# Medium Works with Design Conditions of Contract

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## CONDITIONS OF CONTRACT

### DEFINITIONS

The following definitions apply to this Contract:

‘Building Certifier’ means a Queensland Building and Construction Commission licensed Building Certifier;

‘Contract’ means the agreement in writing between the Principal and the Contractor for the execution of the work under the Contract, including the tender documents;

‘Contractor’ means the person or company whose tender for the work under the Contract has been accepted and its executors, administrators, successors or permitted assigns;

‘Date for Practical Completion’ means the date, or last day of the period of time, specified in the Annexure.

Ethical Supplier Mandate’ means the Queensland Government policy titled “Buy Queensland: Ethical Supplier Mandate” or any policy that replaces that policy;

‘Ethical Supplier Threshold’ means the Ethical Supplier Threshold described in the Queensland Procurement Policy;”

‘Practical Completion’ means the work under the Contract is complete in accordance with the Contract except for minor omissions and defects which will not (and the rectification of which will not) prevent or impair the normal use and occupation of the Works;

‘Principal’ means the person identified as the Principal in the Annexure;

‘Queensland Procurement Policy’ means the Queensland Government policy titled “Queensland Procurement Policy 2018” or any policy which replaces that policy;

‘Site’ means the land and other places to be made available and other lands and places made available to the Contractor by the Principal for the purpose of the Contract;

‘Superintendent’ means the person nominated by the Principal to exercise the functions of the Superintendent under the Contract who at all times must exercise its functions acting honestly and fairly, act within certain times prescribed under the Contract or where no times, a reasonable time, and arrive at a reasonable measure of value of work, quantities or time. The Superintendent may appoint a Representative to exercise any of its powers, duties, discretions and authorities;

‘Work under the Contract’ means the work which the Contractor is or may be required to execute under the Contract including any variations;

‘Works’ means the whole of the work to be executed and completed in accordance with the Contract, including all variations provided for by the Contract, which by the Contract is to be handed over to the Principal.

### EXECUTION OF WORKS

The Contractor shall undertake the Works in accordance with the Contract and any other documents issued by the Principal. Unless otherwise provided, the Contractor is responsible for all things, including items not expressly mentioned in the Contract, necessary for satisfactory completion of the Works. The documents forming the Contract are mutually explanatory and anything contained in one but not in another is equally binding as if contained in all.

If the Contractor discovers any ambiguity or discrepancy in any document forming the Contract it shall notify the Superintendent in writing as soon as practicable. In the event of an ambiguity or discrepancy, the Superintendent shall direct the Contractor as to the interpretation to be followed in carrying out the Works. If the direction causes the Contractor to incur more of less cost than the Contractor could reasonably have anticipated at the time of tendering, the difference shall be valued under clause 25.

The Contractor shall comply with the requirements of all laws and public or other authorities affecting the Works, and unless otherwise specified pay all fees, give all notices and obtain necessary consents.

### DESIGN RESPONSIBILITY

* + 1. The Contractor shall:
       1. complete the design and documentation of the Works, including drawings and trade specifications, in accordance with the Contract and all relevant legislative requirements; and
       2. ensure that materials and standards of workmanship prescribed in drawings, trade specifications and other documents are fit for the purpose specified in the tender documents, and are consistent with the nature and character of the Works and in accordance with the Contract.
    2. The Contractor warrants to the Principal that:
       1. The Contractor will exercise the degree of skill, care and diligence expected of a competent design professional in carrying out the design and documentation of the Works; and
       2. the design of the Works will comply with the Contract and will in all respects be fit for the purpose specified in the tender documents.
    3. The Contractor shall remain responsible for the design of the Works notwithstanding any approval or confirmation given under the *Building Act 1975* (Qld) or any review or approval of the design undertaken by or on behalf of the Principal.
    4. The Contractor acknowledges that the Principal is relying on the Contractor’s skill and expertise in undertaking the design and construction of the Works.

### BUILDING CERTIFIER

A Building Certifier is required to be engaged by the party stated in the Annexure to provide advice on compliance of the Works with the provisions of the *Building Act 1975* (Qld) and, in the performance of the Building Certifier’s duties, must be required to act as an independent party and not as an agent of the Principal.

The Contractor shall be responsible for obtaining confirmation of compliance with the *Building Act 1975* (Qld), or if required, Building Act approval under the *Building Act 1975* (Qld), in respect of the design of the Works. For this purpose, the Contractor shall pay all fees and submit to the Building Certifier all material necessary for obtaining such confirmation or approval. The Contractor shall allow a minimum of 28 days for confirmation or approvals under the *Building Act 1975* (Qld).

The Contractor shall be responsible for providing the plumbing and drainage plans to the relevant authority for review of compliance with the *Plumbing and Drainage Act 2018* (Qld) and ensure the plans are stamped and approved in accordance with the requirements of that legislation at the Contractor’s own cost. During construction of the Works, the Contractor shall arrange for the plumbing and drainage installations to be inspected by all relevant authorities and all associated fees shall be paid by the Contractor.

Approvals and certificates issued by the Building Certifier and relevant authorities shall be provided to the Principal for Practical Completion.

### ASSIGNMENT AND SUBCONTRACTING

The Contractor shall not assign or subcontract the work under the Contract, any part thereof, or any benefit thereunder without the prior written approval of the Superintendent. The Contractor shall not, without the prior written approval of the Superintendent, allow a subcontractor to subcontract work under the Contract. The Superintendent may, in its entire discretion and without giving reasons, reject any request for approval by the Contractor pursuant to this clause. All requests for approval to subcontract or subcontract pursuant to this clause must be made by the Contractor to the Superintendent in the form provided in Schedule 1.

### WORK HEALTH AND SAFETY ACT 2011

###### Definitions

For the purposes of this clause:

‘Act’ means the *Work Health and Safety Act 2011* (Qld), as amended from time to time;

‘inspector’, ‘notifiable incident’, ‘principal contractor’, ‘regulator’, ‘structure’ and ‘workplace’ have the same meanings as in the Act;

‘Regulation’ means the *Work Health and Safety Regulation 2011* (Qld), as amended from time to time;

‘construction project’ and ‘construction work’ have the same meaning as in the Regulation.

###### Contractor’s Obligations

* + 1. In relation to the work under the Contract, the Contractor will:
       1. comply with and discharge all obligations imposed on the Contractor by the Act, the Regulation and any other regulation in connection with health and safety including without limitation on a person who conducts a business or undertaking;
       2. unless otherwise advised in writing, accept that it is the person having management or control of the workplace at which the work under the Contract is being undertaken;
       3. discharge the duties of a person who conducts a business or undertaking under the Regulation; and
       4. without limiting paragraph (a), ensure its officers, employees and agents, subcontractors and its subcontractors’ officers, employees and agents discharge their respective duties under the Act and the Regulation in connection with the work under the Contract.
    2. Where the work under the Contract comprises a construction project (ie a project that involves construction work of $250,000 or more), from the date of acceptance of tender:
       1. the Principal engages the Contractor to be the principal contractor under the Regulation in relation to the construction work involved in the construction project and authorises the Contractor to:
          1. have management and control of the workplace at which the work under the Contract is being undertaken including the Site; and
          2. discharge the duties of the principal contractor under the Regulation; and
       2. the Contractor accepts the engagement as principal contactor and agrees to fulfil all requirements and give effect to that engagement prior to commencing any of the work under the Contract; and
       3. the Contractor will comply with and discharge all obligations imposed on the Contractor, as principal contractor, as a person who conducts a business or undertaking and otherwise, by the Act, the Regulation and any other regulation in connection with health and safety.
    3. Without limiting any other obligations of the Contractor under this Contract, the Act, the Regulation or any other regulation, in relation to the work under the Contract, the Contractor will:
       1. consult with the Principal and consult with the designers of the whole or any part of a structure to be constructed under the Contract, about how to ensure that risks to health and safety arising from the design are eliminated during construction of the work under the Contract or, if it is not reasonably practicable to eliminate the risks, minimise the risks, so far as is reasonably practicable; and
       2. take into account and take appropriate action having regard to any information given to the Contractor by the Principal or any other person, about hazards and risks at or in the vicinity of the workplace where the work under the Contract is being carried out.
    4. The Contractor will indemnify the Principal against any claim, action, demand, loss, damage, cost or expense which may be brought against, or suffered or incurred by, the Principal as a result of or in connection with:
       1. any breach of this clause by the Contractor;
       2. any breach by the Contractor of its obligations under the Act, the Regulation or any other regulation in connection with health and safety;
       3. any enforcement of obligations imposed on the Contractor under the Act, the Regulation or any other regulations.
    5. If a notifiable incident occurs at the workplace at which the work under the Contract is being undertaken, the Contractor must:
       1. immediately notify the regulator and the Superintendent of the notifiable incident; and
       2. take all reasonably practicable steps to secure the Site where the notifiable incident occurred until an inspector arrives at the Site or any earlier time that an inspector directs.
    6. Without limiting any other obligation of the Contractor under this Contract, the Act, the Regulation or any other regulation, if material which might contain asbestos or other hazardous substance is discovered, the Contractor must:
       1. immediately notify the Superintendent; and
       2. comply with all applicable obligations and restrictions imposed by the Act, the Regulation and any other relevant regulation.

### PROTECTION OF PERSONS AND PROPERTY

###### Protection Measures

The Contractor shall take all measures necessary to protect people and property, including the Works, avoid unnecessary interference with passage of people and vehicles, prevent nuisance, unreasonable noise and disturbance. If the Contractor damages any property, the Contractor shall provide temporary protection for, and repair it at its cost.

###### Occupational Health and Safety Audit

* + 1. This clause 7.2 will not apply unless noted applicable in the Annexure.
    2. In this clause 7.2, the term ‘Accredited Auditor (Construction)’ means a person accredited by Workplace Health and Safety Queensland as an occupational health and safety auditor to undertake auditing pursuant to the *Work Health and Safety Act 2011* (Qld).
    3. Within 14 days of the date of acceptance of tender, the Contractor must engage an Accredited Auditor (Construction) to perform the functions specified in the Contract.
    4. The cost of performance by the Accredited Auditor (Construction) of the required functions will be reimbursed by the Principal in accordance with the provisions specified in the Contract. The reimbursable amount will be a debt due from the Principal to the Contractor.
    5. The Contractor must ensure that the Accredited Auditor (Construction) engaged under clause 7.2(c) has not:
       1. in the two years prior to the date of acceptance of tender, had a business or employment relationship with the Contractor including without limitation where the Accredited Auditor (Construction) has, either personally or as an employee or an agent of another person or entity, been involved in the development and/or maintenance of the Contractor’s occupational health and safety management system in any capacity other than by reason of having been engaged as an Accredited Auditor (Construction); or
       2. been engaged by the Contractor as an Accredited Auditor (Construction) more than three times within a 12 month period to perform the functions specified in the Contract.
    6. The Contractor must provide copies of all reports and any corrective action notices received from the Accredited Auditor (Construction) to the Superintendent within three days of receipt. In relation to corrective action notices, in addition to any other avenues available under the Contract:
       1. the Superintendent may direct the Contractor, by written notice, to carry out any required corrective action within the time specified in the Superintendent’s notice; or
       2. the Principal may take all necessary urgent action to protect the work under the Contract, and the cost incurred by the Principal shall be a debt due from the Contractor.
    7. A direction given under clause 7.2(f)(i) constitutes a direction under clause 16. If such a direction is given, the Contractor must inform the Superintendent in writing immediately upon completion of the corrective actions.

### SITE PERSONNEL REGISTER

From the commencement of work under the Contract until Practical Completion, the Contractor must maintain a register in the form in Schedule 2 (‘Site Personnel Register’) of all individuals who carry out work under the Contract on Site.

The Site Personnel Register must be available for inspection at all times by the Superintendent.

The Contractor must provide statistical information in the form in Schedule 2 (‘Site Personnel Register Summary’) to the Superintendent every 13 weeks and at such other times as the Superintendent may direct.

Failure to comply with this clause 8 constitutes a substantial breach of contract.

### TRAINING POLICY

###### For the purposes of clause 9:

‘Aboriginal or Torres Strait Islander’ means a person of Aboriginal or Torres Strait Islander descent who identifies as an Aboriginal or Torres Strait Islander and is accepted as such by the community in which he or she lives;

‘Apprentice’ or ‘Trainee’ has the meaning given to it in the Training Policy;

‘Compliance Plan’ means the plan developed by the Contractor demonstrating how the Contractor will comply with its obligations under this clause 9 and the Training Policy;

‘CSQ’ means Construction Skills Queensland;

‘DATSIP’ means the Department of Aboriginal and Torres Strait Islander Partnerships;

‘Deemed Hours’ means the number of hours calculated using the following formula:

Contract Sum (GST inclusive) x 0.0006;

‘Eligible Project’ means the work under this Contract where the Contract Sum is $500,000 or greater (including GST) and projects identified as Eligible Projects in the Training Policy;

‘Indigenous Economic Opportunities Plan’ means a plan that complies with the requirements of the Training Policy (template available via www.training.qld.gov.au/trainingpolicy) agreed to and signed by:

* + 1. the Contractor;
    2. the Principal; and
    3. the relevant Aboriginal or Torres Strait Islander council or authority, or where there is no relevant Aboriginal and Torres Strait Islander council or authority, DATSIP;

‘Indigenous Project’ means:

* + 1. an Eligible Project located in an Aboriginal or Torres Strait Islander community, or in the township of Weipa, or
    2. an Eligible Project located in a part of Queensland not referred to in paragraph (a) of this definition that is selected as an Indigenous Project by Queensland Government agencies or by the Director General of DATSIP,
    3. as further detailed in the Training Policy;

‘Practical Completion Compliance Report’ means a report prepared by the Contractor demonstrating the compliance by the Contractor with clause 9 and the Training Policy;

‘Training Policy’ means the Queensland Government Building and Construction Training Policy, published by the Department of Employment, Small Business and Training and located at www.training.qld.gov.au/trainingpolicy;

‘Training Policy Administration System’ or ‘TPAS’ means the electronic reporting system administered by CSQ for the submission of the Compliance Plan, the Practical Completion Compliance Report and the Indigenous Economic Opportunities Plan located via www.training.qld.gov.au/trainingpolicy.

###### Compliance with Training Policy

* + 1. Where the work under the Contract constitutes an Eligible Project, the Contractor must:
       1. within 10 working days of the date of acceptance of tender submit to CSQ via the TPAS, with a copy to the Superintendent, a completed Compliance Plan;
       2. within 15 working days of Practical Completion, submit to CSQ via the TPAS, with a copy to the Superintendent, a completed Practical Completion Compliance Report;
       3. comply with the Training Policy;
       4. ensure that new entrant Apprentices or Trainees, as set out in the Training Policy, work a minimum of 60% of the Deemed Hours applicable to the work under the Contract; and
       5. undertake other workforce training as set out in the Training Policy for the remaining Deemed Hours not allocated under clause 9.2(a)(iv).
    2. Where the work under the Contract constitutes an Indigenous Project the Contractor must, in addition to the requirements set out in clause 9.2(a):
       1. within 10 working days of the date of acceptance of tender submit to CSQ via the TPAS, with a copy to the Superintendent, a completed Indigenous Economic Opportunities Plan;
       2. ensure that Aboriginal and Torres Strait Islander Apprentices and/or Trainees, and local Aboriginal and Torres Strait Islander workers work the Deemed Hours applicable to the work under the Contract as set out in the Training Policy;
       3. ensure that, in addition to the requirements set out in clause 9.2(b)(ii), the Contractor complies with the Indigenous Economic Opportunities Plan such that 3% of the Contract Sum is allocated toward the agreed Indigenous Economic Opportunities Plan in carrying out the work under the Contract; and
       4. within 15 working days of the Date of Practical Completion, or if there is more than one the last occurring Date of Practical Completion, submit to CSQ via the TPAS, with a copy to the Superintendent, the achievement of outcomes against the Indigenous Economic Opportunities Plan in accordance with the Training Policy.
    3. Nothing in clauses 9.2(a) or 9.2(b) limits or alters the Contractor’s obligation to comply with the Training Policy generally.
    4. The Contractor acknowledges that failure to comply in part or in whole with the requirements of clause 9 will be a substantive factor that will be taken into account in the process of awarding future contracts by the Principal (the State of Queensland).

### CARE OF WORK AND REINSTATEMENT OF DAMAGE

The Contractor shall be responsible for the care of the whole of the work under the Contract. If loss or damage occurs to the work under the Contract (other than loss or damage caused by any of the Excepted Risks), the Contractor shall at the Contractor’s cost rectify such loss or damage.

The Excepted Risks are:

* + 1. any negligent act or omission of the Principal, the Superintendent or the employees, consultants or agents of the Principal;
    2. any risk specifically excepted in the Contract;
    3. war, invasion, act of foreign enemies, hostilities, (whether war be declared or not), civil war, rebellion, revolution, insurrection or military or usurped power, martial law or confiscation by order of any Government or public authority;
    4. ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel not caused by the Contractor or the Contractor’s employees or agents;
    5. use or occupation by the Principal or the employees or agents of the Principal or other contractors to the Principal (not being employed by the Contractor) of any part of the work under the Contract;
    6. defects in such part of the design of the work under the Contract provided by the Principal, as is not included in the Contractor’s warranties under clause 3.

### INDEMNITY BY THE CONTRACTOR

The Contractor indemnifies the Principal against:

* + 1. Loss of or damage to the Principal’s property; and
    2. Claims by any person in respect of injury, death or loss of or damage to any property,

resulting from or in any way connected with the Contractor carrying out the work under the Contract, but the Contractor’s liability to indemnify the Principal shall be reduced proportionally to the extent that an act or omission of the Principal, or its employees or agents, contributed to the loss, damage, death or injury.

### INSURANCE OF WORKS

This clause 12 will apply unless otherwise noted in the Annexure.

Before the Contractor commences work, the Contractor shall have an insurance policy covering all the things referred to in clause 10 against loss or damage resulting from any cause whatsoever until the Contractor ceases to be responsible for their care.

The insurance cover may exclude:

* + 1. the cost of making good fair wear and tear or gradual deterioration but shall not exclude the loss or damage resulting therefrom;
    2. the cost of making good faulty workmanship and materials but shall not exclude the loss or damage resulting therefrom;
    3. consequential loss of any kind, but shall not exclude loss of or damage to the Works;
    4. damages for delay in completing or for the failure to complete the Works;

### PUBLIC LIABILITY AND PROFESSIONAL INDEMNITY INSURANCE

Before commencing work the Contractor shall have:

* + 1. public liability insurance for an amount not less than the amount stated in the Annexure, covering the Contractor’s liability to the Principal for loss of or damage to property and death or injury to any person; and
    2. professional indemnity insurance for not less than the amount stated in the Annexure.

The Contractor shall maintain the insurance policies required by this clause 13 for the duration of the Contract and produce evidence of insurance if requested.

Failure by the Contractor to provide evidence of insurance shall constitute a substantial breach of the Contract by the Contractor.

### INSURANCE OF EMPLOYEES (WORKCOVER)

Before commencing work the Contractor shall have insurance of persons employed by the Contractor. The Contractor shall maintain such insurances for the duration of the Contract and produce evidence of insurance if requested. The Contractor shall ensure that every subcontractor is similarly insured.

Failure by the Contractor to provide evidence of insurance shall constitute a substantial breach of the Contract by the Contractor.

### PROVISIONAL SUMS

A provisional sum or rate included in the Contract shall not itself be payable by the Principal but where at the direction of the Superintendent the work or item to which the provisional sum or rate relates is performed, supplied or incurred the work or item shall be assessed by the Superintendent pursuant to clause 27. The amount added for profit and attendance shall be 12.5%.

### MATERIALS AND WORKMANSHIP

All materials used in any work under the Contract and the standards of workmanship shall be in conformity with the provisions of the Contract. In the absence of such provisions in the Contract the material or standard of workmanship as the case may be shall be of a kind which is suitable for its purpose and is consistent with the nature and character of the Works. Unless otherwise specified, all materials shall be new and workmanship shall be in accordance with the relevant manufacturer’s recommendations or, if none, the relevant Australian Standard where applicable. Apart from any tests specified, the Superintendent may at any time direct that any materials or work shall be examined and/or tested and if necessary, rectified or replaced.

The Contractor shall comply with any direction by the Superintendent to remedy any work not in accordance with the Contract including but not limited to, defective work, loss or damage to work under the Contract and cleaning of the Site, within the period of time stipulated in writing by the Superintendent. If the Contractor fails to comply with such a direction to carry out rectification work within the time stipulated, the Principal may have the rectification work the subject of the direction carried out by others at the Contractor’s expense or may accept the work at a reduced value. The Principal may deduct the cost of rectification work or reduced value from payments or recover the cost or reduced value as a debt due from the Contractor. The Principal may deduct the estimated cost of rectification work from payments until such time as the Principal has incurred the cost of rectification.

### TIME FOR COMMENCEMENT

The Contractor shall commence work under the Contract within the time stated in the Annexure and shall, unless otherwise permitted, give at least two days notice to the Superintendent prior to the commencement of work.

### TIME FOR COMPLETION

The Contractor shall execute the Works to Practical Completion by the Date for Practical Completion or within any extended time agreed in writing by the Superintendent.

### EXTENSION OF TIME FOR PRACTICAL COMPLETION

The Contractor shall be entitled to an extension of time if it is or will be delayed in reaching Practical Completion by the Date for Practical Completion by:

* + 1. any act, default or omission of the Principal, the Superintendent or an employee, contractor or agent of the Principal; or
    2. those causes other than:
       1. acts or omissions of the Contractor (including its employees, agents and subcontractors); and
       2. industrial conditions or inclement weather occurring after the Date for Practical Completion,

and within 28 days after the delay occurs the Contractor gives the Superintendent a written claim for an extension of time for Practical Completion setting out the facts on which the claim is based.

Where more than one event causes concurrent delays and the cause of at least one of those events does not entitle the Contractor to an extension of time, then to the extent that the delays are concurrent the Contractor shall not be entitled to an extension of time for Practical Completion.

The Superintendent may extend the Date for Practical Completion for any reason.

### DELAY OR DISRUPTION COSTS

Where the Contractor has been granted an extension of the time under clause 19 for any delay or disruption caused by the Superintendent, the Principal or the Principal’s other contractors, employees, consultants, or agents, the Principal shall pay the Contractor extra costs at the daily rate worked out in accordance with the following formula:

(6.5% of the contract sum (exclusive of GST) ÷ (5 x the period of time (in weeks) for Practical Completion as per clause 18)

Nothing in this clause shall oblige the Principal to pay extra costs for delay or disruption which have already been included in the value of a variation or any other payment under the Contract.

### SEPARABLE PORTIONS

The Superintendent may, at any time, determine that a part of the Works will be regarded as a separable portion. The interpretations of:

* + 1. Practical Completion; and
    2. clauses 10, 19, 20, 22, and 23,

shall apply separately to each separable portion and references therein to the Works and to work under the Contract shall mean so much of the Works and the work under the Contract as is comprised in the relevant separable portion.

### LIQUIDATED DAMAGES

If the Contractor fails to complete the Works by the Date for Practical Completion together with any extensions of time granted by the Superintendent, the Contractor shall be liable to the Principal for liquidated damages in the amount stated in the Annexure for every day after that date until Practical Completion has been achieved or the Contract terminated, whichever is sooner.

### DEFECTS LIABILITY PERIOD

The Contractor shall promptly rectify all defects and omissions notified to the Contractor during the defects liability period stated in the Annexure. If the Contractor fails to do so, the Principal may have the omission or defect remedied by other persons and the cost so incurred shall be a debt due to the Principal which may be deducted from payments.

### CLEANING OF SITE

The Contractor shall keep the Site and the Works clean and tidy and regularly remove from the Site rubbish and surplus material arising from the execution of the Works. On completion of the Works the Contractor shall clear away and remove from the Site all constructional plant, surplus materials, rubbish and temporary works of every kind.

### VARIATIONS

The Superintendent may direct in writing a variation to any work under the Contract and the Contractor shall promptly comply with that direction. The Contractor shall submit to the Superintendent a detailed price for the variation within 14 days of the direction. The variation shall be valued by agreement between the Contractor and the Superintendent or failing agreement, by the Superintendent, and the Contract price adjusted accordingly. The valuation shall include an amount for the Contractor’s profit and attendance of 12.5%. No payment for additional work shall be made unless the additional work is authorised in writing by the Superintendent.

### LATENT CONDITION

If the Contractor discovers physical conditions on the Site or its surroundings, excluding weather conditions, which differ materially from those which should reasonably have been anticipated at the time of tender if it had:

* + 1. examined all information made available in writing by the Principal to the Contractor for the purpose of tendering; and
    2. examined all information relevant to the risks, contingencies and other circumstances having an effect on the tender and obtainable by the making of reasonable enquiries; and
    3. inspected the Site and its surroundings,

the Contractor shall immediately notify the Superintendent in writing and may request that a variation be directed pursuant to clause 25.

The Superintendent may issue a direction in respect of the latent condition, and the Contractor shall be entitled to claim an extension of time for delays, and may be entitled to reimbursement of reasonable costs necessarily incurred as a consequence of the latent condition and directions issued in respect thereof.

### PAYMENT

Subject to the prior receipt by the Superintendent of the information required by clause 28, at the times stated in the Annexure, upon Practical Completion and prior to the expiration of the time prescribed in clause 23, the Contractor shall give the Superintendent a detailed payment claim supported by information the Superintendent may reasonably require.

Within 10 business days after receipt of a claim for payment the Superintendent shall assess the claim and shall issue a payment certificate stating the amount of the payment to be made by the Principal or the Contractor. The Superintendent shall set out in a payment certificate the calculations employed to arrive at the amount certified and, if the amount is more or less than the amount claimed by the Contractor, the reasons for the difference.

Within 15 business days of receipt of the claim for payment, the Principal shall pay the amount certified by the Superintendent or the amount claimed, if the Superintendent has not so certified.

Payment shall take into account the deduction of retention moneys (if any) and any other amount which the Principal may be entitled to deduct or which is due and payable by the Contractor to the Principal whether under the Contract, any other contract or independent of contract. If the moneys to be deducted are insufficient to discharge the liability of the Contractor the Principal may have recourse to retention moneys or unconditional undertakings provided in lieu of retention moneys.

Payment of moneys to the Contractor shall not be evidence of the value of work or an admission of liability or evidence that work has been executed satisfactorily but shall be a payment on account only. The Superintendent may by a later payment certificate correct an error in a previous payment certificate. Nothing in this Contract shall oblige the Principal to pay for work that is not in accordance with the Contract, or for plant or materials not incorporated in the Works on Site.

For the purposes of the *Building Industry Fairness (Security of Payment) Act 2017* (Qld), the Superintendent is authorised to receive payment claims and to issue payment schedules on behalf of the Principal.

Retention moneys (if any) are for the purpose of ensuring the due and proper performance of the Contract and the Contractor may at any time provide in lieu of retention moneys, security in the form provided for in the Contract or such other form as approved by the Principal. If the Contractor has provided security in lieu of retention moneys, the Principal may at any time convert into money security that does not consist of money whether or not the Principal is then entitled to exercise a right under the Contract in respect of the security. The Principal shall not be liable in any way for any loss occasioned by such conversion.

The Principal’s entitlement to retention moneys (if any) shall be reduced to the percentage provided for in the Annexure when the Contractor has achieved Practical Completion as certified by the Superintendent.

Without limiting the Principal’s rights under any other provision in the Contract and notwithstanding the provisions of or the issue of a certificate by the Superintendent under this clause 27, the Principal may deduct from any moneys due to the Contractor any sum which is payable by the Contractor to the Principal whether or not the Principal’s right to payment arises by way of damages debt restitution or otherwise and whether or not the factual basis giving rise to the Principal’s right to payment arises out of this Contract, any other contract, or is independent of any contract. If the moneys payable to the Contractor are insufficient to discharge the liability of the Contractor to pay such sum to the Principal, the Principal may have recourse to retention moneys (whether or not these are held by the Principal in alternative form pursuant to clause 27). Nothing in this clause shall affect the right of the Principal to recover from the Contractor the whole of such moneys or any balance that remains owing.

### PAYMENT OF WORKERS AND SUBCONTRACTORS

At the request of the Contractor and out of moneys payable to the Contractor the Principal may on behalf of the Contractor make payment directly to a worker or subcontractor/

Prior to the making of a payment claim the Contractor must deliver to the Superintendent an original statutory declaration in the form in Schedule 4 completed by the Contractor, or where the Contractor is a corporation, by the representative of the Contractor who is in a position to know the facts attested to that:

* + 1. all subcontractors and any sub subcontractor performing work under the Contract have been approved by the Superintendent in accordance with clause 5; and
    2. all subcontractors of the Contractor have been paid all that is due and payable to such subcontractors up to the date of submission by the Contractor of a payment claim in respect of the work under the Contract; and
    3. all its workers who at any time have been engaged on work under the Contract by the Contractor have been paid, in accordance with the relevant award or industrial instrument, all moneys due and payable to them up to the date of submission by the Contractor of a payment claim, in respect of their engagement on the work under the Contract; and
    4. the Site Personnel Register maintained in accordance with clause 8 is current and correct; and
    5. the Contractor has informed all subcontractors and any sub subcontractors performing work under the Contract of the existence of the *Building Industry Fairness (Security of Payment) Act 2017* (Qld); and

if requested in writing, reasonable supporting documentary evidence thereof.

The Contractor acknowledges that the Principal may release to a subcontractor details of payments in percentage terms made by the Principal to the Contractor in respect of the Works or any part thereof.

If a worker or subcontractor obtains a court order in respect of monies unpaid and the subject of a statutory declaration under clause 28, and produces to the Principal the court order and a statutory declaration that it remains unpaid, the Principal may pay the amount of the order, and costs included in the order, to the worker or subcontractor and the amount paid shall be a debt due from the Contractor to the Principal.

After the making of a sequestration order or a winding up order in respect of the Contractor, the Principal shall not make any payment to a worker or subcontractor without the concurrence of the official receiver or trustee of the estate of the bankrupt or the liquidator as the case may be.

### DEFAULT OF CONTRACTOR

###### Notice to Show Cause

Subject to clause 29.3, if the Contractor fails to commence the work under the Contract within the time for commencement stated in the Annexure, or fails to proceed with the work at a reasonable rate of progress, or commits any substantial breach of the Contract, the Principal may, by written notice, require the Contractor to show cause by the date specified in the notice, why the Principal should not exercise a right under clause 29.2.

###### Failure to Show Cause

If the Contractor fails to show reasonable cause by the date specified by the Principal, then the Principal shall have the power upon notice in writing to the Contractor to terminate the Contract or suspend payment and take the work remaining to be completed wholly or partly out of the hands of the Contractor without prejudice to any rights of the Principal under the Contract or at common law.

###### Right to Terminate or Take Over

* + 1. If the Contractor:
       1. fails to hold a current licence required to perform the work under the Contract; or
       2. becomes insolvent or bankrupt, or being a company goes into liquidation, or takes or has instituted against it any action or proceedings which has as an object or may result in bankruptcy or liquidation; or
       3. enters into a debt agreement, a deed of assignment or a deed of arrangement under the *Bankruptcy Act 1966* (Cth), or, being a company, enters into a deed of company arrangement with its creditors, or an administrator or controller is appointed; or
       4. has a receiver or a receiver and manager appointed or a mortgagee goes into possession of any of its assets,

the Principal may, without giving a notice to show cause, exercise a right under clause 29.2, but only when and to the extent that there is no restriction on enforcing that right under the Part 5.1, Part 5.2, or Division 17 of Part 5.3A *Corporations Act 2001* (Cth).

###### Effect of Show Cause Notice

Notwithstanding any other provisions of this Contract, upon the giving of a notice under clause 29.2:

* + 1. the Contractor is not entitled to make a claim for payment; and
    2. the Principal may suspend payments to the Contractor;

until the earlier of:

* + - 1. the date upon which the Contractor shows reasonable cause;
      2. the date upon which the Principal takes action under clause 29.2; or
      3. the date which is 7 calendar days after the last day for showing cause in the notice under clause 29.1.

###### Take work out of hands of Contractor

In the event that the Principal takes the work out of the hands of the Contractor, the Principal may itself or by means of other persons, complete the whole or any part of that work and may without payment of compensation take possession of the constructional plant and other things on or in the vicinity of the Site that are owned by the Contractor. If the cost incurred by the Principal in completing the work is greater than the amount which would have been paid to the Contractor if the Contractor had completed the work, the difference shall be a debt due from the Contractor to the Principal, otherwise any difference shall be a debt due from the Principal to the Contractor.

### DISPUTES

Within 14 days of a dispute arising either party may refer it to the Superintendent. Within 28 days of receiving notice of dispute the Superintendent shall give its written decision to each party. If the Superintendent fails to give the decision, or if either party is dissatisfied with it, the parties shall within 14 days of receipt of the decision, or the date upon which it should have been given, confer at least once to attempt to resolve the dispute.

### GOODS AND SERVICES TAX (GST) AND PAY AS YOU GO (PAYG)

###### Treatment of GST

* + 1. The consideration agreed to be paid for any taxable supplies under the Contract (as at the date of acceptance of tender) includes any GST.
    2. Any consideration to be paid for any other taxable supply under or in connection with the Contract shall have GST added to it, where the amount of the consideration (or amounts used to calculate that amount) are:
       1. provided for by the Contract and stated to exclude GST; or
       2. not provided for by the Contract.
    3. Where a party is obliged to pay an amount calculated by reference to the cost, expense, loss or other liability of the other party, the calculation must be net of input tax credits available to the other party in respect of the cost, expense, loss or other liability.
    4. Terms defined by *A New Tax System (Goods and Services Tax) Act 1999* (Cth) that are used in this clause 31 shall have the meaning given to them in that legislation.

###### Tax Invoices

#### \*Alternative 1

* + 1. A party making a taxable supply must issue to the other a tax invoice or adjustment note (as the case may require) within 5 business days after each of the following occurring in relation to that taxable supply:
       1. the party submitting a claim for payment that is not in the form of a valid tax invoice;
       2. the Superintendent certifying an amount for payment different to the amount claimed;
       3. the amount for payment being otherwise determined to be different to the amount claimed or (if applicable) certified.
    2. For the purposes of GST legislation, upon the occurrence of any of the events specified in paragraph (a)(i), (ii) or (iii), the Principal shall be taken to have requested the Contractor to provide to the Principal the tax invoice or adjustment note referred to in paragraph (a).

#### \*Alternative 2

* + 1. Tax invoices and adjustment notes required by GST legislation for any taxable supplies under the Contract shall be issued by the Principal (and not the Contractor) unless the Principal:
       1. ceases to be entitled to do so under GST legislation; or
       2. gives the Contractor written notice that it does not intend issuing recipient created tax invoices for a taxable supply to the Principal by the Contractor,

in which case Alternative 1 will then apply.

* + 1. The Contractor must notify the Principal immediately it becomes aware of an adjustment event occurring.
    2. Each party acknowledges it was registered for GST when it entered into the Contract and agrees it will notify the other immediately it becomes aware of it ceasing to be registered for GST.

###### PAYG Withholding

* + 1. Whenever the Contractor does not have an Australian Business Number (ABN) or the Principal becomes aware that the Contractor’s ABN notified to it is incorrect or the Principal otherwise reasonably considers itself bound by law to do so, the Principal shall be entitled to withhold from any payment otherwise due to the Contractor under or in connection with the Contract, amounts calculated and to be withheld in accordance with the law.
    2. Subject to paragraph (c), each time the Contractor makes a claim for any payment under or in connection with the Contract, the Contractor shall be taken to warrant to the Principal that it is an Australian resident for the purposes of the foreign resident withholding provisions in Subdivision 12-FB of the *Taxation Administration Act 1953* (Cth).
    3. The warranty in paragraph (b) shall not apply to the extent the Contractor has notified the Principal in writing that it is not an Australian resident before any claim for payment is made.

### INFORMATION PRIVACY ACT

If the Contractor collects or has access to Personal Information in order to carry out work under the Contract, the Contractor must:

* + 1. if the Principal is an ‘agency’ within the meaning of the *Information Privacy Act 2009* (Qld) (IPA), comply with Parts 1 and 3 of Chapter 2 of the IPA in relation to the discharge of its obligations under the Contract as if the Contractor was the Principal;
    2. not use Personal Information other than in connection with carrying out work under the Contract, unless required or authorised by law;
    3. not disclose, or transfer outside of Australia, Personal Information without the prior written consent of the Principal, unless required or authorised by law;
    4. ensure that its officers, employees, agents and subcontractors do not access, use or disclose Personal Information other than in connection with carrying out work under the Contract;
    5. ensure that its subcontractors who have access to Personal Information comply with obligations the same as those imposed on the Contractor under this clause;
    6. fully co-operate with the Principal to enable the Principal to respond to applications for access to, or amendment of a document containing an individual’s Personal Information and to privacy complaints; and
    7. comply with such other privacy and security measures as the Principal may reasonably require from time to time.

On request by the Principal, the Contractor must obtain from its employees, officers, agents or subcontractors carrying out work under the Contract, an executed deed of privacy in a form acceptable to the Principal.

The Contractor must immediately notify the Principal on becoming aware of any breach of clause 32.

This clause will survive the termination or expiry of the Contract.

In this clause, ‘Personal Information’ is information or an opinion, including information or an opinion forming part of a database, whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained, from the information or opinion.

### ANTI-COMPETITIVE CONDUCT, CONFLICT OF INTEREST and CRIMINAL ORGANISATIONS

The Contractor warrants that neither it, nor its Personnel\* have engaged in, or will engage in, any collusive, anti-competitive or similar conduct in connection with the Contract, any associated Tender or any actual or potential contract with any entity for the Works. In addition to any other remedies available to it under Law or contract, the Principal may, in its absolute discretion, immediately terminate the Contract if it believes the Contractor has engaged in collusive or anti-competitive conduct.

The Contractor warrants that it and its Personnel do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations where a Conflict of Interest\*\* is created, or might appear to be created, in conflict with its obligations under this Contract, except as disclosed. If the Principal requests, the Contractor must obtain from its Personnel a signed conflict of interest declaration in a form acceptable to the Customer.

The Contractor warrants that neither it nor its Personnel have been convicted of an offence where one of the elements of the offence is that the person is a participant in a criminal organisation within the meaning of section 161P of the *Penalties and Sentences Act 1992* (Qld).

The warranties in this clause are provided as at the date of the Contract and on an ongoing basis. The Contractor warrants that it will immediately notify the Principal if it becomes aware that any warranty made in this clause 33 was inaccurate, incomplete, out of date or misleading in any way when made, or becomes inaccurate, incomplete, out of date or misleading in any way. In addition to any other remedies available to it under Law or contract, the Principal may, in its absolute discretion, immediately terminate the Contract if it believes the Contractor has breached any warranty in this clause.

\*Personnel means officers, directors, employees, agents and subcontractors;

\*\*Conflict of Interest includes any actual, reasonably anticipated or perceived conflict of interest, whether personal, financial, professional or otherwise.

### QUEENSLAND PROCUREMENT POLICY

The Contractor must, and must ensure its subcontractors, in carrying out the work under the Contract, comply with:

* + 1. the principles of the Queensland Procurement Policy (Policy) and any requirements under the Contract in this regard; and
    2. the Ethical Supplier Threshold.

The Contractor acknowledges that a failure to comply with the Principal’s policies that apply to the work under the Contract or the Contractor’s obligations under the Contract can result in the imposition of a demerit or sanction under the Ethical Supplier Mandate, in addition to any other remedies available to the Principal under this Contract.

Failure to comply in any respect with the requirements of the Policy will be considered a substantial breach of Contract.

## ANNEXURE

|  |  |  |
| --- | --- | --- |
| Item | | |
|  | The Principal (clause 1): | The State of Queensland through |
|  | The address of the Principal: |  |
|  | The Superintendent (clause 1): | As per Letter of Acceptance |
|  | The address of the Superintendent: | As per Letter of Acceptance |
|  | Quality system (Conditions of Tender, clause 10): |  |
|  | Party to engage the Building Certifier (clause 4): | \*Principal/\*Contractor (\*Delete one)  (\*If nothing stated – Contractor) |
|  | Occupational Health & Safety Audit (clause 7.2): | \*Applicable / \*Not applicable (\*Delete one)  [GUIDE NOTE: Applicable unless the Contract Sum is less than $500,000 inclusive of GST, the construction period does not exceed 16 weeks, or the Contract is not a for a government building project, under the Capital Works Management Framework.] |
|  | Indigenous Project (clause 9.1): | \*Yes / \*No (\*Delete one) |
|  | Insurance of Works (clause 12): | \*Applicable / \*Not applicable (\*Delete one)  (If nothing stated – Applicable) |
|  | Amount of Public Liability Insurance (clause 13): | $  (If nothing stated – $20 million) |
|  | Amount of Professional Indemnity Insurance (clause 13): | $  (If nothing stated – $2 million) |
|  | Time for commencement (clause 17): | \*within …… days of acceptance or \* …/…/20.. (\*Delete one) |
|  | Date for Practical Completion (clause 18): | \*within …… weeks from acceptance or \*…/…/20…  (\*Delete one) |
|  | Liquidated Damages (clause 22): | $ …… per day (GST not applicable) |
|  | Defects Liability Period (from Practical Completion) (clause 23): | (If nothing stated – 52 weeks) |
|  | Time for making payment claims (clause 27): | (If nothing stated – Monthly) |
|  | Retention moneys deducted from progress payments (clause 27): | 10% of the value of work completed (excl. GST) until 5% of the contract sum, (excl. GST) is held |
|  | Retention moneys held after Practical Completion (clause 27): | 2.5% of the contract sum (excl. GST) |
|  | GST and PAYG (clause 31.2): | \*Alternative 1 / \*Alternative 2 (\*Delete one)  (If nothing stated – Alternative 1) |

## SCHEDULES

SCHEDULE 1 – Request for Approval to Subcontract / Sub subcontract

#### (Clause 3)

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| Re: Contract for | |  | | | | | |
| specify the Contract | | | | | |
| Pursuant to clause 3 of the Conditions of Contract for Medium Works I request approval to enter into a subcontract for  specify the nature of the work | | | | | | | |
| The proposed subcontractor is | | |  | | | | |
| specify the Subcontractor’s name | | | | |
| ACN: |  | | | | ABN: |  | |
| of | | | | | | | |
| specify the Subcontractor’s address | | | | | | | |
| Licence Number: | |  | | | Category: | |  |
| Trade: | |  | | | Restrictions (if any): | |  |
| and the total value of the proposed subcontract is | | | | $ | | | |
| specify the subcontract value | | | |

I confirm that the proposed subcontractor:

1. has a personal services business determination in effect from the Australian Taxation Office under the *Income Tax Assessment Act 1997* (Cth); or
2. in relation to the work to be performed under the subcontract:
   1. will be paid to achieve a specified result or outcome; and
   2. is required to supply the plant and equipment or tools of trade needed to perform the work; and
   3. will be liable for the cost of rectifying any defect in the work performed.

I warrant that if approval is granted, the subcontract will be entered into in accordance with the above.

|  |  |
| --- | --- |
| Signed |  |
| Date | …/…/…… |

SCHEDULE 2 – Site Personnel Register

#### (Clause 6.1)

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| Project Name: | |  | | | | Project Location: | | |  | | |
| Contractor’s Name: | |  | | | | Project Registration Number: | | |  | | |
| Name | Is this person an owner/partner of an approved subcontractor/ sub subcontractor?  Y or N  (if N please complete the rest of the table as applicable) | | Is this person remunerated in accordance with an award or registered agreement?  Y or N  (if Y please complete column (d) and (e) only; if N complete columns (e) to (i) only) | Name of award or registered agreement?  (if applicable) | Name of this person’s Employer? | | Is a WorkCover premium paid in respect of this person?  Y or N | Are superannuation contributions made in respect of this person?  Y or N | | Is tax withheld from payments made to this person?  Y or N | Is Payroll tax paid in respect of this person where applicable?  Y or N  or  N/A |
| (a) | (b) | | (c) | (d) | (e) | | (f) | (g) | | (h) | (i) |
|  |  | |  |  |  | |  |  | |  |  |

Note: If the answer to the question in column (b) is NO, the individual concerned will be considered to be a ‘worker’ as that term is defined in the *Workplace Health and Safety Act 2011* (Qld) and the *Workers’ Compensation and Rehabilitation Act 2003* (Qld) unless evidence can be provided to the contrary*.*

SCHEDULE 2 (cont’d) – Site Personnel Register Summary

#### (Clause 6.3)

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
| Project Name: | |  | Project Location: |  | |
| Contractor’s Name: | |  | Project Registration Number: |  | |
| Response | | | | | Total |
| 1. Total number that responded **Y** to the question in column (b)? | | | | |  |
| 1. Total number that responded **N** to the question in column (b) and **Y** to the question in column (c)? | | | | |  |
| 1. Total number that responded **N** to the question in column (b) and **N** to the question in column (c)? | | | | |  |
| 1. Total number that responded **N** to the question in column (f) | | | | |  |
| 1. Total number that responded **N** to the question in column (g) | | | | |  |
| 1. Total number that responded **N** to the question in column (h) | | | | |  |
| 1. Total number that responded **N** to the question in column (i) | | | | |  |
|  | | | | | |
| Signed |  | | | | |
| Date | …/…/…… | | | | |

SCHEDULE 3 – TRAINING POLICY

#### (Clause 7)

Privacy Statement – The Queensland Government Building and Construction Training Policy

This Privacy Statement is to be provided to each participant on an eligible Queensland Government funded Building and Civil Construction project to comply with the *Information Privacy Act 2009* (Qld).

The Queensland Government Building and Construction Training Policy (the Training Policy) requires that a minimum of 10 per cent of the total labour hours on eligible Queensland Government building or civil construction projects be undertaken by apprentices and/or trainees and through other workforce training. Contractors are required to provide evidence of compliance with the Training Policy, and this information will ultimately be considered in any review of their eligibility to tender for future government work.

The Department of Employment, Small Business and Training (DESBT) requires that contracted organisations collect personal information from participants including:

|  |  |
| --- | --- |
| Apprentice or Trainee | Registration ID  Name  Engaged as Apprentice or Trainee  Employer  Indigenous status  Total hours |
| Cadet  Undergraduate  Employee  Student  Indigenous Employee | First & surname name  Engaged as Cadet/Undergraduate/ Tradesperson/Non-Tradesperson/Prevocational Student (SWL)  Indigenous status  Total Hours |

Contracted organisations must provide this information to Construction Skills Queensland (CSQ), as CSQ administers contractor compliance data on behalf of the Queensland Government, through the Training Policy Administration System (TPAS).

CSQ will consider the information and determine if there is non-compliance with the Training Policy by the contracted organisation. If CSQ determines that there is non-compliance with the Training Policy, personal information may be provided to DESBT, the State Government agency procuring the project or the designated Principal Contractor.

Annual performance reports regarding a contractor’s compliance with the policy will be provided by DESBT to the Director-General of each Queensland Government agency.

Records collected will be treated as a public record and will be retained as required by the *Public Records Act 2002* (Qld). For the term that the record is maintained, CSQ will only use this information to administer the Training Policy on the Queensland Government’s behalf.

Only authorised officers will have access to this information and personal information will not be disclosed to any other third party without consent unless authorised or required under law.

A person may apply to access their personal information stored. Should a person have any queries regarding the information held about themselves, including if they think that the personal information held is incorrect in any way, or is out of date, please CSQ at [info@csq.org.au](mailto:info@csq.org.au) or on 1800 798 488.

SCHEDULE 4 – Statutory Declaration by Contractor

#### Oaths Act 1867

Queensland

To Wit

I, of

in the State of Queensland, do solemnly and sincerely declare that, in relation to the Contract between the State of Queensland through

(“the Principal”) and

(“the Contractor”) for (“the Contract”).

1. I hold the position of . I am in a position to know the facts contained herein and to bind the Contractor by the terms of this declaration, and I am duly authorised by the Contractor to make this declaration on its/their behalf.
2. All subcontractors and sub subcontractors performing work under the Contract have been approved by the Superintendent in accordance with clause 3.
3. All the Contractor’s workers who at any time have been engaged on work under the Contract by the Contractor have been paid, in accordance with the relevant award or industrial instrument, all moneys due and payable to them up to the date of submission by the Contractor of Payment Claim No………….
4. All subcontractors of the Contractor have been paid all that is due and payable to them up to the date of submission by the Contractor of Payment Claim No …………. in respect of their part of the work under the Contract.
5. The Site Personnel Register maintained in accordance with clause 6 of the conditions of contract is current and correct.
6. All subcontractors and sub subcontractors performing work under the Contract have been informed of the existence of the *Building Industry Fairness (Security of Payment) Act 2017* (Qld).

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Act 1867*.

|  |  |  |
| --- | --- | --- |
|  | |  |
| Name of Contractor | | Signature of Contractor |
| Taken and declared before me at | in the State of | |
| this ………… day of …………… 20… | |
|  | |  |
| A Justice of the Peace/ Legal Practitioner/ Commissioner of Declarations |

SCHEDULE 5 – INFORMATION FOR SUBCONTRACTORS

The Queensland Government has enacted the *Building Industry Fairness (Security of Payment) Act* *2017* (Qld) to assist in providing security of payment and timely payments for subcontractors in the building and construction industry.

The *Building and Construction Industry Payments Act 2004* (Qld) and the *Subcontractors’ Charges Act 1974* (Qld) have been repealed and have been replaced by the *Building Industry Fairness (Security of Payment) Act 2017* (Qld).

Further information on the *Building Industry Fairness (Security of Payment) Act 2017*, including approved forms, can be accessed on the Queensland Building and Construction Commission website at [www.qbcc.qld.gov.au](http://www.qbcc.qld.gov.au).