



PURCHASE ORDER

- MINOR BUILDING WORKS -

Purchase Order No.:

Contract Number: _____

Date of Purchase Order: / /

Contractor name and address:

Contractor Contact:.....

Phone:

Fax:

Send invoices and correspondence to:

.....

Qantas

Contact:.....

Phone:

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: 12 Months

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 \$10m per occurrence, Workers' Compensation

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:

Definitions and Interpretation:

In this Contract:

'Completed Purchase Order' means the completed form set out on the other side of this page and signed on behalf of Qantas and the Contractor;

'General Safety Health and Environmental Conditions' means any general requirements set out in **Schedule 3**, as varied by notification by Qantas from time to time;

'GST' means any goods and services tax, value added tax or similar 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 (C'th)* (**'GST Act'**) and the related imposition Acts of the Commonwealth;

'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;

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

'Qantas Contact' means the person identified by Qantas in the Completed Purchase Order as amended from time to time for the purposes of Occupational Health and Safety;

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

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

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

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

'Specific Safety Health and Environmental Conditions' means any specific requirements set out in **Schedule 4**, 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 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: The Contractor must carry out the Works in compliance with this Contract, including Variations and ensure that the Works conform with any samples provided. 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 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. 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 net 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.).

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.

If required by the relevant withholding tax legislation or any ATO Public Ruling, Qantas will withhold an amount of tax from any payment it makes to the Contractor for a supply (including for the failure by the Contractor to quote the Contractor's Australian Business Number ('ABN') 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).

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.

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 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, except where the delay is caused by a wrongful act or omission of Qantas or Qantas' personnel, in which case the Contractor will be granted a reasonable extension of the Completion Date. Qantas also has a 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.

Review and Approval: No review, approval or acceptance by Qantas or the Superintendent (if any) will relieve the Contractor of its responsibility to comply with this Contract.

Liability for Works: The Contractor is responsible for any loss or damage to the Works or materials or equipment delivered to the Site until Practical Completion, except to the extent the loss or damage was caused by Qantas or its personnel.

Defects Period: The Defects Period will commence on Practical Completion. Defects, omissions and other non-conforming work which exist on Practical Completion or occur or are discovered during the Defects Period must promptly be made good by the Contractor and a second Defects Period of the same duration will apply to the rectified work from the date of rectification. Qantas may withhold from payment of the Contract Sum or other amounts payable under this Contract, the Defects Period Retention Amount for as long as the Contractor has an obligation to rectify defects under this provision.

Defects and Non-Compliance: If the Works or any part including 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; and (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.

Termination: Qantas may terminate this Contract 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.

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.

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, willful, 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 the period from commencement of the work until expiry of the Defects Period 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.

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

Confidential Information: The Contractor will not disclose to any person information in respect of the Works except for the purpose of carrying out the Works.

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 direct the Contractor to suspend the provision of services in whole or in part.
 - (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.

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;
- (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

<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>
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Schedule 1 – Contractor'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

[Insert details/Not Applicable]

Schedule 4 – Specific Safety Health and Environmental Conditions

[Insert details/Not Applicable]