Date: 22/07/2025

Company name: All Doors (NSW) Pty Ltd
ABN: 96 128 338 643
Address: PO Box 132 Leppington NSW 2179

Attention: Managing Director

PROJECT NAME: Glastonbury Industrial Units
Project Address: 18-24 Glastonbury Avenue, Unanderra
SUBCONTRACT AGREEMENT: C66 9020

Dear Director

It is with pleasure that we enclose our signed Subcontract Agreement, being for the Roller Doors Package to the above project for the agreed Lump Sum value of **$93,950.00 plus GST.**

To evidence your acceptance, please;
1. Sign (on Page 3 of the Agreement) and return a completed copy to us for our records.
2. Provide Certificate of Currency for insurances including: Public Liability and Workers Compensation
3. Provide Site Specific Work Method Statement
4. Provide SDS for all materials associated with your works

Prior to commencement, please ensure your employees are inducted into your SWMS and that they have downloaded our Electronic Induction App 'Sign On Site' https://www.signonsite.com/app/download

During execution of the works, please send invoices directly to:
For all other matters relating to the Works, please contact the undersigned or our Site Manager,
Mr/Ms. Domenic Gigliotti on M: 0467 079 874
Thanks again for your co-operation and we look forward to the opportunity to complete a successful project together.

Yours faithfully,

Type text here

Steve McMahon

Steve McMahon
Construction Manager
0404 158 307 E: stevem@insightdevelopmentgroup.com.au
Accounts Charisse Ph: 02 4228 8566 E: accounts@insightdevelopmentgroup.com.au

# MAJOR SUBCONTRACT

**PROJECT:** 18-24 Glastonbury Industrial Units

**TRADE:** **Roller Doors**

**CONTRACT NO:** C66 9020

# Subcontract Agreement

| | |
|---|---|
| **Date** | 22/07/2025 |
| **Parties** | **Insight** and the **Subcontractor** |
| **Insight** | Name: Insight Development Group Pty Ltd<br>ABN: 92 620 531 437<br>Address: 116 Corrimal Street, Wollongong NSW 2500<br>Email: Ibrahim@insightdevelopmentgroup.com.au |
| **Subcontractor** | Name: All Doors (NSW) Pty Ltd<br>ABN: 96 128 338 643<br>Address: 125 Denham Court Rd, Denham Court 2565<br>Email: sales@alldoorsnsw.com.au |
| **It is agreed** | The Subcontractor must carry out the work under the Subcontract and complete the Subcontract Works in accordance with the Subcontract.<br>Insight will pay the Subcontractor the Subcontract Sum in accordance with the terms of the Subcontract. |
| **Subcontract sum** | The Subcontract sum is the lump sum of **$93,950.00 (excluding GST).** |
| **Subcontract documents** | This Subcontract Deed (and its Appendices) and the Subcontract General Conditions (and its Schedules) comprise the Subcontract Documents. |
| **Counterparts** | Insight and the Subcontractor agree the Subcontract may be executed in counterparts. Those counterparts taken together constitute one and the same instrument. |
| **Execution** | **Executed** as a deed.<br>**Insight**<br>Executed by **Insight Development Group Pty Ltd** ACN 620 531 437 in accordance with section 127 of the Corporations Act:<br>Steve McMahon<br>……<br>Signature of Construction Manager<br>……Steve McMahon……<br>Name of Construction Manager<br>……<br>Signature of director/secretary/witness<br>……<br>Name of director/secretary/witness<br>**Subcontractor**<br>Executed by **All Doors (NSW) Pty Ltd** Subcontractor ABN 96 128 338 643 in accordance with section 127 of the Corporations Act:<br>……<br>Signature of director<br>……<br>Name of director<br>……<br>Signature of director/secretary/witness<br>……<br>Name of director/secretary/witness |

## Appendix 1
## Subcontract Particulars

| Item | Particulars | Details |
|---|---|---|
| | **Site**<br>(clause 24) | 18 – 24 Glastonbury Avenue, Unanderra NSW 2526 |
| | **Date for Completion**<br>(clause 24) | Refer to Program |
| | **Security**<br>(clause 4) | Form: **Cash**<br>Maximum percentage: **5%**<br>If retention moneys, percentage of each payment claim: **10%** |
| | **Subcontractor's Professional Indemnity Insurance**<br>(clause 8) | Does not apply: Y / **N**<br>Amount: **$5 million**<br>If nothing stated, $5 million<br>Run-off: **7 year run-off**<br>If nothing stated, 7 year run-off |
| | **Subcontractor's Consultant's Professional Indemnity Insurance**<br>(clause 8) | Does not apply: Y / **N**<br>Amount: **$5 million**<br>If nothing stated, $5 million<br>Run-off: **7 year run-off**<br>If nothing stated, 7 year run-off |
| | **Public Liability Insurance (per occurrence)**<br>(clause 8) | **$20 million**<br>If nothing stated, $20 million |
| | **Liquidated Damages**<br>(clause 13) | **$1,000.00** per day |
| | **Defects liability period**<br>(clause 13) | **12 months**<br>If nothing stated, 24 months |
| | **Subcontractor Overhead and Profit**<br>(clause 15) | **10%**<br>If nothing stated, 2% |
| | **Date for making Payment Claims**<br>(clause 16) | **25th day of the month**<br>If nothing stated, the 25th day of the month |
| | **Due date for making payments**<br>(clause 16) | **30 days end-of-month of claim month**<br>If nothing stated, 30 Business Days |
| | **Unfixed materials or goods (if applicable)**<br>(clause 16) | Not applicable |
| | **Provisional sums**<br>(clause 16) | Not applicable |
| | **Design**<br>(clause 21) | Not applicable |

## Appendix 2
## Subcontract Breakdown

| Item | Description | Qty | Rate | Costs |
|---|---|---|---|---|
| 1 | Supply and installation of 25x Roller Doors including grifco 240v motor, 2x remote control and wall button | 25 | $3,758 | $93,950.00 |
| | | | | |
| | | | **Total Excluding GST** | **$93,950.00** |

## Appendix 3
## Subcontract Special Conditions

If there is any inconsistency between the Subcontract General Conditions and these Subcontract Special Conditions, these Subcontract Special Conditions shall prevail to the extent of the inconsistency.

1. Clause 6.3 Shop drawings have been removed.
2. Partial removal of Clause 6.4, as constructed drawings are removed. However, O&M manuals are required.
3. Clause 8.3 Professional Indemnity Insurance has been removed.

**This subcontract is let for the lump sum of items noted in scope of work, all other items will be completed under schedule of rates provided.**

## Appendix 4
## Subcontract General Conditions

Inserted after this page.

# Subcontract General Conditions (Major)

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# 1. Agreement

(a) The Subcontract contains the entire agreement between the parties about its subject matter and any previous understanding, agreement, representation or warranty relating to the subject matter is replaced by the Subcontract and has no further effect. Any terms that may have been attached to or embodied in the Subcontractor's tender or offer are deemed to have been withdrawn in favour of the terms of the Subcontract and the terms of the Subcontract include all matters agreed by the parties arising out of any post-tender discussions. The Subcontractor agrees that it does not rely on any document or other information given to it by Insight other than as expressly included in or referred to in the Subcontract.

(b) The Subcontract Special Conditions are included in the Subcontract and the Subcontractor must comply with such conditions.

(c) Where the Subcontract refers to all or part of another document not physically included in the Subcontract then the Subcontractor shall be deemed to have obtained a copy of that other document or the relevant part thereof from Insight.

# 2. Commencement and carrying out

## 2.1 Main obligation and time for commencement

(a) The Subcontractor must complete the work under the Subcontract:

(i) by the Date for Completion;

(ii) in accordance with the Subcontract;

(iii) directions of Insight; and

(iv) in accordance with all applicable Legislative Requirements.

(b) The Subcontractor must promptly commence the work under the Subcontract when notified by Insight to do so and thereafter diligently, without delay and with due expedition, carry out the work under the Subcontract.

## 2.2 Access

(a) Insight will allow the Subcontractor reasonable access to so much of the Site as is necessary to enable the Subcontractor to carry out the work under the Subcontract. Any delay in providing access will not constitute a breach of the Subcontract by Insight but the Subcontractor may be entitled to claim an extension of time under clause 14.

(b) The Subcontractor acknowledges access to the Site or areas in which the Subcontract Works are to be carried out may be non-continuous or obstructed by other works or activities.

(c) The Subcontractor must not deliver materials to or perform work on the Site until access is given or prior written approval has been provided by Insight and must comply with all procedures, policies, rules or security arrangements adopted from time to time by Insight or the Principal in connection with the Site.

## 2.3 Cooperation

The Subcontractor will not have possession of any part of the Site. The Subcontractor must accommodate and cooperate with the Principal, the Superintendent and Separate Contractors on Site and must at its own cost, at all times, plan, program and carry out the Subcontract Works so as to minimise any interference with, disruption or hindrance of, or delay to the performance of works on the Site being performed by others.

## 2.4 Working hours

The applicable Authority approved working hours and days will apply unless Insight states that different working hours and days apply in the Subcontract. Notwithstanding, Insight may permit work outside such times (but is under no obligation to do so) subject to the prior written approval of Insight and relevant Authorities if in the interests of safety of the work under the Subcontract or to protect life or property or (if the Subcontractor thinks it is necessary) to avoid nuisance. If inspection or attendance of Insight, the Principal or the Superintendent is required, the costs of that inspection or attendance will be borne by the Subcontractor. The Subcontractor will have No Claim against Insight (whatsoever) by reason of the Subcontractor carrying out work under the Subcontract outside the Subcontract working hours.

## 2.5 Signs

The Subcontractor must not affix, display or exhibit on the Site any sign or advertisement.

## 2.6 Subcontractor representative

(a) The Subcontractor must ensure at all times an English speaking representative is appointed and given all authority necessary to act on the Subcontractor's behalf under the Subcontract. If Insight objects to an appointment the Subcontractor must replace that representative. Matters within a representative's knowledge (including directions received) are deemed to be within the Subcontractor's knowledge.

(b) If 'key personnel' are nominated the Subcontractor must ensure those personnel are not removed without the approval of Insight, and if any are removed, they are replaced with people of at least equivalent skill and experience.

# 3. Warranties

## 3.1 Subcontractor warranties

(a) The Subcontractor warrants that:

(i) it is suitably qualified and experienced in the type of work that is the subject of the Subcontract and shall exercise due skill, care and diligence in the carrying out of the Subcontract Works;

(ii) it has informed itself as to the means of access to and egress from the Site, services and storage facilities and any constraints on Site;

(iii) it holds and will continue to hold all necessary Licences, registrations and certificates necessary to enable it to enter into the Subcontract and carry out the Subcontract Works and it will effect and maintain all insurances required under the Subcontract;

(iv) it has thoroughly examined any documents provided by Insight and relies on any such document entirely at its own risk;

(v) it will carry out and complete the Subcontract Works in a diligent and timely manner so as to achieve the Date for Completion; and

(vi) it has made proper and adequate allowance for all risks and matters which might impact the Subcontractor's ability to complete the work under the Subcontract by the Date for Completion and satisfied itself as to the correctness and sufficiency of the Subcontract Sum.

(b) The warranties provided by the Subcontractor, including those in this subclause, remain unaffected notwithstanding that any design work may have been carried out by or on behalf of Insight or the Principal, the instruction of a Variation by Insight, or any receipt, review or direction on any document by Insight.

## 3.2 Warranty deed

Within 14 days of execution of the Subcontract (and as a precondition to payment of any amount under the Subcontract), the Subcontractor must execute and return an (original) copy of the Deed of Warranty set out at **Schedule 1**.

## 3.3 Supplier warranties

(a) The Subcontractor must:

(i) obtain from its subcontractors and suppliers all required warranties, guarantees and undertakings in the names of the Principal and Insight noting the interests of the Principal and Insight on the face of the warranty, guarantee or undertaking;

(ii) ensure that the benefit of the warranties, guarantees and undertakings are capable of assignment to the Principal, Insight, their assigns or any of them; and

(iii) assign the benefit of the warranties, guarantees and undertakings to the Principal, Insight, their assigns or any of them (as directed by Insight).

(b) Insight may, notwithstanding any clause to the contrary, withhold payment of monies due to the Subcontractor until the Subcontractor has complied with this subclause.

## 3.4 Guarantee

Where the Subcontractor is a related or subsidiary corporation, or a private company or partnership, if requested by Insight to do so (and as a precondition to payment of any amount under the Subcontract), at any time during the performance of the Subcontract Works, the Subcontractor must procure and lodge with Insight a deed of guarantee in a form acceptable to Insight, the Deed of Guarantee set out at **Schedule 2** is acceptable to Insight, from guarantor(s) acceptable to Insight (in the case of a private company the director(s) are acceptable).

# 4. Security

## 4.1 Security

(a) The Subcontractor must provide Security in accordance with the Subcontract Particulars. Security and/or retention monies are for the purpose of ensuring due and proper performance of the work under the Subcontract and for security against any liability of the Subcontractor under the Subcontract.

(b) If the Subcontract Sum increases at any time, Insight 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 the amount equal to the limit in the Subcontract Particulars for Security (of the adjusted Subcontract Sum).

### 4.2 Recourse

(a) Insight may, at any time without notice, have recourse to Security:

(i) if it remains unpaid after the time for payment of any debt or other moneys due from the Subcontractor to Insight under the Subcontract or otherwise than under the Subcontract;

(ii) if it has incurred or claims it has incurred or may in the future incur any costs, expenses, Losses or damages as a consequence of any act, default or omission of the Subcontractor or of any of the Secondary Subcontractors;

(iii) if it becomes entitled to terminate the Subcontract; and

(iv) in any other circumstance contemplated by the Subcontract.

(b) The Subcontractor must not commence any proceeding, seeking relief by way of injunction or any other relief, which has as its objective the obtaining of an order restraining Insight from having recourse to any Security (or any issuer of Security from paying Insight pursuant to the Security) even though the Subcontractor may assert there is no right to have recourse.

(c) This subclause survives termination of the Subcontract.

### 4.3 Release

(a) Upon the later of:

(i) the Date of Completion;

(ii) receipt by Insight of an executed Deed of Release;

(iii) receipt by Insight of a written request for release of 50% Security; and

(iv) the date of Head Contract Practical Completion,

Insight will release 50% of the Security held by Insight to the Subcontractor.

(b) Upon the later of:

(i) the performance of all obligations under the Subcontract by the Subcontractor, including the rectification and making good of all Defects;

(ii) the expiration of the Defects Liability Period;

(iii) receipt by Insight of an executed Deed of Release; and

(iv) receipt by Insight of a written request from the Subcontractor for release of remaining Security,

Insight will release the remainder of the Security held by Insight to the Subcontractor.

(c) Notwithstanding paragraph (a) and paragraph (b) above, while any claim or dispute remains unresolved between Insight and the Subcontractor, Insight will not be obliged to release (nor will the Subcontractor be entitled to request the release of) any Security held until the claim or dispute is resolved.

## 5. Notices

(a) Subject to paragraph (b), any notice required to be given or served will be deemed to have been received the earlier of the time of actual receipt, or:

(i) if the notice is delivered by hand, at the time of delivery;

(ii) if the notice is posted, three (3) Business Days from the date of posting; or

(iii) if the notice is delivered electronically:

(A) in the case of a web based project documentation management and collaboration workspace, when the communication enters the information system; and

(B) in the case of email, at the time the email containing the notice left the sender's email system unless the sender receives notification that the email containing the notice was not received by the recipient,

provided that if a notice is given by the Subcontractor after 4pm in the place of receipt, or on a day that is not a Business Day, it is deemed as having been given on the next Business Day.

(b) The Subcontractor must submit notices under clauses 14.1 (EOT), 15.5 (Variations) and 20.1 (Notice of Dispute) to Insight's designated project manager or contract administrator for the Project on the web based project documentation management and collaboration workspace notified by Insight to the Subcontractor from time to time.

# 6. Documents

## 6.1 General

(a) Any document Insight supplies to the Subcontractor remains Insight's property to be returned to Insight on demand and is not to be copied or reproduced for any purpose unrelated to the Subcontract.

(b) The Subcontract Documents shall be read as complementary documents mutually explanatory of one another and what is required by or contained in one of them shall be as binding as if required by or contained in all of them. Incidental items not expressly stated in the Subcontract, but which are clearly necessary for the completion and performance of the work under the Subcontract, shall be supplied and carried out by the Subcontractor without adjustment to the Subcontract Sum (and the Subcontractor acknowledges and agrees it will have No Claim against Insight).

## 6.2 Discrepancies

(a) If the Subcontractor becomes aware of an inconsistency, ambiguity, discrepancy, or omission in or between the Subcontract Documents, the Subcontractor must notify Insight and paragraphs (b) and (c) will apply.

(b) In the event of an inconsistency, ambiguity, discrepancy, or omission in or between the Subcontract Documents, the following order of precedence will apply:

(i) Subcontract Deed;

(ii) Subcontract Particulars;

(iii) Subcontract Special Conditions (if any);

(iv) Subcontract General Conditions; and

(v) any other Subcontract Documents.

(c) If the inconsistency, ambiguity, discrepancy, or omission in or between the Subcontract Documents is not resolved by the order of precedence in paragraph (b) above:

(i) to the extent that any part of the Subcontract Documents imposes a greater or higher requirement, standard, quality or level of service or scope than any other part of the documents, except and subject to where the context expressly requires, that greater or higher requirement, standard or quality, level of service or scope prevails; and

(ii) to the extent paragraph (c)(i) above does not apply Insight will direct the Subcontractor of the interpretation to be followed.

(d) The Subcontractor warrants it has examined the documents and any other information made available by or on behalf of Insight to the Subcontractor and unequivocally accepts the risk of any Buildability Problems. The Subcontractor acknowledges and agrees it will have No Claim against Insight arising out of or in connection with any Buildability Problem which may be encountered.

(e) The Subcontractor acknowledges it will have No Claim against Insight under this subclause, whether due to a direction of Insight or otherwise.

## ~~6.3 Shop drawings~~

~~(a) If the Subcontractor is required to complete shop drawings, the Subcontractor must produce documents which meet the requirements of all of the Subcontract, directions of Insight and all applicable Legislative Requirements and relevant standards.~~

~~(b) Shop drawings may be coordinated at meetings convened as and when required by Insight.~~

~~(c) The Subcontractor must not commence manufacture or installation on Site until Insight (or any person nominated in writing by Insight) has approved the relevant shop drawings.~~

## 6.4 ~~As-constructed drawings~~ and O&M manuals

The Subcontractor must provide to Insight (as a precondition to Completion) as-constructed ~~drawings for the Subcontract Works in the specified scale and size required by Insight and~~ operating and maintenance manuals required by the Subcontract.

## 6.5 Submission of documents

(a) The Subcontractor must supply documents (and samples or submittals) at the times specified in the Subcontract or at times agreed with Insight, or, in respect of any design document or shop drawing, if no time is specified or agreed, the Subcontractor must submit those documents ten (10) Business Days prior to when they are required to allow for Insight (and if required) the Principal or Superintendent to review and permit re-work if required.

(b) The review process is to enable Insight, amongst other things, to alert the Subcontractor if Insight identifies something on the documents that does not comply with the Subcontract.

### 6.6 No obligation to review

(a) Insight will notify the Subcontractor if a document submitted is approved, or rejected, and if rejected the date for resubmission of that document (and the provisions of this paragraph will reapply).

(b) Notwithstanding paragraph (a), Insight will not be required to check Subcontractor supplied documents for errors, omissions, non-compliances, inconsistencies, ambiguities or discrepancies and any Insight approval will not relieve the Subcontractor of any of its obligations under the Subcontract.

### 6.7 No Variation for detail design

The Subcontractor understands and accepts that detailed design of the work under the Subcontract may be incomplete at the date of execution of the Subcontract and Insight is entitled to provide detailed design documentation to the Subcontractor after the execution of the Subcontract. The Subcontractor must comply with that documentation as if it had been provided at the date of execution of the Subcontract and acknowledges it will have No Claim against Insight due to the provision of further detailed design providing that the further design detail is generally consistent with the design in the Subcontract at the date of execution of the Subcontract.

### 6.8 Availability of documents

(a) Whilst work under the Subcontract is being performed, one complete set of Subcontract Documents (including drawings, specifications and other written information supplied by Insight and the Subcontractor) must be kept by the Subcontractor at the Site or other location approved in writing by Insight and must be available at all times for reference by Insight or any person nominated in writing by Insight.

(b) During the manufacture or assembly of any significant part of the work under the Subcontract away from the part of the Site where the Subcontract Works are to be constructed, a set of drawings and written information relevant to that part of the work must be kept by the Subcontractor at the place of manufacture or assembly and must be available for reference by Insight or any person nominated in writing by Insight.

### 6.9 Confidential information

(a) Drawings, specifications and other information, samples, models, patterns and the like, supplied by either the Subcontractor or Insight and marked or otherwise identified as confidential shall be regarded as confidential, and shall not be disclosed to a third party other than the Principal, the Superintendent and their consultants for the purpose of the execution, use, maintenance or alteration of the Head Contract Works except with the prior written agreement of Insight.

(b) If required by Insight, the other party shall enter into a separate agreement not to disclose to anyone else other than the Principal, the Superintendent and their identified consultants any confidential matter.

## 7. Subcontracting and assignment

### 7.1 Secondary subcontracting

(a) The Subcontractor must not, without the written approval of Insight (which may be withheld in Insight's absolute discretion and for any reason), enter into any subcontract or subcontract any part of the Subcontract Works. Any request by the Subcontractor for approval must be in writing and include details of that part of the Subcontract Works proposed to be subcontracted, the identity of the subcontractor and other details Insight may reasonably require. If requested to do so by Insight, the Subcontractor must supply a copy of the proposed subcontract without prices.

(b) Approval to enter into a subcontract may be conditional on the subcontract including provisions to enable the Subcontractor to fulfil its obligations to Insight. Any subcontractor not approved in writing by Insight shall not be permitted on the Site.

### 7.2 Responsibility for subcontractors

The Subcontractor is liable to Insight for the acts and omissions of the Secondary Subcontractors as if they were acts or omissions of the Subcontractor and anything in a Secondary Subcontractor's control is taken to be in the Subcontractor's control.

### 7.3 Proportionate Liability Legislation

The parties agree that, to the extent permitted by law:

(a) the operation of Proportionate Liability Legislation is excluded in relation to all and any rights, obligations and liabilities arising under, or in connection with, the Subcontract, the carrying out of work under the Subcontract or the Subcontract Works whether such rights, obligations or liabilities are sought to be enforced in contract, in tort (including negligence) or otherwise; and

(b) that their rights, obligations and liabilities will be those which would exist if the Proportionate Liability Legislation did not apply.

### 7.4 Assignment

The Subcontractor must not assign a right, interest or payment under the Subcontract without Insight's prior written consent, which may be withheld in Insight's absolute discretion. Insight may, without the prior consent of the Subcontractor, assign a right or interest under the Subcontract.

## 8. Insurance

### 8.1 Indemnity

The Subcontractor indemnifies Insight against all Losses in relation to or arising as a consequence of:

(a) any breach of the Subcontract or other legal duty and any claim by any person against Insight which arises out of an act, omission or breach by the Subcontractor; and

(b) to the extent caused by any act or omission of the Subcontractor or any of the Secondary Subcontractors:

(i) any loss of or damage to any property real or personal other than the Subcontract Works;

(ii) any claim or proceeding in respect of personal injury to or death of any person; and

(iii) contamination of any kind, nuisance, pollution, unreasonable noise or disturbance,

but the Subcontractor's liability to indemnify Insight will be reduced proportionately, to the extent that such Losses are caused by a breach of the Subcontract by Insight or a negligent act of Insight.

### 8.2 Works insurance

(a) Insight will effect and maintain (or ensure the Principal effects and maintains) works insurance in respect of loss or destruction of, or damage to, the Project (excluding the Subcontractor's tools and equipment).

(b) Insight's policies are renewed annually and deductibles or excesses are subject to change, without notice. Information about deductibles or excesses is available upon request from the Subcontractor. Insight assumes no liability for increases in deductibles or excesses.

(c) The Subcontractor must bear any amount which is not recovered by Insight on a claim made by Insight on behalf of the Subcontractor in relation to the Subcontract Works, including any deductible or excess which is paid, or payable, by Insight under any insurance policy.

~~**8.3 Professional Indemnity Insurance**~~

~~Unless stated otherwise in the Subcontract Particulars:~~

~~(a) the Subcontractor must take out and maintain from the date of the Subcontract for the period stated in the Subcontract Particulars a professional indemnity insurance policy specifically for the Subcontract Works under which the Subcontractor must be indemnified to an amount of not less than the amount stated in the Subcontract Particulars against any and all claims made against it by any person, firm or corporation including Insight and the Principal, in respect of any actual or alleged act, omission, fault or negligence on the part of the Subcontractor in the performance of the Subcontract Works. The terms and conditions of this policy of insurance, including limits on aggregation, and the identity of the insurer, must be subject to Insight's approval, and the Subcontractor must comply with the instructions of Insight on these matters; and~~

~~(b) any design consultant engaged by the Subcontractor must also take out and maintain professional indemnity insurance from the date of the Subcontract for the period stated in the Subcontract Particulars of an amount not less than the amount stated in the Subcontract Particulars.~~

### 8.4 Public liability

(a) Prior to commencing work on Site the Subcontractor must effect (and maintain until expiry of the Defects Liability Period) and pay all premiums for a public and product liability insurance policy in the joint names of Insight and the Subcontractor which covers Insight, the Subcontractor and all subcontractors employed from time to time in relation to the work under the Subcontract for their respective rights and interests and covers their liabilities to third parties. The policy shall also cover the Subcontractor's liability to Insight and Insight's liability to the Subcontractor for loss of or damage to property and the death of or injury to any person.

(b) Any policy of insurance effected under paragraph (a) must have a limit of indemnity for each and every occurrence not less than the sum stated in the Subcontract Particulars and be effected with a reputable insurer and in terms approved by Insight.

### 8.5 Other insurances

(a) Prior to commencing work on Site the Subcontractor must have in place and have paid all premiums for workers compensation and related liability insurance in accordance with the requirements of the Workers Compensation Act and where possible extended to indemnify Insight against statutory liability.

(b) The Subcontractor must ensure it has in place third party property damage insurance for all motor vehicles owned, leased or hired by the Subcontractor, used in connection with the carrying out of the

work under the Subcontract and material loss or damage insurance covering and for replacement of all Constructional Plant and temporary works, against physical loss, damage or destruction.

(c) Where the work under the Subcontract involves or may involve the disturbance, removal or disposal of any asbestos, the Subcontractor must effect a policy of insurance in respect of the Subcontractor's liability for occurrences arising as a result of exposure of any person to any asbestos or any compounds related to asbestos. Such policy of insurance shall be for the amount required by Insight and comply with any relevant Legislative Requirement. The subcontractor shall maintain such policy until the expiry of the Defects Liability Period.

### 8.6 General

(a) Whenever requested to do so by Insight the Subcontractor must demonstrate it has maintained the insurance policies required to be effected under this clause by production of a certificate of currency. If the Subcontractor fails to provide satisfactory evidence of insurance Insight may effect and maintain that insurance and pay the necessary premiums. The cost of the premiums will be a debt due from the Subcontractor to Insight.

(b) The Subcontractor must inform Insight of any occurrence that may give rise to a claim under a policy of insurance and keep Insight informed of subsequent developments concerning that claim.

(c) Whenever under the Subcontract an insurance policy is required to be effected by the Subcontractor in joint names and/or note the interest of Insight the policy must include a cross-liability clause in which the insurer agrees to waive all rights of subrogation or action against any of the persons comprising the insured and for the purpose of which the insurer accepts the term 'insured' as applying to each of the persons comprising the insured as if a separate policy of insurance had been issued to each of them.

## 9. Legislative Requirements

### 9.1 General

The Subcontractor must comply with all Legislative Requirements, applicable Australian Standards and Building Code provisions. A change in a Legislative Requirement after the execution of the Subcontract Deed that necessitates a change to the Subcontract Works or an increase or decrease in a fee payable or payment of a new fee is at the Subcontractor's risk and the Subcontractor will have No Claim against Insight.

### 9.2 WHS

(a) The Subcontractor must work safely at all times, ensure the safety of all its employees and employees of its subcontractors and comply with Insight's WHS Policy set out in the Subcontract.

(b) The Subcontractor acknowledges that Insight has been appointed "principal contractor" for the purposes of the WHS Regulations and the Subcontractor must comply:

(i) with the WHS Act and the WHS Regulations;

(ii) with the 'Insight Project EHS Plan' (as may be updated from time to time); and

(iii) with directions of Insight on WHS Act and WHS Regulations matters.

(c) Prior to commencing work under the Subcontract (or at times directed by Insight to do so), the Subcontractor must prepare and submit to Insight for approval, the documents and information required in the Insight Project EHS Plan (including a written safe work method statement).

(d) The Subcontractor must, prior to commencing work on Site, ensure that its personnel complete Insight'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 Insight and the Subcontractor will have No Claim against Insight in such circumstances. The Subcontractor shall indemnify Insight to the extent permitted by law in respect of any liability, costs, Losses or expenses whatsoever arising in connection with any breach of the WHS Act or WHS Regulation by Insight to which the Subcontractor has contributed by a breach of this subclause

### 9.3 Environmental

The Subcontractor must comply with any Site specific environmental management plan or system (including with respect to dust and run-off from the Site) and applicable environmental Legislative Requirements and must ensure, in connection with the carrying out of the work under the Subcontract, Insight does not become liable in connection with any environmental pollution and the Subcontractor shall indemnify Insight in respect of any such liability and associated costs, Losses or expenses (including Authority fines).

### 9.4 Heavy vehicles

(a) The Subcontractor must (and must ensure its subcontractors and suppliers) comply with the Heavy Vehicle National Laws and upon request by Insight, provide Insight with evidence of such compliance.

(b) The Subcontractor must cooperate and do all things necessary to assist Insight and its officers, employees or agents in discharging their obligations under the Heavy Vehicle National Law.

(c) Upon becoming aware of any non-conformance the Subcontractor must immediately inform Insight of the non-conformance, whether such non-conformance is the subject of regulatory investigation or not and take steps to immediately rectify the non-conformance (where appropriate) and cooperate with Insight in relation to the investigation and rectification of the non-conformance.

(d) Notwithstanding any other provision of the Subcontract the Subcontractor shall indemnify Insight (including its officers, employees or agents) from and against any damage, expense, Losses or liability arising out of or in connection with a non-conformance of the Heavy Vehicle National Laws by the Subcontractor (or its subcontractors and suppliers).

### 9.5 Industrial relations

(a) The Subcontractor must comply with all applicable industrial relations Legislative Requirements and the terms and conditions of relevant awards and (if applicable) any industry or Site specific agreement relating to the work under the Subcontract.

(b) With respect to industrial disputes the Subcontractor must:

(i) take all reasonable steps to avoid any industrial disputes with any Secondary Subcontractors;

(ii) minimise the consequences of any industrial dispute, concerning or arising out of the work under the Subcontract; and

(iii) comply with directions of Insight issued with the objective of reducing industrial disputes.

(c) The Subcontractor acknowledges and agrees that all costs and expenses associated with complying with its obligations under paragraphs (a) and (b) shall be (and are deemed to be) allowed for in the Subcontract Sum.

### 9.6 Modern slavery

(a) The Subcontractor agrees:

(i) to use its best endeavours and be duly diligent to:

(A) avoid the use in its business and its supply chains of any form of human trafficking, slavery, servitude or forced labour, to exploit children or any other person in Australia or elsewhere including without limitation anything that would be a modern slavery offence under the Modern Slavery Act (**Modern Slavery**); and

(B) identify the parts of its business and supply chains and those of its Secondary Subcontractors where there is a risk of Modern Slavery taking place and duly manage that risk;

(ii) to comply with all laws in connection with the avoidance or reduction of Modern Slavery;

(iii) to comply with any reasonable policy or direction notified by Insight from time to time in relation to the avoidance of modern slavery in the Subcontractor's business and supply chains and those of its Secondary Subcontractors; and

(iv) to promptly comply with all reasonable requests from Insight for information in relation to the Subcontractor's compliance with this subclause or to assist Insight and the Principal to comply with their respective obligations under the Modern Slavery Act.

(b) The Subcontractor warrants that it has operated and will continue to operate in compliance with the Modern Slavery Act.

## 10. Construction

### 10.1 Site conditions

(a) The Subcontractor has entered into the Subcontract relying on its own investigations of the Site and accepts the Site and any structures on the Site in their present condition.

(b) The Subcontractor assumes the risk and acknowledges it will have No Claim against Insight arising out of or in connection with Site Conditions and characteristics of the Site and its surrounds.

(c) Insight makes no representation and gives no warranty with respect to Site Conditions and the accuracy, adequacy, suitability or completeness of any Site information document supplied to the Subcontractor.

(d) If an existing service obstructs the work and is required to be relocated or diverted, unless expressly permitted by the Subcontract, the Subcontractor will have No Claim against Insight in connection with such relocation or diversion. The Subcontractor must make good, and fully indemnifies Insight against any damage caused to an existing service in the course of carrying out the work under the Subcontract.

(e) If the Subcontract Works are dependent on a previous contractor's work the Subcontractor must examine that work prior to commencing its works and notify Insight of any defect in that work. Should the Subcontractor fail to notify Insight and it builds over or incorporates into its work any defective work by

other contractors then the Subcontractor shall be liable for the costs of rectification of that defective work and shall have No Claim against Insight in respect of prior defective work.

(f) Where the nature of the work under the Subcontract requires the Subcontractor to carry out work on, or over, an adjoining property the Subcontractor must:

(i) comply with the terms and conditions of any access agreement obtained by Insight or the Principal in connection with access to an adjoining property; and

(ii) make good any loss or damage caused by the Subcontractor to an adjoining property to the satisfaction of the property owner.

(g) Immediately upon the discovery of valuable minerals, fossils, articles or objects of antiquity or of anthropological or archaeological (including indigenous) interest and articles of value on the Site the Subcontractor must:

(i) take precautions to prevent their loss, removal or damage;

(ii) give Insight immediate notice of the discovery; and

(iii) comply with directions of Insight, the Superintendent or an Authority.

### 10.2 Conduct on Site

(a) The Subcontractor must keep Site access ways clear and unobstructed and ensure that good standards of behaviour are maintained by all persons the Subcontractor brings to Site.

(b) Insight may direct the Subcontractor to remove from Site any personnel who, in Insight's opinion, are negligent or incompetent, in breach of a management plan, or engaged in unlawful, riotous or disorderly conduct. That person(s) must not return to Site without the express written consent of Insight.

(c) The Subcontractor must ensure that no damage, nuisance or inconvenience is caused to anyone lawfully on the Site and occupiers of adjacent properties or the public by anything, including dust, dirt, water or noise.

### 10.3 Facilities

Insight does not warrant that any facilities made available by Insight under the Subcontract will be suitable or that they will be continuously available.

### 10.4 Materials, plant and labour

(a) Except where the Subcontract provides otherwise the Subcontractor must, at its own expense, supply everything reasonably necessary or which may be reasonably inferred from the Subcontract for performance of the work under the Subcontract including all equipment, Constructional Plant, services and facilities.

(b) The Subcontractor must:

(i) ensure that all materials, workmanship and methods of construction used by the Subcontractor are suitable in all respects for their intended purposes, including any purpose stated in, or inferable from, the Subcontract;

(ii) ensure that all materials are new and of suitable quality and workmanship is proper and tradesman like; and

(iii) ensure that when the Subcontract Works are complete they will comply with the requirements of the Subcontract and any applicable Legislative Requirements.

(c) In respect of any material to be supplied by the Subcontractor in connection with the Subcontract Insight may direct the Subcontractor to supply particulars of the mode and place of manufacture, the source of supply, the performance capacities and other related information.

(d) Insight may give the Subcontractor a direction not to remove materials or Constructional Plant from Site. Thereafter the Subcontractor must not remove them without Insight's prior written approval.

### 10.5 QA Plan

(a) The Subcontractor must develop, document and submit for approval, a quality management plan to assure the quality of the Subcontract Works (using applicable ISO standards as a guide).

(b) The Subcontractor's QA Plan must include an inspection and test plan acceptable to Insight. The Subcontractor's QA Plan is to be used as an aid to achieving compliance with the Subcontract and to document such compliance but does not relieve the Subcontractor of the responsibility to comply with the Subcontract.

(c) The treatment of non-conformances is to be approved by Insight before being covered up or incorporated into the work under the Subcontract. The Subcontractor must not cover up work, or put out of view, work which requires approval of an Authority without the prior written approval of Insight.

### 10.6 Inspections

The Subcontractor must comply with an inspection direction issued by Insight, the Principal or the Superintendent.

### 10.7 Setting out and survey marks

(If applicable) Insight will give the Subcontractor the data and like information (such as gridlines) necessary for the Subcontractor to set out the Subcontract Works, together with those survey marks specified in the Subcontract (if any). The Subcontractor will keep in their true positions all survey marks and promptly notify Insight if any survey mark is disturbed. If a disturbance to a survey mark is caused by the Subcontractor, or any Secondary Subcontractors, the costs incurred by Insight in reinstating the survey mark will be a debt due from the Subcontractor to Insight.

### 10.8 Testing

The Subcontractor must carry out (or assist with) tests as stated in the Subcontract, or as directed by Insight and if directed to do so, provide assistance to the Superintendent in relation to tests under the Head Contract. On completion of testing the Subcontractor must make good (where applicable) work under the Subcontract. All costs in connection with testing pursuant to this subclause will be borne by the Subcontractor.

### 10.9 Protection of people and property

(a) Insofar as compliance with the Subcontract permits, the Subcontractor must take measures necessary to protect people and property, to avoid unnecessary interference with the passage of people and vehicles, and to prevent nuisance and unreasonable noise and disturbance.

(b) If the Subcontractor damages property, the Subcontractor must immediately rectify the damage and pay any compensation which a Legislative Requirement requires the Subcontractor to pay and if such Legislative Requirement requires Insight to pay compensation on the Subcontractor's behalf, the Subcontractor shall indemnify Insight any such liability and associated costs, Losses or expenses.

(c) If the Subcontractor fails to comply with an obligation under this subclause, Insight, in addition to any other rights and remedies, may have the obligation performed by others. The costs incurred by Insight will be a debt due from the Subcontractor to Insight.

### 10.10 Care of the works and reinstatement

(a) The Subcontractor is responsible for care of:

(i) the whole of the work under the Subcontract from and including the date of commencement of the work under the Subcontract until 4pm on the Date of Completion; and

(ii) any work being made good or being repaired during the Defects Liability Period and items to be removed from the Site.

(b) The Subcontractor is responsible for the care of and preservation of things entrusted to the Subcontractor by Insight or brought onto the Site by any subcontractors for executing the work under the Subcontract.

(c) If loss or damage, other than that caused by Insight (its employees or agents), occurs to the Subcontract Works during the period of the Subcontractor's care, the Subcontractor must, at its cost, rectify such loss or damage.

### 10.11 Emergency works

If urgent action is necessary to protect the work under the Subcontract, other property or people and the Subcontractor fails to take action, in addition to any other rights or remedies of Insight may take the necessary action without prior notice to the Subcontractor. If the action was action which the Subcontractor should have taken at the Subcontractor's cost, the costs incurred by Insight will be a debt due from the Subcontractor to Insight.

### 10.12 Cleaning up

(a) The Subcontractor must keep those parts of the Site used for work under the Subcontract clean and tidy, remove rubbish and surplus material regularly (at a minimum daily) and as and when directed by Insight and at Completion, and also promptly remove any temporary works and Constructional Plant from the Site at Completion.

(b) If the Subcontractor fails to comply with its obligations under paragraph (a), Insight may have the obligation performed by others (or may do so itself) and any costs or expenses incurred by Insight will be a debt due from the Subcontractor to Insight.

### 10.13 Site meetings and reports

(a) The Subcontractor must until the Date of Completion, ensure an appropriate representative attends Site meetings and if directed by Insight to do so, attend Project meetings under the Head Contract.

(b) The Subcontractor must provide Insight with such reports as may be requested by Insight from time to time, including within the time and in the form requested by Insight.

# 11. Defects

## 11.1 Defective work

(a) If at any time prior to the expiration of the Defects Liability Period Insight becomes aware of work done (or material provided) which is not in accordance with the Subcontract, Insight may provide notice to the Subcontractor of that fact and may direct the Subcontractor:

(i) to remove the material from the Site;

(ii) to demolish the work;

(iii) to redesign, reconstruct, replace or correct the material or work; or

(iv) not to deliver the material or work to Site,

and specify the time in which the rectification works are to be completed.

(b) The Subcontractor must make available sufficient materials and personnel to comply with the direction and ensure that the rectification works are carried out in a manner that does not cause a nuisance or disturbance to any person and must comply (at its expense) with instructions by Insight as to access, hours of work, work methods and dress.

(c) If the Subcontractor fails to comply with a notice under paragraph (a) the Subcontractor acknowledges it has relinquished any rights it may have had to rectify the Defect and Insight may have the rectification works carried out by others and the costs and Losses incurred will be a debt due from the Subcontractor to Insight.

## 11.2 Acceptance of defective work

Instead of a direction pursuant to subclause 11.1, Insight may direct the Subcontractor that Insight elects to accept the subject work, whereupon the Subcontract Sum shall be decreased by the greater of the following as assessed by Insight:

(a) the cost to Insight of remedying the material or work valued under subclause 15.3; or

(b) the resulting decrease in value to Insight of the Subcontract Works and any other Losses which Insight is likely to suffer if it accepts the material or work.

# 12. Programming

## 12.1 General obligations

(a) The Subcontractor must program the work under the Subcontract:

(i) to ensure Completion is achieved by the Date for Completion;

(ii) consistent with the Project Program; and

(iii) in coordination with other work being undertaken under the Head Contract.

(b) Insight will not be required to do anything or supply any item (including free issue material and facilities) other than as was contemplated at the date of execution of the Subcontract.

## 12.2 Project Program

(a) Insight may provide the Subcontractor with an overall Project Program which may be updated from time to time.

(b) The Project Program (updated, revised, re-issued or replaced) shall not be construed as a direction by Insight, is not a statement of contractual obligations and does not relieve the Subcontractor of its obligation to complete the Subcontract Works by the Date for Completion or entitle the Subcontractor to extensions of time to which the Subcontractor would not otherwise be entitled under the Subcontract.

(c) The Subcontractor understands and accepts that:

(i) the Project Program may not show all the activities required to complete the works under the Subcontract or all interfaces with the works of other subcontractors;

(ii) Insight may from time to time, update, revise, re-issue or replace the Project Program; and

(iii) the Subcontract Sum includes all necessary allowances for the Subcontractor to comply with the Project Program (including any updates to the Project Program) and for Insight to direct the order, timing, stages and acceleration of the Subcontract Works at the absolute discretion of Insight (whether in a Project Program or otherwise).

(d) The Subcontractor must comply with the then current Project Program at all times and perform its obligations consistently with the then current Project Program.

## 12.3 Subcontractor's Program

(a) Insight may direct the Subcontractor to provide a draft program (at any time).

(b) The Subcontractor's draft program (and all Subcontractor's Programs) must:

(i) be consistent with the then current Project Program;

(ii) be provided in electronic/native form (in MS Project or other program directed by Insight); and

(iii) incorporate appropriate logic and activity links and show the critical path of the Subcontract Works and show the float value of all activities and show the durations of all activities.

(c) Insight will notify the Subcontractor if the Subcontractor's draft program is approved, or not approved, with reasons and a date for resubmission if required. If the Subcontractor's draft program is not approved the Subcontractor must re-submit the Subcontractor's amended draft program by the date specified and the provisions of this paragraph will reapply.

(d) Notwithstanding Insight's approval of the Subcontractor's Program Insight will not be required to do anything or supply any item other than as was contemplated at the date of execution of the Subcontract.

### 12.4 Re-sequencing

(a) Insight may direct the Subcontractor to re-sequence the work under the Subcontract so as to ensure that Completion is achieved by the Date for Completion or to accommodate the work under the Head Contract.

(b) Upon receipt of a direction under paragraph (a) the Subcontractor must immediately comply with the direction. The Subcontractor acknowledges it will have No Claim against Insight due to a re-sequencing direction by Insight under paragraph (a).

### 12.5 Suspension

(a) Insight may at any time and for any reason in its absolute discretion direct the Subcontractor to suspend the whole or any part of the work under the Subcontract.

(b) Following a suspension direction Insight will direct the Subcontractor to recommence work on the whole or relevant part of the work under the Subcontract.

(c) Subject to paragraph (d), if the Subcontractor suffers a delay to the Date for Completion as a result of a suspension direction under paragraph (a), it may be entitled to claim an extension of time under clause 14.

(d) If Insight's direction to suspend the whole or any part of the work under the Subcontract is a result of the Subcontractor's fault or breach of the Subcontract, that suspension is at the cost and risk (including time) of the Subcontractor and the Subcontractor acknowledges it will have No Claim against Insight.

### 12.6 Separable Portions

(a) Insight may (at any time prior to Completion) nominate a part of the Subcontract Works as a Separable Portion and direct that it be undertaken separately.

(b) Should Insight nominate a Separable Portion under paragraph (a) above, Insight will also identify the Date for Completion and liquidated damages for that Separable Portion.

(c) The interpretations of Completion, Date of Completion and clauses 10.12, 11, 13.4, 14 and any other relevant clauses shall apply separately to each Separable Portion and references therein to the Subcontract Works and work under the Subcontract shall mean so much of the Subcontract Works and the work under the Subcontract as is comprised in the Separable Portion.

(d) The Subcontractor acknowledges that once a Separable Portion has reached Completion, it must take reasonable measures to ensure that the Separable Portion can be used or operated with minimum disturbance and inconvenience.

### 12.7 Milestones

If a Milestone Schedule is included in the Subcontract, the Subcontractor must achieve each milestone by the relevant milestone completion date and/or within the period in the Milestone Schedule.

## 13. Completion

### 13.1 Progress to Completion

The Subcontractor shall proceed with the work under the Subcontract with due expedition and without delay and ensure that the work under the Subcontract reaches Completion by the Date for Completion.

### 13.2 Certificate of completion

(a) The Subcontractor must give Insight written notice 14 days before it anticipates achieving Completion.

(b) When the Subcontractor is of the opinion that Completion has been achieved, the Subcontractor must make a written request to Insight to issue a Certificate of Completion.

(c) Upon receipt of a request under paragraph (b), Insight will give to the Subcontractor:

(i) a notice certifying Completion has been achieved and the Date of Completion; or

(ii) a notice setting out reasons for rejecting the Subcontractor's request for a Certificate of Completion (and the provisions of paragraph (b) will reapply).

(d) If Insight is of the opinion that Completion has been achieved, Insight may issue a Certificate of Completion, even though no request has been made by the Subcontractor.

(e) A Certificate of Completion is not evidence that the Subcontract Works have been executed in accordance with the Subcontract nor will it prejudice any claim by Insight.

### 13.3 Handover of the works

Insight may require the Subcontractor to hand over to Insight, for occupation or use by Insight or the Principal or any person authorised by Insight or the Principal, any part or portion of the Subcontract Works. Unless Insight notifies the Subcontractor otherwise, any part or portion handed over by the Subcontractor under this subclause will not be deemed to have reached the stage of Completion.

### 13.4 Damages for late completion

(a) If the Subcontractor fails to achieve Completion by the Date for Completion, the Subcontractor must pay to Insight the liquidated damages stated in the Subcontract Particulars for every day after the Date for Completion until the Date of Completion or termination (whichever occurs first).

(b) The parties agree the amount for liquidated damages stated in the Subcontract Particulars is an agreed genuine pre-estimate of Insight's loss and damages in the event Completion occurs after the Date for Completion.

(c) If the Head Contract Works do not reach Practical Completion by the date for Practical Completion under the Head Contract due to:

(i) a failure of the Subcontractor to reach Completion by the Date for Completion under the Subcontract; or

(ii) a breach of any other obligation under the Subcontract by the Subcontractor or any of the Secondary Subcontractors,

the Subcontractor shall indemnify Insight against any liquidated damages under the Head Contract or any other Losses or damages that Insight becomes liable to pay under the Head Contract.

(d) If this subclause is found for any reason to be void, invalid or otherwise inoperative, so as to disentitle Insight from recovering liquidated damages for the Subcontractor's failure to achieve Completion by the Date for Completion, Insight shall be entitled to recover damages from the Subcontractor for such failure under general law, which damages will not be limited to the liquidated damages that Insight would otherwise (but for the disentitlement) have been entitled to recover from the Subcontractor.

### 13.5 Defects Liability Period

The defects liability period will commence on the Date of Completion and will expire on the later of the date upon which the last defects liability period under the Head Contract expires and the date which is the last day of the period stated in the Subcontract Particulars after Completion.

## 14. EOTs

### 14.1 Notice of delay

Within two (2) Business Days of when the Subcontractor became aware, or should reasonably have become aware, of anything which might delay any part of the work under the Subcontract, the Subcontractor must notify Insight of the nature of the possible delay and provide details of the cause and likely extent of the delay.

### 14.2 EOT Claim

(a) If the Subcontractor is or will be delayed in reaching Completion by the Date for Completion by an Excusable Delay (or after the Date for Completion by an Act of Prevention) and the Subcontractor has provided the notice required under subclause 14.1 and used all reasonable endeavours to avoid or mitigate the effects of the delay (inclusive of reprogramming the work under the Subcontract), the Subcontractor may be entitled to an extension of time for Completion.

(b) If the Subcontractor considers itself entitled to an extension of time for a delay and all the requirements of paragraph (a) have been satisfied the Subcontractor must, within five (5) Business Days after the event causing the delay first occurs, submit to Insight a written claim for an extension of time setting out for that event of delay:

(i) a detailed statement of the facts upon which the claim is based;

(ii) a precise identification of the activities which are critical to achieving Completion and which have been affected by the delay;

(iii) the measures adopted by the Subcontractor to avoid or minimise the delay; and

(iv) the period of extension claimed together with the basis of calculating that period.

(c) If the delay is ongoing the Subcontractor must submit a written claim for an extension of time each five (5) Business Days setting out interim details of the matters in paragraph (b) above.

### 14.3 Entitlement

(a) It is a condition precedent to the Subcontractor's entitlement to any extension of time that the Subcontractor has complied with subclauses 14.1 and 14.2.

(b) If the Subcontractor is entitled to an extension of time Insight will grant a reasonable extension of time following receipt of the Subcontractor's claim.

(c) Where a delay is caused by more than one event and the cause of at least one of those events is not an Excusable Delay entitling the Subcontractor to an extension of time then to the extent to which the delays are concurrent the Subcontractor shall not be entitled to an extension of time.

(d) To the extent that a claim for an extension of time is made by the Subcontractor which is the subject of an extension of time claim under the Head Contract, Insight will not be obliged to determine the Subcontractor's claim for an extension of time until the extension of time under the Head Contract is determined. The entitlement of the Subcontractor in respect of its claim for an extension of time will not exceed the extension of time granted to Insight under the Head Contract.

### 14.4 Unilateral right to extend

Notwithstanding that the Subcontractor is not entitled to, or has not claimed, an extension of time, Insight may in its discretion, at any time, grant an extension of time for any reason including a breach of the Subcontract by Insight is not required to exercise the discretion in this subclause for the benefit of the Subcontractor.

### 14.5 No delay costs

An extension of time granted under this clause 14 is the Subcontractor's sole remedy for any delay, disruption, exclusion or suspension arising out of or in connection with the Subcontract, including delay or disruption arising from any act or omission or breach of the Subcontract by Insight. The Subcontractor is not entitled to any increase or adjustment to the Subcontract Sum, or any other compensation or damages, as a result of any delay, disruption, exclusion or suspension arising out of or in connection with the Subcontract.

### 14.6 Acceleration

Insight may instruct the Subcontractor to overcome the effects of a delay (including where the Subcontractor is entitled to claim an extension of time for the delay) by accelerating the work under the Subcontract (or part thereof). If instructed to accelerate the Subcontractor must accelerate the work under the Subcontract (or part thereof) by taking those measures necessary to overcome or minimise the extent and effects of the delay (including, if required, in order to achieve Completion by the Date for Completion). If the Subcontractor would have been entitled to an extension of time, the Subcontractor will be entitled to its reasonable extra direct costs and expenses incurred in accelerating the work under the Subcontract (or part thereof).

## 15. Variations

### 15.1 Variations

(a) Insight may at any time direct the Subcontractor to carry out a Variation.

(b) The Subcontractor must not vary the work under the Subcontract and will have No Claim in connection with or arising out of any Variation unless before the commencement of such Variation Insight provides a Variation Direction to the Subcontractor.

(c) Upon receipt of a Variation Direction the Subcontractor must immediately comply with the Variation Direction notwithstanding that the price may not be agreed.

(d) Where the Subcontractor considers a drawing, instruction or direction given by Insight, although not stated to be a Variation, constitutes or involves a Variation, if it wishes to make a claim, the Subcontractor must notify Insight within two (2) Business Days from the date of issue of the drawing, instruction or direction, that it considers the drawing, instruction or direction constitutes or involves a Variation.

(e) The Subcontractor acknowledges a failure to comply with the requirements of this clause (including a failure to give the notice required under paragraph (d) above within the time required) will bar and invalidate a Variation claim made by the Subcontractor and the Subcontractor will have No Claim against Insight arising out of or in connection with the Variation.

(f) If a Variation omits any part of the Subcontract Works Insight may have that work carried out by a third party or it may carry that work out itself.

### 15.2 Variation Proposal

(a) Insight may request the Subcontractor to price a proposed Variation (**Variation Proposal**).

(b) Within five (5) Business Days of receipt of a Variation Proposal the Subcontractor must provide:

(i) an estimate including a detailed breakdown supported by measurements or other evidence;

(ii) an estimate of the extension of time the Subcontractor requires (if any); and

(iii) the date by which the Subcontractor requires Insight's decision on whether or not to proceed.

(c) If Insight accepts the Subcontractor's estimate the Subcontractor's estimate will become the agreed price of the Variation (**Agreed Variation Price**).

### 15.3 Valuation of Variations

The Subcontract Sum will be increased or decreased for all Variations by the Agreed Variation Price, or by the following order of precedence:

(a) prior agreement;

(b) by an amount determined by Insight using any rates or prices set out in a Schedule of Rates; or

(c) if the rates or prices set out in the Schedule of Rates are not applicable, Insight will determine:

(i) if the Variation involves additional or increased work, a reasonable amount to which will be applied the amount for Subcontractor Overhead and Profit stated in the Subcontract Particulars; or

(ii) if the Variation involves decreased or omitted work, a reasonable amount (including an amount for overhead and profit).

### 15.4 Day works

Insight may direct the Subcontractor to carry out a Variation (or part thereof) as day works. The Subcontractor must record for each day it has worked on the Variation all resources and present that record to Insight's project manager (or other person authorised in writing by Insight) for signing the same day.

### 15.5 Variation requested by Subcontractor

The Subcontractor may for its convenience request Insight (in writing) to direct a Variation. Insight will reject the Subcontractor's request (in Insight's absolute discretion and for any reason) or approve the request unconditionally or with conditions.

## 16. Payment

### 16.1 Content and issue of Payment Claims

A claim for payment must:

(a) set out the details and value of work completed in performance of the Subcontract up to that time together with any other amounts due to the Subcontractor under the Subcontract;

(b) include a completed Subcontractor's Statement in the form set out at **Schedule 3** (including the OSR Subcontractor's Statement);

(c) such other information as may be requested by Insight; and

(d) be submitted on Textura.

### 16.2 Time for making Payment Claims

(a) The Subcontractor may submit a Payment Claim:

(i) once every month, on the date for making Payment Claims stated in the Subcontract Particulars up to the Date of Completion for work completed since the last Payment Claim;

(ii) within ten (10) Business Days from the Date of Completion; and

(iii) (if applicable) within 20 Business Days of expiry of the last Defects Liability Period.

(b) An early Payment Claim is deemed to be received on the date for making that Payment Claim.

(c) This subclause will not survive termination of the Subcontract.

### 16.3 Payment Schedule

Within ten (10) Business Days of receipt of a Payment Claim Insight will issue a payment schedule (**Payment Schedule**):

(a) identifying the Payment Claim to which it relates;

(b) stating the amount Insight proposes to pay to the Subcontractor or the amount due from the Subcontractor to Insight (**Scheduled Amount**); and

(c) if the Scheduled Amount is less than the claimed amount, stating the reasons for the difference,

and an RCTI for the Scheduled Amount.

If the Subcontractor does not submit a Payment Claim in accordance with subclause 16.2, Insight may nevertheless issue a Payment Schedule and Insight or the Subcontractor (as the case may be) shall pay the Scheduled Amount in accordance with subclause 16.4.

### 16.4 Payment

(a) Within the number of Business Days stated in the Subcontract Particulars following receipt of the Payment Claim, should an amount be payable to the Subcontractor, Insight will pay the Subcontractor the

Scheduled Amount. Payment by Insight is not an admission that work has been executed satisfactorily but is payment on account only.

(b) Where under any Payment Schedule an amount is due from the Subcontractor to Insight the Subcontractor must pay to Insight that amount within five (5) Business Days of the Payment Schedule being issued.

### 16.5 Deed of Release

Within five (5) Business Days of receipt of a Payment Schedule issued in response to a Payment Claim submitted under:

(a) subclause 16.2(a)(ii); or

(b) subclause 16.2(a)(iii),

the Subcontractor must execute and deliver to Insight an (original) copy of the Deed of Release in the form set out at **Schedule 4**.

### 16.6 Final Payment Claim

Within 20 Business Days of expiry of the Defects Liability Period the Subcontractor must give Insight a final Payment Claim, endorsed 'Final Payment Claim'. After the time for submitting the Final Payment Claim has passed, the Subcontractor releases Insight from any claim in respect of any fact, matter or thing arising out of or in connection with the Subcontract except where a claim is included in the Final Payment Claim.

### 16.7 Payment for unincorporated materials

The Subcontractor is not entitled to claim payment for unfixed materials or goods unless Insight agrees, in its absolute discretion, to pay for such materials or goods prior to their being incorporated into the Subcontract Works (or the unfixed materials or goods are stated in the Subcontract Particulars) and the Subcontractor provides an unconditional bank guarantee, from a bank and in a form acceptable to Insight, for 100% of the value of the unfixed materials or goods. Ownership of the materials or goods vests immediately in (and remains with) Insight upon the making of payment for the materials or goods.

### 16.8 Preconditions to payment

Notwithstanding any provision of this clause, Insight is not obliged to make any payment to the Subcontractor unless the Subcontractor has:

(a) executed the Subcontract;

(b) (if directed) executed and returned a Deed of Warranty pursuant to subclause 3.2;

(c) (if directed) executed and returned a Deed of Guarantee pursuant to subclause 3.4;

(d) provided a Subcontractor's Statement;

(e) (if required) an executed Deed of Release pursuant to subclause 16.5; and

(f) (if requested) provided evidence of insurance pursuant to subclause 8.6(a).

### 16.9 Set-off

Without limiting any other right under the Subcontract or otherwise at law, Insight may:

(a) deduct from or set-off against, any amounts due to the Subcontractor under the Subcontract or otherwise at law, or under any other contract between the Subcontractor and Insight; or

(b) have recourse to Security provided by the Subcontractor under the Subcontract, or provided by the Subcontractor under any other contract between the Subcontractor and Insight,

for amounts, Losses, costs, claims, expenses or damages which;

(c) the Subcontractor is liable to pay under the Subcontract;

(d) Insight believes that it has suffered, or is likely to suffer in the future, as a result of a breach of the Subcontract by the Subcontractor, or any negligent act or omission by the Subcontractor; or

(e) the Subcontractor is required to pay to Insight, or is likely or will likely be required to pay to Insight, arising out of or in connection with the Subcontract or any other contract between the Subcontractor and Insight.

This subclause will survive termination of the Subcontract.

### 16.10 Direct payment

Where Insight is entitled to or is required to make payment to a worker or subcontractor of the Subcontractor, Insight may make that payment directly to the worker or subcontractor and the amount paid will be a debt due from the Subcontractor to Insight. If any worker or subcontractor of the Subcontractor obtains a court order in respect of monies owed to it by the Subcontractor, Insight may pay the amount of the order to the worker or subcontractor and the amount paid will be a debt due from the Subcontractor to Insight including Insight's Losses (including administrative and legal costs).

### 16.11 Provisional sums

(a) If a Provisional Sum is set out in the Subcontract Particulars the Subcontractor must comply with a direction by Insight to carry out the work or supply the item to which the Provisional Sum relates.

(b) A Provisional Sum included in the Subcontract will not itself be payable by Insight but where pursuant to a direction, any part or the whole of the work or item to which the Provisional Sum relates is carried out or supplied by the Subcontractor, the work or item will be priced by Insight, and the difference will be added to or deducted from the Subcontract Sum.

(c) The Subcontractor acknowledges the Subcontract Sum includes an amount for profit and overheads in relation to the Provisional Sums and with respect to the supply of Provisional Sum items, the Subcontract Sum includes the costs of supply, delivery and installation of the item.

## 17. Security of payment act

### 17.1 Subcontractor Suspension

(a) When the Subcontractor becomes aware that a Secondary Subcontractor is entitled to suspend work pursuant to the Security of Payment Act, the Subcontractor must promptly and without delay give Insight a copy of any written communication of whatever nature in relation to the Security of Payment Act which the Subcontractor receives from a Secondary Subcontractor.

(b) Without limiting the general nature of any provision of the Subcontract, if Insight becomes aware that a Secondary Subcontractor is entitled to suspend work pursuant to the Security of Payment Act, Insight may (in its absolute discretion) pay the Secondary Subcontractor such money that is or may be owing to the Secondary Subcontractor in respect of that work and any amount paid by Insight will be a debt due from the Subcontractor to Insight.

### 17.2 Payment withholding requests

The Subcontractor:

(a) must (immediately) give Insight a copy of any notice the Subcontractor has served or intends to serve under section 26A of the Security of Payment Act;

(b) indemnifies Insight against any Losses which Insight may suffer or incur as a result of a failure of the Subcontractor to comply with this clause or a notice issuing under section 26A of the Security of Payment Act or the requirement for Insight to defend a notice issued under section 26A of the Security of Payment Act; and

(c) (if applicable) agrees no fiduciary obligation arises for the benefit of the Subcontractor due to the operation by Insight of a trust account in accordance with the Security of Payment Act and any interest that accrues upon the trust account will belong to and vests in Insight and that where Insight becomes entitled to any money retained pursuant to this clause such moneys may be paid to Insight out of the trust account.

### 17.3 Authorised nominating authority

The Subcontractor must make any adjudication application to the Resolution Institute.

## 18. Default and termination

### 18.1 Default

(a) If the Subcontractor commits an Event of Default Insight may give the Subcontractor a written notice setting out:

(i) details of the Event of Default; and

(ii) the date by which the Event of Default must be remedied,

(**Default Notice**).

(b) If an Event of Default is not remedied by the time specified in the Default Notice, or (subject to sections 415D, 434J and 451E of the Corporations Act) an Event of Insolvency occurs to the Subcontractor, Insight may do one of the following:

(i) terminate the Subcontract; or

(ii) take over all or a part of the work under the Subcontract to be completed.

### 18.2 On termination

(a) If the Subcontract is terminated under subclause 18.1(b)(i) or Insight has terminated the Subcontract due to repudiation by the Subcontractor:

(i) Insight may in its absolute discretion engage another subcontractor to complete the work under the Subcontract (or it may complete itself);

(ii) Insight, or the subcontractor engaged by Insight pursuant to paragraph (a)(i) above, may:

(iii) enter upon the Site, the Subcontractor's premises, or a place where plant or materials intended for use in work under the Subcontract are stored, and take possession of such plant or materials;

(iv) take possession of and use all temporary tools, plant and materials intended for delivery to, or placed on, or adjacent to, the Site; and

(v) purchase all materials and do all other acts and things necessary for the carrying out and completion of work under the Subcontract, in accordance with the Subcontract;

(b) Insight:

(i) may withhold any or all monies which are then or which may become due and payable to the Subcontractor, including any amount the subject of a Payment Claim or a Payment Schedule;

(ii) (without limiting any other provision of the Subcontract), may have recourse to Security to pay for anticipated future costs in completing the work under the Subcontract; and

(iii) in its absolute discretion make payment to workers engaged at any time in the Subcontract Works or subcontractors or suppliers of the Subcontractor, even if amounts were claimed and included in Payment Schedules but have not been paid by the Subcontractor and may set-off or otherwise recover those amounts as a debt due and payable by the Subcontractor to Insight;

(c) the Subcontractor:

(i) hereby authorises Insight to obtain and use materials and plant intended for work under the Subcontract;

(ii) subject to paragraph (b) below, must not remove any plant, materials, tools or temporary works from the Site, the Subcontractor's premises or a place where they are stored or located;

(iii) must assign or novate all contracts (including subcontracts and hire or supply agreements for plant or materials) concerning the Subcontract Works to Insight and do everything and sign all documents necessary to give effect to this provision. The Subcontractor, for the purposes of an assignment or novation under this clause irrevocably appoints Insight as its attorney with full power and authority to execute any document on behalf of the Subcontractor;

(iv) must do everything necessary to ensure Insight has unrestricted access to all drawings and documents (including all design documents (if applicable) complete or incomplete) relating to the Subcontract Works which are held by the Subcontractor; and

(v) the Subcontractor indemnifies Insight against any costs, expenses, Losses or damages incurred or suffered by Insight as a result of, or arising out of, or in any way in connection with such termination, including the costs of completing the Subcontract Works to the extent such costs are greater than the amount that would have been paid to the Subcontractor under the Subcontract in respect to those works.

(d) If the Subcontract is terminated for any reason the Subcontractor must, if requested by Insight, remove from Site all temporary works, tools, plant and materials and leave the Site free of rubbish and debris, within the time prescribed. If the Subcontractor fails to comply with Insight's request Insight may sell or remove any of the Subcontractor's property and hold the proceeds to the credit of the Subcontractor after deducting all costs, expenses, Losses or damages incurred or suffered by Insight as a result of, or arising out of, or in any way in connection with such termination together with any other claims Insight may have.

### 18.3 On take-out

(a) If Insight takes over work under the Subcontract (or any part of the work under the Subcontract) under subclause 18.1(b)(ii):

(i) the Subcontractor will be obliged to complete any work under the Subcontract not taken over by Insight, in accordance with the requirements of the Subcontract;

(ii) Insight may in its absolute discretion engage another subcontractor to complete the work under the Subcontract taken over (or it may complete itself);

(iii) the Subcontractor will not be entitled to any payment in respect of the work under the Subcontract taken over and Insight may:

(A) withhold any or all monies which are then or which may become due and payable to the Subcontractor, including any amount the subject of a Payment Claim or a Payment Schedule; and

(B) (without limiting any other provision of the Subcontract), may have recourse to Security to pay for anticipated future costs in completing the work under the Subcontract taken over;

(iv) Insight, or the subcontractor engaged by Insight pursuant to paragraph (a)(ii) above, may take possession of (or enter the Subcontractor's premises to take possession of) and use such of the material, equipment or plant on, or in the vicinity of the Site as were used, intended or proposed to be used by the Subcontractor for the purposes of completing the work under the Subcontract taken over, without payment or compensation;

(v) Insight will record the cost to complete the work under the Subcontract taken over and upon expiry of the Defects Liability Period, Insight will calculate the costs of completing the Subcontract Works, including all costs, expenses, Losses and damages incurred or likely to be incurred by Insight and notify the Subcontractor of Insight's assessment; and

(vi) the Subcontractor must:

(A) immediately make available for collection or if required by Insight deliver to Site or otherwise in accordance with the directions of Insight, any materials not incorporated into the Subcontract Works regardless of whether they are located at or adjacent to or away from the Site;

(B) immediately make available for collection or if required by Insight deliver to the Site or otherwise in accordance with the directions of Insight, all design documents and other documents relating to the Subcontract Works requested; and

(C) take any other action concerning the work and the Site which Insight may reasonably require.

(b) If the amount referred to in paragraph (a)(v) above is greater than the amount that would have been paid to the Subcontractor under the Subcontract in respect of those works, the difference will be a debt due and payable by the Subcontractor to Insight. If the Subcontractor is indebted to Insight may retain materials or other things taken under this clause until the debt is satisfied. If after prior notice, the Subcontractor fails to pay the debt, Insight may sell the materials or other things and apply the proceeds to satisfaction of the debt and the costs of sale. Any excess will be paid to the Subcontractor.

### 18.4 Termination of Head Contract and novation

(a) If Insight gives the Subcontractor notice requiring that there be a novation of the Subcontract, for any reason, within five (5) Business Days of such notice the Subcontractor must execute and return a deed of novation in a form acceptable to Insight (in Insight's absolute discretion).

(b) Where the novation required under paragraph (a) is due to the Principal terminating the Head Contract due to Insight having breached the Head Contract, arising out of or in connection with a breach of the Subcontract by the Subcontractor, without limiting any other provision of the Subcontract, the Subcontractor must indemnify Insight against any damage, Losses, expense or liability suffered or incurred by Insight, arising out of or in connection with the termination of the Head Contract.

(c) For the purposes of effecting a novation directed under paragraph (a) above only, the Subcontractor irrevocably appoints Insight to be the Subcontractor's attorney with authority to execute documents on its behalf to give effect to the novation.

### 18.5 Termination for convenience

(a) Without prejudice to any of Insight's other rights under the Subcontract, Insight may:

(i) at any time in its absolute discretion (and for any reason), terminate the Subcontract, effective from the time stated in Insight's notice, or if no time is stated, at the time the notice is given to the Subcontractor; and

(ii) thereafter, in its absolute discretion, engage another subcontractor to complete the Subcontract Works (or it may complete itself).

(b) Upon receipt of a notice under paragraph (a) the Subcontractor must:

(i) comply with directions of Insight;

(ii) not place any further orders in relation to the works; and

(iii) if requested, make arrangements for the transfer of Constructional Plant and the assignment or novation of all contracts concerning the Subcontract Works to Insight.

(c) If Insight terminates the Subcontract under this clause, the Subcontractor will be entitled to:

(i) the amount due to the Subcontractor for the works performed in the relevant period up to the date of termination (as well as any amount for works directed after the date of termination);

(ii) the cost of materials (necessarily and reasonably) ordered prior to the date of termination and which the Subcontractor is legally bound to pay;

(iii) the Subcontractor's reasonable costs of demobilisation; and

(iv) a reasonable amount for Constructional Plant left on site at Insight's direction.

(d) Except for the amounts to which the Subcontractor is entitled under this subclause the Subcontractor is not entitled to any other amounts, including for consequential costs (including lost profit), Losses or damage under or in connection with the Subcontract.

# 19. Claims

## 19.1 Notice of intent to claim

(a) Except for a claim under a provision of the Subcontract that contains its own notice procedure (such as for an extension of time), if the Subcontractor considers itself to be entitled to any claim for time or money:

(i) under the Subcontract; or

(ii) otherwise in connection with the Subcontract,

the Subcontractor must give to Insight, within five (5) Business Days after the Subcontractor became aware, or should have reasonably become aware of the event or circumstance giving rise to the claim, a notice of intent to make a claim.

(b) A notice under paragraph (a) must be in writing and must include details of the event or circumstance giving rise to the claim (including details of Insight's direction (if applicable)) and must state that the Subcontractor intends to make a claim against Insight.

## 19.2 Detailed claim

(a) Within five (5) Business Days after giving a written notice in accordance with subclause 19.1, the Subcontractor must submit a written claim which must include:

(i) detailed particulars concerning the matter or thing, or direction, on which the claim is based;

(ii) the clause of the Subcontract (or other legal basis) for the claim or proposed claim and the facts relied on to support the claim; and

(iii) details of the amount claimed and how it has been calculated.

(b) Updates of the quantum or likely quantum of a claim for ongoing events or circumstances on which the claim is based must be submitted weekly until the events or circumstances have ended.

## 19.3 Bar

(a) If the Subcontractor fails to comply with this clause, Insight will not be liable upon any claim by the Subcontractor arising out of or in connection with the relevant fact or direction.

(b) Under no circumstances will Insight be liable upon any claim made on a “global” basis which does not identify particular costs attributable to each separate claim event.

## 19.4 Assessment

The amount of any claim the Subcontractor is entitled to make under this clause will be valued by Insight under subclause 15.3

# 20. Disputes

## 20.1 Notice

If a dispute between the Subcontractor and Insight arises out of:

(a) an instruction, direction or assessment given by Insight; or

(b) any unresolved issue in connection with the Subcontract or the Subcontract Works,

either party may issue to the other party promptly (in any event within five (5) Business Days from the direction in relation to a direction given by Insight) a notice of dispute outlining the details of the dispute **(Notice of Dispute).**

## 20.2 Conference

Within five (5) Business Days after receipt of the Notice of Dispute, a senior executive of the Subcontractor (with authority to bind the Subcontractor) and a representative of Insight must meet and attempt (in good faith) to resolve the dispute.

## 20.3 Litigation

If a dispute has not been resolved within ten (10) Business Days after receipt of the Notice of Dispute either party may refer the dispute to litigation.

## 20.4 Precondition

It is a condition precedent to the referral of a dispute to litigation that the parties confer in accordance with subclause 20.2.

### 20.5 Continue to Perform

Notwithstanding the existence of a dispute the Subcontractor must continue to perform the Subcontract.

### 20.6 Urgent relief

The Subcontract dispute resolution process does not prevent a party from seeking an urgent declaration or injunction from a court.

### 20.7 Head Contract Disputes

Notwithstanding the provisions of this clause, if a dispute arises under the Head Contract which concerns work, material or the performance of work under the Subcontract, Insight may give notice to the Subcontractor requiring that the Subcontractor be joined to the Head Contract dispute process.

## 21. Design

### 21.1 Application of this clause

The Subcontractor must comply with this clause unless stated otherwise in the Subcontract Particulars.

### 21.2 Definitions

The following definitions apply to this clause:

**Accepted Design Documents** means the documents accepted by Insight in accordance with this clause.

**Design Documents** means all of the drawings, specifications and other information, samples, models, patterns and the like required by the Subcontract to be created for the performance of the work under the Subcontract or the Subcontract Works**.**

**Project Requirements** may include the 'Principal's Project Requirements', 'Design Brief' or similar that is included in the Subcontract.

**Subcontractor's Design Obligations** means all tasks and services necessary to design and specify the Subcontract Works and the work under the Subcontract, including, but not limited to, identifying and then incorporating the specific requirements of Insight and the Principal and detailing all design elements and requirements necessary to perform the work under the Subcontract to bring the Subcontract Works to Completion by the Date for Completion of the Subcontract Works.

### 21.3 Subcontractor Design Warranties

In performing the work under the Subcontract and the Subcontract Works the Subcontractor warrants to Insight that:

(a) the Design Documents shall be fit for purpose;

(b) it is satisfied that any Project Requirements (and any preliminary design provided by Insight or the Principal) are suitable appropriate and adequate to prepare the Design Documents and satisfy the Subcontractor's Design Obligations;

(c) the Subcontractor shall execute and complete the Subcontractor's Design Obligations and produce the Design Documents to accord with the Subcontract and the Project Requirements;

(d) the Subcontractor will not make, cause or permit to be made any amendments or modification to any Project Requirements or the Accepted Design Documents without the prior written approval of Insight;

(e) the Design Documents will be prepared with the care, skill and diligence to be expected from experienced professionals with the requisite qualifications;

(f) it shall procure that design development proceeds in a professional, proper, commercially prudent and reasonable manner and in accordance with the reasonable requirements of Insight; and

(g) all designs, types of materials, methods or systems of proceeding or working proposed, used or specified by the Subcontractor are suitable in all respects for the purpose of the work under the Subcontract, the Subcontract Works and the work under the Subcontract.

### 21.4 Accepted design documentation

The Subcontractor warrants that the design of the Subcontract Works will be developed to ensure that the Accepted Design Documentation meets and will meet accepted industry standards and has been and will be prepared by consultants with appropriate professional qualifications.

### 21.5 Subcontractor's Design Obligations

The Subcontractor shall as part of the Subcontractor's Design Obligations:

(a) ensure that the Design Documents (including any Design Documents which were not produced by the Subcontractor) satisfy the Subcontract and any Project Requirements;

(b) ensure that the Design Documents contain sufficient detail to execute the Subcontract Works so that the Subcontract Works, when completed, satisfy the warranties in this clause;

(c) ensure that the details contained in any one Design Document are consistent with the details contained in any other relevant Design Documents; and

(d) ensure that any necessary approval by an Authority in relation to the Design Documents is obtained.

### 21.6 Errors in Design Documents

If there is any error, ambiguity, inadequacy or deficiency in the Design Documents or if the Design Documents do not satisfy the Project Requirements, then the Subcontractor shall rectify the Design Documents and the work under the Subcontract at no cost to Insight and the Subcontractor has No Claim as a consequence of such error.

### 21.7 Design Development and Co-ordination

The Subcontractor must co-ordinate the completion of the Design Documents required for the work under the Subcontract and submit Design Documents in accordance with subclause 6.5.

### 21.8 Insight's review

Insight may review any Design Documents submitted by the Subcontractor.

(a) If Insight:

(i) indicates that the Design Documents are not acceptable, Insight shall identify the respects in which the Design Documents are not acceptable or shall indicate that Insight requires further information or a design report before Insight can accept the Design Documents; or

(ii) fails to indicate that the Design Documents are acceptable, the Subcontractor must seek clarification from Insight that the Design Documents have been accepted.

(b) If Insight does not indicate that the Design Documents are acceptable but does indicate that further information or a design report is required, the Subcontractor shall provide such further information or procure the provision of the design report as soon as possible and resubmit the Design Documents and, if necessary, the design report to Insight.

(c) If Insight notifies the Subcontractor that it requires any amendment to the Design Documents to be adopted, the Subcontractor must adopt the amendment requested by Insight.

(d) No receipt, review, comment, acceptance of any Design Documents by Insight shall:

(i) relieve the Subcontractor of its responsibility for any discrepancy in any Design Document or non-compliance with the requirements of the Subcontract;

(ii) relieve the Subcontractor of any of its obligations under the Subcontract, any Legislative Requirement or otherwise at law; or

(iii) be considered as an acknowledgment by Insight that the Design Documents comply with the requirements of the Subcontract.

### 21.9 Design certificate

In addition to any other reporting requirements under this Subcontract, the Subcontractor shall, at no cost to Insight provide a 'Statement of Design Compliance' in a form acceptable to Insight with each Payment Claim, confirming that the work under the Subcontract satisfies the Project Requirements, the Design Documents and the Subcontract.

### 21.10 Intellectual Property Rights

(a) The Subcontractor warrants that the Subcontractor's documents and any related design, materials, documents and methods of working will not infringe any Intellectual Property Rights and indemnifies Insight against any costs, Losses, expenses or damages arising out of any infringement.

(b) Ownership of Intellectual Property Rights in all design documents vests in Insight on creation and the Subcontractor will have a licence to the Intellectual Property Rights in the Design Documents for any purpose associated with the Subcontract Works. Insight shall have the right to reproduce the Subcontract Works or any part and use the Intellectual Property Rights for any purpose including construction of other projects and may assign such rights to the Principal.

(c) The Subcontractor must obtain an assignment to Insight, or if so directed by Insight, to the Principal from any third party who owns the Intellectual Property Rights. If any Intellectual Property Rights in documents, designs and computer programs created for the purpose of the Subcontract is not capable of being vested in the Principal because the Subcontractor itself does not own and is unable at a reasonable cost to obtain ownership of those rights the Subcontractor must provide to the Principal an irrevocable licence to use that Intellectual Property Rights by sublicense from the Subcontractor or direct license from a third party.

### 21.11 Safe design

If the Subcontractor is deemed to be a 'designer' for the purposes of the WHS Act and WHS Regulations, the Subcontractor must comply with the requirements of the WHS Act and WHS Regulations.

# 21A. DBP Act and RAB Act

## 21A.1 General

This clause 21A applies only to the extent that the DBP Act and/or the RAB Act apply to the Subcontract Works or work under the Subcontract.

## 21A.2 DBP Act

(a) The Subcontractor warrants that:

(i) in carrying out and completing the Subcontract Works and work under the Subcontract it will comply with the provisions of the DBP Act;

(ii) it has allowed in the Subcontract Sum all costs in respect of complying with its obligations under this subclause (including the provision of designs in formats required by Insight) and shall have No Claim against Insight as a result of such compliance or the Subcontractor failing to comply with its obligations under this subclause;

(iii) it shall ensure that it and its consultants are appropriately registered and permitted under the DBP Act to prepare regulated designs and provide design compliance declarations in respect of those regulated designs (as defined in the DBP Act);

(iv) it will (without limitation) comply with its obligations under Part 2, Division 3 of the DBP Act;

(v) the Subcontract Works, once complete, will comply with Part 2, Division 4 of the DBP Act;

(vi) it will not engage in the conduct contemplated under section 29 of the DBP Act;

(vii) to the extent that professional indemnity insurance is required to be effected and maintained under this Subcontract, such insurance will (in addition) comply with the DBP Act; and

(viii) to the extent it is required to do so, it will hold and maintain a current valid registration under the DBP Act.

(b) The Subcontractor indemnifies Insight against all claims (including by any third party) against Insight and Losses suffered or incurred by Insight arising out of or in connection with:

(i) the Subcontractor's failure to comply with this subclause; and

(ii) any claim brought against Insight under Part 4 of the DBP Act, caused or contributed to by the Subcontractor.

## 21A.3 RAB Act

(a) The Subcontractor warrants that:

(i) it will refrain from conduct that constitutes a contravention of the RAB Act; and

(ii) it will comply with any notice or order given by an Authority under or in relation to the RAB Act arising out of or in connection with work under the Subcontract.

(b) The Subcontractor indemnifies Insight against all claims (including by any third party) against Insight and Losses suffered or incurred by Insight arising out of or in connection with:

(i) a failure by the Subcontractor to comply with this subclause;

(ii) any compliance cost notice issued by an Authority under or in relation to the RAB Act;

(iii) any building work rectification order issued under or in relation to the RAB Act;

(iv) any remedial action taken, or required to be taken, under Part 4 of the RAB Act, including but not limited to any stop work order; or

(v) any claim by a third party,

caused or contributed to by an act or omission of the Subcontractor or the Subcontractor's performance of work under the Subcontract.

## 22. Residential provisions

### 22.1 Application

This clause applies to the extent that the work under the Subcontract is residential building work.

### 22.2 Warranties

(a) The Subcontractor warrants that:

(i) the work under the Subcontract will comply with:

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

(B) all other relevant codes, standards and specifications that the work is required to comply with under any Legislative Requirements, common law and equity; and

(C) the conditions of any relevant development consent or complying development certificate;

(ii) the work under the Subcontract has been or will be performed in a proper and workmanlike manner and in accordance with this Subcontract;

(iii) all materials supplied by the Subcontractor will be good and suitable for the purpose for which they are used and, unless otherwise required by this Subcontract, will be new;

(iv) the work under the Subcontract will be done in accordance with, and will comply with, the Home Building Act 1989 (NSW) and any other Legislative Requirement;

(v) the work under the Subcontract will be performed with due diligence and within the time stipulated in this Subcontract;

(vi) any dwelling, as defined by the Home Building Act 1989 (NSW), which forms part of the work under the Subcontract will be reasonably fit for occupation as a dwelling; and

(vii) the work under the Subcontract and any materials used in doing the work under the subcontract will be reasonably fit for any specified purpose or result expressly made known to the Subcontractor.

(b) The warranties in this subclause supplement, and do not derogate from, the other provisions of this Subcontract.

### 22.3 Indemnity

In addition to and without limiting any other obligation of the Subcontractor under the Subcontract, the Subcontractor indemnifies Insight in respect of all Loss, damage and expense (including legal fees on a full indemnity basis) arising from or in connection with a breach of this clause by the Subcontractor.

## 23. General

### 23.1 Prior work

The Subcontract applies to work under the Subcontract whether performed before, on or after the date of the Subcontract Deed. Any amounts paid by Insight to the Subcontractor for work prior to the date of the Subcontract Deed form part of the Subcontract Sum.

### 23.2 Insight may act

Notwithstanding any other provision of the Subcontract, Insight may, either itself or by engaging a third party, carry out an obligation under the Subcontract (inclusive of an obligation arising pursuant to a direction of Insight) that the Subcontractor was obliged to carry out but which it failed to carry out within the time required by the Subcontract and any cost incurred by Insight will be a debt due from the Subcontractor to Insight.

### 23.3 Survival of conditions, indemnities continue, limitation of liability and liability period

(a) The parties agree that a construction of the Subcontract that results in all provisions being enforceable is to be preferred to a construction that does not so result. If any provision of the Subcontract is declared invalid, unenforceable or illegal by the courts, such provision may be severed from the Subcontract and such invalidity, unenforceability or illegality shall not prejudice or affect the validity, enforceability and legality of the remaining provisions of the Subcontract.

(b) Each of the indemnities contained in the Subcontract will not be affected by reason of an act, default or omission of the party entitled to the benefit of the indemnity and be a continuing obligation, separate and independent from the other obligations of the relevant party and survive termination of the Subcontract.

(c) It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity conferred by the Subcontract and damages incurred, and liability suffered by a party covered by indemnification by another party under the Subcontract will, without limiting the express ambit of the indemnity, include related costs, Losses and other expenses (including legal fees and expenses).

(d) Notwithstanding any other clause in the Subcontract, Insight shall not be liable to the Subcontractor, whether under the Subcontract at law or in equity or otherwise, for any kind of indirect, special or consequential loss (including loss of use, profit, revenue, business, data, contract

or anticipated benefit of savings).

### 23.4 Passing of title

Title to all materials, equipment and other goods delivered to the Site for incorporation in the Subcontract Works shall pass to Insight upon delivery, or if payment has been made by Insight to the Subcontractor prior to delivery, upon such payment being made. Provided however that risk in the goods (including without limitation, risk for theft and damage to goods) shall remain with the Subcontractor until incorporation.

### 23.5 Media releases

The Subcontractor must not disclose or publicise details of the Subcontract without Insight's prior written consent. The Subcontractor must deliver immediately to Insight, if directed or upon termination under the Subcontract, all the confidential information of Insight's which it holds.

### 23.6 Waiver

(a) Waiver, partly or wholly, of any term of the Subcontract will:

(i) be effective only if in writing and signed by Insight; and

(ii) apply only to a particular occasion (unless otherwise noted).

(b) No failure or delay by Insight to exercise any right or remedy provided under this Subcontract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

### 23.7 Amendment

The Subcontract can only be amended by written agreement.

### 23.8 Law

The Subcontract is governed by and must be construed according to the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

### 23.9 PPSA

Defined terms used in this subclause and not otherwise used in the Subcontract have the meaning given to those terms under the PPSA Legislation.

(a) The Subcontractor acknowledges the terms of this Subcontract may constitute one or more Security Interests for the purposes of the PPSA Legislation.

(b) The Subcontractor consents to:

(i) Insight registering a Financing Statement in respect of a Security Interest on the PPS Register; and

(ii) undertakes to promptly sign any documents and provide any such information which Insight may require to protect its Security Interest.

(c) The Subcontractor waives its right to receive a Verification Statement under section 157 and any subsequent notification prescribed under sections 95, 121, 125, 129, 130, 132, 135, 142 and 143 of the PPSA Legislation.

### 23.10 GST

(a) The Subcontractor must be registered for GST and remain registered for GST at all times.

(b) If any supply made under this Subcontract is or becomes subject to GST, the party to whom the supply is made (**Recipient**) will pay to the party making the supply (**Supplier**), as consideration in addition to any consideration payable or to be provided elsewhere in this Subcontract, an additional amount on account of GST (such amount is to be calculated by multiplying the consideration by the applicable rate of GST).

(c) Insight and the Subcontractor both agree that:

(i) Insight can issue Recipient created tax invoices (**RCTIs**) in respect of the Subcontract Works;

(ii) the Subcontractor will not issue tax invoices in respect of the Subcontract Works;

(iii) the Subcontractor acknowledges that it is registered for GST when it enters into this Subcontract and that it will notify Insight if it ceases to be registered; and

(iv) Insight acknowledges that it is registered for GST when it enters into this Subcontract and that it will notify the Subcontractor if it ceases to be registered.

# 24. Definitions and interpretation

## 24.1 Definitions

In the Subcontract:

**Act of Prevention** means:

(a) a breach of the Subcontract by Insight;

(b) any other act, default or omission of Insight, the Principal or the Superintendent; or

(c) a Variation directed by Insight.

**Authority** means any body or organisation exercising any statutory powers which in any way govern or affect any aspect of the work under the Subcontract or other organisation having jurisdiction in connection with the carrying out of the work under the Subcontract.

**Buildability Problem** means any one or more of the following: a problem, difficulty or complexity relating to the means, methods or techniques by which the Subcontract Works are to be constructed, including without limitation, any problem, difficulty or complexity relating to temporary works; a problem, difficulty or complexity relating to the coordination or integration of the work under the Subcontract; or any other matter which a competent and experienced subcontractor ought reasonably to have anticipated.

**Business Day** has the meaning given to that term in the Security of Payment Act.

**Certificate of Completion** means a certificate issued by Insight on Completion pursuant to subclause 13.2.

**Completion** means that stage in the execution of the work under the Subcontract when in Insight's opinion, the Subcontract Works are complete and all requirements for completion set out in the Subcontract Documents have been met (inclusive of delivery, to Insight's satisfaction, of all as-built drawings (if required)) and the Subcontractor has delivered all required warranties to Insight.

**Constructional Plant** means equipment and things (such as scaffolding and formwork) used in the execution of the work under the Subcontract but not forming part of the Subcontract Works.

**Corporations Act** means the *Corporations Act 2001 (Cth)*.

**Date for Completion** means the date for Completion stated in the Subcontract Particulars (as may be adjusted from time to time under the Subcontract).

**Date of Completion** means the date certified by Insight in a Certificate of Completion to be the date on which Completion was reached.

**DBP Act** means the *Design and Building Practitioners Act 2020* (NSW) and the *Design and Building Practitioners Regulation 2021* (NSW), as amended from time to time.

**Deed of Guarantee** means the deed of guarantee in the form set out at **Schedule 2**.

**Deed of Release** means the deed of release in the form set out at **Schedule 4**.

**Deed of Warranty** means the deed of warranty in the form set out at **Schedule 1**.

**Defect** means any error, deficiency, non-conformity, defect, shrinkage, fault or omission in the Subcontract Works or any aspect of the Subcontract Works which is not in accordance with the requirements of the Subcontract.

**Defects Liability Period** has the meaning given in subclause 13.5.

**Event of Default** means:

(a) if the Subcontractor:

  (i) suspends the carrying out of the Subcontract Works without Insight's prior written consent;

  (ii) (in Insight's opinion) fails to proceed with the Subcontract Works regularly and diligently;

  (iii) fails to achieve Completion by the Date for Completion;

  (iv) fails to achieve a milestone by the relevant milestone completion date and/or within the period in the Milestone Schedule;

  (v) (in Insight's opinion) abandons or intends to abandon the Subcontract Works;

  (vi) refuses or neglects to comply with an instruction from Insight;

  (vii) fails to adhere to safety or quality standards; or

(b) if the Subcontractor has otherwise committed a breach of any of its obligations under the Subcontract.

**Event of Insolvency** means: an admission of insolvency, or a failure to comply with a statutory demand; where execution is levied by a creditor; an act of bankruptcy; where a bankruptcy petition is filed against the Subcontractor; the appointment of an administrator, controller, receiver or liquidator; a winding up order is made by a court; a change in the beneficial ownership of any substantial shareholding in the Subcontractor; the entering into any composition or arrangement with creditors; a step is taken to cancel its registration under section 601AA,

601AB or 601AC of the Corporations Act; (if a trustee of a trust) it is unable to satisfy out of the assets of the trust the liabilities incurred by it as and when those liabilities fall due; if Insight is of the opinion the Subcontractor lacks the financial capacity to complete the Subcontract Works; or if any event occurs, or proceeding is taken, in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned above.

**Excusable Delay** means a delay caused by:

(a) an Act of Prevention; or

(b) a Force Majeure Event.

**Force Majeure Event** means each of the following events: earthquake, cyclone, natural disaster, landslide, mudslide, fire and explosion; a flood which might be expected to occur once or less in every 50 years; a "terrorist act" (as defined in section 5 of the *Terrorism Insurance Act 2003* (Cth)); war, invasion, act of foreign enemies, hostilities (whether war is declared or not), civil war, rebellion, revolution, insurrection or military or usurped powers, martial law or confiscation by order of any Authority; and ionising radiations or contamination by radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, which is beyond the reasonable control of the affected party and prevents or delays the affected party from performing any of its obligations under the Subcontract where that cause or the consequences of the cause: has not resulted from the affected party breaching a term of the Subcontract; and if the affected party is the Subcontractor, could not have been prevented, avoided, remedied or overcome by the Subcontractor taking those steps which a prudent, experienced and competent contractor would have taken.

**GST** has the meaning set out in *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

**Head Contract** means the contract between Insight and the Principal as amended at the date of execution of the Subcontract.

**Head Contract Works** means the whole of the work to be executed and completed in accordance with the Head Contract (including variations).

**Heavy Vehicle National Laws** means the *Heavy Vehicle National Law* (NSW).

**Intellectual Property Right** means all intellectual property rights, including but not limited to, the following rights: patents, copyright, rights in circuit layouts, registered and unregistered designs, Moral Rights, registered and unregistered trademarks, service marks, trade names and any right to have confidential information kept confidential; and any application or right to apply for registration of any of those rights.

**Legislative Requirements** means:

(a) Acts, ordinances, regulations, orders, awards and proclamations of the Commonwealth or of the State or Territory where the Site is located;

(b) local laws, by laws, orders, ordinances and legal requirements of any relevant Authority, including local government;

(c) approvals and requirements of organisations having jurisdiction in connection with the carrying out of the work under the Subcontract; and

(d) fees and charges payable in connection with the foregoing.

**Licence** means any licence required by a Legislative Requirement, or as expressly specified in the Subcontract Documents, for the carrying out and completion of the Subcontract Works (or part thereof).

**Losses** means any loss whether:

(a) arising out of, or in any way in connection with, any proceeding or claim or not;

(b) liquidated or not;

(c) present, prospective or contingent; or

(d) owed, incurred or imposed by or to or on account of or for the account of any person alone or severally or jointly with another or others,

including losses, claims, demands, costs, expenses and damages.

**Milestone Schedule** means the schedule (if any) setting out the milestones, milestone completion dates and/or the period for completion appended to the Subcontract Deed.

**Modern Slavery** has the meaning given in subclause 9.6(i)(A).

**Modern Slavery Act** means the *Modern Slavery Act 2018* (NSW).

**Moral Right** means the 'moral right of an author' as defined and conferred under the *Copyright Act 1968* (Cth), and if any work is used in any jurisdiction other than in Australia, any similar right capable of protection under the laws of that jurisdiction.

**No Claim** means no entitlement to enforce any right or remedy whatsoever:

(a) under or in connection with the Subcontract including but not limited to an extension of time or payment (including damages); or

(b) at law or at equity (including for unjust enrichment).

**OSR Subcontractor's Statement** means the 'Subcontractor's Statement Regarding Worker's Compensation, Payroll Tax and Remuneration' approved by the New South Wales Office of State Revenue, downloadable from: www.revenue.nsw.gov.au.

**Payment Claim** has the meaning given in subclause 16.1.

**Payment Schedule** has the meaning given in subclause 16.3.

**Insight** means the Insight entity identified in the Subcontract Deed.

**PPSA Legislation** means the *Personal Property Securities Act 2009* (Cth).

**Practical Completion** means practical completion of the Head Contract Works (as certified by the Principal or the Superintendent as the case may be).

**Principal** means the principal, owner or client of Insight under the Head Contract (as the case may be).

**Project** means the project to be completed by Insight under the Head Contract and of which the works under the Subcontract are a part.

**Project Program** means an overall program for the performance of the Head Contract Works.

**Proportionate Liability Legislation** means Part 4 of the *Civil Liability Act 2002* (NSW).

**Provisional Sum** has the meaning in subclause 16.11 and includes monetary sum, contingency sum and prime cost item.

**QA Plan** means a documented quality assurance system prepared in accordance with the QA requirements of the Subcontract, and approved in accordance with subclause 10.5.

**RAB Act** means the *Residential Apartment Buildings (Compliance and Enforcement Powers) Act 2020* (NSW) and the *Residential Apartment Buildings (Compliance and Enforcement Powers) Regulation 2020* (NSW), as amended from time to time.

**RCTI** has the meaning given in subclause 23.10(c)(i).

**Schedule of Rates** means the schedule of rates and prices set out in the Subcontract (if any).

**Secondary Subcontractors** means the Subcontractor's employees and agents, all other persons employed or engaged on or in connection with the work under the Subcontract or any part of them and any other person properly on the Site in connection therewith, excluding the Principal, Insight, Separate Contractors, and any employees and agents of the Authority.

**Security** means:

(a) retention monies; or

(b) an unconditional bank guarantee in a form and from a bank acceptable to Insight.

**Security of Payment Act** means the *Building and Construction Industry Security of Payment Act 1999* (NSW)

**Separable Portion** means a portion of the Subcontract Works identified as such in the Subcontract or directed by Insight pursuant to subclause 12.6.

**Separate Contractors** means consultants, agents and other contractors of Insight and the Principal.

**Site** means the place or places described in the Subcontract Particulars, together with such other places as may be made available to the Subcontractor, from time to time, for the purposes of the Subcontract.

**Site Condition** means all matters concerning the Site (whether latent or patent) and its surroundings, including conditions on, within, upon, below the surface of, and surrounding, the Site, including artefacts; conditions existing within structures situated upon, below the surface of, or surrounding, the Site; conditions of access to, from, and within, the Site, for the purposes of carrying out the Subcontract Works; heritage, preservation or other orders affecting the Site; utilities serving the Site; or climatic, hydrological, geological, ecological, environmental, geotechnical, archaeological, atmospheric surface and subsurface conditions or characteristics or physical and structural conditions.

**Subcontract** means the agreement between Insight and the Subcontractor comprising the Subcontract Documents.

**Subcontract Deed** means the document entitled 'Subcontract Deed' to which these Subcontract General Conditions are appended.

**Subcontract Documents** means the documents identified in the Subcontract Deed.

**Subcontract General Conditions** means clauses 1 to 24 of this document.

**Subcontract Particulars** means the table of Subcontract particulars set out in **Appendix 1** to the Subcontract Deed.

**Subcontract Special Conditions** means the terms and conditions set out in **Appendix 2** to the Subcontract Deed which shall, to the extent of any inconsistencies with these Subcontract General Conditions, prevail to the extent of that inconsistency.

**Subcontract Sum** means:

(a) the lump sum amount set out in the Subcontract Deed; or

(b) if rates, the sum of the amounts calculated by multiplying the rate for an item in the Schedule of Rates by the quantity of that item actually directed and performed; or

(c) if lump sum and rates, the aggregate of the sums referred to in (a) and (b) above,

including Provisional Sums, as may be adjusted from time to time under the Subcontract.

**Subcontract Works** means the whole of the work to be executed in accordance with the Subcontract, as described or contemplated by the Subcontract including Variations provided by the Subcontract, to be handed over to Insight.

**Subcontractor** means the subcontractor identified in the Subcontract Deed.

**Subcontractor Overhead and Profit** means the amount stated for Subcontractor overhead, attendance and profit in the Subcontract Particulars.

**Subcontractor's Program** means the Subcontractor's program approved in accordance with subclause 12.3 for completing the work under the Subcontract.

**Subcontractor's Statement** means the form of subcontractor's statement set out at **Schedule 3**.

**Superintendent** means the superintendent under the Head Contract.

**Variation** means any change to the Subcontract Works or the work under the Subcontract including any addition, decrease, omission, deletion, or removal to or from the Subcontract Works.

**Variation Direction** means a written direction to vary the work under the Subcontract given by Insight's designated project manager or contract administrator for the Project.

**WHS Act** means the *Work Health and Safety Act 2011* (NSW), as amended from time to time.

**WHS Regulation** means the *Work Health and Safety Regulation 2017* (NSW), as amended from time to time.

**work under the Subcontract** means the work which the Subcontractor is or may be required to execute under the Subcontract and includes Variations, remedial work, Constructional Plant and temporary works.

**Workers Compensation Act** means the *Workers Compensation Act 1987* (NSW).

## 24.2 Interpretation

(a) Headings are for convenience only and do not affect interpretation.

(b) If any notice is to be given by the Subcontractor, or any other act, matter or thing is to be done by the Subcontractor on a specified day, and that day falls on a day which is not a Business Day, then it must be given or done on the preceding Business Day.

(c) Except where the context makes it clear that a rule is not intended to apply a reference to:

(i) a legislative provision or legislation (including subordinate legislation) is to that provision or legislation as amended, re–enacted or replaced, and includes any subordinate legislation issued under it;

(ii) a document (including this document) or agreement, or a provision of a document (including this document) or agreement, is to that document, agreement or provision as amended, supplemented, replaced or novated;

(iii) a party to this document or to any other document or agreement includes a successor in title, permitted substitute or a permitted assign of that party;

(iv) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;

(v) anything (including a right, obligation or concept) includes each part of it;

(vi) a singular word includes the plural, and vice versa;

(vii) words such as "includes" and "including" are not to be read as words of limitation and are to be construed as though followed by the words "(without limitation)";

(viii) if a word or phrase is defined, any other grammatical form of that word or phrase has a corresponding meaning; and

(ix) the words subsidiary, and related body corporate have the same meanings as in the Corporations Act.

(d) This document is not to be interpreted against the interests of a party merely because that party proposed this document or some provision of it or because that party relies on a provision of this document to protect itself.

(e) For the purposes of subclause 14.3 any extension of time stated in days will include only those days which are working days.

(f) Unless otherwise expressly set out in the Subcontract, and to the extent permitted by law, all implied terms (whether implied by statute or operation of law) are hereby excluded from the Subcontract and a reference to consent, approval, opinion, satisfaction (or words of similar effect) by Insight means a consent, approval, opinion, satisfaction by Insight in its sole and unfettered discretion unless expressly stated otherwise.

# Schedule 1

## 25. Deed of Warranty

This **DEED POLL** is given in favour of Insight and the Principal:

| | |
|---|---|
| **Date:** | |
| **Insight:** | Insight Development Group Pty Ltd (ACN 620 531 437) |
| **Principal:** | Mancri Holdings Pty Ltd |
| **Subcontractor:** | All Doors (NSW) Pty Ltd – ABN 96 128 338 643 |
| **Project:** | 18-24 Glastonbury Avenue, Unanderra |

(a)

(b) Operative Provisions:

1. Unless defined in this deed capitalised terms in this deed have the meaning given to those terms in the Subcontract.
2. The Subcontractor hereby covenants, warrants and agrees with and for the benefit of Insight and the Principal as follows:
   a. the Subcontractor will comply with its obligations under the Subcontract and the Subcontract Works will satisfy the requirements of the Subcontract and all Legislative Requirements;
   b. (if the Subcontract Works includes design) the Subcontractor will perform its obligations under the Subcontract to a standard of care, skill, judgment and diligence commensurate with a competent professional experienced in providing services of a similar nature to the Subcontract Works;
   c. each of the goods, products, plant, materials and equipment referred to in Item 2 of the Schedule (Equipment): is of good and merchantable quality; is free from defects or faults in composition and manufacture; conforms with the Subcontract; conforms with all Legislative Requirements and the requirements of all relevant Australian Standards and the Building Code of Australia / National Construction Code; and where selected or designed by the Subcontractor, is fit for its intended purpose;
   d. if, at any time prior to the expiry of the period six (6) years from the date of Practical Completion, any of the Equipment or the other Subcontract Works does not conform with the terms of this deed, it will (at its cost, and at such times and in such a manner as Insight may require) reinstate, replace, repair or rectify the Equipment and Subcontract Works so that the Equipment and Subcontract Works conforms with this deed;
   e. nothing in this deed will limit or otherwise affect any of the Subcontractor's obligations or liabilities under the Subcontract or otherwise (including, without limitation, its obligations to rectify Defects); and
   f. Insight or the Principal may assign the benefits and rights accrued under this deed.
3. This deed shall be governed by the laws of the State or Territory where the Site is located.

Executed as a **DEED POLL.**

Executed by the Subcontractor in accordance with section 127 of the *Corporations Act* 2001 (Cth): )
)

.....

Director

.....

Name

.....

Director / Secretary

.....

Name

**Schedule**

**Item 1: Subcontract Works:**

**Item 2: Equipment:**

# Schedule 2
## 26. Deed of Guarantee

This **DEED POLL** is given in favour of Insight:

| | |
|---|---|
| **Date:** | |
| **Insight:** | Insight Development Group Pty Ltd (ACN 620 531 437) |
| **Guarantor(s):** | |
| **Subcontractor:** | All Doors (NSW) Pty Ltd – ABN 96 128 338 643 |
| **Project:** | 18-24 Glastonbury Avenue, Unanderra |

(a) Operative Provisions:

1. Unless defined in this deed capitalised terms in this deed have the meaning given to those terms in the Subcontract.
2. The Guarantor unconditionally and irrevocably guarantees to Insight the due and punctual performance, observance and fulfilment of all of the Subcontractor's obligations under the Subcontract or arising out of, or by virtue of the Subcontract and includes all the terms, provisions and conditions contained in the Subcontract and on the part of the Subcontractor to be performed, observed and fulfilled, including any obligation to pay money or any costs, expenses, damages or other liabilities, whether present, future, actual or contingent, liquidated or unliquidated (**Guaranteed Obligations**).
3. If a Guaranteed Obligation is not duly and punctually performed, observed or fulfilled in accordance with the Subcontract, then the Guarantor shall, forthwith upon Insight's demand, perform, observe and fulfil in the place of the Subcontractor each and every Guaranteed Obligation. A demand may be made by Insight on the Guarantor at any time and from time to time.
4. The Guarantor unconditionally indemnifies and keeps indemnified Insight from and against all claims, Losses, damages, costs and expenses which may be suffered or incurred by Insight by reason or in consequence of a breach of the Subcontract by the Subcontractor, or a failure of the Subcontractor to perform, observe and fulfil any Guaranteed Obligations.
5. Where the Guarantor consists of more than one person, the obligations of each of the Guarantors are joint and several.
6. This deed shall be governed by the laws of the State or Territory where the Site is located.

Executed as a **DEED POLL.**

Executed by the Guarantor in accordance with section 127 of the *Corporations Act* 2001 (Cth): )
)

.....

Director

.....

Name

.....

Director / Secretary

.....

Name

*OR*

Signed by the Guarantor in the presence of: )
)

.....

Signature of Guarantor

.....

Name

.....

Witness signature

.....

Name

# Schedule 3
## 27. Subcontractor's Statement

| | |
|---|---|
| **Date:** | |
| **Insight:** | Insight Development Group Pty Ltd (ACN 620 531 437) |
| **Subcontractor:** | All Doors (NSW) Pty Ltd – ABN 96 128 338 643 |
| **Project:** | 18-24 Glastonbury Avenue, Unanderra |
| **Payment Claim No.:** | |
| **Claim Period:** | |

I, [**insert name**]of [insert address], do solemnly and sincerely declare as follows:

1. I am a director of the Subcontractor and I am authorised to make this declaration on behalf of the Subcontractor.
2. All workers compensation insurance premiums payable by the Subcontractor in respect of the work done under the Subcontract for the Claim Period have been paid and the certificate of currency for that insurance is attached.
3. All employees who are, or have been engaged, by the Subcontractor on the Project have been paid their full remuneration for work done in connection with the Subcontract during the Claim Period. Superannuation payments have also been paid in full to the relevant person, trustee or entity for the Claim Period. All payments have been made in accordance with the applicable award or industrial agreement.
4. All consultants, suppliers and subcontractors who are, or at any time have been, engaged by the Subcontractor on the Project have been paid in full all amounts that have become payable to them under the terms of their agreement with the Subcontractor.
5. All amounts accrued, due and payable, and which have been included in the calculation of previous payments by Insight to the Subcontractor, have been duly paid.
6. If the Subcontractor has subcontractors the Subcontractor has received from each of those subcontractors a statutory declaration and Subcontract's Statement in equivalent terms.
7. All insurance policies required under the Subcontract are current and in effect.
8. The Subcontractor has claimed for all entitlements arising as at the date of this declaration relating to the performances of the work under the Subcontract, whether due under the terms of the Subcontractor or otherwise, including all claims for payment, extensions of time and damages and the Subcontractor has complied will all of its obligations under the Subcontract.

And I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths Act 1900*. I am aware that I may be subject to punishment by law if I wilfully make a false statement in this declaration.

Declared at: _____ on _____
(place where declaration made) (date of declaration)

by: _____
(signature of person making declaration)

in the presence of an authorised witness who states:

I, _____ a _____
(name of authorised witness) (qualification of authorised witness)

certify the following matters concerning the making of this statutory declaration by the person who made it:
[* please cross out any text that does not apply]

i. * I saw the face of the person OR * I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering, and

ii. * I have known the person for at least 12 months OR * I have confirmed the person's identity using an identification document and the document I relied on was:

_____
(describe identification document relied on)

_____ _____
Signature of authorised witness Date

## 28. Deed of Release

This **DEED POLL** is given in favour of Insight:

| | |
|---|---|
| **Date:** | |
| **Insight:** | Insight Development Group Pty Ltd (ACN 620 531 437) |
| **Subcontractor:** | All Doors (NSW) Pty Ltd – ABN 96 128 338 643 |
| **Project:** | 18-24 Glastonbury Avenue, Unanderra |
| **Subcontract No.:** | |

(a) Operative Provisions:

1. Unless defined in this deed capitalised terms in this deed have the meaning given to those terms in the Subcontract.
2. The Subcontractor releases and discharges Insight, to the extent permitted by law, from and against all claims, demands, causes of action and proceedings of every kind and nature, including claims based on statute, common law, unjust enrichment or equity arising out of, or in connection with the Subcontract or the Subcontract Works, except for:
   a. any claim for payment of the amount shown as payable in the Payment Schedule (if any) issued in response to a Payment Claim submitted in accordance with subclause 16.2(a)(ii) or (iii) of the Subcontract General Conditions; and
   b. any claim for release of any Security which falls due for release after the date of this deed.
   c. The Subcontractor warrants to Insight that:
   d. all remuneration and other entitles payable to, or on behalf of, the Subcontractor's employees for work under the Subcontract have been paid;
   e. all amounts due to the Subcontractor's subcontractors and suppliers in respect of work under the Subcontract have been paid; and
   f. all relevant taxes, duties, statutory fees, charges and other amounts due in respect of the Subcontract and payable by the Subcontractor have been paid.
3. This deed shall be governed by the laws of the State or Territory where the Site is located.

Executed as a **DEED POLL.**

Executed by the Subcontractor in accordance with section 127 of the *Corporations Act* 2001 (Cth): )

| | |
|---|---|
| ..... | ..... |
| Director | Director / Secretary |
| ..... | ..... |
| Name | Name |

## Appendix 5
## Scope of Works

Inserted after this page.

INSIGHT DEVELOPMENT GROUP

# Glastonbury Industrial Units

18-24 Glastonbury Ave, Unanderra



## Scope of Works
## For
## Roller Doors
## Package

| Revision | Date | Reason for Issue |
|---|---|---|
| A | 20/05/2025 | Tendering |

INSIGHT DEVELOPMENT GROUP

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# Part 1 – General Project Information

## 1.1 Introduction and Overview

Insight Development Group has been engaged for the construction of 25 Light Industrial Units. The project is located at 18-24 Glastonbury Avenue Unanderra 2526.

Key Parties on the Project are as follows;
Project Name: Glastonbury Industrial
Units
Head Contractor: Insight Development Group

## 1.2 Abbreviations

For the purposes of this document the following abbreviations apply;

| | |
|---|---|
| AFFL | Above Finished Floor Level |
| AS | Australian Standards |
| CA | Contracts Administrator |
| CHL | Catholic Healthcare |
| D&C | Design and Construct |
| DLP | Defects Liability Period |
| EH&S | Environmental, Health & Safety |
| EHS&Q | Environmental, Health, Safety & Quality |
| EPA | NSW Environmental Protection Authority |
| FFL | Finished Floor Level |
| FIP | Fire Indicator Panel |
| FRL | Fire Resistance Level |
| GF | Ground Floor |
| HRSWMS | High Risk Safe Work Method Statement |
| ITP | Inspection & Test Plan |
| MC | Main Contractor |
| MSB | Main Switch Board |
| MSSB | Mechanical Services Switch Board |
| NCC | National Construction Code |
| O&M | Operation and Maintenance |
| PC | Practical Completion |
| PCBU | Person Conducting a Business or Undertaking |
| PM | Project Manager |
| PMP | Project Management Plan |
| PTR | Project Trade Requirements |
| QA | Quality Assurance |
| RACF | Residential Aged Care Facility |
| RFI | Request for Information |
| RL | Reduced Level |
| RLU | Residential Living Unit |
| SC | Subcontractor |
| SCS | Subcontract Sum |
| SM | Site Manager |
| SOU | Sole-Occupancy Unit |
| SSL | Structural Slab Level |
| SWMS | Safe Work Method Statement |
| TCP | Traffic Control Plan |
| TMP | Traffic Management Plan |
| UNO | Unless Noted Otherwise |
| WUC | Work Under the Contract |

# Part 2 – Scope of Works

The Subcontractor has allowed for the supply of all labour, supervision, plant, equipment and materials required to carry out and complete Roller Doors Package to the project in accordance with the drawings, specifications and this Project Trade Requirements.

All works must be carried out to the complete satisfaction of the Insight Development Group and comply with all regulations and requirements of the relevant Authorities, National Construction Code (NCC), Australian Standards, Codes of Practise (refer to Part 3) and Statutory Acts.

The works included but is not limited to the following Details, Conditions, Requirements and Inclusions;

## 2.1 Scope of Works (General)

The supply of all labour, supervision, plant, equipment and materials to conduct the Roller doors works including but not limited to the following elements;

2.1.1. Read and understand the CDC Conditions: CDC 266930 dated March 2025 and ensures compliance.

2.1.2. Prior to commencing on site, submit:

- a) Project Specific Work Safety Management Plan for high-risk activities prepared in accordance with Safework Guidelines and OH&S requirements.
- b) All relevant documentation required.

2.1.3. Attend minimum weekly Site Inductions and Project Meetings as required.

2.1.4. Subcontract Works to be undertaken in accordance with the Subcontract Agreement documents, including but not limited to the scope of works, specification, drawings, and in strict accordance with all the relevant standards, authorities and statutory requirements.

2.1.5. Read all relevant reports associated to the contract works and conforming with all details specified asper the relevant reports.

2.1.6. The Subcontractor will be responsible for all cleaning associated with its works and will place rubbish generated by its works into the supplied bins.

2.1.7. The whole of the works shall be carried out to the satisfaction of Insight Development Group in accordance with the latest Drawings, Technical Specifications and Reports, Project Specific Management Plans, and Targets, and to the Standards and Regulations of any authority having jurisdiction over the works, in particular:

- a) The Building Code of Australia (including Section J);
- b) SafeWork NSW;
- c) Environmental Protection Agency (EPA);
- d) Australian Standards;
- e) National Code of Practice for the Construction Industry;
- f) Relevant Council Conditions and Requirements;
- g) General Terms of Approval from State Authorities;
- h) Workplace Health and Safety Act, and;
- i) Good Building Practice.

2.1.8. The Subcontractor will supply a supervisor during its works.

2.1.9. ITPs will be a live document during works and completed by the subcontractor at each stage then submitted on completion and prior to certification. These records shall by made available at anytime when requested by Insight Development Group.

2.1.10. Inspection and Test Plans (ITPs) are a single document that records all inspection and testing requirements relevant to a specific process. An ITP identifies the items of material and work to be inspected or tested (including by whom and at what stage or frequency); Hold and Witness Points;

references to relevant standards; acceptance criteria and the records to be maintained. ITPs ensure and verify whether work has been undertaken to the required standard and requirements and ensures that records are kept. The ITP confirms that the Subcontractor has complied with the requirements of all quality issues as defined throughout the Construction Documentation. ITP's are to be submitted to INSIGHT for review and approval prior to commencing works.

2.1.11. The Subcontractor shall leave all works to adjoining properties in the same or better condition prior to when the works commenced. Note, this will determined by INSIGHT Development Group.

2.1.12. The Subcontractor shall provide all traffic control if / when required to undertake the Subcontract Works;

2.1.13. The Subcontractor shall induct all site personnel into their Project Specific Safety Plan

2.1.14. The Subcontractor shall co-ordinate the Works with the Main Contractor's Nominated Subcontractor's / Consultant's and local authority representatives whilst undertaking the works. Examples of personnel expected on the site include:

a) Main Contractor and it's representative's (employees)
b) Surveyor
c) Structural Engineer
d) Authorities such as local council, Safework and the like;

2.1.15. The Subcontractor shall keep record of all waste generated from the site and provide to the Builder prior to Practical Completion a record of waste management in accordance with the Waste Management Plan and Development Consent.

2.1.16. The Subcontractor shall allow to protect and maintain existing boundary fencing and temporary fencing whilst on site for the duration of the Subcontract works.

## 2.2 Scope of Works (Specific)

2.2.1. Supply and installation of 5000mm H x 3650mm W roller doors (25 off)
2.2.2. Supply and installation of commercial electric motor (20Amp), including wiring and switching.
2.2.3. Supply and installation of seals where required.
2.2.4. Supply and installation of fixings, anchors and tracks to concrete wall panels.
2.2.5. Roller doors are to be powder coated in Dulux Monument.
2.2.6. Supply of installation certificate
2.2.7. Subcontractor is responsible for the site measurement prior to manufacture

## 2.3 Works by Others

The Subcontractor has excluded the following associated works which are not required or will be carried out by others;

2.3.1. Electrical conduits
2.3.2. Solid core doors.

## 2.2 General Trade Conditions and Inclusions

2.4.1. The subcontract sum is a fixed lump sum for the duration of the project.

2.4.2. The Subcontractor specifically acknowledges that they have visited the site to investigate, identify and familiarise themselves to fully assess the nature, character and extent of works involved under the subcontract. They have taken into account all prevailing site conditions including access and services, the requirement of works integration, safety, protection, accessibility, staging of works, making good, etc. that may affect the works during the construction period and have allowed for these within the Subcontract Sum.

2.4.3. The Subcontractor has allowed for multiple site establishments, visits, dis-establishments, deliveries etc. as required to carry out and complete the works.

2.4.4. The Subcontractor shall regularly review Procore to ensure they are always working from the latest drawings and other Subcontractor's shop drawings. Costs for rectification due to the Subcontractor working off superseded plans in the Subcontractor's responsibility.

2.4.5. Provide the details of all secondary Subcontractors proposed to be commissioned for carrying out portions of the works covered in the Contract. Permission must be attained from INSIGHT prior to any work being commissioned to a secondary Subcontractor and approval is at the discretion of INSIGHT with no recourse by the Subcontractor should permission not be provided.

2.4.6. All tools, plant and equipment including consumables, sundries and accessories required to carry out and complete the works.

2.4.7. Provide and work to a detailed programme for review and approval by INSIGHT. This programme shall be sequenced so as not to extend past the completion dates and milestones contained with the INSIGHT construction programme for your trade works.

2.4.8. The Subcontractor shall, at all times, employ and maintain a sufficient sized workforce / resources / labour, plant and equipment including the required appropriately qualified labour, tradesmen and supervision specific for the project in order to carry out the works in an expedient, smooth flow and timely manner in line with the Main Contractors project construction programme. The Subcontractor shall increase and decrease the requirement to suit the project requirements including working out of hours if required. The Subcontractor warrants that they will be able to complete the works and achieve completion in accordance with the current target programme.

2.4.9. To carry out all work shall be in accordance with relevant "National Construction Code" (NCC), "Australian Standards" (AS), SafeWork NSW requirements and relevant Codes of Practice and Statutory Acts associated with the works.

2.4.10. Without limiting the Subcontractor's liability to any Defects Liability clauses under the subcontract the Subcontractor shall warrant that all requests for defect rectifications work will be addressed / attended to within 48 hours of the notice provide unless specifically noted otherwise. Should the Subcontractor fail to observe this requirement, INSIGHT will take alternative measures to address the above and all associated costs will be deducted against the contract sum.

2.4.11. Any damage to neighbouring properties caused by Subcontractors machinery, employees or material delivery vehicles will repaired / replaced at the Subcontractor's expense.

2.4.12. Any fines / infringement notices imposed on INSIGHT, due to illegalities cause by the Subcontractor, by any Authorities will recovered from the Subcontractor's subcontract sum, including out of hours floats.

2.4.13. Subcontractors are to ensure that all roads and footpaths are kept clean after all deliveries attributing to their works. Any infringements incurred as a result of cleanliness will be at the responsibility of the Subcontractor.

2.4.14. The Subcontractor shall provide sufficient task lighting to complete their works safely;

2.4.15. The Subcontractor warrants that they will be able to complete the works and achieve completion in accordance with the current target programme.

## 2.5 Project Specific Details

2.5.1. **Project Management Systems,**

The Subcontractor has allowed to use the Main Contractor's online project management systems only, for the activities / purposes stated below and has included any and all fees / charges associated with these systems.

a) Procore Web based correspondence and document control system. All project correspondence, RFI's, Observations, drawing and specification transmittal / submittal, upload / download etc.

b) SignOnSite Induction, attendance and EH&S notification system. Management of all Inductions and Site Attendance.

c) Payapps

2.5.2. **Working Hours,**

The hours of work under this subcontract shall be as follows: -

a) Monday to Friday: 07:00 to 18:00

b) Saturday 08:00 to 13:00

c) The Subcontractor has allowed to carry out their works within these hours including any overtime associated. All cost associated to work outside these hours to maintain the

construction programme, due to default by the Subcontractor, have also been included. This may include the Main Contractor's Supervision, provision of a first aider, site labour / plant operators etc.

2.5.3. **Cranage**

The subcontractor shall allow for all horizonal and vertical movement of their materials on the project.

2.5.4. **Plant and Equipment and Materials Handling**

The Subcontractor has allowed for all access equipment, boom or scissor lift etc., required to carry out and complete the works ;

Time lost due to machinery breakdowns or material failure will be at the Subcontractors expense.

The Subcontractor shall allow for all materials handling methods and requirements to complete the works including transport, loading and unloading as well as vertical and horizontal materials handling and liaison with the Main Contractor for approval of any methods and plant and equipment to be utilised on site.

The Main Contractor has full discretion on the materials handling methods, plant and equipment used on site by the Subcontractor and can direct changes for reasons of safety or to suit the Main Contractors methodology with no recourse for additional costs by the Subcontractor.

The Main Contractor will not provide personnel for movement facilities / materials handling.

2.5.5. **Site Bins / Rubbish Skips and Cleaning**

The Subcontractor must ensure that they take care to accurately separate waste to avoid contamination where require and not fill bins so as to overload them. If bins are overloaded or filled with oversized or untidy waste this waste will be removed from the bins, restacked and disposed of at the cost of the Subcontractor.

The Subcontractor has allowed to carry out all cleaning of their works and works areas daily to the satisfaction of the Main Contractor including the removal of rubbish

2.5.6. **Traffic Management, Deliveries and Storage,**

The Subcontractor has allowed for all deliveries in accordance with the approved Traffic Management Plan and to ensure that all vehicles strictly adhere to traffic route and regulations and that no queuing of trucks / vehicles occur off site.

During any phase of work being undertaken on site, no building materials, plant or the like are to be stored on the road or footpath. The pathway shall be kept in a clean, tidy and safe condition during building operations. Any infringements incurred as a result of unauthorised use of footpath & roadways will be at the responsibility of the Subcontractor.

2.5.7. **Site Supervision,**

The Subcontractor shall provide a full time Supervisor or Working Foreman on site to supervise the extent of the Subcontractor works and their employees, at all times, for the duration of the trade works. This person shall be nominated in writing to the Main Contractor by the Subcontractor, including all contact details, prior to commencement on site and will remain the Main Contractor's contact for the duration of the project.
They shall also be competent, English speaking, experienced in the associated works and authorised to take direction on behalf of the Subcontractor. Replacement of the nominated supervisor shall only be allowed with approval of the Main Contractor.

The Subcontractor shall always have at least one employee certified and capable of providing first aid on- site, unless other alternative measures have been arranged and agreed by Main Contractor.

2.5.8. **Practical Completion Requirements,**

Without limiting the Subcontractor obligations under the subcontract, the Subcontractor has also allowed for the following Practical Completion requirements and associated works;

a) Supply of user manual

b) Certificate of compliance

c) Installation certificate

2.5.9. **Commercial Details**

All Payment Claims are to be sent via email to accounts@insightdevelopmentgroup.com.au
Claim Periods will be opened by the Main Contractor on the 25th day of the month (due date) or where this day falls on a non-business day then the first business day following this date.

Payments will be made on the Third (3rd) day of the month following the subsequent month the claim for payment is received.

Liquidated damages will be charged as follows;

Ordinary Time $ 1,000 per day

No variations will be recognised unless approved and instructed by the Project Manager in advance, including Daywork variations which must include Daywork Dockets signed by the Main Contractors Representative. Where the Main Contractors Representative signs a record of day labour it is understood that this does not necessarily indicate the day labour works is a variation.

# Part 3 – Environmental, Health, Safety & Quality

## 3.1 Environmental, Health, Safety & Quality (EHS&Q) Requirements

The Subcontractor has allowed to comply and provide the following EHS&Q requirements in accordance with the Main Contractors Project Management Plan and Authority Requirements.

3.1.1. The Subcontractor shall allow to comply with all EHS&Q, Environmental and QA requirements as specified by legislation and as directed by the Main Contractor, including any Insight Development Group requirements related to COVID 19 working, declarations and the like as required by any Public Health Order issued by NSW Government.

3.1.2. Provision to comply with the requirements of the Main Contractors Project Management Plan as a minimum.

3.1.3. Carry out the works in a thoroughly safe manner and shall be bound to comply with all relevant Acts, By- laws and regulations including paying all necessary permits, fees, and the like as required. Comply fully with the development consent conditions included with the tender package. Comply fully with the NCC and all Australian Standards and other local or statutory requirements that may be applicable.

3.1.4. Comply with EPA and Council regulations relating to working hours, noise and environmental guidelines.

3.1.5. Responsible for preparing and having approved by the Main Contractor, relevant Inspection and Test Plan(s) (ITP) for the work. Record on the ITP the inspections and checks as they are made. Provide ITP's upon request and with monthly claims.

3.1.6. Provision and maintenance of job specific environmental controls in accordance with the requirements of all authorities having jurisdiction over the works.

3.1.7. The Subcontractor MUST complete the Insight Development Group Building HRSWMS Checklist for all their High Risk works prior to commencing in site.

3.1.8. Provide the details of all secondary Subcontractors scheduled to be commissioned for carrying out portions of the works covered in the Contract. Permission must be attained from the Main Contractor prior to any work being commissioned to a secondary Subcontractor.

3.1.9. The Subcontractor shall ensure their own electrical equipment is to be tested and tagged, including RCD trip time tests on a monthly basis consistent with relevant code requirements. Provide electrical equipment test registry with monthly claims.

3.1.10. Provide MSDS for materials and Chemicals to be used on site and associated with the installation of the works. The hazardous substances that are brought onto site are to be identified prior to entering the site and must be stored within the designated storage area.

3.1.11. The Subcontractor is required to complete a plant and equipment registration form for all plant and equipment brought on to site. All service records and logbooks are to be maintained and available for viewing on request.

3.1.12. Allow for an appropriately trained representative for the EH&S Committee as required by legislation.

3.1.13. Submit a site specific Safe Work Method Statement and Risk Assessment prior to the commencement of works on site. All employees working on site must read and acknowledge that they have understood the safe work method statement and risk assessment for the Works. This must occur with the Subcontractor's supervisor prior to the Insight Development Group induction.

3.1.14. Provision of documented proof of training in the use of all equipment and tools as necessary in the carrying out of the Works.

3.1.15. Provide all necessary personal safety equipment for all employees, such as hard hats, safety footwear, hi- visibility clothing, goggles, gloves, earmuffs and the like which must be used.

3.1.16. Regularly (minimum of weekly) undertake toolbox safety talks and provide evidence of the toolbox talks upon request from the Main Contractor. Proof of regular toolbox safety talks must be submitted with progress claims.

3.1.17. Barricade off areas during installation of the works including associated edge protection, bunting, fencing, signage, warning lights, barricades etc. and any additional requirements required in the carrying out of the works in accordance with EHS&Q requirements, including that which may be raised by WorkCover or other statutory authority.

3.1.18. The Subcontractor is to ensure that relevant fall protection is in place prior to the commencement of any works. It is the responsibility of the Subcontractor to ensure the fall protection is adequate and remains in place for the duration of the works.

3.1.19. No step ladders to be used. Platform ladders only.

3.1.20. Provide and maintain register of testing and tagging of all electrical equipment utilised on the project.

3.1.21. The Subcontractor shall ensure that any materials used and workmanship performed as part of the WUC is inspected on a regular basis (being at least once every four weeks) and the Subcontractor keeps an up to date and accurate record of:

a) the materials used;

b) the origin of the materials and who inspected the materials and certified that the materials were compliant with the Contract before the Subcontractor or its subcontractors paid for the materials;

c) who undertook the work or installed, or undertook work with respect to, the materials; and

d) who supervised the relevant work and who inspected the workmanship and certified that the workmanship was compliant with the Contract before the Contractor or its subcontractor paidfor the work.

3.1.22. The Subcontractor is to ensure that all workers are aware of existing overhead powerlines. All machinery is to remain 6m away from powerlines at all times. Only accredited operators with a spotter can be within 1.2m from powerlines. All operators are to notify Site supervisor when encroaching into the 6m exclusion zone.

## Appendix 6
## Drawings and Specifications

Inserted after this page.

Insight Development Group

Printed on Tue 22 Jul 2025 at 10:42 am AEST

Job #: C64 Glastonbury Industrial Units
18-24 Glastonbury Ave, Unanderra
Wollongong, New South Wales 2526
0405137183

## Current drawings

| Drawing No. | Drawing Title | Revision | Drawing Date | Received Date | Set |
|---|---|---|---|---|---|
| **Architectural** | | | | | |
| A. 000 | TITLE SHEET | C | | 3/4/2025 | Construction (9/1/25) |
| A. 001 | SITE DEMOLITION PLAN | B | 10/12/2024 | | 90% Design (1/11/24) |
| A. 101 | OVERALL SITE PLAN | D | 19/3/2025 | 3/4/2025 | Construction (9/1/25) |
| A. 102 | SITE SETOUT PLAN | D | 19/3/2025 | 3/4/2025 | Construction (9/1/25) |
| A.105 | FENCE / BARRIER. LOCATION PLAN | B | 17/1/2025 | | CDC2 (17/1/25) |
| A. 105 | FENCE / BARRIER. LOCATION PLAN | B | 6/3/2025 | 6/3/2025 | Construction (9/1/25) |
| A. 108 | POWER LINES ELEVATIONS & SECTIONS | B | 6/3/2025 | 6/3/2025 | Construction (9/1/25) |
| A. 109 | POWER LINES ELEVATIONS & SECTIONS | B | 6/3/2025 | 6/3/2025 | Construction (9/1/25) |
| A. 110 | POWER LINES ELEVATIONS & SECTIONS | B | 6/3/2025 | 6/3/2025 | Construction (9/1/25) |
| A. 111 | POWER LINES ELEVATIONS & SECTIONS | B | 6/3/2025 | 6/3/2025 | Construction (9/1/25) |
| A. 120 | SITE ELEVATIONS | C | 19/3/2025 | 3/4/2025 | Construction (9/1/25) |
| A. 121 | SITE SECTIONS | C | 19/3/2025 | 3/4/2025 | Construction (9/1/25) |
| A. 122 | SITE SECTIONS | C | 19/3/2025 | 3/4/2025 | Construction (9/1/25) |
| A. 123 | SITE SECTIONS | C | 19/3/2025 | 3/4/2025 | Construction (9/1/25) |
| A. 201 | GROUND FLOOR PLAN BLOCK A | C | 3/6/2025 | 3/6/2025 | Construction (9/1/25) |
| A. 202 | MEZZANINE FLOOR PLAN BLOCK A | B | | 3/4/2025 | Construction (9/1/25) |
| A. 203 | BLOCK A ROOF PLAN | C | 3/6/2025 | 3/6/2025 | Construction (9/1/25) |
| A. 204 | BLOCK A - ELEVATIONS | D | 3/6/2025 | 3/6/2025 | Construction (9/1/25) |
| A. 205 | BLOCK A - SECTION AA | D | 3/6/2025 | 3/6/2025 | Construction (9/1/25) |
| A. 301 | GROUND FLOOR PLAN BLOCK B | C | 3/6/2025 | 3/6/2025 | Construction (9/1/25) |
| A. 302 | MEZZANINE FLOOR PLAN BLOCK B | B | | 3/4/2025 | Construction (9/1/25) |
| A. 303 | BLOCK B ROOF PLAN | C | 3/6/2025 | 3/6/2025 | Construction (9/1/25) |
| A. 304 | BLOCK B - ELEVATIONS - NORTH & EAST | D | 3/6/2025 | 3/6/2025 | Construction (9/1/25) |
| A. 305 | BLOCK B - SECTIONS - WEST & SOUTH | D | 3/6/2025 | 3/6/2025 | Construction (9/1/25) |
| A. 306 | BLOCK B - SECTION BB | D | 3/6/2025 | 3/6/2025 | Construction (9/1/25) |
| A. 401 | GROUND FLOOR PLAN BLOCK C | C | 3/6/2025 | 3/6/2025 | Construction (9/1/25) |
| A. 402 | MEZZANINE FLOOR PLAN BLOCK C | C | 3/6/2025 | 3/6/2025 | Construction (9/1/25) |
| A. 403 | BLOCK C ROOF PLAN | C | 3/6/2025 | 3/6/2025 | Construction (9/1/25) |
| A. 404 | BLOCK C - ELEVATIONS - NORTH & EAST | D | 3/6/2025 | 3/6/2025 | Construction (9/1/25) |
| A. 405 | BLOCK C - ELEVATIONS - WEST & SOUTH | D | 3/6/2025 | 3/6/2025 | Construction (9/1/25) |
| A. 406 | BLOCK C - ELEVATIONS - WEST & SOUTH | D | 3/6/2025 | 3/6/2025 | Construction (9/1/25) |
| A. 501 | TYPICAL WALL SECTIONS | D | 3/6/2025 | 3/6/2025 | Construction (9/1/25) |
| A. 502 | TYPICAL WALL SECTIONS | C | 6/3/2025 | 3/4/2025 | Construction (9/1/25) |

Insight Development Group

Printed on Tue 22 Jul 2025 at 10:42 am AEST

Job #: C64 Glastonbury Industrial Units
18-24 Glastonbury Ave, Unanderra
Wollongong, New South Wales 2526
0405137183

| Drawing No. | Drawing Title | Revision | Drawing Date | Received Date | Set |
|---|---|---|---|---|---|
| A. 510 | TYPICAL MEZZANINE STAIR DETAILS | C | 3/6/2025 | 3/6/2025 | Construction (9/1/25) |
| A. 510.1 | TYPICAL MEZZANINE STAIR DETAILS | C | 3/6/2025 | 3/6/2025 | Construction (9/1/25) |
| A. 511 | TYPICAL STAIR DETAILS | C | 3/6/2025 | 3/6/2025 | Construction (9/1/25) |
| A. 520 | TYPICAL KITCHENETTE DETAILS | B | | 3/4/2025 | Construction (9/1/25) |
| A. 530 | TYPICAL WC/ SHOWER. DETAILS | B | | 3/4/2025 | Construction (9/1/25) |
| A. 531 | WET AREA WATERPROOFING DETAILS | B | | 3/4/2025 | Construction (9/1/25) |
| A. 540 | WINDOW & DOOR. SCHEDULE | D | 12/5/2025 | 12/5/2025 | Construction (9/1/25) |
| A. 550 | ENTRY RAMP & MAILBOX DETAILS | C | 19/3/2025 | 3/4/2025 | Construction (9/1/25) |
| A. 551 | PYLON SIGN DETAILS | B | 6/3/2025 | 6/3/2025 | Construction (9/1/25) |
| A. 560 | PLAN DETAILS | D | 19/5/2025 | 19/5/2025 | Construction (9/1/25) |
| A. 570 | SECTION DETAILS | D | 19/5/2025 | 19/5/2025 | Construction (9/1/25) |
| A. 601 | BLOCK A GROUND FLOOR FIRE COMPARTMENTATION PLAN | C | 6/3/2025 | 3/4/2025 | Construction (9/1/25) |
| A. 602 | BLOCK A MEZZANINE FIRE COMPARTMENTATION PLAN | C | 6/3/2025 | 3/4/2025 | Construction (9/1/25) |
| A. 611 | BLOCK B GROUND FLOOR FIRE COMPARTMENTATION PLAN | C | 6/3/2025 | 3/4/2025 | Construction (9/1/25) |
| A. 612 | BLOCK B MEZZANINE FIRE COMPARTMENTATION PLAN | C | 6/3/2025 | 3/4/2025 | Construction (9/1/25) |
| A. 621 | BLOCK C GROUND FLOOR FIRE COMPARTMENTATION PLAN | D | 3/6/2025 | 3/6/2025 | Construction (9/1/25) |
| A. 622 | BLOCK C MEZZANINE FIRE COMPARTMENTATION PLAN | C | 6/3/2025 | 3/4/2025 | Construction (9/1/25) |

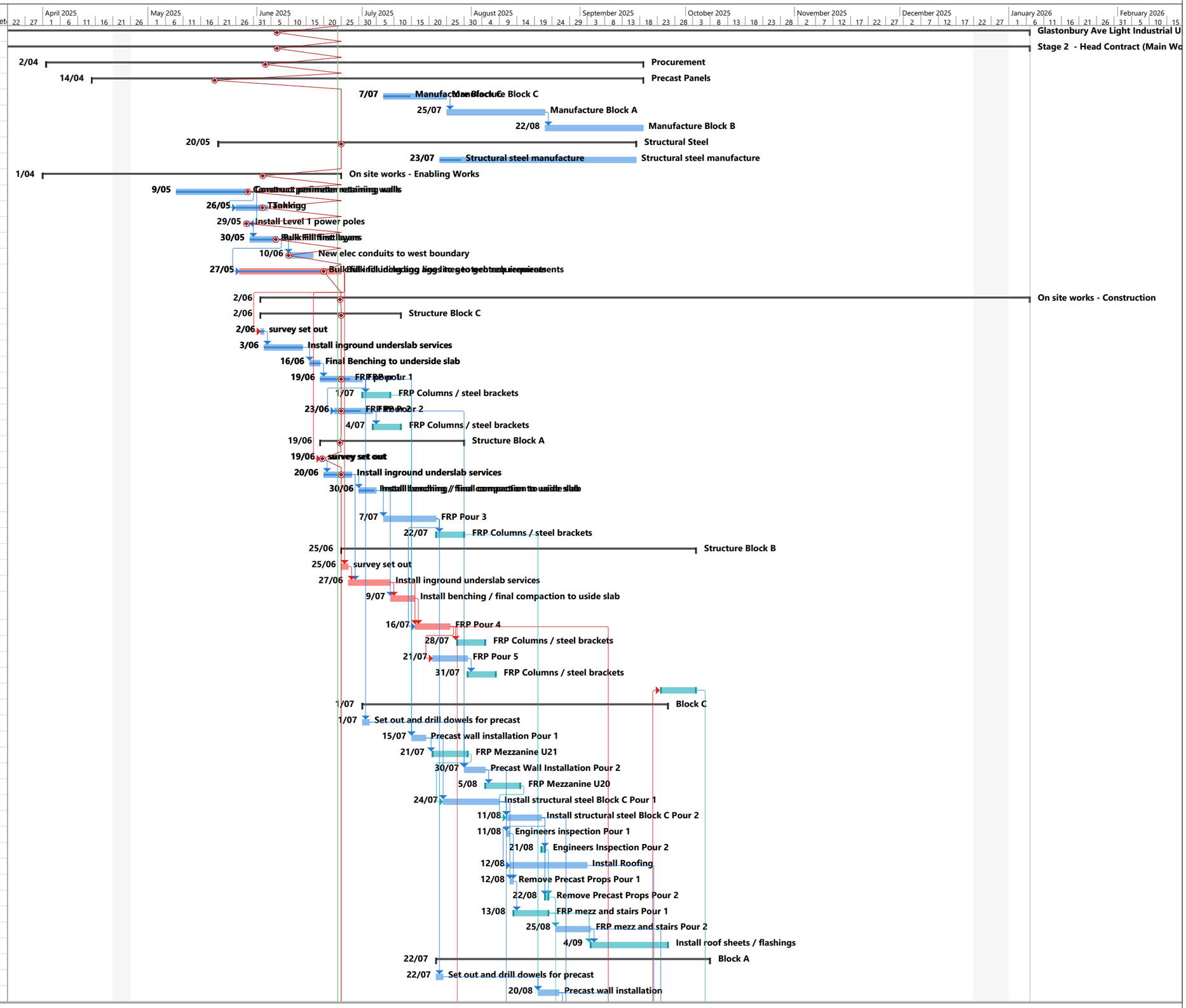
## Appendix 7
## Other Documents

1. – Project Program

# 18-24 GLASTONBURY AVE, UNANDERRA
# HEAD CONTRACT PROGRAMME

Tue 24/06/25

| ID | Task Name | Duration | Start | Finish | % Complet |
|---|---|---|---|---|---|
| 1 | **Glastonbury Ave Light Industrial Units** | **210 days** | **Thu 13/02/25** | **Tue 6/01/26** | **20%** |
| 2 | **Stage 2 - Head Contract (Main Works)** | **210 days** | **Thu 13/02/25** | **Tue 6/01/26** | **20%** |
| 8 | **Procurement** | **110 days** | **Wed 2/04/25** | **Thu 18/09/25** | **35%** |
| 10 | **Precast Panels** | **102 days** | **Mon 14/04/25** | **Thu 18/09/25** | **25%** |
| 13 | Manufacture Block C | 14 days | Mon 7/07/25 | Thu 24/07/25 | 40% |
| 14 | Manufacture Block A | 20 days | Fri 25/07/25 | Thu 21/08/25 | 0% |
| 15 | Manufacture Block B | 20 days | Fri 22/08/25 | Thu 18/09/25 | 0% |
| 20 | **Structural Steel** | **84 days** | **Tue 20/05/25** | **Tue 16/09/25** | **31%** |
| 23 | Structural steel manufacture | 40 days | Wed 23/07/25 | Tue 16/09/25 | 10% |
| 24 | **On site works - Enabling Works** | **49 days** | **Tue 1/04/25** | **Tue 24/06/25** | **72%** |
| 29 | Construct perimeter retaining walls | 15 days | Fri 9/05/25 | Thu 29/05/25 | 95% |
| 30 | Tanking | 7 days | Mon 26/05/25 | Tue 3/06/25 | 80% |
| 31 | Install Level 1 power poles | 1 day | Thu 29/05/25 | Thu 29/05/25 | 0% |
| 32 | Bulk Fill first layers | 6 days | Fri 30/05/25 | Fri 6/06/25 | 85% |
| 33 | New elec conduits to west boundary | 5 days | Tue 10/06/25 | Mon 16/06/25 | 0% |
| 34 | Bulk fill including agg lines to geotech requirements | 20 days | Tue 27/05/25 | Tue 24/06/25 | 85% |
| 35 | **On site works - Construction** | **145 days** | **Mon 2/06/25** | **Tue 6/01/26** | **5%** |
| 36 | **Structure Block C** | **29 days** | **Mon 2/06/25** | **Fri 11/07/25** | **58%** |
| 37 | survey set out | 1 day | Mon 2/06/25 | Mon 2/06/25 | 100% |
| 38 | Install inground underslab services | 8 days | Tue 3/06/25 | Fri 13/06/25 | 100% |
| 39 | Final Benching to underside slab | 3 days | Mon 16/06/25 | Wed 18/06/25 | 100% |
| 40 | FRP pour 1 | 8 days | Thu 19/06/25 | Mon 30/06/25 | 80% |
| 41 | FRP Columns / steel brackets | 6 days | Tue 1/07/25 | Tue 8/07/25 | 0% |
| 42 | FRP Pour 2 | 9 days | Mon 23/06/25 | Thu 3/07/25 | 60% |
| 43 | FRP Columns / steel brackets | 6 days | Fri 4/07/25 | Fri 11/07/25 | 0% |
| 44 | **Structure Block A** | **29 days** | **Thu 19/06/25** | **Tue 29/07/25** | **38%** |
| 45 | survey set out | 1 day | Thu 19/06/25 | Thu 19/06/25 | 80% |
| 46 | Install inground underslab services | 6 days | Fri 20/06/25 | Fri 27/06/25 | 100% |
| 47 | Install benching / final compaction to uside slab | 5 days | Mon 30/06/25 | Fri 4/07/25 | 85% |
| 48 | FRP Pour 3 | 11 days | Mon 7/07/25 | Mon 21/07/25 | 0% |
| 49 | FRP Columns / steel brackets | 6 days | Tue 22/07/25 | Tue 29/07/25 | 0% |
| 50 | **Structure Block B** | **73 days** | **Wed 25/06/25** | **Fri 3/10/25** | **0%** |
| 51 | survey set out | 2 days | Wed 25/06/25 | Thu 26/06/25 | 0% |
| 52 | Install inground underslab services | 8 days | Fri 27/06/25 | Tue 8/07/25 | 0% |
| 53 | Install benching / final compaction to uside slab | 5 days | Wed 9/07/25 | Tue 15/07/25 | 0% |
| 54 | FRP Pour 4 | 8 days | Wed 16/07/25 | Fri 25/07/25 | 0% |
| 55 | FRP Columns / steel brackets | 6 days | Mon 28/07/25 | Mon 4/08/25 | 0% |
| 56 | FRP Pour 5 | 8 days | Mon 21/07/25 | Wed 30/07/25 | 0% |
| 57 | FRP Columns / steel brackets | 6 days | Thu 31/07/25 | Thu 7/08/25 | 0% |
| 58 | FRP Pour 6 | 8 days | Wed 24/09/25 | Fri 3/10/25 | 0% |
| 59 | **Block C** | **63 days** | **Tue 1/07/25** | **Thu 25/09/25** | **0%** |
| 60 | Set out and drill dowels for precast | 2 days | Tue 1/07/25 | Wed 2/07/25 | 0% |
| 61 | Precast wall installation Pour 1 | 4 days | Tue 15/07/25 | Fri 18/07/25 | 0% |
| 62 | FRP Mezzanine U21 | 8 days | Mon 21/07/25 | Wed 30/07/25 | 0% |
| 63 | Precast Wall Installation Pour 2 | 4 days | Wed 30/07/25 | Mon 4/08/25 | 0% |
| 64 | FRP Mezzanine U20 | 8 days | Tue 5/08/25 | Thu 14/08/25 | 0% |
| 65 | Install structural steel Block C Pour | 12 days | Thu 24/07/25 | Fri 8/08/25 | 0% |
| 66 | Install structural steel Block C Pour | 8 days | Mon 11/08/25 | Wed 20/08/25 | 0% |
| 67 | Engineers inspection Pour 1 | 1 day | Mon 11/08/25 | Mon 11/08/25 | 0% |
| 68 | Engineers Inspection Pour 2 | 1 day | Thu 21/08/25 | Thu 21/08/25 | 0% |
| 69 | Install Roofing | 16 days | Tue 12/08/25 | Tue 2/09/25 | 0% |
| 70 | Remove Precast Props Pour 1 | 1 day | Tue 12/08/25 | Tue 12/08/25 | 0% |
| 71 | Remove Precast Props Pour 2 | 1 day | Fri 22/08/25 | Fri 22/08/25 | 0% |
| 72 | FRP mezz and stairs Pour 1 | 8 days | Wed 13/08/25 | Fri 22/08/25 | 0% |
| 73 | FRP mezz and stairs Pour 2 | 8 days | Mon 25/08/25 | Wed 3/09/25 | 0% |
| 74 | Install roof sheets / flashings | 16 days | Thu 4/09/25 | Thu 25/09/25 | 0% |
| 75 | **Block A** | **55 days** | **Tue 22/07/25** | **Tue 7/10/25** | **0%** |
| 76 | Set out and drill dowels for precast | 2 days | Tue 22/07/25 | Wed 23/07/25 | 0% |
| 77 | Precast wall installation | 4 days | Wed 20/08/25 | Mon 25/08/25 | 0% |



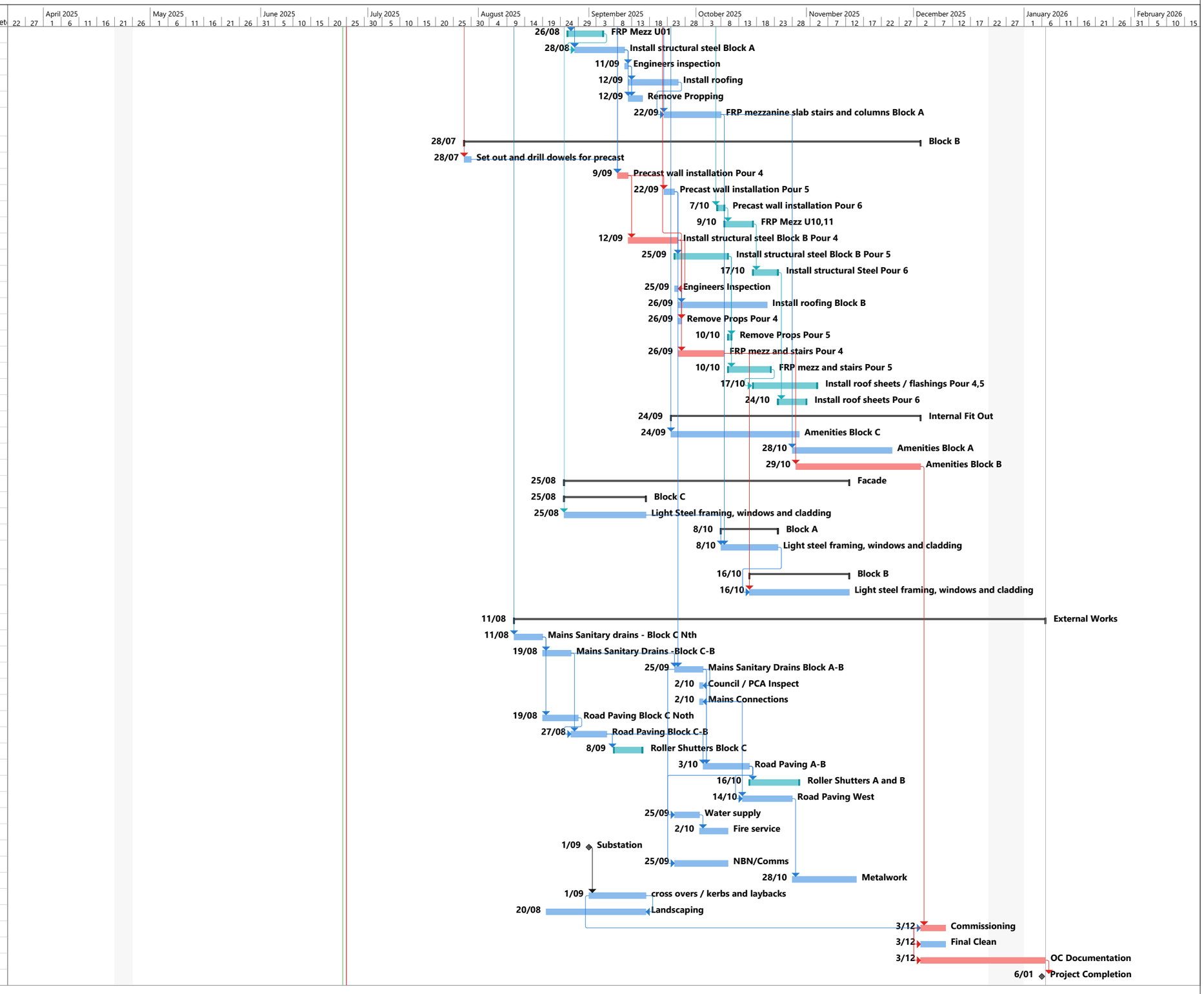

Project: 250623 SM Program Re
Date: Tue 24/06/25

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| Task | Summary | Inactive Milestone | Duration-only | Start-only | External Milestone | Critical Split |
| Split | Project Summary | Inactive Summary | Manual Summary Rollup | Finish-only | Deadline | Progress |
| Milestone | Inactive Task | Manual Task | Manual Summary | External Tasks | Critical | Manual Progress |

# 18-24 GLASTONBURY AVE, UNANDERRA
# HEAD CONTRACT PROGRAMME

Tue 24/06/25

| ID | Task Name | Duration | Start | Finish | % Complet |
|---|---|---|---|---|---|
| 78 | FRP Mezz U01 | 8 days | Tue 26/08/25 | Thu 4/09/25 | 0% |
| 79 | Install structural steel Block A | 10 days | Thu 28/08/25 | Wed 10/09/25 | 0% |
| 80 | Engineers inspection | 1 day | Thu 11/09/25 | Thu 11/09/25 | 0% |
| 81 | Install roofing | 10 days | Fri 12/09/25 | Thu 25/09/25 | 0% |
| 82 | Remove Propping | 2 days | Fri 12/09/25 | Mon 15/09/25 | 0% |
| 83 | FRP mezzanine slab stairs and columns Block A | 11 days | Mon 22/09/25 | Tue 7/10/25 | 0% |
| 84 | **Block B** | **91 days** | **Mon 28/07/25** | **Tue 2/12/25** | **0%** |
| 85 | Set out and drill dowels for precast | 2 days | Mon 28/07/25 | Tue 29/07/25 | 0% |
| 86 | Precast wall installation Pour 4 | 3 days | Tue 9/09/25 | Thu 11/09/25 | 0% |
| 87 | Precast wall installation Pour 5 | 3 days | Mon 22/09/25 | Wed 24/09/25 | 0% |
| 88 | Precast wall installation Pour 6 | 2 days | Tue 7/10/25 | Wed 8/10/25 | 0% |
| 89 | FRP Mezz U10,11 | 6 days | Thu 9/10/25 | Thu 16/10/25 | 0% |
| 90 | Install structural steel Block B Pour | 10 days | Fri 12/09/25 | Thu 25/09/25 | 0% |
| 91 | Install structural steel Block B Pour | 10 days | Thu 25/09/25 | Thu 9/10/25 | 0% |
| 92 | Install structural Steel Pour 6 | 5 days | Fri 17/10/25 | Thu 23/10/25 | 0% |
| 93 | Engineers Inspection | 1 day | Thu 25/09/25 | Thu 25/09/25 | 0% |
| 94 | Install roofing Block B | 16 days | Fri 26/09/25 | Mon 20/10/25 | 0% |
| 95 | Remove Props Pour 4 | 1 day | Fri 26/09/25 | Fri 26/09/25 | 0% |
| 96 | Remove Props Pour 5 | 1 day | Fri 10/10/25 | Fri 10/10/25 | 0% |
| 97 | FRP mezz and stairs Pour 4 | 8 days | Fri 26/09/25 | Wed 8/10/25 | 0% |
| 98 | FRP mezz and stairs Pour 5 | 8 days | Fri 10/10/25 | Tue 21/10/25 | 0% |
| 99 | Install roof sheets / flashings Pour | 12 days | Fri 17/10/25 | Mon 3/11/25 | 0% |
| 100 | Install roof sheets Pour 6 | 6 days | Fri 24/10/25 | Fri 31/10/25 | 0% |
| 101 | **Internal Fit Out** | **49 days** | **Wed 24/09/25** | **Tue 2/12/25** | **0%** |
| 102 | Amenities Block C | 25 days | Wed 24/09/25 | Wed 29/10/25 | 0% |
| 103 | Amenities Block A | 20 days | Tue 28/10/25 | Mon 24/11/25 | 0% |
| 104 | Amenities Block B | 25 days | Wed 29/10/25 | Tue 2/12/25 | 0% |
| 105 | **Facade** | **57 days** | **Mon 25/08/25** | **Wed 12/11/25** | **0%** |
| 106 | **Block C** | **17 days** | **Mon 25/08/25** | **Tue 16/09/25** | **0%** |
| 107 | Light Steel framing, windows an | 17 days | Mon 25/08/25 | Tue 16/09/25 | 0% |
| 108 | **Block A** | **12 days** | **Wed 8/10/25** | **Thu 23/10/25** | **0%** |
| 109 | Light steel framing, windows and cladding | 12 days | Wed 8/10/25 | Thu 23/10/25 | 0% |
| 110 | **Block B** | **20 days** | **Thu 16/10/25** | **Wed 12/11/25** | **0%** |
| 111 | Light steel framing, windows and cladding | 20 days | Thu 16/10/25 | Wed 12/11/25 | 0% |
| 112 | **External Works** | **96 days** | **Mon 11/08/25** | **Tue 6/01/26** | **0%** |
| 113 | Mains Sanitary drains - Block C Nth | 6 days | Mon 11/08/25 | Mon 18/08/25 | 0% |
| 114 | Mains Sanitary Drains -Block C-B | 6 days | Tue 19/08/25 | Tue 26/08/25 | 0% |
| 115 | Mains Sanitary Drains Block A-B | 6 days | Thu 25/09/25 | Thu 2/10/25 | 0% |
| 116 | Council / PCA Inspect | 1 day | Thu 2/10/25 | Thu 2/10/25 | 0% |
| 117 | Mains Connections | 1 day | Thu 2/10/25 | Thu 2/10/25 | 0% |
| 118 | Road Paving Block C Noth | 8 days | Tue 19/08/25 | Thu 28/08/25 | 0% |
| 119 | Road Paving Block C-B | 8 days | Wed 27/08/25 | Fri 5/09/25 | 0% |
| 120 | Roller Shutters Block C | 6 days | Mon 8/09/25 | Mon 15/09/25 | 0% |
| 121 | Road Paving A-B | 8 days | Fri 3/10/25 | Wed 15/10/25 | 0% |
| 122 | Roller Shutters A and B | 10 days | Thu 16/10/25 | Wed 29/10/25 | 0% |
| 123 | Road Paving West | 10 days | Tue 14/10/25 | Mon 27/10/25 | 0% |
| 124 | Water supply | 5 days | Thu 25/09/25 | Wed 1/10/25 | 0% |
| 125 | Fire service | 5 days | Thu 2/10/25 | Thu 9/10/25 | 0% |
| 126 | Substation | 0 days | Mon 1/09/25 | Mon 1/09/25 | 0% |
| 127 | NBN/Comms | 10 days | Thu 25/09/25 | Thu 9/10/25 | 0% |
| 128 | Metalwork | 14 days | Tue 28/10/25 | Fri 14/11/25 | 0% |
| 129 | cross overs / kerbs and laybacks | 12 days | Mon 1/09/25 | Tue 16/09/25 | 0% |
| 130 | Landscaping | 20 days | Wed 20/08/25 | Tue 16/09/25 | 0% |
| 131 | Commissioning | 5 days | Wed 3/12/25 | Tue 9/12/25 | 0% |
| 132 | Final Clean | 5 days | Wed 3/12/25 | Tue 9/12/25 | 0% |
| 133 | OC Documentation | 15 days | Wed 3/12/25 | Tue 6/01/26 | 0% |
| 134 | Project Completion | 0 days | Tue 6/01/26 | Tue 6/01/26 | 0% |




Project: 250623 SM Program Re
Date: Tue 24/06/25

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|---|---|---|---|---|---|---|---|---|---|
| Task | Summary | Inactive Milestone | Duration-only | Start-only | External Milestone | Critical Split |
| Split | Project Summary | Inactive Summary | Manual Summary Rollup | Finish-only | Deadline | Progress |
| Milestone | Inactive Task | Manual Task | Manual Summary | External Tasks | Critical | Manual Progress |

INSIGHT DEVELOPMENT GROUP

# POST TENDER MEETING / ASSESSMENT CHECK LIST

| | | | |
|---|---|---|---|
| PROJECT: | Glastonbury Industrial Units – 18-24 Glastonbury Avenue, Unanderra | | |
| WORKS PACKAGE: | Roller Doors | CONTRACT NO: | |
| CONTRACTOR: | AH Doors Pty Ltd | | |

This meeting is held to review and assess tenders. Insight Development Group does not imply any commitment to enter into an agreement or award any contract on the basis of these discussions. Post Tender Meeting Assessment will form part of the contract. The Tenderer shall not infer any such undertaking or commitment on the part of Insight Development Group.

Please insert a ☑ where required

| CONTRACTORS TENDER, SUBMISSION, ATTACHMENTS AND QUALIFICATIONS: **These items relate to the Contractors Tender and documents required to be submitted with the Tender for the Tender to be fully conforming and acceptable.** | |
|---|---|
| Tender priced and signed? | Yes: ☒ No: ☐ |
| List acceptable tender qualifications or specific departures from **the tender documents** (Not valid until Formal Confirmation in writing is attached) | N/A. |
| List proposed amendments to the terms and conditions of contract | tBC. |
| Scope of Works reviewed | Yes: ☒ No: ☐ |
| Does Subcontractor have any Design Responsibility? | Yes: ☐ No: ☒ |
| Quality Assurance Submission: | Submitted: ☐ Required: ☒ N/A: ☐ |
| Schedule of Technical Data | Submitted: ☐ Required: ☒ N/A: ☐ |
| BOQ / Schedule Of Rates/ Prices | Submitted: ☐ Required: ☒ N/A: ☐ |
| Planning Information/ Programming | Submitted: ☐ Required: ☒ N/A: ☐ |
| Anything in the documents that constitutes a variation? | Yes: ☐ No: ☒<br>If YES, Confirmation of scope and pricing to be confirmed in writing. |
| The inspection and test plans are to be submitted with each of your progress claims. | Subcontractor site supervisors are required to arrange quality inspections of works executed prior to leaving site with the IDG site foreman. |
| Notes: Any agreements which affect obligations under the contract must be confirmed in writing. | |

**SUBCONTRACTOR'S CURRENT COMMITMENTS**

| Project | Contract Value | Completion Date | Client / Builder | Referee |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

SIGNED:
CONTRACTOR: _____ IDG: _____ Date: _____

INSIGHT DEVELOPMENT GROUP

# POST TENDER MEETING / ASSESSMENT CHECK LIST

Please insert a ☑ where required

| SUBCONTRACTOR'S COMMITMENT TO THIS PROJECT | |
|---|---|
| The Project Management Plan, WHS Plan and Risk Register will be available to engaged contractors on Procore.<br>The Risk Register can be filtered by Trade and High Risk Work to assist contractors in preparing their work methods. Select All Trades and the specific trade in every occasion to capture the full list of risks related to the works. | |
| OFF Site Labour / Facilities (If applicable) | NA |
| ON Site Labour / Facilities | NA |
| Nominated Supervisor | Name: Jason .<br>Phone: |
| Proposed Subcontractors | No |
| Contractor confirms adequate resources for proposed works: | Yes: ☒ No: ☐ |

| WORKPLACE RELATIONS MANAGEMENT | |
|---|---|
| Subcontractor to provide the name of the industrial instrument to be used to ensure compliance with the New South Wales Industrial Relations Guidelines: Building and Construction Procurement and the Building Code 2016. For example: the name of the specific Modern Award applicable; or the exact name of the Registered Agreement to be used.<br><br>Note: If a Registered Agreement is indicated IDG's Contracts Administrator is required to check the existence of the Registered Agreement (fwc.gov.au/search/document/agreement) | Above award rates |

| WORK HEALTH AND SAFETY | |
|---|---|
| The Subcontractor agrees to ensure that all workers have completed the Insight Induction Training prior to them commencing works on site, this includes preliminary site works. | Yes: ☒ |
| Sign On Site will be used on this project to monitor site attendance and advise emergency alerts<br>The subcontractor agrees to instruct all their workers to have and use the Sign On Site app | Yes: ☒ No: ☐<br>Yes: ☒ No: ☐ N/A: ☐ |
| Subcontractors will nominate a site supervisor or representative to participate in the site safety inspections while the subcontractor is working on site. The participating subcontractor representative is expected to:<br>○ Participate in the full site safety inspection;<br>○ Raise any concerns or issues identified during the safety inspection;<br>○ Raise any safety concerns or issues raised by their workers at any time;<br>○ Participate in resolution discussions; and<br>○ Address any safety improvements issued to them in a timely manner | Yes: ☒ a site supervisor or representative will be nominated to participate |
| Any special WHS requirements or hazards identified on this project: | Yes: ☒ No: ☐ If YES state :<br>Working at heights, Moving machinery, overhead powerlines |

| WORKSAFE PERFORMANCE DETAILS | |
|---|---|
| Provisional Improvement Notices Issued (past 12 months) | No |
| Prohibition Notices Issued (past 12 months) | No |
| Lost Time Injuries (past 12 months) | Yes, back to work shortly after. |
| Reportable Incidents (past 12 months) | As per above |

| WHSE SUPERVISION | |
|---|---|
| Details of who will be responsible for inspecting and approving work areas, work methods, protective measures, plant and equipment supplied | |
| Name: | Domenic Trimarchi. |

SIGNED:
CONTRACTOR: _____ IDG: _____ Date: _____

INSIGHT DEVELOPMENT GROUP

# POST TENDER MEETING / ASSESSMENT CHECK LIST

Please insert a ☑ where required

| | |
|---|---|
| Position in the Company: | Supervisor |
| Qualifications and Experience: | |

| PROJECT AND SITE SPECIFIC ITEMS | |
|---|---|
| Demolition Plan Required | Yes: ☐ No: ☐ N/A: ☒ |
| Materials Handling and Hoisting | By Subcontractor |
| Scaffolding and Access Equipment | By Subcontractor |
| Site Amenities | By Contractor |
| Site Storage Required | Yes: ☐ No: ☒ If YES, By Contractor ☐ / By Insight ☐ |
| Waste Disposal<br>(Work area to be cleaned at the end of each day) | Disposal by Contractor ☒ / Insight to provide Bins ☒ |
| Protection of the works / Final Clean | By Contractor ☒ / By Insight ☐ |
| Pollution control requirements discussed | Yes: ☐ No: ☒ If YES state: |
| Waste minimisation initiatives: | Yes: ☒ No: ☐ If YES state: |
| Environmental risks identified: | Yes: ☐ No: ☒ If YES state: |
| Shop Drawings Required? | Yes: ☐No: ☒ If YES state: |
| Production Times/Long Delivery Times? | Yes: ☐ No: ☒ If YES state:<br>3 weeks for production & 1 week installation. |
| Programme Issues? | Yes: ☐ No: ☒ If YES state: |

| CONTRACT ADMINISTRATION: | |
|---|---|
| Security | Bank Guarantee ☐ / Retention ☒ |
| Claims to be submitted by Date through **PAYAPPS** | 25 day of the month ☒ / Other ☐ |
| Payment terms | 30 Days EOM |
| Itemised Claim Details Required: | Yes: ☒ No: ☐ |
| Subcontractor Hourly Rate | Lump Sum works. |
| Project rate for liquidated damages | $1000 /day. |
| Variation Time Bar: As per Terms and Conditions: | Accepted by Subcontractor? Yes: ☒ No: ☐ |
| Manuals and/or 'As-Built' Drawings Required<br>Note: O&M Manuals and As Built Documentation are valued at not less than 5% of the contract value for the purposes of assessing progress claims. | Yes: ☒ No: ☐<br>Maintenance information and warranty |

SIGNED:
CONTRACTOR: _____ IDG: _____ Date: _____

INSIGHT DEVELOPMENT GROUP

# POST TENDER MEETING / ASSESSMENT CHECK LIST

| SITE SPECIFIC | |
|---|---|
| Workers must be made aware of the parking arrangements *before* commencement on site. | Accepted by Subcontractor? Yes: ☒ |
| **Site Deliveries**<br>All trucks/deliveries bound for site, must radio ahead 5km from site to alert IDG staff to man the site entry point.<br>Any deliveries which cannot enter the site in a single forward motion; Subcontractor must allow for traffic control in these instances in strict accordance with the Traffic control Plan – refer attached | Accepted by Subcontractor? Yes: ☒ |
| **Media**<br>Under no circumstances is the subcontractor or any of its employees/workers to speak to the media. Direct any enquiries to IDG representatives | Accepted by Subcontractor? Yes: ☒ |
| **Site**<br>The site must always be kept in a clean and tidy manner. Subcontractor is to clean their work area at the end of each day | Accepted by Subcontractor? Yes: ☒ |
| **Workers**<br>All workers must be in neat/tidy uniform which clearly identifies which company they are working for | Accepted by Subcontractor? Yes: ☒ |
| The supervisor proposed for the subcontract works must be nominated and briefed on the importance of these issues | Accepted by Subcontractor? Yes: ☒<br>Site Supervisor name: [redacted]<br>Contact: Jason |

| OTHER ISSUES, NOTES AND MINUTED AGREEMENTS: |
|---|
| Progress claim for each door completed. |
| Warranty 12 months on door and 24 months on motor. |
| |
| Final price = $93,950 |
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| |

| NAMES OF PERSONS PRESENT AT THE MEETING: | | | |
|---|---|---|---|
| Contractor: | Domenic Trimarchi. | - | - |
| | | - | - |
| | | - | - |
| INSIGHT: | Ibrahim Hage | - | - |
| | | - | - |
| | - | - | - |

SIGNED:
CONTRACTOR: _____ IDG: _____ Date: _____