

# SUBCONTRACTOR TERMS & CODE OF CONDUCT

*The Rebuilt standard, administered through ClearStep: clear scope • safe work • quality finish • complete proof • fair payment*

**INVOICE GATE** Correct RB number | exact Work Order match | required photos and records | approved quality

These terms form part of every Work Order (WO) issued by Rebuilt Pty Ltd (Rebuilt) to the subcontractor named in the WO and administered through the ClearStep™ business platform. Rebuilt is the contracting party. ClearStep is Rebuilt's business platform and is not a separate contracting party. **They apply when the subcontractor signs or accepts the WO, or starts after receiving it.** The WO controls the job-specific scope, price and program; these terms control conduct and standards. Written changes can be agreed for a WO. Mandatory law always prevails.

## 1 Start clear

Do only the site, scope, price/rates, program and milestones in the WO. Check the site and documents before starting; raise missing, conflicting or unsafe information and do not guess. Priority is: law and approvals; approved variation; WO special conditions/scope; drawings/specifications; these terms; accepted quote. No substitution, assignment or further subcontracting without written approval, which will not be unreasonably withheld. You remain responsible for approved workers.

## 2 Changes, access and delays

Extra or changed work needs Rebuilt's written approval stating scope, price/rate and time impact. A customer or another trade cannot approve it. For an immediate safety or property risk, make safe only, notify Rebuilt and record the work. Promptly report hidden conditions, access problems and delay; give an updated completion date and reasonably limit the impact. If Rebuilt cancels unperformed work for convenience, it pays for compliant completed work and reasonable, evidenced, unavoidable pre-approved commitments.

## 3 Licensed, insured and safe

Use competent, supervised workers and keep all required licences, registrations, white cards, tickets and insurances current, including public liability and workers compensation where required. Give evidence before starting and on request. Lawfully pay and supervise your workers and meet tax, super and employment obligations. Follow the Work Health and Safety Act 2011 and Work Health and Safety Regulation 2011 (ACT), approved codes, the site's WHS plan/rules and required SWMS. Each party keeps its own legal safety duties and must consult, cooperate and coordinate.

## 4 Stop, report and protect

Stop safely and notify Rebuilt about hazards, incidents, injury, property damage, suspected asbestos or hazardous material, unsafe structures or hidden services. Do not disturb or cover affected work until authorised. Protect occupants, neighbours, pets, finishes, keys and security. Control dust, noise and access; keep the area tidy; store materials safely; and lawfully remove waste. Make good direct damage you cause. Never cover work before a required inspection or progress photo.

## 5 Quality and customer outcome

Use due care, skill and diligence. Work and materials must meet the WO, approved plans/samples, manufacturer instructions, approvals, applicable law, the Building Act 2004 and Building (General) Regulation 2008 (ACT), and enable Rebuilt to meet any applicable statutory warranties. Meet the NCC edition applying in the ACT and required Australian Standards. Where these are silent, use the Guide to Standards and Tolerances 2017 recognised in the ACT as guidance, subject to higher legal or contract standards. Deliver a neat, complete finish reasonably acceptable to an ordinary residential consumer, assessed objectively against those requirements and the disclosed scope, price, purpose and samples. Materials are new, suitable and fit for purpose unless the WO says otherwise.

## 6 Respect and safeguarding

Be punctual, courteous, sober and tidy. No smoking/vaping, drugs, harassment, discrimination, abusive conduct, loud music, side deals, unauthorised marketing, photos or social posts. Do not promise scope, price or timing changes to the customer. **No worker may enter or remain where the only person present is under 18, or work alone with an unaccompanied minor.** Make the area safe, wait outside, contact Rebuilt and resume only when a responsible adult is present. Escalate customer concerns calmly; do not argue.

## 7 Photographs and job records

Upload clear before, progress, concealed-work and completion photos through ClearStep or another system approved by Rebuilt, identifying the work and outcome. Avoid people, personal information and security details unless authorised; comply with applicable privacy and surveillance law and never use job images for another purpose. Provide test results, certificates, warranties, manuals, delivery dockets and lawful waste records required by the WO or law. Keep customer/job information secure and confidential, use it only for this job, and retain required records for seven years or any longer legal period.

## 8 Complete invoices and payment claims

For Rebuilt's ordinary accounts process, submit invoices through ClearStep or the method stated in the WO. An invoice is complete only if it: (a) shows the correct RB Job Number and WO number; (b) matches each claimed item, quantity, rate and milestone to the WO and written variations; (c) states site, work dates, business name, ABN, GST and total; (d) attaches required photos, certificates and records; and (e) claims only completed, compliant work. Use one RB number per invoice. Any invoice that satisfies the Security of Payment Act is treated as a payment claim even if not a Complete Invoice. It must state: **"This is a payment claim made under the Building and Construction Industry (Security of Payment) Act 2009 (ACT)."**

## 9 Fair assessment and payment

Rebuilt will promptly identify missing information and assess claims. Subject to the Building and Construction Industry (Security of Payment) Act 2009 (ACT), Rebuilt will pay an undisputed Complete Invoice within 30 calendar days of receipt, or earlier if law requires. Payment is not conditional on customer/insurer approval or payment, or on Rebuilt being paid. If an amount is disputed or withheld, Rebuilt will give a written payment schedule stating every reason within five business days (and no later than the statutory deadline), and pay the undisputed amount. Missing contractual information does not invalidate a payment claim, reset a clock or extend a deadline where the Act says otherwise. Changed bank details are verified before payment. No retention applies unless the WO clearly states it and law permits it.

## 10 Defects and responsibility

Rebuilt will give reasonable details, access and a fair chance to inspect and fix a defect. Make urgent safety or weatherproofing issues safe immediately; rectify other defects within the agreed reasonable time at no charge. If you refuse or fail after reasonable notice, or an urgent safety/property risk requires immediate action, Rebuilt may use others and recover the reasonable, evidenced direct cost caused. Each party is responsible for direct loss to the extent caused by its breach, negligence or unlawful act. Inspection or payment does not waive latent defects or statutory warranties.

## 11 Ending work and disputes

Either party may end a material breach not fixed within five business days after written notice, allowing longer where reasonably needed and a genuine fix has started. Rebuilt may act immediately for serious safety/safeguarding misconduct, fraud, abandonment, or loss of a required licence/insurance. The subcontractor may use lawful suspension or termination rights for overdue payment after required notice. On exit, secure the site and return keys, records and customer data. Managers should try to resolve concerns in good faith and may mediate, but this is not a condition to statutory adjudication, suspension, debt recovery or urgent relief. ACT law and the Australian Consumer Law apply; invalid wording is severed and non-excludable rights remain.