



Agreement for the Provision of a Specific Single Service

The Agreement

This Agreement is intended to operate as a master agreement between the Contract Service Provider (You) and JP Flynn and to establish the terms and conditions for the provision of:

- Delivery of an agreed single service and;
- Payment for approved and completed services.

Proprietary & Confidential Information

All rights reserved.

No part of this document may be reproduced, transmitted, transcribed, stored in a retrieval system, or translated into any language or computer language, in any form or by any means, electronic, magnetic, mechanical, optical, chemical, manual or otherwise, without the prior written permission of JP Flynn Builders.

1. You must comply with all laws and regulations applicable to the operation of your business including, without limitation, legislation in relation to Occupational Health and Safety, Equal Opportunity and Environmental Protection.
2. You must comply with all Privacy Laws in relation to the Personal Information, whether or not you are an organisation bound by the Privacy Act.
3. You are required to provide your own skill, transport, tools and management of the service to complete the works at the agreed level of quality and time.
4. Communication on the status of the job is required and should always reference the JP Flynn Job Number.
5. If JP Flynn deems that any work performed by you, or materials used by you, in providing the Service is defective, JP Flynn may either:
 - a) Require you to rectify the defect at your expense.
 - b) Arrange for another service provider to rectify the defect at your expense.
6. To the extent permissible by law, JP Flynn is not liable for any personal injury or property damage caused by or arising directly or indirectly out of or in connection with:
 - a) Any handling, distribution, storage or use of Hazardous Substances by you
 - b) Any process of decontamination, treatment, handling, sale, installation, removal, disposal or control of Hazardous Substances by you
7. You agree to indemnify JP Flynn, and keep JP Flynn indemnified, for any Loss or Claim suffered or incurred by JP Flynn in connection with or arising directly or indirectly from:
 - a) Any identification, handling, distribution, storage, disposal or use of Hazardous Substances by you.
 - b) Any process of decontamination, treatment, handling, sale, installation, removal, disposal or control of Hazardous Substances by you.
8. You must own and maintain the following insurance policies with reputable insurers and provide certificates of currency upon our request;
 - a) Public and products liability insurance for an amount not less than AUS\$10,000,000 for this and each service and, with respect to products liability, also in aggregate for all claims during any 12 month policy period.
 - b) Contract works material damage and public liability insurance with respect to this and each work with a limit of indemnity of up to AUS\$500,000 on any one contract with respect to contract works and AUS\$10,000,000 on any one occurrence with respect to public liability and including cover for extra costs of reinstatement, demolition, and removal of debris
 - c) Workers compensation insurance and registrations as required by law in respect of all persons employed by you to carry out agreed services
9. The following warranties are implied in the Service provided by you under this agreement:
 - a) A warranty that the Service will be performed in a proper and workmanlike manner and in accordance with the plans and specifications specified.
 - b) A warranty that all materials supplied will be good and suitable for the purpose for which they are used and that, unless otherwise stated, will be new.
 - c) A warranty that the service will be done in accordance with, and will comply with, any other law.
 - d) A warranty that the service will be done with due diligence and within the time stipulated.
 - e) A warranty that the Service and any materials used in carrying out the Service will be reasonably fit for the specified purpose or result.
10. This Warranty Guarantee is valid for a period of 7 years or such longer period as is required in relation to statutory warranties in respect of the Single Specific Service under the relevant legislation.
11. On completion of the agreed works a tax invoice must be issued to JP Flynn within 5 working days for payment (by cheque or electronic transfer), within 30 working days.

The tax invoice must include:

 - a) JP Flynn Job Number
 - b) Your Job Number (If Applicable)
 - c) Customer Name and Address
 - d) A signed Customer Approval Form (Available at www.jpflynn.com)
 - e) Itemised description of labour and materials supplied
 - f) Costs should be stated as price excluding GST, the GST component, and the total cost

Executed as an agreement

SIGNED for and on behalf of
JP Flynn as duly authorised

Date	
Name	Signature

SIGNED for and on behalf of

_____ as duly authorised

Date	
Name	Signature