

## AGENT REQUIREMENTS FOR CONTRACTORS

### AGENCY BRIEF

**Agency:** Pure Real Estate Group Pty Ltd t/as Pure Real Estate & Pure Rentals

**Address:** 388 Lutwyche Road, Windsor QLD 4030

**Contact:** 07 3217 2915

**Email:** hello@purerentals.com.au

Our Agency is committed to providing the highest levels of customer service. We require Contractors seeking and performing work through our Agency, to become an Agency Approved and Preferred Contractor. Please note the following important information and provide the required documentation.

### PRIOR TO COMMENCING WORK FOR OUR AGENCY

- Complete Contractor Details Form.
- Provide copies of applicable current Licences and Card numbers.
- Provide copies initially and then **annually** of Certificate of Currency of Insurances for Indemnity, Public Liability and Work Cover Policies.
- Ensure your Staff and Contractors are aware of our processes and requirements.
- Supply a list of your main services and fees and charges current and then annually update information for next year – as a price guide.

### AVAILABILITY

- Tradespeople used must have a mobile number with active message bank which is checked and responded to regularly.
- Tradespeople who are required for Emergency work – e.g. Plumber, Electrician, Locksmiths, must be contactable 24 hours / 7 days a week.
- If going away / time off etc, please advise our office of your alternate / relief contact numbers prior.
- If you are not able to accept the work and complete it in the required time period, please advise the Property Manager promptly, so the job can be reallocated.

### HOW WORK REQUESTS WILL BE SUPPLIED

#### Emergency / Urgent Work:

- Emergency work is telephoned to you and followed with an emailed Work Request, at the earliest opportunity.
- Tradespeople are to reply immediately to messages left of urgent nature.

#### General Work / Quotes:

- All Tradespeople will require an email address that is regularly monitored, as all work orders are produced in writing and emailed to you with full details of the job or quote required and access information.

To ensure that our Agency complies with the *Residential Tenancies and Rooming Accommodation Act 2008* (RTRA Act) and the *Property Occupations Act 2014*, as well as to meet our contractual obligations with Clients, Tradespeople are required to:

1. Respond to our work requests by **CONTACTING THE TENANT WITHIN 48 HOURS** if not a vacant Property. Advise Tenants you have received authority from our office to attend to work required. Briefly outline what you will be doing, discuss and arrange a time for entry.

**Advise our office of the arrangements so we know the status also and follow-up with an Entry Notice to the Tenants, if required.**

2. If you are not able to contact the Tenant within 48 hours of receiving the job, please call the Property Manager, who will send an Entry Notice, with your details and date and time of entry or assist in the contact process.
3. Do not enter the Property without the above steps first taking place, or it will be a breach of entry and fines can be applied by the Residential Tenancies Authority.
4. If our office advises that you can collect the key from our office, you are still required to contact the Tenant as a courtesy. Advise us of your entry details or if you have not been successful in contacting the Tenant/s. If necessary, we will contact the Tenant/s on your behalf and send an entry notice to the Tenant/s.
5. If a Tenant is home at the time when you attend to the job/quote, please, wear your name badge, company uniform, be neatly attired - applicable for the work you do, show the Tenant your business identification or introduce yourself etc. Offer to remove your footwear before inside entry, if not required for the job you are doing e.g. safety.  
**Please do not park on the driveway without first consulting the Tenants.**
6. Work quietly and quickly and remove all rubbish, tools etc and clean up before leaving the Property.
7. Keep the Tenant and the Property Manager informed of the job status at all times.
8. If the Tenant is not home and you have had approval to enter with our keys, always leave your business card either on the kitchen bench or in the letter box, with a brief note, 'see over' and on the reverse advise of job status. E.g. 'Tap fixed' or 'Need a part, will return Thursday.'
9. If a limit of an amount authorised to repair is given, determine the cost first. If the cost is over the authority amount you must advise the Property Manager, whilst on site, and seek further instructions. Of course, if it is an emergency, this step does not take priority.
10. When you are at the Property, we appreciate your vigilance. Please report to our Agency, if you find any other concerns or issues we need to be aware of.

## PAYMENT PROCESS

- Our Tradespeople are usually paid within 30 days of the works being completed and the Agency receiving the invoice, provided the Lessor has the required amount of funds held in trust, accumulated on their behalf.
- If work relates to a Tenant's Bond, payment will be made from the Lessor's account, wherever possible. The Bond will reimburse the Lessor.
- We pay Tradespeople electronically into a nominated account - please provide your BSB and account details.
- An itemized statement is forwarded to you within 48 hours of a direct deposit processed into your account.
- No other payment options are available.
- All work orders are arranged by the Agency on behalf of the Lessor. Invoices are to be addressed to 'THE OWNER' c/- Pure Real Estate.
- End of month accounting preparation commences after the 23<sup>rd</sup> of the month. Please have invoices to our office by this date to be given priority processing.
- Invoices received after 23<sup>rd</sup> of the month will be included in the next available disbursement.

## THANK YOU

We appreciate your skills and service and value our working relationship.

Communication is the key ingredient to ensuring we both benefit from our association. That is why we have outlined our processes and requirements in writing for you. From our experience, by following the process described in this document all parties know the status of work and jobs provided to your company which in turn helps to minimise issues which can arise, such as delays in completion of work, client communication and payment to you.

## YOUR SUGGESTIONS / FEEDBACK

If you have any suggestions that can assist or improve the way we work together, we would appreciate hearing from you!

## PURE REAL ESTATE GROUP PTY LTD

### CONTRACTOR DETAILS

Please complete and return to our Agency as soon as possible.

Pure Real Estate Group Pty Ltd t/as Pure Real Estate

388 Lutwyche Road, Windsor QLD 4030

Hello@purerentals.com.au

<b>BUSINESS NAME</b>			
	Trading As		
	ABN	ACN	
<b>AREA OF SERVICE</b> Select all that apply	<input type="checkbox"/> Brisbane CBD & Inner Suburbs <input type="checkbox"/> Brisbane East <input type="checkbox"/> Brisbane North <input type="checkbox"/> Brisbane South <input type="checkbox"/> Brisbane West	<input type="checkbox"/> Gold Coast <input type="checkbox"/> Ipswich <input type="checkbox"/> Logan <input type="checkbox"/> Other:	
<b>AVAILABILITY</b> Select all that apply	<input type="checkbox"/> Standard business hours <input type="checkbox"/> Weekends	<input type="checkbox"/> Emergency & After Hours Call Out <input type="checkbox"/> Other:	
<b>CALL OUT CHARGES</b> If applicable	<input type="checkbox"/> Standard Call Out Charge/ Minimum:	<input type="checkbox"/> Emergency & After Hours Call Out Charge:	
<b>CONTRACTOR CAPICITY</b> Select all that apply	<input type="checkbox"/> Air Conditioning Technician <input type="checkbox"/> Appliance Technician <input type="checkbox"/> Arborist/ Tree Lopper <input type="checkbox"/> Builder <input type="checkbox"/> Carpenter <input type="checkbox"/> Cleaner – Bond <input type="checkbox"/> Cleaner – Carpets <input type="checkbox"/> Cleaner - General <input type="checkbox"/> Concreter <input type="checkbox"/> Electrician <input type="checkbox"/> Floor Coverings <input type="checkbox"/> Gasfitter <input type="checkbox"/> Gardener	<input type="checkbox"/> Glazier <input type="checkbox"/> Gutters – Cleaning <input type="checkbox"/> Gutters - Repairs <input type="checkbox"/> Handyman <input type="checkbox"/> Landscaper <input type="checkbox"/> Locksmith <input type="checkbox"/> Painter <input type="checkbox"/> Pest Control <input type="checkbox"/> Plasterer <input type="checkbox"/> Plumber <input type="checkbox"/> Plumber – Septic Systems <input type="checkbox"/> Plumber – Water Tanks	<input type="checkbox"/> Pool Maintenance <input type="checkbox"/> Pool Safety Inspector <input type="checkbox"/> Roofer <input type="checkbox"/> Security <input type="checkbox"/> Smoke Alarm Inspector <input type="checkbox"/> Tiler <input type="checkbox"/> Window Furnishings <input type="checkbox"/> Other:
<b>CONTRACTOR CONTACT DETAILS</b>	Business Phone Number	Mobile	Emergency/ After Hours Number
	Email		
	Website		

<b>INSURANCES</b>	Work Cover Queensland Policy No		Expiry Date	
	Professional Indemnity Insurer			
	Professional Indemnity Policy No		Expiry Date	
	Public Liability Insurer			
	Pubic Liability Policy No		Expiry Date	
<b>PAYMENT DETAILS</b>	Account Name			
	Bank	BSB	A/C#	
<b>PLEASE READ AND COMPLETE</b>	<input type="checkbox"/> Collection Notice and Privacy Statement completed <input type="checkbox"/> Appointment of Contractor Form completed and returned with copies of the following attachments: <ul style="list-style-type: none"> <li><input type="checkbox"/> Applicable and current licences/card numbers</li> <li><input type="checkbox"/> Certificate of Currency of Insurance for Indemnity, Public Liability and Work Cover policies</li> <li><input type="checkbox"/> Agent Requirements for Contractors Form acknowledged, signed and returned with list of main services and current fees and charges attached (see Contractor Service and Price Schedule – Sample)</li> </ul> <input type="checkbox"/> It is noted that by the Contractor that the Agent is NOT liable to pay the Contractor except as Agent on behalf of the Owner. All Tax Invoices will be to 'The Owner' c/- Pure Real Estate.			
	<b>CONTRACTOR ACKNOWLEDGEMENT AND ACCEPTANCE OF AGENT REQUIREMENTS</b> On behalf of the Contractor/Company, the information supplied above has been read, understood and accepted. Please find attached the completed <ul style="list-style-type: none"> <li><input type="checkbox"/> Contractor Appointment Form</li> <li><input type="checkbox"/> Agent Requirements for Contractors</li> <li><input type="checkbox"/> Contractor Service and Price Schedule</li> <li><input type="checkbox"/> Copies of all Insurance Certificates of Currency</li> <li><input type="checkbox"/> Copies of Licences</li> </ul>			
Contractor Name		Signature		Date

## CONTRACTOR APPOINTMENT TERMS AND CONDITIONS

### PERFORMANCE AND PAYMENT

1. The Contractor will provide a written quotation for the cost of the Work if requested by the Agent and will:
  - a. Not commence the Work or incur any cost until authorised in writing by the Agent to commence the Work;
  - b. Perform the Work in compliance with all applicable laws and standards;
  - c. Perform the Work in the matter and to the standard to be expected of a reasonably competent contractor;
  - d. Supply all materials necessary for the proper performance of the Contractor's obligations under this Agreement;
  - e. Use materials which comply with the requirements for the Work and which are of good quality, fit for the purpose for which they are used and which are new, unless expressly agreed otherwise;
  - f. Provide all suitably skilled, experienced and, where necessary, licensed labour, plant and equipment necessary for the proper performance of the Work and the Contractor's obligations under this Agreement;
  - g. Issue a Work Order in the approved form where the Work related to Domestic Building Works as defined under the *Domestic Building Contracts Act 2000* (Qld) in excess of \$3,300.00 in value;
  - h. Issue a Work Order in the approved form where the Work relates to non-domestic building works in excess of \$1,100.00 in value; and
  - i. Ensure all workers engaged by or through the Contractor (including the employees of contractors) to carry out the Work, are engaged in accordance with legislative requirements.
2. The Contractor:
  - a. Will supply at the Contractor's cost and expense, everything necessary for the performance of the Work;
  - b. Will provide the Agent with a detailed invoice for the Work once completed; and
  - c. Acknowledge that the Agent is contracting the Contractor as an agent for one or more lessors and that the Agent accepts no liability to pay the Contractor for any work performed and that the liability for payment rests solely with the relevant lessor.
3.
  - a. Subject to paragraph b. below, the Agent will pay the Contractor, on behalf of the relevant lessor, as rent received allows or from monies received allows or from monies received from the lessor for the Work; and
  - b. With respect to construction works or related goods and services supplied within Queensland to which the *Building and Construction Industry Payments Act 2004* (Qld) (BCIP Act) applies:
    - i. The date for using an invoice or payment claim under the BCIP Act is the last day of the month in which the construction work or related goods and services commenced or were supplied; and
    - ii. The due date for the payment is thirty (30) business days after receipt of the payment claim; and
    - iii. The contractor agrees not to dispute the validity of a payment schedule issued under the BCIP Act or its terms on the ground that it has been produced and served by the Agent.

### 4. VARIATIONS

The Work may be varied only with the specific prior written consent of the Agent or its Lessor client.

### 5. DEFECTS AFTER COMPLETION

The Contractor will make good promptly any defects or omissions in the Work which become apparent without cost to the Agent or Lessor.

### 6. WORKPLACE HEALTH AND SAFETY

The Contractor and its employees and contractors will comply with all applicable requirements of the *Work Health and Safety Act 2011* (Cth).

### 7. ACCESS TO RESIDENTIAL PREMISES

All access will be arranged as necessary in accordance with the provisions of the *Residential Tenancies and Rooming Accommodation Act 2008* (Qld) to enable completion of the Work. It will be the responsibility of the Contractor to return keys the same day and/or to contact the tenant for access if keys are not available.

### 8. PROTECTION OF PEOPLE AND PROPERTY

The Contractor will:

- a. Take all reasonable measures to necessary to protect people and property in reasonable proximity to the Work and to protect and maintain public utilities and services in the vicinity of the Work (including but not limited to roads, paving, drains, mains, and other similar infrastructure and existing improvements);
- b. Take all reasonable measures to ensure the performance of the Work does not cause unreasonable nuisance, noise or disturbance; and will pay any damages, fines and costs arising from any damage or breach of this clause; and
- c. Indemnify and keep indemnified the Agent and lessor against any loss, damage or expense the Agent or lessor suffers or may suffer as a result of the Contractor breaching its obligations under this Agreement.

### 9. CARE AND PROTECTION OF WORK

The Contractor will:

- a. Be responsible for the care of all plant, materials and equipment involved in the Work, including unfixed and installed materials;
- b. Provide proper packaging to prevent damage to materials being delivered for the Work and will be responsible for all rectification costs arising from any loss or damage suffered as a consequence of the Contractor's failure to comply with this requirement;
- c. Ensure that the site of the Work is adequately protected and secured at all times and will assume full responsibility for the site until practical completion;
- d. Bear the risk and make good any loss or damage to the Work site while in the Contractor's care; and,
- e. Otherwise protect the property of the Agent and the Lessor.

### 10. CONTRACTOR'S INDEMNITY TO AGENT AND LESSOR

The Contractor will indemnify the Agent and Lessor against any liability which arises directly or indirectly out of or in connection with the Contractor's performance or non-performance of the Work, except liability caused by negligence on the part of the Agent or the Lessor.

### 11. WARRANTIES

The Contractor warrants to the Agent that it:

1. At all times will be suitably qualified and experienced, and will exercise due skill, care and diligence in the execution and completion of the Work;
2. Is satisfied that it is able to comply with the terms of this Agreement in the carrying out of the Work;
3. Will execute and complete the Work in accordance with this Agreement and any Work Order so that the Work, when completed will:
  - i. Be fit and suitable for its intended purpose; and
  - ii. Comply with the requirements of this Agreement and all legislative requirements; and
4. Will maintain current licences, permits, certifications and authorities as required by the *Queensland Building and Construction Commission Act 1991* (Qld) or other legislative requirements necessary for the Contractor to lawfully carry out the work.

## 12. CONFIDENTIALITY

The Contractor will not at any time, use, other than for the purpose of providing services under this Agreement, or disclose to third parties, any confidential information about the Agent and any relevant tenants and lessors, without the Agent's prior written consent or unless required by law. The Contractor will only use, store and disclose personal information (as that term is defined under the *Privacy Act 1988* (Cth)) about the lessor, Agent or Tenant provided to the Contractor during the course of this Agreement, in accordance with the *Privacy Act 1988* (Cth).

## 13. CONTRACTOR TO EFFECT INSURANCES

The Contractor will effect, maintain and provide proof (as required) of all the insurances required to comply with the *Worker's Compensation and Rehabilitation Act 2003* (Qld), the *Queensland Building and Construction Commission Act 1991* (Qld) and the *Building Act 1975* (Qld).

The effecting of insurance will not limit the liabilities or obligations of the Contractor under the provisions of this Agreement. The Contractor expressly agrees and acknowledges that neither the Agent nor the lessor are liable for any superannuation or workers' compensation contributions on behalf of the Contractor, its employees or contractors.

## CONTRACTOR ACKNOWLEDGMENT AND ACCEPTANCE OF AGENT REQUIREMENTS AND TERMS AND CONDITIONS OF APPOINTMENT

On behalf of the Contractor / Company, the Agency Requirements for Contractors supplied has been read, understood and accepted.

Please find attached the completed Contractor Appointment to Act, copies of all Insurance Certificates of Currency and Licences, as requested.

ACKNOWLEDGEMENTS	Contractor Name	Signature	Date
	Agency Name	Signature	Date
Pure Real Estate Group Pty Ltd t/as Pure Real Estate			

**SCHEDULE 1 – Contractor Appointment  
 PRIVACY DISCLOSURE – COLLECTION NOTICE**

<b>AGENCY DETAILS</b>	Name <b>Pure Real Estate Group Pty Ltd t/as Pure Real Estate</b>		
	Address 388 Lutwyche Road		
	Suburb Windsor	State QLD	Postcode 4030
	Phone 07 3217 2915	Email Hello@purerentals.com.au	
	<b>PRIVACY DISCLOSURE</b>		
<p>Our Agency uses personal information collected from you to act as a Managing Agent for and on behalf of Lessors. Pure Real Estate Group Pty Ltd t/as Pure Real Estate may also use this information collected to promote the services of our Agency and/or seek potential Clients.</p> <p>Our Agency may disclose information to other parties including on the internet, media organizations, potential Customers, or to Clients of our Agency both existing and potential, as well as Tenants, other Contractors, Strata Managers, Government and statutory bodies and to third parties as required by law.</p> <p>Our Agency will only disclose information in this way to other parties as required to perform duties under this Agreement, to achieve the purposes specified above or as otherwise allowed under the Privacy Act 1988.</p> <p>If you would like to access this information, you can do so by contacting our Agency on 07 3217 2915. You can also correct this information if it is inaccurate, incomplete or out of date.</p> <p>Real Estate and Tax Law requires some of this information to be collected. If the information is not provided, our Agency may not be able to act effectively on your behalf or at all.</p>			