



PURCHASE ORDER

- DESIGN & MINOR BUILDING WORKS -

Purchase Order No.:
Contract Number:	_____
Date of Purchase Order:	____ / ____ / ____

Contractor name and address:	Send invoices and correspondence to:
Contractor Contact:	Qantas Contact:
Phone:	Phone:
Fax:	Fax:

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

TERMS AND CONDITIONS OF THIS PURCHASE ORDER ARE ON THE BACK OF THIS PAGE

Type of Contract [MUST TICK ONE]:
 Lump Sum Time Charge

Contract Sum: \$ _____
 [not applicable for a Time Charge Contract]

Start Date: _____

Completion Date: _____

Liquidated Damages: \$ /day

Defects Period:

Defects Period Retention Amount: \$.....

Australian Business Number (ABN):.....

Description of Works:
.....

Site: **Superintendent (if any):**

Scope Documents: [eg. Specification, Drawings, Building Approvals, Hourly Rates]

Insurance Policies: Public Liability of not less than \$20m per occurrence, Professional Indemnity of not less than \$10m per occurrence, Workers' Compensation for common law and statutory liability.

PC Items: (If not identified in Scope Documents)

Signed for and on behalf of Contractor

Signature:.....
 Name:

Signed for and on behalf of Qantas

Signature:.....
 Name:

PURCHASE ORDER TERMS FOR DESIGN & MINOR BUILDING WORKS

Definitions and Interpretation:

In this Contract:

'Apportionment Legislation' means:

- (a) in Victoria, Part IVAA of the *Wrongs Act 1958* (Vic);
- (b) in New South Wales, the *Civil Liability Act 2002* (NSW);
- (c) in Queensland, the *Civil Liability Act 2003* (Qld);
- (d) in Western Australia, Part 1F of the *Civil Liability Act 2002* (WA);
- (e) in South Australia, the *Law Reform (Contributory Negligence and Apportionment of Liability) Act 2001* (SA);
- (f) in Tasmania, the *Civil Liability Act 2002* (Tas);
- (g) in the ACT, the *Civil Law (Wrongs) Act 2002* (ACT) and the *Building Act 2004* (ACT); and
- (h) in the Northern Territory, the *Proportionate Liability Act 2005* (NT) and the *Building Act 1996* (NT),

as amended from time to time, or any other legislation similar to these Acts, in the State or Territory in which the Site is located;

'Capped Amount' means the maximum amount payable by Qantas under a time charge contract, as specified in the Completed Purchase Order;

'Completed Purchase Order' means the completed purchase order form attached and signed on behalf of Qantas and the Contractor;

'Design Services' means all design services which the Contractor must provide as contemplated by this Contract and the Completed Purchase Order

'General Safety Health and Environmental Conditions' means any general requirements set out in **Schedule 4**, as varied by notification by Qantas from time to time;

'GST' 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;

'IPR' means all intellectual property rights in Australia and throughout the world, including:

- (a) patents, copyright, rights in circuit layouts, registered designs, trade or service marks, trade, business or company names, indication of source or appellation of origin, and any right to have confidential information kept confidential;
- (b) any application or right to apply for registration of, or assert or waive, any of the rights referred to in subparagraph (a) above; and
- (c) Moral Rights, trade secrets, ideas, concepts, materials, know-how and techniques;

'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 a similar nature conferred by statute anywhere in the world;

'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;

'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 Contractor and its Personnel);

'PC Items' means prime cost or provisional items identified as such in this Contract for which an allowance has been specifically made in the Contract Sum;

'Practical Completion' means the date when:

- (a) the Works are complete and can be fully used by Qantas except for minor defects and omissions which Qantas has agreed in writing may be rectified after that date; and
- (b) the Contractor has provided to Qantas all certificates and approvals from relevant authorities, manuals, warranties and other documents required to be given to Qantas under the Contract or necessary to allow Qantas to fully use the Works for their intended purposes

'Project Brief' means overall description of project as described in Schedule 6;

'Qantas' means Qantas Airways Limited (ABN 16 009 661 901);

'Qantas Contact' means the person identified by Qantas in the Completed Purchase Order or as notified from time to time ;

'Qantas Group' means Qantas and its related bodies corporate (as defined by the *Corporations Act 2001* (Cth));

'Qantas Group Company' means a company in the Qantas Group;

'Qantas Premises' means any place or thing used by any 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, car parks, terminals, hangars, workshops, warehouses, kitchens and airports;

'Qantas OHS Requirements' means the 'OHS Requirements' section of the Supplier Requirements;

'Qantas Site' means Qantas Premises or any other workplace controlled by a Qantas Group Company;

'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 the Australian Capital Territory, the *Contractors Debts Act 1897* (ACT),

or any other legislation similar to these Acts, in the State or Territory in which the Site is located;

'Specific Safety Health and Environmental Conditions' means any specific requirements set out in **Schedule 5**, as varied by notification by Qantas from time to time;

'Superintendent' means the Superintendent named in the Completed Purchase Order or any replacement notified to the Contractor by Qantas;

'Supplier Requirements' means the supplier requirements set out in **Schedule 2**, as varied by notification by Qantas from time to time;

'Variation' means an omission, addition or other change in the Services or Works directed or approved by Qantas in writing;

'Works' includes all works expressed in, necessarily implied from or contemplated by this Contract, and includes Variations; and any other term which starts with a capital letter and used in these standard terms will have the meaning given to it in the Completed Purchase Order.

Contract Formation: This Contract becomes binding between Qantas and the Contractor when the Contractor receives (including electronically) the Completed Purchase Order.

Works and/or Design Services: The Contractor acknowledges that Qantas is relying on the Contractor's advice, skill and judgement in the performance of the Works and/or Design Services expressed in Schedule 6, necessarily implied from or contemplated by this Contract and includes Variations and must:

- (a) carry out the Works and/or Design Services in compliance with this Contract, including Variations and ensure that the Works and/or Design Services conform with the Scope Documents;
- (b) ensure that the Contractor and its Personnel are suitably qualified and licensed and have sufficient expertise to provide the Works and/or Design Services;
- (c) provide the Works and/or Design Services efficiently, with due care and skill and to the best of the knowledge and expertise of a Consultant experienced in providing the same or similar services;
- (d) provide the Works and/or Design Services in accordance with all reasonable directions Qantas may give from time to time and within the time prescribed in the direction or, if no time is prescribed, within a reasonable time; and
- (e) ensure that the Works and/or Design Services (including but not limited to the Design Documents) as provided are fit for their intended purpose in the context

of the obligations set out in or reasonably to be inferred from the terms of this Contract.

Unless expressly stated to the contrary, the Contractor bears all risks and costs (whether or not ascertainable at the date of the Contract) of the Services and complying with its obligations under the Contract.

Variations: Qantas is not liable to pay additional costs associated with a Variation unless before the Variation commences, Qantas has agreed either the full cost of the Variation or the specific method of calculating such cost.

Price: For Lump Sum Contracts, the Contract Sum is a fixed lump sum, subject to adjustment only on account of Variations and PC Items. Qantas will pay the actual cost, without Contractor margins, of PC Items instead of the allowances in the Contract Sum.

For Time Charge Contracts, the Contractor will be paid for the Works and/or Design Services on a time charge basis in accordance with the hourly rates set out in this Contract. Full substantiation and records of actual time incurred must be submitted weekly to Qantas or at such other times as directed by Qantas. The Contract Sum or hourly rates (as applicable) include all duties, taxes (except GST, unless expressly stated as being inclusive of GST), charges, fees, insurance, delivery and handling costs, preliminaries and margins.

Payment: Unless otherwise agreed, the Contractor may invoice Qantas for the Contract Sum or other amounts payable under this Contract when Practical Completion has been achieved (and not before unless Qantas agrees to allow the Contractor to invoice progressively). Payment does not mean that Qantas has accepted the Works and/or Design Services. Each invoice must itemise the GST and any other indirect tax included in the price of each product or service, state the Purchase Order No. and be addressed to the Qantas Superintendent at the address for invoices specified in the Completed Purchase Order. Qantas will pay the invoice (less any amounts due to Qantas from the Contractor) on a nett 45 day monthly basis (meaning 45 days after the end of the calendar month in which the invoice is received) except in Queensland (where invoices will be paid within 15 business days of a payment claim) or Western Australia (where invoices will be paid within 50 days of receipt).

The Contractor waives any claim 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 Services: This paragraph applies to any Design performed by the Contractor. The Contractor bears the entire risk of any Design prepared as part of the Design Services. The Contractor must:

- (a) progressively prepare the Design Documents in accordance with the Contract and any directions given by the Superintendent;
- (b) maintain a copy of the Design Documents at the place where the Design 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, impose any responsibility on Qantas or evidence the proper performance of the Design Services by the Contractor.

Intellectual Property Rights: The Contractor assigns to Qantas all existing and future IPR in any Design Documents or other materials created by or supplied to Qantas by the Contractor in providing the Works and/or Design Services. The Contractor must ensure that the Design Documents and the methodologies which it uses or provides do not infringe any IPRs. The Contractor 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).

PURCHASE ORDER TERMS FOR DESIGN & MINOR BUILDING WORKS

Moral Rights: To the extent that the Contractor is not an individual, or is otherwise not the holder of Moral Rights in the Design Documents, the Contractor warrants that all Personnel of the Contractor have provided consents and waivers, to the fullest extent possible under the laws of any applicable jurisdiction, in relation to their Moral Rights in the Design Documents, sufficient to ensure Qantas' continued unimpeded use of the Design Documents. To the extent that the Contractor is the holder of Moral Rights in relation to the Design Documents, so far as the Consultant is able at law, the Contractor waives the Moral Rights in respect of the Design Documents. The Contractor must do all things requested by Qantas to give full effect to this paragraph including, without limitation, signing or procuring the signature of particular forms.

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

- (a) the Contractor 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 SOPA; 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 claim under the SOPA), is provided to the Qantas Contact and the Superintendent (if any) 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 Contractor are, for the purposes of the SOPA, the 'reference date';
- (d) a payment schedule for the purposes of the SOPA is the assessment by Qantas of the Contractor's claim under the Payment paragraph;
- (e) if required by the SOPA, where the scheduled amount in a payment schedule is less than 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 Contractor 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 purpose of the SOPA shall be the Institute of Arbitrators and Mediators Australia;
- (h) if the adjudicator determines an adjudication application made by the Contractor under the SOPA by determining that Qantas must pay any amount to the Contractor, subject to the SOPA, Qantas may give security for payment of that amount pending the final determination of matter;
- (i) if the Contractor suspends the whole or any part of the Works and/or Design Services pursuant to the SOPA, the suspension shall not of itself affect the date for completion of the Services and Qantas will not be liable for any loss, cost or expense incurred by the Contractor as a result of the suspension.

Method of Payment: Method of payment will be Electronic Funds Transfer (EFT), with payments made to the Contractor. The Contractor's details are set out in **Schedule 1**.

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 Contractor for a supply, unless the Contractor provides to Qantas an invoice or other document relating to the supply that quotes the Contractor's Australian Business Number ('**ABN**') or the Contractor provides Qantas with a written statement in a form approved by the ATO as to the reason 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 clause), has been calculated exclusive of any GST. If GST is imposed on any supply made pursuant to this Contract, 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 Contractor shall ensure that any invoice or other request or demand 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 Contractor an invoice that complies with this clause.

Site: Qantas will provide the Contractor with adequate access to the Site and the Works. Qantas makes no representation about the condition of the Site and accepts no liability for patent or latent conditions. The Contractor must: (a) keep the Site clean, remove all rubbish and excess materials and not pollute or contaminate the Site; and (b) comply with Qantas' requirements for use of the Site, including security, non-smoking and behaviour requirements.

Completion: The Contractor must not start work on the Site or supplying the Design Services until the Start Date and must ensure that Practical Completion occurs on or before the Completion Date. The Contractor accepts the risk of delay and increased costs resulting from delay or disruption to the Works and/or Design Services, except where the delay is caused by a wrongful act or omission of Qantas or its Personnel, in which case the Contractor will be granted a reasonable extension of the Completion Date as its sole remedy. Qantas also has a no obligation to exercise its discretion to extend the Completion Date at any time. The Contractor must pay Qantas the Liquidated Damages for each day that Practical Completion is after the Completion Date.

Defects and Non-Compliance: If the Works and/or Design 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 Contractor to, and the Contractor must rectify the Defective Item within the time specified in the instruction; (b) withhold payment for 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 Contract Sum 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 Contractor if the Contractor commits a substantial breach of this Contract or if Qantas has reasonable cause to believe that the Contractor is unable to pay any of its debts when they fall due, or

Despite the foregoing, Qantas may terminate this Contract in whole or in part immediately by giving notice to the Contractor if:

- (a) the Contractor fails to rectify any breach of the OHS Obligations; or
- (b) the Contractor breaches its OHS Obligations more than once; or
- (c) a breach of the OHS Obligations by the Contractor results in the serious injury or illness or death of any person or a dangerous occurrence (as defined in the OHS Legislative Requirements) on a Qantas Site; or
- (d) other damage results from the Contractor's failure to comply with the OHS Obligations.

(a) **Indemnity:** The Contractor indemnifies the Qantas Group against all liabilities, losses damages, expenses and costs (including reasonably incurred legal costs and expenses) suffered or incurred by the Qantas Group to the extent that they arise directly or indirectly as a result of any breach of this Contract by the Contractor or any negligent, wilful, reckless or unlawful act or omission of the Contractor or any of its employees, agents or subcontractors.

Insurance: The Contractor must take out and maintain the Insurance Policies with a reputable insurer for Workers Compensation and Public Liability for the period from commencement until expiry of the Defects Period and for Professional Indemnity for the period from commencement of the Design Services until 3 years following completion of the Design Services on terms which comply with Qantas' insurance policy requirements current at the Date of Purchase Order, a copy of which can be obtained from Qantas.

The Contractor must, on the request of Qantas from time to time, demonstrate to Qantas' satisfaction, compliance with this obligation.

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

Superintendent: The Superintendent (if any) will act as Qantas' representative and has authority to exercise the functions of Qantas as are notified by Qantas to the Contractor from time to time

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 howsoever such claims, rights, obligations or liabilities are sought to be enforced. Qantas and the Consultant agree and acknowledge that, for the purposes of the Apportionment Legislation, the Contractor is entirely responsible for any loss, damage, cost, claim or expense suffered or incurred by Qantas arising out of or in connection with any breach or negligent act or omission on the part of the Consultant, its employees, agents, subcontractors or consultants,

Confidential Information: The Contractor will not disclose to any person information in respect of the Works and/or Design Services except for the purpose of carrying out the work.

Occupational Health and Safety:

- (a) **OHS Obligations:** In providing services at a Qantas Site under this Contract, the Contractor 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 Contractor 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 Contractor to provide Qantas with an occupational health and safety plan in respect of the Contractor'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) **Training:** The Contractor must ensure that its Personnel undertake any training: (i) required by Qantas from time to time; or (ii) required by law; or (iii) which is necessary to ensure the safe performance of the Contractor's obligations under this Contract.
- (d) **Supervision:** The Contractor must ensure that its Personnel are adequately supervised to ensure their health and safety and that of other persons on the Qantas Site at all times while involved in the provision of services on a Qantas Site under this Contract.
- (e) **Monitoring:**
 - (i) Qantas may monitor the Contractor's compliance with its OHS Obligations including: (A) conducting audits of the Contractor's occupational health and safety performance; (B) requiring the Contractor to provide it with whatever documents and other information Qantas requires regarding the Contractor or its Personnel in relation to: (1) certification of insurances; (2) licences of the Contractor's Personnel; (3) registration of any vehicles; and (4) any other matter which it considers appropriate.
 - (ii) The Contractor must cooperate with any monitoring undertaken by Qantas under this paragraph (e) and must provide any documents or information requested by Qantas from time to time.
- (f) **Breach:**
 - (i) If, at any time, the Qantas Contact is of the opinion that the Contractor is in breach of its OHS Obligations, the Qantas Contact will notify the Contractor in writing of the alleged breach and the Qantas Contact may

PURCHASE ORDER TERMS FOR DESIGN & MINOR BUILDING WORKS

direct the Contractor to suspend the provision of services in whole or in part. EXECUTED as an agreement

- (ii) If the Contractor has been notified by the Qantas Contact of an alleged breach, the Contractor 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; and (B) not resume providing any part or whole of the services which has been suspended at the direction of the Qantas Contact until the Contractor fully satisfies the Qantas Contact that its OHS Obligations will be fully complied with; and (C) immediately rectify the breach at its own expense.
- (iii) If the Contractor fails to comply with its obligation under paragraph (f)(ii)(C) to rectify the breach, Qantas may, in addition to its other rights and remedies, have the obligation performed by others. The cost incurred in doing so will be a debt due and payable by the Contractor to Qantas and may be set off against any fees otherwise payable to the Contractor by Qantas.
- (iv) Without limiting the foregoing, if the Qantas Contact reasonably believes that a member of the Contractor'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 Contractor to remove that member of the Contractor's Personnel from the Qantas Site; and/or (B) directing the Contractor not to allow that member of the Contractor's Personnel to be involved in providing services under this Contract.
- (g) *Suspension of Services:* Qantas shall not be required to make any payment to the Contractor in respect of the whole or part of the services which the Contractor has been directed to suspend in accordance with paragraph (f) above.

<p>SIGNED for QANTAS AIRWAYS LIMITED by a duly authorised officer in the presence of</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person (print)</p> <p>_____</p> <p>Title of authorised person (print)</p> <p>_____</p> <p>Signature of witness</p> <p>_____</p> <p>Witness name and title (print)</p>	<p>SIGNED for _____ by a duly authorised officer in the presence of</p> <p>_____</p> <p>Signature of authorised person</p> <p>_____</p> <p>Name of authorised person (print)</p> <p>_____</p> <p>Title of authorised person (print)</p> <p>_____</p> <p>Signature of witness</p> <p>_____</p> <p>Witness name and title (print)</p>
---	--

The Contractor is to provide full documentation in order to achieve Certification including detailed design drawings, shop drawings, a complete set of CAD As Built drawings, operating manuals and warranties, all in accordance with the attached :

- FM Data Standards – CAD Drawings Revision 10.0 dated 25/11/08
- FM Data Standards – Support Documentation Revision 9.0 dated 07/07/08

Schedule 1 – Contractor's Bank Details

Law: The Contractor 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.

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

Entire Agreement and Variation: This Contract, 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 Contractor'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.

Schedule 2 – Supplier Requirements

Attached

Schedule 3 – Conditions For Working On Or Near Airports

Attached

Schedule 4 – General Safety Health and Environmental Conditions

In accordance with the Supplier Requirements and Site Induction

Schedule 5 – Specific Safety Health and Environmental Conditions

In accordance with the Supplier Requirements and Site Induction

Schedule 6 – Project Brief, performance Specification and Scope of Design Services

The Contractor is to provide Design Services, Construction Management Services and Building Works in accordance with the attached Scope Documents:

•