



CONTRACTOR APPOINTMENT FORM

Member Office

Agent Hot Property Realty Mackay

Address PO Box 8119, Mt Pleasant QLD 4740.

Phone: 49428864

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hereby appoints (on behalf of an undisclosed principal/lessor)
as**

License or Card No.

**Insert "Electrician/Plumber/Carpenter/Cleaner/Pool Safety Inspector" as appropriate ("the Contractor")

Address

Phone:

Fax:

Email:

as a qualified contractor to carry out repairs and maintenance as authorised in writing by the agent from time to time.

PERFORMANCE AND PAYMENT

The Contractor shall provide a written quotation for the cost of the work if requested by the agent and shall:-

- (a) not commence work or incur any costs until authorised in writing by the Agent to commence work;
- (b) perform the authorised work in compliance with all applicable laws and standards;
- (c) perform the authorised work in the manner and to the standard to be expected of a reasonably competent contractor;
and
- (d) use materials which comply with the requirements for the authorised work and which are of good quality, fit for the purpose for which they are used and which are new, unless expressly agreed otherwise.
- (e) issue a WorkOrder in the approved form where the works relate to Domestic Building Works as defined under the *Domestic Building Contracts Act 2000* in excess of \$3,300.00 in value.
- (f) issue a WorkOrder in the approved form where the works relate to non-domestic building works in excess of \$1,100.00 in value.

The Contractor acknowledges that the Agent is contracting the Contractor as an agent for one or more lessors and that the Agent accepts no liability to pay the Contractor for any work performed and that the liability for payment rests solely with the relevant lessor.

The Contractor shall:-

- (a) supply at the contractor's cost and expense, everything necessary for the performance of the authorised work;
- (b) provide a detailed invoice for the work.

Except where paragraph (b) below operates:

- (a) The Agent shall pay the Contractor, on behalf of the relevant lessor, as rent received allows or from monies received from the lessor for the work.
- (b) With respect to construction works or related goods and services supplied within Queensland to which the *Building and Construction Industry Payments Act 2004* (Qld) ("The BCIP Act") applies:-
 - (i) the date for issuing an invoice or Payment Claim under the BCIP Act is the last day of the month in which the construction work or related goods and services commenced or were supplied; and
 - (ii) the due date for payment is **fifteen (15) business days** after receipt of the Payment Claim.

The Contractor agrees not to dispute the validity of a Payment Schedule issued under the BCIP Act or its terms on the ground that it has been produced and served by the Agent.

VARIATIONS

The authorised work may be varied only with the specific consent of the Agent.

DEFECTS AFTER COMPLETION

The Contractor shall make good promptly any defects or omissions in the authorised work which become apparent without cost to the Agent or lessor.

WORKPLACE HEALTH AND SAFETY

The Contractor shall comply with all applicable requirements of the *Work Health and Safety Act 2011*.
The Contractor shall provide copies of all applicable Job Safety and Environment Assessments (JSEA) and Work Method Statements (WMS) to the Agent

ACCESS TO RESIDENTIAL PREMISES

All access shall be arranged as necessary in accordance with the *Residential Tenancies and Rooming Accommodation Act 2008* to enable completion of the authorised work. It shall be the responsibility of the Contractor to return keys the same day and/or contact the tenant for access if keys are not available.

CONTRACTOR'S INDEMNITY TO AGENT AND LESSOR

The Contractor shall indemnify the Agent and relevant lessors against any liability which arises directly or indirectly out of or in connection with the Contractor's performance or non-performance of the work, except liability caused by the Agent or the relevant lessor.

CONTRACTOR TO EFFECT INSURANCES

The Contractor shall effect, maintain and provide proof as required of all insurances required to comply with the *Worker's Compensation and Rehabilitation Act 2003* and the *Queensland Building Services Authority Act 1991 and the Building Act 1975*.

Contractor's A.B.N.

Contractor's WorkCover Qld Policy No. Expiry Date

Contractor's Professional Indemnity Insurance Underwriter and Policy No. Expiry Date

Contractor's Public Liability Insurance Company and Policy No. Expiry Date

Title of applicable Work Method Statements:

<MUST BE COMPLETED>

CONFIDENTIALITY

The Contractor will not at any time, use, other than for the purpose of providing services under this agreement, or disclose to third parties, any confidential information about the Agent and any relevant tenants and lessors, without the Agent's prior written consent or unless required by law. The Contractor will only use, store and disclose personal information (as that term is defined under the *Privacy Act 1988*) about the Lessor, Agent or Tenant provided to the Contractor during the course of this agreement, in accordance with the *Privacy Act 1988*.

Dated this day of month year

Contractor's Signature: Contractor's Name:

Agent's Signature: Agent's Name: Hot Property Realty Mackay



CREDITOR BANK DETAILS FORM

COMPANY NAME: _____

ACCOUNT NAME: _____

BSB: _____

ACCOUNT NUMBER: _____

FINANCIAL INSTITUTION: _____

BRANCH: _____