



Maintain
Australia

Contractor Agreement

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Introduction

Maintain Australia PTY LTD specializes in building repairs & maintenance work in South East Queensland and Central New South Wales. Our goal is to provide our valued customers exceptional customer service, quality workmanship, on time, on budget. At Maintain Australia we are passionate about being the preferred building contractor for our clients and we welcome our Sub-Contractors in being part of that vision.

This document is a binding agreement outlining terms, expectations and key deliverables between both parties.

It is a requirement of all our Sub-Contractors to hold all relevant qualifications, licenses and insurance i.e. Public Liability, Work Cover and alike as defined in the Pre-Qualification document ADM-FRM-14. Whilst working for us, you will also be responsible for keeping these items up to date. Maintain Australia requires all Sub-Contractors to provide current documentation upon expiry.

We look forward to a long and successful working partnership with you and your staff.

A handwritten signature in black ink, appearing to read "B. Nelmes".

Barry Nelmes
Director

A handwritten signature in black ink, appearing to read "G. Dawson".

Gary Dawson
Director

1. Contractor Agreement

The MAINTAIN AUSTRALIA Contractor Agreement outlines all the business requirements and terms in order for Contractors to manage jobs effectively and efficiently, mitigate risk and to provide a seamless experience for the client, customer, Maintain Australia and you the Sub-Contractor.

2. Allocation & Commitment of Work

All work will be allocated to the Sub-Contractor via an email from the Job Manager responsible for that job. This will be in the format of a detailed Scope of Works (SOW) that will outline the following:

- Detailed written description of the work that is to be carried out.
- Price Sub-Contractor has been allocated.

The Job Manager will require the Sub-Contractor to confirm a start/completion date and times to carry out the work within **48 hours** of the Job Manager sending out the job details and Scope of Works unless agreed in writing otherwise. Failure to do so may result in the Job Manager finding an alternative Sub-Contractor to carry out the work. Once you have committed a date and time to the job you are responsible for notifying the Job Manager if there are any changes to this. At this stage the Job Manager will also email you a Purchase Order.

The Sub-Contractor will warrant:

- All materials supplied will be suitable, new and free of defects.
- The trade works will be carried out in a proper and skillful manner.
- They hold all licenses, training & competencies required to carry out the trade works in a safe manner.

3. Job Managers Responsibility

It is the Job Managers responsibility to manage the overall job. They will call the customer prior to commencing work, on the day of work, and after the work is completed to ensure the customer is satisfied. If the Sub-Contractor has any questions relating to the job or the customer has any questions and the Sub-Contractor is unsure how to answer, they must first call the Job Manager.

4. Liability

The Sub-Contractor will be liable for any damage caused by the Sub-Contractor or their employees to the customer or customer's property. It is expected that you would report incidents of this nature to Management immediately.

If damage occurs the Sub-Contractor must, at their cost, make good any work within a 48hr time frame. If the Sub-Contractor does not agree with such a direction, we may have that work carried out by others and the cost be debited from the invoice or off-set against any future invoices.

5. Additional Work Requested by Customers

In the event of a customer requesting additional work, outside of the work scope, the Sub-Contractor must advise that only work outlined on the authorized Scope of Works may be carried out, unless:

The customer enters into an agreement with Maintain Australia to carry out additional work (renovations or repairs). MAINTAIN AUSTRALIA defines this as “Concurrent Works”. In this situation the Sub-Contractor must inform the Job Manager who will liaise with the customer on the details of the additional work and arrange for a quote to be sent to the customer. Once accepted and the deposit for the additional work received, the work can then proceed.

6. Photos and Video

All Sub-Contractors must take before, during and after photos (and in some situations video) of every job they work on. These photos must be sent into the Job Manager when your work is complete.

7. Variations

If you arrive at a job and there is extra damage or additional works outside the SOW, you are expected to notify the Job Manager immediately. You will be required to complete a Variation Evaluation and send this in to the Job Manager along with photos. MAINTAIN AUSTRALIA will assess the information and determine whether it will need to be submitted to the client. No variation should be started until approval has been given by MAINTAIN AUSTRALIA via email.

8. Health and Safety

The Sub-Contractor is required to carry out all works agreed with MAINTAIN AUSTRALIA in accordance with statutory WHSE requirements.

The Sub-Contractor is to complete a site risk assessment to identify risks associated with the delivery of the agreed works. To mitigate and manage the risks the Sub-Contractor is to issue to their employees and their sub-contractors all necessary SWMS (safe work method statements) to carry out the work in a safe manner. All personnel must sign onto the relevant safe systems of work inclusive of the MAINTAIN AUSTRALIA Take 5 attached to your work order. Additional Health & Safety requirements are outlined below.

- The Sub-Contractor is responsible to ensure site inductions are undertaken on each job.
- The Sub-contractor is responsible for ensuring its personnel are suitably qualified, competent and trained to undertake the tasks allocated.
- The Subcontractor is required to immediately report any accident, incident, near hit event or complaint to MAINTAIN AUSTRALIA 's WHS & Quality Manager.
- The Subcontractor is responsible for ensuring adequate signposting of work is undertaken
- The Subcontractor is responsible for ensuring emergency preparedness & response onsite, & that all workers are clear about evacuation processes.
- All plant and equipment is in sound working order, maintained to manufactures specifications
- Only ticket personnel who can supply MAINTAIN AUSTRALIA a certificate of competency are permitted to operate plant inclusive of but not limited to , Scissor lifts, Boom lifts, Excavators, Skid steer / bob cat, trucks of MR, LR, HR, MC requirements.
- All task specific Personal protective equipment must be used & maintained by the contractor

9. Units of Measure

The Sub-Contractor must use the following units of measure which will ensure consistency.

Measure	Description
No. (Number)	Measurements are made in whole or part numbers
Ea. (Each)	Each item is required
M (Meter) or LM (Lineal Meters)	Lineal shall be measured to the nearest 0.1 of a lineal meter
M2 (Square Meters)	Square meters shall be measured in length multiply by breadth and have a minimum measurement of 0.1m ²
M3 (Cubic Meters)	Cubic meters shall be measured length times breadth multiply by height and rounded up to the nearest 0.1 cubic meter

10. Payments

MAINTAIN AUSTRALIA will pay the Sub-contractor when the work is complete. This means, the job has been completed to a high quality standard, the work site was left tidy and clean and the customer is satisfied. You will be required to email the Job Manager and Accounts the following information before payment is made;

- Detailed and accurate Invoice.
- Signed copies or safe work methods, Job safety analysis & take 5
- Signed Completion Certificate – Signed by the Client
- Before and after photos of the job.

As MAINTAIN AUSTRALIA must supply these documents to the client, MAINTAIN AUSTRALIA cannot invoice the client in the event the contractor does not provide this information. As a result, MAINTAIN AUSTRALIA reserves the right to withhold the processing of the contractors payment until such time as this information is forthcoming.

11. Insurance

All Sub-Contractors carrying out work for MAINTAIN AUSTRALIA will require current Public Liability Insurance to \$5 million. Policy renewals will need to be sent into MAINTAIN AUSTRALIA when they expire. Failure to keep your Public Liability Insurance current may result in MAINTAIN AUSTRALIA no longer allocating you work. Furthermore;

- A certificate of currency must be provided for Work Cover
- In the event the contractor conducts demolition or asbestos work, provision of adequate insurance currency must be supplied to MAINTAIN AUSTRALIA .

12. Quality

Any Sub-contractors who attend MAINTAIN AUSTRALIA customers are representing our company, you have a responsibility when you attend site to ensure previous works done by trades arranged by MAINTAIN AUSTRALIA are up to the high standard we expect.

If you feel previous works by other contractors are not satisfactory, you can contact the job manger or management address this matter. Once you have notified the office of your concerns, you will be advised on the actions to take and may be required to provide photo evidence of the previous works.

13. Ethics

You must act with integrity, openness, honesty and in a manner that is consistent with public interest. You may not engage in behavior which could undermine the integrity or credibility of MAINTAIN AUSTRALIA . Refrain from doing anything that could undermine the integrity or reputation of MAINTAIN AUSTRALIA .

You must not discriminate against gender, race, creed, color, age or disability.

14. Code of Conduct

Bad language must not be used on any work site by the Sub-Contractor and any of its employees. Loud and boisterous behavior (without bad language) can be threatening and offensive to others and is strictly not allowed on any MAINTAIN AUSTRALIA work sites.

Avoid making any derogatory or non-essential comments on the work of others who may have serviced a customer's property or on faults or problems you have been engaged to rectify. In the event the customer has an issue you cannot pacify or remedy, contact the job manager immediately.

15. Confidentiality

MAINTAIN AUSTRALIA is committed to maintaining the highest degree of integrity in all our dealings with potential, current and past clients, both in terms of normal commercial confidentiality, and the protection of all personal information received in the course of providing the business services concerned.

Refrain from commenting to the customer or others on matters of a personal nature with reference to the customer or the customer's property. Do not comment on any matters relating to the contract, or the operations of MAINTAIN AUSTRALIA .

16. Complaints

If a customer raises any issues/concerns with you or wishes to make a complaint this must be relayed to the job manager immediately. The job manager will contact the customer and notify management. All issues and complaints will be dealt with at management's discretion.

If you wish to make a complaint:

- You can do this verbally by bringing any issues or concerns you have to management's attention or arranging an appointment with them to discuss this.
- If you wish to make an official complaint this can be done by submitting your complaint in writing. If management feel necessary this will be escalated accordingly and you will be notified of the outcome.

17. Discrimination

Everyone in the workplace has the right not to be discriminated against based on their sex, race, age, marital status, disabilities, sexual preferences, personal responsibilities or religious beliefs. Discrimination will not be tolerated and may result in disciplinary action or dismissal.

18. Dress Code

The Sub-contractor must ensure that all its employees and sub-contractors present neat and tidy at all times. You must ensure that the appropriate enclosed footwear is clean and will not leave marks on the customer's floor coverings. Collared polo shirts are a requirement for all work. Singlets, thongs, or t-shirts are not permitted.

19. Noise

Take care to minimize noise whilst on the work site. It is not appropriate to play your own music whilst on the work site, unless the site is vacant.

20. Smoking, Alcohol and Prohibited Substances

You must not be under the influence of alcohol, prohibited substance or smoke whilst performing work for MAINTAIN AUSTRALIA. Alcohol and prohibited substances must not be consumed on or prior to entering any MAINTAIN AUSTRALIA work site.

21. Customers Property

Treat the customer's property with due care and respect and take all necessary precautions to prevent damage when moving the customer's furniture and belongings. At no time is the Sub-Contractor to use any of the customer's property.

Use of Customers Services and Facilities

Avoid using the customer's services or facilities without prior permission from the customer. Refrain from preparing or eating food in the customer's home without their permission.

Parking and Storage

Avoid storing any materials or equipment on the site where possible. Anything stored on the work site is stored entirely at the Sub-Contractors risk. Permission must be obtained from the customer before parking or placing any vehicle or large object on the customer's property.

22. Workmanship

MAINTAIN AUSTRALIA assumes that all Sub-Contractors that it engages in work, will maintain a high quality standard of work at all times.

23. Cleaning Up

Regularly remove all rubbish resulting from the work carried out on site. Ensure you leave the work site in a clean and tidy state when you have finished. At no time is the Sub-Contractor to use any of the customer's property to assist them with the contracted works (bins, vacuum cleaners, ladders etc.). All work which generates dust must be undertaken only after adequate provision of drop sheets.

24. Animals

Animals owned by the Sub-Contractor or its employees are not allowed on the work site of MAINTAIN AUSTRALIA customers.

COMPANY INFORMATION			
Company Name:			
Trading Name:			
Proprietor/Owner:			
ABN:			
Trade Type/s:			
Preferred regions:			
Your Rates:	Hourly Rate:	Square Meter:	
ADDRESS DETAILS			
Business Address:			
Town/ Suburb:			
State:		Postcode:	
Business Phone:		Mobile:	
Email Address:			
Website:			
PAYMENT DETAILS			
I hereby authorise Maintain Australia Pty Ltd to deposit payment into the following account.			
Account Name:			
BSB:		Account No:	
INSURANCES			
(Please ensure you have provided a Certificate of Currency of current Public Liability and WorkCover Insurances)			
Indemnity Insurance Company:			
Public Liability Company:			
Current WorkCover Policy number			
Licenses (Please attach copies)			
Contractor License:		Expiry:	
License No:			
Police Clearance: (if applicable)			

***** Please note payment terms are 14 days.**

I hereby certify that I agree to the terms & conditions outlined in this agreement.. I understand contravention of these terms may warrant action by Maintain Australia

Name (printed)		Date:	
Signature			