

AJ Grant Building Pty Ltd

Contractor Agreement

1. Background

- 1.1. AJ Grant Building is a national service provider, providing residential building services to the construction industry.
- 1.2. The Contractor wishes to provide services to AJ Grant Building and by agreeing to provide the Services to AJ Grant Building will be bound by this Agreement.
- 1.3. The Contractor will employ or engage suitably qualified individuals to assist with providing the Services.
- 1.4. The aim of this Agreement is to provide a basis for co-operation between AJ Grant Building and the Contractor, ensuring the high standards of AJ Grant Building and its reputation is upheld at all times and ensuring the Contractor is promptly paid.

2. Interpretation

- 2.1. **'AJ Grant Building'** means AJ Grant Building Pty Ltd and, where obligations are owed to it by the Contractor or its Personnel, any related entities (AJ Grant Restorations Division).
- 2.2. **'Building Services Equipment'** means the equipment listed in the written purchase order.
- 2.3. **'Confidential Information'** means any confidential or proprietary information provided by AJ Grant Building to the Contractor or any of its Personnel which AJ Grant Building regards as confidential including, but not limited to, the following:
 - i. the names, lists or details and any information relating to the business affairs of actual and potential clients, customers and suppliers;
 - ii. any information relating to the cost or estimated cost of provision of the Services including but not limited to AJ Grant Building's written purchase orders, quotes provided, or invoices supplied to AJ Grant Building for the Services performed by the Contractor or any of its Personnel;
 - iii. information relating to the general business of AJ Grant Building, past and present clients, financial reports, financing strategies, models, documentation, software, pricing, sources, ideas, procedures, concepts, inventions, trade secrets and Intellectual Property;
 - iv. any information which AJ Grant Building informs the Contractor is confidential or which, if disclosed, the Contractor knows or ought reasonably to know would be detrimental to AJ Grant Building;
 - v. but excludes any information that is public knowledge or is in the public domain (other than by breach of this Agreement).
- 2.4. **'Conflict of Interest'** means any conflict of interest when the Contractor's or any of its Personnel's personal interests' conflict with their obligation to act in the best interests of AJ Grant Building. These personal interests could include the Contractor's or any of its Personnel own interests, as well as the interests of their spouse, family, friends, or other associates.

A conflict of interest might be actual, potential, or perceived and might also relate to financial or non-financial matters:

- i. an actual conflict means a conflict that actually exists;
- ii. a potential conflict means that might not exist yet, but a conflict could arise during the course of doing business;
- iii. a perceived conflict means that the conflict may not exist yet but may be perceived by others that a conflict does exist, which can lead to a lack of confidence in the Contractor.

2.5. **'Contractor'** means the entity or person providing the Services to AJ Grant Building pursuant to this Agreement.

2.6. **'Force Majeure Event'** includes the following events beyond the reasonable control of a party:

- i. act of nature;
- ii. war or terrorism;
- iii. national emergency;
- iv. epidemic;
- v. act or inaction of government or regulatory agency; and
- vi. industrial action outside that party's own workforce

which directly affects that party's ability to perform its obligations arising under this Agreement and cannot be mitigated by undertaking reasonable commercial endeavours.

2.7. **'GST'** means any tax pursuant to the *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any subsequent legislation.

2.8. **'Intellectual Property'** means statutory and other proprietary rights in respect of trademarks, designs, patents, circuit layouts, inventions, Confidential Information, know-how and all other rights, which include inventions in all fields of human endeavour; industrial designs; trademarks, service marks and commercial names and designations; protection against unfair competition; and all other rights resulting from intellectual activity in the industrial field.

2.9. **'Nominated Person'** has the meaning given in clause 6.

2.10. **'Personnel'** means a person, entity employed or engaged by the Contractor to provide the Services or perform specific tasks or components of the Services as directed by the Contractor pursuant to clause 6.

2.11. **'Services'** means the works performed and products supplied by the Contractor pursuant to this Agreement and any applicable written purchase order issued by AJ Grant Building to the Contractor.

2.12. **'Site'** means the site listed in the written purchase order.

2.13. **'WHS Law'** means the *Work Health and Safety Act 2011* (ACT, NSW, QLD), *Work Health and Safety Act 2020* (WA), *Occupational Health and Safety Act 2004* (VIC) and *Work Health and Safety Act 2012* (SA) and associated Regulations applicable to the Contractor's place of business or where the work is performed, as amended from time to time.

2.14. **'The General Insurance Code of Practice'** means the code which sets out the industry standards across all aspects of the general insurance industry, including product disclosure, claims handling process and investigations, relationship with people experiencing a vulnerability and reporting obligations.

3. Term of Agreement

3.1. This Agreement will commence on the date the Parties sign this Agreement.

3.2. This Agreement continues to apply in respect of each written purchase order issued to the Contractor by AJ Grant Building in accordance with this Agreement, unless this Agreement is terminated earlier in accordance with the terms of this Agreement.

4. Non-exclusive appointment

4.1 AJ Grant Building, engages the Contractor to, and the Contractor will, perform the Services on the terms and conditions of this Agreement. The Contractor is appointed on a non-exclusive basis and acknowledges that AJ Grant Building:

- i. may at any time provide the Services itself or appoint another person to provide services identical to or similar to the Services;
- ii. may at its sole discretion vary the number of instructions given to the Contractor to carry out work; and
- iii. does not guarantee that it will provide the Contractor with any, or any specific number of instructions to carry out work.

5. Description of Services

5.1. The Contractor may be required, at the request of AJ Grant Building or its representatives, to undertake make-safe repairs to ensure our clients' property is made safe, secure, and free from any further damage. AJ Grant Building provides 24-hour, 7-days a week service to its clients and is required to carry out all types of emergency repairs during storm or other scenarios.

5.2. On each occasion that AJ Grant Building requires the performance of the Services, AJ Grant Building will issue a written purchase order to the Contractor, who can accept or reject the written purchase order within [2 days].

6. Personnel

6.1. The Contractor must employ or engage, the 'Nominated Person', to assist with providing the Services. The Contractor may also engage other persons to perform specific tasks or components of the Services (together with the Nominated Person being the 'Personnel') pursuant to clause 20.

7. Payment

7.1. The payment rate will be as per agreed rates.

7.2. Unless otherwise agreed, the Contractor will be responsible for any expenses that are incurred by the Contractor in the performance of the Services.

7.3. If AJ Grant Building, engages the contractor, to perform the services for External Assessing, the contractor acknowledges that:

- i. AJ Grant Building will not be liable for any payment to the contractor and its representatives for fuel, uber/taxi fees, food allowances and working away penalties.
 - ii. If the external assessing contractor requires the use of a vehicle, an AJ Grant Building company vehicle can be provided, if not a hire vehicle can be provided.
 - iii. Any contractor driving an AJ Grant Vehicle, or a hire company vehicle organised by AJ Grant, will be liable for any damage excess for any at fault damage and accident occurring, whilst the vehicle is in the contractor's possession. Under no circumstances can the damage excess cannot be reduced for car hire.
 - iv. If conducting External Assessing services in a different state or region, and airfare is required, AJ Grant will cover the cost of the airfares, length of time at location will be agreed before receipt of purchase orders.
- 7.4. AJ Grant Building may negotiate new payment rates with the Contractor at any time to reflect any additional costs incurred by AJ Grant Building.
- 7.5. Nothing in this Agreement requires AJ Grant Building to make any payment in respect of services that are not performed in accordance with this Agreement.
- 7.6. In the event that AJ Grant Building has paid for any part or all of the Services that are unsatisfactory or incomplete, the Contractor irrevocably authorises AJ Grant Building to deduct this amount from future payments, including all necessary rectification costs by other contractors. Notification of such deduction will be provided in writing to the Contractor.
- 7.7. The Contractor must use the RCTI system for submitting invoices.
- 7.8. AJ Grant Building will not be liable for any payment to the Contractor for any Services completed without the Contractor first obtaining a written purchase order from AJ Grant Building and complying with all its obligations under this Agreement.
- 7.9. Subject to the clauses above, the Contractor will be paid within 30-days from the date of submitting a valid tax invoice via BuildPRO and a subcontractor's statement regarding workers' compensation, payroll tax and remuneration, on the closest Thursday after the submitted date.
- 7.10. The Contractor must keep all receipts and invoices of any materials purchased in the provision of the Services and, if requested, must produce those receipts and invoices to AJ Grant Building. If any GST or any other tax applies to the Services, the Contractor will ensure that the appropriate amount is payable by AJ Grant Building to the Contractor and will issue a valid tax invoice.
- 7.11. Unless an exemption applies, the Contractor must:
 - i. be registered for GST;
 - ii. remain registered for GST for the duration of this Agreement; and
 - iii. immediately give written notice to the AJ Grant Building of any changes to, or cancellation or revocation of the Contractor's GST registration.

8. Insurance

- 8.1. The Contractor will ensure that it arranges and maintains all relevant insurance coverage, including Workers Compensation / Personal Income Protection and Public Liability (not less than \$10,000,000.00 per claim).
- 8.2. The Public Liability insurance will cover the Contractor, its Personnel, servants, agents, and contractors together with AJ Grant Building, for any and/or all liabilities to third parties in respect of property damage and personal injury, arising out of or in connection with the provision of the Services pursuant to this Agreement.
- 8.3. Where relevant, the Contractor must also hold Professional Indemnity insurance (not less than \$5,000,000)
- 8.4. The Contractor will arrange and keep any additional insurance coverage as may be required by AJ Grant Building from time to time.
- 8.5. The Contractor must produce certificates of currency for all insurances required when requested to do so by AJ Grant Building.
- 8.6. Immediate suspension of the Services will apply if AJ Grant Building has not received current insurance evidence when requested and/or upon yearly renewal.

9. General Obligations

- 9.1. By agreeing to provide the Services, the Contractor agrees that:
 - i. it has read and understood applicable AJ Grant Building's policies including but not limited to AJ Grant Building's privacy policy (**Policies**);
 - ii. where applicable, it is required to comply with by AJ Grant Building's Policies, as amended from time to time; and
 - iii. it satisfies all fees and costs associated with AJ Grant Building contractor compliance and management process.
- 9.2. If during the provision of the Services, the Contractor is requested by a client of AJ Grant Building to provide any other service, do work, or supply goods, outside of what is requested in the written purchase order, the Contractor shall immediately notify AJ Grant Building of such request, and shall not provide any such service or supply any such goods without AJ Grant Building's prior written approval and instead, the Contractor must immediately refer the client to AJ Grant Building and notify AJ Grant Building of the request. Failure to notify AJ Grant Building may result in the removal from AJ Grant Building's contractor panel, will not result in payment for that work and is a breach of this Agreement.
- 9.3. In the provision of any Services, the Contractor shall ensure that any task undertaken is only performed by a person holding current licenses and proper qualifications required for performing such a task and shall provide evidence of such licenses and qualifications to AJ Grant Building on request.
- 9.4. In addition to the other obligations under this Agreement, the Contractor will be solely liable to provide:
 - i. all leave (including annual leave, personal leave and long service leave), workers compensation insurance, superannuation and taxation liabilities payable to, or in relation to, Personnel of the Contractor; and

- ii. all remuneration and entitlements, workers' compensation, group tax, payroll tax, superannuation guarantee charges and other imposts or levies imposed by law and any payment on termination of the Services payable to, or in relation to, employees or Personnel of the Contractor, and AJ Grant Building shall have no responsibility whatsoever.
- 9.5. If AJ Grant Building becomes liable for payment of superannuation, taxes (including payroll tax or fringe benefits tax, but excluding GST), withholding, or any other charge or contribution however imposed in respect of, or calculated by reference to, the Contractor or its Personnel, the Contractor indemnifies AJ Grant Building for such payments.
- 9.6. If applicable and when required by legislation, where the Contractor, its Personnel or their employees are required to perform the Services in an area/facility which will involve contact with children, the Contractor will ensure all such Personnel have a current and successful Working With Children Check ('**WWCC**') (or as described in other State legislation) and are not subject to an interim bar from working with children prior to the commencement of the Services. AJ Grant Building will require, where applicable, proof of the WWCC prior to commencement of the Services.
- 9.7. The Contractor is responsible for providing all tools of trade and must ensure that all equipment required to be used to carry out the Services must be in good working order to enable the Services to be completed safely and efficiently and in accordance with all relevant safe work method statements.
- 9.8. The Contractor must ensure that any materials and goods, used to complete the Services, shall be compliant with any relevant Australian Standard and Building Code, fit in all respects for their intended purpose and consistent with the character of the work in which they are used.
- 9.9. The Contractor must ensure that all materials used in the provision of the Services shall, unless otherwise agreed in writing, be new and undamaged.
- 9.10. Where a material specified or requested, which is necessary to complete the Services or included in a written purchase order, is not reasonably obtainable, the Contractor shall seek written approval for any substitution from AJ Grant Building prior to using any such substitute.
- 9.11. AJ Grant Building makes no representations or warranties in relation to the Site and Building Services Equipment and the Contractor, and its directors, officers, employees, agents, Personnel and any other person engaged by it in the completion of the Services, is deemed to have inspected and conducted its own due diligence in respect of the Site and Building Services Equipment and accepts the condition of the Site and Building Services Equipment.
- 9.12. The Contractor or their representatives must advise AJ Grant Building by the next business day if:
 - i. there appears to be a client satisfaction issue or concern; or
 - ii. the Contractor is aware of something relating to the Contractor's business that may adversely impact on client satisfaction.
- 9.13. The Contractor and its representatives must not do anything that adversely affects the reputation of AJ Grant Building or its clients.

9.14. Force Majeure

- (a) If either party is prevented from or delayed in performing an obligation by Force Majeure, then within 2 days of the occurrence of the Force Majeure, the affected party must notify the other party in writing of:
 - i. the nature of the Force Majeure; and
 - ii. the likely effect on that party's obligations under this Agreement.
- (b) If the Contractor is affected by Force Majeure:
 - i. the Contractor must take all reasonable steps to continue to perform its obligations under this Agreement at no additional cost to AJ Grant Building;
 - ii. if the Contractor is unable to continue to perform its obligations under this Agreement due to Force Majeure, at no additional cost to AJ Grant Building under subclause i, the Contractor must, if requested by AJ Grant Building, discuss with AJ Grant Building alternative ways the Services may continue to be supplied to AJ Grant Building, including any additional costs associated with those alternatives, and if the parties agree in writing to any such alternatives and additional costs associated with those alternatives, the parties agree to continue to perform their obligations under this Agreement, as they may be varied by such agreement by the parties under this subclause;
 - iii. if the Contractor is unable to continue to perform its obligations under this Agreement due to Force Majeure at no additional cost to AJ Grant Building under subclause i and the parties do not reach agreement on any alternatives under subclause ii, the Contractor is not in breach of this Agreement to the extent the Contractor is prevented or delayed in performing its obligations under this Agreement by the Force Majeure.
- (c) Subject to their compliance with subclauses (a) and (b), neither party will be in breach of this Agreement to the extent that party is prevented from or delayed in performing an obligation due to Force Majeure affecting that party.

10. Indemnity

- 10.1. The Contractor, its directors, officers, employees, and agents agree to jointly and severally release, indemnify and hold AJ Grant Building harmless from and against:
 - i. all liabilities, claims, demands, actions, damages, losses, suits, verdicts and judgments which may accrue against or be suffered by AJ Grant Building arising out of or in any way connected with the Services provided by the Contractor and its Personnel.
 - ii. consequential losses arising directly or indirectly out of or in connection with this Agreement; and
 - iii. premiums, costs, penalties, and other charges that may be claimed or demanded from AJ Grant Building by any government authority or regulator with respect to any income tax liabilities, superannuation, , payroll taxes, workers' compensation premiums, costs, payment, and expenses.
- 10.2. The indemnity shall be a continuing indemnity notwithstanding the termination of this Agreement.

11. Service Standards

- 11.1. AJ Grant Building will carry out site and client feedback audits on all jobs. Failure of the Contractor or its Personnel to provide a suitable standard of service and client satisfaction may result in the immediate termination of this Agreement.
- 11.2. The Contractor shall, and shall ensure that its Personnel, provide the Services in a professional, timely and diligent manner and in accordance with the provisions of this Agreement.

12. Compliance with SLRs

- i. The Contractor must achieve the SLRs (Service Level Requirements).
- ii. The Contractor will not be required to achieve an SLR to the extent that the failure to achieve the SLR was caused by AJ Grant Building or a Force Majeure Event (in which case clause 8.13 applies).

13. Compliance with laws and standards

- 13.1. The Contractor shall comply with all applicable laws and standards, Federal, State, and local, including but not limited to all WHS Laws, the National Construction Code, the Australian Standards and The General Insurance Code of Practice pertaining to the Services to be completed. It is the Contractor's responsibility to ensure all directors, officers, Personnel, agents, and their employees or sub-contractors comply with all applicable legislation and standards. Failure to comply with these obligations constitutes a breach of this Agreement.

14. Consultation and Cooperation

- 14.1. The Contractor must cooperate and consult with AJ Grant Building:
 - i. if it is unsure of what is required under this Agreement;
 - ii. on any discrepancies identified on documentation issued to the Contractor;
 - iii. in advance, if it is unable to complete the Services or meet any stipulated deadline in the written purchase order or within a reasonable time if no deadline has been specified.

15. Statements and Representations on Behalf of AJ Grant Building

- 15.1. The Contractor must not make or purport to make any representations or statements on behalf of AJ Grant Building or its clients. The Contractor must not use AJ Grant Building's name in or for the purposes of advertising, promoting or identification with AJ Grant Building, without the prior written consent of AJ Grant Building.

16. Relationship of the parties

- 16.1. The relationship between AJ Grant Building and the Contractor in respect of the provision of Services is that of a principal and contractor.
- 16.2. Nothing in this Agreement shall be construed to entitle or expose AJ Grant Building or the Contractor or the Personnel to any of the rights or any of the liabilities of a partnership, joint venture or the relationship of principal and agent or of employer and employee.

- 16.3. The Contractor acknowledges AJ Grant Building has no obligations to it or any of its Personnel with regards to any expense or obligation arising from any employment law (including the *Fair Work Act 2009* (Cth) or an industrial instrument), including any paid annual leave, long service leave or personal leave.

17. Assistance in Proceedings

- 17.1. If requested by AJ Grant Building, the Contractor must ensure that any of its Personnel are available and will provide evidence about the Services and render all reasonable assistance to AJ Grant Building in any threatened or actual legal or other proceedings in which AJ Grant Building is involved. AJ Grant Building will pay the Contractor's reasonable out-of-pocket expenses in providing such assistance.

18. Warranties

- 18.1. The Contractor warrants to AJ Grant Building, on the date of acceptance of this Agreement and when accepting each written purchase order, that:
- i. the Services will be performed in a proper and professional manner and in accordance with this Agreement and the applicable written purchase order;
 - ii. you agree to the terms and conditions as stipulated in the purchase order at the time of acceptance;
 - iii. all materials supplied will be in good condition and suitable for the purpose for which they are used and that, unless otherwise stated in the written purchase order, will be new;
 - iv. the Services will be done in accordance with, and will comply with, any applicable law;
 - v. prior to the Contractor subcontracting the Services to any Personnel, the Contractor must provide a copy of an acknowledgement executed by the Contractor and the subcontractor or 3rd parties acceptance of the obligations on them;
 - vi. all materials and parts supplied or installed by the Contractor or its Personnel, are supplied or installed on the same terms and conditions as the applicable manufacturer's warranty; and
 - vii. the Services will be done diligently and within the time stipulated in the written purchase order, or if no time is stipulated in the written purchase order, within a reasonable period;

(together, the **Warranty Guarantee**).

18.2. Repair of Breach

- i. If the Contractor breaches the Warranty Guarantee in clause 18, the Contractor will, if required by AJ Grant Building, promptly re-perform the Services in a manner that does not breach the Warranty Guarantee at no additional cost to AJ Grant Building. This remedy is without prejudice to any other rights AJ Grant Building may be entitled to, whether at law, in equity or otherwise.

18.3. Loss that flows from a breach by the Contractor

- i. In addition to any other rights that AJ Grant Building may have, the Contractor acknowledges and agrees that a breach of this Agreement may cause serious damage to AJ Grant Building's reputation and may affect the procurement of future earnings. The Contractor agrees that AJ Grant Building is justified in seeking restitution for damage to reputation and loss of business resulting from a breach of this Agreement by the Contractor.

19. Defective Workmanship and/or Materials

19.1. If any Services performed by the Contractor, or parts or materials used by the Contractor or its Personnel are defective or do not comply with the Warranty Guarantee or relevant legislative requirements and standards, or other provisions of this Agreement, subject to the client's preference, AJ Grant Building will provide the Contractor the first option to fix the defect, provided:

- i. it is practicable to do so; and
- ii. AJ Grant Building believes the Contractor can safely and properly do so within a reasonable time.

19.2. If the Contractor is provided with first option to rectify the defect, the Contractor must rectify the defect:

- i. at its own expense and pay AJ Grant Building reasonable costs;
- ii. using a repair or replacement method agreed with AJ Grant Building; and
- iii. with minimum inconvenience to the client.

19.3. If:

- i. AJ Grant Building has not given the Contractor the first option to rectify the defect; or
- ii. the Contractor does not agree to rectify the defect; or
- iii. AJ Grant Building permits the Contractor to rectify the defect but subsequently believes the Contractor cannot safely and properly do so or do so within a reasonable time,

then AJ Grant Building may arrange for an alternate contractor to rectify the defect at the Contractor's expense, and the Contractor must pay AJ Grant Building reasonable costs (if any) on AJ Grant Building's request.

19.4. Upon receipt of a notice outlining defective works, the Contractor will contact the client as per the time prescribed for 'emergency works' to arrange an inspection and consult with AJ Grant Building to arrange correction of the defective works.

19.5. If the rectification of the defective works is not affected within the stipulated timeframe prescribed for 'emergency works', AJ Grant Building may, after providing seven (7) days' notice to the Contractor, have the defective works repaired by another person at the Contractor's expense.

19.6. The contractor must pay AJ Grant Building for any internal costs that have incurred due to defective workmanship.

20. Power of Delegation and Use of Personnel

20.1. The Contractor is authorised to engage Personnel and/or sub-contract the Services subject to the following:

- i. the Contractor has obtained the prior written consent from AJ Grant Building;
- ii. the Personnel, their directors, officers, employees, agents and representatives are qualified and compliant with or have viewed, agreed and comply with:
 - i. AJ Grant Building's work, health and safety requirements;
 - ii. the Contractor Management System;
 - iii. any AJ Grant Building or client-specific on-boarding, induction, training and certification programs; and
 - iv. where applicable, AJ Grant Building's Policies;
- iii. the Personnel, their directors, officers, employees, agents and representatives have not been found guilty of any criminal offence which, in the reasonable opinion of AJ Grant Building, brings disrepute to its name and business and has completed AJ Grant Building's Criminal Declaration; and
- iv. prior to one of the Personnel performing Services on behalf of the Contractor, the Contractor must provide a copy of an acknowledgement executed by the Contractor and the Nominated Person confirming the Personnel's acceptance of the obligations on them.

20.2. Any deviation from these requirements could immediately result in the Contractor's or its Personnel's removal from AJ Grant Building's contractor panel, immediate termination of this Agreement and may lead to legal action to recover any loss suffered by AJ Grant Building.

20.3. Liability with respect to Personnel

The Contractor is responsible and liable for:

- i. its Personnel's acts and omissions as if they were the acts and omissions of the Contractor; and
- ii. any penalties or fines incurred by its Personnel; and
- iii. any and all arrangements between the Contractor and any of its Personnel or any subcontractor employees of the Personnel, including the payment of any amounts due to the Personnel or any such employees, any payroll tax, superannuation or other taxation payments, workers' compensation insurance premiums, or any other employment benefits such as but not limited to minimum wages, penalties, allowances and leave in respect of any such employees and any fines and penalties which may be payable in connection with the non-payment of such amounts.

20.4. The Contractor, its directors, officers, employees, servants and agents will jointly and severally indemnify AJ Grant Building in respect of any liability that may arise out of the conduct of the Personnel and any of their directors, officers, employees, servants, agents and sub-contractors engaged by the Contractor.

20.5. Obligation to maintain insurance

The Contractor must at all times ensure that any Personnel they engage are covered by their insurance policies or itself holds insurance policies with at least the amount of cover described below:

- i. public liability insurance for an amount of not less than \$10 million per event;
- ii. workers' compensation insurance as required by law for its employees engaged in the provision of the Services; and;
- iii. any other insurance required by the laws of, or recommended by the relevant industry association, in the State or Territory where the Services are provided.

20.6. The Contractor will provide all relevant certificates of insurance obtained by any Personnel engaged to provide the Services on request in writing from AJ Grant Building.

20.7. Discretion of AJ Grant Building

AJ Grant Building may at any time and at its absolute and sole discretion request that the Contractor ceases using any of its Personnel to provide the Services and the Contractor must immediately comply with such request.

21. Conflict of Interest

21.1. The Contractor may seek additional work from the public and enter into any contract with any other person or persons, company or firm to perform work similar to the Services.

21.2. Any such contract must not prejudice or in any way limit the Contractor's ability to fulfil its obligations to AJ Grant Building under this Agreement and must not be in direct competition with AJ Grant Building.

21.3. The Contractor must:

- (i) make immediate, full and frank disclosure to AJ Grant Building upon becoming aware of the existence or possibility of a Conflict of Interest arising;
- (ii) provide AJ Grant Building with all written and other information lawfully and reasonably requested by AJ Grant Building relating to any Conflict of Interest;
- (iii) comply with all reasonable directions given by AJ Grant Building in relation to managing any Conflict of Interest; and
- (iv) if AJ Grant Building considers it appropriate, refrain from engaging in the relevant activity that constitutes or may constitute a Conflict of Interest.

The issue of whether or not there has been or will be a Conflict of Interest will be conclusively determined by AJ Grant Building.

22. No obligation to engage the Contractor

22.1. The Contractor hereby acknowledges that AJ Grant Building is under no obligation to issue any written purchase order for Services, and that any written purchase order issued by AJ Grant Building shall be at its sole discretion.

23. Confidentiality, Privacy and Intellectual Property

- 23.1. The Contractor recognises that in the course of providing and performing the Services, the Contractor and its Personnel will have access to Confidential Information.
- 23.2. The Contractor acknowledges that all Confidential Information that may come into its or its Personnel's possession during the currency of this Agreement is and remains the property of AJ Grant Building.
- 23.3. The Contractor agrees to keep Confidential Information secure and concealed except to the extent that it is required by law to disclose it.
- 23.4. The Contractor agrees to take all responsibility and necessary precautions to prevent disclosure of that Confidential Information.
- 23.5. The Contractor agrees not to use, copy or record the Confidential Information except as is strictly necessary in the ordinary and proper course of its business.
- 23.6. The Contractor agrees not to disclose the Confidential Information to any third party, including but not limited to clients or their insurers, without first obtaining the written consent of AJ Grant Building and having ensured that the third party agrees to keep the information confidential.
- 23.7. The Contractor will ensure that its directors, officers, agents and any Personnel comply with all laws relating to the privacy of information, particularly information relating to clients.
- 23.8. All Intellectual Property protected by law that the Contractor creates, develops or helps develop during the provision of the Services will belong to AJ Grant Building.
- 23.9. The Contractor shall, if and whenever required to do so by AJ Grant Building at its expense, assist AJ Grant Building in applying for patent and other equivalent protection for such discovery, invention, processor improvement referred to above and execute all such instruments and do all things necessary for vesting in AJ Grant Building as sole beneficial owner (or to such other person as AJ Grant Building may specify) of all Intellectual Property rights as referred to above.
- 23.10. To the full extent permitted pursuant to the *Copyright Act 1968* (Cth), the Contractor:
 - i. voluntarily and unconditionally consents to all or any acts or omissions by AJ Grant Building, or persons authorised by AJ Grant Building, concerning any and all Works (as defined by the *Copyright Act 1968* (Cth)) made or to be made by the Contractor (whether before or after this consent is given) in connection with this Agreement which would otherwise infringe the Contractor's Moral Rights (as defined by the *Copyright Act 1968* (Cth));
 - ii. acknowledges that this consent has been given voluntarily and without reliance on any statement or representation made by AJ Grant Building or anyone acting on its behalf.
- 23.11. Prior to the Contractor delegating the Services under this Agreement to any Personnel, the Contractor agrees that it will obtain the Personnel's written agreement to the obligations in this clause (including the consent in clause 22.10) and provide it to AJ Grant Building in writing.
- 23.12. The duties of the Contractor and any of its Personnel pursuant to this clause continue following the termination of this Agreement.

24. Termination

24.1. This Agreement continues to apply until terminated in accordance with the provisions of this Agreement. For the avoidance of doubt, this Agreement will operate for each written purchase order.

24.2. This Agreement can be terminated on the following basis:

- i. by either party on the provision of four (4) weeks' notice in writing. AJ Grant Building may not require the Contractor to carry out the Services during this notice period;
- ii. by AJ Grant Building without notice:
 - i. if at any time the Contractor or any of its directors, officers, employees or agents, or Personnel:
 - commits a breach of this Agreement or AJ Grant Building's Policies;
 - is unable to perform the Services;
 - acts dishonestly in relation to any matters in this Agreement or relating to any Services provided;
 - is declared bankrupt, enters into a scheme of arrangements with its creditors or is charged with a criminal offence;
 - are found to have consistent performance issues;
 - is in breach of AJ Grant Building's Code of Conduct; and
 - infringes any of AJ Grant Building's Intellectual Property rights.

24.3. Actions on Termination

- i. If this Agreement is terminated, then the Contractor must do the following:
 - i. advise AJ Grant Building in writing of the current status of all Services being provided;
 - ii. advise AJ Grant Building in writing what further Services must be provided to comply with the written purchase order and to complete the provision of the Services; and
 - iii. render all reasonable assistance to AJ Grant Building to complete the written purchase order.

24.4. On the termination of this Agreement, AJ Grant Building is entitled to deduct from any monies outstanding to the Contractor all reasonable costs of another entity to complete the written purchase order and the Services.

25. Modern Slavery

25.1. The Contractor agrees:

- i. To use its best endeavours to:
 - (a) avoid the use in its business of any form of human trafficking, slavery, servitude or forced labour, to exploit children or any other person in Australia or elsewhere - including without limitation anything that would if done be a modern slavery offence under the *Modern Slavery Act 2018 (Cth)* ('**Modern Slavery Act**') or such legislation that may be proclaimed by individual States or Territories of Australia;
 - (b) identify the parts of its business and supply chains and those of its Personnel where there is a risk of modern slavery taking place and duly manage that risk.
- ii. comply with any reasonable policy or direction notified by AJ Grant Building from time to time in relation to the avoidance of modern slavery in the Contractor's business and supply chains and those of its Personnel.
- iii. promptly comply with all reasonable requests from AJ Grant Building for information in relation to the Contractor's compliance with this clause or to assist AJ Grant Building to comply with their respective obligations under the Act.

25.2. The Contractor warrants that:

- i. it has operated and will continue to operate in compliance with the Modern Slavery Act; and
- ii. neither it nor (to the best of the Contractors actual knowledge) any of its Personnel has anywhere in the world been charged with any offence relating to modern slavery.

26. Sustainability

26.1. AJ Grant Building foster sustainability practices across our workplace and actively collaborates with suppliers and partners who share their commitment to sustainability. As we work towards a sustainable future, we expect our supply chain to support and demonstrate practice to sustainable materials and construction practices, carbon footprint reduction, waste management and recycling.

27. Return of Property

27.1. The Contractor must deliver up to AJ Grant Building (or require its Personnel to deliver up to AJ Grant Building) upon request by AJ Grant Building and on termination of this Agreement, all facilities, equipment, notes, Confidential Information and other records relating to AJ Grant Building or the affairs of AJ Grant Building, which AJ Grant Building may provide to the Contractor (including any of its Personnel) for the purposes of this Agreement, or which the Contractor (including any of its Personnel) may acquire during the course of this Agreement.

28. Legal Advice

28.1. Each party has had the opportunity to obtain independent legal advice regarding the provision of the Services under this Agreement.

29. Execution

- 29.1. This Agreement may be executed in any number of counterparts. All counterparts, taken together, constitute one agreement. A party may execute this Agreement by signing any counterpart.
- 29.2. The parties:
- i. consent to the use of electronic signature and receiving this Agreement in electronic or digital form;
 - ii. acknowledge that this is an appropriately reliable method to identify each signatory;
 - iii. warrant that, if this Agreement has been executed using an electronic signature, they have applied (or their duly authorised signatories have applied) the electronic signature to this Agreement or approved the application of the electronic signature to this agreement on their behalf; and
 - iv. consent and agree that the electronic signature is legally effective execution and conclusive as to their intention to be bound by this Agreement as if signed by that party's manuscript signature.

30. Miscellaneous Provisions

- 30.1. The Contractor and any of its directors, officers, employees, and any Personnel may be subject to surveillance, on an intermittent and ongoing basis, including tracking surveillance by way of GPS through the work health and safety application in the performance of the Services. The Contractor understands and agrees to that surveillance being conducted by AJ Grant Building and will ensure that its Personnel understand and agree to such surveillance.
- 30.2. This Agreement is governed by the laws of the New South Wales and the courts of New South Wales will have exclusive jurisdiction to adjudicate any disputes.
- 30.3. This Agreement replaces any previous agreements governing the relationship between the Contractor and AJ Grant Building as to the subject matter of this Agreement.
- 30.4. In the event that any provision of this Agreement is invalid, illegal or unenforceable in any respect then the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired.
- 30.5. This Agreement may only be varied by written agreement between the parties.