

REGIONAL CARPENTRY SERVICES PTY LTD ABN: 68 607 477 850 - General Contract Terms**1. Interpretation and scope**

1.1 The agreement of the parties is comprised in:

- (a) these General Contract Terms as updated and/or amended from time to time in accordance with clause 1.3; and
- (b) the Work Order

The Client is deemed to have agreed to the terms contained in the Work Order and these General Contract Terms if, having been provided with a copy in electronic or hardcopy form by Regional Carpentry Services, the Client continues to request services and the supply of RCS Personnel from Regional Carpentry Services.

1.2 In the agreement:

- (a) bold terms are as defined in clause 13.1 and in the Work Order;
- (b) the rules governing the interpretation of the agreement are set out in clause 13.2; and
- (c) if there is any inconsistency between the terms of these General Contract Terms and a Work Order, the Work Order will prevail to the extent of the inconsistency.

1.3 These General Terms of Contract may be updated and/or amended from time to time. Amended versions of these terms will be posted on the Regional Carpentry Services website from time to time. Clients are deemed to have accepted and must comply with the provisions of this Agreement as amended when requesting the supply of RCS Personnel for any job.

2. Engagement

2.1 The client engages Regional Carpentry Services to supply RCS Personnel in accordance with the Work Order and these General Contract Terms.

2.2 The Client acknowledges and agrees that if Regional Carpentry Services supplies RCS Personnel to it or if it accepts the supply of RCS Personnel from Regional Carpentry Services it does so on the terms of this Agreement

2.3 Variations

(a) The Client may make a reasonable request for a Variation to the Work Order. The client must give 48 hours written notice to Regional Carpentry Services of any Variation it requests. In this respect time is of the essence of the Agreement.

(b) Regional Carpentry Services is under no obligation to make the Variation to the Work Order. If the Client gives 48 hours written notice of the request for a Variation, Regional Carpentry Services will make reasonable endeavours to comply with the request for the Variation.

2.4 Obligations of Regional Carpentry Services.

Subject to this Agreement, Regional Carpentry Services agrees to:

(a) supply RCS Personnel in accordance with a Work Order and these General Contract Terms. Regional Carpentry Services makes no warranty or representation as to the training, competence or experience of any RCS Personnel. Regional Carpentry Services is not responsible for any defective workmanship of any RCS Personnel and accepts no liability for any defective workmanship of any RCS Personnel;

(b) make reasonable endeavours to comply with a reasonable request for a Variation by the Client if and only if the client gives 48 hours written notice to Regional Carpentry Services of any request for a Variation.

(c) provide the hand and power tools requested by the client in a Work Order. For the avoidance of doubt Regional Carpentry Services will only supply the customary hand and power tools used for contracted labour-only carpentry, unless specialist tools have been requested in a Work Order.

(d) Review any work carried out by any RCS Personnel if, and only if, requested in writing by the Client within 48 hours of the RCS Personnel carrying out the work (and in this respect time is of the essence of the Agreement) and may in its absolute sole discretion rectify or decline to rectify any work carried out by any RCS Personnel claimed by the Client to be defective.

(e) Supply Personal Protective Equipment (PPE) as required by RCS Personnel.

2.5 The Client acknowledges and agrees that it may not refuse to pay any invoice on the basis that any RCS Personnel are or were unsatisfactory.

3. Client's Duties and Obligations

3.1 The client acknowledges and agrees that at all times throughout the period of hire it:

(a) occupies and controls the worksite and is a Person in Control of a Business or Undertaking (PCBU) as defined under the Health and Safety

at Work Act 2015;

(b) is responsible for assigning duties and providing appropriate instructions to the RCS Personnel about the work and outcomes expected with respect to the work of RCS Personnel on the job;

(c) will comply with all Laws applying to the worksite, this Agreement and the job;

(d) will, without limiting the obligations in subclause (c), ensure that no act or omission occurs that constitutes or may constitute unlawful discrimination, bullying or harassment of RCS Personnel;

(e) will consult with Regional Carpentry Services if it wishes to relocate any RCS Personnel from one worksite to another.

Work health and safety

3.2 The Client must ensure that all Laws relating to occupational health and safety requirements are complied with in respect to the job and the worksite. The Client warrants that it has obtained all necessary certificates, licenses, consents, permits and approvals of any organisation having control of the land on which the worksite is located or any other person with an interest in the job.

3.3 Without in any way limiting the client obligations under clause 3.2, the client must comply with the obligations set out in the Health and Safety at Work Act 2015 (and any of its regulations), and any Worksafe or Sitesafe recommendations requirements or recommendations (together WHS).

RCS Personnel reporting

3.4 Regional Carpentry Services will make reasonable endeavours to procure that the RCS Personnel immediately report to both the Client and Regional Carpentry Services:

(a) any changes to their work conditions or equipment that in the reasonable opinion of the RCS Workers or any of them, create additional or inappropriate risk.

(b) all incidents, including damage, near misses, injuries, illness, plant and equipment failure at the worksite including defects in equipment or the maintenance of WHS standards.

3.5 The Client agrees to provide to Regional Carpentry Services copies of all documentation created by or for the Client as a result of any incident, near miss, injury, illness, equipment failure or defect as soon as is reasonably practicable following creation.

Access by Regional Carpentry Services to the worksite

3.6 The client must on reasonable notice, at any time during the term of any work order, permit authorised officers, employees and agents of Regional Carpentry Services to:

(a) enter and have access to all parts of the worksite and during that inspection to inspect any work, material, machinery, appliance, article or facility; and

(b) inspect and copy any documentary record relevant to the job, as is reasonably required for Regional Carpentry Services to investigate and confirm the client's compliance with the WHS.

4. Payment by Client

4.1 The Client must pay Regional Carpentry Services the RCS charges calculated in accordance with the Charge Rates for every RCS Personnel supplied by Regional Carpentry Services being calculated as a multiple of the number of hours/days (as appropriate) during which RCS Personnel have been provided at the relevant Charge Rate,

4.2 the RCS Charges incurred for the supply of RCS Personnel must be paid by the Client whether or not the services of the RCS Personnel are utilised by the Client (subject to clause 4.8).

4.3 The Charge Rates include Regional Carpentry Services's fees, calculated as a percentage of a RCS worker's Charge Rate. Regional Carpentry Services may on reasonable notice increase the Charge Rates to take into account any statutory or other legal change, including, without limitation, changes to Employers Superannuation Contribution Tax and ACC Levies, which leads to an increase in Regional Carpentry Services's statutory and/or legal obligations resulting in an increase in the cost of supply.

4.4 The Client agrees to pay to Regional Carpentry Services any costs (including legal costs on a solicitor client basis) incurred by Regional Carpentry Services in recovering any money payable by the Client under the Work Order or the General Contract Terms and that these costs may be included in any Tax Invoice

Tax Invoices

4.5 Regional Carpentry Services will issue a Tax Invoice every week.

4.6 A Tax Invoice may include RCS Charges, Interest payable under clause 4.9 and costs payable under clause 4.4.

4.7 The Client must pay the Tax Invoice within 7 days of the date of

a Tax Invoice. Unless otherwise agreed by Regional Carpentry Services all payments due to it by the Client are to be paid by direct bank transfer to an account nominated by Regional Carpentry Services on the Tax Invoice or by Paypal, cheque made payable to Regional Carpentry Services Pty Ltd, credit card or by any other method listed on the relevant Tax Invoice.

4.8 If the Client does not agree with any amount charged by Regional Carpentry Services in a Tax Invoice it must notify Regional Carpentry Services within 5 Business Days of the date of the Tax Invoice providing Regional Carpentry Services with the reasons for its disagreement and in this respect time is of the essence of the Agreement. The Client has no right of set-off, counter claim or defence whether at law or in equity or under any statute to any amount charged by Regional Carpentry Services in a Tax Invoice. If the Client fails to notify Regional Carpentry Services that it disputes any amount charged by Regional Carpentry Services in a Tax Invoice within 5 Business Days of the date of the Tax Invoice, the Client agrees that it is liable to pay the whole of the amount charged in a Tax Invoice without any set-off, counter claim or defence whether at law or in equity or under any statute.

Interest

4.9 The client must pay interest on any overdue amount of money payable to Regional Carpentry Services at a rate that is 8% per annum greater than the official cash rate set by the Reserve Bank of Australia from time to time. Interest will accrue on any overdue amount on a daily basis from the date a Tax Invoice was payable until the date of actual payment and will compound monthly. The Client agrees that this is the reasonable cost incurred by Regional Carpentry Services when a Tax Invoice is not paid on the Due Date for Payment.

Timesheets

4.10 RCS Personnel will complete timesheets in paper or digital format documenting their attendance at the worksite during the period of hire and the Client must counter-sign each timesheet completed by RCS Personnel.

4.11 If the Client refuses to sign a time sheet because it disputes the hours claimed, the Client must inform Regional Carpentry Services as soon as is reasonably practicable and in any event within 48 hours of refusal to sign (and in this respect time is of the essence of the Agreement) and must co-operate fully and in a timely fashion with Regional Carpentry Services to enable Regional Carpentry Services to establish the hours during which the RCS Personnel were available for work at the worksite.

4.12 The Client acknowledges that:

- (a) failure by the Client to sign any time sheet does not absolve the Client from its obligation to pay Regional Carpentry Services for the hours that the RCS Personnel were supplied;
- (b) the Client must pay to Regional Carpentry Services any portion of hours which the client accepts that the RCS Personnel were available to perform work in accordance with clause 4.1.

Credit Limit

4.13 Despite anything to the contrary in the Work Order or the General Contract Terms, the Client acknowledges and agrees that when the amount of RCS Charges has reached the Credit Limit it must pay the Reduction Amount to Regional Carpentry Services within 24 hours and in this respect time is of the essence of the Agreement.

4.14 If the Reduction Amount is not paid within 24 hours, Regional Carpentry Services has the right to suspend the supply of RCS Personnel.

5. Termination

5.1 This Agreement may be terminated:

- (a) by either party for convenience, without fault, at any time on service of a written notice 14 days in advance of the applicable termination date.
- (b) by either party by notice in writing with immediate effect if the other party:
 - i) has committed any serious or fundamental breach of this Agreement that is incapable of remedy;
 - ii) has failed to rectify serious or repeated breach of this Agreement that is capable of remedy within 5 days of service of a breach notice by the party not in default of the agreement; or
 - iii) goes into liquidation (except for the purpose of a solvent reconstruction or amalgamation), a receiver is appointed in respect of the whole or any part of its assets, it makes an assignment for the benefit of or composition with its creditors or threatens to do any of these things, or commits any analogous act; or otherwise becomes unable to pay its debts;
- (c) by either party by written notice in accordance with any termination provision set out in a Work Order.

5.2 Termination of this Agreement, howsoever caused, will not release the Client from its obligation to pay to Regional Carpentry Services all amounts of money due up to the date of termination and is without prejudice to any other rights acquired by a party prior to termination.

6. Acknowledgements and Indemnity

6.1 Nothing contained in this Agreement will in any way constitute any RCS Personnel as an employee, agent or partner of the Client.

6.2 The Client acknowledges that Regional Carpentry Services is not responsible for supervising, managing or directing RCS Personnel whilst working on a worksite and that accordingly, the Client is in a position to assess and accept, and does accept, sole responsibility for all and any risks in respect of or during the job.

6.3 The Client acknowledges and agrees that Regional Carpentry Services accepts no responsibility for the quality of work carried out by the RCS Personnel or the activities of those personnel at worksites.

6.4 The Client acknowledges and agrees that Regional Carpentry Services is not responsible for the completion or standard of a job.

6.5 The Client releases and indemnifies Regional Carpentry Services from and against any Claim suffered or incurred by the Client or any third party or made against it by the Client or any third party arising directly or indirectly from a job or the worksite or the activities of RCS Personnel.

6.6 Regional Carpentry Services' maximum liability pursuant to or arising out of this Agreement will be limited (insofar as is permitted by law) to the maximum consideration paid by the Client during a job at the time the liability is determined

6.7 The Client will indemnify and keep indemnified Regional Carpentry Services to the fullest extent permitted by law from and against all Claims (including any claim by a third party) suffered or incurred by or made against Regional Carpentry Services or any RCS Personnel arising directly or indirectly from any damage, injury or loss caused by or resulting from any:

- (a) breach of the Client's obligations under this agreement;
- (b) injury, disability or death caused by the client or RCS Personnel at the worksite;
- (c) damage to property (whether owned by Regional Carpentry Services or not) caused by the client or RCS Personnel at the worksite;
- (d) act or omission by Regional Carpentry Services or by the Client or any RCS Personnel.

7. Confidentiality

7.1 Each party must ensure that:

- (a) all matters relating to the affairs of the other party, including without limitation the Charge Rates will be kept confidential and will not at any time whether during or after the termination of this Agreement disclose any such information to any third party (including for the avoidance of doubt any contractor, consultant or other person engaged by the other party, any client of the other party or any competitor of the other party) or use that information for its own benefit;
- (b) it will not during or after the termination or expiration of this agreement make use of for its own purposes or disclose to any person (except the proper officers of the other party or as required by Law) any information relating to the business, prospective business, finances, inventions, intellectual property rights, price lists or lists of customers and contractors of the other party of which they may during the term of this Agreement become possessed, all of which information will be deemed to be confidential.

7.2 Regional Carpentry Services will use reasonable efforts to procure that the RCS Personnel give any and all confidentiality undertakings that the Client may reasonably require from them.

8. Insurance

8.1 Unless otherwise stated in a Work Order, prior to the commencement of the period of hire the Client must obtain and maintain such policies of insurance with a reputable insurer as are appropriate in connection with the RCS Personnel and their performance, including without limitation:

- (a) public liability insurance in an amount of not less than \$20 million for any single occurrence; and
- (b) any other insurances that a prudent and responsible Client would procure for the purposes of the activities and the business to be conducted by it in connection with this agreement.

8.2 The Client must produce evidence of the certificate of currency for each policy referred to in clause 8.1 to Regional Carpentry Services within 48 hours of a request by Regional Carpentry Services.

9. Amendment

9.1 This agreement may only be amended by written agreement between a board director of Regional Carpentry Services (or representatives duly authorised in writing by such board director) and an authorised representative of the Client. A written copy of the varied terms will be given to the Client stating the date on or after which such varied terms will apply.

10. Protection of Goodwill

10.1 The client must not, prior to the expiry of the period of six months after the termination or expiration of this Agreement, without Regional Carpentry Services' prior written consent:

- (a) enter into (or approach with a view to entering into) a contract of engagement whether by employment or subcontract or in any other capacity directly or indirectly with any RCS Personnel, for services of a nature similar to those provided by any RCS Personnel whilst he was engaged by Regional Carpentry Services;
- (b) enter into (or approach with a view to entering into) a contract of engagement or for any services, or employment similar in nature to the Agreement between the Client and Regional Carpentry Services directly or indirectly with any client, customer or entity introduced to the Client by Regional Carpentry Services or any RCS Personnel;
- (c) induce to leave or cease performing services for Regional Carpentry Services, any RCS personnel with whom the Client had contact in the course of a job at any time in the six months prior to the termination or expiry of this Agreement;
- (d) Use a business name used by Regional Carpentry Services for the purposes of a business similar to (or competing with) any business carried out by the Regional Carpentry Services Group.

10.2 The provisions of this clause 10 will apply to activities of the Client alone or jointly with another or others in any capacity and whether or not for its or their direct or indirect benefit.

11. Communications and Notices

11.1 Any communication given under this Agreement or any Law must (unless specifically provided otherwise in this Agreement) be in writing and may be sent by hand, prepaid post, electronic mail or facsimile to an address of the party stated on the Work Order as varied from time to time by written notification from one party to the other

11.2 The Client expressly agrees to receiving communications electronically from Regional Carpentry Services at an address notified in the Work Order as may be varied from time to time by written notification to Regional Carpentry Services

11.3 Any communication served by hand is deemed to be served at the time of actual delivery. Any communication served by post will be deemed served three business days following that on which it was posted in Australia. Any notice served by electronic means will be deemed served at the time of dispatch if dispatched on a Business Day before 5.30 pm or in any other case at 10.00 am on the business day after the day of dispatch (providing no transmission error report is received).

11.4 Signatures provided by electronic mail will legally bind the parties to the same extent as original signatures.

12. General

Entire Agreement

12.1 This Agreement contains the entire agreement of the parties concerning the subject matter hereof and supersedes all previous agreements, understandings or arrangements (if any) whether written, oral or implied between Regional Carpentry Services and the Client in connection with it.

Representations

12.2 The Client declares and acknowledges that it is not entering into this Agreement in reliance upon any representation or warranty or understanding, express or implied, that is not contained in this Agreement and (for the avoidance of doubt) irrevocably and unconditionally waives any right to any remedy of whatsoever nature (whether damages, rescission or otherwise) for any breach of any such representation or warranty which there may have been or which may occur.

Assignment and Sub-contracting

12.3 This Agreement is personal to the Client and it must not assign or sub-contract its obligations or rights under this Agreement to any third party without the prior express written consent of Regional Carpentry Services, which consent may be withheld in Regional Carpentry Services' absolute discretion.

12.4 Regional Carpentry Services may sub-contract or assign its obligations under this Agreement to any third party or to any company

within the Regional Carpentry Services Group. In the event of an assignment, all references to Regional Carpentry Services will be deemed to refer to the assignee.

Headings

12.5 The headings in this Agreement are for ease of reference only and do not affect its interpretation.

Governing Law and Jurisdiction

12.6 This agreement will be governed by and construed in all respects in accordance with the Laws of Australia, and the parties irrevocably submit to the exclusive jurisdiction of courts exercising jurisdiction in Australia and courts of appeal from them.

Severability

12.7 The restrictions contained in this Agreement are considered reasonable by the parties but, if any such restriction will be found void but would be valid if some part were deleted or the period or area of application reduced, such restriction will apply with such modification as may be necessary to make it valid and effective.

12.8 A term or part of a term of this Agreement that is illegal or unenforceable may be severed from this Agreement and the remaining terms or parts of the term of this Agreement continue in force.

Advertising

12.9 The client irrevocably authorises Regional Carpentry Services, throughout the term of this Agreement, to issue or cause to be issued any and all advertisements about positions which the Client seeks to fill and in whatever form and media Regional Carpentry Services deems appropriate.

Exercise of a right and waiver

12.10 No failure to exercise nor any delay in exercising any right, power or remedy under this Agreement operates as a waiver. A single or partial exercise or waiver of the exercise of any right, power or remedy does not preclude any other or further exercise of that or any other right, power or remedy. A waiver is not valid or binding on the party granting that waiver unless made in writing

13. Definitions

13.1 The following words in bold type as used in this agreement will have the following meanings:

Agreement means the agreement between the parties identified in clause 1.1;

Regional Carpentry Services means Regional Carpentry Services Pty Ltd ABN 631604;

Regional Carpentry Services Group means Regional Carpentry Services and any company or association related to Regional Carpentry Services;

RCS Charges means the charges payable by a client to Regional Carpentry Services referred to in clause 4.1

RCS Personnel means any person supplied to the client by Regional Carpentry Services.

Business Day means any day that is not a Saturday, Sunday, public holiday or the dates 24 December to 5 January inclusive

Charge Rates means the rates for RCS Personnel stated in a Work Order

Claim means any allegation, debt, cost, damage, expense, cause of action, liability, claim, proceeding, suit or demand of any nature howsoever arising and whether direct or indirect, consequential, present or future, fixed or ascertained, actual or contingent and whether at law, in equity, under statute or otherwise and including legal costs on an indemnity basis.

Client means the client identified in the Work Order

Construction Work has the same meaning as described in section 6 of the Construction Contracts Act 2002

Credit Limit means the amount stated in the Work Order

Due Date for Payment means the date 7 days from the date of a Tax Invoice

Job means - Construction Work undertaken to be carried out or being carried out by a client

Law means any statute, regulation order, rule, subordinate or delegated legislation in force from time to time in Australia and includes the common law and equity;

Party means Regional Carpentry Services or the Client as the case requires.

Period of hire means the period stated in a work order during which the Client engages Regional Carpentry Services to supply RCS personnel

Reduction Amount means the amount stated in the work order.

Variation means a change to the number of, or the Start Date, Start Time, Finish Date or Finish Time of any RCS Personnel in a Work Order
Work Order means the document entitled "Work Order" for the supply

of RCS Workers to a Client at a worksite, including any Variation; and
Worksite means the location of a job.

13.2 The following rules of interpretation apply to this Agreement:

(a) Any references, express or implied, to legislation include references to

i) that legislation as amended, extended or applied by or under any other legislation before or after this agreement;

ii) any legislation which that legislation re-enacts (with or without modification); and

iii) any subordinate legislation made (before or after this agreement) under any legislation, including one within paragraph (i) or paragraph (ii) above; but does not include any legislation after the date of this agreement to the extent that it is retrospective or would increase or extend the liability of Regional Carpentry Services.

(b) Words denoting persons will include bodies corporate and unincorporated associations of persons.

(c) Where the context permits the singular includes the plural and vice versa and words denoting one gender will include any gender.

(d) Words of limitation such as 'including' do not limit what things are included.