

FLINDERS COUNCIL
FORMAL INSTRUMENT OF AGREEMENT



1. FORMAL INSTRUMENT OF AGREEMENT & TERMS AND CONDITIONS

Project Name: **PALANA ROAD UPGRADE**

Contract Number: TBC

This **AGREEMENT** is made on the ### day of ### 2021

Between FLINDERS COUNCIL of 4 Davies Street, Whitemark, Tasmania 7255 (ABN: 75 754 974 669) ("**Flinders Council**")

And ##### PTY LTD of #####, TAS **** (ABN #####) ("**Contractor**")

BACKGROUND

- A. Flinders Council wishes to engage the Contractor to carry out the Works in accordance with the requirements of this Contract.
- C. Flinders Council intends to rely on the experience, skill and judgement of the Contractor in carrying out the works.
- D. Flinders Council and the Contractor agree that the Contractor must carry out the Works for Flinders Council on the terms of this Contract.

IT IS AGREED

- 1. In this Formal Instrument of Agreement, unless the context requires otherwise, terms used have the same meaning as defined in AS4902-2000 Standard Terms and Conditions.
- 2. The Contract Sum consists of a fixed amount of \$\$\$\$\$ (\$#####), exclusive of GST.
- 3. The Contract comprises the following documents:
 - (a) This Formal Instrument of Agreement;
 - (b) AS4902–2000 Standard Terms and Conditions;
 - (c) AS4902–2000 Annexure A (Part A) as amended;
 - (d) AS4902–2000 Annexure E (Part E);
 - (e) Palana Road Upgrade Conditions of Tender;
 - (f) Palana Road Upgrade Scope and Specification;
 - (g) The Contractor’s tendered documents (date); and
 - (h) The Letter of Acceptance (date).
- 4. In the event of any ambiguity, conflict, discrepancy or inconsistency between the documents comprising this Contract, the order of precedence of the terms and conditions will be as set out in clause 3 of this Formal Instrument of Agreement.
- 5. If a party discovers any ambiguity, conflict, discrepancy or inconsistency in this Contract, it must notify the other party as soon as possible.
- 6. Each party will promptly inform the other party of any matter of which it becomes aware in connection with the Project that may adversely affect the performance of the Works or the reputation of either party.
- 7. Without affecting the rights and obligations of the parties under the Contract, the parties agree to cooperate in taking all reasonable measures in connection with the Services to enhance the reputations of the Contractor and Flinders Council.

THIS DOCUMENT BECOMES UNCONTROLLED ONCE PRINTED

FLINDERS COUNCIL
FORMAL INSTRUMENT OF AGREEMENT



EXECUTED as an Agreement.

Signed for and on behalf of **FLINDERS COUNCIL** ABN 75 754 974 669 by its authorised representative in the presence of:

.....
Signature of authorised representative

.....
Signature of Witness

.....
Name of authorised representative
(BLOCK LETTERS)

.....
Name of Witness
(BLOCK LETTERS)

Signed for and on behalf of **XXXXX ABN xx xxx xxx xxx** by its authorised representative in the presence of:

.....
Signature of authorised representative

.....
Signature of Witness

.....
Name of Authorised Representative
(BLOCK LETTERS)

.....
Name of Witness
(BLOCK LETTERS)

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