

Standard Terms & Conditions

1. The relationship between you and PBG shall be that of principal and independent contractor and you shall be at liberty to nominate any of your suitably qualified employees or sub-contractors to provide the services, subject to prior agreement with PBG. Any of your employees or sub-contractors will be under your sole direction and control and shall not form part of the firm of PBG.
 2. You must comply with all laws and regulations applicable to the operation of your business including, without limitation, legislation in relation to Work Health and Safety, Equal Opportunity and Environmental Protection.
 3. You must ensure that your employees and sub-contractors are adequately and regularly trained on matters of work health and safety, such training to include any training prescribed by WH&S laws.
 4. You must ensure that appropriate WH&S systems, processes, policies and procedures are in place and predicated to comply with your statutory obligations.
 5. You must ensure that your employees and sub-contractors first assess the safety of providing the Services and that they do not carry out any of the Services if they consider that it is not safe to do so.
 6. A job specific Safe Work Method Statement (SWMS) must be completed prior to any works commencing and must be made available to PBG on request.
 7. You must ensure that all aspects of the Services are performed safely having regard to the health and safety of all persons that may be affected.
 8. You must comply with all Privacy Laws in relation to the Personal Information, whether or not you are an organisation bound by the Privacy Act.
 9. You are required to provide your own skill, transport, tools and management of the service to complete the works at the agreed level of quality and time.
 10. Communication on the status of the job is required and should always reference the PBG Job Number and Purchase Order number.
 11. If PBG deems that any work performed by you, or materials used by you, in providing the Service is defective, PBG may either:
 - a) Require you to rectify the defect at your expense.
 - b) Arrange for another service provider to rectify the defect at your expense.
 12. To the extent permissible by law, PBG is not liable for any death, personal injury or property damage caused by or arising directly or indirectly out of or in connection with:
 - a) Any handling, distribution, storage or use of Hazardous Substances by you.
 - b) Any process of decontamination, treatment, handling, sale, installation, removal, disposal or control of Hazardous Substances by you.
 - c) You failing to adequately assess the safety of performing the service.
 - d) You failing to ensure compliance with all relevant Occupational Health and Safety laws.
 13. You agree to indemnify PBG, and keep PBG indemnified, for any loss or claim suffered or incurred by PBG in connection with or arising directly or indirectly from:
 - a) Any identification, handling, distribution, storage, disposal or use of Hazardous Substances by you.
 - b) Any process of decontamination, treatment, handling, sale, installation, removal, disposal or control of Hazardous Substances by you.
 - c) You failing to adequately assess the safety of performing the service.
 - d) You failing to ensure compliance with all relevant Occupational Health and Safety laws.
 14. You must own and maintain the following insurance policies with reputable insurers and provide certificates of currency upon our request;
 - a) Public and products liability insurance for an amount not less than AUS\$10,000,000 for this and each service and, with respect to products liability, also in aggregate for all claims during any 12 month policy period.
 - b) Workers compensation insurance and registrations as required by law in respect of all persons employed by you to carry out agreed services
 15. The following warranties are implied in the Service provided by you under this agreement:
 - a) A warranty that the Service will be performed in a proper and workmanlike manner and in accordance with the plans and specifications specified.
 - b) A warranty that all materials supplied will be good and suitable for the purpose for which they are used and that, unless otherwise stated, will be new.
 - c) A warranty that the service will be done in accordance with, and will comply with, any other law.
 - d) A warranty that the service will be done with due diligence and within the time stipulated.
 - e) A warranty that the Service and any materials used in carrying out the Service will be reasonably fit for the specified purpose or result.
 16. On completion of the agreed works a tax invoice must be issued to PBG within 5 working days for payment
- The tax invoice must include:**
- a) **PBG Job Number.**
 - b) **PBG Work Order Number.**
 - c) **Your Job Number (If Applicable).**
 - d) **Customer Name and Address.**
 - e) **Itemised description of labour (hours) and materials (dollar amount) supplied.**
 - f) **Costs should be stated as price excluding GST, the GST component, and the total cost.**
- 17. Payment terms 30 days from authorised invoice.**