



Wormall Civil Sub-Contractor/Suppliers Terms and Conditions

Wormall Civil Pty Ltd ACN 162 970 863 ("Wormall") has engaged the party (hereinafter referred to as the Sub-Contractor or Supplier) to provide works and supply materials in accordance with the following terms and conditions ("Terms and Conditions").

The Sub-Contractor/Supplier agrees to be bound by and comply with the Terms and Conditions as outlined below.

1. Sub- Contractor/Supplier Requirements

- 1.1. Wormall will provide all relevant project drawings and specifications.
- 1.2. By providing a quotation the Sub-Contractor/Supplier is acknowledging they fully understand all drawings and specifications provided by Wormall for the work they are contracted to perform or the materials to be supplied.
- 1.3. If a Sub-Contractor fails to undertake a portion of their assigned work or the workmanship does not meet the specifications or if a Supplier fails to supply all ordered materials, or materials supplied are deemed to not meet the specification, Wormall may withhold payment until the workmanship is completed or rectified or all materials to the specification are supplied.
- 1.4. All work performed is to conform to the specified Australian Standard and/or industry code and with all other relevant specifications as detailed in the contract documents.
- 1.5. The Sub-Contractor and/or Supplier is to comply with start and finish dates as stated by Wormall for all onsite and offsite works related to the quotation and Wormall's program.
- 1.6. If at any time the Sub-Contractor and/or Supplier is unable to meet or becomes aware that they will be unable to meet the stated start and finish dates or there will be any delay in the carrying out of the program they must advise Wormall immediately in writing of the reasons for that delay.
- 1.7. The Sub-Contractor must minimise any delay and provide Wormall with a revised course of action within 2 working days of notifying Wormall of the delay under clause 1.6.
- 1.8. If at any time the Sub- Contractor and/or Supplier becomes aware of any differences in the measured quantities to those contained in the quotations, they must notify Wormall in writing immediately.
- 1.9. All submitted quotations shall be valid for 90 days unless otherwise stated and agreed with Wormall.
- 1.10. The Sub-Contractor/Supplier shall not be entitled to suspend the progress of the whole or any part of the works.
- 1.11. Any variation to the work or the quotation must be agreed to in writing by Wormall prior to such variation being undertaken by the Sub-Contractor/Supplier failing which Wormall will not be liable to pay for the costs of such variation.

2. Insurances

The Sub-Contractor/Supplier shall affect all insurances required to be maintained by it, by law. Without limiting the generality hereof, the Sub-Contractor/Supplier will arrange and maintain public liability insurance, professional indemnity insurance and all necessary insurance with



respect to its employees under the provisions of any relevant workers' compensation legislation and will, if required by Wormall, produce evidence of such insurance from time to time. Wormall reserves the right to nominate the value of cover under the Sub-Contractor's/Supplier's public liability and professional indemnity insurance.

3. WHSEQ

- 3.1. The Sub-Contractor/Supplier must ensure that themselves and any of their employees, agents or personnel of the Sub-Contractor or Supplier have the appropriate certifications and safety training to carry out the works and must at its own cost adhere to any policy and practices introduced by Wormall from time to time including but not limited to policies in relation to site inductions, training and occupational health and safety.
- 3.2. The Sub-Contractor shall provide Wormall with a safe work method statement that:
 - 3.2.1. Describes how the work is to be carried out;
 - 3.2.2. Identifies the work activities assessed as having safety risks;
 - 3.2.3. Identifies the safety risks; and
 - 3.2.4. Describes the control measures that will be applied to the work activities
- 3.3. The Sub-Contractor/Supplier shall be responsible for ensuring that all their staff, tools and equipment and access materials that they require to use all comply with the current Western Australia Workplace Health & Safety Act & Regulations.
- 3.4. The Sub-Contractor and/or Supplier (if their personnel are required to undertake on-site work) is responsible for obtaining and providing for all site personnel, and make available for inspection at any time by a Wormall Representative, a Safety Awareness Training Card.
- 3.5. The Sub-Contractor/Supplier is to provide all PPE they or any of their employees, agents or personnel require to carry out the works or enter on the site. If the Sub-Contractor/Supplier requires Wormall to provide the PPE, then the cost of the PPE will be deducted from the payments due to the Sub-Contractors or Supplier.
- 3.6. The Sub-Contractor/Supplier warrants that it, its employees, agents and personnel are competent and have the necessary skills to carry out the works and will carry out, complete and finish the works with due care, skill and diligence and in a good and workmanlike manner and with good and proper materials that are reasonably fit for the purpose for which they are supplied.
- 3.7. Wormall may at any time by notice in writing to the Sub-Contractor require that the Sub-Contractor should cease to permit a particular person or persons employed by it to be engaged in carrying out the works which the Sub-Contractor is providing for Wormall, and in such event the Sub-Contractor will as soon as is practicable cease to provide the service of such person or persons in or about Wormall's business and will provide the services of such alternative person or persons as may be acceptable to Wormall.
- 3.8. The Sub-Contractor/Supplier is to advise Wormall immediately of any site hazards or incidents they become aware of whilst working on site.
- 3.9 The Sub-Contractor/Supplier is to provide Wormall appropriate quality assurance documentation on request.
- 3.10 The Sub-Contractor/Supplier shall be responsible for ensuring that all their staff actions and activities undertaken comply with any current Western Australia Environmental Acts & Regulations.



4. On-Site Requirements

- 4.1. The Sub-Contractor/Supplier shall:
 - 4.1.1 Inform Wormall's site representative of all labour, plant, materials, issues and progress on a daily basis;
 - 4.1.2 Produce a weekly report in relation to item 4.1.1 to Wormall's project manager or project engineer; and
 - 4.1.3 Attend site toolbox meetings & pre-start talks as arranged by Wormall's site representative
- 4.2. The Sub-Contractor will provide its own labour, plant and materials to carry out the appropriate works. If the Sub-Contractor requires Wormall to acquire or hire any plant, materials or labour then the cost plus an administration fee will apply and be deducted from any payment due to the Sub-Contractor from Wormall.
- 4.3. Standard Site Operational Hours are as follows:
 - 4.3.1. Monday to Thursday 7am to 5pm (30-minute lunch break included)
 - 4.3.2. Friday 7am to 2.30pm (30-minute lunch break included)
 - 4.3.3. The Sub-Contractor agrees that Wormall may, from time to time, require the Sub-Contractor to work additional hours over and above item 4.3.1 & 4.3.2 to catch up for lost time at no additional cost to Wormall.
 - 4.3.4. If the Sub-Contractor wished to work additional hours over and above item 4.3.1 & 4.3.2 the Sub-Contractor must obtain Wormall's approval to work those additional hours. Approval may only be granted in writing by Wormall's project manager or site supervisor
- 4.4. The Sub-Contractor must leave the site in a safe and clean state at the conclusion of each day. If Wormall is required to make safe or clean the site Wormall may charge the cost to clean the site to the Sub-Contractor with an administration fee included. This may be deducted from any payment due to the Sub-Contractor from Wormall.
- 4.5. The Sub-Contractor is responsible for securing its own plant and materials at the conclusion of each day.
- 4.6. The Sub- Contractor must not park on-site without the approval of Wormall's site supervisor.
- 4.7. No alcohol, illicit substances or drugs are to be brought onto any Wormall site. No Sub-Contractor's or Supplier's personnel are to enter any Wormall sites if they are under the influence of drugs and/or alcohol.
- 4.8. No unauthorised persons, pets or children are permitted on any Wormall sites.
- 4.9. Inappropriate language, swearing, bullying, racist or sexist behaviour are not permitted on site by the Sub-Contractor's/Supplier's or employees.

5. Off Site Requirements (Where applicable)

- 5.1. The Sub-Contractor/Supplier must notify Wormall immediately in writing of any delays in the manufacturing process.
- 5.2. The Sub-Contractor/Supplier must minimise any delay and provide Wormall with a course of action within 2 working days of notifying Wormall of the delay under clause 5.1.
- 5.3. The Sub-Contractor/Supplier will produce a weekly report on the progress of manufacture. This is to be provided to Wormall's project manager or assistant project manager



6. Claims

- 6.1. Unless agreed by Wormall otherwise the Sub-Contractor is to provide monthly claims by no later than the 5th calendar day of each month for the previous months work. Invoices received after the 5th calendar day of the month will not be processed until the following month.
- 6.2. Statement of outstanding invoices must be submitted on or within the 5th of the next month. Failure to do so will result in payment delays.
- 6.3. Wormall will endeavour to pay accounts within 42 days after end of month
- 6.4. Where the Sub- Contractor will be subject to retention for defects and omissions. This will be as follows;
 - 6.4.1. 10% of the Value of works completed up to 50% of Contract Value
 - 6.4.2. Thereafter 5% of the Adjusted Contract value shall be held
 - 6.4.3. At practical completion 50% of the retention shall be released
 - 6.4.4. At the end of the 12 months defects liability period the remainder shall be released.

7. Scope of Works (shall be in this format i.e.)

- 7.1. Project Name:
- 7.2. Location of Works:
- 7.3. Brief Description of Work:
- 7.4. Program of works:
- 7.5. Drawings:
- 7.6. Measured Quantities:
- 7.7. Other Relevant Information:

8. General

- 8.1. The Sub-Contractor/Supplier will comply with, at its own cost and expense, all Acts of both federal and state parliaments and all standards, regulations, by-laws, ordinances or orders made there under and the lawful requirements of any public, municipal or other authority so far as the same may affect or apply to the Sub-Contractor/Supplier or the works being carried out by the Sub-Contractor/Supplier, and the Sub-Contractor/Supplier will indemnify Wormall from and against all actions, costs, charges, claims and demands in respect thereof.
- 8.2. The sub-contractor/Supplier shall indemnify Wormall from and against any losses, damages, liability, actions, demands, claims, suits, causes of action, proceedings, costs and expenses (including legal costs on a full indemnity basis) of whatsoever nature ("the Losses") which may be taken or made against or incurred by Wormall in relation to or arising out of the works provided by the Sub-Contractor/Supplier and any default by the Sub-Contractor/Supplier of the Terms and Conditions and the Losses may be deducted from any monies due or becoming due to the Sub-Contractor/Supplier. Wormall may withhold payments due to the Sub-Contractor/Supplier as retention monies while awaiting a determination or quantification of the Losses.
- 8.3. This Sub- Contract may be terminated by either the Sub-Contractor/Supplier or Wormall by providing the amount of 1 months' notice in writing. If the Sub-Contractor/Supplier terminates the sub-contract, the Sub-Contractor/Supplier agrees to pay to Wormall an amount of \$5000 or



10% of the purchase order whichever is greater, which the Sub-Contractor/Supplier agrees is a reasonable and genuine pre-estimate of the additional cost for Wormall to engage another Sub-Contractor or supplier to complete the works or supply the material. Otherwise, this sub-contract will continue in force until completion of the works or until all materials are supplied. Wormall may terminate this sub-contract at any time and without prior notice should the Sub-Contractor/Supplier, its employees or agents be guilty of any dishonesty, serious misconduct or serious neglect of duty, or be in breach of any of the Terms and Conditions or if Wormall in its absolute discretion determines that the Sub-Contractor's/Supplier work is not up to the standard and level required by Wormall.

- 8.4. The Sub-Contractor/Supplier must not assign its rights under this sub-contract without the consent of Wormall.
- 8.5. The Sub-Contractor/Supplier agrees that a variation or waiver of a term or condition under this sub-contract is effective only if it is in writing and signed by Wormall. Such waiver is effective only in the specific instance and for the specific purpose it was given.
- 8.6. In this document words in the singular includes the plural and vice versa, and reference to any gender includes the other genders.
- 8.7. The Sub-Contractor/Supplier agrees and irrevocably authorises Wormall to apply, or set off, against the monies due to the Sub-Contractor/Supplier any sums which may be owed by the Sub-Contractor/Supplier to Wormall, including but not limited to the Losses.
- 8.8. If any part of the Terms and Conditions become void or unenforceable then that part shall be severed to the intent that all parts that are not void or unenforceable shall remain in full force and effect.
- 8.9. This sub-contract shall be governed and construed in accordance with the laws of Western Australia and the parties submit to the jurisdiction of the Courts of Perth, Western Australia.
- 8.10. Where there is any inconsistency between the Terms and Conditions and any of the Sub-Contractor's/Supplier's terms and conditions, the Terms and Conditions prevail.

Please sign and return Subcontractors/Suppliers Questionnaire

_____ Signature
_____ Print Name
_____ Position/Title
_____ Date