



## Vendor Application Form

Intermain Contact \_\_\_\_\_

### Supplier of goods only

### Subcontractor (P/L)

### Sole Trade

Business Name: \_\_\_\_\_  
 Trading Name: \_\_\_\_\_  
 Business Address: \_\_\_\_\_  
 City/State/Postcode \_\_\_\_\_  
 Contact: \_\_\_\_\_  
 Contact Email: \_\_\_\_\_  
 Accounts Contact: \_\_\_\_\_

ABN: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Fax: \_\_\_\_\_  
 Trade: \_\_\_\_\_  
 Contact Mobile: \_\_\_\_\_  
 Accounts Email: \_\_\_\_\_

### Payments via EFT

Account Name: \_\_\_\_\_  
 BSB Code: \_\_\_\_\_  
 Account Number: \_\_\_\_\_  
 Email for remittance \_\_\_\_\_

### Public Liability (Subcontractor Only)

Insurer: \_\_\_\_\_  
 Policy No. \_\_\_\_\_  
 Expiry Date: \_\_\_\_\_  
 Limit (Min \$10M): \$ \_\_\_\_\_

**Attach copy of policy**

### Professional Indemnity (for design work)

Insurer: \_\_\_\_\_  
 Policy No. \_\_\_\_\_  
 Expiry Date: \_\_\_\_\_  
 Limit of Indemnity \$ \_\_\_\_\_

**Attach copy of policy**

### Workers Compensation (subcontractor only)

Insurer: \_\_\_\_\_  
 Policy No. \_\_\_\_\_  
 Expiry Date: \_\_\_\_\_  
 Est. Wages \$ \_\_\_\_\_

**Attach copy of policy**

**Note: Sole Traders** are not acceptable unless certain legal and tax conditions are met.

**Subcontractors are also required to complete form "6.8.F09 Subcontractor Assessment" and "Subcontractor Agreement"**

**You are applying for credit with Intermain Pty Ltd and in so doing you are agreeing to the following terms and conditions:**

- Our payment terms are end of month + 30 days.
- All invoices are to be sent to [accountspayable@intermain.com.au](mailto:accountspayable@intermain.com.au)
- Notify Intermain if any of the above details change.
- If working on Intermain project sites, you, your workers and/or subcontractors agree to:
  - Supply a copy of your SWMS complete with MSDS and insurances on arrival to site.
  - Provide all PPE appropriate to do the task including hivy clothing and steel cap boots.
  - Have all the electrical tools/leads tagged and in date. (3 monthly intervals).

We agree to abide by the above conditions, as applicable:

Name: \_\_\_\_\_  
 Position: \_\_\_\_\_

Signature: \_\_\_\_\_  
 Date: \_\_\_\_\_

Office use:

Accounts approved: \_\_\_\_\_

BMS/WHS approved: \_\_\_\_\_



## Subcontractor Assessment

- The Subcontractor Assessment is part of the evaluation process and shall be submitted with Form 6.7.F01 Vendor Application.
- The objective of the subcontractor assessment is to provide an overview of the ability of the subcontractor to comply with Intermain's requirements and legislation.
- Subcontractors will be required to verify their responses noted in the questionnaire by providing evidence of their ability and capacity in relevant matters prior to signing a contract.

### 1. Subcontractor details

Business Name:	_____	ABN:	_____
Trading Name:	_____	Phone:	_____
Business Address:	_____	Email:	_____
City/State/Postcode:	_____	Trade:	_____

States can operate in:      NSW      QLD      VIC      ACT      SA      WA      NT      TAS

### 2. Type of Business

Company	Subsidiary	Trust
Joint Venture	Partnership	Sole Trader

### 3. Nature of Business

Trade certified in (tick all that apply)	Manufacturing	Assembly	Distributor
	Consultant	Design	Equip. Service
	Supply & Install	Install Only	Supply Only
	Painting	Joinery	Plumbing
	Tiling	Electrical	Air Conditioning
	Carpentry	Glazing	Fire Services
	Other _____	Other _____	Other _____

### 4. No. of Employees

Management _____	Admin _____
Project Management _____	Sales _____
Trade _____	WHS/EHS _____
Non Trade _____	Apprentices _____

### 5. Licences & Permits (Copies are to be supplied)

Type/Provider	Licence No.	State issued	Expiry Date
Electrical Licence	_____	_____	_____
Plumbers Licence	_____	_____	_____
Security	_____	_____	_____
Builder Licence	_____	_____	_____
Other _____	_____	_____	_____



## 6. National Code of Practice (Construction Industry)

Are you code compliant?	Yes	No	Exempt
(If YES, please provide a copy of your Government issued letter of compliance)			
If NO, do you intend to become code compliant?	Yes	No	

## 7. WHS, Quality & Environment Systems

This questionnaire forms part of our sub-contractor evaluation to ensure registration on our Subcontractor Database.

- Please be aware that if you answer YES to any of the questions, you may be required to provide documentary evidence.
- Answering NO will not necessarily compromise your ability to perform work for Intermain.
- The gathering of this information is a requirement of our own certifications and also meets the requirements under the new Harmonisation of WHS laws.

### Part 1 - Management Systems

Do you have a Quality, WHS/OHS or Environmental management system?	Yes	No
If yes, is it..	<b>Documented</b>	<b>Certified</b>
Quality (ISO 9001)		_____
Safety (AS/NZS 4801/OHSAS 18001/ISO 45001)		_____
Environmental (e.g. ISO 14001)		_____
If certified, please include a copy of your current certification.		
	<b>Yes</b>	<b>No</b> <b>N/A</b>

Do you provide your workers all PPE to carry out the work safely?

Do you maintain a record of all training & induction programs undertaken?

Do you assess the competency of your workers?

Do you have a system for recording & analysing WHS performance statistics?

Have you ever been convicted of a WHS offence? If yes, please provide details.

Details: \_\_\_\_\_

### Electrical Subcontractors Safety

- Do you have isolation procedures to ensure that no work is performed on 'live' equipment?
- Have your workers undertaken LV rescue training?
- Do they hold a current CPR training?
- Will you supply a LV rescue kit for each project?

### Part 2 - EHS Performance

Incidents & Injuries - Number of:	Last Year/12mths	Previous Year/12mths
Lost Time Injuries (LTI)	_____	_____
Medical Treated Injuries (MTI)	_____	_____
First Aid Injuries (FTI)	_____	_____
Near Misses	_____	_____
Mobile plant related incidents	_____	_____
Environmental incidents	_____	_____
Incidents reported to authorities	_____	_____

Comments: \_\_\_\_\_



## 8. Preferred projects and Referees

Subcontract value preferred range:

<b>Preferred projects:</b>	Commercial	Industrial	Government
	Health care	Aged care	Child care

Have you worked on Federal Government Funded Projects?  Details

Please provide details for the 3 most recent projects/services completed/provided by your Company

<b>a) Client Name</b>	_____	Contact	_____
		mobile/email	_____
Details of Product/ Services provided	_____	Approx Value	_____
		Date Completed	_____
<b>b) Client Name</b>	_____	Contact	_____
		mobile/email	_____
Details of Product/ Services provided	_____	Approx Value	_____
		Date Completed	_____
<b>c) Client Name</b>	_____	Contact	_____
		mobile/email	_____
Details of Product/ Services provided	_____	Approx Value	_____
		Date Completed	_____

Please ensure the following documents have been supplied with your Assessment form:

- |            |   |
|------------|---|
| SWMS       | Letter of compliance National Code of Practice      |
| Insurances | Certificates for Quality, Safety and/or Environment |

### Office Use Only

## 9. Subcontractor Evaluation

Reference checks - General comments and obtain with scoring - (Unacceptable = 1 Met expectation = 2 Above & beyond = 3)

a)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

A - Safety    B - Coop'n other trades    C - Quality of finish    D - Meeting Program    E - Response to issues    Total =

b)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

A - Safety    B - Coop'n other trades    C - Quality of finish    D - Meeting Program    E - Response to issues    Total =

c)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

A - Safety    B - Coop'n other trades    C - Quality of finish    D - Meeting Program    E - Response to issues    Total =





## Subcontract Agreement

### General Terms and Conditions

This Subcontract Agreement- General Terms (Agreement) sets out the general terms and conditions for all future work you and your organisation in the capacity of subcontractor provide to or at the request of any of Intermain Pty Ltd, Intermain W.A. Pty Ltd, Intermain Queensland Pty Ltd and Intermain Victoria Pty Ltd (collectively 'the Intermain Group').

The relevant trading entity from the Intermain Group will issue a Subcontract Order for any work you are required to perform on a project by project basis, and your subcontract will be with the entity named on the Subcontract Order.

We confirm that nothing in this Agreement guarantees, warrants or represents that you will receive any work or Subcontract Orders from the Intermain Group.

If a Subcontract Order is made with you then the following documents will together form the Subcontract Agreement and will be provided on a project basis as part of the Subcontract Order

- Subcontract Order form
- Schedule of Details
- Drawings and specification nominated on Document Register & Transmittal
- Construction Program

In the event of any inconsistency the terms of this Agreement and the project specific Subcontract Order then the Subcontract Order and project specific terms shall prevail.

In accordance with the terms of the Agreement below, progress claims are to be received by Intermain prior to 5pm on the 25th day of the month (see Clause 12), and you agree that Intermain can issue Recipient Created Tax Invoices as it in its discretion considers appropriate (see Clause 12.4).

**Before any Subcontract Order will be issued to you or invoices/progress claims can be processed an acceptable executed copy of this Agreement must be returned to [subcontractors@intermain.com.au](mailto:subcontractors@intermain.com.au) confirming your agreement to these terms.**

**Subsequently in order to allow any progress claim to be considered the following items must be included on any progress claim you render.**

1. Subcontract Agreement sum /the amount previously invoiced / the amount of this claim.
2. Project Manager's details for the job/Work the claim relates to
3. Subcontract Agreement number and job address

**All progress claims are to be submitted to "accounts payable@intermain.com.au".**

Please read and receive appropriate advice regarding the terms of this Agreement. If you are satisfied with these terms please execute and return this general Subcontract Agreement.

Regards,  
Intermain Group

Intermain Pty Ltd  
ABN 62 096 189 623  
Andrew Johnson Holdings Pty  
ABN 54 089 200 448  
Head Office  
1 Gillespie Avenue  
Alexandria NSW 2015  
T 02 9318 2272

Intermain Queensland Pty Ltd  
ABN 47 158 180 459  
Level 12F, 300 Queen Street  
Brisbane QLD 4000  
T 07 9131 6965

Intermain Victoria Pty Ltd  
ABN 73 158 142 495  
Level 19, HWT Tower  
40 City Road,  
Southbank VIC 3006  
T 03 9131 1058



## Subcontract Agreement

### General Terms and Conditions

#### 1. Miscellaneous

- 1.1 This General Subcontract Agreement (the Agreement) is subject to, and is to be interpreted in accordance with, the laws of the State or Territory where the Site is located and the Subcontractor's Works are to be conducted.
- 1.2 This Agreement constitutes the general terms to be applied to and incorporated into each project specific Subcontract Order between the parties, so that the terms of each Subcontract agreement will be constituted by and incorporate the following:
  - 1.2.1 This Agreement;
  - 1.2.2 A Subcontract Order (this will set out the details of the project and work required by you, and include the project specific requirements).
  - 1.2.3 Schedule of Details
  - 1.2.4 Drawings and specification nominated on Document Register & Transmittal
  - 1.2.5 Construction Program project you are retained to work on.
- 1.3 No rule of interpretation applies to the disadvantage of a party on the basis that it was the party which put forward this Subcontract Agreement or any part of this Subcontract Agreement.
- 1.4 In the event there is inconsistency between the documents constituting the Subcontract Agreement (ie those set out in 1.2) then the Subcontract Order and project specific documents shall prevail.
- 1.5 The terms of this general agreement shall be incorporated into and form part of the Subcontract agreements, order, arrangements and work you perform for an entity within the Intermain Group.
- 1.6 The terms of this Subcontract Agreement will remain valid and operational for the period of two (2) years from the date you accept the terms and return your written acceptance to Intermain Group.
- 1.7 The terms may be varied either generally or on a project to project basis by the parties recording any amendments in writing signed by both parties.
- 1.8 The term 'Intermain' means the legal entity that you have received the relevant Subcontract Order from.
- 1.9 This Agreement does not guarantee or represent a commitment to retain you to conduct any or any volume of work.
- 1.10 The matters/amount and details in Annexure A to this Agreement will apply to any Subcontract Order unless varied/alterd or amended in writing.

#### 2. Primary Obligations

##### 2.1 Subcontractor's Obligations

The Subcontractor must:

- 2.1.1 Immediately commence to carry out the Subcontractor's Activities;
- 2.1.2 Comply with the terms of this Agreement including any Subcontract Order;



- 2.1.3 Commence Subcontractor's Activities on the Site by the Commencement Date;
- 2.1.4 Regularly and diligently progress the execution of the Subcontractor's Activities;
- 2.1.5 Achieve Completion of Subcontractor's Activities by the Date for Completion;
- 2.1.6 Ensure that when the Subcontractor's Activities achieve Completion, they are reasonably capable of being used for the Stated Purpose.
- 2.1.7 Follow and comply with all directions and requirements of Intermain

## 2.2 Intermain's Obligations

Intermain must:

- 2.2.1 Give the Subcontractor sufficient access to the Site to allow it to commence and conduct the Subcontractor's Activities; and
- 2.2.2 Subject to the Subcontractor performing its obligations under the Subcontract Agreement, pay the Subcontractor the Subcontract Price and any other amounts which are agreed to be payable by Intermain to the Subcontractor pursuant to this Subcontract Agreement.

## 3. Security

### 3.1 Form

- 3.1.1 On or before the Commencement Date, the Subcontractor must deliver to Intermain's Representative security in the form of 2 equal unconditional undertakings or bank guarantees from an institution and in a form approved by Intermain, each for 50% of the security amount set out in the Subcontract Order, if no security amount is set out in the Subcontract Order then the security to be provided will be 5% of the Subcontract Price.
- 3.1.2 If the Bank Guarantees are not supplied as provided for in clause 3.1.1 then Intermain may in its absolute discretion agree to proceed with the Subcontract Agreement and security shall be provided by Intermain effecting cash retentions from payments due to the Subcontractor.
- 3.1.3 The Subcontractor acknowledges and agrees that Intermain will not give the Subcontractor access to the Site to allow it to perform the Subcontractor's Activities unless it has complied with its obligations including pursuant to this clause 3.
- 3.1.4 Intermain may, at any time, have recourse to security and may convert into money security that does not consist of money.
- 3.1.5 If either:

- (a) Intermain has recourse to and receives payment under any security; or
- (b) for any reason, including any variations, the Subcontract Price increases

Then the Subcontractor must provide to Intermain within 5 Business Days of receipt of a written request from Intermain to do so, additional security in a form approved by Intermain and for an amount equal to either:

- (a) The amount Intermain has had recourse to and has received payment for;  
or
- (b) 10% of the increase to the Subcontract Price.





## 3.2 Release

Unless Intermain has made a Claim under the Subcontract Agreement and that Claim remains unresolved, Intermain must:

- 3.2.1 Release 50% of the security held pursuant to clause 3 within 28 days after receipt of a written request by the Subcontractor following the Date of Completion; and
- 3.2.2 Release the remaining balance of the security held pursuant to clause 3 within 14 days after receipt of a written request by the Subcontractor following the latter of:
  - (a) The expiry of the Defects Liability Period; and
  - (b) The date on which the Subcontractor has complied with all of its obligations under the Subcontract Agreement including remedying any Defects to the satisfaction of Intermain and the Owners/Occupiers of the Site.

## 3.3 No interest or trust

Intermain:

- 3.3.1 Is not obliged to pay the Subcontractor interest on the security or any proceeds of the security held pursuant to clause 3; and
- 3.3.2 Does not hold the security or any proceeds of security held pursuant to clause 3.1 on trust for the Subcontractor.

## 4. Risks and Insurance

### 4.1 Risk of Works

The Subcontractor will bear the risk of any loss of or damage to:

- 4.1.1 The premises or site where the Subcontractor's Activities are being conducted,
- 4.1.2 Plant, equipment and work used, or undertaken, by the Subcontractor to construct or conduct the Subcontractor's Activities; and
- 4.1.3 Unfixed goods and materials (whether on or off Site), including anything provided by Intermain to the Subcontractor or brought onto the Site by a Subcontractor, used or to be used in carrying out the Subcontractor's Activities, until a Notice of Completion is issued; and
- 4.1.4 After the issue of a Notice of Completion, any loss of or damage to the Subcontractor's Activities arising from any act or omission of the Subcontractor during the Defects Liability Period or from an event which occurred prior to the issue of the notice of Completion.

### 4.2 Other Risks

The Subcontractor will indemnify Intermain against:

- 4.2.1 Any loss of or damage to property of Intermain the Owner and/or occupiers of the Site; and
- 4.2.2 Any liability to or claims by a third party in respect of loss of or damage to property or injury to or death of persons, caused by, or arising out of, or in any way in connection with, the carrying out of the Subcontractor's Activities or anything that the Subcontractor, its Subcontractors or employees do or omit to do otherwise in any way in connection with this Subcontract Agreement or on or near any place where the Subcontractor's Activities are being or may be carried out.



## 4.3 Reinstatement

During the period during which the Subcontractor bears the risk of loss or damage pursuant to clause 4, the Subcontractor must promptly replace or otherwise make good any loss of, or repair the damage to, the Subcontractor's Activities, any plant, equipment and work or any unfixed goods and materials used or to be used in carrying out the Subcontractor's Activities.

## 4.4 Subcontractor's Insurance Obligations

The Subcontractor must:

4.4.1 From the date of this Agreement and for the term of this Agreement effect and have in place the following insurance with insurers and on terms satisfactory to Intermain's Representative:

- (a) Works insurance for the amount referred to in any Subcontract Order;
- (b) Public and products liability insurance for the amount referred to in Annexure A and any Subcontract Order;
- (c) Workers compensation insurance for the maximum amount permitted by law; and
- (d) Professional indemnity insurance for the amount referred to in the Subcontract Agreement;

4.4.2 In relation to the works insurance and the public and product liability insurance, ensure that Intermain's interest and the interests of any third parties nominated in writing by Intermain's Representative are noted on the policy as a person to whom the benefit of the policy extends for its own acts and omissions;

4.4.3 In relation to the workers compensation insurance, ensure that each of its Subcontractors has workers compensation insurance covering the Subcontractors' employees for the maximum amount permitted by law; and

4.4.4 Provide Intermain's Representative with a copy of any insurance policy and certificate of currency for the policies referred to in clauses 4.4.1, 4.4.2 and 4.4.3 before it is given access to the Site; and thereafter as required by Intermain's Representative from time to time;

## 4.5 Period of Insurance

The insurances which the Subcontractor is required to have in place pursuant to clause 4.4 must be maintained:

4.5.1 In the case of works insurance, until the Subcontractor ceases to bear the risk of loss of or damage to anything pursuant to clause 4.4; and

4.5.2 In the case of public and product liability insurance and workers compensation insurance, until the later of:

- (a) The end of the Defects Liability Period; and
- (b) The date upon which all Defects have been rectified in accordance with this Subcontract Agreement; and

4.5.3 In the case of professional indemnity insurance (if required), until the expiration of 7 years following the Date of Completion.

## 5. Design and Documentation

### 5.1 Subcontractor's Design

The Subcontractor must:



- 5.1.1 Design or procure the design of the parts of the Works which this Subcontract Agreement requires it to design; and
- 5.1.2 Provide the design it prepares to Intermain's Representative for his or her permission to use the design in accordance with the program prepared by the Subcontractor and approved by Intermain's Representative pursuant to clause 5.2; and
- 5.1.3 Warrants that:
  - (a) Any design documentation it prepares will comply with the requirements of this Subcontract Agreement and will be fit for the Stated Purpose; and
  - (b) To the extent they are designed by the Subcontractor, the Works will be fit for the Stated Purpose.

## 5.2 Intermain's Representative May Review

- 5.2.1 Intermain's Representative may in their expert opinion reject or give permission to use the design provided by the Subcontractor pursuant to clause 5.1.2 or any resubmitted design. Where the design is rejected the Subcontractor must submit an amended design to Intermain's Representative and must not commence construction of the part of the Works to which it applies until Intermain's Representative gives written permission to use the design.
- 5.2.2 Intermain's Representative owes no duty to the Subcontractor to review any design or other documentation submitted by the Subcontractor (whether pursuant to clause 5.1.2 or otherwise) for errors, omissions or compliance with this Subcontract Agreement. No comments on, reviews or rejection of or permission to use the design by Intermain's Representative will relieve the Subcontractor from, or alter or affect, the Subcontractor's liabilities or responsibilities pursuant to this Subcontract Agreement or otherwise at law and the Subcontractor remains the party responsible for the design and work as set out in the Subcontract Order and this agreement.

## 5.3 Intellectual Property Rights

- 5.3.1 The Subcontractor must ensure that, whilst performing the Subcontractor's Activities, it does not infringe any patent, registered design, trade mark or name, copyright or other protected right.
- 5.3.2 The Subcontractor hereby assigns, and will procure that its subcontractors assign to Intermain on a worldwide basis the ownership of all copyright and all other intellectual property rights in the design documentation prepared by the Subcontractor for the completion of the Works. The Subcontractor will sign, and will procure that its subcontractors sign, all documents reasonably required by Intermain to assign the ownership of all copyright and intellectual property rights in the design documentation prepared by the Subcontractor for the completion of the Works to Intermain.
- 5.3.3 The Subcontractor indemnifies Intermain against any claims against, or costs, losses or damages suffered or incurred by Intermain, arising out of, or in any way in connection with, any actual or alleged infringement of any intellectual rights arising out of or in any way in connection with the Works, or arising in the future out of or in connection with any change, alteration, relocation or destruction of the Works.

This clause 5.3 will survive the termination of this Subcontract Agreement and the completion of the Works.



## 5.4 Moral Rights

The Subcontractor:

- 5.4.1 Must ensure that it does not infringe any moral right of any author of an artistic work in carrying out the Subcontractor's Activities;
- 5.4.2 Must ensure that it obtains irrevocable written consent, for the benefit of Intermain and the Subcontractor, from each author of any artistic work to be incorporated into, or used during the design or construction of, the Works, including any necessary consents from its employees and Subcontractors, to:
  - (a) Any non-attribution or false attribution of the artistic work; and
  - (b) Any repairs to, maintenance and servicing of, additions, refurbishment or alterations to, changes, relocation, destruction or replacement of the artistic work or the Works; and
  - (c) Indemnifies Intermain against any claims against, or costs, losses or damages suffered or incurred by Intermain, arising out of, or in any way in connection with, any actual or alleged infringement of any author's moral rights arising out of or in any way in connection with the Works, or arising in the future out of or in connection with any change, alteration, relocation or destruction of the Works.

This clause 5.4 will survive the termination of this Subcontract Agreement and the completion of the Works.

The terms "artistic work" and "attribution" have the meaning given to them in the Copyright Act 1968 (Cth).

## 6. The Site

### 6.1 Subcontractor to Inform Itself

The Subcontractor warrants that it has, and agrees that it will be deemed to have, prior to entering the Subcontract Order done everything that would be expected of a prudent, competent and experienced Subcontractor in:

- 6.1.1 Assessing the risks which it is assuming pursuant to this Subcontract Agreement; and
- 6.1.2 ensuring that the Subcontract Price contains allowances to protect it against any of these risks eventuating.

### 6.2 Non-Reliance

The Subcontractor:

- 6.2.1 Warrants that it did not in any way rely on:
  - (a) any information, data, representation, statement or document made by or provided to the Subcontractor by Intermain or anyone on behalf of Intermain, or
  - (b) the accuracy or adequacy of any such information, data, representation, statement or document, for the purposes of entering into this Subcontract Agreement except to the extent that any such information, data, representation, statement or document forms part of this Subcontract Agreement;
- 6.2.2 Warrants that it enters into this Subcontract Agreement based on its own investigations, interpretations, deductions, information and determinations; and



6.2.3 Acknowledges that it is aware that Intermain has entered into this Subcontract Agreement relying upon the warranties in clauses 6.2.1(a) and 6.2.1(b).

## 6.3 Site Access

Intermain:

6.3.1 Is not obliged to provide the Subcontractor with sole access to the Site; and

6.3.2 May engage others to work upon or in the vicinity of the Site at the same time as the Subcontractor.

## 6.4 Subcontractor's Obligations

In performing the Subcontractor's Activities, the Subcontractor must:

6.4.1 Minimise disruption or inconvenience to Intermain, the public and any occupiers, tenants and potential tenants of the Site in their occupation or use of, or attendance upon, any part of the Site;

6.4.2 At all reasonable times give Intermain's Representative, Intermain and any authorised person access to the Works, the Site or any areas off-Site where the Subcontractor is performing the Subcontractor's Activities;

6.4.3 Co-operate with any other Subcontractors engaged by Intermain to perform other works on or in the vicinity of the Site or the Works;

6.4.4 Co-ordinate the Subcontractor's Activities with the work of those other Subcontractors;

6.4.5 Use its best endeavours to facilitate the execution of work of those other Subcontractors;

6.4.6 Clean as they go and at the end of each working day in order to keep the Site clean and tidy and free of refuse. Any rubbish removed from the Site by Intermain will be back charged to the Subcontractor at a rate of \$450 per cubic metre;

6.4.7 Keep the Site secured and safe at all times;

6.4.8 Ensure all power related tools are tested, tagged and in date when working on any Intermain site. In the event where equipment is deemed to be unfit for the Subcontractor's Activities, Intermain's Representative will proceed to ensure the equipment in question is made compliant at the cost of the Subcontractor.

## 7. Construction

### 7.1 Execution of Works

The Subcontractor must execute the Works in accordance with:

7.1.1 The Technical Documents including those attached to the project Subcontract Order and any design documentation prepared by or on behalf of the Subcontractor or Intermain in accordance with the requirements of this Subcontract Agreement and the relevant project subcontract order;

7.1.2 Industry standards and good workmanship;

7.1.3 Any direction of Intermain's Representative given pursuant to a provision of this Subcontract Agreement and the project subcontract order including Variations directed by Intermain's Representative by a Site Instruction; and

7.1.4 The other requirements of this Subcontract Agreement and the relevant project Subcontract Order.



## 7.2 All Work Included

- 7.2.1 The Subcontractor has allowed in the Subcontract Price for the provision of all plant, equipment, labour materials and other work and expenses necessary for the performance of the Subcontractor's Activities, whether or not expressly mentioned in the Technical Documents or any design or contract documentation.
- 7.2.2 Any such plant, equipment, materials and other work must be undertaken and provided by the Subcontractor and form part of the Subcontractor's Activities and will not entitle the Subcontractor to make any Claim except on account of the Subcontract Order Contract Price or as provided for in the project Subcontract Order.

## 7.3 Statutory Requirements

In carrying out the Subcontractor's Activities, the Subcontractor must:

- 7.3.1 Comply with all Statutory Requirements in force at the time and any requirements of Intermain (whether relating to any place where the Subcontractor's Activities are to be carried out or otherwise) applicable to the Works or the Subcontractor's performance of this Subcontract Agreement and the project Subcontract order;
- 7.3.2 Unless specified otherwise in a Subcontract Order Agreement, apply for and obtain any certificates, licenses, consents, permits and approvals required by any authority, body or organisation with jurisdiction in connection with the Works or the Subcontractor's Activities and
- 7.3.3 Give all notices and pay all fees and charges in connection with clauses 7.3.1 and 7.3.2 for each Subcontract Order.

## 7.4 Safety

Without limiting the Subcontractor's other obligations pursuant to this Subcontract Agreement, the Subcontractor must at all times and included in the Subcontract Price:

- 7.4.1 Prior to commencing the Works on the first Subcontract Order, then on an annual basis or after any changes:
- (a) Ensure that it has a health, safety and environment management system that meets all relevant legal requirements, including but not limited to those listed in clause 7;
  - (b) Submit safe work method statements to Intermain; and
  - (c) If required by Intermain, attend a site induction for each Subcontract Order administered by Intermain; and
- 7.4.2 Carry out the Subcontractor's Activities safely and so as to protect persons, property and the environment.
- 7.4.3 participate in any site safety walks/inspections, toolbox talks and other activities as requested by Intermain's Representative. In the event that the Subcontractor or nominated representative does not attend any activity instructed by Intermain's Representative, the Subcontractor cannot make a variation claim due to change in site conditions, processes or any activities that may impact the Subcontractor's Activities under the Subcontract Order.

## 7.5 Environment

The Subcontractor must ensure that:

- 7.5.1 It does not pollute or otherwise damage the environment in carrying out the Subcontractor's Activities;



- 7.5.2 any pollution or damage to the environment arising out of, or in connection with, the Subcontractor's Activities is promptly reported to Intermain and remedied. In the event that Intermain carry out rectification work all associated costs will be charged to and payable by the Subcontractor responsible.
- 7.5.3 Complies with any and all regulations and requirements regarding the protection of the environment, whether law or as required by the owner/occupier of the Site; and
- 7.5.4 Any pollution or damage to the environment arising out of, or in connection with, the Subcontractor's Activities is promptly reported to Intermain and remedied.

## 7.6 Personnel

- 7.6.1 The Subcontractor must in carrying out the Subcontractor's Activities:
  - (a) Only employ persons who are careful, skilled and experienced in their respective trades and callings;
  - (b) Assume sole responsibility for and manage all aspects of industrial relations;
  - (c) Ensure all employees meet the necessary standards and pass requisite checks including but not limited to police background checks. Supply police background checks for all individuals attending the site within 2 days of request from Intermain;
  - (d) Ensure that the rates of pay and conditions of employment specified in all relevant industrial awards, enterprise and project agreements and any relevant laws, for all employees engaged by any person, are always observed in full;
  - (e) Keep Intermain's Representative fully and promptly informed of industrial relations problems or issues which affect or are likely to affect the carrying out of the Subcontractor's Activities; and
  - (f) Ensure that all employees or agents of the Subcontractor and all Subcontractors engaged by the Subcontractor comply with the site safety rules specified by Intermain in carrying out the Subcontractor's Activities.
  - (g) Ensure that all individuals attending the Site are aware, acknowledge and agree that the Site may be the subject of ongoing or intermittent surveillance, by any or all camera, computer, sound recording and/or tracking.
- 7.6.2 Intermain's Representative may, in his or her absolute discretion, direct the Subcontractor to remove from any place where the Subcontractor's Activities are being carried out or otherwise from involvement in the Subcontractor's Activities, any person employed by the Subcontractor, and the Subcontractor must immediately comply with such direction. In the event that non-compliance is identified by an Intermain representative, Intermain reserves the right to remove any person(s). The Subcontractor cannot make any claim against Intermain should this indirectly have an impact on the Subcontractor's Activities and Intermain's client obligation in relation to project deadlines.

## 8. Assignment and Subcontracting

- 8.1 The Subcontractor must not assign any of its rights or liabilities pursuant to the Subcontract Agreement without Intermain's express agreement in writing.
- 8.2 Intermain may assign any of its rights, interests, obligations or liabilities pursuant to or in connection with this Subcontract Agreement to any other person at any time and from time to time.



- 8.3 The Subcontractor must not, without Intermain's prior written approval (which approval must not be unreasonably withheld):
- 8.3.1 subcontract or allow a Subcontractor to subcontract any of the Subcontractor's Activities; or
  - 8.3.2 allow a Subcontractor to assign any of its rights or liabilities pursuant to a subcontract.
- 8.4 With any request for approval, the Subcontractor must give Intermain written particulars of the Subcontractor's Activities to be subcontracted and the name and address of the proposed Subcontractor. The Subcontractor must also give Intermain any other information which Intermain reasonably requests.
- 8.5 Within 5 Business Days of the Subcontractor's request for approval, Intermain must give the Subcontractor written notice of either approval or of the reasons why approval is not given.
- 8.6 Approval may be conditional upon the proposed third party agreeing to a subcontract being in a form approved by Intermain.
- 8.7 The Subcontractor will be liable to Intermain for the acts, defaults and omissions of its subsequent subcontractors and the employees and agents of its subsequent subcontractors as if they were those of the Subcontractor.
- 8.8 Approval to subsequent subcontractor will not relieve the Subcontractor from any liability or obligation pursuant to this Subcontract Agreement.
- 8.9 **Valuable Objects Found on Site**
- Any things of value or archaeological or special interest found on or in the Site will, as between the parties, be the property of Intermain.

## 9. Quality

### 9.1 Construction/Works

The Subcontractor must in performing the Subcontractor's Activities:

- 9.1.1 use workmanship of the standard prescribed in this Subcontract Agreement and the project Subcontract Order or, to the extent it is not so prescribed, a standard consistent with the best industry standards for work of a nature similar to the Works and which is fit for the Stated Purpose; and
- 9.1.2 use materials which comply with the requirements of this Subcontract Agreement and the project Subcontract Order or, if not fully described in this Subcontract Agreement, are new and consistent with the best industry standards for work of a nature similar to the Works and of merchantable quality, which are fit for the Stated Purpose.

### 9.2 Testing

The Subcontractor must carry out all tests required by this Subcontract Agreement or directed by Intermain's Representative, and the cost of these tests will be borne by the Subcontractor.

### 9.3 Defects

- 9.3.1 The Subcontractor must correct all Defects at its cost (subject only to any entitlement it may have pursuant to clause 8.3.4), within the nominated time as outlined by Intermain's Representative. Should the Subcontractor not comply within the required timeframe, Intermain reserves the right to engage a 3<sup>rd</sup> party





contractor and all cost incurred will be deducted from any retention held pursuant to clause 3 . If no retention is held this will regarded as a debt due from the Subcontractor to Intermain.

9.3.2 If, prior to the expiration of the Defects Liability Period, Intermain's Representative discovers or believes there is a Defect, Intermain's Representative may give the Subcontractor an instruction requiring the Subcontractor to correct the Defect and specifying the time within which this must occur.

9.3.3 If an instruction is given pursuant to clause 9.3.2, the Subcontractor must correct the Defect within the time specified in Intermain's Representative's instruction.

9.3.4 The Subcontractor will only be entitled to make a Claim for correcting the Defect if the Defect is something for which the Subcontractor is not responsible, in which case the work involved in the correction of the Defect will be treated as if it were a Variation and clause 11 applied.

## 9.4 **Quality Assurance**

The Subcontractor:

9.4.1 Must implement the quality assurance system specified in the Subcontract Agreement and the project Subcontract Order;

9.4.2 Must allow Intermain's Representative access to the quality assurance system of the Subcontractor and its Subcontractors so as to enable monitoring and quality auditing; and

9.4.3 Will not be relieved from compliance with any of its Subcontract Agreement obligations or from any of its liabilities whether pursuant to this Subcontract Agreement and the project Subcontract Order or otherwise according to law as a result of:

- (a) The implementation of, and compliance with, the quality assurance requirements of this Subcontract Agreement; or
- (b) Any direction by Intermain's Representative concerning the Subcontractor's quality assurance system or its compliance or non-compliance with that system."

## 10. **Time**

### 10.1 **Programming**

10.1.1 Prior to the Commencement Date in the project Subcontract Order, prepare a program of the Subcontractor's Activities, which must contain the details required by this Subcontract Agreement and the project Subcontract Order or which Intermain's Representative otherwise reasonably directs;

10.1.2 Obtain the written approval of the program by Intermain's Representative; and

10.1.3 Update the program if instructed to do so by Intermain's Representative.

### 10.2 **Delay**

10.2.1 If it becomes evident to the Subcontractor that it may be delayed in reaching Completion by a Delay Event, the Subcontractor must within 2 days after the Subcontractor first became aware of the delay notify Intermain's Representative in writing with details of the delay and the cause of the delay.



- 10.2.2 If the Subcontractor is or will be delayed in reaching Completion by a Delay Event, the Subcontractor must, within 14 days after the end of the delay, give to Intermain's Representative a written notice setting out the Subcontractor's opinion of a reasonable time by which the Date for Completion should be extended together with all evidence in support of the Subcontractor's opinion.
- 10.2.3 Within 14 days after receiving the Subcontractor's claim for an extension of time, Intermain's Representative (acting reasonably) must give to the Subcontractor a written direction determining the period of the extension of time to which the Subcontractor is entitled and the Date for Completion will be extended by that period.
- 10.2.4 Despite that the Subcontractor is not entitled to or has not claimed an extension of time, Intermain's Representative may at any time and from time to time before the end of the Defects Liability Period direct an extension of time. Intermain's Representative is under no obligation to exercise this discretion fairly, reasonably or for the benefit of the Subcontractor.

### 10.3 **Liquidated Damages**

- 10.3.1 If the Work the subject of a Subcontract Order has not been completed by the Date of Completion, the Subcontractor must pay Intermain the amount set out in the Subcontract Order, by way of pre-estimated and liquidated damages and not as a penalty, for each calendar day or part thereof between the Date for Completion and the Date of Completion or the termination of this Subcontract Agreement (whichever is the earlier).
- 10.3.2 If for any reason the agreed liquidated damages do not apply and the Date of Completion has not occurred by the Date for Completion, Intermain will be entitled to recover common law damages for breach of subcontract agreement.
- 10.3.3 The parties agree that the rate of liquidated damages stated in the Subcontract Agreement is a genuine pre-estimate of Intermain's loss associated with the delay.

### 10.4 **Suspension**

- 10.4.1 Intermain's Representative may in his or her absolute discretion instruct the Subcontractor to suspend or to re-commence performance of all or a part of the Subcontractor's Activities.
- 10.4.2 If a suspension of the Subcontractor's Activities arises as a result of:
- (a) The Subcontractor's failure to perform its obligations in accordance with this Subcontract Agreement, the Subcontractor will have no right to:
    - (i) Be paid any costs, expenses or damages arising from the suspension;  
or
    - (ii) Any extension of time to the Date for Completion;
  - (b) A cause other than the Subcontractor's failure to perform its obligations in accordance with this Subcontract Agreement:
    - (i) Subject to clause 10.4.2(b)(ii), the Subcontractor will not be entitled to bring any Claim against Intermain arising out of the cause or the suspension; and
    - (ii) An instruction to suspend pursuant to clause 10.4.1 will automatically extend the Date for Completion by the period of the suspension.



10.4.3 The Subcontractor expressly acknowledges that it has made an allowance in the Subcontract Agreement Price for the risk of bearing all costs, losses and damages which it may suffer or incur arising out of or in connection with any instruction to suspend given.

## **11. Variations**

### **11.1 Site Instructions**

Intermain's Representative may instruct the Subcontractor to carry out a Variation by:

11.1.1 A written direction entitled "Site Instruction"; or

11.1.2 An oral instruction confirmed by a written direction entitled "Site Instruction" or an email.

### **11.2 Cost of Variation**

11.2.1 The Subcontract Order Price will be adjusted for all Variations which have been the subject of a Site Instruction issued by Intermain's Representative pursuant to clause 11 by:

(a) An amount determined by Intermain's Representative using any rates or prices which appear in the Subcontract Order to the extent they are applicable to, or it is reasonable to use them for valuing, the Variation; or

(b) To the extent clause 11.2.1(a) does not apply, a reasonable amount (including profit and overheads and any delay or disruption costs to be agreed between the parties or, failing agreement, determined by Intermain's Representative.

### **11.3 Omissions**

If a Variation the subject of a direction by Intermain's Representative omits any part of the Works, Intermain may thereafter carry out this omitted work either itself or by engaging others.

## **12. Payment**

### **12.1 Payment Claims**

The Subcontractor must give Intermain's Representative progress claims (together with a prescribed supporting statement) on account of the Subcontract Agreement Price and any other amounts payable by Intermain to the Subcontractor pursuant to this Subcontract Agreement:

12.1.1 prior to the 25th day of each calendar month; and

12.1.2 14 days after the Date of Completion.

### **12.2 Payment**

12.2.1 Within 10 Business Days after receiving a payment claim pursuant to clause 12, Intermain's Representative must give to the Subcontractor a payment schedule which states:

(a) the value of the works completed in accordance with this Subcontract Order for which payment has not previously been made; and

(b) any amounts (whether pursuant to clause 10 or any other right to set off Intermain may have) Intermain is entitled to retain, deduct, withhold or set off against moneys otherwise due to the Subcontractor.



12.2.2 Intermain must after receiving a payment claim pursuant to clause 12, pay the Subcontractor the amount determined pursuant to clause 12.2.1(a) less any amount determined pursuant to the Agreement.

12.2.3 Failure by Intermain's Representative to set out in a payment schedule an amount which Intermain is entitled to retain, deduct, withhold or set-off from the amount which would otherwise be payable to the Subcontractor by Intermain will not prejudice Intermain's right to subsequently exercise its right to retain, deduct, withhold or set-off any amount pursuant to this Subcontract Agreement.

### 12.3 Security of Payment Act

12.3.1 Security of Payment Act (SOP Law) means the following legislation to the extent that it applies in the jurisdiction of the Agreement:

- (a) Building and Construction Industry Security of Payment Act 1999 (NSW);
- (b) Building and Construction Industry Security of Payment Act 2002 (VIC);
- (c) Building and Construction Industry Payments Act 2004 (QLD);
- (d) Construction Contracts Act 2004 (WA); (e) Building and Construction Industry (Security of Payment) Act 2009 (ACT); and
- (f) Building and Construction Industry Security of Payment Act 2009 (SA);

12.3.2 Despite any other provision of the Agreement, Intermain may in its absolute discretion (including but not limited to where Intermain becomes aware that a sub-subcontractor is entitled to suspend works which forms part of the Works/Subcontractor Activities pursuant to the SOP Law) pay out of any moneys due or to become due to the Subcontractor any moneys owing by the Subcontractor to a sub-subcontractor or workers in relation to the Works/Subcontractor Activities and any payment under this clause shall be deemed to have been paid to the Subcontractor under the Agreement.

12.3.3 If an amount equal to or greater than the amount paid by Intermain on the Subcontractor's behalf is not or never becomes due by Intermain to the Subcontractor, the amount paid by Intermain shall be a debt due from the Subcontractor to Intermain. Intermain shall not pay under this clause any amount greater than the amount specified as payable in the declarations or documents provided to as an adjudicated amount (as defined in the SOP Law) or any judgement in favour of a sub-subcontractor.

### 12.4 Recipient Created Tax Invoices (RCTI's)

12.4.1 Intermain and the Subcontractor agree that:

- (a) Intermain can issue tax invoices in respect of the supplies;
- (b) If Intermain issues the RCTI as provided for in this clause the Subcontractor will not issue tax invoices in respect of the supplies;
- (c) The Subcontractor acknowledges that it is registered for GST when it enters into the agreement and that it will notify Intermain if it ceases to be registered; and
- (d) The Subcontractor acknowledges that it is registered when it enters into the agreement and that it will notify Intermain if it ceases to be registered for GST.

### 12.5 Payment on Account

Payment of moneys pursuant to clause 12.2 is:

12.5.1 Not evidence of the value of work or that work has been satisfactorily carried out in accordance with this Subcontract Agreement or an admission of liability; and



12.5.2 To be taken as payment on account only.

## 12.6 GST

12.6.1 Unless otherwise stated, all amounts set out in the Subcontract Order are GST exclusive. Notwithstanding any other provision in this Subcontract Agreement, if any party to this Subcontract Agreement ("Supplier") is or becomes liable to pay GST in connection with any supplies made pursuant to this Subcontract Agreement (the "affected supplies") for which GST is not otherwise included in the consideration:

- (a) The Supplier may add to the price of all affected supplies the amount of GST for which the Supplier is or becomes liable in respect of those affected supplies, as calculated by the Supplier in accordance with the GST law;
- (b) The party providing consideration for the affected supplies ("Recipient") will pay the amounts or provide any other consideration required to be provided pursuant to other provisions of this Subcontract Agreement for the affected supplies (in this clause the "price") plus the calculated amount in respect of GST;
- (c) The additional amount or amounts will be payable at the same time or times as the price is required to be provided to the Supplier pursuant to the other provisions of this Subcontract Agreement; and
- (d) The Supplier will issue a tax invoice which enables the Recipient, if permitted by the GST law, to claim a credit or refund of GST on the same date as the Recipient is required to pay the additional amounts, or alternatively as provided for by Clause 12.3 Intermain can issue RCTI.

12.6.2 If the additional amount on account of GST recovered by the Supplier from the Recipient on any supply made pursuant to this Subcontract Agreement differs for any reason from the amount of GST paid or payable by the Supplier to the Commissioner of Taxation, including by reason of:

- (a) An amendment to the GST law;
- (b) The issue of or an alteration in a ruling or advice of the Commissioner of Taxation;
- (c) A decision of any tribunal or court; or
- (d) Any adjustment to the consideration pursuant to this Subcontract Agreement,

then the difference between the two said amounts will be payable by the Supplier or the Recipient as appropriate.

Where an adjustment event (as defined in the GST law) has occurred in relation to any supply pursuant to this Subcontract Agreement, the Supplier will provide an adjustment note to the Recipient within 14 days of the date of the adjustment event.

12.6.3 **GST, GST law** and other terms used in this clause 12.6 have the meanings used in the Tax System (Goods and Services Tax) Act 1999, except that **GST law** includes any applicable rulings issued by the Commissioner of Taxation.

## 13. Completion

### 13.1 Notice of Completion

The Subcontractor must give Intermain at least 14 days written notice of the date on which the Subcontractor anticipates that Completion will be reached.



When the Subcontractor is of the opinion that Completion has been reached, the Subcontractor must in writing request Intermain to issue a Notice of Completion. Within 14 days after receiving the request, Intermain must give the Subcontractor either:

13.1.1 A Notice of Completion evidencing the Date of Completion and listing any minor Defects in the Works; or

13.1.2 Written reasons for not doing so.

If Intermain is of the opinion that Completion has been reached, Intermain may issue a Notice of Completion even though no request has been made by the Subcontractor.

## 13.2 Upon Completion

Upon the issue of a Notice of Completion the Subcontractor must hand over the Works to Intermain and correct all Defects listed in the notice.

## 14. Termination

### 14.1 Notice of Default

If the Subcontractor is in breach of Subcontract Agreement or Subcontract Order, Intermain may give a written notice to the Subcontractor, requiring it to remedy the breach, stating:

14.1.1 That it is a notice pursuant to this clause 14;

14.1.2 The breach relied upon; and

14.1.3 That the breach must be remedied within the time stated in the notice.

### 14.2 Termination for Insolvency, Breach or the Convenience of Intermain

If:

14.2.1 An Insolvency Event occurs to the Subcontractor; or

14.2.2 The Subcontractor:

- (a) Does not remedy a breach of Subcontract Agreement the subject of a notice pursuant to clause 14 within the time stated in the notice; or
- (b) Is in breach of Subcontract Agreement and Intermain has previously issued at least two notices pursuant to clause 14 to remedy any breach of Subcontract Agreement (regardless of whether or not in respect of the same breach and regardless of whether or not those breaches have been remedied); or

14.2.3 Intermain wishes to terminate this Subcontract Agreement for its convenience.

Intermain may, without prejudice to any other right it may have, immediately terminate this Subcontract Agreement by written notice to the Subcontractor.

### 14.3 Intermain's Entitlements after Termination

If Intermain terminates this Subcontract Agreement pursuant to clause 14, or if the Subcontractor repudiates this Subcontract Agreement and Intermain otherwise terminates this Subcontract Agreement, Intermain will:

14.3.1 Be entitled to take over and use, or require the Subcontractor to remove from the Site, the plant and equipment and all materials and other things intended for the Works;

14.3.2 Not be obliged to make any further payments to the Subcontractor; and



14.3.3 Be entitled to recover from the Subcontractor any costs, losses or damages incurred or suffered by it as a result of, or arising out of, or in any way in connection with, such termination.

## 15. General

### 15.1 Intermain May Act

Intermain may, either itself or by a third party, perform an obligation which the Subcontractor was obliged to perform but which it failed to perform. The costs, expenses and damages suffered or incurred by Intermain in performing such an obligation will be a debt due from the Subcontractor to Intermain.

### 15.2 Set-Off

Intermain may at any time retain, deduct, withhold or set-off from any moneys otherwise due to the Subcontractor from Intermain or any retention provided by the Subcontractor, any debt or other moneys due from the Subcontractor to Intermain or any other claim which Intermain may have against the Subcontractor.

### 15.3 Indemnity

The Subcontractor must indemnify Intermain against all costs, losses and damages suffered or incurred by Intermain as a result of a breach of Subcontract Agreement by the Subcontractor.

### 15.4 No solicitation

The Subcontractor agrees and warrants that it will not either directly or indirectly, including via agents, employees or contractors cause or influence the head client (however named) or employee of Intermain to deal or engage directly with the Subcontractor for any future work or activity to the exclusion of Intermain. In the event that the client approaches the Subcontractor, the Subcontractor must notify Intermain and it will be at Intermain's discretion if the Subcontractor can proceed without involvement by Intermain.

### 15.5 Notices

15.5.1 Any Notice must be in writing, in English and may be given by an agent of the sender.

15.5.2 In addition to any other lawful means, Notice may be given by being:

- (a) Delivered by hand to the party's current address for Notices;
- (b) If the party's current address for Notices is in Australia, sent to that address by pre-paid ordinary mail;
- (c) Sent by facsimile transmission to the party's current fax number for Notices; or
- (d) Sent by the Electronic Platform being used by the parties for the Work the subject of the Subcontract Agreement, if applicable.

For the avoidance of doubt, a Notice must not be given by way of electronic mail.

15.5.3 The particulars for delivery of Notices are the address and details set out in the Subcontract Agreement. Each party may change its particulars for delivery of Notices by giving written notice to the other party.

15.5.4 Subject to clause 15.5.8, a Notice is given if delivered by hand to the party's current address for Notices.



15.5.5 Subject to clause 15.5.8 a Notice is given if sent by:

- (a) Pre-paid ordinary mail to an address within Australia, 3 Business Days after posting; or
- (b) Pre-paid airmail to an address outside Australia, 10 Business Days after posting.

15.5.6 Subject to clause 15.5.8, a Notice is given if sent by facsimile transmission when the sender's fax machine produces a report that the facsimile transmission was sent in full to the addressee. This report is conclusive evidence that the addressee received the Notice in full at the time and on the date indicated on that report.

15.5.7 Subject to clause 15.5.8, a Notice is given if sent by the Electronic Platform being used by the parties for the Work when the sender receives the sent confirmation report generated by the Electronic Platform. This report is conclusive evidence that the addressee received the Notice in full on the date indicated on that report.

15.5.8 If a Notice is given:

- (a) After 5:00 pm in the place of receipt; or
- (b) On a day which is not a Business Day, that Notice is taken as having been given at 9:00 am on the next Business Day.

.....  
Signature

.....  
Name

For and on behalf of  
(company)

.....

Date: .....





## ANNEXURE A to Intermain Pty Ltd Subcontract Agreement

This Annexure shall be completed and issued as part of and incorporated into the Subcontract Agreement and shall be read as part of the Subcontract Agreement.

- |  |  |                      |     |
|--|--|----------------------|-----|
| 1. Head Contractor   | <i>See Subcontractor Order</i>   |                      |     |
|  | ACN  | ABN                  |     |
| 2. Head Contractor's address   | <i>See Subcontractor Order</i>   |                      |     |
|  | Phone 02 9318 2272   |                      | Fax |
| 3. Subcontractor   | <i>&lt;Enter details&gt;</i>   |                      |     |
|  | <b>ACN</b>   |                      |     |
| 4. Subcontractor's address   | <i>&lt;Enter details&gt;</i>   |                      |     |
|  | Phone  |                      | Fax |
| 5. Amount of limit of indemnity for damage or cost in performing the work  | <b>\$10,000,000</b>  |                      |     |
|  | If nothing stated, the amount of the public liability insurance cover in <i>Item 6</i> |                      |     |
| 6. The Amount of public liability insurance cover in respect of any one occurrence shall not be less than (clause 4) | <b>\$10,000,000</b>  |                      |     |
| 7. Liquidated damages (clause 10.3)  | a) Rate  | <b>\$500 per day</b> |     |
|  | b) Limit   | <b>\$</b>            |     |
|  | If nothing stated, there is no limit   |                      |     |
| 8. Time for progress claims  | Before the 25th day of each month  |                      |     |
| 9. Payment terms   | <b>30 days EOM</b>   |                      |     |