



## Blended Services Group – Sub-Contractor Agreement

### Principal

Blended Services Group Pty Ltd  
U3, 1401 Burke Road  
Kew East VIC 3102  
ABN: 45 634 713 554

### Contractor

Company Name:  
Address:  
ABN:  
Company Phone:  
Company Email:

### Accounts Information

Bank Account Name:  
BSB:  
Acc. Number:  
Accounts Phone:  
Accounts Email:

**Please list any Employees being inducted from your Company:**

Employee Name	Employee Email	Employee Phone

All Sub-Contractor Agreements must be submitted to [procurement@blendedservices.com.au](mailto:procurement@blendedservices.com.au) along with all requested insurances from the business and any requested licenses from the individual employees.

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## TERMS AND CONDITIONS OF AGREEMENT

### 1. Purpose

The purpose of this Service Agreement is to ensure a comprehensive service delivery agreement between the Principal and contractor to deliver services within the terms and conditions of Blended Services Group (and all subsidiary companies). All sub-contractors entering this agreement are an extension of the principal and therefore, the contractor must ensure that all obligations outlined in this Service Agreement are met.

The contractor will provide the services to the Principal as set out in this agreement, and in line with the Purchase order terms & conditions (Also attached to this agreement). By entering this agreement, the contractor agrees to all terms and conditions set out and will abide by them for the entire term of the agreement unless otherwise amended through the life of the agreed term by the principal in writing.

### 2. Timing of Agreement

This Agreement will commence on 'DATE' and will continue until the 1<sup>st</sup> anniversary of the agreement date. The principal has the right to extend this agreement by two (2) one-year terms.

The Contractor will provide to the Principal, Services as set out in the Schedule of this Agreement ('the Services'), subject to the terms and conditions of this Agreement.

The Contractor must provide the Services to the Principal in accordance with the requirements of the schedule. The Contractor must comply with any direction or instruction by the Principal and in-line with the purchase order terms and conditions as provided.

The Contractor will report to the Principal, or the authorised representative of the Principal, as and when requested to do so, in respect of the performance of the Services. The Contractor will comply with all reasonable requests of the Principal to provide information or access required to comply with the Principal's obligations.

### 3. Invoicing & Payment Terms

In consideration for the Contractor providing the Services to the Principal, the Principal will make the payment to the Contractor in accordance with the provisions as set out in the Schedule of Agreement "the Services" under the section Fees. Payments will be paid to the Contractor within 45 days end of month of the receipt of a GST- compliant invoice detailing the deliverables in arrears and following verification by the Principal of the successful completion of those deliverables.

Contractors may invoice the Principal on a monthly basis being 30<sup>th</sup> of each month (and the last day of February). All invoices must be broken down into labour and



materials and Purchase Order numbers and values must match that has been provided previously.

Where the Purchase Order Number or Value differs from the details held by the Principle, payment of the particular invoice may be delayed. All efforts will be made to ensure payment of all invoices is made within the terms as set out in this document, however where anomalies occur, these may fall to the following period.

#### **4. Termination**

This Agreement may be terminated by either party, if the Contract shall expire or be terminated for any reason, by the giving of 31 days written notice.

This Agreement may be terminated immediately on the occurrence of any one of the following events:

- a. Upon the cessation of business of either party to this Agreement;
- b. The Contractor commits any material breach of this Agreement;
- c. The Contractor fails to comply with any relevant statutory or regulatory requirement
- d. The Contractor fails to deliver the Services in a quality and timely manner as per the Schedule

#### **5. Confidentiality**

The Intellectual Property of each party prior to entering into this agreement shall remain the property of that party including any improvements thereto and that property will be kept confidential by the other party from any disclosure by the recipient to any other person or corporation in any form whatsoever during the currency of this agreement and for 12 months after the expiry or termination of this agreement unless with the prior written consent of the disclosing party.

Neither party may provide to a third party any data belonging to the other party without permission in writing from the other party. The data of each party shall remain in the possession of that party unless required for the undertaking of the business of the Principal during the event and in that case with the consent of the Principal.

Unless the one party otherwise agrees, all information about, or in any way relating to, that party, its business, transactions, affairs, techniques or processes, or its clients, which the other party obtains or learns during the currency of this agreement is confidential. The Contractor acknowledges that confidential information is solely and exclusively the property of the Principal and vice versa.

Except as authorised or required by this Agreement, the Contractor shall not use or disclose, to any person or persons or Company any confidential information which it obtains or learns in the performance of the Services and vice versa.



The restrictions contained under this clause shall continue to apply for 12 months after the termination of this Agreement but shall cease to apply to information which is in the public domain.

**6. OHS (Occupational Health and Safety)**

The Contractor must manage all Health and Safety responsibilities in line with current legislation. Each contractor must complete the Blended Services Group contractor induction and must be able to demonstrate safe working practices at all times. The Contractor will have a safety management system in place, including an OHS Policy, and actively use SWMS where high risk activity is identified, copies of which Blended Services Group have the right to request copies of at any time.

**7. Property**

All property, including but not limited to documents and copies thereof created by the Contractor under this Agreement, or which came into the possession of the Contractor pursuant to the performance of the Services, are the property of the Principal. All such property must be returned to the Principal immediately upon termination of this Agreement. As required by the Contract between the Principal and the Client, this property vests in the Principal.

**8. Third Party to Contract**

The Contractor will not enter into contracts with third parties for the provision of services by the Contractor while this Agreement is in force unless otherwise agreed in writing by the principal prior to this third party completing any works as part of this agreement. Where a third-party contractor is engaged it will be subject to the Contractors not being placed in a conflict of interest, or in a possible conflict of interest, as between the Contractor's obligations to the Principal under this Agreement. The principal will in no way be liable for any costs for this third-party contractor.

**9. Nature of the Relationship**

The Contractor and the Principal agree that the Contractor will provide the Services to the Principal as a Contractor and will not be in the partnership with the Principal or an employee, servant or agent of the Principal for any purposes whatsoever.

**10. Insurance**

The Contractor agrees to perform and observe all obligations and requirements of it by law in relation to the Contractor, including but not limited to, paying all necessary taxes, duties and imposts and taking out and continuing all necessary insurances, including public liability, professional indemnity and compliance with workers' compensation obligations.



Prior to any purchase orders being issued, ALL contractors are to provide the Principal with copies of the following documents:

- a. Current Workcover Certificate – (where applicable)
- b. Current Public Liability Insurance
- c. Current Professional Indemnity Insurance – (where applicable)
- d. Current Trade Licences with relevant expiry dates (where applicable)

We will also ask for a current Police Checks and Working with Children Check for all employees listed on the title page. This may be mandatory depending on which BSG client you are working on behalf of.

#### **11. Indemnity**

The Contractor hereby indemnifies, and agrees to keep indemnified the Principal and its respective officers, servants, employees and agents, against all losses, liabilities, claims and expenses which arise from:

- a. Any act or omission of the contractor in connection with the services whether at common law, or for breach of stator duty, or under any other statute or law:
- b. Any injury or damage suffered by the Contractor
- c. Without limiting the above, any act or omission of the Contractor that causes or contributes to any loss, liability, claim, or expense being incurred by the principal under or in connection with the Contract.

The Contractor shall take out and maintain adequate insurance to cover its obligations under this Agreement and provide an up-to-date copy of all insurance policies to the Principal.

#### **12. Assignment**

The Contractor may not assign its rights and obligations under this Agreement to any other party, without the consent of the Principal.

#### **13. Variation**

The terms of the Agreement may not be varied otherwise than in writing signed by the Contractor and the Principal.

#### **14. Compliance**

The Contractor shall observe all applicable industrial laws and awards in each sphere of its activities in connection with the Services and carry out the Services under this Agreement in accordance with the highest professional standards.

#### **15. Governing Law**

This Agreement will be constructed and governed by the law of the state of Victoria.



**16. Agreement**

Sub-Contractor Business Details:

\_\_\_\_\_  
Name of Signee:

Date of Signature:

\_\_\_\_\_  
Position of Signee in Company:

\_\_\_\_\_  
Signature:

\_\_\_\_\_

\_\_\_\_\_



## **SCHEDULE 1**

1. Deliver works for Blended Services Group and subsidiaries as per the appropriate work orders from time to time or in-line with planned works program.
2. The Contractor must be available to accept jobs between the hours of 7.30am and 5.00pm Monday to Friday, 52 weeks per year. Where the contractor is not available 52 weeks of the year, the Principal requests a minimum of 4 weeks' notice of the period of unavailability, to allow for suitable coverage of the Contractor's absence.
3. The contractor may be asked to complete works outside of core business hours from time to time and will be provided appropriate details and fees for out of hours trade delivery.
4. Ensure the Contractor is resourced to meet the demand of attending service call outs and meet the principals SLA's as set out on each work order. Performance results to allow the Contractor to analyse performance levels will be provided on a monthly basis.
5. Provide a level of service in keeping with the principals Code of conduct as shown in Appendix 2.
6. Notwithstanding the requirement for the Principal to ensure a consistent work pattern for its own employees, every endeavour will be given, but no guarantee can be provided, to provide the Contractor with a consistent flow of work to allow effective resourcing of its business in providing the service.
7. Ensure that subcontractor vehicles used to provide the Services are:
  - a. Well-maintained;
  - b. Clean & tidy;
  - c. Fit for purpose; and
  - d. Registered and comprehensively ensured;

Vehicles used to provide the Services must be adequately stocked with the appropriate tools, equipment, parts, materials and other items in sufficient quantities that are reasonably required to provide the Services efficiently and professionally.

8. Ensure that sub-contractors used to perform the Services:
  - a. do not have a criminal record (as evidenced by Police criminal history checks conducted by the Contractor);
  - b. are suitably qualified, skilled and experienced;
  - c. are properly and appropriately licensed or certified;
  - d. are clean, neat and tidy in appearance;
  - e. are professional and courteous;

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- f. comply with the Code of Conduct; and
- g. are appropriately attired for the work to be performed or attired in standard issue work uniform in plain colour with no advertising other than the name or logo of the Contractor (or sub-contractor).
- h. At times the Principal will request the Contractor to wear the attire of Longs and Longs from an OHS safety perspective. This is dictated on occasion by a number of clients of the Principal.

The principal may provide appropriately branded uniforms at its own discretion at any time during this agreement which the contractor agrees to wear at all jobs provided by the Principal.

- i. have completed the online induction process as required prior to commencing any works.

The Contractor must ensure that any personnel used to perform the Services comply with any other reasonable requirements stipulated from time to time.

9. Provide a competitive quote for all jobs attended on behalf of the Principal

10. Hours of Work

Normal hour are defined as Monday to Friday between 7:30am and 5:00pm excluding public holidays

After Hours are defined as between 5:00pm and 7:30am Monday to Friday and all weekends and Victorian gazetted Public Holidays

11. Payment Terms

Monthly tax invoice 45 days EOM payable to nominated account

12. Fees (exclusive of GST) – Refer to Appendix 1

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## **APENDIX 1**

### **FEES**

Fee Schedule – Placeholder for Set Rate

Fee Schedule - Quoted works as quoted. A subsequent Purchase Order will be issued to engage you to do any works upon the Quote being accepted.



**APPENDIX 2**

**CODE OF CONDUCT**

The Contractor will ensure that all of the Contractor's employees in the delivery of the Services comply with the following Code of Conduct for providing the Services:

- to treat everyone with respect;
- to respond in a professional, positive and supportive manner;
- to approach the Services with integrity, enthusiasm and commitment;
- to foster a culture in which honesty, openness and fairness are paramount and discrimination or harassment is not tolerated;
- to keep information about customers confidential;
- to refrain from using any information or documents obtained in the course of providing the Services for personal gain;
- to support BSG's commitment to the community and the environment;
- to divulge personal or business interests which appear in conflict with those of BSG;
- to accept responsibility for its actions; and
- to demonstrate its pride in providing the Services.

**This code assumes that relevant Commonwealth and State laws are observed.**

I/We hereby agree to abide to the above terms and conditions of service:

Director/Owner Name:

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Director/Owner Signature:

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Date:

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