

# WORKS ORDER

## W: «SL»



Project: «ProjectDescription»

Work Package: «SLDescription»

Project No: «Project»

The above reference(s) must be quoted in all correspondence, payment claims and invoices.

### Parties:

|                        |                             |                      |                                |
|------------------------|-----------------------------|----------------------|--------------------------------|
| <b>Main Contractor</b> | <b>Perkins (WA) Pty Ltd</b> | <b>Subcontractor</b> | <b>«FirmName»</b>              |
|                        | ABN 600 0884 4862           |                      | ABN «AusBusNbr»                |
|                        | 1 Hales Street              |                      | «FirmAddress»                  |
|                        | Bunbury WA 6230             |                      | «FirmCity»«FirmState»«FirmZip» |
|                        | (‘Perkins’)                 |                      | [insert Contact Name]          |
|                        |                             |                      | [insert mobile number]         |
|                        |                             |                      | [insert email address]         |

### Project Address:

«JobShipAddress»  
«JobShipCity» «JobShipState» «JobShipZip»

### Payment Claims and invoices are to be sent to:

[accounts@perkinsbuilders.com.au](mailto:accounts@perkinsbuilders.com.au)

### Project Contact Details:

Project Manager - [insert name] Tel: [mobile number]  
Site Manager - [insert name] Tel: [mobile number]  
Contract Administrator - [insert name] Tel: [mobile number]

### Sub Contactor Details:

Contact - [insert name]  
Tel: [mobile number]

THIS WORKS ORDER IS SUBJECT TO PERKINS GENERAL CONDITIONS.

### SCOPE OF WORK AND/OR SERVICES:

«SLNotes»

Fixed Price Sum exclusive of GST **TOTAL: \$ «TotalSubcontract»**

Documents forming this Works and/or Services Order (‘Contract Documents’)

Schedule 1. The General Conditions  
Schedule 2. Special Conditions  
Schedule 3. Health, Safety and Environmental Compliance  
Schedule 4. Services and Facilities  
Schedule 5. Document Transmittal  
Schedule 6. Statutory Declaration

Commencement Date:

Defects Liability Period:

Completion Date:

Retention:

Uncontrolled when printed

ID: Form 302

Version: 1.3

Last Review date: 19/06/2026

Owner: Finance

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**EXECUTION:**

**SIGNED** by the Subcontractor:

**SIGNED** by Perkins:

.....  
*Authorised Signatory*

.....  
*Authorised Signatory*

.....  
*Name of Authorised Signatory*

.....  
*Name of Authorised Signatory*  
*(Block letters)*

**Execution Date**.....

## SCHEDULE 1 – GENERAL CONDITIONS

The execution of this Works Order or Commencement of the Works and/or Services will constitute acceptance by the Subcontractor of all of the terms and conditions of this Works Order (whichever is earlier).

1. **ENTIRE AGREEMENT:** To the extent permitted by law, the Contract Documents comprising this Works Order contain the entire agreement between the parties and are the only terms which shall apply to the Works and/or Services. Any terms that may have been attached in the Subcontractor's tender or offer or other correspondence are withdrawn in favour of the terms stated in this Works Order.

2. **GOVERNING LAW:** This Works Order is governed by the laws of jurisdiction of Western Australia and the parties submit to the non-exclusive jurisdiction of the courts exercising jurisdiction there.

3. **OPPORTUNITY TO NEGOTIATE:** The Subcontractor acknowledges that it was given an opportunity to review, take advice about and negotiate the Works Orders with Perkins prior to execution.

### 4. **WORKS AND/OR SERVICES:**

The Subcontractor shall perform the Works and/or Services in an effective, efficient, careful, skilful and safe manner with the materials and workmanship described in this Works Order and in accordance with the Main Contract, the Contract Documents and the instructions of Perkins and to the satisfaction of Perkins (acting reasonably).

The Subcontractor must ensure that the Works and/or Services complies with the requirements of all technical standards and codes (including Australian Standards, other standards identified in the Works Order and the Building Code of Australia). The Subcontractor will:

- 4.1. provide everything necessary (supervision, plant, tools, materials, power and fuel, PPE, access equipment, labour and other items) to perform the Works and/or Services in a proper and tradesman like manner using due care and diligence expected of a reasonably competent person in a relevant field of expertise and in full compliance with Perkins' HSE requirements, all laws, regulations and statutory requirements;
- 4.2. use the materials and standards of workmanship required by the Works Order. Unless stated otherwise, the Subcontractor must use suitable new materials which conform to the relevant Australian Standards;
- 4.3. fully cooperate with and coordinate its Works and/or Services with other subcontractors, contractors and Perkins;
- 4.4. be responsible for unloading, hoisting, stacking and protecting materials and handling and moving materials to the final place of fixing;
- 4.5. clean away all debris and rubbish as it arises to a bin or bins or place or places designated by Perkins;
- 4.6. be responsible for loss of or damage to materials or goods properly on site for incorporation into the Works until completion of his Works and/or Services and acceptance of the Works and/or Services by Perkins;
- 4.7. ensure that all of the Works and/or Services are adequately protected until Practical Completion under this Works Order;
- 4.8. rectify all defects in the Works and/or Services up until the end of the Defects Liability Period within the time specified by Perkins (which shall be not less than 7 days);
- 4.9. if this Works Order relates to the provision of professional services:
  - a. the Subcontractor warrants that it will not infringe any third party's intellectual property rights in providing those services;
  - b. if Perkins is required to pass ownership of the copyright in those services to the Principal then the parties agree that, as between Perkins and the Subcontractor, the copyright in the services shall be the property of Perkins;
  - c. if subclause 4.9.b does not apply, the Subcontractor hereby grants Perkins and the Principal an irrevocable non-exclusive royalty free licence to use those services for any purpose related to the performance of the Works and/or Services or the Project; and
  - d. the Subcontractor grants and must also obtain, from each individual person who designs any part of the work or services forming part of the Work and/or Services, an unconditional and irrevocable waiver from that person that he or she will not enforce his or her Moral Rights.

5. **MAIN CONTRACT:** The Subcontractor acknowledges that Perkins is engaged under a Main Contract that includes for these Works and/or Services. The Subcontractor acknowledges and agrees that insofar as they may be applicable to the Works and/or Services the Main Contract or extract(s) from

the Main Contract relating to the Works and/or Services have been made available to the Subcontractor for review at Perkins office prior to the commencement of this Works Order. The Subcontractor agrees that it has made all necessary allowances for complying with the requirements of the Main Contract insofar as they are applicable to the Works and/or Services.

6. **DOCUMENTATION:** The Subcontractor must familiarise itself with the latest revisions of all Contract Documents.

### 7. **DIRECTIONS AND VARIATIONS:**

- 7.1. The Subcontractor must:
  - a. perform any variation to the Works and/or Services when and as directed by Perkins in writing; and
  - b. not take direction or instruction from any person other than Perkins personnel.
- 7.2. Perkins may at any time direct the Subcontractor regarding any aspect of the Works and/or Services and the Subcontractor must comply with all such directions. Such direction may detail a time frame for compliance with the direction which must be reasonable. The Subcontractor must comply with the direction within that time frame, and if no time frame is specified, then the Subcontractor must comply with the direction promptly.
- 7.3. Perkins may issue directions orally or in writing but only a written direction can vary the Works and/or Services.
- 7.4. If the Subcontractor considers that any direction given by Perkins constitutes a variation to the Works and/or Services even though not identified as a variation order, the Subcontractor must notify Perkins in writing within 5 business days after receiving the direction and before executing the Works and/or Services the subject matter of the direction. If the Subcontractor fails to give the notice as required under this clause 7.4, it will not be entitled to make any claim against Perkins in respect of that direction.
- 7.5. The amount payable for any variation will, be determined applying the following order of precedence:
  - a. agreement between the parties;
  - b. rates or prices described in this Works Order; or
  - c. reasonable rates or prices determined by Perkins (acting reasonably) having regard to the nature and scope of the variation and which will include a reasonable amount for overheads and profit.

### 8. **TIME, DURATION AND DELAY:**

- 8.1. The Subcontractor shall commence the Works and/or Services on the Commencement Date and ensure that the Works and/or Services achieve Practical Completion by the Completion Date. In this Works Order the term 'Practical Completion' means:
  - a. the Works and/or Services are completed except for minor defects:
    1. which do not prevent the Works and/or Services or the Main Contract Works from being reasonably capable of being used for their purpose;
    2. which Perkins determines that the Subcontractor has reasonable grounds for not promptly rectifying; and
    3. rectification would not prejudice the convenient use of the Works and/or Services or the convenient use of the Main Contract Works; and
  - b. the Subcontractor has done everything which the Subcontract requires it do to as a condition precedent to or prior to practical completion (including any testing or warranty requirements).
- 8.2. The Subcontractor must perform the Works and/or Services in accordance with Perkins program or revisions thereto and complete the Works and/or Services by the Completion Date.
- 8.3. As soon as possible after entering into this Works Order the Subcontractor must place orders for and take all measures necessary to ensure the supply of all materials and goods necessary to carry out and complete the Works and/or Services by the Completion Date and in accordance with the Perkins program and revisions thereto.
- 8.4. If the Subcontractor considers that the Works and/or Services are delayed or likely to be delayed, it must give a written claim to Perkins setting out a description of the event, date of commencement of the event, and the nature, cause and likely extent of the delay.
- 8.5. A claim under clause 8.4 must be given within 10 Business Days of the earlier of the occurrence of the event which may give or has given rise to the delay and the date that the Subcontractor should reasonably have been aware that the Subcontractor is or will be delayed. If the event which has given rise to the delay is continuing, the Subcontractor must provide a final claim containing the

information required in clause 8.4 and the actual extent of the delay within 10 Business Days of the delay ceasing.

- 8.6. If progress of the Works and/or Services is delayed such that the Works and/or Services will not achieve Practical Completion by the Completion Date, the delay is caused by an event beyond the Subcontractor's reasonable control and the Subcontractor has otherwise strictly complied with this clause, Perkins will grant a reasonable extension of time to the Completion Date provided that where more than one event causes concurrent delays and at least one of those events, but not all of them, is not an event beyond the Subcontractor's reasonable control then, to the extent that the delays are concurrent, the Subcontractor shall not be entitled to an extension of time.
- 8.7. If the Subcontractor has been granted an extension of time in respect of any act, omission or breach of the Works Order by Perkins, except to the extent it is permitted under the Works Order or arises out of or as a consequence of a breach of the Works Order by the Subcontractor, and the Subcontractor has necessarily and reasonably incurred extra cost as a direct consequence of the delay, the Subcontractor must give to Perkins notice of its claim for delay costs (limited to actual direct costs necessarily incurred) at the same time as the notice referred to in 8.4.
- 8.8. It is a condition precedent to the Subcontractor's entitlement to recover any amount representing extra costs necessarily incurred under clause 8.7 that the Subcontractor provides notice in accordance with clause 8.7. The sums payable under this clause 8 represent the Subcontractor's sole entitlement to compensation for delay or disruption.
- 8.9. If the Works and/or Services fail to achieve Practical Completion by the Completion Date, Perkins shall be entitled to claim general law damages.

#### 9. **RATES AND PRICE:**

- 9.1. The rates and/or prices stated in the Works Order:
  - a. shall not be adjusted for rise and fall in cost for any cause whatsoever;
  - b. compensate the Subcontractor for everything necessary to perform the Works and/or Services and otherwise to fulfil all of its obligations under this Works Order;
  - c. include for supplying or performing incidental items or works not expressly mentioned in the Works Order but which are necessary for the satisfactory performance, completion, testing or commissioning of the Works and/or Services and which would have been allowed for by a reasonable Subcontractor doing work similar to the Works and/or Services; and
  - d. exclude Goods and Services Tax.

#### 10. **PAYMENT:**

- 10.1. Payment claims shall be submitted to Perkins on the 25<sup>th</sup> day of each month.
- 10.2. Payment claims must be submitted in writing to the address given in the Works Order.
- 10.3. The payment claim must include:
  - a. a detailed breakdown of the Works and/or Services completed and the amount claimed with sufficient detail and evidence to enable Perkins to verify the amount claims;
  - b. details of the value of any variations completed;
  - c. such other details and supporting documentation as reasonably required by Perkins; and
  - d. the total amount previously certified for payment to the Subcontractor.
- 10.4. Perkins shall, within 15 business days after receiving a payment claim under clause 10.1, issue to the Subcontractor a written payment schedule stating:
  - a. the payment claim to which it relates;
  - b. the amounts previously certified or paid to the Subcontractor under this Works Order;
  - c. any amounts which Perkins is entitled to retain, deduct, withhold or set off against monies otherwise due to the Subcontractor;
  - d. the amount (if any) that Perkins proposes to pay in respect of the payment claim to which it relates or the amount Perkins considers the Subcontractor owes to Perkins ("**Scheduled Amount**"); and
  - e. if the Scheduled Amount is less than the amount claimed in the payment claim, state the reasons for the difference and if it is

because Perkins is withholding payment for any reason, Perkins reasons for withholding payment.

- 10.5. If the Subcontractor does not submit a payment claim in accordance with clause 10.1, Perkins may nevertheless issue a payment schedule.
- 10.6. Failure by Perkins to set out in a payment schedule an amount which Perkins is entitled to retain, deduct, withhold or set off from the amount which would otherwise be payable to the Subcontractor will not prejudice Perkins right to subsequently exercise its right to retain, deduct withhold or set off any amount under the Works Order.
- 10.7. If requested by Perkins, the Subcontractor must provide Perkins, with each payment claim, a statutory declaration, in the form given in Schedule 6 made by a person in a position to know the relevant facts, that all the Subcontractor's liabilities in relation to the Works and/or Services that are due and payable have been paid.
- 10.8. Payment to the Subcontractor does not constitute acceptance or approval of any of the Work and/or Services and will be a payment on account only.
- 10.9. Perkins is entitled to withhold payment of any money payable in connection with this Works Order until the following conditions have been met:
  - a. where requested the Subcontractor has provided the statutory declaration required by clause 10.7; and
  - b. the Subcontractor has complied with clause 21.4.
- 10.10. If Perkins determines that an amount is payable to the Subcontractor then Perkins must pay the Scheduled Amount within 25 business days of submission of the payment claim under clause 10.1.
- 10.11. Payment shall be made by electronic funds transfer.
- 10.12. Where the Works and/or Services involves the fabrication of plant and/or materials off-site:
  - a. the Subcontractor will store such plant and/or materials off-site at the Subcontractors risk and cost until required by Perkins, unless otherwise directed by Perkins; and
  - b. Perkins shall not be obliged to pay for any item of off-site and/or unfixed plant and materials.

#### 11. **GST:**

- 11.1. All payments to be made by one party (Recipient) to another party (Supplier) under this Works Order have been calculated without regard to GST. If the whole or any part if any such payment is the consideration for a taxable supply for GST purposes then, when the Recipient makes the payment:
  - a. it must pay to the Supplier an additional amount equal to that payment (or part) multiplied by the appropriate rate of GST; and
  - b. the Supplier will promptly provide to the Recipient a tax invoice complying with the relevant GST legislation.
- 11.2. Unless the Subcontractor confirms in writing to Perkins that it does not want Perkins to create an RCTI, Perkins will upon any payment under clause 10.10 create an RCTI for each taxable supply in respect of this Works Order in which case the Subcontractor must not issue any tax invoice in respect of the supply.
- 11.3. The Subcontractor warrants that it is registered for GST purposes. If the Subcontractor stops being registered, the Subcontractor must immediately notify Perkins.

#### 12. **RETENTION:**

- 12.1. Where retention is applicable to this Works Order, Perkins may deduct retention moneys to the value of 10% of any progress claim but limited in the aggregate to a maximum of 5% of the value of the Works and/or Services.
- 12.2. If the Works Order Fixed Price Sum exceeds the prescribed money threshold in the Building and Construction Industry (Security of Payment) Act 2021 (WA) and the subordinate legislation issued pursuant to that Act, including the Building and Construction Industry (Security of Payment) Regulations 2022 (WA) (together "**Security of Payment Law**") the cash retention must be held on trust for the Subcontractor until Perkins or the Subcontractor is entitled to receive it.
- 12.3. Interest earned on any money held in the trust account under clause 12.2 is payable to Perkins unless it relates to any period after the money is required to be released to the Subcontractor.
- 12.4. Otherwise, the Subcontractor acknowledges that cash retention need not be held in any particular definable account and is not held in trust.
- 12.5. Within 30 days of Practical Completion of the Works and/or Services Perkins will release half of the retention moneys. At the later of completion of the Defects Liability Period or the Subcontractor having

fulfilled all of its obligations under the Works Order, including the rectification of defects, Perkins will, within 30 days and subject to any deductions that have or may be made by Perkins, release all remaining retention moneys.

12.6. Perkins may at any time, by providing 5 business days' written notice to the Subcontractor, have recourse to the retention monies:

- a. to make payment of any costs, expenses or damages which Perkins has incurred, or reasonably expects to incur in the future, as a consequence of any act of omission of the Subcontractor, which Perkins asserts constitutes a breach of the Works Order by the Subcontractor; or
- b. to satisfy any amount which Perkins asserts is payable to it pursuant to this Works Order.

12.7. Perkins' written notice in subclause 12.3 must identify the provision of the Works Order that Perkins relies on to have recourse to the retention moneys and the circumstances that entitle it to have recourse to the retention moneys.

#### 13. **FINAL PAYMENT CLAIM AND RELEASE BY SUBCONTRACTOR**

13.1. Within 20 business days after the last to occur of expiry of the last Defects Liability Period and the rectification by the Subcontractor of all defects notified by Perkins in accordance with the Works Order, the Subcontractor must submit a final payment claim (**Final Payment Claim**) which meets the requirements for a payment claim set out in clause 10.3. Perkins shall, within 10 business days after receiving a Final Payment Claim issue to the Subcontractor on behalf of Perkins a document titled "final certificate" (**Final Certificate**).

13.2. If moneys are certified in the Final Certificate as due and payable by the Subcontractor or Perkins, those moneys shall be paid within 20 business days after receiving the Final Certificate.

13.3. The Subcontractor is not entitled to bring any claims, demands, proceedings or causes of action whether by way of indemnity, under contract, in equity, under statute, in tort or otherwise (**Claim**) (and releases Perkins from any Claim) against Perkins in respect of the subject matter of the Works Order if such Claim is not identified in the Final Payment Claim or if the Subcontractor does not submit a Final Payment Claim within the time specified in clause 13.1 (or at all).

#### 14. **TERMINATION**

14.1. Without prejudice to any rights of Perkins and subject to any ipso facto stay, if:

- a. actions are instituted by or against the Subcontractor which may result in bankruptcy, insolvency, receivership, administration or winding up of the Subcontractor;
- b. the Subcontractor's staff who have been nominated by the Subcontractor to perform the Works and/or Services are not available for the performance of the whole or part of the Works Order, and the proposed substitute staff are not acceptable to Perkins (acting reasonably); or
- c. the Subcontractor is in substantial breach of any of its obligations under the Works Order and has failed to rectify the breach to Perkins' reasonable satisfaction within 15 business days of a written notice from Perkins to the Subcontractor to do so,

Perkins may in its absolute discretion by giving a notice under this clause 14.1:

- d. take out of the Subcontractor's hands the whole or any part or parts of the Works and/or Services remaining to be completed; or
- e. terminate the engagement of the Subcontractor under this Works Order.

14.2. Upon termination under clause 14.1:

- a. Perkins will only be liable for those amounts which would have been payable if this Works Order had not been terminated as at the date of termination;
- b. any cost, loss and/or damage that Perkins incurs as a result of the Subcontractor's default will be valued by Perkins and the amount will become a debt due from the Subcontractor to Perkins; and
- c. the Subcontractor must deliver to Perkins all documents relating to the Works Order regardless of their stage of completion.

14.3. Without prejudice to any rights of the Subcontractor and subject to any ipso facto stay, if:

- a. actions are instituted by or against Perkins which may result in bankruptcy, insolvency, receivership, administration or winding up of Perkins; or
- b. Perkins fails to pay the Subcontractor in accordance with the Works Order and has failed to rectify the breach within 15 business days of a written notice from the Subcontractor to Perkins to do so, the Subcontractor may in its absolute discretion by giving a notice under this clause 14.3 terminate the engagement this Works Order.

#### 15. **TERMINATION OF MAIN CONTRACT**

15.1. If the Main Contract is terminated for any reason, Perkins may, by written notice to the Subcontractor terminate the Works Order, in which case:

- a. Perkins will only be liable for those amounts which would have been payable if this Works Order had not been terminated as at the date of termination; and
- b. the Subcontractor may not make any claim (including any claim for loss of profit or other damages) in relation to such termination other than for the amount payable under clause 15.1.a.

#### 16. **REPRESENTATIVES:**

16.1. The Subcontractor shall appoint a competent representative acceptable to Perkins authorised to receive directions and notices from Perkins and otherwise perform all of the obligations of the Subcontractor under this Works Order.

16.2. The Subcontractor's representative shall be in attendance on site at all times during the performance of the Works and/ or Services at the site.

16.3. Matters within the knowledge of the Subcontractor's representative are deemed to be within the knowledge of the Subcontractor.

16.4. The Subcontractor's representative must be fluent in written and spoken English.

#### 17. **SUBCONTRACTORS EMPLOYEES:**

17.1. The Subcontractor shall ensure, to the satisfaction of Perkins that each person required to perform the Works and/or Services:

- a. is legally allowed to work in Australia;
- b. is experienced, competent and fit to perform the work and/or service he/she is required to undertake;
- c. has sufficient command of the English language and of Australian building, construction and technical terminology, to be able to read, converse, and receive instructions in English;
- d. holds appropriate licences and certificates;
- e. complies with legislative and Perkins site specific safety and environmental requirements; and
- f. must undergo all induction training required for the site in accordance with the requirements of Perkins, or of the Principal or of other authorised bodies, before they are given access to the site;
- g. complies with legislative industrial relations requirements;
- h. complies with relevant Australian Standards; and
- i. is paid in accordance with relevant payment conditions and otherwise receives all relevant employee entitlements.

18. **PRIOR WORK:** The Subcontractor must satisfy itself before commencement of the Works and/or Services that the surfaces to which his work and/or services is applied were in a satisfactory condition to receive its work. Should the Subcontractor consider any surface unsatisfactory, it shall notify Perkins accordingly in writing before work to such surfaces is commenced. In the absence of such prior notification, the Subcontractor shall be responsible for the rectification of any defects in its works and/or services.

19. **THE SITE:** The Subcontractor represents that it has carefully examined all of the drawings, specifications, statutory and licence requirements, the site, its surroundings and the local conditions and has a full understanding of the hazards and difficulties which may be encountered when performing the Works and/or Services.

20. **SETTING OUT:** Unless stated otherwise in the Works Order, Perkins must supply to the Subcontractor the information and survey marks necessary to enable the Subcontractor to set out the Works and/or Services. It is the Subcontractor's responsibility to accurately set out the Works and/or Services from the survey marks and information, after verifying their correctness.

#### 21. **INSURANCE:**

##### 21.1. **Public Liability Insurance**

The Subcontractor shall effect a public liability policy of insurance to cover its liability and its sub-subcontractors liability to third parties for loss of or damage to property (including loss of use thereof) and the death or injury to any person. The insurance shall:

- a. be for an amount not less than \$20,000,000 AUD or such other amount as may be stipulated by Perkins;
- b. be maintained through any period that the Subcontractor may incur a liability under the Works Order; and
- c. include the interests of Perkins and the Principal in respect of matters that may arise in the performance of the Works and/or Services.

## 21.2. Professional Indemnity Insurance

If this Works Order relates to the provision of professional services, the Subcontractor shall effect and maintain a professional liability and indemnity policy of insurance. The insurance shall:

- a. have an indemnity limit not less than \$5,000,000 AUD or such other amount as may be stipulated by Perkins; and
- b. be maintained to provide continuity of cover for the Subcontractor's potential liability at law for a period of 7 years after completion of the works and/or services under this Works Order.

## 21.3. Workers Compensation

The Subcontractor shall insure against liability for death of, or injury to, persons employed by the Subcontractor, including liability by statute and at common law. The insurance shall be maintained for the duration of the Works and/or Services.

The Subcontractor shall ensure that each of its sub-subcontractors is similarly insured.

If the Subcontractor is a sole trader then:

- a. the preceding provisions of this clause 21.3 shall not apply; but
- b. the Subcontractor must have in place a personal accident and sickness policy of insurance on such terms and in such an amount as is reasonably acceptable to Perkins.

## 21.4. Proof of Insurance

- a. Each of the insurance policies required to be effected by the Subcontractor shall be effected prior to commencement of the Works and/or Services.
- b. Each policy shall be taken out with an insurer and in terms agreed by Perkins.
- c. Whenever requested by Perkins, the Subcontractor must give to Perkins evidence to the satisfaction of Perkins that it has satisfied all of its insurance obligations required by this Works Order and Perkins shall be entitled to withhold payment of any payment claim until such evidence has been provided as requested.
- d. Insurance does not limit the Subcontractor's liability under this Works Order or otherwise.
- e. If the Subcontractor or any of its sub-subcontractors makes a claim under any policy of insurance taken out by Perkins, or Perkins makes a claim under any policy of insurance taken out by Perkins that was required to be taken out by the Subcontractor under this Works Order, then the Subcontractor shall be liable to Perkins and shall indemnify Perkins against any excess payable or deductible under the relevant policy in connection with the claim.

22. **RISK OF LOSS AND SUBCONTRACTOR INDEMNITIES:** Without limiting any other provision of this Works Order, and to the extent permitted by law, the Subcontractor indemnifies Perkins and each of its officers, agents and employees against all actions, claims, demands and proceedings against Perkins and each of its officers, agents and employees by any other person and all costs, expenses, losses, damages, and other liabilities of any nature suffered or incurred by Perkins arising out of or in connection with:

- 22.1. any breach of the Works Order or negligence of the Subcontractor;
- 22.2. loss of use of, or destruction or damage to, Perkins' or property of any third party;
- 22.3. any claims against any of those indemnified concerning:
  - a. any illness, personal injury or death of any person;
  - b. any infringement or alleged infringement of the intellectual property rights or moral rights of any person; or
  - c. any non-compliance by the Subcontractor or its personnel with any legislative requirements or in connection with the loss, termination or suspension of any approvals,

arising out of or in connection with or as a consequence of carrying out the Works and/or Services, but the indemnity shall be reduced proportionally to the extent that the act or omission of Perkins or its Personnel may have contributed to the injury, death, loss or damage.

It is not necessary for Perkins to incur a cost or expense or to make any payment before enforcing a right of indemnity under this Works Order.

## 23. DISPUTES:

- 23.1. The parties agree that every endeavour will be made to resolve any dispute on their merits by negotiation.
- 23.2. If a dispute arises in relation to the subject matter of this Works Order then either party shall give a written notice of dispute to the other party adequately identifying and providing details of the dispute and the amount claimed.
- 23.3. Within 10 business days of receipt of the notice of dispute a senior representative of Perkins and the Subcontractor must meet and undertake genuine and good faith negotiations with a bona fide objective of resolving the dispute by agreement or by agreeing a process for resolving the dispute.
- 23.4. If following the meeting under clause 23.3 the dispute has not been resolved or a process for resolution has not been agreed, either party may, where permitted by law, refer the dispute for resolution by an arbitrator or adjudicator appointed by the Resolution Institute (WA Chapter).
- 23.5. Notwithstanding the existence of a dispute, the parties shall continue to perform the Works and/or Services and comply with their obligations under the Works Order.

24. **THE BUILDING CODE:** The Building Code 2016 (as amended or updated) applies to this project. By agreeing to undertake the Works and/or Services the Subcontractor must comply with and ensure its sub-subcontractors comply with the Building Code in performing Work and/or Services.

## 25. DELETERIOUS MATERIALS:

- 25.1. The Subcontractor warrants it has used all reasonable skill and care, to ensure there shall not be any materials brought to site nor included in the Works and/or Services known to be deleterious (including but not limited to those listed below):
  - a. Asbestos (including crocidolite) or any products containing asbestos fibre;
  - b. additives or aggregates in reinforced concrete non-compliant with Australian Standards;
  - c. High Alumina Cement, concrete or Calcium silicate bricks;
  - d. materials which are generally composed of mineral fibres either man made or naturally occurring which have a diameter of 3 microns or less and a length of 200 microns or less which contain any fibres not sealed or otherwise stabilized to ensure that fibre migration is prevented;
  - e. any products or materials containing urea formaldehyde foam or materials which may release formaldehyde in quantities which may be hazardous with reference to the limits set from time to time by the Health Authorities; and
  - f. any substance by nature or application contravening relevant Australian Standards, Codes of Practice or accepted building practice at time of specification.

## 26. WORK HEALTH AND SAFETY

- 26.1. The Subcontractor must:
  - a. perform its obligations and the Works and/or Services under this Works Order so as to ensure the health and safety of the Perkins' personnel and property, the Subcontractor's personnel and property and any member of the public or other third party and their property;
  - b. comply with and ensure that the Subcontractor's personnel comply with the Work Health and Safety Act 2020 (WA), the Work Health and Safety (General) Regulations 2022 (WA) and any applicable Laws;
  - c. ensure that safe work practices are in place in relation to the performance of its (and the Subcontractor's personnel's) duties;
  - d. ensure that the Subcontractor and its personnel comply with all policies and procedures of Perkins notified to the Subcontractor from time to time (including those listed in Schedule 3), all directions of Perkins and all applicable safety directions issued by Perkins or the Principal from time to time.

## 27. TIME BARS

- 27.1. The Subcontractor acknowledges and agrees that:
  - a. it has reviewed the time periods (including any time bars) for performing actions and obligations under this Works Order; and
  - b. each time period (including each time bar) is reasonably possible to comply with and not overly onerous having regard to the Subcontractor's ability to perform that act or obligation, the

consequence for the Works, the Project or Perkins if such act or obligation is not performed within that time period and Perkins' obligations under the Main Contract.

27.2. Perkins has a legitimate interest in being informed contemporaneously of whether the Subcontractor considers that:

- a. it is entitled to make any claim/s;
- b. a direction constitutes a variation; or
- c. it is entitled to delay costs,

and that notification may have an impact on the manner in which Perkins addresses the direction, claim or other aspects of the Works and/or Services (for example withdrawing the direction).

## 28. COUNTERPARTS AND ELECTRONIC EXECUTION

28.1. This Works Order may be executed in any number of counterparts. All counterparts taken together constitute one instrument. A party may execute this Works Order by signing any counterpart. A party who has executed a counterpart of this document may exchange it with another party by emailing a pdf (portable document format) copy of the executed counterpart to that other party and if requested by that other party, will promptly deliver the original by hand or post. Failure to make that delivery will not affect the validity of this document.

28.2. This Works Order may be executed by a party in soft copy by electronic means, including by affixing a signature by an electronic execution platform such as DocuSign. Any electronically executed soft copy, and any print out of such a copy, will constitute an executed original counterpart.

## SCHEDULE 2 – SPECIAL CONDITIONS

*These special conditions amend the General Conditions to the extent stated in the special conditions. To the extent there is any inconsistency between the General Conditions and these special conditions, these special conditions prevail.*

|      |                                           |
|------|-------------------------------------------|
| SC 1 |                                           |
| SC 2 |                                           |
| SC 3 |                                           |
| SC 4 |                                           |
| SC 5 |                                           |
|      | <i>Insert additional rows as required</i> |

## SCHEDULE 3 - HEALTH, SAFETY AND ENVIRONMENTAL COMPLIANCE

### Perkins Workplace Health and Safety Policy

Perkins is totally committed to the elimination of work-related injury and disease and the provision of a safe and healthy working environment for workers, subcontractors, visitors and the public. Safety excellence is recognised as good business and the safety of workers is a value which is not to be compromised.

### Subcontractors

Perkins is committed to working with subcontractors who share our philosophy and objectives to achieve zero harm. Perkins recognise the value of workers that demonstrate a commitment to working safely.

The subcontractor must be familiar with the requirements of all current industrial safety and health legislation and provide all protective clothing and equipment required under current legislation.

The subcontractor must inform all of its supervisors and all other workers who will carry out any work or activity on a Perkins site of these requirements.

Subcontractors shall supervise the works and ensure its workers comply with WHS Legislation, Codes of Practice and Australian Standards in accordance with the Jurisdiction requirements, Perkins minimum Workplace Health and Safety standards and the requirements of this schedule. Statutory workplace health and safety legislation, rules and regulations are to be taken as minimum requirements only. Where Perkins requirements exceed these, Perkins requirements must be met.

The subcontractor must submit safe work method statements (SWMS) for all of its activities at least 7 days prior to commencement of work on any Perkins site. Documents are to be submitted to Perkins's Project Manager. The subcontractor will not be permitted to commence any work on the site until the required documentation is presented in a format acceptable to Perkins Project Manager.

The subcontractor must provide to Perkins a legible and current (last 5 years) Material Safety Data Sheets and MSDS register for hazardous substances or dangerous goods used on site.

### Conditions of entry to the site

The subcontractor shall comply with the requirements of the WHS Legislation; shall abide by the Principal's and the Perkins's environment policies, site safety rules, safety policies and safety procedures and any other requirements regarding, building, construction safety and/ or other regulations as they may apply, and as directed by the Perkins site manager or Perkins representative.

The subcontractors must train its workers in every facet of the work it is expected to perform on site and provide evidence of each worker's competency. All workers will be required to provide evidence of completed a recognised industry based safety induction course (e.g. White Card - Safety Induction Course) before starting work on a Perkins site.

In addition, the subcontractor's workers will be required to undergo Perkins (and, if applicable, the Principal's) site specific induction(s) in accordance with the procedures for the site prior to the commencement of works. Inductions are conducted on each site daily at 7am or such other time advised by the Perkins site manager.

Subcontractor's workers must sign in and sign out of the Perkins register each time they enter or leave the site.

The subcontractor shall ensure that no persons, unrelated to the Works Order, enter the site without the express permission of Perkins.

### Incident Reporting

The subcontract must report and ensure that its workers report all incidents immediately to the Perkins Site Manager. All persons requiring first-aid treatment, as a result of a workplace injury, must contact Perkins nominated First-Aid Officer.

If the subcontractor's worker requires medical treatment and leaves the workplace, the subcontractor must advise or ensure that the subcontractor's worker advises Perkins Site Manager. The Subcontractors worker must be escorted to a medical facility either by the Subcontractor Supervisor or the Subcontractor nominated representative. If the incident is of a type that requires notification to any statutory authority, the subcontractor must provide notice in accordance with the relevant statutory regulations.

If the subcontractor or any of its workers are involved in, or are a witness to any incident at site, the subcontractor must cooperate and ensure that any of its workers cooperate with Perkins or any other authorities' investigating the incident.

The subcontractor must ensure that the site or area in which the incident occurs (including any tools, equipment and materials within the incident area) are not removed or disturbed until the incident has been investigated by Perkins Project Manager and subsequent approval has been given by Perkins to clear the incident site or area.

### Vehicles

The subcontractor shall be responsible for all vehicles and equipment accessing the site and pay particular attention to pedestrian access and safety at the entrances.

All vehicles within the Site must adhere to the established speed limit and enter and leave in accordance with the Site HSE management plan. Where no speed limit is advertised, vehicles within the Site must not travel at speed exceeding 10 Km per hour.

Vehicles may only be operated by a licenced operator.

Parking (if permitted on Site) will only be permitted in designated parking areas. Perkins accepts no liability for any loss or damage whatsoever to vehicles or their contents whilst parked on site.

### Personal Protective Equipment (PPE)

The subcontractor must provide its workers with adequate PPE for the works and all issued PPE must meet the relevant Australian Standard and be worn correctly.

The following PPE is a minimum requirement for work on a Perkins construction site.

- Safety footwear (AS2210) - Mandatory
- Safety helmet (AS1800 and AS1801) - Mandatory
- High visibility clothing (AS4602) - Mandatory
- Safety glasses (AS1336, AS1337 and AS1338) - Note: safety goggles or full-face shields must be worn as identified by the risk assessment for the activity undertaken
- Hearing protection (AS1269.3 and AS1270) must be provided for and worn by workers working in or entering into designated excessive noise exposure areas

- Protective gloves must be provided and must be worn by workers undertaking any activity with the potential to cause lacerations to a worker's hands.

Failure of any person to wear the appropriate PPE will result in that person being dismissed from the site.

### Emergency Procedures

Subcontractors and their workers must participate in trial emergency procedures evacuations as they occur on the site. The site emergency evacuation plan and applicable emergency procedures shall be communicated to the subcontractors workers at their induction. The emergency evacuation plan will be displayed at locations within the site i.e. induction room, crib room, site office etc. . In an emergency situation, all workers should leave the area immediately, using the approved exit path, and proceed to the evacuation assembly area.

Continuous access for emergency services must be maintained at all times.

### Smoking, Drugs and Alcohol

On all Perkins sites, smoking is only permitted in areas designated by Perkins Site Management. Smoking is not permitted in any site office, welfare facility, shed, toilet, or building under construction. On sites where the building site is contained within or adjacent to a school ground, smoking is strictly prohibited at all times. Offenders will be dismissed from the site.

Under no circumstances will any person be permitted to possess or consume alcoholic beverages, nor possess or consume non-prescription drugs, during working hours. Reporting for work whilst under the influence of alcohol and / or drugs is prohibited and persons violating this will not be permitted entry to the site. Any person taking prescribed medication which may affect their fitness for work must provide Perkins a letter from a medical practitioner advising they can perform their normal duties while taking the prescribed medication.

Perkins may require any person to submit to random, blanket, or 'for cause' drug or alcohol tests before or whilst working on a Perkins site. A person who returns a non-negative result for any unauthorised drugs or alcohol or refuse to take a test will no longer be authorised to work and will be dismissed from site immediately.

### Environment

Perkins is committed to its environmental policy, program, compliance with legal requirements and relevant industry codes of practice. Perkins complies with the requirements of AS/NZS ISO 14001:2004 Environmental Management Systems and requires all Subcontractors to comply.

The subcontractors, when working on any Perkins project, must be aware of its environmental responsibilities, be competent and take the appropriate action to prevent pollution and harm and minimise environmental impacts. The subcontractor must provide method statements or similar describing environmental hazards and control measures to be implemented for its works.

The following are some environmental issues that are common on most construction sites and need to be monitored and controlled by the subcontractor:

#### 1 Air Pollution

- Reduce dust generated by vehicle movement.
- Reduce dust generated by the cutting of concrete, bricks, ties etc. by using wet cutting where applicable, vacuum or dust bags.
- Contain fibrous material generated during construction or demolition in accordance with all applicable workplace health and safety legislation, rules and regulations, Australian Standards and WorkCover standards.
- Contain emissions produced from fixed or mobile plant, e.g. exhaust fumes in accordance with the relevant code.
- Minimise odours generated as the result of any processes on site to reduce offensiveness to other site workers and surrounding tenants.
- Monitor and control ventilation, lighting and temperature in confined spaces to ensure the safety of workers.

#### 2 Noise Pollution

- Minimise noise and comply with the local authority requirements and any specific client requirements - e.g. restricted working hours.
- Monitor noise in the work place and provide workers with PPE as required.
- Equipment that causes excessive vibration shall be selected to minimise any structural damage to the project or surrounding buildings.
- Ensure workers are not exposed to excessive vibration.

#### 3 Water Pollution

- Minimise use of scheme water/bore water and adhere to local authority requirements and client requirements (water restrictions etc.)
- Monitor use of water within the work place and ensure taps and mains (where applicable) are turned off after use.
- Ensure stabilisation of soils, bunding etc. are implemented to prevent run off into water ways, drains etc.
- Ensure adequate barricading, edge protection etc. is installed / erected to prevent potential of entering water ways (ponds, rivers, dams, creeks etc.)

#### 4 Visual Impact

- Ensure that the site is maintained in a clean and tidy state to minimise the occurrence of environmental incidents, e.g.
- remove your rubbish to the bins provided and store plant and material in a safe and orderly manner.
- Give consideration to visual impact of all tasks carried out.

#### 5 Minimise the Use of Resources (Electricity and Water)

- Ensure all electrical equipment is turned off when not in use.
- Ensure all water supplies are turned off and are not leaking when not in use.
- Ensure self-propelled equipment is turned off when not in use.
- Ensure all materials are used in the most economical manner.

#### 6 Recycling of Waste Materials

- Ensure that, where identified recycling waste bins are provided, all workers place the appropriate waste in the appropriate bin.

#### 7 Prevent Pollution

- Report all environmental incidents to Perkins site manager.
- Ensure chemicals are stored and used responsibly and all chemical wastes disposed of as per best industry practice.

- Ensure waterways (sewers, storm-water drains) and soil are not contaminated by the discharge of any waste, e.g. the washing down of plant and equipment and concrete trucks.
- Ensure all solid wastes are placed in the bins provided.

#### 8 Erosion and Sediment Control

- Where the subcontractor damages silt fencing whilst undertaking works on site, the subcontractor must immediately reinstate the silt fencing to the original condition and locations. Temporary silt fencing must be erected and maintained around all temporary spoil heaps and mounds created by the subcontractor on site for the duration of work under the Works Order. The fencing must be removed upon completion.

#### 9 Asbestos

- If the subcontractor is carrying out any work with asbestos, must be licensed and certified in accordance with the National Code of Practice for the Safe Removal of Asbestos, 2<sup>nd</sup> Edition [NOHSC:2002(2005)].

### Non-Compliance

The subcontractor must comply with any "non-compliance" notice issued by Perkins in respect of any breaches of the requirements of this schedule and must carry out corrective action within the time frame stipulated in the notice. The issue of a "non-compliance" notice does not limit any other right or action available to Perkins as a result of a breach of the Works Order.

### EWP

Subcontractor to ensure that all personnel have the necessary licences/certificates/competencies required on Perkins projects as detailed in Perkins HSE Management Plan Section 7.3 Licences and Certificates of Competency.

- For clarity see below further clarification regarding the requirements to operate Scissor Lifts, Boom Lift > 11 metres and Boom Lift < 11 metres.
- Under the current WHS (General) Regulations 2022 an Employers duty of care for machinery is that they must provide sufficient instruction, training, information and supervision. As a PCBU Perkins have a primary duty to ensure operators of plant on our sites are trained and competent to carry out the task safely. A High-Risk Work licence (WP Class) is for a boom-type MEWP higher than 11 metres, a boom-type MEWP higher than 11 metres is a different type of machine to a scissor lift. While the regulations do not state a specific licence is required to operator a scissor lift, as per the above we must ensure operators of plant on our projects are competent in the use of a scissor lift. How do Perkins deem someone competent? By ensuring operators of scissor lifts have completed the nationally recognised unit of competency for a scissor lift RIIHAN301E. The unit RIIHAN301E provides workers with skills and knowledge to operate elevating work platforms for boom lifts (under 11metres) and scissor lifts of any height. Note: A WP Class HRWL does not cover a worker to operate a scissor lift on Perkins projects.
- Extract from Perkins HSE Management Plan Section 7.3 Licences and Certificates of Competency  
Please refer to the table below as a guide listing Perkins minimum licencing/competency requirements to conduct High Risk Work (HRW) or operate plant on a Perkins Builders site.

| Licence / Certificate / Competency | Skill / Competency required                         |
|------------------------------------|-----------------------------------------------------|
| Boom Lift > 11 metres              | High Risk Licence                                   |
| Boom Lift < 11 metres              | Competency Certificate / Verification of Competency |
| Scissor Lift                       | Competency Certificate / Verification of Competency |

#### SCHEDULE 4 – SERVICES AND FACILITIES

| Facility                                      | Responsibility |               | Comment |
|-----------------------------------------------|----------------|---------------|---------|
|                                               | Perkins        | Subcontractor |         |
| <b>A. Project Accommodation</b>               |                |               |         |
| (i) Lunch Room                                |                |               |         |
| (ii) Toilets                                  |                |               |         |
| (iii) Storeroom or Sheds                      |                |               |         |
| (iv) Changing Room                            |                |               |         |
| (v) Office                                    |                |               |         |
| <b>B. Temporary Services</b>                  |                |               |         |
| <b>Electricity</b>                            |                |               |         |
| (i) Power for testing & commissioning         |                |               |         |
| (ii) 240 Volt                                 |                |               |         |
| (iii) 3 Phase / 440 Volt                      |                |               |         |
| (iv) Distribution sub-boards                  |                |               |         |
| (v) Power consumption costs                   |                |               |         |
| (vi) Leads and stands                         |                |               |         |
| <b>Lighting</b>                               |                |               |         |
| (i) General site safety lighting              |                |               |         |
| (ii) Task lighting                            |                |               |         |
| <b>Water</b>                                  |                |               |         |
| (i) Water for the works                       |                |               |         |
| (ii) Hoses                                    |                |               |         |
| <b>C. Plant &amp; Equipment</b>               |                |               |         |
| <b>Scaffolding &amp; Access</b>               |                |               |         |
| (i) Internal scaffold                         |                |               |         |
| (ii) External scaffold Access Towers          |                |               |         |
| (iii) Edge Protection                         |                |               |         |
| (iv) Access Equipment                         |                |               |         |
| (v) Loading platforms                         |                |               |         |
| <b>Access</b>                                 |                |               |         |
| (i) Crane & driver                            |                |               |         |
| (ii) Dogman / slinging loads                  |                |               |         |
| (iii) Hoist                                   |                |               |         |
| <b>D. General</b>                             |                |               |         |
| <b>Setting Out</b>                            |                |               |         |
| (i) Grid lines and Datum                      |                |               |         |
| (ii) All other Set Out                        |                |               |         |
| (i) Cleaning of Works                         |                |               |         |
| (ii) General Rubbish bins                     |                |               |         |
| (iii) Removal of Sub Contr hazardous waste    |                |               |         |
| (iv) Unloading materials                      |                |               |         |
| (v) Protection of the Sub Contractors Works   |                |               |         |
| (vi) Demarcation barriers and warning signage |                |               |         |
| <b>E. Other</b>                               |                |               |         |
| (i) Mobilisation, meals & accommodation       |                |               |         |
|                                               |                |               |         |

**SCHEDULE 5 – DOCUMENT TRANSMITTAL**

## SCHEDULE 6 – STATUTORY DECLARATION

|               |  |
|---------------|--|
| PROJECT       |  |
| SUBCONTRACTOR |  |

I, \_\_\_\_\_ being the  
(name)

\_\_\_\_\_  
(occupation)

do solemnly and sincerely declare that:

In respect of the Project, as at: \_\_\_\_\_ (date):

- a) I am duly authorised by the Subcontractor to make this declaration on its behalf;
- b) I have carried out due investigations and am aware of all of the facts and circumstances set out herein regarding payment to employees and contractors of the Subcontractor;
- c) All wages and other entitlements, including building industry superannuation and long service leave levies, due and payable at the date of this declaration have been paid by the Subcontractor in accordance with the relevant award, industrial instrument or agreement and/or employment agreement to, or on behalf of, all employees of the Subcontractor who are, or at any time have been, engaged on the Project;
- d) The Subcontractor has met all its obligations at law and under statute in respect of payment of payroll tax;
- e) All consultants, suppliers and sub-subcontractors who are, or at any time have been, engaged by the Subcontractor on the Project have been paid in full all amounts that have become due and payable to them under the terms of their agreement with the Subcontractor;
- f) All insurances required to be maintained by the Subcontractor under the Works Order are in force; and
- g) All employees of the Subcontractor are legally entitled to reside in and work within the Commonwealth of Australia;

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the *Oaths, Affidavits and Statutory Declarations Act 2005 (WA)*.

\_\_\_\_\_  
signed

\_\_\_\_\_  
date

In the presence of:

\_\_\_\_\_  
(signature of authorised witness)

\_\_\_\_\_  
(name and occupation of authorised witness)

For a list of authorised witnesses:

[https://www.wa.gov.au/system/files/2024-04/authorised-witnesses-for-statutory\\_0.pdf](https://www.wa.gov.au/system/files/2024-04/authorised-witnesses-for-statutory_0.pdf)