

APPOINTMENT OF CONTRACTOR

Item

Item Schedule

1. AGENT

Name: **Russell James Peter T/As Pure Rentals**
Address: **PO Box 5152, West End QLD 4101**
ABN: **46272728004** Phone: **(07) 3217 2915** Fax: _____ Mobile: **(07) 3217 2915**
Email: **enquiries@purerentals.com.au**
Acting Agent for: _____ (Property Owner)

2. CONTRACTOR

Company Name: _____
Trading Name: _____ ABN: _____
Address: _____
Contractor Name: _____
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: _____
(Eg plumber, electrician, cleaner, pool safety inspector etc)

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

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 services/works from the Agent, the Contractor must:
- (1) produce a written quotation for the cost of the requested services/works.
 - (2) in respect of domestic building work in excess of \$3,300, issue a work order in the Queensland Building Services Authority approved form. (Approved Form)
 - (3) in respect of non domestic building work in excess of \$1,100, issue a work order in the Approved Form.
 - (4) only commence services/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 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 Lessor 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 Lessor and is not liable to pay the Contractor, except as Agent of the Lessor.
- 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 Payments Act 2004* (Payments Act) applies.
- 3.4 The parties agree that the Agent may be served with Payment Claims under Section 17 of the *Building and Construction Industry Payments Act 2004* and may serve on the Contractor Payment Schedule under Section 18 of the 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 *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.

5. 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 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 services/works 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/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.

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 Agreement.