

Work Order – General Conditions

1. Contract

- (a) Unless stated otherwise all Work Orders issued by HIAPL are governed by these general conditions.
- (b) If there is any ambiguity or inconsistency between these general conditions and any details in the Work Order, the Work Order will have precedence to the extent of the ambiguity or inconsistency.
- (c) The issue of a Work Order forms a binding contract between the Contractor and HIAPL without the need for further action by the parties (**Contract**).
- (d) If the parties enter into a separate written arrangement governing the provision of the Contractor’s Activities as approved under HIAPL Policies (**Special Supply Arrangement**) the terms of the Special Supply Arrangement will take precedence to the extent of any ambiguity or inconsistency between the Special Supply Arrangement and these general conditions.
- (e) The legal relationship between the parties will, at a minimum, always consist of these general conditions.

2. Contractor’s Activities

- (a) The Contractor’s Activities may include the supply of Services, the supply of Goods, or the supply of both Services and Goods, as specified in the Work Order.
- (b) The Contractor agrees to perform the Contractors Activities in consideration for payment of the Contract Price.

3. Provision of Services

3.1 General

The Contractor must provide the Services to HIAPL:

- (a) for the period, at the times and locations, and in accordance with any requirements for the

provision of the Services as specified in the Work Order;

- (b) using appropriately qualified, skilled and experienced Personnel;
- (c) to the reasonable satisfaction of HIAPL; and
- (d) in accordance with any other requirements specified in the Contract.

3.2 Service Report

Where indicated in a Work Order, the Contractor must provide HIAPL with a Service Report on completion of the Services.

3.3 Identification of maintenance requirement

Where in the performance of any Services the Contractor identifies a deficiency, fault or error in relation to the Site or asset to which the Services relate:

- (a) the Contractor must notify HIAPL as soon as possible that maintenance may be required and details of that maintenance; and
- (b) subject to subclause 3.3(c) the Contractor must not carry out any maintenance referred to in subclause 3.3(a) unless HIAPL has issued a Work Order in relation to same.
- (c) Where there is risk to health or safety, HIAPL may give the Contractor an oral direction to perform urgent maintenance work and must confirm that oral direction with a written work order within 24 hours.

4. Provision of Goods

The Contractor must supply the Goods in accordance with:

- (a) any requirements specified in the Work Order;
- (b) any reasonable directions of HIAPL; and
- (c) the other requirements of the Contract.

5. Approvals, law, standards and policies

- (a) The Contractor must obtain and comply with any necessary licences, accreditations, permits, registrations, regulatory approvals or other

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documented authority (however described) required by law or any government authorities and necessary for the provision of the Contractor's Activities.

- (b) The Contractor must comply with and ensure its Personnel comply with:
 - (i) the laws from time to time in force in the State, Territory or other jurisdictions in which any part of the Contract is to be carried out (including the Airports Act 1996 (Cth));
 - (ii) all relevant Australian Standards which are identified in the Work Order or of which the Contractor ought reasonably to be aware; and
 - (iii) the HIAPL Policies.

6. Quality

6.1 Warranties

The Contractor warrants that:

- (a) it will carry out the Contractor's Activities at a standard consistent with Best Industry Practice;
- (b) any Goods and Deliverables provided are new, free from deficiencies in design, manufacture and workmanship and are fit for purpose; and
- (c) it has the necessary skills, resources and experience to carry out the Contractor's Activities in accordance with the Contract.

6.2 Quality assurance

The Contractor must comply with any quality assurance and quality control requirements forming part of the HIAPL Policies, or otherwise notified to the Contractor by HIAPL. Without limiting the foregoing, the Contractor must:

- (a) maintain a quality management system;
 - (b) maintain a safety management system;
- and provide evidence of same on request from HIAPL.

6.3 Testing and inspection

Unless otherwise provided, the Contractor is responsible for all tests and inspections associated with the Contractor's Activities or as reasonably directed by HIAPL. The results of any tests must be promptly supplied to HIAPL.

7. Subcontracting

The Contractor may not subcontract any part of the Contractor's Activities without HIAPL's prior consent. Subcontracting any part of the Contractor's obligations under the Contract will not relieve the Contractor from any of its obligations under the Contract.

8. Time

8.1 Performance of Services

- (a) The Contractor must perform the Services with due expedition and without delay, to meet the Response Time and any special instructions specified in the Work Order.
- (b) The Contractor must, if required by HIAPL, submit to HIAPL a program of the Contractor's Activities which demonstrates an ability to meet the time frames in the Contract and otherwise in a form reasonably acceptable to HIAPL. The Contractor must comply with any reasonable directions of HIAPL regarding timing and programming.
- (c) If required by HIAPL, the Contractor must prepare and implement an action plan to remedy any failures to meet the Response Time.

8.2 Supply of Goods

The Contractor must supply Goods to HIAPL at the Delivery Location on or before the relevant Delivery Date and in accordance with any special instructions for the delivery of the Goods specified in the Work Order.

8.3 Notice of Delay

- (a) The Contractor must promptly notify HIAPL if the Contractor becomes aware that the Contractor will be unable to provide all or part of the Services and/or Goods in accordance with the requirements of this clause 8, and advise HIAPL as to when it will be able to do so.
- (b) HIAPL may, in its sole and absolute discretion, unilaterally extend the Delivery Date or time for completion of Services. HIAPL is not required to exercise its discretion under this clause 8.3(b) for the Contractor's benefit.

9. Variations

- (a) The Contractor must not vary the Contractor's Activities except as directed by HIAPL.

- (b) HIAPL may instruct the Contractor to carry out a Variation. The Contract Price will be adjusted for all Variations directed by HIAPL by an amount agreed between the parties, or failing agreement, an amount determined by HIAPL by reference to the Standing Offer Deed where applicable, and otherwise by reference to reasonable rates and prices (including a reasonable amount for profit and overheads).
- (c) If a Variation omits or deletes certain Contractor's Activities, HIAPL may perform the omitted work itself or by engaging others.
- (d) HIAPL may not omit the whole of the Contractor's Activities by way of a Variation.

10. Acceptance and defects

10.1 Acceptance and rejection

- (a) HIAPL may, within 14 days after delivery of the Goods, or completion of the Services (as applicable):
 - (i) accept the Contractor's Activities; or
 - (ii) reject the Contractor's Activities if they do not comply with the requirements of the Contract (including providing a Service Report and any acceptance tests).
- (b) If HIAPL does not notify the Contractor of acceptance or rejection within the 14-day period, HIAPL will be taken to have accepted the Contractor's Activities. However, this acceptance will not constitute a waiver, and will be without prejudice to HIAPL's rights and remedies under the Contract.
- (c) Without limiting clause (ii) or any other rights, if HIAPL rejects the Contractor's Activities, or if the Contractor's Activities do not otherwise comply with the Contract, HIAPL may require the Contractor to:
 - (i) provide, at the Contractor's cost, replacement Goods or Services which comply with the requirements of the Contract; or
 - (ii) to take any other action to rectify any aspect of the Contractor's Activities, as directed by HIAPL.
- (d) At HIAPL's request, the Contractor must promptly remove any rejected Goods from HIAPL's premises at its cost.

10.2 Defects

- (a) Notwithstanding acceptance of the Contractor's Activities by HIAPL in accordance with clause 10.1, the Contractor must remedy at its cost any defects in the Contractor's Activities notified by HIAPL to the Contractor at any time within the Defects Liability Period.
- (b) If the Contractor does not remedy the defect within the time required by HIAPL (or if no time is specified, a reasonable time), HIAPL may remedy the defect and the costs incurred by HIAPL in remedying the defect will be a debt due from the Contractor to HIAPL.

11. Site

11.1 Access to Site

- (a) HIAPL will provide the Contractor with non-exclusive access to the Sites, and relevant HIAPL systems, to perform the Contractor's Activities.
- (b) The Contractor must comply with all HIAPL's directions, procedures and policies relating to access and security when accessing and using the Site and systems (including the HIAPL Policies).
- (c) HIAPL may revoke, suspend or limit the access granted at any time without notice, including where the Contractor fails to comply with the Contract.

11.2 Safety

- (a) The Contractor must:
 - (i) comply, and ensure that its' subcontractors comply, with all HIAPL's directions, procedures and policies relating to safety when accessing and using the Site (including the HIAPL Policies);
 - (ii) comply, and ensure that its' subcontractors comply, with the WHS Legislation; and
 - (iii) consult, co-operate and co-ordinate activities with HIAPL and any other person who, concurrently with the Contractor, has a work health and safety duty under the WHS Legislation in relation to the same matter.
- (b) The Contractor must ensure that the Contractor's Activities, and any of its

subcontractor's activity, is without risk to the health and safety of persons who may in any way be affected by the Contractor's and/or subcontractor's Activities.

- (c) If any accident or safety incident occurs at HIAPL's premises or involves HIAPL's Personnel in connection with the Contractor's Activities (and/or subcontractor's), the Contractor must immediately:
- (i) report the incident to HIAPL,
 - (ii) promptly provide HIAPL with copies of any notices or other documentation provided to or issued by the relevant government regulator in relation to the incident; and
 - (iii) provide HIAPL with such other information as may be required by HIAPL to facilitate the notification to or investigation of the incident in accordance with the WHS Legislation.

11.3 Utilities

Where power and water are available on a Site, these will be made available to the Contractor at no expense for the purpose of providing the Services.

12. HIAPL Access and Audit

At HIAPL's request, the Contractor must permit HIAPL, and its nominees, timely and sufficient access to the Contractor's premises, records or accounts relevant to the Contract for the purpose of:

- (a) undertaking audits and surveillance of the Contractor's quality system and/or the production processes related to the Contractor's Activities; and
- (b) monitoring the Contractor's work health and safety and environmental compliance in connection with the provision of the Contractor's Activities.

13. Contract Price and payment

13.1 Contract Price

The Contract Price allows for and is inclusive of:

- (a) the provision of all Goods, plant, equipment and work, Materials;
- (b) the cost of any packaging, marking, handling, freight, delivery, and insurance;

- (c) the costs of compliance with all statutory, award or other legal requirements;
- (d) of all taxes (other than GST), duties (including any customs duty) and government charges imposed or levied in Australia or overseas; and
- (e) any other costs and work necessary for the Contractor's Activities, whether or not expressly mentioned Statement of in the Works.

13.2 Urgent Works

If a Work Order is issued with a Response Time classification of "Urgent" the Contract Price will be an "estimate" only, in which case the Contractor must notify HIAPL as soon as reasonably practical of any required adjustment to the estimated Contract Price.

13.3 Payment claims and payment

- (a) The Contractor must give HIAPL a claim for the Contract Price (**Payment Claim**) which complies with clause 13.3:
 - (i) if the Work Order provides for the payment of the Contract Price by way of instalments or milestone payments, at the times set out in the Work Order; or
 - (ii) following acceptance of the Contractor's Activities in accordance with clause 10.1.
- (b) HIAPL may, within 10 Business Days of receiving a Payment Claim, give the Contractor a payment statement (**Payment Statement**) which states:
 - (i) the amount (if any) which HIAPL believes to be then payable by HIAPL to the Contractor; and
 - (ii) if the amount in paragraph (i) is less than the amount claimed in the Payment Claim, the reason for the difference.
- (c) Failure by HIAPL to set out in a Payment Statement an amount which HIAPL is entitled to retain, deduct, withhold or set off will not prejudice HIAPL's right to subsequently exercise such a right.
- (d) Subject to any right of set-off HIAPL may have, HIAPL must pay the Contractor:

- (i) the amount set out as payable in the Payment Statement; or
- (ii) if no Payment Statement was provided, the amount set out in the Payment Claim,

within 15 Business Days of receiving the Payment Claim.

- (e) If a Payment Statement shows an amount owing by the Contractor to HIAPL, the Contractor must pay HIAPL that amount within five Business Days of receiving the Payment Statement.
- (f) No Payment Statement or payment of money is evidence of the value of work or that work has been satisfactorily carried out in accordance with this Contract, an admission of liability or approval by HIAPL of the Contractor's performance or compliance with the Contract.

13.4 Payment Claim requirements

Payment Claims must:

- (a) be addressed to HIAPL Accounts, Hobart Airport, 6 Hinkler Rd, Cambridge, TAS, 7170;
- (b) be provided to HIAPL within 14 days of completion of the Contractors Activities, unless otherwise agreed in writing;
- (c) include details of:
 - (i) the Work Order number;
 - (ii) the Contractor's name and ABN, and the names of the Personnel who carried out the Services;
 - (iii) a description and dates of the Contractors Activities performed, and
 - (iv) details of outstanding defects or issues; and
- (d) be a valid tax invoice in accordance with the GST Act.

13.5 Supporting documents

The Contractor must promptly provide to HIAPL such supporting documentation and other evidence reasonably required by HIAPL to substantiate performance of the Contract by the Contractor or payment of the Contract Price by HIAPL, including satisfactory evidence that the Contractor is registered for GST.

13.6 Set Off

If the Contractor owes any debt to HIAPL in connection with the Contract, or if HIAPL reasonably considers it has any claim against the Contractor, HIAPL may deduct the amount of the debt or claim from payment of the Contract Price.

13.7 GST

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

14. Intellectual Property and information

14.1 Intellectual Property

- (a) Each party will retain its Pre-Existing IPR and nothing in the Contract assigns or transfers the Pre-Existing IPR of one party to another.
- (b) The Contractor grants to HIAPL a non-exclusive, perpetual, transferable, royalty-free licence to use, reproduce, make adaptations of, modify or incorporate into other work (and sub-licence any other third party to do so) all existing and future Intellectual Property Rights subsisting in the Contractor's Pre-Existing IPR for any purpose.
- (c) Subject to the above, title in, and ownership of all Intellectual Property Rights associated with the Deliverables vests on its creation in HIAPL. The Contractor agrees to execute all documents and do all acts and things required by HIAPL to give effect to this clause. HIAPL grants to the Contractor a non-exclusive, revocable, royalty-free licence to use the Deliverables only for the purposes of performing the Contractor's obligations under the Contract.
- (d) The Contractor warrants that it has all Intellectual Property Rights and moral rights necessary to provide the Contractor's

Activities. The Contractor also warrants that the provision of the Contractor's Activities in accordance with the Contract will not infringe any third party's Intellectual Property Rights or moral rights.

- (e) The Contractor must indemnify HIAPL against any claims against, or costs, losses or damages suffered or incurred by, HIAPL arising out of, or in any way in connection with, any actual or alleged infringement of any Intellectual Property Rights in or associated with the Contractor's Activities.

14.2 Publicity

The Contractor must not issue any media release, promotional material or publicity in connection with this Contract without the prior written approval of HIAPL.

15. Suspension and termination

15.1 Suspension

- (a) HIAPL may instruct the Contractor to suspend and, after a suspension has been instructed, to recommence, the carrying out of all or a part of the Contractor's Activities.
- (b) If a suspension arises as a result of:
 - (i) the Contractor's failure to carry out its obligations in accordance with this Contract, the Contractor will not be entitled to make; and HIAPL will not be liable upon, any claim against HIAPL in connection with the suspension; or
 - (ii) a cause other than the Contractor's failure to carry out its obligations in accordance with this Contract, the Contractor will be entitled to be paid by HIAPL the reasonable extra costs necessarily incurred by the Contractor as a result of the suspension as determined by HIAPL (acting reasonably).

15.2 Termination for Contractor default

- (a) HIAPL may terminate the Contract if:
 - (i) the Contractor notifies HIAPL that it will be unable to provide, all of the Contractor's Activities in accordance with any requirement of the Contract;

- (ii) HIAPL rejects the whole of the Contractor's Activities in accordance with clause 10.1;
- (iii) the Contractor breaches the Contract and the breach is not capable of remedy;
- (iv) the Contractor does not remedy a breach of the Contract, which is capable of remedy, within the period specified by HIAPL in a notice of default issued by HIAPL to the Contractor requiring the Contractor to remedy the breach; or
- (v) the Contractor breaches any of its obligations under clause 11.2.

- (b) If HIAPL terminates the Contract under this clause 15.2, HIAPL will not be obliged to make any further payments to the Contractor, and will be entitled to recover from the Contractor any costs, losses or damages incurred or suffered by HIAPL or in connection with such termination.

15.3 Termination for HIAPL default

- (a) If HIAPL fails to pay an amount that is due and payable under this Contract within 20 Business Days of the due date, the Contractor may provide a notice to HIAPL stating that such amount remains unpaid.
- (b) If HIAPL fails to pay the unpaid amount within a further 20 Business Days from the Contractor's notice under clause 15.3(a), and the amount is not subject to dispute, the Contractor may terminate this Contract by written notice to HIAPL.

15.4 Termination for convenience

- (a) In addition to any other rights it has under the Contract, HIAPL may at any time terminate the Contract by notifying the Contractor in writing. If HIAPL issues such a notice, the Contractor must stop work in accordance with the notice, comply with any directions given by HIAPL and mitigate all loss, costs (including the costs of its compliance with any directions) and expenses in connection with the termination, including those arising from affected subcontracts.
- (b) HIAPL will only be liable to pay the Contractor for:

- (i) Contractor's Activities properly carried out prior to the date of termination;
 - (ii) any reasonable costs incurred by the Contractor that are directly attributable to the termination provided the Contractor substantiates these amounts to the reasonable satisfaction of HIAPL; and
 - (iii) 2% of the unpaid portion of the Contract Price on account of lost profit.
- (c) Other than as set out in this clause 15.4 the Contractor is not entitled to make, and HIAPL will not be liable upon, any claim in connection with termination of the Contract under clause 15.4(a).

16. Disputes

- (a) If a dispute or difference arises between the Contractor and HIAPL in respect of any fact, matter or thing arising out of, or in any way in connection with this Contract, or either party's conduct before the Contract, the dispute or difference must be determined in accordance with the procedure in this clause 16.
- (b) Where such a dispute or difference arises, either party may give a notice in writing (**Notice of Dispute**) to the other party specifying:
 - (i) the dispute or difference;
 - (ii) particulars of the party's reasons for being dissatisfied; and
 - (iii) the position which the party believes is correct.
- (c) Representatives of HIAPL and the Contractor must, within 5 Business Days of a notice being given under clause 16(b), meet and undertake genuine and good faith negotiations with a view to resolving the dispute or difference.
- (d) Whether or not negotiations have taken place under clause 16 (c), if the dispute or difference is not resolved within 10 Business Days after a notice is given under clause 16 (b), the dispute or difference must be referred to senior executives of each party (as nominated by each party) who must:

- (i) meet and undertake genuine and good faith negotiations with a view to resolving the dispute or difference; and
 - (ii) if they cannot resolve the dispute or difference, endeavour to agree upon a procedure to resolve the dispute or difference.
- (e) If the senior executives of each party have not resolved the dispute or difference or agreed on an alternative process for resolving the dispute or difference within 25 Business Days after a notice is given under clause 16 (b), either party may commence court proceedings in respect of the dispute or difference.
- (f) Despite the existence of a dispute or difference between the parties, each party must continue to perform its obligations under this Deed.
- (g) This clause will not prevent either party from seeking urgent injunctive or interlocutory relief.

17. Risk and Insurance

17.1 Title and Risk

- (a) Title to any Goods and Deliverables transfers to HIAPL upon the earlier of payment or delivery.
- (b) The Contractor bears the risk of any loss or damage to the Goods until the Goods are accepted in accordance with this Contract (subject to any liability of the Contractor under clause 10.2).

17.2 Indemnity

- (a) The Contractor must indemnify HIAPL from and against:
 - (i) any loss of or damage to property of HIAPL;
 - (ii) the breach of any provision of this Agreement (including the breach of any warranty) by the Contractor;
 - (iii) any loss suffered or claims by any person against HIAPL in respect of loss of or damage to any property or injury to or death of persons; and
 - (iv) any other loss, claims, demands, proceedings, liability, costs and expenses,

caused by, or arising out of, or in any way in connection with, the Contractor's Activities.

- (b) The Contractor's liability to indemnify HIAPL will be reduced proportionately to the extent that an act or omission (including negligence) of HIAPL or its Personnel contributed to the injury loss or damage in relation to which the indemnity is payable.

17.3 Insurance

- (a) The Contractor must procure and maintain:
 - (i) workers compensation insurance or registrations as required by law;
 - (ii) if the Contractor's Activities involve design, professional indemnity insurance for an amount of \$10 million per claim and in the annual aggregate (which insurance must be maintained by the Contractor for a period of not less than seven years following the end of the Defects Liability Period);
 - (iii) public and products liability insurance for an amount of \$20 million per claim which, to the extent the Contractor's Activities involve airside work, does not contain an exclusion for such work;
 - (iv) if the Contractor's Activities involve the use of motor vehicles, motor vehicle insurance for an amount of \$20 million per claim; and
 - (v) if the Contractor's Activities involve the use of plant and equipment, plant and equipment insurance for an amount equal to the value of the plant and equipment used by the Contractor in carrying out the Contractor's Activities.
- (b) Where requested in the Statement of Work, the Contractor must ensure that HIAPL is noted as an interested party on the insurances required under this clause 16.
- (c) The Contractor must provide evidence of insurance (which may be by way of a certificate of currency) on request by HIAPL.
- (d) The Contractor must notify HIAPL as soon as practicable in the event that a claim is made against an insurance policy required to be

effected under the Contract that materially impacts the Contractor's ability to perform the Contractor's Activities or to comply with any of its obligations under the Contract.

18. Miscellaneous

18.1 Contractor to inform itself

The Contractor warrants that:

- (a) it did not in any way rely upon any information provided to the Contractor by or on behalf of HIAPL (or the accuracy of any such information) for the purposes of entering into this Contract, except to the extent that any such information forms part of this Contract; and
- (b) it has done everything that would be expected of a skilled, prudent, experienced and professional contractor (in accordance with Best Industry Practice) in assessing the risks which it is assuming under this Contract and ensuring that the Contract Price contains allowances to protect it against any of these risks eventuating.

18.2 Prior works

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

18.3 Notices

Any notice or communication under the Contract will be effective if it is in writing and delivered to HIAPL or the Contractor, at the address, or email set out in the Work Order. HIAPL may give a verbal direction but must confirm any verbal direction in writing.

18.4 Assignment

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

18.5 Proportionate liability

To the extent permitted by law, Part 9A of the Civil Liability Act 2002 (Tas) (and any equivalent statutory provision in any other state or territory) is excluded in relation to all and any rights, obligations or liabilities of either party under or in any way in connection with this Contract whether such rights, obligations or liabilities are sought to be enforced in contract, tort or otherwise.

18.6 Indemnities

- (a) Each indemnity in this Contract is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiry of this Contract.
- (b) It is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this Contract.
- (c) A party must pay on demand any amount it must pay under an indemnity in this Contract.

18.7 HIAPL may act

HIAPL may, either itself or by a third party, carry out an obligation under the Contract which the Contractor was obliged to carry out but failed to carry out within the time required. The costs, expenses and damages suffered or incurred by HIAPL in so carrying out such an obligation will be a debt due from the Contractor to HIAPL.

18.8 Conflict of Interest

The Contractor warrants that, as at the date of the Contract, no conflict of interest exists or is likely to arise in the performance of its obligations under the Contract by itself or by any of its Personnel. The Contractor must notify HIAPL in writing promptly if such a conflict of interest arises or appears likely to arise.

18.9 Waiver

No waiver of a right or remedy under this Contract is effective unless it is in writing and signed by the party granting it. It is only effective in the specific instance and for the specific purpose for which it is granted.

18.10 Governing Law

The laws of Tasmania apply to the Contract. The parties submit to the jurisdiction of the courts of Tasmania and the Commonwealth of Australia.

18.11 Entire Agreement

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

18.12 Amendments

Subject to any applicable laws, HIAPL may amend these general terms and conditions from time to time by way of update. However:

- (a) such amendments to these general terms and conditions will not vary the terms of an existing Contract until that Contract is completed; and
- (b) the amended general terms and conditions will apply as from the date of issue of the next Work Order to the Contractor.

Subject to this clause 18.12, an amendment of variation to an existing Contract is not effective unless it is in writing and agreed to by both parties.

19. Definitions

In these conditions:

Best Industry Practice means the degree of care, expertise, competence, prudence and responsibility:

- (a) which optimises safety, efficiency, durability and performance, and minimises environmental impacts in a manner consistent with recognised standards, methods, and laws; and
- (b) that is (at the relevant time and within the applicable circumstance) considered to be exercised by first tier contractors as best practice methodology for works or services similar to the Contractor's Activities.

Business Day means a day other than a Saturday, Sunday or public holiday in Tasmania, or the 27th, 28th, 29th, 30th or 31st of December.

Contract has the meaning given in clause 1.

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

Contractor means the contractor or supplier specified in the Work Order together with the Contractor's Personnel.

Contractor's Activities comprises of the supply of Goods and Services (as applicable) as specified in the Statement of Work and any other things or tasks which the Contractor is, or may be, required to do to comply with its Contract obligations.

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

- (a) 90 days; or
- (b) the period of the Contractor's or manufacturer's standard warranty applicable to the Contractor's Activities; or
- (c) such other period set out in this Contract, whichever is the longest.

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

Delivery Date means the date or dates for provision of the Goods, as specified in the Work Order.

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

Goods means the goods specified in the Work Order (if any) or otherwise ordered by the Contractor in performance of the Contractor's Activities.

GST has the meaning given in the GST Act.

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

HIAPL means Hobart International Airport Pty Ltd ABN 27 080 919 777.

HIAPL Policies means those of HIAPL's policies, induction programs, standards and guidelines (as amended from time to time) relevant or applicable to the Contract which are identified in the Work Order or of which the Contractor ought reasonably to be aware and to the extent the Contractor performs work at the Hobart Airport includes the Working on Airport Sites Guide.

Intellectual Property Rights means any patent, registered design, trademark or name, copyright or other protected intellectual property right.

Materials means goods and materials used in the provision of the Services.

Personnel means officers, employees, agents and subcontractors of a party (but in the case of HIAPL does not include the Contractor).

Pre-Existing IPR of any party means any Intellectual Property Rights belonging to the party which are:

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

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

Response Time means the required time for performance of Services as described in Annexure A and indicated as applicable in a Work Order.

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

Service Report means a report prepared by the Contractor which describes the Services performed and any follow up tasks.

Site means any area made available by HIAPL to the Contractor to carry out the Contractor's Activities (if any) including any such land described in the Work Order.

Standing Offer Deed means a deed governing the procurement of Goods and Services between HIAPL and the Contractor.

Statement of Work means the description of the Goods or Services and includes the Work Order.

Variation means any change to the Contractor's Activities including any addition, increase, decrease, omission, deletion or removal to or from the Contractor's Activities.

WHS Legislation means the *Work Health and Safety Act 2012* (TAS) and the *Work Health and Safety Regulations 2012* (TAS).

Work Order means the Work Order, service request or purchase order issued by HIAPL in respect of the Services and/or Goods, and any attachments to the Work Order.

20. Interpretation

In these Conditions the following rules of interpretation apply unless the contrary intention appears:

- (a) headings are for convenience only and do not affect the interpretation;
- (b) the singular includes the plural and vice versa;
- (c) where a word or phrase is given a particular meaning, other parts of speech and grammatical forms of that word or phrase have corresponding meanings;
- (d) the words 'such as', 'including', 'particularly' and similar expressions are not used as, nor are intended to be interpreted as, words of limitation;
- (e) a reference to:
 - (i) a person includes a natural person, partnership, joint venture, government agency, association, corporation or other body corporate;
 - (ii) a thing (including, but not limited to, a chose in action or other right) includes a part of that thing;
- (iii) a party includes its successors and permitted assigns;
- (iv) a document includes all amendments or supplements to, or replacements of, that document;
- (v) a clause, term, party, schedule or attachment is a reference to a clause or term of, or party, schedule or attachment to, this Agreement (as applicable);
- (vi) a law includes a constitutional provision, treaty, decree, convention, statute, regulation, ordinance, by-law, judgment, rule of common law or equity and is a reference to that law as amended, consolidated or replaced;
- (vii) a monetary amount is in Australian dollars;
- (f) an agreement on the part of two or more persons binds them jointly and severally;
- (g) when the day on which something must be done is not a Business Day, that thing must be done on the following Business Day;
- (h) no rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of this Agreement or any part of it; and
- (i) unless otherwise expressly stated, a provision of these conditions which says that HIAPL "may" do or not do something does not impose an obligation on HIAPL to do or not do that thing, or to do or not do that thing in any particular way.

ANNEXURE A – Response Times

Where a Work Orders for Services is assigned a *Priority Level* the Contractor must perform the Services within the response time specified for that *Priority Level* as per **Table C.1** below:

Table C.1		SCHEDULE OF RESPONSE TIMES						
			URGENT	URGENT	NON-URGENT	OTHER	OTHER	
		Normal Hours	After Hours					
Group		Priority 1	Priority 2	Priority 3	Priority 4	Priority 5		
		Within:	Within	Within:	Within:			
1	Aeronautical related	1 hr	2 hr	16 hr	48 hr		On next routine	
2	Passenger Impact	2 hr	2 hr	16 hr	48 hr			
3	Public Area	1 hr	2 hr	16 hr	1 week			
4	General Office	2 hr	3 hr	16 hr	1 week			
5	Open Areas	4 hr	8 hr	16 hr	1 week			
<p>Group 1 These are technical in nature and will have an impact on aircraft safety or operation.</p> <p>Group 2 These are areas that impact the ability for a passenger to board a flight on time.</p> <p>Group 3 These are areas that are heavily accessed by the public</p> <p>Group 4 This is general office / plant room areas.</p> <p>Group 5 This is generally fields with no infrastructure.</p>			<p>Priority 1 Life Threatening or has high probability of causing injury. Compromises critical operations. Compromises security. Has a high probability of causing property damage or personal injury.</p> <p>Priority 2 Significant reduction in operational efficiency. May cause property damage. OHSE situations affecting staff and customers. Impact on customer perception.</p> <p>Priority 3 Non-critical, but has impact on safety or morale.</p> <p>Priority 4 Can be planned.</p> <p>Priority 5 Can be completed during the next routine service visit.</p>					