LOMA



PRELIMINARY SUB-CONTRACTOR AGREEMENT PACK

WELCOME

TO THE LUOMA NETWORK

AT LUOMA, WE BUILD DIFFERENTLY.

We specialise in luxury residential and multi-residential construction projects across Queensland and New South Wales where design intent, execution quality, and delivery outcomes genuinely matter. We are selective about the work we take on, and equally selective about the people we work with.

Our sub-contractors are not a commodity.

They are an extension of our delivery standard, our reputation, and our commitment to every client we work with.

If you are downloading this pack, it is because you believe you have the capability and professionalism to be part of that, and we want people like you.

THE LUOMA LEADERHIP TEAM

JACKSON EMBLEM	Partner/ Construction Manager
NIKKI CIVITARESE	Partner/ Senior Project Manager
JACOB WILLIAMS	Senior Project Consultant

WHAT WE EXPECT FROM OUR SUB-CONTRACTORS

We run structured, well-planned sites. We communicate clearly, pay on time, and hold ourselves to a high standard – and we expect the same in return. That means showing up prepared, working safely, producing quality outcomes, and engaging honestly when issues arise.
There is no room on a Luoma site for shortcuts, poor communication, or compromised workmanship.

WHAT YOU CAN EXPECT FROM US

Clear scopes before you start. Decisions made early so you are not waiting on site. A professional, organised project team. Fair and timely payment. And a genuine commitment to building long-term working relationships with trades who perform.

THIS PACK

Please complete all documents in full and return them to us before your first engagement. This is not a formality, it is the foundation of how we work together.
Incomplete submissions will delay your onboarding.

01 Preliminary Sub-Contractor Agreement

02 Sub-Contractor Registration Form

03 Insurance & Licence Declaration

04 H&S Pre-Qualification Checklist

If you have any questions, contact us directly.

JACKSON EMBLEM
Director / Construction Manager
jackson@luoma.com.au
0415 496 770

Preliminary Sub-contractor Agreement

This Preliminary Sub-Contractor Agreement ("Agreement") is entered into between:

PRINCIPAL:

Luoma Pty Ltd
ABN: 68 682 312 929
1/ 2216 Gold Coast Highway, Mermaid Beach
QLD 4218

SUB-CONTRACTOR:

Company/ Trading Name:_____

ABN:_____

Address:_____

Together referred to as the "Parties".

1. PURPOSE

1.1 This Agreement sets out the preliminary terms under which the Sub-Contractor will provide services to Luoma on a project-by-project basis.

1.2 This Agreement does not guarantee the Sub-Contractor a specific volume of work. Each project engagement will be confirmed in writing via a separate Scope of Works and Purchase Order.

1.3 This Agreement remains in force for a period of 24 months from the date of execution, unless earlier terminated by either party in writing.

2. SCOPE OF WORKS

2.1 The scope of works for each engagement will be defined in a written Scope of Works document issued by Luoma prior to commencement.

2.2 No works shall commence without a signed Scope of Works and an issued Purchase Order.

2.3 Variations to the scope must be requested in writing and approved by Luoma prior to commencing the varied works.

2.3A Approval Requirement

The subcontractor agrees that only an authorised Luoma representative can approve variations and works and no variation shall be valid unless:

- Submitted in writing
- Approved in writing by an authorised Luoma representative

Authorised representatives are:

- Luoma Building Supervisors
- Luoma Project Managers

Verbal discussions or site instructions are not approval.

2.3B Proceeding Without Approval

If the Contractor proceeds with variation works without written approval:

- The Contractor waives all rights to claim additional costs or time

2.3C Variation Pricing
All variations must be priced and agreed upon prior to commencement.
If pricing is not agreed:
- Luoma may direct works at reasonable market rates, or
- Decline the variation entirely

2.4 The Contractor shall perform all works and/or supply materials in accordance with:
- Issued drawings
- Specifications
- BOQs
- Schedules
- RFIs
- Written directions issued by Luoma

2.5 The Contractor acknowledges:
- It has fully reviewed all documentation prior to accepting the PO

It has allowed for all labour, materials, coordination, access, and works necessary to complete the scope

2.6 The contract sum includes all works:
- Reasonably inferable from the documentation
- Necessary for the proper completion of the works

No claim shall arise for:
- Omissions
- Ambiguities
- Misinterpretation

All trade coordination shall be carried out through the Luoma Building Supervisor.

2.7 All project-specific commercial terms, including pricing, payment, variations, program obligations, and risk allocation, are governed solely by the issued Purchase Order and Luoma Purchase Order Terms & Conditions. In the event of any inconsistency, the Purchase Order shall prevail.

3. PAYMENT TERMS

3.1 Progress claims must be submitted in accordance with the Building Industry Fairness (Security of Payment) Act 2017 (QLD) or the Building and Construction Industry Security of Payment Act 1999 (NSW), as applicable.

3.2 Luoma will assess and process payment within 14 calendar days of receiving a valid invoice or progress claim.

3.3 Payment will be made by electronic funds transfer to the bank account nominated on the Sub-Contractor Registration Form.

3.4 Luoma reserves the right to withhold payment for works that do not meet the required standard until defects are rectified.

4. INSURANCE REQUIREMENTS

The Sub-Contractor must hold and maintain the following insurances throughout the term of any engagement and
provide certificates of currency prior to commencement of works:

Insurance Type	Minimum Cover	Required By
Public Liability Insurance	$10,000,000.00	Commencement
Workers Compensation	As required by law	Commencement
Professional Indemnity (if applicable)	$5,000,000.00	Commencement
Plant & Equipment (if applicable)	Replacement value	On-site use

5. LICENCE & REGISTRATIONS

5.1 The Sub-Contractor warrants that they hold all licences and registrations required by law to carry out the works, including but not limited to a current QBCC Contractor Licence and/or NSW Fair Trading Contractor Licence as applicable.

5.2 Copies of all relevant licences must be provided with this Agreement and updated immediately upon renewal.

5.3 The Sub-Contractor must notify Luoma immediately if any licence or registration lapses, is suspended, or is cancelled.

6. WHS OBLIGATIONS

6.1 The Sub-Contractor must comply with all applicable Work Health and Safety legislation, including the Work Health and Safety Act 2011 (QLD/NSW) and associated Regulations and Codes of Practice.

6.2 The Sub-Contractor must provide a current Safe Work Method Statement (SWMS) for all high-risk construction work prior to commencement.

6.3 All workers engaged by the Sub-Contractor must hold a current Construction Induction Card (White Card) and any trade-specific safety requirements.

6.4 The Sub-Contractor must comply with Luoma Site Safety Induction requirements prior to commencing works on any Luoma site.

6.5 Luoma reserves the right to remove any worker from site who fails to comply with safety requirements.

7. QUALITY OF WORKS

7.1 All works must be completed in a proper and workmanlike manner, in accordance with the Scope of Works, approved drawings, and relevant Australian Standards and any approved QA documentation.

7.2 The Sub-Contractor is responsible for rectifying any defective or incomplete works at their own cost.

7.3 A defects liability period of 12 months applies from the date of practical completion of the Sub-Contractor's works unless specified otherwise or required under relevant scope.

8. CONFIDENTIALITY

8.1 The Sub-Contractor must keep confidential all information relating to Luoma's clients, projects, pricing, methods, and business operations.

8.2 The Sub-Contractor must not make contact with Luoma's clients directly without prior written consent from Luoma.

9. CONDUCT & COMPLIANCE

9.1 The Sub-Contractor and their workers must conduct themselves professionally at all times on Luoma sites and when dealing with Luoma clients, consultants, and trades.

9.2 The Sub-Contractor must comply with all site rules, Luoma's delivery standards, and any reasonable direction given by Luoma's site management team.

10. TERMINATION

10.1 Either party may terminate this Agreement by providing 14 days' written notice.

10.2 Luoma may terminate this Agreement by providing a 24 hour notice for any individual project terminations.

10.3 Luoma may terminate this Agreement immediately and without notice if the Sub-Contractor breaches any material term of this Agreement, fails to comply with safety requirements, or has its licence or registration cancelled.

10.4 Upon termination, the Sub-Contractor is entitled to payment for works satisfactorily completed up to the date of termination only.

11. GOVERNING LAW

11.1 This Agreement is governed by the laws of Queensland, Australia. In the event of a dispute, the parties agree to attempt to resolve the matter through good-faith negotiation before pursuing any formal dispute resolution process.

Execution

By signing below, both parties agree to the terms of this Preliminary Sub-Contractor Agreement.

For and on behalf of Luoma Pty Ltd

Signed:_____

Full Name:_____

Position:_____

Date:_____

For and on behalf of Sub-Contractor

Signed:_____

Full Name:_____

Position:_____

Date:_____

DOCUMENT 02

SUB-CONTRACTOR REGISTRATION FORM

Sub-Contractor Information & Payment Details

Complete every section applicable to your business, sign the declaration, and return this form with your licence and insurance documents to invoices@luoma.com.au before your first engagement. Works cannot be scheduled, and invoices cannot be paid, until Luoma has received this form complete.

INVOICING LUOMA — OUR DETAILS FOR YOUR TAX INVOICES

- **Issue all tax invoices to:** Luoma Pty Ltd, ABN 68 682 312 929 (ACN 682 312 929)
- **Address:** 1/2216 Gold Coast Highway, Mermaid Beach QLD 4218
- **Email invoices only to:** invoices@luoma.com.au — invoices sent to Site Supervisors or Project Managers will not be accepted
- **Every invoice must:** quote the Luoma project reference ID and Purchase Order number, and CC the Building Supervisor
- **Valid tax invoice:** as defined by current ATO legislation, including your ABN and GST
- **Payment terms:** 14 calendar days from receipt of a valid invoice, by EFT to the account nominated below

SECTION A — COMPANY DETAILS

Company / Trading Name: _____

ABN: _____ ACN (if applicable): _____

Registered Address: _____

Postal Address (if different): _____

Registered for GST: _____

SECTION B — ACCOUNTS CONTACT

Contact Name: _____ Position: _____

Account Email: _____ Phone: _____

SECTION C — BANK DETAILS FOR PAYMENT

Bank Account Name: _____

Financial Institution: _____ BSB: _____

Account Number: _____

DOCUMENT 02

SUB-CONTRACTOR REGISTRATION FORM

SECTION D — LICENCES (COMPLETE EVERY LICENCE YOU HOLD; ATTACH A COPY OF EACH)

QBCC Contractor Licence No.: _____ Class: _____ Expiry: _____

NSW Contractor Licence No.: _____ Class: _____ Expiry: _____

Electrical Licence No.: _____ Gas Licence No.: _____

Plumbing Licence No.: _____ Other: _____

SECTION E — INSURANCE (ATTACH A CERTIFICATE OF CURRENCY FOR EACH POLICY)

Minimums: Public Liability $10,000,000 · Workers' Compensation as required by law · Professional Indemnity $5,000,000 where applicable.

Insurance Type	Insurer	Policy No.	Cover Amount ($)	Expiry
Public Liability *				
Workers' Comp / PA *			As required by law	
Professional Indemnity				
Plant & Equipment				

SECTION F — INVOICE FACTORING / ASSIGNMENT

Are your invoices assigned or factored to a third party (e.g. invoice finance)? No Yes

If yes, complete the payee details below and attach the Notice of Assignment when returning this form.

Payee Name: _____ Payee ABN: _____

Payee BSB: _____ Payee Account No.: _____

SECTION G — DECLARATION

I declare the information provided in this form is true and correct and I am authorised to provide it on behalf of the business named in Section A. I understand that if any licence or insurance policy declared here lapses, is suspended or is cancelled, I must notify Luoma immediately, and that failure to maintain required licences and insurances may result in suspension from Luoma sites.

Full Name: _____ Position: _____

Signature: _____ Date: _____

Information collected on this form is used for sub-contractor onboarding and payment and is held in Luoma Pty Ltd's systems. Contact invoices@luoma.com.au for access or correction. Return this form with attachments to invoices@luoma.com.au.

PART C - DECLARATION & SIGNATURE

I/We declare that all information provided above is true and correct.
I/We understand that if any licence or insurance lapses, I/we must notify Luoma immediately.
I/We acknowledge that failure to maintain required insurances and licence may result in immediate suspension from Luoma sites.

Company Name: _____

Authorised Signatory: _____

Signature: _____

Date: _____