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1. Documents included in this Purchase Order are as follows:

- (a) This Purchase Order.
- (b) Specification.....
- (c) Drawings.....
- (d) Scope of Works.....
- (e) *Other documents*

**TERMS AND CONDITIONS
("the Purchase Order")**

Interpretation

- (i) words in the singular include the plural and words in the plural include the singular, according to the requirements of the context;
- (ii) words importing gender include every gender;
- (iii) a provision of the Purchase Order must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Purchase Order;
- (iv) the law governing the Purchase Order, its interpretation and construction is the law of the State in which the project's site is located in.
- (v) a person includes the person's legal personal representatives, successors, assigns and persons substituted by novation;
- (vi) In the event that any items within a document included in this Purchase Order conflicts with any items within other Purchase Order documents, it shall be deemed that the Subcontractor has allowed for the higher specification, higher costs and more onerous conditions or requirements in his Purchase Order Price.

a reference to any legislation includes subordinate legislation under it and includes that legislation and subordinate legislation as modified or replaced.

2. Subcontractors Obligations

The Subcontractor shall complete the Works in a workmanlike manner in accordance with relevant Drawings and Specification and any direction of Austress Freyssinet Pty Ltd (Freyssinet)'s Project Manager and by the Completion Date with expediency and without delay. The Subcontractor shall comply with all necessary legislation and statutory requirements and produce evidence of current licenses and/or registration where required. The Subcontractor price includes all allowances and requirements that exist or may be imposed on the site. The Subcontractor will be responsible for the protection of all finished floor and other surfaces, daily clean up and removal of rubbish from site. The Subcontractor shall comply with all directions of Freyssinet in relation to the Works.

The Subcontractor shall be deemed to have made allowance for all the provisions and expenses in the Purchase Order Price including:-

- (a) co-operation and co ordination with all others on site and integration of all his work with all other work carried out on site by other subcontractors, Freyssinet, the Principal or the tenant. This shall be deemed to include that the Subcontractor is responsible to co ordinate all consultant drawings, relevant shop drawings, all details, and the like;
- (b) forming all penetrations, chasing, trenching and making good all finishes;
- (c) compliance with any requirements of any statutory or government authority and all legislation in connection with the Works;
- (d) the risks and contingencies associated with the Works and the Site and its surroundings.

The Subcontractor shall upon commencement of work on site thoroughly inspect the site and report in writing all defects (if any)

which render unsuitable the Site for the proper execution of the Works. If the Subcontractor fails to report such defects to Freyssinet, the Subcontractor shall be deemed to have accepted the Site as suitable to carry out the Works and shall not be entitled to make any claim in relation thereto.

3. Construction Programme and Completion Date

The Works are to be carried out by the Completion Date or in accordance with Freyssinet's construction programme both of which may be altered by Freyssinet if necessary to suit the construction progress. If the Subcontractor fails to complete the Works or any stage by the Completion Date or within any adjusted time approved in writing by Freyssinet then if required by Freyssinet the Subcontractor shall pay or allow by way of liquidated damages the sum stated in the Purchase Order for each week or part of a week during which the Works or the relevant stage shall remain incomplete. If requested by the Subcontractor in writing Freyssinet shall make a fair adjustment to the Completion Date or construction programme in respect of any change or delay not caused or contributed to by an act, omission or default of the Subcontractor provided always:

- (a) such adjustment of time has been granted to Freyssinet under the terms of the Head Contract;
- (b) the Subcontractor will actually be delayed in completing the Works and has notified Freyssinet of the delay no later than 14 days of the delay event occurring.

For the avoidance of doubt Freyssinet may extend the Completion Date for any reason, including any delay caused by Freyssinet, its subcontractors or others and by reason of delay under the Head Contract.

4. Subcontractor's Warranty

The Subcontractor warrants that the Works when completed and all materials, used therein whether purchased under any patent or trade name or otherwise, shall comply with quality, number, nature, description and condition as required by the Purchase Order and all the relevant codes and regulations and will be fit in all respects for its intended purpose and be free of any lien or other encumbrance. The Subcontractor shall be liable for breach of this warranty notwithstanding that Freyssinet may have previously accepted the Works or any part thereof as having been satisfactorily executed or completed.

5. Design Not Used.

6. Payments

- (i) The Subcontractor shall submit to Freyssinet a progress claim on or before the day stated in the Purchase Order and provide with each claim a Statutory Declaration in the form of Annexure A to this Purchase Order. Progress claims shall include the value of work carried out by the Subcontractor in the performance of the Purchase Order to that time, together with all amounts then otherwise due to the Subcontractor under the Purchase Order. Progress payments shall be made within 35 days after the end of the month of invoice. Payment of moneys shall not be evidence of the value of work or an admission of liability or that the work has been carried out satisfactorily but shall be a payment on account only. Freyssinet may retain the amount stated in the Purchase Order as security or if nothing is stated shall retain five (5) per cent of the amount payable in each progress payment. Security is for the purpose of the Subcontractor's due and faithful performance of the Purchase Order. Subject to clause 11, the security will be released as follows:
 - (a) as to one half of the amount retained upon the Subcontractor completing the Works in accordance with the Purchase Order;
 - (b) as to the remaining 50% upon the expiry of the defects liability period under the Head Contract.
- (ii) The Subcontractor must be GST registered. The Subcontractor is advised that Freyssinet will issue a Recipient Created Tax Invoice (RCTI) for each payment made to the Subcontractor, as valued by Freyssinet. The Subcontractor must ensure that payment claims submitted by the Subcontractor, are not submitted as a 'Tax Invoice'. Should the Subcontractor submit a payment claim as a

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'Tax Invoice', the claim may not be accepted as a payment claim under the Purchase Order. The Subcontractor is required to complete an RCTI Agreement and return to Freyssinet.

- (iii) (a) The Subcontractor must notify Freyssinet immediately if it ceases to be registered for GST at any time during the currency of the Purchase Order.
- (b) The Purchase Order Price includes all applicable GST under the GST law as at the date of the Purchase Order.
- (c) All adjustments to the Purchase Order Price are to include for all applicable GST law at the time of the adjustment.
- (d) Freyssinet will include the GST component of any progress payment to the Subcontractor in any progress payment issued to the Subcontractor.

7. Variations

Freyssinet may vary the Works and the Subcontractor shall carry out any variations so directed. The Subcontractor shall not be entitled to claim payment for any variation not authorised in writing by Freyssinet's Project Manager. Where the Subcontractor considers particular work he has to execute will constitute or involve a variation yet Freyssinet has not issued a variation direction, the Subcontractor shall make a formal request in writing to Freyssinet for a variation direction. Unless such claim is made by the Subcontractor within ten (10) working days of the Subcontractor being aware of the likelihood of a variation and in any event prior to the commencement by him of the execution of that particular work, then the Subcontractor shall not be entitled to any adjustment to the Purchase Order Price or extension of time to the Date for Completion. The price of any variation shall be added to or deducted from the Purchase Order Price. If the parties have not agreed on a price prior to the commencement of any work comprising a variation then Freyssinet may require the Subcontractor to execute the variation and thereafter assess the variation and inform the Subcontractor of the amount so assessed as payable by Freyssinet. Freyssinet may by variation omit any part of the Works for any purpose including for the purpose of having the omitted work performed by another contractor. Unless the parties agree on the price of the variation, the deduction to be made to the Purchase Order Price as a result of the variation will be the amount as reasonably determined by Freyssinet.

8. Insurance

The Subcontractor shall insure for an amount not less than that required by any legislation against any liability, loss, claim or proceeding whatsoever whether arising by virtue of any statute relating to Workers' Compensation or Employers' Liability or at Common Law by any person employed by it in or about the execution of the Works. The Subcontractor shall insure the Works under an all risks policy and insure against liability to Third Persons or in respect of Property of Third Persons in an amount not less than \$10 million. The Subcontractor shall indemnify Freyssinet against any liability, or proceeding in respect of personal injury to or death of any person or damage to any property caused by the execution of the Works due to the negligence omission or default of the Subcontractor. Insurance effected by the Subcontractor pursuant to this clause shall be extended to include the interests of Freyssinet and the Proprietor. Freyssinet may require the Subcontractor to submit its insurance policies to Freyssinet for approval.

9. Default

If the Subcontractor:

- (a) being a natural person becomes bankrupt or enters into or attempts to enter into any composition or arrangement with its creditors or has either a debtors petition or a creditors petition presented; or
- (b) has execution levied against it by a creditor; or
- (c) being a company has a liquidator, provisional liquidator, receiver, official manager or mortgagee in possession appointed to it or becomes a party to or attempts to enter into any composition or informal or unofficial receivership or management or control by its creditors or enters into a Scheme of Arrangements; or
- (d) shall make default in any of the following respects:
 - (i) by wholly suspending the work before completion,

- (ii) by failing to proceed with the Works with reasonable diligence or in a competent manner
- (iii) by failing to comply with a notice from Freyssinet requiring it to remove and replace defective work or improper materials, or
- (iv) by committing any breach of the terms of this Subcontract;

then Freyssinet may, by notice in writing, terminate the Purchase Order. Such determination shall not prejudice any right of Freyssinet to recover from the Subcontractor damages for any breach. Freyssinet may suspend all payments until the Works are complete.

10. Notices

Any notice to be given shall be deemed to be sufficiently given if served personally on the Subcontractor or on its Representative on the Site or on Freyssinet as the case may be or sent prepaid post to the address appearing herein or at his last known place of abode or business.

11. Freyssinet's Right to Deduct Money

Without limiting Freyssinet's right under any other provision of this Purchase Order, or Freyssinet's rights at common law or in equity:

- (a) Freyssinet may set-off against payments due to the Subcontractor, all monies due to Freyssinet or claimed to be due to Freyssinet under the Purchase Order or any other contract between the parties;
- (b) If such monies are insufficient, Freyssinet may have recourse to any security held pursuant to the Purchase Order to satisfy or partially satisfy any monies due or claimed by Freyssinet to be due.

12. Subletting

The Subcontractor shall not assign the Purchase Order or sublet any portion of the same without the written consent of Freyssinet.

13. Management and Supervision

The Subcontractor shall appoint a person acceptable to Freyssinet to manage and supervise the Works, who shall be the Subcontractor's Representative.

14. Damages

The Subcontractor shall cover, protect and maintain all materials as delivered and installed. The Subcontractor is fully responsible for the care and protection of his work, both during and until Practical Completion, including all materials destined for the works, to the completion and carrying out repairs and making good any damage to the works.


The Subcontractor shall pay to Freyssinet the cost of making good any damage done by him or his employees to the Site and to adjoining properties including the Works and services below ground, fencing, footways, roads, services drains, existing finishes and other services on or adjacent to the Site. Freyssinet shall also be entitled to add on to the cost of the damages an administration charge of 15 per cent.

15. Defects

The Subcontractor shall maintain the Works until completion and thereafter make good all defects at his cost that may appear in the Works prior to the expiration of Freyssinet Defects Liability Period as stated in the Purchase Order and if nothing stated for the same period as the defects liability period under the Head Contract. If the Subcontractor fails to rectify any defects within a reasonable time notified by Freyssinet, Freyssinet may deduct the cost of making good the defect from any amounts owing to the Subcontractor or held by way of retention. The Subcontractor shall arrange if necessary cleaning and associated costs upon completion of the rectification of the defects. Freyssinet may notify a further defect liability period for work which has been the subject of defect rectification. The further period shall not be longer than the primary Defects Liability Period.

16. Notification of Claims

Notwithstanding any other provision of the Purchase Order, Freyssinet will not be liable upon any claim by the Subcontractor in respect of any matter arising out of the Purchase Order and the Subcontractor shall be absolutely barred in respect of any such claims unless the claim, together with full particulars of the claim, is lodged in writing with Freyssinet within 14 days after the event or circumstance on which the claim is based first occurring. To the extent permitted by law, the Subcontractor and Freyssinet agree that Freyssinet may not by conduct, representations (whether

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written or oral or implied) or otherwise, be estopped or waive its rights under this clause.

This clause does not apply to claims for which express provision regarding notification is made elsewhere in this Purchase Order.

17. Dispute

If a dispute arises between Freyssinet and the Subcontractor concerning any matter in connection with the Purchase Order, either party may give to the other a notice of dispute identifying the nature of the dispute and providing details of the dispute.

Within 7 days of a party issuing a notice of dispute, representatives of the Subcontractor and Freyssinet who have knowledge of the matters the subject of the dispute must meet and attempt to resolve the dispute. If within 14 days of such a meeting a resolution is not reached, then senior representatives of each party shall meet within 7 days to attempt to resolve the dispute. If the dispute is unable to be resolved by senior representatives of the parties, Freyssinet and the Subcontractor may, by agreement, refer the matter to mediation or expert determination, on terms which are agreed.

If there is a dispute the Subcontractor shall continue with the Works unless instructed by Freyssinet otherwise.

18. Workplace Agreement and Codes of Practice and Tendering.

The Subcontractor may have a Workplace Agreement or other industrial instrument with its employees to cover the terms and conditions of their employment. Subject to any enterprise or productivity agreement, the Subcontractor shall pay the rates of wages and observe and perform the conditions that are required in any relevant statute or industrial instrument. The Subcontractor shall comply with any applicable codes of practice.

19. Occupational Health and Safety

The Subcontractor shall work in accordance with the provisions of the Occupational Health and Safety Act 2000 and associated Occupational Health and Safety Regulation 2001. The Subcontractor must provide a Safety Plan and Work Method Statement before commencing works on site and comply with any other direction or request of Freyssinet with respect to safety. The Subcontractor shall comply with Freyssinet's Occupational Health and Safety requirements for the Project.

20. Termination for Convenience

(a) Without prejudice to any of Freyssinet's other rights or entitlements under the Purchase Order, Freyssinet may, at any time, for its sole convenience, determine the engagement of the Subcontractor under the Purchase Order, by written notice to the Subcontractor

(b) If Freyssinet determines the engagement of the Subcontractor under Clause 20(a), then the Subcontractor shall be entitled to payment of the following amounts as reasonably determined by Freyssinet:

- (i) the value of all work carried out valued in accordance with the Purchase Order, to the date of determination (less any amounts already paid to the Subcontractor in respect of that work); and
- (ii) the cost of materials reasonably ordered by the Subcontractor for incorporation in the Works, which the Subcontractor is legally liable to accept, but only if the materials become the property of Freyssinet upon payment; and
- (iii) all reasonable direct costs incurred by the Subcontractor as a result of the determination (subject to the Subcontractor's obligation to mitigate such costs).

The Subcontractor's entitlement to payment under this Clause 20 will be full payment for the determination, and the Subcontractor will not be entitled to make any claim, counter claim, or initiate any proceedings, under or in connection with the Purchase Order, whether at law, under statute or otherwise, other than in respect of the amount to which the Subcontractor is entitled to under Clause 20.

21. Indemnity

The Subcontractor shall indemnify Freyssinet for any cost, loss, expense or damage which is caused by or contributed to by the Subcontractor or which is a result of the Subcontractor's breach of the Purchase Order. The Subcontractor's liability pursuant to this indemnity shall be reduced to extent to which the Subcontractor's act or omission contributed to such loss, cost, damage or expense.

22 Severability

If any provisions of the Purchase Order shall at any time be found to be or become illegal, invalid or unenforceable that clause or part is to be treated as removed from the Purchase Order and the remaining clauses are not affected.

23. Exclusion of Civil Liability Act (NSW) 2002

The parties agree that all rights, obligations and liabilities under or in connection with the Purchase Order are to apply unaffected by anything that, but for this clause, may by virtue of the provisions of the Civil Liability Act 2002 (NSW) have otherwise effected those rights, obligations and liabilities. If the Site is located in another State or Territory other than NSW then if there are equivalent laws of that other State or Territory to the Civil Liability Act (NSW) 2002 then those other State's or Territory's laws shall apply.

24. National Code of Practice for the Construction Industry

- (a) The Subcontractor must comply with the National Code of Practice for the Construction Industry (the Code) and the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry (the Guidelines), revised September 2005, reissued June 2006. Copies of the Code and Guidelines are available at
- (b) Compliance with the Code and Guidelines shall not relieve the Subcontractor from responsibility to perform the Purchase Order, or from liability for any defect in the works arising from compliance with the Code and Guidelines.
- (c) Where a change in the Purchase Order is proposed and that change would affect compliance with the Code and Guidelines, the Subcontractor shall submit a report to the Commonwealth specifying the extent to which the Subcontractor's compliance with the Code and Guidelines will be affected.
- (d) The Subcontractor shall maintain adequate records of the compliance with the Code and Guidelines by:
 - (i) the Subcontractor;
 - (ii) its sub subcontractors;
 - (iii) material suppliers;
 - (iv) consultants; and
 - (v) its Related Entities

Related entity and material supplier has the same meaning as given to that term in the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry, revised September 2005, reissued June 2006 available at www.workplace.gov.au/building.

(e) If the Subcontractor does not to comply with the requirements of the Code or the Guidelines in the performance of this Purchase Order such that a sanction is applied by the Code Monitoring Group, the Commonwealth, without prejudice to any rights that would otherwise accrue, shall be entitled to record that non-compliance and take it, or require it to be taken, into account in the evaluation of any future tenders that may be lodged by the Subcontractor or a related entity in respect of work funded by the Commonwealth or its agencies.

Code Monitoring Group has the same meaning as is given to that term in the Australian Government Implementation Guidelines for the National Code of Practice for the Construction Industry, revised September 2005, reissued June 2006 available at www.workplace.gov.au/building

(f) The Subcontractor shall not appoint a sub subcontractor, consultant or material supplier in relation to the Project where the appointment would breach a sanction imposed by the Code Monitoring Group.

(g) The Subcontractor agrees to require that the Subcontractor and its material suppliers, consultants, subcontractors and its related entities provide the Commonwealth or any other person authorised by the Commonwealth, including a person occupying a position in the Office of the Australian Building and Construction Commissioner, with access to:

- (i) inspect any work, material, machinery, appliance, article or facility;
- (ii) inspect and copy any record relevant to the Project and Works the subject of this Purchase Order; and



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(iii) interview any person.

As is necessary to allow validation of its compliance with the Code and Guidelines.

Additionally, the Subcontractor agrees that the Subcontractor and its related entities will agree to a request from the Commonwealth or any person authorised by the Commonwealth, including a person occupying a position in the Office of the Australian Building and Construction Commissioner, to produce a specified document within a specified period, in person, by fax or by post.

- (h) For the avoidance of doubt, Clause (f) applies in relation to the Subcontractor's new privately funded construction sites.
- (i) The Subcontractor shall ensure that all subcontracts impose obligations on the sub subcontractor's equivalent to the obligations under this Clause.

25. OHS REPORTING AND REQUIREMENTS

Subcontractors are to complete [AF-S-FOR-575 Monthly OHS for Subcontractors](#) attached each month and return it with their progress claim. This will be a condition precedent to payment of the Subcontractor's progress claim. Refer to Annexure B for the form.

- (1) Occupational Health and Safety Requirements. The Subcontractor agrees to promptly comply with all requirements under the OHS Regulation, including but not limited to:
- (i) Any directions of Freyssinet in accordance with submission of a Project Specific Safety Plan;
 - (ii) The Subcontractor must provide Freyssinet, monthly or more frequently on request from Freyssinet, with a copy of all registers, records and documents that Freyssinet is required to prepare or maintain as a Principal Contractor under the OHS Regulation. That is objective evidence of Safety Plan Maintenance being, updated employee induction, plant servicing, and toolbox talk minutes of meetings.
 - (i) Submit safe work method statements and hazardous substance registers.
 - (ii) All employees comply with all statutory obligations of Freyssinet.
 - (iii) All employees comply with the Subcontractor's Project Specific Safety Plan
 - (iv) All employees comply with any direction of Freyssinet concerning a perceived breach of the OHS Regulation or any matter related to Occupational Health and Safety.
 - (v) Maintain appropriate safety precautions and programs, so as to prevent injury to persons or damage to property.
 - (vi) Implement and comply with all necessary security requirements of Freyssinet for the Site.
 - (vii) Ensure that all Purchase Order Works are carried out in a safe manner including erecting and maintaining all safeguards necessary for safety and protection, ie, barriers, fences, railings. In addition, posting danger signs and other warnings against hazards and notifying Freyssinet and other users of any dangerous or hazardous conditions arising out of the performance of the Purchase Order Works.
 - (viii) The Subcontractor must ensure that all constructional plant is maintained in a safe working order.
 - (ix) If Freyssinet considers that any constructional plant is unsafe, Freyssinet may direct the Subcontractor to stop using the plant, until it has been brought into a safe working order.
- (2) After wet weather, Subcontractor to assist in dewatering the Site, including but not limited to, allowance to setup, install, and remove equipment, etc, to return the Site to a dry condition during the Purchase Order Works on site.
- (3) The Subcontractor warrants that they have the expertise and ability to execute the Purchase Order Works to a successful completion in accordance with the attached documentation to the satisfaction of Freyssinet inclusive if applicable of any design development work.

26. GENERAL PRELIMINARIES

The Subcontractor shall provide all works and/or materials necessary in relation to its activities and in a manner which a competent and experienced Subcontractor should realise is required whether or not hereinafter expressly mentioned and of a standard consistent with best industry standards for this project. The 'Works' shall comprise the provision of all labour, materials, plant and equipment necessary to complete the Purchase Order Works in accordance with the Purchase Order documents as listed in the Purchase Order and relevant Australian Standards, Building Code of Australia, and all Regulations and Laws/Statutory requirements and requirements of Authorities applicable to the trade, and completed to the satisfaction of Austress Freyssinet ('Freyssinet') and Proprietor.

The Subcontractor's price has been submitted on the basis that the Subcontractor bears all the risks and costs involved in the delivery and selection of work methods for the Project.

There shall be no limitation as to the safety measures the Subcontractor must have in place prior to the commencement of any works. The following general preliminaries shall be provided by Freyssinet unless stated otherwise:

- (i) Electricity, to the extent available to Freyssinet, as connections for lighting and power to within 30 metres of the place of use. The Subcontractor will provide his own leads, lead hooks and stands, to enable a safe and satisfactory distribution of power.
 - (ii) If available, facilities for the housing of workers and space for the storage of materials but the responsibility for loss or damage of or to possessions, property and/or materials will be borne by the Subcontractor and provided that Freyssinet shall not be responsible for the erection of any sheds or structures the Subcontractor may be under an obligation to erect or construct by virtue of the provisions of any relevant law, by law, regulation, award or industrial Agreement or otherwise.
 - (iii) Plant and equipment for use in common with other Subcontractors to the extent competing requirements, as decided by Freyssinet, permit. The cost of cleaning the same after use and of repair other than that due to normal wear and tear will be charged to the Subcontractor. The Subcontractor must provide and pay for requirements outside the limits so decided.
 - (iv) Toilet accommodation and washing facilities provided on Site by Freyssinet shall be available for use by employees of the Subcontractor.
 - (v) Water is available from mains supply.
 - (vi) If at any time the facilities described in items (i) to (v) of this Clause are unavailable for any reason the Subcontractor shall make its own arrangements for these services at its own cost.
- (4) While Freyssinet's hoisting facilities are in position on the Site they may be used, if available and if not required for other hoisting purposes, including the services of driver and/or dogman within reason by the Subcontractor at market rates or as determined by Freyssinet where no market rate is applicable.
- (5) Where it is agreed in writing that Freyssinet shall provide labour and facilities for hoisting materials his liability shall only be to hoist materials to the level specified. The Subcontractor shall be responsible for all horizontal movement of materials. This vertical lifting by Freyssinet will operate on the Site on a shared basis and has limited duration and frequency. Freyssinet does not guarantee continuity of use. Use of Freyssinet's facilities is to be coordinated with the Freyssinet's Site representative. Any additional vertical handling and lifting required by the Subcontractor over and above the Freyssinet's on Site facilities is to be provided by the Subcontractor at its own cost. The Subcontractor is to provide all labour to arrange material for vertical lifting and to take delivery and store material after having been lifted to any location either internally or externally. No material is permitted to remain



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- on the loading platform/area. The Subcontractor shall ensure that a competent full time representative is on site for receiving deliveries. The Subcontractor shall provide transportation methods for delivery of all materials, including delivery in suitably designed and approved lifting cage if required, and be responsible for any damage during transport.
- (6) Where Freyssinet provides labour and/or materials to or for the Subcontractor at its request then they will be charged to the Subcontractor at rates as determined by Freyssinet.
- (7) Unless it is agreed in writing the Subcontractor shall supply all scaffolding and any other access requirements to carry out the Purchase Order Works.
- (8) Should the Subcontractor use any scaffolding, hoists or other services provided by Freyssinet then such use shall be on the express condition that no warranty or other liability on the part of Freyssinet arises or is implied as to their fitness condition or suitability and the Subcontractor indemnifies Freyssinet against any loss or damage or penalty incurred arising out of the use by the Subcontractor or his employees of them.
- (9) The Subcontractor shall ensure that all services and facilities provided or used by the Subcontractor comply with the requirements of all authorities and any relevant law, by law, regulation, award or industrial Agreement or other industry standards. All use shall be subject to the ongoing approval of Freyssinet.
- (10) All debris and rubbish from the Subcontractor's work shall be removed by the Subcontractor in accordance with Freyssinet's instruction and to the satisfaction of Freyssinet within 24 hours of its creation, failing which Freyssinet may cause it to be removed at the cost of the Subcontractor.
- (11) Before arranging deliveries of materials to Site the Subcontractor must advise Freyssinet sufficient time in advance so that delivery time can be allocated.
- (12) Unless expressly agreed otherwise in writing the Subcontractor shall not be entitled to park vehicles on Site.
- (13) The Subcontractor shall pay all fees, permits, and the like in relation to the Purchase Order as required by the relevant Authorities.
- (14) The Subcontractor shall provide all adequate communication facilities including site telephones, mobile phones, and facsimile facilities to carry out the Purchase Order Works.
- (15) The Subcontractor shall provide a 'working' first aid representative for all works performed after normal working hours.
- (16) The Subcontractor shall provide all necessary temporary barricading and signage, as required by Freyssinet and relevant Authorities.
- (17) The Subcontractor shall work a minimum six day week and any necessary overtime required to achieve and or complete Freyssinet's milestone dates within the working hours determined by Freyssinet.
- (18) The Subcontractor shall set out the Purchase Order Works from major grid data and benchmarks provided by Freyssinet.
- (19) The Subcontractors employees shall have current general and specific health and safety induction training (green card) before commencing works on Site.
- (20) The Subcontractors employees shall attend a site specific induction before commencing works on Site.
- (21) The Subcontractor's electrical equipment shall be tested and tagged periodically.
- (22) The Subcontractor shall provide all concrete saw cutting and/or coring, including water control as necessary for his Purchase Order Works. The Subcontractor shall obtain Freyssinet's written approval prior to commencing these works.
- (23) The Subcontractor has allowed for all necessary out of hours works to complete his Purchase Order Works (where authorised by Freyssinet).
- (24) No high velocity power tools to be used on site except where authorised by Freyssinet.
- (25) The Subcontractor has allowed for the Purchase Order Works to be carried out in accordance with Freyssinet's construction program and/or directions received from site personnel.
- (26) The Subcontractor shall undertake a survey of the works area to check the accuracy, or otherwise, of the base structure to receive his Purchase Order Works. If the Subcontractor commences his works on the base structure he is deemed to have accepted the suitability of the base structure for his Purchase Order Works. If the Subcontractor deems that the base structure is unacceptable to him then he is to inform Freyssinet immediately and prior to commencing any Purchase Order Works.
- (27) The Subcontractor shall provide all the necessary certifications, as built drawings, warranties as required by the Purchase Order documentation upon completion of the Purchase Order Works.
- (28) Quality Assurance System if required by the Purchase Order Documents and/or Freyssinet. The Subcontractor shall prepare and submit a Quality Plan specific to the Subcontractor's obligations under this Purchase Order and which describes the Purchase Order quality assurance system for review by Freyssinet. If not stated within the Purchase Order Documents, as a minimum outline, the Quality Plan should include the following:
- (i) A copy of the Quality Plan is to be issued to Freyssinet within two weeks of the receipt of the Purchase Order or prior to commencing work under the Purchase Order whichever is earlier.
 - (ii) The Quality Plan is to be promptly updated as necessary during the currency of the Purchase Order and a copy of any updates provided promptly to Freyssinet.
 - (iii) Not Used.
 - (iv) Before commencing particular work, the Subcontractor is to submit for Freyssinet's review a copy of the applicable Inspection and Test Plan including relevant field checklists. Any such review by Freyssinet shall not relieve the Subcontractor from any of its liabilities under the Purchase Order. Checklists used to control and document the works must be customised to the project to reflect particular requirements of the Purchase Order including Hold and Witness Points. The Inspection and Test Plan is to identify all of the criteria necessary to certify conformance of a portion of work.
 - (v) The Subcontractor is to incorporate and comply with any additional Hold and Witness Points directed by Freyssinet.
 - (vi) The Subcontractor is to submit to Freyssinet conformance reports including certification that all applicable requirements of the ITPs have been met.
 - (vii) The Subcontractor must notify Freyssinet in writing of any non conformances in the Purchase Order Works and course of follow up action.
 - (viii) If required by the Purchase Order Documents, the Subcontractor is to provide an updated conformance summary to Freyssinet for review in conjunction with submission of the Subcontractor's work progress claim. Portions of work for which records of full conformance are not provided may be subject to reduced valuation by Freyssinet.
 - (ix) Freyssinet may use the Purchase Order Works and, provided Freyssinet uses the Purchase Order Works in a proper manner, the Purchase Order Works shall remain at the Subcontractor's risk until the expiration of the Defects Liability Period referred to in the Purchase Order.
 - (x) The Subcontractor is responsible for carrying out all testing which is necessary to demonstrate compliance with the Purchase Order requirements. At any time prior to the issue of the Final Payment Certificate under the Head Contract Freyssinet is entitled to conduct audits, surveillance and testing as Freyssinet



SUBCONTRACTOR PURCHASE ORDER TERMS AND CONDITIONS

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- considers appropriate to verify that the Subcontractor has complied with the Purchase Order and is implementing and maintaining an effective Quality Assurance System to deliver the Purchase Order Works in accordance with the Purchase Order. Before conducting a test at a Witness Point or Hold Point, the Subcontractor shall give reasonable notice in writing of the time, date and place of the test.
- (xi) Tests shall be conducted as required in the Purchase Order and in accordance with submitted Inspection and Test Plans. Additional or special tests may be conducted by Freyssinet.
- (xii) Results of tests for product verification shall be made available in accordance with the provisions of the Purchase Order. If no such specific provisions exist, results of tests for product verification must be made available by each party to the other.
- (xiii) If the Subcontractor fails to comply with any or all of the Quality Assurance requirements of this Clause, Freyssinet may implement such inspections and tests and undertake any work Freyssinet deems necessary to obtain verification required by Freyssinet. The resulting cost incurred by Freyssinet as a result of any action taken under this Clause shall be a debt due from the Subcontractor.
- (29) The Subcontractor has allowed for the fast track completion of any required sample panels and/or prototypes etc required by the Purchase Order documents to be carried out expeditiously for review and approval.
- (30) It is acknowledged by the Subcontractor that a personal copy of all head contract documents have not been issued to the Subcontractor. The Subcontractor acknowledges that such documents will form part of the Purchase Order and are available to the Subcontractor for viewing at Freyssinet's Head Office prior to acceptance of the Purchase Order.
- (31) All Purchase Order works shall allow for settlement and/or movement of the building structure and finishes as necessary.
- (32) The Subcontractor has allowed for all conditions as encountered on site, including but not limited to, latent conditions, such as existing in ground conditions, services, etc.
- (33) The Subcontractor shall protect drains from contamination and blockage from debris, rubbish and the like from the Purchase Order Works.
- (34) The Subcontractor has allowed for complete dust control, erosion control, noise control, vibration control and associated monitoring if required
- (35) The Subcontractor is responsible for any damage caused by any fixing and/or installation of the Purchase Order Works for any reason whatsoever.
- (36) It is the responsibility of the Subcontractor to ensure that they are working off the current drawings and specifications, and to ensure that they highlight any discrepancies or missing information that may exist. No delay claim, extension of time, or additional costs will be considered as a result of the Subcontractors oversight in drawing amendment or planning.
- (37) The Purchase Order Price shall not be subject to any fluctuations and/or escalation's as a consequence of any increase in the cost of wages, materials or plant or any other alteration whatsoever and includes levies and allowances whatsoever for the duration of the construction of the works and thereafter for the fulfilment of the Subcontractors obligations during the defects liability period.
- (38) The Subcontractor shall be deemed to have inspected the site and to have fully informed himself of the nature of the work under the Head Contract and Purchase Order.
- (39) The Subcontractor has allowed provision for the payment of any site allowances. A requirement for or adjustment to site allowances during the term of the Purchase Order shall not constitute a variation under this Purchase Order.
- (40) The Subcontractor has included for supplying their own bins as well as collecting and delivering those bins to the ground floor, or as nominated by Freyssinet, and emptying them into the rubbish skips provided by Freyssinet. Recyclable materials may be placed in appropriate bins if there is a site waste management system in the Project.
- (41) The Subcontractor has allowed to supply and install all items required for a safe working system.
- (42) The Subcontractor has allowed to provide all personal protective equipment and clothing required to undertake the Purchase Order Works for their employees.
- (43) The Subcontractor shall ensure that during Purchase Order Work the public ways, ie, public roads and footpaths, are not obstructed by building materials or vehicles, or in any way whatsoever. The Subcontractor shall avoid unnecessary interference with the passage of people and vehicles and shall prevent nuisance and unreasonable noise and disturbance.
- (44) The Subcontractor shall clean roads and footpaths and wash down vehicles and the like before exiting the Site in accordance with Freyssinet and Authorities requirements.
- (45) The Subcontractor shall provide and be responsible for all traffic management associated with the Purchase Order Works including obtaining road closure permits, to enable the Works to proceed safely and in accordance with Authorities requirements. If required by Freyssinet and the relevant authorities, the Subcontractor shall prepare and submit a Traffic Control Plan of any part of the Purchase Order Works to Freyssinet prior to submission to the relevant authorities. The Subcontractor shall implement the approved Traffic Control Plan for the Purchase Order Works, as approved to meet the relevant authorities' requirements.
- (46) The Subcontractor shall attend regular and special project meetings as required by Freyssinet, including but not limited to Safety meetings, co-ordination meetings, subcontractor meetings which may be held at either the Site or at Freyssinet's head office.
- (47) The Subcontractor has allowed for all out of sequence work.
- (48) The Subcontractor has allowed for removing all packaging materials of his works from site, particularly polystyrene packaging.
- (49) The Subcontractor has allowed to supply ladders, temporary ramps, temporary handrails, and the like, to complete the Purchase Order Works as required.
- (50) The Subcontractor has allowed to provide all equipment, power and hand tools, materials and labour necessary to complete the works, including forklift hire and compressor if required.
- (51) The Subcontractor shall not use permanent sanitary fixtures and fitments, kitchens and sinks and the like will not be used to wash tools or equipment.
- (52) Storage and security of all materials on and off site is the responsibility of the Subcontractor. The Subcontractor is aware and accepts that there will be site storage constraints on site.
- (53) The Subcontractor is responsible for a final trade clean, and defect repair of all works included in this Purchase Order to Freyssinet's satisfaction, and in accordance with the construction program.
- (54) The Subcontractor agrees should any untagged electrical plant/equipment be discovered, or the failure to produce testing and maintenance records by the Subcontractor, the Subcontractor shall immediately remove it from the workface and rectify immediately. Failure to rectify, Freyssinet may carry out the tagging or testing on behalf of the Subcontractor at the Subcontractor's cost.
- (55) After wet weather, Subcontractor to assist in dewatering the Site, including but not limited to, allowance to setup, install, and remove equipment, etc, to return the Site to a dry condition during the Purchase Order Works on site.

ANNEXURE "A"

STATUTORY DECLARATION
(Oaths Act 1990 (NSW))

I, _____ of _____

in the state of NSW, do hereby solemnly declare and affirm that:

1. I am the representative of the Subcontractor.
2. I am in a position to make this statutory declaration about the facts attested to.
3. No monies are due and owing by the Subcontractor in respect of the Subcontract Works as at the date of this declaration.
4. All remuneration and any other amounts payable to the Subcontractor's employees for work done in connection with the Subcontract to the date of this statutory declaration have been paid and the Subcontractor has made provision for all other benefits accrued in respect of the employees.
5. All workers compensation insurance premiums payable by the Subcontractor to the date of this statutory declaration in respect of the work done in connection with the Subcontract have been paid. This statutory declaration is accompanied by a copy of any relevant certificate of currency in respect of that insurance.
6. The Subcontractor has paid every subcontractor, supplier and consultant all amounts payable to each of them by the Subcontractor as at the date of statutory declaration with respect to engagement of each of them for the performance of work or the supply of materials for or in connection with the subcontract.
7. The Subcontract has paid payroll tax in respect of wages paid or payable to the relevant employees for work done in connection with the Contract to the date of this Statutory Declaration.
8. All insurances required to be maintained by the Subcontractor are in force. This statutory declaration is accompanied by a copy of any relevant certificate of currency in respect of those insurances.
9. I am aware that the Subcontractor is required to keep copies of this statement and any related certificates of currency of insurance for at least 7 years and declare that the Subcontractor has accordingly made arrangements for the secure retention of all written statements.
10. All title to any unfixed materials on or adjacent to the Subcontract Works shall be passed to the Builder immediately upon presentation of the progress claim and that no other lien or encumbrance exists over the title to those materials.

Signature of Declarant: «

declared at:

Place: «

Date: on «

before me:

Signature of legally authorised

Person* before whom the

Declaration is made:

Name and title of person*

before whom the declaration is

made: «

DECLARED at)

this.....day of)

before me:)

Solicitor/Justice of the Peace)

ANNEXURE "A"

**STATUTORY DECLARATION
(VICTORIA)**

I, _____ of _____

in the state of VIC, do hereby solemnly declare and affirm that:

1. I am the representative of the Subcontractor.
2. I am in a position to make this statutory declaration about the facts attested to.
3. No monies are due and owing by the Subcontractor in respect of the Subcontract Works as at the date of this declaration.
4. All remuneration and any other amounts payable to the Subcontractor's employees for work done in connection with the Subcontract to the date of this statutory declaration have been paid and the Subcontractor has made provision for all other benefits accrued in respect of the employees.
5. All workers compensation insurance premiums payable by the Subcontractor to the date of this statutory declaration in respect of the work done in connection with the Subcontract have been paid. This statutory declaration is accompanied by a copy of any relevant certificate of currency in respect of that insurance.
6. The Subcontractor has paid every subcontractor, supplier and consultant all amounts payable to each of them by the Subcontractor as at the date of statutory declaration with respect to engagement of each of them for the performance of work or the supply of materials for or in connection with the subcontract.
7. The Subcontract has paid payroll tax in respect of wages paid or payable to the relevant employees for work done in connection with the Contract to the date of this Statutory Declaration.
8. All insurances required to be maintained by the Subcontractor are in force. This statutory declaration is accompanied by a copy of any relevant certificate of currency in respect of those insurances.
9. I am aware that the Subcontractor is required to keep copies of this statement and any related certificates of currency of insurance for at least 7 years and declare that the Subcontractor has accordingly made arrangements for the secure retention of all written statements.
10. All title to any unfixed materials on or adjacent to the Subcontract Works shall be passed to the Builder immediately upon presentation of the progress claim and that no other lien or encumbrance exists over the title to those materials.

Signature of Declarant: «

declared at:

Place: «

Date: on «

before me:

Signature of legally authorised

Person* before whom the

Declaration is made:

Name and title of person*

before whom the declaration is

made: «

DECLARED at)

this.....day of)

before me:)

Solicitor/Justice of the Peace)

ANNEXURE "A"

STATUTORY DECLARATION

(QUEENSLAND)

I, _____ of _____

in the state of QLD, do hereby solemnly declare and affirm that:

1. I am the representative of the Subcontractor.
2. I am in a position to make this statutory declaration about the facts attested to.
3. No monies are due and owing by the Subcontractor in respect of the Subcontract Works as at the date of this declaration.
4. All remuneration and any other amounts payable to the Subcontractor's employees for work done in connection with the Subcontract to the date of this statutory declaration have been paid and the Subcontractor has made provision for all other benefits accrued in respect of the employees.
5. All workers compensation insurance premiums payable by the Subcontractor to the date of this statutory declaration in respect of the work done in connection with the Subcontract have been paid. This statutory declaration is accompanied by a copy of any relevant certificate of currency in respect of that insurance.
6. The Subcontractor has paid every subcontractor, supplier and consultant all amounts payable to each of them by the Subcontractor as at the date of statutory declaration with respect to engagement of each of them for the performance of work or the supply of materials for or in connection with the subcontract.
7. The Subcontract has paid payroll tax in respect of wages paid or payable to the relevant employees for work done in connection with the Contract to the date of this Statutory Declaration.
8. All insurances required to be maintained by the Subcontractor are in force. This statutory declaration is accompanied by a copy of any relevant certificate of currency in respect of those insurances.
9. I am aware that the Subcontractor is required to keep copies of this statement and any related certificates of currency of insurance for at least 7 years and declare that the Subcontractor has accordingly made arrangements for the secure retention of all written statements.
10. All title to any unfixed materials on or adjacent to the Subcontract Works shall be passed to the Builder immediately upon presentation of the progress claim and that no other lien or encumbrance exists over the title to those materials.

Signature of Declarant: «

declared at:

Place: «

Date: on «

before me:

Signature of legally authorised
Person* before whom the
Declaration is made:

Name and title of person*
before whom the declaration is
made: «

DECLARED at)

this.....day of)

before me:)

Solicitor/Justice of the Peace)

ANNEXURE B

	MONTHLY OHS SUBMISSION FOR SUBCONTRACTORS	Code: AF-S-FOR-575
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This document is to be forwarded as part of your Companies progress claim each month. Please ensure that all areas are complete and where required relevant forms are attached.

Date _____ Reporting Month _____

Project Name _____

Subcontractor Name _____

Element	Monthly Total
Average number of personnel	
Hours Worked	
Number of Lost Time Injuries (LTI ¹)	
Number of Work Days Lost due to LTI	
Number of Medical Treatment Injuries (MTI ²)	
Number of hours lost due to MTI	
Number of non injury incidents ³	
Number of SWMS produced	
Number of toolbox meetings conducted	

Name _____

Signature _____

1. LTI: Lost Time Injury. This is recorded when an employee is absent from work for a full shift as the result of a work related injury.
2. MTI: Medical Treatment Injury. This is when an employee has received first aid or Doctors treatment resulting from a work related injury
3. Non Injury Incident: Near Miss etc