

(2) Provided that if any portion of the works so ordered to be done shall not be, in the opinion of the Superintending Officer of the same value or class of works provided for in the Schedule of Prices, or if there be no Schedule of Prices for such works the same shall be executed by the Contractor at such prices as may be agreed upon with the Superintending Officer, but if the Contractor and Superintending Officer cannot agree as to the price to be paid, the Superintending Officer may direct the same to be done by such person or persons as he may think fit.

(3) Before any extra work, or work of an altered value or class is undertaken by the Contractor it shall be imperative for him to procure an order in writing from the Superintending Officer for carrying out such extra or variation of work; and the Contractor shall not be entitled to any payment for such extras or variation unless he produce the written order for the same, as aforesaid, and he shall not be entitled to plead that the Superintending Officer omitted to give such written order, as it is to be distinctly understood that the onus of obtaining such order shall be on the Contractor.

(4) The Contractor shall not be entitled to any other rate than the Schedule rate on any plea that the work was in a different position or of a different class from, or in a more difficult position than, that shown on Plan or described in Specification, or Schedule to Specification, or carried out under circumstances not contemplated in the Specification, unless an agreement entitling him to payment by other than the Schedule rate shall have been previously made and signed by the Superintending Officer and the Contractor.

(5) Provided always that no such increase, alteration, deviation, or substitution of works shall in any way annul or set aside this Contract, or extend the time for the completion thereof, unless such extension shall have been given as provided for in Clause 23, and that the Contractor shall have no claim for compensation or damages for loss alleged to have been incurred by him in consequence of any exercise by the Superintending Officer of the powers conferred by this clause.

15. OMMISSIONS OF PORTIONS OF WORKS

(1) The Superintending Officer shall have the power to direct the omission of the carrying out of any part or parts of the said works; and the value of such work so omitted in such case, calculated at the Schedule rate, or the percentage (if any) above or below the Schedule rate, or in the event of there being no Schedule rate calculated on the basis of the proportionate value which such work bears to the lump sum as ascertained by the Superintending Officer, whose decision on that point shall be final, shall be deducted from the Contract sum.

(2) The Contractor shall have no claim for compensation or damages for any loss sustained by him by reason of the exercise by the Superintending Officer of the powers conferred by this clause.

16. CONTRACTOR LIABLE FOR INJURY TO ADJOINING LANDS, PROPERTIES, ETC.

The Contractor shall not commit any act of trespass, or keep dogs on the works or area in his temporary possession, and shall effectually protect all adjoining properties and owners thereof against any loss, damage, or injury that may occur through the carrying on of the works, whether to buildings, goods, property of any kind, live stock, or to persons; and in case any such trespass be committed, or any such loss, damage, or injury occur, the Contractor shall make full compensation, and shall make good all or any such loss, damage, or injury; and if any such compensation for trespass, or any such loss, damage, or injury be recovered against the Government in the first instance, it may, together with

all costs which the Government may have been ordered to pay, and all costs reasonably incurred in contesting the claim for such compensation, be deducted from any money due or coming due to the Contractor under this Contract, or may be recoverable from the Contractor as liquidated damages in that respect incurred. If instructed by the Superintending Officer, the Contractor shall dismiss any employee offending against the provisions of this Clause. In like manner the Contractor shall indemnify and recoup the Minister and the Government in respect of claims by all other members of the public for injury to property or person in the course of the work.

17. MAINTENANCE OF WORKS DURING CONSTRUCTION

The Contractor shall have the care and maintenance of all the works under this Contract until the Superintending Officer shall, by notice in writing under his hand, inform the Contractor that he has taken charge thereof; and the Contractor shall, at his own cost, make good to the satisfaction of the Superintending Officer all damages, loss, or injury that may happen to the said works, from whatever cause arising, while the said works remain under his care, and shall deliver up the said works complete in every respect according to this Contract.

18. SANITARY ARRANGEMENTS

The Contractor shall carry out all such sanitary arrangements in any camp in connection with this Contract as are necessary for the preservation of the public health, and which are considered sufficient for the purpose by the Board of Health, without any charge whatever.

19. ASSIGNMENT OF MONEYS - SUBLETTING WORKS

The Contractor shall not assign this Contract, or assign, mortgage, charge, or encumber all or any of the moneys payable or to become payable under this Contract, or any other benefit whatsoever arising or which may arise, under this Contract. The Contractor shall not sublet any part or parts of the works. The Contractor for each and every breach of this condition shall be liable to pay to the Government the sum of £50 as and for liquidated damages, and the sum or sums payable as such damages may be deducted from any sum or sums due to the Contractor under this or any other Contract with the Government.

20. PAYMENT OF WORKMEN

(1) The workmen and labourers of every class employed on the works by the Contractor, shall be paid their wages in full in money, legal currency of the State, at least once in every month, and no ticket or other system of payment by provisions, liquors or goods will on any pretence be allowed; nor shall the Contractor, or any person or persons employed by him, or in any way connected with him, without the consent in writing of the Minister, establish any shop for the supply of provisions, liquors, or goods to the persons employed on the works; nor shall the Contractor oblige his workmen to take provisions, liquors, or goods of any kind from any person in particular.

(2) The workmen and labourers of every class shall be paid on the works if it be possible, or in some building in the vicinity; and in no case shall they be paid in a public-house or other place where liquors or refreshments are sold.

(3) The Contractor for each and every breach of this condition shall be liable to pay to the Government the sum of £50 as and for liquidated damages; and the sum or sums payable as such damages may be deducted from any sum or sums due to the Contractor under this or any other Contract with the Government.

21. RATES OF WAGES, HOURS OF LABOUR AND CONDITIONS OF EMPLOYMENT

(1) The Contractor shall for the various services to be performed under this Contract pay such rates of wages and observe and perform all such conditions as shall from time to time apply to all or any of such services and set out in any award or industrial agreement granted, issued, published or made in accordance with the provisions of the Industrial Arbitration Act, 1912, the Commonwealth Conciliation and Arbitration Act, 1904, or any Act amending the same. Provided if there be no such award or industrial agreement applicable to any of such services, then the Contractor shall pay such Union rates of wages as shall for the time being be in force and applicable to such services, and if there be no such award or industrial agreement, and no Union rates of wages applicable to any of such services, then the Contractor shall pay the current rates of wages prevailing in the district for such services.

(2) If it shall at any time be proved to the satisfaction of the Minister that the Contractor is paying or has paid a lesser rate of wage than is herein provided, the Contractor for each and every breach of this condition shall be liable to pay to the Government the sum of £50 as and for liquidated damages, such payment to become due in respect of each individual workman or employee so short-paid, and on each occasion of such short-payment and the sum or sums payable as such damages may be deducted from any sum or sums due to the Contractor under this or any other Contract with the Government, or the Minister shall have the option and full power and authority to cancel this Contract, as if such breach was and is one of the events mentioned in Clause 29 of these Conditions.

(3) In all classes of labour, the hours of work shall be the hours prescribed by the Industrial Arbitration (Eight Hours) Amendment Act, 1930, or any Act amending the same, unless otherwise provided for by any award or industrial agreement granted, issued, published or made as aforesaid. See also the provisions of Clause 36 of these conditions.

22. POWER OF THE GOVERNMENT TO PAY WORKMEN

(1) Before the payment of any money to the Contractor, the Minister may require from him a statement in writing that the workmen and labourers of every class employed on the works have been paid their wages in full, in legal currency of the State, and to the latest date at which such wages are due; and the Minister may withhold the payment of any money that may be due or become due to the Contractor until such statement has been made and delivered to him.

(2) If the Contractor shall fail or omit to pay the claims of such workmen or labourers, in the legal currency of the State, it shall be lawful for the Minister, as often as the same shall happen, upon complaint of such failure or omission made by any such workman or labourer, and upon proof to the satisfaction of the Minister of such failure or omission, to pay the amount of such claim to such workman or labourer and to deduct the same amount from any money then due or owing, or thereafter to become due or owing, to the Contractor or deposited by him under this Contract.

23. DELAY - EXTENSION OF TIME

(1) If the Contractor shall not be able to obtain possession of any portion of the ground required for the execution of the works to be done in connection with this Contract, or if the execution of the Works be suspended by the Minister or from any other cause whatever arising out of the acts or defaults of the Minister or any officers or servants in his employment, or from any accidents happening to the said works during their progress not arising from the neglect or default of the Contractor or his servants or workmen the Contractor shall be delayed or impeded in

in the execution of this Contract, the Contractor may from time to time within seven days of the happening or occurring of such act, default, or accident, apply in writing to the Minister for an extension of time on account of such act, default, or accident, setting forth the cause of such application and the Minister shall, if he think the cause sufficient, but not otherwise, allow by writing under his hand such an extension of time as he shall think adequate; and the penalties, sets-off, and deductions to which under this Contract the Contractor is liable shall not attach until the expiration of such extension of time, but shall attach, and the Contractor shall become liable to the same, from the date of the expiration of such extended time or times.

(2) Unless the Contractor shall make such application within the time and in the manner aforesaid, and unless and until the Minister shall allow such extension or extensions of time as aforesaid, the Contractor shall not by reason of any delay arising from the cause or causes aforesaid, or of any of them, be relieved in any way or to any extent of his liability to finish and complete the works within the time in this Contract specified; and, in default of his so doing, to pay and be subject to the liquidated damages, deductions, and sets-off as in these conditions provided; nor shall the Minister be deprived in any way or to any extent of his right to deduct or recover any sum or sums as liquidated damages, and not as or in the nature of a penalty or to make deductions or sets-off which under this Contract he is entitled to make, deduct, set-off, or receive from the Contractor for or by reason or on account of any delay in the completion of the work or any portion of the same, nor shall the rights, powers, and authorities by these Conditions given to or vested in the Minister be in any way affected.

(3) The Contractor shall have no right to monetary compensation nor to a claim for damages in respect of any loss he may deem himself to have suffered by reason of the acts or defaults aforesaid.

24. PATENT RIGHTS

Unless otherwise specified, the Contractor is to include in his Tender the amount of all patent rights and royalties which may be claimed by any patentee or patentees for the manufacture and use of any portion of the work under this Contract, and the Contractor must liquidate the same when required to do so, and upon complaint of his failure to do so the Minister shall have the power to suspend one or more of the progress payments or the final payment hereinafter mentioned until such claim has been liquidated or withdrawn.

25. BANK EXCHANGE CHARGES AND OTHER FEES

The Contractor must defray bank charges on all Contract payments. Under the Government banking arrangements, of which the Contractor gets the benefit, the rate of exchange is 1s. per £100 within the Commonwealth, excepting Sydney Metropolitan District, within which there is no charge for exchange.

The Contractor shall also bear and pay all duty stamps, licenses, building or surveyor's fees or other charges or fees whatsoever legally demanded by any municipal or other authority.

26. FREE PASSES, ETC.

No free passes on any Government Railways will be granted either to the Contractor or his agents nor will any material or articles of any description be conveyed free of charge.