# Conditions of Contract

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| Project Name |  |
| Project Number |  |

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## CONDITIONS OF CONTRACT

### DEFINITIONS

* + 1. The following definitions apply to the Contract:
       - 1. **business day** means a day that is not:

a Saturday or Sunday; or

a public holiday, special holiday or bank holiday in the place where the Works will be situated; or

a day in the period from 22 December in a particular year to 10 January in the following year, both days inclusive;

* + - * 1. **Contract** means the agreement in writing between the Principal and the Contractor for the execution of the work under the Contract, including the Order and Schedule of Prices;
        2. **Contract Price** means thesum ascertained by calculating the quantities in the Order with the corresponding rate in the Schedule of Prices, including any additions or deductions which may be required to be made under the Contract;
        3. **Contractor** means the person or company who accepted the Order issued by the Principal and is responsible for the execution of the work under this contract, and its executors, administrators, successors or permitted assigns;
        4. **Contract Manager** means the representative of the Principal referred to in the Order;
        5. **Ethical Supplier Mandate** means the Queensland Government policy titled “Buy Queensland: Ethical Supplier Mandate” or any policy that replaces that policy;
        6. **Ethical Supplier Threshold** means the Ethical Supplier Threshold described in the Queensland Procurement Policy;
        7. **Good Industry Practice** means:

the exercise of that degree of skill, diligence, prudence and foresight that would be reasonably expected from a reputable and prudent person in providing services similar to the work under the Contract and under conditions comparable to those applicable to the work under the Contract;

compliance with applicable standards and codes, being the standards and codes specified in this Contract or, if this Contract does not specify the applicable standards and codes, those standards and codes as would ordinarily be applied in the circumstances; and

compliance with applicable Statutory Requirements;

* + - * 1. **Government Department or Instrumentality** means:

any government department responsible for compliance with government policy, including without limitation:

the Queensland Government Procurement Compliance Branch within the Procurement Division of the Department of Energy and Climate;

the Queensland Apprenticeship and Traineeship Office within the Department of Employment, Small Business and Training; and

Local Content with the Department of State Development and Infrastructure; and

any government regulator, including without limitation:

the Queensland Building and Construction Commission;

the Office of Industrial Relations;

the Fair Work Commission;

the Australian Taxation Office; and

the Office of the Federal Safety Commissioner;

* + - * 1. **Order** means the order issued by the Principal to the Contractor, detailing the required work under the Contract;
        2. **Premises** means the land, place or places including buildings, improvements, chattels and other things comprising the land, place, or places where the work under the Contract is to be performed and includes, where the context so requires, anything in, on or about the Premises, and any access or entry requirements of the Premises;
        3. **Principal** means the person identified as the Principal in the Order;
        4. **QGP Compliance Branch** means the Queensland Government Procurement Compliance Branch within the Department of Energy and Climate and any successor administrative unit;
        5. **Queensland Procurement Policy** means the Queensland Government policy titled “Queensland Procurement Policy” or any policy which replaces that policy;
        6. **Representative of the Principal** means the person or persons representing the Principal from time to time for the purpose of performing the Contract;
        7. **Schedule of Prices** means the Schedule of Prices submitted by the Contractor to the Principal, applicable to the work to be performed under this Contract;
        8. **Supplier Code of Conduct** means the Queensland Government Code titled “Queensland Government Supplier Code of Conduct” or any code that replaces that code;
        9. **work under the Contract** means the services or activities described in the Order, to be completed by the Contractor under these conditions of contract;
        10. **in writing** means any word, number or other communication including hand written, typed out, printed, or electronically made resulting in a permanent record and includes electronically transmitted and stored information, excluding any oral communication.
    1. In addition to these definitions, some terms, specific to a clause, are defined in that clause.

### EXECUTION OF THE WORK UNDER THE CONTRACT

* + 1. The Contractor must undertake the work under the Contract in accordance with the Contract and any other documents issued by the Principal.
    2. Unless otherwise provided, the Contractor is responsible for all things, including items not expressly mentioned in the Contract, necessary for satisfactory completion of the work under the Contract. The documents forming the Contract are mutually explanatory and anything contained in one but not in another is equally binding as if contained in all.

### COMMENCEMENT AND COMPLETION

* + 1. The Contractor shall attend to the Premises within the timeframe requested by the Principal and must commence the work under the Contract within the required time stated in the Order, and complete the work under the Contract without delay and by the time stated in the Order.
    2. The Contractor undertakes to keep in regular communication with the Contract Manager regarding the status of the work under the Contract and to inform the Contract Manager as soon as practically possible of any matters which may cause a delay in the completion of the work under the Contract.
    3. If the Contractor is unable to complete the work under the Contract as a result of an unforeseen circumstance outside its control, it shall ensure that the Premises is made safe and shall promptly notify the Principal in writing, providing details of the circumstances that are preventing the Contractor from completing the work under the Contract.
    4. The Contractor must inform the Principal, in writing, as soon as the work under the Contract has been completed.

### CONTRACTOR’S WARRANTIES

* + - * 1. Without limiting the generality of clause 2, the Contractor warrants:

that it is and will be at all times suitably qualified, experienced and licenced to carry out and complete the work under the Contract and will at all times exercise due skill, care and diligence in the performance of the work under the Contract; and

that the Contractor will carry out and complete the work under the Contract:

in accordance with the Contract and all relevant Statutory Requirements;

in accordance with Good Industry Practice;

using workmanship of the standard specified in the Contract, and to the extent that, of a standard that is consistent with Good Industry Practice; and

using materials:

which are new and comply with the requirements of the Contract, and to the extent it is not so specified, of a standard consistent with Good Industry Practice; and

of merchantable quality, which are fit for their purpose and consistent with the nature and character of the Contract and the Premises.

### THE PREMISES

* + 1. Subject to any access requirements for the Premises as directed by the Principal, the Principal will ensure that the Contractor is granted sufficient access to the Premises to enable it to carry out the work under the Contract.
    2. Notwithstanding clause 5.1 above, the Contractor shall only be provided with such access to the Premises as is necessary to enable it to carry out the work under the Contract.
    3. The Contractor warrants that:

it will comply with any access requirements, security measures or any other requirements specific to the Premises, as set out in the Order, or as directed by the Principal;

it will take reasonable steps to minimise disruption to the administration and operation, or any other activities at the Premises;

it will not examine, copy, remove or otherwise interfere with anything on the Premises except for the purposes of undertaking the work under the Contract;

it will ensure that any of its employees attending to the Premises also comply with the requirements of the Contract.

### WORK HEALTH AND SAFETY

* + 1. For the purposes of this clause:
       - 1. **Act** means the *Work Health and Safety Act 2011* (Qld);
         2. **ACM** (from asbestos containing material) has the meaning given to it in the WHS Laws;
         3. **asbestos** has the meaning given to it in the WHS Laws;
         4. **inspector**, **notifiable incident**, **regulator**, **structure** and **workplace** have the same meanings as in the Act;
         5. **Regulation** means the *Work Health and Safety Regulation 2011* (Qld);
         6. **WHS Laws** means the Act, the Regulation and all other applicable work health and safety legislation, regulations, rules, Codes of Practice and Australian Standards.
    2. In relation to the work under the Contract, the Contractor will:

comply with and discharge all obligations imposed on the Contractor under the WHS Laws;

unless otherwise advised in writing, accept that it is the person having management or control of the workplace at which the work under the Contract is being undertaken;

discharge the duties of a person who conducts a business or undertaking under the WHS Laws; and

without limiting clause 6.2(a), the Contractor will ensure its officers, workers, and agents discharge their respective duties under the WHS Laws in connection with the work under the Contract.

* + 1. Without limiting any other obligations of the Contractor under the Contract, or the WHS Laws, in relation to the work under the Contract, the Contractor will, in performing its obligations under the Contract, take into account and take appropriate action having regard to any information given to the Contractor by the Principal or any other person, about hazards and risks at or in the vicinity of the workplace where the work under the Contract is being carried out.
    2. The Contractor will indemnify the Principal against any claim, action, demand, loss, damage, cost or expense which may be brought against, or suffered or incurred by, the Principal as a result of or in connection with:

any breach of this clause 6.by the Contractor;

any breach by the Contractor of its obligations under the WHS Laws; and

any enforcement of obligations imposed on the Contractor under the WHS Laws.

* + 1. If a notifiable incident occurs at the workplace at which the work under the Contract is being undertaken, the Contractor must:

immediately notify the regulator and the Contract Manager of the notifiable incident and provide copies of any communications, notices or reports provided to or received from the regulator or any Authority regarding the notifiable incident to the Contract Manager;

take all reasonably practicable steps to secure the Premises where the notifiable incident occurred until an inspector arrives at the Premises or any earlier time that an inspector directs;

conduct a thorough investigation in relation to the root cause and contributing factors of the notifiable incident and provide a copy of the written investigation report within 10 business days of the Contract Manager's request; and

if the Principal wishes to conduct its own investigation, provide the Principal with reasonable assistance (including access to relevant documents and the Contractor's personnel) in investigating any such notifiable incident.

* + 1. Without limiting any other obligation of the Contractor under the Contract, or the WHS Laws, if material which might contain asbestos or other hazardous substance is discovered, the Contractor must:

immediately notify the Contract Manager; and

comply with all applicable obligations and restrictions imposed by the WHS Laws.

* + 1. **Asbestos and ACM**

Where the Principal informs the Contractor that asbestos and/or ACM are known to be, or are likely to be, present at the Premises, the Contractor acknowledge it’s responsibility to ensure that it receives and inspects a copy of the workplace asbestos register and the workplace asbestos management plan identifying, amongst other things, the locations at the Premises at which asbestos and/or ACM are known to be present or are likely to be present.

Without limiting any other obligation of the Contractor under this Contract, the Act, the Regulation or any other regulation, if material which might contain asbestos or other hazardous substance is discovered, the Contractor must:

not disturb the asbestos, ACM or material which is reasonably believed to be asbestos or ACM pending further direction from the Principal;

immediately notify the Principal of the existence and location of the asbestos, ACM or material which is reasonably believed could be asbestos or ACM; and

comply with all applicable obligations and restrictions imposed by the Act, the Regulation and any other Statutory Requirement in relation to asbestos and ACM.

### PROTECTION OF PERSONS AND PROPERTY

* + 1. The Contractor must:

take all measures necessary to protect people and property, avoid unnecessary interference with passage of people and vehicles, prevent nuisance, unreasonable noise, and disturbance; and

for the purposes of clause 7.1(a), comply with all reasonable directions of the Contract Manager.

* + 1. If the Contractor damages any property, the Contractor must provide temporary protection for, and repair it at its own cost.

### CARE OF WORK AND REINSTATEMENT OF DAMAGE

* + 1. The Contractor will be responsible for the care of the work under the Contract.
    2. If loss or damage occurs to the work under the Contract, the Contractor must at the Contractor’s cost rectify such loss or damage except loss or damage caused by the negligent act or omission of the Principal, or employees or agents of the Principal.

### INDEMNITY BY THE CONTRACTOR

* + 1. The Contractor indemnifies the Principal against:

loss of or damage to the Principal’s property; and

claims by any person in respect of injury, death or loss of or damage to any property,

* + - * 1. resulting from or in any way connected with the Contractor carrying out the work under the Contract, but the Contractor’s liability to indemnify the Principal will be reduced proportionally to the extent that an act or omission of the Principal, or its employees, or agents, contributed to the loss, damage, death or injury.

### PUBLIC LIABILITY INSURANCE

* + 1. Before commencing the work under the Contract, the Contractor must have public liability insurance for an amount not less stated in the Order, covering the Contractor’s liability to the Principal for loss of or damage to property and death or injury to any person.
    2. The Contractor must maintain the insurance policies required by this clause for the duration of the Contract and produce evidence of insurance, if requested.

### INSURANCE OF EMPLOYEES

* + - * 1. Before commencing the work under the Contract, the Contractor must have insurance of persons employed by the Contractor. Where the Contractor is a self-employed person, the Contractor must maintain an equivalent insurance policy for itself. The Contractor must maintain such insurance for the duration of the Contract and produce evidence of insurance, if requested.

### MATERIALS AND WORKMANSHIP

* + 1. For the purposes of this clause:
       - 1. **Non-Conforming Building Product** has the same meaning as in section 74AB(2) of the *Queensland Building and Construction Commission Act 1991* (Qld).
    2. All materials used in any work under the Contract and the standards of workmanship must be in conformity with the provisions of the Contract. In the absence of such provisions in the Contract, the material or standard of workmanship, as the case may be, must be of a kind which is suitable for its purpose and is consistent with the nature and character of the Premises and the work under the Contract. Unless otherwise specified, all materials must be new and workmanship must be in accordance with the relevant manufacturer’s recommendations or, if none, Good Industry Practice, or the relevant Australian Standard where applicable.
    3. The Contractor must:

ensure that none of the materials, plant, machinery, equipment, or products used in the work under the Contract are a Non-Conforming Building Product; and

promptly notify the Principal if it becomes aware, or reasonably suspects, that any materials, plant, machinery, equipment, or products it has used for incorporation into the work under the Contract are a Non-Conforming Building Product for that particular use.

* + 1. Apart from any tests specified, the Contract Manager may at any time direct that any materials or work must be examined and/or tested and if necessary, rectified or replaced.
    2. The Contractor must comply with any written direction by the Contract Manager to remedy any work not in accordance with the Contract, including but not limited to, defective work, loss or damage to work under the Contract and cleaning of the Premises, within the period of time stated in writing by the Contract Manager. If the Contractor fails to comply with such a direction to carry out rectification work within the time stated, the Principal may have the rectification work the subject of the direction carried out by others at the Contractor’s expense or may accept the work at a reduced value. The Principal may deduct the cost of rectification work or reduced value from payments or recover the cost or reduced value as a debt due from the Contractor. The Principal may deduct the estimated cost of rectification work from payments until such time as the Principal has incurred the cost of rectification.

### LATENT CONDITION

* + 1. If the Contractor discovers physical conditions on the Premises or its surroundings, excluding weather conditions, which differ materially from those which should reasonably have been anticipated at the time of acceptance of the Order if it had examined all information made available in writing by the Contract Manager to the Contractor in the Order, the Contractor must immediately notify the Contract Manager in writing.
    2. The Contract Manager may issue a direction in respect of the latent condition, and the Contractor may be entitled to reimbursement of reasonable costs necessarily incurred as a consequence of the latent condition and directions issued in respect thereof.

### CLEANING OF PREMISES

* + - * 1. The Contractor must keep the Premises clean and tidy and remove from the Premises rubbish and surplus material arising from the execution of the work under the Contract. On completion of the work under the Contract, the Contractor must clear away and remove from the Premises all constructional plant, surplus materials, rubbish and temporary works of every kind.

### VARIATIONS

* + 1. The Principal shall issue a variation to the Contractor for the purpose of omitting or removing scope from the Order, in the circumstances where the Contractor is unable to complete the Order under clause 3.3.
    2. Subject to clause 15.1 above, there shall be no variations issued under this contract and any request for a new scope of work shall be issued under a new Order.
    3. Any variation under this Contract shall be valued in accordance with the Schedule of Prices, and if no price is available in the Schedule of Prices, the variation shall be valued by agreement, or failing agreement, by the Contract Manager, and the Contract Price adjusted accordingly.

### PAYMENT

* + 1. Upon completion of the work under the Contract, the Contractor may issue a payment claim to the Principal for payment of the Contract Price to the payment address specified in the Order.
    2. Within 10 business days after receipt of the payment claim, the Contract Manager will assess the payment claim and, if the Contract Manager determines that the amount to be paid is other than the claimed amount, will issue a payment statement, stating the amount of payment to be made by the Principal or the Contractor and the reasons for the difference from the claimed amount.
    3. Subject to the Contract, payment will be made within 15 business days of receipt of a valid payment claim.
    4. Payment of moneys to the Contractor will not be evidence of the value of work or an admission of liability or evidence that work has been executed satisfactorily but will be a payment on account only. Nothing in the Contract will oblige the Principal to pay for work that is not in accordance with the Contract, or for plant or materials not incorporated in the work under the Contract.
    5. Payment will take into account any amount which the Principal may be entitled to deduct or which is due and payable by the Contractor to the Principal whether under the Contract, any other contract or independent of contract.

### DEFAULT OF CONTRACTOR

* + 1. Subject to clause 17.3, if the Contractor:

fails to commence the work under the Contract within the time for commencement stated in the Order;

fails to proceed with the work under the Contract at a reasonable rate of progress; or

commits any substantial breach of the Contract,

* + - * 1. the Principal may, by written notice, require the Contractor to show cause by the date stated in the notice, why the Principal should not exercise a right under clause 17.2 (‘Show Cause Notice’).
    1. If the Contractor fails to show reasonable cause by the date stated by the Principal in the Show Cause Notice, then the Principal will have the power upon notice in writing to the Contractor to:

terminate the Contract; or

suspend payment and take the work remaining to be completed wholly or partly out of the hands of the Contractor,

* + - * 1. without prejudice to any rights of the Principal under the Contract or at common law.
    1. If the Contractor:

fails to hold or maintain a current licence, if required, to perform the work under the Contract;

becomes insolvent or bankrupt, or being a company goes into liquidation, or takes or has instituted against it any action or proceedings which has as an object or may result in bankruptcy or liquidation;

enters into a debt agreement, a deed of assignment or a deed of arrangement under the *Bankruptcy Act 1966* (Cth), or, being a company, enters into a deed of company arrangement with its creditors, or an administrator or controller is appointed; or

has an administrator or a receiver or a receiver and manager appointed or a mortgagee goes into possession of any of its assets,

* + - * 1. the Principal may, without giving a Show Cause Notice, exercise a right under clause 17.2, but only when and to the extent that there is no restriction on enforcing that right under the Part 5.1, Part 5.2, or Division 17 of Part 5.3A *Corporations Act 2001* (Cth).
    1. In the event that the Principal takes the work out of the hands of the Contractor, the Principal may itself or by means of other persons, complete the whole or any part of that work and may without payment of compensation take possession of the constructional plant and other things on or in the vicinity of the Premises that are owned by the Contractor. If the cost incurred by the Principal in completing the work is greater than the amount which would have been paid to the Contractor if the Contractor had completed the work, the difference will be a debt due from the Contractor to the Principal, otherwise any difference will be a debt due from the Principal to the Contractor.

### DISPUTES

* + - * 1. Within 10 business days of a dispute arising either party may refer it to the Contract Manager by giving written notice under this clause. Within 20 business days of receiving a notice of dispute the Contract Manager will give its written decision to each party. If the Contract Manager fails to give the decision, or if either party is dissatisfied with it, the parties must within 10 business days of receipt of the decision, or the date upon which it should have been given, confer at least once to attempt to resolve the dispute.

### GOODS AND SERVICES TAX (GST) AND PAY AS YOU GO (PAYG)

###### Definitions

* + - * 1. For the purposes of this clause:
        2. **ABN**, **adjustment event**, **adjustment note**, **amount**, **Australian resident**, **consideration**, **GST**, **GST Law**, **input tax credit**, **recipient created tax invoice**, **registered**, **tax invoice**, and **taxable supply** have the same meanings as in the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

###### GST Included in Price

* + - * 1. Payments for any taxable supplies under the Contract include GST.

###### Tax Invoices

* + - * 1. The Contractor must issue to the Principal a tax invoice or adjustment note (as the case may require) within 5 business days after each of the following occurring in relation to that taxable supply:

the Contractor submitting a claim for payment that is not in the form of a valid tax invoice;

the Contract Manager certifying an amount for payment different to the amount claimed;

the amount for payment being otherwise determined to be different to the amount claimed or (if applicable) certified.

### INFORMATION PRIVACY

* + 1. For the purposes of this clause:
       - 1. **Personal Information** means information or an opinion, including information or an opinion forming part of a database, whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained, from the information or opinion.
    2. If the Contractor collects or has access to Personal Information in order to carry out work under the Contract, the Contractor must:

if the Principal is an ‘agency’ within the meaning of the *Information Privacy Act 2009* (Qld) (“IPA”), comply with Parts 1 and 3 of Chapter 2 of the IPA in relation to the discharge of its obligations under the Contract as if the Contractor was the Principal;

not use Personal Information other than in connection with carrying out work under the Contract, unless required or authorised by law;

not disclose, or transfer outside of Australia, Personal Information without the prior written consent of the Principal, unless required or authorised by law;

ensure that its officers, employees and agents do not access, use, or disclose Personal Information other than in connection with carrying out work under the Contract;

fully co-operate with the Principal to enable the Principal to respond to applications for access to, or amendment of a document containing an individual’s Personal Information and to privacy complaints; and

comply with such other privacy and security measures as the Principal may reasonably require from time to time.

* + 1. On request by the Principal, the Contractor must obtain from its employees, officers or agents carrying out work under the Contract, an executed deed of privacy in a form acceptable to the Principal.
    2. The Contractor must immediately notify the Principal on becoming aware of any breach of this clause.
    3. The Contractor acknowledges that, in accordance with the Contract, the Contract Manager, the Principal and the QGP Compliance Branch:

will collect information for the purposes of administering the Contract that may contain Personal Information which will be used in accordance with the Contract and may be disclosed to the Contract Manager, the Principal, the QGP Compliance Branch and agents, consultants, or other contractors engaged by the Principal, but will not be disclosed to any other third party without the Contractor’s consent unless authorised or required by law or the Contract; and

may collect information containing Personal Information for the purposes of determining the Contractor’s compliance with the Ethical Supplier Threshold and the Ethical Supplier Mandate which may be disclosed to the Tripartite Procurement Advisory Panel for compliance purposes, but will not be disclosed to any other third party without the Contractor’s consent unless authorised or required by law or the Contract.

* + 1. Personal Information will be handled in accordance with the IPA.
    2. This clause will survive the termination or expiry of the Contract.

### ANTI-COMPETITIVE CONDUCT, CONFLICT OF INTEREST AND CRIMINAL ORGANISATIONS

* + 1. For the purposes of this clause:
       - 1. **Personnel** means officers, directors, employees and agents;
         2. **Conflict of Interest** includes any actual, reasonably anticipated or perceived conflict of interest, whether personal, financial, professional or otherwise.
    2. The Contractor warrants that neither it, nor its Personnel have engaged in, or will engage in, any collusive, anti-competitive or similar conduct in connection with the Contract, any associated tender or any actual or potential contract with any entity for the Works. In addition to any other remedies available to it under law or contract, the Principal may, in its absolute discretion, immediately terminate the Contract if it believes the Contractor has engaged in collusive or anti-competitive conduct.
    3. The Contractor warrants that it and its Personnel do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations where a Conflict of Interest is created, or might appear to be created, in conflict with its obligations under the Contract, except as disclosed. If the Principal requests, the Contractor must obtain from its Personnel a signed conflict of interest declaration in a form acceptable to the Principal.
    4. The Contractor warrants that neither it nor its Personnel have been convicted of an offence where one of the elements of the offence is that the person is a participant in a criminal organisation within the meaning of section 161P of the *Penalties and Sentences Act 1992* (Qld).
    5. The warranties in this clause are provided as at the date of the Contract and on an ongoing basis. The Contractor warrants that it will immediately notify the Principal if it becomes aware that any warranty made in this clause was inaccurate, incomplete, out of date or misleading in any way when made, or becomes inaccurate, incomplete, out of date or misleading in any way.
    6. In addition to any other remedies available to it under law or contract, the Principal may, in its absolute discretion, immediately terminate the Contract if it believes the Contractor has breached any warranty in this clause.

### QUEENSLAND PROCUREMENT POLICY

* + 1. The Contractor must:

in carrying out the work under the Contract, comply with the principles of the Queensland Procurement Policy and any requirements under the Contract in this regard; and

for the term of the Contract, comply with the Ethical Supplier Threshold, the Ethical Supplier Mandate and the Supplier Code of Conduct.

* + 1. The Contractor acknowledges that a failure to comply with government policies and legislation that apply to the work under the Contract or the Contractor’s obligations under the Contract can result in the imposition of a penalty under the Ethical Supplier Mandate, in addition to any other remedies available to the Principal under the Contract.
    2. The Contractor:

consents to a relevant Government Department or Instrumentality providing information to the Principal and the QGP Compliance Branch; and

authorises the Principal and the QGP Compliance Branch to obtain information;

* + - * 1. about the Contractor’s compliance with government policy and legislation, including without limitation the Queensland Procurement Policy, the Ethical Supplier Threshold, the Ethical Supplier Mandate, the Supplier Code of Conduct, the *Work Health and Safety Act 2011* (Qld) and the *Electrical Safety Act 2002* (Qld).
    1. **Dumped Goods**

For the purposes of this clause:

**dumped goods** means goods resulting from a practice where a supplier exports goods to another country at a price below the price charged in the country of manufacture or below the cost of manufacturing the goods.

The Contractor warrants that:

it will not supply dumped goods or goods suspected of being dumped for the term of the Contract;

it will do business with ethically, environmentally and socially responsible suppliers, and will seek to influence the supply chain in this regard;

it has put into place all necessary processes, procedures, investigations and compliance systems to ensure that it can provide the warranties under this clause at all relevant times; and

should the Contractor become aware of any risk of breaching this warranty, it shall immediately notify the Principal of such risk and the remediation action it proposes to take.

Notwithstanding clause 22.5(b) above:

the Contractor shall be responsible for payment of duties (if any) under the *Customs Tariff (Anti-Dumping) Act 1975* (Cth) and any security under the *Customs Act 1901* (Cth) in respect of any duty that might become payable under the *Custom Tariff (Anti-Dumping) Act 1975* (Cth); and

the Contractor shall indemnify the Principal in respect of any payments that are payable or that may become payable under the *Customs Tariff (Anti-Dumping) Act 1975* (Cth) or in respect of any security that is payable or may become payable under the *Customs Act 1901* (Cth) for duty that might become payable under the Customs Tariff (Anti-Dumping) legislation.

* + 1. Failure to comply in any respect with the requirements of this clause 22 will be considered a substantial breach of the Contract.

### MODERN SLAVERY

* + 1. For the purposes of this clause:
       - 1. **Modern Slavery** has the meaning given to it in the *Modern Slavery Act 2018* (Cth) and includes any form of slavery, servitude, debt bondage, deceptive recruitment practices, or forced labour to exploit children or other persons;
         2. **Modern Slavery Laws** means the *Modern Slavery Act 2018* (Cth) and any other applicable legislation addressing similar subject matter.
    2. The Contractor warrants that:

it complies with and will continue to comply with all applicable Modern Slavery Laws;

it has thoroughly investigated its labour practices, and those of its subcontractors in respect of any Modern Slavery used anywhere in its operations or supply chain or in the operations or supply chain of any of its subcontractors (to the extent reasonably possible);

it has put in place all necessary processes, procedures, investigations and compliance systems to ensure that it can provide the warranties under this clause at all relevant times; and

it has taken, and will take in the future, all necessary actions and investigations to validate the warranties provided under this clause.

* + 1. Should the Contractor become aware of any:

Modern Slavery risks in its supply chain or operations, it must notify the Principal of those risks and advise the Principal of the steps it is taking to eliminate or minimise those risks; or

Modern Slavery practices being carried out within its operations or supply chain, it must:

in writing, immediately notify the Principal of those practices and of the remediation action it proposes to take; and

at its cost, take any such additional remediation action required by the Principal (acting reasonably and after due consultation with the Contractor).

* + 1. If the Contractor is a ‘reporting entity’ for the purposes of any state or federal Modern Slavery Laws, including the *Modern Slavery Act 2018* (Cth), it must provide the Principal with a copy of any report it is required to prepare under that legislation at the Principal’s request.

### RECORDS AND ACCESS TO RECORDS

* + 1. The Contractor must make and keep accurate and complete records of:

the Contractor’s tender, including without limitation the preparation and submission of that tender;

the execution and completion of the work under the Contract; and

compliance with commitments made in the Contractor’s tender relating to or required by government policies including but not limited to the Queensland Procurement Policy, the Ethical Supplier Threshold and the Ethical Supplier Mandate and the Supplier Code of Conduct.

* + 1. The records referred to in clause 24.1 must include records that are required to be created or provided, or that are otherwise referred to, under the Contract, as well as other records including but not limited to those that:

relate to the Contractor’s tender, including tender preparation, submission, negotiation, evaluation, estimates and calculations;

relate to design, including design calculations, option studies, opinions, reviews, and reports;

relate to the execution and completion of the work under the Contract, including without limitation labour, consultants, materials, equipment, resourcing, planning, progress, delay, inspection, examination, testing, compliance, approval, safety, risk, variations, claims, payment, cost and cost to complete;

are required to demonstrate compliance with the matters referred to in clause 24.1 including without limitation payroll records, management records and time recordings; and

are in a format or stored on any medium, including without limitation photographs, electronic files, telecommunications, or social media.

* + 1. The records referred to in clause 24.1 must not be destroyed without the prior written approval of the Principal.
    2. Subject to the Contractor’s right to claim legal professional privilege in respect of any record, which is hereby maintained, the Principal and the QGP Compliance Branch will have the right to inspect and to copy at any time any record referred to in clause 24.1. In the case of any records referred to in clause 24.1 stored on a medium other than in writing, the Contractor must make available forthwith upon request such facilities as may be necessary to enable a legible reproduction thereof to be provided to the Principal and the QGP Compliance Branch.
    3. Where a record referred to in clause 24.1 is created, maintained or stored by the in an electronic format, it must be provided to the Principal in its native, operable form or such other format as may be reasonably required by or acceptable to the Principal.
    4. Where a record referred to in clause 24.1 is stored on a medium licensed from a third party, where the Principal is a party to the communication, the Contractor must provide the Principal with a copy of such records in an external electronic storage device, readable on the Principal’s information technology system, or such other format as may be reasonably required by the Principal, each month until the expiration of the Defects Liability Period.
    5. The Contractor must comply in all respects with any request made pursuant to clause 24.5 to inspect or copy records referred to in clause 24.1, or any audit undertaken pursuant to clause 24.4, and will not be entitled to refuse audit, inspection or copying of any record referred to in clause 24.1 on any basis whatsoever other than on the basis that legal professional privilege attaches to the record.
    6. Records accessed under clauses 24.4 may be used to assess the Contractor’s compliance with the Contract, the Queensland Procurement Policy, Ethical Supplier Threshold, the Ethical Supplier Mandate and the Supplier Code of Conduct and may be shared with relevant Government Departments or Instrumentalities for the purposes of the making of a recommendation about compliance with the Queensland Procurement Policy, Ethical Supplier Threshold, the Ethical Supplier Mandate and the Supplier Code of Conduct.
    7. The Principal and the QGP Compliance Branch may in their absolute discretion, publish information about the Contractor's compliance with the Ethical Supplier Mandate, including but not limited to any sanctions or penalties imposed, and the parties acknowledge and agree that to do so will not constitute a breach of this Contract by the Principal nor give rise to any other right or remedy of the Contractor at law or in equity against the Principal or the QGP Compliance Branch.

## Order

GUIDENOTE: [DELETE BEFORE PUBLISHING]

Minimum items to be included in the Order:

* ***Principal’s Details***
* ***Contract Manager’s Details.***
* ***Scope of the work under the Contract.***
* ***Time for commencement***
* ***Time for completion***
* ***Address of the Premises where the work should be completed, including any specific access or other requirements specific to the Premises.***
* ***Amount of public liability insurance required.***
* ***Place where payment claims should be sent.***