RPF BUILDING CONTRACTOR PURCHASE ORDER TERMS AND CONDITIONS

Clause 1 Interpretation

In the Purchase Order, except where the context otherwise requires:

'Complaint' means any expression of dissatisfaction made by an Insured Person (or any other person in relation to whom the Vendor has been Instructed to carry out the Work) in connection with any aspect of the Vendor's performance of or failure to perform Work, where a response is explicitly or implicitly expected.

'Completion' means that point in time when all the Work has been completed by the Vendor to the satisfaction of RPF, the Insurer and the Insured Person;

'Date for Performance' means the date or dates when Work must be performed by the Vendor as specified in the Purchase Order (as Required Date) or as otherwise directed by RPF;

'*Delaying Event'* means:

(a) any act, omission or breach of this Purchase Order by RPF;

(b) a Variation directed by RPF.

'*Dispute Notice*' is a notice given by one party to the other which must contain full particulars of the dispute;

'*Insured Person'* means a person notified to the Vendor by RPF as a person for whose benefit the Vendor is to perform Work.

'Insurer' means RPF's client, with whom it has a contract pursuant to which the Works are performed.

'*Loss'* includes liabilities, claims, losses, damages, costs and expenses (including without limitation legal expenses on a solicitor client basis, lost profit and back charges or other costs passed onto RPF by its client or other suppliers or subcontractors);

'Price' means the price RPF is obliged to pay the Vendor for the Works as calculated in accordance with Clause 3.

'*Purchase Order*' means the purchase order or other direction to perform Work issued by RPF to the Vendor, containing amongst other things a description of the Work, and includes these Purchase Order Conditions;

'Relevant State' means the State or Territory in which the Site is located;

'RPF' means RPF Building Pty Ltd ABN 52 087 371 033;

'Schedule of Rates' mean the Vendor's rates (if any) for performing Work which are set out in this Purchase Order.

'*Service Response Times'* mean the times within which RPF is to respond to the Insurer in the circumstances as set out in Schedule 1

'*Site'* means the job site for performance of Work, as stated in the Purchase Order (as the Job Address), or as otherwise directed by RPF.

'*State Specific Home Building Warranties* means statutory warranties implied into a contract for residential or domestic building work applicable in the state or territory in which the Site is located.

'*Vendor'* is the company identified in the Purchase Order that is to perform the Work.

'*Variation*' means a change to the Work, and includes a deletion (including for the purposes of having that part of the Work performed by RPF or others, which shall not constitute repudiation of the Purchase Order) or addition to any part of the Work, a change in the nature of the Work, or the Date for Performance;

'WHS Legislation' means Work Health and Safety Act 2011 (NSW) and the Work Health and Safety Regulation 2017 (NSW), or the equivalent legislation in the state or territory where the Site is located;

'Work' means the goods and services set out in the Purchase Order that the Vendor is to supply to and perform for RPF, and includes work that should reasonably have been foreseen by the Vendor at the time it issued its quotation for the Work.

'Anti-Money Laundering Legislation' means the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth) as amended from time to time and Chapter 10, Part 10.2, Division 400 of the Criminal Code Act 1995 (Cth) as amended from time to time.

'Modern Slavery Legislation' means the Modern Slavery Act 2018 (Cth) as amended from time to time.

Other capitalised terms in the Purchase Order have the meaning given to them elsewhere in this Purchase Order. If there is any discrepancy or ambiguity between these Purchase Order Conditions and any other part of the Purchase Order, these Purchase Order Conditions will take precedence.

Clause 2 Nature of the Purchase Order

This Purchase Order contains the entire understanding between the parties and, unless specifically referenced in the Purchase Order, supersedes any other agreement and representation between the parties made or dated prior to the date of this Purchase Order (including the Vendor's terms and conditions).

The work under each purchase order is a separate contract between the Vendor and RPF, and unless a prior separate written agreement has been executed by the parties for the Work, commencement of Work by the Vendor is deemed acceptance of the terms of the Purchase Order by the Vendor.

The Vendor must carry out and complete the Work in accordance with the Purchase Order, and directions given by RPF.

Unless stated otherwise in this Purchase Order, the Vendor must supply at its own expense, all labour, plant, equipment, goods and other items it requires to perform its obligations under this Purchase Order (including minor items that may not be specifically referred to in the Purchase Order).

To the extent that the RPF has accepted rates, nothing in this Purchase Order obliges RPF to engage the Vendor to perform any minimum amount of Work.

Nothing in this Purchase Order gives rise to an obligation on RPF to deal exclusively with the Vendor, and for avoidance of doubt, RPF may engage others to perform all or some of its requirements for goods or services similar or identical to the Work.

The Vendor is an independent contractor and no relationship of employer and employee or of agency arises due to this Purchase Order.

The Vendor must ensure that all payroll tax, workers compensation premiums and remuneration payable in respect of its employees, and in respect of its contractor's employees, have been paid. On request, the Vendor must provide RPF with evidence that it has satisfied its obligations under this Clause 2.

Clause 3 Price

To the extent that RPF has accepted a lump sum, RPF shall pay the Vendor the relevant lump sum amount for Work that complies with this Purchase Order. Any bill or schedule of quantities indicating the build-up of a lump sum amount only indicates the approximate quantities and/or general descriptions of certain of the Work relevant to that lump sum amount and the Vendor acknowledges that it did not rely on the completeness or accuracy of the items or quantities in any such bill or schedule in calculating the lump sum amount.

To the extent that RPF has accepted rates, RPF shall pay the Vendor at the relevant rate for the quantity, as determined by RPF, of Work that complies with this Purchase Order. For avoidance of doubt, quantities included in the rates are estimates only, and RPF is not required to direct a variation by reason of the actual quantity required by RPF being greater or less than the quantity included in the rates.

In the event that RPF has accepted neither a lump sum or rates (including for example for emergency make-safe repairs), the Price shall be determined in accordance with Clause 10 applies.

The Price is inclusive of delivery and transport costs, taxes (excluding GST), and of taking out and maintaining insurances.

The Price is fixed and not subject to rise and fall, or change arising from currency fluctuation.

Clause 4 Site

The Vendor is responsible for arranging access and possession of the Site sufficient to enable the Vendor to execute the Works in accordance with the Purchase Order, and generally in accordance with the Service Response Times.

Unless otherwise agreed between the parties, RPF is responsible for obtaining all necessary permits, approvals and consents from any person or statutory authority required by the Vendor to execute the Works (**Necessary Approvals**). The Vendor must ensure that all Necessary Approvals have been obtained before starting Work, and notify RPF if any Necessary Approvals have not been obtained.

Upon acceptance of this Purchase Order (including by execution of the Purchase Order, or starting Work), the Vendor will be deemed to have:

(a) inspected the Site, including its surroundings, and physical conditions above and below the surface;

(b) assumed the risk of the matters described in sub-paragraph (a).

Clause 5 Insurances

The Vendor must take out and maintain for the duration of the Work:

(a) public liability insurance in the amount of $10m in respect of accidental damage or loss to any property and accidental injury (including death) to any person arising out of the performance of the Works and in respect of product liability;

(b) workers' compensation insurance as required under applicable legislation.

Prior to the commencement of Work and whenever reasonably requested by RPF, the Vendor shall provide a certificate of currency from its insurers confirming that the Vendor has complied with its insurance obligations under the Purchase Order.

RPF has in place a policy of insurance in respect of the Work, and will maintain the policy while the Vendor has an interest in the Work. The Vendor must pay all deductibles on claims made under this policy in respect of the Work.

Clause 6 Indemnity

The Vendor indemnifies RPF against all Loss arising in respect of: personal injury or death; loss of or damage to property; breach of the Purchase Order; and negligence in connection with the performance or non-performance of the Vendor's obligations under this Purchase Order. The indemnity in this Clause 6 shall be reduced to the extent that RPF is liable for any such loss or damage.

Clause 7 Payments

The Vendor may submit payment claims for work performed for RPF on completion or at other times agreed between the parties. With each payment claim, the Vendor must submit evidence of the work performed and the amount due. Payment of any progress or final claim will not be made unless appropriate photographic evidence has been provided to substantiate the claim along with an appropriate progress/final claims report.

RPF may reasonably require additional reports, evidence of completed works, product information and appropriate BCA / AUS Standards applicable to repairs carried out to assess the final payment and resolution of the claim.

Within 30 business days of receipt of the Vendor's claim for payment, RPF must pay the Vendor an amount reasonably assessed by RPF. Without limiting RPF's rights to make deductions, RPF may deduct amounts in respect of faulty or defective Work (including costs of management and supervision of rectification works), and amounts owing or alleged to be owing from the Vendor to RPF under this Purchase Order or otherwise, from the amount claimed as due.

For avoidance of doubt, any payment made by RPF is on account only and is not evidence of the quality or quantity of Work performed, or of RPF's approval of the Work.

All invoices must be submitted to invoices@rpfbuilding.com.au Failure to do this will result in non payment of the invoice as it will not be processed by RPF Building's Accounts Payable system. If your invoice is not paid within your payment terms because you failed to follow this instruction, RPF Building will not be liable for any late penalties or interest. Invoices are not to be submitted directly to supervisors or any other RPF Building staff member.

All invoices must have a valid PO number, as issued by RPF Building, displayed on the invoice.

All invoices must have: ABN, bank details, invoice number, date and ensure it's made out to RPF Building Pty Ltd, email and contact phone number.

The invoice must also contain the information that is on the PO, i.e. identical description of works and line item pricing including unit of measure and rate. "As per PO" or "as per scope" will not be accepted.

If no PO is with the invoice than the invoice will not get processed, therefore delaying payment.

If RPF employees request work without first giving you, the contractor a PO than you do not start the work until you receive a PO. If they continue to push for work's to be complete without a PO, you can escalate this to our claim staff who will then ensure action is taken to get a PO to you to begin works. You can contact our claims staff on 1300 722 261 and quote the address you are getting requested work for to our receptionist, and they will pass you onto the correct claims staff. If it's a continuing issue, our Building Manager will intervene.

Clause 8 Subcontracting & Assignment

The Vendor shall not without the prior written consent of RPF assign the Purchase Order or subcontract the whole or any part of the Work. RPF's consent to assignment or subcontracting may be withheld, or given subject to conditions determined by RPF, at its absolute discretion.

Clause 9 Timing for performance of Work

The Vendor must bring the Work to Completion by the Date for Performance, and at all times perform Work with due expedition and without delay, and generally in a manner sufficient to enable RPF to comply with Service Response Times set out in Schedule 1. Where the Vendor fails, or in RPF's opinion is unable, to perform Work in accordance with such timing requirements, RPF may:

(a) notify the Vendor of a new Date for Performance; or

(b) require the Vendor to immediately cease work; and

(c) replace the Vendor with a different supplier, in which case the Vendor must:

  i. indemnify RPF against any additional costs it incurs associated with completion of the Work over and above costs otherwise payable to the Vendor for the Work (including accommodation costs of the occupant of the Site); and

  ii. provide assistance as and right to use plans as may be requested by RPF to Complete the Work.

The Vendor acknowledges that failure by it to perform the Work in accordance with the Purchase Order will cause RPF to incur significant costs. All Loss suffered or incurred by RPF due to a failure by the Vendor to perform Works in accordance with the Purchase Order (including but not limited to any additional temporary accommodation or business interruption costs), will be a debt due from the Vendor to RPF.

Without limiting, and in addition to, any other provision of this Purchase Order, the Vendor agrees that if at any time the progress of Works has fallen behind progress as required by the Purchase Order due to an act or omission of the Vendor, the Vendor shall at its own cost take the necessary corrective action so as to ensure that progress is maintained in accordance with the Purchase Order. Such corrective action may include the working of overtime and additional shifts, the application of more resources to carry out the Works and the adjustment and rescheduling of activities.

RPF may at any time, at its discretion, direct the Vendor to accelerate the Works. The costs associated with accelerating the Works will be borne by the Vendor, unless the direction to accelerate will result in the Vendor completing the Works earlier than the time required by the Purchase Order (as adjusted by any extensions of time), in which case acceleration works performed by the Vendor in accordance with this paragraph shall be valued as a Variation.

If the Vendor is or will be delayed in achieving Completion by a Delaying Event then, provided the Vendor gives RPF a written notice within 3 business days of commencement of the delay setting out the Delaying Event, its effect on achieving Completion, and the extension of time claimed, the Date for Performance shall be extended commensurate with the impact attributable to and duration of the Delaying Event, as determined by RPF. The Vendor is barred from claiming any extension of time other than in accordance with this clause.

The Vendor is not entitled to be paid for any costs associated with any delay or disruption.

RPF may at any time at its discretion extend the Date for Performance.

Clause 10 Variations

If RPF directs the Vendor to undertake a Variation, the Vendor shall execute the Variation. Where no written direction to perform a Variation is provided by RPF, or on request from RPF, the Vendor must, before performing a Variation, and no later than 3 days after receiving the direction or request, give written notice ("Variation Quotation") to RPF of the scope and cost of the proposed Variation and the impact of performing it on the Date for Performance. The value of a Variation may be agreed between the parties prior to performing the Variation, and failing such agreement may be valued by RPF having regard to the rates in the Purchase Order, or if there are no applicable rates, at reasonable rates and prices as determined by RPF. RPF is not obliged accept and Variation Quotation, or to pay for any Variation in respect of which the Vendor has failed to provide a Variation Quotation in accordance with this Clause 10.

Clause 11 Personnel and Quality of Work

Without limiting the Vendor's other obligations under this Purchase Order, it must ensure that all applicable codes (including Building Code of Australia and Suncorp's Code of Conduct at Schedule 2), standards (including Australian Standards) and specifications are met, and that the Work is carried out in accordance with the Purchase Order, current drawings and relevant laws, all applicable environmental and safety requirements and otherwise in the manner reasonably required by RPF.

Without limiting the relevant State Specific Home Building Warranties, all goods supplied and services performed must be fit for their intended purposes and for any other purpose that RPF makes known to the Vendor, and all goods supplied must be of merchantable quality, new, not infringe the intellectual property rights of any person, and be free from all liens, charges and encumbrances.

The Work must be performed by appropriately qualified and trained personnel who hold the licences, permits or memberships required by law or ordinarily held by persons performing work the same as or similar to the Work, and with due care, skill and diligence. If, in RPF's opinion, the performance of any of the Vendor's personnel is not satisfactory, RPF may, acting reasonably, at its discretion, direct that the personnel be removed and replaced at Vendor's cost, such costs including but not limited to flights, handover and training.

The Vendor must:

(a) obtain RPF's approval before ordering replacement materials or appliances that are not Identical,

(b) organise and obtain any necessary permits, licences, certifications, registrations and insurance covers as required in the State or Territory in which the Vendor performs the repair works;

(c) comply with all building practitioner and building laws (including local council laws) in the Relevant State, including maintaining all statutory registrations, licences and insurances required to provide building services in the Relevant State.

The Vendor must comply with RPF's instructions to collect and use materials and/or services necessary for Works, from suppliers as directed by RPF. In such instances, the costs associated with acquiring the materials and/or using the services, will be borne by RPF, and unless agreed otherwise, no mark-up or fee will be payable to the Vendor in relation to the use of the materials and/or services.

Clause 12 Defects

If, in RPF's opinion, any aspect of Work requires rectification (**Defective Works**), RPF may issue the Vendor with a request for rectification containing the scope of rectification work (**Rectification Request**). Within 24 hours of receipt of the Rectification Request the Vendor must notify RPF whether it will be disputed. If the Vendor fails to notify RPF within 24 hours of receipt of the Rectification Request that it disputes the Rectification Request, the Rectification Request is deemed accepted by the Vendor.

If the Rectification Request is accepted, the Vendor must contact the Insured Person to arrange for an onsite inspection of the rectification works.

If the Vendor disputes the Rectification Request then it must attend an onsite inspection at a time and date as notified by RPF to the Vendor.

Following the onsite inspection, the Vendor must provide a report to RPF indicating whether the Vendor accepts liability and providing reasons and photographic evidence to support the decision. If liability has been accepted, the report must Include an estimated commencement and completion date for the rectification work.

The Vendor must prioritise rectification works and ensure that works are completed promptly and in any event within 7 days of receiving a Rectification Request or such other period as agreed between the parties. The Vendor must provide regular updates to the Insured Person and to RPF during the repair process and once works have been completed, provide RPF with photographic evidence of the completed works and a signed acknowledgement from the Insured Person confirming that the works have been completed to their satisfaction.

The Vendor will be liable for the fair and reasonable costs of the rectification work (including any costs incurred to a third party) and any reasonable costs of the Insured Person associated with temporary accommodation during the rectification works.

If an Insured Person reasonably refuses to have the Vendor carry out the rectification work or should there be any doubt about the Vendor's ability to rectify the problem to the Insured Person's satisfaction, another vendor may be asked to carry out the required rectification.

The parties agree that any decision in relation to the need for rectification and the party to complete the rectification works shall be at the discretion of RPF or the Insurer. If requested by RPF, the Vendor agrees to provide assistance and advice, together with any plans and specifications required to effect an orderly and efficient transition of rectification works to another vendor.

If, in respect of any Defective Works, RPF elects not to issue a Rectification Request RPF may at its option:

(a) reject goods and without any prejudice to RPF's other rights at law or under this Purchase Order, within 5 days of notification of such rejection the Vendor must:

i. collect the goods; and

ii. refund all amounts paid in respect of the goods;

(b) have any such Work repaired, replaced or re-supplied (as necessary) by the Vendor, or performed by others, at the Vendor's cost (even if the Vendor has not had an opportunity to rectify the Works); or

(c) accept any such Work and deduct from any amount owing by RPF to the Vendor an amount which RPF considers reasonable having regard to the fault, defect or non-compliance, and if no amounts are owing by RPF to the Vendor such amount shall be a debt due and owing from the Vendor to RPF.

The Vendor shall pay RPF amounts it is liable for pursuant to this clause within twenty-five (25) days of the earlier of either the completion of the rectification work or any demand for payment.

Clause 13 GST

An amount payable by a party under this Purchase Order which is taxable under the *A New Tax System (Goods and Services Tax) Act 1999* ("GST Act"), unless expressed to include GST (as that term is defined in the GST Act), represents the GST exclusive value of the supply, and the recipient of the supply must, in addition, pay the Vendor the GST applicable in respect of the supply.

Clause 14 Default

If the Vendor commits a material breach of the Purchase Order (including but not limited to a breach of its obligations under Clause 5, Clause 9, Clause 11, Clause 16) and fails to remedy such breach within 7 days after RPF gives written notice to that effect, or if the Vendor stops payment of its debts or calls a meeting of its creditors or becomes insolvent or being a corporation calls a meeting for the purposes of or goes into liquidation or has a winding up petition presented against it or has a receiver or provisional liquidator appointed, then RPF may, by written notice to the Vendor do any of the following:

(a) suspend all payments to the Vendor;

(b) take out of the hands of the Vendor the whole or part of the Work remaining to be completed under the Purchase Order; and

(c) terminate the Purchase Order.

Clause 15 Dispute Resolution

If a dispute or difference (a 'Dispute') arises between the Vendor and RPF under or in connection with the Purchase Order, either party may give a Dispute Notice to the other party.

If a party gives a Dispute Notice to the other party, senior executives with authority to settle the Dispute must promptly meet to try to resolve the Dispute. If the subject matter of the Dispute is subject to dispute resolution process under the agreement between RPF and its client (the 'Main Contract Dispute'), the Vendor must, at its cost, participate in that dispute resolution process as reasonably required by RPF, and agrees to be bound by the outcome of that dispute resolution process to the extent it relates to the Dispute.

If the Dispute is not a Main Contract Dispute, and parties are unable to resolve the Dispute within 21 days after the Dispute Notice is given by one party to the other party, either party may refer the dispute to expert determination within a further 21 days. A Dispute (excluding Main Contract Disputes) which has not been referred to expert determination within the time required by this clause is barred from being pursued in any dispute resolution process including expert determination or court proceedings.

The expert determination must be conducted in accordance with the Rules for the Expert Determination of Commercial Disputes as published by the Institute of Arbitrators & Mediators, Australia from time to time. The decision of the expert shall be final and binding on the parties, unless the amount determined as owing from one party to the other exceeds $300,000, in which case either party may commence litigation.

Notwithstanding the existence of a Dispute, both parties must continue to perform their obligations under this Purchase Order. Nothing in this Clause 15 prevents a party from commencing proceedings where that party seeks urgent interlocutory relief.

Clause 16 Safety and Environment

The Vendor must:

(a) ensure that it and all its employees and suppliers comply with their respective obligations under the WHS Legislation;

(b) not, and must ensure that its employees and suppliers do not, at any time, cause RPF or the Insurer to be in contravention of any WHS Legislation;

(c) develop, maintain and Implement a work health and safety management system that as a minimum:

iii. complies with all work health and safety laws applicable to the Vendor; and

iv. complies with Australian/New Zealand Standard 4801 (Safety Management Systems);

(d) ensure that before any form of work commences, a comprehensive hazard risk assessment has been carried out in relation to that work and that that assessment has been take into account and has then been communicated to those persons performing the work;

(e) ensure that environmental impacts caused by the Work comply with all applicable environmental laws and requirements;

(f) at all reasonable times provide RPF and the Insurer or its nominee with access to such records as may be necessary to establish the Vendor's compliance with its obligations under this Purchase Order;

(g) perform the Work in a manner which ensures that RPF satisfies its obligations under the WHS Legislation and applicable environmental laws and requirements; and

(h) immediately inform RPF in writing of all incidents involving environmental impacts that do or may breach applicable environmental laws and requirements, or injury to any employee or contractor of the Vendor arising during the performance of the Work.

To the extent not prohibited by law, if the Vendor fails to comply with its obligations under this Clause 16, RPF or the Insurer may perform or have performed the obligation on the Vendor's behalf and the Vendor indemnifies RPF against all Loss suffered or incurred by RPF in performance of the Vendor's obligations, and otherwise arising out of or in connection with the failure by the Vendor to comply with the matters in paragraphs (a) to (h) of this Clause 16.

The Vendor must at its cost comply with RPF's directions regarding safety, including participating in site inductions and site toolbox meetings, providing safe work method statements, and on request from RPF, providing a written plan detailing the practices to be adopted by the Vendor to comply with WHS Legislation.
The Vendor acknowledges that unless specifically agreed otherwise, it is responsible for the control of its employee's systems of work.

Clause 17 Exclusion of Proportionate Liability Schemes

To the extent permitted by law, any Commonwealth, state or territory law relating to proportionate liability or reduction of liability because of a claimant's contributory negligence is excluded in relation to all and any obligations or liabilities of the Vendor under this Purchase Order or relating to the Work, whether such obligations or liabilities are sought to be enforced in contract, tort or otherwise.

The Vendor must ensure that any subcontract it enters into with any subcontractor in connection with the Work contains substantially the same terms as this Clause 17.

Clause 18 Termination for convenience

RPF may for its sole convenience by written notice to the Vendor terminate the employment of the Vendor under the Purchase Order. Upon any such termination the Vendor shall be entitled only to:

(a) the reasonable cost of all work carried out in accordance with the Purchase Order to the date of termination (less amounts previously paid to the Vendor in respect thereof and any deductions by way of set off or counterclaim);

(b) reasonable costs already incurred by the Vendor in respect of Work that is not recoverable or legally avoidable by any other means including use of purchased materials in any other unrelated building works,

up to a maximum amount of the balance of the Price, and provided such costs are lodged with RPF within 3 days of termination. The amount to which the Vendor is entitled under this clause shall be full compensation for the termination and the Vendor acknowledges and agrees that RPF may itself, or engage others to, complete the whole or any part of the Works.

Clause 19 General

(**Law**) This Purchase Order is governed by the law of the state in which the Site is located.

(**Jurisdiction**) Each party submits to the non-exclusive jurisdiction of the courts exercising jurisdiction in the state in which the Site is located, and any court that may hear appeals from any of those courts, for any proceedings in connection with this Purchase Order, and waives any right it might have to claim that those courts are an inconvenient forum.

(**Contra Proferentem**) A term of this Purchase Order must not be construed to the disadvantage of a party merely because that party was responsible for the preparation of the Purchase Order or the inclusion of the provision in the Purchase Order.

(**Counting days**) A reference to day is to a calendar day unless otherwise stated.

(Waiver) A right may only be waived in writing, signed by the party giving the waiver, and no other conduct of a party (including a failure to exercise, or delay in exercising, the right) operates as a waiver of the right or otherwise prevents the exercise of the right. A waiver of a right on one or more occasions does not operate as a waiver of that right if it arises again. The exercise of a right does not prevent any further exercise of that right or of any other right.

(**Severance**) Any provision of this Purchase Order which is unenforceable or partly unenforceable is, where possible, to be severed to the extent necessary to make this Purchase Order enforceable, unless this would materially change the intended effect of this Purchase Order.

(**Indemnities**) Each indemnity in this Purchase Order survives the expiry or termination of this Purchase Order, and a party may recover a payment under an indemnity in this Purchase Order before it makes the payment in respect of which the indemnity is given.

(**Trustee**) If the Vendor is a trustee, it warrants to RPF that:

(c) it is entitled to be indemnified out of the trust assets for any liability that the Vendor incurs in relation to this Purchase Order;

(d) In the event that the Vendor incurs liability to RPF, under this Purchase Order, the Vendor will promptly exercise its rights of indemnity against the assets of the trust to discharge that liability.

Clause 20 Complaints Handling Procedure

Where the Vendor receives a Complaint, the Vendor must contact RPF immediately and at the latest within 24 hours of receiving the Complaint. RPF will inform the Vendor of the most appropriate course of action.

The Vendor agrees that RPF or the Insurer will be entitled to handle any Complaints relating to the Vendor's conduct or performance of the Work.

Unless otherwise agreed, the Vendor shall not have authority to handle Complaints.

Clause 21 Modern Slavery

RPF is committed to meeting its obligations in respect to Modern Slavery.

The Vendor must:

(a) Ensure that at all times it and all its employees and suppliers comply with their respective obligations under Modern Slavery Legislation;
(b) Ensure that at all times it and all its employees and suppliers comply with RPF's policy regarding Modern Slavery, a copy of which is available on request; and
(c) Keep a written record of its compliance with this clause and upon receiving a request in writing from RPF for a copy of any such record, the Vendor must promptly provide a copy of that record to RPF.

Clause 22 Anti-Money Laundering

RPF is committed to meeting its obligations in respect to Anti-Money Laundering.

The Vendor must:

(d) Ensure that at all times it and all its employees and suppliers comply with their respective obligations under Anti-Money Laundering Legislation;
(e) Ensure that at all times it and all its employees and suppliers comply with RPF's policy regarding Anti-Money Laundering, a copy of which is available on request; and
(f) Keep a written record of its compliance with this clause and upon receiving a request in writing from RPF for a copy of any such record, the Vendor must promptly provide a copy of that record to RPF.

Schedule 1 – Service Response Times

Service Response Times				
Category	**Trigger**	**Action**	**Response Time**	**Target**
Contact Customer	On receipt of purchase order or Request for Quote, Assessment or Report	Call customer & make appointment	7 PM next business day (within 24 hrs)	100%
	On receipt of Make-Safe request	Call customer & make appointment	1 hour	100%
	On receipt of customer enquiry	Respond to enquiry	Day of	100%
Contact RPF Building	On receipt of customer enquiry	Update RPF as to enquiry	Day of	100%
Quotes/ Assessments Reports	On receipt of Request for Quote, Assessment or Report	Submit Assessment Quote/Report	3 business days	100%
Repairs	On receipt of Authority to proceed via purchase order	Commence and complete works	At the date & time agreed with the Customer in one continuous process	100%
Variations	Variation from approved quote	Notify RPF Building	Immediately	100%
Notifications	Where a Service Response Time will not be met	Notify RPF Building	Immediately	100%
	When nearing and likely to reach capacity	Notify RPF Building	Immediately	100%
	When programmed completion date will be exceeded	Notify RPF Building	Immediate	100%
Invoicing	On completion of works	Submit invoice	5 business days	100%
Rectification	Request for rectification	Complete works	7 calendar days	100%
Customer Complaint	On receipt of enquiry	Respond to enquiry and inform RPF Building	immediately	100%

Schedule 2 – RPF Building Code of Conduct

This Code applies to any person attending a Suncorp Customer's premises to perform Insurance repair services	
Focus	**Detail**
Consequence of a Breach of this Code	RPF Building may require a repairer to remove any person from a customer's premises, and replace them with a person acceptable to RPF Building.
Conduct	Repairers are expected to behave in a professional and courteous manner when dealing with RPF Staff, customers, and any other person the Repairer deals with in connection with the provision of services.
Presentation	Repairers are expected to ensure their staff attend the site wearing professional trade-like attire, wear any appropriate safety clothing, ensure that personal clothing is clean and tidy, and that staff maintain a high standard of personal hygiene.
Punctuality	Repairers are expected to be punctual and attend at appointed times during the course of repairs. If the Repairer is unable to make an appointment, the Repairer must contact the customer and RPF Building as early as possible before the time has expired, and arrange a mutually agreeable time.
Identification	On initial attendance at the customer's home or business repairers are expected to: Introduce the Repairer's team and explain that the Repairer is there on behalf of RPF Building, and explain the purpose for the visit present identification and provide a business card that clearly displays the Repairer's name, a contact's name if different, and a telephone number clearly explain to the customer what the next steps will be.
Site Management	Throughout the course of the repair work Repairers are expected to carry and use the necessary equipment for the repair work to be completed in a safe and professional manner, maintain the customer's premises in a safe and tidy condition and store all construction debris and equipment safely when not in use.
	When the repair is complete Repairers are expected to remove all plant, equipment, surplus materials, rubbish, excavated material, cut vegetation, demolished or dismantled structures from the site.
Care of Customer's Property	When attending a Customer's premises, every reasonable precaution should be made to ensure that no loss or damage is caused to their home, site or personal property (including property belonging to others), including any loss or physical damage arising from soiling, spillage, breakage or accidental actions.
The insurance Policy	All customer inquiries about the insurance policy are to be referred to RPF Building or their appointed Supervisor and are not to be answered by the repairer.

In this table, *Customer* means Insured Person, *Repairer* means Vendor, and *Suncorp* means Insurer.

By signing below, you are accepting these terms and conditions and taking responsibility for your company/business or sole trader in the dealings with RPF and any of your employees/contractors. By accepting works from RPF you will be subject to these conditions whether this document is signed or not.

Signed by …… Position……

Signature……..... Date……