

Deed between FAL Construction Group (NSW) Pty Ltd and The Falcone Family Trust (ABN 25 052 278 692) and (ABN).

<p>The Works</p> <p>1 The Works must be carried out by the Contractor:</p> <p>in a proper, workmanlike and professional manner (and the Contractor will, where relevant, have the appropriate professional qualifications and membership of appropriate professional associations);</p> <p>using suitable new materials;</p> <p>in a manner mindful of minimising noise, rubbish and in compliance with any other site conditions specified by the Principal;</p> <p>in accordance with all relevant codes, standards and specifications that the Works are required to comply with under any law;</p> <p>to the complete satisfaction of the Principal in accordance with the Specifications and the provisions of this document.</p> <p>2 The Contractor must:</p> <p>notify the Principal of any and all matters relating to its execution of the work under this document which could have a material impact on the Contractor's ability to execute the Works;</p> <p>carry out any written instruction the Principal gives to the Contractor relating to any aspect of the Works;</p> <p>ensure all plant & equipment used in the execution of their contract, whether it be their own or hired, is serviced and maintained and produce the service records where requested by the Principal;</p> <p>attend any meeting required by the Principal and participate in Site induction training provided by the Principal;</p> <p>notify the Principal of any industrial disputes connected with the Works;</p> <p>cooperate with any other contractors on Site or working on the Project;</p> <p>comply with the sustainability management plan as notified by the Principal from time to time; and</p> <p>where the Works include Design services:</p> <p>a) certify that its designs meet the requirements of the Head Contract; and</p> <p>b) sign the consultant's certificate at Schedule 4 when requested to do so by the Principal.</p> <p>Warranties and quality</p> <p>3 The Contractor must assign or novate all warranties provided or available to it from subcontractors and suppliers for the Works to the Client if so instructed by the Principal. Such warranties must extend for at least the Defects Liability Period or such longer period specified by the Principal or the Client.</p> <p>4 If required by the Principal, the Contractor must execute the Subcontractor Warranty Deed at Schedule 3.</p> <p>5 The Contractor must make available to the Principal and the Client its quality system, for the purposes of monitoring and quality auditing.</p> <p>Time and variations</p> <p>6 The Contractor must do the following:</p> <p>commence the Works on the Commencement Date, and</p> <p>perform the work under this document diligently and expeditiously so as to complete the Works by the Completion date, which is subject to adjustment in accordance with clause 7.</p> <p>7 The Principal may in its absolute discretion, by notice in writing at any time to the Contractor, suspend the Works or extend the Completion Date.</p> <p>8 The Contractor agrees not to claim any additional time, cost, expense, loss or damage from the Principal in respect of complying with any extended Completion Date.</p> <p>9 If the Works are delayed by any cause, the Contractor must, within three days of the cause of delay arising, notify the Principal in writing of the:</p> <p>cause of the delay; and</p> <p>the anticipated delay to completion of the Works.</p> <p>The Principal has the sole discretion to grant an extension of time to the Completion Date.</p>	<p>10 The Principal may direct the Contractor to increase, decrease or omit any part of the work under the contract.</p> <p>a) The variation directed or approved by the Principal shall be valued using the following in priority order:</p> <p>i) The Principal and Contractor agree upon a price, typically itemised, in the original contract cost break down;</p> <p>ii) If i) does not apply, if the contract prescribes specific rates or prices to be applied in determining the value, those rates or prices shall be used;</p> <p>iii) If i) or ii) does not apply, the rates or prices in a schedule of rates shall be used to the extent that it is reasonable to use them;</p> <p>iv) If i) or ii) or iii) does not apply, reasonable industry rates or prices from Rawlinsons Construction Cost Guide or similar shall be used</p> <p>b) For the purposes of a valuation, the amount shall include a reasonable amount for overheads but shall not include profit or loss of profit.</p> <p>11 The Principal may direct the Contractor to accelerate the work under the Contract for any reason including as an alternative to granting an extension of time to the date for practical completion.</p> <p>The Principal may withdraw an acceleration direction at any time before the Contractor commences to accelerate the work under the Contract.</p> <p>Upon receipt of an acceleration direction, the Contractor must forthwith provide to the Principal the following information:</p> <p>a) Details of additional labour and construction plant which the Contractor considers will be required to comply with the direction either in its own right or through subcontractors;</p> <p>b) An estimate of the hours of work which will be required to be performed by the Contractor outside the working hours or the working days defined in this Contract to enable the Contractor to comply with the direction;</p> <p>c) Details of additional supervision which the Contractor will be required to provide to comply with the direction;</p> <p>d) The Contractor's estimate of the extra costs and expenses which it may reasonably incur in complying with the direction.</p> <p>The Contractor will be entitled to all extra costs necessarily and reasonably incurred by the Contractor in complying with an acceleration direction except where the direction was issued as a consequence of an act, default or omission of the Contractor.</p> <p>12 The Contractor is only entitled to claim additional costs and/or time for a variation where such cost and/or time consequences are authorised in writing by the Principal. The price for any variation may be added to or deducted from the Works Value.</p> <p>Payment</p> <p>13 The Principal will pay the Contractor the Works Value in instalments as the Contractor completes parts of the Works. The Contractor must submit claims for payment at the Dates for Payment Claims or on achievement of the Milestones stated in Schedule 1. The project will be closed 60 days after practical completion and no further progress claims will be processed.</p> <p>14 <u>Payment will only be made by the Principal 30 days after the invoice close off period (15th of the month) of the payment claim, if each of the following has occurred:</u></p> <p><u>the Contractor has forwarded an ORIGINAL Payment Claim accompanied by:</u></p> <p>a) the relevant confirmation of completed works by the Site Foreman; and</p> <p>b) A signed Statutory Declaration; and</p>
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the Principal holds:

- a) a copy of the Contractor's certificate of currency for Public Liability; and
- b) current relevant Contractor superannuation details including a signed declaration stating the Contractor's company name, number of employees, and that all superannuation has been paid for these employees, and

the Contractor is not in substantial breach of this document;

the part of the Works for which the claim is made complies with this document; and

the Contractor has complied with its obligations under clause 24.

15 At any time the Principal may by giving the Contractor prior written notice, set off any of the following amounts against any amount the Principal owes the Contractor:

an amount the Contractor is required to pay under this document; and

costs the Principal incurs by doing something the Contractor is required to do, but has not done, in accordance with this document.

Certificates

16 The Principal will, within 14 days after receiving a Payment Claim, issue to the Contractor:

a progress certificate evidencing the Principal's opinion of the moneys due from the Principal to the Contractor, or from the Contractor to the Principal, pursuant to the Payment Claim and reasons for any difference; and

a certificate evidencing the Principal's assessment of retention monies and monies due from the Contractor to the Principal pursuant to the Contract.

Retention

17 The Principal is entitled to retain retention monies from the Contractor's Payment Claims in accordance with Schedule 1.

18 Upon the issue by the Principal of a certificate that Completion has been achieved the Principal's entitlement to retention monies will be reduced by the percentage in Schedule 1 and the reduction shall be released and returned to the Contractor within 21 days of the issue of that certificate.

19 At the end of the Defects Liability Period the balance of the retention monies shall be released and returned to the Contractor within 21 days of the end of the Defects Liability Period.

Security of Payment

20 'Security of Payment Act' means the Building and Construction Industry Security of Payment Act 1999 (NSW) as amended.

21 The Contractor must promptly give the Principal a copy of any notice the Contractor receives from another person under section 15, 16 or 27 of the Security of Payment Act. The Contractor must also notify the Principal if it intends to exercise a statutory lien under section 11(3) of the Security of Payment Act.

GST and Taxes

22 A party must pay GST on a Taxable Supply made to it under this document, in addition to any consideration (excluding GST) that is payable for that Taxable Supply. It must do so at the same time and in the same way as it is required to pay the consideration for the Taxable Supply.

23 A party making a Taxable Supply to another party under this document must issue a Tax Invoice to the other party, setting out the amount of GST payable by that other party.

24 'Taxable Supply' and 'Tax invoice' have the meanings attributed to those terms in A New Tax System (Goods and Services Tax) Act 1999 (Cth) as amended.

Insurance

25 Before commencing the Works, the Contractor must arrange the following types of insurance and give the Principal satisfactory evidence in the form of certificates of currency, that the following insurance has been effected:

workers' compensation and employer's liability insurance for any of the Contractor's employees or anyone else treated as an employee of the

Contractor under any legislation;

motor vehicle third party bodily injury and property damage liability insurance in respect of all vehicles to be used by the Contractor in respect of the Works;

public liability insurance in respect of personal injury, death or property damage arising out of the Works; and

loss or damage to the Works resulting from any cause.

26 The insurance obtained by the Contractor under clause 25 must be for the amounts stated in Schedule 1. Both the insurers and terms of insurance must be approved by the Principal. The Contractor must maintain all insurances for the period stated in Schedule 1.

27 The Contractor must inform the Principal in writing of any occurrence that may give rise to a claim under an insurance policy required in clause 25 and must provide further evidence of insurance upon request by the Principal.

Indemnity

28 The Contractor continually indemnifies the Principal against each of the following liabilities arising as a result of the Contractor's negligence or a breach by the Contractor of this document:

liability in respect of personal injury, death or property damage arising out of the works; and

liability for any losses, costs, expenses or damages incurred by the Principal, including (without limitation) liability as a result of:

- a) industrial disputes occurring which were caused or contributed to by the Contractor;
- b) a failure by the Contractor to comply with the Security of Payment Act;
- c) any infringement of any intellectual property right; and
- d) pollution or damage to the environment comprising and surrounding the Site.

Documents

29 The Contractor is deemed to have examined this document, obtained all other information necessary to complete the Works, determined the nature and extent of the Works and assessed the amounts of temporary work, materials, labour and plant necessary to complete the Works, prior to executing this document.

30 The accuracy of any documentation relating to quantities or dimensions provided by the Principal to the Contractor is not guaranteed and is indicative only.

31 If the Contractor finds any inconsistency in or between the documents comprising this document, the Contractor must notify the Principal in writing as soon as possible and the Principal will direct the Contractor as to the resolution of the inconsistency.

32 The Contractor must give the Principal any warranties, guarantees, operating manuals, maintenance manuals or 'as-built' drawings requested by the Principal in a format acceptable to, and by the times directed by the Principal.

33 The Principal's approval of any documents supplied by the Contractor will not relieve the Contractor of the responsibility for those documents.

34 The Contractor must not, without prior written approval of the Principal, disclose or give to any person any confidential information.

35 The Contractor must not disclose any information concerning the project for distribution through any communications media without the Principal's prior written consent.

Intellectual property and moral rights

36 Copyright and all other intellectual property in all designs, drawings and other documents prepared or provided by the Contractor for the purpose of the Works will vest in the Principal. To the extent that any third party is the owner of intellectual property in any part of the Works, the Contractor will provide an irrevocable, fully assignable, royalty-free licence for the Principal for use of that intellectual property in relation to the Works.

37 The Contractor agrees to procure the irrevocable consent of its employees, subcontractors and agents to waive any and all moral rights that those individuals may have, presently or in the future, arising from the intellectual property assigned to the Principal under clause 36, including by procuring the execution of any moral rights consent required by the Principal.

38 The Contractor warrants that any other design, materials, documents and methods of working, each provided by or on behalf of the Contractor, will not infringe any intellectual property right.

39 The Contractor must inform the Principal immediately upon becoming aware of any infringement or threatened infringement of any intellectual property right owned or used by the Principal.

Completion

40 'Completion of the Works' means when each of the following has occurred:

the Works are completed, except for minor omissions and defects (which are expressly approved by the Principal);

any tests, commissioning and statutory approvals required by this document have been carried out and passed;

all documents, warranties and other information required by the Principal have been provided; and

any other requirements for completion set out in the Schedule have been completed.

41 The Contractor must clean up all debris and leave the Site neat and tidy to the approval of the Principal upon Completion of the Works.

Damage and defects

42 If any defects or damage are caused by materials supplied by the Contractor or work undertaken by the Contractor, the Contractor must rectify them at the Contractor's expense within the time instructed by the Principal. The Contractor must promptly make good any defect in the Works notified to it by the Principal within the Defects Liability Period.

43 Failure to do so will result in the Principal making good such defects or damage and the cost of doing so becomes a debt due from the Contractor to the Principal.

Contractor's personnel

44 The Principal will notify the Contractor of the working hours and working days on the Site.

45 The Principal may, at any time during the Works, remove or exclude from the Site or direct the Contractor to remove or exclude from the Site, any person the Principal considers may adversely affect the Works. The Contractor must promptly comply with any direction given under this clause.

46 The Contractor must comply with its legal obligations relating to compensation for injury, illness or death of its personnel.

Workplace Health & Safety (WHS)

47 The Contractor shall identify, document and comply with all WHS laws and regulations, approvals, licenses and permits which are applicable to the work site and shall conduct its activities in a manner consistent with the Principal's policies, standards, guidelines, procedures and permits.

48 The Contractor shall keep accurate, current and legible evidence to prove compliance with these WHS requirements and at the request of the Principal produce documentary and other evidence to prove such compliance.

49 The Contractor warrants that it is and its personnel are familiar with all WHS legislative requirements applicable to all work undertaken and shall comply with these requirements fully. The governing key legislation includes:

- a) Work Health and Safety Act 2011
- b) Work Health and Safety Regulations 2011
- c) Approved Industry Codes of Practice which support WHS legislation
- d) Relevant Australian Standards which are developed by regulating bodies such as Standards Australia and Safe Work Australia
- e) Protection of the Environment Operations Act 1997
- f) Workplace Injury Management and Workers Compensation Act 1998

50 All Contractors engaged to perform work on the Principals projects are required, as part of their contract, to comply with the Principals WHS program and to observe directions on WHS from the Principal.

51 Failure to comply or observe a direction is considered a breach of contract and is sufficient grounds for termination of the contract.

Damages

52 If the Contractor fails to complete the Works by the Completion Date, the Contractor will be indebted to the Principal for:

50.1 extra costs incurred by the Principal for extended overheads and other damages, excluding damages referred to in clause 50.2; and

50.2 if the failure by the Contractor causes the Principal to be in breach of the Head Contract, damages whether liquidated or otherwise which the Principal thereby becomes liable to pay the Client.

53 The Contractor's indebtedness under Clause 50.1 will be liquidated and the Contractor must pay the Principal Liquidated Damages at the rate stated in Schedule 1 for every day after the Date of Completion to and including the Date of Completion or the date that this document is terminated under clause 56, whichever first occurs.

54 The Contractor's indebtedness under clause 50.2 is not included in the liquidated damages applicable to clause 50.1

Dispute resolution

55 If a dispute arises under this document, either party may at any time give written notice to the other requesting that a settlement meeting take place. Senior representatives of each party (who have authority to settle the dispute) must meet within seven days of the notice and endeavour to resolve the dispute in good faith.

56 A party is free to pursue its rights at law if one of the following has occurred:

the settlement meeting does not take place; or

after seven days of the settlement meeting, the dispute remains unresolved.

57 Despite the existence of a dispute, the Contractor must continue to carry out the Works in accordance with this document.

Default and termination

58 If, in the Principal's opinion any of the following occurs, the Principal is entitled to terminate this document or take over all or part of the Works by giving written notice to the Contractor;

the Head Contract is terminated for any reason;

the Contractor delays the Works without reasonable cause prior to Completion of the Works being achieved;

the Contractor fails to replace defective work or unsatisfactory materials;

the Contractor breaches a term of this document and does not remedy that breach within three days of notice being given by the Principal setting out the nature of the breach; or

the Contractor is issued with OH&S improvement notices

the Contractor has not proceeded with the Works competently or with reasonable diligence.

59 If the Principal terminates this document or takes over all or any part of the Works, the Principal may employ other people to carry out all or part of the Works at the Contractor's expense, and, at no cost to the Principal, any materials, plant or equipment owned by the Contractor may be used by the Principal in completing the works.

Bar on claims

60 The Contractor will not have any right to make a claim for money against the Principal arising out of the Works or this document unless the Contractor gives to the Principal both the following:

written notice not later than seven day after the first occurrence of the circumstances on which the claim is based that it intends to make a claim, and

further written notice within seven days of the first notice providing detailed particulars of the basis for and the quantification of the claim.



Assignment and Novation

61 The Contractor must not assign or subcontract any part of this document or the Works without the Principal's written consent which may be conditional. The Principal's consent to any assignment by the Contractor will not relieve the Contractor from any of its obligations

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under this document or impose any liability upon the Principal to an assignee.

If the Principal notifies the Contractor that the Head Contract has been terminated, the Contractor must promptly agree to the novation of this Deed from the Principal to the Client on those terms prescribed by the Client.

Executed as a Deed on ____/____/____

Executed by **FAL Construction Group (NSW) Pty Ltd**
off The Falcone Family Trust (ABN 25 052 278 692)
Acting by the following persons

.....
Signature

.....
Name (print)

Executed by
(ABN)

By executing this deed the signatory warrants that the signatory is duly authorised to execute this deed on behalf of the contractor

.....
Signature

.....
Name (print)

Schedule 1

Project (Project):
Project Address (Site):
Works:
Commencement Date: or as per the adjusted site program

Completion Date: or as per the adjusted site program

Works Value (excluding GST): \$ plus GST

Date(s) of Payment Claim: One invoice per month
To be lodged on the 15th of the month

Insurance Amounts:

- Public liability \$10 million

Defects Liability Period: 12 months after Practical Completion under the Head Contract

Daily rate of Liquidated Damages: \$2,500 per day

Retention Monies 10% of all progress claims until 5% of total contract

Retention Reduction Amounts:

- Upon the issue of the certificate of Practical completion 50% of the retention
- At the end of the defects liability Period Balance of retention

Principal's Details:
(Principal)
Name and ABN:

FAL Construction Group (NSW) Pty Ltd atf The Falcone Family Trust ABN: 25 052 278 692

Address:

1 Harris Road, Dural NSW 2158 (Postal – PO Box 517, Round Corner NSW 2158)

Telephone:

(02) 9651 2955

Fax:

(02) 9651 2833

Site Foreman:
Project Manager:
Contractor's Details:
(Contractor)
Name and ABN:

(ABN)

Address:
Contact:
Telephone:

(02)

Fax:

(02)

Client:
(Client)
Name:
Head Contract:

means the contract between the Principal and the Client dated for the construction services at.

Additional Requirements for Completion of the Work:
Annexure A

General Conditions of Work

Annexure B

Scope of Works

Annexure C

Document Register & Site Program

Annexure D

Contractors quotation

Annexure E

Contractor Insurances, ABN & Licence Details

Annexure F

Contractors OH&S Documents

Annexure A – General Conditions of Work

Project:

1. General Items

- 1.1 This is a lump sum/schedule of rates contract including all works, labour, plant, material or equipment requirements not specifically mentioned in the specification and/or scope of works, but are necessary for the proper and complete performance and installation of the works and intended operation as required and specified herein, shall be deemed to be included in the tenderers tender offer.
- 1.2 The contractor has allowed to provide all plant (including hired plant) to complete trade works.
- 1.3 The contractor acknowledges that they have been invited to enter into this contract on the basis of their represented skills and capacity and without limited the generality of any other provision herein contained or implied, the contractor acknowledges and agrees that it is essential for the principal and the client that the works be completed in a final form in accordance with the plans and specifications to the high standards required by the principal and the client and within the contract time or adjusted contract time agreed for their completion.

2. Prior to the Commencement of Works

- 2.1 Prior to commencement of works the contractor must provide the principal with the following documents:
- a) A safe work method statement ("SWMS") prepared in accordance with the prevailing WorkCover Guidelines that addresses safety and environmental issues and includes a risk analysis report
 - b) Employment details of each employee of the contractor who will be performing works on the site in accordance with the principal's employee register form.
 - c) All applicable WorkCover Competency Certificates for each employee of the contractor including, but not limited to, copies of their General Induction Training Certificates.
 - d) Certificates of currency for all insurances the contractor is required to effect under this contract, including but not limited to public liability and workers compensation insurance.
 - e) Registration, servicing and maintenance documentation including log books for all plant and equipment required by WorkCover or any other relevant Authority or legislation, including but not limited to all occupational health and safety regulations.
 - f) Materials Safety Data Sheets ("MSDS") for all products and chemicals to be used in the performance of the Works and
- 2.2 If the contractor fails to provide the SWMS in respect of their works, on execution of this contract the principal is entitled to engage an external consultant without prior notice to the contractor to prepare the SWMS in consultation with the contractor and the costs (\$150 per SWMS) thereby incurred will be a debt due by the contractor to the principal, which the principal may set off against any amount otherwise due or which becomes due to the contractor from the principal.

3. Contractor's workers/employees

- 3.1 Prior to commencing any work on the site, the contractor's workers/employees must:
- a) be issued with a copy of the SWMS
 - b) read and sign off the SWMS as read and understood
 - c) undertake Site Induction
- 3.2 The contractor acknowledges and agrees that the contract sum includes for compliance with all relevant Industry Awards and any applicable Enterprise Bargaining Agreements or Project Productivity Agreements.

4. Project Supervision, Co-ordination and Performance

- 4.1 The contractor must provide a full time project supervisor/foreman who will be responsible for the co-ordination of Works with other trades, taking and receiving instructions from the principal and who is authorised to bind the contractor.
- 4.2 The contractor must co-ordinate with all other contractors and consultants on the project in the execution of the Works.
- 4.3 The contractor is responsible for all surveying and setting out required for the Works. The principal will only supply a single gridline in each direction (north and south) and a datum point on each level (or in each distinct and relevant area where necessary).
- 4.4 Unless otherwise stipulated in this contract, the contractor must provide at its own expense everything necessary for the proper execution and completion of Works and for the proper performance by the contractor of its obligations under this contract (including all BCA requirements).
- 4.5 The contractor must ensure that all materials are delivered to site free of defects. The principal is entitled to reject any faulty materials delivered to site and the contractor must replace these items with suitable materials at its own cost.
- 4.6 The contractor must ensure that any and all defective works are rectified within three (3) days. If defective works are not rectified within this timeframe as directed by the principal, any delays and the cost of others performing the works will be borne by the contractor.
- 4.7 The contractor must make itself completely aware of all surfaces. Upon commencement of works by the contractor in a particular area, the contractor is deemed to have accepted all sub-surfaces in that area and any rectification costs, delays or other costs incurred in respect of the condition of the surfaces or sub-surfaces must be borne by the contractor.

5. Programming

- 5.1 The contractor must complete works in accordance with the construction program as reviewed or amended from time to time.
- 5.2 The contractor acknowledges and agrees that the contract sum includes, and the contractor has allowed for, any and all out of sequence works including ensuring that adequate resources and materials will be available to ensure the construction program is maintained. Any costs or delays associated with materials and or labour not being available are at the risk of the contractor.
- 5.3 The principal does not guarantee the continuity of works.

6. Services and Facilities

- 6.1 In addition to all other clauses, the contractor is responsible for the following:
- a) the provision of all personal protection equipment, all plant equipment and tools (including hired plant, equipment or tools) and any scaffolding, or stair/ladder access necessary for works to be safely undertaken;
 - b) training not otherwise provided for in the SWMS
 - c) the delivery to and secure storage on site and insurance of all materials, plant, tools and equipment at the locations allocated by the principal
 - d) horizontal and vertical movement of equipment and materials including loading in and out of loading platforms and man and materials hoists
 - e) task lighting
 - f) traffic control and management
 - g) the maintenance of hoardings, gantries and footpath crossovers.
- 6.2 Services for facilities for which the principal is responsible or such other services or facilities which the principal may provide, will be provided on a non exclusive shared basis and the contractor must comply with the principal's planning schedules in respect of their use.

7. Access to the Site

- 7.1 The contractor will only access the site in accordance with the instructions of the principal's Project Manager.
- 7.2 Parking is not permitted on the site without the prior approval of the principal's Project Manager and subject to the contractor complying with all local regulations and requirements.
- 7.3 The loading and unloading of materials is permitted only within the confines of the site and must be notified to and approved by the principal's site foreman 48 hours in advance.

8. Protection of Works, People, Property and Materials

- 8.1 The contractor is responsible for the protection of works and for any adjoining trades. If the contractor damages any work or materials of other trades on site, the principal may rectify such damage or replace the damaged materials without notice to the contractor and the cost will be a debt due to the principal by the contractor which the principal may set off against any amount otherwise owing to the contractor.
- 8.2 The contractor is responsible and must allow for the protection of all materials brought on site by the contractor prior to, during and after installation until the contractor's Practical Completion, including the removal and disposal of protection materials on completion.
- 8.3 Without limiting the generality of the contractor's obligations under this contract and scope of works, the contractor must provide the following at its own cost and at its own risk unless expressly stated otherwise, elsewhere in this contract:
- a) Barricades, guards, fencing, warning signs, lighting, traffic control including traffic flagging, removal of obstructions and protection of services;
 - b) Ladders, scaffolding (not perimeter scaffold) or stair access as required, fully qualified WorkCover licensed and or ticketed operators including but not limited to the operators of all plant, machinery, hoists and all scaffold or other equipment and copies of such licences, permits or tickets must be submitted to the principal's site foreman prior to the first commencement of such work by the operator on site;
 - c) Lighting and electrical leads, lead stands and hangers;
 - d) All appropriate safety gear and equipment for employees/workers of the contractor including but not limited to goggles, ear muffs, hard hats, gloves, boots, other protective clothing and like equipment;
 - e) Monthly tagging of all power tools and electrical leads;
 - f) Vertical and horizontal movement and transport of the contractors materials, employees, contractors and agents.
- 8.4 The contractor must not use asbestos or materials that contain asbestos in or around the site.
- 8.5 The contractor must take all proper precautions to keep all poisons and other hazardous or injurious substances secured against access by unauthorised persons, children or animals.
- 8.6 All poisonous, hazardous or other injurious substances brought on site must be properly labelled and kept in sealed containers at all times unless their opening is necessary for the execution of works.
- 8.7 The contractor must take all necessary and available precautions to prevent personal injury or death by poisons or other injurious substances including without limitation, correct handling methods, the use of protective clothing and breathing masks.
- 8.8 The contractor must hold toolbox talks at least once a week. The contractor must submit minutes of each toolbox talk to the principal within 48 hours of the talk taking place.

9. Cleaning

- 9.1 The contractor is responsible for the disposal of all waste and unused material relating to their works, at such locations designated by the principal.
- 9.2 The contractor must wash down all vehicles and clean all roads adjacent to and affected by works before exiting the site in accordance with all Authority requirements.
- 9.3 Any excess material brought onto site by the contractor is to be removed from site and must not be deposited in the principal's waste bins unless otherwise instructed.
- 9.4 The principal is entitled to prevent the contractor from proceeding with new or productive work until an area where work has been completed or carried out by the contractor has been cleaned of all waste material.
- 9.5 If the contractor fails to comply with cleaning conditions of this contract, the principal may undertake the cleaning itself or engage others to do so with 12 hours prior notice to the contractor and the contractor will be liable to adjustments of their contract for costs incurred.
- 9.6 The contractor shall adhere to the principal's site management instructions relating to repairs, make good, cleanup or any other request related to the contractors work. Otherwise the contractor will be charged a rate of \$65.00 per hour for any works the principal carries out that relates to the contractor. Any hard hats or vests supplied by the principal to the contractor's workers/employees will be charged at \$50.00 per item (each item).



Annexure B – Scope of Works

Principal's Initials

Contractor's Initials



Annexure C – Document Register

All plans have previously been supplied to the contractor.

Site & School rules

CEO Protocol

Section J Report

BCA Report

Geotech Report



Annexure D – Contractors Quotation

Principal's Initials

Contractor's Initials



Annexure E – Contractors Insurances, ABN & Licence Details

Principal's Initials

Contractor's Initials



Annexure E – Contractors OH&S Documents

Principal's Initials

Contractor's Initials