



Subcontract Order

DO NOT PROCEED UNTIL SIGNED

SUBCONTRACT FOR WORKS AND SERVICES

Subcontract Number	S01-2275-011
Job Number	01-2275
Job Name	HPE Field of Play
Date	8/04/2026
TO	
Company	LF CONSTRUCTION SERVICES PTY LTD
Company ABN	64608911020
Address	Unit 57, 16-18 Wassell Street Matraville NSW 2036
Contact	
Phone	0404 996 250
FROM	
Company	Solutions Plus Built Pty Ltd
Company ABN	88 101 054 086
Address	PO Box 669 Seven Hills NSW 1730
Contact	Joel Alvey
Phone	1300 653 013

In accordance with Section 2.1 of the Solutions Plus Standard Conditions of Contract (Conditions), Solutions Plus directs the Subcontractor to carry out the works or services in this Subcontract. This Subcontract comprises this document and the documents listed below or attached and is subject to the conditions.

Scope of Subcontractor’s Work (Clause 2.1)	REFER TO SOW ATTACHED Any contract signed using units of measure (e.g. hourly, daily, m2) must be signed off daily by the Solutions Plus site supervisor or representative. Evidence of sign-off must be supplied with each and every progress claim or tax invoice.																								
Site	1 Bridge Rd, Hornsby, NSW, 2077																								
Subcontract Documents	Specifications and Drawings attached. Solutions Plus Standard Conditions of Contract () Subcontract Declaration																								
Commencement Date	18/05/2026																								
Date for Completion	15/10/2026																								
Liquidated Damages	\$250.00 per day.																								
Description	CONCRETE INSTALLATION																								
Price (Clause 11.1)	\$ 324,015.06 ex-GST Lump Sum and or Schedule of Rate Based on the following contract break-down <table><thead><tr><th>Description</th><th>Qty</th><th>Rate</th><th>Unit</th></tr></thead><tbody><tr><td>Form, Reinforce, Pour and Exposed Aggregate</td><td>2,322.0000</td><td>\$66.25</td><td>M2</td></tr><tr><td>Install Key Joints</td><td>1,284.0000</td><td>\$13.00</td><td>m</td></tr><tr><td>Form, Reinforce, Pour and Finish Pram Ramp</td><td>2.0000</td><td>\$550.00</td><td>Each</td></tr><tr><td>Stairs</td><td>1.0000</td><td>\$12,850.00</td><td>Item</td></tr><tr><td>Form, Reinforce, Pour and Broom Finish</td><td>4,047.0000</td><td>\$34.48</td><td>M2</td></tr></tbody></table> (In the absence of any agreement to the contrary, the Schedule of Rates is the schedule of rates attached to this Subcontract. Where the Price is a lump sum, the rates will only be used to value variations under Clause 7 of the Conditions)	Description	Qty	Rate	Unit	Form, Reinforce, Pour and Exposed Aggregate	2,322.0000	\$66.25	M2	Install Key Joints	1,284.0000	\$13.00	m	Form, Reinforce, Pour and Finish Pram Ramp	2.0000	\$550.00	Each	Stairs	1.0000	\$12,850.00	Item	Form, Reinforce, Pour and Broom Finish	4,047.0000	\$34.48	M2
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Form, Reinforce, Pour and Broom Finish	4,047.0000	\$34.48	M2																						
Security and Retention (Clause 12.1)	Each Payment: 5%																								
Public Liability Insurance	Policy Number: 118U455791BPK - Expires: 22/01/2027																								
Worker’s Comp Insurance	Policy Number: 122246801 - Expires: 31/10/2026																								
Date for submission of payment claim	On the 25th day of each month.																								

All invoices are to be sent to **invoices@solutionsplus.au** for processing.

Note that commencing works is considered to be agreeing to the terms and conditions outlined in the Solutions Plus Standard Contract, this Subcontract, and all other attachments.

Signed for LF CONSTRUCTION SERVICES PTY **Signed for** Solutions Plus Built Pty Ltd

LTD

Signature

Name

Title

Date

Signature

Name

Title

Date

Annexure A Scope and Extent of Work

THIS ANNEXURE FORMS PART OF THE CONTRACT

SCOPE AND EXTENT OF WORK

THE SUPPLY OF ALL MATERIALS, LABOUR, PLANT AND EQUIPMENT FOR THE CONSTRUCTION OF:

Scope of Works

SOW as per attached SOW document (if applicable):

REFER TO SOW ATTACHED

Note: Nothing in this Schedule will apply if it is inconsistent with the Principal Terms and Conditions or the Key Terms.

General

The subcontractor must maintain effective communication with Solutions Plus in all matters regarding the project.

The subcontractor must make all reasonable efforts necessary to execute works to the satisfaction of Solutions Plus in accordance with the program as amended from time to time.

The Subcontractor is deemed to have examined and is satisfied that it has made all allowances:

The subcontract documents, the site and its surroundings including any existing buildings or other structures and any information made available in writing by Solutions Plus to the subcontractor for the purpose of carrying out the works under contract.

All information relevant to the risk, contingencies and other circumstances having an effect on its price and which is obtainable by making reasonable enquiries, and

Satisfy themselves as to the correctness and sufficiency of its price and that the price covers the cost of complying with all requirements of the subcontract documents and of all matters and items necessary for the due and proper performance and completion of the work described in the subcontract documents.

Claims for variable site conditions access or otherwise will not be acknowledged or accepted.

Scope of Works

Standard Specifications:

In the case of a conflict between the referenced standard specification or code and this specification, the more stringent provisions shall apply.

The subcontractor, upon request, shall furnish a certificate from the manufacturers that the materials or products delivered to the project meet the requirements of the relevant standards. However, such certification shall not relieve the Subcontractor of the responsibility to comply with added requirements of the specification.

The subcontractor, upon request, shall furnish a certificate confirming installation meets all relevant Australian Standards and Industry Standards.

General Site Requirements and Scope Conditions

1. Scope and Responsibilities

- The Subcontractor is to supply **all necessary labour, materials, plant, supervision, and equipment** to complete the Works in accordance with the Subcontract Documents and applicable laws.
- The Subcontractor is deemed to have fully examined:
 - The site, its physical conditions and access;
 - All Subcontract Documents;
 - All relevant risk, contingencies, and other conditions affecting the Works.

No claims for site access conditions, unforeseen circumstances, or document discrepancies will be entertained unless explicitly approved.

2. Communication and Coordination

- Maintain **regular and responsive communication** with Solutions Plus and other subcontractors.
- Attend all required meetings, including:
 - Site Coordination
 - Safety and Induction
 - Programme and Progress
- Ensure adequate coordination with other trades; **no claims for out-of-sequence or conflicting works** will be accepted.

3. Site Inductions and Safety Compliance

- All personnel must:
 - Complete Solutions Plus site induction;
 - Comply with site-specific SWMS, PPE requirements, and WHS protocols;
 - Be inducted into the Subcontractor's own work methods.
- The Subcontractor must provide:
 - SWMS and Safe Work documentation;
 - Verification of Competency for all operators;
 - Copies of licenses and training records upon request.

4. Programme and Attendance Requirements

- Working hours: **6 days per week**, 7:00 am to 5:30 pm (or as directed to meet programme), but must always comply with DA conditions or authority regulations.
- The Subcontractor must:
 - Provide **sufficient labour and supervision** to meet the programme;
 - Include allowances for overtime and shift work as necessary;
 - Accelerate or resequence work without additional cost if required to maintain overall programme.

5. Plant, Tools, and Temporary Facilities

- Subcontractor to supply all:
 - Tools, hand tools, and power tools (with electrical tagging);
 - Lifting gear, access equipment, and plant required for the work;
 - Materials handling equipment and storage protection.
- **Storage on site is limited** and must be agreed in writing. Subcontractor is responsible for:
 - Securing materials and plant;
 - Protecting from damage, theft, and weather;
 - Cleaning up after deliveries.

6. Work Quality, Protection, and Rework

- The Subcontractor shall:
 - Execute works to Australian Standards, industry best practice, and to the satisfaction of Solutions Plus;
 - In the case of a conflict between the referenced standard specification or code and this specification, the most stringent provisions will apply.
 - The subcontractor, upon request, shall furnish a certificate from the manufacturers that the materials or products delivered to the project meet the requirements of the relevant standards. However, such certification shall not relieve the Subcontractor of the responsibility to comply with added requirements of the specification. Provide a competent, English-speaking supervisor at all times;
 - Protect adjacent work and reinstate any damage caused.
- Rework due to:
 - Wet or disturbed conditions;
 - Incorrect tolerances or setout;
 - Inadequate coordination with other trades;
 is at the Subcontractor's sole cost and responsibility.

7. Housekeeping and Environmental Management

- Maintain a clean work area. Remove all waste and excess materials regularly.
- Failure to clean up daily may result in Solutions Plus engaging cleaners and **backcharging** the Subcontractor.
- Comply with all requirements for:
 - Dust suppression;
 - Noise control;
 - Drain protection and spill containment;
 - Material segregation and disposal.

8. Deliverables and Close-Out Documentation

- The following must be submitted a minimum of **four weeks prior to Substantial Completion**:
 □□ Refer to **Annexure B – Final Deliverables Checklist** for full list and requirements.

9. Additional Obligations and Clarifications

- **Sequencing and Return Visits:**
 - The Subcontractor must accommodate return visits or out-of-sequence work required by the construction programme at no additional cost.
- **Survey and Setting Out:**
 - All setting out and levels are to be undertaken by the Subcontractor. Errors or omissions in layout are to be corrected at Subcontractor's cost.
- **Clean Completion:**
 - Remove all plant, equipment, and rubbish on completion.
 - Ensure no trailing works or defect items remain without written agreement.
- **Responsibility for Defects and Protection:**
 - Subcontractor remains responsible for its work until final handover.
 - Damage caused by or to the Subcontractor's work must be rectified immediately at their own cost.

10. Statutory and Code Compliance

- Comply with all applicable legislation, including:
 - Work Health & Safety laws;
 - Industrial Relations laws;
 - Environmental and Building Codes;
 - Australian standards compliance requirements.

Annexure B

Final Deliverables Checklist

This Annexure forms part of the Subcontract. The following items must be submitted by the Subcontractor prior to Final Payment and/or release of Security.

Item No.	Deliverable	Required? (Yes/No)	Submitted (✓)	Notes
1	As-built drawings (PDF,DWG & hard copy)	Yes	☐	Full set, marked up accurately
2	Operation & Maintenance manuals	Yes	☐	Include asset register and contacts
3	Manufacturer/product and construction warranties	Yes	☐	Dated from Date of Completion
4	Rectification of defects – confirmation	Yes	☐	Signed off or evidence of completion
5	Final payment claim	Yes	☐	Must reference subcontract number
6	Final Statutory Declaration (see template)	Yes	☐	See form below
7	Deed of Release	Yes	☐	Executed by authorised officer
9	Site sign-off / demobilisation checklist	Yes	☐	Company site representative to confirm
10	All tools, materials, rubbish removed	Yes	☐	Site to be left clean and safe

Failure to supply all required items may delay final assessment or release of security/retention.

Terms and Conditions

Definitions

Unless the context requires otherwise, the following terms have the meanings set out below:

- **Agreement** means the entire subcontract agreement including the Subcontract Order, Terms and Conditions, Annexures, Schedules, and any referenced documents or attachments.
- **Business Day** means any day that is not a Saturday, Sunday, or public holiday in the State or Territory where the Site is located.
- **Claim** includes any claim for payment, extension of time, variation, cost adjustment, damages, or other relief under or in connection with the Subcontract.
- **Company** means the entity within the Solutions Plus Group that enters into the Subcontract with the Subcontractor. Solutions +, Solutions Plus all mean "company".
- **Completion** means the stage at which the Works are complete except for minor defects not affecting use or operation, and the Subcontractor has complied with all other obligations under the Subcontract.
- **Construction Program** means the project schedule issued by the Company and amended from time to time.
- **Date for Completion** means the date stated in the Subcontract Order or as extended under the Subcontract, by which the Subcontractor must complete the Works.
- **Defects Liability Period** means the period starting on the Date of Completion and continuing for the duration stated in the Subcontract Order or, if none stated, 12 months.
- **Direction** means a written instruction, requirement, or determination issued by the Company or its Representative.
- **Extension of Time (EOT)** means a formal extension to the Date for Completion approved by the Company under the Subcontract.
- **Latent Condition** means a physical condition on the Site which could not have reasonably been identified by a competent Subcontractor prior to commencing the Works.
- **Payment Claim** means a valid written claim submitted by the Subcontractor in accordance with the Subcontract and relevant security of payment legislation.
- **Principal Contractor** means the entity nominated as such under applicable Work Health and Safety legislation.
- **Qualifying Cause of Delay** means a delay event expressly entitling the Subcontractor to an extension of time under Section 9.
- **Retention Amount** means the portion of payments withheld by the Company under Section 6.
- **Schedule of Rates** means the list of agreed unit prices forming part of the Subcontract, applicable to variations or quantity adjustments.
- **Security** means any bank guarantee, retention, or insurance bond provided under the Subcontract to secure performance of the Subcontractor.
- **Site** means the location where the Works are to be performed, as identified in the Subcontract Order.
- **Subcontract** means this Agreement between the Company and the Subcontractor.
- **Subcontractor** means the party named in the Subcontract Order as the contractor engaged to perform the Works.
- **Subcontract Sum** means the amount payable to the Subcontractor under the Subcontract, as adjusted from time to time.

- **Variation** means a change to the scope, quantity, quality, or timing of the Works, made under Section 8.
- **Variation Direction** means a written instruction by the Company to perform a Variation under Section 8.
- **Works** means the scope of works, services, and deliverables the Subcontractor is required to carry out under this Subcontract.

Section 1 BASIS OF ENGAGEMENT & TERM OF SUBCONTRACT

- 1.1 The Subcontractor must carry out the Services with due care and skill required of a qualified and competent Subcontractor in the discipline of trade works.
- 1.2 The Subcontractor is and remains an independent contractor to the Company, and nothing in this Agreement shall give rise to an employment contract (express or implied) in respect of the *Fair Work Act 2010* (Cth).
- 1.3 The Subcontractor has no claim against the Company for any entitlement, remuneration or compensation, including without limitation superannuation, worker's compensation, leave entitlements, allowances or benefits or any equivalent entitlement or benefit payable by the Subcontractor to its employees, sub-consultants, agents, contractors or any other person who is not the Subcontractor.
- 1.4 Neither party shall not be liable to the other for any indirect or consequential loss, nor loss of profit or opportunity incurred or likely to be incurred by the aggrieved party in connection with this Subcontract.
- 1.5 "Solutions Plus Group" refers to any business that is part of Solutions Plus Group Pty Ltd. This includes, but is not limited to, Solutions Plus Built Pty Ltd, Solutions Plus Built Qld Pty Ltd, Solutions Plus Grow Pty Ltd, Turfcare and Plant Hire Pty Ltd, Solutions People Pty Ltd, Solutions (Aust) Pty Ltd, and any other associated entities.

Section 2 SUBCONTRACT WORKS AND DOCUMENTS

- 2.1 **Works**
The Subcontractor shall diligently execute and complete the Works with:
 - 2.1.1 appropriate Materials;
 - 2.1.2 reasonable care and skill,
 strictly in accordance with the Subcontract Documents, best practise and Australian Standards.
- 2.2 **Warranties**
The Subcontractor warrants and represents to the Company that the Subcontractor:
 - 2.2.1 has carefully examined, and satisfied itself that there are no ambiguities, discrepancies or inconsistencies in, the Subcontract Documents and/or the Preliminary Design;
 - 2.2.2 has carefully examined, and satisfied itself as to the accuracy of, all other information made available by the Company to the Subcontractor for the purposes of the Subcontract;
 - 2.2.3 has inspected, and satisfied itself as to the true nature of the physical conditions on, underlying or above, the Site and its surroundings;
 - 2.2.4 has, and shall maintain, suitable qualifications, licenses and experience, and has, and shall maintain, sufficient resources, to diligently execute and complete the Works strictly in accordance with the Subcontract Documents:
 - 2.2.4.1 by the Date for Completion
 - 2.2.4.2 for the Subcontract Sum
 - 2.2.5 The Subcontractor shall, to the extent permitted by law, indemnify the Company against any loss, cost, damage or expense suffered by the Company in connection with a failure by the Subcontractor to comply with the warranties under this subSection.
- 2.3 **Discrepancies**
 - 2.3.1 Should the Subcontractor encounter any discrepancies, contradictions, omissions, ambiguity, errors, faults or inconsistencies in or between the Subcontract Documents, the Subcontractor must promptly notify the Contractor's Representative in writing.
- 2.4 **Subcontractor's Design Obligations**
 - 2.4.1 Where the Subcontractor is required to undertake any design, coordination, detailing, shop drawings, or performance specification activities as part of the Works ("Design Obligations"), the following shall apply:

- 2.4.2 The Subcontractor must carry out all Design Obligations:
- 2.4.2.1 with due care and skill;
 - 2.4.2.2 using competent, qualified personnel;
 - 2.4.2.3 in accordance with the Subcontract Documents, Australian Standards, and all applicable laws.
- 2.4.3 All designs, drawings, and documents produced by the Subcontractor must be:
- 2.4.3.1 fit for their intended purpose;
 - 2.4.3.2 coordinated with the Works and adjacent trades;
 - 2.4.3.3 submitted for review and comment by the Company (or Principal) in accordance with the construction programme.
- 2.4.4 Any review or comment by the Company does not relieve the Subcontractor of its responsibility for the accuracy, sufficiency, or completeness of the design.
- 2.4.5 The Subcontractor must:
- 2.4.5.1 maintain Professional Indemnity Insurance as specified in Section 14;
 - 2.4.5.2 rectify, at its cost, any errors or omissions in its design work;
 - 2.4.5.3 indemnify the Company for any loss, damage, or delay arising from defective design or documentation.
- 2.4.6 The Subcontractor must not commence fabrication or installation of any element requiring design until its shop drawings or design documentation have been reviewed (not necessarily approved) by the Company.
- 2.5 **Latent Conditions**
- 2.5.1 If the Subcontractor encounters latent site conditions that materially differ from those that would reasonably have been foreseen by an experienced contractor:
- 2.5.1.1 The Subcontractor must notify the Company in writing within 2 Business Days, providing full details and supporting information.
 - 2.5.1.2 The Company will, at its discretion, determine whether a Variation or extension of time is warranted.
 - 2.5.1.3 No entitlement arises unless this process is followed strictly.
- 2.6 **Company Representative**
- 2.6.1 The Company may appoint a Representative who is authorised to issue Directions, assess claims, certify Completion, or otherwise act on behalf of the Company. The Subcontractor must comply with all reasonable Directions of the Company Representative.

Section 3 SUBCONTRACTOR'S POSSESSION AND ACCESS TO SITE

- 3.1 **Subcontractor access**
- 3.1.1 If the Subcontractor is not acting as the Principal Contractor, they will not have sole possession of the Site and will only access areas necessary for their work. The Subcontractor must cooperate with the Company's other subcontractors and ensure their work does not interfere with others.
 - 3.1.2 The Subcontractor acknowledges that access may be limited or disrupted by other works and has accounted for potential delays in the Subcontract Sum. Any claims related to access or delays are limited to an approved extension of time, and the Subcontractor releases the Company from any associated costs.
 - 3.1.3 The Subcontractor is responsible for the security and protection of their materials, tools, equipment, or machinery. These items must be stored securely in a pre-approved location and insured. The Company is not liable for any loss or damage to the Subcontractor's tools or equipment.
 - 3.1.4 All subcontractors must complete the HammerTech safety requirements, before attending site. Access to site will not be granted until these requirements are met.

Section 4 SUBCONTRACTING OF THE WORKS BY SUBCONTRACTOR

- 4.1 **Subcontracting generally**
- 4.1.1 The Subcontractor must not subcontract the whole of the Works under the Subcontract, but may, with the prior written consent of the Company. If the company approves in writing a subtrade the Subcontractor assumes all responsibility and liability for that subtrade. All the identical conditions of this contract must be used as a minimum for any subtrade contract if approved.

Section 5 PAYMENT

- 5.1 **Payment**
- 5.1.1 the Company shall pay the Subcontract Sum to the Subcontractor in accordance with this Section.
 - 5.1.2 The Subcontractor can submit one valid Payment Claim on the specified Reference Date.
 - 5.1.3 Payment Claims must be emailed to **invoices@solutionsplus.au** and the Project manager of the project and the representative noted in this subcontract, all claims must include the subcontract or work order number to be valid.
 - 5.1.4 If the Company assesses the claim and finds a different amount is payable, or no amount is payable, or if an amount is payable by the Subcontractor to the Company, the Company will notify the Subcontractor within the time required by the SOP Act, stating the reasons for any discrepancies).
 - 5.1.5 The Company shall pay the Subcontractor, within 35 days from the end of the month payment claim or invoice was made. Or if relevant, an earlier time prescribed in the Work Order, the amount, if any, that the Company has assessed as payable to the Subcontractor under the Subcontract in relation to that particular Payment Claim ("**Progress Payment**").
 - 5.1.6 If the Subcontractor owes money to the Company, it must be paid within 5 business days after receiving a written demand
 - 5.1.7 Progress Payments are on account only, except for claims within 28 days after the Defects Liability Period.

- 5.1.8 If the Subcontractor does not dispute the Progress Payment within 10 business days, it is considered accepted in full, and no further claims can be made except for retained amounts.
- 5.1.9 If the Subcontractor fails to submit a valid Payment Claim within 28 days after the Defects Liability Period, no further claims can be made, except for any retained amounts.
- 5.1.10 As a condition precedent to Final Payment or the release of any Retention or Security, the Subcontractor must submit all deliverables listed in Annexure B to the satisfaction of the Company.

Section 6 RETENTION

- 6.1 **Retention**
 - 6.1.1 The Company may deduct and retain an amount to a maximum of 10% of the amount of any Progress Payment due to the Subcontractor until the total amount retained equals 5% of the Subcontract Sum.
 - 6.1.2 The Retention Amount is for the purpose of ensuring the Subcontractor's due and proper performance of the Subcontract.
 - 6.1.3 On the Date of Completion:
 - 6.1.4 The Company will pay any balance of the Retention Amount or any Substitute Security or Further Substitute Security retained by the Company after a payment claim is submitted by the Subcontractor.

Section 7 BACKCHARGES

- 7.1 **Backcharge**
 - 7.1.1 If the Claimed Amount is a claim for damages, the Company shall give to the Subcontractor written notice:
 - 7.1.1.1 particularising the Backcharge including, if practicable, a reasonable quantification of the Backcharge;
 - 7.1.1.2 stating the Company's intention to reduce any amount payable to the Subcontractor under the Subcontract by the Backcharge.
 - 7.1.2 Any Payment Schedule issued by the Company to the Subcontractor shall be taken to be a Backcharge Notice, providing the Payment Schedule, in substance, addresses the relevant matters referred to in Section 5.
- 7.2 **Recourse to Security**

If the Company gives to the Subcontractor written notice:

 - 7.2.1 particularising a Debt, including the quantification of the Debt or Admitted Backcharge;
 - 7.2.2 stating the Company's intention to use any Retention Amount or reduce the amount of, the Debt or Admitted Backcharge, within 28 Days after the Company becomes aware, or ought reasonably to have become aware, of the Company's entitlement to obtain the Debt, the Company may use any Retention Amount or convert and use any Substitute Security or Further Substitute Security, in whole or in part, to obtain, or reduce the amount of, any Debt or Admitted Backcharge.

Section 8 VARIATIONS

- 8.1 If the Company proposes a Variation, the Subcontractor must, within 2 Business Days of receiving the Direction, provide a written notice detailing:
 - 8.1.1 The feasibility of the proposed Variation;
 - 8.1.2 The scope of additional or modified work required;
 - 8.1.3 The impact on the Date for Completion;
 - 8.1.4 The cost breakdown of the proposed Variation;
 - 8.1.5 Any other information specified in the Direction.
- 8.2 The Company may issue a Variation Direction at any time before the Defects Liability Period ends.
- 8.3 If the Variation Direction increases the scope of the Works, the Subcontractor must promptly execute the Variation. If the Variation Direction decreases the scope of the Works, the Company may adjust the Date for Completion accordingly.
- 8.4 If the Subcontractor believes a Direction constitutes a Variation, but it is not formally a Variation Direction, the Subcontractor must request a Variation Direction before complying.
- 8.5 Within five business days of receiving a Request for Variation Direction, the Company may:
 - 8.5.1 Issue a Variation Direction;
 - 8.5.2 Withdraw the original Direction;
 - 8.5.3 Determine that the Direction is not a Variation and instruct the Subcontractor to proceed.
- 8.6 The Subcontractor cannot claim for a Variation without a formal Variation Direction issued by the Company.
- 8.7 Subject to approval by the company, the Subcontract Sum will be adjusted for a Variation based on:
 - 8.7.1 An agreed price or method for determining the price;
 - 8.7.2 If no agreement, a reasonable price determined by the Company, including applicable rates for labour or materials and a reasonable allowance for profit and overheads.

Section 9 TIME

- 9.1 **Commencement**
 - 9.1.1 The Subcontractor must start the Works at the specified Time for Commencement in the Work Order.
- 9.2 **Progression of Works**
 - 9.2.1 The Subcontractor must diligently execute and complete the Works by the specified Completion Date in the program.
 - 9.2.2 The Company may issue and update a Construction Program. The Subcontractor must comply with these updates at no additional cost.
 - 9.2.3 The Company may change:
 - 9.2.3.1 The timing for commencement, execution, and completion stages of the Works.
 - 9.2.3.2 The sequence of the various stages of the Works.
 - 9.2.4 The Company may, with written notice, direct the Subcontractor to:

- 9.2.4.1 Stand down or suspend the Works.
 - 9.2.4.2 Demobilise or re-mobilise from the Site.
 - 9.2.5 If the Work Order allows for a Variation for Stand Down or Demobilisation/Re-mobilisation Costs, the Subcontractor may claim a Variation per Section 8.
 - 9.2.6 The Subcontractor confirms sufficient allowance in the Subcontract Sum for timing and sequencing risks, except for changes leading to an earlier Completion Date.
 - 9.2.7 Issuing a Construction Program does not:
 - 9.2.7.1 Grant any extension of time to the Subcontractor.
 - 9.2.7.2 Set time at large.
 - 9.2.8 If the Company determines that the Subcontractor lacks sufficient resources, it may direct the Subcontractor to obtain additional resources. Failure to comply allows the Company to secure resources on behalf of the Subcontractor, with costs billed to the Subcontractor.
 - 9.2.9 Allowing the Subcontractor to follow a Recovery Program does not adjust the Completion Date or affect the Company's rights.
- 9.3 Completion**
- 9.3.1 The Subcontractor must complete the Works by the specified Completion Date.
 - 9.3.2 15-20 days before anticipated completion, the Subcontractor must notify the Company.
 - 9.3.3 Upon completion, the Subcontractor must issue a Notice of Completion.
 - 9.3.4 Within 10 Business Days of receiving the Notice of Completion, the Company will:
 - 9.3.4.1 Issue a Certificate of Completion, or
 - 9.3.4.2 Provide reasons if Completion is not achieved.
 - 9.3.5 Failure by the Company to comply with 9.3.4 is not a breach.
 - 9.3.6 Disputes regarding Completion must follow the dispute resolution process within 10 Business Days.
- 9.4 Extensions of Time**
- 9.4.1 The Subcontractor may claim an extension if delayed by a Qualifying Cause of Delay.
 - 9.4.2 Notice of Delay must be given within 2 Business Days of the delay.
 - 9.4.3 Within 5 Business Days of delay cessation, the Subcontractor must submit an Extension of Time Claim.
 - 9.4.4 Failure to comply with these requirements results in loss of extension rights.
 - 9.4.5 No extension is granted for delays caused by non-Qualifying Causes of Delay.
 - 9.4.6 The Company will assess the claim and issue an Extension of Time Direction within 20 Business Days.
 - 9.4.7 The Company may, at its discretion, extend the Completion Date at any time before the Defects Liability Period ends.
 - 9.4.8 Failure to issue an Extension of Time Direction does not set the Completion Date at large.

Section 10 COSTS OF DELAY

- 10.1 The Subcontractor:
 - 10.1.1 warrants and represents that the Subcontract Sum allows a reasonable amount for any loss, cost, damage or expense to the Subcontractor arising out of, or in connection with, any delays in the bringing of the Works to Completion by Qualifying Causes of Delay and agrees not to make any claim for any for a delay or costs associated.

Section 11 LIQUIDATED DAMAGES

- 11.1 If the Subcontractor fails to bring the Works to Completion by the Date for Completion, the Company shall be entitled to liquidated damages, at the rate provided in the Work Order, as a debt due and payable by the Subcontractor to the Company for every day after the Date for Completion to and including the earliest of the Date of Completion or termination of the Subcontract.
- 11.2 The Subcontractor agrees that the rate of liquidated damages provided in the Work Order is a genuine pre-estimate of the loss that the Company is likely to suffer if the Subcontractor fails to bring the Works to Completion by the Date for Completion.

Section 12 DEFECTS LIABILITY PERIOD

- 12.1 Before the Defects Liability Period expires, the Subcontractor must fix any defects in the work.
- 12.2 The Company can issue a notice to the Subcontractor to fix defects. This notice will:
 - 12.2.1 Identify the defect,
 - 12.2.2 State the deadline for fixing it,
 - 12.2.3 May include a start date for the rectification.
- 12.3 The Subcontractor must fix the defect promptly and with minimal disruption, following the Company's instructions, and at their own expense.
- 12.4 If the Subcontractor doesn't fix the defect, the Company can do it without notice and charge the Subcontractor for all related costs, including administrative and supervisory expenses.

Section 13 COMPLIANCE WITH LEGISLATION

- 13.1 The Subcontractor shall comply with all legislation, statutory requirements, including any requirement arising under delegated legislation or any direction from a local government or other statutory body or person having jurisdiction relevant to the Works, and other laws relevant to the Works.

Section 14 INSURANCE

- 14.1 On or before the Time for Commencement, the Subcontractor shall affect the following policies of the insurance:
 - 14.1.1 Public and product liability for the minimum value of \$20,000,000 for any one occurrence, and in the aggregate;
 - 14.1.2 Where the Works involves any design aspect, a professional indemnity insurance policy for the minimum value of \$5,000,000, to be maintained for seven (7) years after the completion of the Works;

- 14.1.3 Statutory insurance for worker's compensation, as required by law, or if the Subcontractor is a sole trader or in respect of the directors of the Subcontractor's company, a personal injury protection insurance.
- 14.1.4 Comprehensive motor vehicle and plant and equipment insurance.
- 14.2 The Subcontractor shall immediately provide copies of the policies of insurance and receipts for payment of premiums or such other evidence as to the currency of such insurances as requested by the Company in writing from time to time.

Section 15 WAGES, CONDITIONS AND INDUSTRIAL MATTERS

- 15.1 The Subcontractor shall comply with the terms and conditions of any award or agreement relating to the wages and conditions of the Subcontractor's employees, servants, Subcontractors or agents.

Section 16 CIVIL LIABILITY AND PROPORTIONATE LIABILITY LEGISLATION

- 16.1 To the extent permitted by law, it is agreed that:
- 16.1.1 if any of the provision in any Proportionate Liability Legislation are applied to any claim by the Company against the Subcontractor, whether in contract, tort (including negligence) or otherwise, the Subcontractor will indemnify the Company against any cost, expense, loss and damages that forms part of a claim by the Company against the Subcontractor, including any failure of the Subcontractor's Subtrades to comply with the requirements of Section 5, that the Company is not able to recover from the Subcontractor because of the operation of the Proportionate Liability Legislation; and
- 16.1.2 the powers conferred and restrictions imposed on a court by the Proportionate Liability Legislation are not conferred on any mediator appointed under Section 19 to this Agreement, and any such mediator or alternative dispute resolution practitioner will have no power to make any binding or non-binding determination in respect of a claim by applying or considering the provisions of the Proportionate Liability Legislation which might, in the absence of this Section, have applied to any dispute resolution matter.

Section 17 GENERAL INDEMNITY

- 17.1 The Subcontractor indemnifies the Company and its employees, agents and consultants ('Indemnified Parties') to the maximum extent permitted by law from and against all losses (including direct, indirect, liquidated and consequential loss), damages, liabilities, actions, suits, claims, demands, costs and expenses (including reasonable legal fees on a full indemnity basis) which the Indemnified Parties may suffer, sustain or incur as a result of any:
- 17.1.1 breach by the Subcontractor of its obligations under this Agreement;
- 17.1.2 injury to person, death or damage to property in connection with the undertaking of the work under the Contract by the Subcontractor or its Subtrade Contractors;
- 17.1.3 fraudulent, unlawful, negligent or wrongful conduct, act or omission, on the part of the Subcontractor or its Subtrade Contractors in connection with the undertaking of the work in connection with this Agreement; and
- 17.1.4 to the extent the Proportionate Liability Legislation applies, the difference between the amount the Company would have been entitled to recover from the Subcontractor but for the Proportionate Liability Legislation, and the amount of damages which a court determines the Subcontractor must pay to the Principal arising out of or in connection with this Agreement or the Works, including as a result of the insolvency or incapacity of a concurrent wrongdoer to pay any damages awarded to the Principal.
- 17.2 The indemnities in this Section shall be reduced proportionally to the extent that a negligent act or omission of the Principal or its consultants, agents or other contractors (not being employed by the Subcontractor) may have contributed to the loss, damage, liability, action, suit, claim, demand, cost or expense.
- 17.3 The Company indemnifies the Subcontractor against all Loss suffered or incurred by the Subcontractor which is directly caused by:
- 17.3.1 the Company's breach of this Period Subcontract;
- 17.3.2 any negligent act or omission, or wilful misconduct, of the Company or its Personnel (other than the Subcontractor); or
- 17.3.3 any claim by a third party to the extent that the claim arises from the matters in paragraphs above
- 17.4 Common limitations
- 17.4.1 Exclusions – Neither party is liable to the other under this clause 17 for any loss of profit, loss of revenue, loss of opportunity, or any indirect or consequential loss, except to the extent those losses are payable to a third party under clause 17.1
- 17.4.2 Proportionate liability – The parties acknowledge that Part 4 of the Civil Liability Act 2002 (NSW) (and any analogous legislation) may apply and agree that nothing in this clause 17 limits any statutory right of a party to contribution or proportionate liability.
- 17.4.3 Insurance first – Before seeking indemnity under this clause 17 a party must, to the extent reasonably available, claim under any policy of insurance that covers the relevant Loss.

Section 18 TERMINATION

- 18.1 If either party becomes insolvent, bankrupt, has a Controller or Administrator appointed, enters a Deed of Company Arrangement, is wound up, or has a mortgagee take possession, the other party can terminate the subcontract with written notice, subject to legal restrictions.
- 18.2 The Company can terminate the subcontract if the Subcontractor:
- 18.2.1 Fails to execute the work diligently,
- 18.2.2 Does not follow the Company's directions,
- 18.2.3 Suspends work without reason,
- 18.2.4 Uses inappropriate materials,
- 18.2.5 Performs work without reasonable care,

- 18.2.6 Fails to follow subcontract documents, or
- 18.2.7 Does not provide proof of insurance when asked.
- 18.3 If terminated:
 - 18.3.1 Rights and obligations revert as if the terminating party had repudiated the subcontract.
 - 18.3.2 The Company can take possession of unfixed materials on-site.
- 18.4 Termination for convenience: The Company can terminate the subcontract at any time for any reason with written notice.
- 18.5 All warranties and indemnities continue after termination.
- 18.6 If terminated under 18.4, the Subcontractor can claim within 90 days for:
 - 18.6.1 Unpaid balance for work done,
 - 18.6.2 Demobilisation costs,
 - 18.6.3 Cost of unfixed materials taken by the Company,
 - 18.6.4 Costs of ordered but not delivered components under certain conditions.
- 18.7 The Company will assess the termination claim and notify the Subcontractor of the amount payable and reasons for any deductions.
- 18.8 Within 25 business days of a valid claim:
 - 18.8.1 The Company will pay any assessed amount,
 - 18.8.2 The Subcontractor must pay any assessed amount due to the Company.
- 18.9 If the Subcontractor doesn't dispute the payment within 10 business days, it is considered accepted in full.
- 18.10 If the Subcontractor fails to submit a claim within 90 business days of termination, they cannot claim any further amounts except for retention or security.
- 18.11 The subcontractor can terminate the works if the company suspends the work for greater than 90 day or materially breaches this agreement.

Section 19 DISPUTE RESOLUTION

- 19.1 If a dispute arises:
 - 19.1.1 Either party may issue a Dispute Notice.
 - 19.1.2 Within 10 Business Days, a senior representative from each party shall meet to attempt resolution.
 - 19.1.3 If not resolved, the Company may elect to refer the matter to mediation.
 - 19.1.4 If mediation fails or is not held within 20 Business Days, either party may commence legal proceedings.
 - 19.1.5 Work must continue during the dispute, unless otherwise agreed or terminated.
- 19.2 Nothing in this section affects either part's rights under the security of payment act.

Section 20 INTEREST

- 20.1 For each day that any amount due and payable by one party to the other party remains unpaid, interest shall accrue on such amount at the rate comprising the annual rate, as published from time to time by the Reserve Bank of Australia, for 90 day bills.

Section 21 NOTICES

- 21.1 Subject to sub-Section 21.2, any notice or other document required to be given or submitted by a party to the other party under the Subcontract shall be taken to have been sufficiently given or submitted for the purposes of the Subcontract:
 - 21.1.1 if delivered by hand to the other party, on the date and at the time of the delivery;
 - 21.1.2 if sent by pre-paid post to the postal address of the other party referred to in the Instrument of Subcontract Agreement, on the date 2 Business Days after the date of posting;
 - 21.1.3 if sent by email to the email address of the other party referred to in the Instrument of Subcontract Agreement, on the date and at the time that the email becomes capable of being retrieved by, or on behalf of, the other party at that email address.
- 21.2 If the time of:
 - 21.2.1 a delivery by hand;
 - 21.2.2 an email becoming capable of being retrieved by, or on behalf of, the other party at its email address referred to in the Instrument of Subcontract Agreement, occurs on a Day that is not a Business Day or after 5:00pm on a Business Day, the notice or other document shall be taken to have been sufficiently given or submitted for the purposes of the Subcontract at 9:00 am on the next Business Day after that Day.

Section 22 WAIVER

- 22.1 Except as expressly provided elsewhere in the Subcontract:
 - 22.1.1 the provisions of the Subcontract shall not be varied, waived, discharged or released for any reason whatsoever;
 - 22.1.2 any failure or delay by the Company in doing something the Company is entitled to do under the Subcontract, shall not amount to a waiver of the Company's entitlement to do it, unless recorded in writing signed by, or on behalf of, both parties.

Section 23 ENTIRE AGREEMENT

- 23.1 If prior to the Subcontract being entered into by the parties, the Subcontractor executed any part of the Works or received any payment from, or on behalf of, the Company in respect of the Works, the Subcontract (including the Terms and Conditions of Subcontract contained in this Schedule 1) on being entered into by the parties, shall be taken to have applied to that executed part of the Works or such payment as if the Subcontract had been entered into by the parties immediately prior to the commencement of the Works or the receipt of any payment by the Subcontractor.
- 23.2 The Subcontract Documents set out the entire agreement between the Company and the Subcontractor in relation to their subject matter, and supersede any agreement between the parties, or anything else said or done by either party, prior to the Subcontract being entered into by the parties in relation to their subject matter.

23.3 To avoid doubt, neither party is entitled to rely on or enforce any agreement between the parties, or anything else said or done by the other party, prior to the Subcontract being entered into by the parties in relation to the subject matter of the Subcontract Documents.

Section 24 CONFIDENTIALITY AND IP

24.1 All intellectual property created by the Subcontractor under this Subcontract vests in the Company upon creation. The Subcontractor must keep confidential and not disclose, reproduce or use any Company-provided or project-related documentation or information, except as necessary to perform the Works.

Section 25 APPLICABLE LAWS

25.1 The laws applicable in the State or Territory in which the Site identified in any Work Order shall govern the Subcontract.

Section 26 NO RISE AND FALL

26.1 To avoid doubt, the parties agree that the Subcontract Sum is a lump sum which shall not be adjusted for any rise and fall in the Subcontractor's costs of executing the Works except as expressly provided elsewhere in the Subcontract.

Section 27 ELECTRONIC EXECUTION

27.1 This Subcontract may be executed electronically or in counterparts. A signed PDF or digital signature shall be deemed an original and binding for all purposes.

Section 28 SPECIAL CONDITIONS

28.1 The Special Conditions, if any, contained in any Work Order given by the Company form part of the Subcontract.

Schedule 1

COMPLIANCE WITH THE CODE FOR THE TENDERING AND PERFORMANCE OF BUILDING WORK 2016

1.1.1. In these Sections:

ABCC	means the body referred to in subsection 29(2) of the Act.
ABC Commissioner	means the Australian Building and Construction Commissioner referred to in subsection 15(1) of the Act.
Act	means the Building and Construction Industry (Improving Productivity) Act 2016.
Building Code	means the Code for the Tendering and Performance of Building Work 2016
Building Contractor	has the same meaning as in the Act.
Building Industry Participant	has the same meaning as in the Act.
Building Work	has the same meaning as in subsection 3(4) of the Building Code.
Commonwealth Funded Building Work	means Building Work in items 1-8 of Schedule 1 of the Building Code.
Enterprise Agreement	has the same meaning as in the Fair Work Act 2009.
Exclusion Sanction	has the same meaning as in subsection 3(3) of the Building Code.
Related Entity	has the same meaning as in subsection 3(2) of the Building Code.
Sub-subcontractor	means a Building Contractor or Building Industry Participant who the Subcontractor has entered, or proposes to enter, into a sub-subcontract with to undertake any of the Works.
Works	means Commonwealth Funded Building Work that is the subject of this Subcontract.

1.1.2. The Subcontractor:

- a. declares as at the date of commencement of this Subcontract in relation to the Works; and
- b. must ensure that during the term of this Subcontract in relation to the Works, that it and its Sub-subcontractors:
- c. comply with the Building Code;
- d. are not covered by, and do not have Related Entities covered by, an Enterprise Agreement that does not meet the requirements of Clause 11 of the Building Code;
- e. are not subject to an Exclusion Sanction;

- f. will only use products in relation to the Works that comply with the relevant Australian standards published by, or on behalf of, Standards Australia;
 - g. unless approved otherwise by the ABC Commissioner, are not excluded from performing Building Work funded by a state or territory government; and
- 1.1.3 Without limiting and notwithstanding Section 1.1.2.c, the Subcontractor will ensure that remedial action is taken to rectify any behaviour on the part of it and its Sub-subcontractors that is non-compliant with the Building Code.
- 1.1.4 The Subcontractor must every six months during the term of this Subcontract advise the Contractor whether:
- a. it has in the preceding 6 months or since it last advised the Contractor, whichever is the earliest, had an adverse decision, direction or order of a court or tribunal made against it for a breach of a designated building law, work health and safety law or the Migration Act 1958; or
 - b. it has in the preceding 6 months or since it last advised the Contractor, whichever is the earliest:
 - i. been required to pay any amount under an adjudication certificate (provided in accordance with a law relating to the security of payments that are due to persons in respect of building work) to a Building Contractor or Building Industry Participant; or
 - ii. owed any unsatisfied judgement debts to a Building Contractor or Building Industry Participant.
- 1.1.5 Compliance with the Building Code does not relieve the Subcontractor from responsibility to perform this Subcontract, or from liability for any defect in the Works arising from compliance with the Building Code.
- 1.1.6 The Subcontractor must notify the ABCC of any breach or suspected breach of the Building Code as soon as practicable but no later than 2 working day after becoming aware of the breach or suspected breach and of the steps proposed to be taken to rectify the breach.
- 1.1.7 The Subcontractor acknowledges the powers and functions of the ABC Commissioner and the ABCC under the Act and the Building Code and will ensure that it and its Sub-subcontractors comply with any requests made by the ABCC and the ABC Commissioner within those powers and functions, including but not limited to requests for entry under Clause 72 of the Act, requests to interview any person under Clause 74 of the Act, requests to produce records or documents under Clauses 74 and 77 of the of the Act and requests for information concerning matters relating to the Building Code under subClause 7(c) of the Building Code.
- 1.1.8 The Subcontractor must only enter into a sub-subcontract for any of the Works where:
- a. the Sub-subcontractor has submitted a declaration of compliance, including the further information outlined in Attachment A to the declaration of compliance, in substantively the same form as the model declaration of compliance applicable to contractors and subcontractors in relation to the Building Code; and
 - b. the sub-subcontract with the Sub-subcontractor contains clauses in substantively the same form as the model contract clauses applicable to contractors and subcontractors in relation to the Building Code.
- 1.1.9 The Subcontractor must ensure that it and its Sub-subcontractor comply with clauses contained in the sub-subcontract referred to in clause 1.1.8.b.

Statutory Declaration

Project	S01-2275-011 (CONCRETE INSTALLATION)	("Project")
Subcontractor	LF CONSTRUCTION SERVICES PTY LTD	("Subcontractor") ("Subcontract")
Date of subcontract with subcontractor	8/04/2026	("Payment Period")
Period covered by this progress claim	18/05/2026 to 15/10/2026	

I, /name/

of /address/

/title/

(Name)

(Address)

(Occupational)

do solemnly and sincerely declare as follows:

1. All employees and workers who are, or have been engaged, by the Subcontractor on the Project have been paid their full remuneration, allowances and other entitlements for work done in connection with the Subcontract during the Payment Period. All payments have been made in accordance with the applicable award or industrial agreement;
2. All monies due and owing by the Subcontractor to all contractors, subcontractors, suppliers, consultants and others who have been engaged by the Subcontractor in relation to the Project, have been duly paid in accordance with the any legislative requirements.
3. All workers and others who have been engaged by the Contractor in relation to the Contract have at the date of submitting the payment claim been paid all moneys due and payable to them in respect of their engagement in relation to the Contract;
4. All payroll tax due in respect of employees who performed the work in connection with the Subcontract, as at the date of submitting the payment claim has been paid;
5. All insurance policies as required under the Subcontract remain in force and all insurance premiums have been paid as required by the insurers;
6. All amounts accrued, due and payable, and which have been included in the calculation of previous payments by the Contractor to the Subcontractor, have been duly paid; and
7. I am authorised to make this declaration on behalf of the above named Subcontractor and I make this solemn declaration conscientiously believing the same to be true and by virtue of the Oaths Act.

Declared at

(Time)

On

(Date)

By

(Name of person making the declaration)

(Signature of person making the declaration)

In the presence of an authorised witness, who states:

I,

(Name of authorised witness)

a

(Qualification to be authorised witness)

certify the Statutory Declaration by the person who made it: (please tick one box from each group)

1. ☐ I saw the face of the person.
 - ☐ I did not see the face of the person because the person was wearing a face covering, but I am satisfied that the person had a special justification for not removing the covering.
2. ☐ I have known the person for at least 12 months.
 - ☐ I have confirmed the person's identity using an identification document and the document I relied on was.

(Describe identification document relied on)

(Signature of authorised witness)

(Date)

Deed of Release

Project S01-2275-011 (CONCRETE INSTALLATION) **Subcontract no.** S01-2275-011
Date 8/04/2026

I/We herewith agree that the contract value carried out by Me/Us on the above project is as follows:

1. ORIGINAL CONTRACT VALUE	\$
2. VARIATIONS – ADDITONS/DEDUCTIONS	\$
3. AMENDED CONTRACT VALUE	\$
4. LESS PROGRESS PAYMENTS TO DATE	\$
5. BALANCE DUE	\$
6. LESS RETENTION	\$
7. AMOUNT PAYABLE	\$

I/We hereby declare that all entitlements and wages due to workmen employed by us in connection with the Subcontract have been paid and there are no wages due or owing to any such workmen.

An entitlement not claimed prior to the date of this deed I hereby waived and not recoverable.

The amount set out in this deed represents the full entitlement under the Subcontract at this date. I/We have no further claim for payment in respect of the Subcontract, (including any contra-charges deducted from progress payments to date) and hereby release Solutions Plus and its employees from all claims and suits of whatever nature arising out of or in consequence of the above project.

This deed does not relieve the Subcontractor of any of its obligations included in the Subcontract, nor does it restrict any of the rights of Solutions Plus. Variations instructed after the above date will not affect the restriction of claims enforced by this deed.

Executed as a Deed

Company LF CONSTRUCTION SERVICES PTY LTD
Address Unit 57, 16-18 Wassell Street , Matraville, NSW, 2036

Signature	Print Name
_____	_____
(Primary signatory)	(Name)

Date _____

Solutions Plus Group of Companies

Signature	Print Name
_____	_____
(Primary signatory)	(Name)

Date



Subcontractor's Statement

REGARDING WORKER'S COMPENSATION, PAYROLL TAX AND REMUNERATION

(Note 1 – see back of form)

New South Wales

For the purposes of this Statement a "subcontractor" is a person (or other legal entity) that has entered into a contract with a "principal contractor" to carry out work.

This Statement must be signed by a "subcontractor" (or by a person who is authorised, or held out as being authorised, to sign the statement by the subcontractor) referred to in any of s175B Workers Compensation Act 1987, Schedule 2 Part 5 Payroll Tax Act 2007, and s127 Industrial Relations Act 1996 where the "subcontractor" has employed or engaged workers or subcontractors during the period of the contract to which the form applies under the relevant Act(s). The signed Statement is to be submitted to the relevant principal contractor.

SUBCONTRACTOR'S STATEMENT

(Refer to the back of this form for Notes, period of Statement retention, and Offences under various Acts)

Subcontractor:

LF CONSTRUCTION SERVICES PTY LTD - ABN: 64608911020

(Business name)

Address:

Unit 57, 16-18 Wassell Street , Matraville, NSW, 2036

(Address of subcontractor)

has entered into a contract with

01 (Solutions Plus Built Pty Ltd) - ABN: 88 101 054 086

(Business name of principal contractor) (Note 2)

Contract number/identifier: S01-2275-011 (Note 3)

This Statement applies for work between: 18/05/2026 and 15/10/2026 inclusive (Note 4), subject of the payment claim dated: (Note 5)

I, a Director or a person authorised by the Subcontractor on whose behalf this declaration is made, hereby declare that I am in a position to know the truth of the matters which are contained in this Subcontractor's Statement and declare the following to the best of my knowledge and belief:

- (a) The abovementioned Subcontractor has either employed or engaged workers or subcontractors during the above period of this contract. Tick [☒ /tick1/] if true and comply with (b) to (g) below, as applicable. If it is not the case that workers or subcontractors are involved or you are an exempt employer for workers compensation purposes tick [☐ /tick2/] and only complete (f) and (g) below. You must tick one box. (Note 6)

All workers compensation insurance premiums payable by the Subcontractor in respect of the work done under the contract have been paid. The Certificate of Currency for that insurance is attached and is dated 18/05/2026. (Note 7)

- (b) All remuneration payable to relevant employees for work under the contract for the above period has been paid. (Note 8)

Where the Subcontractor is required to be registered as an employer under the Payroll Tax Act 2007, the Subcontractor has paid all payroll tax due in respect of employees who performed work under the contract, as required at the date of this Subcontractor's Statement. (Note 9)

- (c) Where the Subcontractor is also a principal contractor in connection with the work, the Subcontractor has in its capacity of principal contractor been given a written Subcontractor's Statement by its subcontractor(s) in connection with that work for the period stated above. (Note 10)

Signature

(Primary Signatory)

Full Name

(Full Name)

Position

Date

Note:

Where required above, this Statement must be accompanied by the relevant Certificate of Currency to comply with Clause 175B of the Workers Compensation Act 1987.

Notes:

1. This form is prepared for the purpose of Clause 175B of the Workers Compensation Act 1987, Schedule 2 Part 5 Payroll Tax Act 2007, and Clause 127 of the Industrial Relation Act 1996. If this form is completed in accordance with these provisions, a principal contractor is relieved of liability for workers compensation premiums, payroll tax and remuneration payable by the subcontractor.

A principal contractor can be generally defined to include any person who has entered into a contract for the carrying out of work by another person (or other legal entity called the subcontractor) and where employees of the subcontractor are engaged in carrying out the work which is in connection with the principal contractor's business.

2. For the purpose of this Subcontractor's Statement, a principal contractor is a person (or other legal entity), who has entered into a contract with another person (or other legal entity) referred to as the subcontractor, and employees/workers of that subcontractor will perform the work under contract. The work must be connected to the business undertaking of the principal contractor.
3. Provide the unique contract number, title, or other information that identifies the contract.
4. In order to meet the requirements of s127 Industrial Relations Act 1996, a statement in relation to remuneration must state the period to which the statement relates. For sequential Statements ensure that the dates provide continuous coverage.

Clause 127(6) of the Industrial Relations Act 1996 defines remuneration 'as remuneration or other amounts payable to relevant employees by legislation, or under an industrial instrument, in connection with work done by the employees.'

Clause 127(11) of the Industrial Relations Act 1996 states 'to avoid doubt, this Clause extends to a principal contractor who is the owner or occupier of a building for the carrying out of work in connection with the building so long as the building is owned or occupied by the principal contractor in connection with a business undertaking of the principal contractor.'

5. Provide the date of the most recent payment claim.
6. For Workers Compensation purposes an exempt employer is an employer who pays less than \$7500 annually, who does not employ an apprentice or trainee and is not a member of a group.
7. In completing the Subcontractor's Statement, a subcontractor declares that workers compensation insurance premiums payable up to and including the date(s) on the Statement have been paid, and all premiums owing during the term of the contract will be paid.
8. In completing the Subcontractor's Statement, a subcontractor declares that all remuneration payable to relevant employees for work under the contract has been paid.
9. In completing the Subcontractor's Statement, a subcontractor declares that all payroll tax payable relating to the work undertaken has been paid.
10. It is important to note that a business could be both a subcontractor and a principal contractor if a business 'in turn' engages subcontractors to carry out the work. If your business engages a subcontractor, you are to also obtain Subcontractor's Statements from your subcontractors.

Statement Retention

The principal contractor receiving a Subcontractor's Statement must keep a copy of the statement for the periods stated in the respective legislation. This is currently up to seven years.

Offences in respect of a False Statement

In terms of s127(8) of the Industrial Relations Act 1996, a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence if:

- (a) the person is the subcontractor.
- (b) the person is authorised by the subcontractor to give the statement on behalf of the subcontractor; or
- (c) the person holds out or represents that the person is authorised by the subcontractor to give the statement on behalf of the subcontractor.

In terms of s175B of the Workers Compensation Act and clause 18 of Schedule 2 of the Payroll Tax Act 2007 a person who gives the principal contractor a written statement knowing it to be false is guilty of an offence.

Further Information

For more information, visit the SafeWork NSW website www.safework.nsw.gov.au, State Insurance Regulatory Authority www.sira.nsw.gov.au, Office of State Revenue website www.osr.nsw.gov.au, or Office of Industrial Relations, Department of Commerce website www.commerce.nsw.gov.au. Copies of the Workers Compensation Act 1987, the Payroll Tax Act 2007 and the Industrial Relations Act 1996 can be found at www.legislation.nsw.gov.au.