

APPOINTMENT OF CONTRACTOR

Item

Item Schedule

1. AGENT

Name: **NSW Real Estate Training College**
Address: **Somewhere, Hornsby NSW 1630**
ABN: Phone: **(02) 9987 2322** Fax: **(02) 9987 2422** Mobile:
Email: **enquiries@realestatetraining.com.au**
Acting Agent for: (Property Owner)

2. CONTRACTOR

Company Name:
Trading Name:
GST Registered: ☐ Yes ☐ No ABN: ACN:
Address:
Contractor Name:
Licence / Card No.: Expiry Date: / /
Phone: Fax: Mobile:
Email:
Contracted Services for:
(Eg plumber, electrician, cleaner etc)

3. CONTRACTOR'S INSURANCE

3.1 Workers Compensation 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

Due Date for Payment: (Reference Date under the Payments Act)
Payment Details:
☐ Bank / Building Society
Bank: Branch:
Account Name:
BSB: Account Number:
☐ Other Name:
Address:

5. SIGNATURES

Contractor's Signature: Agent's Signature:
Dated: / / Dated: / /

Terms of Appointment

1. Appointment of Contractor

The Agent appoints the Contractor to perform the services detailed 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.

2. Procedure

2.1 In response to a request for work from the Agent, the Contractor must:

- (1) produce a written quotation for the cost of the requested work.
- (2) only commence work and incur costs after written authorisation has been given by the Agent to do so.
- (3) ensure work is to all statutory standards, and to the standard expected from a qualified tradesperson.
- (4) ensure all materials used are new unless otherwise authorised by the Agent in writing.
- (5) ensure variations to the authorised work are in writing and signed by both parties.

2.2 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.

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

3. Payment

3.1 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 Landlord shall be responsible for all payments and/or reimbursements to be made to the Contractor.

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

3.3 Upon provision of an invoice a Contractor will be paid as detailed in item (4) which shall be the due date for payment in respect to matters to which the *Building and Construction Industry Security of Payment Act 1999* (Payments Act) applies.

3.4 The parties agree that the Agent may be served with Payment Claims under Section 13 of the *Building and Construction Industry Security of Payment Act 1999* and may serve on the Contractor, Payment Schedules under Section 14 of the Payments Act.

4. Compliance

It is the Contractor's duty to ensure:

- (1) all work is performed in compliance with the *Work Health 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 *Workplace Injury Management and Workers Compensation Act 1989*, *Home Building Act 1989* and all relevant legislation during performance of any work performed for the Agent.

5. Access to Premises

Access to the premises may only be gained in compliance with the *Residential Tenancies Act 2010*. 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 Contractor to call the Tenant to organise access.

6. Contractor's Warranty

The Contractor warrants all services/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.

7. 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 work performed by the Contractor.

8. 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 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.

9. Provision of Documents

The parties agree and confirm documents may be forwarded electronically to a person if that person has provided an email address or facsimile number, for delivery or service of documents, in the Item Schedule to this Appointment.