



Subcontract for Labour Hire Services

[insert project number and
name]

Select Georgiou Entity(Georgiou)

[Insert name of Supplier] (ABN)(Supplier)

Project Document #:



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Details

Form of Agreement

This Contract is made the [insert date] day of Select Month, Select Year

BETWEEN: **Select Georgiou Entity**
68 Hasler Rd, Osborne Park, Western Australia 6017
(Georgiou)

AND: **[Insert name of Supplier] (ABN [Insert ABN])**
[Insert Supplier Address]
(Supplier)

Background

- A Georgiou wishes to engage the Subcontractor to provide labour hire services under the Subcontract.
- B The Subcontractor agrees to enter into this subcontract to provide labour hire services under the Subcontract.

Agreement

The Obligations of the Parties

- 1) The Subcontractor agrees to provide the labour hire services in accordance with this Subcontract for the Subcontract Price.
- 2) Georgiou agrees to pay the Subcontractor the Subcontract Price in accordance with the Subcontract.

The Subcontract Documents

The documents that comprise the Subcontract are:

- 1) This Form of Agreement;
- 2) Special Conditions;
- 3) The General Conditions;
- 4) Schedules 1-5, excluding any Special Conditions;
- 5) [Insert other documents e.g. the Preliminaries, Specifications, Drawings; and Other documents].

Precedence

In the event of any ambiguity, discrepancy or conflict occurring between the documents that comprise the Subcontract, the order of precedence is set out above, from highest to lowest.

Signed as an agreement

Signed for and on behalf of Georgiou:

In the presence of:

 Signature



 Signature of Witness



 Name

 Name of Witness

Signed for and on behalf of the Subcontractor:

In the presence of:

 Signature



 Signature of Witness



 Name

 Name of Witness

General Conditions

1 PERFORMANCE OF THE SERVICES

1.1 Performance

- a) The Subcontractor must provide the Services in accordance with and as specified in the Subcontract.
- b) Georgiou will, subject to the terms of this Subcontract, pay the Subcontractor the Subcontract Price, adjusted by any additions or deductions made under the Subcontract.
- c) The Subcontractor must:
 - I. comply with any reasonable direction given to it by Georgiou in respect to the Services; and
 - II. keep Georgiou fully informed in respect of all aspects of the Services; and
 - III. comply with any reporting or meeting requirements directed by Georgiou.

1.2 Subcontractors Obligations

- a) The Subcontractor is responsible for selecting, engaging or appointing the Workers to perform the Services.
- b) The Subcontractor must ensure the Workers:
 - I. are competent, skilled, experienced and qualified in the type of work they are undertaking for Georgiou and are registered and licensed for the purposes of or incidental to the execution of the Services;
 - II. comply with all safety criteria and occupational health and safety laws in the performance of the Services; and
 - III. comply with Georgiou's safety and health management system and all procedures, policies and plans and directives.
- c) Georgiou may at any time withdraw its approval for any Worker to provide the Services if in Georgiou's reasonable opinion that Worker does not meet the required standards set out in the Subcontract.

Within 5 days of notice by Georgiou that approval to use the particular Worker has been withdrawn, the Subcontractor must immediately take steps to:

- I. remove the Worker;
 - II. ensure that there is no interruption to the provision of Services; and
 - III. if requested by Georgiou, provide an alternative Worker acceptable to Georgiou.
- d) The Subcontractor must:
- I. agree to notify Georgiou in writing prior to the replacement or removal of any Works;
 - II. before any Workers leave or are removed by the Subcontract, the Subcontractor will replace each Worker with a person of comparable skill, experience and qualification, and obtain Georgiou's prior written approval to such replacement Workers;
 - III. ensure that each of the Workers are available at the time set out in this Subcontract or as otherwise required in writing by Georgiou; and
 - IV. ensure that the Workers properly perform their roles and responsibilities in accordance with this Subcontract or as otherwise agreed to in writing by Georgiou.

1.3 Relationship

- a) The parties' relationship is one of principal and independent contractor, not employer and employee, principal and agent or partnership.
- b) No contractual or employment relationship will arise between any Worker and Georgiou as a result of this agreement.
- c) The Subcontractor does not have the right or authority to act on behalf of or bind Georgiou, and will not indicate to any third party that it has that right or authority unless the Subcontractor has been expressly authorised by Georgiou in writing.

- d) Apart from the Subcontract Price, neither the Subcontractor nor the Workers are entitled to any Workers Entitlements, or any similar entitlement from Georgiou. The Subcontractor is solely responsible for providing the Workers with these entitlements.
- e) The Subcontractor is responsible for making appropriate tax deductions and payments and superannuation contributions in respect of any payments or benefits provided to the Subcontractor by Georgiou or to the Workers by the Subcontractor.

1.4 Workers' Entitlements

The Subcontractor will be responsible for the Workers' Entitlements of all Workers and will indemnify Georgiou against the payment or non-payment of any Workers' Entitlements to any of the Workers.

1.5 Time for commencement

- a) The Subcontractor must commence the Services under the Subcontract on the Commencement Date for the Term.
- b) Georgiou may, at its option, extend the Term as many times and for such period as is identified in Item 3 of Schedule 1 by giving the Subcontractor notice of its intention to extend at least four weeks before the last day of the Term.
- c) The amount payable by Georgiou to the Subcontractor for any extended period will be calculated on the same basis as the Subcontract Price unless the Subcontractor demonstrates to Georgiou's satisfaction that its costs have increased and that an amendment to the calculation of the Subcontract Price is justified.
- d) If Georgiou extends the Term, then the terms and conditions of this Subcontract will apply to all Services undertaken during the extended period.

2 WARRANTIES

The Subcontractor represents and warrants that:

- a) It and any Workers provided to Georgiou possess the necessary skills, qualifications, training and expertise to undertake the Services required by Georgiou;
- b) The Services will:
 - I. match the description in this Subcontract;

- II. be performed by Workers that will exercise appropriate skill, care and diligence;
- III. be performed by appropriately qualified and trained Workers;
- IV. comply with any relevant Legislative Requirements, standards of the Standards Australia Limited or such other standard as Georgiou may nominate; and
- V. be fit and suitable for any purpose expressed in this Subcontract or any other purpose which Georgiou has made or makes known to the Subcontractor.

- c) It has all necessary resources available to it to undertake its obligations under the Subcontract;
- d) It has satisfied itself as to the correctness and sufficiency of the Subcontract Price in relation to all of its obligations under the Subcontract; and
- e) It is and will remain the holder of all Licences and registrations required to perform the Services and will promptly notify Georgiou of any change to its licensing or registration status.

The Subcontractor acknowledges that Georgiou has entered into this Subcontract in reliance on the representations and warranties given in this clause.

3 ACCESS AND COOPERATION

- a) Georgiou will allow the Subcontractor access to those parts of the Site sufficient for the Subcontractor to comply with its obligations under the Subcontract.
- b) The Subcontractor is not entitled to enter any part of the Site without the prior written consent of Georgiou's Representative.
- c) The Subcontractor agrees it will not have sole or exclusive possession of any part of the Site and its access may be non-continuous or hindered by other works.
- d) The Subcontractor is not entitled to make any Claim arising out of or in connection with any restriction, non-continuity or hindrance of access to the Site.

4 LEGISLATIVE REQUIREMENTS

The Subcontractor must, without being entitled to make a Claim, comply with all Legislative Requirements relating to the Services and obtain any necessary Licences or permits.

5 DOCUMENTS AND INFORMATION

5.1 Documents

The Subcontractor agrees that it will keep all documents relating to the Services under the Subcontract at the Site and will make them available to Georgiou, Georgiou's Representative or any person Georgiou nominates.

5.2 Georgiou-Supplied Information

The Subcontractor and Georgiou agree:

- a) That Georgiou-Supplied Information:
 - l. has been or will be provided only for the Subcontractor's convenience; and
- b) has not been and will not be relied upon by the Subcontractor for any purpose.
- c) The Subcontractor must satisfy itself as to the accuracy, completeness and adequacy of the Georgiou-Supplied Information.
- d) The Subcontractor has no Claim arising out of or related to any Georgiou-Supplied Information.

5.3 Discrepancies

- a) If an inconsistency, ambiguity or discrepancy between the documents forming the Subcontract exists, the Subcontractor must immediately notify Georgiou's Representative of such ambiguity, inconsistency or discrepancy.
- b) Georgiou's Representative may direct the interpretation to be adopted by the Subcontractor. The Subcontractor is not entitled to make any Claim in connection with the direction.

6 INDEMNITIES

The Subcontractor indemnifies Georgiou against any Claim or loss or damage which Georgiou is liable for in respect of:

- a) Death, disease or illness of, or personal injury to persons;
- b) loss of, or damage to, any real or personal property;

- c) any breach of the Subcontract by the Subcontractor,

to the extent that the Claim or loss or damage arises in any way in connection with the Subcontractor's performance or non-performance of the Services except to the extent such loss or damage was directly caused by an act or omission of Georgiou.

7 INSURANCES

From the Commencement Date, the Subcontractor must take out and maintain during the Subcontract the insurances set out in Item 4 of Schedule 1 - Subcontract Particulars for the prescribed periods with insurers approved by Georgiou. Prior to the Commencement Date the Subcontractor must provide evidence to Georgiou of its compliance with this clause.

Any public liability insurance policies must extend to cover Georgiou for its vicarious liability as principal arising from the Subcontractor's performance of the Services and must:

- a) include a cross-liability clause;
- b) include a waiver of subrogation in favour of Georgiou and its directions, officers and employees; and
- c) despite anything to the contrary elsewhere in the policy, not call into contribution any public liability policy held by the Principal or Georgiou, for any claim under the Subcontractor's public liability policy.

Any employers' indemnity insurance must, if permitted by law:

- a) contain a principal's indemnity extension for both statutory and common law liability in favour of Georgiou and its direction, officers and employees; and
- b) contain a waiver of subrogation in respect of both statutory and common law liability in favour of Georgiou and its directors, officers and employees.

As soon as practicable, the Subcontractor must inform Georgiou's Representative in writing of any occurrence that may, or which the Subcontractor ought reasonably expect may, give rise to an insurance claim under any policy of insurance.

The Subcontractor must ensure that it:

- l. does not do anything which prejudices any insurance;

- II. if necessary, rectifies anything which might prejudice any insurance;
- III. reinstates a policy if it lapses;
- IV. does not cancel, vary or allow to lapse an insurance policy;
- V. immediately notifies Georgiou's Representative of any event which may result in an insurance policy lapsing or being cancelled or being rendered ineffective; and
- VI. discloses full and true information to the insurer of all matters and things relevant to the insurance.

8 REPRESENTATIVES AND DIRECTIONS

- a) Georgiou's Representative is the person named in item 5 of Schedule 1 - Subcontract Particulars or the delegate of that person so notified by Georgiou's Representative to the Subcontractor.
- b) Georgiou's Representative has full authority to act on behalf of Georgiou in connection with the Subcontract.
- c) The Subcontractor must comply with any direction given by Georgiou's Representative.

9 INDUSTRIAL RELATIONS

- a) The Subcontractor must comply with all applicable Legislative Requirements concerning industrial relations and employment conditions.
- b) From the Commencement Date, the Subcontractor agrees, to the extent permissible under applicable Legislative Requirements, to comply with and be bound by the provisions of any award, enterprise/certified/workplace agreement, project agreement applicable to the Head Contract Works and the Services.
- c) The Subcontractor must take all steps and measures to avoid and to minimise the consequences of industrial disputes affecting the Services.
- d) The Subcontractor must promptly notify Georgiou's Representative of any industrial dispute that arises or is likely to arise among its employees or between its employees and the employees of other

subcontractors or the Principal's employees.

- e) The Subcontractor is not entitled to make any Claim in relation to any costs, loss or damage incurred in complying with this clause.
- f) If the Subcontractor breaches this clause and the breach results either directly or indirectly, in causing or contributing to any industrial action, the Subcontractor will indemnify Georgiou for any costs, losses or damage incurred as a result of the breach.

10 OCCUPATIONAL HEALTH AND SAFETY

The Subcontractor must:

- a) comply, and ensure that all persons for whom it is responsible including the Workers, comply with all Legislative Requirements concerning workplace health and safety;
- b) at its own costs, comply with all reasonable directions of Georgiou's Representative in relation to any potential or perceived breach of any Legislative Requirements concerning workplace health and safety;
- c) maintain appropriate safety precautions and programs so as to prevent injury to persons or damage to property;
- d) consult with and otherwise provide all information required by Georgiou and others who are on or adjacent to the Site to enable them to ensure that they can comply with all Legislative Requirements concerning workplace health and safety; and
- e) comply at all times with Georgiou's HSEQ Requirements as described, but not limited to, those in the Special Conditions.

11 VARIATIONS

- a) The Subcontractor must not vary the Services or the Subcontract except as directed by Georgiou's Representative.
- b) Georgiou's Representative may direct the Subcontractor to carry out a Variation. A direction is only valid if given in writing.
- c) Upon receipt of a direction under subclause (2) above, the Subcontractor must give a notice to Georgiou's Representative within 7 days setting out full particulars concerning the Subcontractor's reasons that the direction is a Variation and the

Subcontractor's estimate of any adjustment to the Subcontract Price.

- d) The amount payable or deductible in relation to Variations will be added or deducted from the Subcontract Price.
- e) The parties agree that a Variation must be valued as follows:
 - I. An agreed amount, if the parties have agreed to the value of the Variation;
 - II. If paragraph (i) does not apply and the Subcontract includes a Schedule of Rates or other provisions that specify rates for valuing Services performed under the Subcontract, then those rates or provisions will apply; or
 - III. If subclauses (i) to (ii) do not apply, an amount that is reasonable in all the circumstances having regard to the cost and the risk associated with the Variation.

12 PAYMENT

12.1 Progress Claims

- a) The Subcontractor must claim payment on a monthly basis progressively in accordance with the requirements set out in Item 6 of Schedule 1 - Subcontract Particulars.
- b) Each Progress Claim must be given in writing to Georgiou's Representative and must set out:
 - I. a description of the Services under the Subcontract that the Subcontractor has performed; and
 - II. substantiation (including documentary evidence) that the Services under the Subcontract have been performed.
- c) Georgiou's Representative may reject a Progress Claim issued by the Subcontractor on the basis that it is not made in accordance with this clause.

12.2 Progress Certificates

- a) Georgiou's Representative must, within 15 days after receiving a valid Progress Claim, value the Services performed by the Subcontractor (unless the Subcontract provides otherwise) and issue to Georgiou and the Subcontractor:

- I. a Progress Certificate evidencing the assessment of the moneys due from Georgiou to the Subcontractor and reasons for any difference; and
 - II. a Negative Certificate evidencing the assessment of moneys due from the Subcontractor to Georgiou pursuant to the Subcontract.
- b) If Georgiou's Representative does not issue a Progress Certificate within 15 days of receiving a valid Progress Claim, that Progress Claim will be deemed to be rejected by Georgiou's Representative.
 - c) Within 15 days after receiving a Progress Certificate and (if applicable) a Negative Certificate, Georgiou must pay to the Subcontractor the balance of the Progress Certificate after setting off amounts owing to Georgiou under the Subcontract as set out in any Negative Certificate.
 - d) If that setting off produces a negative balance, the Subcontractor must pay to Georgiou the negative balance within 15 days of receiving written notice from Georgiou demanding payment.
 - e) Payment of the Progress Certificate will be made within 30 days from the end of the month in which the Progress Claim was submitted. Payment of a Progress Claim will not constitute evidence that the work under the Subcontract has been carried out satisfactorily.
 - f) Payment will be payment on account only.

12.3 Interest

Interest at the rate set out in Item 7 of Schedule 1- Subcontract Particulars is due and payable for every day after the date of default in payment until actual payment is made.

12.4 Set Off

Georgiou may at any time (including in the assessment of a Progress Claim by Georgiou's Representative) set off against any monies owing to the Subcontractor, any costs, losses or damages incurred as a result of any act or omission of the Subcontractor or any moneys due and owing by the Subcontractor to Georgiou in connection with the subject matter of the Subcontract.

13 SUSPENSION

- a) Georgiou may, at any time, direct the Subcontractor by notice in writing to suspend all or any part of the Services.
- b) If the suspension was caused by a Force Majeure event or an act or omission of the Subcontractor, the Subcontractor is not entitled to any Claim in relation to the suspension.
- c) Upon being directed by Georgiou's Representative to recommence all or part of the Services, the Subcontractor must immediately recommence the Services.

14 TERMINATION

14.1 Breach Or Default

- a) Georgiou may give the Subcontractor a written notice to show cause if the Subcontractor breaches any provision of the Subcontract setting out full particulars of the breach and the particular time by which the Subcontractor must show cause (which must not be less than 7 days after the notice).
- b) If the Subcontractor fails to show reasonable cause by the time set out in the notice, Georgiou may by written notice to the Subcontractor terminate all or part of the Subcontractor and suspend any further payment to the Subcontractor.
- c) If the Subcontract is terminated, Georgiou may complete all or part of the Services taken out of the Subcontractor's hands.
- d) When the Services under the Subcontract taken out of the Subcontractor's hands has been completed, Georgiou's Representative will assess the cost thereby incurred and such costs will be certified as due and payable to Georgiou from the Subcontractor.

14.2 Insolvency

Either party may immediately terminate the Subcontract by notice to the other, upon the occurrence of any of the following events:

- I. A party informs the other in writing, or creditors generally, that the party is insolvent or is financially unable to proceed with the Subcontract;
- II. A writ of execution, instalment order, garnishee order, mareva injunction or similar order or

process is made, levied or issue against the party or in relation to any assets of the party;

- III. A party or its creditors seek relief against any insolvency law including the Bankruptcy Act 1966 (Cth) or the Corporations Act 2001 (Cth).

14.3 Termination For Convenience

- a) Georgiou may, at its sole and absolute discretion, terminate the Services for its convenience in whole or in part, at any time by providing a Notice to the Subcontractor.
- b) As its sole right and remedy, the Subcontractor is entitled to be paid the following upon a termination of all or part of the Services for convenience:
 - I. all amounts due and not previously paid to the Subcontractor for the Services completed prior to the Notice of termination, and for Services thereafter completed as specified in the Notice; and
 - II. all amounts which Georgiou is legally required to pay to the Subcontractor under or in connection with the Subcontract.
- c) If this clause applies, Georgiou may engage third party Subcontractors to conduct all or part of the Works.

15 CONFIDENTIALITY

- a) The Subcontractor:
 - I. may use Confidential Information only for the purposes of this Subcontract; and
 - II. must keep confidential, all Confidential Information, except where required by law to disclose any Confidential Information.
- b) If Georgiou considers that the Subcontractor is disclosing, or has disclosed, Confidential Information in breach of this clause, Georgiou may, by written notice to the Subcontractor, require the Subcontractor to return all documents and materials containing or based upon the Confidential Information.
- c) Upon receipt of such a notice, the Subcontractor must immediately return to Georgiou, all such documents and

materials, including the documents or materials provided to third parties.

16 INTELLECTUAL PROPERTY RIGHTS

- a) The Subcontractor hereby assigns to Georgiou all of its Intellectual Property Rights (other than third party Intellectual Property Rights) associated with the Services.
- b) This Subcontract does not transfer to Georgiou any Intellectual Property Rights in the Subcontractor's pre-existing Intellectual Property. The Subcontractor grants Georgiou a non-exclusive licence to use and reproduce such rights for the purposes of the Services.
- c) If a third party claims that the Subcontractor's pre-existing Intellectual Property Rights infringe their Intellectual Property Rights, the Subcontractor must indemnify Georgiou against any loss or damage that Georgiou may directly or indirectly sustain or incur because of the claim.

17 NOTICES

- a) A notice, demand, consent, approval or communication under this Subcontract (Notice) must be:
 - I. in writing; and
 - II. hand delivered, sent by prepaid post, by facsimile or email to the recipient's address for Notices set in Item 8 of Schedule 1-Subcontract Particulars.
- b) If sent by facsimile transmission, the Notice is deemed to be received when the sender's facsimile system generates a message confirming successful transmission of the entire Notice;
- c) If sent by electronic mail, the Notice is deemed to be received when the sender receives a read receipt.

18 MISCELLANEOUS

18.1 Liability for Indirect or Consequential Loss

Despite any other provision of this Subcontract, neither Georgiou nor the Subcontractor has any liability to each other, nor will they be entitled to make any Claim, in respect of any Indirect or Consequential Loss sustained as a result of any

act or omission of any of them (whether negligent or otherwise) or as a result of a breach of the Subcontract by any of them.

18.2 Entire Agreement

This Subcontract constitutes the entire agreement between the parties and supersedes all previous negotiations and communication.

18.3 Amendment

An amendment to this Subcontract must be in writing and signed by the parties.

18.4 Waiver

No party to this Subcontract may rely on the words or conduct of any other party as a waiver of any right unless the waiver is in writing and signed by the party granting the waiver.

18.5 Governing Law

This Subcontract is subject to and is to be construed in accordance with the laws specified in Item 9 of Schedule 1 and the parties submit the non-exclusive jurisdiction of the Courts of that State.

18.6 Assignment

The Subcontractor shall not without the written consent of Georgiou's Representative:

- I. assign this Subcontract or any interest in the Subcontract; or
- II. materially change the shareholding or beneficial ownership of the Subcontractor.

18.7 Severability

The parties agree that if part or all of any provision of this Subcontract is illegal or unenforceable it may be severed from this Subcontract and the remaining provisions of this Subcontract will continue in force.

18.8 Indemnities

All obligations to indemnify under this Subcontract survive termination of the Subcontract.

18.9 Goods and Services Tax

- a) In this clause, the expressions 'adjustment note', 'consideration', 'GST', 'input tax credit', 'supply', 'tax invoice', 'recipient' and 'taxable supply' have the meanings given to those expressions in the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

- b) Unless otherwise expressly stated in the Subcontract, all prices or other sums payable under this Subcontract are exclusive of GST.
- c) Despite any other provision in this Subcontract, if GST is payable by a supplier under this Subcontract, the recipient must pay to the supplier an amount equal to the GST payable on the supply by the supplier. Subject to receipt of a valid tax invoice, that amount must be paid at the same time that the consideration for the supply is to be provided under this Subcontract and will be provided in addition to the consideration expressed elsewhere in this Subcontract.
- d) If this Subcontract requires a party to reimburse any other party for any expense, loss or outgoing (reimbursable expense) incurred by another party, the amount required to be reimbursed by the first party will be the sum of:
 - I. the amount of the reimbursable expense net of input tax credits (if any) to which the other party is entitled in respect of the reimbursable expense; and
 - II. if the other party's recovery from the first party is a taxable supply, any GST payable in respect of that supply and for the avoidance of doubt, if the supply is a taxable supply, sub clause 18.9 will apply.
- e) If a GST inclusive price is changed or varied under this Subcontract, the supplier must provide the recipient of the supply a valid tax invoice or adjustment note at or before the time of payment or Variation.
- f) If the amount of GST paid or payable by the supplier on any supply made under this Subcontract differs from the amount of GST paid by the recipient, because the Commissioner of Taxation lawfully adjusts the value of the taxable supply for the purpose of calculating GST or for any other reason, then the amount of GST paid by the recipient will be adjusted accordingly by a further payment by the recipient to the supplier or the supplier to the recipient as the case requires.
- g) The Subcontractor must provide notice to Georgiou of its entitlement (or not) to claim input tax credits in respect of premiums paid for relevant insurances

under this Subcontract as soon as practicable after the date of this Subcontract.

- h) If the parties have entered into the Recipient Created Tax Invoice (RCTI) Agreement at Schedule 5:
 - I. Georgiou will issue the RCTI in respect of the liability to pay in respect of such Taxable Supply;
 - II. the RCTI will be issued by the Recipient on the date of determination of the value of the payment due under this Subcontract in connection with a Taxable Supply;
 - III. the RCTI will not be payable before the due date for payment for the Taxable Supply under the Subcontract; and
 - IV. where the determination of the amount payable in respect of a Taxable Supply has been made in accordance with this Contract and Georgiou has not issued a RCTI within 28 days of that determination, the provisions of subclause 18.9 will apply to payment of that amount for that Taxable Supply, but not otherwise and will not constitute a breach of the RCTI Agreement.

18.10 Carbon Tax

- a) In this clause, carbon scheme means the Australian Governments carbon price mechanism established by the Clean Energy Act 2011 (Cth) and associated Acts or any other similar legislation dealing with the pricing, reduction or abatement of greenhouse gas emissions.
- b) The Subcontract Price is deemed to include all costs incurred (or to be incurred) by the Subcontractor in the performance of the Work under Subcontract pursuant to the Carbon Scheme.
- c) The Subcontractor must not make any claim (pursuant to any clause in the Subcontract or on any other basis whatsoever) for any amount additional to the Subcontract Price that is incurred (or is to be incurred) by the Subcontractor in the performance of the Work under Subcontract pursuant to the Carbon Scheme.

19 INTERPRETATION

19.1 Dictionary

In this document and this Subcontract, unless the context otherwise requires:

Claim means any claim, liability, loss, demand, damages, lien, cause of action of any kind, obligation, costs, royalty, fees assessments, penalties, fines, judgment, interest and award (including legal costs) whether arising under Subcontract, equity, statute, tort (including negligence), quantum meruit, unjust enrichment or restitution or otherwise at law.

Commencement Date means the date specified in Item 1 of Schedule 1 - Subcontract Particulars.

Confidential Information means all information relating to the work under the Subcontract that concerns the technical or commercial know-how or systems, procedures, business, finances, plans, pricing, trade suppliers, construction methodology, construction techniques, construction planning, design, personnel, products, services, quotations, commercial feasibility, time, cost, demand projections, sizing, marketing, finance, income, public relations, client user group information, customer details, legal aspects or leasing arrangements.

Subcontract Price means the price specified in Schedule 4 for the Services. The Subcontract Price is fixed for the duration of the Subcontract and not subject to rise and fall.

Force Majeure includes war, civil disturbance, riot, lightning, cyclone, earthquake, fire, storm, flood, explosion, governmental actions, labour dispute, lockout, strike and any other cause, event or circumstance which is not reasonably within the control of a party to the Subcontract and which cannot be prevented, overcome or remedied by the exercise by the affected party of the standard of care and diligence consistent with Good Industry Practice.

Form of Agreement means the form of agreement form which contains the signatures of the Georgiou and the Subcontractor.

Georgiou means the specific legal entity expressly identified as "Georgiou" in the Form of Agreement and its successors and assigns.

Georgiou's Representative means the person appointed by Georgiou to be its representative,

Georgiou's Representative also acts as the agent of Georgiou.

Georgiou-Supplied Information means any information (whether written or otherwise) supplied or made available to the Subcontractor:

- I. by or on behalf of Georgiou; or
- II. by or on behalf of Georgiou's Representative.

before or after the Commencement Date of the Subcontract in connection with the work under the Subcontract, than the Subcontract Documents.

Good Industry Practice means the exercise of that degree of skill, diligence, prudence and foresight that would reasonably be expected from a reputable and prudent Subcontractor providing the works similar to the Subcontractor's obligations and under conditions comparable to those applying to the Subcontract.

HSEQ Requirements means the health, safety, environmental and quality requirements set out in Schedule 2 - Special Conditions.

Indirect and Consequential Loss means any loss in the nature of loss of profit, loss of revenue, loss of equity, loss of use, loss of business, business interruption or any indirect or consequential loss (being loss or damage which is not directly or naturally occurring according to the usual course of things from a breach of the Subcontract).

Intellectual Property Right means any patent, design, trademark or name, copyright or moral rights whether registered or not registered;

Legislative Requirement includes:

- I. acts, ordinances, regulations, by-laws, orders, awards and proclamations of the jurisdiction where the work under the Subcontract or the particular part thereof are being carried out;
- II. certificates, licences, consents, permits, approvals and requirements of organisations or Subcontractors having jurisdiction in connection with the carrying out of the Services;
- III. fees and charges payable in connection with the foregoing;

Licences means all licenses, qualifications, registrations and other statutory requirements

necessary for supply of the Services under this Subcontract.

Negative Certificate means a certificate issued by Georgiou's Representative under clause 12.2, a).

Notice has the meaning set out in clause 17.

Party or **parties** means Georgiou and/or the Subcontractor.

Progress Certificate means a progress certificate issued by Georgiou's Representative under clause 12.2.

Progress Claim means a progress claim issued by the Subcontractor under clause 12.1 of the Subcontract.

Recipient Created Tax Invoice (RCTI) means an agreement made between Georgiou and the Subcontractor that the Subcontractor will be paid in accordance with clause 18.9, 8).

Schedule means the Schedules to the General Conditions.

Schedule of Rates means the schedule of rates set out in Schedule 4 of the Subcontract.

Services means the labour hire services which the Subcontractor is or may be required to carry out and complete under the Subcontract as described in Schedule 3 and without limitation includes the provision of Workers.

Site means the land and other places to be made available to the Subcontractor by Georgiou for the purpose of the Subcontract.

Subcontract means the Subcontract between Georgiou and the Subcontractor of which these general conditions form part. The documents comprising the Subcontract are set out in the Formal Instrument of Agreement.

Subcontract Documents means the following documents:

- 1) Form of Agreement;
- 2) Special Conditions;
- 3) General Conditions;
- 4) Schedules 1-5;
- 5) [Insert other documents eg the Preliminaries, Specifications, Drawings; and Other documents].

Subcontract Price means the amount payable from Georgiou to the Subcontract pursuant to this Subcontract, calculated in accordance with the rates and prices set out in Schedule 4.

Subcontractor means the person bound to carry out and complete the work under the Subcontract specified in the Formal Instrument of Agreement and includes its successors and assigns as permitted under the Subcontract;

Suspension means a suspension of the Services by Georgiou under clause 13 of the Subcontract.

Term means the term specified in Item 3 of Schedule 1 - Subcontract Particulars.

Variation means any:

- I. increase, decrease or omission of any part of the Services;
- II. change to the character or nature of the Services;
- III. performance of additional Services; and/or

as directed by Georgiou's Representative pursuant to clause 11.

Workers means the workers listed in Item 10 of Schedule 1 and any other employees, agent, subcontractor or officer of the Subcontractor approved by Georgiou to provide the Services.

Workers' Entitlements includes the following entitlements:

- I. wages or salary;
- II. wages or loading, penalties and any other payments to the Workers;
- III. annual leave;
- IV. sick leave;
- V. long service leave;
- VI. any other forms of leave;
- VII. severance pay;
- VIII. holiday pay;
- IX. notice of termination or payment in lieu;
- X. any compensation awarded as a result of claims arising from the course of employment and the termination of that employment;
- XI. commission;
- XII. bonuses;
- XIII. superannuation;
- XIV. workers compensation insurance;
- XV. payroll tax; and

XVI. any other cost, levy, charge, benefit, expense or tax payable by an employer due to a contract of employment.

1.1 INTERPRETATION

In this Subcontract, unless the context otherwise requires:

- a) References to:
 - I. a party includes the party's successors and assigns;
 - II. anything includes part of that thing;
 - III. persons include companies, associations, firms, authorities and bodies corporate;
 - IV. gender includes all other genders;
 - V. a document includes the document as changed or replaced from time to time;
 - VI. currencies mean Australian currencies;
 - VII. a party, where the party is more than one person, means all of them together and each of them separately;
 - VIII. a clause or schedule or recital refers to a clause or schedule or recital in this Subcontract;
 - IX. statute, regulation, code or standard includes a reference to it as amended from time to time; and
 - X. a day refers to the period commencing at midnight and ending 24 hours later;
- b) Interpretation shall not be affected by the fact that one party put forward any part of the Subcontract;
- c) The singular includes the plural and the other way around;
- d) Headings do not affect the meaning of this Subcontract;
- e) If a word or phrase is defined, any variation of that word or phrase has the same meaning to the extent possible;
- f) A reference to 'indemnify' means that the person giving the indemnity will indemnify and keep indemnified the person given the indemnity against any loss, damage, claims, actions, demands, costs or expenses

suffered or sustained because of the event indemnified against;

- g) A debt due becomes due and payable at the time specified in the Subcontract, or if no time is specified, it is payable on demand;
- h) If there is any inconsistency between a clause of this Subcontract and a provision of a Schedule, the clause of this Subcontract will prevail;
- i) If anything to be done under the Subcontract falls on a day which is not a working day, then it must be done on the next working day;
- j) Where examples of a general term are given, the use of the examples is without limitation to the general term and otherwise 'includes' or 'including' means includes or including without limitation.

Schedule 1 Subcontract Particulars

Item 1: Commencement Date	[insert]
Item 2: Date for Practical Completion	[insert]
Item 3: Term and Extension of Term	#insert options for extension e.g. two options for extension each with a period of one year
Item 4: Insurances required to be taken out and maintained by the Subcontractor	[insert]
Item 5: Georgiou's Representative	[insert]
Item 6: Prescribed date for making Progress Claims	30th day of the month
Item 7: Rate of Interest	[insert]
Item 8: Address for Notices	[insert]
Item 9: Governing Law	[insert governing law]
Item 10: Workers	[insert details of labour to be hired]

Schedule 2 Special Conditions

[Insert any special conditions including the HSEQ Requirements.]



Schedule 3 Scope of Services

[Insert scope for Services.]

Schedule 4 Rates and Price

[Insert Schedule of rates and any other pricing information.]

Schedule 5 RCTI Agreement

Name of Subcontractor:[insert]

Address: [insert]

Definitions

ABN	Australian Business Number
Subcontract	
Georgiou	Select Georgiou Entity
Supplies (Supply)	Has the same meaning as in the A New Tax System (Goods and Services Tax) Act 1999

I/We agree to the following:

- 1) Georgiou will issue RCTI’s in respect of all Supplies provided by the Subcontractor;
- 2) the Subcontractor will not issue tax invoices in respect of the Supplies;
- 3) the Subcontractor acknowledges that it is registered for GST when it enters into the agreement and that it will notify Georgiou if it ceases to be registered or fails to register;
- 4) Georgiou acknowledges that it is registered for GST, and that it will notify the Subcontractor if it ceases to be registered for GST or if it ceases to satisfy any of the requirements for raising RCTI’s under taxation legislation or rulings (“RCTI Requirements”);
- 5) Georgiou will not issue a document that would otherwise be an RCTI, on or after the date when Georgiou or the Subcontractor has failed to comply with any of the RCTI Requirements;
 - I. The Subcontractor acknowledges that Georgiou is not obliged to and will not issue an RCTI in respect of a Supply until:
 - II. a Payment Schedule has been issued and Georgiou is obligated to pay an amount to the Subcontractor under clause 35.10 of the Subcontract;
 - III. the Subcontractor has provided the necessary documentation to allow an RCTI to be raised.
- 6) The Subcontractor’s ABN is
- 7) Georgiou may at its sole discretion, by written notice to the Subcontractor, terminate this agreement and from the date of the notice of termination the Subcontractor will be responsible for issuing any and all tax invoices in respect of Supplies to Georgiou.
- 8) The Subcontractor shall be liable for and indemnifies Georgiou against any cost, expense, loss or damage that Georgiou and / or the Subcontractor may incur or suffer as a result of or in any way relating to termination of this agreement.

Note: Under this RCTI system the subcontractor must NOT submit tax invoices or they will be rejected without payment. Subcontractors must only submit progress claims in the format specified. All tax invoices will be returned UNPAID.



Note: Under this RCTI system the subcontractor must NOT submit tax invoices or they will be rejected without payment. Subcontractors must only submit progress claims in the format specified. All tax invoices will be returned UNPAID.

SIGNED as an agreement

Signed for and on behalf of Georgiou: In the presence of:

□	□
Signature	Signature of Witness
Name	Name of Witness

SIGNED as an agreement

Signed for and on behalf of the Subcontractor: In the presence of:

□	□
Signature	Signature of Witness
Name	Name of Witness