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## GLENZEIL STANDARD SUBCONTRACT CONDITIONS

1. The Subcontractor shall comply with Glenzeil's Subcontract, Annexures and Special Conditions which are available on request.
2. The Subcontractor and its subcontractors must be licensed with the appropriate Queensland and NSW Building Authority and hold current Licence Cards.
3. The Subcontractor shall comply with the Builder's Construction Programme, which is based on a six day working week (Monday - Saturday). Short term programmes will be prepared as work progresses. The subcontractor to confirm that flexibility exists within its Industrial Instrument to work to the Builders program (minimum QMBA RDO calendar).
4. The Subcontractor shall carry out its work in accordance with ISO 9001:2008, AS4801 and ISO 14001:2004. Each subcontractor shall prepare and manage its own Quality Management system and work in association with Glenzeil site system.
5. The Subcontractor shall forward details of its ABN, ACN and GST registration before commencing work on site.
6. The Subcontractor shall comply with all requirements of the current Workplace Health & Safety Legislation and also to Glenzeil Pty Ltd's Occupational Health & Safety Management Policies and Procedures.
7. **As of 31/5/2010, the use of ladders to carry out building works and defect maintenance will not be allowed on any Glenzeil Pty Ltd Project without the issue of a Glenzeil ladder permit.**
8. Inductions / Employee Records:-
  - a) The Subcontractor's site employees and subcontractors must have a General Workplace Health and Safety Induction as required by the relevant State Authority before entry to site will be allowed. The Subcontractor shall ensure that its operatives take their General Induction Cards to site for inspection.
  - b) The Subcontractor's site employees and subcontractors must complete a Site Specific Workplace Health and Safety Induction. This is carried out by either the Safety Officer or Site Manager on site and involves completion of a Personnel Details and a Questionnaire relating to site safety (ref. Glenzeil Site Personnel Details Form). The Subcontractor shall ensure that its employees and subcontractors are aware of this.
9. The Subcontractor shall provide copies of Certificates of Competency for its employees and subcontractor's employees before commencing work on site for any task which requires a specific skill or qualification, eg. scaffolders ticket, power tool operators' certificate, etc.
10. The Subcontractor must complete a Site Work Method Statement which includes detailed procedures relating to safe practices for carrying out its work on the site. This must be submitted to and approved by either our Site Safety Officer or our Site Manager prior to starting work on site. The Subcontractor must ensure training has been given to their employees in regards to their Site Safety Plan/Work Methods.
11. The Subcontractor shall supply details of relevant Plant and Equipment Certificates before commencing work on site. All electrical tools and leads are to be checked and tagged as suitable. Plant and equipment is to be suitably maintained.

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## GLENZEIL STANDARD SUBCONTRACT CONDITIONS (Cont'd)

### 12. Indemnity and Insurances:

- a) The Subcontractor shall indemnify the Main Contractor, their Principal, and their employees (the Indemnitees) from and against all loss, damage, injury or liability howsoever caused including any legal costs and or expenses (claim/s) arising out of or in connection with or as a consequence of the carrying out of the WUS by the Subcontractor or any other person, party or sub-subcontractor engaged by the Subcontractor unless such claim is due to the sole negligence of the Indemnitees.
- b) The Main Contractor shall effect and maintain Contract Works Insurance to cover the project, the permanent and temporary works including the WUS from the date of commencement until completion of the project, subject to the terms and conditions of the policy and deductibles. The insurance policy may be viewed at the Head Office of the Main Contractor.
- c) The Subcontractor shall effect the following insurances before commencing work on site and maintain those insurances during the currency of the Subcontract and Defects Liability Period until cessation of the Subcontractor's obligations under the Subcontract:
  - i) Public Liability Insurance of not less than \$10,000,000 to cover the Subcontractor's liability for or in respect of loss, damage, injury to or death of any person or proceedings whatsoever arising under any Statute or at Common Law but excluding any claims subject to any WorkCover or similar Legislation, associated with or resulting from the execution of the WUS, including loss of or damage to any property real or personal (other than the Works) belonging to the Indemnitees or in which they have an interest.
  - ii) Workers Compensation Insurance in accordance with the applicable Legislation wherever the WUS is executed and the Subcontractor shall ensure that any other person, party or sub-subcontractor engaged by it complies with such Legislation.
  - iii) Insurance for the full replacement value of all plant, equipment and other goods whatsoever owned, hired, leased and or used by the Subcontractor in the execution of the WUS, which are not for incorporation into the permanent works.
  - iv) Professional Indemnity insurance where WUC comprises and or involves design of or associated with the WUS, whether carried out by, for or on behalf of the Subcontractor.

In respect of sub-clauses a) and c), the policy shall include the Indemnitees as Named Insured's.

- d) The Subcontractor shall meet the appropriate deductible in respect of each claim lodged by it under any of the insurances pursuant to this Clause but the deductible shall be apportioned proportionally where the same occurrence giving raise to such claim involves co-claimants.
13. The Subcontractor is to ensure that its employees and its subcontractor's employees are paid in accordance with the rates of pay and entitlements, described in their industrial instrument.
14. The Subcontractor shall submit Progress Claims to the Builder by the 25<sup>th</sup> day of each month. The claim will be checked by the Builder and processed for payment within 35 days from the end of the month. Retention shall be deducted from Progress Claims at the rate of 10% until 5% of the Contract Sum (and variations), is reached. Provided that the work is completed satisfactorily, half of the retention will be released 35 days from the end of the month of Head Contract

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Practical Completion and the second half at the expiry of the Builder's Defects Liability Period.  
Should a discount be offered for early payment, this is to be shown as an alternative tender price.

**GLENZEIL STANDARD SUBCONTRACT CONDITIONS (Cont'd)**

15. The Subcontractor must agree a Progress Claim method with the Project Administrator prior to sending any Progress Claims to our office. An RCTI Agreement can be made upon consultation with the Administrator.
16. The Subcontractor must keep its work area tidy each day and at the end of each day place all rubbish in bin provided by the Main Contractor or the designated area on site.
17. The Subcontractor is required to supply, install and maintain adequate protection of his work and material once on site.
18. The Subcontractor to include any costs of car parking should they be required.
19. The rate of liquidated damages will reflect the Head Contract and is unlimited.
20. Unless dictated by the documents, the tender price is to include the following minimum warranty periods, commencing from Project Practical Completion.

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<b>TRADE</b>	<b>WARRANTY (years)</b>
Fences and Gates	7
Concrete Flooring	5
Carpentry	7
Fibre Cement Products	7
Joinery	7
Wet Area Membrane	10
Thermal Insulation	20
Metal Roofing Siding & Plumbing	7
Fall Arrest Equipment	10
Doors & Door Frames	7
Roller Shutter Doors	7
Metal Window & Glazing	7
Door Hardware	2
Cement Render	7
Plasterboard	2
Dry Wall Partitions	2
Ceramic Tile	7
Suspended Ceiling	7
Resilient Flooring	7
Carpet	7
Painting	7
Toilet & Similar Compartments	2
Metal Framing Mirrors	2
Water Storage Tanks	7