

Landcom Purchase Order Terms and Conditions

General Conditions of Contract for the supply of Goods, Services and/or Works (General Conditions of Contract)

1. Contractor's Activities

The Contractor agrees to provide the Contractor's Activities to Landcom and Landcom agrees to pay for the Contractor's Activities in accordance with the terms of the Contract.

2. Contract Documents

The Contract between Landcom and the Contractor comprises:

- (a) the Purchase Order; and
- (b) these General Conditions of Contract, including Schedule 1 (Provisions relating to Works).

If there is any ambiguity or inconsistency between the documents comprising the Contract, the document appearing higher in the list will have precedence to the extent of the ambiguity or inconsistency.

3. Existing Contracts and Panel Arrangements

Subject to the terms of the Purchase Order, if the Purchase Order is issued under the terms of an existing contract or a panel arrangement, the terms of that existing contract or panel arrangement will apply and these General Conditions of Contract (other than this clause 3) will have no effect.

4. Goods

The Contractor must supply the Goods to Landcom at the Delivery Location on or before the relevant Delivery Date and in accordance with the requirements specified in the Purchase Order. The Contractor must promptly notify Landcom if the Contractor becomes aware that it will be unable to supply all or parts of the Goods by the relevant Delivery Date and advise Landcom as to when it will be able to do so.

5. Services

The Contractor must provide the Services to Landcom:

- (a) for the period (including for any term specified in the Purchase Order), at the times and locations (as applicable), by the Delivery Date (if applicable), and in accordance with any requirements for the provision of the Services as specified in the Purchase Order;
- (b) using appropriately qualified, skilled and experienced personnel;
- (c) to the reasonable satisfaction of Landcom;
- (d) with due expedition;
- (e) in accordance with any other requirements specified in the Contract; and
- (f) to a standard of quality not less than Good Industry Practice for services of the same type as those Services and, without limiting this clause 5, in a timely manner.

6. Works

Schedule 1 (Provisions relating to Works) applies if the Contractor is required to construct any Works under the Contract.

7. Warranty

The Contractor warrants that:

- (a) the Goods will be new, free from deficiencies in design, manufacture and workmanship and will be fit for the purposes set out in, or reasonably ascertainable from, the Contract, or as otherwise notified by Landcom to the Contractor; and
- (b) the Services and any Deliverables will be of a standard consistent with Good Industry Practice and will be fit for the purposes set out in, or reasonably ascertainable from, the Contract.

8. Acceptance and replacement Contractor's Activities

- (a) This clause 8 does not apply to Works.
- (b) Landcom may accept or reject the relevant Contractor's Activities within 10 Business Days after delivery of the Goods to the Delivery Location, or completion of the Services (as applicable). If Landcom does not notify the Contractor of acceptance or rejection within 10 Business Days, Landcom will be taken to have accepted the Contractor's Activities on the expiry of the 10 Business Days.
- (c) Landcom may reject the Contractor's Activities where they do not comply with the requirements of the Contract including any acceptance tests.
- (d) If Landcom rejects the Contractor's Activities, or if the Contractor's Activities do not otherwise comply with the Contract, Landcom may require the Contractor to provide, at the Contractor's cost, replacement Goods or Services which comply with the requirements of the Contract or to take any other action to rectify any aspect of the Contractor's Activities, as directed by Landcom.

- (e) At Landcom's request, the Contractor must promptly remove any relevant Goods from Landcom's premises at its cost.
- (f) Any acceptance or deemed acceptance of the Contractor's Activities will not constitute approval by Landcom of the Contractor's performance of its contractual obligations or be taken as an admission or evidence that the Contractor's Activities comply with the Contract.

9. Extension of time

- (a) If the Contractor:
 - (i) is delayed in supplying the Goods or completing the Works or Services by the Delivery Date by a cause beyond the reasonable control of the Contractor (other than any delay arising out of or in connection with an act or omission of, or breach of the Contract by, the Contractor); and
 - (ii) has given a written notice to Landcom within 3 Business Days of the start of the delay setting out details of the delay, its causes and the number of days' extension claimed,the Delivery Date will be extended by a reasonable period as determined by Landcom.
- (b) Landcom may also unilaterally extend the Delivery Date in its absolute discretion at any time and from time to time by written notice to the Contractor.

10. Suspension

- (a) Landcom may direct the Contractor to suspend and, after a suspension has been instructed, to re-commence the carrying out of all or a part of the Contractor's Activities under the Contract. Any suspension under this clause will be effective on and from the date specified in the Landcom's direction.
- (b) If Landcom directs a suspension under clause 10(a), the Contractor will be entitled to its reasonable costs directly arising from the suspension, to the extent that the Contractor did not cause or contribute to the need for the suspension.

11. Landcom access

If reasonably requested by Landcom, the Contractor must permit Landcom and its nominees timely and sufficient access to the Contractor's premises, records or accounts relevant to the Contract to monitor the Contractor's work health and safety and environmental compliance in connection with the provision of the Contractor's Activities and its compliance with this Contract generally.

12. Compliance with laws

- (a) The Contractor must obtain and comply with any Approvals necessary for the provision of the Contractor's Activities or the use, operation or maintenance of the Works and arrange any necessary customs entry for any Goods.
- (b) The Contractor must, in carrying out the Contractor's Activities:
 - (i) comply with and ensure its officers, employees, agents and subcontractors; and
 - (ii) ensure that the Goods, Services, Contractor's Activities, Deliverables and Works,
 - (iii) comply with:
 - (iv) the laws from time to time in force in the State, Territory or other jurisdictions in which any part of the Contractor's Activities are to be carried out;
 - (v) all Privacy Laws and must not do anything that would cause Landcom to breach any Privacy Laws;
 - (vi) the Safety Legislation and any security and safety requirements notified to the Contractor by Landcom;
 - (vii) where the Contractor is providing services or exercising functions on behalf of Landcom, the Public Interest Disclosures Act 2022 (NSW); and
 - (viii) any other Landcom policies, standards and guidelines notified to the Contractor by Landcom, including:
 - (A) Landcom's code of conduct for contractors and consultants; and
 - (B) any other applicable policies, available on the Landcom website as at the date of the Contract.
- (c) The Contractor must:

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- (i) ensure, so far as is reasonably practicable, that the Contractor's Activities are without risk to the health and safety of persons who may in any way be affected by the Contractor's Activities;
- (ii) ensure that in carrying out the Contractor's Activities it does not pollute, contaminate or otherwise damage the environment; and
- (iii) ensure that in performing the Contractor's Activities, it does not do anything or fail to do anything that would cause Landcom to be in breach of the Safety Legislation.

13. Co-operation with Other Contractors

The Contractor must:

- (a) permit Other Contractors to carry out their work;
- (b) fully co-operate with Other Contractors; and
- (c) carry out the Contractor's Activities so as to avoid interfering with, disrupting or delaying the work of Other Contractors.

14. Title and risk

- (a) Title to the Goods transfers to Landcom upon the earlier of payment or delivery to the Delivery Location, and, at the time of the earlier of payment or delivery to the Delivery Location, the Goods must be free of any security interest.
- (b) The Contractor bears the risk of:
 - (i) any loss or damage to the Goods until they are delivered to the Delivery Location in accordance with this Contract;
 - (ii) where the Services involve the refurbishment, overhaul or repair of, or any other work in relation to, any parts, plant, equipment or goods owned by Landcom, any loss or damage to such parts, plant, equipment or goods while they are in the care, custody or control of the Contractor; and
 - (iii) at any time after the Goods are delivered or Services or Works are completed in accordance with this Contract, any loss of or damage to the Goods, the Works or the Deliverables arising from any act or omission of the Contractor (including during the Defects Liability Period) or from an event which occurred prior to delivery.

15. Payment

- (a) The Contractor may:
 - (i) submit an invoice for the Contract Price:
 - (A) following acceptance of the Contractor's Activities, in accordance with clause 8; and
 - (B) in respect of Contractor's Activities that are Works, monthly; or
 - (ii) if the Purchase Order provides for the payment of the Contract Price by way of instalments or milestone payments, submit an invoice for the relevant instalment or milestone payment at the times set out in the Purchase Order.
- (b) The Contractor must submit a correctly rendered invoice to Landcom. An invoice is correctly rendered if:
 - (i) it is correctly addressed and calculated in accordance with the Contract;
 - (ii) Landcom has not rejected the Contractor's Activities under clause 8;
 - (iii) it includes the Purchase Order number;
 - (iv) it is a valid tax invoice in accordance with the GST Act; and
 - (v) it attaches a signed "Subcontractor's Statement" in the form set out at:
 - (vi) <https://www.revenue.nsw.gov.au/help-centre/resources-library/forms/payroll/subcontractor-statement-worker-compensation-payroll-tax-opt011.pdf>.
- (c) Subject to compliance with clause 15(b), Landcom must pay the Contractor:
 - (i) within 20 Business Days after receipt of a correctly rendered invoice provided that Landcom considers that the Contractor's Activities have been completed in accordance with the Contract; or
 - (ii) within 15 Business Days after receipt of a correctly rendered invoice if the SOP Act applies to the Contract.
- (d) The Contract Price is firm and is inclusive of all taxes (other than GST), duties, the cost of any packaging, marking, handling, freight and delivery, insurance and all other costs of compliance with all other statutory, award or other legal or contractual requirements.

- (e) All monetary amounts in this Contract are exclusive of GST and Landcom will pay to the Contractor an amount equal to any GST payable on any taxable supply made under or in connection with the Contract.
- (f) The Contractor warrants that it is registered for GST under the GST Act and will immediately notify Landcom if it ceases to be registered or ceases to satisfy any of the requirements of any determination or ruling made by the Australian Taxation Office under the GST Act.

16. Intellectual property

- (a) Each party will retain its Pre-existing IPR and nothing in the Contract assigns or transfers the Pre-existing IPR of one party to another. Neither party may assert or bring any claim for ownership of any or all of the other party's Pre-existing IPR.
- (b) The Contractor grants to Landcom a non-exclusive, irrevocable, perpetual, transferable, royalty-free licence to use, reproduce, make adaptations of, modify or incorporate into other work (and sub-licence any other third party to do so) all existing and future Intellectual Property Rights comprised in or subsisting in the Contractor's Pre-existing IPR:
 - (i) to allow Landcom the full benefit and enjoyment of the Goods, the Works, the Services, the Deliverables and Contractor's Activities; and
 - (ii) for any purpose relating to the Contractor's Activities, Goods or Works (including producing, repairing, rectifying, maintaining, improving, servicing, adding to or altering the Deliverables, the Goods or the Works).
- (c) Landcom grants to the Contractor a non-exclusive licence to use Landcom's Pre-existing IPR solely for the purpose of carrying out the Contractor's Activities in accordance with the Contract.
- (d) Subject to the above, title in, and ownership of all Intellectual Property Rights associated with the Deliverables vests on its creation in Landcom. The Contractor agrees to execute all documents and do all acts and things required by Landcom to give effect to this clause.
- (e) The Contractor must not share or use any Indigenous Cultural Knowledge and Property in connection with the Contractor's Activities or in any Deliverables without the prior written approval of Landcom and subject to the Contractor ensuring that it has the right or permission from the relevant Aboriginal and Torres Strait Islander peoples, communities, custodians or traditional owners of the Indigenous Cultural Knowledge and Property, to do so
- (f) Notwithstanding any other provision of the Contract, the parties agree that, where any Indigenous Cultural Knowledge and Property is shared, used or incorporated into any Deliverables, the ownership of such Indigenous Cultural Knowledge and Property remains with the Aboriginal and Torres Strait Islander peoples, communities, custodians or traditional owners of the Indigenous Cultural Knowledge and Property.
- (g) The Contractor warrants that the provision of the Contractor's Activities in accordance with the Contract will not infringe within any third party's Intellectual Property Rights, any rights comprised within any Indigenous Cultural Knowledge and Property or any moral rights.
- (h) The Contractor must indemnify Landcom against any claims against, or costs, losses or damages suffered or incurred by, Landcom, arising out of, or in any way in connection with, any actual or alleged infringement of any Intellectual Property Rights in or associated with the Contractor's Activities.

17. Defects

- (a) Notwithstanding acceptance of the Contractor's Activities by Landcom in accordance with clause 8 or the Works reaching Completion (as applicable), the Contractor must remedy at its cost any Defects in the Contractor's Activities, the Goods or the Works notified by Landcom to the Contractor at any time within the Defects Liability Period.
- (b) The Contractor will be responsible for any costs of removing the Goods and supplying repaired or replacement Goods to Landcom together with any associated or incidental costs.
- (c) If the Contractor does not remedy the Defect, Landcom may remedy the Defect and the costs incurred by Landcom in remedying the Defect will be a debt due from the Contractor to Landcom.

18. Termination

Landcom may terminate the Contract if:

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- (a) the Contractor breaches the Contract and the breach is not capable of remedy;
- (b) the Contractor does not remedy a breach of the Contract which is capable of remedy within the period specified by Landcom (acting reasonably) in a notice of default issued by Landcom to the Contractor requiring the Contractor to remedy the breach; or
- (c) the Contractor becomes bankrupt or insolvent.

19. Termination for convenience

- (a) Without prejudice to any of Landcom's other rights, Landcom may:
 - (i) at any time for its sole convenience, and for any reason, by written notice to the Contractor terminate the Contract effective from the time the notice is given to the Contractor; and
 - (ii) thereafter, at its absolute discretion, complete the uncompleted part of the Contractor's Activities either itself or by engaging another contractor.
- (b) if Landcom terminates the Contract under clause 19(a), the Contractor will be entitled to payment, as determined by Landcom, of the reasonable costs incurred by the Contractor for:
 - (A) work carried out prior to the date of termination; and
 - (B) the goods or materials reasonably ordered by the Contractor for the Goods, the Works and Services for which the Contractor is legally bound to pay.
- (c) The Contractor must immediately deliver to the Delivery Location all items in which ownership has passed to Landcom under the Contract and hand over all copies of documents provided by Landcom under the Contract, and all Deliverables prepared by the Contractor (whether complete or not).
- (d) The amount to which the Contractor is entitled under this clause will be a limitation upon Landcom's liability to the Contractor arising out of, or in any way in connection with, the termination of the Contract.

20. Insurance

The Contractor must:

- (a) procure and maintain all insurances that a prudent contractor exercising Good Industry Practice would procure and maintain when providing goods and services similar to the Contractor's Activities;
- (b) provide evidence of such insurance on request by Landcom; and
- (c) use reasonable endeavours to ensure that the insurances required under this clause 20 extend the benefit of cover to Landcom in respect of its liability for the acts or omissions of the Contractor and its subcontractors.

21. Set off

If the Contractor owes any debt to Landcom in connection with the Contract, Landcom may deduct the amount of the debt from payment of the Contract Price.

22. Indemnity

The Contractor indemnifies Landcom against:

- (a) any loss of or damage to property;
- (b) any liability to or claims by a third party in respect of loss of or damage to property; and
- (c) any liability to or claims by persons in respect of injury to or death of persons, caused by, or arising out of, or in any way in connection with, the Contractor's Activities, provided that the Contractor's responsibility to indemnify Landcom will be reduced to the extent that an act or omission of Landcom contributed to the loss, damage, injury or death.

23. Limitation of liability

- (a) Subject to clause 23(b) but notwithstanding any other provision of the Contract:
 - (i) neither party will be liable to the other for Consequential Loss; and
 - (ii) the liability of the Contractor to Landcom arising out of the Contractor's performance of the Contract will be limited in aggregate to an amount equal to the Contract Price.
- (b) The limitation in clause 23(a) does not apply to liability of the Contractor for:
 - (i) liability under clause 16 or 22 or clause 6 of Schedule 1;
 - (ii) breach of the Contractor's obligations under clause 12(b)(v), 12(b)(vi) or clause 28(a);
 - (iii) fraud, unlawful (not including breach of contract) or illegal acts; or

- (iv) any liability for which the Contractor is (or will be) entitled to be indemnified under an insurance policy required to be effected under the Contract, or for which the Contractor would have been entitled to be indemnified under an insurance policy required to be effected under the Contract but for a failure by the Contractor to comply with its obligations under clause 20 (up to the amounts specified for the relevant insurance policy under clause 20).

- (c) The liability of Landcom to the Contractor in contract, tort (including negligence) or otherwise under the Contract will be limited in aggregate to an amount equal to the Contract Price, plus any other amounts payable by Landcom to the Contractor under the Contract.

- (d) The limitation in clause 23(c) does not apply to liability of Landcom for:
 - (i) fraud, unlawful (not including breach of contract) or illegal acts; or
 - (ii) liability that cannot be limited at law.

24. Prior activities

- (a) The parties acknowledge and agree that all of the terms and conditions of the Contract will apply to any works, services, goods or activities executed, supplied or performed by the Contractor in connection with the subject matter of the Contract or the Contractor's Activities:
 - (i) as if those works, services, goods or activities were Contractor's Activities; and
 - (ii) even if such works, services, goods or activities were executed, supplied or performed by the Contractor prior to the date of the Contract.
- (b) Any payment made to the Contractor by Landcom under or in connection with the subject matter of the Contract or the Contractor's Activities prior to the date of the Contract will be treated as a payment under the Contract and will fully discharge Landcom's obligation to pay the Contract Price in respect of the relevant works, services, goods or activities executed, supplied or performed by the Contractor.

25. Notices

Any notice or communication under the Contract will be effective if it is in writing, signed and sent to Landcom or the Contractor as the case may be, at the email set out in the Purchase Order.

26. Assignment

The Contractor must not assign any of its rights under the Contract without the prior written consent of Landcom.

27. Subcontracting

Subcontracting the whole or part of the Contractor's obligations under the Contract will not relieve the Contractor from any of its obligations under the Contract.

28. Confidentiality and public disclosure

The Contractor acknowledges and agrees that:

- (a) it shall not disclose any Confidential Information of Landcom to any third party without the prior written consent of Landcom (except in circumstances where it is required by law to disclose any Confidential Information); and
- (b) disclosure by Landcom of all or any part of the Contract may be required:
 - (i) in accordance with the Government Information (Public Access) Act 2009 (NSW); and
 - (ii) to satisfy the disclosure requirements of the New South Wales Auditor General or to satisfy the requirements of Parliamentary accountability, and the Contractor must use all reasonable endeavours to assist Landcom in meeting its disclosure obligations under this clause 28.

29. Conflict of interest

The Contractor warrants that, as at the date of the Contract, no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract by itself or by any of its officers, employees, agents or subcontractors, except as has been disclosed in writing by the Contractor to Landcom prior to the execution of the Contract. The Contractor shall notify Landcom in writing promptly if such a conflict of interest arises or appears likely to arise.

30. Modern slavery

- (a) In this clause 30:

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- (i) "Modern Slavery" means any conduct that constitutes or would constitute an offence under any of the Modern Slavery Laws, as amended from time to time; and
 - (ii) "Modern Slavery Laws" means the Modern Slavery Act 2018 (Cth) and the Modern Slavery Act 2018 (NSW) and any other applicable legislation addressing similar subject matter.
- (b) The Contractor warrants that it:
- (i) complies with and will continue to comply with all applicable Modern Slavery Laws;
 - (ii) has thoroughly investigated its labour practices, and those of its subcontractors in respect of any Modern Slavery used anywhere in its or its subcontractors' operations or supply chain (to the extent reasonably possible); and
 - (iii) has put in place all necessary processes, procedures, investigations and compliance systems to ensure that it can provide the warranties under this clause at all relevant times.

31. Artificial Intelligence

- (a) In this clause 31:
- (i) "AI System" means a machine-based system that, for explicit or implicit objectives, infers, from the input it receives, how to generate outputs such as predictions, content, recommendations, or decisions that can influence physical or virtual environments; and
 - (ii) "Landcom Data" means data provided by, on behalf of or in connection with Landcom or generated or processed by the Contractor (including by using an AI System) in the course of the Contractor's Activities.
- (b) The Contractor must use AI Systems in a manner consistent with the NSW Government's mandatory AI Ethics Principles and in compliance with all laws and the terms of the Contract.
- (c) Upon request by Landcom, the Contractor must disclose:
- (i) details of any AI System it is using in connection with the Contractor's Activities or into which it is inputting or uploading Landcom Data; and
 - (ii) any further information about such use that is reasonably required by Landcom.
- (d) The Contractor must not:
- (i) use in connection with the Contractor's Activities, or input or upload any Landcom Data into, any AI System that Landcom has banned by notice to the Contractor; and
 - (ii) without Landcom consent, input or upload any Landcom Data (including Confidential Information) into any AI System that:
 - (A) does not securely process and store (if applicable) Landcom Data; or
 - (B) stores or processes Landcom Data outside Australia.

32. Proportionate Liability

To the maximum extent permitted by law:

- (a) the parties agree that Part 4 of the Civil Liability Act 2002 (NSW) will not have any application to the Contract, the performance of the Contractor's Activities, or any of the obligations of the Contractor under the Contract or at law; and
- (b) the parties agree that the rights, obligations and liabilities will be those which would exist if Part 4 of the Civil Liability Act 2002 (NSW) did not apply.

33. Governing law

The laws of New South Wales apply to the Contract.

34. Entire Agreement

The Contract represents the parties' entire agreement in relation to the subject matter and supersedes all tendered offers and prior representations, communications, agreements, statements and understandings, whether oral or in writing.

35. Amendments

The Contract can only be amended by written agreement between the parties.

36. Contract terms

The Contractor acknowledges that it has had the opportunity to obtain legal and professional advice in relation to these terms and conditions prior to entering into the Contract.

37. Definitions

In the Contract:

Approval means any licence (including export licence), accreditation, permit, registration, consent, approval (including regulatory approval), determination, certificate, administrative decision, permission or other requirement of any government authority (howsoever described) having any jurisdiction in connection with the Contractor's Activities or under any applicable law, which must be obtained or satisfied to carry out the Contractor's Activities.

Business Day means any day other than:

- (a) a Saturday, Sunday or public holiday in the State or Territory in which the Contractor's Activities being carried out; or
- (b) 27, 28, 29, 30 or 31 December.

Completion means the stage when:

- (a) the Works are complete except for minor Defects which do not prevent the Works from being reasonably capable of being used for their intended purpose; and
- (b) the Contractor has done everything which the Contract requires it to do prior to Completion.

Confidential Information means any information provided by Landcom to the Contractor or which comes into the possession of the Contractor in connection with the Contractor's Activities or the Contract which Landcom has identified as confidential or the Contractor ought reasonably to know is confidential.

Consequential Loss means any loss of income, loss of revenue, loss of profit, loss of financial opportunity, loss of business or loss of business opportunity, loss of contract, loss of goodwill, loss of use or loss of production (whether the loss is direct or indirect).

Contract has the meaning given in clause 2.

Contract Price means the contract price specified in the Purchase Order.

Contractor means the contractor or supplier specified in the Purchase Order.

Contractor's Activities means all things or tasks which the Contractor is, or may be, required to do to comply with its Contract obligations and includes the supply of the Goods and/or Services and the design and construction of Works (as applicable).

Defect means any aspect of the Contractor's Activities, the Works, the Services or the Goods, or any part thereof, which is not in accordance with the requirements of the Contract.

Defects Liability Period means the period commencing on acceptance of the Contractor's Activities by Landcom and continuing for:

- (a) 120 days;
- (b) the period of the Contractor's or manufacturer's standard warranty applicable to the Contractor's Activities; or
- (c) such other period set out in this Contract, whichever is the longest.

Deliverables means all items, materials, documentation (including any plans, drawings, manuals and specifications), software and products produced, created or developed for Landcom by or on behalf of the Contractor as part of providing the Goods, the Works, the Services or the Contractor's Activities for the purposes of, or in anticipation of, this Contract, irrespective of whether they are produced, created or developed prior to the date of this Contract (but excluding the Goods).

Delivery Date means the date or dates for provision of the Goods or completion of the Works or Services (as applicable), as specified in the Purchase Order, as extended under clause 9.

Delivery Location means the location or locations for the provision of the Goods, as specified in the Purchase Order.

Good Industry Practice means practices which optimise safety, efficiency, durability and performance, and minimise environmental impacts, consistent with recognised standards, methods, and laws, as would be used by skilled and experienced contractors for works or services similar to the Contractor's Activities.

Goods means the goods specified in the Purchase Order (if any) to be provided by the Contractor.

GST has the meaning given in the GST Act.

GST Act means A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Indigenous Cultural Knowledge and Property includes all objects and knowledge, the nature or use of which has been transmitted or continues to be transmitted from generation to generation, regarded as pertaining to a particular Indigenous group or its territory, including all aspects of country, traditional practices, tangible cultural property, intangible cultural property,

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visual and performing arts, and the documentation of Indigenous peoples' heritage, excluding any Indigenous Cultural Knowledge and Property that comprises any Intellectual Property Rights.

Intellectual Property Rights means all present and future rights in relation to patents, registered designs, trademarks or names, copyright or other protected intellectual property rights (or any rights to registration of such rights) whether created before or after the date of this Contract and whether existing in Australia or otherwise.

Landcom means Landcom ABN 79 268 260 688, of Level 14, 60 Station Street, Parramatta NSW 2150.

Other Contractor means any supplier, contractor, consultant, artist, tradesperson or other person engaged to do work other than the Contractor and its subcontractors.

Personal Information has all the meaning given in the Privacy Act 1988 (Cth), the Health Records and Information Privacy Act 2002 (NSW) and the Privacy and Personal Information Protection Act 1998 (NSW) and includes 'health information' as defined in the Health Records and Information Privacy Act 2002 (NSW).

Pre-existing IPR of any party means any Intellectual Property Rights:

- (a) belonging to the party that are pre-existing as at the date of this Contract, but does not include any Intellectual Property Rights developed by the Contractor or any of its officers, employees, agents or subcontractors for the purposes of, or in anticipation of, carrying out the Contractor's Activities; or
- (b) that are brought into existence other than as a result of the performance of its obligations under this Contract,

and used by a party in performing its obligations under this Contract.

Privacy Laws means all applicable laws relating to privacy and personal information, including:

- (a) the Health Records and Information Privacy Act 2002 (NSW);
- (b) the Privacy and Personal Information Protection Act 1998 (NSW);
- (c) the Privacy Act 1988 (Cth); and
- (d) any other laws that regulate the handling of Personal Information in Australia or give rise to an actionable right of privacy.

Purchase Order means the purchase order attached to these General Conditions of Contract and any attachments to the Purchase Order (including any statement of work or services).

Safety Legislation means the Work Health and Safety Act 2011 (NSW) and the Work Health and Safety Regulations 2025 (NSW).

Services means the services specified in the Purchase Order (if any).

SOP Act means the Building and Construction Industry Security of Payment Act 1999 (NSW).

Works means the physical works to be carried out and completed under the Contract and handed over to Landcom (if any), as described in the Purchase Order.

Schedule 1 - Provisions relating to Work

1. Definitions

In this Schedule 1:

Site means any land made available by Landcom to the Contractor to carry out the Contractor's Activities, if any.

Site Conditions means all above and below ground conditions and characteristics of the Site and its surrounds.

WHS Management Plan means the work health and safety plan to be prepared by the Contractor under clause 6 of this Schedule 1, which must:

- (a) set out in adequate detail the procedures the Contractor will implement to manage the Contractor's Activities from a work health and safety perspective;
- (b) describe how the Contractor proposes to ensure the Contractor's Activities are performed consistently with Safety Legislation; and
- (c) comply with the specific requirements of Part 6.4 of the Work Health and Safety Regulation 2025 (NSW) in relation to the matters that a WHS management plan must include.

2. Completion

- (a) The Contractor must:
 - (i) achieve Completion by the Delivery Date; and
 - (ii) promptly notify Landcom if the Contractor becomes aware that it will be unable to complete the Works by the Delivery Date.
- (b) Within 10 Business Days of a request by the Contractor for the issue of a notice of Completion, Landcom must, if it is satisfied that Completion has been achieved, issue a notice to the Contractor either:
 - (i) stating the date that Landcom determines Completion of the Works was achieved and listing any minor Defects; or
 - (ii) stating that Landcom determines that Completion has not been achieved and giving reasons, in which case this clause 2 will re-apply.
- (c) The Contractor must rectify any minor Defects listed in a notice of Completion issued by Landcom under this clause 2 within the time specified in the notice.
- (d) Upon the issue of a notice of Completion the Contractor must hand over the Works to Landcom and correct all Defects listed in the notice.
- (e) The issue of a notice of Completion will not constitute approval by Landcom of the Contractor's performance of its contractual obligations in respect of the Works or be taken as an admission or evidence that the Works comply with the Contract.

3. Title and risk of Works

The Contractor bears the risk of any loss or damage to the Works until they have reached Completion.

4. Warranty relating to Works

The Contractor warrants that upon achieving Completion, to the extent they are designed by the Contractor, the Works will be fit for their intended purpose.

5. Site conditions and access

- (a) The Contractor is not entitled to make, and Landcom will not be liable upon, any claim for an increase in the Contract Price or for payment of money arising out of or in connection with the existence of any Site Conditions.
- (b) Landcom:
 - (i) is not obliged to:
 - (A) provide the Contractor with sole access to the Site; or
 - (B) carry out any work or provide any facilities to the Contractor (other than as stated in the Contract) which may be necessary to enable the Contractor to obtain adequate access to carry out the Contractor's Activities; and
 - (ii) may engage Other Contractors to work upon or in the vicinity of the Site at the same time as the Contractor.
- (c) In carrying out the Contractor's Activities, the Contractor must:
 - (i) minimise disruption or inconvenience to:
 - (A) Landcom, occupiers, tenants and potential tenants of the Site in their occupation or use of, or attendance upon, any part of the Site; and
 - (B) others having a right of access to the Site;

- (ii) at all reasonable times give Landcom and any person authorised by Landcom access to the Works, the Site or any areas outside of the Site where Contractor's Activities are being carried out; and
- (iii) provide Landcom and any person authorised by Landcom with every reasonable facility necessary for the supervision, examination and testing of the Contractor's Activities.

6. Work health and safety

- (a) In this clause 6, the terms "construction work", "principal contractor" and "workplace" have the same meanings assigned to those terms under the Safety Legislation.
- (b) Unless Landcom notifies the Contractor in writing that the Contractor will not be the principal contractor:
 - (i) Landcom authorises the Contractor to have management and control of each workplace at which construction work is to be carried out and to discharge the duties of a principal contractor, under the Safety Legislation;
 - (ii) the Contractor accepts the engagement as principal contractor and agrees to discharge the duties imposed on a principal contractor by the Safety Legislation; and
 - (iii) the Contractor's engagement and authorisation as principal contractor will continue:
 - (A) until the Works have reached Completion; and
 - (B) while any rectification work that is "construction work" is carried out during the Defects Liability Period, unless sooner revoked by Landcom terminating the Contract pursuant to any provision of the Contract or according to law.
- (c) Where the Contractor is not engaged as the principal contractor, the Contractor must comply with the reasonable directions of the principal contractor in relation to any construction work forming part of the Contractor's Activities.
- (d) As a condition precedent to Landcom's obligation under the Contract to provide the Contractor with access to, or possession of the Site, the Contractor must prepare and submit a WHS Management Plan to Landcom for approval (such approval not to be unreasonably withheld).
- (e) No comment upon nor any review, acceptance or approval of the WHS Management Plan by Landcom will affect any warranty or guarantee given by the Contractor or relieve the Contractor of any of its liabilities or obligations under the Contract.
- (f) To the extent not prohibited by law, the Contractor indemnifies Landcom against any claims against, or loss suffered or incurred by, Landcom arising out of or in connection with the failure of the Contractor to discharge the duties imposed on a principal contractor under the Safety Legislation (if the Contractor has been engaged as principal contractor) or otherwise comply with this clause 6.

7. Cleaning up

In carrying out the Contractor's Activities, the Contractor must:

- (a) keep the Site clean and tidy and free of refuse; and
- (b) as a condition precedent to acceptance of the Contractor's Activities by Landcom and the Works achieving Completion, remove all rubbish, materials and plant, equipment and work from the part of the Site relevant to the Contractor's Activities.

8. Testing

The Contractor must carry out all tests required by the Contract or directed by Landcom.

9. Long Service Levy

Without limiting clause 12 of the General Conditions of Contract, where the Contractor's Activities require the Contractor to carry out any Works, before commencing the Contractor's Activities, the Contractor must:

- (a) pay to the Building and Construction Industry Long Service Payments Corporation or the Corporation's agent the amount of the long service levy payable in respect of the building and/or construction work under the Building and Construction Industry Long Service Payments Act 1986 (NSW); and
- (b) produce to Landcom documentary evidence of payment of the levy. Version 1.0 - 12 June 2026