## PURCHASE ORDER
- DESIGN & MINOR BUILDING WORKS -

**Contractor name and address:**

Contractor Contact: __________________________

Phone: __________________________

Fax: __________________________

**Send invoices and correspondence to:**

Qantas Contact: __________________________

Phone: __________________________

Fax: __________________________

**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)

________________________

________________________

________________________

**Purchase Order No.:** __________________________

**Contract Number:** __________________________

**Date of Purchase Order:** __/__/____

**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):** __________________________

**Signed for and on behalf of Contractor**

Signature: __________________________

Name: __________________________

**Signed for and on behalf of Qantas**

Signature: __________________________

Name: __________________________
Definitions and Interpretation:

In this Contract:

(a) 'Apportionment Legislation' means:
   (i) in Victoria, Part IVA of the Wrongs Act 1958 (Vic);
   (ii) in South Australia, the Civil Liability Act 2002 (SA);
   (iii) in Queensland, the Civil Liability Act 2003 (Qld);
   (iv) in Western Australia, Part 1F of the Civil Liability Act 2002 (WA);
   (v) in South Australia, the Law Reform (Contributory Negligence and Apportionment of Liability) 2001 (SA);
   (vi) in Tasmania, the Civil Liability Act 2002 (Tas);
   (vii) in the ACT, the Civil Law (Wrongs) Act 2002 (ACT) and the Building Act 2004 (ACT); and
   (viii) 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;

(b) 'applicable authorities' means the maximum amount payable by Qantas under a time charge contract, as specified in the Completed Purchase Order;

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

(d) 'Design Services' means all design services which the Contractor must provide as part of this Contract and as specified in the Completed Purchase Order;

(e) 'General Safety Health and Environmental Conditions' means any general requirements set out in Schedule 4, as varied from time to time; and

(f) '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;

(g) '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 appealment to origin (including the right to have confidential information kept confidential);
   (b) any application or right to apply for registration of, orasser or waive, any of the rights referred to in subparagraph (a) above; and
   (c) any 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 a similar nature conferred by statute anywhere in the world;

(i) 'OHS Legislation' means all relevant 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'.

(k) 'Party' and 'Person(s)' means:
   (a) the officers, employees, agents and contractors (including their employees and agents) of any Qantas Group Company (except the Contractor and its Personnel);
   (b) in the case of Qantas, includes officers, employees, agents and contractors of any Qantas Group Company (except the Contractor and its Personnel);

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

(m) 'Practical Completion' means the completed purchase order form attached and signed on behalf of Qantas and the Contractor;

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

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

(p) 'Qantas Group Company' means a company in the Qantas Group;

(q) 'Qantas Premises' means any place or thing used or held 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;

(r) 'Qantas Requirements' means the "OHS Requirements" section of the Supplier Requirements;

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

(t) 'Qantas' means Qantas Airways Limited (ABN 16 009 661 901);

(u) 'Qantas Premises' means any specific or company names, indication of source or appealment to origin (including the right to have confidential information kept confidential);

(v) any application or right to apply for registration of, orasser or waive, any of the rights referred to in subparagraph (a) above; and

(w) any trade secrets, ideas, concepts, materials, know-how and techniques;

(x) Qantas Contact (the person identified by Qantas in the Completed Purchase Order or as notified from time to time);

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

(z) Qantas Group Company (a company in the Qantas Group);

{Variation' means an omission, addition or other change in the Services or Design Documents which Qantas has agreed to allow the Works and/or Design Services (including but not limited to the Works described in Schedule 6) to be varied to accommodate a Variation and signed on behalf of Qantas and the Contractor;

{Variation'} means the completed purchase order form attached and signed on behalf of Qantas and the Contractor;

{Variations'} means any specific or company names, indication of source or appealment to origin (including the right to have confidential information kept confidential);

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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 to 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 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 schedule or 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 if it:
(1) is in a form and format approved by the ATO;
(2) is made within the time limits prescribed by the SOPA under subparagraph 14A(5)(a) of the Building and Construction Industry (Security of Payment) Act 1997 as amended from time to time;
(3) is made in the currency selected by Qantas under subparagraph 14A(5)(c) of the Building and Construction Industry (Security of Payment) Act 1997 as amended from time to time;
(4) sets out in a reasonably clear form the details of the payment claim to which it relates including:
(a) a description of the Services for which the payment claim is made;
(b) the gross claims cost or expense incurred by the Contractor as a result of the suspension.
If the SOPA applies to the Services:
(c) the Superintendent under the SOPA by determining that Qantas must pay any amount in accordance with paragraph (a) of this sub-clause, is entitled to retain, deduct, withhold or set off any amount;
(d) if required by the SOPA, where the scheduled amount in a payment schedule is less than the amount claimed in the payment claim, the Superintendent under the SOPA shall state why the scheduled amount in the payment schedule is less and if it less beca
(e) 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 the matter.
(f) if the Contractor suspends the whole or any part of the Works and/or Design Services, or if the Contractor consents to the suspension or otherwise 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), unless otherwise 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 Qantas with a written statement in a form approved by the ATO as to the reason for not quoting an ABN.
PURCHASE ORDER TERMS FOR DESIGN & MINOR BUILDING WORKS

EXECUTED as an agreement

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

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

- FM Data Standards
- CAD Drawings
- Support Documentation
- As Built Drawings
- Operating Manuals
- Warranties

Schedule 1 – Contractor’s Bank Details

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

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

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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.

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.

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