

Supplier Manual

| v2



Commercial in Confidence

This document contains information that is proprietary and confidential to the Ambrose Construct Group. The contents are intended solely for the use of the trade or restorer to whom it is addressed and must not be disclosed, copied, distributed, or used for any purpose without the prior written consent of Ambrose Construct Group. If you are not the intended recipient, please notify the sender immediately and delete all copies of this document.

Builders Registrations

Ambrose Construct Group Pty Ltd trading as Ambrose Construct Group | ABN: 35 131 176 102

ACT: 2020146 | NSW: 232618C | VIC: CDB-U 74888/CCB-U 74889 | QLD: 1143562 | SA: BLD 323607 | WA: BC104452 | TAS: 999869951 | NT: 352884CU

Inserve Australia Pty Ltd trading as Construct Services | ABN: 76 147 747 859

ACT: 2011589 | NSW: 236945C | VIC: CDB-U 49220/CCB-U 58107 | QLD: 1206365 | SA: BLD 238530 | WA: BC13655 | TAS: 581592409 | NT: 265622CU



LOCAL TRADES WANTED



Become a contractor for one of Australia's largest insurance repair builders

Our trades are locals in the communities they serve. The trades we work with are supported and given clear direction to allow them to feel proud of the work they do every day.

Ambrose Construct Group is currently seeking local trades and suppliers across Australia to work with us.

About AMBROSE CONSTRUCT

Ambrose Construct Group is one of Australia's largest insurance repair builders and works with all major insurers Nationally.

WHY WORK WITH US?



Residential - 14 Day Payment Terms
Commercial - 21 Day Payment Terms
(from approval of invoice)



Supporting Local Trades



Dedicated Local Supervisors



Industry Leading Technology



Direction and Support



Register Now

www.ambroseconstruct.com.au/www



ZEROHARM

AT AMBROSE CONSTRUCT

CONTENTS

Environmental, Social, and Corporate Governance (ESG).....	5
About Us.....	6
AMBROSE CONSTRUCT Group.....	7
Our Mission Statement.....	8
National Coverage.....	9
About the Manual.....	10
Commonly Used Terms.....	11
Supplier Services.....	12
Your Expectations of Us.....	12
Supplier Requirements.....	13
Working With Us.....	19
New Suppliers.....	20
Booking Procedure.....	23
Work Health Safety (WHS) & Environmental.....	25
Crystalline Silica Substances Guide.....	27
Job Completion & Sign Off.....	28
Invoicing Requirements.....	29
Make Safe.....	30
Defective Works Process.....	32
Disputes.....	33
Dealing with Vulnerable Customers.....	34
Complaint Management.....	35
Auditing & Performance Monitoring.....	37
Increase Work Opportunities.....	38
ACG Data Handling: Ownership, Access, and Retention Protocols.....	40
Notices & Contacts.....	44

Environmental, Social, and Corporate Governance (ESG)

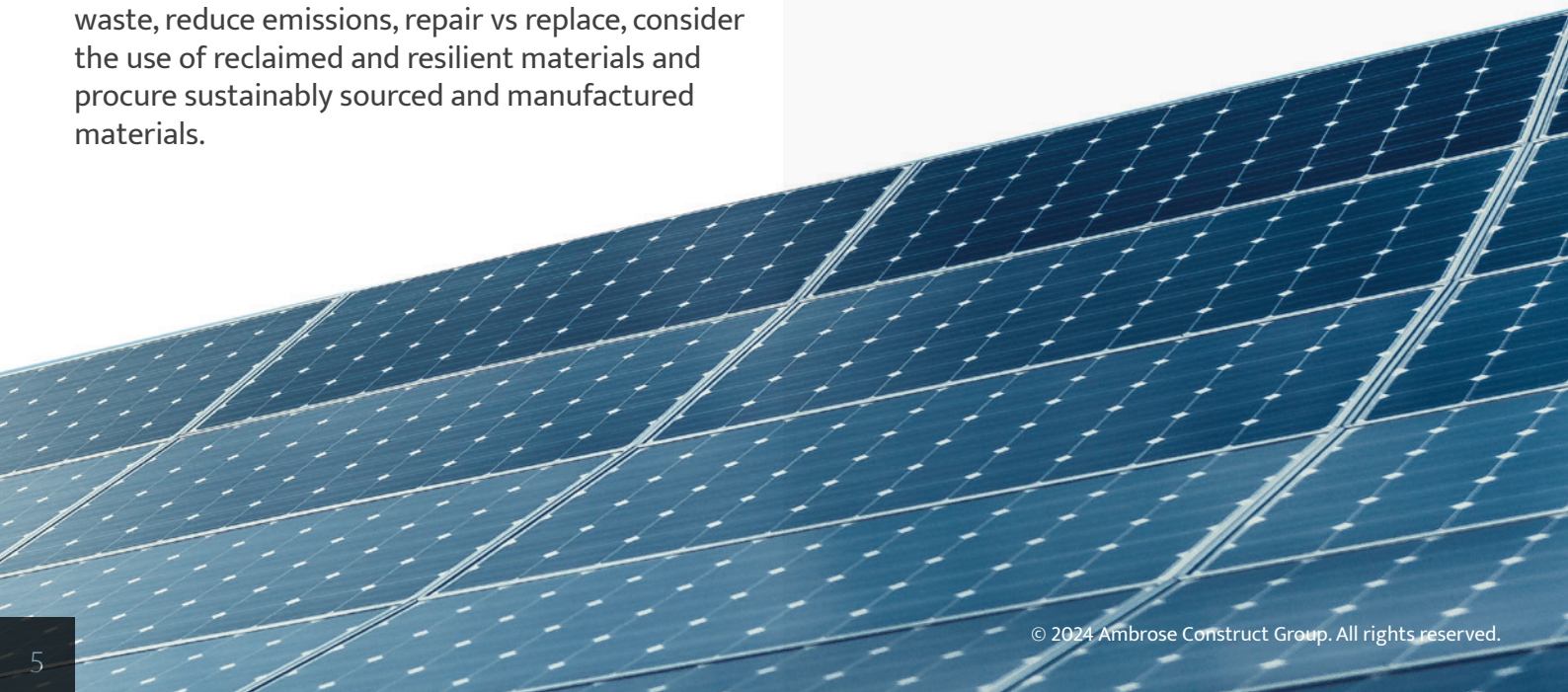
In November 2022, the Insurance Council of Australia released the Climate Change Roadmap: Towards a Net-Zero and Resilient Future. In the report the ICA supports strong action on climate change, including working with the insurance industry to achieve net-zero emissions no later than 2050.

The report identifies that insurance industry has a key role to play, as the industry shares a deep understanding of risk to help improve Australia's resilience to a changing climate and extend the frontiers of insurability. At the same time, insurers are committed to reducing their own emissions to net-zero. This will require insurers to reduce operational emissions, the emissions associated with underwriting activities, claims supply chain, and investment decisions.

As part of the supply chain ACG, along with our subcontractors, need to seek ways to reduce waste, reduce emissions, repair vs replace, consider the use of reclaimed and resilient materials and procure sustainably sourced and manufactured materials.

Starting in 2023, ACG is commencing to operationalise some of our ESG initiatives, such as:

- Booking Estimator/Supervisors and scheduling subcontractors to undertake work near where they live to reduce fuel consumption
- Consider the use of recycled or natural building materials that generate less CO2 to produce wherever possible
- Scope repairs to reduce a building's energy consumption through smart design
- Wherever possible consider extending a building's lifespan to reduce future waste
- Recycle as much construction waste as is possible
- Seek out suppliers whose production methods are more sustainable, or who make a conscious effort to reduce their own emissions



About Us

In November 2022 Ambrose Building Pty Ltd and Inserve Australia Limited (trading as Construct Services) merged forming the Ambrose Construct Group (ACG).

Focus

While the group is large and continually growing, each business unit has a clear focus. Ambrose Construct Group and Xtreme Clean focus on the small to medium insurance repair bracket, specialising in all aspects of escape of liquids, catastrophic weather events and BAU claims. Construct Services – Major & Complex Claims and Marshall Restorations focus on the large, commercial, and complex insurance repair bracket. Collectively we can respond to any type of insurance claim nationally.

Experience

Our group of companies has almost one hundred years of operating experience in undertaking restoration and insurance building repairs in Australia. Our combined depth of experience across portfolio specialisations, including escape of liquid and national catastrophe response, provides our clients with a truly experienced national restoration and building partner that is focused on delivering the best repair experience possible.

Knowledge

Our technical expertise supports our clients, their staff and customers, nationally, 24/7. Together, as one group, we deliver a consistent, best in class service across all insurance repair portfolios and all states and territories within Australia.

Performance

The merger brings together world class technology, developed by fulltime inhouse programmers and specialists who live and breathe the insurance industry. It is our commitment to our trades that our IT, systems, processes, and people will deliver the best insurance restoration and building service nationally, to streamline every aspect of the repair management process, from receipt to completion.

Operational Excellence

We are committed to being easy for our trades to work with and in return exceeding our clients and their customer's expectations regarding, lifecycle, cost, quality and customer experience.

AMBROSE
CONSTRUCT

Group

Today the group is made up of a number of high performing businesses including:



Ambrose Construct Group



Construct Services – Major & Complex Claims



Xtreme Clean Restoration & Sanitisation



FEN Australia



Marshall Restorations



ScopeIT Services



Collective Trade Services

Our Mission Statement



To consistently provide a prompt, reliable and courteous service that we guarantee, so that the customer comes to like and expect the same thing every time.



National Coverage

To undertake insurance repairs nationally, we require dynamic and active Subcontractors to work alongside our Building Supervisors who live and work locally.



Your **Insurance Repair Specialists**

About the Manual

The purpose of this Supplier Manual is to provide our subcontract trades with a clear understanding of:

- **How to work with us**
- **The expectations we have as a Principal Contractor and**
- **The expectations our insurance clients have of us when undertaking insurance repairs at their customer's properties.**

This manual forms part of a series of documents clearly outlining the professional and contractual relationship between Ambrose Construct Group and our selected subcontractors.



Structure

There are three elements to the subcontract structure:

SUPPLIER MANUAL

- The expectations and way of working

GENERAL CONDITIONS

- The terms and conditions that along with the Purchase Order make up the subcontract agreement

PURCHASE ORDER

- The scope of works to be completed at a property

The Subcontract Platform

All Subcontract trades are onboarded via the Ambrose Construct Group Tradie platform which consists of:

TRADIE ADMIN

- The portal which is used to manage the Subcontractor's profile, accept work opportunities, sign-off on the site specific safety system for each repair, manage required documents and trade licenses, and upload invoices when the scope is complete.

TRADIE WEB

- The online website that can be accessed from any device which onsite trades use to sign into site, accept the safety system, review the scope of works and upload completion images.

Commonly Used Terms

Every Industry has its own language so here are some of the words and acronyms you may hear while working for Ambrose Construct Group.

ASSESSOR - an employee of the insurer who determines if the claimed event is covered by the PDS.

AUTHORISED PERSON - is the insurance policy holder or a person authorised by them to act on their behalf in dealing with the insurer and their repairers during the repair process.

CLAIM - the request made by the customer for an insurable event.

COVERAGE - is what's included in the insurance policy.

CUSTOMER - is the Policyholder or the Insured. The Customer may be represented by an Authorised Person who is an occupant of the property, a tenant or a real estate property manager.

ESTIMATOR - an Ambrose Construct Group employee who inspects the damage at the property and creates a scope of works to repair it.

INSURER - the insurance company that issues an insurance policy to protect the property.

MAKE SAFE - the process of making sure the property is safe. Usually at the start of the claim, for example, if during a storm a tree falls on the roof, the make safe is the work completed to remove the tree from the roof and tarp any holes to prevent further damage. Make safes are not the whole repair and are purely to make the property safe.

PDS - Product Disclosure Statement which is the breakdown of the policy provided by the insurer and the coverage within the policy's terms and conditions.

POLICYHOLDER (INSURED) - is a person or entity who owns a policy with an insurer that ACG has a commercial agreement with to repair or restore their property.

PRINCIPAL CONTRACTOR - is another term for a builder who is authorised in legislation to run repairs and coordinate multiple trades, i.e., we can engage an electrician, a tiler, a plasterer, a cabinet maker, etc to come and complete repairs at the property.

RESTORER - a specialist who is engaged to remove water, treat mould, and sanitise a property after water damage like a flood or burst pipe.

REPAIRHUB - Ambrose Construct Group's Customer Portal that is directly linked to our Repair Management System providing the customer with updates regarding their repair.

SCOPE OF WORKS - a list of home building repair items needed to be completed for the insurance claim.

SUBCONTRACTOR - we engage several thousand local subcontractors across the country to provide us with the 125 trade and specialist skills we require to complete the repair.

SUPERVISOR - an Ambrose Construct Group employee who oversees and coordinates the repair.



Supplier Services

Our Subcontractors must provide the Services:

- As described in the Purchase Order, understanding that unless noted otherwise, existing defects, maintenance issues and/or building contents damaged outside of the instructions have not been included within the Purchase Order
- In accordance with the General Conditions and its associated schedules
- In accordance with all statutory obligations, including any applicable statutory warranty guarantee (irrespective of any changes in law during the term of a warranty guarantee that otherwise reduces the statutory requirement for warranty guarantees) and Manufacturer's Installation recommendations
- During the agreed scheduled booking hours
- Protect all existing surfaces internally and externally to prevent damage as a result of the work
- Warrant that all workmanship is carried out with due care and skill and is in accordance with the requirements of the relevant Building Acts, current Australian Standards, Codes, Regulations and State SafeWork authority relevant statutory requirements
- In a proper, workmanlike, professional, honest, efficient, fair and transparent manner, and with due care, skill and diligence
- In a timely manner and with minimal delays
- Ensure that only conforming and complying products and materials are used
- Using the most appropriate and commercially competitive reinstatement options and materials that allows it to ensure consistency and meet its obligations under the service agreement and complying with ACG's reasonable and lawful requirements

Your Expectations of Us

In return for undertaking the above service you can expect from us:

- An organised and standardised engagement process via the Purchase Order and General Conditions
- A site specific safety system for every authorised repair outlining the risks, hazards and controls that are in place for that specific property
- A dedicated Building Supervisor who will provide clear communication regarding each task and be the single point of escalation
- Full-time IT support for the easy operation of the Tradies Web and Tradies Admin
- Escalation pathway from the Building Supervisor to the relevant State and National Construction Manager
- Clear communication regarding any possible defects and the opportunity to rectify them
- A dedicated national safety team
- Industry leading payment terms when repairs are completed via the Tradies Admin



Supplier Requirements



The Subcontractor must:



1. Co-operate

- Be truthful and frank in any and all dealings;
- Behave in a collaborative manner to benefit the Policyholder, Property Owner/their Representative or occupant(s) and ACG;
- Conduct themselves in a professional and safe manner at all times;
- Be respectful to the Policyholder, Property Owner/their Representative or occupant(s) privacy.
- Cooperate with other subcontractors on site and do not impede on anyone else's ability to perform work
- Follow all safety instructions from the Building Supervisor or other authorised person
- Action all outstanding items within specified timeframes
- Notify changes to their Company or trading business details within 5 business days of those changes taking effect, including but not limited to:
 - i. ABN change;
 - ii. Change in ownership;
 - iii. Change in contact details; or
 - iv. Change in trading name.

2. Administration

- Use the Ambrose Construct Group Tradies Web and Tradies Admin for:
 - i. Accepting Purchase Orders;
 - ii. Managing all job bookings;
 - iii. Purchase Order updates;
 - iv. Completing requested reports;
 - v. Adding images; and
 - vi. Invoicing

3. Licenses and Insurances

- Hold current and valid business and personnel licenses and insurances
- Produce licenses and insurances upon request

4. Dress

- Always dress appropriately/professionally with closed in shoes and neat/clean suitable work attire relevant to the repairs being completed and ensure they are WHS compliant

5. Site Conduct

Arrival/Communication:

- Never arrive to site under the influence of alcohol or illicit drugs or smelling of alcohol
- Park on the road as close to the site address as possible and if safe to do so, ensuring that neighbouring driveways, access paths and/or crossings are not obstructed/blocked
- Do not park on the driveway unless prior permission has been granted by the Policyholder, Property Owner or Property Owners Representative. (Note: This can be arranged when scheduling the appointment)
- Never park on the driveway if either your vehicle or equipment you use is likely to soil or damage the driveway

It is good practice to take a photograph of the driveway prior to parking your vehicle.

- Introduce yourself to the Policyholder, Property Owner, their representative or the occupants with:
 - > removing sunglasses when greeting them for the first time
 - > make eye contact with the Property Owner to build confidence and rapport with them
 - > Introduce yourself using your first and last name, the company you represent and state you are representing ACG on behalf of their insurer
- Always treat the Policyholder, Property Owner, their representative and/or any occupant of the property with respect

Scope of Works:

- Always review the scope of works via the Tradie Weblink prior to commencing work
- Advise the Policyholder, Property Owner/their Representative or the occupants:
 - > the type of work you are performing
 - > approximately how long it will take
 - > if you will be leaving site at any time during the repairs for any reason
- Do not conduct additional repairs unless given prior written approval by the Building Supervisor
- Request written approval from the Building Supervisor for authority to proceed with additional repairs
- Contact the Building Supervisor whilst with the Policyholder, Property Owner/their Representative or occupant(s) if assistance is required to clarify the scope of work
- Under no circumstances is an item on the scope to be removed or not completed without prior agreement with the Building Supervisor and this confirmed in writing
- ACG will reject a Taxation Invoice with variations to the scope of works if prior written approval has not been provided
- All materials used in the works shall be new and of suitable quality for their intended application except where otherwise stated that matching second-hand or recycled materials are approved for use.
 - > Materials are to be installed in strict accordance with the manufacturer recommendations and good building practice

- Any additional private work requested by the Insured, other than work prescribed within the Scope of Works, is to be agreed upon with the Building Supervisor prior to the commencement of any building work by the appointed Subcontractor
 - > Where additional private work is agreed upon, a separate contract shall be signed between the insured and the subcontractor for the additional work
 - > ACG will not be liable to pay any additional costs associated with, or as a result of private works requested by the Insured

Site Protection:

- Remove work boots before walking through the house if requested and it is safe to do so. If it is not safe to do so, wear clean reusable or disposable non-slip shoe/boot covers each time you enter the house and especially each day you attend for work
- Lay drop sheets from the entry of the building to work area prior to commencing any repairs
- Cover building and contents with appropriate protective materials to prevent additional damage or mess

Respectfully request the Policyholder, Property Owner/their Representative or occupants to move items that impede the work area if safe to do so. If not, contact the Building Supervisor to discuss.

If you decide to move the items yourself, inspect for any pre-existing damage, take photos prior to moving the item and never place the item in an insecure area or one that is exposed to the weather.

- Dust-proof screens and covers are to be used to minimise air borne contaminants
- Place a ladder protector on gutters prior to placing the ladder to prevent damage or scratching to the gutter
- Notify the Policyholder, Property Owner/their Representative or occupant(s) prior to making any loud noises, e.g. hammer drilling, grinding, etc. in case they have small children, pets or are susceptible to loud noises
- Notify the Policyholder, Property Owner/their Representative or occupant(s) of any chemicals to be used in the repair process, e.g. paints and adhesives and how long the odours are expected to last
- Ensure all equipment used on site to be test and tagged as per the AS/NZS 3760 regulations
- Ensure the security of the site is maintained at all times, with entry and exit points secured prior to departing site and any/all keys always returned to the site key safe/lock box and the key safe/lock box securely closed and the numbers jumbled so the access code is not left showing
- If the Policyholder, Property Owner/their Representative or occupant(s) have pets onsite, ensure they are secure and a plan is in place to prevent accidental egress
- Prior to commencing work record any existing damage to nearby areas or adjoining properties (if relevant to the works to be undertaken)



Prohibited activities:

- Under no circumstance is the consumption of alcohol or illegal drugs permitted on a ACG site
- Never take pet animals to site
- Do not harm or mistreat any other animals or pets onsite
- Never smoke or vape on site
- Never swear or use inappropriate language whilst on site or within any communications with the Policyholder, Property Owner/their Representative or occupant(s)
- Limit the playing of loud music to acceptable community standards and seek permission from the occupants prior to playing music onsite
- Any music that is played must be deemed appropriate. Offensive lyrics in music and other content will be assessed the same as if the subcontractor or their staff had said it themselves
- Never operate machinery and vehicles in an unsafe/inconsiderate manner
- Do not use any part of the property for storage without the Policyholder, Property Owner/their Representative or occupant's permission
- Do not leave the property unsecured or subject to damage from the elements
- Do not remove anything belonging to the Policyholder, Property Owner/their Representative or occupant(s) during the course of the works unless included in the Purchase Order
- Do not open doors to cupboards or to rooms or enter areas that are not included in the Purchase Order without the express permission of the Policyholder, Property Owner/their Representative or occupant

- Do not damage any of the insured's property during the course of the works as a result of careless or negligent behaviour
- Do not use existing amenities/facilities such as toilets, bathrooms and/or kitchens without first obtaining express permission from the Policyholder, Property Owner/their Representative or occupant(s) to do so and always leave these areas in a clean and tidy manner

6. Subcontracting Work

Must not subcontract a Purchase Order to another business or subcontractor as per the General Conditions

7. Escalations

If at any time works cannot be completed as per the Purchase Order, or anything occurs onsite regarding a safety, legal or reputational matter, immediately contact the relevant Building Supervisor or the ACG office on 1300 262 767

8. Site Observations

The use of CCTV cameras to monitor internal and external activities in a domestic environment is becoming increasingly common, so it is always important to be mindful of this and act in a professional manner while onsite.

If a Policyholder, Property Owner, their representative or an occupant actively operate CCTV onsite, a subcontractor cannot ask for these to be disabled unless their operation impacts on the safety of those onsite.

Subcontractors general performance and conduct in all dealings with the Policyholder, Property Owner/their Representative or occupant(s) is reviewed for:

- Behaviour
- Cleanliness
- Communication
- Quality of workmanship

Regular surveys are conducted by insurers asking the Policyholder, Property Owner/their Representative or occupant(s) for their feedback regarding ACG as the builder and the subcontract trades onsite. Negative feedback can result in the reduction of work allocation and/or performance management by the insurance company.



If a Policyholder, Property Owner, their representative or an occupant of the property makes an allegation of inappropriate, unsafe or criminal behaviour, ACG will investigate the allegation and in all circumstances report the matter to the relevant authority for investigation.



Working With *Us*

New Suppliers

Tradies Admin (administration use)
Tradies Web (trades onsite use)

1 Starting with ACG

- Application is lodged with ACG via the Tradies Admin Supplier sign-up, and you receive a welcome email.
- Log in to Tradies Admin to update copies of licenses and insurances. The Tradies Web provides access to create and manage new Staff members.
- ACG Procurement manager will touch base with you in due course to provide support navigating the Ambrose systems if required.

2 Adding staff to Tradies Web

To create login details

- You are required to add any workers that will be attending ACG worksites so they can log in to the Tradies Web and stay compliant with the site-specific safety regulations. Additionally, staff profiles must be maintained, updated, and compliant to attend an ACG job site, ensuring all personnel adhere to the necessary safety standards and protocols.
- Log in to the Tradies Web as the head subcontractor. Click on 'MANAGE STAFF' under the main navigation, then select 'ADD NEW STAFF MEMBER'. Register the employee details, including their white card number, white card, and residential or another office address. Engaging the closest supplier to an ACG job will give your business a greater footprint and reduce travel costs. Please note that you must enter a unique mobile number, as it is used to generate lost password messages and allows the user to access their account without an email address. Additionally, ensure you provide their complete address.

3 Receiving Purchase Order (PO)s

- An ACG supervisor will be in contact to check your availability to attend and complete a job
- Once agreed you will receive the PO (Purchase Order) Acceptance email.
- This PO can be accepted by clicking on a link within the email to ACCEPT the PO via 'Tradies Admin'.
- The booking information will also be available within 'Tradies' under the booking / appointment. All staff members can utilize the Tradies Web to see the scopes of works required.

4 Trades attending site

Log in to the Tradies Web

- Tradies Web – Every page has a play button icon, clicking on this and it will bring up a video to explain the page and functions in an overview.
- Once onsite, click on the booking that you are attending, and sign into the site-specific safety to access the booking and scope details.
- You can sign in any personnel attending site using the 'Team' or 'Visitors' tab on the site specific safety system in the Tradies Web on the related Jobs booking.
- Open the booking and you can see PO instructions, assign different staff members, see the repairs schedule, the scope for your company and also the scope for a job as a whole.

5 Completing work in the Tradies Web

- Once work is completed you are required to supply completion images or complete required report/s depending on the works as outlined in the Booking accessed via the Tradies Web. Once complete; press 'SUBMIT TO AMBROSE' and then press; 'COMPLETE BOOKING'.

6 Invoicing in Tradies Admin

- Once the PO's related bookings are completed in the Tradies Web the PO is marked as ready to be invoiced in Tradies Admin under 'Purchase Orders > Ready to Invoice'.
- If the PO is non-compliant (Bookings not completed and safety signed), then the PO will be found under 'Purchase Order > Non-compliant PO's'
- Click the PO you would like to invoice, click submit invoice which will bring up another page for invoice entry.
- Enter your own invoice number as a reference, invoice date and upload your invoice file including any additional supporting files.
- Confirm that the invoice matches the PO value, else the breakdown must be entered according to the invoice details, and a reason must be entered for review by the Supervisor.
- Once all the information has been confirmed, click on Submit that will send the invoice to ACG.
- Returning to the 'Invoices' tab from the home page in Tradies Admin will display the recently uploaded invoice in the relevant section depending on the payment terms and requirements of the invoice.

7 Completing work after hours?

- You can access 'After Hours' reports once you have been added to the claim via the 'After Hours' supervisor. Click the menu button top RHS of the Tradies Web page, click 'After Hours Make Safe', then click on the claim number/address you have been added to in the list.
- Once selected, click 'Add Report' to choose a report to complete. Important to remember only the person who created the report can complete the report. (the supervisor will send the PO the next working day).

8 Passwords

Can not remember your log in details?

- Access Tradies Admin home screen, then click on 'Forgot password'. Enter your Business/Company email address and click 'Continue'.
- Access the Tradies Web home screen, then click on 'Forgot Password'. Enter your mobile number and click 'Send password'. This action will send a text with your account password to your email.
- Contact IT Helpdesk Support on 07 5373 3500 who can assist you with accessing your account.

Tradies Admin

<https://tradiesadmin.ambroseconstruct.com.au>

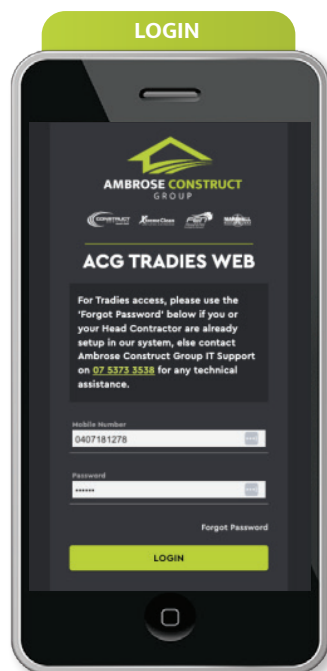
Tradies Web

<https://tradies.ambroseconstruct.com.au>

Tradies Web (tradies to use onsite)

1 Accessing the Tradies Web

- An Ambrose supervisor will be in contact to check your availability to attend and complete a job, once agreed you will receive the PO (Purchase Order) Acceptance email.
- This PO can be accepted by clicking on a link within the email to ACCEPT the PO via 'Tradies Admin'. The booking information will also be available within 'Tradies' under the booking/ appointment. All staff members can utilize 'Tradies' to see the scopes of works required.
- Each employee added to the company supplier profile will individually receive a mobile text message with their 'Tradies' link details for access.
- All employees accessing any Ambrose work sites will need to be registered with a 'Tradies' account and sign-on per job.



Tradies Web <https://tradies.ambroseconstruct.com.au>
USERNAME (employees mobile number)
PASSWORD (found in text message sent to employee)

2 A guide to the Tradies Web

All employees attending an Ambrose job will need to be added to the company supplier profile prior so they can be issued access to TRADIES. This individual access to TRADIES will allow all employees the ability to:

- Review and sign on to the Jobs Site Specific Safety System (*required)
- Understand the required scopes of works
- Upload all relevant pictures and reporting requirements
- Complete and relevant and required Reports
- Sign-off on the works once completed, allowing the final stage of invoicing requirements.
- Every page has a play button icon at the top (left hand side) of the page. Click on this to show a video to explain navigating each page.
- The below welcome video has all instructions surrounding use of the Tradies Web:

Welcome Video - Press Play



3 Tradies Web password

- If you cannot remember your individual log in details, you can get the log in details from several places.
- Via the TRADIES home screen > enter your mobile number and click 'forgot password' this will send a text with your password.
- If all else fails, you can contact the Ambrose supervisor who can re-send you the details.

4 Completing work in the Tradies Web

Step 1

Once onsite, all employee's will need to log-in to 'Tradies' using the following link.

Tradies Web <https://tradies.ambroseconstruct.com.au>

Step 2

After the safety site specific has been completed. Each employee onsite can now open the booking and see any PO instructions required for the works, assign different staff members, see the repairs schedule, the scope for your company and also the scope for a job as a whole.

Step 3

Following the work that has been completed you are required to supply relevant images/photos or complete a report depending on the works. Once complete; press 'submit to Ambrose' and then press; 'complete the booking'.

AFTER HOURS WORKS

You can access afterhours reports when you have been added to the claim via the afterhours supervisor. Click the menu button top right hand side of page, click 'after hours make safe' the claim number/address you have been added to will show up, you can click on this and then click 'add report' to choose a report to complete. Important to remember only the person who created the report can complete the report. (the supervisor will send the PO the following working day).

5 Invoicing in Tradies Admin

Once the booking is completed in the 'Tradies Web', the PO is marked as ready to be invoiced in 'Tradies Admin'.

- Refer to supplier profile PDF for invoicing instructions.

If you require further assistance or have any questions surrounding the use of the Tradies Web.
Please notify the supervisor who has issued you the current Purchase Order.

Tradies Web

How do I use the Tradies Web?

You should have received a welcome message and credentials for your Tradies Web account.

Visit <https://tradies.ambroseconstruct.com.au>

Please refer to the help videos within each screen of the Tradies Web. These are accessed via the play button icon next to 'TRADIES' in the top left-hand side of the screen.

How do I upload my invoice to Tradies Admin?

Simply access the 'Purchase Orders' tab in Tradies Admin and select the PO you wish to invoice.

*If the PO has outstanding actions you will not yet be able to submit

You can check by clicking on the following sections to be shown the outstanding tasks;

- Bookings
- Scope of Works
- Safety Sign Ons

Click on 'Submit Invoice' then enter your invoice number, invoice date, and upload your invoice file/s.

Ensure that the invoice matches the PO values, else uncheck and modify.

> Click on Submit

This invoice can then be found in the 'invoices' section of Tradies Admin.



I can't find the Purchase Order I want to invoice?

Ensure you are looking in the correct tab as your PO may not be ready to submit an invoice against (likely it has not met all of the requirements)

When is my invoice being paid?

You can check when your invoice is to be paid once it has been approved and is in the 'Approved Ready for Payment' tab, looking at the 'Payment Run Date' column.

How do I upload supplier documents after I have registered as a Supplier in Tradies Admin?

You can access your current details and uploaded documents / licenses by clicking on your profile icon and email at the top right of Tradies Admin.

Clicking on the 'Licenses' link will display a list of your existing licenses and allow you to upload 'New' licenses.

Booking Procedure

The Subcontractor must:

1. Purchase Order

Read and understand all Purchase Order instructions including scope of works and allocated costs (if applicable).

2. Contact Supervisor

Contact the Building Supervisor to clarify any instructions, scope of works, or costs provided prior to accepting a Purchase Order.

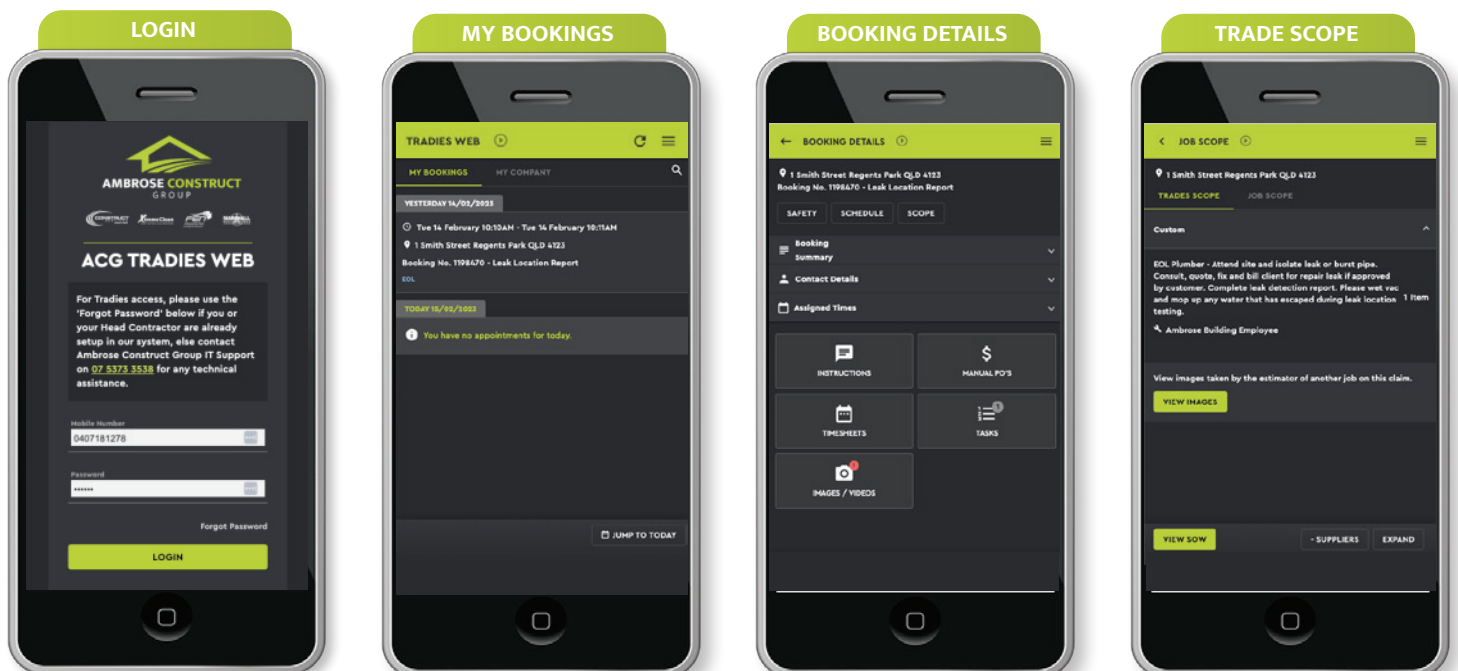
3. Accept or Reject

ACCEPT THE PURCHASE ORDER WITHIN 24HRS via Tradies Admin by checking the required boxes and selecting “Accept”

REJECT THE PURCHASE ORDER WITH 12HRS via Tradies (Web or Admin) by selecting “Decline”

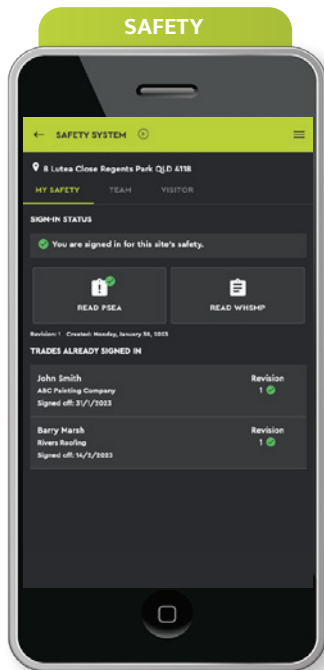
4. Review the Repair

Review the Repair Schedule on the Booking in the Tradies Web or PDF provided by the Building Supervisor to confirm the required attendance date and time to complete the accepted works.



5. Review Safety System

Review and accept the Site Specific Safety System for the booking.



6. Contact Policyholder

Prior to arrival onsite contact the Policyholder, Property Owner/their Representative or occupant(s) to confirm attendance time and access instructions (unless advised by the Building Supervisor otherwise, i.e. the property is vacant and a lock box is onsite) including when attending site for the purposes of measuring and ordering materials.

Contact ACG if an unsuccessful attempt was made to contact the Policyholder, Property Owner/their Representative or occupant(s) prior to attending to commence works

If multiple contact attempts have been made and were unsuccessful, document these in an email to the Building Supervisor

7. Running Late?

Contact the Policyholder, Property Owner/their Representative or occupant(s) if running more than 10 minutes late for a scheduled booking:

- as soon as you are reasonably aware, or
- no less than 30 minutes prior to the scheduled arrival time

8. Running Early?

Contact the Policyholder, Property Owner/their Representative or occupant(s) if running more than 15 minutes early for a scheduled appointment:

- as soon as you are reasonably aware, and permission is obtained from the Policyholder, Property Owner/their Representative or occupant(s) to allow you to attend earlier

Ambrose Construct Group will:

- **cancel Purchase Orders and issue them to another Subcontractor if a rescheduled booking date does not suit the repair program.**
- **notify the Subcontractor immediately if a Purchase Order is to be cancelled and reissued.**

Work Health Safety (WHS) & Environmental

Ambrose Construct Group is committed to taking every reasonably practicable step to ensure the health, safety and wellbeing of those workers that work within our business, which includes contractors and suppliers. In providing a safe and healthy workplace, it provides an environment in which we can all effectively contribute to achieving positive outcomes.

All workers have a legal responsibility to act in a safe manner and to report risks and accidents as they occur.

Section 7 of the Model Work Health and Safety Act 2011.

A worker is defined as a person who carries out work in any capacity for Ambrose Construct Group. This includes, but is not limited to an employee, contractor or sub-contractor, an employee of a contractor or sub-contractor, an employee of a labour hire company, an apprentice or trainee, a student gaining work experience, an outworker or a volunteer.

Work Health and Safety Principles

Notwithstanding the legislated duties and responsibilities conferred on ACG and its workers under the various state-based Work/Occupational Health and Safety Acts (the WHS Act), ACG's commitment to WHS is encapsulated within the following principles:

- ensuring the workforce has the knowledge and skills to comply with their individual responsibilities, duties and/or powers under the WHS Act
- both ACG and its workers share the responsibility for, and proactively identify, hazards and mitigate risk
- seamless adoption of WHS into business-as-usual decision-making and operational activities.

What you can expect of us

When working with us under a contract, agreement or other documented work arrangement, we will demonstrate our commitment to WHS by:

- reducing the number and severity of WHS risks
- improving the prevention of workplace injury, illness and disease
- reducing the impact of workplace injury, illness and disease
- ensuring Workers are trained, supported and motivated to identify and manage hazards and risks effectively
- improving and embedding the capability to identify, eliminate and manage hazards and risks in the design and planning stages of procurement and organisational output.



What we expect of you

If you are working with us under a contract, agreement or other documented work arrangement, we expect that you:

1. identify a representative of your company that will receive our site specific WHS Management Plan, associated safe work method statements, and all relevant safety communications and training, such as toolbox talks. By accepting an ACG Purchase Order, you will ensure that all your workers that work on the ACG jobsite will receive and follow our site specific WHS Management Plan, as well as all relevant safety communications and training, including all issued toolbox talks.
2. comply with your obligations under Australian work health and safety legislation and the contract specific WHS requirements
3. consult with us in relation to work health and safety duties and obligations to determine how shared responsibilities will be managed
4. provide information on how health and safety risks have been eliminated or mitigated in work being undertaken for us
5. comply with the contract specific WHS requirements for qualifications, licences and registration, including ensuring every worker has available a General Construction Induction licence, as well as the skills, licences and certifications to perform the jobs requested
6. comply with the Safety Management Plan that we have implemented to protect workers' health and safety, including the SWMSs
7. report all incidents, hazards and near misses that have/ could have affected the health and safety of all persons to the Building Supervisor
8. ensure that all workers carrying out work are competent in the selection and use of Personal Protective Equipment suitable for the task
9. provide sufficient information to allow us to monitor contract specific WHS performance.

Additionally, if supplying goods to us, we ask that you

- supply products that are designed and manufactured to minimise the risk of injury to the end user
- install or construct plant or structures so that they will be safe
- provide sufficient information on the safe use, storage and disposal of the product so that risks can be eliminated or mitigated.



National Safety Team

ACG has a fulltime and dedicated National Safety Team that reports directly to the CEO. At any time you may come into contact with a ACG State Safety Advisor onsite or the ACG National Safety Manager should an incident occur. Our Safety Team are here to ensure the safety of everyone on an ACG site. We encourage you to seek out and engage with the safety team as required.

Zeroharm

ACG's safety vision is to deliver a ZEROHARM environment through a culture that ensures we work safe and go home safe.

ZEROHARM
AT AMBROSE CONSTRUCT

ZEROHARM at ACG has a fundamental focus on;

- A strong safety culture through engagement to ensure all workers feel empowered to always choose safety first, achieved through consultation from the frontline in decision making to support a safety culture.
- Having a proactive safety leadership team that drives a positive safety culture and supports all workers.
- An innovative safety system that simplifies and continues to improve safety reporting and compliance to support all workers.
- Effective control measures to all potential safety hazards and risks.

Crystalline Silica Substances

Guide

If you are working on an Ambrose Construct Group job involving Crystalline Silica Substances (CSS) i.e. concrete, brick, tiles etc, it is crucial that all safety requirements are strictly followed in accordance with national and state regulations. Crystalline Silica exposure can pose serious health risks, making compliance with these standards non-negotiable.

Please ensure that all your workers are fully informed and equipped with the necessary control measures as per WHS legislative requirements.

Key regulatory references include:

WHS Regulation 529A	Definitions
WHS Regulation 529B	When processing of crystalline silica substances (CSS) is controlled
WHS Regulation 529C	Duty for processing of CSS to be controlled
WHS Regulation 529CA	Identifying processing of a CSS that is high risk
WHS Regulation 529CB	Silica risk control plan for processing of CSS that is high risk
WHS Regulation 529CC	Compliance with silica risk control plan
WHS Regulation 529CD	Duty to train workers about risks related to crystalline silica
WHS Regulation 529CE	Monitoring in relation to processing of CSS that is high risk
WHS Regulation 529D	Work involving engineered stone benchtops, panels, or slabs-prohibition
WHS Regulation 529E	Exception for particular supply and installation of engineered stone benchtops, panels, or slabs
WHS Regulation 529F	Exception for particular processing of engineered stone

In addition to following the above WHS legislative requirements. If working with legacy engineered stone, you must notify the state regulator as per the following WHS legislative obligations:

WHS Regulation 529G	Notification of particular processing of engineered stone
WHS Regulation 529H	Notification of change in information given under Part 8A.3
WHS Regulation 529I	Notification that work continues 12 months after the last notice given under Part 8A.3
WHS Regulation 529J	Duty to keep notice given under Part 8A.3

For detailed guidelines and requirements, please refer to the following links:

<https://www.safeworkaustralia.gov.au/doc/model-whs-regulations>

https://www.safeworkaustralia.gov.au/sites/default/files/2024-08/consolidated_model_whs_regulations_-_1_september_2024.pdf

At Ambrose Construct Group, our steadfast commitment to safety is fundamental in maintaining a zero-harm work environment across all our projects.

Job Completion & Sign Off

THE SUBCONTRACTOR AGREES:

- ✓ To install products and materials in accordance with the Australian Standards, State, Territory building regulations and or manufacturers guidelines.
- ✓ To remove building debris and clean the work area including but not limited to - wiping down any surfaces and vacuuming or sweeping where needed at the completion of repairs and after each workday if the area is to be used by the Policyholder, Property Owner/their Representative or occupant(s) prior to the next attendance.
- ✓ All work areas will be returned to pre-existing condition and left safe, clean and tidy.
- ✓ To provide before, during and completion images demonstrating completed repairs. These are to be uploaded into the Tradies Web with associated descriptions.
- ✓ To show and discuss completed repairs with the Policyholder, Property Owner/their Representative or occupant(s) to ensure satisfaction.
- ✓ To explain manufacturers product warranty conditions and leave any documentation with the Policyholder, Property Owner or Property Owners Representative and a copy provided to ACG at the time of invoicing.
- ✓ Explain how a manufacturer warranty claim for a product failure can be made should it occur within the warranty period.
- ✓ To resolve any issues immediately or notify the Policyholder, Property Owner/their Representative or occupant(s) when the issue will be resolved.

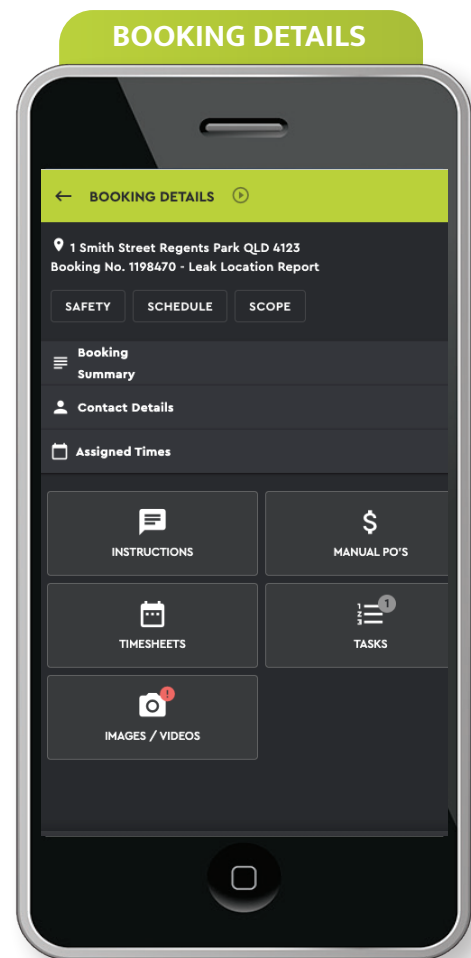
ACG will:

- Instruct the Subcontractor to rectify any work that does not meet applicable standards or is not completed in a workmanship like manner;
- Contact the Policyholder, Property Owner/their Representative or occupant(s) within 24 hours of the final work being completed to receive verbal or written Satisfactory Sign-Off of the repairs.

Invoicing Requirements

The Subcontractor agrees to:

1. Enter all associated job costs via Tradies Admin within 24 hours of completion of the Purchase Order.
2. Repair images, Warranty Certificates, relevant completed forms and any other supporting documents outlined in the Purchase Order must accompany and be uploaded to the related Booking/s in the Tradies Web unless notified of an alternative requirement by ACG.
3. Submit before, during and completion images of the completed repairs with the Taxation Invoice if they have not previously been uploaded to the related Booking/s in the Tradies Web.
4. Separate charges into labour, materials and hire showing:
 - > Actual number of hours worked (if applicable)
 - > Agreed or scheduled labour as per Trade Service Agreement schedule labour rate
 - > Total labour charge
 - > Materials cost including the agreed mark-up
 - > Total material charge
 - > Hire cost including the agreed mark-up, and
 - > Total hire charge
- Submit Taxation Invoice showing a lump sum amounts for labour, material and hire costs only if an approved quotation has been approved by ACG prior to issuing the Purchase Order.
- Submit Taxation Invoice equal to or less than costs allocated on the issued Purchase Order.



ACG will not:

- Consider the works complete unless each of these relevant items are provided.

Make Safe



Business Hours

Subcontractors that have elected to be available for make safe's during business hours must:

1. Accept the make safe request from ACG within 15 mins of receiving a Purchase Order confirming availability.
2. Arrive on site within 2 hours of accepting the make safe request unless otherwise agreed with the Make Safe Supervisor.
3. Complete the make safe only if safe to do so.
4. Not conduct permanent repairs unless otherwise agreed with the Make Safe Supervisor.
5. Make the site safe to prevent any further damage to the building, property or injury to any person or animal.
6. Not conduct unauthorised repairs as it may result in that portion of the Taxation Invoice being unpaid.
7. Provide a minimum of five images and a Make Safe Report outlining the condition of the site prior to works, what was done and the make safe works upon completion. The Make Safe Report must be provided with the Taxation Invoice. Delay in payment may occur if no or inadequate images are provided as the make safe cannot be considered complete without these images.
8. Enter job related charges via Tradies Admin which includes:
 - > Actual number of hours worked
 - > Agreed or scheduled labour as per Trade Service Agreement schedule labour rate
 - > Total labour charge
 - > Materials cost including the agreed mark-up
 - > Hire cost including the agreed mark-up
 - > Enter all costs into Tradie Platform within 24 hours of completing the make safe

Make Safe

After Hours

Subcontractors that have elected to be available for make safe's after-hours requests, must:

1. Be available 24 hours a day, 7 days per week, 365 days per year (or during the period agreed) to respond to a make safe request.
2. After hours are deemed to be:
 - > Monday to Friday before 7.00am and after 5.00pm
 - > Saturday, Sunday and Public Holidays
3. Accept the make safe request from ACG within 15 minutes of receiving a telephone call, SMS or email.
4. Complete the make safe only if safe to do so.
5. Not conduct permanent repairs unless otherwise agreed with the Make Safe Supervisor.
6. Make the site safe to prevent any further damage to the building, property or injury to any person or animal.
7. Not conduct unauthorised repairs as it may result in that portion of the Taxation Invoice being unpaid.
8. Provide a minimum of five images and a Make Safe Report outlining the condition of the site prior to works, what was done and the make safe works upon completion. The Make Safe Report must be provided with the Taxation Invoice. Delay in payment may occur if no or inadequate images are provided with the Taxation Invoice as the make safe cannot be considered complete without these images.
9. Enter job related charges via Tradie Platform which includes:
 - > Actual number of hours worked
 - > Agreed or scheduled labour as per Trade Service Agreement schedule labour rate
 - > Total labour charge
 - > Materials cost including the agreed mark-up
 - > Hire cost including the agreed mark-up, and
 - > Enter all costs into Tradie Platform within 24 hours of completing the make safe



Defective Works Process

Whenever defective works are identified it is always ACG's preference to have the original trade return and be given the opportunity to inspect, comment and rectify the defect. Due to some contractual requirements with our insurance clients this may not always be possible. Please see the General Conditions for further information on this.

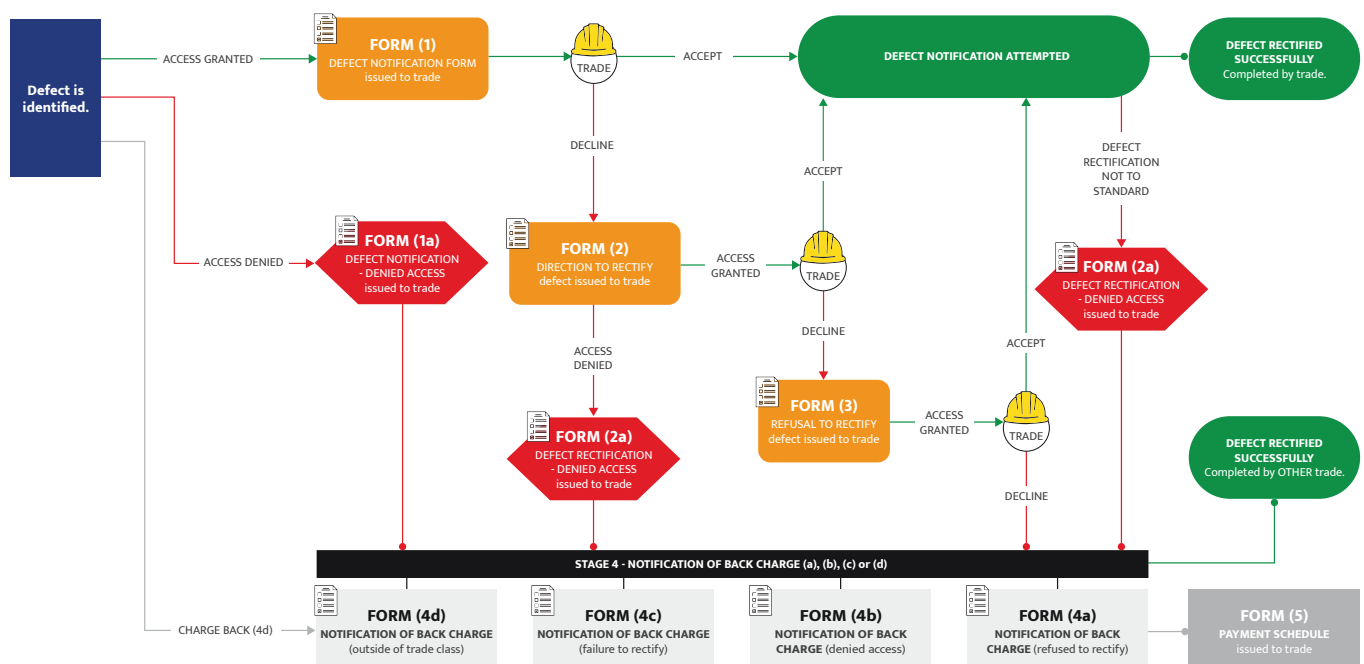
Defective Works Notification Process

Due to our Supervisor led model, we always strive to pick up defects as soon as possible throughout the repair, so they can be rectified, without it being made into a big issue or causing inconvenience and concern for the customer, subcontractor or

insurer. This is true right up until the final quality walkthrough with the customer, with defective works quickly identified, investigated, and resolved.

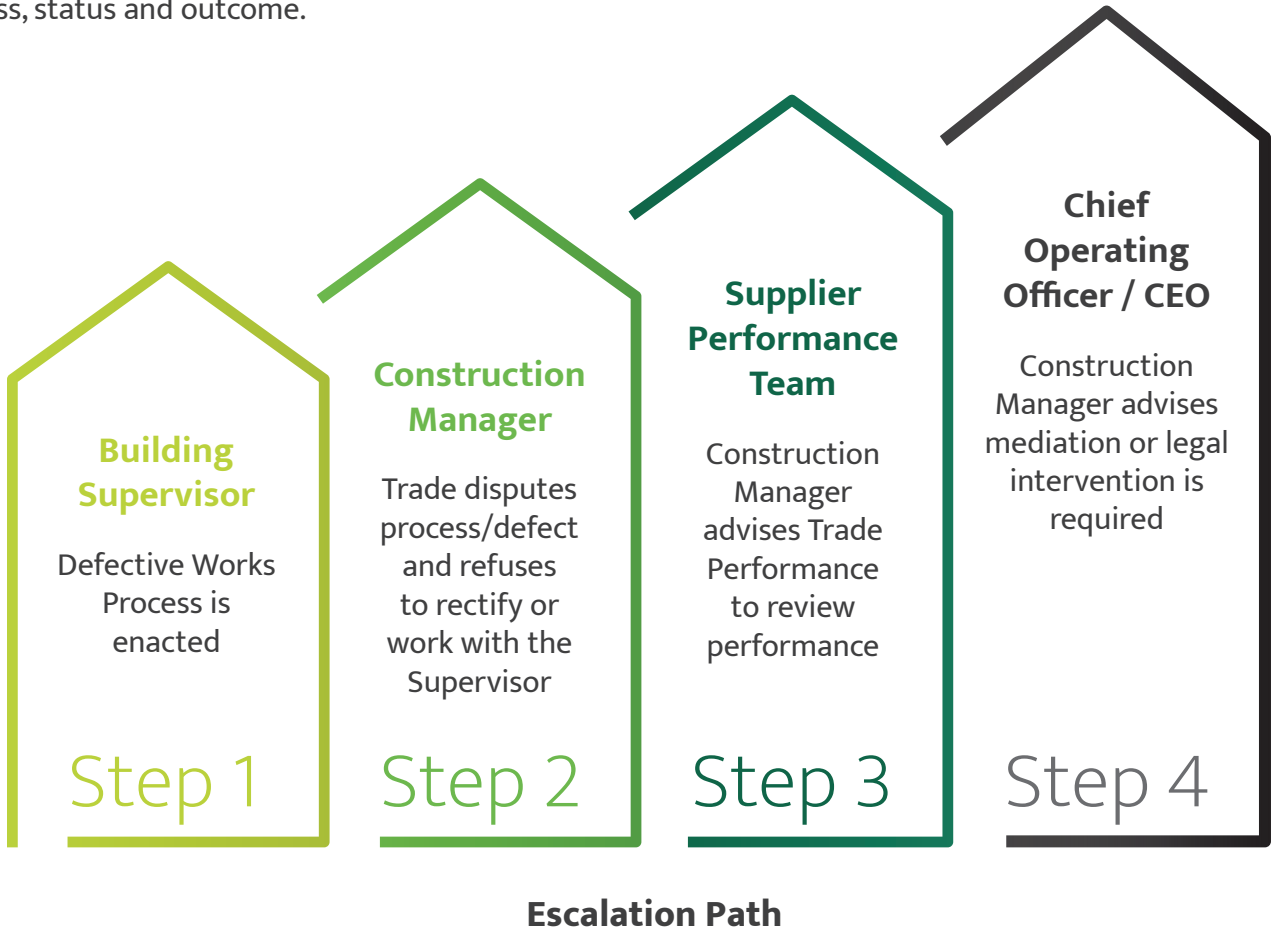
The ACG Defective Works Notification Process comprises of multiple steps and is outlined below. Each step is designed to communicate the defect and bring it to resolution as quickly as possible.

ACG has contractual agreements with insurers that state confirmed defects must be identified and rectified within 28 days, and if the works cannot be completed in the 28 days a detailed repair schedule must be provided.



Disputes

When disputes do occur, we have the following escalation pathway, starting at the Building Supervisor and escalation to executive depending on the trigger, nature of the dispute and the possible consequences for ourselves, the customer and the insurer. At all stages of the escalation the insurer and customer are kept informed on the process, status and outcome.



For further information on the dispute resolution process please refer to the General Conditions.

Dealing with *Vulnerable* Customers

In compliance with Part 9 of the General Insurance Code of Practice, ACG must take extra care with customers who experience vulnerability.

Customers who experience vulnerability can give rise to unique needs requiring special attention in the way the works are carried out.

A customer may be vulnerable due to a range of factors including:

- age;
- disability;
- mental health conditions;
- physical health conditions;
- family violence;
- language barriers;
- literacy barriers;
- cultural background;
- Aboriginal or Torres Strait Islander status;
- remote location; or
- financial distress.

If a customer has been identified as vulnerable, they must be engaged with sensitivity, dignity, respect, and compassion. This may include arranging additional support, for example referring them to specialist support services, or to an interpreter.

Under the Subcontract, you must notify us as soon as reasonably practicable if you have identified the customer as potentially being vulnerable.

We may direct you to undertake the works in a particular way to accommodate the customer's special needs.



Complaint Management

In compliance with the General Insurance Code of Practice and ASIC Regulatory Guide (RG271) regarding complaints handling and dispute resolution standards and requirements, ACG seeks to deliver improved outcomes for customers and subcontractors ensuring that complaints are resolved in a fair, timely and effective manner.

We understand that failing to meet the RG 271 obligations may be considered a breach of the Australian Financial Services Licence condition to comply with all applicable financial service laws and regulations, negatively impacting our insurance clients. Therefore, our reporting processes are aligned to each insurer and their requirements, with our internal processes and escalations managed in a standardised manner by our enterprise resource planning (ERP) system delivering respectful and transparent practices that support the early resolution of complaints.

When a customer expresses dissatisfaction to or about ACG, our trades or the insurer, and has an expectation of action to resolve the matter, we record this in our complaints handling system, accurately recording the complaint and what expectation the customer has.

There is an onus on the staff member receiving the complaint to accurately record the customer's concerns and their expected outcome and if possible, take steps to de-escalate the situation and resolve the concern.

Regardless of the outcome, the complaint is lodged, investigated, and reported to the insurer on their preferred platform/method of communication. For urgent matters/escalations all complaints are also called through to the nominated escalation point.

CUSTOMER COMPLAINT

The Subcontractor agrees to:

1. Advise their Building Supervisor of any complaints received from a Policyholder, Property Owner/ their Representative or occupant(s) immediately.

ACG will:

1. Investigate the complaint and action in line with our legislative and contractual requirements
2. All complaints must be recorded and reported within 2 hours
3. Depending on the severity of the complaint, ACG may:
 - > request the subcontractor attend site with the Building Supervisor and customer to resolve the complaint
 - > remove the subcontractor from site to reduce any further complaints
 - > appoint another subcontractor to undertake the works
 - > action parts of the General Conditions to resolve the complaint

SUPPLIER COMPLAINT

If the Subcontractor wishes to make a complaint regarding the performance or otherwise of another trade, they are to:

- Discuss the matter with their Building Supervisor immediately.

ACG may:

- Raise this complaint directly with the trade and in doing so identify the source of the complaint.
- Resolve the matter within 24 hours.

AMBROSE CONSTRUCT GROUP

If the Subcontractor wishes to make a complaint regarding the performance or otherwise of their Building Supervisor or other ACG staff member, they are to:

- Contact the relevant State Construction Manager and discuss the matter directly with them providing relevant documentary or direct evidence to support the complaint

Auditing & Performance Monitoring

The Subcontractor acknowledges:

- ACG will conduct quality audits to ensure the best possible service is provided to the Policyholder, Property Owner their Representative or occupant(s).
- Failure to consistently meet ACG's Service Standards may result in you being removed from or receiving a reduced work allocation.
- The Policyholder, Property Owner/their Representative or occupant(s) or Property Owner or Property Owners Representative may be engaged for private work that may arise from the repairs completed at the site as part of insurance work, however negative feedback from the Policyholder, Property Owner/their Representative or occupant(s) or Property Owner or Property Owners Representative may affect your performance score.

Quality and performance will be monitored and measured on every Purchase Order via the **Rate My Trade** audit tool across the following metrics;

Rate My Trade Audit Tool

Smith Painting Co 100% 🟢 (168 jobs) ⓘ

[Detail View](#)

Criteria	Rating	Comments
Customer Service	<input type="radio"/> Satisfactory <input type="radio"/> Unsatisfactory	Enter comment
Safety	<input type="radio"/> Satisfactory <input type="radio"/> Unsatisfactory	Enter comment
Quality	<input type="radio"/> Satisfactory <input type="radio"/> Unsatisfactory	Enter comment
Cost	<input type="radio"/> Satisfactory <input type="radio"/> Unsatisfactory	Enter comment
Timeliness	<input type="radio"/> Satisfactory <input type="radio"/> Unsatisfactory	Enter comment
Communication	<input type="radio"/> Satisfactory <input type="radio"/> Unsatisfactory	Enter comment



Increase Work Opportunities

We know that for every trade, lost time and unorganised repairs can cost you money.

As we are continuously looking at ways to efficiently innovate and adopt new processes to make it easy for you to work with us.

We have a mapping integration function to make it easier to distribute purchase orders to you based on the location of your staff and your available capacity.

Our goal:

- Increase your exposure to work opportunities each day
- Increase attendances you can undertake, thereby maximising profits
- Reducing travel and lost time when delayed by traffic
- Save costs, including staff time, and wear and tear on your vehicles

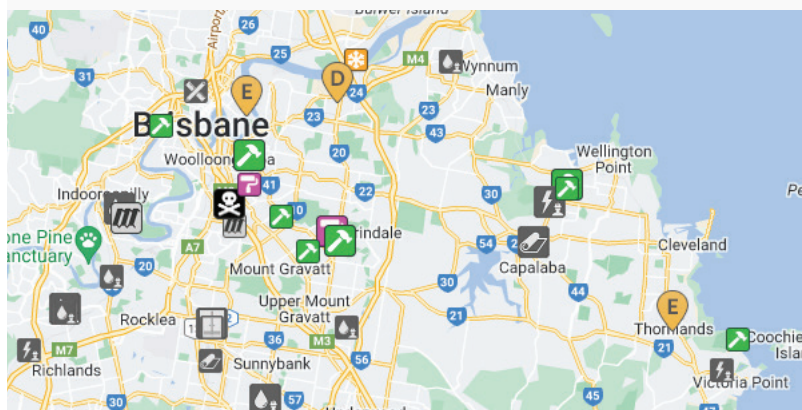
How it works:

The icons on the map below represent contractor type and staff locations (Various icons)



A job for repair location (Yellow Pin)

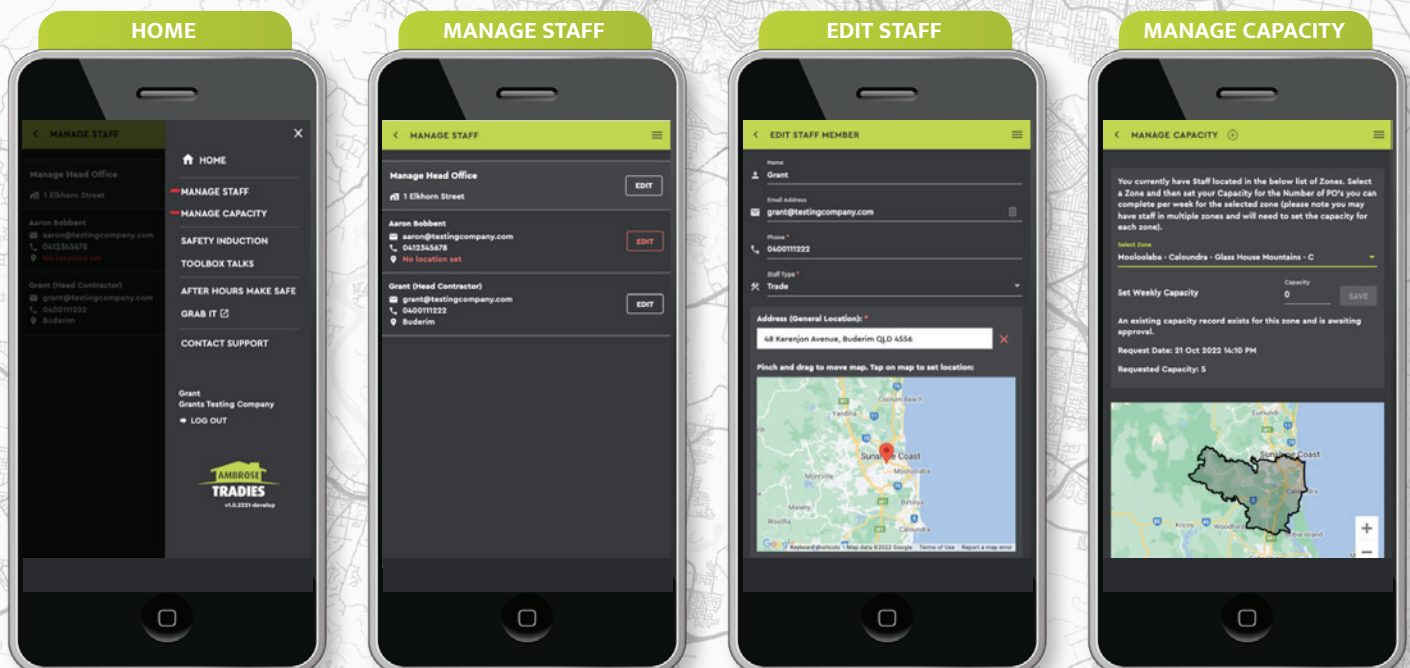
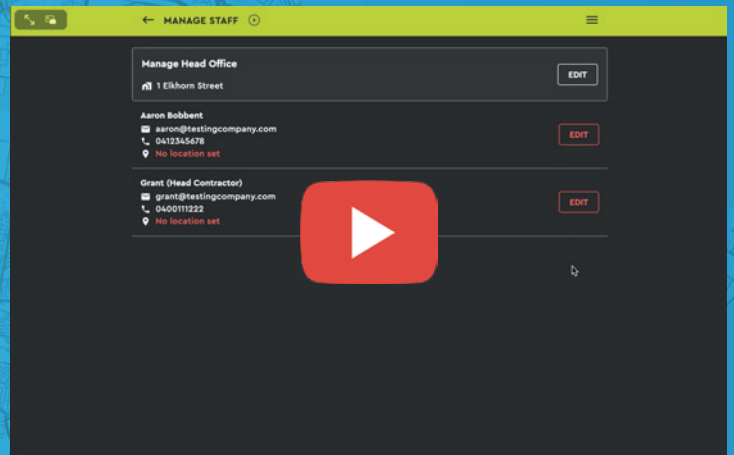
By incorporating the location of your staff and capacity, this will increase the ability to capture jobs closest to your head office and staff's general locations to attend.



What do you need to do?

To increase your company's exposure for utilising our Tradies Web platform. Please log onto your Tradies, edit your staff locations, and set your capacity per zone that you operate in.

Below is an explainer video for all information and instructions to add your staff locations and capacity. I have also attached "step" screenshots to assist.



ACG *Data* Handling:

Ownership, Access, and Retention Protocols

Information Asset Controls

Required Capabilities and Controls

The Supplier must establish and maintain Information Security Controls proportional to the threats to their IT Systems and the extent of access, storage, and processing of ACG Information.

- If requested by ACG, promptly complete a written information security questionnaire.
- Respond to ACG inquiries regarding the Supplier's IT Systems and business practices related to the Services and Deliverables.



Information Security Incidents

For any Information Security Incident affecting ACG Information Assets that:

- May breach Privacy Laws;
- Materially affects ACG or its products and Services; or
- Has been notified to other regulators,

• The Supplier must:

1. Notify ACG within 24 hours by email to cyber@ambroseconstruct.com.au
2. Provide written assurance from a senior representative confirming appropriate response and mitigation.
3. Collaborate with ACG to agree on roles and responsibilities.
4. Provide all necessary information and assistance to ACG.

(b) Notify ACG of any material weakness in Information Security Controls within five business days by email to cybersecurity@ambroseconstruct.com.au and keep ACG updated on remediation efforts.

ACG Data Controls

Ownership, Access, and Return

- ACG owns all rights to ACG Data. The Supplier must not assert any rights to ACG Data.
- Access ACG Data only through a secure portal provided by ACG, if requested.

Retention and Destruction

Return or securely destroy ACG Data if:

- It is no longer required for the Services.
- Required by ACG's data retention policies.
- Requested by ACG.
- The Agreement terminates or expires.



Public Cloud Controls

The Supplier must not use public cloud infrastructure for ACG Data without notifying ACG and ensuring the provider has appropriate certifications or third-party assurances.

Access Controls

The Supplier must: (a) Ensure access to ACG Data is on a least-privilege basis.

- (b) Promptly remove access for Personnel no longer requiring it.
- (c) Regularly review user accounts and system privileges.
- (d) Ensure production ACG Data is not used in non-production environments.
- (e) Use strong passwords and manage them securely.
- (f) Password-protect and time-out end user devices.
- (g) Use two-factor authentication for remote access.

Personnel Security

The Supplier must ensure Personnel accessing ACG Data are:

- Qualified, experienced, and trained.
- Respectful of ACG Data confidentiality.
- Screened appropriately.

Physical Security

- Employ controls to restrict physical access to ACG Information Assets.
- Use enhanced security for areas housing electronic assets.
- Securely dispose of hard copy data.
- Store sensitive documents securely.

Data Security Controls

- Encrypt and password-protect mobile and removable media.
- Encrypt ACG Data at rest and in transit.
- Use robust encryption standards.
- Maintain content filtering for internet access.

Other Controls

Oversight of Approved Subcontracts

- Ensure Subcontracts allow compliance with Information Security Controls.
- Confirm compliance from supply chain entities.
- Obtain ACG's written permission before storing ACG Data outside Australia.

Cloud Hosting Controls

- Ensure cloud hosting complies with Cloud Security Alliance standards and encrypts ACG Data at rest.

Software Controls

- Develop software using secure practices.
- Maintain software with latest updates.
- Respond to ACG-identified vulnerabilities.
- Use segregated development/test environments.
- Do not use ACG Data for testing without consent.

Patch and Vulnerability Management

- Deploy industry-standard virus protection.
- Operate a formal patch management process.
- Maintain standardised, hardened system builds.
- Use current malware protection.
- Implement network security measures.
- Patch systems promptly after security patches are available.

Privacy

Compliance

The Supplier must comply with:

- Privacy Laws.
- Guidelines from the Office of the Australian Information Commissioner.
- Relevant industry standards.
- ACG Policies related to privacy.
- ACG's directions on Personal Information protection.

Collection and Use of Personal Information

- Comply with ACG requirements for Personal Information collection.
- Ensure steps for lawful disclosure to ACG Group Companies.
- Protect Personal Information against misuse, unauthorised access, and disclosure.
- Train Personnel on correct handling of Personal Information.
- Permit only authorised access to Personal Information.
- Notify ACG of any legal requirements for information disclosure.

Requests for Personal Information

Refer access requests to ACG unless legally required to handle them directly.

Notifiable Data Breach

- Protect Personal Information against misuse and unauthorised access.
- Notify ACG of data breaches within 24 hours.
- Comply with ACG directions for dealing with breaches.



Disclosure of ACG Information Assets

If required to disclose ACG Information Assets by law, notify ACG, provide details, and assist in protecting the information.

Business Continuity Plans

Have a detailed Business Continuity Plan, update it as needed, and provide summaries or attestations to ACG upon request.

Harmful Code

Detection and Prevention

Prevent Harmful Code in Supplier IT Systems and materials, and monitor threats.

Notification

Notify ACG immediately of any Harmful Code Incident.

Remediation

Provide information, take remedial action, retain evidence, and ensure sufficient resources for remediation.

ACG's Costs

Cover reasonable costs incurred by ACG for remediation due to Supplier-caused Harmful Code incidents.

Priority

In case of a disaster or incident, allocate shared resources to minimise disruption and prioritize ACG's needs without giving preference to other customers.

Notices & Contacts

Any notice, request, demand, waiver, consent or other communication required or capable of being given by the Subcontractor under this Agreement must be in writing and sent by:


Procurement Email:

supplierperformance@ambroseconstruct.com.au

Ambrose Construct Group:


 1300 262 767

 www.ambroseconstruct.com.au

 565 Old Maroochydore Road, Kunda Park QLD 4556

 PO Box 637, Buderim QLD 4556

Construct Services:

 1300 266 787

 www.constructservices.com.au

 1/26 Vision Street, Wangara WA 6065

CALL 1300 262 767 | www.ambroseconstruct.com.au



Purchase Order General Conditions

1. SUBCONTRACTOR'S OBLIGATIONS	2
2. COMMENCEMENT, COMPLETION AND TERM	2
3. INSURANCE	2
4. PAYMENT AND PROGRESS CLAIMS	3
5. VARIATIONS	3
6. DEFECTS	4
7. PRIVATE WORKS	4
8. HOURS OF WORK	4
9. COMPLIANCE WITH STATUTES/BUILDER'S DIRECTIONS	4
10. COMPLAINTS	4
11. WAGES AND CONDITIONS	4
12. INDEMNITY	4
13. BASE WORK ACCEPTANCE	5
14. DAMAGE AND SITE CLEANING	5
15. VULNERABLE CUSTOMERS	5
16. WORKPLACE HEALTH AND SAFETY/ENVIRONMENTAL PROTECTION	5
17. SET-OFF	6
18. SUSPENSION	6
19. INSOLVENCY	6
20. DEFAULT/TERMINATION	6
21. HEAD CONTRACT DETERMINATION	7
22. COMPLETION	7

23. DISPUTE RESOLUTION	7
24. NOTICES/CONSENT TO ELECTRONIC COMMUNICATION	7
25. CONFIDENTIALITY	7
26. NON-COMPETE	7
27. PRIVACY AND INTELLECTUAL PROPERTY	7
28. NO EMPLOYMENT	8
29. NO ASSIGNMENT/SUBCONTRACTING	8
30. SEVERABILITY	8
31. GOVERNING LAW AND JURISDICTION	8
32. FORCE MAJEURE	8
33. NO WAIVER	8
34. NON-CONFORMING BUILDING PRODUCT & NOTIFIABLE INCIDENTS	9
35. MODERN SLAVERY	9
36. GST	9
37. ENTIRE AGREEMENT/DOCUMENTS	9
38. PROVISION OF WORK	9
39. BINDING AGREEMENT	9
40. SUBCONTRACT PREVAILS	9
41. STATE LAWS TABLE	9
42. SPECIAL CONDITIONS	10
43. DEFINITIONS	10

Note: Capitalised words and phrases used in the Schedules and these General Conditions are defined in Clause 43.

1. SUBCONTRACTOR'S OBLIGATIONS

- 1.1. The Subcontractor must carry out and complete the Works:
 - a) in a proper and tradespersonlike manner;
 - b) in an appropriate and skilful way;
 - c) with reasonable care and skill;
 - d) with reasonable diligence and within the times directed by the Builder;
 - e) in accordance with the Subcontract including any Other Documents (plans and specifications);
 - f) in accordance with all Relevant Laws;
 - g) in accordance with the Supplier Manual; and
 - h) to the reasonable satisfaction of the Builder.
- 1.2. If the Subcontractor discovers any conflict or error in the Other Documents (plans, specifications), the Subcontractor must notify the Builder in writing immediately and seek directions. The Subcontractor must comply with any direction given by the Builder. Figured dimensions prevail over scaled dimensions.
- 1.3. Unless otherwise agreed, the Subcontractor must supply everything necessary to carry out the Works.
- 1.4. The Subcontractor will complete the Works by the Completion Date or otherwise as directed by the Builder to ensure that the Builder is able to comply with the terms of the Head Contract.
- 1.5. The Subcontractor warrants that:
 - a) materials supplied by the Subcontractor for use in the Works will be in good condition and fit for the purpose for which they are used (having regard to generally accepted practices or standards in the industry for the materials, and or any specifications, instructions or recommendations of manufacturers or suppliers of the materials), and, unless otherwise stated in this Subcontract, will be new;
 - b) if the Works consist of the construction of a dwelling, the making of alterations or additions to a dwelling or the repair, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling;
 - c) it is appropriately resourced to perform the Works; and
 - d) the Works will be performed in accordance with any warranty implied by any statute in the jurisdiction in which the Works are being performed including any warranty implied in respect of the Head Contract.
- 1.6. Unless otherwise specified, all demolished and surplus materials are the property of the Builder.
- 1.7. The Subcontractor must ensure that title to all materials supplied by the Subcontractor passes to the Builder once they are incorporated into the Works. The Subcontractor will be responsible for the care of the

material supplied by the Subcontractor until the date that risk passes in accordance with this Subcontract.

- 1.8. The Subcontractor must hold and continue to hold during the performance of the Works, all Licences required to perform the Works.
- 1.9. The Subcontractor must maintain a level of competency and expertise in relation to carrying out the Works, and complete any training required by the Builder as required from time to time.

2. COMMENCEMENT, COMPLETION AND TERM

- 2.1. The Subcontractor must commence the Works by the Commencement Date.
- 2.2. The Builder may provide the Subcontractor with a revised Commencement Date.
- 2.3. The Subcontractor must bring the Works to Completion by the Completion Date.
- 2.4. The Subcontractor may request in writing a reasonable extension to the Completion Date in respect of any delay not caused or contributed to by any default of or failure by the Subcontractor. The Builder may, in its sole discretion, extend the Completion Date from time to time.
- 2.5. If the Subcontractor fails to bring the Works to Completion by the Completion Date, the Builder is entitled to:
 - a) recover any loss, costs, or damage that the Builder is liable to pay under the Head Contract and which arises out of the Subcontractor's failure to bring the Works to Completion by the Completion Date; and
 - b) set off such loss, cost or damage from any payment due to the Subcontractor under a Progress Claim.

3. INSURANCE

- 3.1. The Subcontractor must effect and maintain Workers Insurance and a Public Liability Policy for such amounts as notified by the Builder to the Subcontractor from time to time, until the expiry of the last of all defect liability periods under Clause 6.1.
- 3.2. The Subcontractor must satisfy the Builder as to the sufficiency and currency of all insurance coverage prior to the Commencement Date and during the performance of the Works on request from the Builder.
- 3.3. The Subcontractor must notify the Builder immediately if:
 - a) any of its insurances required to be held by this Supplier Manual are cancelled or not renewed; or
 - b) any part of the Works in any Purchase Order issued to the Subcontractor requires the Subcontractor to perform Services that are not covered by any of the Subcontractor's insurance policies that it is required to hold under clause 3.1.
- 3.4. The Public Liability Policy must be underwritten by a reputable insurer and on terms and conditions consistent with prudent risk management practice. No provision contained in this Clause 3 will limit the Subcontractor's liability in relation to any indemnity in this Subcontract.

4. PAYMENT AND PROGRESS CLAIMS

- 4.1. The Subcontractor will submit its Progress Claims to the Builder at the times set out in the Schedule.
- 4.2. A Progress Claim must contain:
- a) details of the work and the value of that work:
 - i. as itemised in the Schedule or at the Agreed Rates (if any) carried out by the Subcontractor up to and including the date the Subcontractor submits its claim; and
 - ii. on completion of the milestone for the amount in the Schedule;
 - b) details of any work and the value of that work that is the subject of a variation under Clause 5;
 - c) a Supporting Statement as may be required under the Security of Payment Law;
 - d) any such other information as required under the Security of Payment Law; and
 - e) such other information as the Builder may reasonably require, including if requested by the Builder, a signed statutory declaration that all Subcontractors, contractors and employees have been paid all amounts due in respect of the Works to the date of the Progress Claim.
- 4.3. On receipt of a Progress Claim the Builder must, subject to this Subcontract and any requirements under the Security of Payment Law:
- a) subject to clauses 4.8, 4.9 and 4.10, pay the Subcontractor the amount of the Progress Claim within the Payment Period; or
 - b) where the Builder disputes the Progress Claim, the Builder must:
 - i. give the Subcontractor a Payment Schedule within the Schedule Period; and
 - ii. pay the Subcontractor the amount of the Progress Claim which is not disputed by the Builder in that Payment Schedule (if any) within the Payment Period.
- 4.4. If the Builder fails to make payment to the Subcontractor within the Payment Period, the Subcontractor is entitled to interest on the outstanding amount at the Penalty Rate.
- 4.5. Subject to the Builder's obligations under any requirements in the Security of Payment Law, the Builder:
- a) may make any payments on behalf of the Subcontractor directly to any employee, worker, subcontractor or supplier, but is not under any obligation to do so; or
 - b) will withhold payment to the Subcontractor to satisfy a payment withholding request or charge as set out in the Security of Payment Law, and the amount of such direct payment or amount withheld will be deducted from any payments due to the Subcontractor.
- 4.6. Payments under this Subcontract may be subject to Statutory Trust requirements.
- 4.7. The total of all Progress Claims for the Works shall not exceed the Purchase Order Price unless the Builder has approved a variation in accordance with Clause 5.

- 4.8. All invoices submitted for payment must be via the Builder's administration platform ("Tradies Admin") unless prior approval by the Builder is obtained, which the Builder may provide in its sole discretion. Failure to submit invoices in the manner directed by the Builder may result in delays in payments and in the provision of future purchase orders.
- 4.9. Where the Security of Payment Law allows for the contract to prescribe the payment times, the Builder will pay the Subcontractor within the following timeframes, upon receipt of a valid and undisputed tax invoice, in accordance with the Purchase Order:
- a) 14 days for Works to residential property; and
 - b) 21 days for Works to a commercial property.
- 4.10. The Builder may change the payment terms at the Builder's reasonable discretion, as notified to the Subcontractor in writing from time to time, including where the submitted invoice exceeds the Purchase Order Price, there is no Purchase Order, or the invoice is not submitted in accordance with Clause 4.8.
- 4.11. The cost of the Subcontractor's travel to the Site will be paid by the Builder on the following conditions:
- a) upon prior written approval of the Builder before the cost is incurred;
 - b) calculated from the Subcontractor's registered address to the Site, not from the location of actual travel of the Subcontractor;
 - c) applied to the number of kilometres travelled after the first 100 km round trip; and
 - d) will include the cost of any road tolls.

5. VARIATIONS

- 5.1. The Subcontractor shall only vary the Works as required by the Builder. The Subcontractor shall not be entitled to claim for any variation not authorised in writing by the Builder.
- 5.2. The Subcontractor must notify the Builder immediately upon becoming aware that any variation to the Works is required.
- 5.3. The Builder may direct the Subcontractor to carry out any variation to the Works, including deletions or omissions to the Works.
- 5.4. The Purchase Order Price is to be adjusted by the price of a variation and the adjustment is to be included by the Subcontractor in its next Progress Claim after the work or any part of the work, the subject of the variation is carried out.
- 5.5. The price of a variation shall be determined using Agreed Rates or by agreement between the Builder and the Subcontractor, or in the absence of such agreement, the Builder must make a fair and reasonable valuation of the variation.
- 5.6. Unless otherwise agreed, the price of a variation that increases the Purchase Order Price must be agreed or valued before the Subcontractor carries out the variation.
- 5.7. Any variation to the Works and Purchase Order Price shall be in writing, and once agreed, shall form the updated Purchase Order.

6. DEFECTS

- 6.1. The Subcontractor will, at its own cost, maintain the Works until Completion and thereafter make good all defects that may appear in Works in accordance with this Clause 6.
- 6.2. The Subcontractor must discuss with the Builder any alleged defects in the Works identified and any necessary rectification works. The Subcontractor must inform the Builder if it accepts responsibility for the alleged defect within 72 hours of being advised of the defect.
- 6.3. If the Subcontractor:
 - a) fails to discuss with the Builder any alleged defect in the Works pursuant to Clause 6.2; or
 - b) unreasonably denies or otherwise refuses to accept responsibility for the alleged defect in the Works, the Builder may direct the Subcontractor to make good the defects in the Works at the Subcontractor's cost.
- 6.4. If the Subcontractor fails to comply with a direction issued by the Builder in accordance with Clause 6.3, the Builder may have the Works rectified or the materials removed and replaced by other subcontractors of the Builder and the cost is a debt due and payable by the Subcontractor to the Builder.
- 6.5. The Subcontractor indemnifies the Builder in respect of the Builder's liability under the Head Contract for any costs or loss the Builder incurs as a result of defects, including to pay temporary alternative accommodation costs during any period in which a property may become uninhabitable as a consequence of defects in the Works or during rectification works.
- 6.6. The Subcontractor acknowledges that under the Head Contract the Builder has warranted that the workmanship will be free of defects for the lifetime of the home or building in which such materials are incorporated or Works performed. The Subcontractor provides the warranty to the Builder for the life of the materials as provided by the manufacturer and supplied and the Works performed under this Subcontract.
- 6.7. The Subcontractor acknowledges the Subcontractor's ability to rectify defects in the Works before and after Completion is contingent on the Builder's right to access to the Site being allowed by the Client under the Head Contract or the Policy Holder.
- 6.8. The Subcontractor indemnifies the Builder for all loss incurred by the Builder where the Builder is denied access to the Site or denied the ability to rectify the defects under the Head Contract as a consequence of defects in the Works performed by the Subcontractor and the Subcontractor has no claim against the Builder if access to the Site to rectify defects is denied.

7. PRIVATE WORKS

- 7.1. The Subcontractor must not carry out any Private Works without the prior written consent of the Builder.
- 7.2. The Builder may, at its sole discretion, consent to the Private Works, and impose any conditions or limitations to the Private Works to be performed to reasonably

protect the interests of the Builder and its obligations to the Client.

- 7.3. Subject to Clause 7.1 and 7.2, Private Works must not interfere with the progress of the Works.
- 7.4. The Builder will have no liability to the Subcontractor in respect of Private Works and the Subcontractor will indemnify the Builder as set out in Clause 12.

8. HOURS OF WORK

- 8.1. No part of the Works shall be executed outside ordinary working hours of the Builder without the Builder's consent which shall be subject to any reasonable conditions having regard to the circumstances at that time.
- 8.2. The Schedule will set out any variations to the Builder's ordinary hours of work.

9. COMPLIANCE WITH STATUTES/BUILDER'S DIRECTIONS

- 9.1. The Subcontractor will give all necessary notice and pay all necessary fees and will comply with all provisions and requirements statutory or otherwise relevant to the Works.
- 9.2. The Subcontractor must give a copy of any invoice or report or pay any fee that is necessary in order to comply with Clause 9.1 to the Builder.
- 9.3. The Subcontractor warrants that all relevant taxes, employee and worker benefits are paid in accordance with the laws of the Commonwealth and the State or Territory.
- 9.4. The Builder may issue reasonable directions to the Subcontractor who shall be obliged to comply with such direction.
- 9.5. Where the Builder's direction is initially given orally, the Builder will provide the direction in writing within three (3) Business Days after it was given orally.

10. COMPLAINTS

- 10.1. The Subcontractor must notify the Builder in writing as soon as practicable, but in any event within one (1) Business Day of any Complaint received in relation to the Works.
- 10.2. The Subcontractor must respond to the Complaint as directed by the Builder and provide assistance to the Builder with respect to the investigation and resolution of the Complaint.

11. WAGES AND CONDITIONS

- 11.1. The Subcontractor must comply with the obligations of any relevant award relating to the wages and conditions of its employees.
- 11.2. The Subcontractor will ensure it fulfils its legal obligations in relation to the contract worker.

12. INDEMNITY

- 12.1. The Subcontractor must indemnify the Builder against:
 - a) loss or damage to property, including existing property on or around the Site;
 - b) claims against the Builder in respect of personal injury or death;

- c) any breach of the Relevant Laws, any obligation under the Subcontract, or direction of the Builder made under Clause 9.4; and
 - d) the cost of compliance with any direction to rectify defective or incomplete works issued by any statutory authority having jurisdiction over the Works, arising out of, or as a consequence of, the carrying out of the Works or Private Works by the Subcontractor (as relevant) except to the extent that such loss or damage arises from or is contributed to by the Builder. Neither party will be liable for any consequential loss or loss of profits.
- 12.2. The Subcontractor will upon demand reimburse the Builder and keep the Builder indemnified against any costs incurred by the Builder in the exercise or attempted exercise, enforcement or preservation of any of the Builder's rights, powers or remedies contained in this Subcontract.
- 12.3. The indemnity provided in Clause 12.1 is a continuing obligation separate and independent from the Subcontractor's other obligations and survives termination or expiry of this Subcontract.

13. BASE WORK ACCEPTANCE

- 13.1. Unless notice is given under Clause 13.2(b), on commencing to carry out the Works, the Subcontractor is:
- a) deemed to have accepted the Base Work as satisfactory; and
 - b) is not entitled to payment or any other compensation for additional work carried out or required to be carried out to overcome or correct any unsatisfactory Base Work.
- 13.2. On commencing to carry out the Works:
- a) the Subcontractor agrees and accepts the obligation to fully inspect the Base Work and identify any issues that may affect the Subcontractor's ability to carry out the Works in accordance with this Subcontract; and
 - b) if the Subcontractor considers that the Base Work is unsatisfactory or the conditions on the Site prevent the Subcontractor from commencing the Works, the Subcontractor must immediately notify the Builder in writing of such issues. The Builder agrees to promptly give direction to the Subcontractor as to how to overcome the issue and the Subcontractor must comply with that direction.

14. DAMAGE AND SITE CLEANING

- 14.1. The Subcontractor must:
- a) pay to the Builder the cost of making good any damage done by the Subcontractor, its agents, workers or employees to the Works or property of the Builder or of any other subcontractor;
 - b) keep the Subcontractor's part of the Site clean and tidy; and
 - c) so far as is reasonably possible, leave the Works in a state fit for immediate use or occupation before vacating the Site.

- 14.2. If the Subcontractor fails to comply with Clause 14.1, the Builder may have the rectification or cleaning carried out by others and the cost is a debt due and payable by the Subcontractor to the Builder.

15. VULNERABLE CUSTOMERS

- 15.1 The Subcontractor must immediately notify the Builder of any Vulnerable Customer identified during the performance of the Works.
- 15.2 The Subcontractor must respond appropriately and with sensitivity to the Vulnerable Customer and in accordance with any direction given by the Builder.

16. WORKPLACE HEALTH AND SAFETY/ENVIRONMENTAL PROTECTION

- 16.1. The Subcontractor must ensure that any person carrying out the Works complies with all relevant:
- a) Workplace Health and Safety Laws, including industry codes of practices and advisory standards; and
 - b) Environmental Laws.
- 16.2. The Subcontractor must:
- a) attend meetings at the Site as requested from time to time by the Builder;
 - b) comply with all reasonable instructions of the Builder with respect to workplace health and safety and environmental protection;
 - c) undertake an assessment of the Works to determine possible risks and suitable control measures to minimise risks;
 - d) prepare a workplace health and safety plan or safe work method statement in respect of high risk construction activities involved in performing the Works and provide a copy to the Builder;
 - e) immediately report all injuries, illnesses and dangerous events to the Builder;
 - f) comply with the Builder's workplace health and safety requirements set out in the Supplier Manual and ensure that all of the Subcontractor's employees and contractors also comply with the Supplier Manual and acknowledge such compliance; and
 - g) ensure that:
 - i. all plant, equipment and materials are used and maintained in accordance with manufacturers' specifications to minimise the risk of injury;
 - ii. the Subcontractor's personnel, officers or agents operating all plant and equipment have received appropriate training and hold the current licence(s) or certifications as may be required by law for the plant and equipment's operation;
 - iii. adequate and appropriate workplace health and safety instruction and supervision is provided to persons carrying out the Works; and
 - iv. immediately notify the Builder in writing on receiving any notices from a statutory authority with respect to workplace health and safety or environmental protection.
- 16.3. The Builder may direct that any person be removed from the Site who fails to comply with the requirements of this Clause 16.

- 16.4 By accepting a Purchase Order
- a) the Subcontractor agrees to adhere to all applicable Policies, Standards, and External Agreements (PSEAs) of the Builder, as notified by the Builder from time to time.
 - b) The Subcontractor is required to take all necessary actions to ensure compliance with any PSEAs throughout the duration of their engagement with the Builder. Failure to comply with any requirements of the PSEAs may result in termination of the Works, and any future works.

17. SET-OFF

- 17.1. The Builder may deduct from any payment otherwise due to the Subcontractor any claim to payment which the Builder may have against the Subcontractor whether for damages or otherwise under this Subcontract, any other subcontract between the Parties or otherwise at law.
- 17.2. Any setoff or deduction applied by the Builder in a Payment Schedule shall constitute any Builder's Set-Off Notice as may be required under a state law.
- 17.3. In valuing a setoff under this Clause 17, the Subcontractor accepts that the Builder shall value the setoff in accordance with the following criteria:
- a) in valuing a setoff for defective work, the Builder's reasonable assessment of the cost to engage an alternative contractor, rectify the defect including reasonable amounts for the Builder's margin (which shall not be less than 20%); and
 - b) in valuing a setoff for incomplete work, the Builder's reasonable assessment of the costs to engage an alternate contractor to complete the works including reasonable amounts for the Builder's margin (which shall not be less than 20%).
- 17.4. To the extent that there is no payment otherwise due to the Subcontractor under this Subcontract which the Builder can exercise its right to set-off under Clause 17.1, the Subcontractor indemnifies the Builder for any claim to payment which the Builder may have against the Subcontractor, whether for damages under this Subcontract or otherwise at law, including but not limited to, any fees payable to any collection agent and legal costs and expenses on a full indemnity basis.

18. SUSPENSION

- 18.1. The Subcontractor may, by written notice to the Builder, give notice of its intention to suspend the Works for the following reasons:
- a) where the Builder fails to comply with an order of a Court or Tribunal given in favour of the Subcontractor in relation to any issues under the Subcontract; or
 - b) where the Builder fails to make payment by the time for payment of any part of a Progress Claim that is not the subject of a dispute within the Payment Period.
- 18.2. The written notice in Clause 18.1 must set out the details of the Builder's failure and the Subcontractor's intention to suspend the Works if the failure is not

remedied within ten (10) Business Days after the notice is given.

- 18.3. If the Builder does not remedy the failure specified in the notice, the Subcontractor may, upon giving a further written notice to the Builder, suspend the Works.
- 18.4. The Subcontractor must recommence the Works within two (2) Business Days after the Builder remedies the failure and gives the Subcontractor written notice requiring the Subcontractor to recommence the Works.
- 18.5. The Builder may, by giving written notice to the Subcontractor, immediately suspend the Works if the Head Contract has been suspended.

19. INSOLVENCY

- 19.1. Either Party may terminate this Subcontract immediately if the other Party:
- a) being a corporation, is placed in administration, receivership or liquidation; or
 - b) being a natural person, becomes bankrupt or seeks relief under any statute relating to bankruptcy or the relief of debtors.
- 19.2. If the Subcontractor or the Builder, as applicable, is a company and enters into certain arrangements for the purpose of avoiding being wound up in insolvency or appoints an administrator, then the right to terminate this Subcontract pursuant to Clause 19.1 may be limited by the Corporations Act 2001 (Cth).
- 19.3. At any time the Builder may perform due diligence on the Subcontractor including performing credit checks, police checks and other checks performed by a third party in order to satisfy the Builder that the Subcontractor is of sufficient financial standing and character to perform the Works. The Builder has sole discretion to terminate the Works if the due diligence performed on the Builder discloses that the Subcontractor is not of good financial standing or character.

20. DEFAULT/TERMINATION

- 20.1. If either Party is in substantial breach of this Subcontract, then the other Party not in default may give written notice to the defaulting Party:
- a) describing the breach or breaches of this Subcontract by the Party in default; and
 - b) stating the Party's intention to terminate this Subcontract unless the defaulting Party remedies the breach or breaches within five (5) Business Days after receiving the notice.
- 20.2. If the defaulting Party fails to remedy the breach or breaches stated in any notice given pursuant to Clause 20.1, the Party not in default, may immediately, without prejudice to any other rights or remedies, terminate this Subcontract by a further written notice to the defaulting Party.
- 20.3. Substantial breach of this Subcontract includes but is not limited to:
- a) suspension of the Works by the Subcontractor otherwise than in accordance with Clause 18 or permitted under the Security of Payment Law; or

- b) failure by the Subcontractor to carry out the Works in accordance with the obligations under Clause 1;
 - c) cancellation or suspension of any Licences required to be held to perform the Works;
 - d) failure by the Subcontractor to comply with a direction from the Builder under Clauses 6 and 9.4; or
 - e) failure by the Subcontractor to comply with an obligation in the Supplier Manual.
- 20.4. If the Builder terminates this Subcontract pursuant to Clause 20.2, the Builder is entitled to recover from the Subcontractor all losses, costs, expenses and damages, legal costs and expenses on a full indemnity basis, in connection with the Subcontractor's breach, and the termination, as if the Subcontractor had wrongfully repudiated this Subcontract.

21. HEAD CONTRACT DETERMINATION

- 21.1. Should the Head Contract be determined for any reason, the Builder may end this Subcontract by written notice to the Subcontractor and the Builder shall be only liable to reimburse the Subcontractor in respect of work already carried out and any other loss properly and necessarily incurred in connection with the Works and in respect of which the Subcontractor is unable to mitigate against.
- 21.2. If the Subcontract is determined under Clause 21.1, the Subcontractor shall not be entitled to recover loss of profit on the part of the Works not executed at the date this Subcontract is brought to an end.

22. COMPLETION

- 22.1. On Completion of the Works, the Subcontractor must give the Builder notice in writing that the Works have reached Completion. The notice must include photographic evidence that the Works have reached Completion.
- 22.2. If the Builder disputes that the Works have reached Completion, the Builder must give the Subcontractor a written notice setting out the details of the further work to be carried out.
- 22.3. No later than ten (10) Business Days after the Works have reached Completion, the Subcontractor shall provide to the Builder all keys, access devices, guarantees, warranties, as constructed drawings, certificates and approvals in respect of the Works and otherwise as required by the specifications or requested in writing by the Builder.
- 22.4. Within ten (10) Business Days after being so directed by the Builder, the Subcontractor must give the Builder a final Progress Claim including all amounts due to the Subcontractor. The final Progress Claim must comply with the requirements of Clause 4.

23. DISPUTE RESOLUTION

- 23.1. If either party considers that a dispute has arisen in relation to anything in connection with this Subcontract, that party must immediately upon becoming aware of such circumstances, give to the

other party a written notice setting out the details of the dispute.

- 23.2. If the dispute cannot be resolved informally between the parties within ten (10) Business Days of a notice being given under Clause 23.1, the parties must then refer the dispute to the Dispute Resolution Body (where applicable).
- 23.3. If the dispute cannot be resolved after compliance with Clauses 23.1 and 23.2, the Builder or the Subcontractor (as the case maybe) must then give written notice to the other Party advising that they intend to resolve the matter through litigation .

24. NOTICES/CONSENT TO ELECTRONIC COMMUNICATION

- 24.1. Any notice under this Subcontract may be given by:
- a) prepaid post; or
 - b) email, to the address or email recorded in the Purchase Order.
- 24.2. A notice given by email shall be deemed received if the recipient's email server received the email irrespective of whether the recipient has opened the email.
- 24.3. The Subcontractor and the Builder consent to the use of the electronic method of delivery on the terms described in this Clause 24 and specifically agree to receive information and documentation relating to the formation and administration of this Subcontract.

25. CONFIDENTIALITY

- 25.1. The Subcontractor acknowledges that Confidential Information of the Builder will come into its knowledge and possession during the performance of the Works.
- 25.2. The Subcontractor shall not during or after the term of this Subcontract:
- a) use the Confidential Information for its own personal benefit;
 - b) disclose to any third party (otherwise than in the proper performance of the Subcontractor's obligations under this Subcontract) any Confidential Information obtained by the Subcontractor;
 - c) permit any third party to examine or make copies of any report or other document or thing of whatsoever nature obtained or produced by them in connection with the Subcontract, except with the prior written consent of the Builder, if required to do so by any Relevant Laws or to comply with any accounting, legal or other regulatory requirements.
- 25.3. If directed by the Builder, destroy all Confidential Information upon completion of Works, except for any records required to be held by the Subcontractor to comply with any accounting, legal or other regulatory requirements.

26. NON-COMPETE

- 26.1. The Subcontractor agrees not to solicit staff, customers or potential customers of the Builder during the performance of the Works or for a period of two (2) years after the completion of the Works.

27. PRIVACY AND INTELLECTUAL PROPERTY

- 27.1. To the extent that the Subcontractor has access to or uses any Customer information or data that is Personal Information as defined in the Privacy Laws, the Subcontractor must comply with the Privacy Laws in the collection, use, disclosure and storage of the Personal Information of the Customer and comply with the Builder's privacy policy.
- 27.2. The Subcontractor agrees and acknowledges that the Builder owns all Intellectual Property Rights that the Subcontractor or its personnel use, create or contribute to in the course of the provision of the Works.

28. NO EMPLOYMENT

- 28.1. This Subcontract does not create a relationship of employer and employee between the Subcontractor and Builder.
- 28.2. The Builder is not liable to pay any annual leave, sick leave, public holidays entitlement, long service leave or any other benefit which would ordinarily be expected to accrue in an employment relationship to the Subcontractor or the Subcontractor's personnel.
- 28.3. The Subcontractor must maintain an Australian Business Number for the duration of this Subcontract.
- 28.4. Without limiting anything in Clauses 28.1 and 28.2, if the Subcontractor or any of its personnel are held or deemed to be an employee of the Builder at common law or under any statute, the Subcontractor indemnifies and must keep indemnified the Builder in respect of any additional tax, levy, employee benefit or other amount (including any fines, penalties and interest), that may be payable as a result of the non-payment or late payment of such tax, levy, employee benefit or other impost.
- 28.5. Nothing in this Subcontract prevents the Subcontractor from:
- a) advertising its services to third parties; or
 - b) accepting engagements from third parties.

29. NO ASSIGNMENT/SUBCONTRACTING

- 29.1. The Subcontractor must not subcontract or assign this Subcontract or any rights benefits or interest hereunder without the Builder's prior written approval which the Builder may withhold in its sole direction. If the Builder's approval is granted, it may include such conditions as the Builder deems reasonably appropriate to ensure continuity and quality of the Works are maintained.
- 29.2. The Subcontractor remains fully responsible for performance of the obligations contained in this Subcontract including for any contractor or any other person engaged by the Subcontractor (as approved by the Builder in accordance with clause 29.1) to perform any part of this Subcontract or to discharge any of its obligations under any part of this Subcontract.

30. SEVERABILITY

- 30.1. A provision of this Subcontract that is illegal, invalid or unenforceable in a jurisdiction is ineffective in that jurisdiction to the extent of the illegality, invalidity or unenforceability.

- 30.2. This does not affect the validity or enforceability of that provision in any other jurisdiction, nor the remainder of this document in any jurisdiction.

31. GOVERNING LAW AND JURISDICTION

- 31.1. This Subcontract is governed by, and is to be construed in accordance with, the law in force in the state where the Works are to be carried out.
- 31.2. The parties submit to the exclusive jurisdiction of the courts, including courts of appeal, of the state or territory where the Works are to be carried out. Each Party waives any right it has to object any action being brought in those courts, including on the basis of an inconvenient forum or those courts not having jurisdiction.

32. FORCE MAJEURE

- 32.1. Where a Party is unable, wholly or in part, by reason of Force Majeure, to carry out any obligations under this Subcontract and that Party:
- a) notifies the other Party within five (5) Business Days of the Force Majeure with reasonably full particulars of the cause and, insofar as known, the probable extent to which it will be unable to perform or be delayed in performing that obligation;
 - b) states in such notice that it is seeking the benefit of this Clause;
 - c) uses all possible diligence to avoid, remove and mitigate the effect of Force Majeure; and
 - d) has not caused or contributed to the Force Majeure, then except as otherwise provided for in this Subcontract, that obligation is suspended so far as it is affected by Force Majeure during the continuance thereof.
- 32.2. In the case of Force Majeure the Parties shall consult with each other and decide whether this Subcontract should be terminated, whether the contractual obligations affected should be cancelled or whether the performance of such obligations should be reprogrammed.
- 32.3. Save for as provided in this Clause, any other costs, losses or savings due to Force Majeure, will, except as otherwise provided in this Subcontract, be borne, incurred or retained as the case may be by the Party incurring or receiving the same.
- 32.4. If Force Majeure prevents the performance of this Subcontract for more than 120 days, then either Party may terminate this Subcontract by written notice to the other, in which case the Subcontractor's rights will be the same as if this Subcontract was terminated under Clause 19.

33. NO WAIVER

- 33.1. A Party's failure to insist another Party perform any obligation under this Subcontract is not a waiver of that Party's right:
- a) to insist the other Party perform, or to claim damages for breach of, that obligation; or

- b) to insist the other Party perform any other obligation, unless the waiving Party acknowledges the waiver in writing.

34. NON-CONFORMING BUILDING PRODUCT & NOTIFIABLE INCIDENTS

- 34.1. The Subcontractor must ensure, as far as reasonably practicable:
 - a) that any material or Building Product supplied by the Subcontractor for the use in the Works or installed by the Subcontractor in the Works is not a Non-Conforming Building Product for its intended use; and
 - b) that it will ensure that it has and will provide to the Builder on request all Required Information for the Building Product.
- 34.2. Within one (1) day of becoming aware or reasonably suspecting that a Building Product is a Non-Conforming Building Product for its intended use, the Subcontractor must give notice in writing to the Builder of the Non-Conforming Building Product.
- 34.3. As soon as practicable but within one (1) day after becoming aware or reasonably suspecting that a Notifiable Incident was or may have been caused by the use of a Non-Conforming Building Product for an intended use, the Subcontractor must immediately give notice in writing to the Builder.

35. MODERN SLAVERY

- 35.1. The Subcontractor must, and must ensure that each person from whom it obtains any goods or services as part of any of its supply chains:
 - a) not in any way participate in slavery, exploitation or human trafficking; and
 - b) comply with all laws and regulations in all jurisdictions in which it operates which are related to slavery, exploitation or human trafficking.
- 35.2. The Subcontractor must provide all information and reports, and undertake all investigations and due diligence, reasonably required by the Builder to allow it to comply with its obligations under any Modern Slavery Law.
- 35.3. As and when required by the Builder, the Subcontractor must provide an undertaking in a format required by the Subcontractor to enable the Subcontractor to comply with its obligations under the Modern Slavery Law, including a statement to the effect that to the best of its knowledge, there is no slavery, exploitation or human trafficking in any of its supply chains.
- 35.4. The Subcontractor must allow the Builder to audit the Subcontractor's compliance with this Clause, including by providing reasonable access to its records and Subcontractor's personnel on reasonable notice.

36. GST

- 36.1. Except where expressly stated, all charges, fees and payments payable pursuant to this Subcontract, however described, exclude GST.
- 36.2. If the whole or any part of any charge, fee or payment is the consideration for a Taxable Supply, the recipient

Party of that Taxable Supply must pay to the Party making the Supply an additional amount equal to the GST amount, either concurrently with that charge, fee or payment or as otherwise agreed in writing.

- 36.3. Any reference to a charge, cost or expense in this Subcontract, however described, excludes any amount in respect of GST forming part of the relevant charge, cost or expense when incurred by the relevant Party for which that Party can claim an Input Tax Credit.

37. ENTIRE AGREEMENT/DOCUMENTS

- 37.1 This Subcontract constitutes entire agreement between the Builder and Subcontractor and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral.
- 37.2 The Subcontractor acknowledges that the Subcontractor is responsible for reviewing and understanding all relevant documentation supplied by the Builder in relation to the Works and for assessing the associated risks to and requirements of the Subcontractor.
- 37.3 The Subcontractor must retain financial and taxation records and documents in respect of any Works carried out for the Builder in compliance with the requirements of the Relevant Laws.

38. PROVISION OF WORK

- 38.1. The Subcontractor acknowledges that nothing in this agreement guarantees that the Builder will issue to the Subcontractor any amount of Purchase Orders whatsoever.
- 38.2. The Subcontractor acknowledges that the Builder may at its discretion in lieu of issuing a Purchase Order to the Subcontractor, request that the Subcontractor submit a tender in relation to a Scope of Works.

39. BINDING AGREEMENT

If the Subcontractor performs any Works the subject of this Subcontract after the Subcontractor has received a copy of this Subcontract, the Subcontractor is deemed to have accepted and agrees to be bound by the terms and conditions of this Subcontract whether or not the Subcontractor has signed and returned to the Builder Schedule 6 of this Subcontract.

40. SUBCONTRACT PREVAILS

The Builder and Subcontractor agree that, to the extent that there are any inconsistencies or conflict between this Subcontract and any other agreement, this Subcontract prevails unless:

- a) such other agreement expressly states that it overrides this Subcontract in the relevant respect; and
- b) the Builder and the Subcontractor are parties to that other agreement or expressly agree in writing that such other agreement shall override this Subcontract in that respect.

41. STATE LAWS TABLE

- 41.1. The Parties acknowledge that their rights and obligations under the Subcontract may be subject to specific state or territory laws set out in the State Laws Table, as updated, amended or replaced from time to time.
- 41.2. The Subcontractor will comply with the additional specific state or territory laws as set out in the State Laws Table applicable to the jurisdiction in which the Site is located.
- 41.3. To the extent that specific state or territory laws as set out in the State Laws Table apply to this Subcontract, and where there is any inconsistency between a provision or requirement in this Subcontract with a mandatory requirement in specific state or territory laws as set out in the State Laws Table, the mandatory requirement in such specific state or territory laws as set out in the State Laws Table will apply to the extent necessary to avoid the inconsistency.

42. SPECIAL CONDITIONS

- 42.1. The Special Conditions (if any) shall take effect as express terms of the Contract.
- 42.2. Special Conditions prevail over these General Conditions to the extent of any inconsistency.

43. DEFINITIONS

Agreed Rates – means the rates as set out in the Schedule;

Base Work – means the Site conditions including the work carried out by others on or over which the Subcontractor is to carry out the Works;

Builder – means the person or entity inserted as builder in the Schedule and includes the Builder's permitted assignees and transferees;

Builder's Set-Off Notice – has the meaning in the State Laws Table;

Building Product – has the meaning as defined in the State Laws Table, or if there is no definition provided in the State Laws Table, means any material or other thing associated with, or that could be associated with, a building;

Business Day – means a day that is not a Saturday or a Sunday; or a public holiday, or a rostered day off in the place in which any relevant work or act is to be (or may be) done or if a different definition is set out in the State Laws Table, as defined in the State Laws Table;

Client – means the Customer's insurer, with which the Builder holds a contract, and acts on its behalf in carrying out building and repair works for its customers;

Commencement Date – means the date by which the Subcontractor must commence the Works on the Site as specified in the Schedule or a Work Release Notice;

Complaint – means an expression of dissatisfaction made to or about a party, related to the Works, the Subcontractor's personnel, the complaints process, where a response or resolution is explicitly or implicitly expected or legally required.

Completion – means the milestone when:

- (a) the Works are completed in accordance with this Subcontract and all relevant statutory requirements, free from any defects or omissions; and
- (b) the Subcontractor has, to the reasonable satisfaction of the Builder, uploaded images and reports of the completed Works onto the Builder's online Tradies App.

Completion Date – means the date that the Works are required to be completed by as specified in the Schedule;

Confidential Information – means all information, whether in hard copy or electronic/digital format, relating to the business dealings, contracts, Clients, Customers, suppliers, computer operations, designs and marketing, sales and business plans and financial data of the Builder;

Customer – means a person or entity, Policy Holder or Property Owner or Property Owner's Representative to which the Builder has contracted to provide construction, repair or maintenance services;

Dispute Resolution Body – has the meaning as defined in the State Laws Table;

Environmental Laws – has the meaning in the State Laws Table or its equivalent, updated or amended or replacement legislation;

Force Majeure - means any event beyond the control of a Party which prevents or impedes the performance of that Party's obligations under the performance of that Party's obligations under this Subcontract and which without limitation includes:

- a) storm, flood, typhoon or cyclone;
- b) earthquake, landslide and other natural disasters;
- c) any operation of the forces of nature of catastrophic proportion;
- d) acts of terrorism;
- e) riot or civil commotion, hostilities of war whether declared or not; and
- f) pandemic or epidemic illness.

General Conditions – means these General Conditions forming part of this Subcontract;

GST – means the goods and services tax remitted to the Australian Tax Office;

GST Legislation – means the A New Tax System (Goods and Services) Tax Act 1999 (Cth), the A New Tax System (Goods and Services Tax Administration) Act 1999 (Cth) and the A New Tax System (Goods and Services Tax Imposition – General) Act 1999 (Cth) and any act or acts supplementing, amending, repealing or replacing and or all of those acts from time to time.

Head Contract – means the contract between the Builder and the Customer, Policy Holder, Property Owner and/or Property Owner's Representative for work that includes the Works;

Input Tax Credit – has the meaning given in the GST Legislation;

Intellectual Property Rights – means all present and future rights to intellectual property of every kind, including any improvements, trade marks (whether registered or common law trade marks), licences, branding, business names, domain names, designs, copyright, inventions, discoveries, trade secrets, secret processes, know-how, concepts, ideas, information, processes, data, formulae, any corresponding intellectual property rights at Law and any rights in respect of them.

Licences – means all licences, permits, approval, authorisations and certifications of whatever description necessary to be held to lawfully carry out the Works or which are prudent to be held in accordance with industry standards and practices that will not expire, lapse, be suspended or be subject to limitations prior to completion of the Subcontractor's obligations under the Subcontract and include State based licences set out in the State Laws Table. For the purposes of this definition, Licences must cover the Works taking into account all other work and activities of the Subcontractor;

Modern Slavery Law – means the Modern Slavery Act 2018 (Cth) and similar laws in other jurisdictions;

Non-Conforming Building Product – has the meaning as defined in the State Laws Table, or if there is no definition provided in the State Laws Table, means a Building Product if:

- a) the association of the product with a building for the use –
 - i. is not, or will not be, safe; or
 - ii. does not, or will not, comply with the relevant regulatory provisions; or
- b) the product does not perform or is not capable of performing, for the use to the standard it is represented to perform by or for a person in the chain of responsibility for the product;

Notifiable Incident – has the meaning as defined in the State Laws Table, or if there is no definition provided in the State Laws Table, means:

- a) the death or serious injury or illness of a person;
- b) an incident that exposes a person to a risk of serious injury or illness; or
- c) where the Subcontractor becomes aware that the Works do not comply with the Relevant Laws, a direction of the Builder given under this Agreement, or any requirements for the Works set out in this Subcontract.

Other Documents – means other documents relevant to the Works as set out in the Schedule;

Payment Period – is the period set out in the State Laws Table;

Payment Schedule – means written notice responding to a Progress Claim setting out the amount in dispute and particulars of the dispute and otherwise meeting the requirements of the Security of Payment Law;

Party – means a party to this Subcontract.

Penalty Rate – has the meaning set out in the State Laws Table or its equivalent, updated, amended or replacement legislation;

Policy Holder – means the person or entity holding a policy of insurance with a Client;

Privacy Laws – means the Privacy Act 1988 (Cth), the Australian Privacy Principles and any applicable privacy standards, codes of practice and guidelines issued by the Office of the Australian Privacy Commissioner, as updated from time to time;

Private Works – means any additional work not forming part of the Works or the subject of any direction given or variation approved by the Builder, but which the Subcontractor carries out for a Customer, Policy Holder, Property Owner or Property Owner's Representative.

Progress Claim – means a written claim for payment for the Works in accordance with Clause 4 and the Schedule;

Property Owner – means the person or entity that has engaged the services of the Builder to conduct Works at the Site;

Property Owner's Representative – means a person appointed by and acting on behalf of the Property Owner; **Public Liability Policy** – means a policy of insurance providing indemnity in respect of liabilities to third parties in respect of personal injury, death, loss or damage to property, arising out of, or in connection with, the Works for an amount of no less than \$5 million for any one occurrence;

Purchase Order – means the document detailing the Works to be completed at the Site;

Purchase Order Price – means the value of the Works specified in the Purchase Order;

Relevant Law – means all legislation, regulations, by-laws and applicable codes that relate to the Works including but not limited to the laws set out in the State Laws Table, the Privacy Laws, the General Insurance Code of Practice and any licensing requirements and industry standards.

Required Information – has the meaning as defined in the State Laws Table, or if there is no definition provided in the State Laws Table, means information about a Building Product that:

- a) for each intended use of the product, states or otherwise communicates the following -
 - i. the suitability of the product for the intended use and, if the product is suitable for the intended use only in particular circumstances or subject to particular conditions, the particular circumstances or conditions;
 - ii. instructions about how the Building Product must be associated with a building to ensure it is not a non-conforming building product for the intended use;
 - iii. instructions about how the Building Product must be used to ensure it is not a nonconforming building product for the intended use; and
- b) complies with the requirements for the information, if any, prescribed by regulation for this definition;

Schedule – means the Schedule to this Subcontract;

Schedule Period – is the period stated in the State Laws Table;

Security of Payment Law – has the meaning set out in the State Laws Table or its equivalent, updated, amended or replacement legislation;

Site – means the Site as described in the Schedule;

Special Conditions – means any special conditions set out in the Schedule;

State Laws Table – means the table provided by the Builder to the Subcontractor at the time of entering into this Subcontract;

Statutory Trust – has the meaning set out in the State Laws Table or its equivalent, updated, amended or replacement legislation;

Subcontract – means the Schedule, these General Conditions, the State Laws Table and the Supplier Manual;

Subcontractor – means the person or entity inserted as the subcontractor in the Schedule;

Supporting Statement – has the meaning set out in the State Laws Table or its equivalent, updated, amended or replacement legislation;

Taxable Supply – has the meaning given in the GST Legislation;

Supplier Manual – means the document described as “Supplier Manual” provided by the Builder to the Subcontractor at the time of entering into this Subcontract;

Vulnerable Customer – means a person experiencing a vulnerability due to any of a range of factors, such as:

- a) age;
- b) disability;
- c) mental health conditions;
- d) physical health conditions;
- e) family violence;
- f) language barriers;
- g) literacy barriers;
- h) cultural background;
- i) Aboriginal or Torres Strait Islander status;
- j) remote location; or
- k) financial distress.

Workers Insurance – has the meaning set out in the State Laws Table or its equivalent, updated, amended or replacement legislation;

Works – means the whole of the work to be carried out by the Subcontractor under the Subcontract as described in the Purchase Order, including work the subject of an approved variation under Clause 5, but excluding Private Works;

Work Release Notice – means a notice issued by the Builder specifying the Commencement Date and Completion Date for the Works; and

Workplace Health and Safety Laws – has the meaning set out in the State Laws Table or its equivalent, updated, amended or replacement legislation.

Schedule

– State Laws Table

Defined terms by state:

Australian Capital Territory.....	2
New South Wales.....	4
Victoria	7
Queensland.....	10
South Australia	13
Western Australia.....	16
Tasmania	19
Northern Territory.....	22

Australian Capital Territory

REFERENCE	AUSTRALIAN CAPITAL TERRITORY
General Conditions, Clause 43 definition of "Business Day" means:	Defined in the Building and Construction Industry (Security of Payment) Act 2009 (ACT) (ACT BCISPA) as a day that does not include 27, 28, 29, 30 or 31 December.
General Conditions, Clause 43 definition of "Environmental Laws":	Environment Protection Act 1997 (ACT).
General Conditions, Clause 43 definition of "Licences" includes:	Licences required under the: a. Construction Occupations (Licensing) Act 2004 (ACT); b. Work Health and Safety Act 2011 (ACT).
General Conditions, Clause 43 definition of "Workplace Health and Safety Laws" is:	Work Health and Safety Act 2011 (ACT). Work Health and Safety Regulation 2011 (ACT). All relevant associated legislation, regulations, rules, Standards, Australian Standards, Codes of Practice and compliance guidelines applicable to the work, workplace health and safety, environment protection, dangerous goods and electrical safety together with any directions on safety or notices issued by any relevant authority including, to the extent applicable to the Subcontract Works, including the following (without limitation): 1. Dangerous Goods (Road Transport) Act 2009 (ACT); 2. Machinery Act 1949 (ACT); 3. Fuels Rationing Act 2019 (ACT) 4. Scaffolding and Lifts Act 1912 (ACT); 5. Heavy Vehicle National Law (ACT); 6. Heavy Vehicle National Law Act 2013 (ACT); 7. Heavy Vehicle National Law (Transitional Provisions) Regulation 2014 (ACT); 8. national compliance and enforcement policies; 9. model codes of practice; 10. ACT codes of practice.
Schedule 1, Clause 43 definition of "Workers Insurance" is:	1. WorkCover, WorkSafe or any other workers' insurance required by law; 2. public and product liability insurance in respect of third party injury or property damage to an amount not less than \$5,000,000 for any one occurrence, including indemnity provisions in favour of the Subcontracting Party; 3. personal accident and disability insurance for all on-site company directors or partnerships and their workers, which provides benefit levels agreed by the Subcontracting Party; and 4. a policy of insurance providing indemnity to the Subcontracted Party and the Subcontracting Party against liability for physical loss, destruction or damage to the Works or to materials and goods upon or adjacent to the Site; 5. if the Works include asbestos removal, disposal, decontamination and testing, asbestos liability insurance including appropriate professional indemnity extensions.
General Conditions, Clause 43 definition of "Security of Payment Law" is:	ACT BCISPA.
General Conditions, Clause 43 definition of "Supporting Statement" is:	N/A

Australian Capital Territory

REFERENCE	AUSTRALIAN CAPITAL TERRITORY
Schedule 1, Item 4 – Date and time requirements for Progress Claims:	Subject to Part 4 of the ACT BCISPA to the extent that it applies to the Supplier Manual. Where Part 4 of the ACT BCISPA applies to the Subcontract, the date and time prescribed in Schedule 1 for the giving of a Progress Claim is, for the purpose of the ACT BCISPA, the 'reference date' (as defined in the ACT BCISPA).
Schedule 1, Item 4 and General Conditions, Clause 5.3(b) – Payment Schedule amount:	To the extent that the ACT BCISPA applies to the Subcontract, the amount (if any) set out in a Payment Schedule issued by the Subcontracting Party under General Condition Clause 5.3(b) is the 'scheduled amount' (as defined in the ACT BCISPA).
General Conditions, Clause 43 – "Payment Period" is:	In accordance with section 13(1)(b) of the ACT BCISPA, the Subcontracting Party must pay the Subcontracted Party the amount shown in the Payment Schedule as due to the Subcontracted Party within 10 Business Days after receipt of the Progress Claim from the Subcontracted Party.
General Conditions, Clause 43 – "Schedule Period" is:	In accordance with section 16(4)(b)(ii) of the ACT BCISPA, the Subcontracting Party must give its Payment Schedule within 10 Business Days after the Progress Claim is given to the Subcontracting Party.
General Conditions, Clause 4.5 – Payment direct to unpaid subcontractors / withholding notices and charges	N/A
General Conditions, Clause 4.6 – "Statutory Trust"	N/A
General Conditions, Clause 43 – the "Penalty Rate" is:	Section 13(2) of the ACT BCISPA provides that interest is payable on the unpaid amount of a progress payment that is payable at the greater of the following: (a) the rate of interest applying from time to time under the Court Procedures Rules 2006, schedule 2, part 2.2 (Interest after judgment); (b) the rate stated under the construction contract.
General Conditions, Clause 17 and Clause 43 – "Builder's Party's Set-Off Notice"	N/A
General Conditions, Clause 34 and Clause 43 – "Building Product"	N/A
General Conditions, Clause 23.2 and Clause 43 – "Dispute Resolution Body"	Access Canberra
General Conditions, Clause 34 and Clause 43 – "Non-Conforming Building Product"	N/A
General Conditions, Clause 27 and Clause 43 – "Notifiable Incident"	N/A
General Conditions, Clause 34 and Clause 43 – "Required Information"	N/A

New South Wales

REFERENCE	NEW SOUTH WALES
General Conditions, Clause 43 definition of "Business Day" means:	Defined in the Building and Construction Industry Security of Payment Act 1999 (NSW) (NSW BCISPA) as any day other than: (a) a Saturday, Sunday or public holiday; or (b) 27, 28, 29, 30 or 31 December.
General Conditions, Clause 43 definition of "Environmental Laws":	Protection of the Environment Operations Act 1997 (NSW).
General Conditions, Clause 43 definition of "Licences" includes:	Licences required under the: (a) Home Building Act 1989 (NSW); (b) Work Health and Safety Regulation 2011 (NSW); (c) Environmental Planning and Assessment Regulation 2000 (NSW).
General Conditions, Clause 43 definition of "Workplace Health and Safety Laws" is:	Work Health and Safety Act 2011 (NSW). Work Health and Safety Regulation 2017 (NSW). All relevant associated legislation, regulations, rules, Standards, Australian Standards, Codes of Practice and compliance guidelines applicable to the work, workplace health and safety, environment protection, dangerous goods and electrical safety together with any directions on safety or notices issued by any relevant authority including, to the extent applicable to the Subcontract Works, including the following (without limitation): 1. Dangerous Goods (Road And Rail Transport) Act 2008 (NSW); 2. Explosives Act 2003 (NSW); 3. Explosives Regulation 2013 (NSW); 4. Heavy Vehicle National Law (NSW); 5. all NSW heavy vehicle regulations; 6. national compliance and enforcement policies; 7. model codes of practice; and 8. NSW codes of practice.
General Conditions, Clause 43 definition of "Workers Insurance" is:	1. WorkCover, SafeWork or any other workers' insurance required by law; 2. public and product liability insurance in respect of third party injury or property damage to an amount not less than \$5,000,000 for any one occurrence, including indemnity provisions in favour of the Subcontracting Party; 3. personal accident and disability insurance for all on-site company directors or partnerships and their workers, which provides benefit levels agreed by the Subcontracting Party; and 4. a policy of insurance providing indemnity to the Subcontracted Party and the Subcontracting Party against liability for physical loss, destruction or damage to the Works or to materials and goods upon or adjacent to the Site; 5. if the Works include asbestos removal, disposal, decontamination and testing, asbestos liability insurance including appropriate professional indemnity extensions.
General Conditions, Clause 43 definition of "Security of Payment Law" is:	NSW BCISPA. Building and Construction Industry Security of Payment Regulation 2008 (NSW) (NSW BCISPR). Contractors Debts Act 1997 (NSW).

New South Wales

REFERENCE	NEW SOUTH WALES
General Conditions, Clause 43 definition of “Supporting Statement” is:	A ‘supporting statement’ is defined in section 13(9) of the NSW BCISPA as a statement that is in the form approved by the Secretary and (without limitation) that includes a declaration to the effect that all subcontractor, if any, have been paid all amounts that have become due and payable in relation to the construction work concerned.
Schedule 1, Item 4 – Date and time requirements for Progress Claims:	Subject to section 13 of Division 1 Part 3 of the NSW BCISPA to the extent that it applies to the Supplier Manual.
Schedule 1, Item 4 and General Conditions, Clause 5.3(b) – Payment Schedule amount:	To the extent that the NSW BCISPA applies to the Subcontract, the amount (if any) set out in a Payment Schedule issued by the Subcontracting Party under General Conditions Clause 5.3(b) is the ‘scheduled amount’ (as defined in the NSW BCISPA).
General Conditions, Clause 43 – “Payment Period” is:	In accordance with section 11(1B)(a) of the NSW BCISPA, the Subcontracting Party must pay the Subcontracted Party the amount shown in the Payment Schedule as due to the Subcontracted Party within 20 Business Days after receipt of the Progress Claim from the Subcontracted Party.
General Conditions, Clause 43 – “Schedule Period” is:	In accordance with section 14(4)(b)(ii) of the NSW BCISPA, the Subcontracting Party must give its Payment Schedule within 10 Business Days after the Progress Claim is given to the Subcontracting Party.
General Conditions, Clause 4.5 – Payment direct to unpaid subcontractors / withholding notices and charges	As provided for in sections 26A to 26F of the NSW BCISPA.
General Conditions, Clause 4.6 – “Statutory Trust”	If Part 2 of the NSW BCISPR applies to the Head Contract, notwithstanding any contrary requirement in the Supplier Manual, all security in the form of retention money held under the Supplier Manual must be held and released in accordance with Part 2 of the NSW BCISPR.
General Conditions, Clause 43 – the “Penalty Rate” is:	Section 11(2) of the NSW BCISPA provides that interest is payable on the unpaid amount of a progress payment that has become due and payable at the rate: (a) prescribed under section 101 of the Civil Procedure Act 2005 (NSW); or (b) specified under the construction contract, whichever is the greater.
General Conditions, Clause 17 and Clause 43 – “Builder’s Party’s Set-Off Notice”	N/A
General Conditions, Clause 34 and Clause 43 – “Building Product”	‘Building product’ is defined in section 5 of the Building Products (Safety) Act 2017 (BPSA) to mean any product, material or other thing that is, or could be, used in a building, but does not include: (a) asbestos or an asbestos product (including any loose-fill asbestos insulation within the meaning of Division 1A of Part 8 of the Home Building Act 1989); or (b) anything that the regulations declare is not a building product for the purposes of the BPSA.
General Conditions, Clause 23.2 and Clause 43 – “Dispute Resolution Body”	New South Wales Small Business Commissioner and/or the NSW Fair Trading (if applicable)

New South Wales

REFERENCE	NEW SOUTH WALES
General Conditions, Clause 34 and Clause 43 – “Non-Conforming Building Product”	Pursuant to sections 4 and 9 of the BPSA, a building product will be a non-conforming building product if: (a) any occupants of the relevant building are, or will be, at risk of death or serious injury as a result of the use of the building product in the building; or (b) the building product is the subject of a ‘building product use ban’.
General Conditions, Clause 27 and Clause 43 – “Notifiable Incident”	N/A
General Conditions, Clause 34 and Clause 43 – “Required Information”	N/A

Victoria

REFERENCE	VICTORIA
General Conditions, Clause 43 definition of "Business Day" means:	Defined in the Building and Construction Industry Security of Payment Act 2002 (Vic) (VIC BCISPA) as a day that is not: (a) a Saturday, Sunday; or (b) a day that is wholly or partly observed as a public holiday throughout Victoria.
General Conditions, Clause 43 definition of "Environmental Laws":	Environment Protection Act 2017 (Vic).
General Conditions, Clause 43 definition of "Licences" includes:	Licences required under the: (a) Building Act 1993 (Vic); (b) Occupational Health and Safety Act 2004 (Vic); (c) Electricity Safety (Registration and Licensing) Regulations 2020 (Vic).
General Conditions, Clause 43 definition of "Workplace Health and Safety Laws" is:	Occupational Health and Safety Act 2004 (Vic). Occupational Health and Safety Regulations 2017 (Vic). All relevant associated legislation, regulations, rules, Standards, Australian Standards, Codes of Practice and compliance guidelines applicable to the work, workplace health and safety, environment protection, dangerous goods and electrical safety together with any directions on safety or notices issued by any relevant authority including, to the extent applicable to the Works, including the following (without limitation): 1. Transport (Safety Schemes Compliance and Enforcement) Act 2014 (Vic); 2. Dangerous Goods Act 1985 (Vic); 3. Dangerous Goods (Road and Rail Transport) Regulations 2018 (Vic); 4. Dangerous Goods (Storage and Handling) Regulations 2012 (Vic); 5. Dangerous Goods (Explosives) Regulations 2011 (Vic); 6. Equipment (Public Safety) Act 1994 (Vic); 7. Equipment (Public Safety) Regulations 2017 (Vic); 8. Heavy Vehicle National Law Application Act 2013 (Vic); 9. Heavy Vehicle National Law (Infringements) Regulations 2013 (Vic); 10. national compliance and enforcement policies; 11. Victorian Compliance Codes; and 12. Victorian codes of practice.
General Conditions, Clause 43 definition of "Workers Insurance" is:	1. WorkCover, WorkSafe or any other workers' insurance required by law; 2. public and product liability insurance in respect of third party injury or property damage to an amount not less than \$5,000,000 for any one occurrence, including indemnity provisions in favour of the Subcontracting Party; 3. personal accident and disability insurance for all on-site company directors or partnerships and their workers, which provides benefit levels agreed by the Subcontracting Party; and 4. a policy of insurance providing indemnity to the Subcontracted Party and the Subcontracting Party against liability for physical loss, destruction or damage to the Works or to materials and goods upon or adjacent to the Site; 5. if the Works include asbestos removal, disposal, decontamination and testing, asbestos liability insurance including appropriate professional indemnity extensions.
General Conditions, Clause 43 definition of "Security of Payment Law" is:	VIC BCISPA

Victoria

REFERENCE	VICTORIA
General Conditions, Clause 43 definition of “Supporting Statement” is:	N/A
Schedule 1, Item 4 – Date and time requirements for Progress Claims:	Subject to Parts 2 and 3 of the VIC BCISPA to the extent that it apply to the Supplier Manual. Where Parts 2 and 3 of the VIC BCISPA apply to the Subcontract, the date and time prescribed in Schedule 1 for the giving of a Progress Claim is, for the purpose of the VIC BCISPA, the ‘reference date’ (as defined in the VIC BCISPA).
Schedule 1, Item 4 and General Conditions, Clause 5.3(b) – Payment Schedule amount:	To the extent that Parts 2 and 3 of the VIC BCISPA apply to the Supplier Manual, the amount (if any) set out in a Payment Schedule issued by the Subcontracting Party under General Condition, Clause 5.3(b) is the amount of the ‘scheduled amount’ (as defined in the VIC BCISPA).
General Conditions, Clause 43 – “Payment Period” is:	In accordance with section 12(1)(b) of the VIC BCISPA, the Subcontracting Party must pay the Subcontracted Party the amount shown in the Payment Schedule as due to the Subcontracted Party within 10 Business Days after receipt of the Progress Claim from the Subcontracted Party.
General Conditions, Clause 43 – “Schedule Period” is:	In accordance with section 15(4)(b)(ii) of the VIC BCISPA, the Subcontracting Party must give its Payment Schedule within 10 Business Days after the Progress Claim is given to the Subcontracting Party.
General Conditions, Clause 4.5 – Payment direct to unpaid subcontractors / withholding notices and charges	As provided for in Part 3, Division 4 of the VIC BCISPA.
General Conditions, Clause 4.6 – “Statutory Trust”	N/A
General Conditions, Clause 43 – the “Penalty Rate” is:	Section 12(2) of the VIC BCISPA provides that interest is payable on the unpaid amount of a progress payment that has become due and payable at the greater of the following rates: (a) the rate for the time being fixed under section 2 of the Penalty Interest Rates Act 1983; or (b) the rate specified under the construction contract.
General Conditions, Clause 17 and Clause 43 – “Builder’s Party’s Set-Off Notice”	N/A
General Conditions, Clause 34 and Clause 43 – “Building Product”	N/A
General Conditions, Clause 23.2 and Clause 43 – “Dispute Resolution Body”	Victorian Building Authority
General Conditions, Clause 34 and Clause 43 – “Non-Conforming Building Product”	N/A

Victoria

REFERENCE	VICTORIA
General Conditions, Clause 27 and Clause 43 – “Notifiable Incident”	N/A
General Conditions, Clause 34 and Clause 43 – “Required Information”	N/A

Queensland

REFERENCE	QUEENSLAND
General Conditions, Clause 43 definition of "Business Day" means:	Defined in the Building Industry Fairness (Security of Payment) Act 2017 (Qld) (BIFA) as any day other than: (a) a Saturday, Sunday; or (b) a public holiday, special holiday or bank holiday in the place in which any relevant act is to be or may be done; or (c) any day occurring within any of the following periods- (i) 22 to 24 December; (ii) 27 to 31 December; (iii) 2 to 10 January.
General Conditions, Clause 43 definition of "Environmental Laws":	Environmental Protection Act 1994 (Qld).
General Conditions, Clause 43 definition of "Licences" includes:	Licences required under the: (a) Queensland Building and Construction Commission Act 1991 (Qld) (QBCCA); and (b) Work Health and Safety Regulation 2011 (Qld); (c) Plumbing and Drainage Act 2018 (Qld); (d) Electrical Safety Regulation 2013 (Qld).
General Conditions, Clause 43 definition of "Workplace Health and Safety Laws" is:	Work Health and Safety Act 2011 (Qld). Work Health and Safety Regulation 2011 (Qld). All relevant associated legislation, regulations, rules, Standards, Australian Standards, Codes of Practice and compliance guidelines applicable to the work, workplace health and safety, environment protection, dangerous goods and electrical safety together with any directions on safety or notices issued by any relevant authority including, to the extent applicable to the Subcontract Works, including the following (without limitation): 1. Electrical Safety Act 2002 (Qld); 2. Electrical Safety Regulation 2013 (Qld); 3. electrical safety codes of practice; 4. Heavy Vehicle National Law (Queensland); 5. Heavy Vehicle National Law Act 2012 (Qld); 6. all Qld heavy vehicle regulations; 7. Explosives Act 1999 (Qld); 8. national compliance and enforcement policies; 9. model codes of practice; and 10. Qld codes of practice.
General Conditions, Clause 43 definition of "Workers Insurance" is:	1. WorkCover, WorkSafe or any other workers' insurance required by law; 2. public and product liability insurance in respect of third party injury or property damage to an amount not less than \$5,000,000 for any one occurrence, including indemnity provisions in favour of the Subcontracting Party; 3. personal accident and disability insurance for all on-site company directors or partnerships and their workers, which provides benefit levels agreed by the Subcontracting Party; 4. a policy of insurance providing indemnity to the Subcontracted Party and the Subcontracting Party against liability for physical loss, destruction or damage to the Works or to materials and goods upon or adjacent to the Site; and 5. if the Works include asbestos removal, disposal, decontamination or testing, asbestos liability insurance including appropriate professional indemnity extensions.

Queensland

REFERENCE	QUEENSLAND
General Conditions, Clause 43 definition of "Security of Payment Law" is:	BIFA.
General Conditions, Clause 43 definition of "Supporting Statement" is:	<p>Section 75(7) of the BIFA requires payment claims to be accompanied by a supporting statement.</p> <p>A 'supporting statement' is defined in section 75(9) of the BIFA to mean a written document-</p> <ul style="list-style-type: none"> (a) declaring that all subcontractors have been paid all amounts owed to them by the claimant at the date of the payment claim; or (b) stating— <ul style="list-style-type: none"> (i) the following for each subcontractor who has not been paid the full amount owed to them by the claimant at the date of the payment claim - <ul style="list-style-type: none"> A. the Subcontracted Party's name; B. the amount still unpaid; C. the details of the unpaid payment claim for the subcontractor; D. the date the subcontractor carried out the construction work or supplied the related goods and services; E. the reasons the amount was not paid in full; and (ii) that all other subcontractors have been paid the full amount owed to them by the claimant.
Schedule 1, Item 4 – Date and time requirements for Progress Claims:	<p>Subject to Chapter 3 of the BIFA to the extent that it applies to the Supplier Manual.</p> <p>Where Chapter 3 of the BIFA applies to the Subcontract, the date and time prescribed in Schedule 1 for the giving of a Progress Claim is, for the purpose of the BIFA, the 'reference date' (as defined in the BIFA).</p>
Schedule 1, Item 4 and General Conditions, Clause 5.3(b) – Payment Schedule amount:	To the extent that Chapter 3 of the BIFA applies to the Subcontract, the amount (if any) set out in a Payment Schedule issued by the Subcontracting Party under General Conditions Clause 5.3(b) is the 'amount owed' as defined in section 78(5) of the BIFA).
General Conditions, Clause 43 – "Payment Period" is:	In accordance with section 73(1)(a) of the BIFA and section 67U of Part 4A of the QBCCA, the Subcontracting Party must pay the Subcontracted Party the amount shown in the Payment Schedule as due to the Subcontracted Party within 25 Business Days after receipt of the Progress Claim from the Subcontracted Party.
General Conditions, Clause 43 – "Schedule Period" is:	In accordance with section 76(1)(b) of the BIFA, the Subcontracting Party must give its Payment Schedule within 15 Business Days after the Progress Claim is given to the Subcontracting Party.
General Conditions, Clause 4.5 – Payment direct to unpaid subcontractors / withholding notices and charges	As provided for in section 97B of Part 4A of Chapter 3 of the BIFA.
General Conditions, Clause 4.6 – "Statutory Trust"	<p>The following provisions apply to only to the extent that Chapter 2 of the BIFA applies to the Head Contract:</p> <ul style="list-style-type: none"> (a) Notwithstanding any contrary requirement in the Supplier Manual, all payments to the Subcontracted Party from the Subcontracting Party pursuant to this Supplier Manual must be paid to the Subcontracted Party in accordance with Chapter 2 of the BIFA. (b) Notwithstanding any contrary requirement in this Supplier Manual, all Security in the form of retention money held under this Supplier Manual must be held and released in accordance with Chapter 2 of the BIFA.

Queensland

REFERENCE	QUEENSLAND
General Conditions, Clause 43 – the “Penalty Rate” is:	<p>Section 67P of Part 4A of the QBCCA provides that, for the period for which the progress amount, or the part of the progress amount, is still unpaid after the time for payment, the contracting party is also required to pay the contracted party interest at the penalty rate for each day the amount is unpaid.</p> <p>The penalty rate is:</p> <ul style="list-style-type: none"> (a) the rate made up of the sum of the following: <ul style="list-style-type: none"> (i) 10% a year; (ii) The rate comprising the annual rate, as published from time to time by the Reserve Bank of Australia, for 90 day bills; or (b) if the building contract provides for a higher rate of interest than the rate worked out under paragraph (a)— the higher rate.
General Conditions, Clause 17 and Clause 43 – “Builder’s Party’s Set-Off Notice”	In accordance with section 67J of the QBCCA, to obtain an amount owed under the Subcontract from any security or retention amount held by the Subcontracting Party, the Subcontracting Party must give a written notice to the Subcontracted Party within 28 days after the Subcontracting Party becomes aware, or ought reasonably to have become aware, of the Subcontracting Party’s right to obtain the amount owed.
General Conditions, Clause 34 and Clause 43 - “Building Product”	‘Building product’ is defined in section 74AB(1) of Part 6AA of the QBCCA to mean any material or other thing associated with, or that could be associated with, a building.
General Conditions, Clause 23.2 and Clause 43- “Dispute Resolution Body”	Queensland Building and Construction Commission
General Conditions, Clause 34 and Clause 43 – “Non-Conforming Building Product”	<p>‘Non-conforming building product’ is defined in section 74AB(2) of Part 6AA of the QBCCA to mean a Building Product if:</p> <ul style="list-style-type: none"> (a) the association of the product with a building for the use— <ul style="list-style-type: none"> (i) is not, or will not be, safe; or (ii) does not, or will not, comply with the relevant regulatory provisions; or (b) the product does not perform or is not capable of performing, for the use to the standard it is represented to perform by or for a person in the chain of responsibility for the product.
General Conditions, Clause 27 and Clause 43 – “Notifiable Incident”	<p>‘Notifiable incident’ is defined in Schedule 2 of the QBCCA to mean:</p> <ul style="list-style-type: none"> (a) the death or serious injury or illness of a person; or (b) an incident that exposes a person to a risk of serious injury or illness.
General Conditions, Clause 34 and Clause 43 – “Required Information”	<p>‘Required information’ is defined in section 74AG of Part 6AA of the QBCCA to mean information about a Building Product that:</p> <ul style="list-style-type: none"> (a) for each intended use of the product, states or otherwise communicates the following- <ul style="list-style-type: none"> (i) the suitability of the product for the intended use and, if the product is suitable for the intended use only in particular circumstances or subject to particular conditions, the particular circumstances or conditions; (ii) instructions about how the Building Product must be associated with a building to ensure it is not a non-conforming building product for the intended use; (iii) instructions about how the Building Product must be used to ensure it is not a non-conforming building product for the intended use; and (b) complies with the requirements for the information, if any, prescribed by regulation for this definition.

South Australia

REFERENCE	SOUTH AUSTRALIA
General Conditions, Clause 43 definition of "Business Day" means:	Defined in the Building and Construction Industry Security of Payment Act 2009 (SA) (SA BCISPA) as a day other than: (a) a Saturday, Sunday or public holiday; or (b) 27, 28, 29, 30 or 31 December; or (c) Any other day on which there is a Statewide shut-down of the operations of the building and construction industry.
General Conditions, Clause 43 definition of "Environmental Laws":	Environment Protection Act 1993 (SA)
General Conditions, Clause 43 definition of "Licences" includes:	Licences required under the: (a) Building Work Contractors Act 1995 (SA); (b) Plumbers, Gas Fitters and Electricians Act 1995 (SA); (c) Work Health and Safety Act 2012 (SA).
General Conditions, Clause 43 definition of "Workplace Health and Safety Laws" is:	Work Health and Safety Act 2012 (SA). Work Health and Safety Regulation 2012 (SA). All relevant associated legislation, regulations, rules, Standards, Australian Standards, Codes of Practice and compliance guidelines applicable to the work, workplace health and safety, environment protection, dangerous goods and electrical safety together with any directions on safety or notices issued by any relevant authority including, to the extent applicable to the Subcontract Works, including the following (without limitation): 1. Mines and Works Inspection Act 1920 (SA); 2. Mines and Works Inspection Regulations 2013 (SA); 3. Dangerous Substances Act 1979 (SA); 4. Dangerous Substances (General) Regulations 2017 (SA); 5. Dangerous Substances (Dangerous Goods Transport) Regulations 2008 (SA); 6. Explosives Act 1936 (SA); 7. Explosives Regulations 2011 (SA); 8. Heavy Vehicle National Law (South Australia) Act 2013 (SA); 9. national compliance and enforcement policies; 10. model codes of practice; 11. SA codes of practice.
General Conditions, Clause 43 definition of "Workers Insurance" is:	1. WorkCover, WorkSafe or any other workers' insurance required by law; 2. public and product liability insurance in respect of third party injury or property damage to an amount not less than \$5,000,000 for any one occurrence, including indemnity provisions in favour of the Subcontracting Party; 3. personal accident and disability insurance for all on-site company directors or partnerships and their workers, which provides benefit levels agreed by the Subcontracting Party; and 4. a policy of insurance providing indemnity to the Subcontracted Party and the Subcontracting Party against liability for physical loss, destruction or damage to the Works or to materials and goods upon or adjacent to the Site; 5. if the Works include asbestos removal, disposal, decontamination and testing, asbestos liability insurance including appropriate professional indemnity extensions.
General Conditions, Clause 43 definition of "Security of Payment Law" is:	SA BCISPA. Worker's Liens Act 1893 (SA).

South Australia

REFERENCE	SOUTH AUSTRALIA
General Conditions, Clause 43 definition of “Supporting Statement” is:	N/A
Schedule 1, Item 4 – Date and time requirements for Progress Claims:	Subject to Parts 2 and 3 of the SA BCISPA to the extent that they apply to the Supplier Manual. Where Parts 2 and 3 of the SA BCISPA apply to the Supplier Manual, the date and time prescribed in Schedule 1 for the giving of a Progress Claim is, for the purpose of the SA BCISPA, the ‘reference date’ (as defined in the SA BCISPA).
Schedule 1, Item 4 and General Conditions, Clause 5.3(b) – Payment Schedule amount:	To the extent that Parts 2 and 3 of the SA BCISPA apply to the Supplier Manual, the amount (if any) set out in a Payment Schedule issued by the Subcontracting Party under General Conditions, Clause 5.3(b) is the ‘scheduled amount’ as defined in the SA BCISPA).
General Conditions, Clause 43 – “Payment Period” is:	In accordance with section 11 of the SA BCISPA, the Subcontracting Party must pay the Subcontracted Party the amount shown in the Payment Schedule as due to the Subcontracted Party on the day that is 15 Business Days after the Progress Claim is made.
General Conditions, Clause 43 – “Schedule Period” is:	In accordance with section 14(4)(b)(ii) of the SA BCISPA, the Subcontracting Party must give its Payment Schedule within 15 Business Days after the Progress Claim is served on the Subcontracting Party.
General Conditions, Clause 4.5 – Payment direct to unpaid subcontractors / withholding notices and charges	N/A
General Conditions, Clause 4.6 – “Statutory Trust”	N/A
General Conditions, Clause 43 – the “Penalty Rate” is:	Section 11(2) of the SA BCISPA provides that interest is payable on overdue payments at the rate (whichever is greater): (a) prescribed under the Supreme Court Act 1935 (SA) in respect of judgement debts of the Supreme Court; or (b) the rate stated under the construction contract.
General Conditions, Clause 17 and Clause 43 – “Subcontracting Party’s Set-Off Notice”	N/A
General Conditions, Clause 34 and Clause 43 – “Building Product”	N/A
General Conditions, Clause 23.2 and Clause 43 – “Dispute Resolution Body”	South Australian Small Business Commissioner
General Conditions, Clause 34 and Clause 43 – “Non-Conforming Building Product”	N/A

South Australia

REFERENCE	SOUTH AUSTRALIA
General Conditions, Clause 27 and Clause 43 – “Notifiable Incident”	N/A
General Conditions, Clause 34 and Clause 43 – “Required Information”	N/A

Western Australia

REFERENCE	WESTERN AUSTRALIA
General Conditions, Clause 43 definition of "Business Day" means:	Defined in the Building and Construction Industry (Security of Payment) Act 2021 (WA) (WA BCISPA) as a day other than: (a) a Saturday, Sunday or a public holiday; or (b) any other day that falls between 22 December in any year and 10 January in the following year (inclusive).
General Conditions, Clause 43 definition of "Environmental Laws":	Environmental Protection Act 1986 (WA).
General Conditions, Clause 43 definition of "Licences" includes:	Licences required under the: (a) Building Services (Registration) Act 2011 (WA); (b) Plumbers Licensing Act 1995 (WA); (c) Work Health and Safety Act 2020 (WA); (d) Electricity (Licensing) Regulations 1991 (WA).
General Conditions, Clause 43 definition of "Workplace Health and Safety Laws" is:	Work Health and Safety Act 2010 (WA). Work Health and Safety (General) Regulations 2022 (WA). All relevant associated legislation, regulations, rules, Standards, Australian Standards, Codes of Practice and compliance guidelines applicable to the work, workplace health and safety, environment protection, dangerous goods and electrical safety together with any directions on safety or notices issued by any relevant authority including, to the extent applicable to the Subcontract Works, including the following (without limitation): 1. Electricity Act 1945 (WA); 2. Electricity Regulations 1947 (WA); 3. electrical safety codes of practice; 4. Dangerous Goods Safety Act 2004 (WA); 5. Workers' Compensation and Injury Management Act 1981 (WA); 6. Road Traffic (Administration) Regulations 2014 (WA); 7. all WA heavy vehicle regulations; 8. Dangerous Goods Safety (Explosives) Regulations 2007 (WA); 9. national compliance and enforcement policies; 10. model codes of practice; and 11. WA codes of practice.
General Conditions, Clause 43 definition of "Workers Insurance" is:	1. WorkCover, WorkSafe or any other workers' insurance required by law; 2. public and product liability insurance in respect of third party injury or property damage to an amount not less than \$5,000,000 for any one occurrence, including indemnity provisions in favour of the Subcontracting Party; 3. personal accident and disability insurance for all on-site company directors or partnerships and their workers, which provides benefit levels agreed by the Subcontracting Party; and 4. a policy of insurance providing indemnity to the Subcontracted Party and the Subcontracting Party against liability for physical loss, destruction or damage to the Works or to materials and goods upon or adjacent to the Site; 5. if the Works include asbestos removal, disposal, decontamination and testing, asbestos liability insurance including appropriate professional indemnity extensions.

Western Australia

REFERENCE	WESTERN AUSTRALIA
General Conditions, Clause 43 definition of "Security of Payment Law" is:	<ol style="list-style-type: none"> 1. WorkCover, WorkSafe or any other workers' insurance required by law; 2. public and product liability insurance in respect of third party injury or property damage to an amount not less than \$5,000,000 for any one occurrence, including indemnity provisions in favour of the Subcontracting Party; 3. personal accident and disability insurance for all on-site company directors or partnerships and their workers, which provides benefit levels agreed by the Subcontracting Party; and 4. a policy of insurance providing indemnity to the Subcontracted Party and the Subcontracting Party against liability for physical loss, destruction or damage to the Works or to materials and goods upon or adjacent to the Site; 5. if the Works include asbestos removal, disposal, decontamination and testing, asbestos liability insurance including appropriate professional indemnity extensions.
General Conditions, Clause 43 definition of "Supporting Statement" is:	<p>WA BCISPA.</p> <p>For any contract entered into before 1 August 2022, the previous legislation applies being: Construction Contracts Act 2004 (WA) and the Construction Contract Regulations 2004 (WA).</p>
General Conditions, Clause 43 definition of "Supporting Statement" is:	N/A
Schedule 1, Item 4 – Date and time requirements for Progress Claims:	Subject to Parts 2 and 3 of the WA BCISPA to the extent that they apply to the Supplier Manual.
Schedule 1, Item 4 and General Conditions, Clause 5.3(b) – Payment Schedule amount:	To the extent that Parts 2 and 3 of the WA BCISPA apply to the Supplier Manual, the amount (if any) set out in a Payment Schedule issued by the Subcontracting Party under General Conditions, Clause 5.3(b) is the 'scheduled amount' (as defined in the WA BCISPA).
General Conditions, Clause 43 – "Payment Period" is:	<p>In accordance with section 20 of the WA BCISPA, the Subcontracting Party must pay the Subcontracted Party the amount shown in the Payment Schedule as due to the Subcontracted Party:</p> <ol style="list-style-type: none"> (a) in the case of a payment schedule from a principal to a head contractor – on the date that is 20 Business Days after the Progress Claim is made; (b) in the case of a payment from a principal where there is no head contractor – on the date that is 25 Business Days after the Progress Claim is made; or (c) in the case of a progress payment to be made to a subcontractor – on the date that is 25 Business Days after the Progress Claim is made. <p>A payment schedule for home building work becomes payable on the date that is 10 Business Days after the Progress Claim is made.</p>
General Conditions, Clause 43 – "Schedule Period" is:	In accordance with section 25 of the WA BCISPA, the Subcontracting Party must give its Payment Schedule within 15 Business Days after the Progress Claim is given to the Subcontracting Party.
General Conditions, Clause 4.5 – Payment direct to unpaid subcontractors / withholding notices and charges	N/A

Western Australia

REFERENCE	WESTERN AUSTRALIA
General Conditions, Clause 4.6 – “Statutory Trust”	<p>If Part 4 of the WA BCISPA applies to the Head Contract, the following provisions apply:</p> <ul style="list-style-type: none"> (a) Notwithstanding any contrary requirement in the Supplier Manual, all payments to the Subcontracted Party from the Subcontracting Party pursuant to this Supplier Manual must be paid to the Subcontracted Party in accordance with Part 4 of the WA BCISPA. (b) Notwithstanding any contrary requirement in this Supplier Manual, all Security in the form of retention money held under this Supplier Manual must be held and released in accordance with Part 4 of the WA BCISPA.
General Conditions, Clause 43 – the “Penalty Rate” is:	<p>Section 21 of Division 2, Part 2 of the WA BCISPA provides that interest is payable on the overdue payment at the greater of the following rates –</p> <ul style="list-style-type: none"> (a) the rate in the contract; (b) the rate prescribed under the Civil Judgements Enforcement Act 2004, section 8(1)(a).
General Conditions, Clause 17 and Clause 43 – “Builder’s Party’s Set-Off Notice”	N/A
General Conditions, Clause 34 and Clause 43 – “Building Product”	‘Building product’ is defined in section 31J of the Building Regulations 2012 (WA) to mean a building product, method, design, component and system.
General Conditions, Clause 23.2 and Clause 43 – “Dispute Resolution Body”	Building and Energy Division
General Conditions, Clause 34 and Clause 43 – “Non-Conforming Building Product”	N/A
General Conditions, Clause 27 and Clause 43 – “Notifiable Incident”	N/A
General Conditions, Clause 34 and Clause 43 – “Required Information”	N/A

Tasmania

REFERENCE	TASMANIA
General Conditions, Clause 43 definition of "Business Day" means:	Defined in the Building and Construction Industry Security of Payment Act 2009 (Tas) (TAS BCISPA) as any day other than: (a) a Saturday, Sunday; or (b) a day specific in section 4 of the Statutory Holidays Act 2000 (Tas); or (c) a day specified in Part 1 of Schedule 1 to the Statutory Holidays Act 2000 (Tas); or (d) a day specified in Part 1 or 2 of Schedule 2 to the Statutory Holidays Act 2000 (Tas); or (e) 27, 28, 29, 30 or 31 December.
General Conditions, Clause 43 definition of "Environmental Laws":	Environmental Management and Pollution Control Act 1994 (Tas).
General Conditions, Clause 43 definition of "Licences" includes:	Licences required under the: (a) Building Act 2016 (Tas); (b) Work Health and Safety Regulations 2012 (Tas); (c) Occupational Licensing Act 2005 (Tas).
General Conditions, Clause 43 definition of "Workplace Health and Safety Laws" is:	Work Health and Safety Act 2012 (Tas). Work Health and Safety Regulations 2012 (Tas). All relevant associated legislation, regulations, rules, Standards, Australian Standards, Codes of Practice and compliance guidelines applicable to the work, workplace health and safety, environment protection, dangerous goods and electrical safety together with any directions on safety or notices issued by any relevant authority including, to the extent applicable to the Subcontract Works, including the following (without limitation): 1. Dangerous Goods (Road and Rail Transport) Act 2010 (Tas); 2. Explosives Act 2012 (Tas); 3. Mines Work Health and Safety (Supplementary Requirements) Act 2012 (Tas); 4. Explosives Regulations 2012 (Tas); 5. Asbestos Related Diseases (Occupational Exposure) Compensation Act 2011 (Tas); 6. Workers Rehabilitation and Compensation Act 1988 (Tas); 7. national compliance and enforcement policies; 8. Tasmanian Compliance Codes; and 9. Tasmanian codes of practice.
General Conditions, Clause 43 definition of "Workers Insurance" is:	1. WorkCover, WorkSafe or any other workers' insurance required by law; 2. public and product liability insurance in respect of third party injury or property damage to an amount not less than \$5,000,000 for any one occurrence, including indemnity provisions in favour of the Subcontracting Party; 3. personal accident and disability insurance for all on-site company directors or partnerships and their workers, which provides benefit levels agreed by the Subcontracting Party; and 4. a policy of insurance providing indemnity to the Subcontracted Party and the Subcontracting Party against liability for physical loss, destruction or damage to the Works or to materials and goods upon or adjacent to the Site; 5. if the Works include asbestos removal, disposal, decontamination and testing, asbestos liability insurance including appropriate professional indemnity extensions.
General Conditions, Clause 43 definition of "Security of Payment Law" is:	TAS BCISPA.

Tasmania

REFERENCE	TASMANIA
General Conditions, Clause 43 definition of “Supporting Statement” is:	N/A
Schedule 1, Item 4 – Date and time requirements for Progress Claims:	Subject to Parts 2 and 3 of the TAS BCISPA to the extent that they apply to the Supplier Manual. Where Parts 2 and 3 of the TAS BCISPA apply to the Supplier Manual, the date and time prescribed in Schedule 1 for the giving of a Progress Claim is, for the purpose of the TAS BCISPA, the ‘reference date’ (as defined in the TAS BCISPA).
Schedule 1, Item 4 and General Conditions, Clause 5.3(b) – Payment Schedule amount:	To the extent that Parts 2, 3 and 4 the TAS BCISPA apply to the Supplier Manual, the amount (if any) set out in a Payment Schedule issued by the Subcontracting Party under General Conditions, Clause 5.3(b) is the ‘scheduled amount’ (as defined in the TAS BCISPA).
General Conditions, Clause 43 – “Payment Period” is:	In accordance with section 15 of the TAS BCISPA, the Subcontracting Party must pay the Subcontracted Party the amount shown in the Payment Schedule as due to the Subcontracted Party: (a) on the date that is 20 Business Days after the Progress Claim is served on the Subcontracting Party where: (i) the Progress Claim relates to a residential structure to be built on land; (ii) the Subcontracting Party is the owner of the land; and (iii) the Subcontracting Party is not a building practitioner; (b) in any other case, on the day that is 10 Business Days after the Progress Claim is served on the Subcontracting Party.
General Conditions, Clause 43 – “Schedule Period” is:	In accordance with section 19(2)(b)(ii) of the TAS BCISPA, the Subcontracting Party must give its Payment Schedule within: (a) 20 Business Days after the Progress Claim is served on the Subcontracting Party where: (i) the Progress Claim relates to a residential structure to be built on land; (ii) the Subcontracting Party is the owner of the land; and (iii) the Subcontracting Party is not a building practitioner; (b) in any other case, 10 Business Days after the Progress Claim is served on the Subcontracting Party.
General Conditions, Clause 4.5 – Payment direct to unpaid subcontractors / withholding notices and charges	N/A
General Conditions, Clause 4.6 – “Statutory Trust”	N/A
General Conditions, Clause 43 – the “Penalty Rate” is:	Section 15(3) of the TAS BCISPA provides that interest is payable on overdue amounts at the rate (whichever is greater): (a) prescribed under the Supreme Court Civil Procedure Act 1932 (Tas) in respect of a judgement for money payable to a person; or (b) specified in the building or construction contract.

Tasmania

REFERENCE	TASMANIA
General Conditions, Clause 17 and Clause 43 – “Builder’s Party’s Set-Off Notice”	N/A
General Conditions, Clause 27 and Clause 43 – “Building Product”	N/A
General Conditions, Clause 23.2 and Clause 43 – “Dispute Resolution Body”	Consumer, Building and Occupational Services
General Conditions, Clause 34 and Clause 43 – “Non-Conforming Building Product”	N/A
General Conditions, Clause 27 and Clause 43 – “Notifiable Incident”	N/A
General Conditions, Clause 34 and Clause 43 – “Required Information”	N/A

Northern Territory

REFERENCE	NORTHERN TERRITORY
General Conditions, Clause 43 definition of "Business Day" means:	Defined as "working day" in the Construction Contracts (Security of Payments) Act 2004 (NT) (NT CCA) as any day other than: <ul style="list-style-type: none"> (a) a Saturday or a Sunday; or (b) a public holiday; or (c) a day in the period beginning on 25 December in a year and ending on 7 January in the following year.
General Conditions, Clause 43 definition of "Environmental Laws":	Environment Protection Act 2019 (NT).
General Conditions, Clause 43 definition of "Licences" includes:	Licences required under the: <ul style="list-style-type: none"> (a) Building Act 1993 (NT); (b) Plumbers and Drainers Licensing Act 1983 (NT); (c) Work Health and Safety (National Uniform Legislation) Act 2011 (NT); (d) Electrical Workers and Contractors Act 1978 (NT).
General Conditions, Clause 43 definition of "Workplace Health and Safety Laws" is:	<p>Work Health and Safety (National Uniform Legislation) Act 2011 (NT).</p> <p>Work Health and Safety (National Uniform Legislation) Regulations 2011 (NT).</p> <p>All relevant associated legislation, regulations, rules, Standards, Australian Standards, Codes of Practice and compliance guidelines applicable to the work, workplace health and safety, environment protection, dangerous goods and electrical safety together with any directions on safety or notices issued by any relevant authority including, to the extent applicable to the Subcontract Works, including the following (without limitation):</p> <ol style="list-style-type: none"> 1. Return to Work Act 1986 (NT); 2. Return to Work Regulations 1986 (NT); 3. Dangerous Goods Act 1998 (NT); 4. Dangerous Goods Regulations 1985 (NT); 5. Transport of Dangerous Goods by Road and Rail (National Uniform Legislation) Act 2010 (NT); 6. Transport of Dangerous Goods by Road and Rail (National Uniform Legislation) Regulations 2010 (NT); 7. Radioactive Ores and Concentrates (Packaging and Transport) Act 1980 (NT); 8. Radioactive Ores and Concentrates (Packaging and Transport) Regulations 1980 (NT); 9. Electricity Reform Act 2000 (NT); 10. Electricity Record (Safety and Technical) Regulation 2000 (NT); 11. all NT heavy vehicle regulations; 12. national compliance and enforcement policies; 13. model codes of practice; and 14. NT codes of practice.
General Conditions, Clause 43 definition of "Workers Insurance" is:	<ol style="list-style-type: none"> 1. WorkSafe, WorkCover, SafeWork or any other workers' insurance required by law; 2. public and product liability insurance in respect of third party injury or property damage to an amount not less than \$5,000,000 for any one occurrence, including indemnity provisions in favour of the Subcontracting Party; 3. personal accident and disability insurance for all on-site company directors or partnerships and their workers, which provides benefit levels agreed by the Subcontracting Party; and 4. a policy of insurance providing indemnity to the Subcontracted Party and the Subcontracting Party against liability for physical loss, destruction or damage to the Works or to materials and goods upon or adjacent to the Site; 5. if the Works include asbestos removal, disposal, decontamination and testing, asbestos liability insurance including appropriate professional indemnity extensions.

Northern Territory

REFERENCE	NORTHERN TERRITORY
General Conditions, Clause 43 definition of "Security of Payment Law" is:	NT CCA. Construction Contracts (Security of Payments) Regulations 2005 (NT).
General Conditions, Clause 43 definition of "Supporting Statement" is:	N/A
Schedule 1, Item 4 – Date and time requirements for Progress Claims:	Subject to Schedule 1 of the NT CCA to the extent that it applies to the Supplier Manual.
Schedule 1, Item 4 and General Conditions, Clause 5.3(b) – Payment Schedule amount:	To the extent that Schedule 1 of the NT CCA applies to the Supplier Manual, the amount (if any) set out in a Payment Schedule issued by the Subcontracting Party under General Conditions, Clause 5.3(b) pursuant to section 6 of Schedule 1 of the NT CCA.
General Conditions, Clause 43 – "Payment Period" is:	In accordance with section 6 of Schedule 1 of the NT CCA, the Subcontracting Party must pay the Subcontracted Party: <ol style="list-style-type: none"> 1. if the Progress Claim is not disputed, within 20 Business Days after receipt of the Progress Claim from the Subcontracted Party; or 2. if all or part of the Progress Claim is disputed, the undisputed amount shown in the Payment Schedule within 10 Business Days after receipt of the Progress Claim from the Subcontracted Party.
General Conditions, Clause 43 – "Schedule Period" is:	In accordance with section 6 of Schedule 1 of the NT CCA, the Subcontracting Party must give its Payment Schedule, (referred to as a "notice of dispute" in the NT CCA) within 10 Business Days after receiving the Payment Claim.
General Conditions, Clause 4.5 – Payment direct to unpaid subcontractors / withholding notices and charges	As provided for in section 6 of Schedule 1 of the NT CCA.
General Conditions, Clause 4.6 – "Statutory Trust"	N/A
General Conditions, Clause 43 – the "Penalty Rate" is:	Section 7 of Schedule 1 of the NT CCA provides that interest is payable on overdue payments at the rate of interest that is fixed at any time under section 85 of the Supreme Court Act 1979.
General Conditions, Clause 17 and Clause 43 – "Builder's Party's Set-Off Notice"	N/A
General Conditions, Clause 34 and Clause 43 – "Building Product"	N/A

Northern Territory

REFERENCE	NORTHERN TERRITORY
General Conditions, Clause 23.2 and Clause 43 – “Dispute Resolution Body”	Community Justice Centre
General Conditions, Clause 34 and Clause 43 – “Non-Conforming Building Product”	N/A
General Conditions, Clause 27 and Clause 43 – “Notifiable Incident”	N/A
General Conditions, Clause 34 and Clause 43 – “Required Information”	N/A