

SUBCONTRACTOR AGREEMENT (NSW)

Location: _____ Date: _____

Parties:

Head Contractor Name: _____

ACN/ABN: _____

Address: _____

Subcontractor Name: _____

ACN/ABN: _____

Address: _____

Recitals:

A. The Head Contractor has entered into a principal contract (the “Principal Contract”) for the provision of construction works and/or related services (the “Works”). B. The Subcontractor has the requisite skills, expertise, and licences to perform a portion of the Works as described in this Agreement. C. The Head Contractor wishes to engage the Subcontractor to perform the subcontract works on the terms set out in this Agreement.

1. Definitions and Interpretation

In this Agreement, unless the context otherwise requires: “Agreement” means this Subcontractor Agreement including all schedules and annexures; “Head Contractor” means the party named above as head contractor; “Subcontractor” means the party named above as subcontractor; “Works” means the work described in Schedule 1 to be carried out by the Subcontractor under this Agreement; “Schedule” means a schedule annexed to this Agreement.

2. Engagement and Scope of Work

The Head Contractor engages the Subcontractor to perform the Works described in Schedule 1, and the Subcontractor agrees to perform and complete the Works in accordance with the terms of this Agreement, the Principal Contract, and all applicable laws and standards.

3. Subcontract Price and Payment

The Head Contractor shall pay the Subcontractor the amount specified in Schedule 2 (the “Subcontract Price”) for the proper performance of the Works. Payments will be made in accordance with the schedule set out in Schedule 2, subject to receipt of valid tax invoices and satisfactory completion of the relevant milestones.

4. Performance and Completion

The Subcontractor shall perform the Works diligently, competently, and in a professional manner, using suitably qualified personnel, and shall complete the Works within the timeframe specified in Schedule 3. Time is of the essence.

5. Standards and Compliance

The Subcontractor must comply with all relevant laws, regulations, codes, and standards applicable in New South Wales, including without limitation Work Health and Safety legislation, building codes, and environmental laws. The Subcontractor warrants that the Works will be fit for their intended purpose and free from defects.

6. Variations

Any changes to the Works, including scope, price, or timing, must be agreed in writing by both parties in the form of a variation order before the changes are implemented.

7. Subcontractor's Obligations

The Subcontractor shall maintain appropriate licences, insurances, and permits necessary to perform the Works. The Subcontractor must ensure its employees and subcontractors comply with this Agreement and do not cause any nuisance, damage, or delay.

8. Head Contractor's Obligations

The Head Contractor shall provide access to the site, necessary information, and reasonable cooperation to enable the Subcontractor to perform the Works.

9. Indemnity and Liability

The Subcontractor indemnifies the Head Contractor against all claims, damages, losses, and expenses arising out of the Subcontractor's breach of this Agreement, negligence, or wilful misconduct, including injury to persons or damage to property, except to the extent caused by the Head Contractor's negligence or breach.

10. Insurance

The Subcontractor shall maintain and provide evidence of adequate insurance coverage including public liability, workers compensation, and professional indemnity insurance, with insurers and limits acceptable to the Head Contractor.

11. Suspension and Termination

The Head Contractor may suspend the Works at any time by written notice. Either party may terminate this Agreement for material breach if the breach is not remedied within 14 days of written notice. Termination does not affect accrued rights or obligations.

12. Confidentiality

Each party shall keep confidential all information received from the other party that is by its nature confidential and shall not disclose it except as required by law or agreed in writing.

13. Dispute Resolution

In the event of a dispute arising under this Agreement, the parties must attempt to resolve it promptly by negotiation. If unresolved within 14 days, the dispute shall be referred to mediation before commencing any legal proceedings.

14. Governing Law and Jurisdiction

This Agreement is governed by the laws of New South Wales. The parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

15. Entire Agreement

This Agreement, including all schedules, contains the entire agreement between the parties and supersedes all prior negotiations, understandings, and agreements.

16. Amendments

No amendment or variation to this Agreement is effective unless made in writing and signed by both parties.

17. Notices

Notices under this Agreement must be in writing and delivered personally, by prepaid post, or email to the addresses set out in this Agreement or as notified in writing.

HEAD CONTRACTOR'S SIGNATURE

SUBCONTRACTOR'S SIGNATURE

Signature: _____

Signature: _____

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