

ALL STATES

PERIOD TRADE CONTRACT CONDITIONS

AN AGREEMENT DATED: 1st July 2017

BETWEEN: *principal contractor* CAPE COD AUSTRALIA PTY LTD

AND: *trade contractor* FRESH START CONSTRUCTIONS

1 In consideration of:

- (a) the *trade contractor* agreeing to quote for *trade works* whenever asked by the *principal contractor*; and
 - (b) the *principal contractor* agreeing to pay, on demand by the *trade contractor*, the sum of \$1,
- the parties agree that the period trade contract conditions overleaf are deemed to be incorporated into each *trade contract* for a period of 12 months from the date of this agreement.

2 The *trade contractor* acknowledges and agrees that:

- (a) the *principal contractor* has not made any representation; and
- (b) the *trade contractor* has not relied on any representation made by the *principal contractor*, as to the availability of work or the number of work orders that will be issued by the *principal contractor*.

3 The parties agree that for each *trade contract* the scope of the *trade works*, the commencement and completion dates of the *trade works* and the price of *trade works* will be set out:

- (a) in a quote from the *trade contractor* that is accepted by the *principal contractor*;
- (b) in a work order issued by the *principal contractor* that is accepted by the *trade contractor*; or
- (c) as otherwise evidenced in writing and signed by the parties.

4 The parties agree that this agreement does not form a contract to carry out work. The obligation to carry out work arises on the formation of a *trade contract* as described in paragraph 3 above.

5 "Defects liability period" in a *trade contract* means a period of 12 weeks/~~months~~ from the practical completion of the work under the *head contract*.

INFORMATION TO BE COMPLETED BY THE TRADE CONTRACTOR

LICENCE NO. (If required) 250099C

☒ PUBLIC LIABILITY INSURANCE Company: NRMA
Policy No. ET2249758 Current to 30/07/2017

WORKERS COMPENSATION INSURANCE Policy No. ET2249758 Current to 30/07/2018

PERSONAL SICKNESS AND ACCIDENT INSURANCE Company: NRMA
Policy No. ET2249758 Current to: 30/7/2018

Note: The *trade contractor* should consider the indemnity in clause 6(i), seek confirmation whether the *principal contractor's* (or ultimate *head contractor's*) building works insurance policy provides appropriate cross cover for the *trade contractor* and seek insurance advice accordingly.

ABN No. 56 760 996 858 Are you registered for GST? YES/NO

THE PARTIES AGREE that the period trade contract conditions referred to above are those that appear on the next page (see over).

Gary Klomp
Gary Klomp – Construction Manager
PRINCIPAL CONTRACTOR'S SIGNATURE

[Signature]
TRADE CONTRACTOR'S SIGNATURE



TRADE CONTRACTOR'S COPY