

**CONFIDENTIAL**

**CANVALE PTY LTD**  
**AND ALL ASSOCIATED BRANDS**

**COMPANY STANDARDS**  
(Policies & Procedures for Contractors)

**SERVICE LEVEL AGREEMENT**

Date of issue: 21 March 2016

# **CONFIDENTIAL**

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## **1 INTRODUCTION**

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Congratulations on your decision to become an accredited CANVALE Contractor.

CANVALE requires all contractors to understand and agree to abide by Canvale's philosophy, work ethics, terms and conditions and work environment whilst undertaking works on our behalf. This document outlines key considerations about undertaking works on our behalf. It also aims to treat each contractor as an individual whilst being encouraged to work as part of our collective team.

Contractors will be notified in writing should any changes to the terms and conditions of their agreement occur.

It is an important aspect of every contractor's introduction to become familiar with the working environment and expectations of CANVALE. Any questions regarding this manual or requests for new policies should be directed to Tim Angell, Executive Assistant to the Managing Director at tim@canvale.com.au

From time to time the Company Standards may be altered to reflect changes in legislation or CANVALE policy. Where a change is made to CANVALE policy, it will not, unless by agreement, substantively diminish the terms and conditions of your agreement.

Sub-Subcontracting - Canvale to be made aware of this situation and the Sub-Sub contractor to be made aware of the Service Level agreement term and conditions and sign onto such, a copy to be provided to Canvale.

## **2 VISION STATEMENT**

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The Vision statement for CANVALE is;

***"Delivering You Outstanding Value...On Time...In Pristine Condition"***

All CANVALE strategies, action plans and the actions of contractors should be aligned with this Vision.

## **3 VALUES**

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At CANVALE our values are;

- a) **Honesty and Ethics:** We believe people do business with people they trust, we do what we say and say what we do, and we walk the talk.
- b) **Customer Focus:** We deliver outstanding value, on time and in pristine condition.
- c) **Quality:** We are never complacent, always striving to improve.
- d) **Communication:** We take time to listen and ensure understanding.
- e) **Teamwork:** We work together to achieve, we treat each other with dignity, respect and professionalism.

## **4 HARASSMENT POLICY**

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Harassment is any unwelcome, offensive comment or action concerning a person's race, colour, language, ethnic origin, sex, gender history, marital status, pregnancy, disability or

political or religious persuasion (belief). It is behaviour towards another contractor or company employee which is intimidating or embarrassing. It is not to be condoned and if necessary disciplinary action will be taken and may lead to the termination of contract at the discretion of Canvale.

It is the responsibility of all contractors to ensure that proper standards of conduct are upheld in the workplace and to ensure the work environment is free from all forms of harassment. Complaints of harassment will be considered seriously and sympathetically and will be attended to promptly and confidentially.

You are required to immediately report any known or suspected examples of harassment to the Project Manager. Any report will be treated in strict confidence.

Should workers be found to have violated the harassment policy, action may include warnings, suspension or the termination of your contracted Works.

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## **5 WORKPLACE BULLYING POLICY**

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CANVALE adopted this policy after consultation with employees and contractors and in compliance with relevant State legislation and is committed to providing and maintaining a safe and healthy environment for all employees, visitors and contractors in the workplace.

Management will ensure that all employees and contractors are aware that workplace bullying is a reportable offence and breaches individual rights and responsibility obligations.

There is to be no act performed on any worksite or premise of the business that can be construed as bullying towards visitors, staff, workmates or contractors. Bullying can be constituted by:

- i) Open aggression
- ii) Shouting obscenities
- iii) Public and private humiliation
- iv) Over ruling authority
- v) Setting unrealistic deadlines
- vi) Reducing work to a level below a persons' capacity
- vii) Interfering with work of others
- viii) Restricting reasonable access of passage to others
- ix) Physical Contact (fighting)

Workplace bullying is an offence and all breaches will be dealt with in accordance with relevant legislation at the time.

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## **6 SMOKING**

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CANVALE maintains smoke free workplaces whether they are sites or offices. All employees, visitors, contractors and clients are expected to refrain from smoking on CANVALE premises or in CANVALE vehicles or vehicles used for CANVALE business.

As most workplaces/sites have a no-smoking policy CANVALE requires all sub-contractors to abide by this condition and all relevant legislation.

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## **7 ALCOHOL & OTHER DRUGS**

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CANVALE recognises the risks to employees/sub contractors when on/off the job from alcohol, drugs, prescribed medications and the impact they may have on the capacity of the sub Contractor to work safely and the way they may affect others in the workplace.

To ensure CANVALE meets its legal obligations and employees/contractors are protected in a reasonably practicable way from the effects of active and inactive use of alcohol and / or drugs, CANVALE requires that:

- i) Contractors shall not consume any alcohol on site
- ii) Contractors shall not consume any illegal drugs, or have them on site at any time or in any circumstances
- iii) If, in the opinion of the site manager, a contractor is at any time found to be in an unfit state to work safely, they will be ordered off site. In some circumstances disciplinary actions may be taken at the discretion of Canvale, return to the work site may be prohibited.
- iv) Contractors who are taking prescription medicine that may affect their ability to work safely are to make the Site Supervisor aware of their circumstances so that appropriate duties/tasks may be assigned.

You are required to comply with the CANVALE Alcohol and Other Drug Policy that requires that you:

- i) Must not, whilst performing work under your contract be under the influence of alcohol or any other drug which might impair your capacity to perform your work efficiently or safely;
- ii) Must not possess, consume or distribute any alcohol, medicines or other drug of abuse while at site or on Canvale's premises;
- iii) Must not, while at work or on site, operate any machinery whilst under the influence of alcohol or other drugs, or at any time operate a vehicle owned or provided by CANVALE whilst under the influence of alcohol or other drugs or any medicines which may effect your performance;
- iv) Must undertake testing for alcohol or other drugs as required by CANVALE and shall provide the results of such testing to CANVALE;
- v) Shall not be paid for any working time lost as a consequence of being in breach of the policy and CANVALE reserves the right to re-assign the contract and deduct costs from any monies due to contractor.

## **8 EMERGENCY PROCEDURES**

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The contractor must familiarise themselves and its employees directly engaged in the works with site specific evacuation procedures before commencing any work.

All Emergencies must be reported to the CANVALE Supervisor as soon as possible. These Emergencies could be OH & S Issues, Fire, Explosions, Bomb threats or any other situation that may threaten the safety of contractors, CANVALE or other personnel.

Where CANVALE provides an Emergency plan the Contractor is required to undertake, implement and induct all related trades to site.

## **9 HOUSE KEEPING**

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Each contractor is expected to take pride in the contract and to ensure that the work areas at the end of each day are kept neat, clean and safe at all times so as not to be a safety risk to yourself or other contractors, clients and the general public.

## **10 REMOVAL OF ITEMS**

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The removal of any of the company's property without authorisation from the Site Supervisor is strictly prohibited (Including off cut production materials).

## **11 KEYS**

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All keys should be held and used by authorised personnel only. Possession or usage of keys with out authorisation is a serious matter. Keys should never be copied with out authorisation. Keys to client premises must be returned to appropriate personnel. Loss of keys will result in recovery of all charges relevant to the loss from the contractor previously possessing the keys

Any keys entrusted to Contractors must be noted and signed for by the Contractor in the key register held by the Site Supervisor.

## **12 CONFIDENTIALITY**

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The contractual relationship between you and CANVALE is founded on trust. Any breach of this trust by you, such as the unauthorised disclosure to a third party of confidential information about the business, it's clients or it's employees, will render you liable to disciplinary action, and/or civil proceedings to restrain you from disclosing the information to a third party or making personal use of it without authority from the Managing Director or for damages if loss to CANVALE results from the unauthorised disclosure.

During the term of your contract or thereafter, you shall not, without express prior written approval of CANVALE, divulge to any organisation, business, media representative or other person whatsoever, information relating to the affairs of CANVALE or its clients or make any public statement in relation to the affairs of CANVALE.

Information relating to the affairs of CANVALE and its clients shall be kept confidential and in particular everything necessary shall be done to maintain the security of Canvale's records, office files and all office machines with the object of preventing any information or material being obtained by any unauthorised person.

Save with the express written consent of the Managing Director you shall not directly or indirectly, or on behalf of any other person or business, during or after the term of this agreement, disclose any design or information regarding products and / or costings produced by CANVALE or on its associates.

You undertake not to disclose information or make statements that cause injury to CANVALE, its clients or their respective standing or commercial viability.

### **13 PRIVACY POLICY**

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CANVALE is committed to comply, regarding information held on contractors, employees and customers, in accordance with the provisions of the Privacy Act 1988 (Cth). Any questions in this regard should be addressed to the Managing Director.

### **14 INTELLECTUAL PROPERTY**

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During your contract relationship with CANVALE you may be exposed to specific patents, proprietary processes and work methods of CANVALE. If, in the performance of your duties, you make any inventions, improvements or discoveries in connection with any processes used or which might be used in the business of CANVALE or any subsidiary or associate company of CANVALE, you must fully, freely and immediately communicate the necessary information to CANVALE, and if so desired by CANVALE execute all documents and do all such acts at Canvale's cost which may be necessary or desirable for the purpose of vesting the same in CANVALE.

Any discovery or invention or secret process or improvement in procedures made or discovered by you in the course of performing your duties and which has or have a connection to the business of CANVALE or any of its subsidiaries or capable of being used or adapted for use therein or in connection therewith, will forthwith be disclosed to CANVALE and will belong to and be the absolute property of CANVALE or such one of its subsidiary companies as may be nominated by CANVALE for that purpose.

As contractor you will, if and when required so to do, (whether during or after the termination of your contract) at Canvale's expense apply or join in applying for letters patent or other similar protection in Australia or in any other part of the world for any such discovery, invention, process or improvement as aforesaid and execute all instruments and do all things necessary to vest the said letters patent or similar protection when obtained and all rights and title to and interest in the name of CANVALE or its nominee absolutely and as sole beneficial owner or in such other person as CANVALE may require.

### **15 BUSINESS ETHICS & CONFLICT OF INTEREST**

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You shall act honestly and lawfully at all times in dealing with CANVALE, Canvale's customers and the public.

While contracted by CANVALE you will not:

- i) Engage in any activity, which harms or has the potential to harm the reputation, business or other interests of CANVALE or any of its customers;
- ii) Attempt to procure CANVALE customers
- iii) Represent yourself as anything other than an CANVALE contractor
- iv) Engage in any works outside of your scope of works directly for the client during the contract period or at anytime within the defects liability period without the prior written permission of Canvale.

## **16 MISREPRESENTATION**

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Any Trade or Subcontractor engaged by Canvale to undertake works on a Canvale project or site does so without claim over the Intellectual property and/ or resultant images, Plans or outcome of the project. Engaged trade or subcontractor are not able to purport or use images, representation or description of works asserting them to be their own. Any marketing of Canvale projects by trades or subcontractors, expressly or implied will be deemed as false or misleading representations against Canvale and subsequently strongly pursued through the legal action.

No branding of subcontractor as far as uniforms, signage, advertising on website etc are to be displayed without prior written consent of the Managing Director

Trades and Subcontractors can make application to Canvale to obtain written approval from the Managing Director of Canvale to use images or projects details. All Applications should be made in writing to Tim Angell, Executive Assistant to the Managing Director, tim@canvale.com.au

## **17 MEDIA**

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No contractor is allowed to make statements on behalf of CANVALE or in regard to any business where CANVALE may be an interested party to any media. All such enquiries must be directed to the Managing Director of CANVALE.

## **18 DRESS CODE**

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CANVALE has the right to expect you to dress in a way, which is suitable for the situation and type of work you do. You must at all times be dressed in such a way that positively reflects on the professionalism and image of CANVALE. To that end any CANVALE contractor must adhere to strict OHSE standards and must provide PPE where required. This includes but is not limited to High visual shirts (navy/orange), long pants, Long sleeve shirts (where a Long Sleeve Policy exists) and steel capped boots, safety glasses etc.

## **19 BEHAVIOURAL STANDARDS**

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CANVALE has high moral principles and expects all employees to respect the beliefs and values of CANVALE, and adhere to the following behavioural standards:

- i) No foul language at any time within CANVALE premises, vehicles or while representing CANVALE at client premises.
- ii) All employees, visitors, contractors and clients must be treated with respect and in an appropriate manner.
- iii) All contractors and their sub-contractors or any visitors or anyone allowed onto site by the contractors must not engage in horseplay practical jokes or any action that could be deemed as unprofessional whilst undertaking their contracted Works.



## **20 SAFETY**

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Occupational Health & Safety in the workplace is not negotiable and is the responsibility of all contractors/employees and associates entering CANVALE premises or CANVALE sites.

All contractors are required to obtain, maintain and be able to present at any time relevant and upto date insurances including but not limited to Workers' Compensation insurance, Product Public Liability insurance and where applicable Professional Indemnity.

Only licensed people who have been trained and qualified by a registered training body in Occupational Health and Safety may be present on CANVALE sites as a contractor; minimum requirement for all personnel: Blue/White construction safety card.

All contractors should undertake a work Site/Task specific Risk Assessment and devise a Safe Work Method statement for each element of works to be undertaken. These will be inspected by CANVALE prior to commencement of work and may require alteration or improvement as advised by Canvale PM and agreed between the two parties prior to commencement of any works.

Skilled trades such as but not limited to Plumbing, electrical, mechanical, refrigeration installations must carry a relevant, current license pertaining to the works that they are carrying out.

Payment of invoices or progress claims will be withheld until all relevant/required documentation(insurances, SWMS, licences) is received by Canvale

## **21 ACCIDENT REPORTING POLICY**

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CANVALE has strict procedures for reporting accidents and/or incidents. You must follow these procedures at all times.

All accidents/incidents must be reported immediately. Following this, the contractor must fill in an accident/incident report form available from the site manager or from the CANVALE Office.

Where an injury takes some time to develop then you should immediately report to your supervisor the late development and what the possible cause is believed to be.

Supervisors will investigate all accident and injury reports and will write a comprehensive report for future reference.

## **22 STANDARD OF WORK POLICY**

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All work performed by contractors must be in a professional workman like manner and must conform to the relevant Australian Standards, Building Code and or licence. Failure to comply with these Standards may result in the contractor returning to the site to complete works to Australian Standards at their expense. CANVALE reserves the right to withhold payments for non-compliance. Where compliance is not achievable, reasonable or practical, Canvale must be notified in writing and grant the relevant approval to proceed prior to commencement of any non compliant works

The sub-contractor warrants that it has the capacity to enter into this agreement, and that it has the skill, technology and human and financial resources necessary to perform its obligations under this agreement.

It is the responsibility of the subcontractor that all materials and works must meet all relevant standards irrespective of what is specified in any drawings, specifications, purchase orders or any other correspondence

A warranty for all goods and services including workmanship to be a minimum of 3 years or as per the specific warranty period agreed in the site specific contract.

Where a contractor is required to be licenced or certified he/she must provide a certificate of compliance on performed works. This will be a condition of payment whether expressly stated or implied.

## **23 INDUCTION**

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It is compulsory that contractors induct their employees/sub-contractors on all CANVALE Standards and procedures outlined in this Service Level Agreement before they commence work on CANVALE sites. The topics on this form must be explained to the employee in detail. The form then filled out correctly and handed to the appropriate Canvale staff member or emailed to tim@canvale.com.au before commencement of contract.

## **24 SAFETY AWARENESS TRAINING CERTIFICATE**

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It is compulsory for all contractors and their employees to hold a current Construction Safety Awareness Certificate "White Card" and comply with their obligations, responsibilities and any relevant Industry Acts/Standards and Regulations.

## **25 COMMUNICATION**

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CANVALE encourages all contractors to maintain a minimum standard of professional communication. This includes but is not limited to

- Return phone messages at your earliest convenience.
- Return of Email messages at your earliest convenience.
- No direct communication with the client unless authorised in writing by an CANVALE representative.

## **26 FAILURE TO COMPLY & DISPUTE RESOLUTION**

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Contractors who fail to comply with any provision of these Company Standards may be subject to disciplinary action, including the possibility of immediate termination of contract.

It is also important to understand that a violation of certain provisions of these Standards may also be a violation of law and may subject the individual contractor involved and / or CANVALE to criminal prosecution or civil liability.

In the event that CANVALE is charged a late completion penalty by the client as a result of poor or sub-standard performance by the contractor, CANVALE reserves the right to charge up to 15% per day of such penalty until works are completed to client satisfaction.

### 25.1 Compulsory conference

(a) If a dispute of difference between the parties arises out of or in connection with this agreement, either party may serve a written notice of dispute or difference on the other which

requires their representatives to meet (Dispute Meeting) within 5 working days to make a bona fide attempt to resolve the dispute or difference.

(b) if the dispute or difference is not resolved within 5 working days of the Dispute Meeting (Negotiation Deadline), the parties must proceed to mediation.

#### 25.2 Mediation

(a) Any mediation is to be conducted by a mediator agreed within 14 days of the Negotiation Deadline or failing agreement, by a mediator nominated by the chairperson of the Master Builders Association, at the request of either party within 28 days of the Negotiation Deadline. The costs of any mediation must be shared equally between the parties.

(b) Any mediation is to be conducted in accordance with the rules for mediation of The Master Builders Association.

(c) If the dispute or difference is not resolved within 14 days after the completion of the mediation process either party may begin legal proceedings.

#### 25.3 Each party must continue to perform its obligations

If a dispute or difference arises out of or in connection with this agreement, each party must continue to perform its obligations under this agreement.

CANVALE reserves the right to elect another party to complete the works and all such costs shall be the liability of the contractor.

## **27 NOTICE OF TERMINATION**

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CANVALE may at any time, and for any reason, terminate your contract for any of the below reasons as per Australian Contract Law;

- Poor Performance/Quality of goods or services
- Discharge for Breach of Contract
- Discharge by Agreement
- Discharge by Frustration

#### 26.1 Termination for cause

(a) If the sub-contractor breaches any obligation under this agreement, CANVALE may give the sub-contractor a written notice requiring the sub-contractor to remedy the breach or show cause within 5 working days. If the breach is not remedied, or the sub-contractor fails to show reasonable cause why it cannot be remedied, within 5 working days, CANVALE may immediately terminate this agreement by written notice to the sub-contractor.

(b) If an insolvency event happens in relation to the sub-contractor, CANVALE may immediately terminate this agreement by written notice to the sub-contractor.

#### 26.2 Termination without cause

The sub-contractor acknowledges that CANVALE may immediately terminate this agreement by written notice to the sub-contractor if the Principal terminates its contract with CANVALE by which CANVALE is undertaking the project which includes the works.

#### 26.3 CANVALE may suspend sub-contractor's access to the site

(a) If CANVALE terminates this agreement prior to practical completion, CANVALE may exclude the sub-contractor from the site.

(b) CANVALE may take possession of any documents, unused materials and equipment intended for incorporation in the works, belonging to the sub-contractor, and may use them in completing the works.

#### 26.4 No further payment

If this agreement has been terminated in accordance with either clause 26.1 or 26.2, CANVALE will, subject to clause 26.5, pay to the sub-contractor any amounts outstanding for progress claims for work carried out prior to that date and for work carried out up to the date of termination but will not be bound to make any other payment to the sub-contractor.

#### 26.5 Set-off

If this agreement has been terminated by CANVALE pursuant to clause 26.1, CANVALE may deduct from any amounts or payments due under clause 26.4, its reasonable estimate of any and all additional costs it has incurred or is likely to incur, for completing the works, including the cost of any delays and damages which may be payable by CANVALE to the Principal, pursuant to the head contract.

## **28 INSURANCE**

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It is the contractor's responsibility to keep the following insurances current at all times while working on CANVALE sites and provide CANVALE with a copy of Certificate of Currency.

All subcontractors are required to provide a certificate of currency for Asbestos Liability

Canvale as the Head Contractor takes no responsibility for any Asbestos liability as this is determined to be the capacity of the trade of contractor engaged

#### 27.1 Insurance of the works

(a) The sub-contractor must, in the joint names of CANVALE, the sub-contractor and all sub-sub-contractors (all of whom are referred to in this clause as "the Insured") for their respective rights and interests, effect insurance on agreed terms and conditions or failing such agreement as shall be reasonably required by CANVALE under a contract works insurance policy or policies which shall at all times cover the whole of the works including any associated temporary works and including material incorporated or to be incorporated therein the property of the Insured or for which they are responsible and whilst on or adjacent to the site of the works, in storage off-site and in transit within Australia to or from the site, all of which are in this clause 27.1 only called "the works", in respect of loss, destruction or damage of or to the property insured, for the full reinstatement and replacement cost.

(b) The sum insured shall take into account, but not be limited to:

(i) the cost of the works, and;

(ii) an amount of not less than \$20,000 to provide for additional costs of demolition and of removal of debris.

#### 27.2 Public liability insurance

(a) The sub-contractor must, in the joint names of CANVALE, the sub-contractor and all sub-sub-contractors (all of whom are referred to in this clause as "the Insured") effect

insurance which at all times covers liability to the public for an amount of not less than \$20 million in respect of personal injury to or death of any person and in respect of any injury, loss or damage to any property, real or personal, including property (other than the works) belonging to CANVALE and the Principal or in which they are interested and where the injury, death, loss or damage arises out of or is caused by the execution of the works. A copy of the certificate of currency is part of Annexure C.

(b) The policy may exclude personal injury to or death of a person who at the time is defined as a worker of the Insured under any legislation in relation to workers' compensation insurance of the State or Territory in which the Works are situated where such claims are made directly by the worker of the Insured or any dependent of such worker.

### 27.3 Workers' compensation and employers' liability insurance

(a) The sub-contractor shall:

(i) obtain insurance, or pay levies or similar charges, as required by any legislation relating to compensation for injured workers;

(ii) where such legislation does not provide indemnity against claims for common law damages by workers, insure against such common law liability in relation to all persons employed by the sub-contractor in or about the execution of the works; and

(iii) ensure that every sub-sub-contractor complies, in relation to the employees of such sub-contractor, with the obligations set out in this sub-clause.

### 27.4 Cross liability

Whenever pursuant to the provisions of:

(a) this clause, insurance is effected in joint names then the policy of such insurance shall provide that the insurer waives all rights, remedies or relief to which it might become entitled by subrogation against any of the parties comprising the Insured and that failure by any Insured to observe and fulfil the terms of the policy shall not prejudice the insurance in regard to any other Insured; and

(b) clause 27.2, insurance is effected in joint names, then such a policy shall further provide that insofar as the policy may cover more than one Insured, all insuring agreements and endorsements with the exception of limits of liability, shall operate in the same manner as if there were a separate policy of insurance covering each party comprising the Insured.

### 27.5 Insurance notices

The sub-contractor shall ensure that each policy of insurance effected as required by clauses 27.1 and 27.2 shall contain provisions acceptable to CANVALE that will:

(a) require the insurer whenever the insurer gives to or serves upon the sub-contractor a notice of cancellation, a notice of renewal or any other notice under or in relation to the policy, at the same time to inform CANVALE in writing that the notice has been given to or served upon the sub-contractor; and

(b) provide that a notice of claim given to the insurer by any one of CANVALE, a sub-sub-contractor and the sub-contractor shall be accepted by the insurer as a notice of claim.

#### 27.6 Periods of insurance

The insurances referred to in clauses 27.1, 27.2, 27.3 and 27.5 have been or shall be effected so as to be in force as and from the date upon which CANVALE makes the site available to the sub-contractor and shall be maintained effective:

- (a) as to the whole of the works in respect of damage to the whole of the works until the date of practical completion.
- (b) in respect of public liability insurance and of workers' compensation and employers' liability insurance until the end of the defects liability period.

Notwithstanding the foregoing provisions of this clause 27.6, the insurance of the works referred to in clause 27.1 shall be continued effective so as to provide cover as work not completed as at the date of completion and so as to provide cover as work resulting from compliance by the sub-contractor with its obligations under the defects liability period clause.

#### 27.7 Evidence of insurance

(a) The sub-contractor hereby acknowledges and warrants that at the time CANVALE makes the site available to the sub-contractor, the sub-contractor will have established insurance policies which comply with all the provisions, terms, conditions, exclusions and excesses for the policies referred to in clauses 27.1 and 27.2 and which permit immediate action by the sub-contractor to avoid loss of life or damage to property as referred to in clause 27.8.

(b) The sub-contractor shall at the request of CANVALE, provide certified copies of policies, cover notes and certificates of currencies to CANVALE in respect of the insurances referred to in clauses 27.1 and 27.2, failing which CANVALE may effect such insurances and the premiums therefor shall be a debt immediately due and owing by the sub-contractor to CANVALE.

(c) Either party shall upon request of the other party produce evidence of currency of any insurance required to be effected under this agreement.

#### 27.8 Procedure as to claims

(a) The sub-contractor shall in writing immediately notify CANVALE of any occurrence, injury, death, loss, destruction or damage likely to give rise to a claim under the policies referred to in clauses 27.1 and 27.2 or of any other matter or thing in respect of which notice should be given by the sub-contractor to CANVALE in terms of those policies and shall thereafter give all such information and assistance as may be reasonably practicable in all the circumstances including, but not limited to, a claim in writing on any form as may be prescribed and give to CANVALE, if requested by CANVALE, a statutory declaration as to any matters connected therewith.

(b) Notwithstanding the foregoing provisions of this clause 27.8, the sub-contractor shall be permitted to take immediate action to avoid loss of life or damage to property where that shall be reasonably necessary in the circumstances and any such action shall not prejudice the position of the sub-contractor under the noted policies in respect of such injury, death, loss, destruction or damage as shall have occurred.

(c) The sub-contractor shall following any loss, destruction or damage leading to a claim under the policy referred to in clause 27.1 within ten (10) days of the loss, destruction or damage submit a progress claim for all executed work so lost, destroyed or damaged.

#### 27.9 Settlement of claims

Upon settlement of any claim under the insurance referred to in clause 27.1, the sub-contractor shall thereupon proceed to reinstate the works or parts thereof lost, destroyed or damaged and CANVALE shall value the reinstatement in accordance with the agreement for the cost of reinstatement and/or replacement of the works or the parts thereof lost, destroyed or damaged. The sub-contractor shall not be entitled to any payments pursuant to this clause 27.9 other than the moneys received in settlement of the claim.

**Public Liability Insurance:** \_\_\_\_\_ (min 1-5 million) \_\_\_\_\_

Policy No: \_\_\_\_\_

Limit of Indemnity \_\_\_\_\_

Expiry: \_\_\_\_\_

Extension of Principals Indemnity: Yes / No

#### **Workers' Compensation Insurance**

Name of Insurer: \_\_\_\_\_ (min 1-5 million) \_\_\_\_\_

Policy Number: \_\_\_\_\_

Expiry Date: \_\_\_\_\_

#### **Motor Vehicle Insurance**

Name of Insurer: \_\_\_\_\_

Policy Number: \_\_\_\_\_

Expiry Date: \_\_\_\_\_

All personnel working on Canvale Sites will hold a

**Safety Awareness Certificate (White Card):** Yes / No

**Electrical Leads will be re-tagged every 3 months:** Yes / No

## **29 PAYMENTS**

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For works under \$20,000 + GST in value, the goods and or services supplied to Canvale shall be payable 30 days after the end of the month in which the goods or services have been received and invoiced by Canvale.

For Works over \$20,000 + GST, an alteration to this payment schedule may be agreed, if requested in writing by the supplier. This may consist of part payments for parts of the goods/services received up to 30 days prior to release of part payment.

All sub-contractors invoices and payment claims should be issued with-in 30 days of the supply of goods/works being completed for Canvale to certify. Invoices received after 30 days and

before 60 days may be delayed in payment, or certified at a lower amount. Invoices submitted beyond 60 days of the completion of works/supply of goods will not be accepted or paid.

Invoices from supplier will only be accepted by post or email; faxed copies will not be accepted or processed for payment.

All invoices require a Purchase Order number supplied by Canvale. This can only follow the acceptance of the proposal to exchange goods and/or services for an agreed fixed price. Failure to do this may result in the payment being made late or not at all.

Suppliers may not charge interest on any overdue payments from Canvale, where there is any cause.

The sub-contractor must prepare a tax invoice for each instalment of requested payment and present that tax invoice to CANVALE prior to payment by CANVALE of the instalment to sub-contractor.

Payment will not be processed until the following documentation has been received by the Contractor:

- (a) Contractor's All Risk Insurance (full replacement value)
- (b) Public Liability Insurance details (\$20 million minimum)
- (c) Workers Comprehensive Cover Insurance details
- (d) Superannuation details



**30 CONTRACTOR ACCEPTANCE OF CANVALE STANDARDS**

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Every effort will be made to pay contractors within 30 days of receiving an invoice by post subject to all details being in order and contract completed to CANVALE satisfaction.

In order to meet the client Standards, CANVALE Standards and Australian Standards, all works performed under CANVALE must be of the highest quality. This Standard is subject to inspection by the appropriate CANVALE staff member.

Invoicing is to be based on an agreed quote, pricelist or negotiated rates and supported by a Purchase Order. Any extra work must have a Variation Form filled out first by the appropriate CANVALE staff member authorising the Scope of Works and variation amount. Any variations to the original Purchase Order must be invoiced separately, using a different Purchase Order supplied by CANVALE

You must sign the following form to acknowledge that you have read and understood all elements of the CANVALE Company Standards. If you do not understand any section of this document, please consult with the appropriate CANVALE staff member for further explanation.

In the event of a project specific agreement coming into agreement that agreement will supersede this document or act as supplemental to this document. Clarification should be sort if you are unclear as to what has been discharge by the project agreement form this SLA

Contractor Name: .....

Address: .....

Phone: .....

Reg No: .....

I have read and understood all of the conditions of this CANVALE Company Standards.

I accept the conditions and policies of my contract as presented in the above document and agree to abide by them. I understand that failure to abide by these conditions may result in disciplinary action which may include the suspension or termination of my contract.

Signed.....  
(Name, Signature, Position and Contractor's Company)

Date: ...../...../.....

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**\*Office Use Only**

Signed and accepted on behalf of CANVALE:

Name: .....

Position: .....

Signed: .....

**31 SUPPORTING DOCUMENTATION**

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Please attach the following information

- Current Public Liability and Workers Compensation Insurance Certificates of Currency
- Certificate of Business Registration
- ABN Registration Details
- For All Licensed Trades a current copy of your License/Registration
- Registered Address
- Contact details (Landline, Email and Mobile where applicable) for the following departments
  - Main Contact Line
  - Accounts
  - Management
  - All staff working on site for Canvale Projects
- At least 3 current (with-in the last 12 months) referees contact details (Name, phone number, email address as a minimum)

**32 REFEREES**

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Referee Name: .....

Phone: .....

Email: .....

Address: .....

Approx. Value: .....

Scope of Works: .....

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Referee Name: .....

Phone: .....

Email: .....

Address: .....

Approx. Value: .....

Scope of Works: .....

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Referee Name: .....

Phone: .....

Email: .....

Address: .....

Approx. Value: .....

Scope of Works: .....

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.....

<b>*Office Use Only</b>					
<b>Y/N</b>	<b>Current Documentation Received</b>	<b>Documentation Checked</b>	<b>Staff Sign</b>	<b>Date</b>	<b>Contractor Approved (TL or MD Sign)</b>
	Certificate of Business Registration				
	ABN Registration				
	Public Liability Insurance				
	Workers Compensation Insurance				
	Trade Registration				
	Registered Address and Contact Details (Admin, Accounts, Management and Relevant Staff)				
	Referees Details Received				
	Referees Contacted				

Additional Information: .....

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**CANVALE**  
PTY. LTD