



KASE Group

Services Agreement



## 1. Parties

- (a) KASE Building Group Pty Ltd (ACN 622 145 171) (KASE Building)  
of 3, 65/75 Captain Cook Dr, Caringbah NSW 2229
- (b) Arise Restoration Group Pty Ltd (ACN 662 093 585) (Arise Restoration)  
of 3, 65/75 Captain Cook Dr, Caringbah NSW 2229
- (c) T&T Corporation Pty Ltd (ACN 103 883 558) (Townsend Building Services)  
of Level 1, 2/85 W Burleigh Rd, Burleigh Heads QLD 4220
- (d) Adelaide Insurance Builders Pty Ltd (ACN 140 212 086) (Adelaide Insurance Builders)  
of 775 South Road, Black Forest SA 5035
- (e) Name: \_\_\_\_\_ ABN: \_\_\_\_\_ (Contractor)  
Address: \_\_\_\_\_

## 2. Background

- (a) KASE Building, Arise Restoration, Adelaide Insurance Builders and Townsend Building Services (KASE Group) is a national service provider, providing residential and commercial building services.
- (b) The Contractor wishes to provide services to KASE Group on the terms and conditions set out in this agreement.

## 3. Code of Conduct

- (a) Kase Group expects the highest standards of ethical conduct in all our endeavours.
- (b) Contractors must conduct their business, including relationships, operations and sourcing with integrity and honesty by avoiding any practices that involve bribery, corruption, fraud, money laundering, extortion, or conflicts of interest.
- (c) Contractors must respect and protect the confidentiality and intellectual property rights of Kase Group and its customers. They should handle all confidential information appropriately and ensure that it is only disclosed to authorised individuals within their organisation.
- (d) We expect our Contractors to refrain from being disrespectful, harassing, unprofessional, discriminatory and avoid any activities that may cause reputational damage to Kase Group

## 4. Term of Agreement

- (a) This agreement commences on the date of signing by the Contractor or the date of the first Work Order accepted by the Contractor (whichever is the earlier) and continues until terminated in accordance with the terms of this agreement.
- (b) This agreement shall apply to all Goods and Services supplied by the Contractor to KASE Group pursuant to Work Orders issued by KASE Group to the Contractor from time to time or any other requests by KASE Group to the Contractor to supply goods or services, unless KASE Group and the Contractor enter into a separate subcontractor agreement (for example, Major Works Subcontract (AS4901) in respect of those Works).
- (c) Any terms and conditions proposed by the Contractor that are different from or in addition to these terms and conditions (whether attached to the Contractor's quote, Payment Claim or

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otherwise) are of no binding effect on KASE Group and shall not form part of this agreement, unless agreed and signed by KASE Group.

- (d) This agreement constitutes the entire agreement between KASE Group and the Contractor, and shall supersede all previous discussions, negotiations, commitments, understandings, representations, arrangements and agreements between the parties in relation to its subject matter.
- (e) If there is any inconsistency or variance between the terms of this Agreement and any quotation or tender proposal, the terms of this Agreement will prevail. In the event of any inconsistency in the documents comprising the contract, the order of precedence shall be (i) the Work Order (including any special conditions) (ii) documents attached to the Work Order and (iii) this Agreement.
- (f) In the event of one or more clauses of this agreement is held by a court of law to be legally invalid or unenforceable the remainder of the clauses shall in no way be affected.
- (g) The Contractor acknowledges that:
  - i. KASE Group is under no obligation to order any Goods or Services from the Contractor, and there is no guarantee of the quantity, frequency or value of Work Orders that KASE Group may issue to the Contractor;
  - ii. Any Goods or Services delivered for KASE Group are on a non-exclusive basis, and neither the Contractor or KASE Group are prevented from obtaining or delivering the same or similar services to or from other persons.

## 5. Work Orders

- (a) KASE Group may from time to time issue a purchase order to the Contractor, or otherwise give a request to the Contractor, to supply Goods and Services (the Works) as described and at the price set out in the purchase order or request, or as otherwise agreed or determined by KASE Group (the Work Order).
- (b) The Contractor shall accept the Work Order by confirming acceptance of the Work Order in writing or by commencement of work under the Work Order.
- (c) Any acceptance of a Work Order shall constitute acceptance by the Contractor of the prices specified in the Work Order, or if prices are not specified in the Work Order, then prices determined by KASE Group.
- (d) KASE Group reserves the right to:
  - i. withdraw, vary or revise a Work Order before acceptance; and
  - ii. refuse to proceed with the Contractor prior to commencing work on the order by sending written notice of refusal to the Contractor.
- (e) Should the Contractor fail to proceed with any accepted Work Order or complete the Works in accordance with the Work Schedule, then without limiting any other rights or remedies of KASE Group, the Contractor shall pay and reimburse KASE Group on demand for any costs, expenses or losses incurred by KASE Group.
- (f) The Contractor acknowledges and agrees that:
  - i. KASE Group provides 24-hour, 7-days-a-week service and is required to carry out all types of emergency repairs;



- ii. the Contractor may at any time receive Work Orders or requests to perform Works, including make-safe repairs to ensure a property is made safe, secure, and any further damage is mitigated.

## 6. Performance

- (a) The Contractor must perform the Works:
  - i. in a professional, timely and diligent, and honest manner, and with due care and skill, to a high professional standard and to the best of the Contractor's ability and expertise;
  - ii. in accordance with the provisions of this Agreement.
  - iii. in compliance with all applicable legislative requirements and any relevant Codes of Practice and Australian Standards (including, without limitation, the National Construction Code, WHS Laws and regulations, and Environmental Laws);
  - iv. in accordance with any general performance requirements notified by KASE Group from time to time;
  - v. in accordance with the level of service generally expected in a commercial arrangement for the provision of the Works.
- (b) The Contractor must commence performance of the Works on or before the Start Date and complete the Works by no later than the Completion Date, as specified in the Work Order or otherwise advised by KASE Group.
- (c) The Contractor will perform the Works at the location specified in the Work Order (the Site) and shall bear all costs associated with travel and attendance at the Site and delivery of materials to the Site, unless otherwise agreed with KASE Group.
- (d) KASE Group may request that the Works are performed on certain days or times, including when the Goods are to be supplied (Work Schedule). The Contractor must determine whether it is able to perform the Works in accordance with the Work Schedule and shall provide KASE Group with not less than 5 business days prior written notice if it is unable to perform the Works in accordance with the Work Schedule.
- (e) The Contractor will consult co-operate and co-ordinate with KASE Group during the performance of the Works, including the supply of the Goods, with the activities of others on the Site and must immediately advise KASE Group if it cannot perform its obligations pursuant to the Agreement.
- (f) Where a contractor has been appointed to act as the Principal Contractor in accordance with applicable health and safety legislation the contractor is authorised to manage and control the works and any site where works are being undertaken to the extent necessary to enable the Contractor to discharge the responsibilities and duties imposed on a Principal Contractor under the relevant Safety Legislation.
- (g) Where the contractor is providing services under a contract for services the Contractor retains management and control of the work it is undertaking and must ensure the health and safety of its workers and others and is required to manage all risks arising from the work to ensure it does not pose a risk of harm to workers or others.
- (h) The Contractor must also consult and cooperate with Kase Group and any other contractors in respect of any health and safety matters that arise from the Contractors work which may impact Kase workers, workers of other contractors or others including but not limited to the public, clients, or visitors to sites where work is being undertaken.



- (i) The Contractor 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 KASE Group.
- (j) The Contractor must not express any views to any persons as to the adequacy or extent of Works being performed for KASE Group.
- (k) The Contractor must ensure that the Site is left clean and tidy with all rubbish disposed of and no mess to be left, and in doing so comply with any requirements set out in the Work Order and applicable Environmental Laws. Where required drop sheets and other precautionary measures will be used. If the Contractor fails to do so KASE Group may carry out the work necessary to achieve this outcome. The costs thereof may be deducted from any moneys due or becoming due to the Contractor.
- (l) The Contractor, and its Personnel, and any other person engaged by it in the performance of the Works shall in all dealings concerning the performance of the Works act in a manner consistent with standards set in this Agreement and The General Insurance Code of Practice (as if the Contractor were a subscriber to that code) 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 and the appropriate personal protective equipment (PPE), and maintain a clean and tidy appearance;
  - ii. conducts themselves in a manner which does not cause offence to any other person on site or nearby the site, including being polite, patient, courteous and not using offensive language;
  - iii. be honest, efficient, fair, transparent and timely in its dealings;
  - iv. take extra care with persons experiencing a vulnerability and engage with sensitivity, dignity, respect and compassion at all times;
  - v. 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; and
  - vi. manage complaints and conflict in a polite, courteous and respectful demeanor.
- (m) If the Contractor (or its Personnel) receives a complaint in relation to the Works or causes any damage to any third party property or the Site, the Contractor must immediately notify KASE Group and within 24 hours provide a detailed account of the circumstances surrounding the complaint or damage. Where required by KASE Group, the Contractor must resolve this complaint to the reasonable satisfaction of KASE Group.
- (n) The Contractor must, upon reasonable notice, assist KASE Group regarding inspections of the Works and must be available to attend site meetings relevant to the Works. The parties are to use site meetings as a means of settling issues and compliance with or adjustment of construction timetables.
- (o) If the Contractor discovers or believes there is a discrepancy between or in the plans, specifications or requirements for the Works, it must immediately refer it to KASE Group for further instructions.
- (p) The Contractor must:
  - i. inform KASE Group if any aspects of the performance of the Contract will not be in accordance with this Agreement;
  - ii. provide to KASE Group any details of or information about such aspects of the performance of the Works as KASE Group may reasonably request; and



- iii. provide all information, documentation and general assistance reasonably requested by KASE Group to satisfy itself that the Contractor has complied with its obligations under this agreement.
- (q) The Contractor shall satisfy itself with the condition of the Site and shall not proceed to carry out any Works on Site if in the Contractor's opinion the Site is unsatisfactory or unsafe.
- (r) Commencement of any Works on Site by the Contractor shall be evidence that the Contractor accepts the condition of Site and requires no additional payment and that the Contractor shall be liable for any resultant or consequent defects or damage in the Works.
- (s) The Contractor 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.
- (t) The Contractor is entitled to an extension of time for carrying out the Works as reasonably determined by KASE Group.
- (u) Title to any Goods supplied by the Contractor pursuant to a Work Order shall pass to KASE Group upon their delivery at the Site or other place nominated by KASE Group. However, risk in the Goods remains with the Contractor until completion of the Works to the satisfaction of KASE Group and the Contractor must maintain insurance for the Goods until the Contractor has completed all of its obligations under the Work Order or such other date as notified by KASE Group to the Contractor.
- (v) The Contractor shall in the carrying out of its obligations pursuant to a Work Order on a daily basis clean up the Site and remove rubbish from the Site to the satisfaction of KASE Group. Any failure by the Contractor to comply with the provisions of this clause shall entitle KASE Group to carry out those activities at the expense of the Contractor and that expense shall be deducted from any amount owing by KASE Group to the Contractor and any shortfall shall be a debt due and payable by the Contractor to KASE Group.
- (w) The Contractor must not without the written consent of KASE Group use or install any goods, chattels, fixtures or fittings unless they are an exact match for those items they are replacing or otherwise as agreed in writing by KASE Group.
- (x) The Contractor must, upon request, provide to KASE Group 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;
- (y) The Contractor shall:
  - i. give KASE Group, and any other party nominated by KASE Group, access at all reasonable times to the Works;
  - ii. carry out the Works pursuant to the Work Order within the working hours and days as KASE Group may instruct from time to time; and
  - iii. comply with all of its obligations under the Work Order and this agreement;
- (z) Minor items and works not expressly mentioned in the Work Order or this 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 Contractor warrants that



such items and works are included in the price and will be supplied and executed by the Contractor at its own cost.

(aa) The Contractor undertakes and warrants that:

- i. the Works will be performed by two or more persons engaged or employed by the Contractor;
- ii. the Contractor shall not perform work for KASE Group for more than 90 days in any financial year; and/or
- iii. the Contractor provides similar services to other customers in each financial year it provides services for KASE Group,

and shall provide to KASE Group a duly executed sub-contractor declaration in respect of payments of worker's compensation, payroll tax and remuneration in the form requested by KASE Group from time to time.

## 7. Variations

- (a) The Contractor will vary the Works as reasonably required by KASE Group but will not be entitled to claim payment for any variations not authorised in writing by KASE Group and agreed as to price.
- (b) KASE Group is to provide written instructions regarding any variations to the Works which KASE Group requires. In addition, KASE Group may, when appropriate, adjust the construction period to allow for the variation.
- (c) The Contractor shall not undertake any Works in addition to that described in the Work Order or any variation to the Works without receiving a written variation Work Order from KASE Group. Commencement of any work in connection with a variation by the Contractor in the absence of written Work Order from KASE Group is at the Contractor's risk.

## 8. Rectification and Defect Liability

- (a) Within 10 days of request by KASE Group or such other period agreed by KASE Group, the Contractor must (at its cost) rectify all defects, non-compliance or omissions in the Works identified during the Works or after completion of the Works, and any damage caused to any third party property or the Site by the Contractor (or its Personnel).
- (b) KASE Group may from time to time give the Contractor a direction to rectify a defect which shall identify the defect and the date for completion of its rectification and may state a reasonable date for commencement of the rectification.
- (c) The Contractor shall carry out rectification in a manner causing as little inconvenience to the occupants or users of the Works as is reasonably possible.
- (d) When rectifying defects identified by the KASE Group, the Contractor must ensure all defect works are performed in a safe manner. The Contractor must also ensure it has implemented systems of work in accordance with the risks associated with the rectification of defects, developed a safe work method statement, its Personnel and sub-contractors have been provided with necessary information, instruction, supervision and provided with and aware of the content of the safe work method statement.
- (e) If in KASE Group's opinion any aspect of the rectification work carried out by the Contractor is incomplete or requires further rectification work, KASE Group will advise the Contractor of the scope of the required rectification work and request the Contractor to provide an estimated commencement and completion date of the work.



- (f) If the Contractor on the request of KASE Group fails to remedy any such defect or default to the satisfaction of KASE Group within a reasonable period of time specified by KASE Group, then without prejudice to any other rights or remedies, such defect or default may be remedied by KASE Group at the cost of the Contractor.
- (g) If KASE Group reasonably refuses to allow the Contractor to carry out the rectification work by reason of the Contractor's inability to carry out that work or otherwise, or the rectification is not commenced or completed by the stated dates, then another contractor may be engaged by KASE Group to carry out the required rectification work but without prejudice to any other rights or remedies KASE Group may have. Any refusal by KASE Group under this clause shall be at their unfettered discretion.
- (h) The Contractor will be liable for all loss, damages, costs and expenses of the rectification of the Works (including any costs payable to a third-party supplier/contractor), including without limitation any costs associated with temporary accommodation during the rectification works, (rectification costs) and must pay any rectification costs within 5 business days of written demand by KASE Group.
- (i) In the event KASE Group has paid for any part of all of the Works that are unsatisfactory or incurred rectification costs, the Contractor irrevocably authorises KASE Group to deduct this amount from future payments owing by KASE Group to the Contractor. Notification of such will be provided in writing.

#### 9. Payment Claims

- (a) The Contractor must submit correctly rendered invoices (Payment Claims) to KASE Group within seven (7) days after the completion of a Work Order.
- (b) A Payment Claim is correctly rendered if it contains the:
  - i. Work Order number;
  - ii. name of the Contractor's supervisor having control of the job;
  - iii. address of the Site;
  - iv. Contractor's ABN number;
  - v. clearly identify the Goods and Services to which it relates; and
  - vi. such information as notified or requested by KASE Group from time to time (for example, photos and install certificates).
- (c) A Payment Claim must not include an amount for a variation unless the price of the variation has been agreed in writing under a Work Order issued by KASE Group.
- (d) All Payment Claims must be submitted with:
  - i. a completed Contractors Information Form;
  - ii. completed and duly executed Subcontractor's Statement; and
  - iii. such other information and supporting documents as notified or requested by KASE Group from time to time.
- (e) The Contractor must, upon request by KASE Group:
  - i. provide evidence in support of a Payment Claim, including without limitation relevant time sheets, dockets, site records, and labour and materials invoices;



- ii. provide KASE Group (and its representatives) with supervised access to its premises, books, records, documents, computer systems, equipment and other property to verify the Contractor's compliance with this agreement and any Work Order, including the right to make copies of such documents.
- (f) Except as expressly provided in this agreement:
  - i. the price set out in the Work Order or otherwise agreed or determined by KASE Group is the only amounts payable by KASE Group for the Works, and include taxes, duties, charges and expenses; and
  - ii. any extra work performed by the Contractor outside the scope of the Works, including out-of-hours, without the prior written approval of KASE Group under a Work Order will be a gratuitous effort by the Contractor, and the Contractor has no right or entitlement to make any claim against KASE Group for that work.

## 10. Payment

- (a) Nothing in this agreement requires KASE Group to make any payment in respect of any Works that are not performed in accordance with this agreement.
- (b) KASE Group will not be liable for any payment to the Contractor for any Services completed without the Contractor first obtaining a Work Order from KASE Group and complying with all its obligations under this agreement.
- (c) Subject to the clauses above, and unless otherwise specified in the Work Order, the Contractor will be paid 30-days from end of month in which a correctly rendered Payment Claim and all additional information or evidence required by KASE Group is received.
- (d) Approval or payment of a Payment Claim is not an admission of liability or evidence that the Contractor's obligations under the Work Order have been completed satisfactorily, but is payment on account only.
- (e) If the Contractor owes any debt, payment or damages to KASE Group in connection with the agreement or any Work Order, KASE Group may set off that amount, or part of it, against its obligations to pay a Payment Claim. Nothing in this clause affects the right of KASE Group to recover from the Contractor the whole of such moneys or any balance that remains owing.
- (f) 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.
- (g) In the event KASE Group pays for Goods and/or Services that are later deemed by the KASE Group to be unsatisfactory, defective or incomplete, the Contractor may, without prejudice to any other rights or remedies, deduct either the reasonable value of or the cost to rectify or complete those Goods or Services from future payments to the Contractor and any shortfall shall be a debt due and payable by the Contractor to KASE Group.

## 11. Relationship

- (a) The Contractor acknowledges that the Contractor will undertake the Works as an independent contractor, and will not act as, or be regarded as, an agent or employee of KASE Group.
- (b) Nothing in this agreement constitutes a relationship of employer and employee, principal and agent or partnership between KASE Group and the Contractor or any of its Personnel.
- (c) The Contractor will be solely responsible for:



- i. 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
  - ii. providing superannuation and workers compensation cover in respect of its employees.
- (d) The Contractor indemnifies KASE Group from and against any claim, demand, loss, liability, cost or expense arising from or in connection with the Contractor or any of its Personnel being determined to be an employee of KASE Group or KASE Group being determined to be an employment agent or labour hire agency in respect of its engagement of the Contractor.
- (e) The Contractor, and its Personnel, will not be entitled to the payment by KASE Group of any salary, annual leave, sick leave, carers leave or compassionate leave, superannuation, workers compensation, redundancy pay, severance pay, long service leave or any other entitlement which an employee has in respect of his or her employment.
- (f) The Contractor shall be solely liable to provide its own annual leave, sick leave, long service leave, workers compensation insurance, superannuation, and taxation liabilities for its Personnel and KASE Group shall have no responsibility whatsoever in respect of any of the foregoing.
- (g) The Contractor must not make or purport to make any representations or statements on behalf of KASE Group.

## 12. Labour and Human Rights

- (a) Contractors must foster a culture of equal opportunity, diversity, non-discrimination, and anti-harassment in their business practices. They should treat their employees fairly and with respect, ensuring compliance with applicable labour laws, including those related to fair wages, benefits, working hours, leave entitlements and freedom of association.
- (b) Contractors should make efforts to create gender equality and look for opportunities to boost equality within their businesses. We expect our Contractors to deliver working conditions that go beyond minimum requirements with a demonstrated focus on employee health and wellbeing.

## 13. Sourcing Materials

- (a) At Kase Group, we have zero tolerance for modern slavery of any form and expect our Contractors to identify, manage and remediate risks in their operations and throughout their supply chains.
- (b) As a building industry, we are conscious of the potential link between the production of raw materials and human rights violations. KASE Group supports ethical sourcing of all materials, for this reason we expect Contractors to promote responsible sourcing and develop due diligence policies.

## 14. Warranties

The Contractor warrants that:

- (a) all Goods and/or Services shall comply in all respects with:
  - i. the terms of the Work Order including all specifications;
  - ii. all applicable laws and regulations; and
  - iii. all applicable codes and standards;
- (b) it has examined and has actual knowledge of the Site and all information made available to, or provided to, or obtained by, the Contractor;

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- (c) all goods, materials and equipment supplied and used by the Contractor for the Works are suitable, new and free of defects;
- (d) all necessary consents, permits, approvals or authorities have been, or will be, obtained in order for the Contractor to carry out and complete the Works;
- (e) the Contractor and its Personnel are suitably qualified and experienced to perform the Works, and hold the specific skills, qualifications, experience, education, training, licenses, registrations or accreditations required to perform the Works;
- (f) the Contractor and its Personnel possess and will use the specific skills, qualifications and experience required for the Works;
- (g) the Contractor is solvent and able to pay its debts as and when they fall due, and is not subject to any Event of Insolvency;
- (h) the Contractor has adequate resources (including financial, technological and human resources services) in order to perform the Works in compliance with the terms of this agreement and all laws.
- (i) the Contractor has or shall obtain (at its own cost) all plant, equipment, tools, materials, supplies and any other items necessary to perform the Works;
- (j) it shall at all times exercise the skill, care and diligence in the execution and completion of the Works that would be expected of a professional experienced in providing the Works;
- (k) it will perform the Works in a timely, safe and professional manner
- (l) all Personnel will receive proper information, instruction, training, monitoring and supervision from the Contractor to undertake the work;
- (m) no personnel have been convicted of and are not being investigated or prosecuted for, any offence which would preclude them from working for KASE Group, including without limitation any offences for fraud, dishonesty, serious assaults, or serious sex offences.
- (n) in respect of any Services, including all design work, the Services when complete will be:
  - i. fit for the purpose for which they were intended or the purpose to be inferred in all respects;
  - ii. comply with all requirements of the Work Order;
  - iii. comply with good design and engineering practice; and
  - iv. free from defects, errors or omissions.
- (o) designed in accordance with safety in design principles including integrating risk control measures early in the design process to eliminate or, if this is not reasonably practicable, minimise *risks* to health and safety throughout the lifecycle of the product being designed. in respect of any Goods developed, produced or supplied, the Goods will:
  - i. be in new and unused condition and of recent origin, unless otherwise specified and agreed;
  - ii. be suitably packed and appropriately prepared for transportation;
  - iii. be fit for the purpose for which they are supplied;
  - iv. be subject to all the usual and customary trade warranties as well as any warranties which KASE Group may specifically request and the Contractor will at its cost ensure that KASE



Group is assigned and has the benefit of any unexpired warranties upon completion of the Works;

- v. have good and marketable title;
- vi. have copies of all warranties which will be supplied to KASE Group with invoices for payment; and
- vii. be free from defects, errors or omissions

(p) The Contractor warrants that

- i. it is the holder of all necessary licenses required to perform the Works in the relevant jurisdiction in which the Works are undertaken (for example, a current and valid license from NSW Fair Trading which permits the carrying out of 'residential building works'). The Contractor undertakes to ensure that all licenses remains valid throughout the period of the agreement and acknowledges the validity of such license is a fundamental condition of this agreement.
- ii. all workers employed or engaged by the Contractor to perform the Works under the agreement, including eligible 457 visa holders, are lawfully entitled to work in Australia in accordance with Australian law (including the Migration Act (Cth)).
- iii. it does not engage in any conduct which may breach Modern Slavery legislation and adheres to all its obligations as imposed under applicable industrial legislation.

In the event that the Contractor suspects or becomes aware of any breach or potential breach of any warranty, it must immediately give written notice to KASE Group setting out the facts, matters and circumstances related to the breach or potential breach of warranty.

15. Insurance

- (a) The Contractor will ensure that it arranges and maintains all relevant insurance coverage in connection with the performance of the Works, including:
  - i. Contract Works Insurance (not less than \$10,000,000 per claim);
  - ii. Workers Compensation/Personal Income Protection (not less than \$5,000,000 per claim);
  - iii. Product Liability Insurance (not less than \$20,000,000 per claim);
  - iv. Public Liability Insurance (not less than \$20,000,000 per claim);
  - v. Professional Indemnity Insurance (not less than \$10,000,000 per claim);
  - vi. comprehensive motor vehicle insurance covering loss of or damage to the Contractor's vehicles and liability for loss of or damage to third party property from the use of the vehicle.
- (b) The Contractor will ensure that such insurances will:
  - i. note the interests of any entity of KASE Group;
  - ii. contain a severability of interest clause.
  - iii. contains a breach of warranty clause;
  - iv. contains a 30-day cancellation clause.
- (c) The Contractor must produce certificates of currency for all insurances required when requested to do so by KASE Group.



- (d) Immediate suspension of the Works will apply if KASE Group has not received current insurances when requested and/or upon yearly renewal.

16. Workplace Health and Safety (WHS)

- (a) The Contractor must ensure when performing the Works that it complies with its obligations under applicable WHS HS Laws, including, so far as is reasonably practicable:
- i. implement safe systems of work applicable to the Works in compliance with legislated obligations, codes of practice and Australian Standards.
  - ii. ensure plant and equipment are safe for their intended use, adequately guarded, maintained and service in accordance with the manufacturer's specifications and free from defect;
  - iii. provide necessary information, instruction, supervision and training to its Personnel and sub-contractors relating to the Works;
  - iv. ensure the health and safety of all persons including members of the public are not put at risk arising from the performance of the Works.
  - v. Immediately discontinue any practice or remove any equipment considered to pose a serious risk to health and safety.
  - vi. consult with KASE Group on any matters of health and safety that may pose a risk to KASE Group workers or others, including other contractors and their workers
  - vii. where undertaking High Risk Construction Work (HRCW) as defined under applicable health and safety legislation
    - a. prepare, in consultation with workers, safe work method statements (SWMS) relevant to the high risk construction work
    - b. Amend any safe work method statements as required due to changed circumstances affecting the HRCW being undertaken
    - c. Supervise compliance with prepared SWMS during the work
  - viii. provide a copy of HRCW SWMS to KASE Group in all WHS jurisdictions (not Victoria) prior to HRCW commencing.
- (b) KASE Group reserves the right to request and the Contractor must provide any documentation prepared for the purpose of compliance with health and safety legislation.
- (c) The Contractor acknowledges that its acts or omissions may affect the ability of the KASE Group to comply with duties and obligations arising under the WHS Laws. The Contractor shall ensure so far as is reasonably practicable that it does not by its acts or omissions cause or contribute to any breach by the KASE Group of any provisions of the OHS Laws and shall take all steps as are reasonably practicable to assist the KASE Group in complying with its duties and obligations under the OHS Laws.
- (d) The Contractor will indemnify the KASE Group to the extent permitted by law in respect of any liability, costs, losses or expenses whatsoever arising in connection with any breach of the OHS Laws by the KASE Group to which the Contractor has contributed by a breach of this clause. The indemnity given under this paragraph does not restrict or alter and is not restricted or altered by any indemnity given elsewhere under this Contract.
- (e) The contractor agrees that it will complete any prequalification processes as requested by KASE Group from time.



Incident Management

## (f) The Contractor must:

- i. Immediately notify the KASE Group of any serious incidents, accidents or near misses arising from the Work or involving the Contractor or its workers that resulted in or posed a risk of serious, actual or potential fatality or hospitalisation, injury or property damage or is notifiable under applicable health and safety legislation that occurs during the performance of the Works
- ii. Upon occurrence of a notifiable incident at sites controlled by KASE Group
  - a. In Victoria – Immediately notify KASE Group who will notify WorkSafe Victoria
  - b. In all other jurisdictions – immediately notify KASE Group and the applicable local safety regulator.
- iii. Upon occurrence of a notifiable incident at sites not controlled by KASE Group immediately notify KASE Group and the applicable local safety regulator
- iv. within 24 hours of any such incident, accident or near miss provide the KASE Group with a report setting out complete details of the incident or accident, including the results of any investigations into its causes and any recommendations or strategies for future prevention;
- v. provide the KASE Group with copies of any notice provided by the Contractor to the applicable authority under WHS Laws or any notice from any safety regulator to the Contractor.

## 17. Suspension

- (a) KASE Group may elect in its sole and absolute discretion, to suspend the Contractor's performance of the Work Order by providing five (5) Business Days written notice to the Contractor (Suspension Notice).
- (b) Where a Suspension Notice is issued, the Contractor must:
  - i. take any action specified in the Suspension Notice which KASE Group may reasonably require;
  - ii. do all things reasonably necessary to reduce and limit any expenses or costs incurred in connection with the suspension of the Services; and
  - iii. recommence performance of the Services as directed by KASE Group.
- (c) If KASE Group directs the Contractor to suspend Work in accordance with this clause:
  - i. the Contractor will not be entitled to payment from the date of the suspension until all action required by the Suspension Notice is completed or rectified to the reasonable satisfaction of KASE Group;
  - ii. the Contractor will not be entitled to any payments for work or actions carried out pursuant to a Suspension Notice.

## 18. Termination

This Agreement or any Work Order can be terminated on the following basis:

- (a) By KASE Group by giving the Contractor the provision of four (4) weeks' notice in writing; or
- (b) By KASE Group immediately on the provision of written notice (Termination Notice), if at any time the Contractor or any of its Personnel:



- i. is or becomes in breach of any of the terms and conditions of this Agreement or any Work Order and fails to rectify the breach within 5 days of written notice from KASE Group (if the breach is capable of remedy);
  - ii. is or becomes incompetent in the performance of the Contractors duties under this Agreement or any Work Order or engages in misconduct;
  - iii. is or becomes significantly absent or neglectful of the Contractors duties under this Agreement or any Work Order;
  - iv. acts dishonestly in relation to any matters in this agreement or relating to any Services provided;
  - v. is or becomes involved in a harassment claim;
  - vi. is charged with a criminal offence which, in the reasonable opinion of KASE Group, brings disrepute to its name and business;
  - vii. if found to be accessing a site without proper authorisation, attempting to work without proper supervision or breaching any duty or obligation pursuant to any OHS Law or other Act or regulation; or
  - viii. engages in any abusive or inappropriate behaviour.
  - ix. becomes subject to any Event of Insolvency;
  - x. fails to comply with any law, regulations, Codes of Practice or Australian Standards including without limitation OHS Laws and Environmental Laws, including, without limitation, the National Construction Code, OHS Laws and regulations, and Environmental Laws.
  - xi. are engaged in any dispute or investigation that in the reasonable opinion of KASE Group affects the reputation, goodwill or standing of KASE Group or the Contractor's ability to complete the Works in accordance with this agreement.
- (c) Upon the receipt of a Termination Notice, the Contractor must do the following:
- i. advise KASE Group in writing of the current status of all Works being provided;
  - ii. advise KASE Group in writing what further Works must be provided to comply with the Work Order and to complete the provision of the Works;
  - iii. provide KASE Group with all information and documents it requires, including any install certificates for the Works (or part thereof);
  - iv. return all property, equipment, goods, materials, documents and information belonging to KASE Group; and
  - v. render all reasonable assistance to KASE Group to complete the Work Order, including transition of the Work, functions and operations to be performed by the Contractor to another service provider.
- (d) On the termination of this Agreement, KASE Group is entitled, without prejudice to any other rights or remedies, to deduct from the Contractor:
- i. any monies outstanding to the Contractor due to impact of completion of agreed works; and
  - ii. all reasonable costs for KASE Group to complete the Works, including without limitation the costs of another contractor engaged by KASE Group to undertake the Works.



## 19. Indemnity

- (a) The Contractor will indemnify and keep indemnified, KASE Group (and each of its Personnel) against all claims, loss, damage, costs (including legal costs), expenses, liabilities, penalties or fines (Loss) suffered or incurred, whether wholly or in part, directly or indirectly by KASE Group (or its Personnel) arising from or in connection with the performance of the Works or the performance of this Agreement or as a result of any other act, omission or conduct of the Contractor (or its Personnel), including without limitation death or injury of any person, damage to property, business interruption of KASE Group, third party loss, and any loss resulting from KASE Group's reliance on the performance of the Agreement, except to the extent that the Loss arises as a direct result of KASE Group's negligence.
- (b) Without limiting the foregoing, the Contractor will be liable for and indemnify KASE Group against any and all Loss suffered or incurred by KASE Group arising from or in connection with any failure by the Contractor (and its Personnel) to perform the Works in accordance with the Agreement or any breach of the Agreement by the Contractor.

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## 20. Confidentiality

- (a) The Contractor covenants and agrees to:
  - i. keep the Confidential Information confidential;
  - ii. use Confidential Information strictly for the Permitted Use.
- (b) KASE Group reserves all rights in the Confidential Information and no rights or obligations other than those expressly contained in this agreement are granted or are to be implied from this contract.
- (c) The Contractor acknowledges and agrees that the Confidential Information is and will remain the exclusive property of KASE Group.
- (d) The Contractor will not:
  - i. disclose, communicate, publish, grant access or make available, directly or indirectly, any Confidential Information (whether orally, electronically or otherwise) to any person whatsoever without the prior written consent of KASE Group or as expressly permitted by this agreement.
  - ii. use or exploit, or permit the Confidential Information to be used or exploited, in any way or for any purpose whatsoever except for the Permitted Use;
  - iii. use or seek to use, or cause or permit to be used, any of the Confidential Information to the current or potential competitive disadvantage or detriment of KASE Group.
  - iv. copy, duplicate, reduce to writing or otherwise record the Confidential Information except as strictly necessary for the Permitted Use (and any such copies, reductions to writing and records shall be the property of KASE Group and must be stored safely and securely).

## 21. Assignment and Sub-Contracting

- (a) The Contractor may not assign or sub-contract the Works (or any part thereof) or this Agreement except with the prior written consent of KASE Group. KASE Group may in its absolute discretion refuse to consent the assignment or approve the sub-contractor without giving reasons and may give that consent or approval on whatever terms and conditions KASE Group considers appropriate.

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- (b) KASE Group may assign, transfer, novate otherwise deal with any or all of its rights or obligations under the agreement at any time to any party that is capable of meeting KASE Group's obligations under the Agreement.
- (c) If required by KASE Group, the Contractor must submit documentation in a form provided by KASE Group to give effect to the assignment, novation or transfer of KASE Group's rights or obligations under the agreement.
- (d) No sub-contract or assignment, whether with or without the consent of the Contractor, will in any way relieve the Contractor from full responsibility for the Services and the performance of the agreement or its obligations or liabilities under the agreement.
- (e) As between the Contractor and KASE Group, the Contractor's sub-contractor will be considered the agent and employee of the Contractor. The acts and omissions of each sub-contractor and of all persons either directly or indirectly acting for it will be deemed to be the acts and omissions of the Contractor.

## 22. Dispute Resolution

- (a) If any dispute concerning this agreement arises between KASE Group and the Contractor then either party must give the other written notice of the dispute. The notice is to detail matters relevant to the dispute (Dispute Notice).
- (b) Within five (5) Business Days after the giving of such a Dispute Notice the parties must confer at least once to attempt to resolve the dispute or to agree on a method of resolving the dispute by other means such as mediation, expert determination or arbitration. At any such conference each party must be represented by someone having the authority to settle the dispute.
- (c) A dispute as to valuation of variations which is not resolved at the conference required above is to be referred to arbitration or expert determination.

## 23. Notices

- (a) A notice is deemed to have been given and received:
  - i. if addressed to the relevant address in this agreement or the last address communicated in writing to the person giving the notice; or
  - ii. sent by email address nominated in this agreement or subsequent alternate email address advised in writing.
- (b) A notice is deemed to have been served:
  - i. if delivered by hand, on the day of delivery;
  - ii. if by post, on the third day after posting;
  - iii. if by email, at the time when the email enters the recipient's email server.

## 24. General

- (a) Each party must take any reasonable steps (including executing any document) and must ensure that its personnel including any sub-contractors take any reasonable steps (including executing any document) that the other party may reasonably require to give full effect to the Agreement.
- (b) This agreement shall be governed by the laws of New South Wales, Australia. The parties submit to the non-exclusive jurisdiction of the Courts of that Australian State or Territory and any Courts that may hear appeals from those Courts in respect of any proceedings under, arising out of or in connection with the agreement.



- (c) No waiver of any breach of this agreement shall be deemed to be a waiver of any other, or any subsequent, breach. No failure or delay by any party in exercising any rights, power or privilege under this agreement shall operate as a waiver, nor shall any single or partial exercise preclude any other or further exercise of any right, power or privilege under this agreement.
- (d) Any modification to or variation of this agreement must be in writing and signed by each party.

## 25. Definitions

*Business Day* means a day other than a Saturday, Sunday or public holiday in all states and territories of Australia.

*Confidential Information* means the terms of this agreement and all information belonging or relating to KASE Group (or its clients, customers or suppliers), whether oral, graphic, written or in any other form, that is in fact, or should reasonably be regarded as, confidential and including all fees, pricing, plans, drawings, data, descriptions or other specifications (together with any copyright, design rights or any intellectual property rights in them) supplied by KASE Group to the Contractor in connection with this agreement or a Work Order, whether supplied before or after the date of this agreement.

*Contractor Information Form* means the form specified in Schedule 1.

*Completion Date* means the latest of the date specified in the Work Order as the final day for the performance of the Works, the date performance of the Works ceased, or as otherwise directed by KASE Group.

*Environmental Laws* means all laws, rules or regulations relating to the prevention, remediation and minimisation of pollution (including noise pollution), emissions, waste and adverse impacts on the environment.

*Event of Insolvency* in respect of the Contractor occurs if:

- (a) the Contractor is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act 2001 (Cth));
- (b) the Contractor is in liquidation, in provisional liquidation, under administration or wound up or has had a controller appointed to its property;
- (c) the Contractor is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other participants);
- (d) the Contractor is otherwise unable to pay its debts when they fall due; or
- (e) something having a substantially similar effect to (a) to (d) happens in connection with that person under the law of any jurisdiction,
- (f) an application or order has been made (and, in the case of an application, it is not stayed, withdrawn or dismissed within 30 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of (a), (b) or (c) above;
- (g) the Contractor is taken (under section 459F(1) of the Corporations Act 2001 (Cth)) to have failed to comply with a statutory demand; or
- (h) the Contractor is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act 2001 (Cth) (or it makes a statement from which the financier reasonably deduces it is so subject).



*Goods* means any materials, supplies, plant, equipment and other things specified in the Work Order to be supplied by the Contractor and/or to be used or supplied in the performance of the agreement or developed in connection with the Services.

*KASE Group* means all Parties listed in Clause 1 of this Agreement, excluding the Contractor.

*Notifiable incident* has the meaning given to that term under applicable WHS Laws.

*Payment Claims* has the meaning given to it in clause 9(a).

*Permitted Use* means supplying the Goods and/or Services to KASE Group under this agreement.

*Personnel* means the officers, director, employees, subcontractors and agents of a party;

*Services* means the services described in the Work Order or as varied from time to time in accordance with this agreement.

*Site* has the meaning given to it in clause 6(c).

*Start Date* means the earlier of the date specified in the Work Order as the first day for the performance of the Works, the date performance of the Works began, or as otherwise directed by KASE Group.

*WHS Laws* means the workplace health and safety legislation operative in the State or

Territory in which the Works are undertaken, for example, in New South Wales the *Work Health and Safety Act 2011* (NSW) and the *Work Health and Safety Regulation 2011* (NSW); in Victoria the *Occupational Health and Safety Act 2004* (Vic) and the *Occupational Health and Safety Regulations 2007* (Vic),

*Works* has the meaning given to it in clause 5(a).

*Work Order* has the meaning given to it in clause 5(a).

Executed as an agreement in accordance with section 126 of the Corporations Act 2001 (Cth)

This Agreement is made between KASE Group (as defined in Clause 1) and the Contractor.

Executed by

Contractor Name: .....

.....  
Name of the authorised representative

.....  
Signature of authorised representative

Date: .....

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