



CROKER CONSTRUCTION (WA) PTY LTD

as trustee for the Croker Unit Trust

**CIVIL ENGINEERING
CONTRACTORS**

ABN 50 148 854 635

7 Cobalt Way Maddington WA 6109

T 08 9459 9277

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www.crokerconstruction.com.au

1. CCWA TERMS & CONDITIONS

a) **Subcontractors and Suppliers**

- i. All Subcontractors / Suppliers are bound by the same terms and conditions that apply to the Head Contractor, for the appropriate contract that Subcontractors / Suppliers are to be engaged on.
- ii. Goods and services pricing information detailed on quotations provided to the Head Contractor shall remain valid for the duration of the contract that Subcontractors / Suppliers are to be engaged on.

b) **Workers Compensation, Working Directors / Personal Accident, Public Liability, Comprehensive Motor Vehicle / Plant & Equipment, Professional Indemnity Insurance** - The Subcontractor signing this form shall insure

its liability as required under any applicable law including any statute to its employees engaged in doing anything for the purpose of executing the Subcontractor's rights and obligations under the agreement. The cover for common law liability shall not be limited to less than \$50 million in respect to any one person or number of persons arising out of the one event. The Subcontractor shall ensure that each of its subcontractors insures its liability including its common law liability as required under any applicable law to its employees engaged in doing anything for the purpose of executing the Subcontractor's rights and obligations under the agreement. Such insurance shall be endorsed to name CCWA as the Principal there under and indemnify CCWA against any liability (including common law liability) which may incur under any applicable law in relation to the said employees.

The Subcontractor's / Supplier's cover must be current before attending the work site. Certificates of currency are required to be provided to the Contractor before commencement of work. If cover is not available to the Subcontractor's / Supplier's business, they must declare this in the additional conditions (item 6). Any working director who is not covered by Workers Compensation or Personal Accident insurance shall enter site at their own risk unless accompanied by a Manager or Supervisor of the Contractor.

c) **Invoicing and Payment** - Please note that all accounts are closed by the 5th of each month and any invoices received after this date will be processed during the following month. Invoices can only be processed if an official

Purchase Order number is provided. All equipment and labour hire companies, equipment subcontractors and raw material suppliers must provide in addition to a Purchase Order number, documentation signed by CCWA as proof of services rendered (i.e. Delivery / Hire Docket). All Invoices received by the afore mentioned close date will be processed and paid 30 days after the last trading day of the month, unless, agreed to in writing by the CCWA Chief Financial Officer before the works commence. CCWA will endeavour to schedule a once per week creditor payment at our discretion.

d) **Work Certification** - All work must be checked and signed-off by the Contractor's designated "Site Manager or Construction Manager" where applicable before approval of invoices for payment can be made.

e) **Purchase Orders** - All work to be done or services provided, must have a purchase order to authorise, and any variations to the purchase order must be approved by the person with whom issued the purchase order. All terms and conditions on this order must be adhered to. No Liability is taken for work completed without a purchase order.

f) **Variations** - No variations either in the form of additions or deletions to this Subcontractor / Supplier Agreement shall be carried out unless instructed by way of a Purchase Order by the Contractor. No variations shall be required to be carried out until the basis of payment for the works so involved are agreed upon.

g) **Acceptance of Base Work** - The Subcontractor / Supplier shall not carry out any work over previous works if in his / her opinion the previous work is unsuitable or unsatisfactory. Commencement of works shall imply that the Subcontractor / Supplier accepts the previous work and requires no extra payment or special recompense. The Subcontractor's / Supplier's responsibility shall not extend to latent or hidden defects, which could not be detected by competent work persons, or where the Contractor has issued written instructions overriding the objections of the Subcontractor / Supplier. An extension of the completion date may be agreed if justified within the Main Contract Conditions.

h) **Damage and Site Cleaning** - The Subcontractor / Supplier shall be responsible for:

- i. Any damage which may be occasioned to the works by himself and / or his / her workers or others engaged by the Subcontractor / Supplier.
- ii. All costs in making good, as and when required by the Contractor any damage the Subcontractor / Supplier and / or his / her workers or others engaged by the Subcontractor / Supplier occasion to other work
- iii. Removal from site of all rubbish, plant, equipment and tools at the end of the job or at any time if required



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by the Contractor.
i) **Events of Default -**

If the Subcontractor / Supplier:

- i. Fails to properly carry out the works or any reasonable instruction of the Contractor in respect of the performance or fails to proceed in a diligent and competent manner, or
 - ii. Fails to complete within the agreed time frame or without cause wholly suspends the works before the completion, or intimates that he is unwilling to proceed with the works, the Contractor may without prejudice to any other right or remedy determine this Agreement by notice in writing to the Subcontractor / Supplier. In either of the above default situations, the Contractor may withhold some or all of monies due to the Subcontractor / Supplier to recover reasonable and justifiable costs incurred by the contractor.
 - iii. Becomes insolvent or bankrupt - all materials related to the job on the Contractor's site are to become the property of the Contractor and shall not be removed from the site.
- j) **Defects Liability Period (If Applicable)** - Any defects or other faults which may appear and be notified to the Subcontractor / Supplier within the Defects Liability period specified herein due to faulty materials or workmanship whatsoever not in accordance with this agreement shall be rectified by the Subcontractor / Supplier at his/her own cost. The defects liability period expires when the Contractors defect liability period expires.
- k) **Performance** - If the Subcontractor / Supplier fails to comply with any of the conditions included in this Agreement, the Contractor may do so on his / her behalf and any costs created thereby shall become a debt due and payable to the Contractor from the Subcontractor / Supplier. Any terms or conditions in this agreement not reasonably complied with or attempted will incur a liquidated damages claim of 0.25% of the subcontract sum per day until rectified. The Contractor shall do all in his / her power to facilitate the expeditious completion of the work by the Subcontractor / Supplier.
- l) **Labour Awards** - The Subcontractor / Supplier agrees to abide by Site and / or relevant Industrial Award Agreements and Conditions.
- m) **Subletting Of Works** - The Subcontractor / Supplier may not further sublet any of the work included in this Agreement without consultation with Management of CCWA and if agreed the original Subcontractor / Supplier must be responsible to ensure all insurance is current. Consultation and payment from the Contractor shall only be made through the original Subcontractor / Supplier.
- n) **Working Hours** - All works are only permitted when supervision is available and the Contractor reserves the right to define these times normally within the hours of 6.00am - 5.00pm. Any supervision costs outside these times may be borne by the Subcontractor / Supplier. The Subcontractor / Supplier must notify the Contractor Site Manager before commencement of works.
- o) **Regulations** - All work under this Agreement will be carried out to comply with the relevant Australian laws and regulations including taxation.
- p) **Dispute** - Should any dispute or difference arise between the Contractor and Subcontractor / Supplier either during the progress of the said works, after their completion or after the determination, abandonment or breach of this Agreement, as to the construction of the Agreement or as to any matter or thing of whatsoever nature arising under this Agreement or in connection with it, then either party shall give to the other notice in writing of such dispute or difference and shall proceed to carry out the "Settlement of Disputes" procedure as nominated in Clause 49 of Australian Standard 2545-1987 Subcontract Conditions.

2. OCCUPATIONAL HEALTH & SAFETY AND ENVIRONMENTAL

As a Subcontractor / Supplier to the Contractor, all Occupational Health & Safety and Environmental Acts and Regulations and specific Contractor Regulations must be adhered to and include but are not limited to:

- a) **Induction** - The Subcontractor / Supplier is to be inducted by the Contractor Site Manager before entering the Contractors site.
- b) **Vehicles / Plant / Equipment** - All property being supplied by the Subcontractor / Supplier shall comply with the requirements of the relevant laws and statutory authorities and shall be suitable for the purpose for which the Subcontractor / Supplier proposes to use it. The Subcontractor / Supplier shall be responsible for the maintenance, servicing and Daily Inspection Checks of all of his / her plant and equipment. The Contractor may at any time inspect vehicles, plant and equipment being used by the Subcontractor / Supplier and request to sight evidence of a documented Daily Inspection check being performed prior to usage. The Contractor does not accept liability for property owned by the Subcontractor / Supplier or employees of the Subcontractor / Supplier, which is damaged or



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- stolen whilst at the work place. Light vehicles are not to park or travel within at least ten metres of operating plant. Warning Lamps / Flashing Lights / Beacons (where fitted) must be operational whenever traversing the Contractors site. No passengers shall be carried on plant or equipment unless a seat with a seat belt is provided.
- c) **Safety Equipment** - The Subcontractor / Supplier will supply their own safety equipment and clothing including but not limited to High-Visibility Safety Vests / Shirts and Australian Standard Steel Capped Safety Boots, and ensure that they wear or use the Personal Protective Equipment at all times whilst on the Contractors site, including during breaks.
- d) **Incidents** - All Injuries, Near Misses and Incidents are to be reported to the Contractors Site Manager immediately. An Incident Report form is to be obtained from the Contractors Site Manager and completed immediately.
- e) **Training and Competency** – Subcontractors / Suppliers undertaking work on the Contractors site are required to be trained and competent and no-one is to operate vehicles / plant / equipment without the required endorsed licence or certified level of competency. All training records, certificates, licences, competency cards, permits and approvals are to be current, up-to-date and unencumbered. During the Subcontractor / Supplier documented induction, the Contractors Site Manager will sight evidence of the required endorsed licence/s or certified level of competency. All personnel undertaking work on the Contractors site must possess a current Construction Safety Awareness Training card before commencing work on the Contractors site.
- f) **Behaviour on Site** - No person may enter the Contractors site whilst under the influence of alcohol or drugs. No person shall bring alcoholic drink, drugs or stimulants onto the Contractors site. Subcontractors / Suppliers shall dress and behave in a manner acceptable to the Contractor, client, customers of the client or the public. They shall act as a representative of the client and behave accordingly. They shall keep the Contractors site clear, tidy and as safe as possible at all times.
- g) **Risk Assessment** - The Subcontractor / Supplier must supply the Contractor, prior to undertaking work on the Contractors site, a copy of their Risk Assessment document (often referred to as a Safe Work Method Statement / Job Safety & Environmental Analysis (JSEA) / Safe Operating Procedure) detailing the task steps, potential hazards / risks and control measures, pertaining to each work activity they will be engaged to undertake for the Contractor. If the Subcontractor / Supplier will be performing a task for the Contractor for which the Contractor already has a Job Safety & Environmental Analysis document, the Subcontractor / Supplier will not be required to provide a Job Safety & Environmental Analysis document. They will however be required to review, modify (where required) and sign-off the Contractors Job Safety & Environmental Analysis document. If the Subcontractor / Supplier engages five or more personnel on the Contractors site, they must supply the Contractor, prior to undertaking work on site, a copy of their OH&S and Environmental Management Plan, unless during their induction they indicate that they will undertake work in accordance with the Contractors OH&S and Environmental Management Plans.