

# CV SERVICES SMALL WORKS AGREEMENT – CONDITIONS OF CONTRACT

## 1. Definitions and Interpretation

- (a) "CVSG" means CV Services Group Pty Ltd or any of its subsidiary companies.
- (b) "Works" means the works as defined in the CVSG Purchase Order and any other document that forms part of this agreement.
- (c) "Agreement" means this document, the Drawings and the Specification (if any) as provided to the Subcontractor by CVSG.
- (d) "Practical Completion" means the stage when the Works have been fully executed by the Subcontractor and are reasonably fit for handing over to CVSG.
- (e) "Subcontractor" means any service provider providing services to CVSG under this agreement.
- (f) Any apparent errors or ambiguities in the Agreement shall be brought to CVSG attention promptly and CVSG shall instruct the Subcontractor as to the correct interpretation of the Agreement. In the event of conflict between CVSG terms and conditions and those of the Subcontractor's terms and conditions, CVSG terms and conditions take precedence.

## 2. Execution of Works

- (a) The Subcontractor must execute the Works:
  - (i) in accordance with this Agreement;
  - (ii) in accordance with first class standards of workmanship;
  - (iii) in compliance with all legislation, Health & Safety Act and Regulations, Environmental Protection Act and Regulations, Australian Standards, and requirements of authorities applying to the Works, including any changes occurring before Completion;
  - (iv) so that they are fit for their intended purpose;
  - (v) by the date for Completion;
  - (vi) in compliance with project drawings & specification
  - (vii) in compliance with CVSG head contract requirements
  - (viii) In accordance with every instruction given by CVSG, without exception and within the time specified in the instruction.
- (b) The Subcontractor must keep the Site clean and tidy at all times and on Completion leave the Works ready for immediate use or occupation.
- (c) The Subcontractor must promptly remove from the Site any employee or person under their control that CVSG considers is affected by alcohol or any drugs, incompetent or guilty of any misconduct.

## 3. Industrial and Safety Matters

- (a) The Subcontractor must:
  - (i) comply with the CVSG Health & Safety Plan;
  - (ii) provide an approved project site specific Health and Safety Plan and work method statement before commencement on site;
  - (iii) provide at their cost to all employees all training and ensure that they wear approved safety helmets, boots, goggles, harnesses and other appropriate safety apparel at all times;
  - (iv) inform CVSG in writing of all injuries or near misses at the workplace;
  - (v) comply with the requirements of any award, determination judgment or regulations applying to the Works;
  - (vi) be registered with the Building Services Authority and/or licensed with the appropriate authority;
- (b) The Subcontractor must notify CVSG immediately of any claim, dispute, strike or other industrial action affecting the Works.
- (c) All industrial matters relating to or affecting the Works will be negotiated or dealt with by CVSG.
- (d) The Subcontractor will maintain and protect the Works until Completion and thereafter make good all defects that may appear in the Works prior to the expiration of the CVSG Defects Liability Period which will be 12 months from Practical Completion or as per CVSGs Defect Liability Period under the Head Contract, whichever is the later.
- (e) There may be other contractors or persons executing work on the Site and the Subcontractor must cooperate with all other contractors and persons and coordinate their work to ensure their work does not cause any disruption.

## 4. Insurances

- (a) The Subcontractor indemnifies CVSG against any liability for death or personal injury to persons and damage to or loss or destruction of property arising out of the performance of the Works;
- (b) The Subcontractor must maintain the following insurances:
  - (i) public liability insurance, with an indemnity limit of not less than \$20,000,000 for each occurrence;
  - (ii) common law insurance and any relevant workers' or accident compensation required by legislation in respect of any person employed by the Subcontractor;
  - (iii) Comprehensive and statutory third-party motor vehicle insurance in respect of all motor vehicles used by the Subcontractor.
- (c) The insurances referred to in 4(b) must be maintained with insurers, and on terms of coverage, satisfactory to CVSG. The Subcontractor must not cancel or alter any policy without 14 days prior written notice to CVSG.
- (d) On request, the Subcontractor must produce certificates of currency or other satisfactory documentary evidence of all insurances to CVSG.
- (e) CVSG reserves the right to deduct from any progress payment moneys for any insurance excess CVSG may incur as a result of negligence or damage by the Subcontractor in performance of work under this Agreement.

## 5. Lump Sum or Schedule of Rates

- (a) If payment is to be made on a lump sum basis, the Subcontract Sum is the lump sum stated overleaf adjusted by any additions or deductions in accordance with this Agreement.

- (b) If payment is to be on a schedule of rates basis, the Subcontract Sum is the value of the measured quantity including additions or deductions in accordance with this Agreement.
- (c) Quantities in the schedule of rates are estimates only. No increase or decrease in quantities will result in a variation or adjustment of the rate unless deemed by CVSG.
- (d) Measurement for the purposes of 5(b) must be carried out jointly by representatives of CVSG and the Subcontractor and set out in a certificate, in duplicate, signed by them. No payment will be made to the Subcontractor without the certificate.
- (e) The Subcontract Sum is not subject to adjustment for rise and fall.
- (f) The Subcontract Sum includes site allowances and fluctuations in the exchange rate, transport, freight and delivery charges.

## 6. Payments

- (a) The Subcontractor must submit progress claims (Tax Invoice) to CVSG on or before 20<sup>th</sup> working day of each month for work completed in that month. Claims submitted after this date will be deemed to be received in the following month.
- (b) Each progress claim must be fully substantiated including satisfactory evidence that there are no wages owing by the Subcontractor in respect of the Works at the date of the progress claim.
- (c) Provided the Subcontractor complies with all conditions precedent to payment, CVSG will make a progress payment to the Subcontractor as per CVSG's standard payment terms (45 days from end of month in which the invoice was received) following submission of the progress claim. Late progress claims will be treated as having been made in the next month.
- (d) The progress payment will be calculated on the basis of:
  - (i) the percentage of the Works (including variations) which have been completed and incorporated at the date of progress claim;
  - (ii) Less any amounts which CVSG is required to deduct pursuant to the provisions of the Income Tax Assessment Act.
- (e) CVSG may make any payments on behalf of the Subcontractor directly to any employee, worker, subcontractor or supplier, but is not under any obligation to do so. The amount of the payment may be deducted from any payments due to the Subcontractor and CVSG debt to the Subcontractor will be correspondingly reduced.
- (f) The Subcontractor will pay to CVSG the cost of making good any damage done by them or their employees or subcontractors to the work or property of CVSG or of any other subcontractor.
- (g) The Subcontractor shall submit a Final Progress Claim within 28 days of the Date of Completion of the Works. The Final Progress Claim shall include all amounts due to the Subcontractor from CVSG under this Agreement.

## 7. Variations

- (a) CVSG may instruct the Subcontractor to undertake variations with respect to the Works. Variations may be in the nature of an increase, decrease, omission or alteration to the Works. No variation instruction shall invalidate this Agreement.
- (b) The Subcontractor shall not be entitled to claim for any part of a variation executed by it before receiving a written instruction from CVSG to undertake the work.

## 8. Commencement and Completion

- (a) The Subcontractor shall regularly and diligently proceed with the Works no later than the date for commencement stated in the purchase order.
- (b) If the Subcontractor fails to complete the Works by the date specified in the Project Program, purchase order or within any extended time approved in writing by CVSG, the Subcontractor shall be liable for costs incurred by CVSG as a result of such delay.

## 9. Extensions of Time

- (a) The Subcontractor shall not be entitled to any extension of time for completion of the Works except:
  - (i) In respect of an act of default or omission by CVSG under this Agreement: or
  - (ii) Where CVSG is granted an extension of time under its Head Contract;And in either case the delay is one which will delay the Subcontractor's ability to complete the Works by the date for Completion;
- (b) It is a condition precedent to the Subcontractor's entitlement to an extension of time under 9(a) that he must give prompt and detailed notice to CVSG within 2 business days who shall determine the claim and grant any appropriate extension of time which in the case of delays falling under 9(a)(ii) shall not exceed the extension of time given to CVSG for the same event.

## 10. Default

- Either party may terminate this Agreement if the other party:
- (a) enters into any form of formal or informal insolvency or administration;
  - (b) Commits a substantial breach of this Agreement and fails to rectify it within 7 days of being notified in writing of the breach
  - (c) CVSG reserves the right to terminate the Agreement for any reason by written notice.