

Attachment 1

The following clauses have been amended and differ from the corresponding clauses in AS 4122-2020:

1 DEFINITIONS

The following definitions are added:

Date of Letter of Award means the date of the letter of award from the Principal to the Consultant accepting the Consultant's request for proposal.

GST means goods and services tax applicable to any taxable supplies as determined under the GST Law.

GST Law means *A New Tax System (Goods and Services Tax) Act 1999* (Cth) and any related Act imposing such tax.

11 GST

Clause 11 is deleted and replaced with the following subclauses:

11.1 Words capitalised in this clause 44 and not otherwise defined have the meaning given in the *GST Law*.

11.2 Where an amount of Consideration is payable for a Taxable Supply made under the *Contract* (whether that amount is specified or can be calculated in accordance with the *Contract*), it does not include GST and must be increased by the GST Rate.

11.3 The Party making a Taxable Supply under the *Contract* must issue a Tax Invoice or Adjustment Note to the Recipient in accordance with the *GST Law*.

11.4 If any Party has a right to be reimbursed or indemnified for any cost or expense incurred under the *Contract*, that right does not include the right to be reimbursed or indemnified for that component of a cost or expense for which the indemnified Party can claim an Input Tax Credit.

26 Termination without cause

Clause 26.1(b) is deleted.

30 Insurance:

Clause 30 is amended as follows:

30.1 The words 'or personal accident insurance where the *Contractor* is a sole trader' are added to 30.1(b).

30.7 Clause 30.7 is deleted.

30.8 Clause 30.8 is added to read:

(a) If the *Consultant* subcontracts any parts of the *Services*, the *Consultant* must ensure that every subcontractor purchases and maintains all the insurances required by this clause which are applicable to that subcontracted part of the *Services*, for the duration of the subcontract before the subcontractor commences any *Services*.

(b) If the *Consultant* fails to ensure that that every subcontractor purchases and maintains all the insurances required by this clause 30, this is substantial breach and clause 27 applies.

30.9 Clause 30.9 is added to read:

- (a) The *Contractor* must not do or omit to do any act that would be grounds for an insurer to refuse to pay a claim made under any of the policies of insurance.
- (b) Subject to clause 30.8(d), the *Contractor* must give the *Client* at least 20 business days' prior notice of cancellation, non-renewal or a material alteration of any of the policies of insurance required under the *Contract*.
- (c) If the *Contractor* breaches any of its obligations set out in clauses 30.9(a) or (b), this is a substantial breach and clause 27 applies.
- (d) The *Contractor* must give the *Client* a copy of any notice of cancellation, nonrenewal or material alteration given by the insurer to the *Contractor* within 24 hours of its receipt.

30.10 Clause 30.10 is added to read:

The *Contractor* must:

- (a) as soon as practicable and in writing, inform the relevant insurer and the *Client* of any occurrence that may give rise to a claim under or in connection with the *Contract* under insurance required by clause 30; and
- (b) keep the *Client* informed of all developments concerning the claim.

The following clauses have been added to those of AS 4122-2010:

37 Disability and Access inclusion

Without limiting its obligations under clause 11, the *Contractor* shall:

- (a) to the extent practicable, implement the *Client's* Disability Access and Inclusion Plan prepared under the *Disability Services Act 1993*; and
- (b) provide a report to the *Client* within one month of *practical completion* or by 1 April in each year of the *Contract* reporting on the extent to which to which the *Contractor* had implemented the *Client's* Disability Access and Inclusion Plan.

38 Publicity

The *Contractor* must not advertise, publish or release information or statements to the media or to the public concerning the *Contract* or the *Services* or operations of the *Client* without the prior written consent of the *Client*.

39 Records

39.1 The *Contractor* must maintain full, complete and accurate records of all works, matters and things undertaken or done by the *Contractor* for or in relation to the fulfilment by the *Contractor* of its obligations under the *Contract*, including, but not limited to:

- (a) any breach of *Legislative Requirements* by itself, the *Contractor's* personnel or the *Client*;
- (b) any accidents or other incidents where a possibility of injury to persons or property damage arose;
- (c) any breach of the *Contract* by the *Contractor*;
- (d) all records which evidence how any variations were valued for the purposes of clause 9; and
- (e) any other records required to be kept under the *Contract*.

39.2 Without limiting the *Contractor's* obligations under this clause 50, the *Contractor* must comply with the requirements of the *State Records Act 2000 (WA)* insofar as that Act applies to any of the records referred to in this clause 39.

40 Freedom of Information Act access

The *Contractor* acknowledges that the *Client* is subject to the *Freedom of Information Act 1992 (WA)* and that the *Contract* or documents relating to the *Contract* may become the subject of an application under that Act and access to them may need to be given to a third party in accordance with that Act. The *Client* is not liable to the *Contractor* for any claim arising out of or in connection with giving access to a document in accordance with the *Freedom of Information Act 1992 (WA)*.

41 Proportionate liability

Each party agrees that Part 1F of the Civil Liability Act 2002 (WA), to the extent that the same may be lawfully excluded, is excluded from operation with respect to any dispute under clause 32, claim or action brought by one party against the other party arising out of or in connection with:

- (1) this *Contract*, and
- (2) any of the *Consultant's* subcontractors or the subcontractor's personnel.

42 Creation, installation, minting and decommissioning

The *Client* is solely responsible for the creation, installation, minting and decommissioning of the artwork provided in the *Services*, and may do so at any point in its sole discretion.