

DATED

2024

BETWEEN

**RIVERVIEW PROJECTS (ACT) PTY LIMITED ACN 165 870 539
(Riverview)**

AND

**THE CONTRACTOR IDENTIFIED IN THE DETAILS
(Contractor)**

**Standing Offer – Front Landscaping Services
(NSW and ACT)**



MEYER VANDENBERG

Level 2, 121 Marcus Clarke Street

Canberra City ACT 2601

Telephone: (02) 6279 4444

Facsimile: (02) 6279 4455

Email: email@MVLawyers.com.au

STANDING OFFER AGREEMENT

BACKGROUND

- A. As part of its commitment to Land Owners, Riverview offers to provide Front Landscaping (Works) to Land Owners at Riverview's cost.
- B. Pursuant to this Agreement, Riverview may wish to engage the Contractor from time to time to carry out the Works in accordance with this Agreement.
- C. The Contractor agrees to accept each engagement from Riverview subject to and in accordance with this Agreement and the relevant Contract.
- D. The parties agree that the Terms and Conditions set out in this Agreement will apply to each Contract and that the Terms and Conditions will bind both parties as a separate contract for the Supply specified in the Contract (**Contract**).

DETAILS

Interpretation

Terms and conditions used in these Details have the same meaning in the Terms and Conditions.

RIVERVIEW DETAILS	
Riverview	Riverview Projects (ACT) Pty Limited ACN 165 870 539 in its capacity as agent for and on behalf of the West Belconnen Joint Venture Participants (severally but not jointly) in accordance with their respective participating interests in the West Belconnen Joint Venture
Riverview's Representative	Click or tap here to enter text.
Address	PO Box 434, Kippax ACT 2816
Telephone	1800 316 900
Mobile	Click or tap here to enter text.
E-mail	Click or tap here to enter text.
CONTRACTOR DETAILS	
Contractor	Click or tap here to enter text. ACN Click or tap here to enter text. ABN Click or tap here to enter text.
Contractor's Representative	Click or tap here to enter text.
Address	Click or tap here to enter text.
Telephone	Click or tap here to enter text.
Mobile	Click or tap here to enter text.
E-mail	Click or tap here to enter text.
AGREEMENT DETAILS	
Commencement Date (Clause 2)	Click or tap here to enter text.
Expiry Date (Clause 20)	The second anniversary of the Commencement Date (subject to clause 20)
Works	Front Landscaping

Confidential Text (Clause 33)	Click or tap here to enter text.
Permitted Disclosure (Clause 1.1)	Click or tap here to enter text.
Secure Local Jobs Code (Clause 34)	Does Schedule 5 (Secure Local Jobs Code) apply? Yes
Defects Liability Period (Clause 17)	14 days
Invoicing and Payment (clause 8)	As per the below
(a) Invoice Date	10 Business Days after the Date of Completion. If that day is not a Business Day, then the Invoice Date will be the next succeeding Business Day.
(b) Period for payment	The Invoice is payable by Riverview by the date that is 30 days from the last day of the month that the relevant Invoice was submitted.
Insurance (Clause 5)	Public liability insurance: <i>[If nothing stated, \$20 million.]</i>

EXECUTED AS A DEED

RIVERVIEW

Signed, sealed and delivered by **Stephen Phillip
Harding** as Attorney for and on behalf of **Riverview
Projects (ACT) Pty Limited ACN 165 870 539** in its
capacity as agent for and on behalf of the West
Belconnen Joint Venture Participants under Power of
Attorney dated 30 July 2024 who at the time of signing
has no knowledge of the revocation of the Power of
Attorney:

Name of Attorney: **Stephen Phillip Harding**
Signature of Attorney

Signature of Witness

Name of Witness in full

Address of Witness

CONTRACTOR

Signed by **//insert name of individual//** in the
presence of:

Name:

Signature of Witness

Name of Witness in full

Executed by **//insert name and ACN of company//** in
accordance with section 127 of the Corporations Act
2001:

Name: **//Name//**
Signature of Sole Director/Secretary

Executed by **//insert name of company and ACN//** in)
accordance with section 127 of the Corporations Act)
2001:)
)
)

Name: //Name//
Signature of Director/Secretary

Name: //Name//
Signature of Director

TERMS AND CONDITIONS

1 DEFINITIONS

1.1 Definitions

In these Terms and Conditions and in each Contract the following words and phrases have the meanings given to them in this clause 1 unless the context otherwise requires.

Agreement means this Standing Offer Agreement between Riverview and the Contractor.

Approval includes any approval, consent, authorisation, permit, certificate, permission, licence or similar notification by, from or with any Authority, in relation to the Supply.

Authority includes any ministry, department, government, local government, governmental or semi-governmental authority, agency, instrumentality, council, corporation, other service provider or other legal entity having a responsibility or jurisdiction in relation to the Supply.

Building Code of Australia means the National Construction Code (an initiative of the Council of Australian Governments) as amended from time to time, as applied in the Jurisdiction.

Building Laws means all laws, regulations and standards regulating, or relating to, the building industry, including:

- (a) the Building Code of Australia;
- (b) all laws, ordinances, rules, codes, regulations, guidelines, requirements, and orders of any legislation or local authority applicable to, or having jurisdiction over, the Supply;
- (c) all Workplace Health and Safety Laws;
- (d) all relevant standards of Standards Australia;
- (e) all applicable guidelines for access and mobility;
- (f) all applicable guidelines and regulations for fire safety; and

- (g) all Approvals.

Building Products Safety Act means the *Building Products Safety Act 2017* (NSW) No 69.

Business Day means a day that is not a Saturday, Sunday or public holiday in the Jurisdiction and, for the purposes of the *Security of Payment Act* only, does not include 27, 28, 29, 30, and 31 December.

Commencement Date means the commencement date in the Details.

Completion means that stage in the carrying out and completion of the Works when:

- (a) Riverview (in consultation with the Land Owner) considers that the Works have been completed in accordance with this Agreement and the Contract;
- (b) the Works are fit for their stated purpose;
- (c) all omissions or Defects are limited to items:
 - (i) of a minor nature;
 - (ii) which do not in any material way affect the immediate and normal use of the Works for their stated purpose;
 - (iii) which Riverview's Representative determines (acting reasonably) that the Contractor has reasonable grounds for not promptly rectifying;
 - (iv) the rectification of which will not prejudice the immediate and normal use of the Works by the Land Owner; and
 - (v) which do not cause any legal or physical impediment to the

intended and lawful use and occupation of the Works by the Land Owner; and

- (d) all rubbish, surplus materials, and plant and equipment have been removed from the Site and all parts of the Works have been cleaned to the satisfaction of Riverview;
- (e) all temporary services, plant and equipment, facilities, and amenities have been removed; and
- (f) all Approvals, Documents, and other information necessary for the use, operation, and maintenance of the Works, as directed by Riverview's Representative, have been supplied by the Contractor.

Confidential Text means any text of this Agreement that, for the purposes of the Procurement Act, either party proposes should not be published (as set out in the Details).

Contract means a contract made pursuant to a Purchase Order in accordance with this Agreement and includes the Contract Documents.

Contract Documents include:

- (a) these Terms and Conditions;
- (b) the Price Schedule (if a Purchase Order has been accepted);
- (c) the RFT; and
- (d) the Specifications.

Contractors Debt Act means the *Contractors Debt Act 1997* (NSW).

Contractor's Representative means the person named in the Details as the Contractor's Representative (or a replacement person, as approved by Riverview).

Date for Completion means the date or dates by which the Contractor must complete the Works, as specified in the Contract.

Date of Completion means the date when Completion occurs pursuant to a Contract.

Defect has the meaning given in clause 17.

Defects Liability Period means the period or periods referred to in the Details.

Delivery in relation to a Goods occurs when the Goods have been:

- (a) delivered to the Site; and
- (b) erected or installed at the Site (if the Contract states that Delivery includes erecting or installing the Goods at the Site).

Details means the table headed "Details" as set out at the beginning of this Agreement.

Document(s) include documents, equipment, reports, technical information, plans, charts, drawings, calculations, tables, schedules and data (stored by any means).

Expiry Date means the expiry date in the Details.

Final Completion has the meaning in accordance with clause 18.

Front Landscaping means Landscaping to the front of the Land Owner's dwelling constructed on the Site and to the design selected via the Front Landscaping Application Form.

Front Landscaping Application Form means the application form completed by the Land Owner and provided to Riverview, which identifies the type and extent of the Front Landscaping to be provided.

Ginninderry Project means the development and sale of land by the West Belconnen Joint Venture Participants under the brand name of Ginninderry.

Goods means the goods (if any) described in the Details that are ordered pursuant to a Contract, as described in the Contract and including the Specifications relating to the Goods.

GST has the meaning given to that term by the GST Law.

GST Law has the meaning given to that term by the *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

Home Building Regulation means the *Home Building Regulation 2014* (NSW).

Instruction means an instruction given to the Contractor by Riverview or Riverview's Representative.

Invoice has the meaning given to the term 'Tax Invoice' by the GST Law, and includes a recipient created Tax Invoice and includes a claim for payment by the Contractor for all or part of the Price.

Invoice Date means the date or dates specified in the Details or otherwise agreed to by the parties (in writing).

Jurisdiction means the State or Territory in which the Supply is carried out, as identified in the Contract.

Land Owner means a party that has purchased a block of land in the Ginninderry Project and has provided Riverview with a Front Landscaping Application Form.

Land Owner's Representative means the party identified as such in the Contract.

Manufacturer Warranties means all guarantees and warranties from the suppliers and manufacturers of all goods, materials and equipment, and

Manufacturer Warranty means one of them.

Permitted Disclosure means the specific disclosure set out in the Details and any other disclosure which after the date of this Agreement Riverview may in writing permit.

Personal Information has the same meaning given to it in the *Privacy Act 1998* (Cth) and means information or an opinion about an identified individual, or an individual who is reasonably identifiable:

- (a) whether the information or opinion is true or not; and
- (b) whether the information or opinion is recorded in material form or not.

Price means the price set out in a Purchase Order.

Price Schedule means the Price Schedule in Annexure A to the Purchase Order.

Procurement Act means the *Government Procurement Act 2001* (ACT).

Program means the program (if any) provided by Riverview to the Contractor

as updated, varied or amended from time to time in accordance with these Terms and Conditions.

Project means the project described in the Contract.

Purchase Order means a direction, request or notice by Riverview to the Contractor requesting it to Supply Goods or undertake Works under this Agreement.

RFT means Request for Tender.

Riverview's Representative means the person (or a replacement person) named in the Contract as Riverview's Representative.

Schedule of Rates means the indicative prices and rates (including any lump sum) for the Supply of Goods or the Works, as set out in Schedule 1.

Security of Payment Act means:

- (a) if the Jurisdiction is the ACT, the *Building and Construction Industry (Security of Payment) Act 2009* (ACT); or
- (b) if the Jurisdiction is NSW, the *Building and Construction Industry Security of Payment Act 1999* (NSW).

Site means the site for Delivery of the Goods or performance of the Work, as specified in the Contract.

Special Conditions means the Special Conditions attached to this Agreement at Schedule 4, if any.

Specifications means the detailed description, design, specifications and plans for the Work, as attached to (and forming part of) the Contract for that Work.

Start Date means the date specified in the Contract, on which the Contractor is to start the Supply.

Supply, in relation to Work means the design, construction and supply of that Work including all associated Works and rectification of defects, as described in the Contract (including the Specifications).

Term means the Term of this Agreement, as referred to in clause 2.

Terms and Conditions means these Terms and Conditions (including the Details).

Variation means to vary a Supply by:

- (a) carrying out additional work or supplying additional Goods;
- (b) omitting any part of the Supply; or
- (c) changing the scope of the Supply.

West Belconnen Joint Venture means the unincorporated joint venture of that name between the West Belconnen Joint Venture Participants.

West Belconnen Joint Venture Participants means:

- (a) the Suburban Land Agency, holding a 60% participating interest in the West Belconnen Joint Venture; and
- (b) Riverview Developments (ACT) Pty Limited ABN 34 165 870 557, holding a 40% participating interest in the West Belconnen Joint Venture.

Workplace Health and Safety Laws means all laws relating to workplace health, safety, and rehabilitation including all such laws as in force in the Jurisdiction.

Works means the works and services required for the performance of the Work under this Agreement, as detailed in the Contract (including the Specifications) for that Work.

2 TERM

Subject to clause 20, this Agreement commences on the Commencement Date and ends on the Expiry Date (**Term**).

3 ENGAGEMENT AND ACCEPTANCE

Each time Riverview wishes to engage the Contractor under this Agreement, Riverview must give the Contractor a Purchase Order (including Specifications) detailing the Supply

Each time the Contractor receives a Purchase Order from Riverview:

- (a) if the Price stated in the Purchase Order is in accordance with:

- (i) the Indicative Prices set out in Schedule 1; or

- (ii) a quotation issued by the Contractor pursuant to this clause 3

then the Contractor must promptly sign and return the Purchase Order to Riverview; or

- (b) if the Price stated in the Purchase Order is not in accordance with clauses 3(a)(i) or 3(a)(ii), the Contractor must promptly:

- (i) advise Riverview whether the Contractor agrees to provide the Supply for the Price stated in the Purchase Order; and

- (ii) (subject to the Contractor agreeing in terms of clause 3(b)(i)) sign the Purchase Order and return it to Riverview.

Each signed Purchase Order will bind both parties as a separate Contract for the Supply on the Specifications given.

The Contractor acknowledges and agrees that, if it starts work on a Supply specified in a Purchase Order without first signing the Purchase Order, it will be deemed to have agreed to provide the specified Supply and will be bound as a separate Contract by the conditions of the Purchase Order and the Terms and Conditions, as if it had signed the Purchase Order.

4 CONTRACTOR'S GENERAL OBLIGATIONS

The Contractor must carry out the Supply (including all associated Works) described in each Contract:

- (a) for the Price;
- (b) with all due expedition and without delay;
- (c) to the reasonable satisfaction of Riverview and the Land Owner;
- (d) in accordance with the Contract (including the Specifications);

- (e) in accordance with:
 - (i) all Building Laws; and
 - (ii) all other laws that are applicable in the Jurisdiction,

provided that, to the extent that the Specifications require anything to be done to a higher standard than required by the corresponding Building Law or other law, the Contractor must meet the higher standard;

- (f) exercising a high standard of skill, care and diligence;
- (g) using only qualified, experienced and competent personnel; and
- (h) in accordance with all Instructions from Riverview.

The Contractor must provide everything necessary to carry out the Supply.

Riverview may issue a Program to the Contractor in relation to a Contract. The Contractor must comply with the Program.

At any time prior to the Date of Completion, Riverview may issue an amended Program to the Contractor, and the Contractor must comply with the amended Program.

The Contractor acknowledges and agrees that Riverview may change the Program and may Instruct in what order and at what time the various parts of the Supply must be performed, and:

- (i) any such change or Instruction, or the issuing of an amended Program, will not constitute a Variation nor an acceleration instruction; and
- (j) the Contractor will not have or make any claim in connection with the amended Program or the update, variation or amendment that led to it.

The Contractor must:

- (k) inform itself of Riverview's requirements for each Supply;
- (l) inform itself and keep itself informed as to the

requirements of the Program from time to time; and

- (m) consult with Riverview throughout the performance of the Supply.

Title and risk in Goods transfers to the Land Owner on delivery to the Site pursuant to the relevant Contract (whether or not the Goods are required to be erected or installed, or have been erected or installed, at the Site).

5 INSURANCE

Prior to the Start Date of each Supply, the Contractor must take out and maintain:

- (a) until Final Completion public liability insurance for the minimum amount specified in the Contract; and
- (b) until Final Completion workers compensation or any like insurance as required by law

When asked by Riverview, the Contractor must, within 3 Business Days, produce evidence of the existence and currency of any insurance policy required under this clause 5.

Any insurance required to be effected under clauses 5(a) and 5(b) must include a cross liability clause by which the insurer agrees to waive all rights of subrogation or action against Riverview.

6 INDEMNITY

The Contractor indemnifies Riverview (together with its officers, employees and subcontractors) against any liability, loss, damage, cost, compensation or expense in connection with this Agreement, a Contract or a Supply, arising out of or in connection with any:

- (a) loss or damage to property;
- (b) claims in respect of personal injury or death arising out of, connected to or as a consequence of:

- (i) the carrying out of (or failure to carry out) a Supply; or
- (ii) the Contractor breaching this Agreement;

- (c) default or any unlawful, wilful or negligent act or omission on the part of the Contractor, its officers, employees, agents or sub-subcontractors;
- (d) action, claim, dispute, suit or proceeding brought by any third party in respect of any use, infringement or alleged infringement of that third party's intellectual property rights or moral rights; and
- (e) liability that Riverview may suffer or incur under a statutory warranty in connection with the Supply.

The Contractor's liability to indemnify Riverview under this clause 6 is reduced to the extent that any wilful default or unlawful or negligent act or omission of Riverview, its officers, employees or subcontractors contributed to the liability, loss, damage, cost, compensation or expense.

7 WARRANTIES

The Contractor warrants that:

- (a) at all times it has the financial capacity to perform its obligations under this Agreement or a Contract;
- (b) each Supply will be carried out in a proper and skilful manner consistent with best industry standards;
- (c) each Supply will be fit for its stated purpose;
- (d) any materials used by it will be suitable, new and free from encumbrances and from defects;
- (e) it will ensure that, before commencing any Works required for the purposes of a Supply pursuant to a Contract, it holds all Approvals required to carry out that Supply;
- (f) (in NSW) to the extent they apply to the Works, it is aware of the requirements of the Building Products Safety Act and section 69A of the Home Building Regulation and that the

Supply will be carried out in accordance with the requirements of these laws; and

- (g) it will pay its employees and subcontractors all amounts due in respect of each Supply.

The Contractor warrants that any Goods, materials and equipment provided by it as part of a Supply (including the associated Works) will have Manufacturers Warranties directly in favour of the Land Owner, each for the period of:

- (h) not less than 52 weeks commencing from the Date of Completion; or
- (i) such longer period (if any) as agreed by the parties in writing.

8 INVOICING AND PAYMENT

The Contractor must submit the Invoice at the time referred to in the Details and in accordance with this clause 8.

Before the Contractor is entitled to be paid the approved amount for the Invoice, the Contractor must have provided Riverview with:

- (a) the Invoice in a format approved by Riverview;
- (b) evidence of current insurances required pursuant to clause 5;
- (c) if requested by Riverview, a signed statutory declaration in the form of Schedule 2 and dated the date of the Invoice, that all the amounts due to the date of the Invoice to its subcontractors or employees have been paid and the Supply is in accordance with the Specifications; and
- (d) any other information as required by Riverview.

The Invoice must include all amounts or claims on any account whatsoever with the intent that the Invoice evidences all moneys due and payable to the Contractor for the Supply.

After the date for submitting Invoice, the Contractor releases Riverview from, and is barred from making any claim in respect of, any fact, matter or thing

arising out of, or in any way in connection with the Supply.

On the Invoice Date the Contractor must give to Riverview (by sending it to Riverview's email address as specified in the Details) an Invoice, including any supporting documents Riverview requires.

Riverview is not obliged to make payment to the Contractor unless the Invoice is made in accordance with this Agreement.

The Invoice is payable by Riverview as specified in the Details.

Any payment by Riverview of an Invoice is payment on account only.

Riverview may review and inspect the Supply that was the subject of the Invoice and determine whether or not the Supply has been Completed.

The acceptance of an Invoice and payment shall not be evidence of:

- (e) an admission or acceptance by Riverview of the Supply or an admission of liability or evidence that the Supply was Completed; or
- (f) an admission or acceptance by Riverview of the extent, quality or value of the Supply or part of the Supply Completed.

Riverview has the right to deduct from or set off against amounts owing by Riverview to the Contractor, any amounts of money owing by the Contractor to Riverview.

Any disputes in relation to the calculation of amounts payable pursuant to this clause 8 will be determined by Riverview, acting reasonably.

9 SECURITY OF PAYMENT ACT AND CONTRACTORS DEBT ACT

The Contractor must immediately:

- (a) give Riverview a copy of any notice that it receives from a sub-subcontractor under the Security of Payment Act or the Contractors Debt Act; and
- (b) notify Riverview if a sub-subcontractor suspends the carrying out of its services in connection with this Agreement

or a Contract under the Security of Payment Act.

If the Contractor has failed to pay an amount due and payable to a sub-subcontractor in respect of a Supply, Riverview may pay that amount and recover it from the Contractor as a debt (including by setting off that amount against any amount that Riverview is liable to pay to the Contractor).

The Contractor indemnifies Riverview against all claims, losses and costs suffered by Riverview as a consequence of any action taken by a sub-subcontractor under the Security of Payment Act or the Contractors Debt Act in connection with any Supply.

10 LAND OWNER

The Contractor acknowledges and agrees that the Land Owner:

- (a) is not a party to this Agreement; and
- (b) is not authorised to provide Instructions (including Variations) in relation to the Works.

Each Contract will include details of the Land Owner's Representative, whom the Contractor must liaise with in order to arrange adequate access to the Site.

11 RIVERVIEW'S REPRESENTATIVE

Unless otherwise notified by Riverview to the Contractor in writing, Riverview's Representative acts as the agent of Riverview and may exercise any of Riverview's rights and discharge all of Riverview's obligations under this Agreement.

12 CONTRACTOR'S REPRESENTATIVE

Unless otherwise notified by the Contractor to Riverview in writing, the Contractor's Representative acts as the agent of the Contractor and may exercise any of the Contractor's rights and discharge all of the Contractor's obligations under this Agreement.

Any matters within the Contractor's Representative's knowledge will be deemed to be within the Contractor's knowledge.

The Contractor must ensure that the Contractor's Representative attends any meetings convened by Riverview from time to time in connection with this Agreement or any Contract.

13 PROTECTION OF PEOPLE AND PROPERTY

The Contractor must:

- (a) take all steps to protect people and property;
- (b) avoid unnecessary interference with others on the Site; and
- (c) prevent nuisance and unreasonable noise disturbance.

If the Contractor, its employees or agents damage any property, the Contractor must promptly rectify the damage and pay any compensation necessary.

The Contractor must immediately comply with any directions on safety issued by any relevant Authority and with any Instruction on safety issued by the Land Owner or Riverview (or its representative) in relation to a Supply.

The Contractor indemnifies Riverview against all claims, losses and costs suffered by Riverview as a consequence of the Contractor's failure to comply with this clause 13.

14 CLEANING

The Contractor is responsible for leaving the Site clean and tidy, including the removal of any tools, plant and equipment used in the course of the performance of Work.

If the Contractor fails to comply with this clause 14, Riverview may rectify the breach.

Riverview's rectification costs are recoverable as a debt due and payable by the Contractor to Riverview.

15 VARIATION

The Contractor must not make any changes to a Supply unless Instructed by Riverview.

The Contractor must not accept a Variation Instruction from a Land Owner.

Riverview may, by giving a written variation order, require the Contractor to carry out a Variation.

The price of a Variation is:

- (a) that agreed by the parties; or
- (b) failing agreement, an amount reasonably decided by Riverview.

The Price is to be adjusted to take into account the price of a Variation.

The Contractor will not be entitled to make any claim for a Variation unless the terms of this clause 15 have been complied with strictly.

16 COMPLETION (INCLUDING DELIVERY)

The Contractor must achieve Completion of the Supply in accordance with the relevant Contract by the Date for Completion.

In the event of disagreement, Riverview (in conjunction with the Land Owner) will confirm when the Supply has reached Completion.

Riverview will advise the Contractor when Completion has occurred.

17 DEFECTS LIABILITY PERIOD

The Contractor must, at its own cost, make good or replace any of the Work that does not conform to the requirements of a Contract or these Terms and Conditions (**Defect**).

Riverview may Instruct the Contractor to correct, remove or replace any Defect (that has been notified to it by the Land Owner), before or during the Defects Liability Period, within the period stated in the Instruction.

Where the Defect affects or may affect the work, health or safety of any person, Riverview may Instruct rectification of the Defect within 12 hours of the issue of the Instruction under this clause 17.

If the Contractor does not comply with an Instruction under this clause 17, including within the time stated in the Instruction or required under this clause 17, Riverview may have that work carried out or the defective materials or components replaced by others and the cost is a debt

due and payable by the Contractor to Riverview.

18 FINAL COMPLETION

On expiration of the Defects Liability Period and satisfaction of all of the Contractor's obligations under the Contract, the Supply is complete and the Contractor has no further obligation to Riverview (**Final Completion**).

19 SUSPENSION

Riverview may suspend the Supply at any time by notice to the Contractor.

If the suspension is due to a default by the Contractor, the Contractor is not entitled to any costs or damages arising from the suspension.

If the suspension arises for any reason other than due to the Contractor's default then the Contractor is entitled to its actual direct costs arising from the suspension.

The Contractor must recommence the Supply as soon as practicable after notice from Riverview.

20 EXPIRY AND TERMINATION

The Term of this Agreement will expire on the Expiry Date. Expiry of the Term pursuant to this clause 20 does not take effect until Final Completion has occurred under all Contracts given by Riverview to the Contractor prior to the date of service of the Cancellation Notice.

The Contractor is in default of this Agreement if it:

- (a) is in breach of this Agreement (including a breach of a Contract);
- (b) becomes insolvent, bankrupt or makes an assignment of its estate for the benefit of creditors;
- (c) makes an arrangement or composition with creditors; or
- (d) being a company, goes into liquidation.

If the Contractor remains in default for 5 Business Days after Riverview has given it notice requiring the default to be remedied then, without prejudice to any

other rights or remedies, Riverview may, by giving a further notice, terminate this Agreement without any obligation to compensate the Contractor for any loss arising due to that termination.

If the Contractor is a corporation, a notice of termination does not take effect during any stay period relating to the Contractor.

'Stay period' has the meaning given to that term in section 415D(2) of the *Corporations Act 2001* (Cth).

Riverview may, by giving notice in writing to the Contractor ending at any time, terminate this Agreement at any time without reason or cause. Riverview is liable to reimburse the Contractor only for work completed or Supplies made up to the date of termination. The Contractor is not entitled to quantum meruit or loss of profit.

21 SET OFF

If the Contractor owes any amount to Riverview in connection with this Agreement, Riverview may set off that amount, or part of it, against its obligations to pay any correctly rendered invoice.

If the Contractor commits a breach or default, Riverview may set off any money owed by the Contractor for that breach or default against any money owed to the Contractor by Riverview.

22 INTELLECTUAL PROPERTY

Copyright in any plans or designs supplied by Riverview to the Contractor, or created by the Contractor to make the Supply, belong to Riverview.

The Contractor must not reproduce or use any plans or designs, in whole or in part, other than for the purpose of completing the Supply.

23 COMPLIANCE WITH INDUSTRIAL LAW

The Contractor must not support an industrial organisation to:

- (a) participate in any form of unauthorized industrial action or secondary boycott that affects a Supply; or
- (b) except as required by law, demand or force any other

person carrying out work on the Project to join a union, make contributions to a specified superannuation fund or make payments for redundancy or long service leave into a specified fund.

24 WORKPLACE HEALTH AND SAFETY

In carrying out each Supply, the Contractor and its agents and employees must:

- (a) comply with the Workplace Health and Safety Laws; and
- (b) do all things necessary and in a manner which ensures that Riverview satisfies its obligations under the Workplace Health and Safety Law with respect to the Supply and the Site.

The Contractor must, whenever carrying out a Supply and associated Works, ensure that:

- (c) no person (whether employed or not) is exposed to risk to their health and safety;
- (d) the Contractor and its employees, sub-subcontractors, agents and consultants immediately comply with:
 - (i) directions on safety issued by any relevant Authority or with any Instructions in relation to safety issued by Riverview under this Agreement; and
 - (ii) any workplace health and safety policies notified by Riverview for the Site.

25 ASSIGNMENT AND NOVATION

Riverview may at any time after the execution of this Agreement novate to any nominee of Riverview any of the rights and obligations of Riverview under this Agreement. The Contractor agrees to execute any deed of novation necessary to effect such novation.

26 GOODS AND SERVICES TAX (GST)

The Contractor must include the proper amount of the GST in all Invoices. In any Invoice the Contractor must warrant that the proper amount of GST has been included and that the value of the taxable supply does not include an amount for which the Contractor may claim an input tax credit.

27 NOTICES

Any notice given by the Contractor under this Agreement, including a claim under the Security of Payment Act, must be emailed to Riverview's Representative.

Unless a notice is emailed to Riverview's Representative, it will be deemed not to have been received by Riverview.

A notice is taken to be received by email, on production of a delivery or read receipt by the computer from which the email was sent which indicates that the email was sent to the email address of the recipient.

A notice takes effect from the later of the time it is received and the time specified in it.

28 GOVERNING LAW AND JURISDICTION

The law of the Jurisdiction in which the Supply is carried out governs and applies to this Agreement and to each Contract.

For the avoidance of doubt, the parties acknowledge and agree that this clause 28 does not affect the Contractor's obligations under clause 4(e).

29 DOCUMENTS

Where any ambiguity, discrepancy, or inconsistency arises between the Contract Documents or within any of them, the ambiguity, discrepancy, or inconsistency is to be resolved according to the following descending order of precedence:

- (a) the Special Conditions, which prevail over
- (b) the Contract, which prevails over
- (c) the Terms and Conditions.

30 WORKPLACE GENDER EQUALITY ACT

This clause 30 applies only to the extent that the Contractor is a 'relevant employer' for the purposes of the Workplace Gender Equality Act 2012 (Cth) ('WGE Act').

The Contractor must comply with its obligations, if any, under the WGE Act.

If the Contractor becomes non-compliant with the WGE Act during the duration of this Agreement, the Contractor must notify Riverview.

If the duration of this Agreement exceeds 18 months, the Contractor must provide a current letter of compliance within 18 months from the date of this Agreement and following this, annually, to Riverview.

Compliance with the WGE Act does not relieve the Contractor from its responsibility to comply with its other obligations under this Agreement.

31 NO COLLUSIVE ARRANGEMENTS

- (a) The Contractor warrants that it has not engaged in any collusive or anti-competitive arrangement or understanding in connection with its tender for, or entry into, this Agreement.
- (b) Without limiting any other right or remedy, whether under this Agreement or otherwise, Riverview may recover from the Contractor the value of any payment or other benefit made directly or indirectly to an unsuccessful tenderer or a trade or industry association in breach of the warranty in clause 31(a).

32 PRIVACY

The Parties to this Agreement must:

- (a) not do an act, or engage in a practice, that would breach a Territory Privacy Principle (set out in the Information Privacy Act 2014 (ACT)) if the act was done, or the practice was engaged in, by a public sector agency;

- (b) comply with the reasonable directions of the other Party in relation to the handling of any Personal Information that a Party holds or has held and used in connection with this Agreement; and
- (c) ensure that any subcontractor does not do such an act or engage in such a practice.

The Parties agree to immediately notify each other if they become aware of a breach or possible breach of any of the obligations under this clause 32.

This clause 32 survives the termination of this Agreement.

33 NON-DISCLOSURE OF CONFIDENTIAL TEXT

- (a) In giving effect to the principles of open and accountable government, Riverview may disclose Documents and information unless it has otherwise agreed, or is otherwise required under law, to keep the information confidential. In accordance with those principles, this Agreement may be a notifiable agreement under the Procurement Act and, if so, Riverview will be required to make the text of this Agreement available to the public, including by publication on a public contracts register.
- (b) Clause 33(c) will apply if Confidential Text is specified in the Agreement Details. The grounds on which the text is confidential are set out in the Agreement Details.
- (c) Except as provided in this Agreement, Riverview must not disclose Confidential Text to any person except to the extent that the Confidential Text is:
 - (i) text that the Contractor has requested to be kept confidential and the Contractor has given its prior written consent to the

- disclosure (which consent will not be unreasonably withheld);
- (ii) required or authorised to be disclosed under law;
- (iii) reasonably necessary for the enforcement of the criminal law;
- (iv) disclosed to Riverview's solicitors, auditors, insurers or advisers;
- (v) generally available to the public;
- (vi) in the possession of Riverview without restriction in relation to disclosure before the date of receipt from the Contractor;
- (vii) disclosed by the responsible Minister in reporting to the Legislative Assembly or its committees; or
- (viii) disclosed to the ombudsman or for a purpose in relation to the protection of the public revenue.

34 GOVERNMENT PROCUREMENT ACT 2001(ACT)

In this clause 34, **Secure Local Jobs Code** and the **Code** refer to the Government

Procurement (Secure Local Jobs) Code 2019 issued under the *Government Procurement Act 2001 (ACT)*.

If (and to the extent that) the Code applies in respect of the Supply, the Contractor must carry out the Supply in compliance with:

- (a) the requirements of the Code; and
- (b) any directions by Riverview relating to the requirements of the Code.

If the Supply includes Territory-Funded Work (as that term is defined in the Code), Schedule 5 (Secure Local Jobs Code 2019) also applies.

35 RELATIONSHIP

The Contractor must not represent themselves, and must ensure that their officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee, partner or agent of Riverview or its principal, the West Belconnen Joint Venture Participants, or as otherwise able to bind or represent Riverview or its principal, the West Belconnen Joint Venture Participants.

This Agreement does not create a relationship of employment, agency or partnership between the Contractor and Riverview or its principal, the West Belconnen Joint Venture Participants.

SCHEDULE 1 – SCHEDULE OF RATES

This Schedule 1 is Applicable

Schedule of Rates

Click or tap here to enter text.

Indicative lump sum prices and indicative typical plan

Click or tap here to enter text.

Indicative rates

Click or tap here to enter text.

SCHEDULE 2 – PURCHASE ORDER EXAMPLE

Example form of Purchase Order

From:	Riverview Projects (ACT) Pty Limited ACN 165 870 539 (Riverview)
To:	ACN (Contractor)
Pursuant to:	Standing Offer Agreement dated between Riverview and the Contractor (Agreement)

CONTRACT

Riverview	Riverview Projects (ACT) Pty Limited ACN 165 870 539 in its capacity as agent for and on behalf of the West Belconnen Joint Venture Participants (severally but not jointly) in accordance with their respective participating interests in the West Belconnen Joint Venture
Street Address	
Postal Address	PO Box 434, Kippax ACT 2816
Telephone	1800 316 900
Mobile	
Riverview's Representative	

Contractor	ACN
ABN	
Street Address	
Postal Address	
Telephone	
Mobile	
Contractor's Representative	

DETAILS

Project	Ginninderry Front Landscaping
Jurisdiction	Choose an item.

Land Owner/s		
Land Owner's Representative		
Contact details for Land Owner	x	
Description of Supply (being the Works, Goods or materials to be supplied under this Contract)	as further detailed in Annexure B	
Terms and Conditions	The Terms and Conditions in the Agreement apply to this Contract and to the Supply.	
Start Date		
Date(s) for Completion of Works/ Supply	Click or tap here to enter text.	
Site		
Price (GST exclusive)	Lump Sum	<p>Is a Lump Sum applicable?</p> <p>If 'yes', insert Lump Sum amount below:</p> <p>\$ (excluding GST) as per the lump sum breakdown in Annexure A</p>
	Rates	<p>Is a Schedule of Rates applicable?</p> <p>If 'yes', insert estimated sum of Rates below:</p> <p>\$ (excluding GST) as per the Schedule of Rates in Annexure A</p>

THE PARTIES ACKNOWLEDGE AND AGREE that this **CONTRACT** (including the attached Price Schedule and Specifications) is given by Riverview and accepted by the Contractor pursuant to the Agreement and that the Terms and Conditions apply to this Contract and to the Supply.

SIGNED for and on behalf of Riverview	SIGNED for and on behalf of the CONTRACTOR
Signature:	Signature:
Name:	Name:
Position:	Position:
Date:	Date:

Annexures: A – Price Schedule/ quote
 B – Specifications and/or Drawings

Price Schedule/ quote
(Annexure A to Purchase Order)

Lump sum breakdown*

Click or tap here to enter text.

Schedule of rates*

Click or tap here to enter text.

Specifications
(Annexure B to Purchase Order)

[Insert sufficient description of the Supply and the Specifications for the Works and attach any necessary, additional material: e.g. plans, etc. OR (if the description in the Details is considered adequate) insert 'as described in the Details']

SCHEDULE 3 – STATUTORY DECLARATION OF COMPLIANCE (ACT)

STATUTORY DECLARATION

I, Click or tap here to enter text. [name of authorized representative of the Contractor] of Click or tap here to enter text. [address], Click or tap here to enter text. [occupation] make the following declaration under the *Statutory Declarations Act 1959*:

1. I am the Click or tap here to enter text. [position of declarant] for Click or tap here to enter text. [insert Contractor and ACN] in relation to the Supply carried out by Click or tap here to enter text. [insert Contractor and ACN] under the Agreement between Riverview Projects (ACT) Pty Limited ACN 165 870 539 and [Click or tap here to enter text. [insert Contractor and ACN] ('the Contract') and have the knowledge and authority to make this declaration on behalf of the Contractor.

2. I confirm that:
 - (a) all amounts due by the Contractor to its subcontractors or employees in respect of the Supply under this Agreement have been paid;
 - (b) all amounts payable pursuant to any relevant award, determination, judgment or order of any competent court, board, commission or other industrial tribunal have been paid;
 - (c) all amounts pursuant to any relevant industrial agreement that is in force in the Australian Capital Territory and to the latest date at which such wages and allowances are payable have been paid;
 - (d) all insurances required under this Agreement are current and all premiums have been paid on the date of the drawdown;
 - (e) to the extent applicable to the Supply, the Contractor has complied with its obligations under the:
 - i. Secure Local Jobs Code;
 - ii. Code for the Tendering and Performance of Building Work 2016;
 - iii. Work Health and Safety Act 2011 (ACT) (as applicable); and
 - iv. Building Code of Australia,and all other relevant Laws;
 - (f) the Contractor, to the best of its knowledge and belief, is not in breach of its obligations under the Agreement.

3. This statutory declaration is made as a condition precedent to payment of Invoice dated ___/___/___

I understand that a person who intentionally makes a false statement in a statutory declaration is guilty of an offence under section 11 of the *Statutory Declarations Act 1959*, and I believe that the statements in this declaration are true in every particular.

Declared at _____)
on this _____ day of _____)
before me: _____)
[name of declarant]

Witness

Name

Qualification

Address

Note 1: A person who intentionally makes a false statement in a statutory declaration is guilty of an offence, the punishment for which is imprisonment for a term of 4 years — see section 11 of the *Statutory Declarations Act 1959* (Cth).

Note 2: Chapter 2 of the *Criminal Code* applies to all offences against the *Statutory Declarations Act 1959* (Cth) — see section 5A of the *Statutory Declarations Act 1959* (Cth).

Please note the persons who are authorised to witness a statutory declaration are prescribed under the *Statutory Declarations Act 1959* (Cth). For your reference, here is a list of some of the persons who can witness a statutory declaration:

- Persons who are currently licensed or registered to practise in one of the following occupations:
 - Chiropractor
 - Dentist
 - Legal practitioner
 - Medical practitioner
 - Nurse
 - Optometrist
 - Pharmacist
 - Physiotherapist
 - Veterinary surgeon
- Judge of a court
- Justice of the Peace
- Notary Public
- Police officer
- Registrar, or deputy registrar of a court
- Permanent employee of the Commonwealth, State or Territory with 5 or more years of continuous service
- Permanent employee of the Australian Postal Corporation with 5 or more years of continuous service who is employed in an office supplying postal services to the public
- Member of the Institute of Chartered Accountants in Australia, the Australian Society of Certified Practising Accountants or the National Institute of Accountants
- Teacher employed on a full-time basis at a school or tertiary education institution
- Bank officer, building society officer, or credit union officer with 5 or more continuous years of service.

STATUTORY DECLARATION OF COMPLIANCE (NSW)

NEW SOUTH WALES, OATHS ACT 1900, EIGHTH SCHEDULE

STATUTORY DECLARATION

I, [Click or tap here to enter text.](#) of [Click or tap here to enter text.](#) do solemnly and sincerely declare that:

1. I am the [Click or tap here to enter text.](#) [*position of declarant*] for [Click or tap here to enter text.](#) [*insert Contractor and ACN*] in relation to the Supply carried out by [Click or tap here to enter text.](#) [*insert Contractor and ACN*] under the Agreement between Riverview Projects (ACT) Pty Limited ACN 165 870 539 and [[Click or tap here to enter text.](#) [*insert Contractor and ACN*] ('the Contract')] and have the knowledge and authority to make this declaration on behalf of the Contractor.

2. I confirm that:
 - (a) all amounts due by the Contractor to its subcontractors or employees in respect of the Supply under this Agreement have been paid;
 - (b) all amounts payable pursuant to any relevant award, determination, judgment or order of any competent court, board, commission or other industrial tribunal have been paid;
 - (c) all amounts pursuant to any relevant industrial agreement that is in force in the state of New South Wales and to the latest date at which such wages and allowances are payable have been paid;
 - (d) all insurances required under this Agreement are current and all premiums have been paid on the date of the drawdown;
 - (e) to the extent applicable to the Supply, the Contractor has complied with its obligations under the:
 - i. Code for the Tendering and Performance of Building Work 2016;
 - ii. Work Health and Safety Act 2011 (ACT) (as applicable); and
 - iii. Building Code of Australia,and all other relevant Laws;
 - (f) the Contractor, to the best of its knowledge and belief, is not in breach of its obligations under the Agreement.

This statutory declaration is made as a condition precedent to payment of Invoice dated ___/___/___.

I make this solemn declaration by virtue of the *Oaths Act 1900* as amended and subject to the penalties provided by that Act for the making of false statements in statutory declarations, conscientiously believing that the statements contained in this declaration to be true in every particular.

Declared at _____)

SCHEDULE 4 - SPECIAL CONDITIONS

SPECIAL CONDITIONS*

Attach if applicable*

Click or tap here to enter text.

SCHEDULE 5 – SECURE LOCAL JOBS CODE

[See clause 34. This Schedule 5 applies to the extent that this Agreement provides for the performance of Territory-Funded Work.]

1. In this Schedule 5:

Adverse Ruling means a ruling by any court, tribunal, board, commission or other entity (including but not limited to the Fair Work Commission) with jurisdiction to determine the matter, that the Contractor or one of its Associated Entities has contravened an Industrial Law;

Approved Auditor; Code; Labour Relations, Training and Workplace Equity Plan; Secure Local Jobs Code Certificate; Registrar; Territory Entity and Territory-Funded Work each has the meaning as set out in the Government Procurement Act 2001 (ACT);

Associated Entity has the meaning given by section 50AAA of the Corporations Act 2001 (Cth);

Full Details means:

- (a) the nature of the Adverse Ruling;
- (b) any conviction recorded or adverse finding made in respect of the Adverse Ruling;
- (c) any penalty or orders imposed by a court, tribunal, board, commission or other entity in respect of the Adverse Ruling and the maximum penalty that could have been imposed under the relevant Industrial Law;
- (d) the name of the court, tribunal, board, commission or other entity, the jurisdiction in which the proceeding or prosecution was brought, the date on which the proceeding or prosecution commenced and the number or description assigned to the proceeding or prosecution by the court, tribunal, board, commission or other entity;
- (e) the name of the entity against which the Adverse Ruling was made; and
- (f) any other relevant information that Contractor may rely on as grounds for not terminating this Agreement as a result of the Adverse Ruling;

Industrial Law means any Commonwealth, State or Territory legislation that deals with matters relating to industrial relations and includes employment and workplace safety obligations.

2. The Contractor must comply with all of its obligations under the Code.
3. The Contractor must maintain a valid Secure Local Jobs Code Certificate during the term of the Agreement.
4. Failure of the Contractor to maintain a valid Secure Local Jobs Certificate will constitute a breach of an essential term of this Agreement entitling Riverview to terminate the Agreement and any Contract on written notice to the Contractor.
5. If at any time during the term of the Agreement an Adverse Ruling is made, the Contractor must, within 7 Business Days of the making of the Adverse Ruling, provide a statutory declaration by an authorised representative of the Contractor setting out the Full Details of the Adverse Ruling and (if applicable) any existing or planned remedial measures taken or to be taken to prevent a contravention, breach or offence similar to the contravention, breach or offence on which the Adverse Ruling is based from recurring.
6. The Contractor must ensure terms are included in all subcontracts with subcontractors engaged to perform Territory-Funded Work:
 - (a) requiring the subcontractor to comply with the Code; and
 - (b) imposing obligations on the subcontractor in the same form as those set out in this Schedule 5 and imposed on the Contractor (subject to any necessary variation to reflect the different parties).

7. The Contractor must ensure:
 - (a) all subcontractors engaged to perform Territory-Funded Work:
 - (i) hold a Secure Local Jobs Code Certificate; and
 - (ii) maintain a Secure Local Jobs Code Certificate during the term of their subcontract; and
 - (b) the obligations in paragraph 7(a) are included in the relevant subcontract with the subcontractor.
8. The Contractor must provide Riverview with a statutory declaration in a form approved by Riverview regarding its compliance with the Code:
 - (a) within 5 Business Days of a written request from Riverview; and
 - (b) if requested in writing by Riverview, at the time the Contractor provides an Invoice.
9. Failure of the Contractor to provide a statutory declaration in accordance with paragraph 8 or the making of a false statement in a statutory declaration by the Contractor or its representative will constitute a breach of this Agreement.
10. If the Contractor fails to provide a statutory declaration in accordance with paragraph 8 Riverview may withhold payment of monies otherwise due to the Contractor in respect of the relevant Invoice until the statutory declaration is received.
11. Riverview may by written notice request the Contractor obtain a statutory declaration from a subcontractor regarding its compliance with the Code and provide it to Riverview within 15 Business Days of the date of the written notice. The Contractor must use its reasonable endeavours to ensure the subcontractor supplies the declaration to enable the Contractor to comply with this paragraph 11.
12. Riverview may require that the Contractor conduct face-to-face induction sessions with employees at the commencement of Territory-Funded Work or commencement of employment in relation to Territory-Funded Work.
13. Riverview may require a union workplace delegate or employee representative to attend staff induction sessions held by the Contractor except in circumstances where attendance would result in a conflict with Commonwealth laws.
14. The Contractor must, at all reasonable times, allow Riverview, the Territory, Registrar or person nominated by the Territory or Registrar to enter the Contractor worksite where the Territory-Funded Work is being performed in order to undertake education and awareness raising activities in relation to the Code. A person may not be nominated by the Territory or Registrar under this paragraph 14 in circumstances where entry would result in a conflict with Commonwealth laws.
15. Without limiting the powers of the Territory's Auditor-General under the Auditor-General Act 1996 (ACT), the Territory (or nominated representative) and Approved Auditors may, at the Territory's cost, access records kept by the Contractor or its subcontractors and conduct audits and other reviews and checks, to monitor the delivery of the Work and compliance with this Agreement and the Code, except in circumstances where a nomination would result in a conflict with Commonwealth laws.
16. If the Contractor was required to submit a Labour Relations, Training and Workplace Equity Plan (if any) submitted as part of its tender for the Works:
 - (a) the Contractor must implement its commitments set out in its Labour Relations, Training and Workplace Equity Plan;
 - (b) the Contractor must report to Riverview on its compliance with paragraph 16(a) quarterly during the term of this Agreement;
 - (c) the Contractor must attend any meetings scheduled by Riverview to review its progress in implementing its commitments set out in the Labour Relations, Training and Workplace Equity Plan; and
 - (d) failure to comply, in whole or in part, with the commitments contained in any Labour Relations, Training and Workplace Equity Plan may be taken into account in the award of

future contracts for Territory Entities and/or the granting of future Secure Local Jobs Code Certificates by the Registrar.

document1

document1