

# Contractor Appointment Form

## AGENCY:

NAME:

Prowealth Holdings Pty Ltd

ADDRESS: 15 Latrobe Tce

SUBURB: PADDINGTON

STATE: QLD POSTCODE: 4064

PHONE:

MOBILE:

FAX:

EMAIL:

1300 966 988

0412656600

danielg@prowealth.com.au

hereby appoints, on behalf of an undisclosed lessor,

## CONTRACTOR:

NAME:

← **IMPORTANT:** seek legal advice if seeking to appoint an individual or entity without an A.C.N.

ADDRESS:

SUBURB:

STATE: POSTCODE:

PHONE:

MOBILE:

FAX:

EMAIL:

ACN/ABN:

IN THE CAPACITY OF:

"Electrician/Plumber/Carpenter/Cleaner/Pool Safety Inspector/Builder" etc – "The Contractor"

LICENSE/PERMIT NO: ISSUED BY:

EXPIRY:

as a qualified contractor to carry out repairs and maintenance as authorised in writing by the Agent from time to time. The Contractor will carry out and complete the work separately identified in a **Work Order** in the approved form between the parties (**Work**) and all of its obligations under this Agreement in accordance with the terms and conditions of this Agreement.

## MUST BE COMPLETED:

Contractor's Work Cover Queensland Policy No.

Expiry Date

Contractor's Professional Indemnity Insurance Underwriter and Policy No.

Expiry Date

Contractor's Public Liability Insurance Company and Policy No.

Expiry Date

Title of applicable Work Method Statements:

← **MUST BE COMPLETED**

## SIGNATURES:

Contractor's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Agent's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

INITIALS

000010287387

## PERFORMANCE AND PAYMENT

1. The Contractor will provide a written quotation for the cost of the Work if requested by the Agent and will:
  - (a) not commence the Work or incur any costs until authorised in writing by the Agent to commence the Work;
  - (b) perform the Work in compliance with all applicable laws and standards;
  - (c) perform the Work in the manner and to the standard to be expected of a reasonably competent contractor;
  - (d) supply all materials necessary for the proper performance of the Contractor's obligations under this Agreement;
  - (e) use materials which comply with the requirements for the Work and which are of good quality, fit for the purpose for which they are used and which are new, unless expressly agreed otherwise;
  - (f) provide all suitably skilled, experienced and, where necessary, licensed labour, plant and equipment necessary for the proper performance of the Work and the Contractor's obligations under this Agreement;
  - (g) issue a Work Order in the approved form where the Work relates to Domestic Building Works as defined under the *Domestic Building Contracts Act 2000* (Qld) in excess of \$3,300.00 in value;
  - (h) issue a Work Order in the approved form where the Work relates to non-domestic building works in excess of \$1,100.00 in value; and
  - (i) ensure all workers engaged by or through the Contractor (including the employees of contractors) to carry out the Work, are engaged in accordance with legislative requirements.
2. The Contractor:
  - (a) will supply at the Contractor's cost and expense, everything necessary for the performance of the Work;
  - (b) will provide the Agent with a detailed invoice for the Work once completed; and
  - (c) acknowledges that the Agent is contracting the Contractor as an agent for one or more lessors and that the Agent accepts no liability to pay the Contractor for any work performed and that the liability for payment rests solely with the relevant lessor.
3.
  - (a) Subject to paragraph (b) below, the Agent will pay the Contractor, on behalf of the relevant lessor, as rent received allows or from monies received from the lessor for the Work; and
  - (b) With respect to construction works or related goods and services supplied within Queensland to which the *Building and Construction Industry Payments Act 2004* (Qld) (BCIP Act) applies:
    - (i) the date for issuing an invoice or payment claim under the BCIP Act is the last day of the month in which the construction work or related goods and services commenced or were supplied; and
    - (ii) the due date for payment is fifteen (15) business days after receipt of the payment claim; and
    - (iii) The Contractor agrees not to dispute the validity of a payment schedule issued under the BCIP Act or its terms on the ground that it has been produced and served by the Agent.

## 4. VARIATIONS

The Work may be varied only with the specific prior written consent of the Agent or its Lessor client.

## 5. DEFECTS AFTER COMPLETION

The Contractor will make good promptly any defects or omissions in the Work which become apparent without cost to the Agent or Lessor.

## 6. WORKPLACE HEALTH AND SAFETY

The Contractor and its employees and contractors will comply with all applicable requirements of the *Work Health and Safety Act 2011* (Cth).

## 7. ACCESS TO RESIDENTIAL PREMISES

All access will be arranged as necessary in accordance with the provisions of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld) to enable completion of the Work. It will be the responsibility of the Contractor to return keys the same day and/or to contact the tenant for access if keys are not available.

## 8. PROTECTION OF PEOPLE AND PROPERTY

The Contractor will:

- (a) take all reasonable measures necessary to protect people and property in reasonable proximity to the Work and to protect and maintain public utilities and services in the vicinity of the Work (including but not limited to roads, paving, drains, mains, and other similar infrastructure and existing improvements);
- (b) take all reasonable measures to ensure the performance of the Work does not cause unreasonable nuisance, noise or disturbance; and will pay any damages, fines and costs arising from any damage or breach of this clause; and
- (c) indemnify and keep indemnified the Agent and lessor against any loss, damage or expense the Agent or lessor suffers or may suffer as a result of the Contractor breaching its obligations under this Agreement.

## 9. CARE AND PROTECTION OF WORK

The Contractor will:

- (a) be responsible for the care of all plant, materials and equipment involved in the Work, including unfixated and installed materials;
- (b) provide proper packaging to prevent damage to materials being delivered for the Work and will be responsible for all rectification costs arising from any loss or damage suffered as a consequence of the Contractor's failure to comply with this requirement;
- (c) ensure that the site of the Work is adequately protected and secured at all times and will assume full responsibility for the site until practical completion;
- (d) bear the risk and make good any loss or damage to the Work site while in the Contractor's care; and,
- (e) otherwise protect the property of the Agent and the Lessor.

## 10. CONTRACTOR'S INDEMNITY TO AGENT AND LESSOR

The Contractor will indemnify the Agent and Lessor against any liability which arises directly or indirectly out of or in connection with the Contractor's performance or non-performance of the Work, except liability caused by negligence on the part of the Agent or the Lessor.

## 11. WARRANTIES

The Contractor warrants to the Agent that it:

- (a) at all times will be suitably qualified and experienced, and will exercise due skill, care and diligence in the execution and completion of the Work;
- (b) is satisfied that it is able to comply with the terms of this Agreement in the carrying out of the Work;
- (c) will execute and complete the Work in accordance with this Agreement and any Work Order so that the Work, when completed will:
  - (i) be fit and suitable for its intended purpose; and
  - (ii) comply with the requirements of this Agreement and all legislative requirements; and
- (d) will maintain current licences, permits, certifications and authorities as required by the *Queensland Building and Construction Commission Act 1991* (Qld) or other legislative requirements necessary for the Contractor to lawfully carry out the Work.

## 12. CONFIDENTIALITY

The Contractor will not at any time, use, other than for the purpose of providing services under this Agreement, or disclose to third parties, any confidential information about the Agent and any relevant tenants and lessors, without the Agent's prior written consent or unless required by law. The Contractor will only use, store and disclose personal information (as that term is defined under the *Privacy Act 1988* (Cth)) about the lessor, Agent or Tenant provided to the Contractor during the course of this Agreement, in accordance with the *Privacy Act 1988* (Cth).

## 13. CONTRACTOR TO EFFECT INSURANCES

The Contractor will effect, maintain and provide proof (as required) of all insurances required to comply with the *Worker's Compensation and Rehabilitation Act 2003* (Qld), the *Queensland Building and Construction Commission Act 1991* (Qld) and the *Building Act 1975* (Qld).

The effecting of insurance will not limit the liabilities or obligations of the Contractor under the provisions of this Agreement.

The Contractor expressly agrees and acknowledges that neither the Agent nor the lessor are liable for any superannuation or workers' compensation contributions on behalf of the Contractor, its employees or contractors.