

# Workplace Assessment Task 5 – Assessor’s Checklist

*(This form is for the assessor’s use only)*

## Purpose

This *Assessor’s Checklist* lists the practical skills that the candidate must demonstrate/perform while completing **Workplace Assessment Task 5**.

This form is to be completed by the candidate’s assessor to document the candidate’s performance in Workplace Assessment Task 5.

## Task Overview

For this task, the candidate is required to present the contract draft to all the relevant contracting parties to review and discuss its legality and validity, resolve any discrepancies or disagreements, and record any amendments to be made.

In this task, the candidate will be assessed in their:

- Practical knowledge relevant to resolving discrepancies or disagreements between parties prior to contract preparation.
- Practical skills relevant to reviewing the contract in terms of legality and validity.

## Instructions to the Assessor

During the assessment

- For each practical skill listed in this Assessor’s Checklist:
  - Tick YES if you confirm you have assessed the candidate demonstrate/perform the practical skill.
  - Tick NO if you have not assessed the candidate demonstrate/perform the practical skill.
- If you ticked YES, provide the date when you assessed the candidate demonstrate the skill.
- Write specific comments on the candidate’s performance in each criterion. Your feedback/insights will help address any area/s for improvement.

After the assessment

- Complete all parts of the *Assessor’s Checklist*, including the *Assessor Declaration* on the last page of this form. Your signature must be handwritten.



### Candidate Details

|                |              |
|----------------|--------------|
| Candidate name | Anya English |
|----------------|--------------|

### Assessor Details

|                                       |  |
|---------------------------------------|--|
| Candidate is observed and assessed by |  |
|---------------------------------------|--|

### Context of the Assessment

|                                                                                       |                                      |
|---------------------------------------------------------------------------------------|--------------------------------------|
| Workplace/organisation                                                                | Cogent Scaffolding                   |
| The organisation's policy and procedures relevant to meeting with contracting parties | Major Works- Project set up          |
| State/territory where project is based/located in                                     | Queensland                           |
| State/territory legislative requirements that apply to this project                   | Building Act<br>Building Reg.<br>NCC |



## Assessor's Checklist

| During the meeting                                                                                                                     | YES/NO                                                              | Assessor's comments |
|----------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|---------------------|
| ✓ 1. The candidate communicates clearly with the parties present.                                                                      | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |                     |
| ✓ 2. The candidate communicates directly with the parties present.                                                                     | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |                     |
| 3. The candidate discusses the legality of the contract                                                                                |                                                                     |                     |
| ✓ i. The candidate discusses the applicable State/Territory laws and requirements that apply to the contract                           | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |                     |
| ✓ ii. The candidate discusses the applicable State/Territory laws and requirements that apply to the building and construction project | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |                     |
| ✓ iii. The candidate confirms compliance of the contract stipulations with the said laws                                               | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |                     |
| 4. The candidate discusses the validity of the contract                                                                                |                                                                     |                     |
| ✓ i. The candidate outlines the legal elements of the contract.                                                                        | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |                     |
| ✓ ii. The candidate confirms offer of the offeror                                                                                      | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |                     |
| ✓ iii. The candidate confirms acceptance of the offer by the offeree                                                                   | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |                     |
| ✓ iv. The candidate confirms intention of the contracting parties to create legal relations                                            | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |                     |
| ✓ v. The candidate confirms legal capacity of the contracting parties (i.e., this may be a review of the meeting minutes from Task 1)  | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |                     |
| ✓ vi. The candidate discusses validity of the contract based on the confirmation of the legal elements                                 | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |                     |



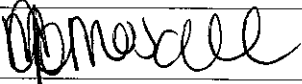
| During the meeting                                                                                         | YES/NO                                                              | Assessor's comments |
|------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------|---------------------|
| 5. The candidate verifies agreement with the contract terms                                                |                                                                     |                     |
| ✓ i. The candidate asks if there are any disagreements or discrepancies to the terms in the contract draft | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |                     |
| / ii. The candidate addresses any concerns about the contract terms                                        | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |                     |
| / iii. The candidate records any disagreement or discrepancy raised by the contracting parties             | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |                     |
| / iv. The candidate discusses possible resolution with both parties                                        | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |                     |
| / v. The candidate confirms resolution to the disagreement or discrepancy                                  | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |                     |
| 6. The candidate records any amendments to be made in the contract.                                        | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |                     |
| i. The candidate records specific terms that were changed                                                  | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |                     |
| ii. The candidate clearly records the new terms/conditions used                                            | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |                     |
| iii. The candidate records the party that suggested the amendment                                          | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |                     |
| iv. The candidate records acceptance of the amendment by all relevant contracting parties                  | <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO |                     |



### Assessor Declaration

By signing here, I confirm that I have assessed the candidate, whose name appears above, meeting with all the contracting parties.

I confirm that the information recorded on this *Assessor's Checklist* is true and accurately reflects the candidate's performance during their completion of the workplace task.

|                      |                                                                                   |
|----------------------|-----------------------------------------------------------------------------------|
| Assessor's signature |  |
| Assessor's name      | Michelle Cornsball                                                                |
| Date signed          | 9/3/23                                                                            |

End of Workplace Assessment – Assessor's Checklist



## Client Contract

### I. Parties of the agreement

This subcontractor and client agreement (the Agreement) has been signed between Cogent Scaffolding (hereinafter shall be referred as the subcontractor for scaffolding) residing at 368 Earnshaw Road Banyo QLD 4014 and Mirvac Constructions (hereinafter shall be referred as the client) residing at 340 Adelaide Street Brisbane QLD 4000 on 13<sup>th</sup> January under the terms and conditions stated below.

Contractor and Client shall be hereinafter referred individually as 'Party', jointly as 'Parties'

### II. Subject of the agreement

The subject of this Contract is the terms of construction of the Quay Waterfront Newstead project, resides in 47 Skyring Terrace, Newstead 4006.

Within the scope of the Contract, the construction covers the following issues:

- Erection and Dismantle of all scaffolding including, edge protection and access

### III. Term of contract

This Agreement shall enter into force upon the signature of the Parties 11<sup>th</sup> February. The term of this Contract is Subcontractor contract. This term can only be extended with the written consent of both Parties involved.

This Agreement has been concluded to supersede all kinds of verbal and written proposals, offers and acceptance and all other commercial correspondences, if any.

### IV. Start Date and completion date

The above mentioned construction work will start on 25<sup>th</sup> of March 2023. Contractor is responsible to obtain all necessary permits and licenses to start the construction.

The construction works to be carried out under the Contract will be completed on the 25<sup>th</sup> of March at the latest and continue thereon after for approximately 2 years. The immovable will be delivered to the client.

Completion at the cost of the Contractor is not applicable for this Subcontractor Contract.

If there is a need for an extension of time, the subcontractor is entitled to variation sum, to be approved by contractor, when requesting an extension of time. If unable to approve variation, subcontractor may choose to stop works immediately outside the agreed upon practical completion.

### V. Pricing and payments

The Client shall pay Cogent Scaffolding a total amount of \$383,785.23 for the completion of the construction work with no deposit required to begin work. Invoice and claim will be sent at the end of every month for the works completed for that month. Client is to pay Subcontractor within 30 days of the invoice.

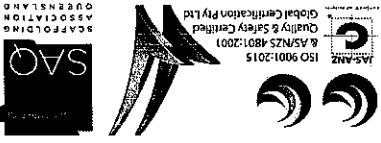
Contractor understands that the agreed upon payment amount may increase due to unforeseen circumstances. The contractor is required to pay the amount under the terms of a variation if:

- It is no fault of the subcontractor that the scaffold gear and equipment is needed on site
- It is at no fault the project has been delayed.

Progress payments are to be made monthly accurately displaying the amount of works that are completed to date.

Unit 6, 368 Earnshaw Road  
Banyo Qld 4014  
PO Box 832 Everton Park Qld 4053  
ABN: 30 570 017 005

Phone: 1300 550 149  
Email: [info@coagentscaffolding.com.au](mailto:info@coagentscaffolding.com.au)  
[www.coagentscaffolding.com.au](http://www.coagentscaffolding.com.au)



Subcontractor is to provide progress claim and percentages of completion with an invoice of how much is owed to the subcontractor. Contractor is to pay invoice within 30 days of invoice date, otherwise, works are to come to a halt until invoice is paid.

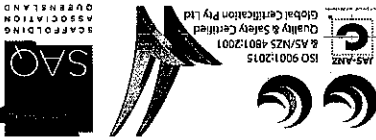
Contractor must ensure that all payment information is sent to subcontractor before first payment is due.

See below table of schedules (items) of the progress claim.

| Item No. | Description       | Amount (\$)          |
|----------|-------------------|----------------------|
| A        | BASEMENT 03       | \$ 41,692.46         |
| B        | BASEMENT 02       | \$ 19,638.44         |
| C        | BASEMENT 01       | \$ 20,394.97         |
| D        | LEVEL 01          | \$ 100,220.53        |
| E        | LEVEL 02          | \$ 110,723.02        |
| F        | LEVEL 03          | \$ 45,615.81         |
| S        | DESIGN            | \$ 31,575.00         |
| T        | ON SITE OVERHEADS | \$ 13,925.00         |
|          | <b>TOTAL</b>      | <b>\$ 383,785.23</b> |

**SCHEDULE OF QUANTITIES AND RATES**  
RATES SHALL BE EXCLUSIVE OF GST

| Item No. | Description                                | Labour Cost \$ | Weeks | Rate p/week \$ | Total Hire Amount \$ | Amount \$           |
|----------|--------------------------------------------|----------------|-------|----------------|----------------------|---------------------|
| <b>A</b> | <b>BASEMENT 03</b>                         |                |       |                |                      |                     |
| A1       | Standard Handrail                          | \$ 1,439.10    | 19    | \$ 24.30       | \$ 461.70            | \$ 1,900.80         |
| A2       | Standard Handrail                          | \$ 692.90      | 19    | \$ 11.70       | \$ 222.30            | \$ 915.20           |
| A3       | Standard Handrail                          | \$ 1,545.70    | 19    | \$ 26.10       | \$ 495.90            | \$ 2,041.60         |
| A4       | Craneable Stretcher Stair                  | \$ 7,875.92    | 20    | \$ 71.40       | \$ 1,428.00          | \$ 9,303.92         |
| A5       | Core setup Scaffold                        | \$ 5,486.40    | 2     | \$ 117.00      | \$ 234.00            | \$ 5,720.40         |
| A7       | Basement Access Stretcher Stair (B3-B2)    | \$ 3,475.92    | 20    | \$ 58.80       | \$ 1,176.00          | \$ 4,651.92         |
| A8       | Basement Access Stretcher Stair (B3-B2)    | \$ 3,475.92    | 20    | \$ 58.80       | \$ 1,176.00          | \$ 4,651.92         |
| A9       | Access Construction Stair                  | \$ 821.88      | 20    | \$ 16.80       | \$ 336.00            | \$ 1,157.88         |
| A10      | Access Construction Stair                  | \$ 821.88      | 10    | \$ 16.80       | \$ 168.00            | \$ 989.88           |
| A11      | Basement 03 Scaffold                       | \$ 3,791.34    | 3     | \$ 70.20       | \$ 210.60            | \$ 4,001.94         |
| A12      | Core setup Scaffold                        | \$ 5,216.40    | 3     | \$ 117.00      | \$ 351.00            | \$ 5,567.40         |
| A13      | Standard Handrail - Basement Typical       | \$ 415.20      | 52    | \$ 7.20        | \$ 374.40            | \$ 789.60           |
|          | <b>Subtotal, BASEMENT 03 WORKS</b>         |                |       |                |                      | <b>\$ 41,692.46</b> |
| <b>B</b> | <b>BASEMENT 02</b>                         |                |       |                |                      |                     |
| B1       | Standard Handrail                          | \$ 1,439.10    | 17    | \$ 24.30       | \$ 413.10            | \$ 1,852.20         |
| B2       | Standard Handrail                          | \$ 692.90      | 17    | \$ 11.70       | \$ 198.90            | \$ 891.80           |
| B3       | Standard Handrail                          | \$ 1,545.70    | 17    | \$ 26.10       | \$ 443.70            | \$ 1,989.40         |
| B4       | Standard Handrail                          | \$ 227.60      | 17    | \$ 3.60        | \$ 61.20             | \$ 288.80           |
| B5       | Core Setup Scaffold                        | \$ 5,666.40    | 2     | \$ 117.00      | \$ 234.00            | \$ 5,900.40         |
| B7       | Basement Access Stretcher Stair (B2 to B1) | \$ 3,475.92    | 15    | \$ 58.80       | \$ 882.00            | \$ 4,357.92         |
| B8       | Basement Access Stretcher Stair (B2 to B1) | \$ 3,475.92    | 15    | \$ 58.80       | \$ 882.00            | \$ 4,357.92         |
| B9       | Access Construction Stair                  | \$ 881.88      | 15    | \$ 19.20       | \$ 288.00            | \$ 1,169.88         |
| B10      | Access Construction Stair                  | \$ 1,589.22    | 15    | \$ 28.80       | \$ 432.00            | \$ 2,021.22         |
| B11      | Basement 02 Scaffold                       | \$ 3,762.72    | 3     | \$ 70.20       | \$ 210.60            | \$ 3,973.32         |
| B12      | Core Setup Scaffold                        | \$ 1,595.76    | 11    | \$ 31.20       | \$ 343.20            | \$ 1,938.96         |
| B13      | Standard Handrail - Basements Typical      | \$ 415.20      | 52    | \$ 7.20        | \$ 374.40            | \$ 789.60           |
| B14      | Standard Handrail - Crane Peno             | \$ 622.80      | 8     | \$ 10.80       | \$ 86.40             | \$ 709.20           |
| B15      | Standard Handrail - Hoist Peno             | \$ 830.40      | 8     | \$ 14.40       | \$ 115.20            | \$ 945.60           |
|          | <b>Subtotal, BASEMENT 02 WORKS</b>         |                |       |                |                      | <b>\$ 19,638.44</b> |



| C   | Basement 01 Scaffold                                     | Labour Cost | Weeks | Rate p/week | Total Hire Amount | Amount        |
|-----|----------------------------------------------------------|-------------|-------|-------------|-------------------|---------------|
| C1  | Standard Handrail                                        | 2,025.40    | 17    | 34.20       | 581.40            | \$            |
| C2  | Standard Handrail                                        | 746.20      | 17    | 12.60       | 214.20            | \$            |
| C3  | Standard Handrail                                        | 1,066.00    | 17    | 18.00       | 306.00            | \$            |
| C4  | Standard Handrail                                        | 266.50      | 17    | 4.50        | 76.50             | \$            |
| C5  | Standard Handrail                                        | 746.20      | 17    | 12.60       | 214.20            | \$            |
| C6  | Core Setup Scaffold & Edge Protection                    | 5,390.28    | 2     | 120.90      | 241.80            | \$            |
| C7  | Basement Access Scaffolding (B1 to L01)                  | 3,591.78    | 11    | 60.76       | 668.36            | \$            |
| C8  | Basement Access Scaffolding (B1 to L01)                  | 3,591.78    | 11    | 60.76       | 668.36            | \$            |
| C9  | Access Construction Shaft                                | 935.52      | 11    | 18.00       | 198.00            | \$            |
| C10 | Access Construction Shaft                                | 1,524.24    | 11    | 27.00       | 297.00            | \$            |
| C11 | Basement 01 Scaffold                                     | 3,720.74    | 7     | 72.54       | 217.62            | \$            |
| C12 | Core Setup Scaffold                                      | 1,450.55    | 3     | 32.34       | 22.68             | \$            |
| C13 | Standard Handrail - Crane Peno                           | 622.80      | 8     | 10.80       | 86.40             | \$            |
| C14 | Standard Handrail - Hosts Peno                           | 830.40      | 8     | 14.40       | 115.20            | \$            |
|     | Standard Handrail - Basements Typical                    | 415.20      | 52    | 7.20        | 374.40            | \$            |
|     |                                                          |             |       |             |                   | \$ 20,394.97  |
|     |                                                          |             |       |             |                   |               |
| D   | LEVEL 01                                                 | Labour Cost | Weeks | Rate p/week | Total Hire Amount | Amount        |
| D1  | Perimeter Handrail East                                  | 4,441.20    | 17    | 35.60       | 605.20            | \$            |
| D2  | Perimeter Handrail South                                 | 4,441.20    | 17    | 35.60       | 605.20            | \$            |
| D3  | Perimeter Handrail West                                  | 4,441.20    | 17    | 35.60       | 605.20            | \$            |
| D4  | Perimeter Handrail North                                 | 4,441.20    | 17    | 35.60       | 605.20            | \$            |
| D5  | Standard Handrail                                        | 2,447.70    | 4     | 38.70       | 154.80            | \$            |
| D6  | Standard Handrail                                        | 350.94      | 40    | 5.40        | 216.00            | \$            |
| D7  | Level 1 Scaffolding (L01 - awning soffit)                | 5,140.62    | 3     | 90.16       | 270.48            | \$            |
| D8  | Level 1 Scaffolding (L01 - awning soffit)                | 5,140.62    | 3     | 90.16       | 270.48            | \$            |
| D9  | Level 1 Scaffolding (L01 - awning soffit)                | 5,140.62    | 3     | 90.16       | 270.48            | \$            |
| D10 | Level 1 Scaffolding (L01 - awning soffit)                | 5,140.62    | 4     | 90.16       | 360.64            | \$            |
| D11 | Column Scaffold                                          | 5,196.53    | 2     | 99.36       | 198.72            | \$            |
| D12 | Column Scaffold                                          | 5,196.53    | 2     | 99.36       | 198.72            | \$            |
| D13 | Column Scaffold                                          | 5,196.53    | 2     | 99.36       | 198.72            | \$            |
| D14 | Column Scaffold                                          | 5,196.53    | 2     | 99.36       | 198.72            | \$            |
| D15 | Core Setup Scaffold                                      | 1,752.32    | 14    | 33.12       | 463.68            | \$            |
| D16 | Standard Handrail - Crane Peno                           | 646.80      | 8     | 10.80       | 86.40             | \$            |
| D17 | Standard Handrail - Hosts Peno                           | 862.40      | 8     | 14.40       | 115.20            | \$            |
| D18 | Mechanical Riser Scaffold                                | 10,970.45   | 5     | 209.76      | 1,048.80          | \$            |
|     |                                                          |             |       |             |                   | \$ 100,220.53 |
|     |                                                          |             |       |             |                   |               |
| E   | LEVEL 02                                                 | Labour Cost | Weeks | Rate p/week | Total Hire Amount | Amount        |
| E1  | Scaffold L02 Containment                                 | 65,218.57   | 8     | 1,184.50    | 9,476.00          | \$            |
| E2  | 4to: Ladder Beam Sections to the above scaffold          | 2,676.00    | 8     | 151.20      | 1,209.60          | \$            |
| E3  | Standard Handrail - Internal to L02 Containment Scaffold | 8,630.16    | 60    | 16.00       | 960.00            | \$            |
| E4  | Standard Handrail - A winging Void                       | 830.40      | 60    | 16.00       | 960.00            | \$            |
| E5  | Standard Handrail - Crane Peno                           | 5,381.26    | 8     | 90.16       | 721.28            | \$            |
| E6  | Standard Handrail (L1 to L02)                            | 5,381.26    | 8     | 90.16       | 721.28            | \$            |
| E7  | Standard Handrail - Crane Peno                           | 622.80      | 8     | 10.80       | 86.40             | \$            |
| E8  | Standard Handrail - Hosts Peno                           | 830.40      | 8     | 14.40       | 115.20            | \$            |
|     |                                                          |             |       |             |                   | \$ 110,723.02 |
|     |                                                          |             |       |             |                   |               |
| F   | LEVEL 03                                                 | Labour Cost | Weeks | Rate p/week | Total Hire Amount | Amount        |
| F1  | Scaffold                                                 | 33,145.20   | 5     | 595.20      | 2,976.00          | \$            |
| F2  | 2to: Ladder Beam Sections to the above scaffold          | 1,200.00    | 5     | -           | -                 | \$            |
| F3  | Standard Handrail (L02 to L03)                           | 3,843.50    | 5     | 60.76       | 303.80            | \$            |
| F4  | Standard Handrail (L02 to L03)                           | 3,843.50    | 5     | 60.76       | 303.80            | \$            |
|     |                                                          |             |       |             |                   | \$ 45,615.81  |
|     |                                                          |             |       |             |                   |               |

[illegible]



## VI. Consequences of failure to pay

If the client does not make the required payment on time, the Subcontractor may immediately suspend the construction and notify the suspension to the client. If the client does not pay within 30 days without reasonable cause, the Subcontractor may terminate the contract immediately, or complete the work and demand the balance due from the client.

In any case, the client is obliged to pay the price of the work performed.

## VII. Permits and licences

Permits, licences and required certificates to be obtained from local administrations and all kinds of public institutions for the construction shall be taken by the Subcontractor.

If an extra cost is required to obtain these permits and licences, this cost is borne by the Client. The required cost is notified to the Client by the Subcontractor. The Subcontractor will not be liable if the payment is not made within the required time.

## VIII. Labour and construction material

The Subcontractor is an independent subcontractor, and the subcontractors employees or personnel shall not be deemed as the client's employees. The Subcontractor is solely responsible for all costs and expenses of its employees including but not limited to salaries, retirement plans, health insurance, vacation time-off, sick pay, personal leave, or any other benefit provided.

The Subcontractor is not responsible for the hire price of scaffolding, however is responsible for all consumables and safety equipment required on site.

## IX. Other responsibilities of the Subcontractor

The Subcontractor shall be responsible for supervising, managing, erecting, and dismantling all forms of scaffolding on site.

The Subcontractor shall be responsible for keeping all record of documents in a safe place. The Subcontractor should store these documents in safe storage as it will be presented to the owner once work has been completed.

The Subcontractor shall be responsible for taking all precautions for the safety of its employees and the public property. The Subcontractor must take full responsibility for the acts or negligence of its employees. The Subcontractor is also responsible for training its employees about the Occupational Safety and Health Regulation to give knowledge on how to handle emergencies and accidents in the workplace.

The Subcontractor should give a guarantee to the client that all work will be in accordance with the Construction Documents.

The Subcontractor shall provide skilled and competent staff suitable to do the work and should maintain discipline and order at the project.

Unit 6, 368 Earnshaw Road

Banyo Qld 4014

PO Box 832 Everton Park Qld 4053

ABN: 30 570 017 005

Phone: 1300 550 149

Email: info@cogentscaffolding.com.au

www.cogentscaffolding.com.au



ISO 9001:2015  
Quality & Safety Certified  
Global Certification Pty Ltd



The client shall be responsible for maintaining the property clean and keeping it free from waste and hazardous materials. If hazardous materials or substances were noticed in the property such as dangerous chemicals, containment or any toxic substances, the Subcontractor shall not be responsible for notifying the owner immediately. The Subcontractor is also responsible for training their employees about handling hazardous materials and substances in a correct and safe manner. Any sickness, damages, loss of employees that was caused by these hazardous materials shall be handled by the Subcontractor.

**X. Insurance**

The Subcontractor shall be responsible for purchasing and maintaining and appropriate insurance policy for the construction. The client agrees to maintain insurance covering the replacement cost in the event of loss through fire, casualty, an act of nature, and theft.

**XI. Termination**

The Subcontractor can be terminated by either party if the Subcontractor or the client breaches any of the obligations specified in this Agreement. A written notification identifying the breach should be issued by the Contractor or the client.

As defined in section IV of this contract, if the client does not pay the required amount on time, the Subcontractor may immediately terminate the Contract or may complete the construction and claim compensation.

Both Contractor and Subcontractor has the right of Repudiation of a Contract under conditions of the following;

- Do not intend to follow through with the obligations of this contract
- It is impossible to honour the obligations and requirements of this contract
- This project site is transferred to a third party.

If accepted by the other party, the unequivocal acceptance must be communicated to the party that has committed the repudiation to formally end any further obligations and to be released from damages payable by the party that committed the breach.

If not accepted, then the contract is considered affirmed and the other party may still file for damages with contractual obligations still to place to be continued. If the other party stops performing its contractual obligations, then this party is in breach of the contract.

**XII. Amendment**

No changes, modifications or amendments in the terms and conditions of this contract shall be effective unless reduced to writing and signed by the duly authorised representative of the Subcontractor and the client.

**XIII. Unreasonable and Vexatious Notice**

**XIV. Abandonment**

If for the following reasons:

- The contractor has failed to start the project within time,
- The contractor cannot finish the project within time,
- The contractor fails to complete what is left of the project within time,

has happened and both parties come to a mutual agreement, the parties have the right to abandon the contract.

If one party does not agree to abandon the contract, then it is a breach of contract.

One the contract is abandoned, the contractor is then liable for any damages and outstanding charges.

#### XV. Ousting the Contractor from the Project site

The contractor and subcontractor has the right to access the site where the construction shall commence at the time and date agreed upon in this contract.

Failure to comply with this results in breach in contract.

#### XVI. Governing Law

This Subcontract shall be construed in accordance with the laws of the state of Queensland Government and the obligations, rights and remedies of the parties hereunder shall be determined in accordance with such laws.

IN WITNESS WHEREOF this Contract has been executed for and on behalf of the undersigned as of 13<sup>th</sup> January 2023.

Subcontractor

Client:

Name:  
Date:

Name:  
Date:

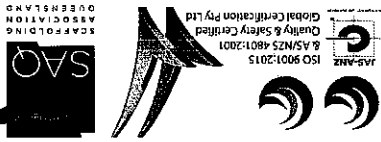
Signed:

Signed:

Unit 6, 368 Earnshaw Road  
Barvo Qld 4014  
PO Box 832 Everton Park Qld 4053

Phone: 1300 550 149  
Email: info@cogentscaffolding.com.au  
www.cogentscaffolding.com.au

ABN: 30 570 017 005



## General Conditions of Subcontract

### 1. Definitions and Interpretations

**Completion** When the entirety of the works specified in this contract has been performed.

**Extension of Time** is the allowance for an extension on the construction process where the project delays is not of fault of the contractor.

**Repudiation** when either party abandons their obligation under this contract due to unwilling to or unable to perform these obligations.

**Abandonment** when one or both parties do not intend to complete their obligations set out in the contract.

**Ousting the Contractor from the Project Site** Is the contractors right to be present on site when construction work commences.

**BIF Act** the Building Industry Fairness (Security of Payment) Act 2017

**Working Day** A day that is not

- A Saturday or a Sunday, or
- A public holiday, special holiday, rostered day off as per the Union.
- A day in the period from 22 December in a particular year to 10 January in the following year, both days inclusive.

**Date of Substantial completion** is

-The date stated under IV. Start date and Substantial completion, subject to adjustment in accordance with ... or

- The date on which Substantial Completion is attained

**Defects** means any part of the work that is defective, incomplete or not otherwise carried out in accordance with the Subcontract.

**QBCC Act** The Queensland Building and Construction Commission Act 1991

**Site** is the land on which the construction works are to be completed.

**Start Date** is the date stated in or determined in accordance with item IV.

**Subcontract** this agreement for the subcontractor to carry out and complete the works for the Subcontract Price.

**Variation** a change in the scope of works arising from:

- An increase, decrease, addition, substitution or omission of work from the originally scope of works



- a change in the method or process for, or the sequence of, the carrying out of the works
- required by the contractor
- An alternation to the specification of a material
- Change in levels, dimensions or the set out of the works.

## 2. Standard of Work

The subcontractor must carry out and complete the works in accordance with the Subcontract:

- a) In an appropriate and skilful way using all reasonable care and skill
- b) Using only new materials, unless instructed otherwise in writing by the Contractor
- c) In accordance with the Subcontractor Documents, and
- d) In accordance with all applicable laws and legal requirements

The Contractor will ensure that any work of the Contractor or its other subcontractors upon which the Subcontractors work is to be placed or built, or is dependent, has been constructed in an appropriate and skilful way using all reasonable care and skill.

## 3. Site

The Contractor gives to the Subcontractor a nonexclusive licence to enter upon the Site for the sole purpose of carrying out the work.

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The Subcontractor and its agents, employees, subcontractors and consultants must comply at all times with:

- All applicable requirements of or otherwise connected with, the Work Health and Safety Act 2011 (Qld) including all directions given by the principle contractor of the site, and
- all applicable requirements of the Environmental Protection Act 1994 (Qld)

The Subcontractor acknowledges that the Contractor may immediately remove the Site any person who fails, or is reasonably suspected of failing to comply with the applicable requirements of the Work Health and Safety Act 1994 (Qld) or any legal requirements arising out of, or otherwise connected with, either of those Acts.

## 4. Start of Works

The Subcontractor will start carrying out the works on, or on a date determined in accordance with, the Start Date, unless otherwise directed in writing by the Contractor.

## 5. Extension of Time

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Quality & Safety Certified  
AS/NZS 4801:2001  
ISO 9001:2015



Within 15 Business Days after the Subcontractor becomes aware, or reasonably ought to have become aware that the Works are being or will be delayed for any reason, it must give to the Contractor a notice stating:

- The cause of delay
- The length of the delay, and
- The extension, in Work days, of the Date for Substantial Completion being claimed by the subcontractor as a result of the delay

Subject to the Subcontractors compliance with this clause, the Subcontractor will be entitled to an extension of the date for substantial completions for:

- A delay caused by any act, default or omission of the principle, the contractor or other subcontractors or their respective agents, or
- Any delay that is not reasonably foreseeable and is beyond the reasonable control of a competent and experienced subcontractor other than delays arising from industrial conditions or inclement weather occurring after the date for substantial completion.

Withing 15 Business days after receipt of a notice the Contractor must issue to the subcontractor a written notice, either:

- Granting the full extension of the date for substantial completion requested by the contractor, or;
- Stating the amount of time that the contractor is granting as an extension of time to the date for substantial completion together with the reason why the contractor is not granting the fully extent of the extension claimed by the subcontractor, or
- Completely rejecting the extension of time requested by the Subcontractor and providing the reason for doing so

If the Contractor fails to give to the Subcontractor a written notice, the extension of the date for substantial completion claimed by the Subcontractor is taken to be granted.

If the Subcontractor's progress of the Works is delayed as a direct result of a cause of delay described in clause 8.2 (a) and the Subcontractor claims and is granted an extension of the Date for Substantial Completion, in accordance with this clause the Subcontractor is entitled to give to the Contractor a written claim, calculated on a daily basis, for any extra costs it incurred as a result of the delay during the period of the extension as part of its next progress claim after the extension is granted

The Subcontractor must support any such claim with documentary evidence of the extra costs it has incurred.

The Contractor must pay to the Subcontractor, as part of its next progress payment, those delay costs claimed in accordance with this clause which are reasonably evidenced by the Subcontractor's documentary evidence.

Where an amount is specified at Item 7, the Subcontractor's maximum entitlement to delay costs shall be an amount equal to or less than the daily amount for delay costs set out in Item 7.

Notwithstanding this clause, at any time prior to Substantial Completion, the Contractor may for its own benefit, at its sole discretion and for any reason grant an extension of the Date for Substantial Completion regardless of whether the Subcontractor has made any claim in accordance with this clause.