

User Guide for Reusable Electronic Contracts (PDF)

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3. To navigate around the document:
 - a. Move forward: Use the "Tab" key to move forward to the next field
 - b. Move backwards: Hold down the "Shift" and click the "Tab" key to move back to the previous field
 - c. Tick checkboxes: Use either the "Enter" key or the "Spacebar" to tick any checkboxes
 - d. Strikethrough [delete] text: Highlight the relevant text, then right-click using your mouse and select the option to "Cross out text (Comment)"
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Following is a **FREE Trial sample** including examples of fill-in fields.

**ANNEXURE to the Australian Standard
General conditions of contract for the
periodic supply of goods
AS 4912—2002**

Part A

This Annexure shall be completed and issued as part of the tender documents and, subject to any amendments to be incorporated into the *Contract*, is to be attached to the General Conditions of Contract and shall be read as part of the *Contract*.

Item

1	<i>Purchaser</i> (clause 1) ACN..... ABN.....
2	<i>Purchaser's address</i> Phone..... Fax.....
3	<i>Supplier</i> (clause 1) ACN..... ABN.....
4	<i>Supplier's address</i> Phone..... Fax.....
5	Stated purposes (clause 1 — definition of <i>acceptable</i>)
6	a) Jurisdiction (<i>legislative requirements</i>) If nothing stated, that of the jurisdiction where the <i>delivery place</i> is located
	b) Governing law (clause 1(h)) If nothing stated, that of the jurisdiction where the <i>delivery place</i> is located

- 7 a) Currency
(clause 1(g)) If nothing stated, that of the country of the *Purchaser's* address
- b) Place for payments
(clause 1(g)) If nothing stated, the *Purchaser's* address
- c) Place of business of bank
(clause 1(c) — definition of *security*) If nothing stated, the place nearest the *Purchaser's* address
- ‡ 8 *Term*
(clause 1)
- 17 *Supplier's security*
- a) Form
(clause 3)
- b) Amount or maximum percentage of *base contract sum*
(clause 3) \$ OR % of *base contract sum*
If nothing stated, 5% of *base contract sum*
- c) Time for provision
(clause 3) within days after *date of acceptance of tender*
If nothing stated, 28 days
- d) *Purchaser's* entitlement to days after expiration of the *term*
Supplier's security shall cease
(subclause 3.4) If nothing stated, 14 days
- ‡ 18 *Purchaser's security*
- a) Form
(clause 3)
- b) Amount or maximum percentage of *base contract sum*
(clause 3) OR % of *base contract sum*
If nothing stated, nil
- c) Time for provision
(clause 3) within days after *date of acceptance of tender*
If nothing stated, 28 days
- d) *Supplier's* entitlement to days after expiration of *term*
Purchaser's security shall cease
(subclause 3.4) If nothing stated, 14 days

‡ Delete if clause 3 is deleted.

19 *Purchaser-supplied documents*
(subclause 6.2)

Document

No. of copies

- 1
- 2
- 3
- 4
- 5

If nothing stated,
5 copies

20 *Supplier-supplied documents*
(subclause 6.3)

Document

No. of copies

- 1
- 2
- 3
- 4
- 5

If nothing stated,
5 copies

21 *Time for Purchaser's direction*
about documents
(subclause 6.3(b))

..... days

If nothing stated, 14 days

22 *Legislative requirements,*
those excepted
(subclause 10.1)

.....
.....
.....

23 *Reference date*
(subclause 10.2(b))

.....
If nothing stated, then the 14th day prior to the closing of tenders

24 *Time by which the insurance*
cover of goods is to be effected
(subclause 13.1)

.....
If nothing stated, then before commencing supply or *delivery* of the
goods

25 *Public and product liability insurance*
(subclause 13.2)

a) Is public liability insurance
required?

*No / *Yes

If neither crossed out, public liability insurance is not required

* Delete one

4) If any excavated material is to be removed from the site:[†]

The cost of carting the excavated material to a suitable tip site is to be paid by the *Contractor*

If a suitable tip site is located:

a) withinkm[‡] by road from the site, the cost of carting the excavated material to the tip site is to be paid by the *Contractor*, or

b) more than km[‡] by road from the site, the cost of carting the excavated material to a distance of km[‡] by road from the site is to be paid by the *Contractor* and the cost of carting the excavated material beyond that distance is to be paid by the *Customer* at the rate of \$..... per km.

The *Contractor* shall make every effort to find a suitable tip within close proximity to the property.

Note: (4)(b) above provides a rate per km distance travelled irrespective of quantity of excavated material or number of trips made.

5) Tip fees (if applicable) included in *Contract* price?[†] Yes No

6) Trees removed by:[†] *Contractor* *Customer*

Identify the trees to be removed (or show on drawings)

.....
.....
.....

7) Fencing removed/replaced* by:[†] *Contractor* *Customer*

Identify the extent and location of fencing to be removed/replaced* (or show on drawings)

.....
.....
.....

[‡] Insert the same distance each time

* Delete whichever is not applicable

[†] Tick appropriate box

5 Provisional allowances for work or items included in the Contract price

Note 1
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Work/Item	Estimated quantity	Unit	Dollar (rate per unit)	Provisional allowance (\$)
			Total cost \$	
(If insufficient space attach sheet referring to this schedule)				

Note: Provisional allowances should not be used unless it is not possible to determine the full extent of the work required, or the precise nature or quantity of items to be supplied by the *Contractor* to fulfil his or her obligations under the *Contract*. (See Clause 3.)

6 Schedule of payments

Note 4
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The money payable under this *Contract* shall be paid by the *Customer* in accordance with whichever of the following schedules is appropriate. The *Contractor* is entitled to claim payment in accordance with the schedule on completion of the relevant stage in accordance with the requirements of the *Contract* and shall include a detailed statement of any extra moneys payable by the *Customer*. The *Customer* shall pay the amount due within 5 working days of receipt of the *Contractor's* claim. If the *Customer* fails to do so, the *Customer* shall pay interest to the *Contractor* at the rate of two (2) percent above the overdraft index rate as published by the Commonwealth Bank of Australia on the outstanding amount for the period during which it is overdue.

However, the *Contractor* is not entitled to any payment unless the *Contractor* delivers to the *Customer* a written statement signed by the *Contractor* that no wages as at the time of payment are due and owing by the *Contractor* in respect of the work carried out by the *Contractor* under the *Contract*.

Payments for Contract price up to and including \$20,000

- 1) \$1000 upon signing the *Contract*.
- 2) \$..... (not more than 20% of the *Contract* price plus extra moneys payable) after completion of the excavation and delivery of the reinforcement)(if applicable) to the property.
- 3) \$..... (not more than 40% of the *Contract* price plus extra moneys payable) after installation of the structural shell and internal plumbing.
- 4) \$..... (not more than 25% of the *Contract* price plus extra moneys payable) after completion of the coping and tiling (if applicable), and delivery of (e.g. filtration and other associated equipment) and the pool being ready for interior lining.
- 5) Balance due upon completion of interior lining, filling the pool with water from the *Customer's* supply, initial chemical treatment to bring the water to a standard suitable for swimming and handover of pool accessories.

Payment for Contract price over \$20,000

- 1) \$1000 upon signing the *Contract*.
- 2) \$..... (not more than 25% of the *Contract* price plus extra moneys payable) after completion of the excavation and delivery of the reinforcement) (if applicable) to the property.
- 3) \$..... (not more than 40% of the *Contract* price plus extra moneys payable) after installation of the structural shell and internal plumbing.
- 4) \$..... (not more than 25% of the *Contract* price plus extra moneys payable) after completion of the coping and tiling (if applicable), and delivery of (e.g. filtration and other associated equipment) and the pool being ready for interior lining.
- 5) Balance due upon completion of interior lining, filling the pool with water from the *Customer's* supply, initial chemical treatment to bring the water to a standard suitable for swimming and handover of pool accessories.

- Notes:
- 1) In Item 1, in Western Australia, the amount shall not exceed 6.5% of the *Contract* price upon signing the *Contract*.
 - 2) The amounts specified in Items 2 to 5 shall be the value of work carried out at those stages and shall not exceed the specified percentages.

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