

## 1. NATURE OF SUBCONTRACT

This subcontract (**Subcontract**) contains the entire agreement between parties relating to the Works. Any other term, condition, or requirement of the Subcontractor relating to the Works is excluded.

## 2. WORKS

The Subcontractor shall complete the Works:

- a) in a proper and workmanlike manner in accordance with Contractor's directions and this Subcontract, including the Special Conditions, if any;
- b) so that the Works are fit for their intended purpose; and
- c) in accordance with the information and documents provided making up the definition of Works under Schedule 1 to the Agreement.

## 3. COMMENCEMENT AND COMPLETION

- a) The Subcontractor shall commence the Works by the Date for Commencement and regularly and diligently continue with the Works so that they reach completion by the Date for Completion.
- b) The Works shall have reached completion when they are in a state capable of being used for their stated purpose, determined by the Contractor, together with full satisfaction by the Subcontractor of any other requirements stated in this Sub-Contract (**Completion**).
- c) The Contractor may grant the Subcontractor an extension of time to the Date for Completion for any act, default or omission of the Contractor that delays the Subcontractor in bringing the Works to completion by the Date for Completion but for no other reason (unless otherwise stated), provided the Subcontractor notified the Contractor within the earlier of 14 days or within 2 Business days less than the number of days prescribed under the Head Contract that the Contractor must notify the Principal of the delay event occurring. For the avoidance of doubt, any failure of the Contractor to grant the Subcontractor an extension of time where the Subcontractor is so entitled will not cause the Date for Completion to be set at large.
- d) The Contractor may, at its absolute discretion unilaterally extend the Date for Completion for any reason. This clause is for the Contractor's benefit and the Contractor will not be required to exercise its discretion under this clause for the benefit of the Subcontractor.
- e) The granting of an extension of time to the Date for Completion will be the Subcontractor's sole remedy for delays caused by the Contractor's acts, default or omissions. The Subcontractor will have no other claim against the Contractor, including a claim for any delay costs or damages that it may incur as a result of the delay.
- f) If the Subcontractor fails to complete the Works by the Date for Completion, the Subcontractor shall pay the Contractor liquidated damages calculated in accordance with the rate set out in Schedule 1 for each day after the Date for Completion that the Works remain incomplete. Both the Contractor and the Subcontractor agree that any liquidated damages payable by the Subcontractor are a genuine pre-estimate of the damages likely to be suffered by the Contractor if the Subcontractor fails to complete the Works by the Date for Completion.

## 4. EXECUTION OF THE WORKS

The Subcontractor shall:

- a) promptly inform the Contractor if any information or document provided by the Contractor contains any ambiguity or inaccuracy;
- b) regularly consult with the Contractor regarding the execution of the Works;
- c) fully co-operate with, and co-ordinate its work with the work of, the Contractor, its other contractors and agents. Any work on Site shall be executed during ordinary Site working hours as provided in the Head Contract or as agreed in writing between the parties;
- d) ensure that each person who performs the Works:
  - I. holds all appropriate licenses, and certificates;
  - II. is experienced, competent and qualified; and
  - III. complies with the Contractor's Site requirements, including without limitation those relating to industrial relations, safety, site induction, environmental, and community relations.
- e) keep the Works clean and tidy as they proceed and on completion remove all its plant and equipment and leave the Works ready for immediate use or occupation;
- f) remove from the Works any person who in the opinion of the Contractor is incompetent or misconducts themselves;
- g) do all things necessary and incidental for the proper execution of Works; and
- h) at its cost comply with the Contractor's directions with regard to testing and inspection of the Works.
- i) If the Subcontractor fails to comply with any of its obligations under this clause 4(a), the Contractor may, in its sole and absolute discretion and without notice to the Subcontractor carry out that obligation on the Subcontractor's behalf. Any costs that the Contractor incurs in carrying out that obligation will be a debt due and payable by the Subcontractor to the Contractor.
- j) Any comment, approval, consent or direction by the Contractor shall not relieve the Subcontractor from, or on any way diminish or affect, the Subcontractors' obligations under this Subcontract.

## 5. HEAD CONTRACT OBLIGATIONS

- a) The Subcontractor acknowledges that:
  - I. the Contractor has been engaged by the Principal under the Head Contract to perform particular works at the Site;
  - II. the Subcontractor has been engaged by the Contractor to perform the Works, which forms part of the works under the Head Contract; and
  - III. the Contractor is required to ensure that its subcontractors comply with the Head Contract and may be liable to the Principal for any breach of the Head Contract by its subcontractors.
- b) The Subcontractor warrants that it will, at all times comply with the terms set out in the Head Contract and not act in any way that will cause the Contractor to suffer loss or damage as a result of the Subcontractor's breach of the Head Contract.

- c) The Subcontractor agrees to fully indemnify the Contractor against any costs, losses, damages, expenses, liability or claim whatsoever that the Contractor incurs as a result of the Subcontractor failing to comply with the Head Contract.

## 6. CARE OF THE WORK

- a) The Subcontractor is responsible for the whole of the Works from and including the Date for Commencement to 4:00 pm on the day the Works reach Completion, at which time the responsibility for the care of the Works will pass to the Contractor. The Subcontractor will be responsible for the care of any unfixed items accounted for in a progress certificate and the care and preservation of things entrusted to the Subcontractor by the Contractor or brought onto the Site by the Subcontractor for carrying out the Works;
- b) If loss or damage occurs to the Works during the period of the Subcontractor's care, the Subcontractor must, at its cost rectify such loss or damage; and
- c) If any loss or damage is not rectified within 7 days of the event causing the loss or damage, then the Contractor may make good the loss or damage and all costs incurred by the Contractor will be a debt due from the Subcontractor to the Contractor and capable of being deducted from the Subcontract Sum.

## 7. PROTECTION OF PEOPLE AND PROPERTY

- a) a) The Subcontractor must:
  - I. take all measures necessary to protect people and property;
  - II. avoid unnecessary interference with the passage of people and vehicles; and
  - III. prevent nuisance and unreasonable noise and disturbance.
- a) If the Subcontractor damages property, the Subcontractor must promptly rectify the damage and pay compensation which the law requires the Subcontractor to pay;
- b) If the Subcontractor fails to comply with an obligation under this clause, the Contractor may have the obligation performed itself or by others. The costs incurred by the Contractor in doing so will be a debt due from the Subcontractor to the Contractor;
- c) The Subcontractor hereby agrees to indemnify the Contractor against any loss or damage whatsoever to the Contractor's property.

## 8. LATENT CONDITIONS

- a) The Subcontractor acknowledges and accepts that it made satisfactory due diligence investigations into the Works and will only be entitled to a variation to the Subcontract Sum or any other remedy if it is delayed or caused to incur more costs in performing the Works because of a Latent Condition and only in the event the Contractor is entitled to a variation under the Head Contract.
- b) In this clause 'Latent Conditions' means any physical conditions on the Site which differ materially from the physical conditions which should reasonably have been anticipated by a competent subcontractor at the time the Subcontract was entered into and had the Subcontractor considered all information influencing risk allocation and reasonably obtainable by the making of reasonable enquiries.

## 9. REGULATIONS

- a) The Subcontractor shall give all notices, pay all fees, and obtain all licenses, required for the execution of the Works. If the Subcontractor fails to do so, the Contractor may, in its sole and absolute discretion and without notice to the Subcontractor carry out that obligation on the Subcontractor's behalf. Any costs that the Contractor incurs in carrying out that obligation will be a debt due and payable by the Subcontractor to the Contractor.
- b) The Subcontractor shall ensure that the Works, and the execution of the Works, comply with:
  - I. all requirements of this Subcontract, the Building Code of Australia, applicable Australian standards, laws, regulations, by-laws and codes of practice; and
  - II. the requirements of all government, statutory, and regulatory authorities or bodies having jurisdiction with respect to the Works.

## 10. PLANT AND EQUIPMENT

- a) The Subcontractor shall be responsible for the care of its plant and equipment. The Contractor shall have no liability for any loss of, or damage to, the Subcontractor's plant and equipment.
- b) To the extent permitted by law, no representation, warranty or other liability on the part of the Contractor is implied or created as to the condition or suitability of any plant or equipment made available to the Subcontractor by the Contractor. The Subcontractor uses such plant and equipment entirely at its own risk.

## 11. VARIATIONS

- a) The Subcontractor shall only vary the order, timing or scope of the Works (including by omission) as directed by the Contractor in writing. No payment will be made to the Subcontractor on any account for a change to the order, timing or scope of the Works not directed in writing by the Contractor;
- b) The price of any variation shall be added to or deducted from the Subcontract Sum. Should the parties not agree on the price for a variation within 7 days of a variation direction, the Contractor shall determine a reasonable rate or price for the variation or, at its option; the Contractor may have the variation carried out by others.
- c) Despite clause 11, if a variation under this Subcontract arises from a variation directed under the Head Contract, the value of the variation for this Subcontract will be no greater than the value of the variation under the Head Contract. The Subcontractor will be bound by, and has no claim in connection with, the variation in excess of the valuation of the variation under the Head Contract.
- d) Without limiting the Contractor's rights, the Contractor may at any time omit all or any part of the Works and undertake those omitted works itself or engage others to do so and the Subcontractor will have no claim against the Contractor.

## 12. DEFECTS

The Subcontractor shall maintain the Works until Completion and thereafter make good all defects or omissions in the Works prior to the expiration of Defect Liability Period. If during the Defects Liability Period the Contractor finds that any part of the Works are not in accordance with the requirements of this Subcontract,

including any Schedules or Annexures attached hereto, the Contractor may, at its option:

- a) require the Subcontractor to, at its own cost and expense, remedy, redo or make good the defective Works;
- b) rectify or remedy the defective Works (and employ third parties as may be necessary to achieve this) which costs incurred will be deemed a debt due from the Subcontractor to the Contractor and may be set off from any amount the Contractor might owe the Subcontractor;
- c) elect to not rectify the defective Works and require the Subcontractor to pay the Contractor an amount equivalent to the reduction in the value of the Works caused by the defect (as determined by the Contractor, acting reasonably); or
- d) access any Security to make good any defects if the Subcontractor does not do so within the time required by the Contractor.

### 13. INDEMNITY/INSURANCE

- a) The Subcontractor shall indemnify the Contractor against any liability, cost, loss, expense, damage or claim (including without limitation for death or personal injury) caused by the act, default or omission of the Subcontractor, its employees, contractors or agents.
- b) Before commencing the Works, the Subcontractor shall, until Completion of the Works (unless otherwise stated), effect and maintain the insurances specified in Schedule 1.
- c) The insurances specified in Schedule 1:
  - I. must be on terms and with an insurer satisfactory to the Contractor;
  - II. be for an amount not less than the sum stated in Schedule 1;
  - III. be in the joint names of the Contractor, the Principal (if any) and the Subcontractor; and
  - IV. include a cross liability clause in which the insurer agrees to waive all rights of subrogation or action against any of the persons comprising the insured.
- d) The Subcontractor shall give the Contractor evidence that all insurances have been effected and that they are current from time to time.
- e) If the Subcontractor fails to produce evidence of compliance with its insurance obligations to the reasonable satisfaction of the Contractor, the Contractor may effect and maintain the insurance and pay the premiums. The amount paid will be a debt due from the Subcontractor to the Contractor.
- f) If Schedule 1 provides that the Contractor is responsible for effecting contract works insurance, the Subcontractor will be required to pay the excess set out in Schedule 1 before it is entitled to make a claim under that policy.

### 14. PAYMENT

- a) At the times required by Schedule 1, the Subcontractor shall submit progress claims in a form acceptable to the Contractor.
- b) Within ten Business Days of receiving the Subcontractor's progress claim, the Contractor will assess the progress claim and issue to the Subcontractor a progress certificate, setting out the amount that, in the Contractor's reasonable opinion is due to the Subcontractor. The Contractor will pay the Subcontractor the amount set out in the progress certificate

within the time stated in Schedule 1. The Subcontract Sum shall not be subject to rise and fall. Any payment shall be on account only.

- c) The payment method shall be by either electronic funds transfer (EFT) to the Subcontractor's nominated bank account or cheque. The Subcontractor must provide its BSB and account details in writing to facilitate payment.
- d) The Contractor may retain as Security, moneys becoming due under this Subcontract in accordance with Schedule 1 or the Subcontractor may provide a bank guarantee for the amount set out in Schedule 1 in a form acceptable to the Contractor. Security held by the Contractor shall be released in accordance with the times set out in Schedule 1.
- e) As a condition precedent to any obligation on the Contractor to make any payment to the Subcontractor on any account, the Subcontractor must not have breached this Subcontract and must give the Contractor a statutory declaration in a form acceptable to the Contractor (note that form may be amended at any time by the Contractor to reflect changes in legislation after the date of the Subcontract) and evidence satisfactory to the Contractor that:
  - I. the insurances required by this Subcontract have been effected and maintained; and
  - II. the Subcontractor has satisfied all of its statutory obligations with respect to the execution of the Works.
  - III. all of the Subcontractors employees and Subcontractors have been paid in full.
- f) The Contractor may deduct from any moneys payable to the Subcontractor any moneys that are or may become payable by the Subcontractor to the Contractor.
- g) Following payment by the Contractor of the Subcontractors final progress claim, the Subcontractor irrevocably releases and forever discharges the Contractor from any further payment obligation under the Agreement or otherwise.
- h) Unless otherwise agreed, 'Business Days' has the meaning given to it by the *Building Industry Fairness (Security of Payment) Act 2017*.

### 15. NOTICES

Any notice to be given under or in connection with this Subcontract, shall be in writing and delivered by hand, post, facsimile or email at the address for the recipient stated above.

### 16. SUB-SUBCONTRACTING

The Subcontractor shall not:

- a) assign, charge or encumber this Subcontract, or any interest in it; or
- b) sub-subcontract the whole or any part of it, without the written consent of the Contractor.

If the Subcontractor subcontracts any of the Works, the Subcontractor remains fully responsible and liable for the Works and is liable to the Contractor for any acts or omissions of its subcontractors as if they were acts or omissions of the Subcontractor.

## 17. DEFAULT

- a) The Contractor may by written notice terminate this Subcontract if, in the reasonable opinion of the Contractor, the Subcontractor:
  - I. experiences an Insolvency Event;
  - II. fails to proceed with the Works in a regular and diligent or in a competent manner;
  - III. fails to complete the Works by the Date for Completion; or
  - IV. commits any breach of this Subcontract.
- a) If the Contractor terminates this Subcontract, the Contractor shall only be liable to pay the Subcontractor for work already carried out by the Subcontractor, less any cost, loss, expense or damage the Contractor has or is likely to incur as a result of the Subcontractor's breach. The Subcontractor will have no other claim whatsoever against the Contractor, including a claim for any consequential, indirect, economic or special loss or damage.
- b) Termination shall not prejudice any right of the Contractor to recover from the Subcontractor damages for any breach of this Subcontract.
- c) In this clause an 'Insolvency Event' includes any of the following events occurring in relation to the Subcontractor:
  - I. a liquidator, receiver, receiver and manager, administrator, official manager or other controller (as defined in the Corporations Act 2001 (Cth)), trustee or controlling trustee or similar official is appointed over any of the property or undertaking of the Subcontractor;
  - II. the Subcontractor or the Subcontractor's property or undertaking becomes subject to a personal insolvency arrangement under part X Bankruptcy Act 1966 (Cth) or a debt agreement under part IX Bankruptcy Act 1966 (Cth);
  - III. the Subcontractor is, or becomes unable to, pay its debts when they are due or is or becomes unable to pay its debts within the meaning of the Corporations Act 2001 (Cth), or is presumed to be insolvent under the Corporations Act 2001 (Cth);
  - IV. the Subcontractor ceases to carry on business; or
  - V. an application or order is made for the liquidation of the Subcontractor or a resolution is passed, or any steps are taken to liquidate or pass a resolution for the liquidation of the Subcontractor, otherwise than for the purpose of an amalgamation or reconstruction.

## 18. TERMINATION OF HEAD CONTRACT

If the Head Contract is terminated for any reason, the Contractor may by notice terminate this Subcontract and shall only be liable to pay the Subcontractor for work already carried out by the Subcontractor. For the avoidance of doubt, the Subcontractor will have no other claim against the Contractor, including a claim for consequential, indirect, economic or special loss or damage or other amounts.

## 19. GOVERNING LAW

This Subcontract is subject to the laws of the State of Queensland.

## 20. TAX INVOICES

- a) Where required under law or as directed by the Contractor, the Subcontractor will issue a tax invoice in respect of any supply by the Subcontractor under this Subcontract.
- b) Each of the parties warrants that it is registered for GST at the date of this Subcontract and it shall notify the other party if it ceases to be so registered. The Contractor shall notify the Subcontractor if it ceases to satisfy any of the requirements of the Ruling.
- c) The Contractor can issue tax invoices in respect of supply by the Subcontractor under this Subcontract (an "RCTI" - Recipient Created Tax Invoice) and Subcontractor indemnifies the Contractor for any liability for GST and any penalty that may arise from an understatement of the GST payable on any supply for which the Contractor issues an RCTI.

## 21. LIABILITY

- a) Except where contrary timeframes are stated and required to be adhered to by the Subcontractor in Clauses 3(c), 6, 8 and 11(b) in the Agreement, the Contractor shall not be liable for, and is released from, any claims of any nature not notified to it in writing on the earlier of within 14 days of the occurrence of the event or circumstance giving rise to the claim, together with full particulars of the claim or the timeframes stated under the head Contract relating to same.
- b) Upon the Subcontractor accepting the final payment from the Contractor, the Subcontractor releases and discharges the Contractor from any and all claims, demands, liability and causes of action which the Subcontractor has or may have under or relating to this Subcontract. Such release shall be provided by the Subcontractor to the Contractor in a form acceptable to the Contractor.
- c) A party's liability for loss or damages for breach of this Subcontract is reduced to the extent that an act or omission of the other party, its employees or agents contributed to the loss or damage.
- d) Despite any other clause of this Subcontract, the Contractor's aggregate liability to the Subcontractor arising out of or in connection with the Works (whether under contract, in tort (including negligence), under statute or otherwise at law or in equity) is limited to the value of the Subcontract Sum.

## 22. DISPUTES

- a) A party claiming that a dispute has arisen out of, or in connection with, or relating to this Subcontract or the Works shall notify the other party in writing specifying in detail the dispute and its claim.
- b) Within 14 days of receipt of that notice, senior managers of the parties shall meet and negotiate in good faith in an attempt to resolve the dispute.
- c) If the dispute is not resolved within 28 days of the receipt of the notice the Contractor may nominate a mediator recognised by the Queensland Arbitration Authority to determine the dispute.
- d) Any determination by the Authority, in accordance with Clause 22c, will be binding on all parties

## 23. SUSPENSION

The Contractor may, at any time by notice in writing to the Subcontractor:

- a) suspend the performance of the Works; and
- b) direct the Subcontractor to recommence the performance of the Works.

The Subcontractor will have no claim of any kind against the Contractor arising out of any suspension.

## 24. TERMINATION FOR CONVENIENCE

The Contractor may, at any time by notice in writing to the Subcontractor terminate the Subcontract for its sole convenience. If the Subcontract is terminated under this clause, the Contractor will pay the Subcontractor the reasonable costs necessarily incurred by the Subcontractor in performing the Works (to the Contractor's satisfaction) up to the date that the Subcontract is terminated, including where applicable, any reasonable demobilisation costs. The Subcontractor shall have no other claim whatsoever, including a claim for consequential, indirect, economic or special loss, damage or other amounts.

## 25. INCONSISTENCY

The parties agree to comply with the Subcontract Terms and Conditions. In the case of any discrepancy or inconsistency between these Subcontract terms and conditions and the subcontractors quote the subcontract Terms and Conditions will take precedence to the extent of the discrepancy or inconsistency.

## 26. BIF

- a) The Subcontractor must:
  - I. promptly and without delay give the Contractor a copy of any written communication of whatever nature in relation to the Building Industry Fairness (Security of Payment) Act 2017 (BIF) (including, without limitation, a payment claim under the BIF) which the Subcontractor receives from a secondary subcontractor; and
  - II. ensure that each secondary subcontractor promptly and without delay, gives the Contractor a copy of any written communication of whatever nature in relation to the BIF (including, without limitation, a payment claim under the BIF) which the secondary subcontractor receives from another party.
- a) If the Subcontractor suspends the whole or part of the Works pursuant to the BIF:
  - I. the Subcontractor may be granted an extension of time to the Date for Completion; and
  - II. subject to any payment owed under the BIF, the Contractor shall not be liable for any costs, expenses, damages, losses or other liability or claim whatsoever suffered or incurred by the Subcontractor as a result of the suspension.

## 27. SUBCONTRACTOR'S WARRANTY AND GUARANTEE FOR GOODS/SERVICES

- a) In the event that goods or services or a combination of goods and services are supplied as part of the Works, in addition to any condition or warranty implied by law, the Subcontractor warrants that the Works:

- I. Shall be new and of first class materials and of sound workmanship and that the Subcontractor will make good or replace any defects or defective parts therein which, under proper use, may appear.
  - II. In the case of custom manufactured Works, the Subcontractor will warrant the Works for 30 months from the date of dispatch or within 24 months of the date of commissioning (whichever is the earlier) and which are proved to be due solely to the use of defective materials or faulty workmanship.
  - III. Are of merchantable quality, not defective and fit for the purpose for which the Contractor and /or the Principal requires them; and
  - IV. Are in accordance with the express requirements, if any, stated in this Agreement, including any Specifications contained in Schedule 2 and/or Drawings contained in Schedule 3. The Subcontractor shall also provide the Contractor, a written warranty and/or guarantee where such is required by the Contractor and/or Principal.
- b) The Subcontractor shall ensure that any warranty must run directly to and be enforceable by the Principal so named under the Head Contract. The warranty is to be extended for a period equal to the period that the goods or materials cannot be operated as a result of a defect and/or deficiency.
  - c) In respect of extended warranty, the Subcontractor must use reasonable efforts when requested by the Contractor to assist in enforcing such warranties.

## 28. DELAY

For the avoidance of doubt, if the supply of the goods and/or services forming part of the Works does not occur or is delayed for whatever reason, the Supplier/Subcontractor will not be entitled for an extension of time to deliver the Works and will indemnify the Contractor for any loss suffered whatsoever by the Contractor for the delay or non-delivery.

## 29. DESIGN

### 29.1 Definitions and Amendments

Design Documentation means all design documentation (including drawings, specifications, models, samples and calculations) in computer readable and written forms necessary for the Subcontractor to complete any part of the Works which is not fully designed or documented in the documents supplied by the Contractor.

### 29.2 No Obligation to check

The Contractor owes no duty to the Subcontractor to check the Design Documentation submitted by the Subcontractor for errors, omissions or compliance with the requirement of this Subcontract. No check of, comments upon or rejection of the Design Documentation or any other direction by the Contractor about the Design Documentation will:

- a) Relieve the Subcontractor from or alter or effect the Subcontractor's liabilities or responsibilities under this agreement or otherwise; or
- b) Constitute a variation.

### 29.3 Warranties

- a) Subcontract Warranties - These warranties are in addition to the warranties provided by the Subcontractor in accordance with this Subcontract. The Subcontractor warrants to the Contractor that the Subcontractor;
- I. Shall exercise due skill, care and diligence in the preparation and completion of the Design Documentation;
  - II. Has examined and checked the design provided by the Contractor and that it is suitable and adequate for the preparation and completion of the Design Documentation; and
  - III. Shall prepare and complete the Design Documentation so as that at completion of the works, the works shall to the extent they are designed by the Subcontractor, be and will remain at all relevant times fit for their intended purpose.
- b) Warranties Unaffected - The Subcontractor acknowledges the warranties in clause 29.3a shall remain unaffected notwithstanding;
- I. That design work has been carried out by or on behalf of the Contractor and provided to the Subcontractor;
  - II. Any check of the Design Documentation carried out by the Contractor; and
  - III. Any variation agreed in accordance with this Subcontract.

## 29.4 Copyright

Copyright in the Design Documentation vests in the Contractor upon its creation.

## 29.5 Termination

If this Sub-Contract is terminated for any reason, the Subcontractor shall hand over to the Contractor (in Hard copy & electronic form) the original and all sets and copies (including the latest copy) of all Drawings and Design Documentation, whether complete or not.

## 30. WORKPLACE HEALTH & SAFETY

All workers on site must

- a) Conduct works in a manner that shall comply with the *Workplace Health and Safety Act 2011*, associated Regulations and within such relevant Federal, State and Local Laws as are applicable to the work and shall have paid all relevant fees associated with the works.
- b) Not cause hazard or risk of injury or damage to the Principal; contractors; employees; proprietors or the general public.
- c) Obey any reasonable safety direction of the Principal or Contract Supervisor, their WHSE Advisor and shall, where applicable, conform to Shadforth safety policies, procedures and rules. No action by Principal or Contract Supervisor, including the giving of any directive, shall relieve subcontractors of any obligation under this Contract or at Law.
- d) Make available a copy of Work Method Statements or Construction Safety Plan to the Principal Superintendent for works that shall be deemed "*high risk construction activity*" or is deemed "*construction work*", or "*demolition work*".
- e) At all times, wear mandatory and appropriate, Personal Protective Equipment as deemed necessary by statutory requirements, the Principal or his Contract Supervisor.
- f) Understand that any works that are carried out in any manner which does not comply with the requirements of *Workplace Health and Safety 2011* shall constitute a breach of Contract and shall constitute grounds for the contract to be suspended or terminated by a Superintendent of Shadforth.
- g) Understand that upon notification of a WHS non-compliance, Shadforth WHSE Advisor has the right to enter a site under direction of the Contract Supervisor to conduct a workplace health and safety inspection in consultation with the principal contractor, Subcontractor and/or Subcontractor's representative.
- h) Should a dispute occur pertaining to work methods which cannot be solved to the mutual satisfaction of the Contract Supervisor and the Subcontractor, a representative of Workplace Health and Safety Queensland shall arbitrate in a dispute to the satisfaction of the Department.