

# General Terms and Conditions - Conditions of Contract (Goods)

## QBuild, Department of Housing, Local Government, Planning and Public Works

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### 1. Definitions

#### 1.1. The following definitions apply to the Contract:

“Business Days” has the meaning of **business day** as defined in Schedule 2 Dictionary of the *Building Industry Fairness (Security of Payment) Act 2017* (Qld).

“Contract” means the agreement in writing between the Principal and the Supplier for the Supply of Goods in accordance with the Contract, the invitation documents, the Suppliers offer and the *Conditions of Working with QBuild – Supplier of Goods*.

“Contract Sum” means:

- a) where the Principal accepted a lump sum, the lump sum;
- b) where the Principal accepted rates, the sum ascertained by calculating the products of the rates and the corresponding quantities in the Schedule of Rates;
- c) where the Principal accepted a lump sum and rates, the aggregate of the sums referred to in paragraphs a) and b);

including provisional sums but excluding any additions or deductions which may be required to be made under the Contract.

“Delivery” and “deliver” means delivered to, and unloading at, the Delivery Address specified on the Offer Form or such other address as might be agreed.

“Goods” mean items, products, plant, materials or the like, the subject of, and that are conforming with, the Contract.

“Ethical Supplier Mandate” means the Queensland Government policy titled “Buy Queensland: Ethical Supplier Mandate” or any policy that replaces that policy.

“Ethical Supplier Threshold” means the Ethical Supplier Threshold described in the Queensland Procurement Policy.

“Government Department or Instrumentality” means:

- a) any government department responsible for compliance with government policy, including but not limited to:
  - (i) the Queensland Government Procurement Compliance Branch within the Procurement Division of the Department of Housing, Local Government, Planning and Public Works;
  - (ii) the Queensland Apprenticeship and Traineeship Office within the Department of Employment, Small Business and Training;
  - (iii) Local Content with the Department of State Development and Infrastructure;
- b) any government regulator, including but not limited to:
  - (i) the Queensland Building and Construction Commission;
  - (ii) the Office of Industrial Relations;
  - (iii) the Fair Work Commission;
  - (iv) the Australian Taxation Office;
  - (v) the Australian Building and Construction Commission; and
  - (vi) the Office of the Federal Safety Commissioner;

“GST” means a goods and services tax imposed by, or through, the GST legislation.

“GST Legislation” means *A New Tax System (Goods and Services Tax) Act 1999 (Cth)* and any related tax imposition legislation (whether imposing tax as a duty of customs excise or otherwise) and includes any legislation which is enacted to validate, recapture or recoup the tax imposed by any such legislation.

“Principal” means the party so defined on the Offer Form, or in absence of any definition on the Offer Form, The State of Queensland through QBuild, a business unit of the Department of Housing, Local Government, Planning and Public Works.

“Queensland Procurement Policy” means the Queensland Government policy titled “Queensland Procurement Policy” or any policy which replaces that policy.

“Superintendent” means the person nominated by the Principal to exercise the functions of the Superintendent under the Contract, who at all times must, exercise its functions acting honestly and fairly, acts within certain times prescribed under the Contract or where no times are specified, within a reasonable time, and arrives at a reasonable measure of value of goods, quantities or time. The Superintendent may appoint a representative to exercise any of its powers, duties, discretions and authorities.

“Supplier” means the entity whose offer has been accepted by the Principal.

“Supply” means to make Goods available for collection or deliver Goods, as applicable, in accordance with the Contract.

1.2. In addition to these definitions, some terms, specific to a clause, are defined in that clause.

## **2. Condition of Goods**

2.1. All Goods will be new and will comply with the Contract. If no Standards are specified, the Goods must comply with Australian Standards applicable to the Goods and be fit for the intended purpose. The Principal will not be required to accept, pay for, or be in any way liable for any Goods not in accordance with the Contract and will be entitled to cancel any order and return any Goods found to not be in accordance with the Contract at no cost to the Principal.

## **3. Inspection and tests**

3.1. The Superintendent will be entitled to inspect and test all Goods supplied. Where Goods fail such inspection or tests, the Superintendent will be entitled to reject the Goods and the Supplier will be liable to remove the rejected Goods at its expense within 10 Business Days of notification of the rejection, failing which the Superintendent will be entitled to return the rejected Goods at the Supplier's expense.

## **4. Work health and safety**

4.1. For the purposes of this clause:

‘Act’ means the *Work Health and Safety Act 2011 (Qld)*;

‘inspector’, ‘notifiable incident’, ‘regulator’, ‘structure’ and ‘workplace’ have the same meaning as defined in the Act.

‘Regulation’ means the *Work Health and Safety Regulation 2011 (Qld)*;

‘WHS Laws’ means the Act, the Regulation and all other applicable work health and safety legislation, regulations, rules, Codes of Practice and Australian Standards.

4.2. In relation to the Supply of Goods in accordance with the Contract, the Supplier will:

- a) comply with and discharge all obligations imposed on the Supplier under the WHS Laws;
- b) discharge the duties of a person who conducts a business or undertaking under the WHS Laws; and
- c) ensure its officers, workers and agents, sub-suppliers and its sub-suppliers' officers, workers and agents, discharge their respective duties under the WHS Laws in connection with the Contract.

4.3. The Supplier will indemnify the Principal against any claim, action, demand, loss, damage, cost or expense which may be brought against, or suffered or incurred by, the Principal as a result of or in connection with:

- a) any breach of this clause by the Supplier;
- b) any breach by the Supplier of its obligations under WHS Laws; and
- c) any enforcement of obligations imposed on the Supplier under the WHS Laws.

4.4. If a notifiable incident occurs at the workplace in connection with the Supply or delivery of Goods, the Supplier must:

- a) immediately notify the regulator and the Superintendent of the notifiable incident; and provide copies of any communications, notices or reports provided to or received from the regulator or any Authority regarding the notifiable incident;
- b) take all reasonably practicable steps to secure the area where the notifiable incident occurred until an inspector arrives at the area, or any earlier time that an inspector directs;
- c) conduct a thorough investigation in relation to the root cause and contributing factors of the notifiable incident and provide a copy of the written investigation report within 10 Business Days of the Superintendent's request; and
- d) if the Principal wishes to conduct its own investigation, provide the Principal with reasonable assistance (including access to relevant documents and the Contractor's personnel) in investigating any such notifiable incident.

## **5. Protection of persons and property**

5.1. The Supplier must:

- a) take all measures necessary to protect people and property, including the Goods; avoid unnecessary interference with passage of people and vehicles and prevent nuisance, unreasonable noise and disturbance.
- b) for the purposes of clause 5.1a, comply with all reasonable directions of the Superintendent.

5.2. If the Supplier damages any property, the Supplier must provide or arrange temporary protection for the damage and repair it at the Supplier's cost.

## **6. Warranty**

- 6.1. The Supplier must provide a warranty:
- a) from the manufacturer that the Goods are fit for purpose and will achieve the performance requirements and characteristics specified; or
  - b) where no specification is provided, that the Goods will:
    - (i) comply with the appropriate Australian Standards;
    - (ii) operate satisfactorily;
    - (iii) be free of defects; and.
  - c) that the Goods will be repaired or replaced at no cost to the Principal for the period stated in the specifications or if no period is stated, for a period of 12 months from delivery or collection of the Goods (whichever is applicable).
- 6.2. The Supplier must ensure the warranties are in the name of the Principal and must provide the warranties at the time of delivery of the Goods or collection of the Goods, by QBuild. The Supplier must comply with all warranty conditions.

## **7. Indemnity by the Supplier**

- 7.1. The Supplier indemnifies the Principal against:
- a) loss of or damage to the Principal's property; and
  - b) claims by any person in respect of injury, death or loss of or damage to any property,
- resulting from, or in any way connected with, the Supplier providing the Goods under the Contract and the use of the goods for their intended purpose. The Supplier's liability to indemnify the Principal will be reduced proportionally to the extent that an act or omission by the Principal, or its employees or agents, contributed to the loss, damage, death or injury.

## **8. Public and product liability insurance**

- 8.1. Before supplying Goods, the Supplier must have current public and product liability insurance for an amount not less than the amount stated in the Offer Form. The insurance policy must cover the Supplier's liability to the Principal for loss of, or damage to, property and death or injury to any person resulting from, or in any way connected with, the supply of Goods under the Contract and the use of the Goods for their intended purpose.
- 8.2. The Supplier must maintain such insurance for the duration of the Contract and produce evidence of insurance if requested.

## **9. Insurance of employees**

- 9.1. Before supplying Goods, the Supplier must insure against liability for death of or injury to persons employed by the Supplier. Where the Supplier is a self-employed person, the Supplier must maintain an equivalent insurance policy for itself. The Supplier must maintain such insurance for the duration of the Contract and produce evidence of employee or self insurance (as applicable) if requested. The Supplier must ensure that every sub-supplier is similarly insured.

## **10. Time for collection or delivery**

- 10.1. The Supplier must make the Goods available for collection, or deliver the Goods, within the time stated on Offer Form or the order, as applicable. The Superintendent may extend this time for any reason at its sole discretion.

## **11. Delivery**

- 11.1. Deliveries will only be accepted between the hours of 7 am and 4 pm on business days, unless otherwise authorised by the Superintendent.
- 11.2. Where Goods are delivered, the Supplier must ensure that:
- a) the delivery documentation identifies the delivery instructions, including details of contents, order number, Supplier's details and, where applicable, operating manuals, warranties and any other relevant documentation specified; and
  - b) a signed delivery docket is obtained from the Superintendent.
- 11.3. Where Goods include hazardous substances, the delivery documentation must include all relevant material safety data sheets in accordance with the *WHS Laws*.
- 11.4. Goods unaccompanied by appropriate delivery documentation may be rejected until the appropriate delivery documentation has been received.
- 11.5. Superintendent must notify the Supplier within five (5) Business Days of receipt of any damaged or non-compliant goods which will be replaced at the Supplier's expense.

## **12. Price**

- 12.1. Lump sum prices and/or unit prices, as applicable, are fixed and are all inclusive of all supply costs, including, customs duty (as applicable and unless specifically stated to be exempt) and any other taxes (including GST where Supplier is registered for GST) and/or duties, insurance, packaging, marking, handling, freight and delivery, (when Delivery is applicable).

### **13. Invoicing**

- 13.1. The Supplier is only entitled to invoice for Goods supplied that comply with the Contract.
- 13.2. The Supplier must submit a tax invoice (the payment claim) to the Superintendent within five (5) Business Days of delivery or collection of the Goods by QBuild (whichever is applicable). The invoice is to include the Supplier's legal name or registered business name and ABN, the order and contract number (as applicable), description of goods, volume, unit prices, and details of all applicable extensions that makeup the invoiced amount and any other information reasonably required by the Principal.
- 13.3. Invoices must comply with the requirements of GST legislation.

### **14. Variations**

- 14.1. The Superintendent may direct in writing a variation, in nature or quantity, to any Goods under the Contract and the Supplier shall promptly comply with that direction. The Supplier must submit a detailed price for the variation, to the Superintendent, within 10 Business Days of the direction. The variation will be valued by agreement between the Supplier and the Superintendent or failing agreement, by the Superintendent, and the Contract Sum adjusted accordingly. The Superintendent may make interim payments for variations until the respective variations have been finally valued.

### **15. Payment**

- 15.1. Unless otherwise expressly agreed, the Principal will only be liable to pay for Goods received, at agreed prices.
- 15.2. The Superintendent will assess the payment claim to determine the amount to be paid.
- 15.3. The Superintendent may make interim payments for variations until the respective variations have been finally valued.
- 15.4. If the Superintendent determines that the amount to be paid is other than the claimed amount, the Superintendent will issue a payment schedule within 15 Business Days of receipt of the payment claim. The payment schedule will state the amount to be paid and the reasons for the difference from the claimed amount.
- 15.5. The Principal will only be liable to pay:
  - a) if the Superintendent has issued a payment schedule with the amount identified to be paid in the payment schedule; or
  - b) otherwise, the claimed amount;Subject to clause 18, payment will be made:
  - a) within 15 Business Days of receipt of a tax invoice; or
  - b) where the Supplier is a small business in accordance with the *Conditions of Working with QBuild – Suppliers of Goods*, within 20 days of invoice date.
- 15.6. Payment may take into account interim payments for variations (if any) and any other amount which the Principal may be entitled to deduct or which is due and payable by the Supplier to the Principal whether under the Contract, any other contract or independent of contract. If the moneys to be deducted are insufficient to discharge the liability of the Supplier, the Principal may have recourse to any other means including at law.
- 15.7. Payment will be made by means of electronic transfer to the Supplier's nominated bank account.
- 15.8. Payment will not constitute evidence of Goods supplied conforming to the Contract or an admission of liability but being payment on account only.
- 15.9. The Superintendent may, in a later payment, correct an error in a previous payment.
- 15.10. Nothing in this Contract obliges the Principal to pay for Goods not supplied, or for Goods not in accordance with the Contract.
- 15.11. For the purposes of the *Building Industry Fairness (Security of Payment) Act 2017 (Qld)*, the Superintendent is authorised to receive payment claims and to issue payment schedules on behalf of the Principal.

### **16. Responsibility in transit**

- 16.1. If the Supplier is required to deliver Goods, the Supplier will be responsible for the Goods:
  - a) until delivered to the Delivery Address and a signed delivery docket, in accordance with clause 11 has been obtained; or
  - b) in the case of damaged or otherwise non-compliant goods, until such goods have been replaced with goods in accordance with the Contract at the Supplier's expense.

### **17. Default of the Supplier**

- 17.1. Subject to clause 17(d), if the Supplier:
  - a) fails to complete the Supply within the time for collection or delivery (as applicable) stated in the Offer Form, or
  - b) fails to Supply at a reasonable rate, or
  - c) commits any substantial breach of the Contract, or

d) indicates that it is unable or unwilling to complete the Supply;

the Principal may, by written notice, require the Supplier to show cause by the date specified in the notice, why the Principal should not exercise a right under clause 17.2 ("Show Cause Notice").

17.2. If the Supplier fails to show reasonable cause by the date stated in the Show Cause Notice, then upon issuing notice in writing to the Supplier, the Principal may:

a) terminate the Contract; or

b) suspend payment and take the remaining supply of Goods, wholly or partly, out of the hands of the Supplier, without prejudice to any rights of the Principal under the Contract or at common law.

17.3. If the Supplier:

a) fails to hold or maintain a current statutory licence required to perform the Supply; or

b) becomes insolvent or bankrupt, or being a company goes into liquidation, or takes or has instituted against it any action or proceedings which has as an object or may result in bankruptcy or liquidation; or

c) enters into a debt agreement, a deed of assignment or a deed of arrangement under the *Bankruptcy Act 1966 (Cth)*, or, being a company, enters into a deed of company arrangement with its creditors, or an administrator or controller is appointed; or

d) has a liquidator or receiver or a receiver and manager appointed, or a mortgagee goes into possession of any of its assets; or

e) fails to maintain registration with QBuild as a QBuild registered Supplier of Goods;

the Principal may, without giving a notice to show cause, exercise a right under clause 17.2, but only when and to the extent that there is no restriction on enforcing that right under the Part 5.1, Part 5.2, or Division 17 of Part 5.3A *Corporations Act 2001 (Cth)*.

17.4. In the event that the Principal takes the Supply of Goods under the Contract out of the hands of the Supplier, the Principal may itself, or by means of other persons, complete the whole or any part of the supply of Goods and may, without payment of compensation, take possession of the Goods, on or in the vicinity of the Site, as are owned by the Supplier. If the cost incurred by the Principal in supplying the Goods is greater than the amount which would have been paid to the Supplier if the Supplier had supplied the Goods, the difference will be a debt due from the Supplier to the Principal, otherwise any difference will be a debt due from the Principal to the Supplier.

## 18. Cancellation

18.1. The Principal will be entitled to cancel an order at any time for the Principal's convenience or for breach of the conditions of this Contract, by written notice to the Supplier.

18.2. In the event of cancellation for convenience, the Principal will be liable for the costs reasonably incurred by the Supplier in anticipation of performing the Supply up to the date of cancellation, together with any costs and expenses reasonably incurred by reason of the cancellation but will not be liable for payment to the Supplier for any other compensation, including loss of profits or any other reason as a result of cancellation.

18.3. Nothing in this clause will make the Principal liable for payment to the Supplier for any amount greater than the Contract Sum.

18.4. If cancellation is as a consequence of a breach of clauses 21-23, inclusive, the Supplier will have no entitlement to any payment for any costs incurred consequent to the cancellation.

## 19. Dispute resolution

19.1. Within 10 Business Days of a dispute arising, either party may refer it to the Superintendent. Within 20 Business Days of receiving notice of a dispute, the Superintendent must give its written decision to each party. If the Superintendent fails to give the decision, or if either party is dissatisfied with it, the parties must, within 10 Business Days of receipt of the decision, or the date upon which it should have been given, confer at least once to attempt to resolve the dispute.

## 20. Goods and Services Tax (GST) and Pay as You Go (PAYG)

20.1. GST Included in Price

Payments for any taxable supplies under the Contract include GST.

20.2. Tax Invoices

a) The Supplier must issue to the Principal a tax invoice or adjustment note (as the case may require) within five (5) Business Days after each of the following occurring in relation to that taxable supply:

(i) the Supplier submitting a claim for payment that is not in the form of a valid tax invoice;

(ii) the Superintendent certifying an amount for payment different to the amount claimed; or

(iii) the amount for payment being otherwise determined to be different to the amount claimed or (if applicable) certified.

b) The Supplier must notify the Principal immediately it becomes aware of an adjustment event occurring.

- c) The Supplier declares that it was registered for GST when it entered into the Contract and agrees it will notify the Principal immediately should it cease to be registered for GST.

### 20.3. PAYG Withholding

Whenever the Principal reasonably considers itself bound by law to do so, the Principal will be entitled to withhold from any payment, otherwise due to the Supplier, amounts calculated and to be withheld in accordance with the law.

## 21. Information Privacy Act

- 21.1. For the purposes of this clause, 'Personal Information' is information or an opinion, including information or an opinion forming part of a database, whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained, from the information or opinion.
- 21.2. If the Supplier collects or has access to Personal Information in order to Supply Goods under the Contract, the Supplier must:
  - a) as the Principal is an 'agency' within the meaning of the *Information Privacy Act 2009* (Qld) ("IPA"), comply with Parts 1 and 3 of Chapter 2 of the IPA in relation to the discharge of its obligations under the Contract as if the Supplier was the Principal;
  - b) not use Personal Information other than in connection with the Supply of Goods under the Contract, unless required or authorised by law;
  - c) not disclose, or transfer outside of Australia, Personal Information without the prior written consent of the Principal, unless required or authorised by law;
  - d) ensure that its officers, employees, agents and sub-suppliers do not access, use or disclose Personal Information other than in connection with the Supply of Goods under the Contract;
  - e) ensure that its sub-suppliers who have access to Personal Information comply with obligations the same as those imposed on the Supplier under this clause;
  - f) fully co-operate with the Principal to enable the Principal to respond to applications for access to, or amendment of a document containing an individual's Personal Information and to privacy complaints; and
  - g) comply with such other privacy and security measures as the Principal may reasonably require from time to time.
- 21.3. On request of the Principal, the Supplier must obtain from its employees, officers, agents or sub-suppliers, supplying goods under the Contract, an executed Deed of Privacy in a form acceptable to the Principal.
- 21.4. The Supplier must immediately notify the Principal on becoming aware of any breach of this clause.
- 21.5. This clause will survive the termination or expiry of the Contract.

## 22. Anti-Competitive Conduct, Conflict of Interest and Criminal Organisations

- 22.1. For the purpose of this clause:
  - 'Personnel' means officers, directors, employees, agents and sub-supplier;
  - 'Conflict of Interest' includes any actual, reasonably anticipated or perceived conflict of interest, whether personal, financial, professional or otherwise.
- 22.2. The Supplier warrants that neither it, nor its Personnel have engaged in, or will engage in, any collusive, anti-competitive or similar conduct in connection with the Contract, any associated Offer or any actual or potential contract with any entity for the Goods. In addition to any other remedies available to it under Law or Contract, the Principal may, in its absolute discretion, immediately terminate the Contract if it believes the Supplier has engaged in collusive or anti-competitive conduct.
- 22.3. The Supplier warrants that neither it nor its Personnel hold any office or possess any property or are engaged in any business or activity or have any obligations whereby a Conflict of Interest is created, or might appear to be created, in conflict with its obligations under this Contract except as disclosed. If the Principal requests, the Supplier must obtain from its Personnel a signed Conflict of Interest declaration in a form acceptable to the Principal.
- 22.4. The Supplier warrants that neither it nor its Personnel have been convicted of an offence where one of the elements of the offence is that the person is a participant in a criminal organisation within the meaning of section 161P of the *Penalties and Sentences Act 1992* (Qld).
- 22.5. The warranties in this clause are provided as at the date of the Contract and on an ongoing basis. The Supplier warrants that it will immediately notify the Principal if it becomes aware that any warranty made in this clause was inaccurate, incomplete, out of date or misleading in any way when made, or becomes inaccurate, incomplete, out of date or misleading in any way.
- 22.6. In addition to any other remedies available to it under Law or Contract, the Principal may, in its absolute discretion, immediately terminate the Contract if it believes the Supplier has breached any warranty in this clause.



### **23. Queensland Procurement Policy**

- 23.1. The Supplier must, and must ensure its sub-suppliers in the Supply of Goods, comply with:
- a) the principles of the Queensland Procurement Policy ("Policy") and any requirements under the Contract in this regard;
  - b) the Ethical Supplier Threshold; and
  - c) the Ethical Supplier Mandate.
- 23.2. The Supplier acknowledges that a failure to comply with the Principal's policies that apply to the Supply of Goods under the Contract or the Supplier's obligations under the Contract can result in the imposition of a demerit or sanction under the Ethical Supplier Mandate in addition to any other remedies available to the Principal under this Contract.
- 23.3. The Supplier authorises the Principal and parties nominated by the Principal or the Superintendent (which may include the Principal's staff or external contractors) to obtain information about the Supplier relevant to assessing the Supplier's compliance with the Queensland Procurement Policy, the Ethical Supplier Threshold, and the Ethical Supplier Mandate, that may be held by any Government Department or Instrumentality.
- 23.4. The Supplier acknowledges and agrees that the Principal may refer matters of non-compliance with the Ethical Supplier Mandate to the Queensland Government Procurement Compliance Branch within the Department of Housing, Local Government, Planning and Public Works, who may publish information about sanctions imposed on the Supplier under the Ethical Supplier Mandate.
- 23.5. Upon request by the Principal or a party nominated by the Principal or the Superintendent (which may include the Principal's staff or external contractors), the Supplier must provide all necessary information, including information of any of its sub-suppliers, for the purposes of investigation or an audit to assess the Supplier's or its sub-suppliers' compliance with the Queensland Procurement Policy, the Ethical Supplier Threshold and the Ethical Supplier Mandate. This information may be shared with relevant Government Departments or Instrumentalities and when necessary, the Queensland Government Procurement Compliance Branch within Department of Housing, Local Government, Planning and Public Works and the Tripartite Procurement Advisory Panel for the purposes of the making of a recommendation about compliance with the Queensland Procurement Policy, the Ethical Supplier Threshold and the Ethical Supplier Mandate.
- 23.6. Failure to comply in any respect with the requirements of the Policy will be considered a substantial breach of Contract and entitle cancellation of the Contract in accordance with clause 18.

### **24. Payment of workers and sub-supplier**

- 24.1. At the request of the Supplier and out of moneys payable to the Supplier the Principal may on behalf of the Supplier make payment directly to a worker or sub-supplier.
- 24.2. If a worker or sub-supplier obtains a court order in respect of moneys unpaid and produces the court order to the Principal, the Principal may pay the amount of the order, and costs included in the order, to the worker or sub-supplier and the amount paid must be a debt due from the Supplier to the Principal.
- 24.3. After the making of a sequestration order or a winding up order in respect of the Supplier, the Principal must not make any payment to a worker or sub-supplier without the agreement of the official receiver or trustee of the estate of the bankrupt or the liquidator as the case may be.

### **25. Assignment and subcontracting**

- 25.1. The Supplier must not assign or subcontract the Supply of Goods, any part thereof, or any payment without prior written approval of the Superintendent. The Supplier must not, without prior written approval of the Superintendent, allow a sub-supplier to subcontract the Supply of Goods. The Superintendent may, in its entire discretion and without giving reasons, reject any request for approval by the Supplier. All requests for approval to subcontract or sub subcontract pursuant to this clause must be given by the Supplier to the Superintendent in the form attached to these Conditions.

### **26. Machinery of Government**

- 26.1. The Principal may assign, novate or otherwise deal with its interests under the Contract to another Queensland Government department, agency or body at any time.

# Request to subcontract

Pursuant to clause 25.1 of the Conditions of Contract, I request approval to enter into a subcontract for the following:

<b>To</b> (QBuild)		<b>Region</b>	
<b>From</b> (Contractor)		<b>ABN</b>	
<b>Contract Title</b>		<b>Contract Number</b>	
<b>Contract Location</b>			
<b>Details of proposed subcontractor or sub subcontractor (complete another form for more than one)</b>			
<b>Name</b>			
<b>ACN (if a company)</b>		<b>ABN</b>	
<b>Address</b>			
<b>Relevant Licence No.</b>			
<b>Particulars of the work/s to be subcontracted</b>			
<b>Reason for the work being subcontracted</b>			
<b>Total value of proposed subcontract (if applicable)</b>			
<b>Contractor's certification</b>			
I confirm that the proposed subcontractor:			
1. <input type="checkbox"/> is a local supplier as described by the Queensland Procurement Policy; or <input type="checkbox"/> is not a local supplier as described by the Queensland Procurement Policy and evidence is attached demonstrating the Contractor's efforts to source a local supplier; and			
2. is compliant with the Ethical Supplier Threshold;			
3. is not subject to a current sanction under the Ethical Supplier Mandate; and			
4. has been informed of the existence of the <i>Building Industry Fairness (Security of Payment) Act 2017</i> (Qld); and			
5. either:			
(a) has a personal services business determination in effect from the Australian Taxation Office under the <i>Income Tax Assessment Act 1997</i> (Cth); or			
(b) has been informed of the existence of the <i>Building Industry Fairness (Security of Payment) Act 2017</i> (Qld);			
(c) in relation to the work to be performed under the subcontract:			
(i) will be paid to achieve a specified result or outcome;			
(ii) is required to supply the plant and equipment or tools of trade needed to perform the work; and			
(iii) will be liable for the cost of rectifying any defect in the work performed.			
I warrant that if approval is granted, the subcontract will be entered into in accordance with the above and will ensure the subcontractor (any sub subcontractors):			
<ul style="list-style-type: none"> <li>understands, acknowledges, and complies with any obligations and responsibilities in accordance with the Contract conditions, legislative requirements, and <i>Conditions of Working with QBuild – Supplier of Goods</i>,</li> <li>holds the necessary qualifications, insurance, and licences to carry out the works and ensure all workers completes the QBuild Work Health and Safety <a href="#">online induction</a> training before attending site, and</li> <li>understands, acknowledges, and complies with the principles of the Queensland Procurement Policy and any requirements under Contract in this regard.</li> </ul>			
I understand this does not in any way operate as an authority to transfer any of my responsibility to the subcontractor and in no way relieves me of my obligations and liabilities under the Contract or under Legislation.			
<b>Name and Title</b>			
<b>Signature</b>		<b>Date</b>	
<b>Subcontractor / Sub subcontractor declaration</b>			
I have reviewed the information available on the Australian Tax Office website " <a href="#">Difference between employees and contractors</a> " and, after applying this information to my relationship with the Contractor, I confirm I am a genuine subcontractor.			
<b>Name and Title</b>			
<b>Signature</b>		<b>Date</b>	

*QBuild use only (If approved - a copy must be returned to the Contractor and retained on site and be produced, if requested, by a QBuild representative)*

<b>Subcontractor Rejected</b>	<input type="checkbox"/>	<b>Subcontractor Approved</b>	<input type="checkbox"/>	<b>Date</b>	
<b>Name:</b>		<b>Signature:</b>			