



## TRADES AGREEMENT - CONTRACTORS (TAC)

Agreement Date  _____
between
_____ T/A
Integrity New Homes _____ as the Principal Contractor
and
_____ as the Trade Contractor

This Agreement details the terms and conditions by which the Trade Contractor agrees to tender for work when requested by the Principal Contractor for consideration of \$1 to be paid by the Principal Contractor to the Trade Contractor when the Principal Contractor is requested by the Trade Contractor. These terms and conditions contained in the following pages will apply to every Trade Contract entered into from the Agreement Date.

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## IMPORTANT NOTE!

The Trade Contractor agrees individual site-specific Site Induction Forms (SIF) and Safe Work Method Statements (SWMS) must be completed, signed and submitted to the Principal Contractor for every new job. The Principal Contractors *Safety Plan* can be accessed from <https://www.inh.com.au/tradecontractor>

**TAC CHECKLIST**

Can you please complete all sections, initial every page and sign TAC on last page and return it to the Principal Contractor's office along with all the completed and signed paperwork including copies of licenses and insurances. Just tick off the checklist items below to assist you with correctly returning all necessary documents.

- TAC.
- Appendix 1. Occupational Health and Safety Policy.
- Appendix 2. Safe Work Method Statement.
- Appendix 5. Worker's Compensation Liability Statement.
- Appendix 6. General and Banking Information Form.
- Clear photo of Contractors License Card.
- Clear photo of Occupational Health and Safety Induction Card for all staff.
- Certificate of Currency - Workers Compensation (if applicable).
- Clear photo of Public & Product Liability Insurance policy.

**NOTE:** TAC is to be completed, initialed and signed by the Trade Contractor, copied and the original completed, initialed and signed TAC returned to the Principal Contractor. The contents of TAC which the Trade Contractor has copied are to be retained, referred to and adhered.

## 1.0 INTRODUCTION

TAC states the terms and conditions for the relationship between the Principal Contractor and the Trade Contractor but makes no representation as to the number and/or Money value of Works Order Contracts to be issued by the Principal Contractor to the Trade Contractor during the Agreement Period.

It is also acknowledged the Principal Contractor has made no representations verbally or in writing to the Trade Contractor about the number and/or Money value of Works Order Contracts to be issued.

TAC is not a contract to carry out a Trade Contract and/or a Works Order Contract.

The Principal Contractor and Trade Contractor acknowledge the following process will apply for every Works Order Contract issued under the Trade Contract during the Agreement Period:

- (a) The Principal Contractor will provide an order;
- (b) Acceptance of which will be confirmed by the Trade Contractor commencing work on Site.

The Trade Contractor is an independent and autonomous business contracted to carry out Trade Scopes of Works under a Works Order Contract. The Trade Contractor is not an employee and/or agent of the Principal Contractor.

In this Agreement, the singular includes the plural and the plural includes the singular.

Headings and any table of contents or index are for convenience only and do not form part of TAC or affect its interpretation.

## 2.0 WHOM TO CALL WHEN SEEKING CLARIFICATION

The following contact points are provided in the event of clarification being required on the topic areas listed:

- Accounts payable      Call the Accounts Department on PH: \_\_\_\_\_
- TAC                      Call the Construction Department on PH: \_\_\_\_\_
- Orders and pricing      Refer to the Estimator stated on the Works Order Contract.
- Site and construction issues      Refer to the Project Manager stated on the Works Order Contract.

### 3.0 DEFINITIONS

**Agreement Period** means the period of time commencing on the Agreement Date stated on page one of TAC;

**TAC** means this Agreement and any Schedule or Annexure;

**Business** means the business of marketing, costing, selling, contracting and constructing a range of residential dwellings to be conducted by the Principal Contractor under a Principal Contract;

**Certificates** means the certificates specified in TAC and as required under Laws;

**Client** means a client of the Business;

**Costs** means any cost, charge, expense, outgoing, payment or other expenditure of any nature and where appropriate includes fees and disbursements payable to contractors, consultants and lawyers;

**Default Event** means any event specified in Clause 15;

**Defects Liability Period** means a period of 2 weeks from completion of all work under each Works Order Contract;

**Existing Work** means the work previously carried out on Site by other parties on, in or over which the Trade Contractor will complete the Works Order Contract;

**Insurance Policies** means the insurance policies specified in Clause 5.0 of TAC;

**INH** means the Principal Contractor;

**Law** means the provisions, including but not limited to, of any act, statute, rule, regulation, proclamation, ordinance or by-law, present or future, whether local, state, federal or otherwise;

**Licenses** means the licenses specified in TAC and as required under Law;

**Money** means Australian dollars;

**Principal Contract** means the contract between the Principal Contractor and the Client and includes all works carried out and/or materials supplied by the Trade Contractor for the Principal Contractor under an individual Trade Contract and Works Order Contract;

**Principal Contractor** means the party stated on page 1 of TAC and described as the Principal Contractor;

**Project Manager** means an employee or contracted party to the Principal Contractor with the responsibility to manage construction on Site in accordance with the Principal Contract;

**Site** means the location of the Client property where the Trade Scope of Works are carried out under the Works Order Contract;

**Territory** means the geographic location in which the Trade Scope of Works are being carried out under the Works Order Contract;

**Trade Agent** means any person or business entity carrying out sub-contract work for the Trade Contractor;

**Trade Contract** means the agreement between the Trade Contractor and the Principal Contractor to carry out specified works, and any variations, stated in a Works Order Contract which in turn enables the Principal Contractor to meet the terms and conditions of the Principal Contract;

**Trade Contractor** means the party stated on Page 1 of TAC and described as the Trade Contractor and includes any sole trader, company, or person representing or employed by that party including, but not limited to directors, shareholders, agents, employees and/or any contractors engaged by that party;

**Trade Scope of Works** means the specific work to be carried out by the Trade Contractor under the Works Order Contract on the understanding the Trade Contractor supplies everything including materials, tools, plant and equipment, unless otherwise noted in writing;

**Variation** means any written change to the work and/or materials stated in the Works Order Contract including: less work and/or materials; additional work and/or materials; and/or a change to the scope of works; and

**Works Order Contract** means a written statement of the Trade Scope of Works to be carried out, including any Trade Contractor supplied materials, for a specified amount of Money with a specified commencement and completion date under the Trade Contract.

#### **4.0 TRADE CONTRACTOR OBLIGATIONS**

The Trade Contractor warrants and agrees to:

- Carry out the Trade Scope of Works stated in the Works Order Contract, including reference to plans and specifications, with care and skill and where materials are supplied, confirms they will be new, defect free and entirely suitable for the intended use;
- Immediately notify the Principal Contractor in the event there is any error, omission, inconsistency or confusion in or between the plans, specification

and the Works Order Contract and seek direction and approval on what course of action is to follow;

- When the aforementioned situation arises the Principal Contractor will provide a reasonable extension of time verbally or in writing to enable completion of works under the Trade Scope of Works;
- The Trade Contractor will only carry out the Trade Scope of Works and will not carry out additional work, make any changes to the Works Order Contract or leave any of the Trade Scope of Works partially completed unless advised by way of Variation from the Principal Contractor;
- All Variations will be complied with by the Trade Contractor and will be at a rate agreed to by the Trade Contractor and the Principal Contractor with payment made in line with the processes stated in Clause 16 and the payments schedule in Appendix 7;
- Carry out exactly the Trade Scope of Works stated in the Works Order Contract to Principal Contractor's reasonable satisfaction at the times specified in Clause 8.0 of TAC;
- At all times keep Sites clean and each remove all tools, equipment, plant and materials each day unless otherwise agreed;
- The Trade Contractor is liable for all works carried out by employees and Trade Agents;
- Ensure all employees and Trade Agents are at all times: acting in compliance with the National Code of Practice for the Construction Industry; have the appropriate licenses and training for the work they are carrying out; comply with the Principal Contractor's Occupational Health and Safety Policy (refer Clause 6.0 of TAC) and all Safe Work Method Statements; and ensure nobody is exposed to any danger or threat while complying with the Works Order Contract and the Trade Contract;
- The Trade Contractor acknowledges responsibility to pay all remuneration and all payroll tax that may be due in respect of any Trade Contractor employees and/or Trade Agents carrying out work under the Works Order Contract;
- Furthermore the Trade Contractor acknowledges responsibility to obtain all relevant insurances, workers compensation declarations and payroll tax and remuneration statements from any contractors working for the Trade Contractor;
- Possess all the current relevant licenses in the Territory; and
- Comply with all Laws.

## 5.0 LICENSES, CERTIFICATES AND INSURANCES

Prior to commencing on Site the Trade Contractor must establish, maintain and upon request provide copies of the following valid and current licenses, certificates and insurance policies to the Principal Contractor and must physically carry these licenses when entering any Site, including:

- a) Relevant trade contractor's licence for the trade or trades services being provided (e.g. carpentry and electrical). If the Trade Contractor is providing more than one trade service then current licenses must be provided for every trade service being contracted to carry out. Every Trade Contractor has to be registered with the relevant authorities under the Law;
- b) All other licenses that are required when carrying out licensable tasks (such as Driver Licence Class Light Rigid);
- c) Certificates to carry out specialist tasks and operate machinery and equipment (such as, but not limited to, Certificate in Class EPT Explosive Power Tool Operation and Certificate in Class LF Forklift General Operation);
- d) Occupational Health and Safety General Induction for Construction Work card;
- e) Liability to the public in the form of a public and products liability policy in the name of the Trade Contractor and Principal Contractor for a limit of liability of at least \$10,000,000.00 any one occurrence and in the annual aggregate with respect to products liability/completed operations;
- f) Liability for workers compensation and employer's liability without any limit to the amount and covering all Trade Agents;
- g) Accident, disability and sickness insurance policy covering all Trade Contractor employees and Trade Agents;
- h) All insurance policies required by Law in respect of the building industry; and
- i) Any other insurance policies the Principal Contractor may reasonably require from time-to-time.

In recognition of the importance of complying with the conditions listed above in Clause 5 a) to Clause 5 i) the Trade Contractor and the Principal Contractor agree the following penalties will apply:

1. In the event the Principal Contractor is fined under the Law for any licensing breach by the Trade Contractor then the Trade Contractor will pay the total amount of this fine. If the Trade Contractor fails to reimburse the Principal Contractor for the fine, then the Principal Contractor may withhold payment of invoices. It is noted there can be fines of up to \$10,000 for breaches such as carrying out work when not registered;



2. In the event the Principal Contractor is fined by WorkCover for a breach by the Trade Contractor then the Trade Contractor will pay the total amount of this fine. If the Trade Contractor fails to reimburse the Principal Contractor for the fine, then the Principal Contractor may withhold payment of invoices to the Trade Contractor;
3. The Principal Contractor will withhold payments of outstanding invoices in the event a Trade Contractor has failed to provide a copy of the latest licence, certificate and insurance policy when the existing currency and validity term has ended. The Trade Contractor agrees to provide copies of the latest current and valid licenses, certificates and insurance policies are issued. The invoice payment will be withheld until such time as current and valid copies of all required licenses, certificates and insurances are provided to the Principal Contractor; and
4. The penalties above are in addition to the penalties appearing elsewhere in TAC.

## **6.0 WORKCOVER AND OCCUPATIONAL HEALTH AND SAFETY**

The Principal Contractor takes the work cover authority and occupation health and safety (OHS) issues very seriously and complies with all regulatory requirements in Law on every job site. Please refer to Appendix 1 for a copy of the Principal Contractor's OHS Policy. All Trade Contractors must refer to relevant OHS legislation covering the specific responsibilities and obligations for the individual trade services being offered in each Territory.

All Trade Contractors agree to abide by the OHS legislation, the Principal Contractor's OHS Policy above and management plans and as directed by Project Managers. Failure to comply may result in immediate expulsion from Site and/or in contract termination.

Individual site-specific Site Induction Forms (SIF) and Safe Work Method Statements (SWMS) must be completed, signed and submitted to the Principal Contractor for every new job requested by the Principal Contract.

Contractors are required to have a compliant first aid kit with them at all times.

As previously, advised Trade Contractors must have provided a copy of the Occupational Health and Safety General Induction for Construction Work card prior to entering INH sites and must carry a copy of the card while on the Site. Site specific and work activity-based health and safety inductions may be required to be undertaken at specific Sites.

Trade Contractors agree to supply the Principal Contractor details of hazardous substances which the Trade Contractor may use on Sites by entering the details in the register of hazardous substances kept for common or high risk worksites.

While general site safety and management requirements apply to all trades (such as power cables must be tagged) there are some issues which relate to particular trades. For example, a carpenter who cuts timber and then seals the cut with primer needs to comply with the requirements for painters to clean brushes in the prescribed manner and to ensure paint is not splashed on surrounding work areas/completed parts of the home (refer section 8.0).

Trade Contractors agree to risk assess all tasks prior to commencement on all sites. All identified hazards must be assessed, control measures implemented and documented on the SWMS to enable creation of a site specific SWMS.

The site specific SWMS will be updated and the Principal Contractor notified of any changes.

The Trade Contractor agrees all hazards and/or incidents occurring on Principal Contractor sites, will be documented and reported by the Trade Contractor and submitted to the Project Manager within five (5) working days.

The Trade Contractor agrees all injuries or work related illness occurring on Sites, will be documented and reported and submitted to the Project Manager within five (5) working days.

## **7.0 WORKER'S COMPENSATION**

All Trade Contractors agree to complete in full a Worker's Compensation Liability Statement (refer to Appendix 5).

Trade Contractors are required by Law to have Worker's Compensation Insurance cover for all employees. Please supply the Principal Contractor with a copy of the Workers Compensation Policy.

## **8.0 SITE PROCEDURES**

The Trade Contractor agrees the procedures hereunder will operate on all Sites in every Territory unless advised otherwise in writing.

Project Managers will keep photographic evidence of breaches (when it is possible to do so) and issue breach notices. Fines will also apply in some instances and these are listed below in the relevant section.

The Trade Contractor acknowledges Law, covenants and estate developer regulations control what hours on any given day (including weekends and public holidays such as Anzac Day) that construction works may take place.

The Trade Contractor agrees to only work on those days and for those specific times on any given day that are specified in Law and/or covenants and/or estate developer regulations.

The Trade Contractor agrees to comply with all Law and/or covenants and/or estate developer regulations at all times while on Site.

1. Parking of vehicles on completed garages, driveways, paths, and turfed and landscaped areas is not permitted. Parking of vehicles on driveways, garages, gardens, turf or areas prepared for turf/landscaping is also not permitted. Any breaches of these conditions will result in the Trade Contractor at fault being charged for the repair and/or cleaning cost and/or charged for any government Environment Protection Authority (EPA) fines which may result. These charges and fines along with an administration fee of \$100 (plus GST) will be notified in writing and deducted from the next payment due to the Trade Contractor.
2. Driving from building sites onto roadways can cause soil and rubbish to be deposited onto roadways and into storm water drains in breach of EPA regulations. In this instance, the Trade Contractor will be liable for any resultant EPA fines. These fines along with any cleaning charges and an administration fee of \$100 (plus GST) will be notified in writing and deducted from the next payment due to the Trade Contractor. Trade Contractors agree to use the gravel access provided when entering and leaving the Site.
3. It is an EPA directive all silt and soil control barriers are maintained. The Trade Contractor will be liable for repair and replacement costs along with EPA fines damaging for each case of removing soil and/or silt control barriers. These charges and fines along with an administration fee of \$100 (plus GST) will be notified in writing and deducted from the next payment due to the Trade Contractor.
4. It is critical all Sites are clean and presented in the best possible way. All rubbish is to be immediately placed in the cages/bins provided. Please note food scraps can be placed in site bins/cages so long as they are in a container with a lid (otherwise the food scraps must be removed from Site). In the event the cages/bins are full, neatly stack rubbish next to the cages/bins and please advise the Project Manager. A charge of \$100 (plus GST) will apply for Trade Contractors who fail to clean up mess they have created and for not correctly using cages.
5. Please sweep up and dispose of rubbish when each task is completed. Cleaning costs along with an administration fee of \$100 (plus GST) will be notified in writing and deducted from the next payment due to the Trade Contractor.
6. All bench and vanity tops, sinks, baths, spa and shower cubicles are to be treated with extreme care to avoid damage. The Trade Contractor will be charged for the cost of repairing all damage and/or replacement of the aforementioned items. These charges and fines along with an administration fee of \$100 (plus GST) will be notified in writing and deducted from the next payment due to the Trade Contractor.

7. After the house clean has been completed all boots are to be removed before entering the house. Never walk on aluminium or timber door sills. It is not permissible to walk on driveways or into houses with muddy boots. Cleaning costs along with an administration fee of \$100 (plus GST) will be notified in writing and deducted from the next payment due to the Trade Contractor.
8. The Trade Contractor is required to have a minimum of 3 (three) metres of hose with connections, to enable the cleaning of brushes, rollers, tools equipment well away from sinks, paths, driveways, walls, concrete or gutters. Cleaning and rectification costs along with an administration fee of \$100 (plus GST) will be notified in writing and deducted from the next payment due to the Trade Contractor.
9. Site toilets are provided for Trade Contractor use. No other receptacles (including toilets installed to the client's home, drains, trees and/or holes in the ground) are to be used for personal ablutions.
10. Dogs are not permitted on Sites and a \$100 (plus GST) fine will apply for every time a breach occurs. A written breach notice will be sent and the fine will be deducted from the next payment due to the Trade Contractor.
11. The volume and material content (e.g. music containing rude and offensive lyrics) of radios and stereos must not cause discomfort and complaint from neighbouring property owners and/or tenants. Any fines issued to the Principal Contractor by council and/or government authorities because of a breach of this condition by the Trade Contractor will result in the Trade Contractor being invoiced for the full amount of the fine. This amount will be deducted from the next payment due to the Trade Contractor.
12. Trade Contractors agree not to use rude or offensive language and/or behave in a way that breaches the Law.
13. No alcohol or illegal drugs are to be consumed/used on Sites. The police will be advised in the event of illegal drugs being used/consumed on Site. Legal drugs are permissible, so long as it is in accordance with a prescription in the name of the user and it does not impact on the Trade Contractor's ability to complete the task in a proficient and safe manner. Any failure to comply with this will result in immediate expulsion from the Site.
14. After lock up has been achieved no smoking is allowed inside any home.
15. The Trade Contractor will attend all Site meetings requested by the Project Manager, co-operate with all others on Site, including the Client and comply with all reasonable directions given by the Project Manager.

## 9.0 FAULTY WORKS AND ABANDONMENT

Upon entering the Site to commence the Works Order Contract the Trade Contractor will inspect the Existing Works and immediately notify the Principal Contractor in the event the Existing Works are not satisfactory and acceptable;

If the Trade Contractor commences to carry out the Works Order Contract, it is deemed the Existing Works were deemed satisfactory by the Trade Contractor and no Money will be paid for any additional work required as result of faulty or unsatisfactory Existing Works unless inspection and testing of the Existing Works by a competent tradesperson would not have revealed the unsatisfactory Existing Works;

In the event the Trade Contractor does not complete the Trade Scope of Works in the Works Order Contract in full or the work is not satisfactory in the reasonable opinion of the Principal Contractor, both parties to the TAC agree the following process will apply:

- The Trade Contractor will be given written notification by fax, email or registered post of the Default Event that has occurred and the Trade Contractor will have three (3) working days to enter the Site and complete and/or rectify the works;
- Should the Trade Contractor not comply with the previous condition then the Trade Contract and the Works Order Contract is terminated and the Principal Contractor may appoint another trade contractor to complete and/or rectify the work and the cost will be either deducted from monies owed or will be invoiced by the Principal Contractor to the Trade Contractor;
- In addition to the cost of completion and/or rectification of the works the Trade Contractor acknowledges the Trade Contractor will also be liable for items including, but not limited to: re-inspection fees charged by local authorities and/or private certifiers; any restocking charges applicable; and/or any and all additional costs and charges whatsoever, incurred by the Principal Contractor, as a result of the Trade Contractor's failure to complete the works and/or the need to rectify works carried out by the Trade Contractor; and
- It is noted and agreed by the parties the aforementioned procedure will apply in the event the Trade Contractor fails to return phone calls and/or emails from the Principal Contractor seeking a remedy.

The Trade Contractor will carry out rectification to all works which do not comply with the Works Order Contract during the Default Liability Period and this may require adjustment, repair, completion, removal and/or replacement;

Should the Trade Contractor not comply with the previous condition then the Principal Contractor will appoint another trade contractor to complete and/or rectify the work and the cost will be either deducted from monies owed by the Principal

Contractor to the Trade Contractor or will be invoiced by the Principal Contractor to the Trade Contractor;

In the event works under the Principal Contract are suspended or put on hold for any reason, the Principal Contractor will notify the Trade Contractor of this;

In the event works under the Principal Contract are ended or terminated for any reason, the Principal Contractor will notify the Trade Contractor of this and will make payment upon receipt of an invoice from the Trade Contractor for the works completed up to the time of the Principal Contract ending or being terminated in line with the payment procedures stated in Clause 16.0 but no payment will be made for any loss of profit;

The Principal Contractor reserves the right to take appropriate action (including back charges and termination of the TAC) in the event of any breach;

The Principal Contractor may provide written updates to the Agreement from time-to-time;

In the event of a dispute over quality of workmanship and/or goods supplied and/or completion of contracted works, the builder reserves the right to engage an appropriately qualified third party to compile a report to determine fault and/or refer the matter to the applicable state licensing authority. The cost of these services will be paid for by the culpable party. If culpability is shared then so will the costs; and

The Trade Contractor is liable for and bound to rectify any damage caused by the Trade Contractor and its employees or Trade Agents.

## **10.0 WARRANTIES, REPRESENTATIONS AND STATEMENTS**

The Trade Contractor agrees not to:

- Make any representations or statements or give any warranties about the Business unless authorized to do so in writing by the Principal Contractor; and
- Be misleading or deceptive in any way in dealings with any person in the conduct of the Business.

## **11.0 CLIENT AND JOB INFORMATION**

The Trade Contractor agrees to:

Comply with the Privacy Act 1988 (Cth), all other applicable Law and the Principal Contractor's privacy policy, when collecting, storing, disclosing or using, in any manner, any information relating to the Clients, Business, the Site and employees of the Principal Contractor; and

Obtain all necessary consents from individuals providing information to the Trade Contractor to enable the Trade Contractor to fully comply with the conditions of this clause.

## **12.0 COMMUNICATING AND INTERACTING WITH CLIENTS**

The Principal Contractor is committed to giving Clients a positive and memorable new home building experience and ensuring compliance with the Principal Contract.

- The Trade Contractor has a Trade Contract with the Principal Contractor and not with the Client. The Trade Contractor unreservedly agrees to comply to the following terms and conditions when communicating and interacting with all Clients;
- The Trade Contractor will give, and ensure that all employees and Trade Agents give prompt, courteous and efficient services to all Clients and in dealings with Clients adhere to the highest standards of honesty, integrity, fair dealing and ethical conduct;
- The Trade Contractor will not engage in work for Clients on any Site while the Trade Contractor has a Works Order Contract to carry out work on the Client's home. The Trade Contractor can engage in work for the Client once the Principal Contract between the Client and the Principal Contractor is ended (i.e. if you are providing a driveway through a Works Order Contract you are welcome to suggest/recommend your services for separate paths or landscaping after the home is finished);
- Clients have no legal authority to direct the Trade Contractor to carry out any tasks on Site. In every instance this occurs, the Trade Contractor will direct the Client to contact the Principal Contractor's designated Project Manager for the Site; and
- The Trade Contractor agrees to direct the Client to contact the Project Manager in the event the Client has any questions at all regarding the work being performed by the Trade Contractor, any other Trade Contractor and/or any aspect of their new home. This includes any situation in which the Client may ask the Trade Contractor for any opinion whatsoever on any aspect of their new home.

### 13.0 INDEMNITY

The Trade Contractor indemnifies the Principal Contractor against all damages, losses, claims and Costs including legal costs (on a solicitor and own client or full indemnity basis, whichever is greater) incurred by the Principal Contractor in connection with a demand, action, arbitration, or other proceeding (including mediation, compromise, out of court settlement or appeal), arising directly or indirectly as a result of or in connection with:

- any act of the Trade Contractor and/or Trade Agent performed while carrying out Trade Scope of Works in accordance with the terms of this Agreement;
- any Default Event;
- a breach, by the Trade Contractor and/or Trade Agent, of TAC or any Related Agreement;
- any injury to, or loss of property of, any person in or on Site;
- the Trade Contractor's and/or Trade Agent's taxes, liabilities or Costs of the Business;
- any negligent or wilful act or omission of the Trade Contractor and/or Trade Agent, its employees, agents, servants, contractors or others for whom the Trade Contractor and Trade Agent is legally responsible; and
- any warranty, promise or representation made by the Trade Contractor or any employee, Trade Agent, or other person acting on the Trade Contractor's behalf.

The Principal Contractor's rights at law and under TAC, including its right to be indemnified under this clause, are not affected by:

- the Principal Contractor ending the Trade Contract and Works Order Contract;  
or
- the Principal Contractor accepting the Trade Contractor's repudiation of TAC;  
or
- any other matter, fact or thing.



## 14.0 SPECIALIST TRADE INFORMATION

In addition to the requirements listed below contractors are required to comply with Integrity's Quality Assurance Program known as *Integrity Edge*. This document must be completed and submitted by each trade for each job before payment will be made.

### **Carpenters**

The Project Managers have the authority to approve a frame check bonus payment to framing carpenter contractors at lock up. However, in addition to the bonus the Principal Contractor will hold 10% of payments until the frame is completed, checked and certified and the certification paperwork has been received by the Principal Contractor's accounts department.

### **Concretors**

Slab inspection certificates from the engineer must be forwarded with the Trade Contractor invoice once the slab has been poured and inspected. Payment will not be made unless the slab inspection certificate (showing the concrete slab has passed inspection) is attached to the invoice.

### **Electricians**

The certificate of compliance for meter box test and tag must be received by the Principal Contractor's Accounts Department before payment is made for initial connection of power to Site. The fit off payment will not be paid until receipt of both the smoke alarm compliance certificate and electrical compliance certificate.

### **Painters, plasterers and tilers**

Brushes and tools must be cleaned well away from sinks, paths, driveways, walls, gully grates, concrete or gutters. It is necessary to have a minimum of 3 (three) metres of hose to use when cleaning brushes, rollers and tools well away from the dwelling. Rectification costs will be charged plus an administration fee of \$100 (plus GST) will be charged.

Protect baths, basins and bench tops when painting, tiling and plastering.

Under no circumstances put anything, apart from clean cover sheets, on laminated benches, sinks, basins or baths.

### **Plumbers**

Please ensure copies of the stormwater and sewer diagrams are forwarded in the following fashion as soon as this work is carried out: one copy to the Project Manager, one copy to the Principal Contractor's head office and one copy to Council. Plumbing Final Tempering Valve Certificates are required on all jobs and final payment will not be made until this Certificate is received. The Trade Contractor will send the Plumbing Final Certificate with the invoice. Tempering valve fit off certificates must be received to enable hand over to occur – therefore invoices will not be paid until this certificate is received.

**Waterproofing/tiling**

It is necessary to barricade waterproofed areas after completion. Clearly mark barricades with the date and time noted when the area can again be accessed. Nobody is to enter these areas or lay tiles before these times have elapsed. The cost to rectify damage will be charged plus a \$100 (plus GST) administration fee. No payments will be made until the waterproofing certificate has been received by the Principal Contractor's head office.

**15.0 DEFAULT**

The Principal Contractor may immediately terminate TAC if a Default Event occurs.

A Default Event occurs if:

- the Trade Contractor repudiates TAC; or
- the Trade Contractor breaches any covenant, warranty, agreement or obligation contained or implied in TAC Agreement or a Related Agreement or imposed by Law to be observed and performed by the Trade Contractor;
- the Trade Contractor no longer holds a licence that the Trade Contractor must hold to carry on business; or
- becomes a bankrupt, an insolvent under administration or an externally-administered body corporate; or
- voluntarily abandons the Site; or
- is convicted of a serious offence; or
- operates in a way that endangers public health or safety; or
- is fraudulent in connection with dealings in the operation of the Business; or
- agrees to the termination of TAC; or
- an application is made or an action is initiated with a view to cancelling its registration or appointing an inspector or other officer to investigate any of its affairs, pursuant to any Law; or
- it is unable to pay its debts from its own money as and when they fall due; or
- circumstances exist which would enable the court upon application to order its winding up pursuant to section 461 of the Corporations Act; or
- if the Trade Contractor, it is dissolved otherwise than in accordance with this Agreement or an application to a court for its dissolution is made; or

- distress is levied or an order, judgment or other process is issued against the Trade Contractor or any of their assets for an amount exceeding \$5,000 which is not satisfied within 28 days; or
- an event occurs entitling the Principal Contractor to terminate TAC under any other provision of TAC.

The Trade Contractor must immediately notify the Principal Contractor of the occurrence or likely occurrence of any Default Event.

The Trade Contractor must prevent the occurrence of a Default Event.

## 16.0 ACCOUNTS PAYABLE

The Trade Contractor acknowledges and agrees to comply with the following conditions to ensure prompt payment and confirms invoices that do not contain this information will not be paid.

- 1) Subcontractor's statement must accompany each batch of invoices otherwise no payment will be made until received.
- 2) A current Trade Contractors Licence must be included on all invoices and the licence must match the invoice name. Where this does not match, you will not be paid until we have the correct licence number. Please be aware if you are carrying out work where you do not have the appropriate licence, your payment will be delayed until you provide the appropriate licence.
- 3) For payment all invoices must include:
  - The wording "TAX INVOICE"
  - Your Australian Business Number (ABN)
  - Trade Licence Number
  - Your name and address
  - Date of invoice
  - Trade Contractor Works Order Contract reference (e.g. 180001/170)
  - Job Site address
  - Project Manager's name
  - Invoice amount
  - GST Amount
  - Total amount

All invoices must match the order with one invoice per order. Any "extra" work must be submitted on a separate invoice with a matching manual purchase order number.

### **Certificates**

All Certificates must be attached to invoices. **No certificate no payment.**

All invoices must be received in the office by the dates stated in Appendix 7 to ensure payment in the timeframe also stated in Appendix 7.

All late invoices will be paid at the next payment period.  
All payments are on account and will be delayed in the event any Trade Contractor fails to complete and return paperwork sent out by the Principal Contractor.

Payments are made by Electronic Funds Transfer (EFT). Please complete Appendix 6 and provide your correct bank account details. Please ensure the BSB and Account numbers are correct. If payments are made to the wrong account (based on Trade Contractor supplied information), the Principal Contractor can't reclaim the monies. The Principal Contractor will be deemed to have made payment and it will be the Trade Contractor's responsibility to reclaim the funds (if possible).

**Accounts Email Address:** \_\_\_\_\_

**Accounts Direct Fax:** \_\_\_\_\_

**Accounts Direct Phone:** \_\_\_\_\_

**Postal Address:** \_\_\_\_\_

## APPENDIX 1

### HS POLICY

At the Integrity New Homes, our Health and Safety Policy is based on a belief that the well-being of all people employed, contracted or affected by our work, is a major priority and must be considered at all times.

Consequently, our policy provides compliance with all relevant statutory and legal requirements along with ongoing reviews, measurements and improvements to health and safety performance while endeavoring to eliminate work related injury and illness. People are our most important asset and their health and safety is our greatest responsibility. The public, clients, suppliers and trade contractors shall be given equal priority to that of our employees.

<b>OBJECTIVES*</b>	<b>TARGETS</b>	<b>WHO</b>	<b>WHEN</b>
Achieve an accident free workplace.	100% compliance.	Employees, contractors, suppliers, project managers, managers and directors.	Measured daily and reviewed at the quarterly management meetings.
Conduct a quarterly HS Meeting	100% compliance.	Director, regional project managers, state managers and staff and contractor volunteer members.	Quarterly
Identify and control potential hazard identification and risk analysis. The forms for which are to be reviewed and appropriate action taken where necessary.	80% compliance.	Employees, contractors, suppliers, project managers, managers and directors.	Conducted daily at site inductions and at quarterly seminars and reviewed at quarterly management meetings.
Project Managers will review and HS plans every month	80% compliance.	Project Managers.	Monthly.

\*These objectives apply to the company as a whole and to each construction Site.

## **SPECIFIC RESPONSIBILITIES**

### **a) DIRECTORS**

Each Director is required to ensure that this policy and the OHS programs are developed and effectively implement in their areas of control, and to support Project Managers and Managers and hold them accountable for specific responsibilities.

### **b) PROJECT MANAGERS AND MANAGERS**

Each Project Manager and Manager is responsible for taking all practical measures to ensure:

- That in the area of their control the OHS programs are complied with and employees are supervised and trained to meet their requirements under this program
- That employees are consulted in issues which affect their health, safety and welfare and any concerns they may have are referred to Directors.

### **c) EMPLOYEES**

All employees are required to co-operate with the OHS Policy and programs to ensure their own health and safety and the health and safety of others in the workplace.

### **d) CONTRACTORS AND SUPPLIERS**

All Trade Contractors engaged to perform work for Integrity New Homes are required, as part of their contract, to comply with the occupational health and safety policy, programs and procedures of Integrity New Homes and to observe directions on health and safety from designated officers of Integrity New Homes. Failure to comply or observe a direction will be considered a breach of the contract and sufficient grounds for termination of the contract.

### **The success and measurement of our health and safety management plan is dependent on:**

1. Pro-active planning of all work activities with due consideration given to implementing occupational health and safety controls that are suitable to each given situation.
2. Understanding the total work process and associated OHS risks.
3. Ensuring the work team is totally committed to achieving our objectives.
4. Ensuring that open and honest communication exists between management, trade contractors, suppliers and all employees and by providing six monthly updates on the status of OHS.
5. Maintaining the company's record of no accidents and no worker's compensation claims.
6. Having the OHS Management Team conduct quarterly reviews of OHSM using the relevant paperwork and then improving processes and communicating the changes with stakeholders. Particular attention is paid to evaluating legislative compliance.

**APPENDIX 2**

**OHS SAFE WORK METHOD STATEMENT CHECKLIST FORM**

W: OHS SWMS Checklist

This form is to be used by Project Managers to ensure Safe Work Method Statements prepared by trade contractors are compliant with AS4801. Completed forms are to be sent to head office and action taken where necessary. It is designed as a “tick box” form but space does allow for written comments. INH as the Principal Contractor is responsible for monitoring SWMS to ensure all parties whom the SWMS applies to are in compliance.

A generic SWMS for a high risk construction activity can be used on sites where the activity is performed in the same way in the same or similar situations. This does not apply to a prescribed activity.

Site Address: \_\_\_\_\_ Contractor: \_\_\_\_\_ Project Manager: \_\_\_\_\_ Inspection Date: \_\_\_\_\_

ITEM	STATUS		RECTIFY NOTES	COMPLETED	
	STATUS	STATUS		TARGET DATE FOR RECTIFICATION	DATE COMPLETED
	OK	NOT OK			
Is ABN stated?					
Is business/sole trader name stated?					
Is form signed and dated?					
Is the high risk construction activity stated?					
Is the prescribed occupation stated (if tasks performed by a prescribed occupation)?					
Is the SWMS kept with the construction safety plan?					
Are specific control measures stated which comply with OHS obligations for the task/s to be performed?					
Are there statements of how the task will be completed including specific control measures to be used?					
Is there a statement of how control measure effectiveness will be monitored and reviewed?					

## OHS SAFE WORK METHOD STATEMENTS FORM

INH, as Principal Contractor for construction work, must ensure that each subcontractor, before commencing work provides INH with a written safe work method statement (SWMS) for the work to be carried out by the subcontractor.

**Site Address:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Project Manager:** \_\_\_\_\_ **Ph:** \_\_\_\_\_ **Job No:** \_\_\_\_\_

Name of Subcontractor	Common SWMS Provided Yes/No	Date of Common SWMS	Site Specific SWMS Provided Yes/No	Date of Site Specific SWMS



### APPENDIX 3

## HAZARD/INCIDENT REPORT

In the event of the identification of any hazards or incidents please complete the following and submit to management.

Project: _____ Date _____
Submitted by: _____
Signature: _____
Submitted to: _____
<b>Root Cause:</b> <input type="checkbox"/> <b>New Hazard</b> <input type="checkbox"/> <b>Behavioural Deficiency</b> <input type="checkbox"/> <b>Training Deficiency</b>
What went wrong? : <div style="border: 1px solid black; height: 100px; width: 100%; margin-top: 5px;"></div>
<b>To be completed by Manager</b>
Action required: <div style="border: 1px solid black; height: 50px; width: 100%; margin-top: 5px;"></div>
By whom: _____
<b>When:</b> <input type="checkbox"/> <b>Immediately</b> <input type="checkbox"/> <b>Within 24 hours</b> <input type="checkbox"/> <b>Within 7 days</b>
Corrective action completed by: _____
Time: _____ am/pm   Date: _____
Signature: _____
Confirmed by: _____   Signature: _____

## APPENDIX 4

### OHS INCIDENT AND/OR INJURY/ILLNESS REPORT FORM

In the event of any work related injury or illness associated with the INH sites, the subcontractor is required to notify of such by the completion of the Injury/Illness Report. This form is then to be submitted to the Project Manager as soon as practicable.

<b>SIGNIFICANT INCIDENT AND/OR INJURY/ILLNESS REPORT</b>	
<b>Details of injured/ill person:</b>	
<b>Name</b>	
Surname: _____ Given Name/s: _____	
<b>Address</b>	
No: _____ Street: _____	
Suburb: _____ Postcard: _____ Contact Phone No: _____	
<b>Employer</b>	
Business Name: _____	
<b>Address</b>	
No: _____ Street: _____	
Suburb: _____ Postcard: _____ Contact Phone No: _____	
<b>Accident/Incident Details:</b>	
<b>Description of Events</b>	
Date of injury/illness: _____ Time of injury/illness: _____	
Task / operation undertaken at the time of injury/illness:	
<div style="border: 1px solid black; height: 60px;"></div>	
Physical location (area) where injury/illness occurred:	
<div style="border: 1px solid black; height: 50px;"></div>	
Type of injury: e.g. bruise, cut, fracture	
<div style="border: 1px solid black; height: 40px;"></div>	

Part of body injured:	
<input type="text"/>	
Cause of injury/illness: (What happened?)	
<input type="text"/>	
Treatment given/action taken:	
<input type="text"/>	
<b>Person completing this form (Project Manager, Construction Manager or Regional Manager):</b>	
Surname: _____ Given Name/s: _____	
Signature: _____ Date: _____ Time: _____ am/pm	
Did the person injured or sick cease work?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Has a referral for further treatment been issued?	<input type="checkbox"/> Yes <input type="checkbox"/> No

**APPENDIX 5**

(Complete the section relevant to your business)

**WORKERS COMPENSATION LIABILITY STATEMENT FOR COMPANY,  
SOLE TRADER OR PARTNERSHIP WITH WORKERS AND/OR  
CONTRACTORS**

\_\_\_\_\_(Trade Contractor)  
acknowledges work is being conducted for INH (Principal Contractor) and  
agrees to:

- (i) comply with any existing and future Workers Compensation Legislation on all Principal Contractor job sites;
- (ii) ensure all employees and/or contractors working for the Trade Contractor will comply with all existing and future Workers Compensation Legislation;
- (iii) fully indemnify the Principal Contractor in respect of any claims, payments and/or financial loss claimed against or incurred by the Principal Contractor as a result of all breaches by Trade Contractor employees and/or contractors working for the Trade Contractor on all Principal Contractor Sites; and
- (iv) provide the information required below.

Workers Compensation Insurance Policy Number: \_\_\_\_\_

Period of Currency: \_\_\_\_\_

Name of Insurance Company: \_\_\_\_\_

Personal Sickness and Accident Insurance Policy Number: \_\_\_\_\_

Period of Currency: \_\_\_\_\_

Name of Insurance Company: \_\_\_\_\_

I, the undersigned, hereby agree to the terms and conditions above and confirm the accuracy of the information provided.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

**WORKERS COMPENSATION LIABILITY STATEMENT FOR SOLE  
TRADER OR PARTNERSHIP WITHOUT WORKERS AND/OR  
CONTRACTORS**

I, the undersigned, hereby acknowledge I am a sole trader or partnership without workers or contractors and therefore not required to hold workers compensation insurance.

Signed: \_\_\_\_\_

Name: \_\_\_\_\_ Date: \_\_\_\_\_

### APPENDIX 6

#### GENERAL AND BANKING INFORMATION FORM

**Name:** \_\_\_\_\_  
(Surname) (First Names)

**Business Structure:**      
**Sole Trader Partnership Company Trust**

**Trade Service Provided:** \_\_\_\_\_

**Full Trading Name:** \_\_\_\_\_

**Licence #:** **Company/ Partnership Number:** \_\_\_\_\_

**Trust – Trustee Licence Number:** \_\_\_\_\_

**Nominated Qualified Supervisor Licence No:** \_\_\_\_\_ OR

**Sole Trader Licence Number:** \_\_\_\_\_

**Address (Business):** \_\_\_\_\_

\_\_\_\_\_ **State & P/code:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Mobile:** \_\_\_\_\_ **ABN #:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Address (Private):** \_\_\_\_\_

\_\_\_\_\_ **State & P/code:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Fax:** \_\_\_\_\_

**Mobile:** \_\_\_\_\_

**Email:** \_\_\_\_\_

**Insurance Details:** **Public Liability insurance:**  Yes  No

**Policy Number:** \_\_\_\_\_

**Currency Period:** \_\_\_\_\_

**Insurance Company Name:** \_\_\_\_\_

**Other information:**

**Do you supply your own tools and materials?**       Yes       No  
*If yes, please provide a brief description of tools and materials provided:*  
 \_\_\_\_\_  
 \_\_\_\_\_

**Is the supply of labour involved with the operation of machinery or the delivery of goods? e.g. excavator, bobcat, skip bins etc.**       Yes       No

**Do you advertise your services?**       Yes       No  
*If yes, please provide a brief description of where you advertise:*  
 \_\_\_\_\_  
 \_\_\_\_\_

**Will you sub-contract any of your services that you provide to Integrity New Homes?**       Yes       No  
*If yes, do you ensure workers compensation policies are in force where required from these subcontractors?*       Yes       No

**Do you employ people other than Directors of the company or partners of the partnership?**       Yes       No

**How many people are employed?** \_\_\_\_\_

**Is your business registered for Payroll Tax?**       Yes       No

**Are you a genuine independent contractor who works for a number of other contractors/principals or the public generally?**       Yes       No

*If so, please include the following for 3 businesses for the past 12 months –*

E.g.	ABC Construction	ABN: 11 111 111 111	P: 08 254 621 354	over 50 days
1				
2				
3				

**BANKING DETAILS:**    **Account Name:** \_\_\_\_\_  
                                  **Branch Name:**        \_\_\_\_\_  
                                  **BSB Number:**        \_\_\_\_\_  
                                  **Account Number:**    \_\_\_\_\_

***PLEASE ENSURE THE CURRENT BSB AND ACCOUNT NUMBERS ARE PROVIDED!***

**Full Name:** \_\_\_\_\_  
**Position/Title:** \_\_\_\_\_    **Phone:** \_\_\_\_\_  
**Signature:** \_\_\_\_\_        **Date:** \_\_\_\_\_

This information will assist Integrity New Homes in making a self-determination in regard to our workers compensation and payroll tax obligations.

**APPENDIX 7**

**SUBCONTRACTOR PAYMENT DATES 2019**  
**INTEGRITY NEW HOMES**

<b>Invoices to be Received by COB Friday:</b>	<b>To be Paid Friday:</b>
4/01/2019	11/01/2019
18/01/2019	25/01/2019
1/02/2019	8/02/2019
15/02/2019	22/02/2019
1/03/2019	8/03/2019
15/03/2019	22/03/2019
29/03/2019	5/04/2019
12/04/2019	19/04/2019
26/04/2019	3/05/2019
10/05/2019	17/05/2019
24/05/2019	31/05/2019
5/06/2019	14/06/2019
21/06/2019	28/06/2019
5/07/2019	12/07/2019
19/07/2019	26/07/2019
2/08/2019	9/08/2019
16/08/2019	23/08/2019
30/08/2019	6/09/2019
13/09/2019	20/09/2019
27/09/2019	4/10/2019
11/10/2019	18/10/2019
25/10/2019	1/11/2019
8/11/2019	15/11/2019
22/11/2019	29/11/2019
6/12/2019	13/12/2019
20/12/2019	27/12/2019



## SIGNED IN AGREEMENT

I, \_\_\_\_\_ of \_\_\_\_\_

Agree to comply with all of the terms and conditions and appendices set out in this Trades Agreement Contractors (TAC).

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

**SIGNING THIS AGREEMENT WILL LOCK ALL FILLABLE FORMS.  
DO NOT SIGN THIS SECTION UNTIL YOU HAVE FINISHED COMPLETING THE  
DOCUMENT (INCLUDING THE RELEVANT CHECKLISTS).**

**Note:** Submitting this Agreement via email acknowledges your understanding and compliance to the terms and conditions set out in the Trades Agreement Contractors (TAC).  
All Checklist items (page 3) must be provided prior to submission of first invoice.