

Minor Works Subcontract [Scaffolding]

T F Woollam & Son Pty Ltd (ABN 94 009 676 064)

and

**[FYNBAT Pty Limited & PD Hillery Family Trust T/A Bowen Industrial Hire]
(ABN [74 894 230 189])**

QUEENSLAND : NEW SOUTH WALES : WESTERN AUSTRALIA

Formal Instrument of Agreement

DATE

This Subcontract is made on the _____ 25 _____ day of _____ March _____ 2020 ____.

PARTIES

T F Woollam & Son Pty Ltd (ABN 94 009 676 064) of 71 Lytton Road, East Brisbane, Brisbane, Queensland 4169 (**Contractor**); and

[FYNBAT Pty Limited & PD Hillery Family Trust T/A Bowen Industrial Hire] (ABN [74 894 230 189]) of [19101 Bruce Highway, Bowen QLD 4805] (**Subcontractor**).

BACKGROUND

- A. The Contractor has entered into a Main Contract with the Principal to perform the Main Contract Works.
- B. The Subcontractor has represented that it has the ability to carry out the work under the Subcontract in accordance with the terms of the Subcontract.
- C. The Contractor wishes to engage the Subcontractor to carry out the work under the Subcontract in accordance with the terms of the Subcontract.
- D. The Subcontractor has agreed to accept the engagement on the terms of the Subcontract.

AGREEMENT

- 1. The Subcontractor shall:
 - (a) commence the work under the Subcontract by the Date for Commencement;
 - (b) subject to sub-clause (d) below, carry out the work under the Subcontract in accordance with the approved Subcontract Program, and otherwise in a diligent and orderly manner in accordance with the Project Program;
 - (c) carry out the work under the Subcontract in accordance with the Subcontract; and
 - (d) bring the Works to Completion by the Date for Completion.
- 2. In consideration of the Subcontractor carrying out the work under the Subcontract, the Contractor agrees to pay the Subcontractor the Subcontract Price.
- 3. The Subcontract is comprised of the following documents:
 - (a) This Formal Instrument of Agreement;
 - (b) Appendix 1 – Item Schedule;
 - (c) General Conditions of Subcontract;

- (d) Appendix 2 – Scope of Work;
 - (e) Appendix 3 – Subcontract Price
 - (f) Appendix 4 – Subcontract Program;
 - (g) Appendix 5 – Minutes of tender interview meeting;
 - (h) Appendix 6 – Deed of release;
 - (i) Appendix 7 – Statutory Declaration by Subcontractor;
 - (j) Appendix 8 – Legislative Requirements;
 - (k) Appendix 9 – Notice of End of Defects Liability Period; and
 - (l) Appendix 10 - Declaration regarding compliant building products by Subcontractor
4. Any ambiguity or discrepancy between the documents set out in this clause is to be resolved and interpreted according to the same order of precedence as the documents are listed in this clause with the documents higher in the list having higher priority, however to the extent that the ambiguity or discrepancy relates to the standard or quality of the Works to be provided then the highest standard or obligation will apply to the Subcontractor irrespective of order of precedence. The terms of the Subcontract may not be varied except by written instrument executed by all parties.
5. This Subcontract constitutes the entire agreement between the parties regarding the matters set out in it and supersedes any prior representations, understandings or arrangements made between the parties, whether orally or in writing, including quotes, tender and the like and if any annexure in this Subcontract includes any text supplied by the Subcontractor which is, or incorporates any part of the Subcontractor's standard terms and conditions, then that does not form part of the Subcontract. The parties agree that in entering into the Subcontract no representation, warranty or thing induced the execution of the Subcontract nor shall any representation, warranty or thing be inferred, incorporated or implied into the Subcontract. The Subcontract will have effect according to its express terms.
6. Any provision in the Subcontract which is invalid or unenforceable is to be read down, if possible, so as to be valid and enforceable, and is otherwise capable of being severed to the extent of the invalidity or unenforceability, without affecting the remaining provisions of the Subcontract.
7. If this Formal Instrument of Agreement is signed in counterparts then:
- (a) each is deemed an original; and
 - (b) together they constitute one document.
8. Where the Subcontractor commenced work under this Subcontract prior to the date of this Subcontract (or where the Subcontractor fails to execute the Subcontract Formal Instrument of Agreement) having been provided with a copy of the Subcontract, the Subcontractor will be taken to have accepted and will be bound by, the provisions of this Subcontract which will

apply retrospectively to the date of commencement of that work to the exclusion of any other conditions or agreement between the parties in relation to the performance of the Subcontract Works.

9. Each party warrants to each other party that it has the power to enter into this Subcontract and has obtained all necessary authorisations to allow it do so, this Subcontract creates legal, valid and binding obligations, enforceable against the relevant party in accordance with its terms and either Party may request that the other demonstrate the capacity of the other Party's signatory.

EXECUTED as an agreement on the date stated above.

[Those signing for either the Contractor or the Subcontractor represent that they have the capacity to bind either Woollam or the Subcontractor (as the case may be). Either Party may request that the other demonstrate the capacity of the other Party's signatory.]

EXECUTED for and on behalf of T F Woollam & Son Pty Ltd (ABN 94 009 676 064) **by its authorised signatory:**

Signature of Project Manager

Signature of Witness

Name of Project Manager (print)

Name of Witness (print)

EXECUTED for and on behalf of [FYNBAT Pty Limited & PD Hillery Family Trust T/A Bowen Industrial Hire] (ACN [894 230 189]) in accordance with section 127 of the *Corporations Act 2001* (Cth):the

Signature of Company Secretary/Director

Signature of Director

Name of Company Secretary/Director (print)

Name of Director (print)

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General Conditions of Subcontract

1 Definitions

Terms defined in the formal instrument or annexures have the meanings therein.

Authority means any Commonwealth, State and local government council, parliament, department, office, body and instrumentality and any public or statutory body, corporation, instrumentality, authority, person or entity which in any way governs, regulates, controls or effects any aspect of the WUS. **Business Day** means a day that is not:

- (a) a Saturday or Sunday;
- (b) a public holiday, special holiday or bank holiday in the place in which any relevant act is to be or may be done; or
- (c) any day occurring within any of the following period:
 - (i) 22 to 24 December;
 - (ii) 27 to 31 December; and
 - (iii) 2 to 10 January.

Certificate of Completion has the meaning in subclause 19.4;

Compensable Cause means any act, default or omission of the Contractor or its consultants, agents or other subcontractors (not being employed by the Subcontractor);

Completion is that stage in the carrying out and completion of WUS:

- (a) when the Works are complete except for minor defects; and
- (b) the Subcontractor has provided all statutory and other documents, warranties and certificates required for the site to be occupied and used for its intended purpose;

Contractor Supplied Items means the items to be provided by the Contractor to the Subcontractor for the performance of the Works under this Subcontract, as more particularly described in Appendix 2.

Date for Commencement means the date as specified by Item 8.

Date for Completion means the date stated in Item 9(a) or the last day of the period of time stated in Item 9(b), but if any EOT for Completion is directed or otherwise allowed, it means the date resulting therefrom;

Date of Completion means:

- (a) the date evidenced in a Certificate of Completion as the date upon which Completion was reached; or
- (b) where another date is determined in any litigation as the date upon which Completion was reached, that other date.

Defect means:

- (a) in relation to the WUS, any defect, shrinkage, fault, omission, non-compliance, breach of law, deficiency, flaw, irregularity, material imperfection or similar condition or that is not in accordance with the Subcontract; and
- (b) any damage to, or loss of, the Works or any part thereof that would not have occurred but for any such matter outlined in paragraph (a);

Defects Liability Period will commence at 4:00pm on the Date of Completion and will be in place for the period or until the time identified in Item 19.

Direction includes any agreement, approval, assessment, authorisation, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement;

Dispute has the meaning in clause 26;

EOT (from 'extension of time') means a time extension in relation to the performance of the WUS in relation to Completion;

Force Majeure means a circumstance beyond the reasonable control and without fault or negligence of the party claiming force majeure, including but not limited to fire, explosion, epidemic, strike, lockout, civil disturbance, riot, act of God, act of war, terrorist incident, cyclone, flood, storm, earthquake or the decision of any court or other body of competent jurisdiction.

Item means an Item set out in Appendix 1 to the Subcontract;

Legislative Requirements includes:

- (a) Laws;
- (b) certificates, licences, consents, permits, approvals, clearances, requirements or other precondition required by Law or any Authority;
- (c) the Building Code of Australia and any other relevant standards; and
- (d) fees and charges payable in connection with the foregoing,

as more particularly described in Appendix 8 of this Subcontract.

Main Contract means the agreement between the Principal and the Contractor.

Modern Slavery Law means the Modern Slavery Act 2018 (NSW), Modern Slavery Act 2018 (Cth), Divisions 270 and 271 of the Commonwealth Criminal Code and any law, rule or other legally binding measure of Australia which creates similar offences to those set out in Divisions 270 and 271 of the Commonwealth Criminal Code.

Personnel means officers, partners, employees, agents, consultants, contractors, suppliers or servants of the Subcontractor.

(c)

Excusable Delays means:

- (a) any act, default or omission of the Contractor or its consultants, agents or other subcontractors (not being employed by the Subcontractor); or
- (b) any other event described in the Particulars provided it is outside the reasonable control of the Subcontractor.

Security of Payment Legislation means the *Building and Construction Industry Payments Act 2004* (Qld) or the *Building Industry Fairness (Security of Payment) Act 2017* (Qld) (as applicable).

Site means the lands and other places to be made available and any other lands and places made available to the Subcontractor by the Contractor for the purpose of the Subcontract;

Subcontract means the agreement between the Contractor and the Subcontractor comprised by

the documents listed in the Formal Instrument of Agreement;

Subcontract Date means the date the Subcontract is signed;

Subcontract Program means a program required pursuant to clause 17.

Subcontract Price means the amount set out in or calculated in accordance with Appendix 3.

Works means the whole of the Work to be carried out and completed in accordance with the Subcontract, including variations under the Subcontract and the provision of materials;

WUS (from 'work under the Subcontract') means the Work which the Subcontractor is or may be required to carry out and complete under the Subcontract and includes variations, remedial work, construction plant and temporary works, and like words have a corresponding meaning.

In the Subcontract:

- (a) unless stated otherwise in writing, all sums and rates will be deemed to exclude GST;
- (b) all amounts will be in Australian dollars unless the Contractor otherwise states in writing;
- (c) references to days mean calendar days and references to a person include an individual, firm or a body corporate or unincorporate;
- (d) where the time for doing anything falls on a day that is not a Business Day, it will be deemed to fall due on the next Business Day;
- (e) words in the singular include the plural and words in the plural include the singular, according to the requirements of the context;
- (f) derivative words (words formed from another by derivation) have a similar or the same meaning as the word defined, unless another meaning is expressly provided by the Subcontract;
- (g) the Subcontract will be interpreted in accordance with and the parties submit to

- the non-exclusive jurisdiction of the courts of, the jurisdiction identified in Item 23; and
- (h) no part of the Subcontract may be interpreted against the interests of the party responsible for the drafting or the inclusion of that provision or part in the Subcontract.

2 Nature of Subcontract

2.1 Execution of Subcontract

The Subcontractor must not commence the WUS until both parties have executed the Subcontract, unless the Contractor otherwise agrees in writing. Within 10 Business Days of the Contractor forwarding the Subcontract to the Subcontractor for execution, the Subcontractor must execute the Subcontract and return it to the Contractor.

2.2 Inclusion of Main Contract Provisions

Where the Main Contract expressly requires that:

- (a) a particular clause, provision, requirement, mechanism, warranty, obligation, indemnity or similar be included in the Subcontract;
- (b) the Subcontractor acquire specific policies of insurance (with or without specific terms); or
- (c) the Subcontractor undertake the WUS in any particular manner,

that requirement will be deemed to be an express requirement of the Subcontract.

The Subcontractor must not, by any act or omission, place the Contractor in breach of the Main Contract.

2.3 Quantities

Quantities in a schedule of rates are estimated quantities only.

The Contractor is not required to give a Direction by reason of the actual quantity of an item required to perform the Subcontract being greater or less than the quantity shown in the schedule of rates.

If the schedule of rates omits an item which should have been included, the item shall be deemed as included in the Subcontract Price.

2.4 Separable portions

Separable portions may be directed by the Contractor, who shall clearly identify for each, the:

- (a) portion of the Works;
- (b) Date for Completion for each Separable Portion pursuant to Appendix 1A of this Subcontract; and
- (c) respective amounts for security and liquidated damages (all calculated pro rata according to the ratio of the Contractor's valuation of the separable portion to the Subcontract Price) pursuant to Appendix 1A of this Subcontract.

2.5 Discrepancies

Figures shall prevail over scaled dimensions in a discrepancy. Otherwise, if either party discovers any inconsistency, ambiguity or discrepancy in any document prepared for the purpose of carrying out WUS, that party shall give the other party written notice of it. The Contractor, thereupon, and upon otherwise becoming aware, shall direct the Subcontractor as to the interpretation and construction to be followed.

If compliance with any such Direction under this subclause causes the Subcontractor to incur more or less cost than otherwise would have been incurred had the Direction not been given, the difference shall be assessed by the Contractor and added to or deducted from the Subcontract Price.

3 Security

3.1 Provision

Security shall be provided in accordance with Item 7.

3.2 Recourse

On the giving of written notice to the Subcontractor of its intention to do so, the Contractor may have recourse to any Security or retention moneys held by it under the Subcontract as necessary to protect any right or interest the Contractor has or may have under or in relation to the Subcontract including for payment of any amount of debt due and payable by the Subcontractor or arising due to a breach of the Subcontract.

3.3 Reduction and release

The Security held by the Contractor under the Subcontract will be released as follows:

- (a) the percentage or amount of Security or retention moneys identified in Item 16 will be released within 30 days of the issue of a Certificate of Completion;
 - (b) the balance of any security held by the Contractor will be returned to the Subcontractor forthwith on expiry of the Defects Liability Period subject to the Subcontractor providing a signed and completed copy of the Deed of Release in the form set out in Appendix 6; and
- 3.4 if any particular security was provided by the Subcontractor in relation to plant or materials, the Contractor's entitlement to retain that Security will cease 30 days after the relevant plant and materials have been incorporated into the Works.

Interest

Interest earned on security shall belong to the party holding that security.

4 Assignment and subcontracting

4.1 General

The Subcontractor must not assign the Works or any part thereof or any benefit under the Subcontract without approval in writing of the Contractor. The Subcontractor, if requested, shall notify the Contractor in writing of sub-subcontracts entered into, the name and address of the sub-subcontractor and the value of the sub-subcontract.

5 Legislative requirements

5.1 General

The Subcontractor shall satisfy all legislative requirements as noted in Appendix 8 except where otherwise provided for under the Subcontract or directed by the Contractor to be satisfied by or on behalf of the Contractor.

The Subcontractor must maintain at its own expense any licences, accreditations, certificates or registrations the Subcontractor (or its personnel) are required to possess by any legislative requirements in order to complete the WUS. If requested by the Contractor, at any time, the Subcontractor must immediately provide a copy of any of the licences, accreditations, certificates or registrations.

If a change in a legislative requirement occurring after the Subcontract Date necessitates a change

to the Works and causes the Subcontractor to incur more or less cost than would otherwise have been incurred, the difference shall be assessed by the Contractor and added to or deducted from the Subcontract Price.

5.2 Workplace Health and Safety

On the commencement of any work on the Site, the Subcontractor acknowledges and accepts that it will comply with the requirements of the *Work Health and Safety Act 2011* (Qld) (for the purposes of this section, '**the Act**'), and any other statutory requirement relating to health and safety at the Site.

Unless expressly stated otherwise, the Subcontractor, in respect of the WUS and occupational health and safety, is in control of the Site.

To the maximum extent permitted by law, the Subcontractor indemnifies the Contractor against all liabilities which may be imposed under or which may arise out of enforcement of any section of the Act, or any claim relating to health and safety at the Site.

6 Protection

Insofar as compliance with the requirements of the Subcontract permits, the Subcontractor shall:

- (c) take measures necessary to protect people and property;
- (d) avoid unnecessary interference with the passage of people and vehicles; and
- (e) prevent nuisance and unreasonable noise and disturbance.

If the Subcontractor damages property, the Subcontractor shall promptly rectify the damage and pay any compensation which the law requires the Subcontractor to pay.

If urgent action is necessary to protect WUS, other property or people and the Subcontractor fails to take the action, in addition to any other remedies of the Contractor, the Contractor may take the necessary action. If the action was action which the Subcontractor should have taken at the Subcontractor's cost, the Contractor shall certify the cost incurred as moneys due and payable from the Subcontractor to the Contractor.

If time permits, the Contractor shall give the Subcontractor prior written notice of the intention to take action pursuant to this clause.

7 Care of the work and reinstatement of damage

7.1 Care of WUS

Except as provided in clause 8.3, the Subcontractor shall be responsible for the care of:

- (a) the whole of WUS from and including the date the Contractor has given the Subcontractor access to the Site to commence the WUS to 4:00 pm on the Date of Completion, at which time the responsibility for the care of the Works (except to the extent provided in paragraph (b)) shall pass to the Contractor; and
- (b) outstanding Work and items to be removed from the Site by the Subcontractor after 4:00 pm on the Date of Completion until completion of outstanding Work or compliance with the Subcontractor's obligations under clause 20.

7.2 Reinstatement

If loss or damage, other than to the extent caused by an excepted risk, occurs to WUS during the period of the Subcontractor's care, the Subcontractor shall, at its cost, rectify such loss or damage.

7.3 Excepted risks

The excepted risks causing loss or damage, for which the Contractor is liable, are:

- (a) any negligent act or omission of the Contractor or others for whom it is responsible;
- (b) any risk specifically excepted elsewhere in the Subcontract;
- (c) war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, martial law or confiscation by order of any Government or public authority;
- (d) ionizing radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel not caused by the

Subcontractor or those for whom it is responsible;

- (e) use or occupation of any part of WUS by the Contractor or others for whom it is responsible; and
- (f) defects in the design of WUS, other than design provided by the Subcontractor.

8 Damage to persons and property other than WUS

8.1 Indemnity by Subcontractor

Insofar as this subclause applies to property, it applies to property other than WUS.

The Subcontractor shall indemnify the Contractor against:

- (a) loss of or damage to the Contractor's property. The limit of indemnity under this paragraph, in respect of such property, shall be the amount stated in Item 8; and
- (b) claims in respect of personal injury or death or loss of, or damage to, any other property,

arising out of or as a consequence of the carrying out of WUS, but the indemnity shall be reduced proportionally to the extent that the act or omission of the Contractor or others for whom it is responsible may have contributed to the injury, death, loss or damage.

This subclause shall not apply to:

- (c) the extent that the Subcontractor's liability is limited by another provision of the Subcontract;
- (d) exclude any other right of the Contractor to be indemnified by the Subcontractor;
- (e) things for the care of which the Subcontractor is responsible under subclause 8.1; and
- (f) claims in respect of the right of the Contractor to have WUS carried out.

9 Insurance of the Works

Before the Subcontractor commences WUS, the Subcontractor shall insure all things referred to in clause 8.1 against loss or damage resulting from any cause until the Subcontractor ceases to be responsible for their care.

Without limiting the generality of the obligation to insure, such insurance shall cover the Subcontractor's liability under subclause 8.2 and things in storage off Site and in transit to the Site but may exclude:

- (a) the cost of making good fair wear and tear or gradual deterioration, but shall not exclude the loss or damage resulting therefrom;
- (b) the cost of making good faulty design, workmanship and materials, but shall not exclude the loss or damage resulting therefrom;
- (c) consequential loss of any kind, but shall not exclude loss of or damage to the Works;
- (d) damages for delay in completing or for the failure to complete the Works;
- (e) loss or damage resulting from ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel resulting from any cause; and
- (f) loss or damage resulting from the excepted risks referred to in paragraphs (b) and (c) of clause 8.3.

The insurance cover shall be for an amount not less than the sum stated in Item 9.

Insurance shall be in the joint names of the parties and shall cover the parties and all subcontractors whenever engaged in WUS for their respective rights, interests and liabilities.

Insurance shall be maintained until the Subcontractor ceases to be responsible under subclause 8.1 for the care of anything.

10 Public liability insurance

Before commencing WUS, the Subcontractor shall effect and maintain for the duration of the Subcontract, a public liability policy.

The policy shall:

- (a) be in the joint names of the parties;
- (b) cover the:
 - (i) respective rights and interests; and
 - (ii) liabilities to third parties,

of the parties and subcontractors from time to time, whenever engaged in WUS;

- (c) cover the parties' respective liability to each other for loss or damage to property (other than property required to be insured by clause 10) and the death of or injury to any person (other than liability which the law requires to be covered under a workers compensation insurance policy);
- (d) be endorsed to cover the use of any construction plant not covered under a comprehensive or third party motor vehicle insurance policy;
- (e) provide insurance cover for an amount in respect of any one occurrence of not less than the sum stated in Item 10;
- (f) be with an insurer and otherwise in terms both approved in writing by the Contractor (which approvals shall not be unreasonably withheld); and
- (g) be primary and that:
 - (i) the insurer of such policy will not seek to limit or exclude its liability by reason of the fact that the Subcontractor is or may be covered by another insurance policy taken out or procured by or on behalf of the Contractor (**other public liability insurance**); and
 - (ii) the insurer of such policy has no right of subrogation against or contribution from any insurer of such other public liability insurance.

11 Insurance of employees

Before commencing WUS, the Subcontractor shall insure against statutory and common law liability for death of or injury to persons employed by the Subcontractor. The insurance cover shall be maintained until completion of all WUS.

Where permitted by law, such insurance shall be extended to provide indemnity for the Contractor's statutory liability to the Subcontractor's employees.

The Subcontractor shall ensure that all subcontractors have similarly insured their employees.

12 Insurance provisions

12.1 Proof of insurance

Before the Subcontractor commences WUS and whenever requested in writing by the Contractor, the Subcontractor shall provide satisfactory evidence of such insurance effected and maintained.

Insurance shall not limit liabilities or obligations under other provisions of the Subcontract.

12.2 Cross liability

Any insurance required to be effected in joint names in accordance with the Subcontract shall include a cross liability clause in which the insurer agrees to waive all rights of subrogation or action against any of the persons constituting the insured and for the purpose of which the insurer accepts the term 'insured' as applying to each of the persons constituting the insured as if a separate policy of insurance had been issued to each of them (subject always to the overall sum insured not being increased thereby).

13 Contractor's direction

Except where the Subcontract otherwise provides, the Contractor may give a Direction orally but shall as soon as practicable confirm it in writing. If the Subcontractor in writing requests the Contractor to confirm an oral Direction, the Subcontractor shall not be bound to comply with the Direction until the Contractor does so.

14 Representatives and notices

14.1 Contractor's Representative

The Contractor has appointed the person identified in Item 3 as the Contractor's Representative and the Subcontractor must comply with any Direction given by a Contractor's Representative. Where necessary, the Contractor's Representative may give a Direction orally. However, it must confirm that oral Direction in writing as soon as is practical.

The Subcontractor must follow directions only from the Contractor's Representative. If the Subcontractor receives a direction from the Principal, an Authority or other third parties, it must

immediately notify the Contractor's Representative and seek instructions.

14.2 Subcontractor's Representative

The Subcontractor has appointed the person identified in Item 6 as the Subcontractor's Representative.

Matters within a Subcontractor's Representative's knowledge (including Directions received) shall be deemed to be within the Subcontractor's knowledge. The Subcontractor's Representative shall be authorised to negotiate with the Contractor on behalf of the Subcontractor, and to bind the Subcontractor contractually in respect of matters in connection with the performance of the WUS.

The Subcontractor shall forthwith give the Contractor written notice of any subsequent change of Subcontractor's Representative and relevant contact details.

14.3 Service of Notices

A notice (and other documents) will be deemed to have been given and received:

- (a) if addressed or delivered to the relevant address in the Subcontract or last communicated in writing to the person giving the notice;
- (b) on the earliest date of:
 - (i) actual receipt;
 - (ii) confirmation of correct transmission of fax;
 - (iii) three (3) Business Days after posting; or
 - (iv) if sent by email, at the time sent, unless the sender is notified, by a system or person involved in the delivery of the email, that the email was not successfully sent

provided that any notice personally delivered or sent by facsimile or electronically after 5.00pm on any Business Day will be deemed to have been validly delivered at 9.00am on the next Business Day.

- (c) Any notice given by email must also be delivered or sent by facsimile, post or by hand if it relates to a variation or dispute in connection with this Subcontract.

In the Subcontract, notices include any Directions, requests, payment claims, certificates and other communications given under the Subcontract.

15 Site

15.1 Access

The Contractor shall, on or before the expiry of the time stated in Item 11, give the Subcontractor access of sufficient of the Site for commencement of WUS on Site. If the Contractor has not given the Subcontractor access of the whole of the Site, the Contractor shall give the Subcontractor access of such further portions of the Site as may, from time to time, be necessary for carrying out WUS.

Access of the Site shall confer on the Subcontractor a right to only such use and control as is necessary to enable the Subcontractor to carry out WUS.

The Subcontractor acknowledges and agrees that:

- (a) delay by the Contractor in providing access to the Site will not be a breach of the Subcontract;
- (b) it must at all reasonable times give the Contractor access to WUS;
- (c) it must ensure that all persons engaged by the Subcontractor to perform any of the WUS on the Site attends site inductions as may be required by the Contractor or Principal; and
- (d) it must keep the Site and WUS clean and tidy and shall regularly remove rubbish and surplus material.

15.2 Conditions at the Site

The Subcontractor acknowledges and agrees that:

- (a) the Contractor has not made any representations concerning the quality or condition of the Site;
- (b) it has performed its own investigations and has satisfied itself that it can perform the WUS at the Site; and
- (c) will have no claim against the Contractor in respect of any matter affecting the Site of which the Subcontractor should reasonably have been aware.

15.3 Site Security

Until Completion, the Subcontractor must provide and maintain at its own expense all lighting, fencing and security when and where necessary for the proper performance and the protection of the Works and the safety of the Contractor and occupiers of adjacent property and the public.

16 Materials and work

16.1 Quality of material and work

In addition to any other obligation on the Subcontractor in relation to the Works:

- (a) the Subcontractor must carry out the Works, and must ensure that its secondary subcontractors carry out their works:
 - (i) in accordance with all 'for construction' drawings and schedules issued by the Contractor;
 - (ii) in a sound and workmanlike manner;
 - (iii) with due care and skill in applying generally accepted Australian building design, engineering, construction and management procedures;
 - (iv) with due expedition and without unnecessary or unreasonable delays;
 - (v) in accordance with all applicable law and Australian Standards;
 - (vi) where applicable, using new materials of merchantable quality which are fit for their intended purpose.
 - (vii) so that they are fit for their intended purpose; and
- (b) the Subcontractor indemnifies the Contractor from any costs, losses or damages associated with a breach of this clause.

16.2 Design and design obligations

To the extent that the Subcontractor has carried out the design of the WUS, the Subcontractor warrants that the design:

- (a) has been fully and professionally completed without error, omission or defect;

- (b) is fit for construction and suitable for any purpose made known to the Subcontractor as at the Subcontract Date; and
- (c) is fit for all purposes for which such design work might reasonably be used.

16.3 Defective work

If the Contractor becomes aware of Work done (including material provided) by the Subcontractor which does not comply with the Subcontract, the Contractor shall as soon as practicable give the Subcontractor written details thereof. If the subject Work has not been rectified, the Contractor may direct the Subcontractor to do any one or more of the following (including reasonable times for commencement and completion):

- (a) remove the material from the Site;
- (b) demolish the work;
- (c) reconstruct, replace or correct the work; and
- (d) not deliver it to the Site.

If the Subcontractor fails to comply with such a direction and that failure has not been made good within 5 days after the Subcontractor receives written notice that the Contractor intends to have the subject work rectified by others, the Contractor may have the work so rectified. The cost thereby incurred shall be moneys due to the Contractor.

The Contractor may give a Direction pursuant to this clause at any time before the expiry of the defects liability period.

16.4 Contractor Supplied Items

The Subcontractor shall ensure that all Contractor Supplied Items, facilities, materials and other things whatsoever supplied by the Contractor to the Subcontractor are:

- (a) inspected by the Subcontractor by the earlier of their use or within 5 Business Days of receipt and, if any part of them is defective, the Subcontractor shall notify the Contractor immediately; and
- (b) unless otherwise approved by the Contractor, must be used only for the performance of the WUS.

17 Programming and suspension

The Contractor may direct the Subcontractor to give the Contractor a Subcontract Program within the time and in the form in Item 23 (which may include a critical path analysis which indicates the sequence of activities which constitute the critical path) that is consistent with the Project Program and does not have time to give notices, obtain permits and the like or dates for completion of any aspect of the Works that are later than the dates for completion of the same services under the Project Program. .

The Contractor may periodically update the Project Program and request that the Subcontractor update its Subcontract Program accordingly or may otherwise direct proposed changes to the Subcontract Program, including in what order and at what time the various stages or portions of the Works shall be carried out. The Subcontractor shall not, without reasonable cause, depart from the Subcontract Program.

If the Subcontractor is not required to submit a Subcontract Program and a Project Program is included with this Subcontract, the Subcontractor must comply with that Project Program.

The Contractor may direct the Subcontractor to suspend the carrying out of the whole or part of WUS for such time as the Contractor thinks fit, if the Contractor, acting reasonably, is of the opinion it is necessary.

If the suspension is due to an act or omission of the Contractor or others for whom it is responsible and the suspension causes the Subcontractor to incur more or less cost than would otherwise have been incurred but for the suspension, the difference shall be assessed by the Contractor and added to or deducted from the Subcontract Price. The Subcontractor must otherwise bear all its costs of suspension.

18 Time and progress

18.1 Progress

The Subcontractor shall ensure that WUS reaches Completion by the Date for Completion.

Each party shall promptly notify the other of delay to WUS.

18.2 Claim

If the Subcontractor:

- (a) is or will be delayed in reaching Completion by a Excusable Delays; and
- (b) gives the Contractor, within 5 days of when the Subcontractor should reasonably have become aware of the causation occurring, a detailed written claim for an EOT,

the Subcontractor shall be entitled to such EOT for carrying out WUS (including reaching Completion) as the Contractor, acting reasonably, assesses.

18.3 Extension of time

Provided the Subcontractor complies with clause 18.2, the Contractor will determine what, if any, extension of time will be granted to the Subcontractor and will notify the Subcontractor of the revised Date for Completion.

The Contractor may, at its absolute discretion, and without being under any obligation to do so, at any time and from time to time Direct an EOT to the Date for Completion for any reason for the benefit of the Contractor. The Contractor is under no obligation to use its discretion to Direct an EOT for the benefit of the Subcontractor.

18.4 Completion

Within 5 days after receiving a request by the Subcontractor to certify Completions, the Contractor shall give to the Subcontractor either a Certificate of Completion evidencing the Date of Completion or written reasons for not doing so.

If the Contractor is of the opinion that Completion has been reached, the Contractor may issue a Certificate of Completion even though no request has been made.

The issue of a Certificate of Completion does not constitute approval or acceptance of any of the WUS. It will not prejudice any claim the Contractor has against the Subcontractor.

18.5 Liquidated damages

If WUS does not reach Completion by the Date for Completion, liquidated damages in Item 12(a) shall be due and payable by the Subcontractor to the Contractor for every day after the Date for Completion to and including the earliest of the date of Completion or termination of the Subcontract or the Contractor taking WUS out of

the hands of the Subcontractor (up to the limit stated in Item 15(b)).

If Item 15 does not provide for any liquidated damages or the liquidated damages are for any reason found to be void or unenforceable, the Contractor may recover damages at common law for the Subcontractor's failure to achieve Completion by the Date for Completion.

This clause does not preclude the Contractor from claiming unliquidated damages or any damages the Contractor suffers or incurs under the Main Contract

18.6 Delay damages

For every day the subject of an EOT for a Compensable Cause and for which the Subcontractor gives the Contractor a claim for delay damages, damages shall be due and payable to the Subcontractor to the lesser of:

- (a) the rate stated in Item 17; and
- (b) the actual costs incurred by the Subcontractor which could not reasonably been avoided.

19 Defects liability

19.1 Defects Rectification

The defects liability period stated in Item 18 shall commence on the Date of Completion at 4:00 pm.

The Subcontractor shall carry out rectification of Defects at times and in a manner causing as little inconvenience to the occupants or users of the Works as is reasonably possible.

As soon as possible after the date of Completion, the Subcontractor shall rectify all Defects existing at the date of Completion.

At any time during the carrying out of the WUS and up until the end of the Defects Liability Period, the Contractor may give the Subcontractor a Direction to rectify a Defect. The Direction shall identify the Defect and state reasonable dates for commencement and completion of its rectification.

If the rectification is not commenced or completed by the stated dates, the Contractor may have the rectification carried out by others but without prejudice to any other rights and remedies the Contractor may have. The cost thereby incurred

shall be moneys due and payable to the Contractor.

If a Defect is rectified during the defects liability period there shall be a separate defects liability period relating to the rectification of each Defect (not exceeding that in Item 18, commencing at 4:00 pm on the date the rectification of each defect is completed and governed by this clause).

19.2 Notice of end of the Defects Liability Period

If the Subcontractor is not aware of the date on which the Defects Liability Period ends, the Subcontractor must request the date from the Contractor who will promptly notify the Subcontractor of:

- (i) the date on which the Defects Liability Period ends; or
- (ii) if the Contractor does not know the date on which the Defects Liability Period ends, the reasonably anticipated date.

The Contractor must give the Subcontractor a written notice in the form set out in Appendix 9 stating:

- (i) the date on which the Defects Liability Period ends; and
- (ii) if security is held by way of retention money:
 - (A) the amount of retention money to be released to the Subcontractor (if the Contractor does not need to have recourse to it in accordance with the Subcontract); and
 - (B) the date that the retention amount is proposed to be paid to the Subcontractor.

If the end of the Defects Liability Period is known (either under the Subcontract or by reference to a known date under the Main Contract) the notice must be given within 10 business days before the expiry of the Defects Liability Period.

If the end of the Defects Liability Period is linked to the expiry of the defects liability period under the Main Contract and the Contractor is not aware of when the defects liability period under the Main Contract will end, the notice must be given within 5 business days after the Contractor receives a notice from the Principal of becoming aware of the date of expiry of the defects liability period under the Main Contract.

20 Variations

20.1 Directing variations

The Subcontractor shall not vary WUS except as directed in writing.

The Contractor may Direct the Subcontractor to vary, decrease, increase or omit WUS or execute additional Work but such variation shall be of a character and extent contemplated by, and capable of being carried out under, the provisions of the Subcontract. If the Contractor omits or decreases any Works it may perform that work itself or engage others to do so.

20.2 Pricing

The Contractor shall, as soon as possible, price each variation using the following order of precedence:

- (a) prior agreement;
- (b) applicable rates or prices in the Subcontract;
- (c) rates or prices in a schedule of rates or schedule of prices, even though not Subcontract documents, to the extent that it is reasonable to use them; and
- (d) reasonable rates or prices, which shall include a reasonable amount for profit and overheads,

and any deductions shall include a reasonable amount for profit but not overheads.

That price shall be added to or deducted from the Subcontract Price.

For the avoidance of doubt, the Subcontractor may only claim in connection with a valuation which is to be made under this clause 20.2, subject to and in accordance with this Subcontract as part of a payment claim.

21 Payment

21.1 Recipient Created Tax Invoices

The parties agree that the Contractor can issue Recipient Created Tax Invoices ("RCTI") for any supply (as defined in the *A New Tax System (Goods and Services Tax) Act 1999*) provided by the Subcontractor under the Subcontract and inclusive of any GST payable.

The Subcontractor agrees it will not issue any Tax Invoices to the Contractor under the Subcontract

with respect to any supply, unless the Contractor notifies the Subcontractor that it does not elect to issue an RCTI.

The Contractor acknowledges that for RCTI purposes, it is registered for GST and that it will notify the Subcontractor if it ceases to be registered for GST. The Subcontractor acknowledges that for RCTI purposes, the Subcontractor is registered for GST when it enters into the Subcontract and will maintain that registration for the duration of the Subcontract. The Subcontractor will notify the Contractor if it ceases to be registered for GST or if it ceases to satisfy any of the legislative requirements regarding RCTIs.

The Contractor will not issue a document that would otherwise be an RCTI, on or after the date when it or the Subcontractor is not registered for GST or has failed to comply with any of the legislative requirements regarding RCTIs.

21.2 Payment claims

The Subcontractor shall claim payment progressively in accordance with Item 19 and send to the email and postal address as identified at Item 2.

An early payment claim shall be deemed to have been made on the date for making that claim.

Each payment claim shall be given in writing to the Contractor and shall include full details of the value of the WUS done up to the date of the payment claim and may include details of other moneys then due to the Subcontractor pursuant to provisions of the Subcontract.

When submitting a payment claim under this clause, the Subcontractor must provide the Contractor with:

- (a) all relevant records;
- (b) a signed statutory declaration by the Subcontractor in the form set out in Appendix 7 and any required evidence as outlined in clause 22.1 certifying that all monies owed to employees and subcontractors at the date of the payment claim have been paid;

- (c) any other information requested by the Contractor to verify the amount of the invoice; and
- (d) if required by the Contractor:
 - (i) an updated program for the Works; and/or
 - (ii) details of the steps the Subcontractor will undertake to overcome any delay to ensure that Completion is reached by the Date for Completion.

21.3 Certificates

The Contractor shall, within 15 Business Days after receiving such a payment claim, assess the claim and shall issue a progress certificate stating the moneys due to the Subcontractor or the Contractor, as the case may be. The Contractor shall set out in the progress certificate the calculations employed to arrive at the amount certified and, if the amount is more or less than the amount claimed by the Subcontractor, the reasons for the difference.

Within 25 Business Days after receipt by the Contractor of such a payment claim, the Contractor or the Subcontractor, as the case may be, shall pay:

- (a) the amount certified, if the Contractor has issued a progress certificate with respect to the payment claim; or
- (b) the amount of the payment claim, if the Contractor has not so certified.

Neither a progress certificate nor a payment of moneys shall be evidence that the subject WUS has been carried out satisfactorily. Payment other than final payment shall be payment on account only.

Except as provided elsewhere in the Subcontract, the Contractor shall not be obliged to pay for unfixed plant and materials.

21.4 Final payment claim and certificate

Within 7 days after the expiry of the last defects liability period, the Subcontractor shall give the Contractor a written final payment claim endorsed 'Final Payment Claim' being a payment claim together with all other claims whatsoever in

connection with the subject matter of the Subcontract.

Within 7 days of receipt of the Final Payment Claim, the Contractor shall issue to the Subcontractor a final certificate evidencing the moneys finally due and payable between the Subcontractor and the Contractor on any account whatsoever in connection with the subject matter of the Subcontract.

Where the Subcontractor claims an amount from the Contractor, the Subcontractor must within five (5) Business Days of receipt of the final certificate as a condition to payment, give the Contractor a signed and completed copy of the Deed of Release in the form set out in Appendix 6.

Those moneys certified as due and payable shall be paid by the Contractor or the Subcontractor, as the case may be, within 7 days after the Contractor issues the final certificate.

The final certificate shall be conclusive evidence of accord and satisfaction, and in discharge of each party's obligations in connection with the subject matter of the Subcontract except for:

- (a) fraud or dishonesty relating to WUS or any part thereof or to any matter dealt with in the final certificate;
- (b) any defect or omission in the Works or any part thereof which was not apparent at the end of the last defects liability period, or which would not have been disclosed upon reasonable inspection at the time of the issue of the final certificate;
- (c) any accidental or erroneous inclusion or exclusion of any work or figures in any computation or any arithmetical error in any computation; and
- (d) unresolved issues the subject of any notice of Dispute pursuant to clause 26, served before the 7th day after the issue of the final certificate.

21.5 Interest

Interest in Item 20 shall be due and payable after the date of default in payment.

21.6 Set off

The Contractor may withhold, retain or set off from any payment due to the Subcontractor under this Subcontract amounts the Contractor deems necessary to protect the Contractor against any costs, charges, expenses and damages for which the Subcontractor may be liable under or in connection with this Subcontract. This right to withhold, retain or set off does not limit the Contractor's right to recover those amounts in any other way.

22 Payment of workers and secondary subcontractors

22.1 Workers and secondary subcontractors

The Subcontractor shall give in respect of a payment claim, documentary evidence (to the Contractor's reasonable satisfaction) that the Subcontractor has made payment of all moneys due and payable in respect of the claim (including payment to suppliers and secondary subcontractors). If the Subcontractor is unable to give such documentary evidence, the Subcontractor shall give other documentary evidence of the moneys so due and payable to workers and secondary subcontractors.

Documentary evidence, except where the Subcontract otherwise provides, shall be to the Contractor's reasonable satisfaction.

22.2 Withholding payment

Subject to the next paragraph, the Contractor may withhold moneys certified due and payable in respect of the payment claim until the Subcontractor complies with clause 23.1.

The Contractor shall not withhold payment of such moneys in excess of the moneys evidenced pursuant to clause 23.1 as due and payable to workers and secondary subcontractors.

23 Default or insolvency

23.1 Preservation of other rights

If a party breaches (including repudiates) the Subcontract, nothing in this clause shall prejudice the right of the other party to recover damages or exercise any other right or remedy.

23.2 Subcontractor's default

If the Subcontractor commits a substantial breach of the Subcontract, the Contractor may, by hand or by registered post, give the Subcontractor a written notice to show cause.

Substantial breaches include, but are not limited to:

- (a) failing to:
 - (i) provide security;
 - (ii) provide evidence of insurance;
 - (iii) comply with a Direction of the Contractor pursuant to clause 17.2; or
 - (iv) use the materials or standards of Work required by the Subcontract;
- (b) wrongful suspension of Work;
- (c) substantial departure from a Project Program or the Subcontract Program without reasonable cause or the Contractor's approval;
- (d) where there is no Subcontract Program, failing to proceed with due expedition and without delay in accordance with the Project Program; and
- (e) in respect of clause 23, knowingly providing documentary evidence containing an untrue statement.

23.3 Contractor's notice to show cause

A notice under clause 24.2 shall state:

- (a) that it is a notice under clause 24 of these Subcontract Conditions;
- (b) the alleged substantial breach;
- (c) that the Subcontractor is required to show cause in writing why the Contractor should not exercise a right referred to in clause 24.4;
- (d) the date and time by which the Subcontractor must show cause (which shall not be less than 7 clear days after the notice is received by the Subcontractor); and
- (e) the place at which cause must be shown.

23.4 Contractor's rights

If the Subcontractor fails to show reasonable cause by the stated date and time, the Contractor may by written notice to the Subcontractor:

- (a) take out of the Subcontractor's hands the whole or part of the Work remaining to be completed and suspend payment until it becomes due and payable pursuant to clause 24.6; or
- (b) terminate the Subcontract.

23.5 Take out

The Contractor shall complete Work taken out of the Subcontractor's hands and may:

- (a) use materials, equipment and other things of the Subcontractor intended for WUS; and
- (b) without payment of compensation to the Subcontractor:
 - (i) take possession of, and use, such of the construction plant and other things on or in the vicinity of the Site as were used by the Subcontractor; and
 - (ii) contract with such of the Subcontractor's secondary subcontractors and consultants,

as are reasonably required by the Contractor to facilitate completion of WUS.

If the Contractor takes possession of construction plant or other things, the Contractor shall reasonably maintain them and, subject to clause 24.6, on completion of the Work, shall return such of them as are surplus.

The Contractor shall keep records of the cost of completing the Work.

23.6 Adjustment on completion of work taken out

When Work taken out of the Subcontractor's hands has been completed, the Contractor shall assess the cost thereby incurred and shall certify as moneys due and payable accordingly the difference between that cost (showing the calculations therefor) and the amount which would otherwise have been paid to the Subcontractor if the Work had been completed by the Subcontractor.

If the Subcontractor is indebted to the Contractor, the Contractor may retain

construction plant or other things taken under clause 24.5 until the debt is satisfied. If after reasonable notice, the Subcontractor fails to pay the debt, the Contractor may sell the construction plant or other things and apply the proceeds to the satisfaction of the debt and the costs of sale. Any excess shall be paid to the Subcontractor.

23.7 Contractor's default

If the Contractor commits a substantial breach of the Subcontract, the Subcontractor may, by hand or by registered post, give the Contractor a written notice to show cause.

Substantial breaches include, but are not limited to:

- (a) failing to make a payment due and payable pursuant to the Subcontract; and
- (b) the Contractor not giving a Certificate of Completion or reasons as referred to in clause 19.4.

23.8 Subcontractor's notice to show cause

A notice given under clause 24.7 shall state:

- (a) that it is a notice under clause 24 of these Subcontract Conditions;
- (b) the alleged substantial breach;
- (c) that the Contractor is required to show cause in writing why the Subcontractor should not exercise a right referred to in subclause 24.9;
- (d) the date and time by which the Contractor must show cause (which shall not be less than 7 clear days after the notice is received by the Contractor); and
- (e) the place at which cause must be shown.

23.9 Subcontractor's rights

If the Contractor fails to show reasonable cause by the stated date and time, the Subcontractor may, by written notice to the Contractor, suspend the whole or any part of WUS.

The Subcontractor shall remove the suspension if the Contractor remedies the breach.

The Subcontractor may, by written notice to the Contractor, terminate the Subcontract, if

within 28 days of the date of suspension under this subclause the Contractor fails:

- (a) to remedy the breach; or
- (b) if the breach is not capable of remedy, to make other arrangements to the reasonable satisfaction of the Subcontractor.

The Subcontractor shall be entitled to recover damages incurred by the Subcontractor by reason of the suspension.

The Subcontractor hereby waives that amount of damages incurred exceeding the Item 21b) amount.

23.10 Termination

If the Subcontract is terminated pursuant to clause 24.4(b) or 24.9, the parties' remedies, rights and liabilities shall be the same as they would have been under the law governing the Subcontract had the defaulting party repudiated the Subcontract and the other party elected to treat the Subcontract as at an end and recover damages.

If the Subcontract is terminated pursuant to clause 23.11 or 23.12:

- (a) if the Subcontractor:
 - (i) is subject to an act of insolvency stated in clause 23.13;
 - (ii) has not provided a statutory declaration in accordance with clause 21.2; or
 - (iii) has provided a statutory declaration which the Subcontractor is required to provide in accordance with the Subcontract and such statements are determined by the Contractor (acting reasonably) to be untrue, false or misleading (as applicable),

the Contractor will not be required to make further payment to the Subcontractor; or

- (b) in all other circumstances, but subject to clause 23.16, the Subcontractor will be entitled to be paid:
 - (i) for Works completed prior to the date of termination, had the Subcontractor made a payment

- claim on the date of termination;
and
- (ii) the reasonable cost of materials and goods reasonably ordered by the Subcontractor for the WUS, which the Subcontractor is legally bound to accept, but only if the materials or goods are delivered to the Site free from any liens, charges, claims and other encumbrances.

23.11 Termination of the Main Contract

In the event that:

- (a) the Main Contract terminates or ends for any reason; or
- (b) work which includes the Works are taken out of the hands of the Contractor under the Main Contract,

then the Contractor may terminate the Subcontract by written notice to the Subcontractor or consents to the novation of the Subcontract to the Principal or any other person.

23.12 Termination for Convenience

The Contractor may terminate the Subcontract at any time on 10 days written notice.

23.13 Insolvency

If:

- (a) the Subcontractor informs the Contractor in writing, or creditors generally, that the Subcontractor is insolvent or is financially unable to proceed with the Subcontract;
- (b) execution is levied against the Subcontractor by a creditor;
- (c) the Subcontractor makes a statement, or conducts itself in a manner, from which it may reasonably be deduced that it is insolvent;
- (d) the Subcontractor stops or suspends payment of all or a class of its debts, or threatens to stop or suspend payment of all or a class of its debts;
- (e) the Subcontractor is an individual person or a partnership including an individual person, and if that person:

- (i) commits an act of bankruptcy;
- (ii) has a bankruptcy petition presented against him or her or presents his or her own petition;
- (iii) is made bankrupt;
- (iv) makes a proposal for a scheme of arrangement or a composition; or
- (v) has a deed of assignment or deed of arrangement made, accepts a composition, is required to present a debtor's petition, or has a sequestration order made, under Part X of the *Bankruptcy Act 1966* (Cth) or like provision under the law governing the Subcontract; or

- (f) in relation to the Subcontractor being a corporation:

- (i) notice is given of a meeting of creditors with a view to the corporation entering a deed of company arrangement;
- (ii) it enters a deed of company arrangement with creditors;
- (iii) a controller or administrator is appointed;
- (iv) an application is made to a court for its winding up and not stayed within 14 days;
- (v) a winding up order is made in respect of it;
- (vi) it resolves by special resolution that it be wound up voluntarily (other than for a member's voluntary winding up); or
- (vii) a mortgagee of any of its property takes possession of that property,

then the Contractor may, without giving a notice to show cause, exercise the rights under clause 23.4.

The rights and remedies given by this clause are additional to any other rights and remedies. They may be exercised notwithstanding that there has been no breach of the Subcontract.

23.14 Termination not valid

If the Contractor terminates, or purports to terminate, under this clause 23 or otherwise at law and it is subsequently held to be invalid, void or otherwise unenforceable then the Contractor will be deemed to have terminated for convenience under clause 23.12 as at the same date and time as the original notice of termination.

The Subcontractor waives any claim it has or would have had, but for this clause 23.14, arising out of or in connection with any termination, or purported termination, by the Contractor under this clause 23 or otherwise at law being subsequently held to be invalid, void or otherwise unenforceable.

23.15 Termination for Force Majeure

If a Force Majeure Event occurs, due to which the Contractor suspends the WUS for a continuous period of 3 calendar months or longer, then the Contractor may, in the Contractor's absolute discretion:

- (a) terminate the Subcontract; and
- (b) issue a payment schedule for the WUS carried out to the date of termination, evidencing the amount which would have been payable had the subcontract not been terminated and had the Subcontractor been entitled to and made a payment claim on the date of termination.

Termination must be in writing stating that it is made under this clause and must nominate the date of termination, which cannot be less than 5 Business Days from the date the notice is given.

For the avoidance of doubt, if the Subcontract is terminated under this clause, the Subcontractor's entitlement is limited to the amount payable as determined under this clause which shall not exceed the Subcontract Price.

23.16 Termination Reference Date

- (a) Despite anything else in the Subcontract, in the event of termination of the Subcontract for any reason, the Subcontractor is entitled to make a single claim for payment in accordance with clause 21 (whether or not the Subcontractor has satisfied any preconditions to claim which would otherwise apply) on and from the termination date, such termination date being considered a 'reference date' for the purposes of the Security of Payment

Legislation ('**Termination Reference Date**').

- (b) For the avoidance of doubt, nothing prevents the Contractor setting off or withholding any amount arising out of, or in connection with, a failure of the Subcontractor to satisfy any of preconditions to claim, where such failure is also a breach of this Subcontract or results in any other claim of the Contractor against the Subcontractor.
- (c) The Subcontractor may only include in the claim for payment contemplated by this clause 23.16 (such claim to be assessed in accordance with the Subcontract), any amount which is due and payable to the Subcontractor under the Subcontract in respect of Works properly undertaken prior to or on the Termination Reference Date.
- (d) The Contractor shall have no obligation to pay any other amounts until such time as the claim for payment contemplated by this clause 23.16 has been made and assessed in a payment certificate by the Contractor (or the time for making such a claim for payment has elapsed under the Security of Payment Legislation).
- (e) The parties acknowledge and agree that where the Subcontract is terminated for any reason the Termination Reference Date will be the sole and final 'reference date' under the Security of Payment Legislation to survive beyond termination.
- (f) At any time following a termination, including after the submission and assessment of any claim for payment contemplated by this clause 23.16, the Contractor may issue to the Subcontractor a payment certificate, including an assessment of any amounts owing either to the Contractor from the Subcontractor, or to the Subcontractor from the Contractor, as the case may be.
- (g) Any amount owing under the payment certificate must be paid by the Subcontractor to the Contractor, or the Contractor to the Subcontractor, as the case may be, within 15 Business Days of the date of the payment certificate

24 Notification of claims

24.1 Communication of claims

As soon as practicable, and otherwise within 10 Business Days, after the Subcontractor becomes aware of any claim in connection with the subject matter of the Subcontract, the communication of which is not otherwise set out in another provision of the Subcontract, the Subcontractor shall give to the Contractor a written notice of claim with particulars or a notice of Dispute under clause 26.1.

24.2 Liability for failure to communicate

The failure of the Subcontractor to comply with the provisions of this clause or to communicate a claim in accordance with the relevant provision of the Subcontract shall be a bar to making that claim.

24.3 Resolution

If a valid claim has not been resolved within 21 days of giving the notice of claim, that notice of claim shall be deemed to be a notice of Dispute under clause 26.1.

25 Dispute resolution**25.1 Identification and Notice**

Except for urgent injunctive or declaratory relief:

- (a) the Subcontractor must notify the Contractor of any Dispute within 10 Business Days after the first occurrence or receipt by the Subcontractor of the Direction or other fact or circumstance on which the Dispute is based;
- (b) the Parties must enter into discussions in a good faith attempt to resolve the Dispute. If the dispute is not resolved within 15 Business days (after receipt of the Subcontractor's notice under clause 24, the parties agree that:
 - (i) a mediator is to be appointed by agreement between the Parties or, failing such agreement within 10 Business Days of the referral to mediation, the mediator is to be appointed by the President of the local chapter of the Resolution Institute;
 - (ii) each party must bear its own costs for the mediation save that the parties must share equally the mediator's fees; and
 - (iii) the mediation will be conducted on a without prejudice basis.

Unless agreed otherwise, all Dispute resolution proceedings will, subject to an alternative

agreement of the parties, be conducted in the place identified in Item 20.

If within 15 Business Days after conclusion of mediation the dispute remains unresolved, either party may commence proceedings in a court with appropriate jurisdiction.

25.2 Assistance

If the Contractor enters into any dispute that relates to the WUS with a party other than the Subcontractor, then the Subcontractor must give the Contractor all reasonable assistance requested by the Contractor in relation to that dispute. This includes, without limitation, making the Subcontractor's personnel available to the Contractor and providing information or copies of documents requested by the Contractor.

25.3 Continue to perform

Notwithstanding the existence of a Dispute and, subject to clauses 17 and 23, the Subcontractor must continue to perform the Works.

26 Documents, reporting and other information required

No less than 30 Business Days before any documents and other information are required for use by the Subcontractor for the WUS, and at such other times as required by the Contractor or Principal, the Subcontractor must submit all documents and other information relevant to the WUS to the Contractor for review.

If any document or other information is rejected by the Contractor or the Principal, the Subcontractor must promptly amend and resubmit the document or other information to the Contractor.

The Subcontractor must not commence or proceed with the manufacture, fabrication, erection or construction of any part of the WUS in respect of which it is required to submit a document or other information to the Contractor for review unless the relevant document or information has been submitted to the Contractor and the Contractor or the Principal has had 21 Business Days to review the document or other information and has not rejected it.

After the review of a document or other information by the Contractor or the Principal, the Contractor may request the Subcontractor to provide further copies of the document or other

information. The Subcontractor must provide the further copies in the format and in the time requested by the Contractor.

Other Information includes samples, models, prototypes, software, patterns and videos.

The Subcontractor must, at such time as directed by the Contractor, provide the Contractor with any information it requests in relation to the Subcontract, including accurate and up to date accounting records which show all details in relation to variations and all other amounts payable, any authority certificates, licences and consents, evidence of compliance with the Subcontractor's quality management system, evidence of compliance with the Subcontractor's safety and health management system and environmental matters.

27 Confidentiality and Intellectual Property Rights

27.1 Confidentiality

Each party undertakes that it will not, either during the term of this Subcontract or at any time thereafter (except to the extent necessary to comply with its obligations under this Subcontract) disclose to any person any information of or relating to the other party of which it has become possessed as a result of this Subcontract or the negotiations preceding this Subcontract including the terms of this Subcontract.

Nothing in this Subcontract prohibits disclosure of information which:

- (a) is in the public domain otherwise than as a result of a breach of this clause 27.1;
- (b) is received from a third party provided that it was not acquired directly or indirectly by that third party as a result of a breach of this clause 27.1; or
- (c) is required to be disclosed by law or any government or governmental body, authority or agency having authority over a party.

27.2 Intellectual Property

- (a) The Subcontractor grants to the Contractor a royalty free, irrevocable, transferable licence, including a right to sublicense, to use the Subcontractor's intellectual property rights existing at the date of this Subcontract to the extent necessary for the Contractor and the Principal to make full use of the Works for all purposes.
- (b) All intellectual property rights which are created by the Subcontractor or its personnel as a result of performance of the Works will immediately vest in the Contractor upon their creation.
- (c) The obligations of the Subcontractor under this clause 27.2 continue after expiry or termination of this Subcontract.

Appendix 1 – Item Schedule

This Appendix is part of the Subcontract and must be interpreted in accordance with the order of precedence set out in the Formal Instrument of Agreement.

Item Number	Description	Details
1	Contractor (clause 1)	T F Woollam & Son Pty Ltd ABN: 94 009 676 064
2	Contractor's address Contractor's address for email	Street Address: 71 Lytton Rd, East Brisbane QLD 4169 Postal Address: PO Box 7154, East Brisbane Qld 4169 Phone: 07 3456 1600 Fax: 07 3456 1650 accounts@woollamconstructions.com.au
3	Contractor's Representative	Jake Salamone
4	Subcontractor (clause 1)	FYNBAT Pty Limited & PD Hillery Family Trust T/A Bowen Industrial Hire ABN: 74 894 230 189
5	Subcontractor's address Subcontractor's address for email	Address: 19101 Bruce Highway, Bowen QLD 4805 Phone: (07) 4786 6566 Fax: curtis@bihqld.com.au
6	Subcontractor's Representative	Curtis Hillery
7	Subcontract Price (clause 1)	\$ 16,740.00
8	Date for Commencement	9/04/2022
9	a) Date for Completion (clause 1) b) Period of time for Completion (clause 1)	 Enter number of weeks* after commencement on Site
10	Subcontractor's security Form (clause 3)	Retention moneys* / Bank guarantee* If neither deleted, retention moneys

Item Number	Description	Details
	Amount or maximum percentage of <i>contract sum</i> (clause 3) If retention moneys, percentage of each payment certificate (clause 3) Time for provision (except for retention moneys) (clause 3)	\$ — OR — of the Subcontract Price If nothing stated, 5% of the Subcontract Price %10 until %5 of the Subcontract Price is retained. Within — days after all parties have executed the Subcontract If nothing stated, 28 days
11	Amount of limit of indemnity for damage to other property of the Contractor (clause 8.1)	\$ If nothing stated, the amount of the public liability insurance cover in Item 9
12	The amount of contract works insurance cover (clause 9)	\$ If nothing stated, the Subcontract Price plus 20%
13	The amount of public liability insurance cover in respect of any one occurrence shall not be less than (clause 10)	\$ If nothing stated, \$10,000,000
14	The time for giving access to the Site to the Subcontractor (clause 15)	Within days after the Subcontract date If nothing stated, 14 days
15	Liquidated damages (clause 18.5) a) Rate b) Limit	\$ per day \$ OR % of the Subcontract Price If nothing stated, there is no limit
16	Excusable Delays (clause 18.2)	If nothing stated, nil
17	Delay damages, rate (clause 18.6)	\$ per day If nothing stated, as reasonably assessed by the Contractor
18	Defects liability period (clause 19)	weeks If no period stated, 26 weeks

Item Number	Description	Details
19	Time for payment claims (clause 22.1)	If no time stated, then on the last day of each month
20	The rate of interest on overdue payments (clause 21.5)	per annum If no rate stated, 18% per annum
21	Damages for suspension (clause 23.9) a) Rate b) Limit	\$ per day \$ OR % of the Subcontract Price If nothing stated, there is no limit
22	Place for Dispute resolution proceedings (clause 25)	(if blank, Brisbane)
23	Governing law	If nothing is stated, then Queensland
24	(a) If required by clause 12, the Subcontractor must submit a Subcontract Program for carrying out the Works: (clause 12) (b) The Subcontract Program is to be in the following form: (clause 12) (c) The Subcontract Program is to be submitted at the following time: (clause 12	

Appendix 1A – Separable Portions

This Appendix is part of the Subcontract and must be interpreted in accordance with the order of precedence set out in the Formal Instrument of Agreement.

Item Number	Description	Details
2.	Separable portion (clause 2.4)	No. [*Insert*]
3.	Description of separable portion (clause 2.4)	[*Insert*]
4.	Date for Completion / Period of time for Completion (clause 1)	22/07/2022
5.	Form of Security (clause 3)	(if blank, unconditional undertakings)
6.	Amounts of Security (clause 3)	(if blank, 2 x 2.5% of the Subcontract price)
7.	Amount of Security to be returned to the Subcontractor (clause 3)	(if blank, one (1) unconditional undertaking – subject to there being at least two (2) unconditional undertakings)
8.	Rate of Liquidated Damages (clause 18.5)	per calendar day.

Appendix 2 – Scope of Work

This Appendix is part of the Subcontract and must be interpreted in accordance with the order of precedence set out in the Formal Instrument of Agreement.

The Subcontractor must carry out the WUS in accordance with the following documents:

Appendix 3 – Subcontract Price

This Appendix is part of the Subcontract and must be interpreted in accordance with the order of precedence set out in the Formal Instrument of Agreement.

This Appendix is part of the Subcontract and must be interpreted in accordance with the order of precedence set out in the Formal Instrument of Agreement.

Subcontract Price consists of:

- (a) where the Contractor accepted a lump sum, the lump sum;
- (b) where the Contractor accepted rates, the sum of the products ascertained by multiplying the rates by the corresponding quantities in the schedule of rates; or
- (c) where the Contractor accepted a lump sum and rates, the aggregate of the sums referred to in paragraphs (a) and (b),

specified at Item 7, excluding any additions or deductions which may be required to be made under the Subcontract.



PO Box 466

Bowen Qld 4805

Ph: (07) 4786 6566

Fax: (07) 4786 6577

Email: bowen@bihqld.com.au

ABN: 74 894 230 189

CLIENT: Woollam Constructions

ATT: Tim

EMAIL: tlarkin@woollam.com.au

SITE: 34-38 Gregory Street, BOWEN

Date: 14 March 2022

Quotation No: **Q3667**

Quotation

We have the pleasure in submitting our quotation for the supply of services as described below. Subject to our general conditions of trading and Terms of Hire, this quotation is valid for 30 days from the date hereof and **depending on the availability of materials**. Acceptance of this must be by Company order with unconditional acceptance of this quotation. This quotation is accurate on information provided to us thus far.

Safety Rail

Supply Safety Rail for roofing.

- Erect, Dismantle and Transport (once only) \$5,400.00 + GST
- Safety Rail Hire per week) \$490.00 + GST

Penalty rates will apply for work requested outside normal 40 hour working week, this being deemed to be 8 hours per day, Monday to Friday – 6.30am to 6.30pm.

Exclusions

- All severe weather preparation
- Engineered drawings
- Site Inductions
- EWP to work above 2 metres for install and dismantle
- GST

I trust this meets your present requirements. If I can be of any further assistance, please do not hesitate to contact me

Regards

Curtis Hillery
0439 575 512





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ABN: 74 894 230 189

CLIENT: Woollam Constructions

ATT: Tim

EMAIL: tlarkin@woollam.com.au

SITE: 34 – 38 Gregory Street, BOWEN

Date: 14 March 2022

Hire Quotation No: **3668**

Quotation

BOWEN INDUSTRIAL HIRE thanks you for the opportunity to prepare this quotation and in response to your enquiry we are pleased to confirm the following:

1. MATERIAL

Bowen Industrial Hire to supply sufficient material and noted items under Section 3. TOTAL CHARGES and subject to terms supplied with this quotation

INCLUSIONS:

- Erect, Dismantle and Transport (Once Only)
- 7 Bays with deck x 3 Boards wide with 2 board hop ups
- 1 x Stretcher Stair Access 6m

EXCLUSIONS:

- All severe weather preparation and works
- Engineered Drawings
- Site Inductions
- Permits, Exclusion zones and Measures for public protection
- Mesh
- Ground Compaction
- Unloading and Loading
- Patching of Wall Ties
- GST





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2. LABOUR CONDITIONS

This contract has been based on work being performed during Bowen Industrial Hire normal working hours. Penalty rates will apply for work requested outside normal 40 hour working week, this being deemed to be 8 hours per day, Monday to Friday.

- Labour includes initial placement of scaffold boards once only
- Any further movements will be an extra to this Quotation
- All Cranage by others
- Any additional labour, scaffold and transportation requirements will be charged extra to contract price
- All vertical movement-s by cranage supplied by others per level erect and dismantle
- Horizontal movements up to 20 meters by Bowen Industrial Hire
- All traffic management by others
- Consolidation of ground to the leg load requirements of the scaffold by others
- Supply Modular Scaffold as described in quotation.

3. TOTAL CHARGES

Erect, Dismantle and Transport

\$ 10,990.00 *plus GST*

Hire charges per week

\$350.00 *plus GST*

NB. No Retention nor Liquidated Damages have been allowed for in this quotation.

- a) The fixed price/fixed period has been determined on the basis that the hirer only requires the scaffolding equipment for the fixed period specified. If the equipment is not returned by the end of the fixed period, then hire will continue to be charged for the items of equipment on the site. The hire rate will be as stated in Section 3 TOTAL CHARGES if the structure is fully erected or if certain equipment has been returned then the rate will be reduced accordingly, depending on the items of equipment returned from the site. Hire will continue to be charged for equipment on the site until it is returned.





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- b) In the event of this contract terminating for any reason whatsoever, prior to the end of the fixed period there will be no reduction in hire charges. The minimum amount the hirer will pay will be the fixed price.

4. TRANSPORTATION

Supply of transport has been allowed for in the above charges inclusive of a maximum one-hour loading/unloading time. Any additional time taken to complete these works will be charged as an extra to contract at our current rates, in increments of fifteen minutes.

5. LENGTH OF CONTRACT

Minimum hire will be as stated in Section 3 TOTAL CHARGES, commencing on the day of first delivery until cessation of the Contract; or after contract period, one day after notification that the scaffold is no longer required.

6. SHADE CLOTH OR WIRE MESHING

This quotation does not allow for wire meshing or shade cloth except as stated.

7. INDUCTIONS

This quotation does not allow for inductions except as stated.





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8. ALL OTHER MATERIAL AND LABOUR

Please note: all other material and labour not stated in estimate (irrespective of "Division of Workplace Health and Safety" requirements) will be an extra to this quotation.

9. GOODS AND SERVICES TAX (GST)

Goods and Services Tax (GST) applies to all the goods and services provided under this Hire Contract and includes any extra hire, labour, transport, or sundry items deemed contractually binding and payable by the hirer.

10. CREDIT APPROVAL/TERMS OF TRADE

All Quotations are submitted on the clear understanding that they are subject to the customer being approved for credit by our Credit Department and subject to our Terms of Trade.

11. QUOTATION VALIDITY PERIOD

All Prices quoted are valid for 30 days from the date of stated on the quotation.

12. UNRETURNED/DAMAGED EQUIPMENT

Please note that in terms of our standard terms and conditions which are attached to this quotation you are liable for the cost of replacing any unreturned equipment as well as for the cost of replacing or repairing any damaged equipment.

13. OCCUPATIONAL HEALTH AND SAFETY

In accordance with the Australian Standards for scaffolding AS/NZS 1576 and the Australian Guidelines for Scaffolding AS/NZS 4576:2020, the following information is supplied.

1. Only scaffolding couplers supplied by Bowen Industrial Hire should be used when connecting ties or other accessories.
2. Covered by the following load, height, and maximum number of working platforms parameters:





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- a) For a maximum bay size of 1.27 m x 2.44 m the maximum uniformly distributed load per bay is 6.6 KN (673 kg) inclusive of the said uniformly distributed load, a maximum concentrated load of 2 KN (204 kg) per bay is allowed. A maximum of two platforms per bay may each be loaded with the above loads. A bay is the space enclosed by four adjacent standards.
- b) The Transom or member supporting the scaffold planks must span the shorter side of any rectangular bay equal to or smaller than 1.27 m x 2.44 m.
- c) If more than two platforms in a bay are to be decked out, Bowen Industrial Hire must be consulted.

The above scaffold systems with a maximum bay size of 1.27 m x 2.44 m may be erected to a maximum top working deck level of 45 m.

Please note that under the Scaffolding Guidelines, it is not permissible to mix parts from different prefabricated scaffolding systems unless the supplier approves of the mix and gives certain guarantees.

You do not have our approval for mixing our scaffolding systems with any other system not supplied to you by us. If you have your own or you are hiring such systems from other scaffolding companies, then you do not have our approval to mix the scaffolding hired from us with such other scaffolding. If you mix our scaffolding with other scaffolding not supplied by us, we give no guarantee that:

- the components mixed are a compatible size and strength
- the components mixed have compatible deflection characteristics
- the fixing devices are compatible
- the mixing does not lessen the strength, stability, rigidity, or suitability of the scaffold

We only permit mixing of scaffolding systems where the equipment is either supplied by us or has been maintained by us through our quality assurance program.

We take no responsibility whatsoever for any equipment failure where you have mixed our scaffolding with that of others.





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We trust you find this satisfactory to your needs however should you require additional information please do not hesitate to contact the undersigned.

14. PPSA

Special Provisions relating to the Personal Property Securities Act 2009 (Cth) (As Amended)

Company means Bowen Industrial Hire ABN 74 894 230 189

Hirer/Buyer means the entity or person who enters into a contract with the Company for the hire or purchase of Goods.

Goods mean all goods supplied by the Company to the Hirer/Buyer including but not limited to scaffolding and related equipment.

PPSA means the PPS Act and any other legislation and regulations in respect of it and the following words in clause 1 have the respective meanings given to them in the PPS Act: *collateral, financing change statement, financing statement, grantor, interested person, purchase money security interest, register, registration, security agreement, security interest and verification statement.*

PPS Act means the Personal Property Securities Act 2009 (Cth) (as amended).

- 1.1 (a) The Hirer/Buyer consents to the Company effecting and maintaining a registration on the register (in any manner the Company considers appropriate) in relation to any security interest contemplated or constituted by this Hire/Sale Agreement in the Goods and the proceeds arising in respect of any dealing in the Goods and the Hirer/Buyer agrees to sign any documents and provide all assistance and information to the Company as may be necessary or required to facilitate the registration and maintenance of any security interest.
- (b) The Company may at any time register a financing statement or financing change statement in respect of a security interest (including any purchase money security interest).
- (c) The Hirer/Buyer waives the right to receive notice of a verification statement in relation to any registration on the register of a security interest in respect of the Goods (*Section 157(3)(b) of the PPSA*).

- 1.2. The Hirer/Buyer undertakes to:





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- (a) do anything (in each case, including executing any new document or providing any information) that is required by the Company.
 - (i) so that the Company acquires and maintains one or more perfected security interest under the PPSA in respect of the Goods and its proceeds;
 - (ii) to register a financing statement or financing change statement; and
 - (iii) to ensure that the Company's security position and rights and obligations are not adversely affected by the PPSA.
- (b) not register a financing change statement in respect of a security interest contemplated or constituted by this Hire/Sale Agreement without the Company's prior written consent; and
- (c) 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 Company's prior written consent.

1.3 If Chapter 4 of the PPS Act would otherwise apply to the enforcement of a security interest arising under or in connection with this Hire/Sale Agreement. The following provisions of the PPS Act will not apply, and the Hirer/Buyer will have no rights under them: section 95 (to the extent that it requires the secured party to give notices to the grantor); section 96: section 118 (to the extent that it allows a secured party to give notices to the grantor); section 121(4); section 130; section 132(4); section 135 and section 143.

1.4 Unless otherwise agreed and to the extent permitted by the PPSA the Hirer/Buyer and the Company agree not to disclose information of the kind referred to in section 275(1) of the PPS Act to an interested person, or any other person requested by an interested person. The Hirer/Buyer waives any right it may have, or but for this clause may have had, under section 275(7)(c) of the PPS Act to authorise the disclose of the above information.

1.5 For the purposes of section 20(2) of the PPS Act, the collateral is any Goods which is described in any Hire or Sale Agreement provided by the Company to the Hirer/Buyer from time to time. This Hire/Sale Agreement is a security agreement for the purposes of the PPS Act.

1.6 The Company may apply amounts received in connection with this Hire/Sale Agreement to satisfy obligations secured by a security interest contemplated or





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constituted by this Hire/Sale Agreement in any way it may in the Company's absolute discretion determine.

- 1.7 The Hirer/Buyer agree to notify the Company in writing of any change to its details set out in the Credit Application within 5 days from the date of such change.





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CONTRACT HIRE

GENERAL TERMS AND CONDITIONS

1. Labour at an hourly rate will be available for any extra work required. This hourly rate of \$70.00 plus GST (Time and a Half \$90.00 plus GST, Double Time \$110.00 plus GST) is subject to increase or decrease, by the same amount as contained in Bowen Industrial Hire associated Bowen Industrial Hire Certified Agreement.
2. In the event of any damage to the building as a result of any action by our labour force, this office must be informed immediately, in order that we may inspect such damage before any agreement to rectification costs can be accepted.
3. Material supplied will be delivered to and collected from site by our trucks and it is a condition of supply that sufficient area and time be allocated to enable the efficient use of transport. Any increase in normal transport costs will be charged, accordingly, to your company's account.
4. This contract has been based on suitable ground condition, and that the area to be worked in is cleared prior to the commencement of the scaffold erection.
5. It is the builder's responsibility to obtain permission for entry and erection of all, or part of the scaffolding on the adjoining properties (if applicable).
6. Bowen Industrial Hire request you to permit the inclusion of sufficient number of ties from the scaffold to the building (on which the stability of our scaffold is dependent) and to ensure that the ties, as fixed by us, are not tampered with or removed.
7. Bowen Industrial Hire will not accept responsibility for any alterations carried out by anyone, other than scaffolders authorized by Bowen Industrial Hire, unless prior arrangements have been made with this office.





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8. We must be notified prior to our scaffolders being engaged, for work that is an extra to contract.
9. All materials ordered extra to contract are subject to negotiation.
10. We have not allowed for the submission of notices and permits or bonds relevant to Local Authority, Councils or Division of Accident Prevention.
11. Unless specifically stated otherwise in our scope, this quotation does not allow for hoardings, protective gantries, warning lights, waterproofing, roof protection or any painting of the scaffold as may be required by Workplace Health and Safety. Should any of the above be required, they will be charged as an extra to contract.
12. It is not our responsibility to cover overhead power lines as may be required by Workplace Health and Safety.
13. It is assumed that any ground or structure supporting the scaffold can withstand the imposed loads, relevant scaffold loads can be obtained from Bowen Industrial Hire upon request.
14. The above quotation is subject to the terms and conditions of normal contract hire, set out on the attachment, of which we request you take particular note.





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If payment is not received as per Bowen Industrial Hire terms, Bowen Industrial Hire has the right to refuse the supply of labour until account is paid. Ongoing payment issues can result in the dismantle and removal of scaffold at the client's expense.

Bowen Industrial Hire values your custom, and with its resources and expertise, will endeavour to assist you in all phases of scaffolding requirements for your project.

Assuring you of our best attention always.

Yours sincerely

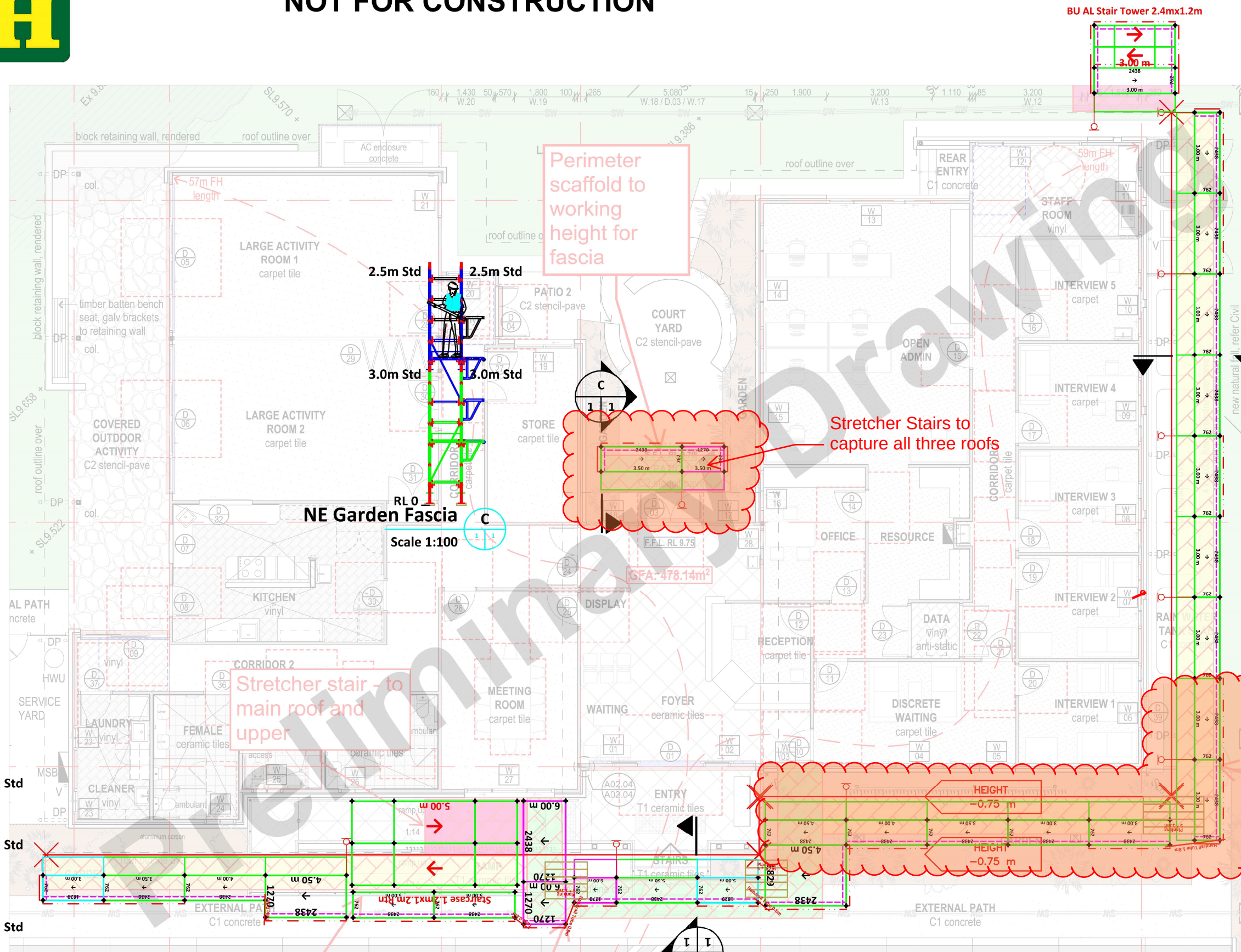
Curtis Hillery
0439 579 512

BOWEN INDUSTRIAL HIRE

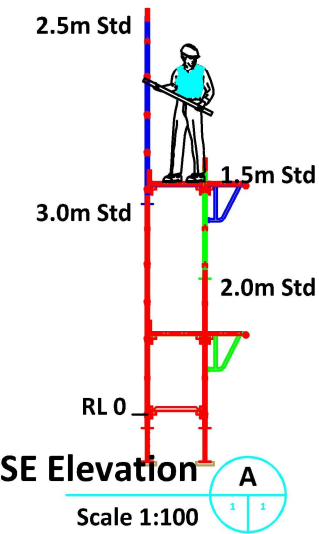




NOT FOR CONSTRUCTION

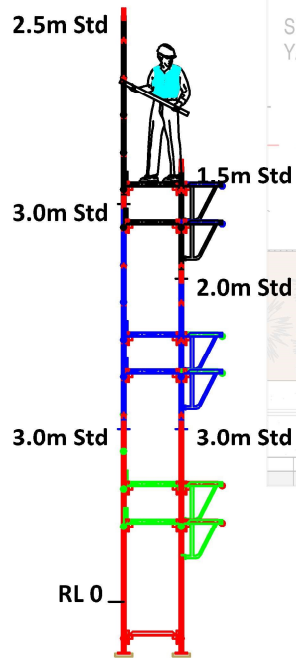


HEIGHT
-0.50 m



Only area to be scaffolded.

HEIGHT
-1.00 m



SW Elevation
Scale 1:100

HEIGHT
-0.50 m

- * Drawing 1/2 Scaffold Plan
- * Refer Drawing 2/2 for specifications

CLIENT	Woollam Constructions				
PROJECT	Bowen Neighbourhood Centre - 34-38 Gregory Street, Bowen				
SIZE	SCALE	DATE	SHEET	DRAWING No	
A3		24.02.2022	1 of 1	001.24022022	
DRAWN	LAL		CHECKED	CPH SB000328798704	



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CLIENT: Woollam Constructions

ATT: Tim

EMAIL: tlarkin@woollam.com.au

SITE: 34-38 Gregory Street, BOWEN

Date: 14 March 2022

Quotation No: **Q3667**

Quotation

We have the pleasure in submitting our quotation for the supply of services as described below. Subject to our general conditions of trading and Terms of Hire, this quotation is valid for 30 days from the date hereof and **depending on the availability of materials**. Acceptance of this must be by Company order with unconditional acceptance of this quotation. This quotation is accurate on information provided to us thus far.

Safety Rail

Supply Safety Rail for roofing.

- Erect, Dismantle and Transport (once only) \$5,400.00 + GST
- Safety Rail Hire per week) \$490.00 + GST

Penalty rates will apply for work requested outside normal 40 hour working week, this being deemed to be 8 hours per day, Monday to Friday – 6.30am to 6.30pm.

Exclusions

- All severe weather preparation
- Engineered drawings
- Site Inductions
- EWP to work above 2 metres for install and dismantle
- GST

I trust this meets your present requirements. If I can be of any further assistance, please do not hesitate to contact me

Regards

Curtis Hillery
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CLIENT: Woollam Constructions

ATT: Tim

EMAIL: tlarkin@woollam.com.au

SITE: 34 – 38 Gregory Street, BOWEN

Date: 14 March 2022

Hire Quotation No: **3668**

Quotation

BOWEN INDUSTRIAL HIRE thanks you for the opportunity to prepare this quotation and in response to your enquiry we are pleased to confirm the following:

1. MATERIAL

Bowen Industrial Hire to supply sufficient material and noted items under Section 3. TOTAL CHARGES and subject to terms supplied with this quotation

INCLUSIONS:

- Erect, Dismantle and Transport (Once Only)
- 7 Bays with deck x 3 Boards wide with 2 board hop ups
- 1 x Stretcher Stair Access 6m

EXCLUSIONS:

- All severe weather preparation and works
- Engineered Drawings
- Site Inductions
- Permits, Exclusion zones and Measures for public protection
- Mesh
- Ground Compaction
- Unloading and Loading
- Patching of Wall Ties
- GST





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2. LABOUR CONDITIONS

This contract has been based on work being performed during Bowen Industrial Hire normal working hours. Penalty rates will apply for work requested outside normal 40 hour working week, this being deemed to be 8 hours per day, Monday to Friday.

- Labour includes initial placement of scaffold boards once only
- Any further movements will be an extra to this Quotation
- All Cranage by others
- Any additional labour, scaffold and transportation requirements will be charged extra to contract price
- All vertical movement-s by cranage supplied by others per level erect and dismantle
- Horizontal movements up to 20 meters by Bowen Industrial Hire
- All traffic management by others
- Consolidation of ground to the leg load requirements of the scaffold by others
- Supply Modular Scaffold as described in quotation.

3. TOTAL CHARGES

Erect, Dismantle and Transport

\$ 10,990.00 *plus GST*

Hire charges per week

\$350.00 *plus GST*

NB. No Retention nor Liquidated Damages have been allowed for in this quotation.

- a) The fixed price/fixed period has been determined on the basis that the hirer only requires the scaffolding equipment for the fixed period specified. If the equipment is not returned by the end of the fixed period, then hire will continue to be charged for the items of equipment on the site. The hire rate will be as stated in Section 3 TOTAL CHARGES if the structure is fully erected or if certain equipment has been returned then the rate will be reduced accordingly, depending on the items of equipment returned from the site. Hire will continue to be charged for equipment on the site until it is returned.





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- b) In the event of this contract terminating for any reason whatsoever, prior to the end of the fixed period there will be no reduction in hire charges. The minimum amount the hirer will pay will be the fixed price.

4. TRANSPORTATION

Supply of transport has been allowed for in the above charges inclusive of a maximum one-hour loading/unloading time. Any additional time taken to complete these works will be charged as an extra to contract at our current rates, in increments of fifteen minutes.

5. LENGTH OF CONTRACT

Minimum hire will be as stated in Section 3 TOTAL CHARGES, commencing on the day of first delivery until cessation of the Contract; or after contract period, one day after notification that the scaffold is no longer required.

6. SHADE CLOTH OR WIRE MESHING

This quotation does not allow for wire meshing or shade cloth except as stated.

7. INDUCTIONS

This quotation does not allow for inductions except as stated.





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8. ALL OTHER MATERIAL AND LABOUR

Please note: all other material and labour not stated in estimate (irrespective of "Division of Workplace Health and Safety" requirements) will be an extra to this quotation.

9. GOODS AND SERVICES TAX (GST)

Goods and Services Tax (GST) applies to all the goods and services provided under this Hire Contract and includes any extra hire, labour, transport, or sundry items deemed contractually binding and payable by the hirer.

10. CREDIT APPROVAL/TERMS OF TRADE

All Quotations are submitted on the clear understanding that they are subject to the customer being approved for credit by our Credit Department and subject to our Terms of Trade.

11. QUOTATION VALIDITY PERIOD

All Prices quoted are valid for 30 days from the date of stated on the quotation.

12. UNRETURNED/DAMAGED EQUIPMENT

Please note that in terms of our standard terms and conditions which are attached to this quotation you are liable for the cost of replacing any unreturned equipment as well as for the cost of replacing or repairing any damaged equipment.

13. OCCUPATIONAL HEALTH AND SAFETY

In accordance with the Australian Standards for scaffolding AS/NZS 1576 and the Australian Guidelines for Scaffolding AS/NZS 4576:2020, the following information is supplied.

1. Only scaffolding couplers supplied by Bowen Industrial Hire should be used when connecting ties or other accessories.
2. Covered by the following load, height, and maximum number of working platforms parameters:





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- a) For a maximum bay size of 1.27 m x 2.44 m the maximum uniformly distributed load per bay is 6.6 KN (673 kg) inclusive of the said uniformly distributed load, a maximum concentrated load of 2 KN (204 kg) per bay is allowed. A maximum of two platforms per bay may each be loaded with the above loads. A bay is the space enclosed by four adjacent standards.
- b) The Transom or member supporting the scaffold planks must span the shorter side of any rectangular bay equal to or smaller than 1.27 m x 2.44 m.
- c) If more than two platforms in a bay are to be decked out, Bowen Industrial Hire must be consulted.

The above scaffold systems with a maximum bay size of 1.27 m x 2.44 m may be erected to a maximum top working deck level of 45 m.

Please note that under the Scaffolding Guidelines, it is not permissible to mix parts from different prefabricated scaffolding systems unless the supplier approves of the mix and gives certain guarantees.

You do not have our approval for mixing our scaffolding systems with any other system not supplied to you by us. If you have your own or you are hiring such systems from other scaffolding companies, then you do not have our approval to mix the scaffolding hired from us with such other scaffolding. If you mix our scaffolding with other scaffolding not supplied by us, we give no guarantee that:

- the components mixed are a compatible size and strength
- the components mixed have compatible deflection characteristics
- the fixing devices are compatible
- the mixing does not lessen the strength, stability, rigidity, or suitability of the scaffold

We only permit mixing of scaffolding systems where the equipment is either supplied by us or has been maintained by us through our quality assurance program.

We take no responsibility whatsoever for any equipment failure where you have mixed our scaffolding with that of others.





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We trust you find this satisfactory to your needs however should you require additional information please do not hesitate to contact the undersigned.

14. PPSA

Special Provisions relating to the Personal Property Securities Act 2009 (Cth) (As Amended)

Company means Bowen Industrial Hire ABN 74 894 230 189

Hirer/Buyer means the entity or person who enters into a contract with the Company for the hire or purchase of Goods.

Goods mean all goods supplied by the Company to the Hirer/Buyer including but not limited to scaffolding and related equipment.

PPSA means the PPS Act and any other legislation and regulations in respect of it and the following words in clause 1 have the respective meanings given to them in the PPS Act: *collateral, financing change statement, financing statement, grantor, interested person, purchase money security interest, register, registration, security agreement, security interest and verification statement.*

PPS Act means the Personal Property Securities Act 2009 (Cth) (as amended).

- 1.1 (a) The Hirer/Buyer consents to the Company effecting and maintaining a registration on the register (in any manner the Company considers appropriate) in relation to any security interest contemplated or constituted by this Hire/Sale Agreement in the Goods and the proceeds arising in respect of any dealing in the Goods and the Hirer/Buyer agrees to sign any documents and provide all assistance and information to the Company as may be necessary or required to facilitate the registration and maintenance of any security interest.
- (b) The Company may at any time register a financing statement or financing change statement in respect of a security interest (including any purchase money security interest).
- (c) The Hirer/Buyer waives the right to receive notice of a verification statement in relation to any registration on the register of a security interest in respect of the Goods (*Section 157(3)(b) of the PPSA*).

1.2. The Hirer/Buyer undertakes to:





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- (a) do anything (in each case, including executing any new document or providing any information) that is required by the Company.
 - (i) so that the Company acquires and maintains one or more perfected security interest under the PPSA in respect of the Goods and its proceeds;
 - (ii) to register a financing statement or financing change statement; and
 - (iii) to ensure that the Company's security position and rights and obligations are not adversely affected by the PPSA.
- (b) not register a financing change statement in respect of a security interest contemplated or constituted by this Hire/Sale Agreement without the Company's prior written consent; and
- (c) 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 Company's prior written consent.

1.3 If Chapter 4 of the PPS Act would otherwise apply to the enforcement of a security interest arising under or in connection with this Hire/Sale Agreement. The following provisions of the PPS Act will not apply, and the Hirer/Buyer will have no rights under them: section 95 (to the extent that it requires the secured party to give notices to the grantor); section 96: section 118 (to the extent that it allows a secured party to give notices to the grantor); section 121(4); section 130; section 132(4); section 135 and section 143.

1.4 Unless otherwise agreed and to the extent permitted by the PPSA the Hirer/Buyer and the Company agree not to disclose information of the kind referred to in section 275(1) of the PPS Act to an interested person, or any other person requested by an interested person. The Hirer/Buyer waives any right it may have, or but for this clause may have had, under section 275(7)(c) of the PPS Act to authorise the disclose of the above information.

1.5 For the purposes of section 20(2) of the PPS Act, the collateral is any Goods which is described in any Hire or Sale Agreement provided by the Company to the Hirer/Buyer from time to time. This Hire/Sale Agreement is a security agreement for the purposes of the PPS Act.

1.6 The Company may apply amounts received in connection with this Hire/Sale Agreement to satisfy obligations secured by a security interest contemplated or





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constituted by this Hire/Sale Agreement in any way it may in the Company's absolute discretion determine.

- 1.7 The Hirer/Buyer agree to notify the Company in writing of any change to its details set out in the Credit Application within 5 days from the date of such change.





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CONTRACT HIRE

GENERAL TERMS AND CONDITIONS

1. Labour at an hourly rate will be available for any extra work required. This hourly rate of \$70.00 plus GST (Time and a Half \$90.00 plus GST, Double Time \$110.00 plus GST) is subject to increase or decrease, by the same amount as contained in Bowen Industrial Hire associated Bowen Industrial Hire Certified Agreement.
2. In the event of any damage to the building as a result of any action by our labour force, this office must be informed immediately, in order that we may inspect such damage before any agreement to rectification costs can be accepted.
3. Material supplied will be delivered to and collected from site by our trucks and it is a condition of supply that sufficient area and time be allocated to enable the efficient use of transport. Any increase in normal transport costs will be charged, accordingly, to your company's account.
4. This contract has been based on suitable ground condition, and that the area to be worked in is cleared prior to the commencement of the scaffold erection.
5. It is the builder's responsibility to obtain permission for entry and erection of all, or part of the scaffolding on the adjoining properties (if applicable).
6. Bowen Industrial Hire request you to permit the inclusion of sufficient number of ties from the scaffold to the building (on which the stability of our scaffold is dependent) and to ensure that the ties, as fixed by us, are not tampered with or removed.
7. Bowen Industrial Hire will not accept responsibility for any alterations carried out by anyone, other than scaffolders authorized by Bowen Industrial Hire, unless prior arrangements have been made with this office.





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8. We must be notified prior to our scaffolders being engaged, for work that is an extra to contract.
9. All materials ordered extra to contract are subject to negotiation.
10. We have not allowed for the submission of notices and permits or bonds relevant to Local Authority, Councils or Division of Accident Prevention.
11. Unless specifically stated otherwise in our scope, this quotation does not allow for hoardings, protective gantries, warning lights, waterproofing, roof protection or any painting of the scaffold as may be required by Workplace Health and Safety. Should any of the above be required, they will be charged as an extra to contract.
12. It is not our responsibility to cover overhead power lines as may be required by Workplace Health and Safety.
13. It is assumed that any ground or structure supporting the scaffold can withstand the imposed loads, relevant scaffold loads can be obtained from Bowen Industrial Hire upon request.
14. The above quotation is subject to the terms and conditions of normal contract hire, set out on the attachment, of which we request you take particular note.





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If payment is not received as per Bowen Industrial Hire terms, Bowen Industrial Hire has the right to refuse the supply of labour until account is paid. Ongoing payment issues can result in the dismantle and removal of scaffold at the client's expense.

Bowen Industrial Hire values your custom, and with its resources and expertise, will endeavour to assist you in all phases of scaffolding requirements for your project.

Assuring you of our best attention always.

Yours sincerely

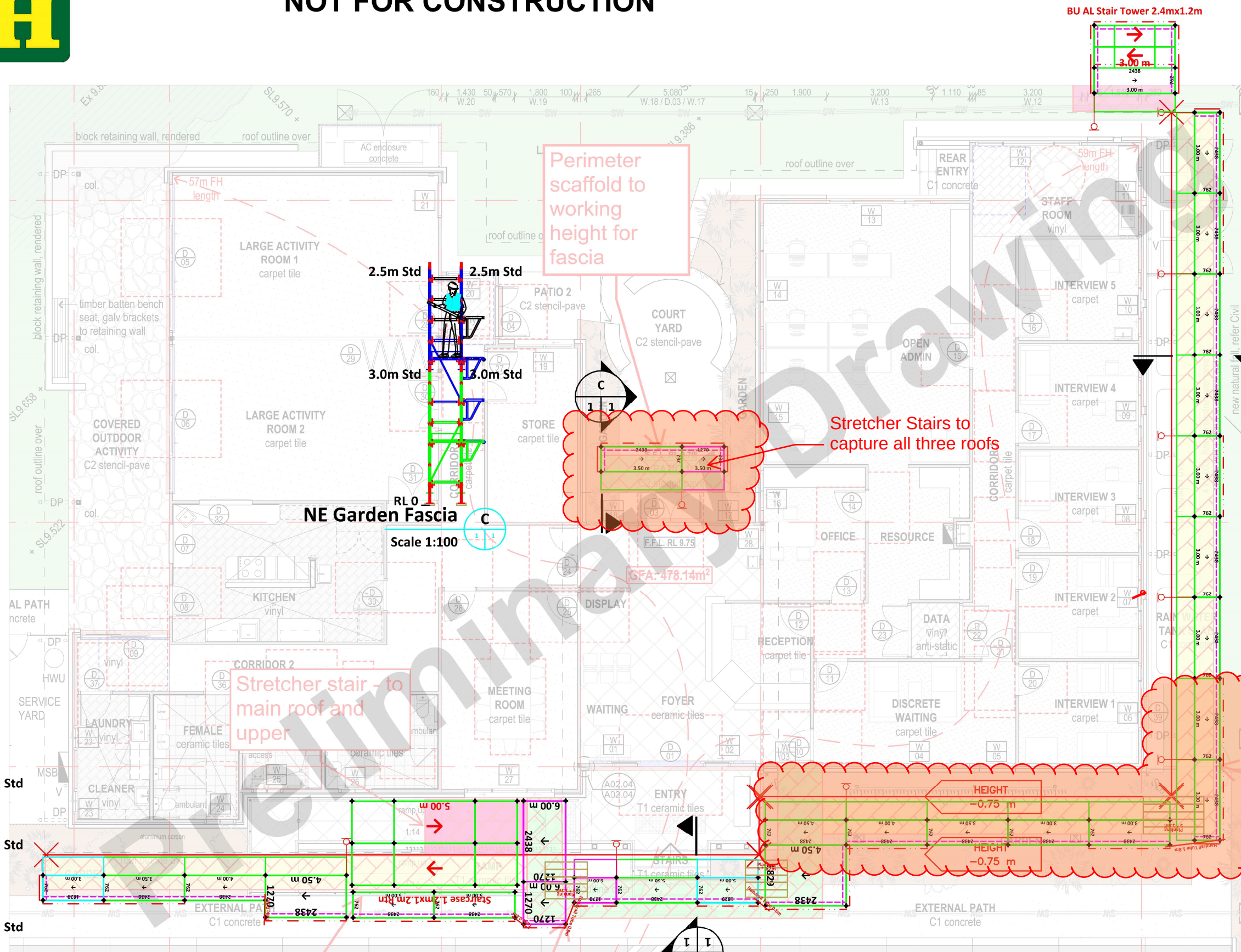
Curtis Hillery
0439 579 512

BOWEN INDUSTRIAL HIRE

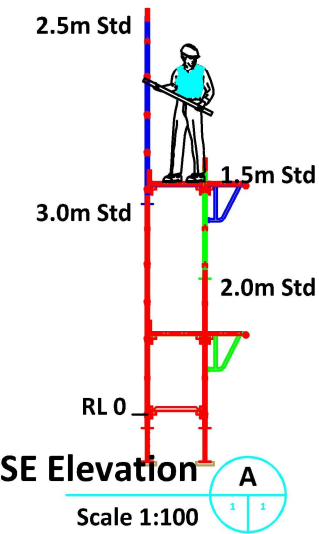




NOT FOR CONSTRUCTION

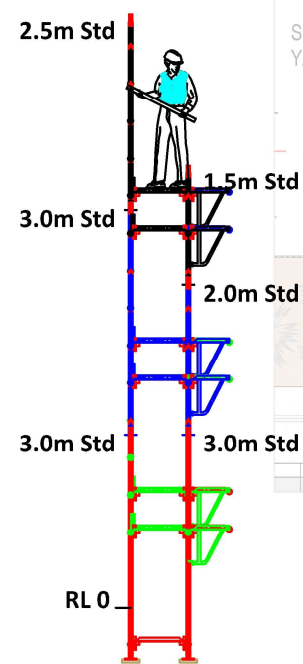


HEIGHT
-0.50 m



Only area to be scaffolded.

HEIGHT
-1.00 m



HEIGHT
-0.50 m

HEIGHT
-0.75 m

HEIGHT
-1.00 m

- * Drawing 1/2 Scaffold Plan
- * Refer Drawing 2/2 for specifications

CLIENT	Woollam Constructions				
PROJECT	Bowen Neighbourhood Centre - 34-38 Gregory Street, Bowen				
SIZE	SCALE	DATE	SHEET	DRAWING No	
A3		24.02.2022	1 of 1	001.24022022	
DRAWN	LAL		CHECKED	CPH SB000328798704	



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ABN: 74 894 230 189

CLIENT: Woollam Constructions

ATT: Tim

EMAIL: tlarkin@woollam.com.au

SITE: 34-38 Gregory Street, BOWEN

Date: 14 March 2022

Quotation No: **Q3667**

Quotation

We have the pleasure in submitting our quotation for the supply of services as described below. Subject to our general conditions of trading and Terms of Hire, this quotation is valid for 30 days from the date hereof and **depending on the availability of materials**. Acceptance of this must be by Company order with unconditional acceptance of this quotation. This quotation is accurate on information provided to us thus far.

Safety Rail

Supply Safety Rail for roofing.

- Erect, Dismantle and Transport (once only) \$5,400.00 + GST
- Safety Rail Hire per week) \$490.00 + GST

Penalty rates will apply for work requested outside normal 40 hour working week, this being deemed to be 8 hours per day, Monday to Friday – 6.30am to 6.30pm.

Exclusions

- All severe weather preparation
- Engineered drawings
- Site Inductions
- EWP to work above 2 metres for install and dismantle
- GST

I trust this meets your present requirements. If I can be of any further assistance, please do not hesitate to contact me

Regards

Curtis Hillery
0439 575 512





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CLIENT: Woollam Constructions

ATT: Tim

EMAIL: tlarkin@woollam.com.au

SITE: 34 – 38 Gregory Street, BOWEN

Date: 14 March 2022

Hire Quotation No: **3668**

Quotation

BOWEN INDUSTRIAL HIRE thanks you for the opportunity to prepare this quotation and in response to your enquiry we are pleased to confirm the following:

1. MATERIAL

Bowen Industrial Hire to supply sufficient material and noted items under Section 3. TOTAL CHARGES and subject to terms supplied with this quotation

INCLUSIONS:

- Erect, Dismantle and Transport (Once Only)
- 7 Bays with deck x 3 Boards wide with 2 board hop ups
- 1 x Stretcher Stair Access 6m

EXCLUSIONS:

- All severe weather preparation and works
- Engineered Drawings
- Site Inductions
- Permits, Exclusion zones and Measures for public protection
- Mesh
- Ground Compaction
- Unloading and Loading
- Patching of Wall Ties
- GST





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2. LABOUR CONDITIONS

This contract has been based on work being performed during Bowen Industrial Hire normal working hours. Penalty rates will apply for work requested outside normal 40 hour working week, this being deemed to be 8 hours per day, Monday to Friday.

- Labour includes initial placement of scaffold boards once only
- Any further movements will be an extra to this Quotation
- All Cranage by others
- Any additional labour, scaffold and transportation requirements will be charged extra to contract price
- All vertical movement-s by cranage supplied by others per level erect and dismantle
- Horizontal movements up to 20 meters by Bowen Industrial Hire
- All traffic management by others
- Consolidation of ground to the leg load requirements of the scaffold by others
- Supply Modular Scaffold as described in quotation.

3. TOTAL CHARGES

Erect, Dismantle and Transport **\$ 10,990.00 *plus GST***

Hire charges per week **\$350.00 *plus GST***

NB. No Retention nor Liquidated Damages have been allowed for in this quotation.

- a) The fixed price/fixed period has been determined on the basis that the hirer only requires the scaffolding equipment for the fixed period specified. If the equipment is not returned by the end of the fixed period, then hire will continue to be charged for the items of equipment on the site. The hire rate will be as stated in Section 3 TOTAL CHARGES if the structure is fully erected or if certain equipment has been returned then the rate will be reduced accordingly, depending on the items of equipment returned from the site. Hire will continue to be charged for equipment on the site until it is returned.





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- b) In the event of this contract terminating for any reason whatsoever, prior to the end of the fixed period there will be no reduction in hire charges. The minimum amount the hirer will pay will be the fixed price.

4. TRANSPORTATION

Supply of transport has been allowed for in the above charges inclusive of a maximum one-hour loading/unloading time. Any additional time taken to complete these works will be charged as an extra to contract at our current rates, in increments of fifteen minutes.

5. LENGTH OF CONTRACT

Minimum hire will be as stated in Section 3 TOTAL CHARGES, commencing on the day of first delivery until cessation of the Contract; or after contract period, one day after notification that the scaffold is no longer required.

6. SHADE CLOTH OR WIRE MESHING

This quotation does not allow for wire meshing or shade cloth except as stated.

7. INDUCTIONS

This quotation does not allow for inductions except as stated.





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8. ALL OTHER MATERIAL AND LABOUR

Please note: all other material and labour not stated in estimate (irrespective of "Division of Workplace Health and Safety" requirements) will be an extra to this quotation.

9. GOODS AND SERVICES TAX (GST)

Goods and Services Tax (GST) applies to all the goods and services provided under this Hire Contract and includes any extra hire, labour, transport, or sundry items deemed contractually binding and payable by the hirer.

10. CREDIT APPROVAL/TERMS OF TRADE

All Quotations are submitted on the clear understanding that they are subject to the customer being approved for credit by our Credit Department and subject to our Terms of Trade.

11. QUOTATION VALIDITY PERIOD

All Prices quoted are valid for 30 days from the date of stated on the quotation.

12. UNRETURNED/DAMAGED EQUIPMENT

Please note that in terms of our standard terms and conditions which are attached to this quotation you are liable for the cost of replacing any unreturned equipment as well as for the cost of replacing or repairing any damaged equipment.

13. OCCUPATIONAL HEALTH AND SAFETY

In accordance with the Australian Standards for scaffolding AS/NZS 1576 and the Australian Guidelines for Scaffolding AS/NZS 4576:2020, the following information is supplied.

1. Only scaffolding couplers supplied by Bowen Industrial Hire should be used when connecting ties or other accessories.
2. Covered by the following load, height, and maximum number of working platforms parameters:





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- a) For a maximum bay size of 1.27 m x 2.44 m the maximum uniformly distributed load per bay is 6.6 KN (673 kg) inclusive of the said uniformly distributed load, a maximum concentrated load of 2 KN (204 kg) per bay is allowed. A maximum of two platforms per bay may each be loaded with the above loads. A bay is the space enclosed by four adjacent standards.
- b) The Transom or member supporting the scaffold planks must span the shorter side of any rectangular bay equal to or smaller than 1.27 m x 2.44 m.
- c) If more than two platforms in a bay are to be decked out, Bowen Industrial Hire must be consulted.

The above scaffold systems with a maximum bay size of 1.27 m x 2.44 m may be erected to a maximum top working deck level of 45 m.

Please note that under the Scaffolding Guidelines, it is not permissible to mix parts from different prefabricated scaffolding systems unless the supplier approves of the mix and gives certain guarantees.

You do not have our approval for mixing our scaffolding systems with any other system not supplied to you by us. If you have your own or you are hiring such systems from other scaffolding companies, then you do not have our approval to mix the scaffolding hired from us with such other scaffolding. If you mix our scaffolding with other scaffolding not supplied by us, we give no guarantee that:

- the components mixed are a compatible size and strength
- the components mixed have compatible deflection characteristics
- the fixing devices are compatible
- the mixing does not lessen the strength, stability, rigidity, or suitability of the scaffold

We only permit mixing of scaffolding systems where the equipment is either supplied by us or has been maintained by us through our quality assurance program.

We take no responsibility whatsoever for any equipment failure where you have mixed our scaffolding with that of others.





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We trust you find this satisfactory to your needs however should you require additional information please do not hesitate to contact the undersigned.

14. PPSA

Special Provisions relating to the Personal Property Securities Act 2009 (Cth) (As Amended)

Company means Bowen Industrial Hire ABN 74 894 230 189

Hirer/Buyer means the entity or person who enters into a contract with the Company for the hire or purchase of Goods.

Goods mean all goods supplied by the Company to the Hirer/Buyer including but not limited to scaffolding and related equipment.

PPSA means the PPS Act and any other legislation and regulations in respect of it and the following words in clause 1 have the respective meanings given to them in the PPS Act: *collateral, financing change statement, financing statement, grantor, interested person, purchase money security interest, register, registration, security agreement, security interest and verification statement.*

PPS Act means the Personal Property Securities Act 2009 (Cth) (as amended).

- 1.1 (a) The Hirer/Buyer consents to the Company effecting and maintaining a registration on the register (in any manner the Company considers appropriate) in relation to any security interest contemplated or constituted by this Hire/Sale Agreement in the Goods and the proceeds arising in respect of any dealing in the Goods and the Hirer/Buyer agrees to sign any documents and provide all assistance and information to the Company as may be necessary or required to facilitate the registration and maintenance of any security interest.
- (b) The Company may at any time register a financing statement or financing change statement in respect of a security interest (including any purchase money security interest).
- (c) The Hirer/Buyer waives the right to receive notice of a verification statement in relation to any registration on the register of a security interest in respect of the Goods (*Section 157(3)(b) of the PPSA*).

- 1.2. The Hirer/Buyer undertakes to:





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- (a) do anything (in each case, including executing any new document or providing any information) that is required by the Company.
 - (i) so that the Company acquires and maintains one or more perfected security interest under the PPSA in respect of the Goods and its proceeds;
 - (ii) to register a financing statement or financing change statement; and
 - (iii) to ensure that the Company's security position and rights and obligations are not adversely affected by the PPSA.
- (b) not register a financing change statement in respect of a security interest contemplated or constituted by this Hire/Sale Agreement without the Company's prior written consent; and
- (c) 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 Company's prior written consent.

1.3 If Chapter 4 of the PPS Act would otherwise apply to the enforcement of a security interest arising under or in connection with this Hire/Sale Agreement. The following provisions of the PPS Act will not apply, and the Hirer/Buyer will have no rights under them: section 95 (to the extent that it requires the secured party to give notices to the grantor); section 96: section 118 (to the extent that it allows a secured party to give notices to the grantor); section 121(4); section 130; section 132(4); section 135 and section 143.

1.4 Unless otherwise agreed and to the extent permitted by the PPSA the Hirer/Buyer and the Company agree not to disclose information of the kind referred to in section 275(1) of the PPS Act to an interested person, or any other person requested by an interested person. The Hirer/Buyer waives any right it may have, or but for this clause may have had, under section 275(7)(c) of the PPS Act to authorise the disclose of the above information.

1.5 For the purposes of section 20(2) of the PPS Act, the collateral is any Goods which is described in any Hire or Sale Agreement provided by the Company to the Hirer/Buyer from time to time. This Hire/Sale Agreement is a security agreement for the purposes of the PPS Act.

1.6 The Company may apply amounts received in connection with this Hire/Sale Agreement to satisfy obligations secured by a security interest contemplated or





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- 1.7 The Hirer/Buyer agree to notify the Company in writing of any change to its details set out in the Credit Application within 5 days from the date of such change.





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GENERAL TERMS AND CONDITIONS

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2. In the event of any damage to the building as a result of any action by our labour force, this office must be informed immediately, in order that we may inspect such damage before any agreement to rectification costs can be accepted.
3. Material supplied will be delivered to and collected from site by our trucks and it is a condition of supply that sufficient area and time be allocated to enable the efficient use of transport. Any increase in normal transport costs will be charged, accordingly, to your company's account.
4. This contract has been based on suitable ground condition, and that the area to be worked in is cleared prior to the commencement of the scaffold erection.
5. It is the builder's responsibility to obtain permission for entry and erection of all, or part of the scaffolding on the adjoining properties (if applicable).
6. Bowen Industrial Hire request you to permit the inclusion of sufficient number of ties from the scaffold to the building (on which the stability of our scaffold is dependent) and to ensure that the ties, as fixed by us, are not tampered with or removed.
7. Bowen Industrial Hire will not accept responsibility for any alterations carried out by anyone, other than scaffolders authorized by Bowen Industrial Hire, unless prior arrangements have been made with this office.





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10. We have not allowed for the submission of notices and permits or bonds relevant to Local Authority, Councils or Division of Accident Prevention.
11. Unless specifically stated otherwise in our scope, this quotation does not allow for hoardings, protective gantries, warning lights, waterproofing, roof protection or any painting of the scaffold as may be required by Workplace Health and Safety. Should any of the above be required, they will be charged as an extra to contract.
12. It is not our responsibility to cover overhead power lines as may be required by Workplace Health and Safety.
13. It is assumed that any ground or structure supporting the scaffold can withstand the imposed loads, relevant scaffold loads can be obtained from Bowen Industrial Hire upon request.
14. The above quotation is subject to the terms and conditions of normal contract hire, set out on the attachment, of which we request you take particular note.





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Email: bowen@bihqld.com.au

ABN: 74 894 230 189

If payment is not received as per Bowen Industrial Hire terms, Bowen Industrial Hire has the right to refuse the supply of labour until account is paid. Ongoing payment issues can result in the dismantle and removal of scaffold at the client's expense.

Bowen Industrial Hire values your custom, and with its resources and expertise, will endeavour to assist you in all phases of scaffolding requirements for your project.

Assuring you of our best attention always.

Yours sincerely

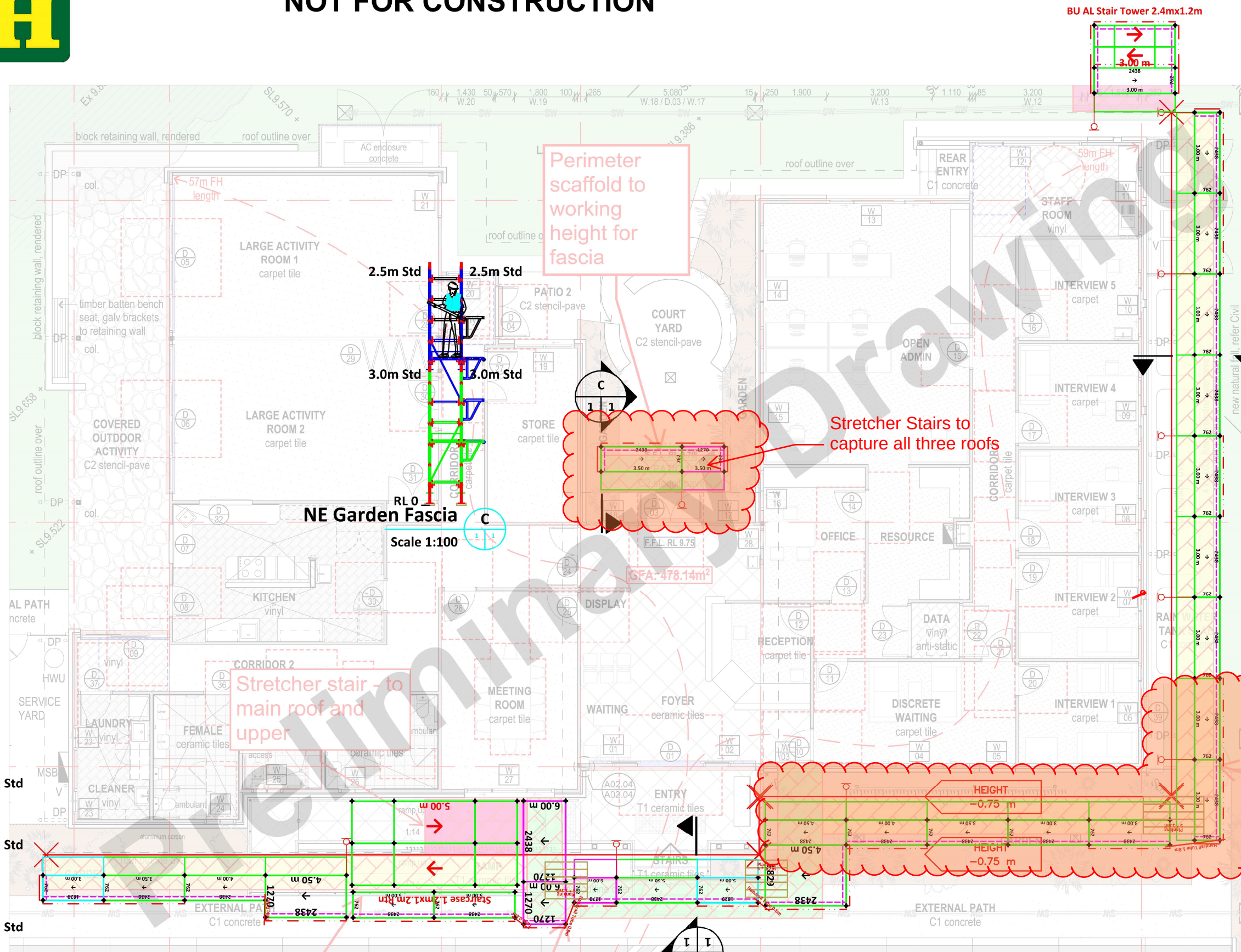
Curtis Hillery
0439 579 512

BOWEN INDUSTRIAL HIRE

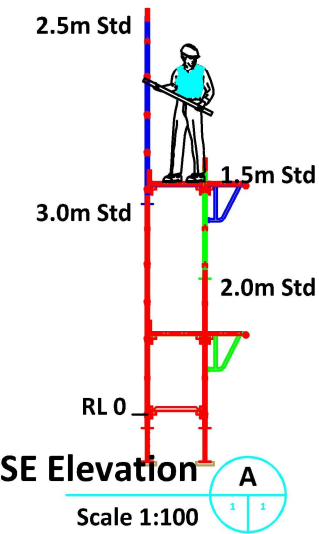




NOT FOR CONSTRUCTION

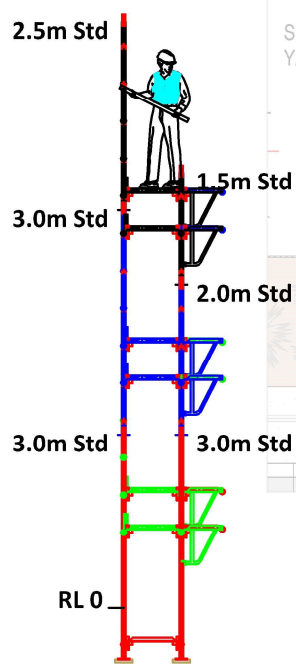


HEIGHT
-0.50 m



Only area to be scaffolded.

HEIGHT
-1.00 m



HEIGHT
-0.50 m

HEIGHT
-0.75 m

HEIGHT
-1.00 m

- * Drawing 1/2 Scaffold Plan
- * Refer Drawing 2/2 for specifications

CLIENT	Woollam Constructions				
PROJECT	Bowen Neighbourhood Centre - 34-38 Gregory Street, Bowen				
SIZE	SCALE	DATE	SHEET	DRAWING No	
A3		24.02.2022	1 of 1	001.24022022	
DRAWN	LAL	CHECKED	CPH	SBO00328798704	



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ABN: 74 894 230 189

CLIENT: Woollam Constructions

ATT: Tim

EMAIL: tlarkin@woollam.com.au

SITE: 34-38 Gregory Street, BOWEN

Date: 14 March 2022

Quotation No: **Q3667**

Quotation

We have the pleasure in submitting our quotation for the supply of services as described below. Subject to our general conditions of trading and Terms of Hire, this quotation is valid for 30 days from the date hereof and **depending on the availability of materials**. Acceptance of this must be by Company order with unconditional acceptance of this quotation. This quotation is accurate on information provided to us thus far.

Safety Rail

Supply Safety Rail for roofing.

- Erect, Dismantle and Transport (once only) \$5,400.00 + GST
- Safety Rail Hire per week) \$490.00 + GST

Penalty rates will apply for work requested outside normal 40 hour working week, this being deemed to be 8 hours per day, Monday to Friday – 6.30am to 6.30pm.

Exclusions

- All severe weather preparation
- Engineered drawings
- Site Inductions
- EWP to work above 2 metres for install and dismantle
- GST

I trust this meets your present requirements. If I can be of any further assistance, please do not hesitate to contact me

Regards

Curtis Hillery
0439 575 512





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Email: bowen@bihqld.com.au

ABN: 74 894 230 189

CLIENT: Woollam Constructions

ATT: Tim

EMAIL: tlarkin@woollam.com.au

SITE: 34 – 38 Gregory Street, BOWEN

Date: 14 March 2022

Hire Quotation No: **3668**

Quotation

BOWEN INDUSTRIAL HIRE thanks you for the opportunity to prepare this quotation and in response to your enquiry we are pleased to confirm the following:

1. MATERIAL

Bowen Industrial Hire to supply sufficient material and noted items under Section 3. TOTAL CHARGES and subject to terms supplied with this quotation

INCLUSIONS:

- Erect, Dismantle and Transport (Once Only)
- 7 Bays with deck x 3 Boards wide with 2 board hop ups
- 1 x Stretcher Stair Access 6m

EXCLUSIONS:

- All severe weather preparation and works
- Engineered Drawings
- Site Inductions
- Permits, Exclusion zones and Measures for public protection
- Mesh
- Ground Compaction
- Unloading and Loading
- Patching of Wall Ties
- GST





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2. LABOUR CONDITIONS

This contract has been based on work being performed during Bowen Industrial Hire normal working hours. Penalty rates will apply for work requested outside normal 40 hour working week, this being deemed to be 8 hours per day, Monday to Friday.

- Labour includes initial placement of scaffold boards once only
- Any further movements will be an extra to this Quotation
- All Cranage by others
- Any additional labour, scaffold and transportation requirements will be charged extra to contract price
- All vertical movement-s by cranage supplied by others per level erect and dismantle
- Horizontal movements up to 20 meters by Bowen Industrial Hire
- All traffic management by others
- Consolidation of ground to the leg load requirements of the scaffold by others
- Supply Modular Scaffold as described in quotation.

3. TOTAL CHARGES

Erect, Dismantle and Transport **\$ 10,990.00 *plus GST***

Hire charges per week **\$350.00 *plus GST***

NB. No Retention nor Liquidated Damages have been allowed for in this quotation.

- a) The fixed price/fixed period has been determined on the basis that the hirer only requires the scaffolding equipment for the fixed period specified. If the equipment is not returned by the end of the fixed period, then hire will continue to be charged for the items of equipment on the site. The hire rate will be as stated in Section 3 TOTAL CHARGES if the structure is fully erected or if certain equipment has been returned then the rate will be reduced accordingly, depending on the items of equipment returned from the site. Hire will continue to be charged for equipment on the site until it is returned.





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- b) In the event of this contract terminating for any reason whatsoever, prior to the end of the fixed period there will be no reduction in hire charges. The minimum amount the hirer will pay will be the fixed price.

4. TRANSPORTATION

Supply of transport has been allowed for in the above charges inclusive of a maximum one-hour loading/unloading time. Any additional time taken to complete these works will be charged as an extra to contract at our current rates, in increments of fifteen minutes.

5. LENGTH OF CONTRACT

Minimum hire will be as stated in Section 3 TOTAL CHARGES, commencing on the day of first delivery until cessation of the Contract; or after contract period, one day after notification that the scaffold is no longer required.

6. SHADE CLOTH OR WIRE MESHING

This quotation does not allow for wire meshing or shade cloth except as stated.

7. INDUCTIONS

This quotation does not allow for inductions except as stated.





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8. ALL OTHER MATERIAL AND LABOUR

Please note: all other material and labour not stated in estimate (irrespective of "Division of Workplace Health and Safety" requirements) will be an extra to this quotation.

9. GOODS AND SERVICES TAX (GST)

Goods and Services Tax (GST) applies to all the goods and services provided under this Hire Contract and includes any extra hire, labour, transport, or sundry items deemed contractually binding and payable by the hirer.

10. CREDIT APPROVAL/TERMS OF TRADE

All Quotations are submitted on the clear understanding that they are subject to the customer being approved for credit by our Credit Department and subject to our Terms of Trade.

11. QUOTATION VALIDITY PERIOD

All Prices quoted are valid for 30 days from the date of stated on the quotation.

12. UNRETURNED/DAMAGED EQUIPMENT

Please note that in terms of our standard terms and conditions which are attached to this quotation you are liable for the cost of replacing any unreturned equipment as well as for the cost of replacing or repairing any damaged equipment.

13. OCCUPATIONAL HEALTH AND SAFETY

In accordance with the Australian Standards for scaffolding AS/NZS 1576 and the Australian Guidelines for Scaffolding AS/NZS 4576:2020, the following information is supplied.

1. Only scaffolding couplers supplied by Bowen Industrial Hire should be used when connecting ties or other accessories.
2. Covered by the following load, height, and maximum number of working platforms parameters:





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- a) For a maximum bay size of 1.27 m x 2.44 m the maximum uniformly distributed load per bay is 6.6 KN (673 kg) inclusive of the said uniformly distributed load, a maximum concentrated load of 2 KN (204 kg) per bay is allowed. A maximum of two platforms per bay may each be loaded with the above loads. A bay is the space enclosed by four adjacent standards.
- b) The Transom or member supporting the scaffold planks must span the shorter side of any rectangular bay equal to or smaller than 1.27 m x 2.44 m.
- c) If more than two platforms in a bay are to be decked out, Bowen Industrial Hire must be consulted.

The above scaffold systems with a maximum bay size of 1.27 m x 2.44 m may be erected to a maximum top working deck level of 45 m.

Please note that under the Scaffolding Guidelines, it is not permissible to mix parts from different prefabricated scaffolding systems unless the supplier approves of the mix and gives certain guarantees.

You do not have our approval for mixing our scaffolding systems with any other system not supplied to you by us. If you have your own or you are hiring such systems from other scaffolding companies, then you do not have our approval to mix the scaffolding hired from us with such other scaffolding. If you mix our scaffolding with other scaffolding not supplied by us, we give no guarantee that:

- the components mixed are a compatible size and strength
- the components mixed have compatible deflection characteristics
- the fixing devices are compatible
- the mixing does not lessen the strength, stability, rigidity, or suitability of the scaffold

We only permit mixing of scaffolding systems where the equipment is either supplied by us or has been maintained by us through our quality assurance program.

We take no responsibility whatsoever for any equipment failure where you have mixed our scaffolding with that of others.





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We trust you find this satisfactory to your needs however should you require additional information please do not hesitate to contact the undersigned.

14. PPSA

Special Provisions relating to the Personal Property Securities Act 2009 (Cth) (As Amended)

Company means Bowen Industrial Hire ABN 74 894 230 189

Hirer/Buyer means the entity or person who enters into a contract with the Company for the hire or purchase of Goods.

Goods mean all goods supplied by the Company to the Hirer/Buyer including but not limited to scaffolding and related equipment.

PPSA means the PPS Act and any other legislation and regulations in respect of it and the following words in clause 1 have the respective meanings given to them in the PPS Act: *collateral, financing change statement, financing statement, grantor, interested person, purchase money security interest, register, registration, security agreement, security interest and verification statement.*

PPS Act means the Personal Property Securities Act 2009 (Cth) (as amended).

- 1.1 (a) The Hirer/Buyer consents to the Company effecting and maintaining a registration on the register (in any manner the Company considers appropriate) in relation to any security interest contemplated or constituted by this Hire/Sale Agreement in the Goods and the proceeds arising in respect of any dealing in the Goods and the Hirer/Buyer agrees to sign any documents and provide all assistance and information to the Company as may be necessary or required to facilitate the registration and maintenance of any security interest.
- (b) The Company may at any time register a financing statement or financing change statement in respect of a security interest (including any purchase money security interest).
- (c) The Hirer/Buyer waives the right to receive notice of a verification statement in relation to any registration on the register of a security interest in respect of the Goods (*Section 157(3)(b) of the PPSA*).

1.2. The Hirer/Buyer undertakes to:





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- (a) do anything (in each case, including executing any new document or providing any information) that is required by the Company.
 - (i) so that the Company acquires and maintains one or more perfected security interest under the PPSA in respect of the Goods and its proceeds;
 - (ii) to register a financing statement or financing change statement; and
 - (iii) to ensure that the Company's security position and rights and obligations are not adversely affected by the PPSA.
- (b) not register a financing change statement in respect of a security interest contemplated or constituted by this Hire/Sale Agreement without the Company's prior written consent; and
- (c) 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 Company's prior written consent.

1.3 If Chapter 4 of the PPS Act would otherwise apply to the enforcement of a security interest arising under or in connection with this Hire/Sale Agreement. The following provisions of the PPS Act will not apply, and the Hirer/Buyer will have no rights under them: section 95 (to the extent that it requires the secured party to give notices to the grantor); section 96: section 118 (to the extent that it allows a secured party to give notices to the grantor); section 121(4); section 130; section 132(4); section 135 and section 143.

1.4 Unless otherwise agreed and to the extent permitted by the PPSA the Hirer/Buyer and the Company agree not to disclose information of the kind referred to in section 275(1) of the PPS Act to an interested person, or any other person requested by an interested person. The Hirer/Buyer waives any right it may have, or but for this clause may have had, under section 275(7)(c) of the PPS Act to authorise the disclose of the above information.

1.5 For the purposes of section 20(2) of the PPS Act, the collateral is any Goods which is described in any Hire or Sale Agreement provided by the Company to the Hirer/Buyer from time to time. This Hire/Sale Agreement is a security agreement for the purposes of the PPS Act.

1.6 The Company may apply amounts received in connection with this Hire/Sale Agreement to satisfy obligations secured by a security interest contemplated or





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constituted by this Hire/Sale Agreement in any way it may in the Company's absolute discretion determine.

- 1.7 The Hirer/Buyer agree to notify the Company in writing of any change to its details set out in the Credit Application within 5 days from the date of such change.





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CONTRACT HIRE

GENERAL TERMS AND CONDITIONS

1. Labour at an hourly rate will be available for any extra work required. This hourly rate of \$70.00 plus GST (Time and a Half \$90.00 plus GST, Double Time \$110.00 plus GST) is subject to increase or decrease, by the same amount as contained in Bowen Industrial Hire associated Bowen Industrial Hire Certified Agreement.
2. In the event of any damage to the building as a result of any action by our labour force, this office must be informed immediately, in order that we may inspect such damage before any agreement to rectification costs can be accepted.
3. Material supplied will be delivered to and collected from site by our trucks and it is a condition of supply that sufficient area and time be allocated to enable the efficient use of transport. Any increase in normal transport costs will be charged, accordingly, to your company's account.
4. This contract has been based on suitable ground condition, and that the area to be worked in is cleared prior to the commencement of the scaffold erection.
5. It is the builder's responsibility to obtain permission for entry and erection of all, or part of the scaffolding on the adjoining properties (if applicable).
6. Bowen Industrial Hire request you to permit the inclusion of sufficient number of ties from the scaffold to the building (on which the stability of our scaffold is dependent) and to ensure that the ties, as fixed by us, are not tampered with or removed.
7. Bowen Industrial Hire will not accept responsibility for any alterations carried out by anyone, other than scaffolders authorized by Bowen Industrial Hire, unless prior arrangements have been made with this office.





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8. We must be notified prior to our scaffolders being engaged, for work that is an extra to contract.
9. All materials ordered extra to contract are subject to negotiation.
10. We have not allowed for the submission of notices and permits or bonds relevant to Local Authority, Councils or Division of Accident Prevention.
11. Unless specifically stated otherwise in our scope, this quotation does not allow for hoardings, protective gantries, warning lights, waterproofing, roof protection or any painting of the scaffold as may be required by Workplace Health and Safety. Should any of the above be required, they will be charged as an extra to contract.
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14. The above quotation is subject to the terms and conditions of normal contract hire, set out on the attachment, of which we request you take particular note.





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Assuring you of our best attention always.

Yours sincerely

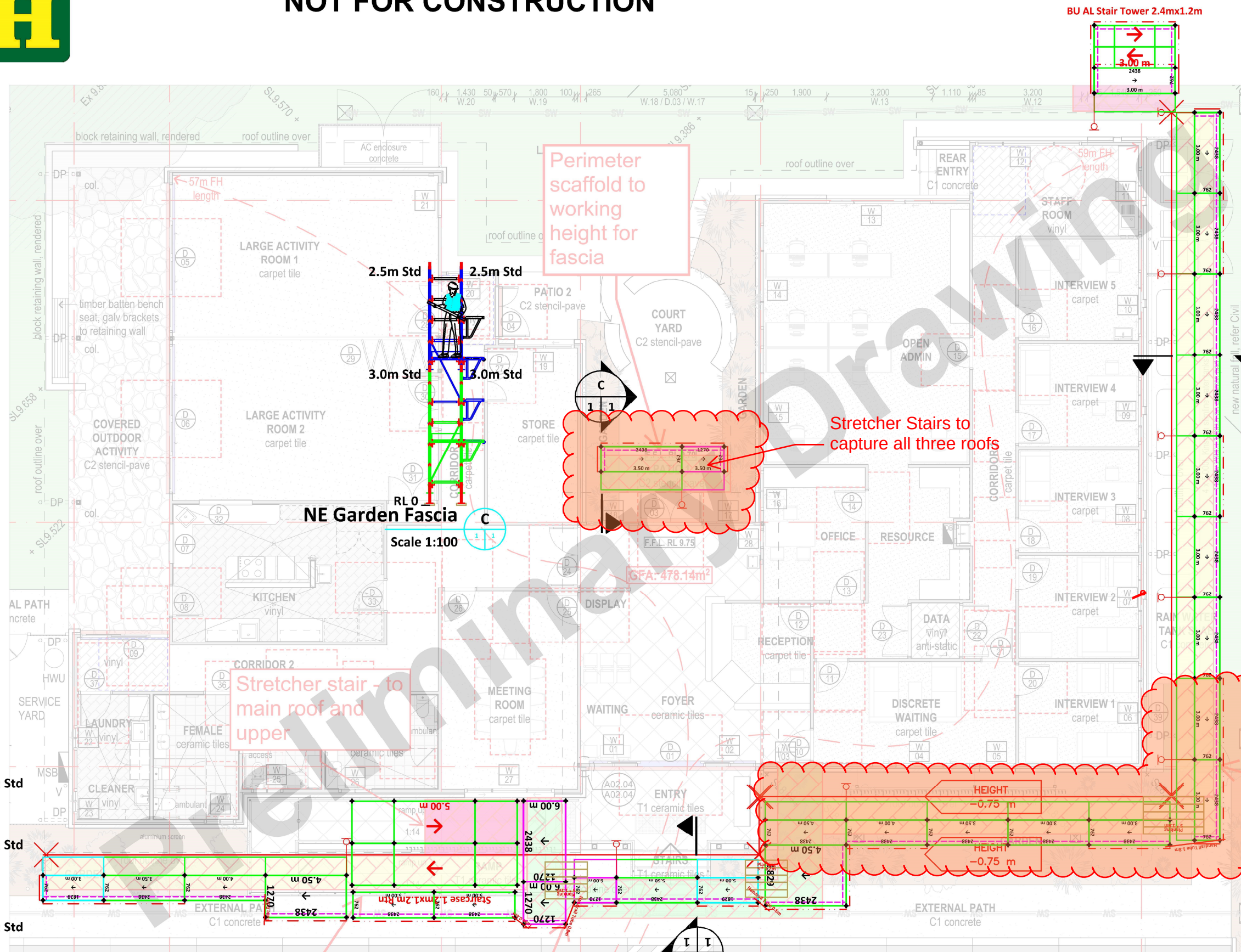
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BOWEN INDUSTRIAL HIRE

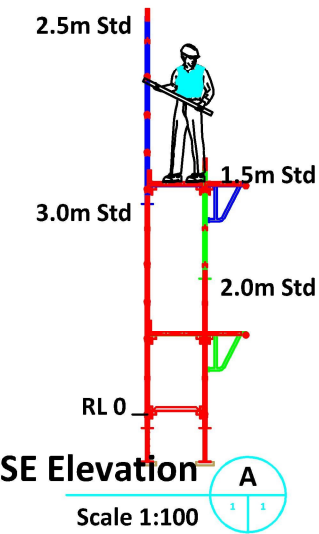




NOT FOR CONSTRUCTION

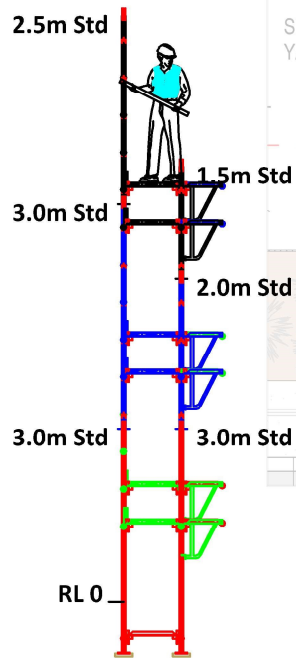


HEIGHT
-0.50 m



Only area to be scaffolded.

HEIGHT
-1.00 m



SW Elevation
Scale 1:100

HEIGHT
-0.50 m

HEIGHT
-0.75 m

HEIGHT
-1.00 m

- * Drawing 1/2 Scaffold Plan
- * Refer Drawing 2/2 for specifications

CLIENT	Woollam Constructions				
PROJECT	Bowen Neighbourhood Centre - 34-38 Gregory Street, Bowen				
SIZE	SCALE	DATE	SHEET	DRAWING No	
A3		24.02.2022	1 of 1	001.24022022	
DRAWN	LAL		CHECKED	CPH SB000328798704	

Appendix 4 – Subcontract Program

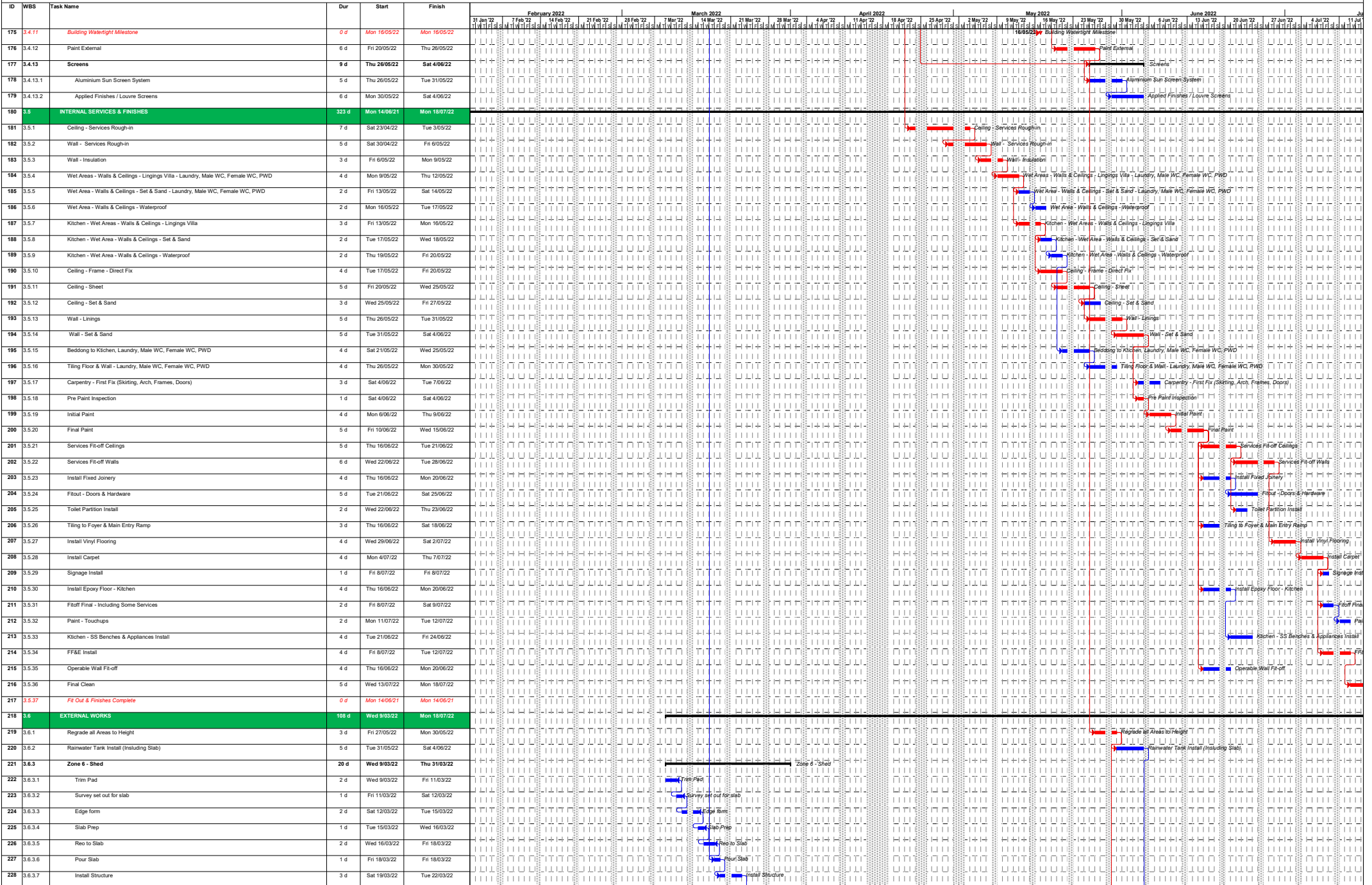
This Appendix is part of the Subcontract and must be interpreted in accordance with the order of precedence set out in the Formal Instrument of Agreement.

Calendar - 5 Days Critical Task Non-critical Milestone Project Summary Summary Split Complete Milestone Progress Baseline Normal Baseline Critical

Print Date : Tue 22/02/22 Page 1 of 3 File: Bowen Neighbourhood Centre Tender Programme



BOWEN NEIGHBOURHOOD CENTRE
DESIGN & CONSTRUCTION TARGET PROGRAMME [REV 1]



Calendar - 5 Days Critical Task Non-critical Milestone Project Summary Summary Split Complete Milestone Progress Baseline Normal Baseline Critical

Print Date : Tue 22/02/22 Page 3 of 3 File: Bowen Neighbourhood Centre Tender Programme

Appendix 5 – Minutes of tender interview meeting

This Appendix is part of the Subcontract and must be interpreted in accordance with the order of precedence set out in the Formal Instrument of Agreement.

Appendix 6 – Deed of Release

This Appendix is part of the Subcontract and must be interpreted in accordance with the order of precedence set out in the Formal Instrument of Agreement.

Between: T F Woollam & Son Pty Ltd

ABN: 94 009 676 064

(Contractor)

AND: [insert name of Subcontractor]

ABN: [insert]

(Subcontractor)

RELEASE & INDEMNITY

This Release & Indemnity relates to a Subcontract between the Contractor and the Subcontractor, being contract number [insert] and dated [insert] with respect to [insert project description].

Pursuant to the Subcontract and in consideration of the Total Payment Due as set out below which has been paid or is to be paid to the Subcontractor, the Subcontractor fully releases and discharges the Contractor and the Principal and their respective employees, consultants and agents from and against all claims, demands and causes of action and proceedings of every kind and nature which the Subcontractor may or might have had or might assert arising directly or indirectly out of any work, services or supply under the Subcontract or in relation to the Subcontract and in accordance with the terms of this Release & Indemnity except for its rights (if any) with respect to amounts (if any) set out below and the exceptions to this Release & Indemnity set out hereunder.

The Subcontractor certifies that its subcontractors, suppliers and all persons who have performed works and/or services (including the supply of goods) in connection with the Subcontract or in relation to the Subcontract whether pursuant to oral agreement, written contract purchase order or otherwise, have been paid in full, and the Subcontractor agrees to furnish to the Contractor upon demand, such evidence of payment thereof as may be reasonably required.

The Subcontractor confirms that the payments made hereunder shall not constitute an acceptance of defective or improper work, services, or supply or relieve the Subcontractor from any of its obligations arising directly or indirectly out of the Subcontract or in relation to the Subcontract.

The Subcontractor further undertakes that in the event that the Contractor or the Principal may in the future be called upon to pay or defend against any liens, claims or demands of any kind arising directly or indirectly out of the Subcontract or in relation to the Subcontract which the Subcontractor is obliged to pay and discharge, the Subcontractor shall indemnify the Contractor and the Principal from and against any such payment or defence, including legal fees on a full indemnity basis and other costs incurred, and will at the request of the Contractor or the Principal and at its own expense, take over and assume such defence and liability for such lien, claim or demand.

FINANCIAL STATUS

The Subcontractor acknowledges that the value of all work, services and supply by the Subcontractor arising out of the Subcontract up to and including the date of this Deed is as follows:

1.	Reconciliation Account	Amount (\$AUD) (excl. GST)
(a)	Original Subcontract Price	\$.....[insert]
(b)	Total of other subcontract adjustments	\$.....[insert]
(c)	Any other adjustments	\$.....[insert]
(d)	TOTAL ADJUSTED SUBCONTRACT PRICE	\$.....[insert]
2.	Payments Due	
(a)	Less total cash security (if any) (including retention moneys but excluding unconditional undertakings e.g. Bank Guarantees)	\$.....[insert]
(b)	Less previous payments	\$.....[insert]
3.	TOTAL BALANCE DUE	\$....[insert]

Release Upon Completion

The Subcontractor acknowledges that:

- (a) \$.....[insert].....(the Total Balance Due as indicated in 3 above);
- (b) \$.....[insert].....(50% of the total cash security described in 2(a) above); and
- (c) 50% of any other security held by the Contractor pursuant to the requirements under the Agreement, are due to the Subcontractor upon the later of the issue of the certificate of Completion under the Main Contract and the receipt by the Contractor of a signed copy of this Deed by the Subcontractor.

Security for Performance—Cash

The Subcontractor agrees that \$.....[insert].....representing 50% of the remaining cash security described in 2(a) above is due for release after the expiration of the Defects Liability Period (under the Subcontract) subject to all minor omissions and minor defects having been rectified to the satisfaction of the Contractor in accordance with the requirements for final completion under the Subcontract.

Executed as a deed poll

Executed for and on behalf of

ACN

ABN

by its duly authorised representative, in the presence of:

.....
Signature of witness

.....
Signature of authorised representative

.....
Print Name

.....
Print Name

Subcontractor Initials

Contractor Initials

This Deed of Release is to be signed by the Subcontractor and returned as a precondition of reaching Substantial Completion, receiving payment and release of security.

Contractor initial

Subcontractor initial

Appendix 7 – Statutory Declaration by Subcontractor

This Appendix is part of the Subcontract and must be interpreted in accordance with the order of precedence set out in the Formal Instrument of Agreement.

Statutory Declaration by Subcontractor
Oaths Act 1867

Queensland
To Wit

I, [insert name] of [insert name of Subcontractor] in the State of Queensland, do solemnly and sincerely declare that, in relation to the Subcontract between T F Woollam & Son Pty Ltd ABN 94 009 676 064 (Contractor) and [insert name of Subcontractor] ABN [insert ABN] (Subcontractor) for [insert name of Subcontract] (Subcontract).

- 1. I hold the position of [insert details].
I am in a position to know the facts contained herein and to bind the Subcontractor by the terms of this declaration, and I am duly authorised by the Subcontractor to make this declaration on its behalf.
- 2. All the Subcontractor’s workers who at any time have been engaged on work under the Subcontract by the Subcontract have been paid, in accordance with the relevant award or industrial instrument, all moneys due and payable to them up to the date of submission by the Subcontractor of Payment Claim No [insert]
- 3. All subcontractors and suppliers of the Subcontractor have been paid all that is due and payable to them up to the date of submission by the Subcontractor of Payment Claim No [insert] in respect of their part of the work under the Subcontract.
- 4. The Subcontractor is solvent and not subject to an act of insolvency stated in clause 23.13 of the Subcontract.

And I make this solemn declaration believing the same to be true and by virtue of the provisions of the Oaths Act 1867 (as amended).

SIGNED AND DECLARED by the abovenamed declarant)
this day of..... 20.....)
at.....)
in the presence of:)
)
.....)

.....

Subcontractor Initials

Contractor Initials

Solicitor/Justice of the Peace/Commissioner for
Declarations

Declarant

Contractor initial

Subcontractor initial

Appendix 8– Legislative Requirements

This Appendix is part of the Subcontract and must be interpreted in accordance with the order of precedence set out in the Formal Instrument of Agreement.

The Subcontractor must satisfy and comply with all Legislative Requirements under this Subcontract including but not limited to the following:

- (a) The Subcontractor must satisfy and comply with (and ensure that the Contractor is not in breach of) all Legislative Requirements relevant to the WUS. For the avoidance of doubt, the Subcontractor will not be relieved of any responsibility to comply with all Legislative Requirements as a result of a variation.
- (b) Immediately upon finding that and any requirement, obligation or term of the Subcontract is inconsistent or noncompliant with or may cause a breach of a Legislative Requirement, the Subcontractor must give the Contractor written notice specifying the nature of the inconsistency or noncompliance or potential breach. The Contractor will direct the Subcontractor as to how the inconsistency or noncompliance or potential breach must be addressed.
- (c) The Subcontractor must give the Contractor copies of documents that it submits to or receives from an Authority (including approvals and other notices) with respect to the WUS, within 2 Business Days after submitting or receiving such documents.
- (d) To the extent permitted by Law, the Subcontractor indemnifies the Contractor against any loss, cost, damage or expense suffered by the Contractor in connection with a failure by the Subcontractor to comply with these obligations.

1. Building Code 2016

The Subcontractor must:

- (a) carry out and complete its obligations under this Subcontract in accordance with the Building Code;
- (b) comply with the Main Contract and all policies, procedures, plans, statements and Directions relating to the Building Code;
- (c) ensure that the activities of its employees, agents or subcontractors comply with the Building Code;
- (d) execute the WUS in such a way that complies with the Building Code; and
- (e) comply with all lawful Directions of the Contractor in connection with the Building Code.

The Building Code is available at: <https://www.legislation.gov.au/Details/F2017C00125> Time and Progress.

2. Privacy

For the purposes of this clause:

- (a) 'Personal Information' has the meaning given to that term in the Privacy Act;
- (b) 'Privacy Act' means the *Privacy Act 1988* (Cth);
- (c) 'Eligible Data Breach' has the meaning given to that term in the Privacy Act; and
- (d) 'Sensitive Information' has the meaning given to that term in the Privacy Act.

In relation to any Personal Information provided or to be provided by the Subcontractor in connection with the WUS (whether as part of a tender or otherwise), the Subcontractor warrants to the Contractor that:

- (e) the Subcontractor has obtained and will obtain the consent of each individual about whom any Sensitive Information is provided; and

Subcontractor Initials

Contractor Initials

- (f) the Subcontractor has or will within the time required by the Privacy Act ensure that each individual about whom any Personal Information is provided has received or will receive a written statement setting out all of the matters required by National Privacy Principal 1.3:
- (i) in relation to disclosure of the Personal Information to the Contractor, any Related Body Corporate of the Contractor, the Contractor's Representative, the Principal and any consultant of the Contractor or Principal requiring the information for the purposes set out in clause 2 of Appendix 17; and
 - (ii) disclosing that the entities referred to in clause 2 of Appendix 17 will use the Personal Information for the purposes of reviewing and assessing matters relevant to the WUS from time to time.

If the Subcontractor becomes aware of an Eligible Data Breach involving information obtained from the Contractor, it:

- (g) must immediately notify the Contractor of the Eligible Data Breach;
- (h) must not notify any other party of the information pertaining to the Eligible Data Breach unless advised by the Contractor to do so;
- (i) must provide the Contractor, at the Subcontractor's cost, with all reasonable assistance required by the Contractor (including access to records, employees and agents of the Subcontractor) for it to investigate the Eligible Data Breach and meet any notification requirements the Contractor may have under the Privacy Act or other Legislative Requirements; and
- (j) will indemnify the Contractor against all damage, expense (including, without limitation, lawyers' fees and expenses on an indemnity basis), loss or liability of any nature suffered or incurred by the Contractor arising out of the Eligible Data Breach.

Without limiting any other provision of this Subcontract (including within this clause), the Subcontractor must comply with the provisions of the Privacy Act in relation to any Personal Information provided to the Subcontractor by the Contractor, any Related Body Corporate of the Contractor, the Contractor's Representative and any consultant of the Contractor.

3. Modern Slavery

- (a) The Subcontractor must ensure that it has reasonable policies and processes in place intended to ensure there is no breach of the Modern Slavery Law taking place with respect to the Works or in any of its operations or supply chains.
- (b) The Subcontractor must:
 - (i) notify the Contractor promptly upon becoming aware of any actual or potential breach of any Modern Slavery Law;
 - (ii) take reasonable steps and provide any information reasonably requested by the Contractor for this purpose and co-operate with the Contractor or any Authority undertaking an investigation into any breach or potential breach of any Modern Slavery Law; and
 - (iii) assist the Contractor in relation to any audit by the Contractor of the Subcontractor including answering questionnaires or providing relevant information in order to ensure compliance by the Subcontractor and/or the Contractor with s.

4. Heavy Vehicle National Law

- (a) The Subcontractor warrants that it is familiar with and has the capacity and resources to comply with the HVNL's where they apply to the Subcontractor.
- (b) The Subcontractor warrants that it will, and will ensure that all secondary subcontractors will, for the duration of the Subcontract, comply with its obligations under the HVNL's and, upon

Contractor initial

Subcontractor initial

- request, provide the Contractor with evidence of such compliance, including transport and journey documentation and data on vehicles and loads.
- (c) The Subcontractor agrees to cooperate with and do all things necessary to assist the Contractor in discharging the Contractor's obligations under the HVNL's to the extent that they apply to the WUS, in particular with respect to the loading and unloading of any goods from a vehicle. The Subcontractor must inspect the loading and unloading facilities before undertaking any loading or unloading and immediately inform the Contractor if it considers there is any non-compliance or that there is any risk of non-compliance with the HVNL's (or other safety issue associated with loading or unloading).
 - (d) The Subcontractor must immediately inform the Contractor upon becoming aware of any non-compliance with the HVNL's by the Contractor, the Subcontractor or any secondary subcontractor. The Subcontractor shall ensure the non-compliance is investigated and shall cooperate with the Contractor in relation to investigation of the non-compliance and, where appropriate, will take steps to ensure
 - (i) the timely rectification of the non-compliance is achieved;
 - (ii) a report is provided to the Contractor outlining, the nature of the non-compliance, how it has been rectified and how the Subcontractor will avoid similar non-compliance in future.
 - (e) To the extent permitted by Law, the Subcontractor acknowledges and agrees that it has full responsibility for all obligations under the HVNLs other than where the Contractor has an obligation regarding loading or unloading at the site and the Subcontractor indemnifies the Contractor for any Claim against or liability of the Contractor arising from a breach of the Subcontractor's obligations under this clause.
 - (f) In this clause, 'HVNLs' means the *Heavy Vehicle National Law Act 2012* (Qld) and *Heavy Vehicle National Law Regulation 2014* (Qld) and any other chain of responsibility legislation that may apply to safety in transport activities or the carriage of goods by road including as to mass, dimension, load restraint, speed fatigue, vehicle standards, roadworthiness and maintenance.

5. Non-Conforming Building Products

- (a) In this clause, capitalised terms (not otherwise defined in the Contract) including but not limited to **'Person in the Chain of Responsibility'**, **'Building Product'**, **'Minister'**, **'Non-conforming Building Product'**, **'Warning Statement'**, **'Required Information'** and **'Recall Order'** each have the respective meanings given to those terms in Part 6AA of the QBCC Act.
- (b) The Subcontractor acknowledges that the Contractor is a person in the Chain of Responsibility, for one or more Building Products in connection with the WUS (**Subcontract Building Product**) and that it has obligations under Part 6AA of the QBCC Act in relation to Non-conforming Building Products and:
 - (i) warrants and must at all times ensure that no Building Products incorporated into the WUS are Non-conforming Building Products or the subject of a Warning Statement issued by the Minister;
 - (ii) must ensure that it, and its Personnel, provide all Required Information for a Building Product incorporated into the WUS to the Contractor within the timeframes requested by the Contractor and in any event prior to incorporation of the Building Product into the Services;
 - (iii) must promptly provide to the Contractor any other information (including appropriate test reports and results) reasonably required by the Contractor in relation to each Building Product to demonstrate the compliance of the WUS with any Legislative Requirement or otherwise demonstrate the suitability of building Product for incorporation into the WUS;

Subcontractor Initials

Contractor Initials

- (iv) must provide the Contractor with copies of all notices (including Warning Statements or Recall Orders) issued and received in relation to the WUS pursuant to the QBCC Act or otherwise to or from the Queensland Building and Construction Commission in relation to a Building Product in connection with the Services within 48 hours of dispatch or receipt by the Contractor of the relevant notice; and
- (v) must notify the Contractor within 48 hours after becoming aware that any Building Product in connection with the Services is a Non-Conforming Building Product.
- (c) If the Subcontractor installs a Building Product without having provided to the Contractor the Required Information, the Contractor will in its sole and absolute discretion be entitled to:
 - (i) request the Required Information from the Subcontractor, in which case the Subcontractor must provide the Required Information as soon as reasonably practicable but in any event within 3 Business Days of the request; and
 - (ii) if the Subcontractor fails to provide the Required Information within that time, direct the Subcontractor to remove the Building Product from the WUS and replace it with a Building Product in respect of which the Required Information has been provided to the Contractor and the cost to the Contractor in doing so will be a debt due and owing from the Subcontractor to the Contractor.
- (d) The Subcontractor acknowledges that:
 - (i) if any Building Product is a Non-Conforming Building Product; or
 - (ii) if a Recall Order (or a Corresponding Recall Order) is issued in relation to a Building Product,

and the Subcontractor cannot provide a solution so that the WUS do not contain a Non-Conforming Building Product to the reasonable satisfaction of the Contractor then the Contractor may (in addition to any other rights and remedies of the Contractor) itself or by others rectify the Services so that no Subcontract Building Product is a Non-Conforming Building Product and the cost to the Contractor in doing so will be a debt due and payable by the Subcontractor to the Contractor.
- (e) The Subcontractor shall, as a precondition to achieving Completion, provide to the Contractor a signed statutory declaration in the form in Appendix 18, confirming that all Required Information has been obtained and provided to the Contractor and that the Subcontractor has ensured, that no Non-conforming Building Products have been specified by the Subcontractor to be installed or incorporated into the Project.

Contractor initial

Subcontractor initial

6. Industrial Relations

The Subcontractor must:

- (i) prior to executing the Subcontract and whenever requested, provide to the Contractor:
 - (A) a copy of any Enterprise Agreement and evidence of approval by the Fair Work Commission applicable to any of the Subcontractor's employees engaged on site or in connection with the Subcontract. The Contractor is not required to provide access to the Site until such satisfactory evidence is provided to it; and
 - (B) evidence of its compliance with;
 - (I) all relevant industrial instruments;
 - (II) all Legislative Requirements with respect to superannuation; and
 - (III) any applicable redundancy schemes;
- (ii) be responsible for and manage all aspects of industrial relations with respect to its employees and workers;
- (iii) ensure that the rates of pay and terms and conditions of employment specified in all relevant industrial instruments and any relevant laws, for all employees and workers engaged by the Subcontractor, are always observed;
- (iv) comply with a request by the Contractor to confirm compliance by sighting any of the Subcontractor's relevant records.
- (v) If the Contractor incurs a delay, loss or damage under the Main Contract as a result of any industrial dispute involving the Subcontractor's employees, workers, agents or secondary subcontractors, the Subcontractor is wholly liable for the delay and any additional cost incurred by the Subcontractor. Any costs, losses, damages or expenses suffered by the Contractor as a result of such delays shall be moneys due and payable from the Subcontractor to the Contractor.
- (vi) The Subcontractor is not entitled to any Claim as a result of any industrial dispute unless it affects works at the Site and is of state-wide application.
- (vii) The Subcontractor indemnifies the Contractor against all costs, losses, damages or expenses suffered by the Contractor arising out of or in connection with a breach of the Subcontractor's obligations under this subclause.
- (viii) The Subcontractor shall ensure that any contracts with secondary subcontractors or supply and consultancy agreements for the WUS contain requirements equivalent to the requirements of this subclause.

Appendix 9 – Notice of end of Defects Liability Period

This Appendix is part of the Subcontract and must be interpreted in accordance with the order of precedence set out in the Formal Instrument of Agreement.



FORM S67NC
NOTICE OF END OF DEFECTS LIABILITY PERIOD

INFORMATION ABOUT THIS FORM

Governing legislation: *Queensland Building and Construction Commission Act 1991 (the Act)* section 67NC.

This notice advises contracted parties when the defects liability period ends and the amount of retentions, if any, proposed to be paid.

This notice must be provided to the contracted party within **10 business days** before the end of the defects liability period, unless

- the defects liability period is for a subcontract and is linked to that of another higher contract and;
- the contracting party for the subcontract is not given notice of the defects liability period for the higher contract to enable notification within the 10 business day period.

In that event, the contracting party for the subcontract must give this notice to the contracted party within **5 business days** of receiving its notice under the higher contract.

1. DETAILS OF BUILDING CONTRACT

[illegible]

2. DEFECTS LIABILITY AND RETENTIONS

2. DEFECTS LIABILITY AND RETENTIONS

	D	D	M	M	Y	Y	Y	Y
Date defects liability ends.			/			/		
Total amount of retention held at date of notice (if any):	\$							
Amount of retention proposed to be paid to the contracted party at the end of the defects liability period (if no amount is required to correct defects in the building work under the contract):	\$							
								(exclusive of GST)
Date retention amount proposed to be paid to contracted party: (where an amount is liable to be paid)								

3. DECLARATION

Note: Failure to provide the required information or intentionally providing misleading information may result in prosecution under the relevant Acts or Regulations.

I declare that the information provided is true and accurate to the best of my knowledge.

Contracting party (or authorised representative) full name																								
Signature																	D D M M Y Y Y Y Date / /							

Appendix 10 – Declaration regarding compliant building products by Subcontractor

This Appendix is part of the Subcontract and must be interpreted in accordance with the order of precedence set out in the Formal Instrument of Agreement.

TO **T F Woollam & Son Pty Ltd** (ABN 94 009 676 064) **(Contractor)**

of 71 Lytton Road, East Brisbane, Queensland 4169

FOR [insert] **(Project)**

I, (Print name)
of (Address) in the State of Queensland, so solemnly and
sincerely declare that, in relation to the Services with T F Woollam & Son Pty Ltd (ABN 94 009 676 064) (The
Contractor) and

..... (The **Subcontractor**)

(Registered Business/Entity Name)

Contract for [insert particulars] ("**the Minor Works Subcontract**")

1. I, (Print name) hold the position of (Director, Partner, Sole Trader etc) for the above named Subcontractor. I am in a position to know the facts contained herein and to bind the Subcontractor by the terms of this declaration and I am duly authorised to make this declaration on its/his behalf.
2. In accordance with Appendix 8 of the Minor Works Subcontract, all Required Information as defined in Part 6AA of the QBCC Act has been obtained and provided to the Contractor and that the Subcontractor has ensured, that no Non-conforming Building Product as defined in Part 6AA of the QBCC Act have been specified for installation or incorporation into the Project.

I make this solemn declaration conscientiously believing the information contained herein to be true and correct.

.....

Signature of the Declarant

.....

Name of Declarant

Subcontractor Initials

Contractor Initials

Contractor initial

Subcontractor initial

LICENCE SEARCH - COMPANY

Issued Pursuant to Section 99 of the Queensland Building and Construction Commission
Act 1991

CURRENT INFORMATION

PARTICULARS	
NAME:	T F WOOLLAM & SON PTY LTD
BUSINESS ADDRESS:	71 LYTTON ROAD EAST BRISBANE QLD 4169
LICENCE NUMBER:	1343
TRADING NAMES:	Woollam Constructions
MR CATEGORY:	Category 7 - Over \$240,000,000
ABN:	94 009 676 064
ACN:	009 676 064

LICENCE CLASS STATUS			
LICENCE CLASS	LICENCE GRADE	CONDITION	STATUS
Builder - Open	Builder Licence	NO	Active

NOTE: Where QBCC has imposed a condition, full particulars are contained within the Licence History Section.

DISCIPLINARY RECORD	
Has the licensee had any of the following:	
QBCC Directions to Rectify Defective Work	NO
QBCC Disciplinary Action	NO
Tribunal Disciplinary Orders	NO
Tribunal Direction Orders	NO
QBCC Initiated Convictions	NO
Infringement Notices Issued	YES
Demerit Points	NO
Exclusions, Disqualifications or Ban	NO

NOMINEE DETAILS - CURRENT				
All licensed companies must have at least one nominee. The Nominee is the person holding the technical qualifications for the company and must hold a licence in their own right.				
Start Date	End Date	Name	Licence No	Address
01 Feb 2000	Current	Percival, Craig Douglas	717035	MACKAY QLD 4740
21 Sep 2001	Current	Bogiatzis, George Luke	717656	East Brisbane QLD 4169

KEY PERSONNEL DETAILS - CURRENT			
Key Personnel includes any Directors and Company Secretaries that have been advised to QBCC by the company.			
Start Date	Name	Position	Address
01 Mar 2000	Bogiatzis, George Luke	Director	East Brisbane QLD 4169
13 Sep 2001	Percival, Craig Douglas	Director	MACKAY QLD 4740
01 Aug 2012	Bogiatzis, George Luke	Secretary	East Brisbane QLD 4169

Disclaimer: QBCC does not warrant information regarding Key Personnel correctly reflects the actual information contained through the Australian Securities and Investment Commission (ASIC). The information listed above only reflects the information recorded on QBCC's register as at the time of printing the search. To find the actual key personnel details of a company QBCC recommends you obtain a company search from ASIC - <http://www.asic.gov.au/asic/asic.nsf>

HISTORY

For a Glossary of Terms used in this section please click [here](#).

Note: The Licence Class history is for the last 10 years only. Refer to Section 102 of the QBCC Act 1991.

LICENCE CLASSES				
Builder - Open				
Licence Class Commencement Date: 30 Aug 2003 (the date the licence class was first approved.)				
Date From	Date To	Type	Status	Reason
30 Aug 2003	Current	Builder Licence	Active	Card Cutover
General Building				

This licence class is NOT Active. All records for this licence class are at least 10 years old and cannot be displayed.

[House Building](#)

This licence class is NOT Active. All records for this licence class are at least 10 years old and cannot be displayed.

MAXIMUM REVENUE FINANCIAL CATEGORY

Category 7 - Over \$240,000,000

The licensee's Maximum Revenue financial category is listed above. Refer to the table below to see a full list of all financial categories.

Please be aware that for licensees in financial categories 1 to 7 their MR will actually be somewhere within the given range. For example, if a licensee has a Maximum Revenue of \$5 million they will show as "Category 2 - \$3,000,001 to \$12,000,000"

Maximum Revenue (MR)

Maximum Revenue is the maximum level of revenue that a licensee can carry out in their financial year. The figure includes all revenue generated by the licensee regardless of where the licensee is located, where the work is carried out, or in which industry the revenue is generated.

MR (Maximum Revenue) is based on the NTA (Net Tangible Assets) of the licensee. Please refer to section 2 of the Minimum Financial requirements. Click [Link](#) to view the Minimum Financial Requirements policy.

Estimated MR (Maximum Revenue)

Certain licence classes are able to estimate their MR because they hold Professional Indemnity Insurance. Please refer to section 10 Professional Indemnity Insurance requirements of the Minimum Financial Requirements. Click [here](#) for more information.

The Maximum Revenue (MR) Financial Categories are listed in the table below:

Financial Category	Maximum Revenue (MR)
SELF CERTIFICATION 1	UP TO \$200,000
SELF CERTIFICATION 2	UP TO \$800,000
CATEGORY 1	\$800,001 - \$3,000,000
CATEGORY 2	\$3,000,001 - \$12,000,000
CATEGORY 3	\$12,000,001 - \$30,000,000
CATEGORY 4	\$30,000,001 - \$60,000,000
CATEGORY 5	\$60,000,001 - \$120,000,000
CATEGORY 6	\$120,000,001 - \$240,000,000
CATEGORY 7	OVER \$240,000,000

CANCELLED LICENSEES pre 1 October 1999

Cancelled licensees who were cancelled before 1 October 1999 do not have any MR history and the results will show 'No Records Exist'.

RECORD OF RESIDENTIAL CONSTRUCTION WORK		
Financial Year	Number of Jobs	Value
2021/2022	214	\$4,856,109.44
2020/2021	521	\$18,995,295.10
2019/2020	28	\$731,408.38
2018/2019	12	\$491,222.60
2017/2018	1	\$10,000.00
2016/2017	2	\$48,000.00
2013/2014	15	\$5,175,857.00
2012/2013	26	\$4,663,760.00
2011/2012	13	\$4,829,052.00
2010/2011	3	\$569,989.20
2009/2010	1	\$106,500.00
2008/2009	2	\$616,000.00
2007/2008	1	\$45,000.00
2006/2007	2	\$19,300.00
2005/2006	32	\$7,501,146.00
2004/2005	3	\$305,300.00
2003/2004	42	\$8,258,583.00
2002/2003	30	\$3,599,468.00
2001/2002	16	\$1,967,050.00
2000/2001	11	\$1,579,000.00
1999/2000	5	\$1,232,000.00
1998/1999	3	\$896,940.00
1997/1998	11	\$1,849,460.00
1996/1997	1	\$106,000.00
1995/1996	53	\$1,111,274.00
1994/1995	14	\$1,036,198.00
1993/1994	38	\$4,266,360.00

1992/1993	29	\$1,955,675.00
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RECORD OF CLAIMS APPROVED UNDER STATUTORY INSURANCE SCHEME

NO RECORD OF CLAIMS APPROVED UNDER THE STATUTORY INSURANCE SCHEME

This section will only apply if the Commission has approved a claim under the Queensland Home Warranty Scheme for work which the licensee paid, or ought to have paid, an insurance premium.

NOTE: This information will be removed from the register five (5) years after the approval was made.

DIRECTIONS TO RECTIFY

QBCC DIRECTIONS TO RECTIFY DEFECTIVE WORK OR REMEDY CONSEQUENTIAL DAMAGE

A Direction is a formal Order issued by QBCC to rectify or complete identified building work or remedy consequential damage.

NO DIRECTIONS RECORDED

Structural directions include defects that may:-

- allow water penetration into a building
- adversely affect the health and/or safety of the occupant
- adversely affect the structural adequacy of the building or
- adversely affect the serviceability, performance or functional use of the building.

Non-structural directions include defects that are not Structural and which:-

- result from a failure by the licensee to meet a reasonable standard of construction and finish; or
- are of a kind that commonly occur during the "settling in" period of a new dwelling.

QBCC is able to direct contractors to rectify defects or remedy consequential damage for 6 years and 6 months from the date of completion of the work.

Complied denotes the licensee has satisfied the requirements of the direction.

NOTE: This information will be removed from the register five (5) years after the direction was issued.

TRIBUNAL DIRECTION ORDERS

NO TRIBUNAL DIRECTION ORDERS

Where a licensee is involved in a building dispute before the Tribunal and the Commission has not already issued a direction to rectify or complete the building work, the Commission is prevented from doing so by the Queensland Civil and Administrative Tribunal Act 2009. The Commission can however seek an order from the Tribunal that it would have been appropriate for it to issue a direction if the Commission considers the building work needs to be urgently rectified or completed.

Information on Tribunal Orders was not recorded on the Public Register prior to 1 July 2001.

NOTE: This information will be removed from the register five (5) years after the direction order was made.

DISCIPLINARY RECORD

QBCC DISCIPLINARY ACTION

NO QBCC DISCIPLINARY ACTION TAKEN

This section will only apply if the Commission has taken disciplinary action against a licensee and the appeal period has lapsed.

TRIBUNAL DISCIPLINARY ORDERS

NO TRIBUNAL DISCIPLINARY ORDERS

This section will only apply if the Tribunal has made an "order" against a licensee as a result of disciplinary proceedings undertaken by the Commission and the appeal period has lapsed.

Information on Tribunal Orders was not recorded on the Public Register prior to 1 July 2001.

NOTE: This information will be removed from the register five (5) years after the order was made.

QBCC INITIATED CONVICTIONS

NO RECORDED OFFENCES

This section only applies where the licensee has been convicted of an offence against the Queensland Building and Construction Commission Act 1991, the Queensland Building Tribunal Act 2000, the Domestic Building Contract Act 2000 or the Queensland Civil and Administrative Tribunal Act 2009.

NOTE: This information will be removed from the register five (5) years after the order was made.

EXCLUSIONS

EXCLUDED COMPANY

NO RECORD OF EXCLUSIONS

An excluded company is a company which has a director, secretary or influential person who is an excluded individual. An excluded individual is a person who is excluded from holding a contractor's, nominee supervisor's or site supervisor's licence, or from running a licensed company, due to an insolvency event.

NOTE: This information will be removed from the register either after ten (10) years, or when the director, secretary, influential person or nominee ceases in the company officer role, whichever is earlier.

PERMANENTLY EXCLUDED COMPANY

NO RECORD OF PERMANENT EXCLUSIONS

A permanently excluded company is an entity which has been excluded twice.

BANNED COMPANY

NO RECORD OF BANS

A company is also banned if it has a banned individual as a director, secretary, influential person or nominee. A banned individual is a person who is excluded from holding a licence for a period of three (3) years for carrying out Tier 1 defective work. Tier 1 defective work is grossly defective work that falls below the standard reasonably expected of a licensed contractor for the type of building work; and either:-

- adversely affects the structural performance of a building to the extent that a person could not reasonably be expected to use the building for the purpose for which it was, or is being erected or constructed; or:-
- is likely to cause the death of, or grievous bodily harm to a person.

An example of tier 1 defective work would be substandard work that requires all or a significant part of a building to be demolished or substantially reconstructed.

If an individual is banned a second time the period of the ban is for the life of the individual.

Information on Tier 1 defective work was not recorded on the Public Register prior to 1 July 2003.

NOTE: This information will be removed from the register after ten (10) years

DISQUALIFIED COMPANY

NO RECORD OF DISQUALIFICATION

A disqualified individual or company is an entity which is excluded from holding a licence for three years for accumulating 30 demerit points or more in a three year period.

INFRINGEMENT NOTICES

INFRINGEMENT NOTICES PAID & DEFAULT CERTIFICATES FOR QBCC OFFENCES

Offence Date	No of Times Offence Committed	Penalty Amount	Infringement No	Offence
20 Apr 2020	1	\$1,334.00	24854	Section 76(1) - A

Infringement notices relate to specific offences under the Queensland Building and Construction Commission Act 1991 (QBCC Act) and the Domestic Building Contracts Act 2000 (DBC Act).

Licensees issued with an infringement notice are required to pay the specified penalty amount within 28 days or elect to have the matter dealt with by a Court. Failure to pay a fine in part or full or elect to have the matter dealt with by a Court will result in a default certificate being registered. Where a licensee elects to have the matter heard by a court the infringement notice will not be recorded here until the matter is determined.

Information on paid Infringement Notices or details of offences where a default certificate has been registered was not recorded on the register prior to 21 December 2007.

NOTE: Records of paid Infringement Notices or default certificates will be removed from the register five (5) years from the date the record was placed on the register or if the infringement notice is withdrawn by the Commission or the enforcement order stops having effect.

DEMERIT POINTS

NO DEMERIT POINTS RECORDED

Demerit points relate to specific offences under the Queensland Building and Construction Commission Act 1991 (QBCC Act) and the Domestic Building Contracts Act 2000 (DBC Act) and unsatisfied judgment debts which relate to payment and contractual obligations. Examples of relevant demerit point offence provisions include:-

- Lack of supervision
- Contracts to be put in writing
- Failure to Rectify Defective Work
- Failure to warn that a contract is a construction management trade contract
- Excess Deposits for domestic contracts
- Variations not in writing

For a full list refer to the QBCC website or relevant legislation.

Varying points ranging from 2 to 10 will be allocated for each demerit point offence and 10 points will be allocated for each unsatisfied judgment debt.

A licensee who accumulates 30 demerit points over a three-year period will face an industry ban for three years. If the licensee returns to the industry and within ten years of the first ban, accumulate 30 demerit points over a further three-year period the penalty will be an industry ban for life.

Information on Demerit Points was not recorded on the Public Register prior to 1 July 2003.

NOTE:

- Demerit points will be removed from the register three (3) years from the date of issue or, for an unsatisfied judgment debt, when the debt is paid.
- QBCC may also suspend or cancel a licence of licensees who fail to pay judgment debts.

CERTIFICATION

The information provided in this certificate correctly reflects details and status of the licensee in the Queensland Building and Construction Commission register at the date and time of printing the certificate.

Authorised Officer: _____

Position: _____

Note: To determine any specific detail contained in the search you may apply in writing to QBCC for access to specific documents under the Right to Information Act 2009 by contacting your nearest QBCC office. A fee and processing time of up to 35 business days applies.

LICENCE SEARCH - COMPANY

Issued Pursuant to Section 99 of the Queensland Building and Construction Commission
Act 1991

CURRENT INFORMATION

PARTICULARS	
NAME:	T F WOOLLAM & SON PTY LTD
BUSINESS ADDRESS:	71 LYTTON ROAD EAST BRISBANE QLD 4169
LICENCE NUMBER:	1343
TRADING NAMES:	Woollam Constructions
MR CATEGORY:	Category 7 - Over \$240,000,000
ABN:	94 009 676 064
ACN:	009 676 064

LICENCE CLASS STATUS			
LICENCE CLASS	LICENCE GRADE	CONDITION	STATUS
Builder - Open	Builder Licence	NO	Active

NOTE: Where QBCC has imposed a condition, full particulars are contained within the Licence History Section.

DISCIPLINARY RECORD	
Has the licensee had any of the following:	
QBCC Directions to Rectify Defective Work	NO
QBCC Disciplinary Action	NO
Tribunal Disciplinary Orders	NO
Tribunal Direction Orders	NO
QBCC Initiated Convictions	NO
Infringement Notices Issued	YES
Demerit Points	NO
Exclusions, Disqualifications or Ban	NO

NOMINEE DETAILS - CURRENT				
All licensed companies must have at least one nominee. The Nominee is the person holding the technical qualifications for the company and must hold a licence in their own right.				
Start Date	End Date	Name	Licence No	Address
01 Feb 2000	Current	Percival, Craig Douglas	717035	MACKAY QLD 4740
21 Sep 2001	Current	Bogiatzis, George Luke	717656	East Brisbane QLD 4169

KEY PERSONNEL DETAILS - CURRENT			
Key Personnel includes any Directors and Company Secretaries that have been advised to QBCC by the company.			
Start Date	Name	Position	Address
01 Mar 2000	Bogiatzis, George Luke	Director	East Brisbane QLD 4169
13 Sep 2001	Percival, Craig Douglas	Director	MACKAY QLD 4740
01 Aug 2012	Bogiatzis, George Luke	Secretary	East Brisbane QLD 4169

Disclaimer: QBCC does not warrant information regarding Key Personnel correctly reflects the actual information contained through the Australian Securities and Investment Commission (ASIC). The information listed above only reflects the information recorded on QBCC's register as at the time of printing the search. To find the actual key personnel details of a company QBCC recommends you obtain a company search from ASIC - <http://www.asic.gov.au/asic/asic.nsf>

HISTORY

For a Glossary of Terms used in this section please click [here](#).

Note: The Licence Class history is for the last 10 years only. Refer to Section 102 of the QBCC Act 1991.

LICENCE CLASSES				
Builder - Open				
Licence Class Commencement Date: 30 Aug 2003 (the date the licence class was first approved.)				
Date From	Date To	Type	Status	Reason
30 Aug 2003	Current	Builder Licence	Active	Card Cutover
General Building				

This licence class is NOT Active. All records for this licence class are at least 10 years old and cannot be displayed.

[House Building](#)

This licence class is NOT Active. All records for this licence class are at least 10 years old and cannot be displayed.

MAXIMUM REVENUE FINANCIAL CATEGORY

Category 7 - Over \$240,000,000

The licensee's Maximum Revenue financial category is listed above. Refer to the table below to see a full list of all financial categories.

Please be aware that for licensees in financial categories 1 to 7 their MR will actually be somewhere within the given range. For example, if a licensee has a Maximum Revenue of \$5 million they will show as "Category 2 - \$3,000,001 to \$12,000,000"

Maximum Revenue (MR)

Maximum Revenue is the maximum level of revenue that a licensee can carry out in their financial year. The figure includes all revenue generated by the licensee regardless of where the licensee is located, where the work is carried out, or in which industry the revenue is generated.

MR (Maximum Revenue) is based on the NTA (Net Tangible Assets) of the licensee. Please refer to section 2 of the Minimum Financial requirements. Click [Link](#) to view the Minimum Financial Requirements policy.

Estimated MR (Maximum Revenue)

Certain licence classes are able to estimate their MR because they hold Professional Indemnity Insurance. Please refer to section 10 Professional Indemnity Insurance requirements of the Minimum Financial Requirements. Click [here](#) for more information.

The Maximum Revenue (MR) Financial Categories are listed in the table below:

Financial Category	Maximum Revenue (MR)
SELF CERTIFICATION 1	UP TO \$200,000
SELF CERTIFICATION 2	UP TO \$800,000
CATEGORY 1	\$800,001 - \$3,000,000
CATEGORY 2	\$3,000,001 - \$12,000,000
CATEGORY 3	\$12,000,001 - \$30,000,000
CATEGORY 4	\$30,000,001 - \$60,000,000
CATEGORY 5	\$60,000,001 - \$120,000,000
CATEGORY 6	\$120,000,001 - \$240,000,000
CATEGORY 7	OVER \$240,000,000

CANCELLED LICENSEES pre 1 October 1999

Cancelled licensees who were cancelled before 1 October 1999 do not have any MR history and the results will show 'No Records Exist'.

RECORD OF RESIDENTIAL CONSTRUCTION WORK		
Financial Year	Number of Jobs	Value
2021/2022	214	\$4,856,109.44
2020/2021	521	\$18,995,295.10
2019/2020	28	\$731,408.38
2018/2019	12	\$491,222.60
2017/2018	1	\$10,000.00
2016/2017	2	\$48,000.00
2013/2014	15	\$5,175,857.00
2012/2013	26	\$4,663,760.00
2011/2012	13	\$4,829,052.00
2010/2011	3	\$569,989.20
2009/2010	1	\$106,500.00
2008/2009	2	\$616,000.00
2007/2008	1	\$45,000.00
2006/2007	2	\$19,300.00
2005/2006	32	\$7,501,146.00
2004/2005	3	\$305,300.00
2003/2004	42	\$8,258,583.00
2002/2003	30	\$3,599,468.00
2001/2002	16	\$1,967,050.00
2000/2001	11	\$1,579,000.00
1999/2000	5	\$1,232,000.00
1998/1999	3	\$896,940.00
1997/1998	11	\$1,849,460.00
1996/1997	1	\$106,000.00
1995/1996	53	\$1,111,274.00
1994/1995	14	\$1,036,198.00
1993/1994	38	\$4,266,360.00

1992/1993	29	\$1,955,675.00
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RECORD OF CLAIMS APPROVED UNDER STATUTORY INSURANCE SCHEME

NO RECORD OF CLAIMS APPROVED UNDER THE STATUTORY INSURANCE SCHEME

This section will only apply if the Commission has approved a claim under the Queensland Home Warranty Scheme for work which the licensee paid, or ought to have paid, an insurance premium.

NOTE: This information will be removed from the register five (5) years after the approval was made.

DIRECTIONS TO RECTIFY

QBCC DIRECTIONS TO RECTIFY DEFECTIVE WORK OR REMEDY CONSEQUENTIAL DAMAGE

A Direction is a formal Order issued by QBCC to rectify or complete identified building work or remedy consequential damage.

NO DIRECTIONS RECORDED

Structural directions include defects that may:-

- allow water penetration into a building
- adversely affect the health and/or safety of the occupant
- adversely affect the structural adequacy of the building or
- adversely affect the serviceability, performance or functional use of the building.

Non-structural directions include defects that are not Structural and which:-

- result from a failure by the licensee to meet a reasonable standard of construction and finish; or
- are of a kind that commonly occur during the "settling in" period of a new dwelling.

QBCC is able to direct contractors to rectify defects or remedy consequential damage for 6 years and 6 months from the date of completion of the work.

Complied denotes the licensee has satisfied the requirements of the direction.

NOTE: This information will be removed from the register five (5) years after the direction was issued.

TRIBUNAL DIRECTION ORDERS

NO TRIBUNAL DIRECTION ORDERS

Where a licensee is involved in a building dispute before the Tribunal and the Commission has not already issued a direction to rectify or complete the building work, the Commission is prevented from doing so by the Queensland Civil and Administrative Tribunal Act 2009. The Commission can however seek an order from the Tribunal that it would have been appropriate for it to issue a direction if the Commission considers the building work needs to be urgently rectified or completed.

Information on Tribunal Orders was not recorded on the Public Register prior to 1 July 2001.

NOTE: This information will be removed from the register five (5) years after the direction order was made.

DISCIPLINARY RECORD

QBCC DISCIPLINARY ACTION

NO QBCC DISCIPLINARY ACTION TAKEN

This section will only apply if the Commission has taken disciplinary action against a licensee and the appeal period has lapsed.

TRIBUNAL DISCIPLINARY ORDERS

NO TRIBUNAL DISCIPLINARY ORDERS

This section will only apply if the Tribunal has made an "order" against a licensee as a result of disciplinary proceedings undertaken by the Commission and the appeal period has lapsed.

Information on Tribunal Orders was not recorded on the Public Register prior to 1 July 2001.

NOTE: This information will be removed from the register five (5) years after the order was made.

QBCC INITIATED CONVICTIONS

NO RECORDED OFFENCES

This section only applies where the licensee has been convicted of an offence against the Queensland Building and Construction Commission Act 1991, the Queensland Building Tribunal Act 2000, the Domestic Building Contract Act 2000 or the Queensland Civil and Administrative Tribunal Act 2009.

NOTE: This information will be removed from the register five (5) years after the order was made.

EXCLUSIONS

EXCLUDED COMPANY

NO RECORD OF EXCLUSIONS

An excluded company is a company which has a director, secretary or influential person who is an excluded individual. An excluded individual is a person who is excluded from holding a contractor's, nominee supervisor's or site supervisor's licence, or from running a licensed company, due to an insolvency event.

NOTE: This information will be removed from the register either after ten (10) years, or when the director, secretary, influential person or nominee ceases in the company officer role, whichever is earlier.

PERMANENTLY EXCLUDED COMPANY

NO RECORD OF PERMANENT EXCLUSIONS

A permanently excluded company is an entity which has been excluded twice.

BANNED COMPANY

NO RECORD OF BANS

A company is also banned if it has a banned individual as a director, secretary, influential person or nominee. A banned individual is a person who is excluded from holding a licence for a period of three (3) years for carrying out Tier 1 defective work. Tier 1 defective work is grossly defective work that falls below the standard reasonably expected of a licensed contractor for the type of building work; and either:-

- adversely affects the structural performance of a building to the extent that a person could not reasonably be expected to use the building for the purpose for which it was, or is being erected or constructed; or:-
- is likely to cause the death of, or grievous bodily harm to a person.

An example of tier 1 defective work would be substandard work that requires all or a significant part of a building to be demolished or substantially reconstructed.

If an individual is banned a second time the period of the ban is for the life of the individual.

Information on Tier 1 defective work was not recorded on the Public Register prior to 1 July 2003.

NOTE: This information will be removed from the register after ten (10) years

DISQUALIFIED COMPANY

NO RECORD OF DISQUALIFICATION

A disqualified individual or company is an entity which is excluded from holding a licence for three years for accumulating 30 demerit points or more in a three year period.

INFRINGEMENT NOTICES

INFRINGEMENT NOTICES PAID & DEFAULT CERTIFICATES FOR QBCC OFFENCES

Offence Date	No of Times Offence Committed	Penalty Amount	Infringement No	Offence
20 Apr 2020	1	\$1,334.00	24854	Section 76(1) - A

Infringement notices relate to specific offences under the Queensland Building and Construction Commission Act 1991 (QBCC Act) and the Domestic Building Contracts Act 2000 (DBC Act).

Licensees issued with an infringement notice are required to pay the specified penalty amount within 28 days or elect to have the matter dealt with by a Court. Failure to pay a fine in part or full or elect to have the matter dealt with by a Court will result in a default certificate being registered. Where a licensee elects to have the matter heard by a court the infringement notice will not be recorded here until the matter is determined.

Information on paid Infringement Notices or details of offences where a default certificate has been registered was not recorded on the register prior to 21 December 2007.

NOTE: Records of paid Infringement Notices or default certificates will be removed from the register five (5) years from the date the record was placed on the register or if the infringement notice is withdrawn by the Commission or the enforcement order stops having effect.

DEMERIT POINTS

NO DEMERIT POINTS RECORDED

Demerit points relate to specific offences under the Queensland Building and Construction Commission Act 1991 (QBCC Act) and the Domestic Building Contracts Act 2000 (DBC Act) and unsatisfied judgment debts which relate to payment and contractual obligations. Examples of relevant demerit point offence provisions include:-

- Lack of supervision
- Contracts to be put in writing
- Failure to Rectify Defective Work
- Failure to warn that a contract is a construction management trade contract
- Excess Deposits for domestic contracts
- Variations not in writing

For a full list refer to the QBCC website or relevant legislation.

Varying points ranging from 2 to 10 will be allocated for each demerit point offence and 10 points will be allocated for each unsatisfied judgment debt.

A licensee who accumulates 30 demerit points over a three-year period will face an industry ban for three years. If the licensee returns to the industry and within ten years of the first ban, accumulate 30 demerit points over a further three-year period the penalty will be an industry ban for life.

Information on Demerit Points was not recorded on the Public Register prior to 1 July 2003.

NOTE:

- Demerit points will be removed from the register three (3) years from the date of issue or, for an unsatisfied judgment debt, when the debt is paid.
- QBCC may also suspend or cancel a licence of licensees who fail to pay judgment debts.

CERTIFICATION

The information provided in this certificate correctly reflects details and status of the licensee in the Queensland Building and Construction Commission register at the date and time of printing the certificate.

Authorised Officer: _____

Position: _____

Note: To determine any specific detail contained in the search you may apply in writing to QBCC for access to specific documents under the Right to Information Act 2009 by contacting your nearest QBCC office. A fee and processing time of up to 35 business days applies.