Work Order

Work Order Assigned	All Doors (NSW) Pty Ltd	**Work Order Number**	KB11734-13101
Job Number	KB11734	**Date**	28/11/2024
Client Reference	1RA0007163	**Supervisor**	Bruno Barillaro
Customer Name	Reza Motevallizadeh	**Supervisor Contact**	0400 022 379
Customer Contact	0487039779		
Site Address	73 Kookaburra Rd, Prestons, NSW 2170		

Start Date	
Completion Date	
Additional Notes/Instructions:	

KB11734-13101

Garage Doors	Material	Labour
GARAGE		
Garage Door Motor - Supply garage door motor of the following description, brand/model	*2/item*	*N/A*
Single Roller Door - Supply door of the following description, brand/model/size	*1/item*	*N/A*
Labour for garage door installers of the following description	*N/A*	*12/hr*

Totals		Totals
	Subtotal	$3,450.00
	GST	$345.00
	Total	**$3,795.00**

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.

KASE BUILDING GROUP
PURCHASE ORDER CONDITIONS

CONDITIONS

1. (a) The Trade-Contractor will complete the works described in the p/o ("the works") by the date for completion (see p/o) with due care & skill in accordance with relevant Plans and Specifications.
(b) If the Trade-Contractor discovers or believes there is a discrepancy between or in the plans and specifications he must immediately refer it to the Builder for instructions. Unless otherwise noted, the precedence of documents will be the order of listing in **the p/o**
(c) The work of the Trade Contractor is to comply with the objectives and requirements of the Building Code of Australia as relevant to the work.

COMPLETION

2. (a) The construction period and date for completion of the works are set out in the p/o. The Trade-Contractor, if required, will complete the works in stages as identified in **the p/o**. The Trade-Contractor has satisfied himself that it is practicable to complete the works with due care & skill within the construction period set out in **the p/o**
(b) The Builder must allow a fair extension of time in respect of any delay not caused or contributed to by an act or default of the Trade-Contractor. In the event that the Builder receives an extension of time under the head contract he, in so far as it is relevant to the works, must pass onto the Trade Contractor the extension of time.
(c) If the Trade-Contractor fails to complete the works or any stage by the date specified in **the p/o where applicable**
or within any extended time approved in writing by the Builder then the Trade-Contractor must pay or allow by way of liquidated damages the sum stated in the p/o if applicable for the period during which the works or the relevant stage remains incomplete.

INSPECTIONS AND SITE MEETINGS

3. The Trade-Contractor must, upon reasonable notice, comply with the Builder's directions with regard to inspections of the works and must be available to attend site meetings relevant to the works. The parties are to use site meetings as a means of settling issues such as variations and compliance with or adjustment of construction timetables.

PAYMENT CLAIMS AND PAYMENT TERMS

4. (a) Payment claims must relate to the contract price and are to be made as required by the timetable set out in **the subcontractor agreement** which is 30 days from end of month**.**

(c) Any payment claim pursuant to (a) or (b) above must identify and relate to the work actually done by the Trade-Contractor and must properly value the work with reference to the contract price and the work done.
(d) A payment claim must not include an amount for a variation unless the price of the variation has been agreed in writing. Payment claims are to strictly comply with this requirement.
(e) Any dispute as to a payment claim is to be advised in writing to the Trade-Contractor within 10 business days of receipt of the payment claim. This applies to payment claims which are submitted prior to, or after, the date or period specified

PAYMENT CLAIMS RECEIVED AFTER DUE DATE

(f) Where a payment claim required by the contract to be submitted by a specified date or period is submitted after the date or period then payment of the same may be postponed until the next payment period. However the payment claim,
Even though received late, should still be assessed pursuant to (c) above.

PAYING A PAYMENT CLAIM

5. (a) The Builder is to pay to the Trade-Contractor the amount properly claimed in the payment claim or if it is disputed or adjusted the amount which is consequently admitted as being payable. The amount payable is to be determined by applying **clause 4**. The payment will be made on the date determined by reference to in the subcontractor agreement (30 days from end of month) and p[/o **(ii)B**. If **clause 4(e)** applies the date for payment may be altered to the next payment date.

(b) However, before becoming entitled to receive any payment the Trade-Contractor must deliver to the Builder:-

(i) a statement signed by him that no wages or other payments such as workers compensation or payroll tax are due and owing by him in respect of the works as at the date of the payment claim;

(ii) a statement signed by him that all subcontractors to the Trade-Contractor have been paid all amounts due and payable as at the date of the payment claim

(iii) any certificate or warranty in relation to the work; and

(iv) a tax invoice for an amount equivalent to the sum to be paid by the Builder in a form satisfactory to the Australian Tax Office.

(v) the supervisor has signed off on the works

RETENTION

6. (a) The Builder may retain ten percent (10%) of moneys becoming due under the contract until the sum retained is equal to five percent (5%) of the contract price.

(b) One half of any moneys so retained will be released on practical completion of the work or when the Builder takes over the works. The balance of any retention money must be released no later than the expiration of the Builder's head contract defects liability period. The period is set out at in the p/o

VARIATIONS TO THE WORK

7. (a) The Trade-Contractor will vary the works as reasonably required by the Builder but will notbe entitled to claim payment for any variation not authorized in **writing** by the Builder and agreed as to price.

(b) The Builder is to provide **written** instructions regarding any variations to the works which the Builder requires. In addition the Builder must, when appropriate, adjust the construction period to allow for the variation.

(c) The agreed price of any variation will be added to or deducted from the Contract price and can be included in a payment claim. Refer to **clause 4(d)**. The contract price does not include an amount for variations where the price or amount payable for the variation has not been agreed or determined. Should the parties not agree upon a price the Builder may require the Trade-Contractor to execute the variation and the matter of price is to be referred to dispute resolution under this contract. The Builder may at his option have the variation carried out by another person, in which case the Trade-Contractor will allow access to such person and his employees as required.

(d) **If the Trade Contractor carries out work, which he considers to be a variation, in the absence of written instructions from the Builder, then the same will be at the Trade-Contractor's sole risk.**

HOURS OF WORK

8. No part of the works are to be executed outside the ordinary working hours identified at without the Builder's prior written consent.

WORK HEALTH AND SAFETY OBLIGATIONS AND REGULATIONS

9. (a) The Trade-Contractor must establish and maintain a work procedure which ensures workplace safety for the Trade-Contractor, his employees and any other person on the site. This includes a duty to inspect and ensure any equipment is fit for its purpose. The Builder is entitled to receive a copy of the Trade-Contractor's site safety plan.

(b) The Trade-Contractor is to give necessary Notices and pay any fees relevant to the Trade-Contractor's work and will comply with all provisions and requirements, Statutory or otherwise, relevant to
the works.

(c) Should the Trade-Contractor or his employees or subcontractor(s) be permitted to use any scaffolding or equipment or equipment belonging to or provided by the Builder THEN such is on the express condition that no warranty or other liability on the part of the Builder will be created or implied as to the condition or suitability of the scaffolding or equipment or otherwise. Refer to clause 9(a) above.

SUB-LETTING

10.The Trade-Contractor cannot assign this Agreement or sub-let any portion of the same without the **written** consent of the Builder. In any event the Trade- Contractor remains responsible for the work under the contract.

REMOVAL OF WORKMEN

11. The Builder may require the removal from the works of any person employed by the Trade-Contractor who in the opinion of the Builder is incompetent or misconducts himself.

CLEANING UP

12.(a) The Trade-Contractor must keep the work site clean and tidy during the works. Any rubbish is to be placed in the area or facility nominated by the Builder or properly disposed of by the Trade-Contractor. **As per the p/o**

(b) On completion the Trade-Contractor will remove all his plant and equipment and leave the works clean and tidy ready for immediate use or occupation.

If the Trade-Contractor fails to do so the Builder may carry out the work necessary to achieve this outcome. The cost thereof may be deducted from any moneys due or becoming due to the Trade-Contractor. The Builder must provide no less than **two (2) working days written** notice of his intention to take such action. The Trade-Contractor is entitled to attend to any work within this period of notice.

DAMAGE AND DEFECTS

13.(a) The Trade-Contractor will pay to the Builder the cost of making good any damage caused by him or his employees or his Trade-Contractors to the work of the Builder or of any other Trade-Contractor.

(b) The Trade-Contractor will maintain the works until completion and thereafter make good all defects that may appear in the works for the liability period set out in fair trading prior to the expiration of the Builder's Defects Liability Period under the Head Contract. This duty will not relate to any defects which are caused to the Trade- Contractor's work by other parties for whom the Trade-contractor is not responsible.

(c) Corrective or remedial work must be undertaken within **ten (10) working days** (or an alternate period as agreed by the Builder) of notification of the same to the Trade-Contractor. If the need to carry out the corrective or remedial work is urgent then the Trade-Contractor will attend to this work as a matter of urgency.

(d) A failure to comply with the above requirements will entitle the Builder to arrange for other parties to carry out the work. The cost of this will be payable by the Trade-Contractor.

INSURANCE

14.(a) The Trade-Contractor must insure against liability at common law and under the Workers' Compensation Act in respect of any person employed by him in or about the execution of the works or in respect of whom he may be or become liable whether employed by him or not.
(b) The Trade-Contractor must also insure against liability to third persons or in respect of the property of third persons in an amount satisfactory to the Builder.
(c) The Trade-Contractor must detail the insurances relevant to his work, and must provide copies of the certificates of currency to the Builder. All policies are to be current for the period of time when work is carried out by the Trade- Contractor.
(d) The Trade-Contractor is not entitled to rely upon or call on the insurance of the Builder regarding the Trade-Contractor's work.

DEFAULT

16.If the Trade-Contractor becomes bankrupt or goes into liquidation or if he makes default in any of the following respects:
(a) he wrongfully suspends the work before completion; or
(b) he fails to proceed with the works with reasonable diligence or in a competent manner; or
(c) subject to **clause 13(c)** he fails to comply with a notice from the Builder requiring him to remove and replace defective work or improper materials; or
(d) he commits a breach of the contract
THEN the Builder may by notice in **writing** terminate this Contract. Such termination will not prejudice any right of the Builder to recover from the Trade-Contractor damages for any breach.

NSW FAIR TRADING LICENCE DETAILS FOR RESIDENTIAL SUBCONTRACTING

17. The Trade-Contractor warrants that he is the holder of a current and valid license from NSW Fair Trading which permits the carrying out of residential building works if they are the subject of this Trade-contract. The Trade-Contractor undertakes to ensure that this license remains valid throughout the period of the Trade-contract and acknowledges the validity of such license is a fundamental condition of this contract.

DISPUTE RESOLUTION

18. If any dispute or difference ("dispute") concerning this Agreement arises between the Builder and the Trade-Contractor then either party must give the other **written** notice of the dispute. The notice is to detail matters relevant to the dispute.
Within five (5) business days after the giving of such a notice the parties must confer at least once to attempt to resolve the dispute or to agree on a method
Of resolving the dispute by other means such as mediation, expert determination or arbitration. At any such conference each party must be represented by someone having the authority to settle the dispute.
A dispute as to valuation of variations which is not resolved at the conference required above is to be referred to arbitration or expert determination.
Nothing in this Clause prejudices the right of either party to have a dispute dealt with pursuant to the Building and Construction Industry Security of Payment Act 1999.

NOTICES

19. A notice is deemed to have been given and received: (a) (i) if addressed or delivered to the relevant
Address in the Contract or that address last
Communicated in **writing** to the person giving the notice; or
(ii) Sent to the fax number or email address nominated in the contract details or subsequent alternate number or email address advised in **writing**; and
(b) Will be served on the earliest date of: (i) actual receipt;
(ii) Confirmation of correct transmission of fax; or
(iii) 3 days after posting.

DEFINITIONS

20. Words herein denoting persons shall also denote Limited Companies and words denoting the singular shall include the plural and vice versa.