

SUBCONTRACTOR GENERAL INFORMATION

Postal Address

Street _____
 Suburb/Town _____
 State _____ Postcode _____

Contact Details for Purchase Orders

Name _____
 Phone _____
 Mobile _____
 Email _____

Contact Details for Account Queries

Name _____
 Phone _____
 Mobile _____
 Email _____

CONTRACTOR

Australian Business Number (ABN) 43 127 545 804

Contractors Licence Card Number 1189537
 (QBCC license/Gen. Contractors)

Type of Entity Company

Entity Name Bold Properties QLD Pty Ltd

Trading Name or Registered Business Name Bold Living QLD

Business Address
Street 49 Flinders Parade,
Suburb North Lakes
State QLD **Postcode** 4509

Postal Address
Street Po Box 56
Suburb North Lakes
State QLD **Postcode** 4509

Contact Details
Phone 1800 GO BOLD / 1800 46 2653
Email invoices@boldliving.com.au

SCHEDULE

- The subcontractor agrees to perform and complete the works in accordance with the conditions of this subcontract.
- This subcontract does not guarantee continuity of work or any work during the period of the subcontract.
- A purchase order will be issued with Bold Properties (QLD) Pty Ltd rates for each job, please do not commence work prior to receiving purchase order and agreeing with rates specified within the purchase order.
- This subcontract covers works yet to be agreed and shall be for a period, as stated below.

The number of months covered by this Subcontract from the date of this Subcontractis	36 Months
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Defects liability period in a in the period subcontract means a period of 12 months from the practical completion of the work under the head contract.

CLAUSE 1

SUBCONTRACTOR INSURANCE DETAILS

Type	Insurer	Policy Number	Expiry Dates	Cover \$
Work Cover (Pty Ltd Companies & Trusts)				
Personal Accident (Sole Traders, Partners)				
Public Liability -10million min (Mandatory)				

CLAUSE 2 (A)

Subcontractor's payment claims to be submitted each	Fortnight
and submitted on the	7 th and 21 st day of the period

CLAUSE 2 (B)

Time for Payment by Contractor	
	(if nothing stated, 25 Business Days)

CLAUSE 2 (C)

Interest on overdue amounts	10%
	(minimum interest as per Clause 2 (e))

CLAUSE 3 – SPECIAL CONDITIONS

SC1 - Invoicing Requirements

All invoices submitted to Bold Properties QLD Pty Ltd MUST meet the following standard as listed below;

Minimum Invoice Requirements	
1.	If it is a tax invoice, this must be stated prominently!
2.	Have a prominent unique invoice number.
3.	Show invoice date.
4.	Invoice Address <u>MUST</u> read – Bold Properties QLD Pty Ltd Po Box 56 North Lakes QLD 4509
5.	Your company ABN (Australian Business Number), business name and address.
6.	If it is a tax invoice, show: <ul style="list-style-type: none"> • GST Exclusive Amount • GST Amount • GST Inclusive Amount
7.	State Bold Properties job address quote our purchase order number, and a description of goods or services provided.
8.	One Invoice per Purchase Order. Invoice amount <u>MUST</u> match the purchase order.
9.	All Manual Orders <u>MUST</u> be on a Separate Invoice.
10.	The “Manual Order” number given by your supervisor <u>MUST</u> be clearly stated on the invoice. Attach a copy of the “Manual Order” where possible.
11.	All invoices are to be received by us no later than 14 days after the completion of works. If invoices are received after this timeframe payment will not be made.

ADDITIONAL INFORMATION

- o Please understand your invoice/s will be processed as per the payment terms outlined in this period subcontract.
- o If a supervisor asks you to complete work outside of the original purchase order, please request a new purchase order/manual order from them to cover the cost of the extra to ensure you are paid on time and as per the terms and conditions in this Period Subcontract.
- o Please email invoices to invoices@boldliving.com.au for processing preferably in pdf format.

SC2 – HIA TRADEPASS

HIA TradePass is a service seeking to assist both builders and subcontractors with the management of their business compliance through an online database, where subcontractors submit their information which is then reviewed by HIA and made available to HIA TradePass builders through a dashboard. Registering for 'HIA TRADEPASS' is **mandatory** for any subcontractors wishing to start working with or to continue working with Bold Properties (Qld) Pty Ltd. There will be an annual subscription fee payable by the subcontractor being engaged in this contract. This registration will need to be maintained for the **entirety** of the engagement between Bold Properties (QLD) Pty Ltd and subcontractor. If the HIA TradePass registration is discontinued/lapses Bold Properties (QLD) Pty Ltd will be unable to continue engaging the subcontractor until compliant status is regained in the HIA TradePass portal.

SC3 - Bank Details

Account Name _____

BSB _____

Account Number _____

Name of Bank, Credit Union or Building Society

Please Note:

The bank details provided here will be where **ALL** payments from Bold Properties (QLD) Pty Ltd will be made. If you need to change these details, we will require you to fill out an updated Period Subcontract. **NO** changes will be made via email communications.

AGREEMENT

SIGNED – BOLD LIVING (QLD)
Signed by, or for and on behalf of, the **Bold Properties (Qld) Pty Ltd**

Signature _____

Printed Name _____

Date _____

SIGNED – SUBCONTRACTOR
Signed by, or for and on behalf of, the **Subcontractor**
By signing this document, I/we are agreeing that we have read and understood the terms and conditions outlined in this period sub contract

Signature _____

Printed Name _____

Date _____

OFFICE USE ONLY

Databuild

Addresses		Public Liability	
Account Details		Workcover	
Employees		Accident & Sickness	
Person Onsite		QBCC	
Entity Type		SWMS	
Trade Type		SWMS Date	
Region Area		Acknowledgement Form	
GSIC		SWMS Approval Email	

System Folder Created _____

HIA Tradepass Status _____

Call Forward Supplier Added _____

Construction Team Advised _____

Notes _____

Name _____

Signature _____

Date _____

General Conditions - Period Subcontract

1. INSURANCE

- a) The Subcontractor must effect and maintain the following insurance cover during the currency of this Contract:
 - i) WorkCover or any other insurance required by law;
 - ii) Public and Product Liability Insurance in respect of third party personal injury or property damage or damage to the works to an amount not less than \$10,000,000 for any one occurrence, including Principal's Indemnity provisions in favour of the Contractor; and
 - iii) Personal Accident and Disability insurance for all on-site company directors or partnerships, which provides benefit levels agreed by the Contractor.
- b) If the other party gives written notice requesting to view the policy of insurance, make available for the other party to view the current policy of insurance within **(5) Business Days** after the giving of the notice.

2. PAYMENT

- a) The subcontractor shall submit payment claims/invoices to the Contractor by the following reference dates:
 - i) the times stated in the Schedule (or, if any time stated in the Schedule is not a **Business Day**, the next **Business Day**);
- b) A payment claim shall set out:
 - i) details of:
 - A) the work carried out by the Subcontractor to which the payment claim/invoice relates;
 - B) the amount (as prescribed in Purchase Order; and
 - C) any other amount arising out of, or in connection with, the Subcontractor that the Subcontractor claims for payment by the Contractor; and
 - ii) the total amount that the Subcontractor claims for payment by the Contractor.
- c) On the submission of a payment claim under Clause **2(a)**, or the final progress claim under Clause **23(d)**, the Contractor shall:
 - i) pay to the Subcontractor the total amount of the payment claim, or the final payment claim, by the time stated in the Schedule for payment; or
 - ii) if the Contractor disputes all or any part of the total amount of the payment claim, or the final payment claim;
 - A) give the Subcontractor a written notice setting out the amount in dispute and details of the dispute by the time stated in the Schedule for payment or the date 15 **Business Days** after the **Submission Date**, whichever is the earlier; and
 - B) pay to the Subcontractor the amount of the payment claim, or the final payment claim, that is not disputed by the Contractor by the time stated in the Schedule for payment.

- d) If the Contractor fails to give the Subcontractor a notice under Clause **2(c)(ii)(A)** by the time required under Clause **2(c)(ii)(A)**, the Contractor shall pay the Subcontractor, under Clause **2(c)(i)**, the total amount of the payment claim, or the final progress claim, without any deduction.
- e) The Contractor shall pay interest, calculated on a daily basis to the Subcontractor on any overdue amount under this Clause, including any part of the amount of a payment claim, or the final payment claim, wrongly withheld by the Contractor, up to and including the date on which the overdue amount is paid by the Contractor at the rate stated in the Schedule or the rate comprising the annual rate, as published from time to time by the Reserve Bank of Australia, for 90 day bills plus 10%, whichever is the higher.
- f) Payment, other than payment of the Subcontractor's final payment claim, is payment on account only.
- g) Notwithstanding any contrary requirement in the **Subcontract**, all payments to the Subcontractor from the Contractor pursuant to the **Subcontract** must be paid to the Subcontractor in accordance with Chapter 2 of the **BIF Act** and only applies to the extent that chapter 2 (**BIF Act**) applies to the head contract.

3. SPECIAL CONDITIONS

Refer to Clause 3 Special Conditions in this Period Subcontract

4. WORKS AND CONTRACT SUM

- a)
 - i) The Subcontractor must carry out and complete the Works described in the Purchase Order:
 - A) in a proper and trades person like manner;
 - B) in accordance with the plans, specifications and other contract documents; and
 - ii) If the Subcontractor discovers any conflict or error in the plans, specifications or other contract documents, the Subcontractor must notify the Contractor in writing immediately and seek further directions.
 - iii) Unless otherwise agreed, the Subcontractor must supply everything necessary to carry out the Works.
 - iv) Neither party to the Subcontract may assign the Subcontract or any right, benefit or interest under the Subcontract without the other party's written consent.
 - v) The Subcontractor may engage other Subcontractors to carry out any part of the Subcontract Works but is not relieved from the Subcontractor's obligations under the Subcontract.
- b) The Subcontractor will complete the Works as described in the time specified for the consideration included in the Purchase Order or such other sums as become payable under this Contract.
- c) Where goods and materials delivered to the site by the Subcontractor are subject to 'retention of title' then the Subcontractor's retention of title shall only have effect up to the time the goods or materials are installed.

5. COMMENCEMENT AND COMPLETION

- a) The Subcontractor must commence the Works by the Date for Commencement set out in the Work Order and regularly and diligently proceed with the Works.
- b) The Contractor may provide the Subcontractor with a revised Date for Commencement.
- c) Within the ten (10) **Days** of a delay occurring, the Subcontractor shall notify the Contractor in writing setting out the cause of the delay, the effect the delay has on the progress of the Works and the extent of the delay if known at the time of the notice. The Contractor shall make a reasonable extension of time for the Completion Date in respect of any delay not caused or contributed to by any default or failure by the Subcontractor and may extend the time for completion from time to time.
- d) If the Subcontractor fails to bring the Works to Completion by the Date for Completion set out in the Purchase Order and as extended by this Contract, the Contractor is entitled to:
 - i) recover liquidated damages, as a debt due and payable to the Contractor by the Subcontractor.

6. VARIATIONS

- a) The Subcontractor shall only vary the Works as required by the Contractor authorised in writing.
- b) The Subcontractor must notify the Contractor immediately upon becoming aware that any Variation to the Works is required.
- c) The Contractor may direct the Subcontractor to carry out any Variation to the Works, including deletions or omissions to the Works providing however that such Variation is in writing.
- d) The Contract Sum is to be adjusted by the price of a Variation and the adjustment is to be included by the Subcontractor in its next payment claim after the work or any part of the work, the subject of the Variation is carried out.
- e) The price of a Variation shall be determined by agreement between the Contractor and the Subcontractor, or in the absence of such agreement, the Contractor must make a fair and reasonable valuation of the Variation.
- f) Unless otherwise agreed, the price of a Variation that increases the Contract Sum must be agreed or valued before the Subcontractor carries out the Variation.

7. ADMINISTRATION

The subcontractor or its representative must;

- a) attend site meetings if called on to do so;
- b) observe all directions given by the contractor under this period subcontract; and
- c) co-operate with all workers and other contractors on the site.

8. ACCEPTANCE OF BASE WORK

- a) Unless sub-clause 8(b) applies, on commencing to carry out the works the subcontractor is:
 - i) Deemed to have accepted the base work as satisfactory; and
 - i) Is not entitled to payment or compensation for additional work carried out as a result of unsatisfactory base work or for conditions which differ materially from those which should have been observed or anticipated by a prudent, competent and experienced contractor.
- b) On commencing to carry out the works;
 - i) The subcontractor agrees and accepts the obligation to fully inspect and satisfy itself of the condition of the base works and all site conditions, risks, contingencies and other circumstances which might affect its carrying out of the works; and
 - ii) If the subcontractor considers the base works are unsatisfactory or conditions at the site prevent it from commencing the works, then it must immediately give the contractor written notice. The contractor agrees to promptly give the subcontractor a written instruction concerning the time for commencement of the works

9. DEFECTS/PENALTIES

- a) The Contractor may direct the Subcontractor at any time prior to completion to rectify defects.
- b) The Subcontractor will, at its own cost, maintain the Works until completion and thereafter make good all defects that may appear in Works prior to the expiration of the Defects Liability Period as specified in this Period Subcontract.
- c) If the Subcontractor fails to comply with a direction, the Contractor may have the work rectified or the materials removed and replaced by others and the cost is a debt due and payable by the Subcontractor to the Contractor.
- d) Any fines or penalties brought upon the Contractor and found to be due to action/lack of action undertaken by the subcontractor or its workers will be the subcontractors responsibility.

10. HOURS OF WORK

No part of the Works shall be executed outside the ordinary working hours of the Contractor without the Contractor's consent, subject to any reasonable conditions having regard to the circumstances at that time.

11. WAGES AND CONDITIONS

- a) The Subcontractor must comply with the terms and conditions of any relevant award relating to the wages and conditions of its employees.
- b) The Subcontractor will ensure it fulfills its legal obligations in relation to its contract workers.

12. COMPLIANCE WITH STATUTES/DIRECTIONS

- a) The Subcontractor will give all necessary notices and pay all necessary fees and will comply with all provisions and requirements statutory or otherwise relevant to the Works.
- b) The Subcontractor must give any notice or report or pay any fee that is necessary in order to comply with Conditions **12(a)**.
- c) The Subcontractor warrants that all relevant taxes, employee and worker benefits are paid in accordance with the laws of the Commonwealth and the State.
- d) The Contractor may issue a direction to the Subcontractor who shall be obliged to comply with such direction. All directions shall be put in writing within three (3) **Business Days** of issuing the direction. Should the Subcontractor fail to comply with such direction, the Subcontractor shall be deemed to be in substantial breach of the Contract.

13. WORKPLACE HEALTH AND SAFETY/ENVIRONMENTAL PROTECTION

- a) In carrying out the trade works, the subcontractor and its agents and employees must observe all relevant workplace health and safety laws. The contractor also requests all subcontractors to read and confirm understanding of all Bold Properties QLD Pty Ltd Safety Management Plan provided.
- b) The subcontractor will be required to supply a copy of their current SWMS for the contractor to review and approve.
- c) The subcontractor must, whenever carrying out the trade works, ensure that;
 - i) No person (whether employed or not) is exposed to risk to their health and safety; and
 - ii) The trade works are carried out using an appropriate safety management system; and
- d) Any fines or penalties brought upon the Contractor and found to be due to action/lack of action undertaken by the subcontractor or its workers will be the subcontractors responsibility.
- e) Where the Contractor requests to become involved with the rehabilitation of the Subcontractors injured worker then the Subcontractor shall provide to the Contractor a statement of an injured workers rehabilitation plan and allow reasonable involvement of the Contractor in the workers rehabilitation.

14. DAMAGE AND SITE CLEANING

- a) The Subcontractor must:
 - i) carry out rectification of any damage done by the Subcontractor, its agents, workers, employees or Subcontractors to the Work or property of the Contractor or of any other Subcontractor;
 - ii) keep the Subcontractor's part of the Site clean and tidy; and
 - iii) so far as is reasonably possible, leave the Works in a state fit for immediate use or occupation before vacating the Site.
 - iv) The removal of its tools, plant and equipment and if required, the removal of debris and refuse, arising out of the works.
- b) If the Subcontractor fails to comply with Clause **14(a)** the Contractor may have the rectification or cleaning carried out by others and the cost is a debt due and payable by the Subcontractor to the Contractor.

15. SET-OFF/USING SECURITY

- a) Subject to this Clause, the Contractor may under the Subcontract or otherwise at law relating to the Works:
 - i) deduct from any payment otherwise due to the Subcontractor.
 - A) any debt or other amount due from the Subcontractor to the Contractor; or
 - B) any claim to payment which the Contractor may have against the Subcontractor whether for damages or otherwise; or
 - ii) convert and use any security provided by the Subcontractor.
- b) The Contractor must give a written notice to the Subcontractor within **28 Days** of the Contractor becoming aware of its right to obtain the amount owed or claimed, advising of the proposed deduction or use and, if the amount can be quantified when the notice is given, details of the amount.
- c) If the notice under Clause **15 (b)** does not quantify the amount owed or claimed, the Contractor must give a further written notice to the Subcontractor setting out the details of the amount owed or claimed within **3 Business Days** of the Contractor becoming able to quantify the amount.
- d) The Contractor is not entitled to effect a set-off or use any security in accordance with this Clause unless the Contractor has complied with Clause **15 (b)** and **15 (c)**.
- e) Notwithstanding any contrary requirement in the **Subcontract**, all cash retention held under the **Subcontract** must be held and released in accordance with Chapter 2 of the **BIF Act** and only applies to the extent that chapter 2 (**BIF Act**) applies to the head contract.

16. SUSPENSION

- a) The Subcontractor may, by written notice to the Contractor, give notice of its intention to suspend the Works for the following reasons:
 - i) where the Contractor fails to comply with an order of a Court or Tribunal given in favour of the Subcontractor in relation to any issue arising under the Subcontract; or
 - ii) where the Contractor fails to make payment of any part of a payment claim that is not the subject of a dispute within the time for payment set out in the Schedule.
- b) The written notice in Clause **16 (a)** must set out the details of the Contractor's failure and the Subcontractor's intention to suspend the Works if the failure is not remedied within **7 Days** after the notice is given.
- c) If the Contractor does not remedy the difference to this notice the Subcontractor may suspend the Works upon giving a further written notice to the Contractor that the Subcontractor is suspending the Works.
- d) The Subcontractor must recommence the Works within **7 Days** after the Contractor remedies the difference and gives the Subcontractor written notice requiring the Subcontractor to recommence the Works.
- e) The Contractor may, by giving written notice to the Subcontractor, immediately suspend the Works if work under the Head Contract has been suspended.

17. DEFAULT

A party is in default of this subcontract agreement if it:

- a) is in substantial breach of this trade contract;
- b) becomes insolvent, bankrupt or makes an assignment of that party's estate for the benefit of creditors;
- c) makes an arrangement or composition with its creditors; or
- d) being a company, goes into liquidation.

18. HEAD CONTRACT TERMINATION

If the head contract is terminated for any reason, the principal contractor may, by giving written notice to the subcontractor, terminate this Subcontract and the subcontractor is:

- a) entitled to be paid for work carried out prior and up to the date of termination plus reasonable costs incurred attributable to the termination; but
- b) not entitled to make any claim for loss of profit.

19. SEVERANCE

If any provision of this Contract is void, voidable, unenforceable or illegal, it is to be read down so as to be valid and enforceable or, if it cannot be so read down, the provision (or where possible the offending words) is to be severed from this Contract without affecting the validity, legality or enforceability of the remaining provisions (or parts of those provisions) which continue to have effect.

20. DISPUTE RESOLUTION

- a) By agreement between the parties, a building dispute may be referred to an Industry Association (such as Housing Industry Association Ltd) for a 'without prejudice meeting' at any time, provided that one of the parties is a member of HIA.
- b) If a 'without prejudice meeting' in accordance with Clause **20 (a)** is unsuccessful, then a commercial building dispute may be referred to the Queensland Civil and Administrative Tribunal (QCAT) for resolution.
- c) For the purposes of this Clause, the meaning of "commercial building dispute" is that provided for in the *Queensland Civil and Administrative Tribunal Act 2009*.

21. INTELLECTUAL PROPERTY RIGHTS

- a) Intellectual property rights in any plans or designs supplied by the contractor to the subcontractor remains with the contractor.
- b) The subcontractor must not reproduce or use any plans or designs, in whole or in part, other than for the purpose of completing the works.

22. INDEMNITY

- a) The Subcontractor must indemnify the Contractor against:
- i) loss or damage to property, including existing property on or around the Site; and
 - ii) claims against the Contractor in respect of personal injury or death or loss or damage to any property, arising out of, or as a consequence of, the carrying out of the Works by the Subcontractor.

23. COMPLETION

- a) On Completion of the Works the Subcontractor must give the Contractor notice in writing that the Works have reached Completion.
- b) If the Contractor disputes that the Works have reached Completion, the Contractor must give the Subcontractor a written notice setting out the details of the further work to be carried out.
- c) No later than 14 **Days** after the Works have reached Completion, the Subcontractor shall submit all Guarantees and Warranties forming part of the Works and as set out in the Specification or requested in writing by the Contractor.
- d) Within 14 **Days** after being so directed by the Contractor, the Subcontractor must give the Contractor a final payment claim including all amounts due to the Subcontractor.

24. DEFINITIONS

Business Day	means a day that is not: <ul style="list-style-type: none"> o A Saturday or Sunday; or o A public holiday in the place in which any relevant act is to be or may be done; or o Any day occurring within the period 22nd December to 10th January
Days	means calendar days;
Head Contract	means the contract between the contractor and a principal for work that includes the Works .
Submission Date	means the date on which the Subcontractor submits (as the case may be) the payment claim/invoice or the final progress claim to the contractor.

25. NOTICES, ELECTRONIC COMMUNICATIONS AND EXCHANGE OF CONTRACT (This Clause 25 will apply only to the extent that Chapter 3 of the Building Industry Fairness (Security of Payment) Act 2017 (QLD) ("BIF Act") applies to the **Subcontract**.)

25.1 Methods for giving notices and other documents

Unless expressly stated otherwise elsewhere in the Subcontract, and subject to Clause 25.2, any written notice, or other document, to be given by a party under the Subcontract is deemed to have been given and received:

- a) if delivered by hand to the other party, at the time of delivery;
- b) if the other party is a company and the notice is left at its registered office or a principal place of business, at the time that the notice is left at the registered office or principal place of business;
- c) if sent by pre-paid or registered post to the other party at the address of the other party stated in the Subcontract, or another address notified by the other party in writing, at 9.00am on the date that is two (2) **Business Days** after the date of posting;
- d) if sent by facsimile transmission to the other party at the facsimile number of the other party stated in the Subcontract, or another facsimile number notified by the other party in writing, at the time set out in a written confirmation of the successful transmission of the facsimile; or
- e) if sent by email to the other party at the email address of the other party stated in the Subcontract, or another email address notified by the other party in writing, at the time when the email leaves the relevant system for generating, sending, receiving, storing or otherwise processing electronic communications used by the party whom, or on whose behalf, the email has been sent.

25.2 Notices given outside of usual business hours

If any written notice, or other document, is given at a time after 5.00pm on a **Business Day**, or during a **Day** that is not a **Business Day**, the notice, or other document, is deemed to have been given at 9.00am on the next **Business Day**.

25.3 Consent to electronic communications

- a) The parties agree that facsimile transmission and email communications from either party to the other constitute an 'electronic communication' as that term is defined in the *Electronic Transactions Act 1999* (Cth) and corresponding State legislation including the *Electronic Transactions (Queensland) Act 2001*.
- b) The parties agree that any written notice, or other document, to be given by a party under the Subcontract may be given and received via facsimile transmission or email, or both.

25.4 Exchange of Contract

- a) This Subcontract may be executed in counterparts.
- b) A counterpart may be a copy of this Subcontract printed from a facsimile or email transmission.
- c) All counterparts together are taken to constitute one instrument and will not be binding until executed counterparts are exchanged.
- d) A copy of this Subcontract which has been executed by a party may be relied upon by a party to the same extent as if it was an original of this Subcontract executed by the party.