WORK ORDER

Work Order Number: **41530-15424**
Riverwall Job Number: **41530**

Date of Request: 06/02/2026
Requested By: Yuyan Yang

Attention: All Doors NSW Pty Ltd
96 128 338 643

sales@alldoorsnsw.com.au

Dear All Doors NSW Pty Ltd ,

Please review the below Contract Information Prior to attending the site and commencing works.

CONTRACT INFORMATION:

Project	QUEST SERVICED APARTMENTS
Site	10 Atchison Street, St Leonards NSW 2065
Subcontractor	All Doors NSW Pty Ltd
Project Manager	Steve Vamiadakis
	0431 220 829 , steve.vamiadakis@riverwall.com.au
Site Supervisor	Steve Vamiadakis
	0431 220 829 , steve.vamiadakis@riverwall.com.au
Riverwall Representative	Yuyan Yang
	, yuyan.yang@riverwall.com.au
Agreement Sum (ex GST)	10,500.00
Program - Start Date	
Date for Completion	
Drawings	Not Applicable
Security	Not Applicable
Liquidated Damages	Not Applicable
Delay Costs	Not Applicable

Safe Work Method statement to be forwarded to Project manager at head office minimum 3 days prior to starting on site.	**REQUIRED**
Each Submitted Progress Claim/Tax Invoice must detail the **Project Ref No. & the Works Order No.** on the Claim.	**REQUIRED**
Progress Claim/Tax Invoice - Documentation **(a) a completed Subcontractor's Statement (template attached)** **(b) Copy of company insurances - Public Liability and Workers Compensation** **(c) Tax invoices to be submitted to payables @riverwall.com.au and Project Manager via email**	**REQUIRED**

DRAWINGS/SPECIFICATION (Agreement documents):

Refer to Attached Drawings/Specifications as listed below:

Not Applicable

SCOPE OF WORKS

Please attend 10 Atchison Street, St Leonards, NSW 2065 and complete the following scope of works listed below.

The Subcontractor shall provide all labour, materials, transport, plant and equipment to successfully complete the works at the Site including but not limited to:

Automatic Gates
Carpark
Remove and replace automatic boom gate control mechanism and arm to match existing. Reinstate new gate with existing magnetic readers, control readers, comms with control room, electrical services

Totals	Totals
Subtotal	$10,500.00
GST	$1,050.00
Total	**$11,550.00**

Distribution: PM / ACCOUNTS / PROJECT FILE / SUBCONTRACTOR

Riverwall Constructions Pty Ltd

SPECIAL CONDITIONS

Not Applicable

Acceptance

The Works are to be completed in accordance with the annexed terms and conditions. Commencement of the Works will be deemed to be acceptance of those conditions.

CONDITIONS OF WORKS ORDER

1. Definitions

(a) Capitalised terms used in these conditions but not otherwise defined have the meanings given in the attached Works Order.
(b) **Agreement** has the meaning given in clause 31.1(b). .
(c) **Agreement Sum** means the amount stated in the Contract Information.
(d) **BIF Act** means, where the Works are carried out in Queensland, the *Building Industry Fairness (Security of Payment) Act 2017* (Qld), where the Works are carried out in New South Wales, the *Building and Construction Industry Security of Payment Act 1999* (NSW).
(e) **Business Day** means any day that is not a Saturday, Sunday or public holiday, special holiday or bank holiday in the location of the Site.
(f) **Claim** includes any claim or legal action and all costs and expenses incurred in connection with it.
(g) **Completion** means the stage when the Works have been fully executed by the Subcontractor and all documentation required by the Agreement (for example, 'as built' drawings) has been provided to Riverwall.
(h) **Date for Completion** means the date stated in the Contract Information.
(i) **Consequential Loss** means loss of profits, loss of revenue, loss of savings, loss of opportunity, loss of bargain, damage to credit rating, loss of or damage to reputation, future reputation or publicity, remote, abnormal or unforeseeable loss, or any consequential loss or damage that is similar to the losses in this definition, whether or not such loss or damage was foreseeable or within the contemplation of Riverwall and/or the Subcontractor at the time this Agreement was entered. For the avoidance of doubt, consequential loss does not include loss suffered as a result of personal injury, illness or death, wilful misconduct, criminal conduct, default, neglect or fraud, the abandonment or repudiation of the Agreement, loss or damage to property, infringement of any intellectual property rights, costs incurred by Riverwall in completing the Works upon termination by Riverwall in accordance with the Agreement or a breach of confidentiality obligations under this Agreement.
(j) **Contract Information** means the information specified as such in the Works Order.
(k) **Deed of Release** means the deed of release in the form set out in Schedule 1.
(l) **Defect** means any part of the Works which does not comply strictly with the terms of the Agreement or is otherwise unsatisfactory to Riverwall (acting reasonably), including any omissions.
(m) **Defects Liability Period** means 12 months from the date of Completion.
(n) **Force Majeure Event** means any of the following events:
  (i) an act of God, a flood, cyclone, tornado, earthquake, tidal wave, fire or explosion, epidemic or quarantine;
  (ii) a nation or state-wide labour disturbance, strike, lock-out or industrial dispute by persons other than the Subcontractor or the Subcontractor's personnel;
  (iii) war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, terrorism act, rebellion, revolution, insurrection or military or usurped power, martial law or confiscation by order of any government authority;
  (iv) ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel; or
  (v) national emergency (whether in fact or in law), nationalisation, requisition, expropriation, prohibition, embargo, restraint or damage to property by or under the order of any government agency,

  provided the event or circumstance occurs within Australia, is not caused by an act or omission of the party affected by the Force Majeure Event and is beyond the reasonable control of the party affected by the Force Majeure Event.
(o) **GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999* and related legislation.
(p) **Intellectual Property Rights** means all copyright, patent and all rights in relation to inventions, trademarks and designs.
(q) **Riverwall** means Riverwall Constructions Pty Ltd ACN 072 931 643.
(r) **Schedule of Rates** means the schedule of rates (if any) in Schedule 3.
(s) **Specification** means the specification and scope of work provided by Riverwall to the Subcontractor and includes any drawings.
(t) **Valid Tax Invoice** means an invoice or adjustment note in the form required by the GST Act, identifying the amount and calculation of the GST payable in respect of the relevant payment, specifying the Works Order number and complying with the requirements of the Agreement.
(u) **WHS Act** means the *Work Health and Safety Act 2011* (Qld), or interstate equivalent.
(v) **WHS Regulation** means the *Work Health and Safety Regulation 2011* (Qld), or interstate equivalent.
(w) **Works Order** means the formal order document issued by Riverwall for the Works.
(x) **Works** means the whole of the work to be executed as described or contemplated by the Agreement, including variations.

2. Interpretation

In the interpretation of this Agreement:
(a) a reference to a statute includes a statutory provision which supplements, amends, extends, consolidates or replaces it and any applicable orders, regulations, instruments or other delegated legislation;
(b) no rule of construction will apply to the disadvantage of one party on the basis that that party put forward the documents comprising this Agreement or any of them;
(c) another grammatical form of a defined word or expression has a corresponding meaning;
(d) reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
(e) a reference to a party to a document includes that party's executors, administrators, successors and permitted assigns and substitutes;
(f) a reference to a right or obligation of any two or more persons confers that right, or imposes that obligation, as the case may be, jointly and severally;
(g) if a day on or by which an obligation must be performed or an event must occur is not a Business Day, the obligation must be performed or the event must occur on or by the next Business Day.

3. Formation of Contract

(a) Where Riverwall places a Works Order with the Subcontractor, a binding contract is deemed to be formed between Riverwall and the Subcontractor on the basis of the documents listed in clause 3(b) on commencement of the Works by the Subcontractor.
(b) The following documents form the Agreement between the parties:
  (i) the Works Order (including any special conditions);
  (ii) these Works Order standard conditions;
  (iii) the Specification;
  (iv) the Drawings; and
  (v) any other document expressly listed in the Works Order,

  (each, an **Agreement Document**, collectively, the **Agreement**).
(c) The Agreement Documents are to be taken as complimentary and mutually explanatory and are intended to include all items required for the completion of the Works.
(d) If the Subcontractor discovers an inconsistency, ambiguity or discrepancy in any document prepared for the purpose of carrying out the Works, the Subcontractor must promptly give Riverwall written notice of the inconsistency, ambiguity or discrepancy and seek direction from Riverwall prior to proceeding with the Works.
(e) Any inconsistency or discrepancy within and between the Agreement Documents shall be resolved and interpreted according to the order of precedence in clause 3(b), with the document appearing higher in the list having higher priority than the document appearing lower in the list (in descending order).
(f) The Subcontractor warrants that it has carefully and fully examined all Agreement Documents before its commencement of the Works and it is not aware of any inconsistency or discrepancy in any of the Agreement Documents.
(g) An inconsistency, ambiguity or discrepancy within or between the Agreement Documents will not be accepted as a basis for any Claim.

4. Performance

The Subcontractor agrees to perform the Works for the Agreement Sum by the Date for Completion.

5. Subcontractor's obligations

(a) The Subcontractor must execute the Works:
  (i) in accordance with the Agreement;
  (ii) to a high standard with due care, skill and diligence;
  (iii) in compliance with all legislation, subordinate legislation, relevant Australian Standards and requirements of authorities applying to the Works, as amended from time to time;
  (iv) so that they are fit for their usual purpose, fit for any specified purpose or result expressly made known to the Subcontractor and free from Defects;
  (v) by the Date for Completion; and
  (vi) in accordance with every reasonable instruction given by Riverwall within the time specified in the instruction (which must be reasonable).
(b) The Subcontractor must:
  (i) keep the Site clean and tidy at all times and on Completion leave the Works ready for immediate use or occupation;
  (ii) cooperate with all other contractors and persons executing work on the Site and coordinate the Subcontractor's work with their work to ensure the Subcontractor's work does not cause any disruption;
  (iii) promptly remove from the Site any employee or person under the Subcontractor's control that Riverwall (acting reasonably) considers is affected by alcohol or any drugs, incompetent or guilty of any misconduct;
  (iv) comply with the requirements of any award, determination, judgment or regulations applying to the Works;
  (v) be registered with the Building and Construction Industry Long Service Leave Payments Corporation (for Works conducted in New South Wales) or QLeave (for Works conducted in Queensland);
  (vi) ensure that the Subcontractor does not have any conflict of interest and will not place themselves into a position that may give rise to a conflict of interest with their obligations under the Agreement; and
  (vii) notify Riverwall immediately of any Claim, dispute, strike or other industrial action affecting the Works. All industrial matters relating to or affecting the Works will be negotiated or dealt with by Riverwall.

6. Insurance

(a) The Subcontractor must, at its cost, take out and maintain the following insurances with an insurer authorised and licensed to operate in Australia on reasonable commercial terms:
  (i) public liability insurance, with an indemnity limit of not less than $5,000,000 per occurrence;
  (ii) common law insurance and any relevant workers' or accident compensation insurance required by legislation in respect of any person employed by the Subcontractor of not less than the amount required by law;
  (iii) comprehensive and statutory third-party motor vehicle insurance in respect of all motor vehicles used by the Subcontractor of not less than the amount required by law.
(b) The insurances must be maintained from the date of the Agreement to the last day of the Defects Liability Period.
(c) The Subcontractor must not cancel or alter any policy without 14 days prior written notice to Riverwall. The Subcontractor must promptly notify Riverwall if any policy is cancelled or there is any significant change in any policy.
(d) The Subcontractor must provide a certificate of currency for each policy within 10 Business Days of Riverwall's reasonable written request.

7. Agreement Sum

(a) If payment is to be made on a lump sum basis, the Agreement Sum is the lump sum stated in the Contract Information adjusted by any additions or deductions in accordance with this Agreement.
(b) If payment is to be on a schedule of rates basis, the Agreement Sum is the value of the measured quantity of additions or deductions in accordance with this Agreement.
(c) Quantities in the Schedule of Rates are estimates only. No increase or decrease in quantities will result in a variation or adjustment of the rate unless deemed by Riverwall or otherwise made in accordance with this Agreement.
(d) Measurement for the purposes of clause 7(b) must be carried out jointly by representatives of Riverwall and the Subcontractor and set out in a certificate, in duplicate, signed by them. No payment will be made to the Subcontractor without the certificate.
(e) The Agreement Sum is not subject to adjustment for rise and fall.
(f) The Agreement Sum includes:
  (i) Site allowances;
  (ii) all taxes (excluding GST), duties and other imposts for which the Subcontractor is liable;
  (iii) GST fluctuations in the exchange rate;
  (iv) transport, freight and delivery charges; and
  (v) all charges for the Works.

8. Payment

(a) The Subcontractor shall issue a payment claim to Riverwall for the Works on the 25th day of each calendar month by sending the invoice to the nominated email address: payables@riverwall.com.au. Any invoice or claim for payment not sent to this email address will be invalid and have no effect.
(b) Every payment claim submission must include (as a precondition to payment):
  (i) a Valid Tax Invoice which includes the Works Order number and Project Reference number;
  (ii) a completed Subcontractor's Statement in the form contained in Schedule 2;
  (iii) valid certificates of currency for all insurances required under the Agreement;
  (iv) where payment is to be on a schedule of rates basis, a certificate in accordance with clause 7(d);
  (v) any documentation required by the Agreement (including but not limited to certificates, reports, 'as-builts' etc.); and
  (vi) such other information as may be reasonably requested by Riverwall in writing.
(c) Provided the Subcontractor complies with all conditions precedent to payment and issues a payment claim on time, Riverwall will make a progress payment to the Subcontractor twenty (20) days from the date noted in clause 8(a) of this Agreement. All payments are on account only.
(d) The progress payment will be calculated on the basis of:
  (i) the percentage of the Works (including approved variations) which have been completed and incorporated at the date of the progress claim;
  (ii) less any amounts which Riverwall is required to deduct pursuant to the ATO PAYG withholding requirements and less any superannuation contributions, charges or levies which Riverwall must make on behalf of the Subcontractor.

(e) Within 45 days of receiving a final payment claim, Riverwall will certify the final amount due to the Subcontractor from Riverwall, or to Riverwall from the Subcontractor. The amount certified must be paid by Riverwall or the Subcontractor, as the case may be, by the end of the following month from the date the invoice was received.

9. Payment to Sub-subcontractor's

(a) Riverwall may, at any time, pay any amount of the Agreement Sum or security:
(i) directly to a worker or subcontractor of the Subcontractor; or
(ii) into court,
if Riverwall is required or permitted to do so under the BIF Act.

(b) Any amount paid by Riverwall pursuant to this clause is deducted from the Agreement Sum, and the Subcontractor will have no recourse against Riverwall for any loss suffered due to Riverwall acting in accordance with this clause.

10. GST

(a) Terms used in this clause but not otherwise defined have the meanings given in the GST Act.

(b) All payments under the Agreement are GST exclusive unless expressly stated.

(c) If a party is required to pay GST in respect of any Supply, then the consideration payable for the Supply is increased by the GST payable by the Subcontractor on that Supply (allowing for any input tax credits).

(c) The Recipient must, subject to the party making the Supply providing the Recipient with a Tax Invoice, pay to the party making the Supply an amount equivalent to the GST at the time the Recipient is required to make the payment.

11. Set-off

(a) Without limiting any other right that Riverwall may have under the Agreement or otherwise at law, Riverwall may deduct, withhold or set-off from any amount due and payable from Riverwall to the Subcontractor under or in connection with the Agreement:
(i) any amount due and payable by the Subcontractor to Riverwall under the Agreement or which the Subcontractor is liable to pay under the Agreement;
(ii) the reasonable estimated cost of remedying any Defects not remedied by the Subcontractor; or
(iii) other moneys that are the subject of a bona fide Claim by Riverwall against the Subcontractor, whether for damages or otherwise.

(b) Without limiting any other right that the Subcontractor may have under the Agreement or otherwise at law, the Subcontractor may deduct, withhold or set-off from any amount due and payable from the Subcontractor to Riverwall under or in connection with the Agreement;
(i) any amount due and payable by Riverwall to the Subcontractor under the Agreement or which Riverwall is liable to pay under the Agreement; or
(ii) other moneys that are the subject of a bona fide Claim by the Subcontractor against Riverwall, whether for damages or otherwise.

12. Intellectual Property

The Subcontractor grants (and must, where applicable, procure that the relevant third parties grant) Riverwall an irrevocable, unconditional, perpetual, free of additional charge, non-exclusive, worldwide and transferable licence to exercise all Intellectual Property Rights in the Works for any purpose. The Subcontractor warrants that it is authorised to grant the rights under this clause.

13. Variations

(a) Riverwall may, on 15 days written notice to the Subcontractor, propose to vary the Works. Variations may be in the nature of an increase, decrease, omission or alteration to the Works. No variation instruction shall invalidate the Agreement.

(b) Where the Subcontractor can perform the variation and such variation increases or decreases the costs of performing the Works, an equitable adjustment will be made to the Agreement Sum to reflect such increase or decrease in cost.

(c) A variation will not be binding on the parties until a written notice confirming the variation is issued to the Subcontractor.

(d) Where the Subcontractor considers that a drawing, instruction or direction given by the Riverwall Representative, although not stated to be a variation, constitutes or involves a variation, the Subcontractor must notify the Riverwall Representative prior to commencing any work in relation to the drawing, instruction or direction and in any event within five (5) Business Days from the date of issue of the drawing, instruction or direction.

(e) The Subcontractor shall not be entitled to claim for any part of a variation executed by it before receiving a written instruction from Riverwall to undertake the work.

14. Force Majeure

(a) A party affected by a Force Majeure Event (**Affected Party**) will not be liable for any delay or failure to perform any of its obligations under the Agreement to the extent that it is prevented from carrying out obligations by the Force Majeure Event. An Affected Party must give notice to the other party as soon as possible after the occurrence of a Force Majeure Event. A notice given under this clause must:
(i) specify the obligations the Affected Party cannot perform;
(ii) fully describe the Force Majeure Event;
(iii) estimate the time during which the Affected Party anticipates the Force Majeure Event will continue; and
(iv) specify the measures proposed to be adopted to mitigate or remedy the Force Majeure Event.

(b) The Affected Party must, if reasonably requested by the other party, provide updates to the other party in relation to a Force Majeure Event within two Business Days of the request.

(c) The Affected Party must:
(i) remedy or abate the Force Majeure Event and minimise any loss caused as a result of the Force Majeure Event to the extent reasonably practicable; and
(ii) resume performance of its affected obligations under the Agreement as soon as reasonably practicable.

(d) If:
(i) an Affected Party cannot, because of a Force Majeure Event, perform its affected obligations under the Agreement for a period of 2 consecutive months despite its reasonable endeavours to do so; and
(ii) the parties have consulted with each other during the period, but are unable to agree as to what reasonable steps should be taken,
then at the expiration of the 2-month period, either party may terminate the Agreement on giving written notice to the other party.

15. Extensions of Time

(a) If the Subcontractor considers that a delay to the Date for Completion is likely to occur, or has occurred, the Subcontractor must provide the Riverwall Representative with written notice of the delay within five Business Days.

(b) Provided the delay is not caused or contributed to by the Subcontractor or its personnel, if the cause of the delay is due to:
(i) a breach of the Agreement or act or omission by Riverwall or its personnel;
(ii) a variation directed by Riverwall or its representative;
(iii) Riverwall being granted an extension of time under Riverwall's contract with the Principal (the head contract) where such extension will delay the Subcontractor's ability to complete the Works by the Date for Completion;
(iv) a suspension to the performance of the Agreement in whole or in part by Riverwall (except if due to an act or omission of the Subcontractor, its personnel or due to a Force Majeure Event); or
(v) a Force Majeure Event if the Subcontractor has complied with clause 14,
which causes delay to the Date for Completion, the Subcontractor is entitled to claim, and Riverwall must approve, an extension of time to the Date for Completion.

(c) If an extension of time is granted due to:
(i) a breach of the Agreement or act or omission by Riverwall or its personnel; or
(ii) a variation directed by Riverwall or the Riverwall Representative,
the Subcontractor is entitled to its reasonable additional costs actually incurred as a result of the delay.

16. Liquidated Damages

(a) If the Subcontractor fails to complete the Works by the Date for Completion (as extended pursuant to this Agreement), the Subcontractor must pay liquidated damages to Riverwall.

(b) The liquidated damages payable will be calculated by applying the rate set out in the Works Order for every day from the Date for Completion up to and including the earlier of the date that the Works reach Completion or the date of termination of the Agreement.

(c) The Subcontractor acknowledges that the rate for liquidated damages in the Works Order is a genuine pre-estimate of the damages Riverwall will suffer or may suffer if the Works are not completed by the Date for Completion.

17. Delay Costs

(a) This clause applies if Delay Costs are noted as 'applicable' in the Works Order.

(b) If any default by Riverwall causes the Subcontractor to fail to achieve Completion by the Date for Completion, Riverwall must pay delay costs to the Subcontractor. The delay costs payable will be the reasonable and unavoidable costs actually incurred by the Subcontractor arising as a direct result of the delay caused by Riverwall.

18. Termination by Riverwall

Riverwall may terminate the Agreement immediately on written notice to the Subcontractor if:

(a) Riverwall is satisfied, acting reasonably, that any of the warranties provided by the Subcontractor under the Agreement are inaccurate or incomplete;

(b) the Subcontractor ceases business or indicates that it is unable or unwilling to complete the Agreement;

(c) the Subcontractor breaches the Agreement and the breach cannot be remedied, or the breach can be remedied but the Subcontractor has not remedied the breach within a reasonable period nominated by Riverwall in writing; or

(d) subject to clause 21, an Insolvency Event occurs in relation to the Subcontractor.

19. Termination by Subcontractor

The Subcontractor may terminate the Agreement immediately on written notice if:

(a) Riverwall has not paid any amount which is undisputed and properly payable; and

(b) the Subcontractor has notified Riverwall of the outstanding amount stating that it will terminate the Agreement if Riverwall does not pay the amount within a reasonable time set out in the notice (which time must not be less than 10 Business Days); and

(c) the reasonable time expires without Riverwall disputing the amount or making payment; or

(d) Riverwall breaches the Agreement and the breach cannot be remedied by Riverwall or the breach can be remedied but Riverwall has not remedied the breach within a reasonable period nominated by the Subcontractor in writing.

20. Consequences of termination

(a) If the Agreement is terminated due to repudiation or terminated under clause 14, 18, or 19, the rights of the parties will be the same as at common law if the breaching party repudiated.

(b) Riverwall may in its absolute discretion engage another subcontractor to complete the Works under the Agreement (or may complete the Works itself).

21. Insolvency Event

(a) If, prior to expiry of the final Defects Liability Period, the Subcontractor:
(i) becomes insolvent;
(ii) becomes subject to any form of external administration;
(iii) enters into an arrangement with its creditors or otherwise takes advantage of any laws in force in connection with insolvent debtors; or
(iv) is wound up, voluntarily or involuntarily
(an **Insolvency Event**) Riverwall may, subject to any applicable statutory stay on the exercise of rights, including sections 415D, 434J, 451E and 454N of the Corporations Act (as applicable), terminate this Agreement under clause 18 and exercise any other rights, powers and remedies Riverwall may have under this Agreement or otherwise under law.

(b) The Subcontractor must immediately notify Riverwall in writing if an Insolvency Event occurs in respect of the Subcontractor until expiry of the final Defects Liability Period.

22. Security

(a) The Subcontractor must provide security in accordance with the Contract Information within five Business Days of the execution of the Agreement or such other time as agreed in writing.

(b) If the Agreement Sum increases at any time, Riverwall will be entitled, at any time and from time to time, to require from the Subcontractor further security and/or retention moneys, provided that the amount of such security and/or retention moneys does not exceed 5% of the Agreement Sum.

(c) Riverwall may have recourse to the security to satisfy any Claim which Riverwall makes for any cost, loss, expense or damage which Riverwall may incur or suffer as a consequence of any act or omission of the Subcontractor in connection with the Agreement. Riverwall may have recourse to the security in accordance with the terms of the Agreement or, where no time is specified in the Agreement, after giving written notice to the Subcontractor that states:
(i) the amount of the security to which Riverwall intends to have recourse;
(ii) the basis for Riverwall's right to have recourse; and
(iii) that Riverwall will have recourse to the security if the cause of the Claim is not rectified within 5 Business Days.

(d) Following the expiry of the period in clause 22(iii), Riverwall may have recourse to the security.

(e) Subject to any rights it may have under the Agreement, Riverwall must:
(i) within 20 Business Days after the date of Completion (or earlier termination of the Agreement), subject to the receipt by Riverwall of a Deed of Release executed by the Subcontractor, release 50% of the security held by Riverwall as at that date; and
(ii) within 20 Business Days after the expiry of the Defects Liability Period, release the remainder of any security held by Riverwall as at the date of expiry of the Defects Liability Period.

23. Work health and safety

(a) The Subcontractor must:
(i) work safely at all times and take all practicable steps to ensure the safety of its personnel and the personnel of its subcontractors;
(ii) prior to commencing work on Site, ensure that its personnel complete Riverwall's site induction process. A failure by the Subcontractor to ensure completion of the induction process may result in the removal of persons from the Site by Riverwall and the Subcontractor will have no Claim against Riverwall in such circumstances;
(iii) prior to commencing the Works (and at the times directed by the Riverwall Representative, acting reasonably), prepare and submit a written safe work method statement to the Riverwall Representative for approval;
(iv) at the Subcontractor's cost, provide the Subcontractor's staff with (and take all practicable steps to ensure that the staff utilise) approved safety helmets, safety boots, goggles, gloves and other appropriate safety apparel or personal protective equipment at all times;
(v) provide the Subcontractor's personnel with information, instruction, training and supervision to ensure their own health and safety, and to ensure their acts or omissions do not adversely affect the safety of others;

(vi) provide copies of any licences or qualifications required to be held by the Subcontractor's personnel for performance of the Works promptly on request by Riverwall; and

(vii) notify Riverwall of any work related illness, injury, safety incident or near miss as soon as possible and within not more than 12 hours of occurrence and cooperate with Riverwall in any investigation.

(b) The Subcontractor acknowledges that Riverwall has been appointed "principal contractor" for the purposes of the WHS Regulations, unless otherwise advised in writing, and the Subcontractor must comply with:

(i) the WHS Act and WHS Regulations;

(ii) Riverwall's site safety management plan (as amended and updated from time to time); and

(iii) any reasonable directions of Riverwall or the Riverwall Representative on WHS Act and WHS Regulations matters,

to the extent they apply to the Works.

(c) To the extent permitted by law, the Subcontractor must indemnify Riverwall in respect of any liability, costs, losses or expenses howsoever arising in connection with any breach of the WHS Act or WHS Regulation by Riverwall to the extent that the Subcontractor contributed to the Claim by breaching this subclause.

24. Defects

(a) The Subcontractor must, at its own expense, make good or replace (as the case may be) in a proper and acceptable condition as soon as possible, any Works that have Defects which become apparent before or during the Defects Liability Period and are notified to the Subcontractor in writing within that time.

(b) Riverwall must notify the Subcontractor in writing of any Defects that need to be rectified promptly from when they become first apparent or manifest.

(c) If Riverwall does not promptly notify the Subcontractor of any Defect, the Subcontractor is not liable for any other damages caused by Riverwall's failure to promptly notify.

(d) The Subcontractor must commence rectification of the Defects within 10 Business Days after receiving written notice from Riverwall under clause 24(a), or as otherwise agreed by the parties in writing.

(e) The Subcontractor is not liable to make good any Defects which have arisen as a result of an act or omission of Riverwall, or Defects caused by defective materials or equipment not supplied by the Subcontractor.

(f) Except as otherwise provided in this clause 24, the Subcontractor will be responsible for any loss caused by Defects in the Works during the Defects Liability Period.

25. Limitation of liability

(a) Neither party will have any liability to the other party for Consequential Loss.

26. Indemnity

The Subcontractor must indemnify Riverwall and its personnel against all Claims and losses which they suffer, incur or become liable (or which they may suffer, incur or become liable to pay), of any nature, arising directly or indirectly from one or more (and any combination) of the following:

(a) death, personal injury and loss to property, real or personal, (including reasonably foreseeable economic loss directly related to property loss) arising from, out of or as a consequence of the Works, the Subcontractor's use or occupation of the Site, or the Subcontractor's obligations under the Agreement;

(b) an act or omission (including negligence, unlawful conduct or wilful misconduct) of the Subcontractor or its personnel; and

(c) a breach of this Agreement or statutory duty by the Subcontractor or its personnel, including any Defect in the Works,

except to the extent that the Claim was caused or contributed to by an act or omission of Riverwall or its personnel.

27. Confidentiality

Each party agrees not to disclose any confidential information of the other party without the prior written consent of the other party except to its officers, employees and advisers requiring that information for the conduct of duties of a party under the Agreement or as otherwise required or permitted by law.

28. General

(a) ***Governing law:*** The Agreement is governed by the law of Queensland. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Queensland and waives any objection to the venue of any legal process on the basis that the process has been brought in any inconvenient forum.

(b) ***Relationship:*** The Agreement does not create any partnership, joint venture or agency relationship between the parties.

(c) ***Subcontracting/Assignment:*** Neither party may subcontract, assign or novate the Agreement or any part of the Agreement except with the prior written approval of the other (acting reasonably). Approval to any subcontract shall not relieve the Subcontractor of its obligations under the Agreement. The Subcontractor shall be liable for the acts, defaults or omissions of any sub-subcontractor, employee or agent of the Subcontractor as if they were those of the Subcontractor.

(d) ***Notices:*** A notice, direction, consent, approval or other communication under this Agreement must be in writing and signed by or on behalf of the party giving it, addressed to the party to whom it is to be given and is treated as having been received:

(i) if hand delivered to the party's address, on the day of delivery if a Business Day, otherwise on the next Business Day;

(ii) if sent by pre-paid mail within Australia, on the third Business Day after posting or if sent by pre-paid mail outside Australia, on the eighth Business Day after posting; and

(iii) if sent by email:

(A) if the date and time of the email as recorded on the device from which the party sent the email (unless the sending party receives an automated message that the email has not been delivered) is at or before 4.00 pm (at the place of receipt) on a Business Day – on that day and at that time; or

(B) otherwise, at 9.00 am (at the place of receipt) on the following Business Day.

(e) ***Waiver:*** A failure to exercise, or a delay in exercising, any power or right of a party does not operate as a waiver of that power or right. A single exercise of a power or right does not preclude any other or further exercise of it or any other power or right by a party. A power or right of a party may only be waived in writing by that party.

(f) ***Entire agreement:*** To the extent permitted by law, the Agreement contains the entire agreement between the parties concerning its subject matter and supersedes all prior agreements and understandings between the parties in connection with that subject matter.

(g) ***Amendments:*** No amendment or variation of the Agreement is valid or binding on a party unless made in writing and executed by both parties.

(h) ***Severance:*** A term or part of a term of the Agreement that is void or unenforceable may be severed from the Agreement and the remaining terms or parts of the term of the Agreement continue in force.

(i) ***Survival:*** All provisions intended to survive termination or expiry or required to give effect to termination will survive termination or expiry of the Agreement (including any indemnity or obligation of confidentiality).

New South Wales

SUBCONTRACTOR'S STATEMENT

REGARDING WORKER'S COMPENSATION, PAYROLL TAX AND REMUNERATION (Note1 – see back of form)

For the purposes of this Statement a "subcontractor" is a person (or other legal entity) that has entered into a contract with a "principal contractor" to carry out work.

This Statement must be signed by a "subcontractor" (or by a person who is authorised, or held out as being authorised, to sign the statement by the subcontractor) referred to in any of s175B *Workers Compensation Act 1987*, Schedule 2 Part 5 *Payroll Tax Act 2007*, and s127 *Industrial Relations Act 1996* where the "subcontractor" has employed or engaged workers or subcontractors during the period of the contract to which the form applies under the relevant Act(s). The signed Statement is to be submitted to the relevant principal contractor.

SUBCONTRACTOR'S STATEMENT (Refer to the back of this form for Notes, period of Statement retention, and Offences under various Acts.

Subcontractor: ..... ABN: .....
(Business name)

of .....
(Address of subcontractor)

has entered into a contract with ..... ABN:.....
(Business name of principal contractor) **(Note 2)**

Contract number/identifier .....
(Note 3)

This Statement applies for work between: ...../...../..... and ...../...../..... inclusive, (**Note 4)**

subject of the payment claim dated: ...../...../..... **(Note 5)**

I, ... a Director or a person authorised by the Subcontractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters which are contained in this Subcontractor's Statement and declare the following to the best of my knowledge and belief:

(a) The abovementioned Subcontractor has either employed or engaged workers or subcontractors during the above period of this contract. Tick ☐ if true and comply with **(b)** to **(g)** below, as applicable. If it is not the case that workers or subcontractors are involved or you are an exempt employer for workers compensation purposes tick ☐ and only complete **(f)** and **(g)** below. You must tick one box. **(Note 6)**

(b) All workers compensation insurance premiums payable by the Subcontractor in respect of the work done under the contract have been paid. The Certificate of Currency for that insurance is attached and is dated ...../...../..... **(Note 7)**

(c) All remuneration payable to relevant employees for work under the contract for the above period has been paid. **(Note 8)**

(d) Where the Subcontractor is required to be registered as an employer under the *Payroll Tax Act 2007*, the Subcontractor has paid all payroll tax due in respect of employees who performed work under the contract, as required at the date of this Subcontractor's Statement. **(Note 9)**

(e) Where the Subcontractor is also a principal contractor in connection with the work, the Subcontractor has in its capacity of principal contractor been given a written Subcontractor's Statement by its subcontractor(s) in connection with that work for the period stated above. **(Note 10)**

(f) Signature ..... Full name.....

(g) Position/Title ..... Date ...../...../.....

NOTE: *Where required above, this Statement must be accompanied by the relevant Certificate of Currency to comply with section 175B of the Workers Compensation Act 1987.*

Notes

1. This form is prepared for the purpose of section 175B of the *Workers Compensation Act 1987*, Schedule 2 Part 5 *Payroll Tax Act 2007* and section 127 of the *Industrial Relation Act 1996*. If this form is completed in accordance with these provisions, a principal contractor is relieved of liability for workers compensation premiums, payroll tax and remuneration payable by the subcontractor.

   A principal contractor can be generally defined to include any person who has entered into a contract for the carrying out of work by another person (or other legal entity called ***the subcontractor***) and where employees of the subcontractor are engaged in carrying out the work which is in connection with the principal contractor's business.

2. For the purpose of this Subcontractor's Statement, a principal contractor is a person (or other legal entity), who has entered into a contract with another person (or other legal entity) referred to as the subcontractor, and employees/workers of that subcontractor will perform the work under contract. The work must be connected to the business undertaking of the principal contractor.

3. Provide the unique contract number, title, or other information that identifies the contract.

4. In order to meet the requirements of s127 *Industrial Relations Act 1996,* a statement in relation to remuneration must state the period to which the statement relates. For sequential Statements ensure that the dates provide continuous coverage.

   Section 127(6) of the *Industrial Relations Act 1996* defines remuneration *'as remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees.'*

   Section 127(11) of the *Industrial Relations Act 1996* states *'to avoid doubt, this section extends to a principal contractor who is the owner or occupier of a building for the carrying out of work in connection with the building so long as the building is owned or occupied by the principal contractor in connection with a business undertaking of the principal contractor.'*

5. Provide the date of the most recent payment claim.

6. For Workers Compensation purposes an exempt employer is an employer who pays less than $7500 annually, who does not employ an apprentice or trainee and is not a member of a group.

7. In completing the Subcontractor's Statement, a subcontractor declares that workers compensation insurance premiums payable up to and including the date(s) on the Statement have been paid, and all premiums owing during the term of the contract will be paid.

8. In completing the Subcontractor's Statement, a subcontractor declares that all remuneration payable to relevant employees for work under the contract has been paid.

9. In completing the Subcontractor's Statement, a subcontractor declares that all payroll tax payable relating to the work undertaken has been paid.

10. It is important to note that a business could be both a subcontractor and a principal contractor, if a business 'in turn' engages subcontractors to carry out the work. If your business engages a subcontractor you are to also obtain Subcontractor's Statements from your subcontractors.

Statement Retention

The principal contractor receiving a Subcontractor's Statement must keep a copy of the Statement for the periods stated in the respective legislation. This is currently up to seven years.

Offences in respect of a false Statement

In terms of s127(8) of the Industrial Relations Act 1996, a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence if:

(a) the person is the subcontractor;
(b) the person is authorised by the subcontractor to give the statement on behalf of the subcontractor; or
(c) the person holds out or represents that the person is authorised by the subcontractor to give the statement on behalf of the subcontractor.

In terms of s175B of the *Workers Compensation Act* and clause 18 of Schedule 2 of the Payroll *Tax Act 2007* a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence.

Further Information

For more information, visit the SafeWork NSW website www.safework.nsw.gov.au, State Insurance Regulatory Authority www.sira.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au , or Office of Industrial Relations, Department of Commerce website www.commerce.nsw.gov.au . Copies of the *Workers Compensation Act 1987*, the *Payroll Tax Act 2007* and the *Industrial Relations Act 1996* can be found at www.legislation.nsw.gov.au.