

Please email all invoices for Bupa to apinvoices@bupa.co.nz and ensure you put the Purchase Order/Works Order Number in the email subject line.

Please send all statements and enquiries to: payables@bupa.co.nz

Bupa Care Services NZ Limited Works Order Terms and Conditions - Trades

Last updated: June 2026

1. SCOPE

1.1 This agreement (**Agreement**) comprises these general terms and the relevant works order (**WO**) issued under the C365 Platform upon Bupa Care Services NZ Limited (**Bupa**) accepting the contract price proposed by the party named in the WO (**Contractor**) in response to a Works Request issued by Bupa. The WO includes any documents attached to, or referenced in, the WO, but excludes any terms or conditions provided by the Contractor.

1.2 This Agreement applies to any performance of works (which includes the supply and installation of materials) specified in a WO (**Works**), except where Bupa and the Contractor have agreed in writing that separate bespoke terms and conditions apply between them (including by entering into a Master Services Contract – Minor Works) (**Bespoke Terms**). If there is any inconsistency between this Agreement and the Bespoke Terms, the Bespoke Terms shall prevail.

1.3 This Agreement commences on the date of issue of the WO and (unless terminated earlier) will end on the date on which all obligations under the relevant WO have been performed. After expiry or termination of this Agreement, Bupa may still enforce any rights against the Contractor in respect of obligations that arose during the term of the Agreement.

1.4 Bupa is under no obligation to contract for services exclusively from the Contractor and may engage other contractors to perform services similar to those provided by the Contractor.

2. PERFORMANCE OF WORKS

2.1 The Contractor must:

- (a) commence the Works on the commencement date specified in the WO or as soon thereafter as Bupa makes the relevant Bupa site (**Site**) available;
- (b) perform the Works at the time and Site specified in the WO and in accordance with any instructions specified in the WO;

(c) complete the Services by the completion date specified in the WO, time being of the essence;

(d) provide all services, labour, materials, plant, temporary works, transport and everything necessary to undertake and complete the Works except for any Bupa supplied items as stated in the WO, and not substitute any product or materials specified in the drawings or specifications provided with any WO without Bupa's prior written approval;

(e) proceed with the Works with the level of care, skill and diligence that would reasonably be expected from an experienced contractor, promptly and efficiently, and in a proper and workmanlike manner and must complete the Works in accordance with this Agreement and the relevant WO by the due date for completion;

(f) perform the Works in accordance with good industry practice;

(g) ensure the Works are free from defects in respect of any items constructed, installed or designed in the course of the Works;

(e) ensure the Works are safe and without risk to the health and safety of persons who use or make use of the Work;

(f) ensure the Works on completion are fit for the purpose for which they are intended as can reasonably be ascertained from the WO and meet all specifications or requirements set out in the WO (which will include all details in Bupa's Works Request and the Contractor's response to that Works Request);

(g) ensure that all materials delivered to Site and incorporated in the Works are of good quality, and are new and unused (unless Bupa has authorised the use of materials that are used but are fit for purpose);

(h) the Works are performed in accordance with all applicable laws and codes of practice and comply with the requirements of all relevant authorities and with all relevant statutes, regulations and by-laws of relevant authorities;

(i) obtain and maintain all licences, approvals and authorisations required to perform the Works; and

(j) otherwise comply with all reasonable directions and requirements of Bupa.

2.2 The Contractor is not entitled to exclusive possession of the Site and must co-operate with representatives of Bupa, separate contractors, or other third parties. For clarity, the Contractor shall be deemed to be in control of the specific area of the Site they have been authorised to undertake the Works when performing the Works. The Contractor will perform its obligations under the WO so as to minimise disruption to, or material adverse impact on, any part of Bupa's business or operations (except to the extent expressly agreed in writing with Bupa).

2.3 The Contractor represents, warrants and undertakes at the date of each WO and on a continuing basis that in respect to the Works:

(a) the Contractor has sufficient resources (including personnel, plant and equipment) to carry out and complete the Works, and all plant and equipment has been and will be properly maintained in good working order;

(b) the Contractor has, and its personnel have, the requisite skill and experience to carry out and complete the Works and hold all licences and/or certifications required by law or any industry body to perform the Works;

(c) the Contractor has undertaken all diligence it requires in order to plan and carry out and complete the Works and that accordingly its prices and estimates are robust and may be relied upon by Bupa;

(d) the Contractor has not relied on any representation made by Bupa which has not been stated expressly in this Agreement;

(e) all materials used in relation to, or incorporated into, the Works are new and of merchantable quality, fit for purpose, and meet a high standard in accordance with industry best practice (except where otherwise agreed in writing with Bupa);

(f) the completed Works will be free from defects in design, materials and workmanship, will conform in all material respects with the description of those Works in the relevant WO and any specifications in the WO, will be fit for their intended use and purposes as described in the WO and will comply with all applicable standards set out in any law, regulations and industry codes of practice, including the New Zealand Building Code.

2.4 The Contractor guarantees that the Works will be free from defects for 3 months from the date that Bupa confirms in writing that the Works are practically complete (**Practical Completion**), or such other period recorded in the WO (**Defects Liability Period**). Until the end of the Defects Liability Period the Contractor must promptly remedy all defects (including omissions) in the Works (including in the materials) to the fullest extent permitted by law. Without limiting that, the Contractor shall at its cost undertake all maintenance required by Bupa to be undertaken to the Works before the end of the Defects Liability Period.

2.5 If Bupa notifies the Contractor of a defect within the Defects Liability Period, and the Contractor fails to remedy such defects or undertake the required maintenance within the timeframe reasonably requested by Bupa, then Bupa may carry out the remedial works or maintenance itself and deduct the cost of carrying out those works or maintenance from any amount owing to the Contractor under any WO and/or recover any amount outstanding as a debt.

2.6 The Contractor must display the WO number on all packages, invoices and correspondence.

3. TITLE AND RISK

3.1 Property in the materials passes to Bupa once the materials have been incorporated into the Works or upon any earlier payment for those materials. The Contractor warrants that it has good title to all materials delivered to Site and incorporated in the Works.

3.2 The Contractor is responsible for care of the Works and all plant or materials awaiting incorporation into the Works, from the time it obtains possession of the Site until Works are complete and acknowledged as signed off by Bupa.

4. CONTRACT PRICE AND PAYMENT

4.1 The price for the Works (**Contract Price**) will be:

(a) where the WO sets out an estimated contract price, the actual cost of the Works (calculated by reference to the time taken for the Contractor to complete the Works and the Contractor's agreed schedule of rates) and the costs of materials plus the margin agreed in writing between the parties; or

(b) the fixed price specified in the Works Order for the Works generated through the C365 platform.

4.2 The Contractor must provide valid tax invoices to Bupa in accordance with Bupa's requirements. All figures in this Agreement are expressed in NZD and are exclusive of GST, unless specified otherwise.

4.3 Following Practical Completion of the Works (or at intervals specified in the WO), the Contractor will send Bupa a tax invoice for the Contract Price that complies with the Goods and Services Tax Act 1985. Bupa shall pay any undisputed invoice to the Contractor on the 20th day of the month following the month in which Bupa received the invoice.

4.4 Bupa may set off any amounts owing by the Contractor against any amounts payable to the Contractor.

5. VARIATIONS

5.1 Where Bupa issues a variation and the Contractor accepts it, the Contractor must carry out such variation to the Works as agreed. The Contractor must not vary the Works without an instruction in writing from Bupa.

6. HEALTH AND SAFETY

6.1 The parties will comply, and will co-operate, consult and co-ordinate with each other to enable each of them to comply, with their respective obligations under all applicable health and safety laws.

6.2 The Contractor must provide to Bupa any information requested from time to time to enable Bupa to comply with its health and safety obligations.

6.3 The Supplier shall promptly notify Bupa of any incident, notifiable event, regulatory investigation or safety issue arising in connection with the Goods or Services.

7. INTELLECTUAL PROPERTY

7.1 The ownership of all intellectual property rights in all drawings, plans, designs, specifications, WOs, presentations, project management materials, emails, data or any other material used in the execution of the Works (however recorded or stored) or otherwise the performance of this Agreement or any WO is and will be the exclusive and absolute property of Bupa. To the extent that intellectual property rights do not automatically vest in Bupa, the Contractor assigns all such intellectual property rights to Bupa upon creation. The Contractor must promptly advise Bupa of any actual or potential beneficial modification, improvement or development in relation to the intellectual property rights.

7.2 The Contractor warrants that it will not breach any third party's intellectual property rights in connection with the provision of the Works. The Contractor indemnifies Bupa against any losses or liabilities suffered or incurred by Bupa in respect of any action, suit, claim, demand, cost or expense arising in connection with any third-party claim that the Works, infringe any third party's rights.

8. CONFIDENTIALITY AND PRIVACY

8.1 Except as is required by law or any regulatory authority (including any applicable stock exchange), each Party must:

(a) keep confidential all information that is either identified as, or would reasonably be expected to be, proprietary, confidential or commercially sensitive (**Confidential Information**) and maintain effective security measures to protect the Confidential Information;

(b) not use the Confidential Information except as required for the purposes of this Agreement; and

(b) not, without the prior written consent of the other, disclose any such Confidential Information to any third party, except its legal and professional advisors (on a confidential basis) or as required by law.

8.2 The Contractor will comply in all respects with the Privacy Act 2020. The Contractor must not transmit or process any Personal Information (as defined in the Privacy Act 2020) acquired from Bupa under this agreement in a jurisdiction which is outside New Zealand without the prior written consent of Bupa.

9. INSURANCE

9.1 During this Agreement, the Contractor must maintain public liability insurance of at least \$10,000,000 per occurrence and motor vehicle insurance of at least \$2,000,000 per occurrence, and insure the Contractor's plant and equipment, on terms reasonably acceptable to Bupa. The Supplier shall provide evidence of such insurance upon request and shall maintain such insurance for the duration of the Services and any applicable defects liability period.

9.2 Despite anything else in this Agreement, the Contractor must maintain insurance cover that is at least adequate to cover the Contractor's potential liability under this Agreement.

10. LIABILITY

10.1 To the extent permitted by law, Bupa shall not be liable to the Contractor and all liability of Bupa is expressly excluded to the fullest extent permitted by law. Despite this clause, if Bupa is liable to the Contractor, the total aggregate liability (in contract, tort or otherwise) of Bupa will be limited to the amount Bupa pays to the Contractor in a 12 month period and Bupa will have no liability for any indirect or consequential loss.

10.2 The Contractor indemnifies Bupa against:

- (a) any actions, claims, proceedings, costs, losses and damages suffered by Bupa which may arise out of, or in consequence of the construction of, or remedying of defects in the Works;
- (b) any liability incurred by Bupa in respect of injuries to persons or damage to property which may arise out of, or in consequence of the construction of, or remedying of defects in the Works; and
- (c) any costs Bupa may incur in respect of that loss or liability.

10.3 The Contractor's liability to indemnify Bupa under clause 10.2 shall not extend to any loss, liability or cost in respect of:

- (a) any act or omission of Bupa, or of any other persons for whose acts or omissions Bupa is, as between the Contractor and itself, responsible; and
- (b) any fault, defect, error or omission in the design of the Works for which the Contractor is not responsible under the Agreement.

11. RECORDS AND TECHNICAL INFORMATION

11.1 The Contractor must keep full records and documentation, including financial records, in relation to the Works, each WO and this Agreement (**Records**) and provide copies of the Records to Bupa on reasonable request.

11.2 The Contractor will promptly provide Bupa with a copy of all technical plans and diagrams in relation to Sites that the Contractor prepares or obtains in connection with

performing the Works and provide any updates to such plans resulting from the Works (for example, electrical plans for any unit in which the Contractor carries out Works). On written request from Bupa, the Contractor will share copies of all such technical plans and diagrams relating to the Sites that the Contractor holds in its records.

12. TERMINATION

12.1 Bupa may terminate this Agreement (and the relevant WO) at any time by giving no less than 10 working days' notice to the Contractor.

12.2 Bupa may immediately terminate this Agreement (and the relevant WO) by notice in writing if the Contractor:

(a) commits a material breach of this Agreement; or

(b) does something, or fails to do something, that, in Bupa's opinion, brings Bupa's reputation into disrepute.

12.3 The termination or expiry of this Agreement will not affect any liabilities of either party accrued prior to that termination or expiry. Any terms of this Agreement that are intended to survive termination will survive termination or expiry.

13. DISPUTE RESOLUTION

13.1 The parties must use their best endeavours in good faith to resolve any dispute or difference that arises under this Agreement.

13.2 All disputes that are unable to be resolved by the parties within 10 business days of one party giving written notice of the dispute to the other party may be referred by either party for determination by an independent expert, and the following shall apply:

(a) The independent expert shall be a person with suitable professional qualifications and expertise having regard to the nature of the dispute or difference.

(b) Should the parties be unable to agree upon the appointment of the independent expert either party may apply to the President for the time being of the Arbitrators' and Mediators' Institute of NZ to make the appointment.

(c) Each party will bear its own costs in respect of any determination by the independent expert, and shall pay one-half of the independent expert's costs.

14. GENERAL

Amendment

14.1 No amendment to this Agreement will take effect unless it is approved in writing by both parties (and where the amendment relates to a Variation, a WO amendment notification has been issued by Bupa).

Assignments and transfers

14.2 The Contractor must not assign, subcontract or transfer any of its rights or obligations under this Agreement (including by change of control) without the prior written approval of Bupa. Where Bupa has consented to subcontracting by the Contractor, the Supplier shall at all times remain responsible for the acts and omissions of any subcontractor.

Entire agreement

14.3 This Agreement contains the entire agreement of the parties and supersedes all previous discussions and agreements of the parties on this subject matter.

Contractor's terms not to apply

14.4 To the extent that the Contractor's terms and conditions are supplied to Bupa, those terms and conditions will be of no legal effect and will not constitute part of the Agreement.

Governing law and jurisdiction

14.5 This Agreement is governed by the law of New Zealand. The parties submit to the non-exclusive jurisdiction of the courts of New Zealand.

Independent contractor status

14.6 The Contractor remains in all respects an independent contractor and not an employee, agent or partner of Bupa.