

1. Definitions

In this Agreement, except where context otherwise requires:

1.1 Agreement means this contract comprised of the following (in decreasing order of precedence):
(a) the details entered by the Subcontractor in the Subcontractor Registration Form' document signed by the Subcontractor;

(b) any special conditions signed by both parties before the Subcontractor entered this Agreement;
and

(c) these Terms and Conditions.

1.2 Base Works means work completed on the Site by third parties prior to the Subcontractor commencing the performance of the Services.

1.3 Building product means any material or other thing that is, or could be, incorporated into or connected to any part of the Works.

1.4 Claim includes any claim against any member of the Stoddart Group, including for an increase to the Rate or the Fee or for payment of money (including damages) or for an extension of time, including without limitation:

(a) under, arising out of or in connection with the Agreement, including any direction;

(b) arising out of or in connection with the Works or the Services;

(c) in quantum meruit;

(d) in quasi-contract;

(e) for unjust enrichment; and

(f) otherwise at law or in equity, including pursuant to a Legislative Requirement, statute, in tort (including for negligence or negligent misrepresentation) or for restitution or unjust enrichment;

1.5 Client means the party which Stoddart has contracted with for the performance of the Services, supply of Goods or completion of the Works.

1.6 Code and Guidelines means the Building Code 2016 and the Supporting Guidelines, copies of which are available at www.abcc.gov.au

1.7 Commencement Date means the date this Agreement is executed.

1.8 Completion means when the Services are complete as certified by Stoddart.

1.9 Date for Commencement means the date the Services the subject of a Work Order are to commence as detailed in each Work Order or, if no such date is stated on the Work Order, means the date after the Work Order is issued.

1.10 Date for Completion means the date by which the Services the subject of a Work Order are to have achieved Completion, as stated in each Work Order or, if no date is stated in the Work Order, means the date after the Work Order is issued. This date may be extended by Stoddart.

1.11 Defect includes a non-conformance or omission.

1.12 Direction includes agreement, approval, assessment, authorisation, certificate, decision, demand, determination, explanation, instruction, notice, order, permission, rejection, request or requirement.

1.13 Expiry Date means the date provided at clause 28.1 (a).

1.14 Fee means the amount payable by Stoddart to the Subcontractor for completing Services in accordance with this Agreement, as calculated pursuant to this Agreement.

1.15 Goods means the items supplied by Stoddart (either to the Site or to the Subcontractor) to be used in the performance of the Services and completion of the Works.

1.16 GST Law has the meaning given to that term in A New Tax System (Goods and Services Tax) Act 1999 (Cth), or if that Act does not exist, any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act.

1.17 Legislative Requirement includes:

(a) Acts, Ordinances, regulations, by-laws, orders, awards and proclamations of the jurisdiction where the Services or the particular part thereof is being carried out;

(b) certificates, licences, consents, permits, approvals and requirements of organisations having jurisdiction in connection with the carrying out of the Services;

(c) the Codes and Guidelines;

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

1.18 Non-Conforming Building Products means a building product that:

(a) is not, or will not be, safe;

(b) does not, or will not, comply with relevant Legislative Requirements; or

(c) does not perform, or is not capable of performing, for the use of the standard represented.

1.19 Related Entity has the meaning set out in section 50AA of the Corporations Act 2001 (Cth).

- 1.20 Schedule means the schedule of this Agreement.
- 1.21 Services means the acts performed by the Subcontractor as required to complete the Work required by a Work Order.
- 1.22 Site means the location or locations where the Services are to be performed as set out in a Work Order.
- 1.23 SOP Act means the legislation Building Industry Fairness (Security of Payment) Act 2017 (Qld), Building and Construction Industry Security of Payment Act 1999 (NSW), Building and Construction Industry Security of Payment Act 2002 (Vic), Building and Construction Industry (Security of Payment) Act 2009 (ACT), Building and Construction Industry Security of Payment Act 2009 (SA), Construction Contracts Act 2004 (WA) or similar legislation or legislation which supersedes these Acts in the jurisdiction where the Work was performed which provides for security of payment.
- 1.24 Standards means the National Construction Code (including the Building Code of Australia) and relevant professional or industry standard, including any standard published by Australian Standards.
- 1.25 Stoddart means the entity within the Stoddart Group which issues a Work Order to the Subcontractor, which shall be identified on each Work Order.
- 1.26 Stoddart Group means the following entities and their Related Entities Stoddart Group Pty Ltd, Stoddart (SE Queensland) Pty Ltd, Stoddart (NSW) Pty Ltd, Stoddart (Victoria) Pty Ltd, Scope Safety Systems (Victoria) Pty Ltd, Stoddart Cladding Systems Pty Ltd, Steel House Frames Australia Pty Ltd and Stoddart Energy Systems Pty Ltd and Stoddart Linings Pty Ltd.
- 1.27 Subcontractor means the entity identified in the Subcontractor Registration Form.
- 1.28 Subcontractor Registration Form means the online registration process and form by which the Subcontractor entered this Agreement via the Stoddart Group's online portal as may be updated or corrected by Stoddart under clause 30.
- 1.29 Variation means a Direction by Stoddart to the Subcontractor to:
- (a) increase, decrease or omit any part of the Services;
 - (b) change the character or quality of the Services;
 - (c) carry out additional Services;
 - (d) change the levels, lines, positions or dimensions; or
 - (e) demolish or remove Work no longer required by Stoddart.
- 1.30 Work means the Services and the things required to complete a Work Order.
- 1.31 Work Order means an instruction by Stoddart for the Subcontractor to complete Services as set out in the Work Order which shall be completed pursuant to the terms of this Agreement.
- 1.32 Works means the final product produced by the Services.

2. Nature of Contract

2.1 In consideration for entering this Agreement:

- (a) the Subcontractor agrees to complete Services as set out in Work Orders (if any) issued by Stoddart from the Commencement Date to the Expiry Date;
- (b) Stoddart will pay the Subcontractor the sum of \$1.00 upon demand by the Subcontractor; and
- (c) Stoddart may issue Work Orders to the Subcontractor and will pay the Subcontractor for Services properly performed pursuant to the terms of this Agreement.

2.2 The parties acknowledge that Stoddart may issue a Work Order in its sole and absolute discretion. The Subcontractor acknowledges and agrees that the Stoddart Group has not made any representation and the Subcontractor has not relied on any representation made by the Stoddart Group as to the availability of work or the number of Work Orders that may be issued by Stoddart.

2.3 The Subcontractor warrants to each entity within the Stoddart Group that:

- (a) it and its officers, employees, agents and contractors (including consultants) hold and will maintain all required licences, authorisations and permits to complete the Services;
- (b) the Services will be performed in accordance with all Legislative Requirements and all relevant Standards;
- (c) the Services will be carried out in a proper and tradesmanlike manner;
- (d) it is and will remain qualified, skilled and appropriately resourced (including financially) to complete the Services;
- (e) the completed Works will be fit for purpose;
- (f) the Services will be completed in accordance with the specifications, plans and project specific instructions stated in the Work Order;
- (g) materials supplied by the Subcontractor will be suitable, new and free of Defects; and

(h) it will complete each Work Order between the Date for Commencement and the Date for Completion.

2.4 The Subcontractor must:

- (a) complete the Work Orders diligently with due expedition and without delay;
- (b) complete the Work Orders between the Date for Commencement and Date for Completion;
- (c) comply with all Legislative Requirements; and
- (d) supply all tools, plant, equipment and incidental items (including construction consumables such as rivets, adhesives and silicone), at its cost, required to complete the Services.

2.5 If there is any ambiguity or discrepancy in this Agreement or a Work Order the Subcontractor shall immediately notify Stoddart. Stoddart will then advise the Subcontractor how to proceed, with the following rules of construction to apply:

- (a) figured shall prevail over scaled dimensions; and
- (b) the Subcontractor must comply with the higher or more onerous requirement.

2.6 Each Work Order forms a separate agreement between the Stoddart entity identified in the Work Order and the Subcontractor. The terms of this Agreement will apply to any Work Order issued after the Expiry Date unless this Agreement has been replaced by a new agreement between Stoddart and the Subcontractor. The Subcontractor will be under no obligation to accept a Work Order after the Expiry Date.

3. Work Orders

3.1 Stoddart may issue Work Orders to the Subcontractor.

3.2 The Subcontractor may reject a Work Order by notifying Stoddart before commencing the Services the subject of a Work Order.

3.3 Unless the Subcontractor rejects a Work Order in accordance with clause 3.2, the Subcontractor shall diligently complete each Work Order in accordance with this Agreement.

3.4 Stoddart may revoke a Work Order from the Subcontractor at any time, without default of either party, by notifying the Subcontractor of the revocation prior to the commencement of the Services. The Subcontractor shall have no Claim against Stoddart in respect of the revocation. Stoddart may have another party complete a revoked Work Order.

3.5 Upon completion of the Services the subject of a Work Order:

- (a) the Subcontractor must immediately provide Stoddart with any form or document Stoddart requires, including but not limited to:
 - (i) any document the Work Order requires to be provided by the Subcontractor;
 - (ii) evidence of any Job Safety Analysis (including as required by clause 8.1(d)), Safe Work

Method Statement, safety induction or toolbox talk;

- (b) the Subcontractor must provide Stoddart with any form or document required by any Legislative Requirement required for the lawful use and occupation of the Works; and
- (c) Stoddart may inspect the Works.

4. Variations

4.1 The Subcontractor shall only vary the Work or the Services as directed by Stoddart in writing.

4.2 The Subcontractor must notify Stoddart in writing immediately upon becoming aware of any Variation being required to complete the Services.

4.3 Stoddart may, by issuing a written variation direction, direct the Subcontractor to complete a Variation (which may include to omit Services). Omitted Services may be performed by Stoddart or another entity appointed by Stoddart.

4.4 The price of a Variation is:

- (a) that calculated by applying the Rates; or
- (b) if no Rate applies, the reasonable amount agreed by the parties prior to the Services commencing.

5. Risk and base works

5.1 Upon arriving at the Site the Subcontractor is to examine the Base Work and determine whether it is suitable for the Work and the Services. If the Base Work is not suitable, the Subcontractor must notify Stoddart before performing the Services and must not proceed to perform the Services until instructed by Stoddart.

5.2 Upon commencing the Services at the Site the Subcontractor is:

- (a) deemed to have examined and accepted the Base Work as being satisfactory for the Services and the Work; and

(b) not entitled to any Claim arising out of or in connection with the Base Works, including if additional Services are required to overcome problems in the Base Works, except to the extent a defect or non-conformance in the Base Work could not have been identified by an experienced and competent Subcontractor at the time of performing the inspection required by clause 5.1.

5.3 The Subcontractor shall be responsible for the care of the Goods and the Works from the Date for Commencement until 5.00 pm on the day Completion is achieved.

5.4 If loss or damage occurs for which the Subcontractor is responsible pursuant to clause 5.3, the Subcontractor must (at its cost) reinstate any damage to the Works and the Goods.

5.5 The Subcontractor must:

- (a) take measures necessary to protect people and property;
- (b) avoid unnecessary interference with the passage of people and vehicles;
- (c) prevent nuisance and unreasonable noise and disturbance; and
- (d) complete the Services during the working hours notified by Stoddart.

5.6 If the Subcontractor damages property, it must promptly rectify the damage and pay any compensation which the law requires the Subcontractor to pay.

5.7 The Subcontractor is responsible for keeping the Subcontractor's areas of the Site clean at all times, including removing tools, plant and equipment. If required, the Subcontractor must remove from the Site all debris and refuse arising out of the Services.

5.8 If the Subcontractor fails to comply with an obligation under this clause 5, Stoddart may (in addition to its other rights and remedies) have the obligation performed by others with the cost thereof being a debt due and payable by the Subcontractor to Stoddart.

6. Indemnity

6.1 The Subcontractor shall indemnify each member of the Stoddart Group and the officers, employees and agents of the Stoddart Group, jointly and severally, against any Claim (including legal costs on a solicitor and client basis) for any:

- (a) loss, damage or Claim incurred by the Stoddart Group (including indirect and consequential losses) arising out of any breach of the Agreement or a Work Order by the Subcontractor (including any failure to achieve Completion by the Date for Completion);
- (b) any Claim for death, injury or property damage caused by or in connection with or arising out of the performance of the Agreement, the Services, the Work Order or the Works;
- (c) without limiting subclauses (a) or (b), loss of or damage to Stoddart's property (including the Goods) arising out of or in connection with the performance of the Services, this Agreement or a Work Order; and
- (d) without limiting subclauses (a) and (b), Claims for death or personal injury to the Subcontractor or its officers, employees, agents, contractors, howsoever arising, including if the Stoddart Group contributes to such Claim, death, injury, loss or damage,

however, such indemnity is reduced proportionally to the extent the Stoddart Group caused or contributed to the Claim.

7. Legislative Requirements

7.1 The Subcontractor shall satisfy all Legislative Requirements, including in respect of or in connection to:

- (a) the performance of the Services;
- (b) the employment of its employees, including payment of taxation, worker's compensation, superannuation and rates of pay;
- (c) the engagement of labour (including the payment of fees and costs) and the Labour Hire Licensing Act 2017 (Qld) to the extent that it applies; and
- (d) the persons performing the Work and the Services having a lawful right to work in Australia.

7.2 The Subcontractor must, within 48 hours of a request from Stoddart, provide Stoddart with all evidence required by Stoddart to confirm the Subcontractor's compliance with this clause 7.

8. Safety

8.1 Without limiting any obligation under this Agreement, the Subcontractor must:

- (a) ensure that it and its officers, employees, agents and contractors (including consultants):
 - (i) comply with all Legislative Requirements relating to safety;
 - (ii) are properly trained, qualified, licenced, and suitable for performing the Services;
 - (iii) hold and maintain all licences approvals, permits and authorisations required to carry out the Services and the Works, including holding all required working at heights training and authorisations;
- and

- (iv) are fit to perform the Services and the Works.
- (b) develop and implement a comprehensive site-specific occupational health and safety and rehabilitation management plan, and systems to ensure compliance with all Legislative Requirements relating to safety. Such plan may be developed from a draft plan issued by Stoddart or a recognised industry body;
- (c) examine the Site upon arriving at the Site and before commencing the Services, identify any hazards or safety issues, and implement measures to remove risks to safety;
- (d) conduct a pre-start risk assessment (otherwise known as a Job Safety Analysis);
- (e) ensure that its employees, agents and contractors have been inducted by Stoddart (and if required, inducted to the Site) before commencing the Services;
- (f) comply with any direction (including in the form of a policy or rules) by Stoddart or the Client in respect of safety issues in accordance with a Legislative Requirement;
- (g) immediately notify the Client and Stoddart if there is any incident or near misses;
- (h) provide Stoddart with a copy of any document received by the Subcontractor or issued by the Subcontractor to an authority under a Legislative Requirement in relation to this Agreement or the Works, within 48 hours of that document being received or issued;
- (i) provide Stoddart with evidence (within 48 hours of a request by a member of the Stoddart Group) of the licences, permits, authorisations, approvals and training certification of the Subcontractor and the Subcontractor's employees, offices, agents and contractors.

8.2 The Subcontractor must, whenever carrying out the Services, ensure that no person (whether employed or not) is exposed to risks to their health and safety.

8.3 Stoddart may direct the Subcontractor to remove any person (including a contractor) from all or any of the Sites at any time if Stoddart becomes aware that person is or has engaged in dangerous or otherwise unacceptable conduct. The Subcontractor must immediately comply with such direction.

8.4 The Subcontractor is responsible for its own training, tools and personal protective equipment (PPE) required to complete the Services and to comply with this Agreement.

8.5 The Subcontractor must adequately guard, protect, approve and service on a regular basis (to the manufacturer's specifications) all materials, plant and tools brought onto the Site by the Subcontractor.

8.6 The Subcontractor is be responsible for, and must indemnify and keep the Stoddart Group indemnified in respect of, all Claims, demands, liability, loss, damage, expense and costs (including legal and other associated costs) of any nature whatsoever which are caused directly, indirectly, partly or wholly by the failure of the Subcontractor (or its servants, agents, contractors or employees) whether by act, omission or error to:

- (a) comply with any applicable occupational health and safety legislation or environmental protection legislation; or
- (b) comply with this Agreement or a Work Order,

however, such indemnity is reduced proportionally to the extent the Stoddart Group caused or contributed to the Claim.

9. Calculation of the Fee

9.1 The Fee payable for completing each Work Order will be stated in the Work Order. The Subcontractor must notify Stoddart of any error in the price identified in the Work Order prior to commencing the Services the subject of the Work Order. If the Subcontractor does not notify Stoddart of any error in the price before commencing the Service, the amount stated in the Work Order is deemed to apply.

9.2 The Fee for each Work Order will be stated on the Work Order and shall be calculated by Stoddart applying:

- (a) rates agreed between Stoddart and the Subcontractor applying at the date of the Work Order (if any); or
- (b) to the extent subclause (a) does not apply or the Subcontractor and Stoddart have not agreed rates at the date the Work Order is issued, reasonable rates and prices determined by Stoddart.

9.3 Notwithstanding clauses 9.1 and 9.2, before commencing any of the Services, the Subcontractor may seek to negotiate the fixed sum of the Work Order with Stoddart. Any agreement to revise the amount of a Work Order will be stated on a revised Work Order.

9.4 Upon the Subcontractor commencing the performance of the Services the subject of a Work Order, the Subcontractor will be deemed to have accepted the Fee for the performance of the Work Order as stated in the Work Order (or revised Work Order issued pursuant to clause 9.3).

9.5 The Fee stated in each Work Order includes all travel to and from the Site.

10. Payment

10.1 The Subcontractor shall issue a tax invoice to Stoddart weekly, on the day nominated by the Stoddart branch the Subcontractor reports to, which must:

- (a) detail the Work Orders (including the reference number of the Work Orders) completed in the past 7 days for that entity within the Stoddart Group;
- (b) detail the amount claimed by the Subcontractor, providing calculations of that amount; and
- (c) if required by Stoddart, provide evidence of the Subcontractor's payment of its employees and contractors.

10.2 The Subcontractor is not entitled to claim payment for any work which contains Defects.

10.3 Within 7 days of receiving a tax invoice pursuant to clause 10.1 above, Stoddart shall pay the Subcontractor the amount of the tax invoice for Work Orders Stoddart is satisfied have been completed, less the value of any setoffs or deductions Stoddart is entitled to. At the time of payment Stoddart will issue the Subcontractor with a remittance advice (which may be in the form of a Recipient Created Tax Invoice) which identifies the amount payable and provides reasons for any setoffs or deductions to the amount claimed by the tax invoice.

10.4 Interest at the rate of 3% p.a. shall accrue on any outstanding amount.

10.5 Payment is on account only and is not evidence that the Services have been carried out satisfactorily.

10.6 Notwithstanding clause 10.3:

- (a) Stoddart has the period provided by the SOP Act to issue a payment schedule after receiving a tax invoice which is a payment claim pursuant to the SOP Act;
- (b) a remittance advice (if any) provided by Stoddart to the Subcontractor is a payment schedule for the purpose of the SOP Act; and
- (c) Stoddart may issue a payment schedule after the payment is made.

10.7 For the avoidance of doubt, the Subcontractor must issue a tax invoice only to the Stoddart entity which issued a Work Order. The Stoddart Group (as a whole) is not liable to make payment to the Subcontractor and are not liable for amounts payable by a member of the Stoddart Group.

11. GST and Recipient Created Tax Invoices

11.1 Unless stated otherwise, all amounts stated in this Agreement exclude GST.

11.2 Where under the Agreement a party is obliged to pay the other party an amount which excludes GST, the party will pay the total of the amount and any GST incurred by the other party in respect of the taxable supply in respect of which GST is payable.

11.3 The Subcontractor warrants that it is registered for GST and will remain registered for GST.

11.4 The Subcontractor and Stoddart agree that:

- (a) Stoddart can issue tax invoices in respect of these supplies made pursuant to this Agreement (Recipient Created Tax Invoice or RCTI);
- (b) if Stoddart issues an RCTI, the Subcontractor will not issue tax invoices in respect of the items the subject of an RCTI; and
- (c) the Subcontractor will notify Stoddart if it ceases to be registered for GST.

11.5 Stoddart will issue the original or a copy of the RCTI to the Supplier within 28 days of making, or determining, the value of the taxable supply.

12. Setoff

12.1 Stoddart may setoff from any invoice or any amount otherwise payable by Stoddart to the Subcontractor:

- (a) any amount due or payable by the Subcontractor to Stoddart or any entity within the Stoddart Group; or
- (b) any Claim for payment Stoddart or an entity within the Stoddart Group may have against the Subcontractor whether for damages or otherwise and whether a debt due or an estimate of an amount which may become payable.

13. Time

13.1 The Subcontractor shall bring the Services to Completion by the Date for Completion.

13.2 If the Subcontractor becomes aware of anything which may cause delay to the Services it must promptly give Stoddart notice of that cause and the estimated delay.

13.3 Stoddart may direct the Subcontractor to suspend the performance of all or any part of the Services at any time.

14. Insurance

14.1 Before commencing the Services (and before making any claim for payment) the Subcontractor shall take out and maintain until the Expiry Date the following policies of insurance:

- (a) public liability insurance of not less than \$20 million which lists the Stoddart Group as additional insured and requires the insurer to waive all rights of subrogation or action against any entity constituting an insured;
- (b) unless agreed otherwise in writing, Workers Compensation insurance which insures against statutory and common law liability for death or injury to persons employed by the Subcontractor. Where permitted by law, the policy shall be extended to provide indemnity for any liability of the Stoddart Group (and its officers, employees, agents and contractors). The Subcontractor will ensure that all contractors similarly insure their employees; and
- (c) Comprehensive Motor vehicle insurance which provides liability coverage of not less than \$20 million.

14.2 The Subcontractor must provide Stoddart with evidence that it holds the following policies of insurance (including a certificate of currency) within 48 hours of a request from Stoddart

15. Quality, Defects and Rectification

15.1 For the longer period of 12 months from the completion of each Work Order or the period provided by any Legislative Requirement for the rectification of defective building work, the Subcontractor will (at its cost) rectify any Defect in the Works, including any damage resulting from the Defect.

15.2 The Subcontractor shall carry out the rectification at times and in the manner calculated by Stoddart, in a good tradesmanlike manner, and so as to cause as little inconvenience to the Client, occupants or users of the Site as possible.

15.3 If the Subcontractor fails or refuses to carry out the rectification works as required by clause 15.2, or if Stoddart forms the opinion that the Subcontractor is not ready, willing or able to properly rectify the Defects within a reasonable time, Stoddart may appoint another party to rectify the Defect, the cost of which shall be a debt due and payable from the Subcontractor to Stoddart.

15.4 If Stoddart directs the Subcontractor to carry out rectification of an item under this clause, the period at clause 15.1 shall recommence upon the date the last Defect is rectified.

15.5 This clause does not reduce the Subcontractor's liability for Defects pursuant to the Agreement or otherwise at law, including those identified after the period at clause 15.1 expires.

15.6 The Subcontractor:

- (a) must ensure that, and warrants that, no Non-Conforming Building Products are, or will be, included in the Works;
- (b) must provide the Stoddart with such information required by and acceptable to the Stoddart demonstrating:
 - (i) compliance with subclause (a) above;
 - (ii) that any designer, consultant, contractor, manufacturer or supplier in relation to the any part of the Works has demonstrated that, in performing Services or carrying out work, has done so to be performed by compliance with Non-Conforming Building Products; and
- (c) indemnifies the Stoddart Group on demand and holds them harmless in respect of any cost, loss, damage or expense arising out of or in connection with the Subcontractor's breach of subclauses (a) and (b) above.

16. Subcontractors

16.1 The Subcontractor may further subcontract the Services. The Subcontractor must provide Stoddart with the names of such secondary subcontractors together with any other information and compliance documentation requested by Stoddart.

16.2 Each subcontract must require the secondary subcontractor to hold the insurances required by this Agreement and include clause 22 of this Agreement. The Subcontractor must ensure each secondary subcontractor holds and maintains all licences and approvals to comply with all Legislative Requirements.

16.3 The Subcontractor shall be liable to Stoddart for the acts, defaults and omissions of secondary subcontractors, employees, agents and officers of the Subcontractor as if they were those of the Subcontractor. Subcontracting of work does not relieve the Subcontractor from any liability or obligation under this Agreement.

17. Dispute resolution

17.1 If a difference or dispute (together called a 'dispute') between the parties arises in connection with the subject matter of the Agreement, including a dispute concerning a Claim, then either party shall, by hand, email or by registered post, give the other a written notice of dispute adequately identifying and providing details of the dispute.

17.2 Notwithstanding the existence of a dispute, the parties shall continue to perform the Agreement.

17.3 Within 14 days after receiving a Notice of Dispute, the parties shall confer at least once to resolve the dispute or to agree on methods of doing so. At every such conference each party shall be represented by a person having authority to agree to such resolution or methods. All aspects of every such conference, except the fact of the occurrence, shall be privileged.

17.4 If the dispute has not been resolved within 28 days of service of the Notice of Dispute either party is able to commence proceedings in a court of competent jurisdiction.

17.5 Nothing herein shall prejudice the right of the party to institute proceedings and force payment due under the Agreement or to seek injunctive or urgent declaratory relief.

18. Copyright

18.1 Copyright in any plans or designs supplied by Stoddart to the Subcontractor remains with Stoddart.

18.2 The Subcontractor must not reproduce or use any plans or designs, in whole or in part, other than for the purpose of completing the Services.

19. Inductions, Meetings and Administration

19.1 The Subcontractor or its representative must, without further payment:

- (a) attend Site meetings or meetings at Stoddart's offices if directed to do so, including to inspect Services performed or being performed;
- (b) ensure its employees and contractors attend any induction required by Stoddart; and
- (c) cooperate with the Client, workers and other contractors on the Site.

20. Record keeping

20.1 The Subcontractor must retain all documentation created or received in relation to this Agreement, the Services and any Work Orders for a period of 7 years from the expiry or termination of this Agreement.

20.2 The Subcontractor must promptly provide any entity within the Stoddart Group, and anyone nominated in writing by the Stoddart Group, with access to the documents retained under this clause within 48 hours of a request by Stoddart.

22. Code and Guidelines

22.1 Terms used in this clause 22 which are defined in the Code and Guidelines adopt the definition or meaning provided by the Code and Guidelines to the extent not otherwise inconsistent with this Agreement.

22.2 The Subcontractor must comply with the Code and Guidelines.

22.3 The Subcontractor must comply with any instructions given by any entity within the Stoddart Group to ensure the Subcontractor's compliance with the Code and Guidelines.

22.4 The Subcontractor must:

- (a) require, and ensure, that its secondary subcontractors comply with the Code and Guidelines;
- (b) report industrial action that occurs on a project to Stoddart and to the Funding Entity;
- (c) notify Stoddart and the Code Monitoring Group of any potential breaches of the Code and Guidelines; and
- (d) maintain adequate records of its compliance with the Code and Guidelines by the Subcontractor and its contractors, material suppliers, consultants and its Related Entities.

23. Privacy

23.1 The Subcontractor warrants that it has received and reviewed the Stoddart Group's privacy policy (which is available from www.stoddartgroup.com) or by contacting Stoddart's Privacy Officer on (07) 3725 5999).

23.2 The Stoddart Group's privacy policy, including in respect of the collection, use and reporting on credit information, is taken to form part of this Agreement.

23.3 Without limiting the above, the Subcontractor acknowledges and agrees the Stoddart Group may use information provided by the Subcontractor to the Stoddart Group for meeting the Stoddart Group's safety and compliance requirements.

24. Relationship of parties

24.1 The Subcontractor is not an employee of Stoddart or any entity within the Stoddart Group.

24.2 The parties are not and are not to be taken to be in a partnership, joint venture, employment or fiduciary relationship.

24.3 Nothing in this Agreement gives a party authority to bind any other party in any way.

24.4 Where the Subcontractor comprises more than one entity, a promise, agreement, representation or warranty by two or more entities binds them jointly and severally.

24.5 Where the Subcontractor is the trustee of a trust, a promise, agreement, representation or warranty binds the trustee and the trust jointly and severally.

25. Miscellaneous

25.1 The Subcontractor shall have no claim over the Goods or the completed Works at any time.

25.2 The Subcontractor has not relied on any statement by any entity within the Stoddart Group which has not been expressly included in this Agreement.

25.3 This Agreement states all of the express terms agreed by the parties in respect of its subject matter. It supersedes all prior discussions, negotiations, understandings and agreements in respect of its subject matter.

25.4 The Subcontractor must not assign, novate, mortgage or otherwise deal with this Agreement or any entitlement under this Agreement.

25.5 The Stoddart Group (by any entity within the Stoddart Group) may assign or novate this Agreement. The Subcontractor must do all things required to effect an assignment or novation upon a written direction by Stoddart.

25.6 Each party must, at its own expense, do all things and execute all further documents necessary to give full effect to this deed and the transactions contemplated by it.

25.7 An amendment of any term of this Agreement will be of no force or effect unless it is either:

(a) by way of an agreement and signed by each of the parties; or

(b) made by the Stoddart Group and the change is notified by Stoddart Group to the Subcontractor. The Subcontractor is taken to have accepted such changes if it carries out a Work Order after the issuing of such revised terms.

25.8 Each party must pay its own costs (including legal costs) and expenses in connection with the negotiation, preparation, execution and delivery of this Agreement.

25.9 A waiver of a right, remedy or power must be in writing and signed by the party giving the waiver.

25.10 A party does not waive a right, remedy or power if it delays in exercising, fails to exercise or only partially exercises that right, remedy or power.

25.11 If a provision in this Agreement is wholly or partly void, illegal or unenforceable in any relevant jurisdiction that provision or part must, to that extent, be treated as deleted from this deed for the purposes of that jurisdiction. This does not affect the validity or enforceability of the remainder of the provision or any other provision of this Agreement.

25.12 This Agreement is governed by and is to be construed under the laws in force in the jurisdiction in which the Services were performed. This Agreement may be executed in any number of counterparts, each signed by one or more parties. Each counterpart when so executed is deemed to be an original and all such counterparts taken together constitute one document.

26. Interpretation

26.1 In this Agreement:

(a) the singular includes the plural and the plural includes the singular;

(b) a gender includes all other genders;

(c) other parts of speech and grammatical forms of a word or phrase defined in this Agreement have a corresponding meaning;

(d) days mean calendar days;

(e) reference to a person includes an individual, firm, body corporate or unincorporated;

(f) if the time for doing anything under this Agreement occurs on a Saturday, Sunday or public holiday at Stoddart's address, the time is deemed to end on the following day which is not a Saturday, Sunday or public holiday;

(g) all communications in relation to this Agreement must be in English;

(h) measurements and quantities shall be in accordance with all relevant Legislative Requirements; and

(i) all payments under this Agreement shall be in Australian Dollars.

27. Termination

27.1 If either party is in breach of a material obligation under this Agreement and does not rectify the breach (if capable of remedy) within a reasonable time after receiving notice from the party not in breach to do so, then that party not in breach may immediately terminate this Agreement by written notice.

27.2 Any entity within the Stoddart Group may terminate this Agreement on behalf of the all entities within the Stoddart Group.

28. Expiry

28.1 This Agreement shall remain in effect until:

(a) terminated pursuant to the terms of this Agreement;

(b) 30 days after the date a party gives written notice to the other party of its intention to end this Agreement; or

(c) the parties replace this Agreement by:

(i) executing a new agreement (which may be a later version of this Agreement); or

(ii) any entity within the Stoddart Group giving the Subcontractor notice that a new agreement (which may be a later version of this Agreement) replaces this Agreement.

28.2 The terms of this Agreement will continue to apply to all obligations and rights which exist prior to or after the Expiry Date.

29. Notices

29.1 Notice pursuant to this Agreement may be sent by email, post or text message to the details provided in the Subcontractor Registration Form.

29.2 A Notice sent by email or text message will be taken to have been received at the time it is sent unless the sender receives a message that the email or text has not been delivered.

29.3 A Notice sent by post will be taken to have been received 3 business days after the date of posting.

30. SUBCONTRACTOR REGISTRATION FORM

30.1 Stoddart may correct or amend the Subcontractor Registration Form where the Subcontractor Registration Form contains an error, is incomplete or has been incorrectly completed by the Subcontractor.

30.2 Stoddart shall notify the Subcontractor of any correction or amendment it makes to the Subcontractor Registration Form. The correction or amendment will take effect 5 days after Stoddart notifies the Subcontractor of the correction or amendment, unless the Subcontractor provides its written objection to the correction or amendment within that period.