

**CONTRACT FOR GOODS AND SERVICES**

CONTRACT IN RELATION TO THE REMOVAL OF OLD FLOOR COVERINGS,  
FLOOR PREPARATION AND INSTALLATION OF WOVEN WILTON LOOM  
CARPET INCLUDING SUPPLY AND INSTALLATION OF APPROVED  
UNDERLAY AND ACCESSORIES.

The Commonwealth of Australia as represented by the High Court of  
Australia

ABN 69 445 188 986

Party 2 Name

Party 2 ABN ACN

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**CONTRACT**

CONTRACT IN RELATION TO THE removal of old floor coverings, floor preparation, and installation of woven Wilton Loom carpet INCLUDING SUPPLY AND INSTALLATION OF APPROVED UNDERLAY AND accessories.

**Date**

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This contract is made on .

**Parties**

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This contract is made between and binds the following parties:

1. **The Commonwealth of Australia as represented by the High Court of Australia** ABN 69 445 188 986  
Parkes Place, Parkes ACT 2600 (the High Court)

2. **Party 2 Name and Party 2 ABN and ACN**

**Party 2 Address**

**Context**

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This contract is made in the following context:

- A. The High Court requires the provision of the Goods and Services detailed in Item 2 of Schedule 1 for the purposes of a major carpet replacement project.
- B. The Service Provider has fully informed itself about the requirement for the Goods and Services and has submitted the Proposal.
- C. The parties have agreed that the Service Provider will provide the Goods and Services for the High Court on the terms and conditions set out in this contract.

**Operative Provisions**

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**1. Interpretation**

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**1.1. Definitions**

1.1.1. In this contract, unless the context indicates otherwise:

**Attachment** means a document attached to this contract or incorporated by reference in a Schedule, and includes the Attachment as amended or replaced from time to time by agreement in writing between the parties;

**Business Day** means a weekday other than a public holiday in the Australian Capital Territory;

<b>Commencement Date</b>	means the date on which this contract is made, unless otherwise specified in Item 8 of Schedule 1;
<b>Confidential Information (of the Service Provider)</b>	means information that is by its nature confidential and is described in Item 18 of Schedule 1.
<b>Contract Material</b>	means any Material: a. created for the purposes of this contract; b. provided or required to be provided to the High Court as part of the supply of the Goods and Services; or c. derived at any time from the Material referred to in paragraphs a or b,  and includes the Required Contract Material but does not include the Goods and Services;
<b>Delivery Point</b>	means the delivery point specified in Item 4 of Schedule 1;
<b>Delivery Time</b>	means the delivery time for an item of Goods specified in Item 3 of Schedule 1;
<b>Goods and Services</b>	means the Goods and Services described in Item 2 of Schedule 1.
<b>GST</b>	has the meaning that it has in the <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth);
<b>High Court Material</b>	means any Material: a. provided by the High Court to the Service Provider for the purposes of this contract; or b. derived at any time from the Material referred to in paragraph a;
<b>Instalment</b>	means the part of the Price of the Goods and Services detailed in Item 12 of Schedule 1;

<b>Intellectual Property</b>	<p>includes:</p> <ul style="list-style-type: none"><li>a. all copyright (including rights in relation to phonograms and broadcasts);</li><li>b. all rights in relation to inventions, plant varieties, trademarks (including service marks), designs and circuit layouts; and</li><li>c. all other rights resulting from intellectual activity in the industrial, scientific, literary or artistic fields,</li></ul> <p>but does not include:</p> <ul style="list-style-type: none"><li>d. Moral Rights;</li><li>e. the non-proprietary rights of performers; or</li><li>f. rights in relation to Confidential information;</li></ul>
<b>Manufacture</b>	<p>includes grow, extract, produce, process and assemble;</p>
<b>Material</b>	<p>means anything in relation to which Intellectual Property rights arise;</p>
<b>Moral Rights</b>	<p>means the following non-proprietary rights of authors of copyright Material:</p> <ul style="list-style-type: none"><li>a. the right of attribution of authorship;</li><li>b. the right of integrity of authorship; and</li><li>c. the right not to have authorship falsely attributed.</li></ul>
<b>Official Information</b>	<p>means any information developed, received or collected by or on behalf of the High Court to which the Service Provider gains access under or in connection with this contract, and includes the Contract Material and the terms of this contract;</p>
<b>Official Resources</b>	<p>includes:</p> <ul style="list-style-type: none"><li>a. Official Information;</li><li>b. people who work for or with the High Court; and</li><li>c. assets belonging to (even if in the possession of contracted providers) or in the possession of the High Court.</li></ul>

**Open Access Licence** means a licence to the public on broad open access terms that allows any member of the public to perform a wide range of acts in respect of the material subject to certain restrictions. An Open Access Licence includes any Department or Australian Government open access licence and any Creative Commons Attribution licence (see <http://creativecommons.org.au/learn-more/licences>);

**Personnel** means:

- a. in relation to the Service Provider - any natural person who is an officer, employee, agent or professional advisor of the Service Provider or of its subcontractors; and
- b. in relation to the High Court - any natural person, other than a person referred to in paragraph a, who is an officer, employee, agent or professional advisor of the High Court.

**Price** means the fee payable as specified in Item 12 of Schedule 1

**Project Manager** means the person appointed by the Service Provider to manage the carpet laying project in collaboration with the Project Officer appointed by the High Court;

**Project Officer** means the person appointed by the High Court and specified (by name or position) in Item 10 or any substitute notified to the Service Provider;

**Proposal** means the document detailed in Item 1 of the Schedule 1 (if any);

**Required Contract Material** means the Contract Material described in Item 2 of Schedule 1;

**Warranty Period** means the warranty period specified in Item 6 of Schedule 1.

## 1.2. Interpretation

1.2.1. In this contract, unless the contrary intention appears:

- a. words importing a gender include any other gender;
- b. words in the singular include the plural and words in the plural include the singular;

- c. clause headings are for convenient reference only and have no effect in limiting or extending the language of provisions to which they refer;
- d. words importing a person include a partnership and a body whether corporate or otherwise;
- e. a reference to dollars is a reference to Australian dollars;
- f. a reference to any legislation or legislative provision includes any statutory modification, substitution or re-enactment of that legislation or legislative provision;
- g. if any word or phrase is given a defined meaning, any other part of speech or other grammatical form of that word or phrase has a corresponding meaning;
- h. a reference to an Item is a reference to an Item in Schedule 1;
- i. the Schedules and any Attachments (other than the Proposal) form part of this contract;
- j. if any conflict arises between the terms and conditions contained in the clauses of this contract and any part of the Schedules (and Attachments if any), the terms and conditions of the clauses prevail;
- k. if any conflict arises between any part of a Schedule and any part of an Attachment, the Schedule prevails; and
- l. a reference to writing is a reference to any representation of words, figures or symbols, whether or not in a visible form.

**1.3. Guidance on construction of contract**

- 1.3.1. This contract records the entire agreement between the parties in relation to its subject matter.
- 1.3.2. As far as possible all provisions of this contract will be construed so as not to be void or otherwise unenforceable.
- 1.3.3. If anything in this contract is void or otherwise unenforceable then it will be severed, and the rest of this contract remains in force.
- 1.3.4. A provision of this contract will not be construed to the disadvantage of a party solely on the basis that it proposed that provision.
- 1.3.5. If a Proposal is included or referred to it is included in this contract for information purposes only and does not abrogate any other rights or obligations of the parties under this contract.

**1.4. Commencement**

- 1.4.1. The terms of this contract apply on and from the Commencement Date.

**2. Supply of Goods and Services**

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**2.1. Principal obligations of Service Provider**

2.1.1. The Service Provider agrees to:

- a. sell to the High Court the Goods and Services as specified in Item 2 of Schedule 1;
- b. carry out, or arrange the carrying out of any calculations, analysis, testing or examination to ensure the Goods and Services are without risk to health and safety of persons;
- c. deliver the Goods and Services at the Delivery Time and to the Delivery Point specified in Items 3 and 4 of Schedule 1 or as otherwise directed by the High Court;
- d. provide the consequential services specified in Item 2 of Schedule 1;
- e. mark the Goods as directed by the High Court and any applicable regulations or requirements of the carrier, and to properly pack and secure the Goods so that they reach the Delivery Point undamaged;
- f. adopt relevant best practice and comply with all applicable Australian standards, including those specified in Item 7.1 of Schedule 1, industry standards and guidelines and any High Court policies, standards or guidelines specified in Item 7.2 of Schedule 1;
- g. comply with all applicable regulations or other legal requirements concerning the, Manufacture, packaging, packing and delivery of the Goods and Services;
- h. comply with all manufacturer's requirements in relation to the transport and if applicable installation of the Goods and Services;
- i. provide all manufacturer's warranties in relation to the Goods and Services; and
- j. submit invoices, and any required supporting documents, in the manner specified in Item 9 of Schedule 1.

2.1.2. The Service Provider agrees to:

- a. keep adequate books and records, in accordance with Australian accounting standards, in sufficient detail to enable the amounts payable by the High Court under this contract to be determined; and
- b. keep copies of all certifications and other records to confirm their compliance with all applicable Australian standards.

**2.2. Liaison with Project Officer**

2.2.1. The Service Provider agrees:

- a. To provide a Project Manager to be approved by the High Court who will manage the carpet laying project in collaboration with the Project Officer appointed by the High Court;
- b. to liaise with the Project Officer as reasonably required; and
- c. to comply with directions of the Project Officer that are consistent with this contract.

**2.3. Subcontractors**

- 2.3.1. The Service Provider agrees not to subcontract the performance of any part of the contract without the High Court's prior written approval.
- 2.3.2. The High Court may impose any conditions it considers appropriate when giving its approval under clause 2.3.1.
- 2.3.3. The High Court has approved the subcontracting of the performance of the parts of the Goods and Services to the persons, and subject to the conditions (if any), specified in Item 11.
- 2.3.4. The Service Provider agrees to make available to the High Court (if requested), details of all subcontractors engaged in the performance of this contract.
- 2.3.5. The Service Provider acknowledges, and must inform all subcontractors that, the High Court may publicly disclose the names of any subcontractors engaged in the performance of this contract.

**2.4. Responsibility of Service Provider**

- 2.4.1. The Service Provider is fully responsible for the performance of this contract and for ensuring compliance with the requirements of this contract, and will not be relieved of that responsibility because of any:
- a. involvement by the High Court in the performance of this contract;
  - b. approval of any samples;
  - c. subcontracting of this contract;
  - d. payment made to the Service Provider on account of the Goods and Services.

**3. Fees, allowances and assistance**

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**3.1. Principal obligations of High Court**

- 3.1.1. High Court agrees to pay the Price for the Goods and Services in the Instalments specified in Item 12 of Schedule 1.

**3.2. High Court's rights to defer payment**

- 3.2.1. The High Court will be entitled (in addition and without prejudice to any other right it may have) to defer payment or reduce the amount of any Instalment if and for so long as the Service Provider has not, to the satisfaction of the High Court, supplied that part of the Goods and Services to which the Instalment relates in accordance with the requirements of this contract.

**3.3. Taxes, duties and government charges**

- 3.3.1. Except as provided by this clause 3.3, the Service Provider agrees to pay all taxes, duties and government charges imposed or levied in Australia or overseas in connection with the performance of this contract.

- 3.3.2. Unless otherwise indicated, the fees and all other consideration for any supply made under this contract is exclusive of any GST imposed on the supply.
- 3.3.3. If one party (the Service Provider) makes a taxable supply to the other party (the recipient) under this contract, on receipt of a tax invoice from the Service Provider, the recipient will pay without setoff an additional amount to the Service Provider equal to the GST imposed on the supply in question.
- 3.3.4. No party may claim or retain from the other party any amount in relation to a supply made under this contract for which the first party can obtain an input tax credit or decreasing adjustment.

3.4. **Superannuation**

- 3.4.1. This contract is entered into on the understanding that the High Court is not required to make any superannuation contributions in connection with this contract.

3.5. **Interest**

- 3.5.1. For the purpose of this clause 3.5:

**General Interest Charge Rate** means the interest charge determined under section 8AAD of the *Taxation Administration Act 1953* on the day that payment is due. Details of the General Interest

Charge rate are available from the Australian Taxation Office website; and

**the day that payment is made** is the day that the High Court's system generates a payment request into the banking system for payment to the Service Provider.

- 3.5.2. Subject to clause 3.5.3, if the High Court fails to pay to the Service Provider an amount under this contract by the due date for payment, the High Court will pay simple interest on the unpaid amount at the General Interest Charge Rate calculated in respect of each day from the day after the due date up to and including the day that payment is made in accordance with the formula set out below:

$$SI = UA \times GIC \times D$$

where:

SI = simple interest amount;

UA = the unpaid amount;

GIC = General Interest Charge daily rate; and

D = the number of calendar days from the day after payment was due up to and including the day that payment is made

- 3.5.3. The High Court will only be required to pay interest under clause 3.5 where the amount of interest exceeds \$100.

**4. Warranty, Acceptance and Quality assurance**

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4.1. **Warranty**

4.1.1. The Service Provider warrants that the Goods and Services are:

- a. free from defects in design, materials and workmanship;
- b. fit for their purpose;
- c. at least of merchantable quality;
- d. the Goods and Services when properly used will not cause injury or harm to people;
- e. otherwise comply with the requirements of this contract;
- f. complies with all representations made by the Service Provider, or on behalf of the Service Provider, to the High Court in relation to standards, quality and timing (including representations made before this contract was entered into);
- g. complies with all representations and warranties made in the Proposal, to the extent such representations and warranties are not inconsistent with the provisions of this contract; and
- h. free from any registered or unregistered charge or security interest as defined as under the *Personal Property Securities Act 2009* (Cth), lien, mortgage or other encumbrance,

for the duration of the Warranty Period in Item 6 of Schedule 1.

4.1.2. If the High Court gives notice of any defect or omission discovered in the Goods and Services during the Warranty Period, the Service Provider agrees to correct that defect or omission without delay and at no cost to the High Court.

4.2. **Inspection and Quality Assurance**

4.2.1. The High Court may inspect the Goods and Services at any time prior to delivery.

4.2.2. The Service Provider agrees to provide reasonable access to its premises and all other necessary assistance for the High Court to inspect the manufacture of the Goods and Services.

4.2.3. The High Court may reject any Goods and Services found not to be in accordance with:

- a. clause 4.1.1;
- b. fails the inspection and quality assurance requirements in Item 5 of Schedule 1; or
- c. this contract,

by notifying (by notice or orally) the Service Provider within 10 Business Days of delivery of those Goods and Services.

4.3. **Acceptance**

4.3.1. The High Court will, within 10 Business Days of delivery, notify the Service Provider in writing whether or not the High Court accepts the Goods and Services. The Goods

and Services will be deemed to have been accepted on the last day of this time period where the High Court has not notified the Service Provider of their rejection within this time period.

- 4.3.2. The High Court may reject the Goods and Services at any time after acceptance where it becomes apparent that the Goods and Services do not conform with this contract and this non-conformity could not have been discovered by reasonable inspection of the Goods and Services before acceptance.
- 4.4. **Consequences of rejection of Goods and Services**
- 4.4.1. The High Court will not be liable to pay for any rejected Goods and Services or for any damage or costs arising from inspection or rejection of the Goods and Services.
- 4.4.2. If the High Court rejects any Goods and Services, the Service Provider, without prejudice to the High Court's rights otherwise arising under this contract or general law, agrees to:
- a. replace, without cost to the High Court, the rejected Goods and Services with Goods and Services in all respects in accordance with this contract; or
  - b. repair the Goods and Services, on site or otherwise, to the satisfaction of the High Court; or
  - c. refund any payment for the rejected Goods and Services,
  - d. to be determined at the discretion of the High Court, and
  - e. in the case of subclauses 4.4.2.a or 4.4.2.c agrees to remove the rejected Goods and Services at the Service Provider's expense.
- 4.4.3. The Service Provider agrees to meet all costs of and incidental to the discharge of these warranty and quality assurance obligations, including any packing, freight, disassembly and reassembly costs.
- 4.4.4. The Service Provider agrees to comply with the High Court's requirement under clause 4.4.2.
- 4.4.5. If the Service Provider fails to take any action necessary under clause 4.4.2 within 15 Business Days the High Court may, at its discretion, take any action required under clause 4.4.2 in connection with the rejected Goods and Services at the Service Provider's cost. Such costs shall be recoverable from the Service Provider as a debt due to the High Court. Without limiting its other rights under this contract, the High Court may deduct such amount from the payment of any Instalment or give the Service Provider written notice of the amount payable and the Service Provider shall pay such amount within 14 calendar days of receipt of the notice.

## 5. Risk management

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### 5.1. Risk

- 5.1.1. Risk of loss of or damage to the Goods and Services resides with the Service Provider until the Goods and Services have been accepted by the High Court in accordance with this contract.

**5.2. Ownership**

- 5.2.1. Subject to rejection of Goods and Services under clause 4.3.2, ownership of the Goods and Services passes to the High Court upon payment of the Price, in accordance with clause 3.
- 5.2.2. At the time ownership of any item of Goods and Services passes to the High Court, the Service Provider warrants those Goods and Services will be free of any registered or unregistered charge, security interest as defined as under the *Personal Property Securities Act 2009* (Cth), lien, mortgage or other encumbrance.
- 5.2.3. Where the High Court rejects Goods and Services or where the Service Provider retakes possession of the Goods and Services in accordance with clause 4.2, risk of loss of, or damage to, those Goods and Services will revert to the Service Provider on the earlier of repossession, or 7 calendar days after the High Court notifies the Service Provider of the rejection.

**6. Intellectual Property**

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**6.1. Use of High Court Material**

- 6.1.1. The High Court agrees to provide High Court Material to the Service Provider as specified in Item 15 of Schedule 1.
- 6.1.2. The High Court grants (or will procure) a royalty-free, non-exclusive licence for the Service Provider to use, reproduce and adapt the High Court Material for the purposes of this contract.
- 6.1.3. The Service Provider agrees to use the High Court Material strictly in accordance with any conditions or restrictions set out in Item 16, and any direction from the High Court.

**6.2. Rights in Contract Material**

- 6.2.1. Intellectual Property in all Contract Material vests or will vest in the High Court.
- 6.2.2. Clause 6.2.1 does not affect the ownership of Intellectual Property in:
  - a. any High Court Material incorporated into Contract Material; or
  - b. the Goods and Services; or
  - c. any Material in existence at the Commencement Date and specified in Item 17.
- 6.2.3. The Service Provider grants to (or will procure for) the High Court a perpetual, irrevocable, royalty-free, world-wide, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt, modify, perform, distribute, communicate and exploit:
  - a. any existing Material referred to in clause 6.2.2.b, in conjunction with the Contract Material; and
  - b. any Intellectual Property in the Goods and Services for any purpose.

- 6.2.4. The Service Provider agrees that the licence granted in clause 6.2.3.a includes a right for the High Court to licence the existing Material in conjunction with the Contract Material to the public under an Open Access Licence.
- 6.2.5. The Service Provider agrees, on request by the High Court, to create, sign, execute or otherwise deal with any document necessary or desirable to give effect to this clause 6.2.
- 6.2.6. The Service Provider warrants that:
- a. it is entitled; or
  - b. it will be entitled at the relevant time,
- to deal with the Intellectual Property in the Contract Material in the manner provided for in this clause 6.2.

## **7. Confidential Information of Service Provider**

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### **7.1. Confidential Information not to be disclosed**

- 7.1.1. Subject to clause 7.2, the High Court will not, without the prior written authorisation of the Service Provider, disclose any Confidential Information of the Service Provider to a third party.

### **7.2. Exceptions to obligations**

- 7.2.1. The obligations of the High Court under this clause 7 will not be taken to have been breached to the extent that Confidential Information:
- a. is disclosed by the High Court to its Personnel solely in order to comply with its obligations, or to exercise its rights, under this contract;
  - b. is disclosed by the High Court to its internal management Personnel, solely to enable effective management or auditing of contract-related activities;
  - c. is disclosed by the High Court to other emanations of the Commonwealth for the proper purposes of the Commonwealth;
  - d. is authorised or required by law to be disclosed; or
  - e. is in the public domain otherwise than due to a breach of this clause 7
  - f. is disclosed by the High Court in response to a request by any Commonwealth Minister; or
  - g. is disclosed by the High Court, in response to a request by a House or a Committee of the Parliament of the Commonwealth of Australia
- 7.2.2. Where the High Court discloses Confidential Information to another person pursuant to clauses 7.2.1. a to 7.2.1.c, the High Court will notify the receiving person that the information is confidential.
- 7.2.3. In the circumstances referred to in clauses 7.2.1.a, 7.2.1.b and 7.2.1.c, the High Court agrees not to provide the information unless the receiving person agrees to keep the information confidential.

**7.3. Period of confidentiality**

7.3.1. The obligations under this clause 7 in relation to an item of information described in Item 17 of Schedule 1 continue for the period set out there in respect of that item.

**8. Liability**

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**8.1. Proportionate liability regimes excluded**

To the extent permitted by law, the operation of any legislative proportionate liability regime is excluded in relation to any claim against the Service Provider under or in connection with this contract.

**8.2. Indemnity**

8.2.1. The Service Provider indemnifies the High Court from and against any:

- a. cost or liability incurred by the High Court;
- b. loss of or damage to property of the High Court; or
- c. loss or expense incurred by the High Court in dealing with any claim against it including legal costs and expenses on a solicitor/own client basis and the cost of time spent, resources used, or disbursements paid by the High Court, arising from either:
  - d. a breach by the Service Provider of this contract;
  - e. a breach of the warranties given by the Service Provider under this contract; or
  - f. an act or omission involving fault on the part of the Service Provider or its Personnel in connection with the performance of this contract.

8.2.2. The Service Provider's liability to indemnify the High Court under clause 8.2.1 will be reduced proportionately to the extent that any act or omission involving fault on the part of the High Court or its Personnel contributed to the relevant cost, liability, loss, damage or expense.

8.2.3. The right of the High Court to be indemnified under this clause 8.2 is in addition to, and not exclusive of, any other right, power or remedy provided by law, but the High Court is not entitled to be compensated in excess of the amount of the relevant cost, liability, loss, damage or expense.

**9. Dispute resolution**

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**9.1. Procedure for dispute resolution**

9.1.1. The parties agree that a dispute arising under this contract will be dealt with as follows:

- a. the party claiming that there is a dispute will give the other party a notice setting out the nature of the dispute;
- b. within 5 Business Days (or such other period as agreed by the parties in writing) each party will nominate a representative not having any prior involvement in the dispute;



- c. the representatives will try to settle the dispute by direct negotiation between them;
- d. failing settlement within a further 10 Business Days or such other period as agreed by the parties in writing (or failure of one or both parties to nominate a representative within the period set out in clause 9.1.1.b), the parties may agree to refer the dispute to an independent third person with power:
  - i. to intervene and direct some form of resolution, in which case the parties will be bound by that resolution; or
  - ii. to mediate and recommend some form of non-binding resolution;
- e. the parties will co-operate fully with any process instigated under clause 9.1.1.d in order to achieve a speedy resolution; and
- f. if the parties have been unable to agree to refer the dispute to an independent third person, or they have agreed and a resolution is not reached within a further 20 Business Days (or such other period as the parties may agree in writing), either party may commence legal proceedings.

**9.2. Costs**

- 9.2.1. Each party will bear its own costs of complying with this clause 9, and the parties will bear equally the cost of any third person engaged under clause 9.1.1.d.

**9.3. Continued performance**

- 9.3.1. Despite the existence of a dispute, the Service Provider will (unless requested in writing by the High Court not to do so) continue to perform this contract.

**9.4. Exemption**

- 9.4.1. This clause 9 does not apply to:
  - a. action by the High Court under or purportedly under clause 10.1;
  - b. action by either party under or purportedly under clause 10.2; or
  - c. legal proceedings by either party seeking urgent interlocutory relief.

**10. Termination or reduction in scope of Goods and Services**

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**10.1. Termination for convenience**

- 10.1.1. The High Court may by notice, at any time and in its absolute discretion, terminate this contract or reduce the scope of the Goods and Services immediately.
- 10.1.2. The Service Provider agrees, on receipt of a notice of termination or reduction:
  - a. to stop or reduce work as specified in the notice;
  - b. to take all available steps to minimise loss resulting from that termination or reduction; and
  - c. to continue work on any part of the Manufacture or supply of the Goods and Services not affected by the notice.

- 10.1.3. In the event of termination under clause 10.1.1, the High Court will be liable only:
- a. to pay any Instalment relating to Goods and Services completed before the effective date of termination;
  - b. to reimburse any expenses the Service Provider unavoidably incurs relating entirely to Goods and Services not covered under clause 10.1.3.a; and
  - c. to pay any allowance and meet any costs unavoidably incurred under Item 14 before the effective date of termination.
- 10.1.4. The High Court will not be liable to pay amounts under clause 10.1.3.a and 10.1.3.b which would, added to any fees already paid to the Service Provider under this contract, together exceed the fees set out in Item 13 of Schedule 1.
- 10.1.5. In the event of a reduction in the scope of the Goods and Services under clause 10.1.1, the High Court's liability to pay fees or allowances, meet costs or provide facilities and assistance under clause 3 will, unless there is agreement in writing to the contrary, reduce in accordance with the reduction in the Goods and Services.
- 10.1.6. The Service Provider will not be entitled to compensation for loss of prospective profits.
- 10.2. **Termination for fault**
- 10.2.1. If a party fails to satisfy any of its obligations under this contract, then the other party - *if it considers that the failure is:*
- a. *not capable of remedy* - may, by notice, terminate this contract immediately; or
  - b. *capable of remedy* - may, by notice require that the failure be remedied within the time specified in the notice and, if not remedied within that time, may terminate this contract immediately by giving a second notice.
- 10.2.2. The High Court may also by notice terminate this contract immediately (but without prejudice to any prior right of action or remedy which either party has or may have) if the Service Provider:
- a. *being a corporation* - comes under one of the forms of external administration referred to in chapter 5 of the *Corporations Act 2001 (Cth)*, or has an order made against it for the purpose of placing it under external administration; or
  - b. *being an individual* - becomes bankrupt or enters into a scheme of arrangement with creditors.

## 11. Notices

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- 11.1. **Format, addressing and delivery**
- 11.1.1. A notice under this contract is only effective if it is in writing, and dealt with as follows:
- a. *if given by the Service Provider to the High Court* - addressed to the Contact Officer at the address specified in Item 19 of Schedule 1 or as otherwise notified by the High Court; or
  - b. *if given by the High Court to the Service Provider* - given by the Project Officer (or any superior officer to the Project Officer) and addressed (and marked for

attention) as specified in Item 20 of Schedule 1 or as otherwise notified by the Service Provider.

- 11.1.2. A notice is to be:
- a. signed by the person giving the notice and delivered by hand; or
  - b. signed by the person giving the notice and sent by pre-paid post; or
  - c. transmitted electronically by the person giving the notice by electronic mail.

**11.2. When effective**

- 11.2.1. A notice is deemed to be effected:
- a. *if delivered by hand* - upon delivery to the relevant address;
  - b. *if sent by post* - upon delivery to the relevant address;
  - c. *if transmitted electronically* - upon actual receipt by the addressee.
- 11.2.2. A notice received after 5.00 pm, or on a day that is not a Business Day in the place of receipt, is deemed to be effected on the next Business Day in that place.

**12. General provisions**

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**12.1. Public Statements**

- 12.1.1. Except with the prior written approval of the High Court, the Service Provider must not make a statement, issue any document or material or provide any other information for publication in any media, in relation to this contract.

**12.2. Workplace Gender Equality and Employee Entitlements**

- 12.2.1. The Service Provider must comply with its obligations, if any, under the *Workplace Gender Equality Act 2012* (Cth) (the WGE Act).
- 12.2.2. If the Service Provider becomes non-compliant with the WGE Act during the term of this contract, the Service Provider must promptly notify the High Court.
- 12.2.3. If the term of this contract exceeds 18 months, the Service Provider must provide a current letter of compliance from the Workplace Gender Equality Agency within 18 months from the Commencement Date and, following this, annually to the High Court.
- 12.2.4. Compliance with the WGE Act does not relieve the Service Provider from its responsibility to comply with its other obligations under this contract.
- 12.2.5. The Tenderer represents that, having made all reasonable enquiries, as at the date of this declaration, it is not subject to any judicial decisions or any resulting order relating to employee entitlements (not including decisions under appeal) which claims have not been paid.

**12.3. Work health and safety**

- 12.3.1. The Service Provider acknowledges that it has responsibilities and obligations under the *Work Health and Safety Act 2011* (Cth) and agrees, in carrying out this contract, to comply with:

- a. all relevant legislation, codes of practice and national standards relating to work health and safety, including in relation to consultation, representation and participation; and
- b. all applicable policies and procedures relating to work health and safety, including those that apply to the High Court's premises when using those premises.

12.3.2. In the event of any inconsistency between any of the policies and procedures referred to in clause 12.3.1, the Service Provider will comply with those policies and procedures that produce the highest level of health and safety.

12.4. **Obligations of Service Provider in relation to privacy**

12.4.1. In clauses 12.4 and 12.5:

<b>Australian Privacy Principle</b>	has the same meaning as it has in the Privacy Act;
<b>Eligible Data Breach</b>	has the same meaning as it has in the Privacy Act;
<b>Information Officer</b>	means any of the information officers appointed under the Australian Information Commissioner Act 2010 (Cth) when performing privacy functions as defined in that Act;
<b>Personal Information</b>	has the same meaning as it has in the Privacy Act.
<b>Privacy Act</b>	means the Privacy Act 1988 (Cth);

12.4.2. The Service Provider agrees, in performing this contract:

- a. to comply with its obligations under the Privacy Act and not to otherwise do any act or engage in any practice which, if done or engaged in by the High Court, would be a breach of an Australian Privacy Principle under the Privacy Act; and
- b. to comply with any directions, guidelines, determinations or recommendations referred to in, or relating to the matters set out in, Item 17 of Schedule 1, to the extent that they are consistent with the obligations referred to in subclause a above.

12.4.3. If the Service Provider becomes aware that there are reasonable grounds to suspect that there may have been an Eligible Data Breach in relation to any Personal

Information held by the Service Provider as a result of this contract or its delivery of the Goods and Services, the Service Provider agrees to:

- a. notify the High Court in writing as soon as possible, which must be no later than within 3 calendar days; and
- b. unless otherwise directed by the High Court, carry out an assessment in accordance with the requirements of the Privacy Act.

12.4.4. Where the Service Provider is aware that there are reasonable grounds to believe there has been, or where the High Court notifies the Service Provider that there has

been, an Eligible Data Breach in relation to any Personal Information held by the Service Provider as a result of this contract or its delivery of the Goods and Services, the Service Provider must:

- a. take all reasonable action to mitigate the risk of the Eligible Data Breach causing serious harm to any of the individuals to whom it relates;
- b. unless otherwise directed by the High Court, take all other action necessary to comply with the requirements of the Privacy Act; and
- c. take any other action as reasonably directed by the High Court.

12.4.5. The Service Provider agrees to notify the High Court immediately if it becomes aware of a breach or possible breach of any of its obligations under this clause 12.4.

## 12.5. **Audit and access**

12.5.1. The Service Provider agrees:

- a. to give the Project Officer, or any persons authorised in writing by the Project Officer, access to premises where this contract is being performed or where Official Resources are located; and
- b. to permit those persons to inspect and take copies of any Material relevant to the Goods and Services, including but not limited to details of the Service Provider's compliance with all Australian standards.

12.5.2. The rights referred to in clause 12.5.1 are subject to:

- a. the High Court providing reasonable prior notice;
- b. the reasonable security procedures in place at the premises; and
- c. if appropriate, execution of a deed of confidentiality by the persons to whom access is given.

12.5.3. The Auditor-General and Information Officer (including their delegates) are persons authorised for the purposes of clause 12.5.1.a.

12.5.4. Clause 12.5.1.a does not detract from the statutory powers of the Auditor- General or Information Officer (including their delegates).

## 12.6. **Insurance**

12.6.1. The Service Provider agrees:

- a. to effect and maintain the insurance specified in Item 21 of Schedule 1; and
- b. on request, to provide proof of insurance acceptable to the High Court.

12.6.2. This clause 12.6 continues in operation for so long as any obligations remain in connection with this contract.

## 12.7. **Extension of provisions to subcontractors and Personnel**

12.7.1. In this clause 12.7:

**Requirement** means an obligation, condition, restriction or prohibition binding on the Service Provider under this contract.

12.7.2. The Service Provider agrees to ensure that:

- a. its subcontractors and Personnel comply with all relevant Requirements; and
- b. any contract entered into in connection with this contract imposes all relevant Requirements on the other party.

12.7.3. The Service Provider agrees to exercise any rights it may have against any of its subcontractors, Personnel or third parties in connection with a Requirement in accordance with any direction by the High Court.

12.8. **Conflict of interest**

12.8.1. In this clause 12.8:

**Conflict** means any matter, circumstance, interest, or activity affecting the Service Provider, its Personnel or subcontractors which may or may appear to impair the ability of the Service Provider to provide this contract to the High Court diligently and independently.

12.8.2. The Service Provider warrants that, to the best of its knowledge after making diligent inquiry, at the Commencement Date no Conflict exists or is likely to arise in the performance of this contract.

12.8.3. If, during the period of this contract a Conflict arises, or appears likely to arise, the Service Provider agrees:

- a. to notify the High Court immediately;
- b. to make full disclosure of all relevant information relating to the Conflict; and
- c. c. to take any steps the High Court reasonably requires to resolve or otherwise deal with the Conflict.

12.9. **Relationship of parties**

12.9.1. The Service Provider is not by virtue of this contract an officer, employee, partner or agent of the High Court, nor does the Service Provider have any power or authority to bind or represent the High Court.

12.9.2. The Service Provider agrees:

- a. not to misrepresent its relationship with the High Court; and
- b. not to engage in any misleading or deceptive conduct in relation to this contract.

12.10. **Waiver**

12.10.1. A failure or delay by a party to exercise any right or remedy it holds under this contract or at law does not operate as a waiver of that right.

12.10.2. The exercise or partial exercise by a party of any right or remedy it holds under this contract or at law does not prevent any other exercise or partial exercise of that right or remedy by the party.

12.11. **Variation**

12.11.1. A variation of this contract is binding only if agreed in writing and signed by the parties.

12.12. **Assignment**

12.12.1. The Service Provider cannot assign its obligations, and agrees not to assign its rights, under this contract without the High Court's prior written approval.

12.13. **Survival**

12.13.1. Unless the contrary intention appears, the expiry or earlier termination of this contract will not affect the continued operation of any provision relating to:

- a. licensing of Intellectual Property;
- b. confidentiality;
- c. security;
- d. privacy;
- e. dealing with copies;
- f. books and records;
- g. audit and access;
- h. an indemnity;

or any other provision which expressly or by implication from its nature is intended to continue.

12.14. **Compliance with Legislation**

12.14.1. In this clause 12.14:

**Legislation** means a provision of a statute or subordinate legislation of the Commonwealth, or of a State, Territory or local authority.

12.14.2. The Service Provider agrees to comply with any Legislation applicable to its performance of this contract.

12.14.3. In addition, the Service Provider must take all reasonable steps to identify, assess and address risk of Modern Slavery Practices as set out in the Modern Slavery Act 2018 in the operations and supply chains used in the provision of Goods and Services.

12.14.4. If at any time the Service Provider becomes aware of Modern Slavery practices in the operations and supply chains used in the performance of the contract, the Service Provider must as soon as reasonably practicable take all reasonable actions to

address or remove these practices, including where relevant by addressing any practices of other entities in supply chains.

12.15. **Applicable law**

12.15.1. This contract is to be construed in accordance with, and any matter related to it is to be governed by, the laws applying in the Australian Capital Territory.

12.15.2. The parties submit to the jurisdiction of the Australian Capital Territory.

**13. Confidentiality of Official Information and other security obligations**

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13.1. **Interpretation**

13.1.1. In this clause 3:

**Security Classified Resources** means Official Resources that, if compromised, could have adverse consequences for the High Court; and

**Security Incident** means an actual or suspected security breach, violation, contact or approach from those seeking unauthorised access to Official Resources.

13.2. **Security Classification**

13.2.1. Unless otherwise notified by the High Court, the highest level of Security Classified Resources that the Service Provider will have access to under this contract is that specified in Item 18 of Schedule 1.

13.3. **Confidentiality of Official Information**

13.3.1. The Service Provider will not, without prior written authorisation of the High Court, disclose any Official Information to any person (unless required to do so by law).

13.3.2. The Service Provider is authorised, subject to clause 13.4.1. a to 13.4.1. d, to provide Official Information to those Personnel and subcontractors who require access for the purposes of this contract.

13.3.3. The Service Provider agrees, on request by the High Court at any time, to arrange for the Personnel and subcontractors referred to in clause 13.3.2 to give a written undertaking in a form acceptable to the High Court relating to the use and non-disclosure of Official Information.

13.3.4. The Service Provider agrees to secure all Official Information against loss and unauthorised access, use, modification or disclosure.

13.4. **Other security obligations of Service Provider**

13.4.1. The Service Provider agrees:

- a. to ensure that all Personnel that require access to Security Classified Resources have obtained the appropriate security clearance;



- b. to prevent access to Security Classified Resources by Personnel whose security clearances are revoked, have lapsed or who no longer require access for the purposes of this contract;
- c. to make its Personnel available to attend any security training provided by the High Court;
- d. to notify the High Court of any change in the personal circumstances of Personnel referred to in clause 13.4.1.a;
- e. to notify the High Court immediately if it becomes aware that a Security Incident has occurred and otherwise implement the High Court's procedures for Security Incident reporting as advised by the High Court from time to time;
- f. not undertake work, in connection with the Goods and Services provided under this contract, outside Australia without the High Court's prior written approval;  
and
- g. to comply with the additional security requirements specified in Item 18. of Schedule 1, if any, and any variations or additions to those requirements as notified by the High Court from time to time.

13.4.2. The Service Provider agrees to implement security procedures to ensure that it meets its obligations under this clause 13 and will provide details of these procedures to the High Court on request.

**SCHEDULE 1 CONTRACT DETAILS**

**1. Proposal (see Context paragraph B)**

Not applicable

**2. Goods and Services and Required Contract Material (see clause 2.1.1. a)**

**2.1. Goods and Services**

2.1.1. The Goods and Services include the removal of old floor coverings, floor preparation, supply and installation of woven Wilton Loom carpet including approved underlay and accessories for the High Court of Australia Building Canberra.

The Goods and Services include:

- a. The Court requires the installation of five separate-colored carpets in woven Wilton Loom carpet in the amounts of;
- Carpet Type C1           867 M2
  - Carpet Type C2           418 M2
  - Carpet Type C3           392 M2
  - Carpet Type C4          6,280 M2
  - Carpet Type C5          1,069 M2

Total                                   9,026 M2 (detailed in Table A)

Table A - The Goods and Services (Carpet Installation Requirements)				
Code	Description	Location	Floor Level	Measure in full roll lengths. M2
C1	Blue/Red stripe	Courtroom 1	Level 1 and 2 (637.68M2), Level 3 (229.26M2), Level 4 (Shown on Level 3)	866.95
C2	Burgundy	Courtroom 2	Level 4	417.79
C3	Ruby Red	Courtroom 3	Level 3	391.52
C4	Grey/Tan stripe	Public and Administrative Areas	Ground, Level 1,2	322.32
C4	Grey/Tan stripe	Public and Administrative Areas	Level 3	1143.68
C4	Grey/Tan stripe	Public and Administrative Areas	Level 4	1568.28
C4	Grey/Tan stripe	Public and Administrative Areas	Level 5	921.73
C4	Grey/Tan stripe	Public and Administrative Areas	Level 7 (Level 6 shown on Level 7)	1123.86
C4	Grey/Tan stripe	Public and Administrative Areas	Level 8 (stairs 7 to 8 included)	1200.11
C5	Brown/Grey stripe	Practitioners Area	Level 6	1069.50
				<b>9025.74</b>

- b. The total amount of carpet to be installed is 9,026 M2. The total amount being delivered is 9,597 M2 which includes spare carpet allowances of 10% for carpet types C1, C2, C3, C5 and 5% for C4. Wastage allowances for the five carpet types are included in the overall site measure.

2.1.2 The carpet specification and drawings describing the Goods and Services are contained at Schedule 1 Attachment 1. Measured drawings indicate the seam locations, directionality of the carpet and roll length.

- a. Specifications relating to installation of the woven Wilton Loom carpet and underlay

DJAS Carpet Installation Specification A – 13 June 2019  
(document reference 0013 #17236)

Note: The detailed Specifications state that General Drawings supplied for this Trade Contract are indicative only and shows the design intent of the Architects. Current carpet installation drawings are provided below.

- b. Specifications of Tenderers recommended Underlay and Accessories
- c. The Court requires the Tenderer to provide detailed specifications of the recommended underlay and accessories for approval by the Court.  
Drawings

Brintons Drawings Level 1-8 – 16/12/21  
Brintons Drawings Level 8 R1 – 18/1/22

## 2.2. **Consequential Services**

Not Applicable

## 2.3. **Required Contract Material**

The Service Provider must provide and must arrange for any manufacturer, designer, Service Provider, importer and/or installer of the Goods and Services to provide, adequate information as required under the *Work Health and Safety Act 2011*(Cth) regarding:

- a. each purpose for which the Goods and Services are designed or manufactured;
- b. the results or any calculations, analysis, testing or examination conducted to ensure the Goods and Services are without risk to health and safety of persons; and
- c. any conditions necessary to ensure that the Goods and Services are without risk to health or safety when used for the purposes for which they were designed or manufactured.

**3. Delivery Time / Installation Timeframes (see clause 2.1.1.c)**

Table B - The Goods and Services (Carpet Installation Timeframes)						
Code	Description	Location	Floor Level	Total per Code per floor M2 including stock.	Period	Install
C1	Blue/Red stripe	Courtroom 1	Level 1 and 2 (637.68M2) Level 3 (229.26M2), Level 4 (Shown on Level 3)	866.95	1	20/08/2022 to 04/09/2022
C4	Grey/Tan stripe	Public and Administrative Areas	Ground Level 1,2	322.32	2	17/09/2022 to 09/10/2022
C4	Grey/Tan stripe	Public and Administrative Areas	Level 7 (Level 6 shown on Level 7)	1123.86	3	20/08/2022 to 04/09/2022
C4	Grey/Tan stripe	Public and Administrative Areas	Level 8 (stairs 7 to 8 included)	1200.11	2	20/08/2022 to 04/09/2022
C2	Burgundy	Courtroom 2	Level 4	417.79	2	17/09/2022 to 09/10/2022
C3	Ruby Red	Courtroom 3	Level 3	391.52	3	Jan/Feb 2023
C4	Grey/Tan stripe	Public and Administrative Areas	Level 4	1568.28	7	22/10/2022 to 06/11/2022
C4	Grey/Tan stripe	Public and Administrative Areas	Level 3	1143.68	4	17/12/2022 to 24/12/2022
C4	Grey/Tan stripe	Public and Administrative Areas	Level 5	921.73	6	19/11/2022 - 04/12/2022
C5	Brown/Grey stripe	Practitioners Area	Level 6	1069.50	5	19/11/2022 - 04/12/2022
				<b>9025.74</b>		

**4. Delivery Point / Installation Location (see clause 2.1.1.c)**

High Court of Australia, Parkes Place East, Parkes, ACT 2600.

**5. Inspection and Quality Assurance (see clause 4.3.2)**

The Goods and Services are to be delivered to the satisfaction of the High Court Project Officer, after delivery to the Delivery Point.

If the Service Provider has a quality system certified to a stipulated Quality System Standard, the Service Provider applies that quality system to the supply of the Goods and Services.

**6. Warranty Period (see clause 4.1.1)**

The duration of the Warranty Period is **insert number of years** from the later of:

- a. the date of acceptance by the High Court;
- b. the date the Goods and Services are replaced under clause 4.4.2.a; or
- c. the date the Goods and Services are repaired under clause 4.4.2.b

**7. Policies, Standards and Guidelines (see clause 2.1.1.f)**

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**7.1. Australian Standards**

Please insert details of relevant Australian standards

**7.2. High Court or Commonwealth policies, standards or guidelines**

Not Applicable

**8. Commencement (see clause 1.4)**

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**8.1. Commencement Date TBA**

The contract is deemed to have commenced on **insert date**.

**9. Invoicing and Payment (see clause 2.1.1.j)**

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**Invoices:**

Invoices will be issued by the Service Provider at the end of each calendar month. To be correctly rendered, invoices must include the following information:

- a. the words "tax invoice" stated prominently;
- b. the Service Provider's name;
- c. the Service Provider's ABN;
- d. the High Court's name and address;
- e. the date of issue of the tax invoice;
- f. the title of this contract and the contract number or purchase order number (if any);
- g. details of fees, allowances and costs including the items to which they relate;
- h. the total amount payable (including GST);
- i. the GST amount shown separately; and
- j. written certification in a form acceptable to the High Court that the Service Provider has paid all remuneration, fees or other amounts payable to its Personnel and/or subcontractors involved in performance of this contract.

All claims for allowances or costs must be supported by receipts or other documentation which clearly substantiate the Service Provider's entitlement to those allowances or costs.

An invoice is not correctly rendered where:

- a. it includes amounts that are not properly payable under this contract or are incorrectly calculated; or
- b. it relates to a payment in relation to which the High Court has exercised its

rights under clause 3.2 of this contract.

All invoices must be addressed to the the High Court Finance Section and sent to Email: Accounts@hcourt.gov.au

**Payment**

The due date for payment by the High Court is 20 calendar days after delivery of a correctly rendered invoice. If this period ends on a day that is not a Business Day, the due date for payment is the next Business Day.

Payment will be effected by electronic funds transfer (EFT) to the following bank account of the Service Provider:

Commonwealth Bank

BSB: 063512 Account: 00228061

**10. Project Officer (see clause 2.2)**

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10.1. The Project Officer is the person who will collaborate with the Project Manager about all aspects of the management of the carpet contract. The Project Officer will be contactable via the street address and email address set out in Item 19.

10.2. The Project Manager is the person appointed by the Service Provider and approved by the Court to manage the carpet laying contract for the Service Provider and collaborate with the Court Project Officer on all aspects of the carpet laying project. The Project Manager will be contactable via the street address and email address set out in Item 20.

**11. Subcontractors (see clause 2.3)**

---

Insert details

**12. Price (see clauses 3.1.1, 10.1.3.a, & 10.1.3.b)**

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Gross fees are payable at the rate of \$<sup>insert amount</sup> (excluding GST) per item.

Net fees for [X] are payable at the rate of \$<sup>insert amount</sup> (excluding GST) for the first <sup>insert number</sup> supplied per item.

The total fee for the Goods is \$<sup>insert amount</sup>, (excluding GST) payable by the following Instalments:

a. \$<sup>insert amount</sup> (excluding GST) upon delivery of the first <sup>insert number</sup> [X];

b. \$<sup>insert amount</sup> (excluding GST) upon delivery of the second <sup>insert number</sup> [X].

The fees for the Goods and Services include:

a. all amounts payable for the use (whether in course of Manufacture or usage of the Goods and Services) of Intellectual Property rights;

- b. all amounts associated with the development of the Contract Material;
  - c. all amounts payable for the performance of the Services; and
  - d. all charges for supply of the Goods
- and no extra charges shall be made for testing, inspection, packing, delivery, insurance or otherwise.

**13. Allowances and Costs (see clause 10.1.3.c)**

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Not Applicable

**14. Required High Court Material (see clause 6.1.1)**

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Not Applicable

**15. Use of High Court Material (see clause 6.1.3)**

---

Not Applicable

**16. Existing Material (see clause 6.2.2)**

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Not Applicable

**17. Privacy Directions, Guidelines, Determinations or Recommendations (see clause 12.4.2.b)**

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*^Insert details of relevant privacy directions, guidelines, determinations or recommendations ^*

**18. Service Provider's Confidential Information (see clause 7)**

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- (a) Information contained in contract

<b>Item</b>	<b>Period of Confidentiality</b>
-------------	----------------------------------

*insert relevant items*

- (b) Information obtained or generated in performing contract:

<b>Item</b>	<b>Period of Confidentiality</b>
-------------	----------------------------------

*insert relevant items*

**19. High Court's Address for Notices (see clause 11.1.1.a)**

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**Physical address** Parkes Place East, Parkes, ACT, 2600  
**Postal address** PO Box 6309, Kingston, ACT 2604  
**Email** [Carpet.Contract@hcourt.gov.au](mailto:Carpet.Contract@hcourt.gov.au)  
**Telephone** 02 6270 6851

**20. Service Provider's Address for Notices (see clause 11.1.1.b)**

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**Physical address**  
**Postal address**  
**Email**  
**Telephone**

**21. Insurance (see clause 12.6)**

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Required insurance:

- a. workers' compensation as required by law;
- b. product and liability insurance to a value of \$20 million.



**Signatures**

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SIGNED for and on behalf of the )  
Commonwealth of Australia as )  
represented by the High Court of )  
Australia (ABN 69 445 188 986) by its  
authorised delegate:

\_\_\_\_\_  
Name of signatory

\_\_\_\_\_  
*Signature*

In the presence of:

\_\_\_\_\_  
Name of witness

\_\_\_\_\_  
*Signature of witness*

SIGNED for and on behalf of Party 2 Pty  
Ltd in accordance with section 127 of the  
*Corporations Act 2001* (Cth) by:

\_\_\_\_\_  
Name of Director

\_\_\_\_\_  
*Signature of Director*

\_\_\_\_\_  
Name of Director/Company Secretary

\_\_\_\_\_  
*Signature of Director/Company  
Secretary*

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**Schedule 1 Attachment 1: Requirements Specification and Drawings**

The following documents are provided to describe the requirements. They are provided as separate documents but are to be considered as part of this contract.

1. Specifications

DJAS Carpet Installation Specification A - 13 June 2019  
- (document reference 0013 #17236)

2. Drawings

Brintons Drawings Level 1-8 – 16/12/21  
Brintons Drawings Level 8 R1 – 18/1/22