

ALL STATES

## PERIOD TRADE CONTRACT CONDITIONS

AN AGREEMENT DATED: 1<sup>st</sup> July 2017

BETWEEN: *principal contractor* CAPE COD AUSTRALIA PTY LTD

AND: *trade contractor* IKOMA PTY LTD

**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) 23390

PUBLIC LIABILITY INSURANCE Company: DAMONS

Policy No. SMX011794229 Current to 16-6-2018

*ILARE INSURANCE*  
WORKERS COMPENSATION INSURANCE Policy No. WGB060671120122 Current to 31-5-2018

PERSONAL SICKNESS AND Company: \_\_\_\_\_

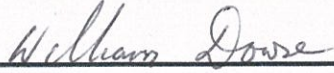
ACCIDENT INSURANCE Policy No. \_\_\_\_\_ Current to: \_\_\_\_\_

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. 99 060 508 803 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 – Construction Manager  
PRINCIPAL CONTRACTOR'S SIGNATURE

  
TRADE CONTRACTOR'S SIGNATURE

