

Terms of Appointment

1. Appointment of Contractor

The Agent appoints the Contractor (detailed in Item 2) to perform repairs and maintenance, but only when authorised in writing by the Agent. The Contractor confirms the information in this Appointment is true and correct.

2. Procedure

In response to a request for work from the Agent, the Contractor must:

- (1) produce a written quotation for the cost of the requested work
- (2) only commence work and incur costs after written authorisation has been given by the Agent to do so
- (3) ensure work is to all statutory standards, and to the standard expected from a qualified tradesperson
- (4) ensure all materials used are new unless otherwise authorised by the Agent in writing
- (5) ensure variations to the authorised work are in writing and signed by both parties.

3. Payment

- 3.1 The Contractor agrees to pay for and supply all materials needed to complete the authorised work and provide an itemised tax invoice for the work when completed or as otherwise agreed by the Agent. The Lessor shall be liable for all payment either directly or from rent received.
- 3.2 The Contractor confirms the Agent is not contracted as Principal, but as the Agent of the Lessor and is not liable to pay the Contractor, except as Agent of the Lessor.
- 3.3 Upon provision of an invoice a Contractor will be paid in accordance with Item (4) which shall be the due date for payment in respect to matters to which the *Building and Construction Industry Payments Act 2004* applies.
- 3.4 The parties agree that the Agent may be served with Payment Claims under Section 17 of the *Building and Construction Industry Payments Act 2004* and may serve on the Contractor Payment Schedule under Section 18 of the Act.

4. Compliance

It is the Contractor's duty to ensure

- (1) all work is performed in compliance with the *Workplace Health and Safety Act 1995*
- (2) proof of all insurance policies detailed in Item 3 are given to the Agent and remain in effect
- (3) compliance with *WorkCover Queensland Act 1996*, *Queensland Building Services Authority Act 1991* and all relevant legislation during performance of any work performed for the Agent.

5. Access to Premises

Access to the premises may only be gained in compliance with the *Residential Tenancies Act 1994*. The Contractor is responsible for returning keys to the Agent on the same day or as agreed by the Agent. If no keys are available the Agent will provide contact details for the Contractor to call the Tenant to organise access.

6. Contractor's Warranty

The Contractor warrants all work will be carried out in a proper and workman-like manner and any defects or incomplete work will be promptly rectified without cost to the Agent or Property Owner.

7. Indemnity

The Contractor indemnifies the Agent and Property Owner from and against all actions, claims, demands, and damages arising out of or in respect to the work performed by the Contractor.

8. Privacy Statement

Should you as Contractor obtain confidential or personal information as defined in the *Privacy Act 1988 (cth)* with respect to the Agent, his Client or business such information may only be used to facilitate provision of the Contractor's services and must not be disclosed to third parties unless the Agent's consent in writing has been obtained or as otherwise required by law.

9. Provision of Documents

By signing this Appointment all parties agree to having given prior approval, in accordance with the *Electronic Transactions (Queensland) Act 2001*, for electronic transmission of this Appointment and any other related Appointments, for signing purposes or otherwise, as far as such means of communication have been indicated in this document (ie. Facsimile numbers & email addresses).