



## Contractor Agreement

ITEM	DESCRIPTION	DETAILS	
1a.	Contract number	01382	1b. Prequalification Form Received <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2.	Principal (Name and ABN)	Avisure Pty Ltd, ACN 131 545 054	
3.	Contractor (Name and ABN)	HELI-OPS Pty Ltd, ACN 662 307 486	
4.	Details of the Parties for notices	<b>Principal</b> Attention: Avisure Pty Ltd Street address: 1/9 Greg Chappell Drive Burleigh Heads, QLD 4220 Phone: 5508 2046 Email: contact@avisure.com	<b>Contractor</b> Attention: Craig Sheldon Street address: 5 Dominion Avenue, Findon SA 5023 Phone: 0428 858 728 Email: craig.sheldon@bigpond.com
5.	Date of Agreement	23/08/2024	
6.	Services	Aviation wildlife hazard management, feral animal and overabundant native species control.	
7.	Fee (price)	As per Schedule 2 of this agreement	
8.	Mark up on disbursements/materials (not included in fee)	0%	
9.	Commencement Date	26/08/2024	
10.	Completion Date	28/02/2025	
11.	Principal's Representative	Ronel Jit	
12.	Contractor's Representative	Craig Douglas Sheldon	
13.	Time for payment claims (clause 9.3H)	15 <sup>th</sup> day of the month and last day of the month (for WMA Aviation Wildlife Hazard Management Program) 25 <sup>th</sup> of month (for variations)	
14.	Time for payment (clause 9.1)	14 days upon receipt of invoice	
15.	Confirm Account Details	Account Name: HELI-OPS PTY LTD BSB: 035212 Account Number: 403506	
16.	Key Personnel	Craig Sheldon Anthony Goodwin	
<b>Minimum Insurance Requirement</b>			
15.	Professional Indemnity	Not required.	
16.	Public Liability	\$20 million	
17.	Workers Compensation	As required by law	

**For: Principal**

Executed by Avisure ACN 131 545 054 in accordance with its Constitution and pursuant to section 127 of the Corporations Act.

Signature: Phillip Shaw

Name: Phillip Shaw

Witness: Xiang Ning Kok

Date: 23 August 2024 | 3:11 PM AEST

**For: Contractor**

Executed by HELI-OPS Pty Ltd ACN 662 307 486 in accordance with its Constitution and pursuant to section 127 of the Corporations Act.

Signature: [Handwritten Signature]

Name: Carol Sheldon

Witness: ANTHONY GOODWIN

Date: 22/08/2024

**BACKGROUND**

It has been agreed by the parties hereto that the Principal will engage the Contractor to perform the Services, the extent of which to be agreed from time to time and on the terms contained in this Agreement.

- I. in respect of works and /or services to be carried out by the Principal for a third party under any contract (the "Head Contract"); and
- II. of the nature anticipated by this Agreement, not necessarily connected to any Head Contract.

It has been agreed by the parties hereto that this is a non exclusive Agreement in relation to any work and/or services

- I. supplied by the Principal pursuant to a Head Contract or otherwise;
- II. required by the Principal.

**AGREED TERMS**

**1 DEFINED TERMS & INTERPRETATION**

**1.1 Defined terms**

In this Agreement:

**Act of Bankruptcy** means any of the events described in section 40 of the *Bankruptcy Act 1966* (Cth).

**Agreement** means this document including all schedules as amended by the parties in writing from time to time.

**Business Day** means a day on which licensed banks are open for business in the State or Territory of Australia where the Services are being carried out but does not include a Saturday, Sunday or public holiday in that State or Territory.

**Business Hours** means from 9.00am to 5.00pm on a Business Day.

**Claim** includes any claim, action, judgment, arbitration, adjudication, determination, proceeding, suit, cause of action, defence, set-off or demand, (including but not limited to, for time, delay, moneys or Loss, whether at law, in equity, under contract in tort (including negligence and negligent misrepresentation), misrepresentation, restitution, unjust enrichment and/or quantum merit and to the maximum extent permissible pursuant to statute.

**Confidential Information** means:

- a) the following information, regardless of its form and whether the Contractor becomes aware of it before or after the date of this Agreement:
  - i. all information and know-how relating to the Project or Head Contract; and
  - ii. all information and materials disclosed or provided by the Principal, Owner or Head Contractor, or for or on behalf of the Principal or Owner or Head Contractor, to the Contractor in connection with this Agreement or the performance of the Services, whether before or after the date of this Agreement;

b) all notes and other records prepared by the Contractor based on or incorporating information referred to in paragraph (a);

c) all notes, documents, Designs, Design Documents, plans, know how and intellectual property created by the Contractor pursuant to this Agreement or in respect of the Services; and

d) all copies of the information, notes and other records referred to in paragraphs (a), (b) or (c).

except information:

a) the Contractor creates (whether alone or jointly with any third person) independently of the Principal which is not related in any way to this Project; or

b) that is public knowledge (otherwise than as a result of a breach of confidentiality by the Contractor or any of its permitted disclosees).

**Consequential Loss** means pure economic loss, loss of actual or anticipated profits or revenues, any Loss associated with, arising out of or due to loss of production, goodwill, business, opportunity, contract, agreement, use or productivity, Loss by reason of shutdown, business interruption, business closure or non-operation or the cost or increased cost of borrowing, capital, financing or refinancing) howsoever caused.

**Contractor's Representative** means the person named in the Details as the Contractor's Representative or any replacement Contractor's Representative from time to time as agreed in advance with Principal.

**Design** includes design, system, method, technique, opinions, recommendations, advice, workshops and plans evidenced by the Design Documents or otherwise and includes any materials and methods of using, fixing or working required or contemplated by the Design Documents.

**Design Documents** includes reports, written opinions/recommendations, plans, drawings, specifications, calculations and other documents required for the proper performance of the Services.

**Design Intent** means the design principles, shapes, forms,