



Fire Boar Pty Ltd. / Training Boar
ABN: 36 718 497 624 ACN: 132 208 836
QBCC: 1148085 Electrical Lic: 70129
Air Boar Pty Ltd.
ABN: 53 660 058 042 ACN: 660 058 042
QBCC:15319813
www.fireboar.com.au
www.trainingboar.com.au
www.airboar.com.au

Minor Works Subcontract

Minor Works Subcontract Schedule

Contractor Details

Business Name	Fire Boar Pty Ltd	QBCC Licence	1148085
Primary Phone	1300 112 627	Electrical Contractor	70129
Fax	(07) 3208 6693	ABN	367 184 976 24
Email	service@fireboar.com.au	ACN	132 208 836
Street Address	123 Boundary Road, Rocklea, QLD	Post Code	4106
Postal Address	PO Box 1142, Archerfield, QLD, 4108	Post Code	4114

Subcontractor Details

Business Name		QBCC Licence	
Primary Phone			
Fax		ABN	
Email		ACN	
Street Address		Post Code	
Postal Address		Post Code	

Boar Group Terms & Conditions

By signing this Subcontract, you acknowledge that you have read and understood the terms and conditions of this agreement including those which can be found online at: <https://boargroup.com.au/termsconditions/>

Contractor Clarifications

The General Conditions of Fire Boar's Commercial Works Subcontract may not be suitable for all work and Fire Boar does not make any representation as to the suitability of the general conditions. Users of the general conditions must make their own assessment or seek professional legal advice as to the appropriateness of these general conditions for any work or any changes that may be needed to these general conditions.

This contract has been developed in alignment with QBCC's Commercial Works Subcontract.

QBCC Clarifications

This subcontract is intended to be used by Contractors and their Subcontractors to document their commercial building agreements (including subcontracts for residential building work).

Under s67G (1) of the Queensland Building and Construction Commission Act 1991 ('the QBCC Act') if the reasonable cost of the building work covered by this contract is more than \$10,000, this contract must be put in writing before the building work is started; if the reasonable cost is \$10,000 or less, the contract must be put in writing before the building work is finished.



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Subcontract Schedule

Recitals

The Subcontractor is to carry out and complete the works and the Contractor is to pay the Subcontractor for the works in accordance with the Terms and Conditions of this Subcontract.

Item	Subject	Particulars
1.	Project Name	
2.	Site Address	
3.	Trade Description	
4.	Subcontract Number	
5.	Date for Commencement	
6.	Date for Completion	
7.	Subcontract Sum	
8.	Subcontract Documents	<p>The Contractor and the Sub-Contractor agree the following documents comprise the Sub-Contract between them:</p> <ul style="list-style-type: none"> a. this Sub-Contract Agreement; b. the Sub-Contract Particulars; c. the Sub-Contract Terms and Conditions; d. the Deed of Warranty; e. the Deed of Release; f. the Sub-Contractor's Statement; and g. the Trade Package (consisting of Annexures). <p>The order in which the Sub-Contract documents are listed above is the order of precedence of the Sub-Contract documents.</p>
9.	Security	<p>_____</p> <p>(Nil / 5% of Subcontract Sum).</p>
10.	Liquidated Damages	<p>\$<500.00> per business day _____</p> <p>(Nil / 5% of Subcontract Sum).</p>
11.	Subcontractor's Contract Works Insurance	<p>_____</p> <p>(Value of work under the subcontract).</p>
12.	Subcontractor's Public Liability Insurance	<p>Insurer: _____ Policy no.: _____</p> <p>Amount of Cover: \$ _____</p> <p>(If no amount of cover is stated, the amount of cover is at least \$20 million)</p>
13.	Subcontractor's Professional Indemnity Insurance	<p>Insurer: _____ Policy no.: _____</p> <p>Amount of Cover: \$ _____</p> <p>(If no amount of cover is stated, the amount of cover is at least \$20 million)</p>
14.	Subcontractor's Workers Compensation Insurance	<p>Insurer: _____ Policy no.: _____</p>



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We the undersigned confirm that the above information is true and correct to the best of our knowledge and agree to the above terms and the **General Conditions of Subcontract.**

Contractor Sign Off

Contractor		Date	
Authorised Person		Witnessing Person	
Signature		Witness Signature	

Subcontractor Sign Off

Subcontractor		Date	
Authorised Person		Witnessing Person	
Signature		Witness Signature	

Minor Works Terms & Conditions of Subcontract

1. Commencement and Carrying Out

1.1 Subcontractor Warranties

- a. The Subcontractor must carry out and complete the Works:
 - I. With due skill, care, and diligence, and in accordance with Best Industry Practice;
 - II. In accordance with the Subcontract and the Contractor's directions;
 - III. In accordance with all Legislative Requirements;
 - IV. Using materials that are new, fit for purpose and free of defects;
 - V. By the date for Completion.
- b. The Subcontractor in agreeing to carry out and complete the works warrants that:
 - I. it is suitably qualified, skilled, and experienced in the type of work that is subject of the Subcontract;
 - II. persons employed by the Subcontractor are capable of performing the type of work that is the subject of the Subcontract;
 - III. it has informed itself as to the means of access to and egress from the Site, transport facilities, accommodation, services and storage facilities and any constraints therein available onsite;
 - IV. it has allowed in the Subcontract Sum for incidental items not expressly stated in the Subcontract, but which are clearly necessary for the completion and performance of the work under the Subcontract to be supplied and carried out including all Legislative Requirements;
 - V. it has the necessary resources to complete the Subcontract by the date for Completion;
 - VI. it is Financially Sound at the time of entering into this Subcontract and continues to be Financially Sound in the performance of the work under the Subcontract and will comply with any direction of the Contractor for the Subcontractor to provide proof that it is Financially Sound, including to provide to the Contractor (when directed by the Contractor) all financial records of its financial position to be provided a financial expert to allow that financial expert to form an opinion of the Subcontractor's financial position to perform its obligations under this Subcontract; and
 - VII. any other warranties set out in a Deed of Warranty if requested by the Contractor.
- c. The Subcontractor has entered into the Subcontract relying on its own examination and investigations of the Site and accepts the Site and any structures on the Site in their present condition. The Contractor makes no representation and gives no warranty with respect to:
 - i. Site conditions (including sub-surface conditions);
 - ii. any structure on the Site;
 - iii. works completed by previous subcontractors; and
 - iv. as to the accuracy, adequacy, suitability, or completeness of any Site information document supplied.The Subcontractor assumes the risk and acknowledges it will have No Claim against the Contractor arising out of or in connection with the physical conditions and characteristics of the Site and its surrounds.
- d. The Subcontract Sum is sufficient to cover the discharge of all the Subcontractor's obligations under this Subcontract;
- e. If the Subcontractor has any design responsibility under the Subcontract, it will ensure that:
 - I. Appropriately skilled, experience and qualified persons supervise and co-ordinate design and production of design documents; and
 - II. The works under the Subcontract are fit for their stated purpose and complies with all requirements of the Subcontract.
- f. The Subcontractor must:
 - I. Attend all Site meetings as requested by the Contractor;
 - II. Co-operate and coordinate with all other workers and contractors on the Site; and
 - III. Satisfy itself that the Site is suitable.
- g. The Subcontractor is responsible for:
 - I. any damage caused by the Subcontractor and its agents and employees;
 - II. keeping the Subcontractor's area clear and safe at all times;
 - III. carrying out of the Works safely; and
 - IV. developing, documenting, and presenting to Boar Group upon request, a Quality Management Plan (QMP) (appropriate for, and in accordance with the scope of works) to assure the quality of the Subcontract Works.
- h. Subcontractor must comply with the Contractor's directions.
 - I. A direction may be given orally, however, where a direction is given orally, the Subcontractor must obtain written confirmation from the Contractor of the direction within three (3) Business Days.
 - II. (Conforming to the requirements of ISO:9001 or an equivalent standard);
 - III. At all times during the undertaking of the work under the Subcontract, the Subcontractor must comply with the requirements of the WHS Legislation and prepare and submit to the Contractor a safe work method statement prior to commencing any work under the Subcontract;



- IV. As far as is practicable, the Subcontractor must ensure that it does not by its acts or omissions cause or contribute to any breach by the Contractor of its statutory obligations. The Subcontractor must indemnify the Contractor in respect of any liability, costs, losses, or expenses whatsoever arising in connection with any breach of WHS Legislation by the Contractor to which the Subcontractor has contributed by a breach of this clause;
- i. The Subcontractor must obtain and provide all guarantees and warranties reasonably available in relation to the supply and installation of materials, goods, and other equipment, which extend beyond the Defects Liability Period. These are to be made in the favour of the Principal.
- I. The Subcontractor must not enter into any secondary subcontracts or assign any right or benefit of the Subcontract without the prior written approval of the Contractor (which may be withheld in the Contractor's absolute discretion).
- II. Any work undertaken on the Project prior to the execution of the Subcontract is governed by the terms of this Subcontract and forms part of the Subcontract Price.

1.2 Directions

- j. The Contractor may issue a direction to the Subcontractor regarding carrying out the Works, and the Subcontractor must comply with the Contractor's directions.
- k. A direction may be given orally, however, where a direction is given orally, the Subcontractor must obtain written confirmation from the Contractor of the direction within three (3) Business Days.

2. Security

- a. The Subcontractor must provide Security in accordance with the amount stated in the Subcontract Particulars, which shall not exceed 5% of the Subcontract Sum, as adjusted in accordance with this Subcontract.
- b. The Contractor may have recourse to Security when there is any debt due from the Subcontractor to the Contractor, for any claim to monies or any other claim that the Contractor may have against the Subcontractor or if the Contractor has terminated the Subcontract.
- c. Upon the later of the Date of Completion and receipt of a written request from the Subcontractor for release of 50% of Security, the Contractor will release 50% of Security held and return to the Subcontractor.
- d. After the latest to occur of:
- I. the Subcontractor's obligations under the Subcontract being fully performed;
- II. expiry of the last Defects Liability Period;
- III. delivery of a Deed of Release; and
- IV. receipt of a written request from the Subcontractor for release of remaining Security, the Contractor will release and return any remaining Security held by the Contractor, subject to the Contractor's rights under subclause (2.b.).
- e. Except as provided in subclause (2.d.) above, the Subcontractor shall have no entitlement (including any recovery of loss, damage or expense arising under the Subcontract) as a consequence of the conversion of Security into money. The Subcontractor acknowledges that:
- I. The Contractor has a right to convert Security which does not consist of money into money at any time;
- II. In the event of such conversion, the amounts payable by the Contractor under subclause (2.d.) are an adequate remedy for the Subcontractor; and
- III. The Subcontractor has no entitlement to obtain an injunction preventing the Contractor from converting Security which does not consist of money into money.

3. Indemnity and Insurance

- a. The Subcontractor indemnifies the Contractor against:
- I. Loss or damage to property; and
- II. All claims in respect of personal injury, demands, proceedings, fines, penalties, costs (including legal costs), losses, liabilities, and other expenses whatsoever for any personal injury including death and disease or loss of or damage to any property (including the Contractor's personnel and property) arising directly or indirectly out of or as a consequence of, the Subcontractor:
- i. Carrying out or failing to carry out the Works; or
- ii. Breaching this Subcontract (including any negligent act or omissions of its personnel).
- b. The Subcontractor must have and maintain the insurance policies specified in the Subcontract Particulars with an Australian Prudential Regulatory Authority approved insurer and each policy of insurance is to be on terms satisfactory to the Subcontractor.
- c. When the Contractor requests, the Subcontractor must prove to the Contractor that the policies of insurance are current. The Subcontractor must produce a:
- I. Valid certificate of currency; and

- II. The insurance policy wording and any schedules identifying any endorsements, exclusions, and limitations.
- d. a breach of the Subcontract by the Contractor and any other act or omission of the Contractor (including an act of prevention), the Principal or the Superintendent;
 - I. a Variation; or
 - II. a cause of delay giving the Subcontractor an entitlement to claim an extension of time under another clause of the Subcontract,
- e. Each policy of insurance required by this Subcontract must:
 - I. contain (without limitation) a provision that the insurer does not assert any right of subrogation to the rights of any insured against any of the other insured party;
 - II. not include any terms that would adversely affect the likelihood of that policy responding to cover circumstances, losses or damages that may arise in connection with the Subcontract;
 - III. not include any terms which operate to avoid or limit the cover available because an insured is entitled to cover under another policy of insurance; and
 - IV. not apply to a higher level of excess than the excess which would be payable for the same claim if made by the Subcontractor.
- f. The Subcontractor must pay all excess in respect of claims by any party under the policies of insurance effected in accordance with the Subcontract which relate to the Subcontract Works.

4. Programming and Suspension

4.1 General programming obligation

- a. The Subcontractor must program the work under the Subcontract: to ensure Completion is achieved by the Date for Completion; and in compliance with and consistent with the Head Contract Works program (as may be updated from time to time).

4.2 Re-sequencing

- a. The Contractor may direct the Subcontractor to re-sequence the work under the Subcontract so as to ensure that Completion is achieved by the Date for Completion or to accommodate the work under the Head Contract. Upon receipt of a direction under subclause (4.1a). the Subcontractor must immediately comply with the direction. The Subcontractor acknowledges it will have No Claim against the Contractor due to a re-sequencing direction by the Contractor under subclause (4.1a.).

4.3 Suspension

- a. If work under the Head Contract has been suspended, the Contractor may suspend the Works.
- b. If the Contractor fails to make a payment by the due date, the Subcontractor may suspend the Works on giving three (3) Business Days prior notice.

5. Completion & Defects Liability Period

5.1 Completion

- a. The Subcontractor must notify the Contractor in writing when the Subcontractor considers that Completion of the Subcontract Works has been achieved.
- b. On receiving the Subcontractor's notice under subclause (5.1.a.), the Contractor must:
 - I. With due expedition, inspect the Subcontract Works and conduct any further tests required by the Subcontract or considered necessary by the Contractor; and
 - II. Notify the Subcontractor of any matters requiring alteration or performance before Completion will be achieved.
- c. Except for minor defects that do not have a material impact on the completion of works under the Head Contract, when the Contractor reasonably considers that Completion has been achieved, the Contractor must issue a completion certificate to the Subcontractor specifying the date Completion was achieved ("**Date of Completion**")

5.2 Liquidated Damages for Late Completion

- a. If the Works do not reach Completion by the Date for Completion, the Contractor is entitled to Liquidated Damages as specified in the Subcontract Particulars as a debt due and payable to the Contractor.
- b. If the Head Contract Works do not reach Practical Completion by the Date for Practical Completion under the Head Contract due to:
 - I. a failure of the Subcontractor to reach Completion by the Date for Completion under the Subcontract; or
 - II. a breach of any other obligation under the Subcontract by the Subcontractor, the Subcontractor shall indemnify the Contractor against any liquidated damages under the Head Contract or any other damages that the Contractor becomes liable to pay under the Head Contract.



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- c. If it is determined that the Subcontractor's liability to pay the Liquidated Damages is deemed to be, or becomes, void, invalid or unenforceable for any reason (including because such Liquidated Damages are a penalty), the Contractor may claim general damages for the Subcontractor's failure to reach Completion by the Date for Completion.

5.3 Defective Work

- a. As soon as possible after the Date of Completion, the Subcontractor shall rectify all defects existing at the date of Completion.
- b. At any time prior to the expiration of the Defects Liability Period, if the Contractor becomes aware of work done or materials provided which are not in accordance with this Subcontract (Defect), the Contractor will provide written notice to the Subcontractor of that fact and may give to the Subcontractor a written direction to remedy the defects at the Subcontractor's own cost.
- c. If the Subcontractor fails to comply with the written direction, the Contractor may have the defects remedied by others. The costs and expenses incurred by the Contractor as certified by the Contractor are monies due and payable by the Subcontractor to the Contractor.
- d. The Defects Liability Period will commence on the Date of Completion and will expire on the expiry of the last Defect Liability Period under the Head Contract. During the Defects Liability Period, the Contractor may give the Subcontractor a direction to rectify a defect and notify a time for commencement and completion of the rectification works (Rectification Period). If the rectification work is not completed by the date notified, the Contractor may have the works carried out by others or itself and the costs incurred by the Contractor will be a debt due from the Subcontractor to the Contractor.

6. Delays

- a. Within two (2) Business Days of when the Subcontractor first became aware, or should reasonably have first become aware, of an event which has caused or will or is likely to cause any delay to any part of the work under the Subcontract, the Subcontractor must give the Contractor notice of the event, the estimated delay and details of the event. If the delay is ongoing the Subcontractor must update the Contractor by providing further notices weekly.
- b. If the Subcontractor is delayed in reaching Completion by the Date for Completion by any of the following causes of delay:
 - I. breach of the Subcontract by the Contractor and any other act or omission of the Contractor (including an act of prevention), the Principal or the Superintendent;
 - II. a Variation; or
 - III. a cause of delay giving the Subcontractor an entitlement to claim an extension of time under another clause of the Subcontract, and the Subcontractor has: provided the notice/s required under subclauses (6.a.) and (6.c.) and used all reasonable endeavours to mitigate the effects of the delay, the Subcontractor may be entitled to an extension of time for Completion.
- c. The right of the Subcontractor to claim an extension of time under this clause is the Subcontractor's sole remedy in respect of any exclusion, suspension, delay, or disruption arising out of or in connection with the Subcontract, including delay or disruption arising from a breach of the Subcontract by the Contractor. The Subcontractor is not entitled to any increase or adjustment to the Subcontract Sum, or any other compensation or damages, as a result of any exclusion, suspension, delay or disruption arising out of or in connection with the Subcontract.
- d. If the Subcontractor considers itself entitled to an extension of time for Completion, it must within two (2) Business Days of the occurrence of the delay give to the Contractor a written claim for an extension of time together with a statement of the facts upon which the claim is based.
- e. If the Subcontractor is entitled to an extension of time the Contractor will determine a reasonable extension of time following receipt of the Subcontractor's claim under subclause (6.c.).

7. Variations

- a. The Subcontractor must not vary the Works unless in accordance with a written direction from the Contractor.
- b. Where the Subcontractor considers a direction given by the Contractor to constitute a Variation, if it wishes to make a claim against the Contractor, the Subcontractor must notify the Contractor within five (5) Business Days of receiving that direction.
- c. Boar Group may at any time direct a Variation to the Subcontract Works by the addition, decrease, omission, deletion, or removal of items of Subcontract Works, including Goods to be provided.
- d. The price of a Variation is to be determined by the Contractor.



- e. The Subcontract Sum will be increased or decreased for all directed variations by the reasonable amount which the Contractor will determine. If a Variation omits any part of the Subcontract Works, the Contractor may have the Subcontract Works carried out by itself or a third party.

8. Payment

8.1 Payment Claims

- a. The Subcontractor is entitled to make a payment claim on the 25th of each month.
- b. All payment claims, including a final payment claim, must:
- I. Contain the total amount of all progress payments the Contractor has previously paid to the Subcontractor;
 - II. Contain details of the actual cost of work carried out by the Subcontractor up to and including the date of the claim;
 - III. Provide copies of tax invoices for any outlays claimed.
 - IV. Contain a completed Subcontractor's statement (confirming that all employees, consultants, and suppliers have been paid any claims and entitlements that are due and payable) made by a person duly authorised by the Subcontractor.
 - V. Before being entitled to payment, the Subcontractor must if requested by the Contractor, execute, and return a Deed of Warranty, or if required and directed to do so, the form of Subcontractor warranty deed required under the Head Contract.
 - VI. The Subcontractor must within ten (10) Business Days after issue of a certificate of Completion as a precondition to the payment of any monies due to the Subcontractor from the Contractor execute and deliver a Deed of Release.
- c. On receipt of a payment claim, the Contractor will:
- I. Within ten (10) Business Days, issue a payment schedule stating the amount the Contractor proposes to pay to the Subcontractor or the amount due from the Subcontractor to the Contractor pursuant to this Subcontract. If the amount payable/due is less than the claimed amount the Contractor will provide reasons for the difference and an assessment of any debt due or other monies owed by the Subcontractor to the Contractor; and
 - II. Pay that amount to the Subcontractor within thirty-five (35) Business Days of receipt of payment claim.
- d. As a precondition to being entitled to make a payment claim in accordance with clause 8 hereto, the Subcontractor must provide the Contractor with:
- I. Certificates of currency for all insurance policies the Subcontractor is obliged to take out pursuant to clause 3;
 - II. if requested by the Contractor, a Deed of Warranty and a Deed of Release;
 - III. any drawings, operation & maintenance manuals, warranties, guarantees, certificates, instruction manuals or other operational literature, as built drawings and technical specifications required to be provided under the Subcontract or the Head Contract in respect of the Subcontract Works (which the Contractor may direct);
 - IV. an estimate of the percentage of the Subcontract Works yet to be completed; and
 - V. such other information as requested by the Contractor.
- e. A payment claim must be submitted to in accordance with and via the EPC System stated in the Subcontract Particulars.
- f. In the event this Subcontract is terminated, the Subcontractor may issue a payment claim, but is only entitled to do so within five (5) Business Days on and from the date the Subcontract was terminated.
- g. The Contractor and the Subcontractor both agree that:
- I. the Contractor can issue recipient created tax invoices (**RCTIs**) in respect of the Subcontract Works;
 - II. the Subcontractor will not issue tax invoices in respect of the Subcontract Works;
 - III. the Subcontractor acknowledges that it is registered for GST when it enters into this Subcontract and that it will notify the Contractor if it ceases to be registered; and
 - IV. the Contractor acknowledges that it is registered for GST when it enters into this Subcontract and that it will notify the Subcontractor if it ceases to be registered.

8.2 Payment Terms

- a. Subject to there being no dispute regarding the value complete and/or the quality of the works, payments shall be made as provided for in this Subcontract in a manner agreed between the parties. All progress payments shall be considered as payments on account only.
- b. Payments shall include for varied works, provided such variation has been authorised in writing by the Contractor, the agreed value of such variation being added to/taken from the original Subcontract Sum.

- c. As a prerequisite to the final payment for the Works including any variations thereto, the Subcontractor shall sign a Deed of Release certifying that:
 - I. the Subcontractor agrees with the final Subcontract Sum certified by the Contractor as being payable to the Subcontractor;
 - II. it releases the Contractor from any and all further claims of any nature whatsoever under this Subcontract; and
 - III. all wages due and owing to both its employees and subcontractors in respect of the Works have been paid.
- d. In lieu of a Subcontractor endorsed Deed of Release being provided to the Contractor, acceptance of the final payment by the Subcontractor shall constitute such release.

8.3 GST

- a. The Subcontract Sum and any schedule of rates is exclusive of GST.
- b. Should the Subcontractor's ABN not be recorded in this Subcontract, or until such time as that ABN is advised to Boar Group in writing then:
 - I. Boar Group shall not be liable to pay the Subcontractor GST irrespective of whether the Subcontractor has claimed such GST in its claim; and
 - II. Boar Group shall deduct the legislatively required tax from each payment due to the Subcontractor for remission to the Australian Tax Office.
- c. Upon receipt of the Subcontractor's ABN, each party acknowledges its and the other's GST registration. Further, each party agrees to:
 - I. Indemnify the other for any loss arising out of it not being registered for GST; and
 - II. Advise the other in writing should it, during the course of this Subcontract, cease to be registered for GST.
- d. All amounts due and payable to the Subcontractor under this Subcontract shall be identified by a progress claim prepared in accordance with the relevant legislation. Boar Group can issue tax invoices in respect of payment to the Subcontractor under this Subcontract (an "RCTI" – Recipient Created Tax Invoice).
- e. In the event that the Subcontractor incurs a debt to Boar Group, the Subcontractor shall, upon receipt of a properly prepared tax invoice from Boar Group, be liable for the GST on the amount payable.

9. Compliance with Statutes

- a. The Subcontractor must comply with all legislative requirements relating to the Works, including any direction from a local authority or other body having jurisdiction over the carrying out of the Works.
- b. The Subcontractor warrants it has and will hold all relevant licences and other necessary authorisation when required to carry out the Works.

10. Termination

10.1 Default or Insolvency

- a. If the Subcontractor commits an Event of Default the Contractor may give the Subcontractor a written notice setting out:
 - I. Details of the Event of Default; and
 - II. The date by which the Event of Default must be cured, ("**Default Notice**").
- b. If the Event of Default is not remedied by the time specified in the Default Notice, the Contractor may do one of the following:
 - I. Terminate the Subcontract; or
 - II. Take over a part or all of the Subcontract Works ("**Step-In**").
- c. If there is an Event of Insolvency the Contractor may terminate the Subcontract (without prior notice), or, may Step In (providing notice to the Subcontractor of same).
- d. If the Contractor takes over a part or all of the Subcontract Works under this subclause (exercising its Step-In right):
 - I. The Subcontractor's obligations under the Subcontract are suspended for the period the Subcontractor is Prevented from performing the Subcontract by the Contractor exercising its Step-In right;
 - II. The Subcontractor must assist the Contractor to ensure the Contractor is able to exercise its Step-In right effectively and expeditiously; and
 - III. Any cost incurred by the Contractor arising out of or in connection with the exercise of its Step-In right will be a debt due from the Subcontractor to the Contractor.



10.2 Termination for Convenience

- a. The Contractor may, at its sole discretion, by written notice to the Subcontractor immediately terminate this Subcontract:
 - I. Where the Subcontractor fails to discharge its obligations under this Subcontract or fails to undertake Works in a timely manner; or
 - II. If there is an Event of Insolvency
- b. In the event of termination under subclause (10.1a.), Boar Group shall only be liable for those amounts properly due and payable at the time of termination and shall be entitled to set off against any amounts due to the Subcontractor, the incurred or likely to be incurred costs and loss or damage resultant from that termination.

11. Dispute Resolution

- a. If a dispute arises out of or in connection with this Subcontract, the aggrieved party shall, within two (2) Business Days of this dispute arising, give to the other party a written notice of the dispute stating the details of the dispute.
- b. The parties shall meet within five (5) Business Days of the notice of dispute being received by the other party and make reasonable endeavours to resolve the dispute.
- c. Nothing in this clause prevents a party from seeking urgent injunctive, or declaratory, relief.
- d. It is a condition precedent to the referral of a dispute to litigation that the parties have complied with subclauses 11.a. and 11.b. above.

12. Documents

12.1 Supplied Documents

- a. Documents provided by the Contractor to the Subcontractor under this Subcontract remain the Contractor's property and shall be returned to the Contractor on written demand.
- b. The Subcontractor must not use, copy, or reproduce documents provided by the Contractor for any other purpose other than the Works.
- c. To the extent that any part of the various documents comprising the Subcontract imposes a greater or higher requirement, standard, quality or level of service or scope than any other part of the documents, except and subject to where the context expressly requires, that greater or higher requirement, standard or quality, level of service or scope prevails. The Subcontractor acknowledges it will have No Claim against the Contractor due to a direction from the Contractor under this subclause.
- d. The Subcontract contains the entire agreement between the parties. Any previous understanding, agreement, representation, or warranty relating to its subject matter is replaced by the Subcontract and has no future effect. For the avoidance of any doubt, any Subcontractor tender or quote is of no effect.
- e. The Contractor may without the prior consent of the Subcontractor at any time and in its absolute discretion novate and/or assign its right or interest under the Subcontract to a third party.

12.2 Document Control System

- a. All documents and/or notices arising out of or in connection with this Subcontract must be made by the Document Control System if stated at the Subcontract Particulars or as otherwise directed by the Contractor, in which case it is deemed to be served or issued when it enters the electronic server of the recipient.

If a Document Control System is stated at the Subcontract Particulars, the Subcontractor agrees and acknowledges that:

- I. The Contractor intends to implement the Document Control System identified in the Subcontract Particulars;
- II. the Subcontractor will accept and sign up to the standard terms of service for use of the Document Control Systems;
- III. the Subcontractor will pay any charges for the subscription to the Document Control System as directed by Boar Group;
- IV. the Subcontractor will have No Claim against the Contractor in relation to the use of or the retainer of the Document Control System; and
- V. if directed by the Contractor, the Subcontractor will do all acts and tasks that are reasonably required to be used in accordance with the requirements of the Subcontract.

12.3 Modern Slavery Act

- a. The Subcontractor warrants it is aware of the *Modern Slavery Act 2018 (Cth)* and will not act (whether by its employees, contractors, or agents) in any way that would negatively impact or cause to the Contractor to provide a false or misleading 'modern slavery statement'.

13. Definitions & Interpretation

13.1 Definitions

Best Industry Practice means the practices, methods and acts engaged in by subcontractors highly experienced in delivering works comparable to the Work under the Subcontract.

Business Day means a day that is not:

- a. a Saturday, Sunday, public holiday, special holiday or bank holiday in the State or Territory in which the Site is located;
- b. any day occurring within any of the following periods-
 - I. 22 to 24 December;
 - II. 27 to 31 December;
 - III. 2 to 10 January; or
- c. a building and construction industry fixed rostered day off in the State or Territory in which the Site is located.

Completion means the time when:

- a. the Subcontractor has complied with (and the Subcontract Works meet) all the requirements for practical completion under the Head Contract that relate to the Works (as certified under the head contract);
- b. the Works are complete in accordance with this Subcontract except for minor defects;
- c. any minor defects do not prevent the Works from being reasonably capable of being used for the purpose stated or implied by this Subcontract;
- d. the Subcontractor has completed a final clean-up of the Works and has removed all its rubbish and debris from the site; and
- e. any other condition required to be satisfied under the Subcontract for Completion has been satisfied.

Defects liability Period means 12 months and commences on the date of Practical Completion under the Head Contract.

Environmental Legislation means the *Environmental Protection Act 1994* (QLD);

EPC System means the electronic payment claim system as indicated at Item 16 of the Subcontract Particulars;

Event of Default means any of the following breaches, including and not limited to:

- a. any breach or default of the Subcontractor's obligations under the Subcontract including a breach of a warranty in this Subcontract;
- b. the Subcontractor failing to comply with any requirement of this Subcontract, including the supply of items required by this Subcontract or observing Legislative Requirements;
- c. if the Subcontractor abandons or intends to abandon the Subcontract Works; the Subcontractor failing to pursue the Subcontract Works diligently for a continuous period of five (5) Business Days;
- d. the Subcontractor failing to proceed with the Subcontract Works in accordance with this Subcontract in a prompt, efficient and safe manner and in accordance with the Contractor's Project Management Plan and the WHS Legislation;
- e. the Subcontractor fails to complete the Subcontract Works by the Date for Completion;
- f. wrongful suspension of Subcontract Work;
- g. in respect of subclause (8.1b.iii.), providing a statement or record of payment which is false, misleading, or deceptive in any respect;
- h. failing to make good any loss or damage for which it is responsible, including defective work, in a prompt and proper manner.

Event of Insolvency means an admission of insolvency; where execution is levied by a creditor; an act of bankruptcy; where a bankruptcy petition is filed against the Subcontractor; the appointment of an administrator, controller, receiver or liquidator; a winding up order is made by a court; the entering into any composition or arrangement with creditors; or if the Contractor is of the opinion the Subcontractor lacks the financial capacity to complete the Subcontract Works;

Financially Sound means the Subcontractor is a going concern and that the Subcontractor has reasonable grounds to believe that it is able to pay its debts as and when they become due and payable.

Head Contract means the contract between the Principal and the Contractor for the execution of the Project.

Item means an item in the Schedule.

Legislative Requirements means:

- a. Acts, Ordinances, regulations, orders, awards and proclamations of the Commonwealth and the relevant State including Australian Standards and the Building Code of Australia any other applicable codes of practice;
- b. local laws, by laws, orders, ordinances, and legal requirements of any relevant authority, including local government;
- c. approvals, compliance requirements and requirements of organisations having jurisdiction in connection with the carrying out of the work under the Subcontract; and
- d. fees and charges payable in connection with the foregoing;



No Claim means no entitlement to enforce any right or remedy whatsoever:

- a. under or in connection with the Subcontract including but not limited to an extension of time or payment (including damages); or
- b. at law or at equity (including for unjust enrichment).

Project means the whole of the work to be carried out under the Head Contract.

Queensland Building and Construction Amendment means the *Building and Construction Legislation (Non-conforming Building Products – Chain of Responsibility and Other Matters) Amendment Act 2017 (QLD)*;

Site means the address of the Project.

Subcontract means this Subcontract.

Subcontract Sum means the amount payable to the Subcontractor by the Contractor, as adjusted under this Subcontract, as set out in the Schedule.

Variation means to vary the Works by changing the Scope of Works as described in the Schedule or otherwise adding to or omitting from the Scope of Works.

WHS Legislation means:

- a. The *Work Health and Safety Act 2011 (Cth)*; and
- b. the *Work Health and Safety Act 2011 (QLD)* and the *Work Health and Safety Regulation 2011 (QLD)*, as amended from time to time;

Works means the whole of the work to be carried out by the Subcontractor, subject to Variations.

13.2 Interpretation

a. Headings are for convenience only and do not affect interpretation.

b. Except where the context makes it clear that a rule is not intended to apply a reference to:

- I. a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re-enacted or replaced, and includes any subordinate legislation issued under it;
- II. a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced, or novated;
- III. a party to this document or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;
- IV. a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
- V. anything (including a right, obligation or concept) includes each part of it;
- VI. a singular word includes the plural, and vice versa;
- VII. if a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning; and
- VIII. the words subsidiary, and related body corporate have the same meanings as in the Corporations Act.

c. This document is not to be interpreted against the interests of a party merely because that party proposed this document or some provision of it or because that party relies on a provision of this document to protect itself.