



KASE Building Group Pty Ltd &
KASE Restoration Pty Ltd

Head of Agreement



On behalf of the KASE Group team, I would like to welcome you as an important part of our company.

This Induction and Orientation process will introduce you to our work team, the important aspects of your work arrangements, and also assist with any questions you may have.

Our customers and clients expect excellent levels of professional service from us and this is achieved through enthusiasm and commitment from our personnel whether they are full time, part time, casual or Subcontractor's.

The company's future depends on your input. Your valuable contribution will be an integral part of our company's success and we want to nurture and develop our working arrangements for the mutual benefit of all stakeholders.

It is important that you read and fully understand the following information. It will help you to be aware of your contract conditions and our expectations of you.

At all times, we will expect you to represent us professionally. Please do not hesitate to ask your supervisor or myself if you have any further questions.

Once again, welcome to KASE Group, and I trust we will enjoy a mutually rewarding arrangement.

Kurt Saunderson

Managing Director

KASE Building Group Pty Ltd
KASE Restoration Pty Ltd





Background

1. KASE Building Group Pty Ltd & KASE Restoration Pty Ltd (KASE Group) is a national service provider, providing residential and commercial building services to the construction industry.
2. The Contractor wishes to provide services to KASE Group and by agreeing to provide the services to the KASE Group will be bound by the terms and conditions as outlined.
3. The aim of these terms and conditions is to provide a basis for co-operation between KASE Group and the Contractor, ensuring the high standards of KASE Group and its reputation is always upheld.

Term of Agreement

1. This agreement commences once the Contractor receives the first purchase order/quote request is sent to the Contractor. This agreement continues until terminated in accordance with the terms of this agreement.
2. The Contractor may be required, at the direction of KASE Group or its representatives, to undertake make-safe repairs to ensure our customers property is made safe, secure, and free from any further damage. KASE Group provides 24-hour, 7-days-a-week service to our clients and is required to carry out all types of emergency repairs during storm or other scenarios. These repairs are to be attended immediately upon being communicated to you.
3. The Contractor shall be solely liable to provide its own annual leave, sick leave, long service leave, workers compensation insurance, superannuation, and taxation liabilities and KASE Group shall have no responsibility whatsoever.
4. The Contractor will ensure that it arranges and maintains all relevant insurance coverage, including.
 - I. Workers Compensation/Personal Income Protection and Public Liability (not less than \$5,000,000.00 per claim).
 - II. The Public Liability insurance will cover the Contractor, its employees, servants, agents and contractors together with KASE Group arising out of or in connection to the provision of services pursuant to this agreement for any and/or all liabilities to third parties in respect of property damage and personal injury.
5. The Contractor will ensure that such insurances will:
 - I. Note the interests of any entity of KASE Group;
 - II. Contains a severability of interest clause.
 - III. Contains a breach of warranty clause;





- IV. Contains a 30-day cancellation clause.
6. The Contractor must produce certificates of currency for all insurances required when requested to do so by KASE Group
7. Immediate suspension of services will apply if KASE Group has not received current insurances when requested and/or upon yearly renewal.

Relationship

1. The Services Contractor acknowledges that the Services Contractor will provide the Services to the Company as an independent Contractor.
2. Nothing in this Agreement constitutes a relationship of employer and employee, principal and agent or partnership between the Company or any Related Body Corporate of the Company and the Services Contractor or any of its employees, agents or sub-contractors.
3. The Services Contractor will be solely responsible for:
 - a. All payments in relation to income tax, payroll tax, group tax deduction and other taxes and levies and all other payments imposed on an employer in respect of employees under the laws of Australia and any state or territory of Australia; and
 - b. Providing superannuation and workers compensation cover in respect of the Employee and any other employees.
4. The Services Contractor, its Employee and any other of its employees will not be entitled to the payment by the Company of salary, annual leave, sick leave, carers leave or compassionate leave, superannuation, redundancy pay, severance pay, long service leave or any other entitlement which an employee has in respect of his or her employment.

Service Standards and Monitoring

1. KASE Group will measure the performance of the Contractor using Key Performance Indicators developed internally by KASE Group for this purpose and available to the Contractor on request.
2. Key Performance Indicators may be used by KASE Group to assess the performance of the Contractor against other contractors over different periods or against established or proposed benchmarks.
3. KASE Group will carry out site and client feedback audits on all jobs. Failure to provide a suitable standard of service and client satisfaction will result in immediate termination of this agreement and may see no further work offered to the Contractor.
4. The Contractor shall provide the services in a professional, timely and diligent manner and in accordance with the provisions of these terms and conditions.





5. The Contractor will always be on time or contact the client to advise any changes to schedule, the Contractor will under no circumstances discuss their views on inclusions by KASE or the insurer.
6. Where required drop sheets and other precautionary measures will be used, and the customer's home or business is to be left in a neat and tidy manner with all rubbish disposed of and no mess to be left.

Code of Conduct

1. The Contractor, and its directors, officers, employees, agents, sub-contractors and any other person engaged by it in the completion of the services shall in all dealings with Code of Conduct
2. The Contractor, and its directors, officers, employees, agents, sub-contractors and any other person engaged by it in the completion of the services shall in all dealings with KASE Group representatives, clients and customers act in a manner consistent with standards set in these terms and conditions and The General Insurance Code of Practice when undertaking works in relation to insurance claims, including but not limited to, the following:
 - i. Be suitably attired, wearing a company uniform if one exists;
 - ii. Conducts themselves in a manner which does not cause offence to any other person on site or nearby the site;
 - iii. Be honest, efficient, fair, transparent and timely in your dealings with the customer;
 - iv. Take extra care with customers experiencing a vulnerability and engage with sensitivity, dignity, respect and compassion at all times;
 - v. Abide by the customer requests where reasonably practicable and generally uphold the good name of KASE Group.
 - vi. Does not smoke, swear or otherwise engage in activities that could cause discomfort for the homeowner and/or occupant and tarnish the reputation of KASE Group.
 - vii. Manage complaints and conflict in a polite, courteous and respectful demeanor;
 - viii. Where the complaint relates to the services or undertaking completed by the Contractor or its representatives, the Contractor must immediately notify KASE Group by next business day providing a detailed account of the circumstances surrounding the complaint. Where required the Contractor will follow any direction from KASE Group to resolve this complaint where reasonably practicable;
 - ix. The Contractor or their representative must advise KASE Group by next business day if:
 1. There appears to be a customer satisfaction issue or concern; or
 2. It is aware of something relating to its business that may adversely impact on customer satisfaction;
 - x. The Contractor and its representatives must not do anything that adversely affects the reputation of KASE Group or their clientele. The contractor must not under any circumstances discuss, remuneration, payment terms or policy with the customer.





Statements and Representations on Behalf of KASE Group

1. The Contractor must not make or purport to make any representations or statements on behalf of KASE Group or its clients. Furthermore, nothing in this agreement shall be construed to constitute a partnership or joint venture between the parties or the relationship of principal and agent or of employer and employee.

Warranties and Works

1. Without limiting any other warranties provided by the Supplier to the Contractor, the Supplier warrants that:
 - i. It has examined and has actual knowledge of the site and all information made available to, or provided to, or obtained by, the Supplier;
 - ii. All goods, materials and equipment supplied and used by the Supplier for the works are suitable, new and free of defects;
 - iii. All necessary consents, permits or authorities have been, or will be, obtained in order for the Supplier to carry out and complete the Works;
 - iv. It shall at all times be suitably qualified and experienced, and will exercise due skill, care and diligence in the execution and completion of the Works;
 - v. It shall, upon request, provide to the Contractor all documents and information necessary and incidental to the carrying out, completion and occupation (if applicable) of the Works, including, without limitation, all as-installed/built drawings and service manuals, warranties and guarantees, testing and calibration records, shop drawings, samples, and certificates of compliance;
 - vi. It shall control, carry out and bring the Works to completion in a proper and workmanlike manner so that the Works, when completed, will be free of defects, comply with all the requirements of the Agreement, and shall be fit for their intended purpose in all respects;
 - vii. It shall give the Contractor, and any other party nominated by the Contractor, access at all reasonable times to the Works;
 - viii. It shall carry out the Works pursuant to the Agreement within working hours and days as the Contractor may instruct from time to time; and
 - ix. It shall comply with all of its obligations under the Agreement.
2. Minor items and works not expressly mentioned in the Agreement but which are necessary for the due and proper performance and completion of the Works to achieve a standard of work which is fit for purpose and within a level of finish consistent with the Agreement are deemed to





be included as a part of the Works and the Supplier warrants that such items and works are included in the Price and will be supplied and executed by the Supplier at its own cost.

Construction

1. The Supplier shall not proceed to carry out any Works on Site if in the Supplier's opinion the previous work on Site is unsatisfactory and unless the Contractor has issued a written instruction expressly overriding such opinion and accepting responsibility for the Works proceeding. Commencement of any Works on Site shall be evidence that the Supplier accepts all previous work on Site and requires no additional payment and that the Supplier shall be liable for any resultant or consequent defects or damage in the Works.
2. The Supplier must produce to the Contractor safe work method statements (SWMS) for all works to be carried out by the Supplier in connection with the Purchase order, or subcontract prior to the commencement of and at completion of such works. If the Supplier fails to comply with any OHS laws and regulations, the Contractor may terminate the Purchase Order immediately by notice to the sub-contractor.
3. The Contractor may direct when the Services are to be performed or when the Goods are to be supplied and the Supplier must co-operate with the Contractor and co-ordinate its performance of the Services and supply of the Goods with the activities of others engaged by the Contractor or on the Site and must immediately advise the Contractor if it cannot perform its obligations pursuant to the Agreement.
4. The Supplier accepts the risk of all physical conditions and artificial things on the Site and its near surrounds, including all time and cost implications and is not entitled to any extension of time, costs (including delay, disruption or prolongation costs), losses, expenses or damages arising from, relating to or in connection with any such conditions or things.
5. The Supplier must not vary (whether by increasing, decreasing or omitting) any part of the Works and/or carry out extra work except as directed in writing by the Contractor.
6. The Supplier is entitled to an extension of time for carrying out the Works as reasonably determined by the Contractor if the progress of the Works is delayed by an act, omission or default of the Contractor (including its principal, agents, or consultants).
7. The Supplier will be liable for and indemnify the Contractor against any and all claims, costs (including legal costs), expenses, losses, damages, fines, penalties or liabilities incurred by the Contractor arising from or in connection with any failure to perform the Services or supply the Goods in accordance with the Agreement or any breach of the Agreement by the Supplier.

The Supplier shall at all times during the provision of the Goods and Services:

1. Ensure that its workers, employees and contractors at all times exercise all necessary precautions for the safety of all persons engaged in the performance of the Works or otherwise on Site and





the public generally and comply with all legislative requirements in respect of workplace, OHS and directions of the Contractor concerning on Site induction and general safety; and

2. Complete all necessary OHS documentation including but not limited to work method statements and job safety analysis sheets and the Supplier must be fully aware of and understand all material safety data sheets in relation to any and all plant and equipment used by the Supplier in connection with the Goods, the Services and the Works.
3. Title to any Goods supplied by the Supplier pursuant to the Purchase Order shall pass to the Contractor upon their delivery to the Contractor at the Site or other place nominated by the Contractor. However, the Supplier must maintain insurance for the Goods until the Supplier has completed all of its obligations under the Agreement or such other date as notified by the Contractor to the Supplier.
4. The Supplier shall in the carrying out of its obligations pursuant to this Purchase Order on a daily basis clean up the Site and remove rubbish from the Site to the satisfaction of the Contractor. Any failure by the Supplier to comply with the provisions of this clause 22 shall entitle the Contractor to carry out those activities at the expense of the Supplier and that expense shall be deducted from any amount owing by the Contractor to the Supplier and any shortfall shall be a debt due and payable by the Supplier to the Contractor.
5. The Supplier must not without the written consent of the Contractor or the Owner of the items referred to in this clause 23 use or install any goods, chattels, fixtures or fittings unless they are an exact match for those items they are replacing.
6. The Supplier must at all times ensure that it and its workers, employee, servants, agents and subcontractors comply with The KASE Group Code of Conduct as current from time to time and available on The KASE Group website: By accepting the Purchase Order, the Supplier shall be deemed to have read, understood and accepted, All the purchase order conditions, as well as the conditions set out in this agreement.

Rectification

1. The Supplier must rectify all defects or omissions in the Goods or Services identified before and during the defects liability period. The defects liability period shall be 24 months commencing on the date of delivery of the Goods or completion of the Services in accordance with the Agreement.
2. If in the Contractor's opinion any aspect of the rectification work carried out by the Supplier is incomplete or requires further rectification work, the Contractor will advise the Supplier of the scope of the required rectification work and request the Supplier to provide an estimated commencement and completion date for that work.
3. If the Contractor or its client reasonably refuses to allow the Supplier carry out the rectification work by reason of the Supplier's inability to carry out that work or otherwise, another





supplier/contractor may be engaged to carry out the required rectification work. Any refusal by the Contractor or its client under this clause shall be at their absolute unfettered discretion.

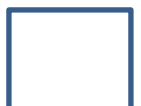
4. The Supplier will be liable for the fair and reasonable costs of the rectification of the Supplier's Goods, Services or Works (including any costs payable to a third party supplier/contractor) incurred by the Contractor and any reasonable costs of the Contractor's client associated with temporary accommodation during the rectification works.
5. In the event KASE Group has paid for any part of all of the Services that are unsatisfactory, the Contractor irrevocably authorizes KASE Group to deduct this amount from future payments for any unsatisfactory or incomplete works, including all necessary rectification costs by other sub-contractors. Notification of such will be provided in writing.

Termination and Suspension

1. This agreement continues until the Services for which the Contractor has been engaged are completed or if terminated earlier in accordance with the provisions of this agreement. For the avoidance of doubt, this agreement will only operate for each specific engagement.
2. However, this agreement can be terminated on the following basis:
 - i. By either party on the provision of four (4) weeks' notice in writing.
 - ii. By KASE Group without notice:
 - i. If at any time the Contractor or any of its directors, officers, employees or agents, or permitted sub- contractors and their directors, officers, employee and agents:
 - ii. Is or becomes in breach of any of the terms and conditions of this agreement.
 - iii. Is or becomes incompetent in the performance of the Contractors duties under this agreement.
 - iv. Is or becomes significantly absent or neglectful of the Contractors duties under this agreement.
 - v. Acts dishonesty in relation to any matters in this agreement or relating to any Services provided;
 - vi. Is or becomes involved in a sexual harassment claim;
 - vii. Is charged with a criminal offence which, in the reasonable opinion of KASE Group, brings disrepute to its name and business;
 - viii. Is in breach of KASE Group Code of Conduct;
 - ix. If found to be accessing a site without proper authorization ,attempting to work without proper supervision or breaching duty or obligation pursuant to any WHS Law or other Act or regulation.
 - x. Any abusive, bullying, sexual harassment, or inappropriate behaviour to any KASE Group team member or representative will not be tolerated under any circumstances and will result in termination of this agreement.

Actions on Termination

1. If this agreement is terminated, then the Contractor must do the following:





- Advise KASE Group in writing of the current status of all Services being provided;
 - Advise KASE Group in writing what further Services must be provided to comply with the scope of works and to complete the provision of the Services;
 - Render all reasonable assistance to KASE Group to complete the scope of works.
2. On the termination of this agreement KASE Group is entitled to deduct
- i. Any monies outstanding to the Contractor due to impact of completion of agreed works
 - ii. All reasonable costs for another entity to complete the scope of works and Services

Payment

1. Nothing in this agreement requires KASE Group to make any payment in respect of a service that is not performed in accordance with this agreement.
2. In the event KASE Group has paid for any part or all of the Services that are unsatisfactory, the Contractor irrevocably authorizes KASE Group to deduct this amount from future payments for any unsatisfactory or incomplete works, including all necessary rectification costs by other sub-contractors. Notification of such will be provided in writing.
3. KASE Group will not be liable for any payment to the Contractor for any Services completed without the Contractor first obtaining a written purchase order from KASE Group and complying with all its obligations under this agreement.
4. Subject to the clauses above, the Contractor will be paid 30-days from end of month, in line with the invoicing policy at the bottom of this agreement.
5. The Contractor must keep all receipts and invoices of any materials purchased in the provisions of the Services and, if requested, must produce those receipts and invoices to KASE Group.
6. The Supplier must supply and deliver the Goods to the Contractor at the Site or other place nominated by the Contractor and/or carry out and complete the Services by the dates or the periods stated within the Purchase Order or as otherwise directed by the Contractor. Time is of the essence in the Purchase Order and these terms and conditions.
7. Delivery of the Goods shall be complete when the Contractor confirms in writing that the Goods have been delivered to the Contractor's satisfaction. The Services shall be complete when the Contractor confirms in writing that the Services are complete to the Contractor's satisfaction.

The Contractor:





1. Will not be liable for any payment whatsoever to the Supplier unless that payment is the subject of a written Purchase Order and the Supplier has supplied the Goods and/or completed the Services to the Contractor's satisfaction; and
2. May at any time and without notice to the Supplier set-off against moneys due to the Supplier where the Contractor has a bona fide claim that there is an amount payable or may be payable in the future from the Supplier to the Contractor (including liquidated damages) in connection with the Purchase Order or any other agreement between Contractor and Supplier or there is a debt due and payable by the Supplier to the Contractor that remains unpaid by the Supplier.

The Supplier must supply the Goods and/or perform and complete the Services in accordance with:

1. The Purchase Order and to the Contractor's satisfaction.
2. Applicable legislative requirements (including, without limitation, the Building Code of Australia and Occupational Health & Safety (OHS) laws and regulations) and relevant Australian Standards in any way relating to the Goods or Services; and

Requirements of authorities having jurisdiction over the Goods and Services

1. Subject to these terms and conditions, the Supplier will be paid by the Contractor within the terms stipulated on the purchase order provided that the invoice contains the following information:
 - iii. Purchase Order number;
 - iv. Name of the Contractor's supervisor having control of the job;
 - v. Address of the Site;
 - vi. The Supplier's ABN number; and
 - vii. the value of the Goods and/or Services supplied and/or performed by the Supplier.
2. In the event the Contractor pays for Goods or Services that are later deemed by the Contractor to be unsatisfactory, defective or incomplete, the Contractor may deduct either the reasonable value of or the cost to rectify or complete those Goods or Services from future payments to the Supplier and any shortfall shall be a debt due and payable by the Supplier to the Contractor.





KASE Managed Repair Network.

The KASE Managed Repair Network is a one-of-a-kind solution for trades looking to expand their operations and acquire increased work than conventional suppliers offer. KASE Group understands that high-volume projects require special attention and support, which is why we have developed a Gold Level Service Agreement that provides exceptional service to our partners.

Our Gold Level Service Agreement offers a range of benefits, including personalized assistance from our experienced team of professionals, access to a vast network of works, and dedicated project management services. We ensure that every aspect of the project is managed to perfection, from planning to execution, to deliver timely, high-quality results that exceed expectations.

If you are interested in exploring this unique opportunity and becoming a part of our Managed Repair Network, we invite you to connect with one of our KASE Group Team members. They will be delighted to assist you and provide further information on how we can help your business grow. Once you've expressed your interest, our procurement team will promptly reach out to you to discuss the available options.

We pride ourselves on providing exceptional service and support to our partners, and we're confident that our Managed Repair Network can help take your business to the next level. Join us today and discover a world of opportunities that await you!





New Subcontractor Information Form

Company Name:	
Trading Name:	
Construction Licence Number:	
Address:	
Suburb State Postcode:	
ABN:	
ACN:	
Phone:	
Fax:	
Email:	
Site Contact:	
Site Contact Phone:	
Site Contact Email:	
Accounts Contact:	
Accounts Contact Phone:	
Accounts Contact Email:	
Bank Account Name:	
Bank BSB Branch Code:	
Bank Account Number:	
Email for Remittance:	





Please provide a copy of your WHS Management System
 Subcontractors Schedule of Insurances, ASIC statement. (Please provide copies)

Insurance	Insurer	Policy No.	Limit of Cover	Expiry Date
Public and Products Liability				
Workers Insurance				
Contract Works				
Professional Indemnity				
ASIC Company Extract				





KASE Group Invoicing Policy

The following is an outline of the key operational protocols and procedures that are expected from KASE Groups Subcontractors during the job completion process, specific to Invoicing.

These responsibilities are to be read and upheld at all times when conducting works for KASE Group.

Submission of an Invoice

All Invoices are to be sent to KASE Group no later than 3 working days after the completion of a job. Only one Invoice will be accepted per job, unless alternative arrangements have been made between KASE Group and the Subcontractor.

All Invoices are to be submitted in a standard format to KASE Group Accounts and any Variations MUST be approved by a KASE Group Supervisor in writing prior to the commencement of works.

Please be aware that any Variation will not be paid unless prior approval is given by a KASE Group Supervisor and their direct manager.

An Invoice to KASE Group MUST be submitted with a completed Subcontractors Statement Form and be accompanied by certification documentation for your works.

If an Invoice is submitted to KASE Group without this Form, the Invoice will be deemed void and will not be paid.

All Invoices are to be sent to accountspayable@kasegroup.com.au and must reference the correct KBG # and the correct Purchase Order # for Accounts to reference the order you received from KASE Group.

