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customercare@bright-duggan.com.au
bright-duggan.com.au
PO Box 281, Crows Nest NSW 1585
P: 02 9902 7100
ABN 32 001 554 650

Strata Works Agreement

Bill To:
Strata Plan No. 42309

28 Vore Street
Silverwater NSW 2141

Billing Address:

Order No: **00286611**
Order By: **Samantha.Walker**
Order Date: **30 Aug 23**
Quote No:

Account Manager: **Richard Kong**

ATTENTION TO:

Contractor Name and Address: **All Doors (NSW) Pty Ltd**
PO Box 132
LEPPINGTON NSW 2179

Tel:
Fax:
Mobile:
Email: sales@alldoorsnsw.com.au*

SITE CONTACT:

Name:
Unit No:

Tel-H:
Tel-W:
Mobile:

JOB DETAILS:

Property Affected: **Common Property**

Address: **28 Vore Street Silverwater NSW 2141**

Job Description:

Unit 23 - Roller Door Chain is broken (Picture attached) please attend to rectifity/repair the broken chain.

Kindly contact Penny directly for any further information and to arrange any access required: Penny Dennis (02) 9475 2423.

If this work order is not related the approved quote, or not urgent work, please limit the cost up to $1,000. Please advise us AND the site contact when you have COMPLETED this work order.

INVOICE MUST BE MADE OUT TO THE STRATA PLAN NUMBER WITH OUR WORK ORDER NUMBER STATED CLEARLY AND SENT TO: accpayable@bright-duggan.com.au

Kind Regards Samantha Walker
Bright & Duggan Repairs & Maintenance Team

PLEASE NOTE:
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WE DRAW YOUR ATTENTION TO ATTACHED
Strata Works Agreement - Conditions of Work Engagement

STRATA WORKS AGREEMENT
Conditions of work engagement

strata community association NSW

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Terms and conditions

1. Plans and specifications

1.1 All plans and specifications for work to be done under this contract, including any variations to those plans and specifications, are taken to form part of this contract.

1.2 Any agreement to vary this contract, or to vary the plans and specifications for work to be done under this contract, must be in writing signed by or on behalf of each party to this contract.

1.3 This clause only applies to a contract to which section 7AA (Consumer information) of the *Home Building Act 1989* applies.

2. Quality of construction

2.1 All work done under this contract will comply with:

a) the Building Code of Australia (to the extent required under the *Environmental Planning and Assessment Act 1979*, including any regulation or other instrument made under that Act); and

b) all other relevant codes, standards and specifications that the work is required to comply with under any law;

c) the conditions of any relevant development consent or complying development certificate; and

d) comply with statutory warranties in section 18B of the *Home Building Act 1989* and complete works in accordance with the requirements of this act.

2.2 Despite clause 2.1, this contract may limit the liability of the contractor for a failure to comply with clause 2.1 if the failure relates solely to:

a) a design or specification prepared by or on behalf of the owner (but not by or on behalf of the contractor); or

b) a design or specification required by the owner, if the contractor has advised the owner in writing that the design or specification contravenes clause 2.1.

3. General conditions of contract

3.1 The contractor shall:

a) diligently proceed and complete the works in a proper and workman like manner;

b) supply all materials necessary for completion of the works of the kind and quality stated in the plans and all specifications; and

c) comply with all requirements of relevant local council and all statutory authorities with respect to the works.

3.2 The contractor must:

a) ensure that the property of owners and occupiers of lots and their invitees is not damaged in the course of carrying out the works;

b) maintain existing access and security measures in relation to the site, comply with reasonable directions of the owner for the purpose of maintaining security of the site and return all keys to the owner on completion of the works;

c) restrict access to the parts of the site in which the contractor is carrying out the works to its employees and subcontractors and for that purpose erect appropriate signage, entry controls and fencing, including:
   - when working on a lot, access to the lot being restricted at all times by a locked door; and
   - when working on common property, access to the area being restricted by an appropriate barrier or fence.

d) ensure minimal disturbance to owners and occupiers of lots and their invitees, including without limitation:
   - ensuring that owners and occupiers of lots and their invitees have reasonable and safe access to their lots and common property, taking into account the needs of elderly or disabled persons, except areas of the common property to which it is necessary to restrict access for the purpose of carrying out safely the work;
   - minimising disruption to services and if it is necessary to disrupt a service, ensure that functionality of that service is restored by the end of the day on which the disruption occurs;
   - employing the most effective practical methods to suppress noise, dust, vibration and other nuisances arising from carrying out the works;
   - ensuring that all areas accessed by the contractor on a day are left unobstructed, safe and clean at the end of the day; and
   - providing the owner and any affected occupiers, as soon as practical, with notice of any anticipated restrictions on access, disruptions of services, nuisances or hazards.

e) the contractor must comply with the reasonable directions of the owner regarding use of utilities and amenities at the site, including in relation to electricity, water, toilet facilities, routing for ingress to and egress from the site, lifts and waste disposal; and

f) effect and maintain such licenses, permits and authorizations as may be required to lawfully carry out the works and provide evidence of such to the owner on demand.

3.3 The contractor must warrant that the contractor has not provided the owner's corporation's strata managing agent or any officer or employee of the strata managing agent with any gift or other benefit prohibited by section 57 of the *Strata Schemes Management Act 2015* or requiring disclosure to the owner's corporation under section 60 of the *Strata Schemes Management Act 2015*

4. Payment of claims

4.1 Requests for payment of progress claims and the final claim will be forwarded by way of invoice to the strata managing agent or the owner's corporation during the course of the project. Payment of an invoice is to be made seven (7) days from the date the invoice is received by the strata managing agent or Owners Corporation.

4.2 Unless otherwise stated, all amounts payable under this contract are inclusive of GST and where any such amount represents the consideration for a taxable supply, the contractor is responsible for payment of any GST on such taxable supply and the recipient is not obliged to add any additional amount with respect to such GST. If the consideration for any taxable supply under this contract is expressed to be exclusive of GST, the recipient of the taxable supply will add to the consideration for such supply, at the time of payment of such consideration, an amount equal to the GST payable by supplier in relation to such taxable supply, subject to the supplier being registered for GST and the provision by the contractor of a valid tax invoice in relation to such taxable supply. If the works are varied, the amount payable by the recipient in relation to GST will be varied to reflect the varied consideration payable to the contractor.

4.3 Interest will be payable by the owners corporation to the contractor on any late payment due to the contractor at the rate specified in Part 36 Division 1 Rule 36/7 (Payment of interest) of the *Uniform Civil Procedure Rules 2005* (NSW).

5. Commencement of work

5.1 The contractor must commence the works by the commencement date specified in this contract.

6. Completion of work

6.1 The contractor must complete the works by the completion date specified in this contract. The works will be completed when they are finished in accordance to the contract, free of apparent defects and all rubbish and surplus materials have been removed from the site by the contractor. The contractor and owner must take all reasonable steps to minimize any delay to the works. The contractor will be entitled to a reasonable extension of time in the event of delays to the works, when the cause of delay is beyond the contractor's control and a claim for extension of time is notified in writing to the owner's corporation within five (5) days of the event which is beyond the contractor's control.

7. Approvals

7.1 The owner's corporation must apply for and obtain all approvals from local councils and or other statutory authorities necessary to carry out the works and must pay all fees for such approval.

8. Variations

8.1 This contract may be varied by written notice between the owners corporation and the contractor describing the variation in the cost of

the works and any change to the completion time. The notice must then be signed and dated by both parties to constitute acceptance of the variation.

9. Access for contractor

9.1 The owner's corporation must provide access to the common property and any lot comprised in the site for the contractor to carry out the work as required during work hours allowed by relevant statutory authorities.

10. Cleaning up

10.1 On completion, the contractor must remove from the site all plant, equipment and all rubbish and surplus material relating to the works. All demolished and surplus material will be property of the contractor.

11. Owners corporation supplies

11.1 The owner's corporation will make available to the contractor at no cost the use of a toilet, water and power.

12. Hours and noisy works

12.1 With exception of emergency works it is agreed that the contractor is authorized by the owner's corporation to carry out noisy works in accordance with hours prescribed by the local council or as prescribed by the strata plan by-laws.

12.2 It is agreed that works will not be carried out on public holidays.

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13.1 The contractor must make good any loss or damage to the work or property of the owners corporation (or its members) caused by the negligent act of the contractor or the contractor's employees, agents or subcontractors. There shall be proper allowance for fair wear and tear of the property damaged.

13.2 The owner's corporation must remove any furniture or personal goods from the vicinity of the works to minimize risk of damage. This clause shall not apply to damage which is the unavoidable result of the construction of the works in accordance with the contract.

14. Insurance of work and personal injury

14.1 The contractor must effect and maintain current insurance cover for:

- public liability insurance to cover liabilities to third parties for death or personal injury or damage to property for an amount no less than $20 million;
- employers liability and workers compensation insurance to cover any employees; and
- home building compensation fund insurance required under the *Home Building Act 1989*. The cost of that insurance will be paid for by the contractor and the owners corporation shall reimburse the contractor the amount of that insurance, plus the contractor's administration fee.

15. Defects

15.1 The contractor must make good any omissions or defects in the works or materials at the contractor's own expense which becomes apparent within the period of 26 weeks from the date the work is completed.

15.2 The owner's corporation must notify the contractor in writing of any work or materials to be rectified or replaced within the 26 week period of the defect becoming apparent.

16. Risk assessment by contractor

16.1 Before commencing the works, the contractor must undertake a risk assessment of the site in accordance with the *Work Health and Safety Act 2011* The contractor must provide a copy of the risk assessment of the site to the owner's corporation if requested.

16.2 After commencing the works, the contractor must ensure that all visitors to the site are inducted for site safety including workers, owners, tenants and visitors.

17. Dispute

17.1 If the owners corporation or the contractor considers a dispute has arisen in relation to any matter covered by this contract, that party must give the other party written notice of the items of the dispute. The parties nominated representatives must meet and make a bona fides attempt to resolve the dispute by negotiation within 14 days of the date of service of such written notice. Thereafter, either party may refer the matter to a tribunal, court or Fair Trading NSW.

18. Ending contract

18.1 If the contractor becomes bankrupt or goes into liquidation or administration or receivership or fails to complete work within the agreed time under this contract or fails to remedy defective work or replace faulty or unusable materials, then the owners corporation may:

a) where such default can be remedied, issue written notice requiring the contractor to remedy the default within ten (10) days; or

b) if the default is not remedied or is not capable of being remedied, terminate the contract by written notice to the contractor.

18.2 If the owner's corporation fails to make payments due under the contract or denies access to the site to the contractor to prevent the works from proceeding, then the contractor may issue a written notice requiring the owner's corporation to remedy the default within ten (10) days. If the default is not remedied or is not capable of being remedied, the contractor may terminate the contract by written notice to the owner. In that case, the owners corporation will compensate the contractor, as liquidated damages and as a genuine pre-estimate of the contractor's loss as a result of such termination, by paying to the contractor within 30 days of the date of invoice by the contractor, in full and final satisfaction of any liability to the contractor in relation to such termination:

a) where a fixed contract price has been agreed, a proportionate part of the contract price, based on the work completed to the date of termination, plus an additional ten (10) percent of the contract price; or

b) where a fixed contract price has not been agreed the value of all works carried out to date plus materials and equipment supplied by the contractor plus a profit margin of 15 percent, plus an additional payment of ten (10) percent of the total.

18.3 The owner's corporation may terminate the contract for convenience, without cause being required by written notice to the contractor. In that case, the owners corporation will compensate the contractor by paying to the contractor, within 30 days of the date of invoice by the contractor, in full and final satisfaction of any liability to the contractor in relation to such termination:

a) where a fixed contract price has been agreed, a proportionate part of the contract price, based on the work completed to the date of termination, plus an additional 10 percent of the contract price; or

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Tel:
Fax:
Mobile:
Email: sales@alldoorsnsw.com.au*

SITE CONTACT:

Name:
Unit No:

Tel-H:
Tel-W:
Mobile:

JOB DETAILS:

Property Affected: **Common Property**

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1.2 Any agreement to vary this contract, or to vary the plans and specifications for work to be done under this contract, must be in writing signed by or on behalf of each party to this contract.

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2.1 All work done under this contract will comply with:

a) the Building Code of Australia (to the extent required under the *Environmental Planning and Assessment Act 1979*, including any regulation or other instrument made under that Act); and

b) all other relevant codes, standards and specifications that the work is required to comply with under any law;

c) the conditions of any relevant development consent or complying development certificate; and

d) comply with statutory warranties in section 18B of the *Home Building Act 1989* and complete works in accordance with the requirements of this act.

2.2 Despite clause 2.1, this contract may limit the liability of the contractor for a failure to comply with clause 2.1 if the failure relates solely to:

a) a design or specification prepared by or on behalf of the owner (but not by or on behalf of the contractor); or

b) a design or specification required by the owner, if the contractor has advised the owner in writing that the design or specification contravenes clause 2.1.

3. General conditions of contract

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4.2 Unless otherwise stated, all amounts payable under this contract are inclusive of GST and where any such amount represents the consideration for a taxable supply, the contractor is responsible for payment of any GST on such taxable supply and the recipient is not obliged to add any additional amount with respect to such GST. If the consideration for any taxable supply under this contract is expressed to be exclusive of GST, the recipient of the taxable supply will add to the consideration for such supply, at the time of payment of such consideration, an amount equal to the GST payable by supplier in relation to such taxable supply, subject to the supplier being registered for GST and the provision by the contractor of a valid tax invoice in relation to such taxable supply. If the works are varied, the amount payable by the recipient in relation to GST will be varied to reflect the varied consideration payable to the contractor.

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a) where such default can be remedied, issue written notice requiring the contractor to remedy the default within ten (10) days; or

b) if the default is not remedied or is not capable of being remedied, terminate the contract by written notice to the contractor.

18.2 If the owner's corporation fails to make payments due under the contract or denies access to the site to the contractor to prevent the works from proceeding, then the contractor may issue a written notice requiring the owner's corporation to remedy the default within ten (10) days. If the default is not remedied or is not capable of being remedied, the contractor may terminate the contract by written notice to the owner. In that case, the owners corporation will compensate the contractor, as liquidated damages and as a genuine pre-estimate of the contractor's loss as a result of such termination, by paying to the contractor within 30 days of the date of invoice by the contractor, in full and final satisfaction of any liability to the contractor in relation to such termination:

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Contractor Name and Address: **All Doors (NSW) Pty Ltd**
PO Box 132
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Tel:
Fax:
Mobile:
Email: sales@alldoorsnsw.com.au*

SITE CONTACT:

Name:
Unit No:

Tel-H:
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c) the conditions of any relevant development consent or complying development certificate; and

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c) restrict access to the parts of the site in which the contractor is carrying out the works to its employees and subcontractors and for that purpose erect appropriate signage, entry controls and fencing, including:
   - when working on a lot, access to the lot being restricted at all times by a locked door; and
   - when working on common property, access to the area being restricted by an appropriate barrier or fence.

d) ensure minimal disturbance to owners and occupiers of lots and their invitees, including without limitation:
   - ensuring that owners and occupiers of lots and their invitees have reasonable and safe access to their lots and common property, taking into account the needs of elderly or disabled persons, except areas of the common property to which it is necessary to restrict access for the purpose of carrying out safely the work;
   - minimising disruption to services and if it is necessary to disrupt a service, ensure that functionality of that service is restored by the end of the day on which the disruption occurs;
   - employing the most effective practical methods to suppress noise, dust, vibration and other nuisances arising from carrying out the works;
   - ensuring that all areas accessed by the contractor on a day are left unobstructed, safe and clean at the end of the day; and
   - providing the owner and any affected occupiers, as soon as practical, with notice of any anticipated restrictions on access, disruptions of services, nuisances or hazards.

e) the contractor must comply with the reasonable directions of the owner regarding use of utilities and amenities at the site, including in relation to electricity, water, toilet facilities, routing for ingress to and egress from the site, lifts and waste disposal; and

f) effect and maintain such licenses, permits and authorizations as may be required to lawfully carry out the works and provide evidence of such to the owner on demand.

3.3 The contractor must warrant that the contractor has not provided the owner's corporation's strata managing agent or any officer or employee of the strata managing agent with any gift or other benefit prohibited by section 57 of the *Strata Schemes Management Act 2015* or requiring disclosure to the owner's corporation under section 60 of the *Strata Schemes Management Act 2015*

4. Payment of claims

4.1 Requests for payment of progress claims and the final claim will be forwarded by way of invoice to the strata managing agent or the owner's corporation during the course of the project. Payment of an invoice is to be made seven (7) days from the date the invoice is received by the strata managing agent or Owners Corporation.

4.2 Unless otherwise stated, all amounts payable under this contract are inclusive of GST and where any such amount represents the consideration for a taxable supply, the contractor is responsible for payment of any GST on such taxable supply and the recipient is not obliged to add any additional amount with respect to such GST. If the consideration for any taxable supply under this contract is expressed to be exclusive of GST, the recipient of the taxable supply will add to the consideration for such supply, at the time of payment of such consideration, an amount equal to the GST payable by supplier in relation to such taxable supply, subject to the supplier being registered for GST and the provision by the contractor of a valid tax invoice in relation to such taxable supply. If the works are varied, the amount payable by the recipient in relation to GST will be varied to reflect the varied consideration payable to the contractor.

4.3 Interest will be payable by the owners corporation to the contractor on any late payment due to the contractor at the rate specified in Part 36 Division 1 Rule 36/7 (Payment of interest) of the *Uniform Civil Procedure Rules 2005* (NSW).

5. Commencement of work

5.1 The contractor must commence the works by the commencement date specified in this contract.

6. Completion of work

6.1 The contractor must complete the works by the completion date specified in this contract. The works will be completed when they are finished in accordance to the contract, free of apparent defects and all rubbish and surplus materials have been removed from the site by the contractor. The contractor and owner must take all reasonable steps to minimize any delay to the works. The contractor will be entitled to a reasonable extension of time in the event of delays to the works, when the cause of delay is beyond the contractor's control and a claim for extension of time is notified in writing to the owner's corporation within five (5) days of the event which is beyond the contractor's control.

7. Approvals

7.1 The owner's corporation must apply for and obtain all approvals from local councils and or other statutory authorities necessary to carry out the works and must pay all fees for such approval.

8. Variations

8.1 This contract may be varied by written notice between the owners corporation and the contractor describing the variation in the cost of

the works and any change to the completion time. The notice must then be signed and dated by both parties to constitute acceptance of the variation.

9. Access for contractor

9.1 The owner's corporation must provide access to the common property and any lot comprised in the site for the contractor to carry out the work as required during work hours allowed by relevant statutory authorities.

10. Cleaning up

10.1 On completion, the contractor must remove from the site all plant, equipment and all rubbish and surplus material relating to the works. All demolished and surplus material will be property of the contractor.

11. Owners corporation supplies

11.1 The owner's corporation will make available to the contractor at no cost the use of a toilet, water and power.

12. Hours and noisy works

12.1 With exception of emergency works it is agreed that the contractor is authorized by the owner's corporation to carry out noisy works in accordance with hours prescribed by the local council or as prescribed by the strata plan by-laws.

12.2 It is agreed that works will not be carried out on public holidays.

13. Damage to the property

13.1 The contractor must make good any loss or damage to the work or property of the owners corporation (or its members) caused by the negligent act of the contractor or the contractor's employees, agents or subcontractors. There shall be proper allowance for fair wear and tear of the property damaged.

13.2 The owner's corporation must remove any furniture or personal goods from the vicinity of the works to minimize risk of damage. This clause shall not apply to damage which is the unavoidable result of the construction of the works in accordance with the contract.

14. Insurance of work and personal injury

14.1 The contractor must effect and maintain current insurance cover for:

- public liability insurance to cover liabilities to third parties for death or personal injury or damage to property for an amount no less than $20 million;
- employers liability and workers compensation insurance to cover any employees; and
- home building compensation fund insurance required under the *Home Building Act 1989*. The cost of that insurance will be paid for by the contractor and the owners corporation shall reimburse the contractor the amount of that insurance, plus the contractor's administration fee.

15. Defects

15.1 The contractor must make good any omissions or defects in the works or materials at the contractor's own expense which becomes apparent within the period of 26 weeks from the date the work is completed.

15.2 The owner's corporation must notify the contractor in writing of any work or materials to be rectified or replaced within the 26 week period of the defect becoming apparent.

16. Risk assessment by contractor

16.1 Before commencing the works, the contractor must undertake a risk assessment of the site in accordance with the *Work Health and Safety Act 2011* The contractor must provide a copy of the risk assessment of the site to the owner's corporation if requested.

16.2 After commencing the works, the contractor must ensure that all visitors to the site are inducted for site safety including workers, owners, tenants and visitors.

17. Dispute

17.1 If the owners corporation or the contractor considers a dispute has arisen in relation to any matter covered by this contract, that party must give the other party written notice of the items of the dispute. The parties nominated representatives must meet and make a bona fides attempt to resolve the dispute by negotiation within 14 days of the date of service of such written notice. Thereafter, either party may refer the matter to a tribunal, court or Fair Trading NSW.

18. Ending contract

18.1 If the contractor becomes bankrupt or goes into liquidation or administration or receivership or fails to complete work within the agreed time under this contract or fails to remedy defective work or replace faulty or unusable materials, then the owners corporation may:

a) where such default can be remedied, issue written notice requiring the contractor to remedy the default within ten (10) days; or

b) if the default is not remedied or is not capable of being remedied, terminate the contract by written notice to the contractor.

18.2 If the owner's corporation fails to make payments due under the contract or denies access to the site to the contractor to prevent the works from proceeding, then the contractor may issue a written notice requiring the owner's corporation to remedy the default within ten (10) days. If the default is not remedied or is not capable of being remedied, the contractor may terminate the contract by written notice to the owner. In that case, the owners corporation will compensate the contractor, as liquidated damages and as a genuine pre-estimate of the contractor's loss as a result of such termination, by paying to the contractor within 30 days of the date of invoice by the contractor, in full and final satisfaction of any liability to the contractor in relation to such termination:

a) where a fixed contract price has been agreed, a proportionate part of the contract price, based on the work completed to the date of termination, plus an additional ten (10) percent of the contract price; or

b) where a fixed contract price has not been agreed the value of all works carried out to date plus materials and equipment supplied by the contractor plus a profit margin of 15 percent, plus an additional payment of ten (10) percent of the total.

18.3 The owner's corporation may terminate the contract for convenience, without cause being required by written notice to the contractor. In that case, the owners corporation will compensate the contractor by paying to the contractor, within 30 days of the date of invoice by the contractor, in full and final satisfaction of any liability to the contractor in relation to such termination:

a) where a fixed contract price has been agreed, a proportionate part of the contract price, based on the work completed to the date of termination, plus an additional 10 percent of the contract price; or

b) where a fixed contract price has not been agreed the value of all works carried out to date plus materials and equipment supplied by the contractor plus a profit margin of 15 percent plus an additional payment of ten (10) percent of the total.

bright & duggan
australia's strata leader

Local network:
Crows Nest | Caringbah | Rose Bay
Sydney Olympic Park | Hunter
QLD | VIC | ACT

customercare@bright-duggan.com.au
bright-duggan.com.au
PO Box 281, Crows Nest NSW 1585
P: 02 9902 7100
ABN 32 001 554 650

Strata Works Agreement

Bill To:
Strata Plan No. 42309

28 Vore Street
Silverwater NSW 2141

Billing Address:

Order No: **00286611**
Order By: **Samantha.Walker**
Order Date: **30 Aug 23**
Quote No:

Account Manager: **Richard Kong**

ATTENTION TO:

Contractor Name and Address: **All Doors (NSW) Pty Ltd**
PO Box 132
LEPPINGTON NSW 2179

Tel:
Fax:
Mobile:
Email: sales@alldoorsnsw.com.au*

SITE CONTACT:

Name:
Unit No:

Tel-H:
Tel-W:
Mobile:

JOB DETAILS:

Property Affected: **Common Property**

Address: **28 Vore Street Silverwater NSW 2141**

Job Description:

Unit 23 - Roller Door Chain is broken (Picture attached) please attend to rectifity/repair the broken chain.

Kindly contact Penny directly for any further information and to arrange any access required: Penny Dennis (02) 9475 2423.

If this work order is not related the approved quote, or not urgent work, please limit the cost up to $1,000. Please advise us AND the site contact when you have COMPLETED this work order.

INVOICE MUST BE MADE OUT TO THE STRATA PLAN NUMBER WITH OUR WORK ORDER NUMBER STATED CLEARLY AND SENT TO: accpayable@bright-duggan.com.au

Kind Regards Samantha Walker
Bright & Duggan Repairs & Maintenance Team

PLEASE NOTE:
Invoices MUST be made out to the Strata Plan Number with our Order Number stated clearly and emailed to accpayable@bright-duggan.com.au ONLY

WE DRAW YOUR ATTENTION TO ATTACHED
Strata Works Agreement - Conditions of Work Engagement

STRATA WORKS AGREEMENT
Conditions of work engagement

strata community association NSW

bright & duggan
australia's strata leader

Terms and conditions

1. Plans and specifications

1.1 All plans and specifications for work to be done under this contract, including any variations to those plans and specifications, are taken to form part of this contract.

1.2 Any agreement to vary this contract, or to vary the plans and specifications for work to be done under this contract, must be in writing signed by or on behalf of each party to this contract.

1.3 This clause only applies to a contract to which section 7AA (Consumer information) of the *Home Building Act 1989* applies.

2. Quality of construction

2.1 All work done under this contract will comply with:

a) the Building Code of Australia (to the extent required under the *Environmental Planning and Assessment Act 1979*, including any regulation or other instrument made under that Act); and

b) all other relevant codes, standards and specifications that the work is required to comply with under any law;

c) the conditions of any relevant development consent or complying development certificate; and

d) comply with statutory warranties in section 18B of the *Home Building Act 1989* and complete works in accordance with the requirements of this act.

2.2 Despite clause 2.1, this contract may limit the liability of the contractor for a failure to comply with clause 2.1 if the failure relates solely to:

a) a design or specification prepared by or on behalf of the owner (but not by or on behalf of the contractor); or

b) a design or specification required by the owner, if the contractor has advised the owner in writing that the design or specification contravenes clause 2.1.

3. General conditions of contract

3.1 The contractor shall:

a) diligently proceed and complete the works in a proper and workman like manner;

b) supply all materials necessary for completion of the works of the kind and quality stated in the plans and all specifications; and

c) comply with all requirements of relevant local council and all statutory authorities with respect to the works.

3.2 The contractor must:

a) ensure that the property of owners and occupiers of lots and their invitees is not damaged in the course of carrying out the works;

b) maintain existing access and security measures in relation to the site, comply with reasonable directions of the owner for the purpose of maintaining security of the site and return all keys to the owner on completion of the works;

c) restrict access to the parts of the site in which the contractor is carrying out the works to its employees and subcontractors and for that purpose erect appropriate signage, entry controls and fencing, including:
   - when working on a lot, access to the lot being restricted at all times by a locked door; and
   - when working on common property, access to the area being restricted by an appropriate barrier or fence.

d) ensure minimal disturbance to owners and occupiers of lots and their invitees, including without limitation:
   - ensuring that owners and occupiers of lots and their invitees have reasonable and safe access to their lots and common property, taking into account the needs of elderly or disabled persons, except areas of the common property to which it is necessary to restrict access for the purpose of carrying out safely the work;
   - minimising disruption to services and if it is necessary to disrupt a service, ensure that functionality of that service is restored by the end of the day on which the disruption occurs;
   - employing the most effective practical methods to suppress noise, dust, vibration and other nuisances arising from carrying out the works;
   - ensuring that all areas accessed by the contractor on a day are left unobstructed, safe and clean at the end of the day; and
   - providing the owner and any affected occupiers, as soon as practical, with notice of any anticipated restrictions on access, disruptions of services, nuisances or hazards.

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f) effect and maintain such licenses, permits and authorizations as may be required to lawfully carry out the works and provide evidence of such to the owner on demand.

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4. Payment of claims

4.1 Requests for payment of progress claims and the final claim will be forwarded by way of invoice to the strata managing agent or the owner's corporation during the course of the project. Payment of an invoice is to be made seven (7) days from the date the invoice is received by the strata managing agent or Owners Corporation.

4.2 Unless otherwise stated, all amounts payable under this contract are inclusive of GST and where any such amount represents the consideration for a taxable supply, the contractor is responsible for payment of any GST on such taxable supply and the recipient is not obliged to add any additional amount with respect to such GST. If the consideration for any taxable supply under this contract is expressed to be exclusive of GST, the recipient of the taxable supply will add to the consideration for such supply, at the time of payment of such consideration, an amount equal to the GST payable by supplier in relation to such taxable supply, subject to the supplier being registered for GST and the provision by the contractor of a valid tax invoice in relation to such taxable supply. If the works are varied, the amount payable by the recipient in relation to GST will be varied to reflect the varied consideration payable to the contractor.

4.3 Interest will be payable by the owners corporation to the contractor on any late payment due to the contractor at the rate specified in Part 36 Division 1 Rule 36/7 (Payment of interest) of the *Uniform Civil Procedure Rules 2005* (NSW).

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15. Defects

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15.2 The owner's corporation must notify the contractor in writing of any work or materials to be rectified or replaced within the 26 week period of the defect becoming apparent.

16. Risk assessment by contractor

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17. Dispute

17.1 If the owners corporation or the contractor considers a dispute has arisen in relation to any matter covered by this contract, that party must give the other party written notice of the items of the dispute. The parties nominated representatives must meet and make a bona fides attempt to resolve the dispute by negotiation within 14 days of the date of service of such written notice. Thereafter, either party may refer the matter to a tribunal, court or Fair Trading NSW.

18. Ending contract

18.1 If the contractor becomes bankrupt or goes into liquidation or administration or receivership or fails to complete work within the agreed time under this contract or fails to remedy defective work or replace faulty or unusable materials, then the owners corporation may:

a) where such default can be remedied, issue written notice requiring the contractor to remedy the default within ten (10) days; or

b) if the default is not remedied or is not capable of being remedied, terminate the contract by written notice to the contractor.

18.2 If the owner's corporation fails to make payments due under the contract or denies access to the site to the contractor to prevent the works from proceeding, then the contractor may issue a written notice requiring the owner's corporation to remedy the default within ten (10) days. If the default is not remedied or is not capable of being remedied, the contractor may terminate the contract by written notice to the owner. In that case, the owners corporation will compensate the contractor, as liquidated damages and as a genuine pre-estimate of the contractor's loss as a result of such termination, by paying to the contractor within 30 days of the date of invoice by the contractor, in full and final satisfaction of any liability to the contractor in relation to such termination:

a) where a fixed contract price has been agreed, a proportionate part of the contract price, based on the work completed to the date of termination, plus an additional ten (10) percent of the contract price; or

b) where a fixed contract price has not been agreed the value of all works carried out to date plus materials and equipment supplied by the contractor plus a profit margin of 15 percent, plus an additional payment of ten (10) percent of the total.

18.3 The owner's corporation may terminate the contract for convenience, without cause being required by written notice to the contractor. In that case, the owners corporation will compensate the contractor by paying to the contractor, within 30 days of the date of invoice by the contractor, in full and final satisfaction of any liability to the contractor in relation to such termination:

a) where a fixed contract price has been agreed, a proportionate part of the contract price, based on the work completed to the date of termination, plus an additional 10 percent of the contract price; or

b) where a fixed contract price has not been agreed the value of all works carried out to date plus materials and equipment supplied by the contractor plus a profit margin of 15 percent plus an additional payment of ten (10) percent of the total.