

Attachment B

Attachment to Formal Instrument of Agreement

Annexure Part B to AS2124-1992 General Conditions of
Contract

DELETIONS, AMENDMENTS AND ADDITIONS	
1	The following Clauses or parts of Clauses have been deleted from the General Conditions in AS 2124–1992:
1.1	CLAUSE 10.4 (Provisions Applying Generally to Selected and Nominated Subcontract Work). The following words are deleted from Clause 10.4: 'Except as herein contained, and subject to any reasonable objection made by the Contractor pursuant to this Clause'
1.2	CLAUSE 10.5 (Direct payment of Nominated Subcontractor). Clause 10.5 is deleted in its entirety
1.3	CLAUSE 10.3 (Nominated Subcontract) Clauses 10.3(i) and 10.3(ii) are deleted in their entirety
1.4	CLAUSE 17.1 (Indemnity by Contractor) Paragraph (iv) of Clause 17.1 is deleted.
1.5	(Not used)
1.6	CLAUSE 35.5(b)(v) (Extension of Time For Practical Completion) Clause 35.5(b)(v) is deleted in its entirety.
1.7	CLAUSE 36 (Delay or Disruption Costs) Delete the second paragraph of clause 36.
1.8	CLAUSE 41 (Daywork) Clause 41 is deleted in its entirety.
1.8	CLAUSE 42.3 (Retention Moneys) Clause 42.3 is deleted in its entirety.

2	<p>The following Clauses have been amended and differ from the corresponding Clauses in AS 2124– 1992:</p>
2.1	<p>CLAUSE 2 (INTERPRETATION)</p> <p>The following definitions are amended as marked up below:</p> <p>'Contract' means the agreement between the Principal and the Contractor comprising each of the Contract Documents</p> <p>'Practical Completion' is that stage in the execution of the Work under the Contract when:</p> <ul style="list-style-type: none"> (a) the Works are complete except for minor omissions and minor defects; <ul style="list-style-type: none"> (i) which in the opinion of the Superintendent do not prevent the Works from being reasonably capable of being used for their intended purpose; and (ii) which the Superintendent determines the Contractor has reasonable grounds for not promptly rectifying; and (iii) rectification of which will not prejudice the convenient use of the Works; and (b) those tests which are required by the Contract to be carried out and passed before the Works reach Practical Completion have been successfully carried out and passed; (c) documents and other information required under the Contract which, in the opinion of the Superintendent, are essential for the use, operation and maintenance of the Works have been supplied; (d) the Contractor has delivered to the Principal: <ul style="list-style-type: none"> (i) all original warranties; (ii) all certificates (including a Certificate of Occupancy from a building certifier nominated by the Superintendent) required by the Contract and all approvals, consents and permissions from all relevant authorities having jurisdiction or authority in respect of the Site for the execution and/or the use of the Works have been obtained by the Contractor at its own expense and provided to the Superintendent; (iii) all keys for the Works properly labelled; and (iv) a detailed draft of a Final Project Report; (e) the Contractor has thoroughly cleaned: <ul style="list-style-type: none"> (i) the Site including, but not limited to, all services relevant to the Works; and (ii) each component of the Works including the removal of rubbish, sweeping of floors, wiping down surfaces (walls, glazing, doors), mopping of tiled

	<p>areas and vacuuming of carpets;</p> <p>(f) the Contractor has rectified any damage to any land or structure surrounding the Site caused by the Contractor (or any Subcontractor) in carrying out the work under the Contract.</p>
	<p>'Works' means the whole of the work to be executed in accordance with the Contract <u>(including all Prior Work)</u>, including variations provided for by the Contract, which by the Contract is to be handed over to the Principal.</p>
	<p>The following new definition is included in clause 2:</p> <p>'Final Project Report' means a comprehensive written report produced in duplicate by the Contractor in a lever arch style folder which shall include:</p> <ul style="list-style-type: none"> (a) a table of contents; (b) a general description and overview of the Works; (c) a copy of the Principal's invitation to tender (if applicable), the Contractor's tender (if applicable) and the Contract; (d) a drawing register or schedule of all design and other documents; (e) all the documents submitted by or on behalf of the Contractor to any authority and subsequent approved documents received from any authority, including without limitation, approval documents, planning approvals, building approvals, occupancy certificates and original stamped plans; (f) environmental sign off with all certificates and dockets as required by all relevant environmental laws; (g) all contractor's programmes and as-built programme with milestone dates; (h) all minutes of meetings in respect of the Works, including project control group meetings; (i) photographs of the work under the Contract and the Works, including the date of photographs of the progress of the Works included in the monthly project report provided to the Superintendent at the project control group meetings; (j) as-built documents for the Works, including: <ul style="list-style-type: none"> (i) as-built drawings stipulating and describing the location and conditions of all systems and services, including the exact location of underground services relative to a permanent mark such as the Site boundary;

	<ul style="list-style-type: none"> (ii) all warranties, guarantees, maintenance and operating manuals; (iii) air conditioning balancing figures; (iv) maintenance recommendations for equipment and materials; (v) electrical documents; (vi) fire line testing, including flow test commissioning figure for hydrant and sprinklers (as applicable); (vii) schedule of finishes and colours; and (viii) equipment description and location; <p>(k) schedule of consultants, subcontractors and any other contractors noting the company name, address, phone number, contact person and the respective scope of work performed by them;</p> <p>(l) services induction sheets signed off by the Superintendent;</p> <p>(m) key schedule and two copies of tagged keys identifying their use; and</p> <p>(n) any other document reasonably required by the Superintendent which may be relevant to the Works.</p>
	<p>The following new definition is included in clause 2:</p> <p>'Key Personnel' means:</p> <p>XXXXX</p> <p>XXXXX</p>
	<p>The following new definition is included in clause 2:</p> <p>'Subcontract or subcontract' means any contract under which a Subcontractor is engaged for the provision of any component of the Works (including the Prior Works), other than an Excluded Subcontract.</p>
	<p>The following new definition is included in clause 2:</p> <p>'Subcontractor or subcontractor' means any contractor engaged for the provision of any component of the Works (including the Prior Works) other than the Contractor or an Excluded Subcontractor.</p>
2.2	<p>CLAUSE 3 (Nature of Contract)</p> <p>Insert a new Clause 3.4 as follows:</p> <p>3.4 Contractor's Acknowledgement</p> <p>The Contractor acknowledges and agrees that subject to clause 40:</p> <p>(a) the nature of the Contract is an all inclusive, no variation, fixed price and fixed time contract;</p>

	<p>(b) the effect of the Contract is that the Contractor:</p> <ul style="list-style-type: none"> (i) must supply all materials and equipment, perform all labour necessary and perform all temporary works necessary to complete the Works at its cost; (ii) is not entitled to be paid any amount in addition to the contract sum on any basis whatsoever unless the Superintendent varies the scope of the Works in accordance with the Contract and the Contractor thereby incurs additional costs, in which case the additional amount to be paid to the Contractor is to be valued pursuant to subclause 40.3; and (iii) is not entitled to any extension of time to the date for practical completion on any basis whatsoever except as expressly provided in the Contract. <p>(c) the terms of the Contract are to be interpreted and the Contract is to be administered in accordance with the nature of the Contract as set out in this subclause.</p> <p>(d) Without limiting the general nature of any other clause and this clause but subject to clause 40, the Contractor acknowledges and agrees to accept the risk of faults, deficiencies and/or discrepancies in any drawings and specifications or other contract documents, including any delay and disruption to the Works, the risk and cost of any additional work resulting from any fault, deficiency and/or discrepancy, the time, risk and costs involved in managing the process for the resolution of any fault, deficiency and/or discrepancy and any additional costs, losses, expenses and/or damages that might be incurred by the Contractor as a result of any fault, deficiency and/or discrepancy, including complying with its obligations under the Contract.</p>
<p>2.3</p>	<p>CLAUSE 8.1 (Discrepancies)</p> <p>Insert the following words at the end of the first paragraph:</p> <p>'having regard to the order of precedence set out in the Formal Instrument of Agreement'.</p> <p>Delete the final paragraph of clause 8.1 (as below) and replace it with the following:</p> <p>Notwithstanding that any such direction may cause the Contractor to incur more or less cost than otherwise would have been incurred had the direction not been given, the Contractor will not be entitled to:</p> <ul style="list-style-type: none"> (a) any adjustment to the Contract Sum; (b) any additional cost or compensation; or (c) any extension of time for Practical Completion, <p>as a consequence of any inconsistency, ambiguity or discrepancy in any Contract Documents and any such inconsistency, ambiguity or discrepancy will be at the Contractor's sole risk.</p> <p>The Contractor represents and warrants to the Principal that the Contractor has examined, carefully checked and made its own review of:</p> <ul style="list-style-type: none"> (d) all information relevant to the risks, contingencies and other circumstances having

	<p>an effect on the performance and cost of executing the Works;</p> <p>(e) the Contract Documents and all other information provided by, or on behalf of, the Principal; and</p> <p>(f) all materials and methods of construction proposed or specified by or on behalf of the Principal,</p> <p>to ensure that they are suitable, appropriate and adequate for the purposes stated in the Contract.</p>
2.4	<p>CLAUSE 9.2 (Subcontracting)</p> <p>The first paragraph of clause 9.2 is amended as follows:</p> <p><i>The Contractor shall not without the written approval of the Superintendent, subcontract or allow a subcontractor to assign or subcontract work described in the Annexure.</i></p> <p>Insert the following paragraph at the end of clause 9.2:</p> <p><i>The Contractor must ensure that all subcontracts in connection with the work under the Contract include provisions which allow the Contractor to terminate the subcontract on terms substantially the same as those set out in clause 44 of this Contract.</i></p>
2.5	<p>CLAUSE 9.3 (Contractor's Responsibility)</p> <p>Delete the second sentence of clause 9.3 and replace it with the following (so that it reads as a continuation of the first sentence):</p> <p>'(nor create any obligation or liability on the Principal) and the Contractor shall be liable to the Principal for, and will indemnify the Principal against all losses, costs, damages and expenses suffered or incurred by the Principal as a direct or indirect result of, the acts and omissions of any subcontractor (including selected and nominated subcontractors and any Subcontractor engaged for Prior Works). The Contractor shall not, and has no authority to, incur any liability on behalf of the Principal, or enter into any agreements or commitments in the name of, or on behalf of, the Principal and shall take no steps to bind, or commit, the Principal in any manner whatsoever.'</p>
2.5A	<p>CLAUSE 9.4 (Excluded Subcontracts)</p> <p>Insert a new clause 9.4 as follows:</p> <p>'Clause 9.4 Excluded Subcontracts</p> <p>The parties acknowledge that:</p> <p>(a) each Excluded Subcontract is between the Principal and the relevant Excluded Subcontractor;</p> <p>(b) the Principal requires and is relying on the Contractor to co-ordinate and supervise the completion of the works by the Excluded Subcontractors under the Excluded Subcontracts;</p> <p>(c) the Contractor will manage, supervise, co-ordinate and do all things reasonably necessary to ensure that the works under the Excluded Subcontracts are completed in accordance with the terms of the Excluded Subcontracts, this Contract (where applicable) and all applicable statutory requirements listed in clause 14.1(a) – (d) (inclusive) and industry</p>

	<p>standards; and</p> <p>(d) if:</p> <p style="padding-left: 40px;">(i) the Contractor has complied with clause 9.4(c); and</p> <p style="padding-left: 40px;">(ii) an Excluded Subcontractor impedes the Contractor from executing the work under the Contract, that causes the Contractor <i>to be delayed in reaching Practical Completion</i>,</p> <p>the Contractor may be entitled to an extension of time or costs for that delay in accordance with clause 35.5 and clause 36..'</p>
2.6	<p>CLAUSE 12.4 (Time Bar)</p> <p>The reference in clause 12.4 to '28 days' is to be replaced with a reference to '7 days'.</p>
2.7	<p>CLAUSE 15 (Protection of People and Property)</p> <p>The following words are to be inserted at the end of the first line – 'at the Contractor's cost'</p>
2.8	<p>CLAUSE 25 (Contractor's Representative)</p> <p>The first paragraph of clause 25 is amended as follows:</p> <p>'The Contractor shall ensure that the Key Personnel superintend the execution of the work under the Contract and, at all times during which any activities relating to the execution of the work under the Contract are taking place, have one or more of the Key Personnel present on the Site and, if required by the Superintendent, at other places at which activities relating to the execution of the work under the Contract are taking place.'</p> <p>The following paragraph is to be included at the end of clause 25:</p> <p>'The Contractor will not remove any of the Key Personnel from the performance of the work under the Contract, or substitute any Key Personnel without the prior written consent of the Principal.'</p>
2.9	<p>CLAUSE 26 (Control of Contractor's Employees and Subcontractors)</p> <p>The following words are to be inserted at the end of clause 26:</p> <p>' Action under this Clause 26 by the Superintendent or the Principal shall not entitle the Contractor to make a claim for additional costs or an extension of time for Practical Completion under this Contract.'</p>

2.10	<p>CLAUSE 27.1 (Possession of Site)</p> <p>The following words are to be inserted at the end of clause 27.1:</p> <p>'The Contractor acknowledges and agrees that:</p> <p>(a) access to the Site is subject to the restrictions and limitations set out in the Contract Documents; and</p> <p>(b) the Contractor may be required by the Principal and/or the Superintendent to share access to the Site with other contractors and will not be entitled to make any Claim under the Contract as a consequence.</p>
2.11	<p>CLAUSE 27.2 (Access for the Principal and Others)</p> <p>Clause 27.2 is to be amended as follows:</p> <p>The Contractor shall permit the execution of work on the Site by persons engaged by the Principal and shall cooperate with them and coordinate the Contractor's work with their work. The Contractor must coordinate all work on the Site in an efficient manner and, notwithstanding any other provision of this Contract, will have no entitlement to an extension of time to the Date for Practical Completion or to make a claim for additional costs incurred as a consequence of the Principal's contractors working on and around the Site.</p>
2.12	<p>CLAUSE 28.2 (Care of Survey Marks)</p> <p>Clause 28.2 is amended as follows:</p> <p>'..If the disturbance or obliteration is caused by a person referred to in Clause 27.2, other than the Contractor its employees or subcontractors, the cost incurred by the Contractor in reinstating the survey mark shall be valued under Clause 40.5.'</p>
2.13	Not used
2.14	<p>CLAUSE 35.2 (Time for Practical Completion)</p> <p>The following words are to be inserted at the end of the first paragraph of clause 35.2 ' The Contractor must notify the Principal in writing that Practical Completion is anticipated to occur at least four weeks in advance of the anticipated Date of Practical Completion.'</p>
2.15	<p>CLAUSE 35.5 (Extension of time for Practical Completion)</p> <p>The reference in the third paragraph of clause 35.5 to '28 days' is to be replaced with a reference to '7 days'.</p>
2.15A	<p>CLAUSE 36 (Delay or Disruption Costs)</p> <p>Insert the following words at the end of the first sentence:</p> <p>', provided that:</p> <p>(i) such costs are actually and reasonably incurred by the Contractor;</p> <p>(ii) such costs do not exceed the maximum amount specified in Part A for ' Extra costs for</p>

	<p>Delay or Disruption';</p> <p>(iii) such costs have been reasonably substantiated by documentary evidence (including records, receipts, invoices and purchase orders) to the satisfaction of the Superintendent;</p> <p>(iv) such costs are approved by the Superintendent as being payable by the Principal to the Contractor; and</p> <p>(iiv) the Contractor has taken all reasonable steps to mitigate those costs.</p>
2.16	<p>CLAUSE 38 (Cleaning Up)</p> <p>The words 'within 14 days after' in clause 38 are to be relaced with the words 'prior to'</p>
2.17	<p>CLAUSE 40.2 (Proposed Variations)</p> <p>The following words are to be inserted after clause 40.2(b):</p> <p>'The Contractor must not effect any variation under this clause 40 unless:</p> <p>(a) the Contractor has given a written notice setting out an estimate of the cost and likely impact on the construction program of the proposed variation (Quotation); and</p> <p>(b) the Superintendent has directed the Contractor (in writing) to effect the variation on the basis of that Quotation.</p> <p>The Contractor will not, under any circumstances, be entitled to a payment for, or in connection with, the variation in excess of the estimated costs nominated in the Quotation, or an extension of time for Practical Completion in excess of the effect which the Contractor anticipates the variation will have on the construction program and the Date for Practical Completion as set out in the Quotation.'</p>
2.18	<p>CLAUSE 40.5 (Valuation)</p> <p>The following words are to be inserted as a new paragraph at the end of clause 40.5:</p> <p>'For the avoidance of doubt, where a valuation is required for the purpose of pricing a variation, the price that the Superintendent assesses as payable in respect of that variation must not, for additions to the Contract Sum, exceed the Quotation given by the Contractor in respect of that Variation.</p>
2.19	<p>CLAUSE 42.10 (Set offs by the Principal)</p> <p>The following words are to be inserted after the words 'to the Principal' in the second line of clause 42.10: 'under the Contract or...'</p>

3	The following Clauses have been added to those of AS 2124-1992:
3.1	<p>33.1A ADVANCE NOTICE OF PRACTICAL COMPLETION</p> <p>The Contractor must notify the Principal in writing that Practical Completion is anticipated to occur at least four weeks in advance of the anticipated Date of Practical Completion.</p>
3.2	<p>49 OCCUPATIONAL HEALTH AND SAFETY (OHS)</p> <p>49.1 Interpretation</p> <p>Where there is an inconsistency or ambiguity between this Clause 49 and the OHS Law or OHS Regulations, the OHS Law and OHS Regulations will prevail.</p> <p>49.2 General OHS obligations of the Contractor</p> <p>Except to the extent that to do so would prevent proper discharge of the Contractor's obligations under subparagraph (e) below, the Contractor must and must ensure that its personnel and subcontractors including selected subcontractors:</p> <ul style="list-style-type: none"> (a) at all times, in the delivery of the work under the Contract identify and exercise all necessary precautions for the health and safety of all persons including its personnel, the Principal's personnel and members of the public who may be affected by, or by the performance or purported performance of, this Contract; (b) perform the work under the Contract in a safe manner; (c) comply with the OHS Law and the OHS Regulations and do all things necessary to assist the Principal in discharging its obligations under the OHS Law and the OHS Regulations; (d) pay all fees and charges payable under the OHS Law and the OHS Regulations in connection with the execution of the work under the Contract; (e) where the Contractor is appointed or declared to act in a specific capacity under this Contract for the purposes of the OHS Law or the OHS Regulations (including as "OHS Principal Contractor"), comply with and discharge the obligations under the OHS Law and the OHS Regulations that are applicable to that appointed or declared capacity; (f) immediately comply with directions on safety issued by any relevant authority or by the Principal; (g) provide the Principal with copies of all notices and correspondence concerning the OHS Law or the OHS Regulations and their application within five Business Days of the date on which any such notice or correspondence was either dispatched or received. (h) where the Contractor is the "OHS Principal Contractor", display signs that are clearly visible from outside the Site identifying the Contractor as the "OHS Principal Contractor" and stating the contact telephone numbers of the Contractor (including an after hours emergency telephone number); (i) attend and participate in the Principal's occupational health and safety induction process;

	<p>(j) co-operate with the Principal in completing a hazard and risk identification process for the site to identify potential hazards and develop a system to control those hazards;</p> <p>(k) comply with all the Principal's environmental and occupational and health and safety policies, procedures and safety control measures relevant to a Site (including any requirements relating to the control measures relevant to a site and any requirements relating to the control of hazards identified through the hazard identification process) that have been notified to the Contractor;</p> <p>(l) comply with the requirements of any applicable policy issued to the Contractor by the Principal during the term of this Contract; and</p> <p>(m) comply with any relevant standards notified to the Contractor.</p> <p>49.3 OHS</p> <p>Without limiting this Clause 49:</p> <p>(a) the Principal appoints the Contractor as the employer for the purposes of the OHS Laws and the OHS Regulations in connection with the work under the Contract;</p> <p>(b) the Contractor accepts the appointment under Clause 49.3(a);</p> <p>(c) the Contractor agrees and represents that it is the person in control of the workplace in connection with the work under the Contract; and</p> <p>(d) the Contractor agrees that the Principal does not have control of the workplace in connection with the work under the Contract.</p>
3.3	<p>50 WORKER'S LIEN (SA)</p> <p>(a) No liens: The Contractor must not assert and must use its best endeavours to ensure that its subcontractors do not assert any right to a lien over the Site or take any steps whatsoever to lodge or register a lien over the Site under, or in pursuance of, any provision of the Worker's Liens Act 1893 (SA).</p> <p>(b) Notice of lien: If a notice of lien is asserted by a person or lodged by a subcontractor or any other person under the Worker's Liens Act 1893 (SA) with respect to the Site, notwithstanding the notice may be defective in any manner whatsoever, and whether or not the claim which is said to have given rise to the lien is valid, the Principal will be entitled to deduct from any payment to the subcontractor, the sum claimed by that subcontractor (including by a selected subcontractor) or other person and when the Principal considers it appropriate, to pay that sum to the Registrar General.</p> <p>(c) Costs relating to lien: If the Principal can reasonably demonstrate that it incurred costs in dealing with the lien, including costs associated with receiving advice as to how to deal with the lien, those costs will be a debt due from the Contractor to the Principal (as the case may be) and may be set-off immediately against any sum due or to become due to the Contractor.</p> <p>(d) Evidence of payment: Before making any payment to the Contractor under this Contract, the Principal may require the Contractor to demonstrate, to the</p>

	<p>reasonable satisfaction of the Principal, that all employees, agents and subcontractors of the Contractor have been paid amounts due and owing to them in respect of their work, as at the date of the Contractor's invoice.</p> <p>(e) Withholding of payment: the Principal may withhold payment of any amounts otherwise due to the Contractor, unless and until the Contractor complies with the direction referred to in subclause 50(d).</p> <p>(f) Dispute as to withholding: If the Contractor disputes the basis for the Principal withholding payment, or if the parties fail to agree as to the proper disbursement of the withheld payment, either party may refer the matter to dispute resolution under this Contract.</p> <p>(g) Direct payment at Contractor's request: the Principal may pay directly to any employee, agent or a subcontractor of the Contractor, any amounts which the Contractor requests the Principal to pay, and any amounts paid by the Principal to an employee, agent or subcontractor (including to any selected subcontractors) of the Contractor will be a debt owing to the Principal (as the case may be) by the Contractor.</p>
3.4	<p>51 SECURITY OF PAYMENT</p> <p>51.1 Interpretation</p> <p>(a) In this clause 51 "Security of Payment Act" means the Building and Construction Industry Security of Payment Act 2009 (SA).</p> <p>(b) This clause 51 will apply to the extent that the Security of Payment Act applies.</p> <p>(c) To the extent permitted by and for the purposes of the Security of Payment Act:</p> <p>(i) <i>the 'reference dates' are those dates prescribed in clause 42;</i></p> <p>(ii) <i>a payment certificate which complies with the requirements of clause 42 is, where relevant, a 'payment schedule' for the purpose of the Security of Payment Act (whether or not it is expressly stated to be a 'payment schedule' under that Act); and</i></p> <p>(iii) <i>the amount set out in a payment schedule in respect of clause 42 as being payable to the Contractor, if any, is, where relevant, the amount of a 'scheduled amount' for the purpose of the Security of Payment Act (whether or not it is expressly stated to be a 'scheduled amount' under that Act).</i></p> <p>51.2 Principal's Representative as Agent</p> <p>(a) <i>The Parties agree that the Superintendent is the agent of the Principal for the purposes of:</i></p> <p>(i) <i>accepting service of payment claims served by the Contractor under the Security of Payment Act;</i></p> <p>(ii) <i>assessing payment claims served by the Contractor under the Security of Payment Act; and</i></p> <p>(iii) <i>providing the Contractor with a payment schedule under the Security of Payment Act.</i></p> <p>51.3 Notices</p>

	<p><i>Notwithstanding anything else in this Contract, the Contractor must:</i></p> <ul style="list-style-type: none"> <i>(a) ensure that, within 24 hours after any notice is given or received under the Security of Payment Act in respect of an intention to suspend the supply of goods or services, and within 3 working days of any other notice given under the Security of Payment Act, by the Contractor to, or from, any of its Subcontractors in relation to the Works, a copy of that notice is given to the Principal and the Superintendent;</i> <i>(b) despite clause 51.3(a), immediately notify the Principal if it becomes aware that a Subcontractor intends to exercise a statutory lien under section 11(3) of the Security of Payment Act over any unfixed plant and materials supplied by the Subcontractor for use in connection with the carrying out work forming part of the Works; and</i> <i>(c) ensure that any subcontract or any arrangement that the Contractor has with a Subcontractor contains terms equivalent to the terms of this clause 51.3, so as to enable the Contractor to comply with its obligations under this clause 51.3.</i> <p>51.4 Payment</p> <ul style="list-style-type: none"> <i>(a) To the extent permitted by law, the Contractor's entitlement to be paid by the Principal for any amount stated in a payment claim submitted by the Contractor, is conditional upon the Contractor first providing the Principal with a valid tax invoice for the approved amount.</i> <i>(b) Payment of moneys for which the Principal has become liable to pay the Contractor by reason of the Security of Payment Act shall not be evidence of the value of Works, an admission of liability or evidence that the Works has been executed satisfactorily, but shall be payment on account only.</i> <p>51.5 Indemnities</p> <p><i>The Contractor must indemnify the Principal from and against any claim, demand, action, suit or proceeding and all damages, losses (including financial losses), expenses or costs (including legal costs on a full indemnity basis) suffered or incurred by the Principal arising out of and in connection with:</i></p> <ul style="list-style-type: none"> <i>(a) a suspension by a Subcontractor of work (which forms part of the Works) under the Security of Payment Act;</i> <i>(b) a Subcontractor exercising a statutory lien under the Security of Payment Act over unfixed plant and materials supplied by the Subcontractor for use in connection with the carrying out work forming part of the Works;</i> <i>(c) a failure by the Contractor to comply with any of its obligations under clause 51.3; or</i> <i>(d) a failure by the Contractor to pay any Subcontractor.</i>
3.5	<p>52 GOODS AND SERVICES TAX</p> <ul style="list-style-type: none"> <i>(a) Unless specifically described in this Contract as 'GST inclusive', any sum payable (or amount included in the calculation of a sum payable), or consideration to be provided, under or in accordance with this Contract does not include any amount on account of GST.</i> <i>(b) Where any supply to be made by one party (Supplier) to another party (Recipient) under or in accordance with this Contract is subject to GST (other than a supply the consideration for which is specifically described in this Contract as 'GST</i>

	<p>inclusive'):</p> <p>(i) the consideration payable or to be provided for that supply but for the application of this clause (GST Exclusive Consideration) must be increased by, and the Recipient must pay to the Supplier, an amount equal to the GST payable by the Supplier in respect of that supply; and</p> <p>(ii) the Recipient must pay that additional amount at the same time and in the same manner as the GST Exclusive Consideration payable or to be provided for that supply.</p> <p>(c) If any payment to be made to a party under or in accordance with this Contract is a reimbursement or indemnification of an expense or other liability incurred or to be incurred by that party, then the amount of the payment must be reduced by the amount of any input tax credit to which that party is entitled for that expense or other liability, such reduction to be effected before any increase in accordance with clause 52(b).</p> <p>(d) Notwithstanding any other provision of this Contract, the Recipient need not make any payment for a taxable supply made by the Supplier under or in accordance with this Contract until the Supplier has given the Recipient a tax invoice in respect of that taxable supply.</p> <p>(e) If an adjustment event has occurred in respect of a taxable supply made under or in accordance with this Contract, any party that becomes aware of the occurrence of that adjustment event must notify each other party to that taxable supply as soon as practicable, and all of those parties agree to take whatever steps are necessary (including to issue an adjustment note), and to make whatever adjustments are required, to ensure that any GST or additional GST on that taxable supply, or any refund of GST (or part thereof), is paid no later than 28 days after the Supplier first becomes aware that the adjustment event has occurred.</p> <p>(f) A word or expression used in this clause which is defined in the A New Tax System (Goods and Services Tax) Act 1999 (Cth) has the same meaning in this clause.</p>