

Maincom Group



Subcontractor Pack

MAINCOM SUBCONTRACTOR DETAILS

GENERAL DETAILS:

DATE: _____ DIRECTOR/MANAGER NAME: _____

BUSINESS NAME: _____

BUSINESS ADDRESS: _____ Suburb: _____ STATE: _____

POSTAL ADDRESS: _____ Postcode: _____

CONTACT NAME: _____ MOBILE: _____

PHONE: _____ E-MAIL: _____

FAX: _____ WEBSITE: _____

ABN: _____ Number of Employees: _____

SOLE TRADER: YES / NO PARTNERSHIP: YES / NO PTY LTD: YES / NO

GST REGISTERED: YES / NO WHAT IS YOUR \$ CAPACITY PER MONTH: \$

Does your Company provide a 24 Hour On-Call service: YES / NO

Briefly List the A/H items you provide: _____

**Note: If you select the above On Call option, we will forward you a check list to complete*

BANK ACCOUNT DETAILS:

Institution: _____ Account Name: _____

BSB Number: ___ ___ ___ / ___ ___ ___ Account No: _____

COMPANY ACCOUNTS CONTACT:

NAME: _____ Phone: _____

Insurance details Type	Policy No.	Expiry date
Clause 13 Public Liability		
Clause 13 Workers Compensation		
Clause 13 applicable) Licence Number (if		

***** COPIES OF POLICIES & WORKERS COMP. CERTIFICATE OF CURRENCY MUST BE PROVIDED. Please attach with and return with this document. *****

TRADE LICENCING DETAILS:

MAIN CONTRACTOR SKILL LICENCE NO: _____

OTHER LICENCES, CONSTRUCTION INDUCTION (CI) TICKETS AND/OR QUALIFICATIONS - Please list
(Including numbers/details)

Note that Child and Police Checks also are included in this category:

1. _____
2. _____
3. _____
4. _____
5. _____

DOCUMENTS TO BE PROVIDED Please attach with and return with this document

1. COPIES/EVIDENCE OF LICENCES (this includes High Risk Licencing, Waterproofing Licencing
For QLD & NSW, Asbestos Licencing Etc.)
2. QUALIFICATION CERTIFICATES (to support your skill level of what you are offering)
3. CONSTRUCTION INDUCTION TICKETS (White Card, Blue Card or Red Card)
4. SWMS TO ALIGN WITH THE SKILLS YOU OFFER (EG: Carpentry, Plastering Electrical Etc.)
5. A VALID PUBLIC LIABILITY CERTIFICATE OF CURRENCY
6. A VALID WORKERS COMPENSATION CERTIFICATE OF CURRENCY **See below if you do not have
Workers Compensation*

****NB: Please note that we would require you to have workers' compensation insurance. If you do not have workers compensation insurance for any reason, please provide a letter from your accountant that "Your Trade company name" is not required to have workers company by law and explanation of how will "Your Trade company name" mitigate any risk associated to workers compensation.***

It is the sole responsibility of the applicant to provide all relevant information as requested above. All expenses incurred in obtaining said information shall be borne by the applicant. No person is to commence work before all information is supplied and a work order to commence is issued. Please ensure your details are complete and correct as management will not accept responsibility for late payment if any details are missing, late, or incorrect. The updating of the above items is also the sole responsibility of the applicant, and all dates must be valid and notified to Maincom at all times. You will need to provide in addition to this documentation your Safety Management Plan including your generic SWMS that are used on site for each Skill you offer. This information will be recorded on file and your application will not proceed unless attached and approved.

THE ABOVE-MENTIONED INFORMATION IS TRUE, CORRECT & CURRENT TO THE BEST OF MY KNOWLEDGE

TRADE SIGNATURE: _____ **DATE:** _____



Subcontractor Declaration

Please complete this form in full and tick the appropriate sections in the paragraphs below. (is []/ is not [])

Subcontractor: ABN:
(Business name)

of
(Address of subcontractor)

has entered into a contract with ABN:
(Business name of principal contractor).....

Contract number/identifier

This declaration applies for work between: 01/01/2018 and 31/12/2018 inclusive,.....
subject of the payment claim dated: / /

I, a Director or a person authorised by the Subcontractor on whose behalf
this declaration is made, hereby declare that I am in a position to know the truth of the matters which are contained in this
declaration and declare the following to the best of my knowledge and belief:

- (a) The Subcontractor is []/ is not [] a sole trader or partnership without employees or deemed workers and has a current Income Protection Insurance Policy;
- (b) The Subcontractor has and will maintain all relevant insurances including but not limited to Workers Compensation and Income Protection while contracting with Maincom Services Pty Ltd and has paid all insurance premiums payable in connection with this work.
- (c) The Subcontractor has []/ has not [] paid all remuneration payable to any relevant employees and/or subcontractors including but not limited to wages, PAYG and Superannuation for work under the contract for the period of the Work Order.
- (d) The Subcontractor is []/ is not [] required to be registered as an employer under any relevant payroll tax legislation. If the Subcontractor is required to be registered as an employer under any relevant payroll tax legislation, the Subcontractor has []/ has not [] paid all payroll tax due in respect of employees who performed work under the contract for the period of the Work Order.

(e) Signature.....Full name.....

(f) Position/Title Date / /.....



Please provide additional specific details about the trades/services (Not including outsourced Trades) your company provide (EG: Electrical Level 1, Plastering etc.):

LOCATION/s YOU COVER:

Office Use Only

Details entered into system;

Maincom Services :(Operations) _____ Date: _____

Work Order Conditions

This agreement (“Work Order Conditions”) sets out the general terms and conditions on which the Subcontractor has agreed to carry out works on behalf of Maincom Services. The Work Order Conditions consist of this front page, the attached Terms and Conditions and the attached Appendices including Appendices 1 to 3.

The Work Order Conditions are the agreed general terms and conditions to be incorporated into any ‘Work Order’ issued by Maincom Services. A Work Order is a direction and/or instruction by Maincom Services to the Subcontractor to carry out works as specified in that Work Order. An example of the form of a Work Order is at Appendix 1.

By executing these Work Order Conditions, the Subcontractor agrees, acknowledges and represents that:

(a) all contracts and dealings between Maincom Services and the Subcontractor relating to any works which the Subcontractor is engaged by Maincom Services to carry out including works the subject of a Work Order issued by Maincom Services to the Subcontractor are subject to the terms and conditions set out in this Work Order Conditions unless otherwise expressly agreed by Maincom Services in writing.

(b) The terms and conditions set out in this Work Order Conditions may be amended and/or supplemented by Order Details set out in a Work Order. To the extent that there may be any inconsistency between the Order Details in the Work Order Conditions and the Order Details in any Work Order, the terms of the relevant Work Order will prevail.

(c) If there are Special Conditions set out in any Work Order, to the extent that there may be any inconsistency between the Special Conditions set out in the Work Order and the terms and conditions in the Work Order Conditions, the Special Conditions in the relevant Work Order will prevail.

(d) It is aware of the terms and conditions set out in this Work Order Conditions and agrees to be bound by those terms and conditions in the event that a Work Order is issued to the Subcontractor to carry out works specified in a Work Order;

(e) Maincom Services is not obliged and may, include for no reason, at its sole and unfettered discretion not issue a Work Order to the Subcontractor;

(f) Maincom Services is otherwise not obliged to engage the Subcontractor to carry out any works;

(g) Where Maincom Services does not issue a Work Order, Maincom Services does not have any liability to the Subcontractor.



Clause 5	Subcontractor has Design responsibility: No
Clause 8	Rate of Liquidated Damages: \$/calendar day
Clause 9	Defects Liability Period: In accordance with the Relevant Building Act up to 6 Years
Clause 10	When claim(s) to be made – Upon Completion of the Works and to the satisfaction of Maincom Services. Time for Payment: 30 days Bi-Monthly from the 15 th or last day of the month in which the claim for payment is made.
Clause 11	Retention to be held: No If yes, Percentage of Retention: 10% of each payment claim up to a maximum of 5% of the Subcontract Sum Retention to be released at Completion: 50% of the amount held

<p>EXECUTED as an agreement.</p> <p>SIGNED for and on behalf of MAINCOM SERVICES PTY LTD by its representative:</p> <p>..... Signature</p> <p>..... Name of Representative</p> <p>Date:</p>	<p>Trade applying this document:</p> <p>SIGNED for and on behalf of by:</p> <p>.....</p> <p>..... Signature of director Signature of secretary/director</p> <p>.....</p> <p>..... Name of director Name of secretary/director</p> <p>Date:</p>
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Terms and Conditions

1 Scope of Works Contract and Payment

A reference to Order Details in these Terms and Conditions means the Order Details as specified on the front page of the work Order Conditions and which may be amended and/or supplemented by the Order Details as specified in any work Order subsequently issued by Maincom Services to which these terms and conditions are incorporated by reference.

Except as otherwise expressly agreed upon in writing between a duly authorised officer of Maincom Services and the Subcontractor, these e Terms and Conditions will apply notwithstanding any provisions to the contrary which may appear on any quotation, order form or other document issued by the Subcontractor.

The Subcontractor shall complete the works in a professional, expeditious, safe and workmanlike manner.

The Subcontractors shall follow the Code of Conduct and adhere to the Maincom Values, Vision and Mission statements at all times. The Subcontractor shall be responsible for the whole of the works, including the work of any sub-contractors. Maincom Services shall, in accordance with any work Order, pay to the Subcontractor the Subcontract Sum stated in the Order Details as such sum may be adjusted in accordance with the work Order.

2 Maincom Services Instructions and Variations

Maincom Services may from time to time issue instructions to the Subcontractor regarding the works and the Subcontractor shall comply with them. Maincom Services may instruct the Subcontractor to vary the works. The Subcontractor shall have No Claim arising out of or in connection with that instruction or any variation to the works unless either:

(1) Maincom Services and the Subcontractor agree in writing as to the amount of any such payment and to the extent of any extension of time.

For the purposes of agreeing the amount of any such payment, any pre-agreed rates shall be applied; or

(2) Notwithstanding any failure to agree as contemplated by sub-clause

(a), Maincom Services gives the Subcontractor a written instruction expressed (on the face of the instruction) to be given under this sub-clause

(b) And instructing the Subcontractor to proceed.

3 Regulations, Notices, Fees and Consents

The Subcontractor shall comply with the requirements of all authorities having jurisdiction over the works and shall give and receive all notices and pay all fees and deposits.

If, in connection with the performance of the works, it is necessary for the Subcontractor to obtain access to any property, the Subcontractor shall do so at its own cost and shall obtain all necessary consents and approvals from landowners and occupiers to carry out all repairs as per Building Code of Australia (BCA) whether instructed by Maincom or not. The Subcontractor bears absolutely the risk of site conditions including any latent conditions and is deemed to have inspected the Incident Address and made all relevant inquiries and satisfied itself it can carry out the works having regard to those site conditions without t any increase e in the Subcontract Sum.

The Subcontractor is deemed to have allowed in the Subcontract Sum and the Subcontractor's program for all things reasonably incidental to performing the works under this Subcontract notwithstanding such work is not expressly stated in any work Order. The Subcontractor shall have No Claim against Maincom Services in respect of the matters in this Clause 3.

The Subcontractor shall apply and provide complete evidence of all copies to Maincom Services of all Compliance/Consent Certificates for works completed if and when such applies.

4 Warranties and Acknowledgements

In addition to the other warranties given by the Subcontractor, Including Manufacturer's warranty on all materials under the work Order, the

Subcontractor hereby warrants to Maincom Services as follows:

(1) The works under the Subcontract will be performed in a proper and workmanlike manner in accordance with any documents and plans and specifications forming part of the work Order;

- (2) All materials supplied by the Subcontractor will be good and suitable for the purpose for which they are used and, unless otherwise stated in the work Order, those materials will be new;
- (3) The works to be executed in accordance with any work Order will be done in accordance with and comply with any applicable law;
- (4) The works to be executed in accordance with any work Order will be done with due diligence and within the time stipulated in the work Order, or if no time stipulated, within a reasonable time;
- (5) The works and all materials used in doing the works will be fit for the specified purpose or result; and
- (6) All work done under any work Order will comply with:
 - (a) The Building Code of Australia, specific trade codes and/or equal or above to all Australian Standards;
 - (b) All other relevant codes, standards and specifications that the works are required to comply with under any law; and
 - (c) The conditions of any relevant development consent or complying development certificate.

5 Design Responsibility

The provisions in this Clause 5 will apply if in the Order Details the Subcontractor is stated as being responsible for the Design of the works for that work Order.

- (1) For the purposes of this Clause and the Subcontract:
 - (a) "Design" means such design, conceptual design, design development and design documentation (including shop drawings) as the Subcontractor must provide under the work Order.
 - (b) "Design Documents" means the computer, computer programs, drawings (including modifications to any drawings or any additional drawings), models, patterns, samples, specifications and other information and the like required by the work Order, and created for the design of the works.
- (2) The Subcontractor shall be fully responsible for the Design required to carry out the works in accordance with the work Order.
- (3) The Subcontractor shall carry out the Design so that the works are in accordance with the work Order, and so that the works are fit in every respect for the purpose for which the work Order was issued.
- (4) Should this Subcontract be terminated for any reason, Maincom Services may take possession of any Design Documents developed for the purposes of carrying out the works.

6 Superintendence and Other Subcontractors

- (1) The Subcontractor shall superintend the whole of the works and shall nominate to Maincom Services in writing a person authorised to receive instructions from Maincom Services as required in relation to his or her purpose on site.
- (2) The Subcontractor acknowledges that it does not have sole and exclusive possession of the Incident Address and must co-ordinate its works with the work being carried out by the other contractors, sub-contractors, workers engaged by Maincom Services and the Client. The Subcontractor must comply with all directions issued by Maincom Services with respect to the co-ordination of the works including with the works carried out by others and must do so at no additional cost to Maincom Services.
- (3) The Subcontractor must not without the written approval of Maincom Services subcontract any of the works. Approval to subcontract will not relieve the Subcontractor from any liability or obligation under any Work Order. The Subcontractor will be liable to Maincom Services for the acts and omissions of its subcontractors and employees and agents of its subcontractors as if they were acts or omissions of the Subcontractor.

7 Start Date and Completion Date

- (1) "Completion" means completion of the works such that they are useable by the Client and free from identifiable defects, where the Subcontractor has provided the Completion Certificate required under sub clause (4) and where all surplus materials and rubbish have been removed and the Incident Address has been cleaned and tidied.
- (2) The Subcontractor shall commence the works on the Start Date set out in the Details. Prior to commencing the works the Subcontractor must complete a Site Risk Assessment and where high-risk work is performed and identified, the subcontractor must also provide and make available on site a SMS document obtained by their own authority signed by all that attend the property during the risk period and provide a copy to Maincom Services.
- (3) The Subcontractor shall achieve Completion by the Date for Completion set out in the Order Details or as such date may be adjusted by Maincom Services at its discretion and (subject to Clause 2) in recognition of the delays caused by any variations or caused by any act, omission or default on the part of Maincom Services, or any servant or agent of Maincom Services.

(4) The Subcontractor shall procure the signature of the Completion Certificate attached at Appendix 3 by the Client when the Subcontractor considers that it has achieved Completion. It is a precondition to Completion that the Subcontractor has procured a signed Completion Certificate from the Client. If the Client is not available to sign the Completion Certificate, the Subcontractor must contact Maincom Services and arrange for Maincom Services to inspect the works and sign the Completion Certificate on behalf of the Client. If the Client or Maincom Services identify any defects in the works which require rectification prior to the signing the Completion Certificate, the Subcontractor must rectify those defects immediately and to the satisfaction of the Client or Maincom Services (as the case may be), acting reasonably, and as a precondition to the signing of the Completion Certificate.

8 Damages for Late Completion

Liquidated Damages in principal:

(1) Should the date when Completion is achieved as advised by Maincom Services be after the Date for Completion, then, without prejudice to any other rights of Maincom Services the Subcontractor shall allow Maincom Services a sum calculated at the rate stated in the Order Details as Liquidated Damages and such amount may be deducted from payments, from retention and any balance may be recovered by Maincom Services as a debt due to it by the Subcontractor.

(2) Where there is no sum stated on the Order Details, the Subcontractor is liable to pay or allow to be deducted the costs estimated by

Maincom Services to be suffered by it as a result of the delay in completing the works by the Date for Completion.

(3) If this clause 8 (or any part thereof) is found for any reason to be void, invalid or otherwise inoperative so as to disentitle Maincom Services from claiming delay liquidated damages, Maincom Services is entitled to claim against the Subcontractor damages at law for the Subcontractor's failure to achieve Completion by the Date for Completion.

9 Defects and Defects Liability Period

In addition to rectifying any defects in the works, the Subcontractor is required to rectify, replace and/or pay for any damage caused and/or

Contributed to by the Subcontractor to the Client's property.

Without limiting the preceding paragraph, the Subcontractor shall be responsible for and make good any defects in materials or workmanship as advised by Maincom Services for a period after the Date of Completion as stated in the Order Details. This period shall be deemed the Defects Liability Period.

9.1 Obligations during the defects liability period

(a) During the defects liability period as part of Clause 9, the Builder may direct the Subcontractor to rectify any defects in the Works of which either - becomes aware. The Subcontractor must rectify any defect in the Works when directed to do so by the Builder, or where not directed, as soon as practicable.

(b) A further defects liability period applies for the duration specified in clause 9 in respect of all rectified works, commencing on the date the rectification work is completed.

(c) The Subcontractor must ensure that, in carrying out rectification work, it causes as little convenience as is reasonably possible to the Builder, client and or home owner and other persons working on or using the Site or the Works.

(d) If the Subcontractor fails to comply with its obligations under this clause within the time specified by the Builder, (or if no time is specified), a reasonable time, the Builder may have the rectification work carried out by others. The cost of the rectification work incurred by the Builder will be a debt due from the Subcontractor to the Builder. The Subcontractor will always have first preference to the rectification as long as the Subcontractor is still trading legally and part of the Maincom Trade Panel.

10. Claims and Payments

Two Ways You Invoice The Maincom Group:

1. Emailed:

PDF invoices can be sent to us via email: creditors@maincom.net

2. Faxed:

Invoices can be faxed to 1300 342 358 - Please do not include a coversheet, as the system does not require one

Invoice Requirements:

(1) The Subcontractor shall be entitled to make a claim for payment upon Completion of the works and subject to the submission by the Subcontractor of a copy of:

(a) A Tax Invoice if Registered with GST

(b) The Company ABN as set up with the Maincom Group

(c) A signed WHS (Work Health & Safety Statement) signed or a Set of signed SWMS signed by all on the job

(d) A Tax Invoice Number and an Invoice Date to be seen

(e) The correct full work order/Makesafe Order number the invoice aligns to

(f) The cost should align exactly to the work order cost

(g) All GST free invoices must state – 'Invoice'

(h) All high-risk work completed must have the Compliance document accompanying the invoice

(i) All applicable taxes including GST and a duly executed Subcontractor's Statement in the approved form of the relevant state in which the works were carried out, if such applies in that state. For example, for works carried out in your region, the applicable form is set out in Appendix 2 to this Subcontract or a later version as approved by the relevant authorities; without which the claim for payment will not be registered for payment approval until these are all received.

(j) No corrections on any invoice allowed – IE; Liquid paper, cross out Etc...

(2) Maincom Services shall pay to the Subcontractor within the time stated in the Order Details the amount assessed by Maincom Services to be due, calculated from the date the Subcontractor's claim is made and having regard to any deductions that Maincom Services is entitled to make under this Subcontract including without limitation the estimated cost of rectifying defects.

(3) Payment shall be on account only and no payment shall be deemed to signify approval or acceptance of any works up to that time completed.

(4) Maincom Services may set off against any amount owing to the Subcontractor the amount of any loss or damage which Maincom Services claims to be due to it as a result of any act or omission of the Subcontractor.

11 Retention

(1) In making payments, Maincom Services shall be entitled to deduct up to the percentage stated in the Order Details from the amount otherwise payable, provided that on the Date of Completion all moneys then retained, other Than that sum nominated to be held during the Defects Liability Period as stated in the Order Details, shall be released to the Subcontractor.

(2) Any amount so deducted shall be by way of performance security and shall be available to Maincom Services whenever Maincom Services may claim to be entitled to the payment of moneys by the Subcontractor under or in connection with this Subcontract or the works or whenever Maincom Services may claim to be entitled to reimbursement of any moneys paid to others under or in connection with any work Order or whenever Maincom Services may claim to be entitled to other moneys payable by the Subcontractor to Maincom Services (whether by way of set-off or otherwise).

12 Final Payment

On the expiration of the Defects Liability Period and completion of making good any defects and omissions and on certification by the Subcontractor that he has completed all the works in accordance with this Subcontract, the Subcontractor shall be entitled to payment of any amount retained and to any other amount outstanding provided that, in connection with any amount outstanding, it has complied with clause 15 and it has submitted a complete statement of accounts, has handed over all certificates of authorities relating to the works and all required guarantees and warranties.

13 Insurance

(1) The Subcontractor shall in the joint names of itself, all sub-contractors and The Maincom Group for their respective right, interests and liabilities affect all insurances directed by Maincom Services to be affected including without limitation those stipulated in the Order Details in the amounts and for the period nominated in the Order Details.

(2) The insurances referred to in this Clause 13 shall be affected before the works are commenced and shall be maintained effective until Completion except with respect to any professional indemnity insurance which must be maintained for a period of 6 years after Completion.

(3) All the above-mentioned policies shall be affected in accordance with the Order Details or otherwise with an insurer nominated by the Subcontractor and approved by Maincom Services and the Subcontractor must provide Maincom Services with a Certificate of Currency and a copy of the policy wording.

14 Passing of Title

In respect of any materials or goods to be supplied as part of the works, property in such materials and goods shall pass to the Client upon the happening of the earlier of either:

- (1) Payment being made in respect of those materials or goods; or
- (2) Those materials or goods being delivered to the Incident Address.

15 Notice of Claims

(1) All claims for damages, compensation, unjust enrichment, restitution, or adjustment to the Subcontract Sum, all matters of interpretation and clarification of this Subcontract and all claims whether in contract, tort (including negligence), unjust enrichment or otherwise (collectively referred to as a "claim") will be dealt with in accordance with this Clause.

(2) Each claim must be in writing and specify:

- (a) The perceived legal basis for the claim including, where appropriate, a reference to the clause of this Subcontract under which the claim is made;
- (b) The facts relied upon in support of the claim in sufficient detail to permit verification; and
- (c) Details of the quantification of the sums claimed then known to the Subcontractor and the manner in which such sums have been calculated.

(3) The Subcontractor will not have a right to submit any claim, initiate any action or proceedings against Maincom Services and will have No Claim in respect of any matter, fact or thing of any nature arising out of or in connection with or under any work Order or the works unless the Subcontractor within 10 days of the Date of Completion lodges that claim in writing with Maincom Services in accordance with the requirements of this Clause 15.

(4) For the purposes of the work Order, "No Claim" means no claim for any moneys or for any adjustment to the Subcontract Sum or for any

Extension of time for Completion or for costs, expense, or loss or damage on any basis whatsoever including, without limitation, no claim:

- (a) Pursuant to contract;
- (b) Intorts (including negligence); (c) on a quantum merit;
- (d) Pursuant to quasi contract; (e) for unjust enrichment; or
- (f) Without limitation, pursuant to any other principle of law or equity.

16 Occupational Health and Safety

(1) The Subcontractor must comply with:

- (a) All relevant legislative requirements concerning Occupational Health and Safety and work Health and Safety;
- (b) Directions of Maincom Services with respect to the Incident Address including any occupational health and safety and work Health and Safety requirements and any site induction requirements of Maincom Services.

(2) Without limiting the generality of sub-clause (1):

(a) The Subcontractor must exercise all necessary precautions for the health and safety of all persons, including its employees, employees of Maincom Services and members of the public who may be affected by the actions of the Subcontractor;

(b) the Subcontractor must inform itself of all occupational health and safety and work Health and Safety policies, procedures or measures implemented or adopted by Maincom Services and the occupiers of any premises at or within which the Subcontractor performs the works; and

(c) Maincom Services will be entitled, but under no obligation, to issue directions in relation to occupational health and safety and work Health and Safety issues and the Subcontractor must, at its own cost, comply with those directions to produce the highest level of health and safety.

(1) The Subcontractor indemnifies Maincom Services against any action, claim, demand, cost or expense to which it may be exposed or which arises from a breach of its obligations under this Clause 16 or from the enforcement of any legislative requirements concerning occupational health and safety and work Health and Safety including, without limitation, the Regulations as a result of any breach by the Subcontractor of its obligations under this Subcontract.

17 Termination

(1) Should the Subcontractor be in default of any provision of the Work Order, then Maincom Services may give notice in writing to the Subcontractor describing the default and stating that if it is not remedied within 1 day of sending the notice, either Maincom Services may employ and pay others to remedy the default (at the Subcontractor's cost) or may determine the employment of the Subcontractor. If the Subcontractor does not make good the matter in which it is in default within that period of time, then Maincom Services either may employ and pay others to remedy the default (at the Subcontractor's cost) or may give notice to the Subcontractor that the employment of the Subcontractor is thereby determined.

(2) If the Subcontractor becomes bankrupt, enters into a scheme of arrangement with creditors, goes into liquidation or a receiver is appointed, Maincom Services may terminate this Contract immediately without prejudice to any right which might have accrued or may accrue.

18 Terminations and Reduction for Convenience

(1) Maincom Services may, by written notice, terminate any work Order immediately. The Subcontractor must immediately do everything possible to mitigate consequential losses and continue work on the provision of the works not affected by the notice.

(2) Where there has been a termination under sub-clause

(1), Maincom Services will be liable only for:

(a) Payments for works performed before termination; and

(b) The cost of materials and goods properly ordered for the works for which the Subcontractor shall have paid or for which the Subcontractor is legally bound to pay; and

(c) The reasonable cost of demobilization of the Subcontractor.

(3) The Subcontractor otherwise will have No Claim against Maincom Services. Maincom Services will not be liable to pay any compensation relating to the termination including for loss of prospective profits.

19 Licensing

The Subcontractor warrants that it is the holder of a current and valid license from the Department of Fair Trading which permits the carrying out of residential building works which are the subject of any work Order. The Subcontractor undertakes to ensure that this license remains valid throughout the period of any work Order and acknowledges the validity of such license is a fundamental condition of the work Order.

20 Notices

Any notices required to be given to either party shall be deemed sufficiently given if sent by pre-paid mail or facsimile to the person for whom it is intended at the address appearing in any work Order.

21 Goods and Services Tax

The parties agree that:

(1) If any Payment is consideration for a Taxable Supply for which the supplier is liable to GST, the recipient must pay the GST Amount to the supplier, concurrently with the relevant payment unless otherwise agreed in writing;

(2) Any reference to a cost or expense in any work Order excludes any amount of GST forming part of the cost or expense when the relevant party incurring the cost or expense can claim an Input Tax Credit; and

(3) The supplier will provide to the recipient a Tax Invoice for each supply. In this Clause 21:

(a) GST Amount means any Payment multiplied by the applicable rate at which the GST is levied;

(b) GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cth); and

(c) Input Tax Credit, Tax Invoice and Taxable Supply have the meanings given to those expressions in the GST Act.

22 Disputes

(1) Differences or disputes between the parties arising under or in any way related to any work Order or the subject matter thereof ('dispute') will be resolved in accordance with this Clause 23. A party claiming a dispute has arisen must give written notice thereof to the other specifying the nature of the dispute.

(2) Within 7 days of receipt of that notice the parties to the dispute shall seek to resolve the dispute by referring the matter to a meeting of the managing director or chief executive officer, or such other authorised persons, of each of the parties. If the dispute is not resolved within 10 days after such referral, a party may commence litigation with respect to the dispute.

23 Reservations of Common Law Rights

The parties acknowledge and agree that the provisions of this Contract shall be in addition to any common rights of Maincom Services. No provision of this Contract shall limit the operation or generality of any other provision of this Contract which confers any rights on Maincom Services.

24 Governing Law

(1) The law of your Region governs any work Order. The parties submit to the exclusive jurisdiction of the courts of your region or any competent Federal court exercising jurisdiction in your region. The dispute must be determined in accordance with the law and practice applicable in the court.



Work Order Date: XX/XX/XXXX

APPENDIX 1

Work Order

Work Order: XXXXXXXX
For:

("Subcontractor")

Client Details Client Reference: Clients Name: Incident Address: Contact Numbers:	Maincom Details Our Reference: Supervisor: Telephone: Fax: Email:
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ORDER DETAILS								
Start Date: 20/08/2014		Completion Date: 20/08/2014		Materials		Labour		
Scope of Works ('Works') <small>The Subcontractor is to carry out the following works and everything else incidental to those works or which can be inferred from those works, including the supply of all equipment and materials, and the carrying out of all obligations which may be reasonable and necessary to bring about the contractual result, are called 'the Works'</small> Granny Flat 1. Cut and patch 1m2 affected areas and remove and replace wet insulation 1m2. Make good for painter 2. Seal and paint ceiling and cornice to granny flat area 30m2				TOTAL		TOTAL	QTY	UNIT
				1.00	M2	35.00	6.00	Hour
30.00	M2	30.00	30.00	Hour	270.00			
Please ensure your invoice is broken up in hours and amounts as per this work order				➔	\$65.00	\$558.00		

Grand Total (GST Inc.) \$685.30

Special Conditions:

INSURED IS TO BE CONTACTED FOR SCHEDULING, WITHIN 2 WORKING DAYS OF RECEIVING THIS ORDER. Please advise when all works have been completed.

Works are to be completed by the end date stated on this order.

You must advise the supervisor if there is a delay in preventing completion of works by the stated end date. You are to remove all trade waste from site and leave the work area in a tidy state.

Please contact Paul Maddestra 0430 965 243 with any and all enquiries relating to this work order.

APPENDIX 1 'cont.' Work Order

The Subcontractor agrees, acknowledges and represents that:

1. By agreeing to undertake the works the subject of this Work Order, the Subcontractor agrees and acknowledges that this Work Order together with the Work Order Conditions previously accepted by the Subcontractor form the terms and conditions on which the Subcontractor is engaged by Maincom Services to carry out the works the subject of this Work Order; and
2. Is bound by the Work Order Conditions which are incorporated into this Work Order as though repeated in this Work Order and the particulars to constitute the Order Details as referred to in Work Order Terms and Conditions.
3. The below work Order dates are binding and any variance to these dates must be communicated to the relevant Supervisor as per this Work Order.

ORDER DETAILS

Clause 5 Subcontractor has Design responsibility: ~~Yes~~/ No

Clause 8 Rate of Liquidated Damages: \$ /calendar day

Clause 9 Defects Liability Period: In accordance with the relevant Building Act (up to 6 years)

Clause 10 When claim(s) to be made - Upon Completion of the Works and to the satisfaction of Maincom.
Time of Payment: 30 days Bi-Monthly from the 15th or last day of the month in which the claim for payment is made.

Clause 11 Retention to be held: ~~Yes~~/ No
If yes, Percentage of Retention: 10% of each payment claim up to a maximum of 5% of the Subcontract Sum
Retention to be released at Completion: 50% of the amount held

Insurance details	Type	Policy No.	Expiry date
Clause 13	Public Liability		17-Jul-2014
Clause 13	Workers Compensation		08-May-2014
Clause 13	Licence Number		3/07/2016 12:00:00AM

APPENDIX 2

Subcontractor WHS Statement

For the purpose of this Statement a “subcontractor” is a person (or other legal entity) that has entered into a contract with a “Principal contractor” to carry out work.

This Statement must be signed by a “subcontractor” (or person who is authorised, or held out as being authorised, to sign the statement by the subcontractor) where the “subcontractor” has performed contract works and has complied with the WHS obligations in performing the works. The signed Statement is to be submitted to along with final Tax Invoice for payment.

SUBCONTRACTOR'S STATEMENT

Subcontractor: _____

ABN: _____

Contract number/identifier: _____

This Statement applies for work between: 20/08/2014 and 20/08/2014 Inclusive

Subject of payment claim dated: _____ / _____ / _____

I, _____ a Director or a person authorised by the Subcontractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters which are contained in this Subcontractor's WHS Statement and declare the following to the best of my knowledge and belief:

(a) The above-mentioned Subcontractor has performed a Site Risk Assessment prior to commencing the works and has identified and addressed and/or eliminated all the risks prior to commencement of any works.

(b) All workers have been made aware of all the risks and procedure of works to be performed via toolbox talks. (c)

All workers have followed the Maincom Services site safety rules at all times.

(d) Site Specific Safe Work Method Statements (SWMS) have been signed and dated by all workers and a copy of signed SWMS kept on site during works.

(e) Relevant Safety Data Sheets were readily available on site and Hazardous Chemicals/Substances register kept up to date. (f)

Tools and Equipment inspected and electrical equipment tagged.

(g) All workers had the required PPE (safety boots, gloves, glasses etc.) to perform the works.

(h) Any incident or near miss relating to this job was reported straight away to the Supervisor as highlighted on this relevant Work Order.

(i) All Consent and/or compliance certificates have been approved signed and will be provided with this document to Maincom

Signature: _____ Full Name: _____

Position/Title: _____ Date: _____

APPENDIX 3 Completion Certificate For:

Client Details Clients Name: Incident Address:	Maincom Details Work Order Number: Our Reference: Date printed: Supervisor:
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Scope of Works - Acknowledgement of Completion (To be signed by the client unless agreed otherwise with assigned supervisor)

Scope of Works	Materials		Labour	
	QTY	UNIT	QTY	UNIT
Granny Flat 1. Cut and patch 1m2 affected areas and remove and replace wet insulation 1m2. Make good for painter 2. Seal and paint ceiling and cornice to granny flat area 30m2	1.00	M2	6.00	H
	30.00	M2	30.00	

I, _____ certify that above works have been completed

Signed: _____

Date: _____



Australia

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