

## **Subcontractor Payment Terms and Conditions**

Munters are an internationally recognised leader in disaster clean-up. Our reputation is built on trust between ourselves and our clients the Insurance Community. Communication, prompt service and quality outcomes are all part of that trust relationship that we expect any sub contractor to assist in supporting. We in turn are known as a fair contractor who to this date, has always paid a legitimate Tax Invoice upon the satisfactory completion of works. We have a long term commitment to the Industry and are looking for long term relationships with contractors.

Thousands of businesses and domestic householders have been affected and every year, therefore a medium to long term engagement of your services is required. We would ask you to carefully read the following and if you have any further queries please speak to one of our representatives.

### **General Notes to Contractors**

The process of engagement is as follows:

1. Read and agree with the terms and conditions as set out below.
2. Familiarise yourself with our OH&S guidelines
3. Complete all sections of the forms provided and forward to the address below along with supporting documentation.
4. Your Project Manager will collate information and forward to HQ for checking data entry and upload of your details into our system.
5. You will start receiving works

- **Communication:**

- \* Proper communication channels are crucial for the swift and reliable solution to our customers' problem. In order to provide our customers with the best service possible, all contractor communication will be directed through Munters Pty Ltd

- **Purchase Order & Numbers:**

- \* Munters will engage you with a professionally written and numbered order. All of your correspondence is to include that Number. Sub Contractors must provide Munters Pty Limited purchase order number on all invoices, failure to do so will delay payment.
- \* Invoices exceeding the purchase order value will not be accepted unless a written variation has been provided and approved prior to commencement of work.

- **All correspondence is to be addressed to:**

- \* Accounts  
Munters Pty Limited  
Unit 3D/6 Boundary Road  
Northmead, NSW 2152  
Fax No. (02) 8843 1510  
Email: [claims@munters.com.au](mailto:claims@munters.com.au)

- **Invoices and Payments Process:**

- \* All invoices will be date stamped upon receipt.
- \* All invoices are subject to Management approval before payment can be processed.
- \* Invoices date stamped between the 1<sup>st</sup> and the 15<sup>th</sup> of the month will be paid by the 15<sup>th</sup> of the next month.
- \* Invoices date stamped between the 16<sup>th</sup> and the 31<sup>st</sup> will be paid by 31<sup>st</sup> of following month.
- NB. Unsatisfactory work will be backed charged to the sub contractor. Please see defects and variation section.

- **Performance Review:**

- \* The performance of Sub Contractors will be measured and rated on a regular basis. Munters will measure: quality, reliability, job duration, documentation (time sheets when required), communication, number of customer complaints and price.

- **Defects and Variations:**

- \* We acknowledge the security of payments act and will abide by this advising Sub contractors of any defective work or disputed invoice within a reasonable time frame.
- \* Defects need to be rectified within 7 days. If the work has not been completed within that period Munters will initialize rectification to be carried out without further notice. The costs will be backed charged or will be balanced against any amount outstanding to the contractor.
- \* Goods and services provided, which are not on the scope of works provided on the purchase order will not be covered by Munters Pty Ltd.
- \* Variations need to be sent in writing to the responsible supervisor prior to commencement of work and are subject to approval.

## **Service and OH&S Compliance Requirements**

### **Services**

The Provider shall provide the Services to the Company as and when required by

- (a) Providing the Services with due care and skill to a high professional standard.
- (b) Act at all times in the best interests of the Company;
- (c) Comply with any reasonable direction given by the Company in relation to the Services;
- (d) Comply with all the applicable standards, awards, laws and regulations, including any relevant requirements of government authorities, relating to provision of the Services;
- (e) Comply with any security guidelines provided by the Company or its clients from time to time;
- (f) Comply with any occupational health and safety requirements and must ensure that all of its employees (and sub-contractors, if any do so; and
- (g) Provide to the Company, progress reports relating to provision of Services.

Ensure that all contractors comply with the Company's OH&S obligations all legislative requirements and carry out any required induction process.

### **Occupational Health & Safety Requirements**

The Provider, its employees and agents (collectively 'the Provider') must comply with the following obligations at all times while the Provider is engaged to provide services to the Company.

### **Occupational health and safety legislation**

The Provider must ensure that all relevant National and State Acts, Regulations, Codes of Practice and Standards are fully adhered to at all times.

### **Occupational health and safety policy/procedures**

It is a requirement that the Provider ensure that the standards of the Company's Occupational Health and Safety Policy and Procedures are maintained:

- The Provider shall discuss with the Company the safety aspects of the contract prior to commencement and agrees that in accepting this order the Provider is responsible to ensure that all works undertaken comply with workplace health and safety legislation in the State.
- The Provider is responsible for completing and supervising work tasks using work practices which comply with all statutory requirements and obligations, and in a manner, which does not place their co-workers and other contractors, worksite employees or customers at risk.
- The Provider is responsible to ensure they have processes that support communication and consultation of relevant OHS matters to their employees, other contractors and the Company.
- The Provider must ensure that any impact on the Company's processes are eliminated and where this is not practicable reduced as much as possible. Information on the hazards and controls must be clearly communicated to the Company representative.
- The Provider is responsible to ensure hazards impacting their employees are identified and controlled, and outcomes communicated to the Company.
- The Provider will be required to provide safety management plans, and safe work method statements (the latter for high risk only) to the Company prior to work commencing. These will need to be approved by the Company.
- The contractor is to provide and install barricades, safety signs and equipment where a hazard exists resulting from work undertaken. Safety signs must be obeyed and safety equipment used for the purpose intended.

### **Induction and training**

- The Provider shall be responsible for ensuring all employees and agents of the Provider are inducted with regards to relevant OH&S matters and are provided with adequate information, instruction and training prior to commencing work on site
- The Provider will operate and maintain a complete record of all employees and sub-contractors inducted and the relevant OHS personal information.
- The Provider shall ensure that none of their employees or agents undertakes work unless they hold a valid license, permit, certificate of competency or qualification as per State Legislative or Company requirements.

### **Incident reporting**

- Any instance, in which the Provider, employees, or agent of the Provider is injured or causes injury to a third party, must be immediately reported to the Company.

### **Access and egress**

- Upon the Provider entering the worksite, the Provider shall sign-in and report to the site representative.
- The Provider must ensure the site representative approves the expected time of entry, and period for site access. If access is required beyond normal hours, arrangements for after hour's access are to be made with the Company.
- Vehicles must use only recognised entrances and exits when entering or leaving car parks.
- Speed limits must be observed when driving through car parks. The Provider must only park in those areas designated by the site representative.

### **Clothing and personal protection equipment (PPE)**

- The Provider, sub contractors and employees shall dress appropriately for the task and wear relevant PPE at all times.
- The Provider shall be responsible for providing PPE and appropriate instruction/training for all employees and sub-contractors in the use and maintenance of supplied PPE.
- The Company may stipulate additional PPE/Clothing requirements which must be observed at all times.

### **Clean work environment/waste disposal**

- The Provider shall be responsible for maintaining a clean and tidy worksite. All waste, unless otherwise specified shall be disposed of offsite by the Provider.
- All precautions must be taken to minimise the generation of environmental
- Specific disposal requirements must abide by local council regulations.

### **Plant & equipment**

- All plant, equipment and other items provided by the Provider shall be under the control of, and the sole responsibility of, the Provider at all times.
- All plant and equipment shall be operated, stored, inspected and maintained as per manufacturers instructions, and meet all OH&S legislative and safety standards.
- Company or site owned plant and equipment shall not be used or operated by the Provider, their employees or sub contractors unless specifically designated with in the prescribed contract or varied works.

### **Electricity**

- All electrical installations and fittings are to comply with relevant State legislative requirements, OH&S legislation and Australian Standards.
- All electrical power tools, plant and equipment used on site must be maintained in a safe working condition, used in accordance with manufacture's instructions and be correctly tested & tagged in accordance with state legislative requirements.
- Only qualified and licensed contractors are to conduct electrical work.
- Electrical leads must at all times be positioned to ensure they will not be damaged, or effected by wet areas, and should not run across walkways or aisles (if this is required, leads must be taped to the floor surface or secured safely overhead).

### **Falls and working at heights**

- The Provider must take steps to eliminate the need for work to be performed at heights. If this is not possible the Provider must provide the Company representative with a risk assessment and safe work procedure prior to undertaking work which has a potential for a person falling more than 2 meters.

- Contractors must provide and install barricades to isolate work being undertaken which carries the risk of falling tools, dangerous equipment and/or materials into areas being accessed by site employees and customers. Spotters may be used at the base of the ladder (as a substitute to barricading areas) in circumstances where a person is to work at a height for a short period of time.

### **First aid, evacuation & fire procedures**

- The Provider must conduct a risk assessment to identify first aid requirements for their employees for the duration of the contracted works.
- The Provider is responsible for contacting the site representative to receive an orientation of the work site evacuation and fire procedures prior to commencing the contract. They must participate in all of the sites emergency procedures including drills.
- Contractors and their employees must ensure they are familiar with the emergency procedures for the site. Emergency evacuation routines, access to fire fighting equipment and exit doors must not be impinged upon at any time as a result of the works being carried out.

### **Permits**

- The Provider may not commence any hot work (eg welding or any task using an open flame), within the work site without completing a Hot Work Permit.
- The Provider must ensure that:
  - ❖ All combustible materials are removed from the area as far as practically possible or made safe within the area.
  - ❖ Operators know how to use portable fire fighting equipment;
  - ❖ Operators know the location of the fire alarm system and telephones;
  - ❖ Fire retardant covers are supplied and where possible cover merchandise;
  - ❖ The Site Representative or delegate must inspect the site after completion of work.
- A Confined Space permit must be completed and approved by a Company and/or site representative prior to any work in confined spaces.

### **Equipment impairment notice**

- The Provider must not commence the impairment of any operational fire service eg sprinkler system, within the work site without first having obtained and distributed a fire impairment notice issued by the Company or site representative.

### **Asbestos**

- Prior to any work commencing the Provider must be familiar with any asbestos located on site. The Provider is responsible for contacting the Company to receive an asbestos briefing prior to work commencing.
- If proposed work undertaken by the Provider requires the disturbance of any asbestos material present, the Provider must inform the Company and site representative. Any removal of asbestos by the Provider or any work, which may disturb the asbestos, must be executed in compliance with relevant legislation. The Provider must be an accredited asbestos removalist. Accreditation documentation and work plans must be provided and approved by the Company and site representative prior to any work commencing.

### **Hazardous substances and dangerous goods**

- The Provider must obtain, assess and provide a copy of a current Material Safety Data Sheet (MSDS) for any Hazardous Substances or Dangerous Goods brought onto work site for the purpose of the contract work.

- All dangerous goods and hazardous substances are to be used and stored in accordance with the manufacturer's requirements, legislation and relevant standards.
- The Provider must advise the Company and site representative if a substance used, or created as part of the work, may impact on the health and safety of the sites employees or customers.

**No-smoking policy**

- The Provider shall ensure that all employees and agents of the Provider observe the smoking restrictions in force on the work site premises.

**Drugs / alcohol**

- No person will be permitted to enter or work on any work site, while under the influence of illegal or narcotic drugs or in an intoxicated state, nor must alcoholic beverages be consumed or stored on the premises.

**Harassment**

- Contractors must ensure the Company policy to provide an environment which employees, contractors, customers and visitors can work without interferences caused by harassment is abided by at all times. Any form of harassment will not be tolerated.

I acknowledge and agree with Munters Subcontractor Payment Terms & Conditions.

.....  
Name Printed

.....  
Signature

.....  
Date

.....  
Company

# NEW SUPPLIER/SUBCONTRACTOR DETAILS

SUPPLIER CONTRACTOR      NEW       EXISTING   
NEW       EXISTING

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_ FAX: \_\_\_\_\_

EMAIL ADDRESS: \_\_\_\_\_

MOBILE: \_\_\_\_\_ EMERGENCY: \_\_\_\_\_

CONTACT NAME: \_\_\_\_\_

ABN NUMBER: \_\_\_\_\_

ENTITY TYPE: \_\_\_\_\_

GST REGISTERED:                      YES                      NO      (Please circle relevant option)

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BANK ACCOUNT DETAILS: \_\_\_\_\_

ACCOUNT NAME: \_\_\_\_\_

ACCOUNT NUMBER: \_\_\_\_\_      BSB NUMBER: \_\_\_\_\_

INSURANCE DETAILS:                      EXPIRY DATE                      COPY OF POLICY ATTACHED

WORKERS COMPENSATION: \_\_\_\_\_ \_\_\_/\_\_\_/\_\_\_      YES       NO

PUBLIC LIABILITY: \_\_\_\_\_ \_\_\_/\_\_\_/\_\_\_      YES       NO

PROFESSIONAL INDEMNITY: \_\_\_\_\_ \_\_\_/\_\_\_/\_\_\_      YES       NO

CONTRACTORS LICENCE: \_\_\_\_\_ \_\_\_/\_\_\_/\_\_\_      YES       NO

MUNTERS' FORMS TO BE SIGNED:                      COPY OF FORMS ATTACHED

CONFIDENTIALITY DEED \_\_\_\_\_      YES       NO

OH&S POLICY STATEMENT \_\_\_\_\_      YES       NO

EMERGENCY / ON CALL: YES  NO  TIME FRAMES AVAILABLE \_\_\_\_\_

SERVICES OFFERED: 1) \_\_\_\_\_  own  subcontracted  
2) \_\_\_\_\_  own  subcontracted  
3) \_\_\_\_\_  own  subcontracted  
4) \_\_\_\_\_  own  subcontracted

HOURLY RATES: 1) \$ \_\_\_\_\_ EXCLUDING GST  
2) \$ \_\_\_\_\_ EXCLUDING GST  
3) \$ \_\_\_\_\_ EXCLUDING GST  
4) \$ \_\_\_\_\_ EXCLUDING GST

GEOGRAPHIC COVERAGE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I HAVE RECEIVED & READ A COPY OF THE STANDARD PAYMENT TERMS & CONDITIONS

FOR AND ON BEHALF OF: \_\_\_\_\_  
\_\_\_\_\_

SIGNATURE: \_\_\_\_\_

NAME IN CAPITALS: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

Contractor interviewed by: _____	Date: _____
Signature: _____	
Authorized use authorized: _____	Date: _____
Signature: _____	

**Please Note:** New contractors are only to be entered into the system after they have been interviewed by the responsible manager. A signature with date needs to be provided. The agreed upon rates need to be approved by the National Manager. Performance will be monitored on a regular basis and the results must be documented in the contractor file. An initial review of performance should be done no later than three months

## CONFIDENTIALITY DEED

THIS DEED is made on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

BETWEEN: **MUNTERS PTY LIMITED (ABN 22 003 614 499)** of Unit 3D, 6 Boundary Road, Northmead a company incorporated in the State of New South Wales (“the company”)

AND: \_\_\_\_\_ of \_\_\_\_\_  
 (“The contractor”)

### RECITALS

- A** The contractor is or proposes to perform certain work for the company and in the course of and/or as a result of such work for the company has or will have access to or may become acquainted with information including but not limited to documentation or information received or developed by the contractor in the performance of the work including trade secrets, marketing information, customer lists, financial information and business plans, (“the confidential information”).
- B** The contractor acknowledges the desire and right of the company to preserve the secrecy of its confidential information
- C** The contractor acknowledges the desire and right of the company to have disclosed to it all ideas and original works made or authored by the contractor in the course of performance of the work for the company.

NOW THIS DEED WITNESSES as follows:-

#### 1. Confidential Information

- a) The contractor acknowledges that during the course of and/or arising out of the performance of the work for the company he may become acquainted with or have access to confidential information and agrees, during and after the performance of work for the company, to maintain the confidence of the confidential information and to prevent its unauthorized disclosure to or use by any other person, firm or company.
- b) The contractor agrees not to use the confidential information for any purpose other than for the benefit for the company during or after the performance of the work for the company
- c) The contractor shall not for whatever reason either for himself or any third party appropriate, copy, memories, or in any manner reproduce or reverse engineer any of the confidential information unless authorized so to do by the company.

- d) Upon cessation of performance of work for the company for any reason or upon the earlier request of the company the contractor shall immediately deliver to the company all correspondence, documents, papers, books, software, programs, records and other property belonging to the company or its associates which may be in the contractor's possession, custody or control and the contractor shall also deliver to the company any copies or reproductions of those things noted above in his possession, custody or control.
- e) Nothing in this deed shall impose an obligation on the contractor with respect to maintaining confidence regarding any portion of the confidential information which is generally known or available by publication, commercial use or otherwise nor is it intended to prevent the contractor from using his own skill in any business in which he may be engaged after the termination of the work for the company.

**2. Injunctive Relief**

The contractor acknowledges that the company may obtain injunctive relief against the contractor for any breach of this deed.

**3. Governing Law**

This deed shall be governed by the law of the State of New South Wales and the the parties submit to the jurisdiction of the Courts of that State.

IN WITNESS WHEREOF the parties have hereunto set their respective hands and seals on the day and year first above written.

THE COMMON SEAL of )  
 MUNTERS PTY LIMITED )  
 (ABN 22 003 614 499) )  
 Was affixed in accordance )  
 With its Articles of Association )  
 And in presence of: )

.....  
 Secretary

.....  
 Director

SIGNED SEALED and DELIVERED )  
 By )  
 In the presence of: )

.....  
 Witness

.....  
 Contractor

Munters Pty Limited is committed to providing a safe and healthy workplace for employees, contractors and visitors.

It is the responsibility of management to establish and maintain adequate standards of maintenance of facilities and equipment to ensure that physical and health hazards are eliminated or guarded against, and to develop work procedures instrumental in establishing an accident and disease-free environment.

It is the responsibility of every supervisor to ensure that their employees are trained in proper workplace procedures, and to ensure that their employees are adhering to proper work methods and regulation to achieve a safe and healthy working environment.

It is the duty of all employees to follow safe work procedures and to perform their jobs in the safest manner prescribed and to conduct themselves in a way that enhances their personal safety and that of their fellow workers. They are encouraged to report workplace hazards and to make suggestions for their control and to actively participate in making their environment safe, healthy and productive.

These objectives can only be achieved with the commitment and complete support of every employee.

I acknowledge and agree to work with Munters OH&S Policy as mentioned above.

.....  
Name Printed

.....  
Signature

.....  
Date

.....  
Company