



# INTEGRITY<sup>®</sup> NEW HOMES

## TRADE AGREEMENT - CONTRACTORS ("TAC")

|                                   |
|-----------------------------------|
| Agreement Date:<br><br>_____      |
| Agreement between:                |
| _____ T/A                         |
| Integrity New Homes _____ of      |
| _____ and ABN                     |
| _____ as the Principal Contractor |
| and                               |
| _____ of                          |
| _____ and ABN                     |
| _____ as the Trade Contractor     |

This Agreement details the terms and conditions by which the Trade Contractor agrees to tender for work when requested by the Principal Contractor for consideration of one dollar (\$1.00) plus GST (if applicable) to be paid by the Principal Contractor to the Trade Contractor when the Principal Contractor is requested by the Trade Contractor. These terms and conditions contained in the following pages will apply to every Trade Contract entered into from the Agreement Date.

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## 1.0 INTRODUCTION

The TAC states the terms and conditions for the relationship between the Principal Contractor and the Trade Contractor but makes no representation as to the number or Money value of Works Order Contracts to be issued by the Principal Contractor to the Trade Contractor during the Agreement Period.

It is also acknowledged the Principal Contractor has made no representations verbally or in writing to the Trade Contractor about the number or Money value of Works Order Contracts to be issued.

The TAC is not a contract to carry out any Trade Contract or a Works Order Contract.

The Principal Contractor and Trade Contractor acknowledge the following process will apply for every Works Order Contract issued under the Trade Contract during the Agreement Period:

- (a) The Principal Contractor will provide a Works Order Contract; and
- (b) Acceptance of which will be confirmed by the Trade Contractor commencing work on Site.

The Trade Contractor is an independent and autonomous business contracted to carry out Trade Scopes of Works under a Works Order Contract. The Trade Contractor is not an employee, related party, or agent of the Principal Contractor. In this Agreement, the singular includes the plural, and the plural includes the singular.

Headings and any table of contents or index are for convenience only and do not form part of the TAC or affect its interpretation.

## 2.0 INTERPRETATION

### 2.1 Definitions

In this Agreement:

- 2.1.1 **Agreement Period** means the period commencing on the Agreement Date stated on page one of TAC.
- 2.1.2 **Business** means the business of marketing, costing, selling, contracting, and constructing a range of residential dwellings to be conducted by the Principal Contractor under a Principal Contract.
- 2.1.3 **Business Day** means Monday, Tuesday, Wednesday, Thursday, and Friday, except where one of those days falls on a public holiday or bank holiday in the place where the Trade Contract is to be performed, or payment is to be made.
- 2.1.4 **Certificates** means the certificates specified in TAC and as required under Laws.
- 2.1.5 **Client** means a client of the Business.
- 2.1.6 **Costs** means any cost, charge, expense, outgoing, payment, or other expenditure, of any nature and where appropriate includes fees and disbursements payable to contractors, consultants, debt recovery companies, and lawyers.
- 2.1.7 **Default Event** means any event specified in Clause 15.0.

- 2.1.8 Defects Liability Period** means a period of two (2) weeks from completion of all work under each Works Order Contract.
- 2.1.9 Existing Work** means the work previously carried out on Site by other parties on, in or over which the Trade Contractor will complete the Works Order Contract.
- 2.1.10 INH** means the Principal Contractor.
- 2.1.11 Insurance Policies** means the insurance policies specified in Clause 5.0 of the TAC.
- 2.1.12 Law** means the provisions, including but not limited to, of any act, statute, rule, regulation, proclamation, ordinance, or by-law, present or future, whether local, state, federal or otherwise, e.g., Workplace Laws.
- 2.1.13 Licences** means the licences specified in the TAC and as required under Law.
- 2.1.14 Money** means Australian dollars.
- 2.1.15 Principal Contract** means the contract between the Principal Contractor and the Client and includes all works carried out or materials supplied by the Trade Contractor for the Principal Contractor under an individual Trade Contract and Works Order Contract.
- 2.1.16 Principal Contractor** means the party stated on page 1 of TAC and described as the Principal Contractor.
- 2.1.17 Project Manager** means an employee or contracted party to the Principal Contractor with the responsibility to manage construction on Site in accordance with the Principal Contract.
- 2.1.18 Schedule** means a schedule to this Agreement.
- 2.1.19 Site** means the location of the Client property where the Trade Scope of Works are carried out under the Works Order Contract.
- 2.1.20 Subcontract Payment Dates** means the as-current Integrity New Homes National Pay Dates document which details the date by which a valid tax invoice must be received to then be paid the following week.
- 2.1.21 TAC** means this Agreement and any Schedule or Annexure.
- 2.1.22 Territory** means the geographic location in which the Trade Scope of Works are being carried out under the Works Order Contract.
- 2.1.23 Trade Agent** means any person or business entity carrying out sub-contract work for the Trade Contractor.
- 2.1.24 Trade Contract** means the agreement between the Trade Contractor and the Principal Contractor to carry out specified works, and any variations, stated in a Works Order Contract which in turn enables the Principal Contractor to meet the terms and conditions of the Principal Contract.
- 2.1.25 Trade Contractor** means the party stated on Page 1 of TAC and described as the Trade Contractor and includes any sole trader, company, or person representing or employed by that party including, but not limited to directors, shareholders, agents, employees, or any contractors engaged by that party.

- 2.1.26 Trade Scope of Works** means the specific work to be carried out by the Trade Contractor under the Works Order Contract on the understanding the Trade Contractor supplies everything including materials, tools, plant, and equipment, unless otherwise noted in writing.
- 2.1.27 Variation** means any written change to the work or materials stated in the Works Order Contract including, but not limited, less work or materials, additional work or materials, or a change to the scope of works.
- 2.1.28 Works Order Contract** means a written statement of the Trade Scope of Works to be carried out, including any Trade Contractor supplied materials, for a specified amount of Money.
- 2.1.29 Workplace Laws** means all applicable laws about employees, employment, and the workplace, including but not limited to:
  - 2.1.29.1** the National Employment Standards.
  - 2.1.29.2** a modern award.
  - 2.1.29.3** an enterprise agreement.
  - 2.1.29.4** method and frequency of paying wages.
  - 2.1.29.5** deductions from pay and cashback schemes.
  - 2.1.29.6** guarantees of annual earnings.
  - 2.1.29.7** sham contracting.
  - 2.1.29.8** record-keeping requirements.
  - 2.1.29.9** pay slip requirements.
  - 2.1.29.10** an equal remuneration wage order.
  - 2.1.29.11** a workplace determination.
  - 2.1.29.12** a national minimum wage order.

### **3.0 WHOM TO CALL WHEN SEEKING CLARIFICATION**

**3.1** The following contact points are provided in the event of clarification being required on the topic areas listed:

|   |  |
|---|--|
| Accounts payable                            | Refer to the Company contact details stated on the Works Order Contract. |
| Works Order Contract inclusions and pricing | Refer to the Estimator stated on the Works Order Contract.               |
| Site and general construction matters       | Refer to the Project Manager stated on the Works Order Contract.         |

## **4.0 TRADE CONTRACTOR OBLIGATIONS**

- 4.1** The Trade Contractor warrants and agrees to:
- 4.1.1** Carry out the Trade Scope of Works stated in the Works Order Contract, including reference to plans and specifications, with care and skill and where materials are supplied, confirms they will be new, defect free and entirely suitable for the intended use.
  - 4.1.2** Immediately notify the Principal Contractor in the event there is any error, omission, inconsistency, or confusion in or between the plans, specification, or the Works Order Contract and seek direction and approval on what course of action is to follow.
  - 4.1.3** When the situation arises, the Principal Contractor will provide a reasonable extension of time verbally or in writing to enable completion of works under the Trade Scope of Works.
  - 4.1.4** The Trade Contractor will only carry out the Trade Scope of Works and will not carry out additional work, make any changes to the Works Order Contract, or leave any of the Trade Scope of Works partially completed unless advised by way of Variation from the Principal Contractor.
  - 4.1.5** All Variations will be complied with by the Trade Contractor and will be at a rate agreed to by the Trade Contractor and the Principal Contractor with payment made in line with the processes stated in Clause 16.0.
  - 4.1.6** Carry out exactly the Trade Scope of Works stated in the Works Order Contract to Principal Contractor's reasonable satisfaction at the times specified in Clause 8.0.
  - 4.1.7** At all times keep Sites clean and each remove all tools, equipment, plant, and materials each day unless otherwise agreed.
  - 4.1.8** The Trade Contractor is liable for all works carried out by the Trade Contractor and Trade Agents.
  - 4.1.9** Ensure all employees and Trade Agents are always: acting in compliance with the National Code of Practice for the Construction Industry, have the appropriate licences and training for the work they are carrying out, comply with the Principal Contractor's Health and Safety Policy (refer Clause 6.0) and all Safe Work Method Statements, and ensure nobody is exposed to any danger, or threat while complying with the Works Order Contract and the Trade Contract.
  - 4.1.10** The Trade Contractor acknowledges responsibility to pay all remuneration and all payroll tax that may be due in respect of any Trade Contractor employees or Trade Agents carrying out work under the Works Order Contract.
  - 4.1.11** Furthermore, the Trade Contractor acknowledges responsibility to obtain all relevant insurances, Worker's Compensation declarations, and payroll tax, and remuneration statements from any contractors working for the Trade Contractor.
  - 4.1.12** Possess all the current relevant licences in the Territory.
  - 4.1.13** Comply with all Laws, specifically Workplace Laws.

## **5.0 LICENCES, CERTIFICATES, AND INSURANCES**

- 5.1** Prior to commencing on Site, the Trade Contractor must establish, maintain, and provide copies of the following valid and current licences, certificates, and insurance policies to the Principal Contractor and must physically carry these licences when entering any Site, including:
- 5.1.1** Relevant trade contractor's licence for the trade or trades services being provided (e.g., carpentry and electrical). If the Trade Contractor is providing more than one trade service, then current licences must be provided for every trade service being contracted to carry out. Every Trade Contractor must be registered with the relevant authorities under the Law.
- 5.1.2** All other licences that are required when carrying out licensable tasks (such as Driver Licence Class Light Rigid).
- 5.1.3** Certificates to carry out specialist tasks and operate machinery and equipment (including, but not limited to, Certificate in Class EPT Explosive Power Tool Operation and Certificate in Class LF Forklift General Operation).
- 5.1.4** Occupational Health and Safety General Induction for Construction Work card.
- 5.1.5** Public and Product Liability policy in the name of the Trade Contractor for a limit of liability of at least ten million dollars (\$10,000,000.00) any one occurrence and in the annual aggregate with respect to products liability/completed operations.
- 5.1.6** Workers Compensation Insurance without any limit to the amount and covering all employees. Refer to Clause 7.0 for more information.
- 5.1.7** Accident, disability, and sickness insurance policy covering all Trade Contractor employees and Trade Agents.
- 5.1.8** All other insurance policies required by Law in respect of the building industry.
- 5.1.9** Any other insurance policies the Principal Contractor may reasonably require from time-to-time.
- 5.2** In recognition of the importance of complying with the conditions listed above in Clause 5.1 the Trade Contractor and the Principal Contractor agree the following penalties will apply:
- 5.2.1** In the event the Principal Contractor is fined under the Law for any licensing breach by the Trade Contractor then the Trade Contractor will pay the total amount of the fine incurred by the Principal Contractor. If the Trade Contractor fails to reimburse the Principal Contractor for the fine, then the Principal Contractor will initially withhold payment of any unpaid invoices up to the amount of the fine, in the instance that the unpaid invoices are less than fine incurred then the Principal Contractor reserves the right to engage debt recovery consultants to pursue the Trade Contractor for all Costs incurred (or may be incurred in pursuing the debt) by the Principal Contractor.

- 5.2.2** In the event the Principal Contractor is fined by SafeWork or other agency for a breach by the Trade Contractor then the Trade Contractor will pay the total amount of the fine incurred by the Principal Contractor. If the Trade Contractor fails to reimburse the Principal Contractor for the fine, then the Principal Contractor will initially withhold payment of any unpaid invoices up to the amount of the fine, in the instance that the unpaid invoices are less than fine incurred then the Principal Contractor reserves the right to engage debt recovery consultants to pursue the Trade Contractor for all Costs incurred (or may be incurred in pursuing the debt) by the Principal Contractor.
- 5.2.3** The Principal Contractor will withhold payments of outstanding invoices in the event a Trade Contractor has failed to provide a copy of the latest licence, certificate, and insurance policy when the existing currency and validity term has ended. The Trade Contractor agrees to provide copies of the latest current and valid licences, certificates, and insurance policies as they are issued to the Trade Contractor. The invoice payment will be withheld until such time as current and valid copies of all required licences, certificates, and insurances are provided to the Principal Contractor.
- 5.2.4** The penalties above are in addition to the penalties appearing elsewhere in the TAC.

## **6.0 SAFework AND WORK HEALTH AND SAFETY**

- 6.1** The Principal Contractor takes SafeWork and Work Health and Safety (WHS) issues very seriously and complies with all regulatory requirements in Law on every Site. All Trade Contractors must refer to relevant WHS legislation covering the specific responsibilities and obligations for the individual trade services being offered in each Territory.
- 6.2** All Trade Contractors agree to abide by the WHS legislation, the Principal Contractor's HS Policy, and management plans, and as directed by the Project Manager. Failure to comply may result in immediate expulsion from Site or of termination of the Works Order Contract. In the event of termination by the Trade Contractor by the Principal Contractor due to the Trade Contractor or Trade Agent's failure to comply with WHS legislation or the Principal Contractor's HS Policy, then any work left incomplete shall be deemed as Faulty Work and the terms and conditions of Faulty Work in Clause 9.0 shall apply.
- 6.3** Individual site-specific Site Induction Forms (SIF) and Safe Work Method Statements (SWMS) must be completed and submitted to the Principal Contractor for every site or as requested by the Principal Contractor.
- 6.4** Contractors are required to always have a compliant first aid kit with them.
- 6.5** As previously advised, Trade Contractors and Trade Agents must have provided the Principal Contractor a copy of their General Construction Induction card prior to entering the Site and must carry a copy of the card while on the Site (a digital copy on their mobile phone is acceptable if the phone is charged, and a copy can be viewed by the Project Manager or



SafeWork when requested). Site specific and work activity-based health and safety inductions may be required to be undertaken at specific Sites.

- 6.6** Trade Contractors agree to supply the Principal Contractor details of hazardous substances which the Trade Contractor may use on Sites by entering the details in the register of hazardous substances.
- 6.7** While general site safety and management requirements apply to all trades (such as power cables must be tagged) there are some issues which relate to specific trades. For example, a carpenter who cuts timber and then seals the cut with primer needs to comply with the requirements for painters to clean brushes in the prescribed manner and to ensure paint is not splashed on surrounding work areas/completed parts of the home (refer to Clause 8.0).
- 6.8** Trade Contractors agree to risk assess all tasks prior to commencement on the Site. All identified hazards must be assessed, control measures implemented, and documented on the SWMS to enable creation of a site-specific SWMS.
- 6.9** The site-specific SWMS will be updated, and the Principal Contractor notified of any changes.
- 6.10** The Trade Contractor agrees all hazards or incidents occurring on the Principal Contractor's Site, will be documented, and reported by the Trade Contractor and submitted to the Project Manager as soon as is possible, but certainly within five (5) working days of the Trade Contractor becoming aware, or reasonably should have become aware.
- 6.11** The Trade Contractor agrees all injuries or work-related illness occurring on Sites, will be documented, and reported and submitted to the Project Manager as soon as is possible, but certainly within five (5) working days of the Trade Contractor becoming aware, or reasonably should have become aware.

## **7.0 WORKER'S COMPENSATION**

- 7.1** The Trade Contractor is required by Law to have Worker's Compensation Insurance cover for all employees.
- 7.2** The Trade Contractor must ensure all Trade Agents have appropriate Worker's Compensation Insurance covering the Trade Agents employees.

## **8.0 SITE PROCEDURES**

- 8.1** The Trade Contractor agrees the procedures hereunder will operate on all Sites in every Territory unless advised otherwise in writing:
- 8.1.1** Project Managers will keep photographic evidence of breaches (when it is possible to do so) and issue breach notices. Fines will also apply in some instances.
- 8.1.2** The Trade Contractor acknowledges Law, covenants, and estate developer regulations control what hours on any given day (including weekends and public holidays such as Anzac Day) that construction

works may take place.

The Trade Contractor agrees to only work on those days and for those specific times on any given day that are specified in Law and/or covenants and/or estate developer regulations.

- 8.1.3** The Trade Contractor agrees to comply with all Law, covenants, and estate developer regulations always while on Site.
- 8.1.4** Parking of vehicles on completed garages, driveways, paths, and turfed and landscaped areas is not permitted. Parking of vehicles on driveways, garages, gardens, turf, or areas prepared for turf/landscaping is also not permitted. Any breaches of these conditions will result in the Trade Contractor at fault being charged for the repair, cleaning costs, and any government Environment Protection Authority (“EPA”) fines which may result. These charges and fines along with an administration fee of one hundred dollars (\$100.00) plus GST (if applicable) will be notified in writing and deducted from the next payment due to the Trade Contractor.
- 8.1.5** Driving from building sites onto roadways can cause soil and rubbish to be deposited onto roadways and into stormwater drains in breach of EPA regulations. In this instance, the Trade Contractor will be liable for any resultant EPA fines. These fines along with any cleaning charges and an administration fee of one hundred dollars \$100 plus GST (if applicable) will be notified in writing and deducted from the next payment due to the Trade Contractor. Trade Contractors agree to use the gravel access provided when entering and leaving the Site.
- 8.1.6** It is an EPA directive all silt and soil control barriers are maintained. The Trade Contractor will be liable for repair and replacement costs along with EPA fines for damaging or removing soil, or silt control barriers. These charges and fines along with an administration fee of one hundred dollars (\$100.00) plus GST (if applicable) will be notified in writing and deducted from the next payment due to the Trade Contractor.
- 8.1.7** It is critical all Sites are clean and presented in the best possible way. All rubbish is to be immediately placed in the cages/bins provided. Please note food scraps can be placed in site bins/cages so long as they are in a container with a lid (otherwise the food scraps must be removed from Site). In the event the cages/bins are full, neatly stack rubbish next to the cages/bins and please advise the Project Manager. A charge of one hundred dollars (\$100.00) plus GST (if applicable) will apply for Trade Contractors who fail to clean up mess they have created and for not correctly using cages.
- 8.1.8** Please sweep up and dispose of rubbish when each task is completed. Cleaning costs along with an administration fee of one hundred dollars (\$100.00) plus GST (if applicable) will be notified in writing and deducted from the next payment due to the Trade Contractor.
- 8.1.9** All bench and vanity tops, sinks, baths, spa, and shower cubicles are to be treated with extreme care to avoid damage. The Trade Contractor will be charged for the cost of repairing all damage, or replacement of the aforementioned items. These charges and fines along with an administration fee of one hundred dollars (\$100.00) plus GST (if

applicable) will be notified in writing and deducted from the next payment due to the Trade Contractor.

- 8.1.10** After the house clean has been completed all shoes are to be removed before entering the house. Never walk on aluminium or timber door sills. It is not permissible to walk on driveways or into houses with muddy boots. Cleaning costs along with an administration fee of one hundred dollars (\$100.00) plus GST (if applicable) will be notified in writing and deducted from the next payment due to the Trade Contractor.
- 8.1.11** The Trade Contractor is required to have a minimum of 3 (three) metres of hose with connections, to enable the cleaning of brushes, rollers, tools equipment well away from sinks, paths, driveways, walls, concrete, or gutters. Cleaning and rectification costs along with an administration fee of one hundred dollars (\$100.00) plus GST (if applicable) will be notified in writing and deducted from the next payment due to the Trade Contractor.
- 8.1.12** Site toilets are provided for Trade Contractor use. No other receptacles (including toilets installed to the client's home, drains, trees, or holes in the ground) are to be used for personal ablutions.
- 8.1.13** Dogs are not permitted on Sites and a one hundred dollars (\$100.00) plus GST (if applicable) fine will apply for every time a breach occurs. A written breach notice will be sent, and the fine will be deducted from the next payment due to the Trade Contractor.
- 8.1.14** The volume and material content (e.g., music containing rude and offensive lyrics) of radios and stereos must not cause discomfort or complaints from neighbouring property owners, or tenants. Any fines issued to the Principal Contractor by council and/or government authorities because of a breach of this condition by the Trade Contractor will result in the Trade Contractor being invoiced for the full amount of the fine. This amount will be deducted from the next payment due to the Trade Contractor.
- 8.1.15** Trade Contractors agree not to use rude or offensive language or behave in a way that breaches the Law.
- 8.1.16** No alcohol or illegal drugs are to be consumed/used on Sites. The police will be advised in the event of illegal drugs being used/consumed on Site. Legal drugs are permissible, so long as it is in accordance with a prescription in the name of the user and it does not impact on the Trade Contractor's ability to complete the task in a proficient and safe manner. Any failure to comply with this will result in immediate expulsion from the Site.
- 8.1.17** After the lock up stage of construction has been achieved no smoking is allowed inside any home.
- 8.1.18** The Trade Contractor will attend all Site meetings requested by the Project Manager, co-operate with all others on Site, including the Client and comply with all reasonable directions given by the Project Manager.

## **9.0 FAULTY WORKS AND ABANDONMENT**

- 9.1** Upon entering the Site to commence the Works Order Contract the Trade Contractor will inspect the Existing Works and immediately notify the Principal Contractor in the event the Existing Works are not satisfactory and acceptable.
- 9.2** If the Trade Contractor commences to carry out the Works Order Contract, it is deemed the Existing Works were deemed satisfactory by the Trade Contractor and no Money will be paid for any additional work required as result of faulty or unsatisfactory Existing Works unless inspection and testing of the Existing Works by a competent tradesperson would not have revealed the unsatisfactory Existing Works.
- 9.3** In the event the Trade Contractor does not complete the Trade Scope of Works in the Works Order Contract in full or the work is not satisfactory in the reasonable opinion of the Principal Contractor, both parties to the TAC agree the following process will apply:
- 9.3.1** The Trade Contractor will be given written notification by fax, email, or registered post of the Default Event that has occurred, and the Trade Contractor will have three (3) Business Days to enter the Site and complete and/or rectify the works.
- 9.3.2** Should the Trade Contractor not comply with Clause 9.3.1 then the Trade Contract and the Works Order Contract is terminated, and the Principal Contractor may appoint another trade contractor to complete or rectify the unsatisfactory work and the costs incurred by the Builder in doing so will be either deducted from monies owed to the Trade Contractor, and if the cost exceeds the balance owing to the Trade Contractor, then the cost will be invoiced by the Principal Contractor to the Trade Contractor.
- 9.3.3** In addition to the cost of completion or rectification of the works the Trade Contractor acknowledges the Trade Contractor will also be liable for items including, but not limited to:
- 9.3.3.1** Reinspection fees charged by local authorities and private certifiers.
- 9.3.3.2** Any restocking charges.
- 9.3.3.3** All additional costs and charges whatsoever incurred by the Principal Contractor because of the Trade Contractor's failure to complete the works or the need to rectify the works carried out by the Trade Contractor.
- 9.3.4** It is noted and agreed by the parties this procedure will apply in the event the Trade Contractor fails to return faxes, phone calls, or emails from the Principal Contractor seeking a remedy.
- 9.3.5** The Trade Contractor will carry out rectification to all works which do not comply with the Works Order Contract during the Defects Liability Period, and this may require adjustment, repair, completion, removal, and replacement.
- 9.3.6** Should the Trade Contractor not comply with Clause 9.3.5 then the Principal Contractor will appoint another trade contractor to complete or rectify the work and the cost will be either deducted from monies owed by

the Principal Contractor to the Trade Contractor or will be invoiced by the Principal Contractor to the Trade Contractor.

- 9.3.7** In the event works under the Principal Contract are suspended or put on hold for any reason, the Principal Contractor will notify the Trade Contractor of this suspension or on hold event.
- 9.3.8** In the event works under the Principal Contract are ended or terminated for any reason, the Principal Contractor will notify the Trade Contractor of this and will make payment upon receipt of a valid tax invoice from the Trade Contractor for the works completed up to the time of the Principal Contract ending or being terminated in line with the payment procedures stated in Clause 16.0, but no payment will be made for any loss of profit.
- 9.3.9** The Principal Contractor reserves the right to take appropriate action (including back charges and termination of the TAC) in the event of any breach.
- 9.3.10** The Principal Contractor may provide written updates to the Agreement from time-to-time.
- 9.3.11** In the event of a dispute over quality of workmanship, goods supplied, or completion of contracted works, the builder reserves the right to engage an appropriately qualified third-party to compile a report to determine fault or refer the matter to the applicable state licensing authority. The cost of these services will be paid by the culpable party. If culpability is shared, then so will the Costs.
- 9.3.12** The Trade Contractor is liable for and bound to rectify any damage caused by the Trade Contractor and its employees or Trade Agents.

## **10.0 WARRANTIES, REPRESENTATIONS AND STATEMENTS**

- 10.1** The Trade Contractor agrees not to:
- 10.1.1** Make any representations or statements or give any warranties about the Business unless authorised to do so in writing by the Principal Contractor.
- 10.1.2** Be misleading or deceptive in any way in dealings with any person in the conduct of the Business.

## **11.0 CLIENT AND JOB INFORMATION**

- 11.1** The Trade Contractor agrees to:
- 11.1.1** Comply with the Privacy Act 1988 (Cth), all other applicable Law and the Principal Contractor's privacy policy, when collecting, storing, disclosing, or using, in any manner, any information relating to the Clients, Business, the Site, and employees of the Principal Contractor.
- 11.1.2** Obtain all necessary consents from individuals providing information to the Trade Contractor to enable the Trade Contractor to fully comply with the conditions of this clause.

## **12.0 COMMUNICATING AND INTERACTING WITH CLIENTS**

- 12.1** The Principal Contractor is committed to giving Clients a positive and memorable new home building experience and ensuring compliance with the Principal Contract.
- 12.2** The Trade Contractor has a Trade Contract with the Principal Contractor and not with the Client. The Trade Contractor unreservedly agrees to comply to the following terms and conditions when communicating and interacting with all Clients.
- 12.2.1** The Trade Contractor will give and ensure that all employees and Trade Agents give prompt, courteous and efficient services to all Clients and in dealings with Clients adhere to the highest standards of honesty, integrity, fair dealing, and ethical conduct.
- 12.2.2** The Trade Contractor will not engage in work for Clients on the Site while the Trade Contractor has a Works Order Contract to carry out work on the Site. The Trade Contractor can engage in work for the Client once the Principal Contract between the Client and the Principal Contractor is ended (i.e., if you are providing a driveway through a Works Order Contract you are welcome to suggest/recommend your services for separate paths or landscaping after the home is finished).
- 12.2.3** Clients have no legal authority to direct the Trade Contractor to carry out any tasks on the Site. In every instance this occurs, the Trade Contractor will direct the Client to contact the Principal Contractor's designated Project Manager for the Site.
- 12.2.4** The Trade Contractor agrees to direct the Client to contact the Project Manager in the event the Client has any questions at all regarding the work being performed by the Trade Contractor, any other Trade Contractor, or any aspect of their new home. This includes any situation in which the Client may ask the Trade Contractor for any opinion whatsoever on any aspect of their new home. Do not fall into the trap of commenting on other trades workmanship.

## **13.0 INDEMNITY**

- 13.1** The Trade Contractor indemnifies the Principal Contractor against all damages, losses, claims, and Costs including legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) incurred by the Principal Contractor in connection with a demand, action, arbitration, or other proceeding (including mediation, compromise, out of court settlement or appeal), arising directly or indirectly because of or in connection with:
- 13.1.1** Any act of the Trade Contractor and/or Trade Agent performed while carrying out Trade Scope of Works in accordance with the terms of this Agreement.
- 13.1.2** Any Default Event.
- 13.1.3** A breach by the Trade Contractor or Trade Agent of the TAC or any Related Agreement.

- 13.1.4 Any injury to, or loss of property of, any person in or on the Site.
- 13.1.5 the Trade Contractor or Trade Agent's taxes, liabilities, or Costs of the Business.
- 13.1.6 Any negligent, wilful act, or omission of the Trade Contractor or Trade Agent, its employees, agents, servants, contractors, or others for whom the Trade Contractor and Trade Agent is legally responsible.
- 13.1.7 Any warranty, promise, or representation made by the Trade Contractor, any employee, Trade Agent, or other person acting on the Trade Contractor's behalf.
- 13.2 The Principal Contractor's rights at law and under TAC, including its right to be indemnified under this clause, are not affected by:
  - 13.2.1 The Principal Contractor ending the Trade Contract and Works Order Contract.
  - 13.2.2 The Principal Contractor accepting the Trade Contractor's repudiation of TAC.
  - 13.2.3 Any other matter, fact, or thing.

## 14.0 SPECIALIST TRADE INFORMATION

- 14.1 In addition to the requirements listed below contractors are required to comply with Integrity's Quality Assurance Program known as *Integrity Edge*. This document must be completed and submitted by each trade for each Works Order Contract before payment will be made.
  - 14.1.1 **Carpenter**
    - 14.1.1.1 The Project Managers have the authority to approve a frame check bonus payment to framing carpenter contractors at lock up stage. However, in addition to the bonus the Principal Contractor will hold 10% of payments until the frame is completed, checked, certified, and the certification paperwork has been received by the Principal Contractor's Accounts Department.
    - 14.1.1.2 **Concreter**
      - 14.1.1.3 Slab inspection certificates from the professional engineer must be forwarded with the Trade Contractor's invoice once the slab has been poured and inspected. No payment will be made unless the slab inspection certificate (showing the concrete slab has passed inspection) is received by the Principal Contractor's Accounts Department.
  - 14.1.2 **Electrician**
    - 14.1.2.1 The certificate of compliance for meter box test and tag must be received by the Principal Contractor's Accounts Department before payment is made for initial connection of power to the Site. The fit-off payment will not be paid unless both the smoke alarm compliance certificate and final fit off electrical compliance certificate has been received by the Principal Contractor's Accounts Department.

**14.1.3 Painter, plasterer, and tiler**

**14.1.4** Brushes and tools must be cleaned well away from sinks, paths, driveways, walls, gully grates, concrete, or gutters. It is necessary to have a minimum of three metres (3m) of hose to use when cleaning brushes, rollers, and tools well away from the dwelling. Rectification costs will be charged plus an administration fee of one hundred dollars (\$100.00) plus GST (if applicable) will be charged.

**14.1.5** Protect baths, basins, and bench tops when painting, tiling, and plastering.

**14.1.6** Under no circumstances put anything, apart from clean cover sheets, on laminated benches, sinks, basins, or baths.

**14.2 Plumbers**

**14.2.1** Please ensure copies of the stormwater and sewer diagrams are forwarded in the following fashion as soon as this work is carried out: one copy to the Project Manager, one copy to the Principal Contractor's head office and one copy to Council.

**14.2.2** Plumbing Final Tempering Valve Certificates are required on all jobs and final payment will not be made until this certificate is received. The Trade Contractor will send the plumbing final certificate with the invoice. Tempering valve fit off certificates must be received to enable hand over to occur – therefore invoices will not be paid until this certificate is received.

**14.3 Waterproofer and tiler**

**14.3.1** It is necessary to barricade waterproofed areas after completion. Clearly mark barricades with the date and time noted when the area can again be accessed. Nobody is to enter these areas or lay tiles before these times have elapsed. The cost to rectify damage will be charged plus an administration fee of one hundred dollars (\$100.00) plus GST (if applicable).

**14.3.2** No payments will be made until the waterproofing certificate has been received by the Principal Contractor's Accounts Department.

**15.0 DEFAULT**

**15.1** The Principal Contractor may immediately terminate TAC if a Default Event occurs.

**15.2** A Default Event occurs if:

**15.2.1** The Trade Contractor repudiates TAC.

**15.2.2** The Trade Contractor breaches any covenant, warranty, agreement, or obligation contained or implied in TAC Agreement or a Related Agreement or imposed by Law to be observed and performed by the Trade Contractor.

**15.2.3** The Trade Contractor no longer holds a licence that the Trade Contractor must hold to carry on business.



- 15.2.4** Becomes a bankrupt, an insolvent under administration or an externally administered body corporate.
- 15.2.5** Voluntarily abandons the Site.
- 15.2.6** Is convicted of a serious offence.
- 15.2.7** Operates in a way that endangers public health or safety.
- 15.2.8** Is fraudulent in connection with dealings in the operation of the Business.
- 15.2.9** Agrees to the termination of TAC.
- 15.2.10** An application is made, or an action is initiated with a view to cancelling its registration or appointing an inspector or other officer to investigate any of its affairs, pursuant to any Law.
- 15.2.11** It is unable to pay its debts from its own money as and when they fall due.
- 15.2.12** Circumstances exist which would enable the court upon application to order its winding up pursuant to section 461 of the Corporations Act.
- 15.2.13** If the Trade Contractor, it is dissolved otherwise than in accordance with this Agreement or an application to a court for its dissolution is made.
- 15.2.14** Distress is levied or an order, judgment or other process is issued against the Trade Contractor or any of their assets for an amount exceeding five thousand dollars (\$5,000.00) which is not satisfied within twenty-eight (28) calendar days.
- 15.2.15** An event occurs entitling the Principal Contractor to terminate TAC under any other provision of TAC.
- 15.3** The Trade Contractor must immediately notify the Principal Contractor of the occurrence or likely occurrence of any Default Event.
- 15.4** The Trade Contractor must do everything available to them to prevent the occurrence of a Default Event.

## **16.0 ACCOUNTS PAYABLE**

- 16.1** Payments are made by Electronic Funds Transfer (EFT). Please complete the General and Banking Information Form and provide your correct bank account details. Please ensure the BSB and Account numbers are correct. If payments are made to the wrong account (based on Trade Contractor supplied information), the Principal Contractor cannot reclaim the monies. The Principal Contractor will be deemed to have made payment and it will be the Trade Contractor's responsibility to reclaim the funds (if possible).
- 16.2** The Trade Contractor acknowledges and agrees to comply with the following conditions:
  - 16.2.1** If the Works Order Contract was for a Site within NSW, a Subcontractor's Statement Regarding Worker's Compensation, Payroll Tax and Remuneration must be completed, signed, and submitted with each invoice associated with the Site within NSW otherwise no payment will be made until received.

- 16.2.2** A current Trade Contractors Licence number must be included on all invoices and the licence must match the invoice name. Where this does not match, you will not be paid until you provide the Accounts Payable department with the correct licence number. Please be aware if you are carrying out work where you do not have the appropriate licence, your payment will be withheld until you provide the appropriate licence.
- 16.2.3** For payment all invoices must include:
- 16.2.3.1** The wording "TAX INVOICE".
  - 16.2.3.2** Your Australian Business Number (ABN).
  - 16.2.3.3** Trade Licence Number.
  - 16.2.3.4** Your name and address.
  - 16.2.3.5** Date of invoice.
  - 16.2.3.6** Trade Contractor Works Order Contract reference (e.g., NE230001/500).
  - 16.2.3.7** Site address.
  - 16.2.3.8** Project Manager's name.
  - 16.2.3.9** Invoice amount.
  - 16.2.3.10** GST Amount (if applicable).
  - 16.2.3.11** Total amount.
- 16.3** All invoices must match the Works Order Contract with one invoice per Works Order Contract. Any "extra" work must be submitted on a separate tax invoice with a matching manual purchase order number.
- 16.4** All Certificates must be attached to invoices. No certificate no payment.
- 16.5** Invoices must be received in accordance with the Subcontractor Payment Dates sheet to ensure payment in accordance with the timeline stated in the Subcontractor Payment Dates sheet. A copy of the as current Subcontractor Payment Dates sheet is available from the Builder's website here: <https://www.inh.com.au/tradecontractor>. All invoices received incomplete or late will not be paid until the next payment date.
- 16.6** All payments are on account and will be delayed in the event any Trade Contractor fails to complete and return paperwork requested by the Principal Contractor.

## SIGNED IN AGREEMENT

I, \_\_\_\_\_ of \_\_\_\_\_

Agree to comply with all the terms and conditions set out in this TAC.

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

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

**SUBCONTRACTOR PAYMENT DATES 2023**

| <b>Invoice to be Received by COB<br/>Wednesday</b> | <b>Invoice to be Paid by COB<br/>Wednesday</b> |
|--|--|
| 04/01/2023   | 11/01/2023                                     |
| 18/01/2023   | 25/01/2023                                     |
| 01/02/2023   | 08/02/2023                                     |
| 15/02/2023   | 22/02/2023                                     |
| 01/03/2023   | 08/03/2022                                     |
| 15/03/2023   | 22/03/2023                                     |
| 29/03/2023   | 05/04/2023                                     |
| 12/04/2023   | 19/04/2023                                     |
| 26/04/2023   | 03/05/2023                                     |
| 10/05/2023   | 17/05/2023                                     |
| 24/05/2023   | 31/05/2023                                     |
| 07/06/2023   | 14/06/2023                                     |
| 21/06/2023   | 28/06/2023                                     |
| 05/07/2023   | 12/07/2023                                     |
| 19/07/2023   | 26/07/2023                                     |
| 02/08/2023   | 09/08/2023                                     |
| 16/08/2023   | 23/08/2023                                     |
| 30/08/2023   | 06/09/2023                                     |
| 13/09/2023   | 20/09/2023                                     |
| 27/09/2023   | 04/10/2023                                     |
| 11/10/2023   | 18/10/2023                                     |
| 25/10/2023   | 01/11/2023                                     |
| 08/11/2023   | 15/11/2023                                     |
| 22/11/2023   | 29/11/2023                                     |
| 06/12/2023   | 13/12/2023                                     |
| 13/12/2023   | 20/12/2023                                     |