may decide his/her procedure as he or she thinks fit as long as he/she:

20.5.1. acts honestly, fairly, independently and impartially, and complies with the rules of natural justice;

20.5.2. acts within the time prescribed under this Sub-contract or where no time is prescribed, within a reasonable time; and

20.5.3. arrives at a reasonable measure or value of work, quantities or time and value using

20.5.4. acts as an expert, using his or her own judgment and expertise and carries out his or her own investigations after hearing initial submissions only, and not judicially.

20.6. The recommendation of the Expert shall be binding on both parties for a Project, who shall promptly give effect to it unless and until the same shall be revised, as hereinafter provided, in an arbitral award. Unless this Sub-contract has already been repudiated or terminated, the Sub-contractor shall continue to proceed with the Sub-contract Works in accordance with this Sub-contract.

20.7. If either the Sub-contractor or the Head-contractor is dissatisfied with any recommendation of the Expert, or if the Expert fails to issue his Recommendation within 28 days after he has received the written Request for Recommendation, then either the Head-contractor or the Sub-contractor may, within 14 days after his receipt of the Recommendation, or within 14 days after the expiry of the said 28-day period, as the case may be, give notice to the other party of his intention to commence proceedings in a Court.

20.8. If the Expert has issued a Recommendation to the Head-contractor and the Sub-contractor within the said 28 days and no notice of intention to commence litigation as to such dispute has been given by either the Head-contractor or the Sub-contractor within 14 days after the parties received such Recommendation from the Expert, the Recommendation shall become final and binding upon the Head-contractor and the Sub-contractor.

20.9. Whether or not it has become final and binding upon the Head-contractor and the Sub-contractor, a Recommendation shall be admissible as evidence in any subsequent litigation.

20.10. All Recommendations that have become final and binding shall be implemented by the parties forthwith.

20.11. Nothing herein shall prejudice the right of a party to institute proceedings to enforce payment due under this Sub-contract, or to seek injunctive or urgent declaratory relief.

21. Delay, extra payment for delays, and extension of time

21.1. If progress of the Sub-contract Works for a Project are delayed by:

21.1.1. proceedings being taken by adjacent or neighbouring owners or occupiers;

- 21.1.2. the fault of the Head-contractor; or
- 21.1.3. the fault of a contractor employed directly by the Head-contractor;
- 21.1.4. delay of any authority in giving any necessary approval;
- 21.1.5. civil commotion or industrial dispute beyond the control of the Sub-contractor affecting the progress of the Sub-contract Works;
- 21.1.6. conditions resulting from inclement weather;
- 21.1.7. any other matter cause or thing beyond the control of the Sub-contractor, including any act (other than any instruction by the Head-contractor as to a Variation) default or omission on the part of the Head-contractor, the Architect, or any Contractor, employee or agent of the Head-contractor in a manner which might reasonably be expected to result in a delay in the Sub-contract Works reaching Completion;
- 21.1.8. the Sub-contractor shall, if it desires, claim an extension of time ("EOT") for completion of the Sub-contract Works on a Project, give the Head-contractor, within 7 days of when the Head-contractor should reasonably have become aware of that causation occurring, a written claim for an EOT evidencing the facts of causation and of the delay to the contracted work (including extent), stating:
- 21.1.9. the nature of the delay; and
- 21.1.10. a reasonable time by which in its opinion the time for completion of the Sub-contract Works should be extended.
- 21.2. The Sub-contractor will not be in breach of the Sub-contract however, shall not be entitled to recover from the Head-contractor reimbursement of any costs and expenses sustained and incurred by the Sub-contractor as a result of delay in the progress of the Sub-contract Works on the Project by any cause beyond the control of the Sub-contractor.
- 21.3. On any Project where any further delay results from a qualifying cause of delay evidenced in a claim under the sub-clause 21.1, the Sub-contractor shall claim an EOT for such additional delay by promptly giving the Head-contractor a written claim evidencing the facts of that delay.
- 21.4. On any Project when both non-qualifying and qualifying causes of delay overlap, there shall be an apportionment of the resulting delay to the

contracted work according to the respective causes' contribution, and if the parties cannot agree on such apportionment they shall refer the matter to an expert in accordance with the provisions of this Sub-contract.

- 21.5. In assessing each claim for an EOT it is not relevant that it is possible for the contracted work to reach practical completion without an EOT; or that it is possible for the Sub-contractor to work faster on a Project.

22. Programme of Works and variations

- 22.1. On any Project, the Head-contractor and/or its authorised representative may direct in what order, by what dates or by which times the various stages or parts of the Sub-contract Works shall be executed.
- 22.2. On any Project, should the Head-contractor desire any alteration or additional work to be affected in connection with the Sub-contract Works or be required by the conditions of this Sub-contract such variations shall be authorised by the Head-contractor in writing prior to the Sub-contractor commencing execution of the variation.
- 22.3. The Subcontractor does not have to comply with a direction until it is given to them in writing.
- 22.4. Any departure from the original drawings on a Project shall be a variation.
- 22.5. On any Project if a variation to the Sub-contract Works becomes necessary because the below surface conditions of the land differ from those upon which the design is expressed to be based the Sub-contractor shall notify the Head-contractor of those changed conditions and shall thereafter perform the necessary work, keeping the Head-contractor advised of any amount to be added to or deducted from the Sub-contract sum as a result of that variation.
- 22.6. On any project whereby a variation arises and is requested by the Head-contractor, then the Sub-contractor is to submit a further written quote for the variation and if agreed to in writing by the Head-contractor will form part of the Sub-contract sum.
- 22.7. The Sub-contractor shall submit to the Head-contractor a price for each variation on a Project supported by evidence of costs and such a price is only valid if accepted in writing by the Head-contractor.
- 22.8. If the parties are unable to agree upon the value of a variation within fourteen (14) days of receipt by the Head-contractor of the Sub-contractor's price pursuant to this clause 22 any such dispute may be referred to expert determination as hereinafter provided.

22.9. The Sub-contractor shall not be obliged to commence any variation work on a Project until agreement has been reached as to the valuation of that variation.

22.10. The Head-contractor shall not be liable upon any claim by the Sub-contractor for variations on a Project unless the claim, with sufficient details to identify its factual basis, is lodged with the Head-contractor not later than 28 days after the date of occurrence of events or circumstances on which the claim is based or not later than twenty eight (28) days after practical completion of the Sub-contract Works, whichever of the two dates is the earlier and with written authorisation from the Head-contractor to commence any variation work.

23. Liquidated and ascertained damages

23.1. On any Project, If the Sub-contractor shall fail to bring the Sub-contract Works to practical completion by the date for practical completion as extended by any extension of time then it shall pay or allow to the Head-contractor, as liquidated and ascertained damages the sum per week or part thereof as outlined in item 6 of the First Schedule on each Project, for the period, from the date for practical completion during which the Sub-contract Works shall remain or have remained not brought to practical completion as specified in Item 1 of the First Schedule or as otherwise advised in writing to the Sub-contractor on a Project.

23.2. The defects liability period on a Project commences at the time the certificate of practical completion is delivered to the Owner on a Project and continues for a period as outlined in Item 9 of the First Schedule.

23.3. During the defects liability period the Sub-contractor shall make good as soon as practicable and at its own cost the defects found in the Sub-contract Works at practical completion together with any defects, shrinkages or other faults which may occur and be notified to the Sub-contractor during such period provided such defects are not due to acts by others for whom the Sub-contractor is not responsible under this Sub-contract.

23.4. Any action taken by the Sub-contractor for any of the purposes expressed in this clause shall not unnecessarily inconvenience the normal activities of the Head-contractor or the authorised occupants of the Site/s.

23.5. On any Project the date of final completion shall be the final day of the defects liability period and within seven (7) days of that date the Head-contractor shall pay the retention moneys less such of them which have been retained to fix defects (if any) to the Sub-contractor.

23.6. If any Project falls behind schedule and the Head-

contractor is responsible for payment of a liquidated damages to another party, then if that the delay in the schedule is caused or contributed to by the Sub-contractor then the Subcontractor will be liable to the Head-contractor for any damages or loss suffered by the Head-contractor.

24. Guarantees

24.1. The Sub-contractor provides in favour of the Head-contractor all such warranties as are specified in this Sub-contract in respect of the Sub-contract Works for each Project and all other warranties as required by the Head-contractor from time to time and the Sub-contractor shall ensure that the Head-contractor shall have the benefit of any warranties that are specified to be obtained by the Sub-contractor from any person.

24.2. Any director or shareholder of the Sub-contractor guarantees the obligations and liabilities of the Sub-contractor to the Head-contractor for each Project as outlined in this Sub-contract and will execute a written guarantee and indemnity in any form required by the Head-contractor.

25. Insurance

25.1. For each Project, the Sub-contractor must at the expense of the Sub-contractor obtain and maintain for the duration of this Sub-contract or as otherwise required by the Head-contractor the following:

25.1.1. All necessary statutory workers compensation insurance against any liability, loss, claim or proceeding whatsoever arising by virtue of any Statute relating to workers' compensation by any person employed by the Sub-contractor in or about the execution of the Sub-contractor in respect of whom the Sub-contractor may be or become liable whether employed by the Sub-contractor or not (and otherwise comply with all statutory workers compensation requirements); and

25.1.2. A valid and enforceable public liability insurance policy against liability to third persons or in respect of the property of third persons in an amount satisfactory to the Head-contractor; and

25.1.3. A valid and enforceable professional indemnity insurance policy to cover the Sub-contractor and the Sub-contractors employees and workers for an amount not less than \$750,000 for each such person.

25.2. The Sub-contractor must provide to the Head-contractor evidence of the Sub-contractors insurance cover upon engagement by the

Head-contractor for a Project.

25.3. The Sub-contractor must immediately notify the Head-contractor in writing of any cancellation or non-renewal of the Sub-contractors insurance.

25.4. The Sub-contractor shall only be liable for, and shall indemnify the Head-contractor only to the extent of:

25.4.1. Any liability, loss, claim or proceeding in respect of any injury loss or damage to any property real or personal insofar as such injury loss or damage arises out of or in the course of or by reason of the execution of the Sub-contract Works.

25.4.2. Any liability arising because it does something which could not be covered by insurance or which would breach an insurance policy, for example, allowing a drunken person to operate a bobcat.

25.5. The parties agree that the consideration passing between them under the terms of this Sub-contract has been adjusted to reflect the allocation of risk under this chapter 25.

26. Sub-contractor to indemnify Head-contractor with respect to Works other than Sub-contract Works

26.1. Insofar as this chapter applies to property, it applies to property other than the Sub- contract Works on a Project.

26.2. The Sub-contractor shall indemnify the Head-contractor against on any Project:

26.2.1. loss of or damage to the Head-contractor's property; and

26.2.2. claims in respect of personal injury or death or loss of, or damage to, any other property (including but not limited to damage to property found to be due to negligence on the part of the Sub-contractor, any such cost to rectify shall be borne by the Sub-Contractor, arising out of or as a consequence of the carrying out of the contracted work, but the indemnity shall be reduced proportionally to the extent that the act or omission of the Head-contractor or its consultants, agents or other contractors (not being employed by the Head-contractor) may have contributed to the injury, death, loss or damage.

26.3. This Chapter 26 shall not apply to the extent that the Head-contractor's liability is limited by another provision of the Sub-contract. It shall not exclude any other right of the Head-contractor to be indemnified by the Sub-contractor; or things for the care of which

the Head-contractor is responsible.

27. Progress claims and payments

27.1. On any Project, the Sub-contract Sum is payable by the Head-contractor on the dates / times as advised by the Head-contractor prior to the commencement of a Project, which may be as follows:

27.1.1. On completion of the Sub-contract works for each Project; or

27.1.2. By way of progress payments in accordance with the Head-contractor's specified progress payment schedule and such progress payment claims may include the reasonable value of authorised variations; or

27.1.3. The times and dates outlined in Item 7 of the Schedule; or

27.1.4. Failing any notice to the contrary, the date which is thirty 30 days following the end of month in which an invoice has been submitted to the Head-contractor by the Subcontractor and approved by the Head-contractor for payment.

27.2. The Head-contractor will only make payment on account of progress claims for Sub-contract Works completed in accordance with the Sub-contract on each Project in accordance with clause 27.1.

27.3. The Sub-contractor will make all other payments in respect of Sub-contract Works that are not the subject of this Sub-contract.

27.4. The Head-contractor will only make payment to the Sub-contractor once payment has been made by the Owner for a Project.

27.5. With each claim the Sub-contractor shall provide the Head-contractor with:

27.5.1. particulars of all adjustments to the Sub-contract sum which have been made pursuant to the Sub-contract to the date on which the particular claim is submitted, but since submission by the Sub-contractor of any immediately preceding progress claim;

27.5.2. evidence of current insurances.

27.6. The amount of each progress payment paid by the Head-contractor on a Project will be its assessment of what is owing under any payment claim less:

27.6.1. any retention moneys;; and

27.6.2. any other amount properly withheld;

27.7. No payment of moneys by the Head-contractor of a progress payment for a Project shall be deemed evidence that any work Materials and/or goods in relation to which such payment relates are in accordance with this Sub-contract.

27.8. The Head-contractor may at its discretion from time to time pay the Sub-contractor's Sub-contractor directly and payment shall be made by way of invoice sent to the Head-contractor directly by the Sub-contractor's Sub-contractor. Any progress claims issued by the Sub-contractor shall be reduced by the Sub-contractor to reflect this payment.

28. Termination by frustration

28.1. If the work must be varied on a Project due to:

28.1.1. a matter that could not reasonably be expected to be necessary for the completion of the Sub-contract Works; or

28.1.2. a requirement of the council or other statutory authority which was not known at the date of this contract;

and the Head-contractor notifies the Sub-contractor in writing that the Head-contractor is unable to meet the cost of that variation, then the Head-contractor will be entitled to terminate this Sub-contract for such a Project by notice in writing to the Sub-contractor.

28.2. If this Sub-contract is so terminated for a Project, the Sub-contractor is entitled to payment in respect of completed stages of that Project; and also for the actual cost of the Sub-contract Works done since the completion of the last stage, and for any materials on the Site/s, together with a margin of for profit, supervision and overhead on the cost of those Works and materials, and GST payable.

29. Retention moneys

29.1. The Head-contractor may make deductions from each of the Sub-contractor's progress payments of the percentage as indicated at item 8a of the First Schedule until the expiry of the defects liability period. Any moneys or guarantees retained by the Head-contractor pursuant to the foregoing clauses shall be retained as security that the Sub-contractor shall carry out its obligations under this Sub-contract for any Project, and any debts due to the Head-contractor by the Sub-contractor as a result of the Sub-contractor's failure to carry out any or all of its obligations shall be recoverable by the Head-contractor from the retention fund or security.

29.2. Should the Head-contractor so agree, the Sub-contractor may provide an unconditional bank guarantee or guarantees in a form acceptable to the Head-contractor for the total amount the Head-contractor is entitled to retain. The reduction and

release of the bank guarantee or guarantees following the issue of the notice of practical completion and final certificate shall be in accordance with this chapter 29.

30. Final Certificate

30.1. At the end of the defects liability period on a Project and as soon as possible after the repair of any defects notified to the Sub-contractor the Head-contractor shall issue a final certificate to the Sub-contractor on the Project stating:

30.1.1. the Sub-contract sum as adjusted in accordance with this sub- contracting agreement;

30.1.2. the total value of all previous progress payments;

30.1.3. the difference (if any) between the two sums expressed as the balance payable to or receivable from the Sub-contractor.

30.2. Subject to the provisions of this Sub-contract, if it agrees with the calculations therein the Sub-contractor shall endorse that certificate within 7 days the said balance payable shall be paid within 14 days after the issue of the final certificate.

30.3. The issue of the final certificate for a Project means that all work under the Sub-contract has been satisfactorily executed by the Sub-contractor save for:

30.3.1. anything hidden from the Head-contractor because of dishonesty or fraudulent concealment on the part of the Sub-contractor or any of its employees relating to the Sub-contract Works, or to any matter dealt with in the final certificate;

30.4. Any defect which reasonable inspection at the time of the issue of the final certificate for a Project would not have disclosed; or

30.5. Any accidental inclusion or exclusion of anything or arithmetical error in any computation.

31. Default and termination Part A- General

31.1. Time shall be of the essence of all of each party's obligations hereunder and waiver by the other of any default shall not be deemed to be a waiver of any continuing or recurring default.

31.2. If a party breaches or repudiates this Sub-contract for a Project, nothing in this clause shall prejudice the right of the other party to recover damages or exercise any other right or remedy.

Part B- Default by Sub-contractor

31.3. The Head-contractor may send to the Sub-contractor by Registered mail a detailed notice stating the

intention of the Head-contractor to terminate this Sub-contract for an Project, unless it shows cause, if the Sub-contractor defaults in any one or more of the following:

- 31.3.1. if it suspends work or fails to proceed with the Sub-contract Works on a Project competently, regularly and diligently prior to achieving practical completion and/or this results in non-payment by the Owner;
 - 31.3.2. if it refuses or persistently neglects to comply with written notice from the Head-contractor on a Project requiring him to rectify poor quality workmanship, defective work or improper Materials or goods, or remove incompetent persons, persons who exhibit abusive and/or aggressive behaviour, persons who are under the influence of drugs and/or alcohol; or
 - 31.3.3. if it fails to provide security or evidence of insurance on a Project;
 - 31.3.4. If it undertakes work directly for an Owner without the Head-contractor's knowledge and/or consent;
 - 31.3.5. if with the view to obtaining a financial advantage or any payment from the Head-contractor it knowingly provides documentary evidence containing an untrue statement;
 - 31.3.6. if it is guilty of breach of reasonable safety standards on a Project;
 - 31.3.7. if otherwise it is guilty of a substantial breach of the provisions of this Sub-contract for a Project;
 - 31.3.8. if it suffers a material adverse financial change which in the reasonable opinion of the Head-contractor puts it at serious risks of insolvency within the meaning of section 95A *Corporations Act 2001*.
- 31.4. A notice under this Part B shall state that it is a notice under this part, and require the Sub-contractor to show cause why the Head-contractor ought not terminate this Sub-contract.
- 31.5. If the Sub-contractor fails to show reasonable cause within 7 days of the delivery of that notice, the Head-contractor may by notice to the Sub-contractor:
- 31.5.1. take out of the Sub-contractor's hands the whole or part of the work remaining to be completed and suspend payment until the issue of a final certificate;
 - 31.5.2. terminate this Sub-contract.

- 31.6. The Head-contractor shall complete work taken out of the Sub-contractor's hands, and in so doing may deal with the Sub-contractor's consultants, use construction plant materials, equipment and other things intended for the Sub-contract work, and may do so without payment of compensation to the Sub-contractor.
- 31.7. The Head-contractor shall keep records of the cost of completing the work, and, when it has been completed, the Head-contractor shall assess the cost thereby incurred and shall certify as monies due and payable accordingly the difference between that cost (showing the calculations therefore) and the amount which would otherwise have been paid to the Sub-contractor if it had done the work itself.
- 31.8. The Sub-contractor shall be liable to the Head-contractor for damages suffered by the Head-contractor by reason of the Sub-contractor's conduct including a breach, default, negligence, or the omission of any act required to be undertaken by the Sub-contractor.

Part C- Head-contractor's default

- 31.9. If the Head-contractor commits a substantial breach of this Sub-contract, the Sub-contractor may:
 - 31.9.1. by hand, or
 - 31.9.2. by registered post, give the Head-contractor a written notice to show cause.
- 31.10. Substantial breaches include, but are not limited to:
 - 31.10.1. failing unreasonably to rectify inadequate Sub-contractor's possession of the Site/s;
 - 31.10.2. failing to make a payment due and payable pursuant to this Sub-contract; and
 - 31.10.3. unreasonably failing to give a certificate of practical completion for a Project; or
 - 31.10.4. if it suffers a material adverse financial change which in the reasonable opinion of the Head-contractor puts it at serious risk of insolvency within the meaning of section 95A *Corporations Act 2001*
- 31.11. A notice under this Part C shall state that it is a notice under this part, and require the Head-contractor is required to show cause why the Sub-contractor ought not terminate this Sub-contract.
- 31.12. If the Head-contractor fails to show reasonable cause within 7 days of the delivery of that notice, the Sub-contractor may, by written notice to the Head-contractor, suspend the whole or any part of the contracted work. Damages suffered by the Sub-

contractor by reason of the suspension shall be assessed by the Head-contractor, who shall certify them as moneys due and payable to the Sub-contractor at its discretion.

- 31.13. The Sub-contractor shall remove the suspension if the Head-contractor remedies the breach.
- 31.14. The Sub-contractor may, by written notice to the Head-contractor, terminate this Sub-contract, if within 28 days of the date of suspension under this Part C, the Head-contractor fails to remedy the breach; or if the breach is not capable of remedy, to make other arrangements to the reasonable satisfaction of the Sub-contractor.

Part D- Termination

- 31.15. If this Sub-contract is terminated pursuant to this chapter 31 the parties' remedies, rights and liabilities shall be the same as they would have been under the law governing this Sub-contract had the defaulting party repudiated this Sub-contract and the other party elected to treat this Sub-contract as at an end and recover damages.
- 31.16. Upon termination of this Sub-contract by the Head-contractor, the Sub-contractor shall as and when required in writing by the Head-contractor so to do (and not before) remove from the Site/s any temporary buildings, equipment and plant, tools, Materials and goods. If within a reasonable time after receipt of such request the Sub-contractor does not comply therewith then the Head-contractor may not less than fourteen days after notifying the Sub-contractor in writing of his intention so to do, remove and sell any such property of the Sub-contractor holding the proceeds less all reasonable costs incurred to the credit of the Sub-contractor.

32. PPSA

- 32.1. In this clause:

- 32.1.1. financing statement has the meaning given to it by the PPSA;
- 32.1.2. financing change statement has the meaning given to it by the PPSA;
- 32.1.3. security agreement means the security agreement under the PPSA created between the Head-contractor and the Sub-contractor by these terms and conditions; and
- 32.1.4. security interest has the meaning given to it by the PPSA.

- 32.2. Upon assenting to these terms and conditions in

writing the Sub-contractor acknowledges and agrees that this Sub-contract:

- 32.2.1. constitutes a security agreement for the purposes of the PPSA; and
- 32.2.2. create a security interest in:
- (a) all Materials previously supplied by the Head-contractor to the Sub-contractor (if any);
 - (b) all Materials that will be supplied in the future by the Head-contractor to the Sub-contractor;
 - (c) the proceeds of sale of all Materials previously supplied or to be supplied.

- 32.3. The Sub-contractor undertakes to:

- 32.3.1. promptly sign any further documents and/or provide any further information (such information to be complete, accurate and up-to-date in all respects) which the Head-contractor may reasonably require to:
- (a) register a financing statement or financing change statement in relation to a security interest on the PPSR and otherwise do all things necessary and required by the Head-contractor to ensure this security interest is a perfected security interest under the PPSA;
 - (b) register any other document required to be registered by the PPSA; or
 - (c) correct a defect in a statement referred to in clause 32.2.2(a) or 32.2.2(b);
- 32.3.2. indemnify, and upon demand reimburse, the Head-contractor for all expenses incurred in registering a financing statement or financing change statement on the Personal Property Securities Register established by the PPSA or releasing any Materials charged thereby;
- 32.3.3. not register or permit to be registered, a financing statement or a financing change statement in relation to the Goods in favour of a third party without the prior written consent of the Head-contractor, and;
- 32.3.4. immediately advise the Sub-contractor of any material change in its business practices of selling the Materials which would result in a change in the nature of proceeds derived from such sales.

- 32.4. The Head-contractor and the Sub-contractor agree that sections 96, 115 and 125 of the PPSA do not apply to the security agreement created by these terms and conditions.
- 32.5. The Sub-contractor hereby waives its rights to receive notices under sections 95, 118, 121(4), 130, 132(3)(d) and 132(4) of the PPSA.
- 32.6. The Sub-contractor waives its rights as a grantor and/or a debtor under sections 142 and 143 of the PPSA.
- 32.7. Unless otherwise agreed to in writing by the Head-contractor, the Sub-contractor waives its right to receive a verification statement in accordance with section 157 of the PPSA.

33. Retention of Title

- 33.1. The parties agree that ownership and/or title of any Materials ("Materials") supplied by the Head-contractor to the Sub-contractor during completion of the Sub-contract Works for a Project shall not pass to the Sub-contractor.
- 33.2. It is further agreed that:
 - 33.2.1. the Sub-contractor is only a bailee of the Materials and must return the Materials to the Head-contractor on request;
 - 33.2.2. the Sub-contractor holds the benefit of the Sub-contractor's insurance of the Materials on trust for the Head-contractor and must pay to the Head-contractor the proceeds of any insurance in the event of the Materials being lost, damaged or destroyed;
 - 33.2.3. the Sub-contractor must not sell, dispose, or otherwise part with possession of the Materials. If the Sub-contractor sells, disposes or parts with possession of the Materials then the Sub-contractor must hold the proceeds of any such act on trust for the Head-contractor and must pay or deliver the proceeds to the Head-contractor on demand;
 - 33.2.4. the Sub-contractor must not convert or process the Materials or intermix them with other goods but if the Sub-contractor does so then the Sub-contractor holds the resulting product on trust for the benefit of the Head-contractor and must sell, dispose of or return the resulting product to the Head-contractor as it so directs;
 - 33.2.5. the Sub-contractor irrevocably authorises the Head-contractor to enter any premises where the Head-contractor believes the Materials are kept and recover possession of the Materials;

- 33.2.6. the Sub-contractor shall not charge or grant an encumbrance over the Materials nor grant nor otherwise give away any interest in the Materials while they remain the property of the Head-contractor;
- 33.2.7. the Head-contractor may commence proceedings to recover the Materials or the value of the Materials notwithstanding that ownership of the Materials has not passed to the Sub-contractor.

34. Notices

- 34.1. Any notice to be given by one party to the other will be validly given if it is delivered by hand or sent by registered post to the other party. The address for service of a notice is the address of the recipient shown in this Sub-contract or any other address of which notice has been given under this clause.
- 34.2. Any notice delivered by hand will be treated as served on the day of delivery unless this occurs after working hours in which case delivery will be effective on the next business day. A notice sent by registered post will be treated as delivered two working days after it is posted.

35. Previous offers

- 35.1. This Sub-contract supersedes and/or cancels all previous letters, offers, quotations and negotiations sent or received, except as are agreed and included in or appended to this Sub-contract and shall take effect according to its tenor notwithstanding any prior agreement or correspondence at variance with these terms and conditions contained in this Sub-contract.

36. Counting of days

- 36.1. Where under any provision of this Sub-contract any notice is to be given or any other acts, matters or things are to be done in a stated period of days, the following days shall not be counted, namely: Saturdays, Sundays, rostered days off and statutory or public holidays.

37. Services

- 37.1. Unless otherwise agreed in writing by the Sub-contractor the following services or facilities will be provided by the Head-contractor to the Sub-contractor:
 - 37.1.1. temporary Site electricity, but the Sub-contractor will supply its own leads and/or generator, at no time is the Sub-contractor permitted to use any neighbouring premises utilities;
 - 37.1.2. elevated and/or stationary platforms and/or hoists;

37.1.3. such plant and equipment as may be agreed upon in writing. The cost of cleaning the same after use and of necessary repair other than that due to normal wear and tear will be borne by the Sub-contractor;

37.1.4. toilet accommodation and washing facilities to the extent to which the Head-contractor is obliged to provide the same by any relevant rules or competent authority.

37.2. Unless otherwise indicated in the schedule or as advised in writing to the Sub-contractor prior to the commencement of a Project, while the Head-contractor's hoist facilities are required by it to be kept in position for the purposes of its own building works they, including the services of the driver and necessary operators will be available for the reasonable use of the Sub-contractor and subject to any arrangement to the contrary, the rights and obligations of the parties as to scaffolding, hoisting and use of plant shall be as indicated in the schedule.

37.3. Where the Head-contractor shall supply labour and/or materials to or for the Sub-contractor on a Project at its request for purposes other than those referred to in the preceding sub- clause then the same will be charged to the Sub-contractor at reasonable rates to cover costs, overhead and profit.

37.4. Should it be agreed that the Head-contractor supply tools equipment or services on a Project including but not limited to scaffolding for use by the Sub-contractor and its employees then the scaffolding supplied by the Head-contractor shall be safe within the meaning of applicable occupational health and safety legislation.

38. Force Majeure

38.1. Neither the Head-contractor or the Sub-contractor shall be liable for any default on a Project due to any force majeure act, event or cause (other than lack of funds which is beyond the reasonable control of that party, including:

38.1.1. Act of God, peril of the sea, accident of navigation, war, sabotage, riot, insurrection, civil commotion, national emergency (whether in fact or law), martial law, fire, lightning, flood, cyclone, earthquake, landslide, storm or other adverse weather conditions, explosion, power shortage, strike or other labour difficulty (whether or not involving employees of the party concerned), epidemic, quarantine, radiation or radioactive contamination;

38.1.2. Action or inaction of any government or governmental or other competent authority (including any court of competent jurisdiction), including expropriation, restraint, prohibition, intervention, requisition, requirement, direction or embargo by legislation, regulation, decree or other legally enforceable order; and

39. Confidentiality

39.1. The Sub-contractor must:

39.1.1. keep the Confidential Information confidential; and

39.1.2. take whatever measures are reasonably necessary to preserve such confidentiality, including:

- (a) complying with all security measures established to safeguard Confidential Information from access or unauthorised use;
- (b) keeping Confidential Information under its control;
- (c) not removing Confidential Information from the Head-contractor's premises without prior approval of the Head-contractor; and
- (d) immediately notifying the Head-contractor if the Sub-contractor, or persons employed by the Sub-contractor, suspects or is aware Confidential Information is being used, copied or disclosed without authorisation, and ensure all Sub-contractor employees do the same.

39.2. The Sub-contractor may:

39.2.1. only use Confidential Information for the sole purpose of providing and completing the Sub-contract Works for a Project; and

39.2.2. disclose Confidential Information:

- (a) only to persons who have signed an agreement to keep the Confidential Information in a form approved by the Head-contractor and either:
 - (i) have a need to know the Confidential Information (and only to the extent that each has a need to know); or
 - (ii) have been approved by the Head-contractor.
- (b) which is or becomes part of the public domain otherwise than by a breach of

confidentiality by the Sub-contractor or any employee, agent, or Sub-contractor of the Sub-contractor, or

- (c) that the Sub-contractor is required by law to disclose,

and ensure all Sub-contractor employees and workers do the same.

40. Privacy Policy

40.1. All emails, documents, images or other recorded information held or used by the Head-contractor is Personal Information, as defined and referred to in clause 40.3, and therefore considered Confidential Information. The Head-contractor acknowledges its obligation in relation to the handling, use, disclosure and processing of Personal Information pursuant to the Privacy Act 1988 ("the Act") including the Part IIIC of the Act being Privacy Amendment (Notifiable Data Breaches) Act 2017 (NDB). The Head-contractor acknowledges that in the event it becomes aware of any data breaches and/or disclosure of the Sub-contractor's Personal Information, held by the Head-contractor that may result in serious harm to the Sub-contractor, the Head-contractor will notify the Sub-contractor in accordance with the Act. Any release of such Personal Information must be in accordance with the Act and must be approved by the Sub-contractor by written consent, unless subject to an operation of law.

40.2. Notwithstanding clause 40.1, privacy limitations will extend to the Head-contractor in respect of Cookies where transactions for services transpire directly from the Head-contractor's website. The Head-contractor agrees to display reference to such Cookies and/or similar tracking technologies, such as pixels and web beacons (if applicable), such technology allows the collection of Personal Information such as the Sub-contractor's:

- 40.2.1. IP address, browser, email Sub-contractor type and other similar details;
- 40.2.2. tracking website usage and traffic; and
- 40.2.3. reports are available to the Head-contractor when the Head-contractor sends an email to the Sub-contractor, so the Head-contractor may collect and review that information ("collectively Personal Information")

In order to enable / disable the collection of Personal Information by way of Cookies, the Sub-contractor shall have the right to enable / disable the Cookies first by selecting the option to enable / disable, provided on the website prior to proceeding with a transaction via the Head-contractor's website.

40.3. The Sub-contractor agrees that the Head-contractor may obtain from a credit reporting body (CRB) a credit report containing Personal Credit Information (e.g. **name, address and/or any registered office address, any relevant ABN, business names and/or ACN and company details, telephone number,**

D.O.B, occupation, driver's license details, electronic contact (email, Facebook or Twitter details), medical insurance details or next of kin and other contact information (where applicable), previous credit applications, credit history) about the Sub-contractor in relation to credit provided by the Head-contractor.

40.4. The Sub-contractor agrees that the Head-contractor may exchange information about the Sub-contractor with those credit providers and with related body corporates for the following purposes:

- 40.4.1. to assess an application by the Sub-contractor; and/or
- 40.4.2. to notify other credit providers of a default by the Sub-contractor; and/or
- 40.4.3. to exchange information with other credit providers as to the status of this credit account, where the Sub-contractor is in default with other credit providers; and/or
- 40.4.4. to assess the creditworthiness of the Sub-contractor including the Sub-contractor's repayment history in the preceding two years.

40.5. The Sub-contractor consents to the Head-contractor being given a consumer credit report to collect overdue payment on commercial credit.

40.6. The Sub-contractor agrees that Personal credit Information provided may be used and retained by the Head-contractor for the following purposes (and for other agreed purposes or required by):

- 40.6.1. the provision of Services; and/or
- 40.6.2. analysing, verifying and/or checking the Sub-contractor's credit, payment and/or status in relation to the provision of Services; and/or
- 40.6.3. processing of any payment instructions, direct debit facilities and/or credit facilities requested by the Sub-contractor; and/or
- 40.6.4. enabling the collection of amounts outstanding in relation to the Services.

40.7. The Head-contractor may give information about the Sub-contractor to a CRB for the following purposes:

- 40.7.1. to obtain a consumer credit report;
- 40.7.2. allow the CRB to create or maintain a credit information file about the Sub-contractor including credit history.

40.8. The information given to the CRB may include:

- 40.8.1. Personal Information as outlined in 40.3

- above;
- 40.8.2. name of the credit provider and that the Head-contractor is a current credit provider to the Sub-contractor;
- 40.8.3. whether the credit provider is a licensee;
- 40.8.4. type of consumer credit;
- 40.8.5. details concerning the Sub-contractor's application for credit or commercial credit (e.g. date of commencement/termination of the credit account and the amount requested);
- 40.8.6. advice of consumer credit defaults, overdue accounts, loan repayments or outstanding monies which are overdue by more than sixty (60) days and for which written notice for request of payment has been made and debt recovery action commenced or alternatively that the Sub-contractor no longer has any overdue accounts and the Head-contractor has been paid or otherwise discharged and all details surrounding that discharge(e.g. dates of payments);
- 40.8.7. information that, in the opinion of the Head-contractor, the Sub-contractor has committed a serious credit infringement;
- 40.8.8. advice that the amount of the Sub-contractor's overdue payment is equal to or more than one hundred and fifty dollars (\$150).

- 40.9. The Sub-contractor shall have the right to request (by e-mail) from the Head-contractor:
- 40.9.1. a copy of the information about the Sub-contractor retained by the Head-contractor and the right to request that the Head-contractor correct any incorrect information; and
- 40.9.2. that the Head-contractor does not disclose any Personal Information about the Sub-contractor for the purpose of direct marketing.
- 40.10. The Head-contractor will destroy Personal Information upon the Sub-contractor's request (by e-mail) or if it is no longer required unless it is required in order to fulfil the obligations of this agreement or is required to be maintained and/or stored in accordance with the law.
- 40.11. The Sub-contractor can make a privacy complaint by contacting the Head-contractor via e-mail. The Head-contractor will respond to that complaint within seven (7) days of receipt and will take all reasonable steps to make a decision as to the complaint within thirty (30) days of receipt of the complaint. In the event that the Sub-contractor is not satisfied with the resolution provided, the Sub-contractor can make a complaint to the Information Commissioner at www.oaic.gov.au.

41. Governing Law

- 41.1. The Sub-contract shall be governed by the laws of the state in which the Subcontract works where carried out in and the parties submit to the non-exclusive jurisdiction of the courts of that state.

DATE OF THIS SUB-CONTRACT	20
SIGNED for and on behalf of the Head-contractor	
SIGNED for and on behalf of the Sub-contractor	
Executed as a deed on / /20 :	

EXECUTED BY

VIVID PROJECTS PTY LTD
(ACN: 166 956 930)

the Head-contractor
in accordance with s127 Corporations Act 2001

EXECUTED BY

the Sub-contractor
in accordance with s127 Corporations Act 2001

Director	Director
Print name:	Print name:

Print address:

Print address:

FIRST SCHEDULE

- Item 1** **“Intended Date for practical completion”**
As advised by the Head-contractor to the Sub-contractor on each Project.
- Item 2** **‘Design fee’**
Not Applicable
- Item 3** **‘Drawings and design’**
Not Applicable
- Item 4** **‘Start time’**
As advised by the Head-contractor to the Sub-contractor on each Project.
- Item 5** **‘Allowance for overheads and profits to be used in calculating the value of variations’**
Not Applicable
- Item 6** **‘Liquidated damages’**
- Item 7** **‘Time for progress claims – dates or milestones’**
The date which is 14 days from the end of a month for which an invoice is issued to the Head-contractor
- Item 8** **‘Retention sums’**
- 8a five percent (5%) of the Sub-contract sum on each Project
- Item 9** **Defects Liability Period**
The period of 90 days from the Practical completion on a Project
- Item 10** **Practical Completion**
As advised by the Head-contractor to the Sub-contractor on each Project.

SECOND SCHEDULE

Procedure to be followed by the expert:

1. Determination of relevant questions
The expert must determine for each dispute the following questions (to the extent that they are applicable to the dispute):
 - 1.1. Is there an act, event or omission which gives the claimant a right to compensation:
 - (a) under the contract;
 - (b) for damages for breach of the contract; or otherwise in law?
 - 1.2. If so:
 - (a) what is the act, event or omission?
 - (b) on what date did the act, event or omission occur?
 - (c) what is the legal right which gives rise to the liability to compensation?
 - (d) is that right barred, extinguished or reduced by any provision of the contract, accord, and satisfaction, cross-claim, estoppel, set-off, waiver or other legal right?
3. In the light of the answers to cl 1.1 and 1.2 of this expert determination procedure:
 - (a) what compensation, if any, is due from one party to the other and when did it fall due?
 - (b) applying the rate of interest specified in the contract, what interest, if any, is due when the expert determines that compensation?
2. The expert must determine for each dispute, any other questions required by the parties to the contract, having regard to the nature of the dispute, and in particular (but without limiting the generality thereof) to:
 - 2.1. Discrepancies in documents and dimensions
 - 2.2. Latent Site conditions
 - 2.3. Rise or fall in cost of materials or labour
 - 2.4. Acceptance of defective work
 - 2.5. Order of work
 - 2.6. Suspension of work
3. Submissions

The procedure for submissions to the expert is as follows:

- 3.1. The party to this Sub-contract which has referred the dispute to expert determination must make a submission in writing in respect of the dispute within 3 business days after the date of the letter of engagement;
- 3.2. The other party must respond in writing within 3 business days after receiving a copy of that submission. That response may include cross-claims.
- 3.3. The party referred to in cl 3.1 may reply in writing to the response, but must do so within 2 business days after receiving the response and must not raise new matters.
- 3.4. The other party may comment in writing on the reply, but must do so within 2 business days after receiving the reply and must not raise new matters.

- 3.5. The expert must ignore any late submission, unless the Head-contractor and the Sub-contractor agree otherwise. He/she may request further information from either party, allow a reasonable time limit for the response, send a copy of the response to the other party and give the other party a reasonable opportunity to comment on the response.
- 3.6. If a party to this Sub-contract gives information to the expert, it must at the same time give a copy to the other party.
- 4. Conference
 - 4.1. The expert may (but need not) request a conference with both parties to this Sub-contract in writing. The conference shall not be hearing which would give anything under this expert determination procedure a judicial character, nor the character of arbitration.
- 5. Role of expert
 - 5.1. The Expert:
 - (a) Acts as an expert and not as an arbitrator.
 - (b) Must make his or her determination on the basis of the submissions of the parties, including documents and witness statements, and the expert's own expertise.
 - (c) Must issue a certificate in a form the expert considers appropriate, stating his or her determination and giving reasons, within 28 days after the date of the letter of engagement.
 - 5.2. If a certificate issued by the expert contains a clerical mistake, an error arising from an accidental slip or omission, a material miscalculation of figures, a mistake in the description of any person, matter or thing, or a defect of form, then the expert must correct the certificate.

SUBCONTRACTOR CHECKLIST:

Principal Contractor:	VIVID PROJECTS PTY LTD	ABN: 69166956930
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SUBCONTRACTOR TO PROVIDE:

DOCUMENT RECEIVED:	Date	
Public Liability COC :		
Accident Insurance Policy COC :		
Workers Compensation for Employees COC:		
White Card No: (Including Employees)		
Working at Heights Certificate:		
Signed Acceptance Policies & Procedures		
Signed Subcontractor Contract		
Signed Subcontractor Declaration		
Completed Welcome to Vivid Projects Form		
Other:		

VIVID PROJECTS HAS PROVIDED:

DOCUMENT PROVIDED:	Date	
Subcontractor Contract		
Subcontractor Declaration Form		
Welcome to Vivid Projects - Subcontractor		
Work Order		
SWMS		
MSDS		
Emergency Plan & Procedures / Assembly Point		
Policies & Procedures		
Site Rules		
Other:		

SUBCONTRACTOR DECLARATION FORM:

All Subcontractors must complete this form and return the signed copy to Vivid Projects.

Please return the completed form via email to accounts@vivid-projects.com.au.

Principal Contractor:	VIVID PROJECTS PTY LTD	ABN: 69166956930
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SUBCONTRACTOR DETAILS:

Business Name:	
Business Type:	Sole Trader Trust Company Partnership
Directors Name:	
Business Address:	
Business Phone:	
ABN:	GST REGISTERED:
QBCC Licence No:	
Drivers Licence No:	
Email Address:	

BANK ACCOUNT DETAILS:

Bank Account Details	
Bank Name:	
Account Name:	
BSB:	
Account Number:	

INSURANCE DETAILS: Please attach Certificate of Currency for these policies.

Public Liability:	
Accident Insurance Policy:	
Workers Compensation for Employees:	
White Card No:	
Other:	

I declare that I will ensure the following requirements will be met in accordance with my scope of works:

- I will discuss relevant sections of any Plans, including the site rules, emergency plan & procedures and assembly points with my workers and subcontractors.
- Safe Work Method Statements (SWMS) will be prepared for all “high risk construction work” being undertaken by myself and/or my workers and subcontractors, and for any other work as requested by the principal contractor.
- I will ensure that all workers and subcontractors carry out a JSA (Job Safety Analysis) or Risk Assessment daily, prior to commencing work.
- All workers and subcontractors engaged by my business have been:
 - Issued with current general safety induction cards.
 - Consulted during the preparation of and received training in any relation SWMS's
 - Issued with relevant occupational licences, where applicable, to safely carry out all contracted works on the project.
 - Issued with any necessary Personal Protective Equipment (PPE) and have received instruction in its use. s
- Copies of all current documents have been forwarded to the principal contractor:
 - SWMS's
 - Material Safety Data Sheets and hazardous chemical register
 - Test and tag registers for electrical equipment
 - Insurance policies including
 - Workers compensation
 - Personal accident and sickness
 - Public Liability
 - Training, licensing and induction records for all relevant workers
 - Working at Heights Certificates.
- I declare that any tools, plant and equipment to be used on site are in good, safe working order.
- All mobile plant to be used by my business on site is properly maintained and complies with all relevant WHS laws and Department of
- Transport and Main Roads requirements.
- My WorkCover policy covers all workers engaged by my business.

I also agree to ensure myself and my subcontractors and works abide by all provisions of the principal contractor's Policies & Procedures and any relevant industrial, health and safety, electrical safety and worker's compensation laws applicable to my work at the work site.

By Signing below you agree to the terms above.

Signature :

Agreed By:

Date: / /



PO Box 1466 Carindale Qld, 4152

Telephone 1800 084 843

info@vivid-projects.com.au

QBCC 1275725 | ABN 69 166 956 930

To whom it may concern,

WELCOME TO VIVID PROJECTS!

This document is just confirm some of your details for our records.

Full Name:	
Best Contact Number:	
Email:	
DOB:	
Personal Address:	
Emergency Contact Name:	
Emergency Contact Number:	

Any other information you think we might need on file:
