

SCHEDULE 6 - FORM OF DEED OF RELEASE

Parties

Wiley & Co Pty Ltd ABN 40 010 604 869 (**Contractor**)

and

_____ ABN _____ (**Subcontractor**)

Background

- A. Wiley and the Subcontractor have entered into the subcontract agreement described in the schedule.
- B. The Subcontractor has asked Wiley to make the final subcontract progress payment [not including any payment under any unresolved claim or the return of retention] on the basis that the Subcontractor gives to Wiley the warranties and release contained in this Deed.

Operative part

1 Warranties

- 1.1 The Subcontractor warrants each of the following:
 - 1.1.1 The Subcontractor has paid all wages and salaries due and owing to any employee of the Subcontractor engaged in the performance of the Subcontract Works.
 - 1.1.2 The Subcontractor has complied with all statutory obligations in relation to all employees of the Subcontractor engaged in the performance of the subcontract work, including, but not limited to, all obligations to remit tax payments to the Australian Tax Office.
 - 1.1.3 The Subcontractor has paid all employee entitlements including superannuation and redundancy trust payments which are due for payment.
 - 1.1.4 The Subcontractor has paid all amounts due and owing to any third party in respect of the supply of goods, materials and services to the Subcontractor for the performance of the Subcontract Works.
 - 1.1.5 At the date of this Deed, the Subcontractor has made claim for all entitlements relating to the performance of the subcontract, whether due under the subcontract as money or extensions of time, or as damages, for any matter which has arisen prior to the date of the progress claim to which this Deed relates.
 - 1.1.6 The final adjusted Subcontract Sum is set out in the schedule to this Deed.

2 Release

- 2.1 Subject to clause 2.1.1, the Subcontractor releases Wiley from any claim, action or demand arising from or in any way connected with the subcontract and the performance of the Subcontract Works.
 - 2.1.1 The release stated in clause 2.1 does not apply in respect of any dispute mentioned in the schedule to this Deed.

3 Bar to proceedings

- 3.1 The Subcontractor acknowledges that Wiley may plead this Deed as bar to any claim, proceedings, action or application commenced or continued by the Subcontractor in relation to the subcontract or the Subcontract Works.

4 Acknowledgement

- 4.1 The Subcontractor acknowledges that it has entered into this Deed in accordance with its obligations under the subcontract.
- 4.2 The Subcontractor further acknowledges that it has not entered into this Deed as a result of any representation or inducement made to it by Wiley, its servants or agents, nor under any duress.

SCHEDULE TO DEED OF RELEASE – SUBCONTRACT PARTICULARS

Project: _____

Subcontract No _____

Date of subcontract _____

The site _____

Brief description of Subcontract Works _____

Final adjusted Subcontract Sum, subject to the resolution of any dispute properly notified under the subcontract at the date of this Deed:

Disputes commenced in strict accordance with the subcontract to which this Deed of Release does not apply

Executed as a Deed

Dated by Wiley & Co Pty Ltd

Executed by **Wiley & Co Pty Ltd** ABN 40 010 604 869 acting by the following persons or, if the seal is affixed witnessed by the following persons:

| | |
|--|--|
| Signature of authorised person | Signature of authorised person |
| Office held | Office held |
| Name of authorised person (print) | Name of authorised person (print) |

Dated by Subcontractor

Executed by _____ ABN _____ acting by the following persons or, if the seal is affixed witnessed by the following persons:

| | |
|--|--|
| Signature of authorised person | Signature of authorised person |
| Office held | Office held |
| Name of authorised person (print) | Name of authorised person (print) |