**PURCHASE ORDER**

- MINOR SERVICES (INCLUDING DESIGN)

<table>
<thead>
<tr>
<th>Consultant name and address:</th>
<th>Send invoices and correspondence to:</th>
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<tr>
<td>Australian Business Number (ABN):</td>
<td>Australian Business Number (ABN):</td>
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</table>

**Consultant Contact:**

- Phone: ........................................
- Fax: ......................................
- Email: ....................................

**Qantas Contact:**

- Phone: ..................................
- Fax: ..................................
- Email: ..................................

**Description of Services** [state briefly the required Deliverables including Design, Documentation, report, etc.]

- Site: ........................................
- Qantas' Representative: ........................

**Scope Documents:** [state briefly the required Deliverables including Design, Documentation, report, etc.]

- ..........................................................

**Insurance Policies:** Public Liability of not less than $10m per occurrence, Professional Indemnity of not less than $5m per occurrence, Workers' Compensation for common law and statutory liability.

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**Contract Number:** [blank]

**Purchase Order No.:** ..................................

**Date of Purchase Order:** / /

The Purchase Order No should be quoted on all invoices and correspondence.

**TERMS AND CONDITIONS OF THIS PURCHASE ORDER ARE ATTACHED**

**Type of Contract** [MUST TICK ONE]:

- Lump Sum
- Time Charge

**Lump Sum Fee:** $...........................

**Time Charge Fee capped at $...........................**

**Personnel Hourly Rate**

1. $........................... per hour
2. $........................... per hour

**Disbursement Charge**

1. $...........................
2. $...........................

GST is excluded from the above Fees.

**Start Date:** ______

**Completion Date:** ______

**Signed for and on behalf of Consultant**

- Signature: .................................. Date: .....................
- Name: ..............................................................

**Signed for and on behalf of Qantas**

- Signature: .................................. Date: .....................
- Name: ..............................................................
PURCHASE ORDER TERMS FOR MINOR SERVICES (INCLUDING DESIGN)

Definitions and Interpretation:

In this Contract:

(a) "deportation Legislation" means:
   (i) in Victoria, Part IVA of the Wrongs Act 1958 (Vic);
   (ii) in New South Wales, the Civil Liability Act 2002 (NSW);
   (iii) in South Australia, the Civil Liability Act 2003 (SA);
   (iv) in Western Australia, Part 1F of the Civil Liability Act 2002 (WA);
   (v) in Queensland, the Civil Liability Act 2003 (Qld);
   (vi) in the Northern Territory, the Civil Liability Act 2002 (NT); and
   (vii) in the Australian Capital Territory, the Civil Liability Act 2003 (ACT); and
(b) "designated恰恰 or shanghai" means the design evidenced by the Design Documents and includes any materials and methods of using, fixing or working required or contemplated by the Design Documents;
(c) "Design Documents" means the drawings, specifications, and other information, samples, models, calculations, reports patterns and the like in computer readable and written form required by the Contract or created or to be created by the Consultant;
(d) "General Safety Health and Environmental Conditions" means any general requirements set out in Schedule 3, as varied by notification from Qantas from time to time;
(e) "Goods" means any goods and services tax, value added tax or sales tax imposed on the sale or supply of goods, services and rights, including but not limited to a tax imposed by the A New Tax System (Goods and Services Tax) Act 1999 (Cth) "GST Act" and the related imposition Acts of the Commonwealth;
(f) "Building and Construction Industry Payments Act 2004" means the "BICIP Act" and the related imposition Acts of the Commonwealth;
(g) "IPR" means all intellectual property rights in Australia and throughout the world, including but not limited to copyright, patents, designs, trademarks and trade secrets, ideas, concepts, materials, know how and techniques;
(h) "Moral Rights" means all present and future rights of integrity of authorship, rights of attribution of authorship, rights not to have authorship falsely attributed and rights of control by statute analogous to a similar control by statute in the world;
(i) "OHS Legislative Requirements" means all applicable occupational health and safety legislation, regulations, rules, Codes of Practice and Australian Standards as amended from time to time;
(j) "OHS Obligations" has the meaning given to it in the section titled "Occupational Health and Safety" (a) OHS Obligations."Personnel" of a party means:
   (a) the officers, employees, agents and contractors (including their employees and contractors) of that party; and
   (b) in the case of Qantas, includes officers, employees, agents and contractors of any Qantas Group Company (except the Consultant and its Personnel);
(k) "Project Brief" means the overall description of the project as described in Schedule 4;
(l) "Qantas" means Qantas Airways Limited (ABN 16 009 661 901);
(m) "Qantas Contact" means the person identified by Qantas in the Completed Purchase Order or as notified to the Consultant; and
(n) "Qantas Group" means Qantas and its related bodies corporate (as defined by the Corporations Act 2001 (Cth));
(o) "Qantas Group Company" means a company in the Qantas Group;
(p) "Qantas Premises" means any place or thing owned by or used by Qantas Group Company in the course of conducting its business, (whether or not owned by or within the exclusive control of a Qantas Group Company) including aircraft, vehicles, offices, cars, tools, materials, hangars, workshops, warehouses, kitchens and airports;
(q) "Qantas Qantus OHS Requirements" means the "OHS Requirements" section of the Supplier Requirements;
(r) "Services" means the services specified in Schedule 5, as varied by notification from Qantas from time to time; and
(s) "Services" includes all the Services expressed in Schedule 5, newly implied from or contemplated by this Contract and includes Variations;
(2) "SOPA" means:
   (a) where the Works are carried out in Victoria, the Building and Construction Industry Security of Payment Act 2002 (Vic);
   (b) where the Works are carried out in New South Wales: (i) the Building and Construction Industry Security of Payment Act 1999 (NSW); and (ii) the Contractors Debts Act 1997 (NSW);
   (c) where the Works are carried out in Queensland, the Building and Construction Industry Payments Act 2004 (Qld);
   (d) where the Works are carried out in Western Australia, the Construction Contracts Act 2004 (WA);
   (e) where the Works are carried out in South Australia, the Worker's Liens Act 1893 (SA);
   (f) where the Works are carried out in the Northern Territory, the Construction Contracts (Security of Payment) Act 2004 (NT);
   (g) where the Works are carried out in the Australian Capital Territory, the Contractors Debts Act 1987 (ACT), or any other legislation similar to these Acts, in the State or Territory in which the Site is located;
   (h) "Specific Safety Health and Environmental Conditions" means any specific requirements set out in Schedule 2, as varied by notification from Qantas from time to time;
   (i) "Variation" means an addition, omission or other change in the Services directed or approved by Qantas from time to time;
   (j) "Variations" means the supplier requirements set out in Schedule 2, as varied by notification from Qantas from time to time;
   (k) "Variation or the specific method of calculating such cost. The Consultant waives any claim for payment if it performs a Variation other than in accordance with this paragraph, even if Qantas benefits from the Variation and knows it is being performed.

Design:

This paragraph applies to any Design services performed by the Consultant. The Consultant bears the entire risk of any Design prepared as part of the Project. The Consultant must:

(a) progressively prepare the Design Documents in accordance with the Contract and any directions given by Qantas;
(b) maintain a copy of the Design Documents at the place where the Services are being performed;
(c) allow Qantas (and any person authorized by Qantas and involved in the Project to review and/or comment on each Design Document;
(d) amend or replace any Design Documents which do not comply with the Contract or as required by Qantas to obtain approval of those documents under the Contract; and
(e) comply with all laws applicable to each Design Document.

Review and Approval:

No review, approval rejection or change by Qantas will relieve the Contractor of its responsibility to comply with this Contract and prepare any responsibility on Qantas or evidence the proper performance of the Services by the Consultant.

Intelellectual Property Rights:

The Consultant assigns to Qantas all existing and future IPR in any Design Documents or other materials created by or supplied to Qantas by the Consultant in providing the Services. The Consultant must ensure that the Design Documents and the methodologies which it uses or provides do not infringe any IPRs. The Consultant must not use any Qantas trade mark without obtaining the prior written consent of Qantas (which may be given or withheld in its absolute discretion).

Moral Rights:

To the extent that the Consultant is not an individual, or is otherwise not the holder of Moral Rights in the Design Documents, the Consultant warrants that all Personnel of the Consultant have provided consents and waivers, to the fullest extent possible under the laws of any applicable jurisdiction, in relation to Moral Rights in the Design Documents, sufficient to ensure Qantas' continued unimpeded use of the Design Documents. To the extent that the Consultant is the holder of Moral Rights in relation to the Design Documents, so far as the Consultant is able to lawfully execute, the Consultant waives the Moral Rights in respect of the Design Documents. The Consultant must do all things reasonably necessary to ensure that Qantas will not be required to give any acknowledgement, including, without limitation, signing or procuring the signature of particular forms.

Fee:

For lump sum Contracts, the Fee is a fixed lump sum, subject to adjustment only on account of Variations.

For the Charge Contracts, the Consultant will be paid for the Services on a time charge basis in accordance with the hourly rates set out in this Contract and up to a maximum of the Capped Amount. The Consultant will be obliged to complete the Services despite the Capped Amount having been reached. Full compensation and recoupment of actual time incurred must be submitted weekly to Qantas or at such other times as requested by Qantas. The Contractor must provide the full detail in writing including, without limitation, sign or procuring the signature of particular forms.

Payment:

Unless otherwise agreed, the Consultant may issue a payment claim to Qantas for the Services or other amounts payable under this Contract when the Services have been completed to Qantas' satisfaction (and not before unless Qantas agrees to allow the Consultant to claim payment proportionally). Each payment claim must include the GST and any other indirect tax included in the Fee. Upon receipt of the payment claim, Qantas may provide payment to the Consultant, but only if Qantas is not required to pay Qantas' share of the costs of the Services. Qantas shall notify the Consultant in writing if Qantas does not propose to pay all or part of the amount claimed by the Consultant. The Consultant will receive the payment after notifying the Consultant in writing if the Consultant does not agree to the amount claimed by Qantas.
shall pay the payment claim (less any amounts due to Qantas from the Consultant) on a net 45 day monthly basis (meaning 45 days from the end of the month in which the payment claim is received, unless the Consultan in which case payment shall be made within 50 days of the payment claim. Payment does not mean that Qantas has accepted the Services.

Security of Payment: If the SOPA applies to the Services:

(a) the Consultant must: (i) promptly give Qantas a copy of any written communication it delivers or arranges to deliver to any other person in relation to the Services, and (ii) ensure that a copy of any written communication it delivers or arranges to deliver to Qantas in relation to the SOPA (including a payment request or demand for payment of supplies provided by it to Qantas), is provided to the Qantas and Qantas’ Representative(s) at the same time;
(b) a payment claim for the purposes of the SOPA is a valid payment claim pursuant to the payment paragraph;
(c) the times prescribed in this Contract as the times for delivering payment claims by the Consultant are, for the purposes of the SOPA, the “reference date”; and
(d) a payment schedule for the purposes of the SOPA is the assessment by Qantas or the Consultant’s claim under the Payment paragraph;
(e) if required by the SOPA, where the scheduled amount in a payment schedule is less than any amount claimed in the payment claim, then the payment schedule shall state why the scheduled amount is less and if it less because Qantas is withholding payment for any reason, Qantas’ reasons for withholding payment;
(f) failure by Qantas to set out in a payment schedule an amount which Qantas is entitled to retain, deduct, withhold or set-off (whether under this Contract or otherwise) from the amount which would otherwise be payable to the Consultant by Qantas will not prejudice Qantas’ right to subsequently exercise that right to retain, deduct, withhold or set-off any amount;
(g) upon an adjudication application under the SOPA, the authorised nominating authority for the purposes of the SOPA shall be the Institute of Arbitrators and Mediators Australia; and
(h) if the adjudicator determines an adjudication application made by the Consultant under the SOPA by determining that Qantas must pay any amount to the Consultant, subject to the SOPA, Qantas may give security for payment of the amount pending the final determination of matter.

Method of Payment: Method of payment will be Electronic Funds Transfer (EFT), with payments made to the Consultant. The Consultant’s details are set out in Schedule 2.

In compliance with the relevant withholding tax legislation or any ATO Public Ruling, Qantas will withhold an amount of tax (at the date of this Contract being 46.5%) from any payment it makes to the Consultant for a supply, unless the Consultant provides Qantas an invoice or other document relating to the supply that quotes the Consultant’s Australian Business Number (‘ABN’); or the Consultant provides Qantas with a written statement in a form approved by the ATO as to how for not quoting an ABN.

Unless expressly stated to be inclusive of GST, the consideration for the supply of any goods, services or other things under this Contract (other than as required by this paragraph), has been calculated exclusive of any GST. If GST is imposed on any part of the Services, the recipient must pay, in addition to the GST-exclusive consideration an amount equal to the GST payable by the supplier in respect of the supply.

Where GST is imposed on a supply, the Consultant shall ensure that any invoice or request for payment of supplies provided by it to Qantas shall constitute a tax invoice and will, where applicable, enable Qantas to claim tax credits for the GST in respect of the supplies to which the invoice relates and acknowledges that no amount shall be due and payable by Qantas in respect of such supply unless Qantas has received from the Consultant an invoice that complies with this paragraph.

Completion: The Consultant must not start supplying the Services until the Start Date and must ensure that the Services are completed on or before the Completion Date. The Consultant will not extend delay and increased costs resulting from delay or disruption to the Services, except where the delay is caused by a wrongful act or omission of Qantas or its Personnel, in which case the Consultant will be granted a reasonable extension of the Completion Date as its sole remedy. Qantas also has no obligation to exercise its discretion to extend the Completion Date at any time.

Defects and Non-Compliance: If the Services or any part including the Design Documents do not comply with any part of this Contract (‘Defective Item’) Qantas may (a) reject the Defective Item or instruct the Consultant to, and the Consultant must rectify the Defective Item within the time specified in the instruction (b) if the Consultant does not rectify the Defective Item or the cost of rectifying the Defective Item and recover any amounts already paid by Qantas for the Defective Item; or (c) accept the Defective Item and reduce the Fee by a reasonable amount (in its discretion).

Termination: Qantas may terminate this Contract:

(a) on 1 month’s notice (without liability), or
(b) immediately by giving notice to the Consultant if the Consultant: (i) commits a breach of this Contract which is not rectified within 30 days of notification by Qantas; or (ii) becomes insolvent.

Supervision: The Consultant must ensure that its Personnel are adequately supervised to ensure that their health and safety and that of others on the Qantas Site at all times while involved in the provision of services on a Qantas site under this Contract.

Confidential Information: The Consultant will not disclose to any person or entity for the sake of carrying out the Services any Confidential Information:

(i) relating to any and all claims, rights, obligations and liabilities arising under or in relation to this Contract on account of which Qantas may sustain or incur as a result of a breach of the Contract by the Consultant; or
(ii) relating to any and all other matters which it considers appropriate.

Insurances: The Consultant shall take out and maintain the Insurance Policies with a reputable insurer for Workers Compensation and Public Liability for the period from the commencement of the Services until the completion of the Services and for (a) the period from the commencement of the Services until the expiry of 3 years following completion of the Services on terms which comply with the requirements of the Qantas Insurance Insurer, at a premium current at the date of Purchase Order, a copy of which can be obtained from Qantas. The Consultant must, on the request of Qantas from time to time, demonstrate to Qantas’ satisfaction, compliance with this paragraph.

Assignment and Subcontracting: The Consultant must not assign part or all of this Contract. The Consultant must not change any subcontractors agreed at the time this Contract is made without Qantas’ written approval. The Consultant is liable for the acts and omissions of its subcontractors. Qantas may assign all or part of this Contract without the Consultant’s consent.

Apportionment Legislation: To the extent permitted by law, the operation of the apportionment of liability provisions in the Apportionment Legislation is excluded in relation to any and all claims, rights, obligations and liabilities arising under or in relation to this Contract with respect to which such claims, rights, obligations or liabilities are, or may be, discharged, paid, satisfied, acknowledged or suffered in any manner, or which may result from any breach of the Contract by the Consultant, its Personnel or any of its subcontractors.

OCCUPATIONAL HEALTH AND SAFETY:

(a) QHIs Obligations: in providing services at a Qantas Site under this Contract, the Consultant must comply, and must ensure that its Personnel comply, with: (i) its obligations as set out in this paragraph (a); (ii) the OHS Legislative Requirements; (iii) the Qantas OHS Requirements; (iv) the General Safety Health and Environmental Conditions; (v) the Specific Safety Health and Environmental Conditions; and (vi) any other directions to the Consultant regarding health, safety or the environment issued by Qantas from time to time, (together ‘OHS Obligations’).

(b) Occupational Health and Safety Plan: (i) Qantas may, at its discretion, require the Consultant to provide Qantas with an occupational health and safety plan with respect of the Consultant’s provision of services under this Contract (‘OHS Plan’). (ii) The OHS Plan must address those matters specified by Qantas at the time of it requesting the OHS Plan.

(c) Monitoring: The Consultant must ensure that its Personnel undertake any training:

(i) which is required by law; or (ii) which is necessary to ensure the safe performance of the Consultant’s obligations under this Contract.

(d) Supervision: The Consultant must ensure that its Personnel are adequately supervised to ensure that their health and safety and that of others on the Qantas Site at all times while involved in the provision of services on a Qantas Site under this Contract.

(e) Breach: If, at any time, the Qantas Contact is of the opinion that the Consultant is in breach of its OHS Obligations, the Qantas Contact will notify the Consultant in writing of the alleged breach and the Qantas Contact may direct the Consultant to suspend the provision of services in whole or in part.

(f) If the Consultant has been notified by the Qantas Contact of an alleged breach, the Consultant must: (A) if directed to do so by the Qantas Contact, immediately suspend the provision of services to the extent directed by the Qantas Contact; (B) not resume providing any part or whole of the services which has been suspended at the Qantas Contact until the Consultant fully satisfies the Qantas Contact that its OHS Obligations will be fully complied with; and (C) immediately rectify the breach at its own expense.
and remedies, have the obligation performed by others. The cost incurred in doing so will be a debt due and payable by the Consultant to Qantas and may be set off against any fees otherwise payable to the Consultant by Qantas.

(iv) Without limiting the foregoing, if the Qantas Contact reasonably believes that a member of the Consultant’s Personnel has breached the OHS Obligations or otherwise endangered the health or safety of any person on a Qantas Site, the Qantas Contact may take any step it considers appropriate including: (A) directing the Consultant to remove that member of the Consultant’s Personnel from the Qantas Site; and/or (B) directing the Consultant not to allow that member of the Consultant’s Personnel to be involved in providing services under this Contract.

(h) Suspension of Services: Qantas shall not be required to make any payment to the Consultant in respect of the whole or part of the services which the Consultant has been directed to suspend in accordance with paragraph (g) above.

Law: The Consultant must comply with all relevant legislation, regulations, the Building Code of Australia, requirements of government and public authorities and applicable Australian Standards in the performance of this Contract. The laws of the State or Territory in which the Site is located apply to this Contract and the parties submit to the non-exclusive jurisdiction of the courts of that State or Territory.

Entire Agreement and Variation: The Purchase Order Terms, the Completed Purchase Order and the Scope Documents in order of priority:

(a) constitutes the entire agreement between the parties as to its subject matter. For the avoidance of doubt, this Contract does not incorporate or include the Consultant’s standard terms of supply or performance;

(b) in relation to that subject matter, supersedes any prior understanding or agreement between the parties and any prior condition, warranty, indemnity or representation imposed, given or made by a party; and

(c) may only be amended in writing signed by both parties.

EXECUTED as an agreement

Schedule 1 – Consultant’s Bank Details

Payee: [Insert]
Bank: [Insert]
BSB number (or equivalent): [Insert]
Account Number: [Insert]

Schedule 2 – Supplier Requirements

[Please attach Qantas standard form from Precedents Database]

Schedule 3 – General Safety Health and Environmental Conditions

In accordance with the Supplier Requirements and Site Induction

Schedule 4 – Specific Safety Health and Environmental Conditions

In accordance with the Supplier Requirements and Site Induction

Schedule 5 – Project Brief and Services

[Insert a description of the project and details of the Services to be provided by the Consultant ie Project Brief and Scope of Service. Please include sufficient detail to allow the Consultant, a quantity surveyor and a judge who has no prior understanding of the Project, to understand exactly what is required of the Consultant]