



APPOINTMENT OF CONTRACTOR

Item Schedule

1. AGENT

Name: Elders Real Estate

Address: 38 Oxley Street, North Ward, QLD, 4810

ABN: 72 004 045 121

Phone: 07 4758 5555

Email: smithandelliott@elders.com.au

2. CONTRACTOR

Company Name: _____

Trading Name: _____

Address: _____

ABN: _____

Licence/Card Number/s: (insert licence details relevant to the Contractor's industry)

(1) Issued by: _____ Number: _____ Expiry Date: __/__/__

(2) Issued by: _____ Number: _____ Expiry Date: __/__/__

Phone: _____ Fax: _____ Mobile: _____

Email: _____

Contracted Services for: _____

3. CONTRACTOR'S INSURANCE

3.1 WorkCover Queensland Policy No.: _____ Expiry Date: _____

3.2 Indemnity Insurance Insurer: _____

Policy No.: _____ Expiry Date: _____

3.3 Public Liability Insurance Insurer: _____

Policy No.: _____ Expiry Date: _____

4. PAYMENT FOR SERVICES

Payment Details:

Bank: _____ Branch: _____

Account Name: _____

BSB: _____ Account Number: _____

5. SIGNATURES

Contractor's Name:

Agent's Name:

Contractor's Signature:

Agent's Signature:

Dated: __/__/__

Dated: __/__/__

Terms of Appointment

1. Disbursements

Funds are disbursed during the middle and end of month (EOM). The payments will be made on the closest business day to the 15th of the month, as well as the last business day of the month. You are welcome to contact our Trust Clerk requesting a one-off payment in the middle of payments runs, if we have available funds to pay the pending invoice/s. We must have available funds for the owner to arrange payment for any invoices pending on their behalf. Owners with insufficient funds are contacted prior to mid/EOM and asked to deposit funds into our trust account or arrange payment direct to the contractor for any outstanding/large invoices.

2. Statements

Statements, or a list of outstanding invoices are to be sent to ensure no invoices are missed. It would be ideal to have these sent at least once a month. All emails, invoices and statements are to be sent to Samantha.Jackson@elders.com.au

3. Access to premises

Access to the premises may only be gained in compliance with the Residential Tenancies and Rooming Accommodation Act 2008. The contractor is responsible for arranging access directly with the tenant (if tenanted). If you are unsuccessful contacting the tenant, please notify the Property Manager to issue an Entry Notice. The contractor is responsible for returning keys to the Agent on the same day or as agreed by the agent. If no keys are available, the agent will provide contact details for the contractors to call the tenants to organise access, or organise access for another day when keys are available.

4. Contractor's Warranty and time frame

If works are unable to be completed within 7 days, please notify the Property Manager. No work is to be completed without the Property Manager's approval. The Contractor warrants all works will be carried out in a proper and workman-like manner within a reasonable time and any defects or incomplete work will be promptly rectified without cost to the agent or property owner.

5. Appointment of Contractor

The Agent appoints the Contractor to perform the services details in Item (2) to various properties managed by the Agent, but only when authorised in writing by the Agent. The Contractor confirms the information in this Appointment is true and correct.

6. Procedure

6.1 In response to a request for services/work from the Agent, the Contractor must:

- (1) Produce a written quotation for the cost of the requested works if required/requested
- (2) In respect of domestic building work more than \$3,300, issue a work order in the Queensland Building Services Authority approved form
- (3) In respect of non-domestic building work in excess of \$1,100, issue a work order
- (4) Only commence service/works and incur costs after written authorisation has been given by the Agent to do so
- (5) Ensure work is to all statutory standards, and to the standard expected from a qualified tradesperson/licensed inspector
- (6) Ensure all materials used are new, unless otherwise authorised by the Agent in writing
- (7) Ensure variations to the authorised services/works are in writing and sign by both parties

6.2 The Contractor has the right to engage other entities or use employees to perform the tasks as detailed in any work order, instructions issued by the Agent.

6.3 It is acknowledged that the Contractor will supply materials, plant and equipment as well as any other items to perform the tasks as detailed in any work order issued by the Agent, unless otherwise instructed in the work order.

7. Payment

7.1 The Contractor agrees to pay for and supply all materials needed to complete the authorised services/works and provide an itemised tax invoice for the services/works when completed or as otherwise agreed by the Agent. The Lessor shall be responsible for all payments and/or reimbursements to be made to the Contractor.

7.2 The Contractor confirms the Agent does not contract as Principal, but as Agent of the Lessor and is not liable to pay the Contractor, except as Agent of the Lessor.

7.3 Upon provision of an invoice a Contractor will be paid as details in Item (4) which shall be the due date for payment in respect to matters to which the *Building and Construction Industry Payments Act 2004* (Payments Act) applies.

7.4 The parties agree that the Agent may be services with Payment Claims under Section 17 of the *building and Construction Industry Payments Act 2004* and may service on the Contractor Payment Schedule under Section 18 of the Act.

8. Compliance

It is the Contractor's duty to ensure:

- (1) All work is performed in compliance with the *WorkHealth and Safety Act 2011*;
- (2) Proof of all insurance policies detailed in Item (3) are given to the Agent and remain in effect;
- (3) Compliance with *Worker's Compensation and Rehabilitation Act 2003, Queensland Building Services Authority Act 1991* and all relevant legislation during performance of any services/works performed for the Agent.

9. Indemnity

The Contractor indemnifies the Agent and Property Owner from and against all actions, claims, demands, and damages arising out of or in respect to the services/works performed by the Contractor.

10. Privacy Statement

Should you as Contractor obtain confidential or personal information as defined in the *Privacy Act 1988 (cth)* with respect to the Agent, his Client/s or business such information may only be used to facilitate provision of the Contractor's services and must not be disclosed to third parties unless the Agent's consent in writing has been obtained or as otherwise required by law.

Please confirm that you have read the Terms of Appointment and agree by signing below:

Contractor's Name:

Contractor's Signature:

Dated: ___/___/___