

AGREEMENT DETAILS			
Contract No		Award Date	
Client	Pty Ltd	Submission due date	
	ABN		
Contract Name / Type	Optus Belrose Exchange – Fire Upgrade	Review Date	21 January 2021
Nature of Contract	Subcontract Contract	Contract Value	\$
Location / Site	2 Challenger Drive Belrose NSW 2085	On Site Duration / Term of Engagement	Refer below
Scope Of Work			

Checks	Client Position	Clause	Agree or Depart Suggestion	TCR Item
1. Limitation of liability	Silent		Depart Request cap on liability equal to % of the total amounts payable under the Contract	
2. Consequential losses	Silent		Depart Request exclusion for consequential loss	
3. Liquidated damages	<p>If the Contractor fails to complete the Works by the date(s) specified or within any extended time approved in writing by , the Contractor shall be indebted to for liquidated damages at the rate stated in Schedule 3.8 for each week or part thereof during which the works or services remain incomplete.</p> <p>LD's are specified under 3.8 as:</p> <ul style="list-style-type: none"> \$ per day (% of the Contract Sum) <p>There is no cap on liquidated damages.</p>	Clause 2.1 Schedule 3.8	Depart Suggest the insertion of "Nil" as opposed to \$ per day	
4. Insurance	<p>Standard insurance provision. Insurances required to be provided are:</p> <ul style="list-style-type: none"> Workers Compensation law 	Clause 2.4	Looks acceptable Superior to confirm	

Checks	Client Position	Clause	Agree or Depart Suggestion	TCR Item
	<ul style="list-style-type: none"> Public Liability 			
5. Indemnity obligations	<p>The Contractor indemnifies [REDACTED], its agents, other contractors, employees or licensees against any and all loss, liability, damages costs, actions, demands and suits, including costs of whatsoever kind or nature arising out of:</p> <ul style="list-style-type: none"> a) claims for injury to, or the death of, any person caused or contributed to by any act or omission of the Contractor, its servants or agents whilst performing any task related to this Contract; b) claims in respect of loss of, or damage to, any property upon which the Works are being performed or the property of [REDACTED]; c) Any breach of this Contract. <p>No proportionate reduction exists.</p>	Clause 2.6	<p>Depart</p> <p>Request for all indemnities to be proportionately reduced to the extent any loss, cost or expense is caused by [REDACTED] or others.</p>	
6. Defects liability	12 months	Clause 2.1 Schedule 3.6	Agree	
7. Security and retention	<p>The Contractor is to provide two unconditional undertakings from an Australian bank or other financial institution approved in writing by [REDACTED] each in the amount of [REDACTED]% of the Contract Sum before commencing the Works.</p> <p>If the Contractor does not provide unconditional undertakings [REDACTED] shall retain an amount equal to [REDACTED]% of any amount payable to the</p>	Clause 2.3.1	<p>Depart</p> <p>Given the value of the works, suggest insertion of "Nil"</p>	

Checks	Client Position	Clause	Agree or Depart Suggestion	TCR Item
	Contractor until [REDACTED] holds [REDACTED] % of the Contract Sum.			
8. Payment terms	<p>[REDACTED] must submit a detailed payment claim setting out details of the work performed, and the amounts claimed on the 25th day of each month during the Works, upon completion and at the end of the Defects Liability Period.</p> <p>Within 10 Business Days of receipt of a payment claim [REDACTED] shall assess the claim and may advise the Contractor of its assessment.</p> <p>Payment of the amount assessed will be made within the period specified in Schedule 3.9.</p> <p>45 Days from the end of the month in which the invoice was received by [REDACTED]</p>	Clause 2.3 Schedule 3.9	Depart Request amendment to the payment terms, i.e. 20 days from completion of the respective works each month.	
9. Rights and liabilities upon termination	If [REDACTED] terminates the Contract for convenience the Contractor's sole entitlement shall be for the value of works completed to the date of termination, plus the cost of materials reasonably ordered.	Clause 2.12	Agree	
10. Variations	<p>If the Contractor considers that any such direction will cause it to incur additional costs it must provide [REDACTED] with written notice prior to carrying out the work the subject of the direction and in any event within 7 days of the direction.</p> <p>Failure by the Contractor to give such written notice shall disentitle it to any claim for additional costs arising out of the direction.</p>	Clause 2.5	Agree	
11. Design responsibility			Superior Fire to confirm	

Checks	Client Position	Clause	Agree or Depart Suggestion	TCR Item
12. Milestone / Key dates and durations	Commencement Date 1st Feb 2021 Completion Date 31st March 2021	Schedule 3.5	Superior Fire to confirm	
13. Dispute resolution	<p>Notwithstanding any other provision, where any claim by the Contractor for extensions of time, additional payment or otherwise, (whether in relation to variations, delay and disruption to the works or services, or otherwise) has been assessed or determined for the purposes of the Head Contract, then that assessment or determination shall be binding on the Contractor.</p> <p>If any difference or dispute arises, the party raising the dispute shall give written notice to the other party.</p> <p>Within 14 days of receipt of the notice, the senior executives (being a person within each of the Contractor and Hirotec with full authority to settle the dispute) shall meet at an agreed time and place and if no such time and place can be agreed, at [REDACTED] offices at a time specified by [REDACTED]</p> <p>In the event that the dispute is unable to be resolved within 42 days after receipt of the notice of dispute, the dispute is hereby referred to arbitration.</p>	Clause 2.14	Depart Request deletion of the first paragraph	
14. Delay Time Bars	<p>If the Contractor is delayed in the completion of the Works by an act or omission of the Principal or its agents which is not permitted by this Contract [REDACTED] shall give the Contractor a reasonable extension to the date for completion subject to it receiving written notice of the</p>	Clause 2.1	Depart Request entitlement to claim delay costs	

Checks	Client Position		Clause	Agree or Depart Suggestion	TCR Item
	delay within 14 days of its occurrence.				
15. Delay entitlements	Time	Cost	<div> <div>✓</div> <div>✗</div> </div>		
• Delays in Access by client	✓	Silent	Clause 2.1	Depart Request entitlement to delay costs	
• Suspension by client	✓	Silent	Clause 2.1	Depart Request entitlement to delay costs	
• Rise and Fall	✗	✗	Clause 2.3	Agree	
• Force Majeure	✓	Silent	Clause 2.1	Depart Request entitlement to delay costs	
• Inclement Weather	✗	✗	GC 10	Superior Fire to consider	
• Change in Law			Silent	Agree	
• Latent Conditions (site only)	✓	Silent	Clause 2.1	Depart Request entitlement to delay costs	
• Errors/ delays in client's documents	✓	Silent	Clause 2.1	Depart Request entitlement to delay costs	
• Delays by client's other contractors	✓	Silent	Clause 2.1	Depart Request entitlement to delay costs	
• Delays in client's free issued equipment	✓	Silent	Clause 2.1	Depart Request entitlement to delay costs	
• Acceleration			Silent	Pursue under variation	
• Disruption	✓	Silent	Clause 2.1	Depart Request entitlement to delay costs	
• Variations	✓	✓	Clause 2.5	Refer above	
• Contaminated Material	✓	Silent	Clause 2.1	Depart Request entitlement to delay costs	
16. Other					

Commercial/Risk Observations, Recommendations and General Notes (please note, only the General Terms and Conditions has been reviewed)

Nil