

SCHEDULE 12 - QUEENSLAND CODE OF PRACTICE

1. The subcontractor must, in performing the subcontract works, comply with, and meet any obligations imposed by the following:
 - 1.1. The Queensland Government’s Code of Practice for the Building and Construction Industry (**Queensland Code**)
 - 1.2. The Queensland Government’s Implementation Guidelines to the Queensland Code of Practice for the Building and Construction Industry (**Queensland Guidelines**).

Copies of which are available for download at:

<http://www.justice.qld.gov.au/corporate/about-us/business-areas/industrial-relations/codes-of-practice-and-guidelines/building-and-construction-industry-guidelines>

2. For the purposes of this schedule, unless a contrary intention applies, where a word or expression is not otherwise defined by the subcontract, that word or phrase has the same meaning as attributed to it in the Queensland Guidelines.
3. The subcontractor must notify the Building Construction Compliance Branch (**BCCB**) (or nominee) and Wiley of any alleged breach of the Queensland Code and the Queensland Guidelines and of voluntary remedial action taken to rectify the alleged breach, within 24 hours of becoming aware of the alleged breach.
4. Where the subcontractor engages another party in connection with subcontract works, the subcontractor must ensure that any such engagement includes obligations equivalent to those imposed on the subcontractor under this schedule, including that the party must comply with, and meet any obligations imposed by, the Queensland Code and Queensland Guidelines.
5. The subcontractor must not appoint or engage another party in relation to subcontract works where that appointment or engagement would be a breach of a sanction imposed on that other party under the Queensland Code or Queensland Guidelines.
6. The subcontractor must maintain adequate records of its compliance with the Queensland Code and Queensland Guidelines and must ensure that its secondary subcontractors, consultants and related entities do the same.
7. Notwithstanding any other provisions in the subcontract, the subcontractor must allow, and must take reasonable steps to ensure, the Queensland Government authorised personnel (including authorised personnel of the BCCB) are able to do any of the following as is necessary for the authorised personnel to monitor and investigate compliance with the Queensland Code and Queensland Guidelines by the Contractor, its subcontractors, consultants and related entities:
 - 7.1. Enter and have access to sites and premises controlled by the subcontractor including the site.
 - 7.2. Inspect any work, material, machinery, appliance, article or facility.

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- 7.3. Inspect and copy any record relevant to the subcontract works and work under the subcontract.
- 7.4. Have access to personnel.
- 7.5. Interview any person.
- 8. The subcontractor must, and must take reasonable steps to ensure its related entities, comply with any request from Queensland Government authorised personnel (including authorised personnel of the BCCB) to produce a specified document by a specified date, whether in person, by post or by electronic means.
- 9. In addition to any other rights of Wiley under the subcontract, if the subcontractor is in breach of the Queensland Code or the Queensland Guidelines, a sanction may be imposed. If a sanction is imposed, each of the following apply:
 - 9.1. It will be without prejudice to any other rights that would accrue to the parties under this subcontract.
 - 9.2. The State of Queensland (through its agencies, Ministers and/or the BCCB) may record and disclose details of the sanction imposed including the subcontractor’s breach of the Queensland Code or the Queensland Guidelines in relation to which the sanction was imposed.
- 10. The subcontractor must comply with the Queensland Code and the Queensland Guidelines including compliance with the requirements of the Queensland Code and Queensland Guidelines under this subcontract at the subcontractor’s own cost.
- 11. The subcontractor has no claim against Wiley in connection with its compliance with the Queensland Code and Queensland Guidelines including without limitation for costs, losses, expenses, damages, extensions of time or otherwise.
- 12. The subcontractor continually indemnifies Wiley against any claim, action, demand, loss, damage, cost or expense which may be brought against, or suffered or incurred by Wiley as a result of or in connection with the subcontractor’s compliance with the Queensland Code and Queensland Guidelines including any enforcement of requirements imposed on the subcontractor under the Queensland Code and Queensland Guidelines.
- 13. Compliance with the Queensland Code and Queensland Guidelines does not relieve the subcontractor of any of the subcontractor’s liabilities and obligations under the subcontract.

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