

Minor Works Contract



Contract Agreement

[Short title for Contract] [add Contract Reference number if applicable]

The Parties

Pan Pac Forest Products Ltd (Pan Pac)

1161 State Highway 2, Wairoa Road, Napier 4182, New Zealand

Private Bag 6203, Hawke's Bay Mail Centre, Napier 4142, New Zealand

and

[Insert the legal name of the Contractor] (Contractor)

[Insert address] For a company use the registered office. For others use physical address.

[Insert address]

The Contract

1. The Contractor shall construct, complete, deliver and remedy defects in the Works as described in the Contract.
2. Pan Pac shall pay the Contractor the Contract Price as defined in and at the times and in the manner provided in the Contract.
3. Each party shall carry out and fulfil all other obligations imposed on that party by the Contract.

The documents forming this Contract are:

1. This Contract Agreement
2. Schedule 1 - Contract Details
3. Schedule 2 - Standard Terms and Conditions
4. Schedule 3 – Contract Price and Invoicing
5. Schedule 4 – Scope of Works
6. Schedule 5 – Deviations to the Standard Terms and Conditions
7. **[List any other document intended to form part of the contract]**

Each item higher in the list will prevail over any item appearing lower in the list where any conflict or ambiguity between them arises.

Acceptance

In signing this Contract each Party acknowledges that it has read and agrees to be bound by it and the signatory is duly authorised to commit the Party to the Contract

For and on behalf of the Pan Pac Forest Products Ltd		For and on behalf of the Contractor:	
_____		_____	
(signature)		(signature)	
Name:		Name:	
Position:		Position:	
Date:		Date:	

Schedule 1 Contract Details

Start Date			Reference Schedule 2 clause 2.1
	Due Date for Completion		Reference Schedule 2 clauses 2.1
Contract Managers Reference Schedule 2 clause 5	Pan Pac's Contract Manager		Contractor's Contract Manager
	Name:		
	Title / position:		
	Address:	1161 SH2, Wairoa Road, Napier 4182	
	Phone:		
	Fax:		
	Email:		
Addresses for Notices Reference Schedule 2 clause 18	Pan Pac's address		Contractor's address
	For the attention of:	[Contract Mgr or senior mgr]	[Contract Mgr or senior mgr]
	c.c. Contract Manager	[cc if senior manager above]	[cc if senior manager above]
	Delivery address:	1161 SH2 Wairoa Road, Napier 4182	
	Postal address:	Private Bag 6203, Napier 4142	
	Fax:		
	Email:		
Contractor's Approved Personnel Reference Schedule 2 clause 2.3	[OPTIONAL] Approved Personnel		
	Name:		
	Position:		
Contractor's Approved Sub-contractor Reference Schedule 2 clause 2.3	[OPTIONAL] Approved Sub-contractor		
	Name:		
	Address:		
Address for invoices Reference Schedule 2 clause 4	Pan Pac's address		
	For the attention of:	Pan Pac Accounts Payable	
	Physical address:	1161 State Highway 2, Wairoa Road, Napier 4182, New Zealand	
	Postal address:	Private Bag 6203, Hawke's Bay Mail Centre, Napier 4142, New Zealand	
	Email:	panpacaccounts@panpac.co.nz	

Insurance

Reference Schedule 2
Clause 8

INSURANCE: Pan Pac does not require any insurance other than that nominated in clause 8 Schedule 2 of this Contract. **[and delete the wording below]**

OR

The Contractor must have the following additional insurances:

- a. **Insert type** insurance to the value of **#[insert figure]** **OR WHATEVER HAS BEEN NEGOTIATED AND APPROVED BY COMPANY SECRETARY AND/OR CFO**

Schedule 2 - Standard Terms and Conditions

1. Definitions

1.1 The following definitions shall have effect throughout this Contract except where the context otherwise requires:

Approved Personnel A person who is engaged by the Contractor to perform the Works and is named in Schedule 1.

Business Day A day when most businesses are open for business in Hawke's Bay, New Zealand. It excludes Saturday, Sunday, and public holidays. A Business Day starts at 8.30am and ends at 5pm.

Confidential Information Information that:

- (a) is by its nature confidential
- (b) is marked by either Party as 'confidential', 'in confidence', 'restricted' or 'commercial in confidence'
- (c) is provided by either Party or a third party 'in confidence'
- (d) either Party knows or ought to know is confidential, or
- (e) is of a sensitive nature or commercially sensitive to either Party.

Conflict of Interest A Conflict of Interest arises if a Party or its Personnel's personal or business interests or obligations do or could conflict or be perceived to conflict with its obligations under this Contract. It means that its independence, objectivity or impartiality can be called into question. A Conflict of Interest may be:

- (a) actual: where the conflict currently exists
- (b) potential: where the conflict is about to happen or could happen, or
- (c) perceived: where other people may reasonably think that a person is compromised.

Contract This contract between Pan Pac and the Contractor including all the schedules and annexures attached hereto.

Contract Manager The person named in Schedule 1 as the Contract Manager.

Contract Price The total amount payable by Pan Pac to the Contractor for the Works as stated in Schedule 3.

Defects Liability Period Is the period of defects liability as defined at Clause 13.

Due Date for Completion The date stated in Schedule 1.

Force Majeure Event An event that is beyond the reasonable control of the Party immediately affected by the event. A Force Majeure Event does not include any risk or event that the Party claiming could have prevented or overcome by taking reasonable care. Examples include:

- (a) acts of God, lightning strikes, earthquakes, tsunamis, volcanic eruptions, floods, storms, explosions, fires, pandemics and any natural disaster
- (b) acts of war (whether declared or not), invasion, actions of foreign enemies, military mobilisation, requisition or embargo
- (c) acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution or military usurped power or civil war, or

- (d) contamination by radioactivity from nuclear substances or germ warfare or any other such hazardous properties.

GST The goods and services tax payable in accordance with the New Zealand Goods and Services Tax Act 1985.

Good Industry Practice The practices, methods and procedures and that degree of skill, diligence, prudence and foresight that would reasonably be expected to be observed by a skilled and experienced contractor of repute engaged in carrying out activities the same as or similar to the Works under the same or similar circumstances to those contemplated in this Contract.

Intellectual Property Rights All Intellectual Property Rights and interests, including copyright, trademarks, designs, patents and other proprietary rights, recognised or protected by law.

New Intellectual Property Rights Intellectual Property Rights developed after the date of this Contract and incorporated into the Works.

Party Pan Pac and the Contractor are each a Party to this Contract, and together are the Parties.

Personnel All individuals engaged by either Party in relation to this Contract or the delivery of the Works. Examples include: the owner of the business, its directors, employees, Sub-contractors, agents, external consultants, specialists, technical support and co-opted or seconded staff. It includes Approved Personnel.

Practical Completion Has the meaning given to it at clause 12.6.

Pre-existing Intellectual Property Rights Intellectual Property Rights developed before the date of this Contract. It does not cover later modifications, adaptations or additions.

Records All information and data necessary for the management of this Contract and the delivery of the Works. Records include, but are not limited to, reports, invoices, letters, emails, notes of meetings, photographs and other media recordings. Records can be hard copies or soft copies stored electronically.

Site The land and other places on or over or under which the Works are to be carried out together with any other places made available to the Contractor by Pan Pac conditionally or unconditionally for the purpose of the Contract.

Start Date The date when Works are to commence under this Contract as stated in Schedule 1.

Sub-contractor Any person to which the Contractor subcontracts the performance of any part of the Works or performance of any other obligation of the Contractor under this Contract, and includes any person (at any further subcontracting tier) to which such performance is further subcontracted.

Variation Any change to the Works as instructed or approved as a variation by Pan Pac under clause 11.

Works All work, tasks, services, including temporary works that the Contractor is required to perform and deliver pursuant to this Contract, including those stated in Schedule 4.

1.2 Interpretation

- (a) Section, clause and other headings are for ease of reference only and shall not affect the interpretation of this Contract.
- (b) Words importing the singular number shall include the plural and vice versa.
- (c) Any schedules and annexures to this Contract and the provisions and conditions contained in such schedules and annexures have the same effect as if set out in the body of this Contract.
- (d) Expressions defined in the main body of this Contract bear the defined meaning in the whole of this Contract including the background, schedules and appendices.

- (e) References to Sections, Clauses, Schedules and Annexures are references to sections, clauses, schedules and annexures of this Contract.
- (f) Any obligation not to do anything includes an obligation not to suffer, permit or cause that thing to be done.

2. Contractor's obligations

Commencement, Completion and Remedy of Defects

2.1 The Contractor must:

- (a) commence the Works on the Start Date or as soon thereafter as Pan Pac makes the Site available;
- (b) provide all services, labour, materials, plant, temporary works, transport and everything necessary to undertake and complete the Works except for any Pan Pac supplied items as stated in the Schedule 4, and shall not be entitled to substitute any product specified in Schedule 4 without Pan Pac's prior written approval;
- (c) proceed with the Works with due care and diligence and in a proper and workmanlike manner and must complete the Works in accordance with the Contract by the Due Date for Completion;
- (d) ensure the Works on completion are fit for the purpose for which they are intended as can reasonably be ascertained from the Contract; and
- (e) promptly remedy defects in accordance with clause 13 of the Contract.

Compliance with Statutory Requirements

2.2 The Contractor and Pan Pac will establish a process to consult, cooperate and coordinate with each other with regards to overlapping duties, and arrangements to control risks. The Contractor and Pan Pac will control any overlaps and risks that are appropriate for them to control. The nature of that control will reflect how much influence and control the Contractor or Pan Pac has, and what is reasonably practicable in the circumstances.

2.3 In carrying out the Works the Contractor and all Sub-contractors shall comply with the provisions of all statutes, regulations and bylaws of government, local and public authorities that may be applicable to the Contract Works and applicable codes of practice.

In particular, the Contractor will:

- (a) comply with the provisions of the New Zealand Health and Safety at Work Act 2015, as amended from time to time, and any requirement or arrangement made pursuant to the Health and Safety in Employment Regulations 1995; and
- (b) comply with the provisions of the Hazardous Substances and New Organisms Act 1996 as amended from time to time, and regulations made under that Act; and
- (c) comply with the provisions of, and any arrangement made pursuant to, the Health and Safety (Major Hazard Facilities) Regulations 2016.

Please refer <http://www.legislation.govt.nz/act/public/2015/0070/latest/DLM5976660.html>

Compliance with Pan Pac Requirements

2.4 In carrying out the Contract Works the Contractor and all Sub-contractors will comply with any relevant codes of conduct, site requirements, policies and procedures, including those relating to

health and safety and security and any other requirements of Pan Pac as specified in the Contract or notified by Pan Pac to the Contractor from time to time.

Induction, Training and Competency of Personnel

2.5 All of the Contractor's Personnel will complete the appropriate Pan Pac inductions prior to commencing any work and will be provided with all health and safety policies and procedures, and any site requirements or other relevant information. The induction will include the identification of risks and hazards that the Contractor's Personnel may be exposed to at the Site (and the associated control measures in place). This induction will also require the completion of the on-line Pan Pac Site Induction; and

- (a) an area specific induction (Pulp, Lumber, 3PY); or
- (b) a job specific induction that will allow the person(s) to complete work on that job only.

The Contractor will give Pan Pac advanced notice of at least 48 hours when an employee or subcontractor requires the above inductions.

2.6 The Contractor will ensure that information on safety provided by Pan Pac is conveyed to its Personnel and implemented. Such information can be in connection with:

- (a) the identification of hazards and assessment of risk in the workplace;
- (b) the control measures for eliminating, minimising or managing those risks;
- (c) any safety procedure; and
- (d) to consult, co-operate and co-ordinate with all workers working at the Site, regardless of the nature of their employment.

2.7 The Contractor will ensure that all personnel involved in carrying out the Works have the necessary skill, experience, training and resources to successfully carry out the Works in accordance with the requirements of the Contract.

2.8 The Contractor agrees that its employees will stay current with any specialised or refresher training related to or required by trade or occupation and will ensure that all employees are adequately trained and informed.

2.9 Where any Approved Personnel have been authorised by Pan Pac to undertake the Works, the Contractor must use such Approved Personnel and not change or remove such persons from undertaking the Works without the prior written approval of Pan Pac.

Protection of People and Property

2.10 The Contractor will operate and maintain a health and safety management system for all Works which specifies the specific health and safety processes, practices and procedures for the Works. The contractor health and safety management system will include:

- (a) systems and procedures for the systematic identification of existing and potential hazards in the workplace, including those notified by Pan Pac, and assessing then eliminating or minimising risks and communicating these to Pan Pac;
- (b) identifying the training, qualifications, experience and capability of its Personnel, and the supervision arrangements, to ensure its Personnel perform specified duties to the level of competency;
- (c) providing systems and procedures for monitoring the compliance of its Personnel with safe systems of work;

- (d) providing systems and procedures for health monitoring and exposure monitoring of its Personnel, when required, at the Site in accordance with the New Zealand Health and Safety at Work (General Risk and Workplace Management) Regulations 2016;
- (e) identifying the safety equipment to be used and the procedures for dealing with on Site emergencies; and
- (f) information which the Contractor provides to its staff relating to existing and potential hazards and risks in the workplace, safe working practices, safety equipment and emergency procedures; etc.

The Contractor will ensure that its Personnel comply with the Contractor's health and safety management system.

2.11 Prior to commencing any work on the Site, the Contractor and Pan Pac will identify any significant safety hazards associated with the Works or the Site; and any special safety measures that may be required.

2.12 The Contractor will:

- (a) submit a site specific safety plan to Pan Pac prior to the commencement of the Works and complete task specific risk assessments throughout the duration of the Contract:
 - (i) Task specific risk assessments (but will not be limited to) include Job Safety Analysis ("JSA") for major repairs, modifications, projects and permitted works; or
 - (ii) Take 5 for safety ("T54S") or STOP risk assessments for low risk and routine maintenance works; and
- (b) comply with each health and safety plan and task based risk assessment; and
- (c) be pursuant to applicable Codes of Practice and industry guides and any safety requirements or procedures notified by Pan Pac; and
- (d) update the Health and Safety Plan as the Works progress to incorporate hazards unforeseen prior to the date of this Contract.

2.13 The Contractor will take all reasonable steps to:

- (a) keep the Site and the Works in an orderly state and in such a condition required to avoid any danger to persons and property;
- (b) provide and maintain a safe working environment;
- (c) ensure that any person on the Site is not unnecessarily exposed to hazards which are under the Contractor's control; and
- (d) have proper procedures for dealing with emergencies that may arise.
- (e) to avoid nuisance (including unnecessary or excessive noise) and prevent damage to property.
- (f) provide all watching and provide, erect, maintain and when no longer required remove all barricades, fencing, temporary roadways and footpaths, signs and lighting necessary for the effective protection of property, for traffic and for the safety of others.

Reporting and Investigation of Contract related events

2.14 The Contractor will:

- (a) maintain a register of all events (accidents and incidents/near misses); and
 - (b) ensure all events involving their employees or subcontractors are reported to Pan Pac as soon as practical; and
 - (c) undertake an investigation and provide initial findings to Pan Pac within 24hrs; and
 - (d) provide the final/or draft written investigation report to Pan Pac within 5 working days.
- 2.15 Where Pan Pac also elects to complete an investigation the Contractor, their Employees and Subcontractor will participate as requested.
- 2.16 The Contractor and Pan Pac will implement agreed recommendations and actions resulting from investigations.
- 2.17 In the event of any damage to the Works or any part of the Site, the Contractor will immediately report such damage to Pan Pac. For cases where production is likely to be interrupted, or where repair costs is likely to exceed \$1,000, a written damage report must be presented to Pan Pac within 24 hours of the incident occurring.

Notifiable Events (Incident or Injury/illness)

- 2.18 The Contractor will immediately advise Pan Pac of any Notifiable Events (Incident or Injury/illness) to which the New Zealand Health and Safety at Work Act 2015 applies. The Contractor and Pan Pac will ensure that:
- (a) specified notification times frames are met; and
 - (b) the site where Notifiable Event occurred is not disturbed (excluding legal exceptions); and
 - (c) abide with all other legal requirements.

The Contractor will give Pan Pac a copy of any report which the Contractor is required to make to WorkSafe or other public authority associated with the carrying out of the Works.

- 2.19 The Contractor must notify Pan Pac in advance of any communication with any public authority relating to the Works or any incidents resulting from carrying out the Works. The Contractor shall provide Pan Pac a copy of any report which the Contractor is required to make to a public authority on any accident which is associated with the carrying out of the Works and results in serious harm to any person.

Subcontractors

- 2.20 The Contractor will not:
- (a) assign the Contract nor enter into a subcontract for the whole or substantially the whole of the Contract; or
 - (b) subcontract any part of the Contract Works, except to a subcontractor so named in the RFQ or in a proposal for carrying out Project Works, without the written consent of Pan Pac whose consent will not be unreasonably withheld.
- 2.21 The subcontracting of any part of the Contract Works shall not relieve the Contractor from any liability or obligation under the Contract. If any part of the Contract Works is subcontracted, the Contractor remains responsible for the performance of the Contract Works as if the subcontractor's workers, tools and equipment were the Contractor's.
- 2.22 Where the contractor engages a subcontractor they will:

- (a) have a system to assess the health and safety systems and competencies of the subcontractor; and
- (b) have systems to monitor the subcontractor's compliance with rules and hazard management requirements.

Prequalification, Monitoring and Review

2.23 The Contractor will complete a prequalification assessment that assesses their health and safety systems, and other management processes used by the Contractor. The assessment provides Pan Pac with indication of the Contractor ability to perform work that is aligned with good practice.

If the assessment identifies significant deficiencies in the Contractor practices, the Contractor will take timely steps to rectify these. Failure to do so will result in the Contractor not being awarded the Contract or the Contract terminated.

2.24 The Contractor will ensure that all persons under the Contractor's control are appropriately supervised.

2.25 The Contractor agrees to have random site safety checks conducted by a Pan Pac representative.

2.26 Pan Pac or its agents may undertake audits to verify that the Contractor has adequate safety management systems in place and that the Contractor is complying with these systems and any safety requirements of the Contract. The results of these audits shall be made available to the Contractor.

2.27 The Contractor will participate in an annual review of their performance and where deficiencies are identified the Contractor shall take timely steps to rectify these.

Termination and refusal of Entry

2.28 Pan Pac reserves the right, in its sole discretion, to refuse admission to any of the Contractors employees to the Site for any reason.

2.29 The Contractor agrees that the breach of any health and safety requirements or failure to meet any of the requirements of Pan Pac could will constitute a material breach of this Contract and may result is suspension or termination of this Contract.

2.30 The Contractor acknowledges and agrees that it is not entitled to exclusive possession of the Site and must co-operate with any other persons who come on to the Site, including the representatives of Pan Pac, other contractors or third parties.

Emergency Management

2.31 The Contractor agrees to keep and maintain an up to date record of the Contractor's employees on Site at all times and in case of an area or site evacuation ensure its employees are accounted for.

Contractors requirement to allow for Health & Safety Compliance within Contract Price

2.32 The Contractor will be deemed to have examined the Site of the Works, (including any specific health and safety regulations of Pan Pac), the terms and conditions under this Contract and any Special Conditions of Contract (insofar as they apply to the Works), applicable Standards, Service Specifications, drawings (if any), schedules and all other documents listed in the Letter of Acceptance, and to have made all due allowance within its Contract Price for the Works for compliance therewith.

Responsibility for Care of the Works and the Environment

- 2.33 The Contractor shall be responsible for care of the Works and all plant or materials awaiting incorporation into the Works, from the time it obtains possession of the Site until Practical Completion.
- 2.34 The Contractor shall make good at its sole cost and expense any loss or damage to the Works, materials or plant to the extent that it is responsible for those Works, materials or plant under 2.33.
- 2.35 The Contractor shall, in the performance of the Works, take all necessary steps to protect the environment and comply with all applicable laws and Good Industry Practice regarding the protection of the environment, including the requirements of the Resource Management Act 1991.
- 2.36 The Contractor shall at all times keep the Site and any other site on which the Works are carried out free from accumulations of waste and rubbish. At the completion of the Works, the Contractor shall remove from the Site, at its sole cost and expense, all of the Contractor's tools, scaffolding, surplus materials and temporary works and shall leave its lay-down area and any portions of the Site used by it 'broom-clean'.

Consents

- 2.37 Unless otherwise stated in Schedule 4, Pan Pac shall obtain all necessary consents, permits and licences required by any relevant authorities for the carrying out of the Works and shall pay all required consent fees.

Warranties

- 2.38 The Contractor shall obtain all usual and customary trade warranties from the manufacturer(s) and sub-manufacturer(s) (if applicable) of any component of the Works and shall ensure that Pan Pac shall have the benefits of the warranties.
- 2.39 The Contractor warrants that the Works shall:
- (a) be free from defects in title, design, materials or workmanship;
 - (b) conform to all specifications and all applicable codes and standards set out in Schedule 4 (including all specifications and all applicable codes and standards incorporated by reference into and/or appended to Schedule 4);
 - (c) conform in all respects to the terms and conditions of this Contract;
 - (d) comply with all applicable laws; and
 - (e) where the Works include the provision of goods, use only goods that are new and of recent manufacture and of good quality, normal fair wear and tear excepted.

3. Pan Pac's obligations

Pan Pac must:

- (a) make the Site available to the Contractor for the performance of the Works, provided the Contractor complies with the health and safety or any other requirements in relation to the Site Pan Pac may have.
- (b) make decisions and give approvals reasonably required by the Contractor to enable delivery of the Works. No approval, permission or comment by Pan Pac will affect the Contractor's obligations under the Contract;
- (c) make payment to the Contractor in accordance with the requirements of the Contract.

4. Contract Price and Payment

Contract Price & invoices

- 4.1 The Contract Price is the total maximum amount payable by Pan Pac to the Contractor for the Works.
- 4.2 The Contractor is deemed to have inspected the Site and examined all other documents and information available in relation to the Works and to have satisfied itself as to the correctness and sufficiency of the Contract Price.
- 4.3 On the dates and the times specified in Schedule 3, the Contractor must provide Pan Pac with a valid payment claim. The payment claim shall be in the form of a GST invoice. The payment claim must be addressed to Pan Pac and must detail the amounts claimed for payment and show details of any amendments to the original Contract Price.
- 4.4 If the Contractor is requesting payment for materials that are not on Site, such request shall only be made if agreed by Pan Pac at its sole discretion and only if the following conditions are met:
- (a) the materials are to the satisfaction of Pan Pac, appropriately secured and protected;
 - (b) the materials are clearly marked as the property of Pan Pac and insured for Pan Pac;
 - (c) the materials are required to meet the reasonable requirements of the Contract schedule and not being prematurely procured;
 - (d) the Contractor has incurred a liability to pay for the materials and has demonstrated that liability to the satisfaction of Pan Pac;
 - (e) the materials are in New Zealand and are manufactured and ready for incorporation into the Works; and
 - (f) the Contractor and any relevant Sub-contractor have duly entered into and delivered to Pan Pac an off-site materials agreement in the form acceptable to Pan Pac, together with evidence acceptable to Pan Pac of the registration of Pan Pac's security interest in respect of such materials on the Personal Properties Securities Register in the priority required by the off-site materials agreement or as otherwise agreed with Pan Pac.
- 4.5 [If the Contractor requires any advance payment under this Contract, prior to commencing the Works, the Contractor shall provide to Pan Pac a properly executed advance payment bond issued by a first class bank located in New Zealand acceptable to Pan Pac and in a form approved by Pan Pac.]¹
- 4.6 [All payment claims are subject to a retention of 10% which shall be payable to the Contractor by Pan Pac (less any deductions) upon the issue of the final completion certificate in accordance with clause 12.9. Pan Pac may, at its discretion, apply such withheld amounts towards remedying any breach of this Contract by the Contractor.]²
- 4.7 Pan Pac shall assess the Contractor's payment claim and may amend it as necessary to comply with the terms of the contract its valuation of the works performed.
- 4.8 If a payment claim is issued under the Construction Contracts Act 2002, Pan Pac shall issue to the Contractor a payment schedule within twenty (20) Business Days of receipt of the payment claim. The payment schedule will indicate the amount of the payment claim which Pan Pac proposes to pay the Contractor ("the Scheduled Amount"). Where the Scheduled Amount is less than the amount claimed in the payment claim, the payment schedule shall indicate:

¹ Delete this provision if no advance payment will be made.

² Delete if no retentions will apply.

- (a) the manner which Pan Pac has calculated the Scheduled Amount; and
- (b) Pan Pac's reasons for the difference between the Scheduled Amount and the amount of the payment claim; and
- (c) where the difference is because Pan Pac is withholding payment on any basis, Pan Pac's reasons for withholding payment.

Payment and Set-off

- 4.9 Pan Pac shall pay the Scheduled Amount within ten (10) Business Days from issue of the payment schedule to the Contractor under clause 4.1(h).
- 4.10 If the Contractor issues an invoice which is not a payment claim under the Construction Contracts Act 2002, subject to clause 4.2(c), Pan Pac will pay any undisputed amounts to the Contractor on the 25th day of the month following receipt of the payment claim or valid invoice by Pan Pac. If such day falls on a weekend or statutory holiday, Pan Pac will make payment on the next Business Day following the 25th.
- 4.11 Pan Pac is entitled to set off against any payments otherwise due to the Contractor amounts in respect of claims Pan Pac has against the Contractor under the Contract or at law.

5. Contract management

Contract Manager

- 5.1 The persons named in Schedule 1 as the Contract Managers are responsible for managing the Contract, including:
- (a) managing the relationship between the Parties;
 - (b) overseeing the effective implementation of this Contract; and
 - (c) acting as a first point of contact for any issues that arise.

Changing the Contract Manager

- 5.2 If a Party changes its Contract Manager it must notify the other Party, in writing, the name and contact details of the replacement within five (5) Business Days of the change.

6. Information management

Information and Records

- 6.1 The Contractor must:
- (a) keep and maintain Records in accordance with prudent business practice and all applicable laws;
 - (b) make sure the Records clearly identify all relevant time and expenses incurred in carrying out the Works;
 - (c) make sure the Records are easy to access; and
 - (d) keep the Records safe.
- 6.2 The Contractor must give information to Pan Pac relating to the Works that Pan Pac reasonably requests. All information provided by the Contractor must be in a format that is usable by Pan Pac, and delivered within a reasonable time of the request.

- 6.3 The Contractor must co-operate with Pan Pac to provide information immediately if the information is required by Pan Pac to comply with an enquiry or its statutory, parliamentary, or other reporting obligations.
- 6.4 The Contractor must make its Records available to Pan Pac during the term of the Contract and for seven (7) years after Practical Completion or earlier termination of the Contract (unless already provided to Pan Pac earlier).
- 6.5 The Contractor must make sure that Records provided by Pan Pac or created for Pan Pac, are securely managed and securely destroyed on their disposal.

7. **Sub-Contractors**

Rules about subcontracting

- 7.1 The Contractor shall not subcontract any elements of this Contract (or replace any Subcontractor previously approved by Pan Pac) without the prior written consent of Pan Pac. Such consent shall not relieve the Contractor of any of its obligations under this Contract or create any contractual relationship between Pan Pac and such Subcontractor(s).
- 7.2 The Contractor shall be fully responsible for the acts or omissions of any of its Subcontractors. The Contractor's obligations and liabilities under this Contract shall not be affected by the subcontracting of any part of the Works.
- 7.3 All subcontracts with Subcontractors shall be freely assignable to Pan Pac upon Pan Pac's written request and the Contractor shall ensure each subcontract provides that such subcontract shall be freely assignable to Pan Pac by the Contractor.
- 7.4 The Contractor must ensure that:
 - (a) each Sub-contractor is fully aware of the Contractor's obligations under this Contract, and
 - (b) any subcontract it enters into is on terms that are consistent with this Contract.

8. **Insurance**

Insurance is a requirement

- 8.1 It is the Contractor's responsibility to ensure its risks of doing business are adequately covered, whether by insurance or otherwise. Without prejudice to the foregoing the Contractor shall arrange and maintain:
 - (a) public liability insurance until issue of the final completion certificate under clause 12.9. The insurance must cover both the Contractor and Pan Pac for any liability for loss or damage to any property, or injury or illness or death to any person that arises from the carrying out the Works. The insurance must be for at least \$10,000,000;
 - (b) insurance against public liability arising from the use of any motor vehicle by the Contractor with cover of not less than \$10,000,000 per claim;
 - (c) "all risk" insurance covering the full replacement value of all personal property and equipment that the Contractor may keep on Site; and
 - (d) any other insurances as may be required as specified in Schedule 1.
- 8.2 All insurance policies taken by the Contractor shall be from reputable licensed insurers approved by Pan Pac. The Contractor shall provide evidence of the Contractor's insurances to the satisfaction of Pan Pac. All insurances shall conform to the reasonable requirements of Pan Pac.

9. Indemnity

9.1 The Contractor agrees to indemnify and hold harmless Pan Pac from and against:

- (a) any and all claims, demands, losses, causes of action, damage, lawsuits, judgments, including attorneys' fees and costs, to the extent caused by, arising out of, or relating to breach of this Contract by the Contractor;
- (b) all claims, liabilities, costs, losses or damages arising from damage to any property, or personal injury to any person or illness or death of any person that arises from the Contractor's performance of the Works.

10. Conflicts of Interest

Avoiding Conflicts of Interest

10.1 The Contractor warrants that as at the date of this Contract, it has no Conflict of Interest in relation to the Works or entering into this Contract.

10.2 The Contractor must do its best to avoid situations that may lead to a Conflict of Interest arising.

Obligation to tell Pan Pac

10.3 The Contractor must tell Pan Pac immediately, and in writing, if any Conflict of Interest arises in relation to the Works or this Contract. If a Conflict of Interest does arise the Parties must discuss, agree and record in writing whether it can be managed and, if so, how it will be managed. Each Party must pay its own costs in relation to managing a Conflict of Interest.

11. Variations

11.1 The Contractor must carry out any Variations to the Works instructed in writing by Pan Pac. The Contractor must not vary the Works without an instruction in writing from Pan Pac.

11.2 Unless Pan Pac directs otherwise in writing, the value of the Variation must be agreed, or fixed by Pan Pac, prior to the Contractor commencing the varied work. If the Contractor and Pan Pac are unable to agree upon the value of a Variation, then Pan Pac will fix the value by referring to the Contractor's prices in relation to similar work under the Contract, if any, and/or what is fair and reasonable in the circumstances. The value of Variations will be added to or deducted from the Contract Price.

11.3 Pan Pac must issue a Variation where the Contractor has suffered delay or incurred additional cost caused by the following events:

- (a) Any instruction issued by Pan Pac which varies the Works;
- (b) The Contractor encountering on the Site physical conditions which substantially increase the cost to the Contractor, providing that such physical conditions are notified to, and inspected by Pan Pac prior to the Contractor continuing with the Works;
- (c) Any default by Pan Pac under the Contract;

providing that such events could not have been foreseen by a contractor experienced in undertaking work of the nature of the Works and result in a change in the scope of the Works and the Contractor notifies in writing to Pan Pac that the Contractor considers such event involves a Variation within one week of the Contractor becoming aware of the event or its effects.

12. Time for Completion

Completion

- 12.1 The Contractor must commence the Works as soon as Pan Pac makes the Site available and the necessary consents are in place.
- 12.2 The Contractor must achieve Practical Completion by the Due Date for Completion as may be adjusted in accordance with the Contract.
- 12.3 Pan Pac must grant an extension of time to the Due Date for Completion if the Contractor is fairly entitled to an extension by reason of delays caused by:
 - (a) any Variation; or
 - (b) any circumstances not reasonably foreseeable by an experienced contractor and not due to any default of the Contractor.
- 12.4 If it becomes evident to the Contractor that completion of the Works is likely to be delayed, the Contractor must notify Pan Pac as soon as possible and in any event no later than 5 Business Days of becoming aware of the relevant delaying event.
- 12.5 Pan Pac will not be obliged to grant any extension of time unless the Contractor has provided Pan Pac with notice in writing of the cause and details of the delay within the time specified at clause 12.4.

Practical Completion

- 12.6 **“Practical Completion”** means:
 - (a) the stage when the Works are completed except for minor omissions and minor defects which in the opinion of Pan Pac:
 - (i) the Contractor has reasonable grounds for not promptly correcting;
 - (ii) do not prevent the Works from being used for the intended purpose; and
 - (iii) rectification of which will not prejudice the convenient use of the Works; and
 - (b) the Contractor has provided all documentation and any other information required under this Contract to Pan Pac in a form reasonably acceptable to Pan Pac.
- 12.7 The Contractor must notify Pan Pac in writing when it considers the Works are at the stage of Practical Completion.
- 12.8 Pan Pac must inspect the Works within five (5) Business Days of receiving the Contractor's notice. If Pan Pac considers that the Works are practically complete and the Contractor has complied with all of its other obligations under the Contract Pan Pac must issue a practical completion certificate. The practical completion certificate must state the date when Practical Completion was achieved and list any items Pan Pac has authorised to be completed after Practical Completion along with the date by which such items must be completed.

Final Completion Certificate

- 12.9 Pan Pac shall not unreasonably withhold a final completion certificate at the end of the Defects Liability Period, or once the Contractor has remedied all defects in the Works, whichever is the later.
- 12.10 No certificate issued by Pan Pac constitutes approval of any work or releases the Contractor from any obligation under the Contract. The Contractor shall remain liable for the fulfilment of any obligation of the Contractor under the Contract or at law which remains unperformed or not properly performed.

13. Defects Liability

- 13.1 The Defects Liability Period shall be a period commencing on the date of Practical Completion and will continue for twelve (12) months or until the issue of the final completion certificate.
- 13.2 If at any time prior to the expiry of the Defects Liability Period, the Works are found or suspected to be defective, the Contractor shall promptly remedy such defects. Any and all repair, replacement or remedial work undertaken by the Contractor pursuant to this Clause 13 shall be undertaken at the Contractor's own cost, risk and expense.
- 13.3 If the Contractor fails to remedy any defect or damage within a reasonable time, a date may be fixed by (or on behalf of) Pan Pac, on or by which the defect or damage is to be remedied. The Contractor shall be given reasonable notice of this date. If the Contractor fails to remedy the defect or damage by this notified date and this remedial work was to be executed at the Contractor's sole cost and expense, Pan Pac may at its sole discretion:
- (a) carry out the work itself or by others, in a reasonable manner and at the Contractor's sole cost and expense, and the Contractor shall pay to Pan Pac the costs reasonably incurred by Pan Pac in remedying the defect or damage;
 - (b) agree or determine a reasonable reduction in the Contract Price; or
 - (c) if the defect or damage deprives Pan Pac of substantially the whole benefit of the Works or any major part of the Works, terminate this Contract as a whole, or in respect of such major part which cannot be put to the intended use. Without prejudice to any other rights, under this Contract or otherwise, Pan Pac shall then be entitled to recover all sums paid for the Works or for such part (as the case may be) and the cost of dismantling the same, clearing the Site and returning plant and materials to the Contractor.

14. Default, Termination and Damages

- 14.1 If either the Contractor or Pan Pac fails to fulfil their respective obligations under this Contract, the other Party is entitled to notify the defaulting Party in writing of the default giving that Party twenty (20) Business Days to remedy the default. If after twenty (20) Business Days the default has not been remedied the Party that notified the default may notify in writing the termination of this Contract.
- 14.2 Notwithstanding the provisions of Clause 14.1, either Party may notify the other Party in writing that this Contract is terminated immediately if the other Party: (a) becomes bankrupt; (b) compounds with creditors; (c) makes an assignment for the benefit of creditors; (d) goes into liquidation; or (e) has a receiver appointed or similar process in any jurisdiction provided that the same is not frivolous or vexatious.

Consequences of termination or expiry of this Contract

- 14.3 If Pan Pac terminates this Contract due to the Contractor's default, Pan Pac may procure, upon such terms and in such manner as Pan Pac may deem appropriate to reasonably meet the requirements of Pan Pac under the circumstances, works similar to the Works and the Contractor shall pay Pan Pac: (i) the difference between the price paid for all such similar works and the Contract Price; and (ii) all other reasonable costs incurred by Pan Pac as a result of remedying any Contractor default, including the remedy of any defect.
- 14.4 The Contractor shall assist Pan Pac if reprocurement action is necessary as a result of its default.
- 14.5 The Contractor shall be entitled to payment for Works performed prior to the effective date of such termination and shall pay Pan Pac any amounts paid in advance to the Contractor for work not done by the Contractor.

Obligations of Contractor

- 14.6 Upon termination, the Contractor must:
- (a) stop the Works;
 - (b) comply with any conditions contained in the termination notice;

- (c) immediately do everything reasonably possible to reduce its losses, costs and expenses arising from the termination of this Contract;
- (d) immediately return or securely destroy all Confidential Information and other material or property belonging to Pan Pac.

14.7 The termination of this Contract does not affect those rights of each Party which: (a) accrued prior to the time of termination, or (b) relate to any breach or failure to perform an obligation under this Contract that arose prior to the time of termination.

Consequential Loss

14.8 Under no circumstances whatsoever will Pan Pac be liable to the Contractor for any indirect or consequential loss and/or expense (including loss of profit).

15. Intellectual Property Rights

Ownership of Intellectual Property Rights

- 15.1 Pre-existing Intellectual Property Rights remain the property of their current owner.
- 15.2 New Intellectual Property Rights that may subsist in the Works become the property of Pan Pac when they are created.
- 15.3 The Contractor hereby grants to Pan Pac a non-exclusive, irrevocable, royalty free licence to any and all such Intellectual Property Rights that may subsist in the Works (or any portion of the Works,) for use in connection with the design, installation, commissioning, operation, maintenance, repair, alteration and modification of the Works (or any portion of the Works).
- 15.4 The Contractor warrants that Pre-existing and New Intellectual Property Rights provided by the Contractor and incorporated in the Works do not infringe the Intellectual Property Rights of any third party.
- 15.5 The Contractor shall indemnify Pan Pac against any losses, costs, expenses or damages incurred by Pan Pac, and its respective officers, directors, employees, agents and representatives as a result of any infringement of Intellectual Property Rights in relation to the Works (or any portion of the Works).

16. Disputes

- 16.1 If either Party notifies the other in writing of any dispute arising out of or in relation to the Contract, the Parties must in good faith endeavour to resolve the dispute. The Parties may agree to use a mediator.
- 16.2 If the dispute is not resolved within twenty (20) Business Days after the date of the notice of dispute, then unless both parties agree otherwise, the dispute must be referred to a sole arbitrator, to be agreed between the parties or appointed under the procedures of the Arbitration Act 1996, for resolution in accordance with the Arbitration Act 1996.

17. Confidential Information

Protection of Confidential Information

- 17.1 Each Party confirms that it has adequate security measures to safeguard the other Party's Confidential Information from unauthorised access or use by third parties, and that it will not use or disclose the other Party's Confidential Information to any person or organisation other than:
 - (a) to the extent that use or disclosure is necessary for the purposes of carrying out the Works or in the case of Pan Pac using the Works;

- (b) if the other Party gives prior written approval to the use or disclosure;
- (c) if the use or disclosure is required by law (including under the Official Information Act 1982), Ministers or parliamentary convention; or
- (d) in relation to disclosure, if the information has already become public, other than through a breach of the obligation of confidentiality by one of the Parties.

Obligation to inform staff

17.2 Each Party will ensure that its Personnel:

- (a) are aware of the confidentiality obligations in this Contract, and
- (b) do not use or disclose any of the other Party's Confidential Information except as allowed by this Contract.

18. Notices

Delivery of Notices

- 18.1 All notices to a Party must be delivered by hand or sent by post, courier, fax or email to that Party's address for notices stated in Schedule 1.
- 18.2 Notices must be signed or in the case of email sent by the appropriate manager or person having authority to do so.

Receipt of Notices

18.3 A notice will be considered to be received:

- (a) if delivered by hand, on the date it is delivered
- (b) if sent by post within New Zealand, on the 3rd Business Day after the date it was sent
- (c) if sent by post internationally, on the 7th Business Day after the date it was sent
- (d) if sent by courier, on the date it is delivered
- (e) if sent by fax, on the sender receiving a fax machine report that it has been successfully sent, or
- (f) if sent by email, at the time the email enters the recipient's information system as evidenced by a delivery receipt requested by the sender or it is not returned undelivered or as an error.

18.4 A notice received after 5pm on a Business Day or on a day that is not a Business Day will be considered to be received on the next Business Day.

19. Force Majeure Events

No fault if failure due to a Force Majeure Event

- 19.1 Neither Party will be liable to the other for any failure to perform its obligations under this Contract where the failure is due to a Force Majeure Event.
- 19.2 It is specifically understood that none of the following conditions shall constitute a Force Majeure Event:
- (a) reasonably foreseeable weather conditions including high ambient temperatures and rain;

- (b) the failure of any Subcontractor to furnish labour, services, materials or equipment on the dates agreed to unless such failure is itself due to a Force Majeure Event;
- (c) general economic conditions and exchange rate fluctuations;
- (d) the financial condition of the Contractor or any Subcontractor;
- (e) the financial condition of Pan Pac; and
- (f) any matter, thing or circumstance that the Contractor takes risk in pursuant to this Contract.

Obligations of the affected Party

19.3 A Party who wishes to claim suspension of its obligations due to Force Majeure Event must notify the other Party as soon as reasonably possible. The notice must state:

- (a) the nature of the circumstances giving rise to the Force Majeure Event;
- (b) the extent of that Party's inability to perform under this Contract;
- (c) the likely duration of that non-performance; and
- (d) what steps are being taken to minimise the impact of the Force Majeure Event on the Works.

Alternative arrangements requiring immediate termination

19.4 If Pan Pac, acting reasonably, requires the Works to be supplied during the period affected by a Force Majeure Event, then despite clause 19.5, Pan Pac may terminate this Contract immediately by giving notice.

Termination of Contract

19.5 If a Party is unable to perform any obligations under this Contract for twenty (20) Business Days or more due to a Force Majeure Event, the other Party may terminate this Contract immediately by giving notice.

20. Title

20.1 Title to the Works (or any portion of the Works) shall pass to Pan Pac on the earlier of: (a) completion of such part of the Works; and (b) payment of the corresponding portion of the Contract Price for such Works in accordance with this Contract.

21. General

Changes to this Contract

21.1 No changes, amendments, waivers or modifications of the terms or conditions of this Contract shall be valid unless reduced to writing and signed by both Parties.

Entire Contract

21.2 This Contract is the entire agreement between Pan Pac and the Contractor with respect to the Works. To the extent permitted by applicable laws, the Parties shall not be bound by or be liable for any statement, representation, promise, inducement or understanding of any kind or nature not set forth in this Contract.

Waiver

21.3 No term, condition, right, obligation or breach of this Contract shall be waived or be deemed to have been waived unless such waiver is in writing and addressed to the other Party. No such waiver shall

be a waiver of any past or future default, breach or modification of any of the terms or condition of this Contract unless expressly stipulated in such waiver.

New Zealand law, currency and time

- 21.4 This Contract will be governed and interpreted in accordance with the laws of New Zealand. All money is in New Zealand dollars, unless Schedule 3 specifies a different currency. Dates and times are New Zealand time.

Publication of information about this Contract

- 21.5 The Contractor may disclose the existence of this Contract but must obtain Pan Pac's prior written approval before making reference to Pan Pac or this Contract in its publications, public statements, promotional material or promotional activities about this Contract.
- 21.6 Each Party undertakes not to post on websites or social networking sites and not to publicly display objectionable or derogatory comments about the Works, this Contract, each other or any of its Personnel and to ensure that its Personnel do not do so.

Cumulative Rights and Remedies

- 21.7 No single or partial exercise of, or any delay in the exercise of any right or remedy under this Contract by Pan Pac shall preclude any other or further exercise of that right or remedy or the exercise of any other right or remedy by Pan Pac under this Contract and the rights and remedies of Pan Pac under this Contract shall be cumulative and not exclusive of any rights, remedies, powers and privileges provided by or available under common law or in equity, including the right to specific performance, injunctive relief and/or direct monetary damages.

Effect of Invalid Provisions

- 21.8 If any term, condition or provision of this Contract is held to be invalid, unlawful or unenforceable to any extent, such term, condition or provision shall not affect the validity, legality or enforceability of the remaining parts of this Contract.

Survival

- 21.9 The clauses that by their nature should remain in force on expiry or termination of this Contract do so, including clauses: 1 (*Definitions and Interpretations*); 2 (*Contractor's obligations*), 6 (*Information management*), 13 (*Defects Liability*), 15 (*Intellectual Property Rights*), 16 (*Disputes*), 17 (*Confidential Information*), and 21 (*General*).

Permission to transfer rights or obligations

- 21.10 The Contractor shall not assign, novate or otherwise transfer this Contract or any part of it without the prior written consent of Pan Pac. Notwithstanding any assignment, novation or transfer to which Pan Pac has given consent, the Contractor shall: (a) be and remain solely responsible for the due and proper execution of this Contract; (b) remain responsible for the performance of any assignee; and (c) remain liable for any breach of this Contract. Pan Pac may at any time assign, transfer, novate and/or charge the benefit of this Contract and/or any of Pan Pac's present or future rights, interests and/or benefits hereunder to any person.

22. The contractual relationship

Independent Contractor

- 22.1 Nothing in this Contract constitutes a legal relationship between the Parties of partnership, joint venture, agency, or employment. The Contractor is responsible for the liability of its own, and its Personnel's, salary, wages, holiday or redundancy payments and any GST, corporate, personal and

withholding taxes, ACC premiums or other levies attributable to the Contractor's business or the engagement of its Personnel.

Neither Party can represent the other

22.2 Neither Party has authority to bind or represent the other Party in any way or for any purpose.

Schedule 3 – Contract Price and Invoicing

The Contract Price shall include consideration for items such as:

- (a) the performance of all Works set out in this Contract;
- (b) the provision, supervision and management of all labour required to perform the Works;
- (c) the supply, including delivery to the Site, of construction machinery, equipment, materials, temporary works, tools, furnishings and/or services required to perform the Works, excluding any equipment, materials, facilities and/or services which are to be provided by Pan Pac or third parties under the terms of this Contract;
- (d) all handling of material, equipment, tools and/or supplies provided by Pan Pac at the Site and intended for use in the Works, including loading, transporting, unloading, stocking and safekeeping;
- (e) any increase in the price of the Works including without limitation to any forecast increase in the price of labour;
- (f) all wages, fringe benefits, contributions to social programs and other costs of a similar nature;
- (g) all costs incurred in the preparation of the quality control program and its application;
- (h) the cost of all safety equipment and services required by an applicable law and/or required to implement Pan Pac’s prevention and safety program and any other cost aimed at protecting people and property;
- (i) all insurance coverage required by the Contractor pursuant to the provisions of this Contract;
- (j) all overhead costs directly or indirectly related to the execution of the Works; and
- (k) all other direct and indirect charges, fixed costs, variable costs, overhead, profit or loss.

ITEM	PRICE
TOTAL LUMP SUM PRICE	

[Note: If the Contractor is to be paid based on time and material rates, then insert hourly rates provisions here, including provisions for payment of expenses or other reimbursements]

Exchange Rate (Delete if not applicable)

Where the Contractor is to be paid in a currency other than NZD the Parties agree that the following exchange rate shall apply when calculating the amount due.

[insert one unit of foreign currency] = NZD[insert amount]

For any work that may be agreed and required outside of or extra to this RFQ process these rates apply

COPY AND PASTE THE TABLE FROM THE RFQ/P RESPONSE

Labour insert hourly/daily rate

Materials cost plus 5% (evidence of costs (receipts) must accompany invoices)

Disbursements disbursements will be reimbursed at cost (evidence (receipts) to be provided with invoices). List possible disbursements. NB disbursements must be agreed with Pan Pac prior to costs be incurred or they will not be reimbursed.

Invoices

The Contractor must send Pan Pac an invoice at the following times:

[Choose one option, insert relevant details and delete remainder.]

[If the currency is not NZD clearly state the agreed currency.]

On completion of the Works.

OR

At the end of the month, for Works performed during that month.

OR

On the following dates subject to completion of the relevant **[Deliverables/Milestones]**.

Deliverable/Milestone	Due date	Amount due (exc GST)
[insert specific Deliverables/Milestones to be achieved]	[insert date for completion of Deliverable/Milestone]	[insert amount payable on completion of the Deliverable/Milestone]

Example

<i>1. Development of training module.</i>	<i>20 April 2012</i>	<i>\$2,500</i>
<i>2. Delivery of training to 20 staff.</i>	<i>30 May 2012</i>	<i>\$3,000</i>
<i>3. Evaluation of training outcomes and end of contract report.</i>	<i>30 June 2012</i>	<i>\$1,000</i>
<i>Total (exc GST)</i>		<i>\$6,500</i>

:

Schedule 4 – Scope of Works

Description of Works

COPY & PASTE FROM THE RFQ/P OR AS OTHERWISE AGREED

Context [optional]

[Describe the background to the Works/Services.]

[What are the overarching goals, objectives and outcomes you want to achieve?]

Description of Works

[What is the nature of the Works?]

[How should the Works be delivered?]

[Refer to any proposal prepared by the Contractor if this helps describe any aspects of the Service.]

Deliverables

[What are the key Deliverables or outputs?]

[What are the specific tasks the Contractor must complete?]

[What are the specific Deliverables and/or Milestones? Describe each Deliverable/Milestone?]

Performance standards [These can be included in the type of table illustrated above.]

[What quality standards apply to the delivery of the Works?]

[How will these be measured?]

[When will they be measured and by whom?]

[What are the key performance indicators that describe the quality standards?]

Specific code of conduct / health & safety / legislative requirement [optional]

[Reference any specific code of conduct (other than SSC *Standards of Integrity and Conduct*), health & safety or legislative requirement the Contractor must be aware of in providing the Works. Attach a copy and/or provide web address where the document can be located.]

Transfer of Records [optional]

[If appropriate – include details of the Records that the Contractor must transfer to the Pan Pac during the term of the Contract, or at the end of the Contract. Make this a specific Deliverable under the Contract.]

Reporting Requirements

[Set out here any reporting requirements including types of reports and due date for delivery etc]

Schedule 5 – Deviations to the Standard Terms and Conditions

CLAUSE	AGREED DEVIATION