



# Every Trade

BUILDING SERVICES

1300 180 088

## SUBBY PACK



BNG CONTRACTOR  
SERVICES PTY LTD



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## Terms and Conditions – T&C's

### 1. Application

These Terms and Conditions ("T&Cs"), will apply to any supply of Services supplied by the Sub-Contractor to the Customers of Every Trade Building Services.

### 2. Definitions

In these T&Cs:

**"Adjustment Notes"** has the meaning given by the section 195-1 of the A New Tax System (Goods and Services Tax) Act 1999.

**"Contract"** means the contract formed as a result of an acceptance of a Purchase Order by the Contractor. It includes these terms, any covering letter, quotation, estimate and any other document that refers to these terms.;

**"Contractor"** means the party entering the contract with Every Trade Building Services to provide services.

**"GST"** has the meaning given by section 195-1 of the A New Tax System (Goods and Services Tax) Act 1999 and includes any similar tax imposed by the Commonwealth, State or Territory law.

**"Installation Address"** means any Installation address in a Contract;

**"Installation Date"** means any Installation date in a Contract;

**"Liability"** means any loss, liability, cost, payment, damages, debt or expense (including but not limited to reasonable legal fees);

**"Order"** means any written or verbal order for work by the Customer to the Contractor for Services;

**"Personnel"** means any employee, servant, contractor, subcontractor, agent, partner, director or officer of a party;

**"Price"** means the price of the Goods and/or Services (including but not limited to any Installation or other charges); and

**"Services"** means any services associated with this contract.

**"Taxable Supplies"** has the meaning given by the section 195-1 of the A New Tax System (Goods and Services Tax) Act 1999.

**"Tax Invoice"** has the meaning given by the section 195-1 of the A New Tax System (Goods and Services Tax) Act 1999.

### 3. Placement of orders

- a) Any Order by Every Trade Building Services to the Contractor and/or any acceptance of any Services by Every Trade Building Services will constitute agreement to these T&Cs.
- b) If the Contractor accepts a Purchase Order, whether in writing via Every Trade Building Services CRM Tool (BuilderTREND) or email, the parties will have created a binding Contract and the Contractor will supply the Services to the customer of Every Trade Building Services, and Every Trade Building Services will pay the Price to the Contractor in accordance with the terms of the Purchase Order (which includes these T&Cs).
- c) Every Trade Building Services must provide the Contractor with written details of any required specifications of the Services at the time Every Trade Building Services provides a Purchase Order to the Supplier.
- d) The Contractor may cancel any Contract prior to Installation of the Services with no liability provided reasonable notice is given to Every Trade Building Services to allow the Order to be re-allocated to another Contractor. Failure to provide do so may result in the Contractor being solely responsible for any costs or damages incurred by Every Trade Building Services.

### 4. Delivery of Services

- e) If the Contractor agrees to provide services to the customers of Every Trade Building Services, the Contractor will endeavour to provide the services to the Installation Address on the Installation Date.
- f) On completion of the services the Contractor must;
  - i) Notify Every Trade Building Services via telephone or email that the order is complete;
  - ii) Complete all required documentation for lodgement with Every Trade Building Services; and
  - iii) Take photographs of all of the completed work (4 before & 4 after photos).

### 5. Price

- g) Unless otherwise agreed by the Contractor and Every Trade Building Services in writing The Price is inclusive of;
  - i) GST;
  - ii) All tax and Custom Duty;
  - iii) All costs of testing, inspection, repairs, making good, damage; and
  - iv) All charges for the delivery of the work.
- h) The Contractor may vary the Price to include further charges if Every Trade Building Services varies their instructions. Any variation must be agreed to by Every Trade Building Services and confirmed in writing by Every Trade Building Services.
- i) If any refunds are made or discounts are given it is the Contractor's responsibility to

issue any Adjustment Notes that may be required under the GST law

## 6. Invoices

- j) To receive payment in a timely manner the Contractor must ensure that each invoice includes:
  - i) The Suppliers company name
  - ii) ABN
  - iii) Date
  - iv) Invoice number
  - v) Description of works
  - vi) A breakdown of materials and labour
  - vii) Amount payable including GST
  - viii) The purchase order number allocated by Every Trade Building Services.
- b) Payment terms of all invoices under this contract are 30 days from the date of receipt by Every Trade Building Services.

## 7. Warranties and liability

- k) The Contractor warrants that the services;
  - i) are fit for any purpose whether or not made known by Every Trade Building Services or any third party to the Contractor or any member of the Supplier's Personnel;
  - ii) will comply with all statutory requirements and regulations relating to;
    - (1) The safety, manufacture and carrying out of work relating to the specific trade;
    - (2) Insurance and WorkCover; and
    - (3) OH&S Act 1985 and general duty of care.
  - iii) Will be re-supplied at no further cost within seven (7) days if they unsatisfactory to the client or defective.
- l) Nothing in these T&Cs are intended to have the effect of contracting out of any applicable provisions of the Competition and Consumer Act 2010 (Cth) or any equivalent Act of any State or Territory of Australia except to the extent permitted by such Acts.
- m) The Supplier's liability for any Liability or Claim in relation to these T&Cs, the Contract, and any supply of Services will be limited to the amount of the Price paid by Every Trade Building Services to the Supplier.

## 8. Indemnity

- n) The Contractor indemnifies Every Trade Building Services on a full and continuing indemnity basis from and against any Liability or Claim arising directly or indirectly in relation to:
  - i) the Contractors' breach of these T&Cs or any Contract;
  - ii) the negligence or wilful misconduct of the Contractor or any member of the Contractor's Personnel;
  - iii) Liability under the Trade Practices Act 1974 or any other legislation in force in the states and territories of Australia in respect of the works.
  - iv) Defective or faulty works provided as a result of the provision of services.
  - v) damage to the property of the customer or any third party during any provision of services; and
  - vi) any tests conducted by a third party in relation to the Services;

## 9. Miscellaneous

- o) These T&Cs or any Contract may only be amended with the Supplier's express written agreement. Any waiver by Every Trade Building Services must be express and in writing.
- p) Every Trade Building Services rights under these T&Cs or any Contract do not exclude any other rights Every Trade Building Services may have at law.
- q) If any provision of these T&Cs or any Contract is unenforceable, the provision will be severed and the remaining provisions will continue to apply.
- r) These T&Cs and any Contract will be governed by the law of the state in which Supplier's address is located.
- s) In these T&Cs:
  - i) the headings do not affect interpretation;
  - ii) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
  - iii) a reference to a statute, ordinance, code or other law includes regulations, rules and other instruments under the statute, ordinance, code or other law and any consolidations, amendments, re-enactments or replacements;
  - iv) if a day on or by which an obligation must be performed or an event must occur is not a business day, the obligation must be performed or the event must occur on the next business day.

## Quality Policy

### 1. Policy Statement

It is the policy of Every Trade Building Services to operate our business in a manner that consistently meets or exceeds the quality standards set by our stakeholders. To achieve this, we are committed to continuous improvement of our management systems, operations and the products and services provided by our company.

### 2. Aims and Objectives

To achieve this goal, we recognise that the quality of our products and services are determined by our customer's needs and expectations. The Sub-Sub-Contractor's objectives are to:

- Identify the changing needs and expectations of our customers
- Develop and maintain processes and procedures that ensure that these changes are accommodated
- Achieve efficiency in their operations, attention to detail, and responsiveness to customer priorities. Provide quality products and services on time, and at the lowest cost.
- Provide an employment environment where continuous improvement is encouraged.

### 3. Responsibilities

The Sub-Sub-Contractor will:

- Train all workers and Sub-Contractors to identify areas where improvement can be achieved
- Remove wasted and non-value added steps and time in our processes where feasible
- Strive to ensure that customer and stakeholder satisfaction is achieved at all times, and in all things
- Support the adoption of appropriate quality systems and management principles in order that all stakeholders benefit from this commitment to quality.



Sub-Contractors are expected to:

- Assist and cooperate in ensuring that this policy is followed
- Actively participate in the adherence of this company to the achievement of the goals and objectives of this policy.

## **Occupational Health & Safety Policy**

### **1. Policy Statement**

As part of our commitment to achieving the principles of health and safety in our workplace and throughout our sites, we recognise our moral and legal responsibility to provide a safe and healthy work environment for workers and Sub-Contractors. This commitment also extends to ensuring that our operations and activities do not place the local community or environment at risk of injury, illness or damage.

### **2. Aims & Objectives**

The Sub-Contractor will adopt procedures to –

- Provide and maintain healthy and safe workplaces, safe plant and systems of work
- Provide written procedures and instructions to ensure safe work practices
- Ensure compliance with legislative duties and current industry standards
- Provide such information, instruction, training and supervision to workers, Sub-Contractors and customers as is necessary to ensure their continued health and safety
- Provide support and assistance to workers and involve them in consultation on safety issues

### **3. Responsibilities**

We recognise that the overall responsibility to provide a safe workplace rests with the Sub-Sub-Contractor, who will be accountable for the implementation of this policy. These responsibilities include –

- Ensuring that all WHS policies and procedures are implemented and followed.
- Establishing measurable objectives and targets to ensure continued improvement aimed at the elimination of work-related injuries and illnesses
- Providing adequate resources to meet these WHS commitments

Sub-Contractors also have responsibilities, which include –

- Following all WHS policies and procedures
- Recognising hazards which may affect the health and safety of themselves, others, or the environment

We are committed to encouraging consultation and co-operation between the Employer and Sub-Contractor, and will formally involve elected health and safety representatives in any workplace change or any matters that may affect the health and safety of Sub-Contractors.

## Environmental Policy

### 1. Policy Statement

As part of our commitment to achieving the principles of responsible environmental management, sustainability and protection of the natural environment in our workplace, we recognise our moral and legal responsibility to ensure that our activities, products and services are designed to protect and enhance the environment in the communities in which we operate, and our obligations to ensuring that our operations do not place the natural environment or the local community at risk of harm.

### 2. Aims & Objectives

The Sub-Contractor will be committed to environmental improvement and prevention of pollution. They will achieve this by working with our customers, suppliers and the community to adopt procedures that –

- Reduce waste through innovative work practices and recycling practices
- Minimise environmental impacts by reduction of polluting substances produced by our operations, activities, products or services
- Minimise the impact of our operations on the neighbouring community
- Increase the use of environmentally acceptable materials, equipment and technology in place of those which are considered harmful
- Actively promote environmental awareness among workers, clients, customers and the general public

### 3. Responsibilities

We recognise that the overall responsibility for environmental sustainability rests with the Sub-Contractor, who will be accountable for the implementation of this policy. These responsibilities include –

- Ensuring that all environmental policies and procedures are implemented
- Establishing measurable objectives and targets to ensure continued improvement aimed at the elimination of waste, pollution and environmental harm
- Encouraging consultation and co-operation between workers and stakeholders in matters which may affect or impact on the environment
- Providing adequate resources to meet these environmental commitments

Sub-Contractors also have responsibilities, which include –

- Following all environmental policies and procedures
- Recognising and reporting hazards which may affect the health and well-being of the environment

## Drugs & Alcohol Policy

### 1. Policy Statement

Every Trade Building Services Pty Ltd is committed to providing a safe workplace for our Employees, Sub-Contractors, Suppliers, Clients and Stakeholders. For this reason, it is our objective to maintain a work environment in which the safety and the optimum performance of Sub-Contractors are not adversely affected by the use of alcohol or other drugs.

### 2. Aims & Objectives

Under all State and Territory Workplace Health and Safety Acts, Every Trade Building Services Pty Ltd has an obligation to provide a safe working environment. As such, employees, Sub-Contractors, Suppliers, Clients and Stakeholders engaged on a workplace controlled by Every Trade Building Services Pty Ltd are not to be under the influence of alcohol or drugs during working hours and must at all times carry out their duties and responsibilities in a safe manner.

### 3. Responsibilities

Employees, Sub-Contractors, Suppliers, Clients and Stakeholders who arrive at Every Trade Building Services Pty Ltd workplace or site under the influence of alcohol or drugs will be considered unfit for work and will be removed from the workplace or site when there is belief that the safety of yourself or others around you is being compromised. If you are taking prescription medication that may have an adverse effect when driving or operating machinery or that may be detected during a random drug and alcohol test, you are required to notify a representative of Every Trade Building Services prior to commencing your shift.

Any breach of the above policy will be viewed as serious misconduct with grounds for disciplinary action and may result in immediate termination.

## Code of Conduct

### 1. Introduction

This Code of Conduct (Code) supports Every Trade Building Services policy towards its clients. Every Trade Building Service's clients are owners of their properties to which Every Trade Building Services is committed to providing a consistent and quality service. Every Trade Building Services therefore has a duty to care to clients and their premises to maintain high ethical standards, honour agreements and undertakings, act in good faith, and be courteous at all times.

The Sub-Contractor has a similar duty to adopt high ethical standards, honour agreements and undertakings, and be courteous at all times. The Sub-Contractor must therefore ensure that its employees, its Sub-Contractors and the employees of its Sub-Contractors are familiar with the contents of the Code and observe its requirements at all times whilst working in and upon the client's properties.

### 2. When First Arriving at Site

- When first arriving at a client's site, the Sub-Contractor's representative should seek out the Acting Operations/Branch Manager, show his or her Identification Card, and, in a friendly and courteous manner, ask if it is convenient to commence work.
- In order to minimise noise and inconvenience to the client avoid, where practicable, driving any vehicle into the driveway of a property without first seeking the permission of the Operations/Branch Manager to park on the premises.

### 3. Courtesies & General Appearance

Every Trade Building Services clients include a wide range of people, some of whom have special and complex needs and should be treated with understanding and sensitivity.

When visiting or working at a client's premises, employee's must,

- Show all occupants full courtesy and respect;
- Be of neat and tidy personal appearance and suitably attired in a reasonable standard of dress;
- Ensure footwear and clothing is cleaned of mud, wet paint, grease etc. before entering a client's premises.

- Treat the client's premises and personal property with due care and respect at all times; and
- Give full consideration to the client's comfort, well-being, health, welfare, safety, and security. Any disruptions to the clients must be kept to a minimum.

#### 4. [Languages and General Behaviour](#)

- Bad language must not be used in the presence or hearing of any client, visitor, guest or employee.
- Loud and boisterous behaviour (without bad language) can be threatening and offensive to others, especially the elderly and infirm, and those suffering an illness.
- Ensure that personal behaviour does not interrupt nor threaten the general enjoyment by clients and surrounding environment.
- Do not be judgemental nor belittle a client for any reason by attitude, tone of voice or action.
- Do not make any derogatory or non-essential comments on the work of others who may have serviced a client's premises or on faults or problems the Sub-Contractor has been engaged to rectify.

#### 5. [Noise](#)

- Take care to minimise noise. Client requests to limit noise must be respected.
- Such requests may come from clients who are shift workers, have young families.
- If agreement cannot be reached, the matter must be referred to Every Trade Building Services for resolution.
- The possible presence of children must be kept in mind when manoeuvring vehicles or large equipment and mechanical devices.
- Holes and trenches must be made safe and covered with strong material when left unattended.

#### 6. [Protection of a client's property](#)

Take all reasonable precautions to protect the client's property from theft or damage. Immediately advise Every Trade Building Services of any damage or loss that occurs to the property of the Sub-Contractor or the property of the client.

## 7. Use of a client's Services and Facilities

- Do not use a client's power, gas, or water, without prior permission.
- Do not use the client's toilet, washbasins or cooking facilities without prior permission.
- Clients must be reimbursed for all costs incurred where permission is given.
- Do not prepare or eat food in the client's premises without prior permission.
- If permission is not given in these situations the client's wishes must be accepted with good grace and alternate arrangements made.

## 8. Client's Telephone

- Do not use a client's telephone to make or receive calls except in case of emergency.
- Calls must not be diverted to a client's telephone from mobile telephones or other communication services.

## 9. Parking & Storage

- Do not store any materials or equipment on the Site without permission of the client. Anything stored on the Site is stored entirely at the Sub-Contractor's risk and no responsibility for its security or safety will be accepted by the client or others. Permission must be obtained from the client before parking or placing any vehicle, site office, storage container or other facility in the grounds of their premises, or on any verge. Do not obstruct any driveway, footpath crossing, road, pathways or any other access in the grounds of apartments or neighbourhood precincts.

## 10. Cleaning Up

- All rubbish resulting from the work must be removed, and the property must be left in a clean and tidy state at the end of each day. Failing to do so may result in the Sub-Contractor being back charged for any extra work carried out by other parties.



## 11. Ethical Conducts

- Do not, under any circumstances, comment on any matters relating to the Contract or the operations of Every Trade Building Services.
- This includes discussion and comment on the condition of the client's properties; policy of the Principal; or matters of a personal nature of the client such as conduct, appearance, ethnic origin, the condition of the property or on any issue relating to standard of housekeeping.

## 12. Illegal Acts

- If any person sees an illegal act or a crime in progress they must immediately inform the Police.

## 13. Emergencies

- If there is any immediate danger to life or property, the appropriate emergency service must be called immediately.

## 14. Difficulties encountered on-site

The Sub-Contractor, employees of the Sub-Contractor or a Sub-Contractor, if concerned for their health or safety, or the safety of their materials, tools or equipment, may leave the Site providing they have been acting reasonably. However, such an employee or Sub-Contractor must inform Every Trade Building Services of the situation immediately upon leaving the property.

It is not possible to define every event where it might be considered inadvisable to enter in or upon property or advisable to leave after entering. The following instances are examples of where decisions of this nature might reasonably be made.

- Where persons appear affected by alcohol or other substances and entering or remaining in or upon the property may provoke an undesirable situation;
- Where there are groups of people at or near the property and their demeanour and general attitude is one of menace;

- Where persons are agitated or displaying erratic or other inappropriate behaviour which may be a threat to personal safety;
- Any display of aggression by persons;
- Any instance where personal safety, the safety of others or the safety of machinery, equipment, and other property, is either in danger or under threat of danger, or where an unsafe situation has developed.

In these or similar circumstances Sub-Contractors should not enter the property or should withdraw from the property immediately.

The Sub-Contractor or employees of the Sub-Contractor should also leave a property if a situation becomes unmanageable or if a dispute arises with a client, which will significantly affect progress of the work. The Sub-Contractor or employees of the Sub-Contractor should politely decline to engage in non-essential discussion.

The Sub-Contractor or employees of the Sub-Contractor must not respond or argue. They should collect their tools and equipment, leave the premises and immediately inform Every Trade Building Services.

## 15. [Breaches of Code of Conduct](#)

- Every Trade Building Services will investigate any complaint submitted to the Principal by a client.

## Conduct Requirements

### 1. Introduction

This booklet is a guide to the standards of conduct to be observed by all persons engaged on work in and around the premises of any Every Trade Building Services clients.

It applies to all persons employed by Sub-Contractors and suppliers who visit a client's properties.

The guide is divided into two sections. The first section lists the things you must do to ensure clients receive a first class service and that their safety and comfort is looked after. The second section lists the sort of things, which may be annoying and must be avoided.

### 2. Things you must do

- Where a phone number is provided for a client ring to make an appointment
- Where no contact can be made, call at the premises between 8am and 5pm and request an appointment to be made. DO NOT assume that you can carry out work immediately.
- When you first arrive at a client's site, seek out the client introduce yourself and produce your identification card.
- Treat the client and the client's customer's with respect and courtesy at all times.
- If you encounter a client with a non-English speaking background, and communication is difficult, request the Branch Manager or representative to arrange for an interpreter.
- Take all possible precautions to ensure the safety of the clients and their customers.
- Advise the Branch Manager if you become aware of any circumstances or hazards that may affect the safety of a client.
- If you see an illegal act or crime in progress, immediately inform the police.
- Be of neat and tidy appearance and suitably attired in a reasonable standard of dress.
- Ensure that footwear is clean and will not leave marks on floor coverings.
- Treat the client's premises with due care and respect at all times.
- Obtain permission from the client before parking or placing any vehicle, site office or other facility on the premises.
- Move the client's furniture and belongings where necessary to avoid damage.

- Take all precautions to prevent damage when moving the client's furniture and belongings.
- Take all reasonable precautions for security and protection of the client's property against theft, breakage or damage.
- Immediately advise Every Trade Building Services of any damage or loss that occurs to your property or the property of the client.
- Remove all rubbish resulting from your work, and leave the property in a tidy, clean state at the end of each working day.
- Contact emergency services '000' in the event of an accident or where danger to life or property arises. Also, please advise the appropriate representative of Every Trade Building Services as soon as possible.

### 3. Things you must avoid

- Do not respond or argue with a client. If a situation becomes unmanageable or if a dispute arises, collect your equipment, leave the premises, and immediately inform your supervisor or the appropriate Every Trade Building Services representative.
- Where possible do not drive into the driveway of a property on your first visit.
- Do not use bad language or engage in loud and boisterous behaviour.
- Do not be judgemental nor belittle a client for any reason by your attitude, tone of voice or action.
- Do not make any derogatory comments on previous work carried out by others.
- Do not smoke or consume or be under the influence of alcohol or any prohibited substance.
- Do not request a client to move, or assist with the moving of, any furniture or fitting that has to be moved to gain access to a work area.
- Do not store any materials or equipment on the premises without first obtaining the permission of the client.
- Do not use any of the client's facilities, including power, gas, water, toilet, washbasins, stove, TV or radio, without the client's permission.
- Do not prepare or eat food in the client's premises without the client's permission.
- Do not use radios or other sound equipment without the prior approval of the client.
- Do not make excessive noise. If a client requests reasonable noise limits, then these should be adhered to.
- Do not use a client's telephone except in the case of an emergency.
- Do not, under any circumstances, comment on any matters relating to the contract, or the operations of Every Trade Building Services.

- Do not comment to the client or others on matters of a personal nature about the client nor the condition of the premises.
- Do not tip paint, cleaning fluid or any other toxic substance down drains or toilets.

## Every Trade Building Services Software - BuilderTREND

Every Trade Building Services utilises a program named BuilderTREND to process all Jobs, Purchase Orders, Bid Requests and daily communication between Every Trade Building Services and their Sub-Contractors.

Every Trade Building Services will engage all Sub-Contractor's to use the program so that Sub-Contractors can complete the below,

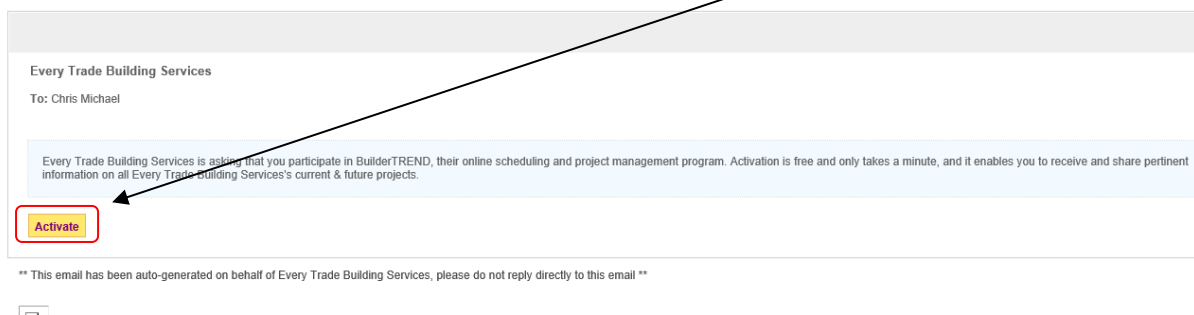
- Upload Insurances/ Public Liability
- Accept Purchase Order's Electronically
- Submit Bids for Jobs when required
- Upload photos for jobs
- Communicate with their Every Trade Building Services contact daily or when required through the use of a daily log, message etc.

In order to accept Every Trade's invitation please follow the prompts below.

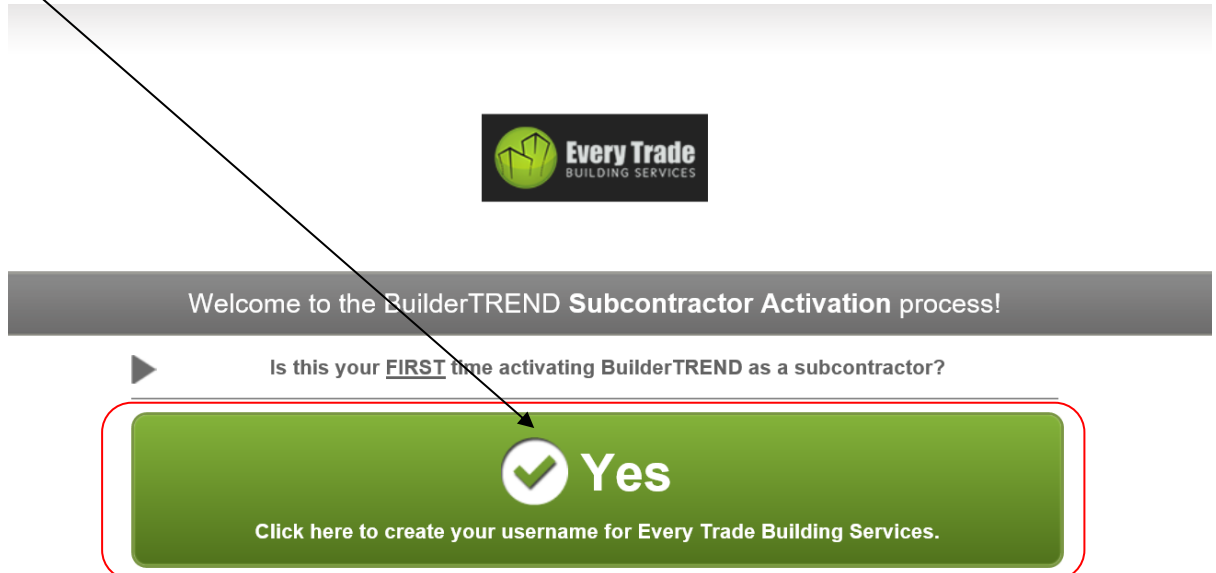
### 1. Sub-Contractor Acceptance via Email

Once an invitation is sent to the Sub-Sub-Contractor by and Every Trade Building Services representative an email will appear in the Sub-Sub-Contractor's inbox. To complete the registration, they must complete the below,

1. Open Email from [Every Trade Building Services @buildertrend.com](mailto:Every Trade Building Services @buildertrend.com) > Subject Line will read - *Every Trade Building Services requests your participation in BuilderTREND*
2. Scroll down through the body of the email and select the activate option.



3. Once you select activate the below will appear in a separate internet browser, please select yes.



- Once you select yes you will need to create a User ID & Create a password. Press Continue and move to point 5.

Welcome to the BuilderTREND Subcontractor Activation process!

▶ Please create a username and password to activate your account

User ID:

Password:

Confirm Password:

Continue Go Back

- Once you press continue, the below will appear. Please enter your phone number if you would like to receive text message notification for jobs etc or simply press skip.


Welcome to the BuilderTREND Subcontractor Activation process!

**You're almost finished activating your account...**

Cell Phone Number / Service Provider:

Save and Continue Skip

Receive TEXT MESSAGE alerts LIVE to your cell phone when important changes are made! Click in the box to setup.





6. Once you have completed point 5 then the below will appear. Please select Login and you will be taken to buildertrend.net where you will be able to login and complete works.

Welcome to the BuilderTREND **Subcontractor Activation** process!

## Congratulations!

Your setup is complete. You can now enter your username and password to access your account with Every Trade Building Services.



Once you have completed this you will be able to login and utilise all of our software's capabilities.