



ABORIGINAL HOUSING VICTORIA

Contract Administration and Management Policy

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Policy	Contract Administration and Management
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1. Application of the AHV Cultural Statement

The principles of AHV's Cultural Statement are applied to this policy through AHV's commitment to:

- maximise our capacity to deliver quality services to our renters and stakeholders;
- maintain high standards of accountability, probity and transparency; and
- the responsible and efficient allocation of resources on behalf of the Aboriginal community

2. Purpose

The purpose of this policy is to standardise practices for negotiating, executing and managing contracts and agreements as set out the organisational approach to managing contracts entered into by Aboriginal Housing Victoria (AHV), which will support:

- value for money outcomes;
- consistency and standardisation of contract management;
- reduce risk;
- increased user (internal or external customers) satisfaction; and
- efficiency in delivering services

3. Scope

This policy applies to the management of the following contracts:

- Funding and Service Agreements made with funding bodies for the delivery of programs, services or projects by AHV;
- Contracts, deeds or agreements for the supply of goods and services to AHV;
- Contracts, deeds or agreements for the delivery of construction or building works;
- Heads of agreements entered into by AHV with partner organisations to support the delivery of services, projects or advocacy work; and
- Letters of intent.

The following contracts are excluded from this policy:

- Employment contracts;
- Property leases; and
- Property contracts of sale.

4. Policy context

The Contract Administration and Management Policy has been developed in accordance with key legislative and regulatory obligations, best practice standards and AHV's risk management framework.

This policy has been developed to be in accordance and alignment with:

- AHV Procurement Policy and Risk Management Policy;
- Key legislative and regulatory requirements; and
- The need to meet and achieve certain objectives as outlined in (6) policy objectives and principles.

5. Policy objectives and principles

The key objective of the Administration and Management of Contracts Policy is to enable effective, efficient and timely delivery of contracts, consistent with AHV's vision, values, objectives and priorities.

The relevant policy objectives are to:

- Provide a standard contract management approach and practice;
- Negotiate contracts that are in the best interest of AHV and its stakeholders;
- Manage all stages of contracting in accordance with the principles of good practice, including regular monitoring and continuous improvement;
- Effectively manage the risks associated with contracts entered into by AHV;
- Meet all legal and regulatory requirements when entering into and managing contracts; and
- Ensure contracts entered into by AHV represent value for money.

6. Policy detail

6.1 Confidentiality

Staff and Board members engaged in any form of contract administration or management must comply with the confidentiality principles as outlined in the Procurement Policy.

6.2 Contracts and agreement terms

During the contract scoping and negotiation process, the Procurement Policy, the AHV Delegations of Authority, and the AHV Risk Management Policy must be followed. Where appropriate, legal advice must be obtained to ensure the proposed contract is in the best interests of AHV.

Contract terms must be consistent with tender or quotation representations. In order to effectively evaluate tenderer pricing against value for money criteria on a like for like basis, contracts must be presented as part of the tender package.

AHV utilises various agreement template types ranging from simple consultancy agreements to complex deeds of services and capital works. The contract manager should seek proper internal (finance and procurement) and external legal advice (where appropriate) before selecting the right legal template and format.

Additionally, contracts must be approved and executed by delegates with authority to do so, according to the AHV Delegations of Authority.

6.2.1 Standard contracts

Preference should be given where practical and appropriate, to using AHV standard contracts with a known and acceptable risk profile and commercial terms. A Contract Management Plan may still be required, depending on the risk level of the contracted activity or the contracted value.

Standard contracts must be approved and executed in accordance with the AHV Delegations of Authority and legal advice sought on any departures.

Management level delegates, for example Executive Managers and AHV contract managers, who otherwise are authorised to approve contracts, cannot approve contracts unless an AHV Standard Contract for that procurement activity is used with any departures reviewed through legal advice. Commercial consideration and risk appetite should be considered to ensure fairness and risk mitigation for AHV.

6.2.2 Nonstandard contracts

In certain situations, the AHV may requested to sign a contract or agreement that is prepared by the other party (i.e., the contractor or the government agency). In these situations, AHV may recourse one of the following options:

- a. If the procurement is of low-value (less than \$50K per annum) and low-risk, the Executive Manager's approval should be sought before executing such an agreement regardless of the financial delegation of authority. Legal advice maybe sought or further consultation with procurement undertaken.
- b. If the procurement of high-value (more than \$50K per annum) or high-risk, the CEO approval must be sought before executing any contract or agreement. Approval of non-standard contracts by the CEO should be supported by a commercial analysis of the contract and an analysis of key risks and how they are managed within the contract including legal advice.

Executive Managers are responsible for ensuring that contracts are provided for approval and execution, including all supporting documentation, in a timely manner.

6.2.3 Contract terms and risk

It is important to have a basic understanding of general contract clauses and how they can be applied (Refer to the Matrix in Appendix A).

Of contractual clauses (for example: indemnity, insurance, warranty, defects, force majeure, etc), this policy will focus briefly on OHS and Intellectual property rights due to the quantum of most contracts that AHV executes or regularly manages that require addressing those two clauses.

6.2.4 Occupational Health and Safety (OHS) Compliance

All contracts involving third parties (vendors, contractors, suppliers, etc.) engaged in either works or maintenance services shall include explicit obligations to comply with applicable occupational health and safety laws, regulations, and AHV standards.

Contract managers must ensure contractual requirements compliance in that perspective, including:

- **Contractors** must adhere to AHV's OHS policies, including risk assessments, safe work practices, and emergency procedures;
- **Contractors** shall provide proof of safety training, certifications, and incident reporting protocols prior to commencing work; and

- Any subcontractors engaged by the contractor must meet the same OHS standards.

Contract managers should ensure monitoring and enforcement by:

- Regular site inspections and audits may be conducted to ensure compliance; and
- Non-compliance with OHS obligations may result in contract termination, penalties, or legal action.

6.2.5 Intellectual Property Rights

Contracts and agreements must protect AHV's intellectual property (IP) and clarify ownership of newly created IP or interest on behalf of AHV.

Contract manager must ensure IP Ownership in specific contracts and this may include:

- All pre-existing IP (for example, patents, trademarks, trade secrets) remains the sole property of AHV unless otherwise agreed in writing; and
- IP developed during the contract term as part of the deliverables shall vest exclusively with AHV, unless a reciprocating ownership arrangement is expressly negotiated.

Contracts must protect AHV data, whether pre-existing prior contract execution or generated after contract execution, as part of the contract deliverables. Where applicable contractors must sign non-disclosure agreements (NDAs) to protect proprietary information.

- Unauthorised use, replication, or distribution of AHV's IP is strictly prohibited.
- With third-party IP, contractors warrant that deliverables do not infringe third-party IP rights and must agree to indemnify AHV against related claims.

6.3 Contract management overview

The purpose of contract management is to ensure that AHV, and where applicable its clients, partners or funders, receive the goods or services provided at the agreed price/cost within defined timelines to the required standards of quality and quantity as intended by the contract by:

- Establishing a system for monitoring and achieving the responsibilities and obligations of all parties under the contract;
- Providing a means for the early recognition of risks, issues and performance problems and the identification of solutions; and
- Adhering to AHV's Risk Management Policy and adhering to the relevant Occupational Health and Safety Contractor Compliance Procedures.

All AHV contracts are to include contract management requirements. Furthermore, contracts are to be proactively managed by the staff member (the AHV contract manager) responsible for the delivery of the contracted goods or services to ensure AHV receives value for money.

Generally, the process includes two phases:

Phase Name	Activity Name
Pre-contract execution phase	Contract planning
	Contract negotiation and terms
Post-contract execution phase	Managing performance
	Dispute resolution
	Managing financial risk
	Record keeping and reporting
	Variation management <ul style="list-style-type: none"> a. Approving variation b. Pre-approved variation
	Closeout and transition

6.4 Contract management and administration pre-contract execution

6.4.1 Contract planning

High level planning for the management of contracts generally commences in the procurement planning phase as outlined under AHV's Procurement Policy.

6.4.2 Contract management plan

To assist with contract planning, particularly for more complex or higher risk procurement, contract managers will develop a contract management plan. A contract management plan must be developed for any procurement project or program valued over \$500K. A contract management plan can add value by outlining:

- Contract objectives, outcomes and deliverables;
- Contract governance;
- Roles, responsibilities and obligations of the parties and their agents or sub-contractors;
- How the contract performance management and reporting (KPIs) will be managed or defined milestones for project based contracts;
- How benefits will be tracked and reported (if applicable);
- Reporting and communication protocols and purpose;
- The financial management approach, including supplier health check (if required);
- The framework for managing variations, changes to program, slippage;
- Disputes and escalation mechanism process; and
- Negotiation strategies to improve on specification outcomes.

6.4.3 Contract negotiation and terms

Executive Managers are responsible for contract negotiation and supporting contract approval and execution. Depending on the size value, purpose and risk associated with a contract, the CEO and CFO must be consulted, and legal advice must be sought where appropriate.

6.5 Contract management and administration post-contract execution

Executive Managers are responsible for ensuring that contracts within their respective areas of authority are effectively managed. This includes ensuring that contracts are managed in accordance with this policy and procedures under this policy. They are responsible for ensuring that contract management processes are in place and systems are maintained to support contract delivery as described in section 6.3 Contract management overview. This includes allocating a staff member as the AHV contract manager for each contract and ensuring contract management is supported by good relationship management.

6.5.1 Managing performance

All contracts will require some form of contract performance management to ensure that the goods and services are delivered according to the agreed terms of the contract. All service-based complex or high-value contracts must have some form of measurable performance evaluation or key performance indicators and payments linked to achievable milestones or deliverables.

Contract terms must address underperformance or breach of terms and conditions by allowing for escalation mechanisms through 'notice issuance' that can lead to the termination of service, if the breach or performance issue is not resolved.

6.5.2 Dispute resolution

Certain AHV contracts shall incorporate dispute management and dispute resolution provisions in accordance with guidance material developed under this policy and AHV's Procurement Policy. These provisions may apply to payment matters, contract variations and retention releases, which are appropriate to the nature of the service delivered under the contract; the value of the contract; and the level of risk associated with the contract.

6.5.3 Managing financial risks

Contract management processes include the management of financial risks throughout the life of the contract. Key processes include conducting regular reviews to assess the contractor's financial viability, and to ensure suppliers maintain appropriate insurance.

6.5.4 Record keeping and reporting

Executive Managers are responsible for maintaining record keeping practices and systems in relation to all contracts managed within their respective areas of responsibility, to support effective and efficient contract management, compliance and reporting obligations and audit.

The Contract Register must include the following information:

- Unique contract number.
- Contractor name.
- Contract manager.
- Contract owner and business unit.

- Start and end date.
- Contract term, including any allowed extensions.
- Contract record, including any updates.

The contract file must include:

- Copies of all correspondence with the contractor.
- Notes from all meetings and verbal communications.
- Documentation of any performance issues or complaints.
- Performance or notice letters.
- Contract amendments in relation to variation, including extensions.
- Documentation of deliverables (for example progress reports and as built drawings for construction contracts).
- Payment records.

6.5.5 Variation management

A variation to a contract is a mutually agreed amendment to vary the obligations set out in the contract. There are many reasons to vary an existing contract, for example changes in technology, resources, needs of AHV, market conditions. Variations can generally be categorised as either administrative or financial:

- Administrative variations are changes that do not affect the financial details of the contract, for example changes to the billing process, delivery address, personnel assigned to the contract, sequencing of work, performance management and monitoring processes; and
- Financial variations alter the financial details of the contract, for example changes to the price/cost, quantity, nature of the deliverables and terms of the contract (which increase the value).

A contract may cease to exist due to the sale of the business or the business going into liquidation. In this instance, AHV may exercise contract assignment or novation if it is considered practicable and the new contracting party can meet the contractual obligations.

Approving variations

A variation to the contract needs appropriate approval. The AHV contract manager generally approves administrative variations, whereas financial variations require approval by a financial delegate (refer to Procurement Policy Thresholds and AHV Delegations of Authority).

When there are multiple variations to a contract, consideration should be given to:

- Whether the contract planning strategy framework needs improvement to minimise the need for further variations;
- Escalating the issue of project management oversight and appropriate capability through AHV's reporting arrangements ; and
- Whether to approach the market again, should there be a significant shift in the scope of the procurement.

Pre-approved variations

Some contractual arrangements have agreed pricing formulas or pricing review schedules for goods, services and works that allow for price changes. If the pricing formula or review was approved through the procurement process, variations are limited to the scale agreed in the contract. The variations are recorded where appropriate, and the contract is to be appropriately monitored to ensure value for money is maintained throughout the life of the contract.

6.5.6 Contract closeout and transition

Managing the closeout of the contract is the final phase in contract administration. The value added by this process is in the completion, delivery and acceptance of the contract requirements in accordance with the terms and conditions of the contract. A contract is completed when all goods or services have been received and accepted, all reports delivered and accepted, all AHV equipment and material returned (if applicable), and final payment has been made to the contractor.

It is good practice to have a closeout and contract transition checklist to ensure all the necessary steps in the closeout process are complete. The checklist may include:

- Contract review activities.
- Contractual obligations completed to a satisfactory standard.
- Exit interview conducted with the contractor.
- All inspections completed and accepted.
- AHV equipment and material returned.
- No outstanding claims, issues, or unresolved matters.
- All invoices have been submitted and paid.
- Contractor performance evaluation completed.
- Termination for convenience completed (if initiated).
- Termination for breach completed (if initiated).
- All outstanding subcontracting issues have been resolved (if any).
- The contract file includes:
 - an updated copy of the contract;
 - any contract amendments;
 - all original signatures for all file documents, including invoices and communication with the contractor; and
 - all change orders.

7. Responsibilities

Board	Approve the policy, sets strategy, monitors policy implementation and performance, and reviews policy when necessary.
CEO	Oversee and monitor policy implementation and approve procedures to implement the policy.

CEO and Executive Managers	<ul style="list-style-type: none"> • Facilitate and oversee contract activities. • Where appropriate, appoint a qualified contract manager appropriate to the level of complexity and risk profile of the contract or service. • Regularly monitor and evaluate the contract deliverables. • Responsible and accountable for the ultimate outcome of the contract. • Approve contracts and contracts variations according to their delegated authority.
Contract Owner	<ul style="list-style-type: none"> • Is the role accountable for the success or failure of the contract, its overall management, including the delivery and the relationships with the other parties to the contract • Is authorised by the relevant signatory under the Delegations of Authority Policy • May appoint a Contract Manager to support the management and administration of the contract.
Contract Signatory	<ul style="list-style-type: none"> • Is the role which approves and signs the contract in accordance with the AHV Delegations of Authority. • Authorises the Contract Owner to undertake the activities contained in the signed contract • May also carry out the role of Contract Owner if they are accountable for the overall management of the contract and can sign the contract under the Delegations of Authority Policy.
AHV contract manager	<p>Staff member nominated by the contract owner who is responsible for managing the contract to ensure both contract parties are meeting their respective obligations to deliver business and operational objectives required from the contract.</p> <p>Contract managers may be the supervisor or superintendent. If acting as superintendent, they must be inducted to manage that role with regulatory compliance, commercial diligence and fairness.</p> <p>The role responsibilities include:</p> <ul style="list-style-type: none"> • Is responsible for supporting the Contract Owner in managing the contract, including but not limited to the day-to-day management, administration, performance, and compliance with the contract, by both AHV and the other party • Assists in setting up the contract, including ensuring the accuracy of the contract details in relevant AHV systems • This role may be fulfilled by individuals or teams in other business units or division. • Ensure terms and conditions are adhered to, level of goods/services have been provided in accordance with expectations, complied within AHV policies and procedures (including risk management).
Program manager	<ul style="list-style-type: none"> • Oversee the contract or a group of linked or unlinked contracts. • Are responsible for major contractual changes and strategies. • May appoint a contract manager.
Procurement	<ul style="list-style-type: none"> • Responsible for ensuring the proper contract documentation is considered

Officer/CFO	<p>and prepared, maintain the contract register and review this policy.</p> <ul style="list-style-type: none"> Facilitates expenditure and purchasing activities in accordance with the Procurement Policy. They assist Contract Owners and Contract Managers who are involved in these activities in understanding what is required of them and support them in vendor or contract management. The Contract Register will be maintained and updated by the Procurement team.
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8. References

Legislation and standards	Internal documents
<ul style="list-style-type: none"> Fair Trading Act 1999 (Vic) 	<ul style="list-style-type: none"> Procurement Policy
<ul style="list-style-type: none"> Goods Act 1958 (Vic) 	<ul style="list-style-type: none"> Risk Management Policy
<ul style="list-style-type: none"> Occupational Health and Safety Act 2004 (Vic) 	<ul style="list-style-type: none"> Governance Policy, Appendix 1 AHV Delegations of Authority
<ul style="list-style-type: none"> Privacy and Data Protection Act 2014 (Vic) 	<ul style="list-style-type: none"> Occupational Health and Safety and Wellbeing Policy and Procedure
<ul style="list-style-type: none"> Domestic Building Contracts Act 1995 (Vic) 	<ul style="list-style-type: none"> Credit Card Policy
<ul style="list-style-type: none"> Freedom of Information Act 1982 (Cth) 	
<ul style="list-style-type: none"> Competition and Consumer Act 2010 (Cth) 	

9. Definitions and acronyms

AHV	Aboriginal Housing Victoria
Best Value for Money Outcome	<p>The outcome that gives the best value for money for AHV overall. This does not necessarily mean the lowest price, or the result that delivers the lowest cost.</p> <p>AHV must consider issues such as, but not limited to, fit-for-purpose, quality, service support, warranty, and other factors relevant to sound contracting principles.</p>
Contract	<p>A formal and legally binding agreement. The term 'contract' refers to:</p> <ul style="list-style-type: none"> A contract or agreement to provide goods or services to AHV. A contract or funding (grant) and service agreement for the delivery of services, programs or projects by AHV. Heads of agreements entered into by AHV with partner organisations to support the delivery of services, programs or projects.

Contractor / Vendor / Supplier / Partner	<p>The external entity (business or person) delivering the services or goods to AHV in return for financial compensation from AHV.</p> <p>That external entity may include sub-contractors engaged to assist in the delivery of goods and services.</p>
Contract Management and Contract Administration	<p>The terms contract management and contract administration are often used interchangeably to describe the process of creating, implementing and managing contracts. For the purposes of this policy, contract management refers to the overarching contracting process that can include activities in the pre-award, award (execution), and post-award phases of the procurement process.</p> <p>Contract administration refers to all activities that take place after the contract is awarded. The processes and activities involved in contract administration vary depending on the complexity of the goods or service that is being procured.</p> <p>Key Activities (Contract Administration):</p> <ul style="list-style-type: none"> • Ensuring all required documentation is recorded and tracked (e.g., insurance, certificates); • Managing approvals and signatures; • Organising meetings with contractor; • Communicating contract details to relevant stakeholders; • Setting up systems for contract performance tracking; and • Documenting renewals, extensions, or closeout activities. <p>Key Activities (Contract Management):</p> <ul style="list-style-type: none"> • Monitoring contractor performance; • Managing contract changes or amendments; • Tracking deliverables, timelines, and milestones; • Managing risks and resolving disputes; • Ensuring compliance with terms; and • Maintaining records for audits and reviews.
Contract management system	The processes and systems in place for managing contract creation, execution and analysis to maximise operational and financial performance of an organisation, while reducing financial and reputational risk.
Contract Execution	An executed contract is a legal document that has been signed off by authorised representatives of the parties to bind the parties for the contract to become effective.

10. Policy log

Version	Approval date	Approved by	Changes	Review Date
1	7 October 2021	Board	New Policy	June 2023
2	12 June 2025	Board	Various	June 2028

Appendix A

The following matrix summaries common contract clauses and what they mean and applicability to the service type. This is a guide only, specific contracts may differ from below.

Matrix summary

- ✓✓✓ - Important and must be addressed in the contract / agreement
- ✓✓ - Important good to have.
- ✓ - Good to have but will have minor implication.
- ☒ - Not important to consider or not applicable to this type of contract

Clause	Summary	Type of Goods / Service / Works				
		Works / capital	Service (Maintenance)	Design / Engineering consultancy	Service Professional	IT and Technology
Claims procedures	What is the procedure if a claim is made?	✓✓✓	✓✓	✓✓	✓	✓
Damages: liquidated and unliquidated ('general') damages	The normal remedy for a breach of contract is money (damages). With liquidated damages (LDs) ensure that the daily amount chosen is a genuine pre-estimate of the loss at the date of signature	✓✓✓	☒	☒	☒	✓
Data security	What are the parties' obligations regarding data protection / security / cybersecurity including privacy and Notifiable Data Breach?	☒	✓✓	✓✓✓	✓✓	✓✓ ✓
Defect liability	What is the liability if there are defects and for how long will this liability last?	✓✓✓	☒	☒	☒	✓
Dispute resolution	What are the ways that can be used to resolve disputes?	✓✓✓	✓✓	✓✓	✓✓	✓✓✓
Entire agreement clause	Is the entire agreement in the document?	✓✓✓	✓✓	✓✓	✓✓✓	✓✓✓
Extensions of time	Under what circumstances can the contractor be allowed an extension of time to deliver the agreed deliverables?	✓✓✓	✓✓	✓✓	✓✓	✓✓
Force majeure	What is the effect on the agreement due to delayed performance caused by	✓✓✓	✓✓	✓✓	✓✓	✓✓✓

Clause	Summary	Type of Goods / Service / Works				
		Works / capital	Service (Maintenance)	Design / Engineering consultancy	Service Professional	IT and Technology
	events beyond the control of the parties?					
Indemnities	What risks has AHV transferred to the contractor/supplier/vendor?	✓✓✓	✓✓✓	✓✓✓	✓✓	✓✓✓
Insurances	What insurance cover is the insurer providing?	✓✓✓	✓✓✓	✓✓✓	✓✓✓	✓✓✓
Intellectual property rights (IPR)	How will the contract affect ownership of the IPR (intellectual property rights)?	✓✓	✓	✓✓✓	✓	✓
Latent conditions	Are there any site latent conditions that may affect the contract (for example, rock, or inclement weather condition)?	✓✓✓	☒	☒	☒	☒
Liabilities (especially caps)	What risks has the contractor / supplier limited or excluded?	✓✓✓	✓✓	✓✓✓	✓	✓✓✓
No subcontracting / assignment	Can the contractor/supplier subcontract or assign the contract?	✓✓✓	✓✓	✓✓✓	✓✓✓	✓✓✓
Notices	What is the method of serving notices?	✓✓✓	✓✓	✓	✓✓	✓
OHS (operational health and safety) / WHS (Work health safety)	What are the OHS/WHS requirements of the contract?	✓✓✓	✓✓✓	✓	✓	✓✓
Ownership of materials (inc. PPSA)	What have the parties agreed to regarding ownership of materials?	✓	✓	✓✓✓	✓	✓
Payment	How and when is payment to be made?	✓✓✓	✓✓✓	✓✓✓	✓✓✓	✓✓✓
Practical completion	How do you define practical completion?	✓✓✓	✓	✓	✓	✓✓
Pricing	How is price determined and notified (clarify GST situation)	✓✓✓	✓✓✓	✓✓✓	✓✓✓	✓✓✓
Securities & guarantees	What performance guarantees and undertakings have been given?	✓✓✓	☒	☒	☒	✓✓✓
Service levels and KPIs	What are the service levels/KPIs? Is there a requirement for continuous	☒	✓✓✓	☒	✓✓	✓✓✓

Clause	Summary	Type of Goods / Service / Works				
		Works / capital	Service (Maintenance)	Design / Engineering consultancy	Service Professional	IT and Technology
	improvement?					
Specifications / scope of work	What are the details of the deliverables or scope of work?	✓✓✓	✓✓✓	✓✓✓	✓✓✓	✓✓✓
Step in rights	When can the principal (buyer) remove the contractor and step in, and how is this done?	✓✓✓	✓✓	✓✓	✓✓	✓✓
Subcontractor management	What is expected from subcontractors?	✓✓✓	✓✓✓	✓	✓	✓
Subcontractor payment.	How and when do we need to pay subcontractors?	✓✓✓	✓✓✓	✓✓	✓✓	✓✓
Termination (for cause and 'at will', that is 'for convenience')	Can we terminate if a contractor/supplier has breached a clause in the contract, and if so, what do we need to do? Also are we able to terminate at any time, that is "at our convenience", without there being a breach of a clause in the contract?	✓✓✓	✓✓✓	✓✓	✓✓	✓✓✓
Time bars on payment	By when do invoices need to be submitted?	✓✓✓	✓	✓✓✓	✓	✓✓✓
Variations	How can the agreement be varied?	✓✓✓	✓✓	✓✓	✓✓	✓✓
Warranties.	Will the contractor / supplier repair, replace or rework the deliverable if it is faulty?	✓✓	✓✓✓	☒	☒	✓✓✓