



# the outside perspective

## QBCC Level 1 Renovation, Extension and Repair Contract

Thank you for choosing The Outside Perspective, the following document prepared by the QBCC and provided to you as a courtesy, is for use on renovation, extension and repair works carried out in Queensland valued between \$3,301 and \$19,999.

### CREATING HOMES.

Building design should reflect the lifestyle of the people living in it. Not follow trends. We believe that good building design should not scream at you, but fade into the background and allow your individual style to shine through. The team at The Outside Perspective, a Brisbane drafting and building design studio, are driven to help you create the perfect living spaces. We will guide you through the process to ensure the best result.

We have a strong design focus that aims to merge the clients ideas with sustainable design principals and build-ability to create the best possible outcome for the client and the project site.

Whether you are building a new home, renovating or extending an older one or you want something as simple as a deck or carport. The Outside perspective will design a solution and produce all the documentation you will need to make your vision a reality.

From concept drawings, through to final council certification, The Outside Perspective can provide you with all the support you need to complete your project with ease.



#### NEW HOMES

Every site is different & every client is different, so shouldn't every house be different too? We work closely with you to design your dream home. We have exceptional attention to detail and produce the highest quality drafting documentation, making your new building project simple and straight forward.



#### EXTENSIONS & RENOVATIONS

Do you love where you live but your house isn't working? You might just want a deck or somewhere to park the car... or a complete overhaul. We offer a drafting and design service that works with you and your house to achieve the best possible outcome. We will analyse your lifestyle and make renovation recommendations to help maximise your property investment.



#### COMMERCIAL FIT-OUTS

We can help you update your office to better reflect your business so your office becomes a place you WANT to go to.



#### INTERIOR CABINETRY DESIGN

Want a new kitchen that's just a bit different to everything else around? Don't want to leave the design up to the cabinet maker? We provide a service to design any of your cabinetry needs.



#### 3D DESIGN & DOCUMENTATION

Hand drawn plans are beautiful, (if you have a set don't throw them out) but this is the 21st century and people are expecting more from their designers. We produce all our documentation in a program called REVIT. It's all 3D. We don't just draw we model, so you can be confident that what we design is what you want before it goes to site.



#### SUPPORT DRAFTING

Are you an Architect or building designer who has too many projects for your office to cope with? We can help. The Outside Perspective are experts at producing high-quality drafting and design documentation so you can be assured no detail will be missed. We can provide one-off project support or ongoing outsourced drafting services.

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## QBCC LEVEL 1 RENOVATION, EXTENSION AND REPAIR CONTRACT (FOR CONTRACTS \$3,301 - \$19,999)

This Contract is recommended for minor renovations, extensions, improvements and routine repairs of a home (including a house, duplex or unit), or associated work (e.g. landscaping, construction of a retaining wall, pool or spa, driveway, fencing, etc.), where the contract price is more than \$3,300 but less than \$20,000.

- For renovations, extensions, improvements and repairs priced at \$20,000 or more the **QBCC Level 2 Renovation, Extension and Repair Contract** is recommended.
- For repairs of any value arising from natural disasters, the **QBCC Natural Disaster Repairs Contract** is recommended.
- For construction of a new home, the **QBCC New Home Construction Contract** is recommended.

### THIS PACK CONTAINS:

- **Contractor's Booklet** (*includes General Conditions*)
- **Homeowner's Booklet** (*includes Contract Checklist and General Conditions*)
- **Schedules and Forms**
  - **Schedule for QBCC Level 1 Renovation, Extension and Repair Contract**
  - **Prime Cost Items and Provisional Sums Schedules**
  - **Form 1 - Extension of Time Claim and Owner's Response to Claim**
  - **Form 2 - Progress Claim**
  - **Form 3 - Notice of Dispute of Progress Claim**
  - **Form 4 - Variation Document**
  - **Form 5 - Defects Document**

DO NOT ACCEPT THIS PACK IF CONTENTS ARE INCOMPLETE

### WARNING FOR CONTRACTOR

Under Queensland law you must give the Owner a signed copy of the entire contract, including any plans and specifications, within 5 business days after you enter the contract. (Failure to do so may result in the Owner withdrawing from the contract or Compliance action by the QBCC).



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**CONTRACTOR'S BOOKLET**

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## GENERAL CONDITIONS

### 1. Definitions

- 1.1 In this Contract, unless the context otherwise requires, words and expressions in **bold** have the meaning defined or explained below:
- (a) “**Assessing Certifier**” means the private certifier or Local Government Authority responsible for granting the relevant building approvals and authorisations for the Contract Work.
  - (b) “**business day**” means a day that is not:
    - (i) a Saturday or Sunday; or
    - (ii) a public holiday, special holiday, or bank holiday in Queensland.
  - (c) “**Contract Price**” means the total price payable under this Contract for the Contract Work, including the Fixed Price Component and any allowances for Prime Cost Items or Provisional Sums, as adjusted under this Contract.
  - (d) “**Contract Work**” means all the work and supply of materials necessary for, and incidental to, the performance of the Contract in accordance with its terms, including any plans and specifications, and, unless expressly excluded, includes:
    - (i) work to make the Site accessible to the Contractor;
    - (ii) provision of any special equipment (including scaffolding where its use could reasonably be anticipated at the date of the Contract);
    - (iii) work to clear the Site for building;
    - (iv) set out of the Contract Work and survey if necessary;
    - (v) necessary structural retaining walls;
    - (vi) sewerage, draining and electrical connections;
    - (vii) provision of temporary water and power during construction; and
    - (viii) provision of clean up and disposal of waste material from the Site.
  - (e) “**Date for Practical Completion**” means the date stated in Schedule Item 7 or any extended date pursuant to this Contract.
  - (f) “**Date of Practical Completion**” means the date the Contract Work has reached Practical Completion.
  - (g) “**Finance Date**” means the date stated in Schedule Item 9 or, in the event no date is stated, the date 10 business days from the date of this Contract.
  - (h) “**Fixed Price Component**” means the sum stated in Schedule Item 1(a) of the Contract Price being the sum for which the Contractor must supply, in accordance with this Contract, everything necessary for the proper completion of the Contract Work other than the allowances (if any) for Prime Cost Items or Provisional Sums.
  - (i) “**Foundations Data**” means information about the building site required to prepare footings design and, if required, concrete slab design for the Site.
  - (j) “**Insolvent**” means:
    - (i) becomes insolvent or unable to pay that party’s debts; or
    - (ii) commits an act of bankruptcy; or
    - (iii) is made bankrupt; or
    - (iv) assigns assets for the benefit of creditors generally; or
    - (v) makes a composition or other arrangement with creditors; or
    - (vi) being a company, goes into liquidation or receivership.
  - (k) “**Practical Completion**” means the date upon which the Contract Work is completed in accordance with the requirements of this Contract, including Condition 4 and Condition 22, apart from minor omissions or minor defects.
  - (l) “**Practical Completion Stage**” means that stage of the Contract Work in which Practical Completion will be attained in accordance with this Contract.
  - (m) “**Prime Cost Item**” means any item noted in the *Prime Cost Items Schedule* being an item such as a fixture or fitting (e.g. tiles or tap fittings) –
    - (i) that has not been selected, or the price of which is not reasonably able to be ascertained, when the Contract is entered into; and
    - (ii) for the cost of supply and delivery of which a reasonable allowance is made in the Contract by the Contractor.
  - (n) “**Provisional Sum**” means any item noted in the *Provisional Sums Schedule* being an amount that is an estimate of the cost of providing particular contracted services (including labour and materials) for which the Contractor, after making all reasonable enquiries, cannot provide a definite price when the Contract is entered into (e.g. the removal of asbestos materials the extent of which is uncertain).

- (o) “**Relevant Criteria**” for materials means:
  - (i) generally accepted practices or standards applied in the building industry for the materials; or
  - (ii) specifications, instructions or recommendations of manufacturer’s or suppliers of the materials.
- (p) “**Site**” means the Site described in Schedule Item 4 where the Contract Work is to be performed.
- (q) “**Starting Date**” means whichever of the following dates occurs the latest:
  - (i) the Starting Date stated in Schedule Item 5; or
  - (ii) the day which is 10 business days after the issue of the plans duly approved by the Assessing Certifier (if approved plans are required); or
  - (iii) the day which is 10 business days after the Owner has satisfied its obligations under Condition 5.1.
- (r) “**Substantial breach by the Contractor**” includes, but is not limited to:
  - (i) failing to perform the Contract Work competently;
  - (ii) failing to provide materials which comply with this Contract;
  - (iii) unreasonably failing to replace or remedy defective work or materials;
  - (iv) unreasonably failing to perform the work diligently or unreasonably delaying, suspending or failing to maintain reasonable progress;
  - (v) failing to effect or maintain any insurance required by this Contract; and
  - (vi) failing to hold the current, active and appropriate licence or to have the authorities necessary to complete the Contract Work.
- (s) “**Substantial breach by the Owner**” includes, but is not limited to:
  - (i) failing to produce evidence of the Owner’s capacity to pay the Contract Price in compliance with Condition 5.7 of this Contract;
  - (ii) failing to pay any money due and owing to the Contractor within 5 business days of the receipt of a valid progress claim; and
  - (iii) substantially or persistently obstructing the Contractor in the performance of the Contract Work.

## 2. Price

- 2.1 The parties agree that the **Contract Price** stated in Schedule Item 1 comprises the following:
  - (a) **Fixed Price Component**; and
  - (b) **Prime Cost Items** Component (if any); and
  - (c) **Provisional Sum** Items Component (if any).
- 2.2 If the Contract includes allowances for **Prime Cost Items** and **Provisional Sum** Items, the amount of each allowance must be shown adjacent to the words ‘**Prime Cost Items**’ and/or ‘**Provisional Sums**’ in Schedule Item 1 and the Contractor must complete all details set out in the *Prime Cost Items Schedule* and/or *Provisional Sums Schedule* and give a copy of the Schedule/s to the Owner.
- 2.3 Where the Owner has not finalised its selection of a **Prime Cost Item**, the Owner must select the Item and notify the Contractor in writing of that selection in sufficient time to ensure that the performance of the **Contract Work** is not thereby delayed.
- 2.4 If the actual cost of a **Prime Cost Item** or **Provisional Sum** Item is more than the Contractor’s estimate, the Owner must pay the Contractor the increase, plus the margin (as stated in the *Prime Cost Items Schedule* or *Provisional Sums Schedule*) on the increase for the Contractor’s overheads and profits. If the actual cost of a **Prime Cost Item** or **Provisional Sum** Item is less than the Contractor’s estimate, the Contractor must deduct the difference, plus the margin, from the **Contract Price**.
- 2.5 The Contractor must provide the Owner with the invoice, receipt or other document showing the cost of the **Prime Cost Item** to the Contractor, or relating to the cost to the Contractor of the work for a **Provisional Sum** Item, before or when making the next progress claim under the Contract. The Contractor cannot seek payment for the Item until the next progress claim after the **Prime Cost Item** has been supplied and installed or the contracted services covered by the **Provisional Sum** have been completed.
- 2.6 The parties agree and acknowledge that all pricing, consideration and amounts otherwise payable under this Contract (including under any variation pursuant to Condition 16) have been or will be calculated on a **GST** inclusive basis.

### 3. Performance under the Contract

- 3.1 The Contractor must commence the **Contract Work** in compliance with the provisions of this Contract on or before the **Starting Date**.
- 3.2 The Contractor must diligently carry out the **Contract Work** and must not, except as permitted by this Contract, delay, suspend, or fail to maintain reasonable progress in the performance of the **Contract Work**.
- 3.3 The Contractor warrants that all drawings and specifications provided to the Owner by the Contractor have been or will be prepared with reasonable skill and care.
- 3.4 The Contractor shall, unless this Contract expressly provides otherwise, supply at the Contractor's cost and expense, everything necessary for the performance of the **Contract Work** and achieve **Practical Completion** of the **Contract Work** by the **Date for Practical Completion**. The Owner shall pay the Contractor the **Contract Price** in accordance with this Contract.

### 4. Warranties under Schedule 1B of QBCC Act

- 4.1 To the extent required by Schedule 1B of the QBCC Act the Contractor warrants that:
  - (a) the **Contract Work** will be carried out in an appropriate and skilful way and with reasonable care and skill and reasonable diligence;
  - (b) all materials supplied will be of good quality and suitable for the purpose for which they are used having regard to the **Relevant Criteria**, and that all materials used will be new unless this Contract expressly provides otherwise;
  - (c) the **Contract Work** will be carried out in accordance with all relevant laws and legal requirements including, for example, the *Building Act 1975*;
  - (d) the **Contract Work** will be carried out in accordance with any plans and specifications which form part of the Contract and any other Contract documents described in Schedule Item 13;

- (e) if the **Contract Work** consists of the erection or construction of a detached dwelling to a stage suitable for occupation or is intended to renovate, alter, extend, improve or repair a home to a stage reasonably suitable for occupation, that the detached dwelling or home will be suitable for occupation when the **Contract Work** is finished; and
- (f) any estimate of **Provisional Sums** or **Prime Cost Items** included in the Contract has been calculated with reasonable care and skill, having regard to all the information reasonably available when the Contract is entered into (including information about the nature and location of the building site).

### 5. Evidence of title, boundaries and capacity to pay

- 5.1 This Contract is subject to the Owner providing the Contractor by the **Finance Date** with written evidence, satisfactory to the Contractor, of the Owner's capacity to pay the **Contract Price**.
- 5.2 If by the **Finance Date** the Contractor is not satisfied by the Owner's capacity to pay the **Contract Price**, the Contractor may, no later than 5 **business days** after the **Finance Date**, give written notice to the Owner that the Contract is at an end.
- 5.3 If the Owner provides no written evidence as to its financial capacity by the **Finance Date**, or advises the Contractor in writing by the **Finance Date** that it does not have the capacity to pay the **Contract Price**, this Contract is at an end.
- 5.4 If this Contract is ended under this Condition, the Contractor must, subject to Condition 5.5, immediately refund to the Owner any deposit or other money paid by the Owner to the Contractor.
- 5.5 The Contractor may deduct from the refund only those costs incurred or paid with the Owner's previous authorisation as follows:
  - (a) fees paid by the Contractor to another person for the **Foundations Data** (if required for the **Contract Work**);
  - (b) fees paid by the Contractor to another person for the provision of plans, drawings or engineering design for the **Contract Work**;
  - (c) fees paid to an **Assessing Certifier** for development and/or building approval; and
  - (d) fees paid previously agreed with the Contractor for the provision of plans for the **Contract Work**.

- 5.6 The Contractor must hand over to the Owner all documents relevant to such deductions. Each party is otherwise under no further liability to the other.
- 5.7 After commencement of the **Contract Work**, the Owner must, upon reasonable written request from the Contractor, provide the Contractor with current evidence satisfactory to the Contractor of the Owner's continued capacity to pay the **Contract Price**.
- 5.8 Prior to the date of this Contract, the Contractor has satisfied itself as to the Owner's title to the **Site** and, where relevant to the **Contract Work**, of the boundaries and position of the **Site**.

## 6. Copyright

- 6.1 A party supplying plans for use in the performance of this Contract warrants that those plans may be so used and indemnifies the other party against any action by any person claiming ownership or copyright in respect of these plans.
- 6.2 Where plans are drawn by the Contractor, the Owner agrees that, as between the Owner and the Contractor, the Contractor has copyright in those plans but the Owner has the right to cause the completion of the **Contract Work** by the Contractor in accordance with those plans.

## 7. Building approval

- 7.1 Unless otherwise agreed in writing, the Contractor shall obtain all permissions, consents or approvals required in connection with the commencement and completion of the **Contract Work**.
- 7.2 The party named in Schedule Item 12 as being responsible for obtaining building approval (or if no party is named, then the Contractor) must lodge the plans for approval within 10 **business days** of the Owner satisfying its obligations under Condition 5.1.
- 7.3 All parties must do all such things as may be reasonably necessary to obtain all permissions, consents or approvals required for the commencement of the building.
- 7.4 Either party may give a written notice to the other terminating this Contract if, without fault on the part of the party giving the notice, any permission, consent or approval necessary for the commencement of building has not issued within 3 months of the date of this Contract or such further period extended by the parties' agreement in writing.

- 7.5 If the Contract is terminated pursuant to this Condition the Contractor must immediately refund to the Owner any deposit or other money paid by the Owner to the Contractor less any fees, costs and expenses incurred by the Contractor with the Owner's express consent.

## 8. Owner to effect insurances

- 8.1 The Owner shall effect and maintain during this Contract, House and Contents Insurance (including appropriate Public Liability cover) for the existing structure and its contents with a reputable and financially sound insurer and upon usual and reasonable terms. Evidence of such insurance shall be provided if requested by the Contractor.

## 9. Contractor to effect insurances

- 9.1 The Contractor must, at its cost, effect and maintain during the course of this Contract the following insurances:
- (a) all insurances required to comply with the *Workers' Compensation and Rehabilitation Act 2003*;
  - (b) all insurances required to comply with the *Queensland Building and Construction Commission Act 1991* ('the QBCC Act'); and
  - (c) Contract Works insurance for the full insurable value of the **Contract Work** and Public Liability insurance for not less than 5 million dollars, both until 4pm on the **Date of Practical Completion**, with a reputable and financially sound insurer upon usual and reasonable terms which name or include as an insured the Owner and the Contractor for their respective rights.
- 9.2 Prior to commencement of the **Contract Work**, or upon request by the Owner, the Contractor must provide to the Owner written evidence that the Contract Works and Public Liability insurances required under this Condition are current.



## 10. Contractor's indemnity in favour of the Owner

10.1 The Contractor shall indemnify the Owner against any liability for loss, damage, injury or death arising out of the **Contract Work** except where such loss, damage, injury or death is caused by an act or omission of the Owner.

## 11. Access to the Site

11.1 The Owner shall give the Contractor access to the **Site** as necessary to enable performance of this Contract. The Contractor does not, by virtue of this Contract, acquire any interest in the **Site**. The Contractor must permit the Owner, or a person authorised by the Owner, to have reasonable access to the **Site**, under the Contractor's supervision, to inspect the **Contract Work**.

## 12. Workplace health and safety

12.1 The Contractor shall comply with all applicable requirements of the *Work Health and Safety Act 2011*.

## 13. Care of the Contract Work

13.1 The Contractor shall be responsible for the care of the **Contract Work** until **Practical Completion** and shall promptly make good loss or damage to the **Contract Work** caused by an act, neglect or default of the Contractor or the Contractor's employees, agents or sub-contractors.

## 14. Payment

14.1 The Owner must pay the Contractor the **Contract Price** for the **Works** calculated and adjusted as provided by this Contract in accordance with the following provisions:

- (a) The Owner must pay the Contractor the deposit (if any) stated in Schedule Item 2 upon the signing of this Contract.
- (b) The Contractor is entitled to claim a Progress Payment when the Contractor has achieved completion of each of the stages set out in Schedule Item 8 which claim shall consist of the percentage of the **Contract Price** applicable to that stage as set out in Schedule Item 8, subject to the following adjustments:

- (i) an adjustment for any **Prime Cost Item** incorporated in the **Works** to that stage, and not included in a previous Progress Payment, such adjustment being an increase or decrease to the relevant stage payment as set out in Schedule Item 8 depending on whether the final cost of the **Prime Cost Item** is more or less than the amount allowed and stated in the *Prime Cost Items Schedule*;
  - (ii) an adjustment for the value of any **Provisional Sum** Item completed to that stage and not included in a previous Progress Payment, such adjustment being an increase or decrease to the relevant stage payment as set out in Schedule Item 8 depending on whether the final cost of the **Provisional Sum** Item is more or less than the amount allowed and stated in the *Provisional Sums Schedule*; and
  - (iii) an increase to the relevant stage payment in respect to an amount payable under a Variation Document where the work has commenced and for which payment has not previously been made; and
  - (iv) a decrease in the relevant stage payment in respect to a variation which reduces the **Contract Price**.
- (c) Such adjustments referred to in Condition 14.1(b) shall be recorded by the Contractor on the Form 2 - *Progress Claim* or similar appropriate document and the relevant progress claim shall be adjusted accordingly.
  - (d) The QBCC Form 2 - *Progress Claim* or similar appropriate document must be accompanied by a QBCC Form 3 - *Notice of Dispute of Progress Claim* or similar appropriate written notice and any certificates of inspection relevant to the payment stage.
  - (e) The progress claim for the **Practical Completion Stage** must, in addition to the requirements specified for any other progress claim, be accompanied by a completed and signed QBCC Form 5 - *Defects Document*, or similar appropriate document.

- (f) The Contractor must make all reasonable efforts to have the Owner sign the QBCC Form 5 - *Defects Document* or similar appropriate document used to record the minor defects and minor omissions.
- (g) Except in regard to the Progress Payment for the **Practical Completion Stage** payable in accordance with Condition 22.4, the Owner must pay the Contractor the Progress Payment, or so much of the relevant claim for Progress Payment as is not disputed by the Owner, within 5 **business days** of receipt of the relevant claim.
- (h) If the Owner fails to pay a valid payment claim, or the undisputed portion of a claim, in accordance with this Condition, the Owner must pay the Contractor interest on the overdue payments at the rate stated, or the default rate provided for, in Schedule Item 11.
- (i) If the Owner disputes the relevant claim for Progress Payment or any part of it, the Owner must, within 5 **business days** of receipt of the relevant claim, give to the Contractor a completed and signed QBCC Form 3 - *Notice of Dispute of Progress Claim* or similar appropriate written notice stating the reasons for so disputing the claim or part of it.
- (j) If the dispute is not resolved by the parties within 5 **business days** of the receipt by the Contractor of the notice of the dispute, the dispute must be referred for resolution in accordance with Condition 19.

## 15. Assignment and subcontracting

- 15.1 The Contractor must not assign this Contract or the **Contract Work** without the prior written consent of the Owner.
- 15.2 The Contractor may subcontract parts of the **Contract Work** to appropriately licensed tradespersons, but the Contractor remains liable to the Owner for the **Contract Work**.

## 16. Variations

- 16.1 The **Contract Work** may be varied by way of an increase, decrease or substitution of the **Contract Work** agreed between the Contractor and the Owner provided that, before work commences, the details of the variation are put in writing in a Variation Document signed by both parties and initialled as necessary by the Owner.
- 16.2 The Variation Document may be a QBCC Form 4 - *Variation Document*, or other similar appropriate document, with the particulars completed in accordance with the requirements of Schedule 1B of the QBCC Act, signed by both parties and initialled as necessary by the Owner.

- 16.3 The Variation Document complies with the requirements of Schedule 1B of the QBCC Act if it:
  - (a) is readily legible; and
  - (b) describes the variation; and
  - (c) states the date of the request for the variation; and
  - (d) if the variation will result in a delay affecting the subject work - states the Contractor's reasonable estimate for the period of delay; and
  - (e) states the change to the **Contract Price** because of the variation, or the method for calculating the change to the **Contract Price** because of the variation; and
  - (f) if the variation results in an increase in the **Contract Price** - states when the increase is to be paid; and
  - (g) if the variation results in a decrease in the **Contract Price** - states when the decrease is to be accounted for.
- 16.4 Any increase in the **Contract Price** as a result of the variation can not be required to be paid before work the subject of the variation is started.
- 16.5 The Contractor must give the Owner a readily legible signed copy of the Variation Document as soon as practicable (but within 5 **business days**) after the variation is agreed.
- 16.6 If the Contractor has requested the variation, the Contractor is only entitled to additional payment if the variation was necessary because of circumstances that could not have been reasonably foreseen by the Contractor when the Contract was entered into.

## 17. Extension of time

- 17.1 Subject to complying with Condition 17.2, the Contractor may only claim and is entitled to a reasonable extension of the **Date for Practical Completion** if:
- (a) the need for the extension of time arises because of one or more of the following causes of delay prevents the Contractor from achieving **Practical Completion** by the **Date for Practical Completion**:
    - (i) a variation complying with Condition 16; or
    - (ii) a delay caused by the Owner or the Owner's authorised representative; or
    - (iii) a delay event stated in Schedule Item 6B which exceeds the stated allowance; and
  - (b) the delay is not reasonably foreseeable and is beyond the reasonable control of the Contractor; and
  - (c) the claim is made to the Owner in writing using a QBCC Form 1 - *Extension of Time Claim and Owner's Response to Claim* or similar appropriate document with the particulars, including the cause of the delay and the extension of the **Date for Practical Completion** claimed, completed; and
  - (d) the claim is given to the Owner within 10 **business days** of the earlier of the Contractor becoming aware of the cause and extent of the delay and when the Contractor reasonably ought to have become aware of the cause and extent of the delay; and
  - (e) the Owner approves the claim in writing using the QBCC Form 1 - *Extension of Time Claim and Owner's Response to Claim* or similar appropriate document.
- 17.2 The Contractor must take all reasonable steps to lessen the effect and duration of any delay.
- 17.3 The Contractor must give the Owner a signed copy of the claim for an extension of time within 5 **business days** of the Owner approving the claim.
- 17.4 The Owner must, within 10 **business days** of receiving the Contractor's claim, reasonably assess and return to the Contractor the said QBCC Form 1 - *Extension of Time Claim and Owner's Response to Claim* or similar appropriate document either agreeing to the extension of time claimed or giving reasons for the rejection of the whole or part of the said claim, failing which the said extension of time claim will be deemed to be disputed by the Owner.

- 17.5 Delay or failure by the Owner to agree to an extension of time does not cause the **Date for Practical Completion** to be set at large, but the Contractor shall be entitled to damages arising from the unreasonable rejection of all or part of a claim for an extension of the **Date for Practical Completion**.

## 18. Liquidated damages

- 18.1 If the Contractor fails to achieve **Practical Completion** of the **Contract Work** by the **Date for Practical Completion**, then the Contractor must pay to the Owner liquidated damages calculated at the rate provided in Schedule Item 10.
- 18.2 Liquidated damages may only be deducted by the Owner from the amount payable to the Contractor in respect of the **Practical Completion Stage**. If the Owner's entitlement to liquidated damages exceeds the amount payable to the Contractor for the **Practical Completion Stage**, the excess may be recovered by the Owner as a debt due to the Owner by the Contractor.

### WARNING TO OWNER

The entitlement to claim, and the amount to be deducted, for liquidated damages must be assessed carefully and in accordance with the Contract. Any valid extensions of time must be taken into consideration when calculating the number of days of liquidated damages which can be claimed.

## 19. Dispute resolution

- 19.1 If a dispute under the Contract arises between the parties, either party may give the other party a written notice of dispute adequately identifying and providing details of the dispute.
- 19.2 If the dispute is not resolved within 10 **business days** of the receipt of the notice of dispute, either party may refer the matter to a dispute resolution process administered by the Queensland Building and Construction Commission.
- 19.3 A party will not commence any proceedings in respect of the dispute in any court or tribunal of competent jurisdiction until the dispute resolution process referred to in Condition 19.2 is at an end.
- 19.4 Where a dispute has arisen under or in connection with this Contract, including Condition 17.4, the Contractor must proceed diligently with the **Contract Work** notwithstanding the existence of the dispute.

## 20. Termination after notice of default

- 20.1 If either party is in Substantial Breach of this Contract, the party not in breach may give the other party a written notice identifying and describing the breach and stating the intention to terminate the Contract if the breach is not remedied within 10 **business days** from the giving of the notice.
- 20.2 If the Substantial Breach is not remedied within 10 **business days** of receipt of the written request to remedy the breach, the party not in breach may end this Contract by giving written notice to that effect.
- 20.3 If the Contract is terminated pursuant to this Condition the Owner must pay the Contractor the reasonable value of any work properly carried out by the Contractor prior to that termination and which has not been the subject of previous payment.

## 21. Termination for insolvency

- 21.1 Notwithstanding Condition 20, should either party become insolvent then the other party may, by giving a written notice, immediately terminate this Contract.

## 22. Practical Completion

- 22.1 The Contractor must give to the Owner 3 **business days** prior written notice of the date upon which the Contractor anticipates that the **Contract Work** will reach **Practical Completion**.
- 22.2 On the date specified in that notice as the anticipated date on which the **Contract Work** will reach **Practical Completion**, the Owner or the Owner's authorised representative will inspect the **Contract Work** and if satisfied that the **Contract Work** has reached **Practical Completion**, and if the Contractor produces to the Owner satisfactory evidence that all relevant inspections and approvals required by the *Sustainable Planning Act 2009* and the *Building Act 1975* and by any body having the relevant jurisdiction have been satisfactorily completed, the Contractor must:
  - (a) compile with the Owner, or the Owner's authorised representative, and sign the QBCC Form 5 - *Defects Document* and give a copy to the Owner; and
  - (b) hand over the **Contract Work** to the Owner.

- 22.3 If the Owner considers that the **Contract Work** has not reached **Practical Completion** the Owner must as soon as practicable give the Contractor written notice of those matters which are required to be done for the **Contract Work** to reach **Practical Completion**. The Contractor must carry out such matters as may be necessary for the **Contract Work** to reach **Practical Completion** and must otherwise proceed in accordance with the preceding paragraph.
- 22.4 When the Contractor has satisfied all of its obligations under Condition 22.2 the Owner must immediately pay the Contractor the progress claim for the **Practical Completion Stage** (as adjusted under Condition 18, if applicable).

## 23. Defects after completion

- 23.1 The Contractor shall make good any defects or omissions in the Contract Work which become apparent to the Owner within 12 months of the **Date of Practical Completion**.
- 23.2 If there are any such defects or omissions, the Owner must, as soon as practicable but no later than 12 months after becoming aware of the defects or omissions, give the Contractor written notice to make good such defects or omissions and must give the Contractor reasonable access to the **Site** for that purpose.
- 23.3 Subject to reasonable access being provided, the Contractor must within 28 calendar days of the notice being given rectify any defects or omissions notified to the Contractor under Condition 23.2 during usual business hours.

## 24. Notices

- 24.1 Any notice under this Contract must, unless otherwise stated, be given in writing and sent to the party to whom the notice is to be given at the address stated in the Schedule, or such other address as is subsequently advised in writing, in one of the following ways:
  - (a) delivered to the other party by hand; or
  - (b) delivered by prepaid post to the address noted in the Schedule; or
  - (c) sent by facsimile to the facsimile number noted in the Schedule; or
  - (d) sent by email to the email address noted in the Schedule.

- 24.2 Any notice sent by post is deemed to be given at the time when by the ordinary course of post it would have been delivered.
- 24.3 Any notice sent by facsimile is deemed to be given at the time when a valid transmission report is received by the sender.
- 24.4 Any notice sent by email is deemed to be given in accordance with the following provisions:
- (a) the notice is deemed given at the time the email is sent provided it is sent before 5.00pm on a **business day** at the place of receipt on the day it is sent and otherwise on the next **business day** at the place of receipt, provided:
    - (i) the sender's computer or email account does not receive a message that the message has not been delivered (including an 'out of office' message); and
    - (ii) the email has been received fully and in legible form by the receiver; and
    - (iii) the receiver has not advised the sender in writing that a notice cannot be given to them by email for the stated period.



## QBCC LEVEL 1 RENOVATION, EXTENSION AND REPAIR CONTRACT (FOR CONTRACTS \$3,301 - \$19,999)

This Contract is recommended for minor renovations, extensions, improvements and routine repairs of a home (including a house, duplex or unit), or associated work (e.g. landscaping, construction of a retaining wall, pool or spa, driveway, fencing, etc.), where the contract price is more than \$3,300 but less than \$20,000.

- For renovations, extensions, improvements and repairs priced at \$20,000 or more the **QBCC Level 2 Renovation, Extension and Repair Contract** is recommended.
- For repairs of any value arising from natural disasters, the **QBCC Natural Disaster Repairs Contract** is recommended.
- For construction of a new home, the **QBCC New Home Construction Contract** is recommended.

### HOMEOWNER'S BOOKLET

#### IMPORTANT NOTE FOR THE HOMEOWNER

This Contract Pack consists of the following documents (most of which are held by the Contractor and will be used and copied to you as required):

**Contractor's Booklet** (including *General Conditions*)

Form 1 - *Extension of Time Claim and Owner's Response to Claim*

**Homeowner's Booklet** (including *Contract Checklist and General Conditions*)

Form 2 - *Progress Claim*

**Contract Schedule** (with any relevant plans and specifications attached)

Form 3 - *Notice of Dispute of Progress Claim*

Form 4 - *Variation Document*

**Prime Cost Items Schedule and Provisional Sums Schedule**

Form 5 - *Defects Document*

These documents form an integrated package which should not be mixed with documents from other contracts. The Contractor is required to give you 1 copy of any form you are asked to sign (e.g. Form 2 - *Progress Claim*, Form 4 - *Variation Document*, etc.). You should retain your copy of each document for your records.





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# CONTRACT CHECK LIST

(Ensure you are able to tick all boxes before signing the contract)

- CONTRACT DOCUMENTS:** I have read and checked all contract documents, including the Contract Schedule, General Conditions, Special Conditions (if any) and plans and specifications. **NOTE: Your contractor must give you a copy of the entire contract, including any plans and specifications, within 5 business days of it being signed by both parties.**
- LICENCE CHECK:** I have checked the contractor's licence and track record on the Online Licence Search on the QBCC website [www.qbcc.qld.gov.au](http://www.qbcc.qld.gov.au) The licence must be current and appropriate for your project – if in doubt, contact the QBCC.
- COOLING-OFF PERIOD:** I have read and understand my cooling-off rights as set out on the last page of the Contract Schedule and s.35 of Schedule 1B of the QBCC Act (including how and when I may withdraw if I choose to do so, as set out in s.37 of the QBCC Act).
- PAYMENT ARRANGEMENTS:** I have read and understand the payment provisions, including the Contract Price and how much of this amount is fixed and what proportion is made up of allowances (the price of which may later increase), the deposit and progress payments and when these payments are required. **(NOTE: It is particularly important to know how quickly you have to pay after the contractor presents a claim for payment – normally within 5 business days, but immediately at completion).**
- START AND FINISH DATES:** I have checked the start and finish dates and practical completion requirements in the contract (The law requires that the finish date, or how it can be calculated, must be stated in the contract – DO NOT SIGN if there is no completion date in the contract.....don't rely on verbal statements by the contractor.....it's what's written in the contract that counts!).
- EXTENSIONS OF TIME:** I understand the circumstances under which the contractor may legitimately claim an extension of time and that this may delay the completion of my project (the most common causes for extensions are: agreed variations involving extra work, and work interruptions due to wet weather beyond what the contractor could reasonably have anticipated and allowed for in the contract).
- QBCC HOME WARRANTY INSURANCE:** I know whether or not this project is covered by the Qld Home Warranty Scheme administered by the QBCC and, if so, what protection that cover gives me.
- STATUTORY WARRANTIES:** I note that the QBCC Act includes Statutory Warranties deemed to be part of every *domestic building contract* priced at more than \$3,300 (warranties include: materials will be suitable and new, unless otherwise stated in the contract; the work will be carried out in accordance with all relevant laws and legal requirements and the plans and specifications; the work will be carried out in an appropriate and skilful way, with reasonable care and skill and with reasonable diligence; any allowances included in the contract will be calculated with reasonable care and skill; if the work consists of the construction, renovation, improvement or repair of a home to a stage suitable for occupation, the home will be suitable for occupation when the contracted work is finished).
- VARIATIONS TO THE CONTRACT:** I understand what documentation is required if changes to the contract (called 'variations') are necessary after it is signed **(NOTE: It is strongly recommended that such changes be kept to a minimum as they often lead to extra cost and delays. If variations are required by you or the contractor, they must be detailed in writing by the contractor, priced and signed off by you before the variation work commences. The contractor cannot seek payment before the variation work commences. Accurate documentation of variations, is essential to avoid confusion as to exactly what work is included in the contract).**
- DISPUTE RESOLUTION:** I understand what to do if I get into a dispute with the contractor. If a dispute arises and you cannot resolve the matter informally with your contractor, you should follow the procedures set out in the 'Dispute Resolution' section of the contract. The QBCC's dispute resolution services must be exhausted before any proceedings can be commenced in the Tribunal (QCAT) or a court **(NOTE: It is essential that you engage a practising solicitor BEFORE ending the contract for any reason - incorrect termination may reduce your Home Warranty insurance protection).**
- LEGAL ADVICE: (if applicable) I have, BEFORE SIGNING, discussed my questions/concerns about the contract with a practising lawyer.**

For further general information telephone QBCC on 139 333.  
(Note: QBCC cannot provide legal advice concerning your particular contract).

## GENERAL CONDITIONS

### 1. Definitions

- 1.1 In this Contract, unless the context otherwise requires, words and expressions in **bold** have the meaning defined or explained below:
- (a) **“Assessing Certifier”** means the private certifier or Local Government Authority responsible for granting the relevant building approvals and authorisations for the Contract Work.
  - (b) **“business day”** means a day that is not:
    - (i) a Saturday or Sunday; or
    - (ii) a public holiday, special holiday, or bank holiday in Queensland.
  - (c) **“Contract Price”** means the total price payable under this Contract for the Contract Work, including the Fixed Price Component and any allowances for Prime Cost Items or Provisional Sums, as adjusted under this Contract.
  - (d) **“Contract Work”** means all the work and supply of materials necessary for, and incidental to, the performance of the Contract in accordance with its terms, including any plans and specifications, and, unless expressly excluded, includes:
    - (i) work to make the Site accessible to the Contractor;
    - (ii) provision of any special equipment (including scaffolding where its use could reasonably be anticipated at the date of the Contract);
    - (iii) work to clear the Site for building;
    - (iv) set out of the Contract Work and survey if necessary;
    - (v) necessary structural retaining walls;
    - (vi) sewerage, draining and electrical connections;
    - (vii) provision of temporary water and power during construction; and
    - (viii) provision of clean up and disposal of waste material from the Site.
  - (e) **“Date for Practical Completion”** means the date stated in Schedule Item 7 or any extended date pursuant to this Contract.
  - (f) **“Date of Practical Completion”** means the date the Contract Work has reached Practical Completion.
  - (g) **“Finance Date”** means the date stated in Schedule Item 9 or, in the event no date is stated, the date 10 business days from the date of this Contract.
  - (h) **“Fixed Price Component”** means the sum stated in Schedule Item 1(a) of the Contract Price being the sum for which the Contractor must supply, in accordance with this Contract, everything necessary for the proper completion of the Contract Work other than the allowances (if any) for Prime Cost Items or Provisional Sums.
  - (i) **“Foundations Data”** means information about the building site required to prepare footings design and, if required, concrete slab design for the Site.
  - (j) **“Insolvent”** means:
    - (i) becomes insolvent or unable to pay that party’s debts; or
    - (ii) commits an act of bankruptcy; or
    - (iii) is made bankrupt; or
    - (iv) assigns assets for the benefit of creditors generally; or
    - (v) makes a composition or other arrangement with creditors; or
    - (vi) being a company, goes into liquidation or receivership.
  - (k) **“Practical Completion”** means the date upon which the Contract Work is completed in accordance with the requirements of this Contract, including Condition 4 and Condition 22, apart from minor omissions or minor defects.
  - (l) **“Practical Completion Stage”** means that stage of the Contract Work in which Practical Completion will be attained in accordance with this Contract.
  - (m) **“Prime Cost Item”** means any item noted in the *Prime Cost Items Schedule* being an item such as a fixture or fitting (e.g. tiles or tap fittings) –
    - (i) that has not been selected, or the price of which is not reasonably able to be ascertained, when the Contract is entered into; and
    - (ii) for the cost of supply and delivery of which a reasonable allowance is made in the Contract by the Contractor.
  - (n) **“Provisional Sum”** means any item noted in the *Provisional Sums Schedule* being an amount that is an estimate of the cost of providing particular contracted services (including labour and materials) for which the Contractor, after making all reasonable enquiries, cannot provide a definite price when the Contract is entered into (e.g. the removal of asbestos materials the extent of which is uncertain).

- (o) “**Relevant Criteria**” for materials means;
  - (i) generally accepted practices or standards applied in the building industry for the materials; or
  - (ii) specifications, instructions or recommendations of manufacturer’s or suppliers of the materials.
- (p) “**Site**” means the Site described in Schedule Item 4 where the Contract Work is to be performed.
- (q) “**Starting Date**” means whichever of the following dates occurs the latest:
  - (i) the Starting Date stated in Schedule Item 5; or
  - (ii) the day which is 10 business days after the issue of the plans duly approved by the Assessing Certifier (if approved plans are required); or
  - (iii) the day which is 10 business days after the Owner has satisfied its obligations under Condition 5.1.
- (r) “**Substantial breach by the Contractor**” includes, but is not limited to:
  - (i) failing to perform the Contract Work competently;
  - (ii) failing to provide materials which comply with this Contract;
  - (iii) unreasonably failing to replace or remedy defective work or materials;
  - (iv) unreasonably failing to perform the work diligently or unreasonably delaying, suspending or failing to maintain reasonable progress;
  - (v) failing to effect or maintain any insurance required by this Contract; and
  - (vi) failing to hold the current, active and appropriate licence or to have the authorities necessary to complete the Contract Work.
- (s) “**Substantial breach by the Owner**” includes, but is not limited to:
  - (i) failing to produce evidence of the Owner’s capacity to pay the Contract Price in compliance with Condition 5.7 of this Contract;
  - (ii) failing to pay any money due and owing to the Contractor within 5 business days of the receipt of a valid progress claim; and
  - (iii) substantially or persistently obstructing the Contractor in the performance of the Contract Work.

## 2. Price

- 2.1 The parties agree that the **Contract Price** stated in Schedule Item 1 comprises the following:
  - (a) **Fixed Price Component**; and
  - (b) **Prime Cost Items** Component (if any); and
  - (c) **Provisional Sum** Items Component (if any).
- 2.2 If the Contract includes allowances for **Prime Cost Items** and **Provisional Sum** Items, the amount of each allowance must be shown adjacent to the words ‘**Prime Cost Items**’ and/or ‘**Provisional Sums**’ in Schedule Item 1 and the Contractor must complete all details set out in the *Prime Cost Items Schedule* and/or *Provisional Sums Schedule* and give a copy of the Schedule/s to the Owner.
- 2.3 Where the Owner has not finalised its selection of a **Prime Cost Item**, the Owner must select the Item and notify the Contractor in writing of that selection in sufficient time to ensure that the performance of the **Contract Work** is not thereby delayed.
- 2.4 If the actual cost of a **Prime Cost Item** or **Provisional Sum** Item is more than the Contractor’s estimate, the Owner must pay the Contractor the increase, plus the margin (as stated in the *Prime Cost Items Schedule* or *Provisional Sums Schedule*) on the increase for the Contractor’s overheads and profits. If the actual cost of a **Prime Cost Item** or **Provisional Sum** Item is less than the Contractor’s estimate, the Contractor must deduct the difference, plus the margin, from the **Contract Price**.
- 2.5 The Contractor must provide the Owner with the invoice, receipt or other document showing the cost of the **Prime Cost Item** to the Contractor, or relating to the cost to the Contractor of the work for a **Provisional Sum** Item, before or when making the next progress claim under the Contract. The Contractor cannot seek payment for the Item until the next progress claim after the **Prime Cost Item** has been supplied and installed or the contracted services covered by the **Provisional Sum** have been completed.
- 2.6 The parties agree and acknowledge that all pricing, consideration and amounts otherwise payable under this Contract (including under any variation pursuant to Condition 16) have been or will be calculated on a **GST** inclusive basis.

### 3. Performance under the Contract

- 3.1 The Contractor must commence the **Contract Work** in compliance with the provisions of this Contract on or before the **Starting Date**.
- 3.2 The Contractor must diligently carry out the **Contract Work** and must not, except as permitted by this Contract, delay, suspend, or fail to maintain reasonable progress in the performance of the **Contract Work**.
- 3.3 The Contractor warrants that all drawings and specifications provided to the Owner by the Contractor have been or will be prepared with reasonable skill and care.
- 3.4 The Contractor shall, unless this Contract expressly provides otherwise, supply at the Contractor's cost and expense, everything necessary for the performance of the **Contract Work** and achieve **Practical Completion** of the **Contract Work** by the **Date for Practical Completion**. The Owner shall pay the Contractor the **Contract Price** in accordance with this Contract.

### 4. Warranties under Schedule 1B of QBCC Act

- 4.1 To the extent required by Schedule 1B of the QBCC Act the Contractor warrants that:
  - (a) the **Contract Work** will be carried out in an appropriate and skilful way and with reasonable care and skill and reasonable diligence;
  - (b) all materials supplied will be of good quality and suitable for the purpose for which they are used having regard to the **Relevant Criteria**, and that all materials used will be new unless this Contract expressly provides otherwise;
  - (c) the **Contract Work** will be carried out in accordance with all relevant laws and legal requirements including, for example, the *Building Act 1975*;
  - (d) the **Contract Work** will be carried out in accordance with any plans and specifications which form part of the Contract and any other Contract documents described in Schedule Item 13;

- (e) if the **Contract Work** consists of the erection or construction of a detached dwelling to a stage suitable for occupation or is intended to renovate, alter, extend, improve or repair a home to a stage reasonably suitable for occupation, that the detached dwelling or home will be suitable for occupation when the **Contract Work** is finished; and
- (f) any estimate of **Provisional Sums** or **Prime Cost Items** included in the Contract has been calculated with reasonable care and skill, having regard to all the information reasonably available when the Contract is entered into (including information about the nature and location of the building site).

### 5. Evidence of title, boundaries and capacity to pay

- 5.1 This Contract is subject to the Owner providing the Contractor by the **Finance Date** with written evidence, satisfactory to the Contractor, of the Owner's capacity to pay the **Contract Price**.
- 5.2 If by the **Finance Date** the Contractor is not satisfied by the Owner's capacity to pay the **Contract Price**, the Contractor may, no later than **5 business days** after the **Finance Date**, give written notice to the Owner that the Contract is at an end.
- 5.3 If the Owner provides no written evidence as to its financial capacity by the **Finance Date**, or advises the Contractor in writing by the **Finance Date** that it does not have the capacity to pay the **Contract Price**, this Contract is at an end.
- 5.4 If this Contract is ended under this Condition, the Contractor must, subject to Condition 5.5, immediately refund to the Owner any deposit or other money paid by the Owner to the Contractor.
- 5.5 The Contractor may deduct from the refund only those costs incurred or paid with the Owner's previous authorisation as follows:
  - (a) fees paid by the Contractor to another person for the **Foundations Data** (if required for the **Contract Work**);
  - (b) fees paid by the Contractor to another person for the provision of plans, drawings or engineering design for the **Contract Work**;
  - (c) fees paid to an **Assessing Certifier** for development and/or building approval; and
  - (d) fees paid previously agreed with the Contractor for the provision of plans for the **Contract Work**.

- 5.6 The Contractor must hand over to the Owner all documents relevant to such deductions. Each party is otherwise under no further liability to the other.
- 5.7 After commencement of the **Contract Work**, the Owner must, upon reasonable written request from the Contractor, provide the Contractor with current evidence satisfactory to the Contractor of the Owner's continued capacity to pay the **Contract Price**.
- 5.8 Prior to the date of this Contract, the Contractor has satisfied itself as to the Owner's title to the **Site** and, where relevant to the **Contract Work**, of the boundaries and position of the **Site**.

## 6. Copyright

- 6.1 A party supplying plans for use in the performance of this Contract warrants that those plans may be so used and indemnifies the other party against any action by any person claiming ownership or copyright in respect of these plans.
- 6.2 Where plans are drawn by the Contractor, the Owner agrees that, as between the Owner and the Contractor, the Contractor has copyright in those plans but the Owner has the right to cause the completion of the **Contract Work** by the Contractor in accordance with those plans.

## 7. Building approval

- 7.1 Unless otherwise agreed in writing, the Contractor shall obtain all permissions, consents or approvals required in connection with the commencement and completion of the **Contract Work**.
- 7.2 The party named in Schedule Item 12 as being responsible for obtaining building approval (or if no party is named, then the Contractor) must lodge the plans for approval within 10 **business days** of the Owner satisfying its obligations under Condition 5.1.
- 7.3 All parties must do all such things as may be reasonably necessary to obtain all permissions, consents or approvals required for the commencement of the building.
- 7.4 Either party may give a written notice to the other terminating this Contract if, without fault on the part of the party giving the notice, any permission, consent or approval necessary for the commencement of building has not issued within 3 months of the date of this Contract or such further period extended by the parties' agreement in writing.

- 7.5 If the Contract is terminated pursuant to this Condition the Contractor must immediately refund to the Owner any deposit or other money paid by the Owner to the Contractor less any fees, costs and expenses incurred by the Contractor with the Owner's express consent.

## 8. Owner to effect insurances

- 8.1 The Owner shall effect and maintain during this Contract, House and Contents Insurance (including appropriate Public Liability cover) for the existing structure and its contents with a reputable and financially sound insurer and upon usual and reasonable terms. Evidence of such insurance shall be provided if requested by the Contractor.

## 9. Contractor to effect insurances

- 9.1 The Contractor must, at its cost, effect and maintain during the course of this Contract the following insurances:
- (a) all insurances required to comply with the *Workers' Compensation and Rehabilitation Act 2003*;
  - (b) all insurances required to comply with the *Queensland Building and Construction Commission Act 1991* ('the QBCC Act'); and
  - (c) Contract Works insurance for the full insurable value of the **Contract Work** and Public Liability insurance for not less than 5 million dollars, both until 4pm on the **Date of Practical Completion**, with a reputable and financially sound insurer upon usual and reasonable terms which name or include as an insured the Owner and the Contractor for their respective rights.
- 9.2 Prior to commencement of the **Contract Work**, or upon request by the Owner, the Contractor must provide to the Owner written evidence that the Contract Works and Public Liability insurances required under this Condition are current.

## 10. Contractor's indemnity in favour of the owner

- 10.1 The Contractor shall indemnify the Owner against any liability for loss, damage, injury or death arising out of the **Contract Work** except where such loss, damage, injury or death is caused by an act or omission of the Owner.

## 11. Access to the Site

- 11.1 The Owner shall give the Contractor access to the **Site** as necessary to enable performance of this Contract. The Contractor does not, by virtue of this Contract, acquire any interest in the **Site**. The Contractor must permit the Owner, or a person authorised by the Owner, to have reasonable access to the **Site**, under the Contractor's supervision, to inspect the **Contract Work**.

## 12. Workplace health and safety

- 12.1 The Contractor shall comply with all applicable requirements of the *Work Health and Safety Act 2011*.

## 13. Care of the Contract Work

- 13.1 The Contractor shall be responsible for the care of the **Contract Work** until **Practical Completion** and shall promptly make good loss or damage to the **Contract Work** caused by an act, neglect or default of the Contractor or the Contractor's employees, agents or sub-contractors.

## 14. Payment

- 14.1 The Owner must pay the Contractor the **Contract Price** for the **Works** calculated and adjusted as provided by this Contract in accordance with the following provisions:
- (a) The Owner must pay the Contractor the deposit (if any) stated in Schedule Item 2 upon the signing of this Contract.
  - (b) The Contractor is entitled to claim a Progress Payment when the Contractor has achieved completion of each of the stages set out in Schedule Item 8 which claim shall consist of the percentage of the **Contract Price** applicable to that stage as set out in Schedule Item 8, subject to the following adjustments:

- (i) an adjustment for any **Prime Cost Item** incorporated in the **Works** to that stage, and not included in a previous Progress Payment, such adjustment being an increase or decrease to the relevant stage payment as set out in Schedule Item 8 depending on whether the final cost of the **Prime Cost Item** is more or less than the amount allowed and stated in the *Prime Cost Items Schedule*;
  - (ii) an adjustment for the value of any **Provisional Sum** Item completed to that stage and not included in a previous Progress Payment, such adjustment being an increase or decrease to the relevant stage payment as set out in Schedule Item 8 depending on whether the final cost of the **Provisional Sum** Item is more or less than the amount allowed and stated in the *Provisional Sums Schedule*; and
  - (iii) an increase to the relevant stage payment in respect to an amount payable under a Variation Document where the work has commenced and for which payment has not previously been made; and
  - (iv) a decrease in the relevant stage payment in respect to a variation which reduces the **Contract Price**.
- (c) Such adjustments referred to in Condition 14.1(b) shall be recorded by the Contractor on the Form 2 - *Progress Claim* or similar appropriate document and the relevant progress claim shall be adjusted accordingly.
  - (d) The QBCC Form 2 - *Progress Claim* or similar appropriate document must be accompanied by a QBCC Form 3 - *Notice of Dispute of Progress Claim* or similar appropriate written notice and any certificates of inspection relevant to the payment stage.
  - (e) The progress claim for the **Practical Completion Stage** must, in addition to the requirements specified for any other progress claim, be accompanied by a completed and signed QBCC Form 5 - *Defects Document*, or similar appropriate document.

- (f) The Contractor must make all reasonable efforts to have the Owner sign the QBCC Form 5 - *Defects Document* or similar appropriate document used to record the minor defects and minor omissions.
- (g) Except in regard to the Progress Payment for the **Practical Completion Stage** payable in accordance with Condition 22.4, the Owner must pay the Contractor the Progress Payment, or so much of the relevant claim for Progress Payment as is not disputed by the Owner, within 5 **business days** of receipt of the relevant claim.
- (h) If the Owner fails to pay a valid payment claim, or the undisputed portion of a claim, in accordance with this Condition, the Owner must pay the Contractor interest on the overdue payments at the rate stated, or the default rate provided for, in Schedule Item 11.
- (i) If the Owner disputes the relevant claim for Progress Payment or any part of it, the Owner must, within 5 **business days** of receipt of the relevant claim, give to the Contractor a completed and signed QBCC Form 3 - *Notice of Dispute of Progress Claim* or similar appropriate written notice stating the reasons for so disputing the claim or part of it.
- (j) If the dispute is not resolved by the parties within 5 **business days** of the receipt by the Contractor of the notice of the dispute, the dispute must be referred for resolution in accordance with Condition 19.

## 15. Assignment and subcontracting

- 15.1 The Contractor must not assign this Contract or the **Contract Work** without the prior written consent of the Owner.
- 15.2 The Contractor may subcontract parts of the **Contract Work** to appropriately licensed tradespersons, but the Contractor remains liable to the Owner for the **Contract Work**.

## 16. Variations

- 16.1 The **Contract Work** may be varied by way of an increase, decrease or substitution of the **Contract Work** agreed between the Contractor and the Owner provided that, before work commences, the details of the variation are put in writing in a Variation Document signed by both parties and initialled as necessary by the Owner.
- 16.2 The Variation Document may be a QBCC Form 4 - *Variation Document*, or other similar appropriate

document, with the particulars completed in accordance with the requirements of Schedule 1B of the QBCC Act, signed by both parties and initialled as necessary by the Owner.

- 16.3 The Variation Document complies with the requirements of Schedule 1B of the QBCC Act if it:
  - (a) is readily legible; and
  - (b) describes the variation; and
  - (c) states the date of the request for the variation; and
  - (d) if the variation will result in a delay affecting the subject work - states the Contractor's reasonable estimate for the period of delay; and
  - (e) states the change to the **Contract Price** because of the variation, or the method for calculating the change to the **Contract Price** because of the variation; and
  - (f) if the variation results in an increase in the **Contract Price** - states when the increase is to be paid; and
  - (g) if the variation results in a decrease in the **Contract Price** - states when the decrease is to be accounted for.
- 16.4 Any increase in the **Contract Price** as a result of the variation can not be required to be paid before work the subject of the variation is started.
- 16.5 The Contractor must give the Owner a readily legible signed copy of the Variation Document as soon as practicable (but within 5 **business days**) after the variation is agreed.
- 16.6 If the Contractor has requested the variation, the Contractor is only entitled to additional payment if the variation was necessary because of circumstances that could not have been reasonably foreseen by the Contractor when the Contract was entered into.

## 17. Extension of time

- 17.1 Subject to complying with Condition 17.2, the Contractor may only claim and is entitled to a reasonable extension of the **Date for Practical Completion** if:
  - (a) the need for the extension of time arises because of one or more of the following causes of delay prevents the Contractor from achieving



**Practical Completion** by the **Date for Practical Completion**:

- (i) a variation complying with Condition 16; or
  - (ii) a delay caused by the Owner or the Owner's authorised representative; or
  - (iii) a delay event stated in Schedule Item 6B which exceeds the stated allowance; and
- (b) the delay is not reasonably foreseeable and is beyond the reasonable control of the Contractor; and
- (c) the claim is made to the Owner in writing using a QBCC Form 1 - *Extension of Time Claim and Owner's Response to Claim* or similar appropriate document with the particulars, including the cause of the delay and the extension of the **Date for Practical Completion** claimed, completed; and
- (d) the claim is given to the Owner within 10 **business days** of the earlier of the Contractor becoming aware of the cause and extent of the delay and when the Contractor reasonably ought to have become aware of the cause and extent of the delay; and
- (e) the Owner approves the claim in writing using the QBCC Form 1 - *Extension of Time Claim and Owner's Response to Claim* or similar appropriate document .
- 17.2 The Contractor must take all reasonable steps to lessen the effect and duration of any delay.
- 17.3 The Contractor must give the Owner a signed copy of the claim for an extension of time within 5 **business days** of the Owner approving the claim.
- 17.4 The Owner must, within 10 **business days** of receiving the Contractor's claim, reasonably assess and return to the Contractor the said QBCC Form 1 - *Extension of Time Claim and Owner's Response to Claim* or similar appropriate document either agreeing to the extension of time claimed or giving reasons for the rejection of the whole or part of the said claim, failing which the said extension of time claim will be deemed to be disputed by the Owner.
- 17.5 Delay or failure by the Owner to agree to an extension of time does not cause the **Date for Practical Completion** to be set at large, but the Contractor shall be entitled to damages arising from the unreasonable rejection of all or part of a claim for an extension of the **Date for Practical Completion**.

## 18. Liquidated damages

- 18.1 If the Contractor fails to achieve **Practical Completion** of the **Contract Work** by the **Date for Practical Completion**, then the Contractor must pay to the Owner liquidated damages calculated at the rate provided in Schedule Item 10.
- 18.2 Liquidated damages may only be deducted by the Owner from the amount payable to the Contractor in respect of the **Practical Completion Stage**. If the Owner's entitlement to liquidated damages exceeds the amount payable to the Contractor for the **Practical Completion Stage**, the excess may be recovered by the Owner as a debt due to the Owner by the Contractor.

### WARNING TO OWNER

The entitlement to claim, and the amount to be deducted, for liquidated damages must be assessed carefully and in accordance with the Contract. Any valid extensions of time must be taken into consideration when calculating the number of days of liquidated damages which can be claimed.

## 19. Dispute resolution

- 19.1 If a dispute under the Contract arises between the parties, either party may give the other party a written notice of dispute adequately identifying and providing details of the dispute.
- 19.2 If the dispute is not resolved within 10 **business days** of the receipt of the notice of dispute, either party may refer the matter to a dispute resolution process administered by the Queensland Building and Construction Commission.
- 19.3 A party will not commence any proceedings in respect of the dispute in any court or tribunal of competent jurisdiction until the dispute resolution process referred to in Condition 19.2 is at an end.
- 19.4 Where a dispute has arisen under or in connection with this Contract, including Condition 17.4, the Contractor must proceed diligently with the **Contract Work** notwithstanding the existence of the dispute.

## 20. Termination after notice of default

- 20.1 If either party is in Substantial Breach of this Contract, the party not in breach may give the other party a written notice identifying and describing the breach and stating the intention to terminate the Contract if the breach is not remedied within 10 **business days** from the giving of the notice.
- 20.2 If the Substantial Breach is not remedied within 10 **business days** of receipt of the written request to remedy the breach, the party not in breach may end this Contract by giving written notice to that effect.
- 20.3 If the Contract is terminated pursuant to this Condition the Owner must pay the Contractor the reasonable value of any work properly carried out by the Contractor prior to that termination and which has not been the subject of previous payment.

## 21. Termination for insolvency

- 21.1 Notwithstanding Condition 20, should either party become insolvent then the other party may, by giving a written notice, immediately terminate this Contract.

## 22. Practical Completion

- 22.1 The Contractor must give to the Owner 3 **business days** prior written notice of the date upon which the Contractor anticipates that the **Contract Work** will reach **Practical Completion**.
- 22.2 On the date specified in that notice as the anticipated date on which the **Contract Work** will reach **Practical Completion**, the Owner or the Owner's authorised representative will inspect the **Contract Work** and if satisfied that the **Contract Work** has reached **Practical Completion**, and if the Contractor produces to the Owner satisfactory evidence that all relevant inspections and approvals required by the *Sustainable Planning Act 2009* and the *Building Act 1975* and by any body having the relevant jurisdiction have been satisfactorily completed, the Contractor must:
- compile with the Owner, or the Owner's authorised representative, and sign the QBCC Form 5 - *Defects Document* and give a copy to the Owner; and
  - hand over the **Contract Work** to the Owner.

- 22.3 If the Owner considers that the **Contract Work** has not reached **Practical Completion** the Owner must as soon as practicable give the Contractor written notice of those matters which are required to be done for the **Contract Work** to reach **Practical Completion**. The Contractor must carry out such matters as may be necessary for the **Contract Work** to reach **Practical Completion** and must otherwise proceed in accordance with the preceding paragraph.
- 22.4 When the Contractor has satisfied all of its obligations under Condition 22.2 the Owner must immediately pay the Contractor the progress claim for the **Practical Completion Stage** (as adjusted under Condition 18, if applicable).

## 23. Defects after completion

- 23.1 The Contractor shall make good any defects or omissions in the Contract Work which become apparent to the Owner within 12 months of the **Date of Practical Completion**.
- 23.2 If there are any such defects or omissions, the Owner must, as soon as practicable but no later than 12 months after the **Date of Practical Completion**, give the Contractor written notice to make good such defects or omissions and must give the Contractor reasonable access to the **Site** for that purpose.
- 23.3 Subject to reasonable access being provided, the Contractor must within 28 calendar days of the notice being given rectify any defects or omissions notified to the Contractor under Condition 23.2 during usual business hours.

### WARNING TO OWNER

QBCC is only able to direct contractors to rectify non-structural defects for a period of 12 months from the **Date of Practical Completion**. QBCC therefore recommends that you carefully check the contracted work, and notify the contractor in writing of any non-structural defects you identify, well before the expiry of this 12 month period.

## 24. Notices

- 24.1 Any notice under this Contract must, unless otherwise stated, be given in writing and sent to the party to whom the notice is to be given at the address stated in the Schedule, or such other address as is subsequently advised in writing, in one of the following ways:
- (a) delivered to the other party by hand; or
  - (b) delivered by prepaid post to the address noted in the Schedule; or
  - (c) sent by facsimile to the facsimile number noted in the Schedule; or
  - (d) sent by email to the email address noted in the Schedule.
- 24.2 Any notice sent by post is deemed to be given at the time when by the ordinary course of post it would have been delivered.
- 24.3 Any notice sent by facsimile is deemed to be given at the time when a valid transmission report is received by the sender.
- 24.4 Any notice sent by email is deemed to be given in accordance with the following provisions:
- (a) the notice is deemed given at the time the email is sent provided it is sent before 5.00pm on a **business day** at the place of receipt on the day it is sent and otherwise on the next **business day** at the place of receipt, provided:
    - (i) the sender's computer or email account does not receive a message that the message has not been delivered (including an 'out of office' message); and
    - (ii) the email has been received fully and in legible form by the receiver; and
    - (iii) the receiver has not advised the sender in writing that a notice cannot be given to them by email for the stated period.



































## Contact list

The contact list below is provided to enable you to conveniently record the names and contact details of people and organisations important to your project. Keep copies of all important papers regarding your project in a safe place.

### YOUR PERSONAL CONTACTS RELEVANT TO YOUR BUILDING PROJECT

	Name & Email	Other Contact Details
Solicitor	Name:	
	Email:	 
Finance Provider <i>(if any)</i>	Name:	
	Email:	 
Building Designer or Architect	Name:	
	Email:	 
Building Contractor	Name:	
	Email:	 
Site Supervisor	Name:	
	Email:	 
Building Certifier	Name:	
	Email:	 
Local Government	Name:	
	Email:	 
Insurance Company	Name:	
	Email:	 
Building Consultant	Name:	
	Email:	 
Neighbours <i>(if relevant)</i>	Name:	
	Email:	 



# **QBCC LEVEL 1 RENOVATION, EXTENSION AND REPAIR CONTRACT**

## **(FOR CONTRACTS \$3,301 - \$19,999)**

### THIS DOCUMENT CONTAINS:

- Schedule for QBCC Level 1 Renovation, Extension and Repair Contract
- Prime Cost Items and Provisional Sums Schedules
- Form 1 - *Extension of Time Claim and Owner's Response to Claim*
- Form 2 - *Progress Claim*
- Form 3 - *Notice of Dispute of Progress Claim*
- Form 4 - *Variation Document*
- Form 5 - *Defects Document*

These forms are produced on 'No Carbon Required' (NCR) paper.  
(Fold this cover under the duplicate copy when filling out forms)

When each form or Schedule is completed, the Contractor is to retain the original document and give 1 copy to the Owner. Extra copies of forms and Schedules may be downloaded from QBCC's website.

# SCHEDULE FOR QBCC LEVEL 1 RENOVATION, EXTENSION AND REPAIR CONTRACT

This Contract is intended to be used for the renovation, extension, improvement or routine repair of a home (including a house, duplex or unit), or associated work (e.g. landscaping, driveways, fencing, pool/spa construction, etc.), where the Contract Price is less than \$20,000. For larger projects the Level 2 version of this Contract should be used.

**NOTE TO OWNER:** To better understand your contractual rights and obligations, **BEFORE SIGNING carefully read this Schedule and the Contract Checklist and General Conditions in the Homeowner's Booklet dated July 2015.**

**NOTE TO CONTRACTOR:** When completed, retain original and give 1 signed copy of this Schedule to the Owner.

## The Owner

Owner's name/s: \_\_\_\_\_

Address: \_\_\_\_\_

Post Code: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Owner has checked the Contractor's licence and history via QBCC's Online Licence Search:  Yes  No

The Owner IS

IS NOT  a Resident Owner. (Tick the appropriate box)

**NOTE:** An Owner is a Resident Owner if he/she intends to reside in the building where the Contract Work is to be performed on, or within 6 months of, completion of the Contract Work.

Owner's Authorised Representative (if any): \_\_\_\_\_

Mobile Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## The Contractor

Contractor's name (must be as shown on licence): \_\_\_\_\_

Licence Number: \_\_\_\_\_ ABN No: \_\_\_\_\_

Contractor confirms: My licence is current, active and appropriate for this work:  Yes  No

Address: \_\_\_\_\_

Postcode: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Mobile Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor's Authorised Representative (if any): \_\_\_\_\_

Mobile Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Item	Subject	Notes	Particulars
1	<b>CONTRACT PRICE</b> Condition 2.  <b>WARNING:</b> The Contract Price is subject to change due to Conditions 2, 14, 16 & 18.	For information about Prime Cost (PC) Items and Provisional Sums (PS) see Conditions 1 and 2 of the General Conditions. If the Contract includes such allowances, a PC/ PS Schedule must be completed by the Contractor, signed by both parties and attached.	<b>(a) Fixed Price Component:</b> \$ _____ (incl. GST) (includes deposit in Item 2)  <b>(b) Prime Cost Items (if any):</b> \$ _____ (incl. GST)  <b>(c) Provisional Sums (if any):</b> \$ _____ (incl. GST)  <b>CONTRACT PRICE =</b> \$ _____ (incl. GST) (a) + (b) + (c)
2	<b>DEPOSIT</b> Condition 14	For further details on maximum deposits see s33 of Schedule 1B of the QBCC Act.	Amount of deposit: \$ _____ (incl. GST)  <b>The maximum deposit allowed is:</b> <ul style="list-style-type: none"> <li>5% where Contract Price is \$20,000 or more</li> <li><b>10% where Contract Price is less than \$20,000</b></li> <li>20% where off-site work comprises more than 50% of total Contract Price (regardless of Contract Price).</li> </ul>



Item	Subject	Notes	Particulars
3	<b>BRIEF DESCRIPTION OF THE CONTRACT WORK</b>	Insert a brief description of the Contract Work and <b>attach and refer to plans and specifications</b> (where relevant) e.g. <i>kitchen renovation as per attached plans dated .../.../.... and specifications dated .../.../....,</i>	Please type your answer here.
4	<b>SITE</b> Condition 11		Site Address: _____ _____  <b>Real Property Description:</b>  Lot No: _____ Plan Type (e.g. RP/SP/BUP): _____ Plan No: _____ Local Authority: _____
5	<b>STARTING DATE</b> Conditions 1	<b>NOTE:</b> The Contractor must ensure that the work under this Contract starts by the Starting Date, being the <b>latest</b> of: <ul style="list-style-type: none"> <li>the following agreed date ____ / ____ / ____ ; or</li> <li>10 business days after the issue of approved plans by the Assessing Certifier (if approved business plans are required); or</li> <li>10 business days after the Owner has satisfied its financial obligations under Condition 5.1.</li> </ul>	
6	<b>COMPLETION PERIOD</b> (including Construction Days and allowances for likely delays) Conditions 17 & 22	<b>NOTE TO CONTRACTOR:</b> You must state here the allowances (in days) you have made for delay factors which are reasonably likely to affect the time required to carry out the work.  <b>NOTE TO OWNER:</b> The Contractor is not entitled to claim an extension of the Date for Practical Completion (Schedule Item 7) for a delay stated here (e.g. inclement weather) unless the number of days the Contractor is actually delayed is greater than the allowance stated here in Schedule Item 6B.	<b>A. Construction Days</b> (excluding delays allowed in 'B') Business days needed to construct the Works = <u>  A  </u>  <b>PLUS</b>  <b>B. Allowances for likely delays:</b> (i) Inclement weather allowance (business days) = ____ (ii) Other likely delays, if any (business days) = ____ Details of delay _____ (iii) Non-working days (incl. w/ends, RDOs, public holidays, etc.) = ____ <b>Total delay days allowed: (i) + (ii) + (iii) = <u>  B  </u></b>  <b>COMPLETION PERIOD:</b> Construction Days (Item 6A) <b>PLUS</b> Total delay days allowed above (Item 6B) = <u>  A + B  </u>  <i>(This total represents the number of days between the Starting Date and the Date for Practical Completion)</i>
7	<b>DATE FOR PRACTICAL COMPLETION</b> Conditions 17 & 22	<b>NOTE TO CONTRACTOR:</b> Complete only one of the options in the 'Particulars' column (i.e. date or number of days) and delete the other.	Date: ____ / ____ / ____  <b>OR</b>  <b>Completion Period</b> of _____ calendar days (see Item 6) from the Starting Date or the date on which the work under this contract is commenced, whichever is the <b>earlier</b> .

Item	Subject	Notes	Particulars																												
<b>PROGRESS PAYMENTS</b> (Conditions 14 & 22)																															
8	<p><b>WARNING FOR CONTRACTOR:</b> The QBCC Act requires that all progress payments must be directly related to the progress of the work at the Site and proportionate to the value of the work that relates to the claim (e.g. the total value of the progress claims plus the deposit cannot exceed 50% of the Contract Price until more than 50% of the Contract Work has been performed on Site). <b>Breaches of this requirement attract heavy penalties.</b></p> <p>In presenting each progress claim you are warranting that the work on Site has reached the relevant stage set out below, and that the total amount claimed (including the deposit) is proportionate to the progress of the Contract Work at the Site.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">STAGE NO.</th> <th style="width: 65%;">Description of Construction Stage when Progress Payment is Due (Number of Stages will depend on the nature and value of the contracted work)</th> <th style="width: 15%;">% of Contract Price</th> <th style="width: 10%;">\$ Amount (incl. GST)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td style="text-align: center;">%</td> <td style="text-align: center;">\$</td> </tr> <tr> <td>2</td> <td></td> <td style="text-align: center;">%</td> <td style="text-align: center;">\$</td> </tr> <tr> <td>3</td> <td></td> <td style="text-align: center;">%</td> <td style="text-align: center;">\$</td> </tr> <tr> <td>4</td> <td></td> <td style="text-align: center;">%</td> <td style="text-align: center;">\$</td> </tr> <tr> <td></td> <td style="text-align: center;"><b>PRACTICAL COMPLETION STAGE</b></td> <td style="text-align: center;">%</td> <td style="text-align: center;">\$</td> </tr> <tr> <td></td> <td style="text-align: right;"><b>TOTAL OF PROGRESS PAYMENTS =</b></td> <td style="text-align: center;">%</td> <td style="text-align: center;">\$</td> </tr> </tbody> </table> <p><b>NOTE:</b> The total of progress payments above, plus the deposit recorded in Schedule Item 2, must equal the total amount shown for the Contract Price in Schedule Item 1.</p>			STAGE NO.	Description of Construction Stage when Progress Payment is Due (Number of Stages will depend on the nature and value of the contracted work)	% of Contract Price	\$ Amount (incl. GST)	1		%	\$	2		%	\$	3		%	\$	4		%	\$		<b>PRACTICAL COMPLETION STAGE</b>	%	\$		<b>TOTAL OF PROGRESS PAYMENTS =</b>	%	\$
STAGE NO.	Description of Construction Stage when Progress Payment is Due (Number of Stages will depend on the nature and value of the contracted work)	% of Contract Price	\$ Amount (incl. GST)																												
1		%	\$																												
2		%	\$																												
3		%	\$																												
4		%	\$																												
	<b>PRACTICAL COMPLETION STAGE</b>	%	\$																												
	<b>TOTAL OF PROGRESS PAYMENTS =</b>	%	\$																												
<b>WARNING TO OWNER</b>		Your insurance protection under the Queensland Home Warranty Scheme may be reduced if you make payments greater than, or prior to, what the Contract requires.																													
9	<b>FINANCE</b> Condition 1 & 5	<p><b>NOTE TO OWNER:</b> The Finance Date is the date by which the Owner must provide the Contractor with written evidence, satisfactory to the Contractor, of their capacity to pay the Contract Price (even if no loan is required). <b>Consult your Lender before inserting a date.</b></p>	<p>The Owner <b>DOES/DOES NOT</b> intend to borrow funds. (Cross out whichever does <b>not</b> apply)</p> <p>Proposed Lender: _____</p> <p>Amount of Loan: \$ _____</p> <p><b>Finance Date:</b> ____ / ____ / ____ (day) (month) (year)</p> <p><b>NOTE:</b> If no date stated, Finance Date is 10 business days from date of Contract.</p>																												
10	<b>LIQUIDATED DAMAGES</b> Condition 18	<p><b>NOTE TO OWNER AND CONTRACTOR:</b> You must discuss whether, or what, liquidated damages (LDs) apply to this project and insert either an amount per day or 'NIL' if LDs do not apply. <b>If this space is left blank, a default amount of \$50/day shall apply.</b></p>	<p>\$ _____ per day for each calendar day of delay in achieving Practical Completion.</p> <p><b>NOTE TO OWNER REGARDING LIQUIDATED DAMAGES</b> (if applicable): <b>It is very important that you carefully consider and complete this section.</b> LDs are often not applicable to small projects. If LDs do apply, the amount inserted above should be a genuine estimate at the time the Contract is signed of the costs/losses the Owner will incur (if any) in the event the Contract Work is not completed by the Date for Practical Completion (including any extra rental and storage costs, lost rent for rental properties, finance costs, etc. directly related to the delay in reaching Practical Completion).</p>																												

Item	Subject	Notes	Particulars
11	<b>INTEREST RATE ON OVERDUE PAYMENTS</b> Condition 14		_____ % per annum  The rate will not exceed the Commonwealth Bank of Australia Standard Variable Rate for home loans + 5%. (the 'default rate').
12	<b>PARTY RESPONSIBLE FOR BUILDING APPROVAL</b> Condition 7		_____  <i>(State whether the responsible party is Owner or Contractor)</i>
13	<b>CONTRACT DOCUMENTS</b> Conditions 2, 3, 6, 16 & 24	Any amendments or <b>'variations' to this Contract must be recorded in a Variation Document</b> (such as QBCC Form 4) which, when approved forms part of the Contract.  Foundations Data must be obtained if the Contract Work requires the construction or alteration of, or may adversely affect, footings or a concrete slab for a building. Unless appropriate and reliable Foundation Data already exists, the Contractor is required to obtain appropriate Foundations Data and provide a copy to the Owner when paid for.	<b>(a) PLANS (dated and attached)</b> supplied by: Contractor <input type="checkbox"/> Owner <input type="checkbox"/> on ___/___/___ N/A <input type="checkbox"/> <b>(b) SPECIFICATIONS (dated and attached)</b> supplied by: Contractor <input type="checkbox"/> Owner <input type="checkbox"/> on ___/___/___ N/A <input type="checkbox"/> <b>(c) PRIME COST ITEMS / PROVISIONAL SUMS</b> Are Prime Cost Items included? YES <input type="checkbox"/> NO <input type="checkbox"/> Are Provisional Sums included? YES <input type="checkbox"/> NO <input type="checkbox"/>  If YES to either question, the Contractor must complete and sign the Prime Cost Items and/or Provisional Sums Schedule/s and copy to Owner. <b>(d) FOUNDATIONS DATA</b> supplied by: Contractor <input type="checkbox"/> Owner <input type="checkbox"/> on ___/___/___ N/A <input type="checkbox"/>
14	<b>SIGNATURES</b>	<b>NOTE: The Contractor must give the Owner a signed copy of the entire Contract, including plans and specifications, within 5 business days after the Contractor signs the Contract.</b>	<b>Signed by the Owner/s:</b>  Owner 1: _____ Owner 2 (if any): _____ In the presence of: _____ <i>(signature of witness)</i> <b>Signed by the Contractor:</b> _____ In the presence of: _____ <i>(signature of witness)</i> <b>Dated this:</b> _____ day of _____ 20 _____

<p><b>IMPORTANT NOTICE TO OWNER: 'COOLING-OFF' PERIOD</b></p> <p>Under Schedule 1B of the QBCC Act you may have the right to withdraw from this Contract during the cooling-off period of 5 business days commencing when you have received a signed copy of the entire Contract, including any plans and specifications. If you wish to withdraw under the 'cooling-off' provisions you must give the Contractor a signed written notice stating that you withdraw from the Contract under section 35 of Schedule 1B of the QBCC Act (see section 37 of Schedule 1B of the QBCC Act for more details on the procedure for withdrawing).</p>	<p>The Owner and the Contractor agree that the Contractor shall carry out the Contract Work described in this Contract for the Contract Price it provides and upon its terms.</p> <p>This Contract includes:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Homeowner's Booklet (incl. Contract Checklist and General Conditions) and Contractor's Booklet, both dated July 2015; and</li> <li><input type="checkbox"/> The Contract Schedule, PC and PS Schedules and Forms 1 - 5, all dated July 2015; and</li> <li><input type="checkbox"/> Plans, specifications and any other contract documents described in Schedule Item 13.</li> </ul>
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# PRIME COST ITEMS & PROVISIONAL SUMS SCHEDULES

(Condition 1, 2 & 4 of QBCC Level 1 Renovation, Extension and Repair Contract)

PART A - ALLOWANCES FOR PRIME COST ITEMS (if any)				
NOTE: For the definition of a 'Prime Cost Item' - refer to Condition 1 of the General Conditions of this Contract.				
Detailed description of Prime Cost Item	Contractor's best estimate of price, and breakdown of estimate.		PLUS Contractor's margin (\$ amount or %) - 10% if nothing stated	Total for Prime Cost Item (incl. margin & GST)
	No. of items or quantity of materials	Cost per unit (excl. GST)		
Example: Floor tiles	100m <sup>2</sup>	\$40/m <sup>2</sup>	100m <sup>2</sup> x \$40 = \$4,000 + 10% margin = \$4,400 (excl. GST)	\$4,400 + 10% GST = <b>\$4,840</b>
<b>TOTAL:</b>				\$ _____
(Transfer total to Item 1(b) of Contract Schedule)				(incl. GST)

PART B - ALLOWANCES FOR PROVISIONAL SUMS (if any)				
NOTE: For the definition of a 'Provisional Sum' - refer to Condition 1 of the General Conditions of this Contract.				
Description of contracted service covered by the Provisional Sum	Contractor's best estimate of cost of providing the contracted service excl. GST. Include the estimated quantity and unit cost of materials (if any), estimated labour cost, and any other costs (e.g. equipment hire).		PLUS Contractor's margin (\$ amount or %) - 10% if nothing stated	Total for Prime Cost Item (incl. margin & GST)
Example: Removal of asbestos	30m <sup>2</sup> @ \$60/m <sup>2</sup> excl. GST = \$1,800 (incl. preparation, removal & disposal)		\$1,800 + 10% margin = \$1,980 (excl. GST)	\$1,980 + 10% GST = <b>\$2,178</b>
<b>TOTAL:</b>				\$ _____
(Transfer total to Item 1(c) of Contract Schedule)				(incl. GST)

Signed by the Owner/Owner's Representative

Signed by the Contractor/Contractor's Representative

DATED: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
(day) (month) (year)

DATED: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
(day) (month) (year)

### NOTE TO OWNER/S AND CONTRACTOR

These allowances should be kept to a minimum to reduce uncertainty about the final Contract Price.

When this Schedule is completed, Contractor to retain original and give 1 legible copy to Owner.

# FORM 1

## EXTENSION OF TIME CLAIM AND OWNER'S RESPONSE TO CLAIM

(Condition 17 of the General Conditions of QBCC Level 1 Renovation, Extension and Repair Contract)

**NOTE TO CONTRACTOR:** This blank form may be copied for multiple use. You must attach any relevant supporting information (e.g. dates on which rain, or its effects, prevented work on Site) and give the Owner a signed copy of this claim form within 5 business days of the Owner approving the claim.

To: (Owner/s) \_\_\_\_\_  
(insert name and postal address of Owner/s)

From: (Contractor) \_\_\_\_\_

Regarding construction at: \_\_\_\_\_  
(insert Site address)

The Contractor wishes to claim an extension of time of the Date for Practical Completion.

The cause of the delay in achieving Practical Completion is: \_\_\_\_\_

(insert full description of a cause of delay from Condition 17.1)

The cause of the delay:  is **not** a cause of delay listed in Schedule Item 6B.  
(tick whichever is applicable)  is a cause of delay listed in Schedule Item 6B, but the number of days that the Contractor has actually been delayed is more than the allowance stated in Schedule Item 6B.

The delay arose on: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
(day) (month) (year)

Number of additional **business days** claimed by the Contractor as a consequence of this delay: \_\_\_\_\_  
(business days)

New Date for Practical Completion after allowance for this delay: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
(day) (month) (year)

SIGNED: \_\_\_\_\_ DATED: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
(Contractor/Contractor's Representative to sign here) (day) (month) (year)

### NOTE TO OWNER

The Contractor must give you this form within 10 business days of the earlier of the Contractor becoming aware of the cause and extent of the delay or when the Contractor reasonably ought to have become aware of the cause and extent of the delay. If you accept the Contractor's claim for an extension, then the Date for Practical Completion will be extended by the business days claimed by the Contractor. You must indicate your acceptance, rejection or partial rejection of the Contractor's claim by completing, signing and returning this form, or similar written notice, to the Contractor as soon as possible but within 10 business days of receiving the claim. Keep a copy for your records.

OWNER'S RESPONSE TO EOT CLAIM DATED: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

EOT Claim Response No.  
\_\_\_\_\_

Tick whichever is applicable:  The Owner **agrees with** the extension of time claim.  
 The Owner **rejects** the extension of time claim.  
 The Owner **rejects part of** the extension of time claim.  
The part of the claim rejected is \_\_\_\_ business days.

The reason/s for rejecting all or part of the extension of time claim is/are: (state reason/s below)

Please type your answer here.

Signed by the Owner/Owner's Representative: \_\_\_\_\_ DATED: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
(day) (month) (year)

When both parties have completed this form, Contractor to retain original and give 1 legible copy to Owner.

# FORM 2

## PROGRESS CLAIM

(Condition 14 of the General Conditions of QBCC Level 1 Renovation, Extension and Repair Contract)

**NOTE TO CONTRACTOR:** This blank form may be copied for multiple use. Give this form to the Owner, together with Form 3 and any certificates of inspection relevant to this payment stage.

To: (Owner/s) \_\_\_\_\_  
(insert name and postal address of Owner/s)

From: (Contractor) \_\_\_\_\_

Regarding construction at: \_\_\_\_\_  
(insert Site address)

The Contractor certifies that the Works have reached the Stage described as:

(The Stage must be a Progress Payment Stage as set out in Item 8 of the Contract Schedule)

The Contractor claims payment for the following:

1. The completion of Works to the Stage indicated above in the amount of: \$ \_\_\_\_\_

(insert the amount in words and figures)

**NOTE:** The percentage/amount of the Contract Price that can be claimed is set out at Item 8 of the Contract Schedule.

2. Adjustment (if any) for Prime Cost (PC) Items claimed at this Stage: (Delete this section if no PC Items in Contract Price)

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

(insert description of PC Item/s and whether adjustment is + or - compared to allowance stated in the PC Schedule)

**NOTE:** The Contractor must attach to this progress claim any invoice, receipt or other document showing the cost of any Prime Cost Item.

3. Adjustment (if any) for Provisional Sums (PS) claimed at this Stage: (Delete this section if no PS Items in Contract Price)

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

\_\_\_\_\_ \$ \_\_\_\_\_

(insert description of PS Item/s and whether adjustment is + or - compared to allowance stated in the PS Schedule)

**NOTE:** The Contractor must attach to this progress claim any invoice, receipt or other document showing the cost of any Provisional Sum.

4. Adjustment for variations: (must have been previously recorded in a Variation Document and authorised by Owner)

\_\_\_\_\_ as set out in QBCC Form 4 - Variation Document dated: / / \$ \_\_\_\_\_

\_\_\_\_\_ as set out in QBCC Form 4 - Variation Document dated: / / \$ \_\_\_\_\_

\_\_\_\_\_ as set out in QBCC Form 4 - Variation Document dated: / / \$ \_\_\_\_\_

(insert description of variation/s) (insert Variation Document date) (insert amount of increase or decrease due to variation)

**TOTAL AMOUNT OF THIS PROGRESS CLAIM:** \$ \_\_\_\_\_

(add or subtract the adjustments in Items 2, 3 & 4 above from the Stage payment stated in Item 1) (incl. GST)

Signed by the Contractor/Contractor's Representative: \_\_\_\_\_ DATED: \_\_\_\_/\_\_\_\_/\_\_\_\_  
(day) (month) (year)

**NOTE TO CONTRACTOR:**

Where claim is for Practical Completion Stage, you must attach a Defects Document in QBCC Form 5.

**NOTE TO OWNER:** Except for the Practical Completion Stage, you must pay the amount claimed by the Contractor, or any part of it with which you agree, within 5 business days of receipt of this progress claim. If you dispute all or part of the Contractor's progress claim, you must, within 5 business days of receiving the claim, give the Contractor a QBCC Form 3 - Notice of Dispute of Progress Claim or similar written notice stating that you dispute all or part of the progress claim and your reasons for doing so. For the Practical Completion Stage, you must pay the Contractor immediately after the Contractor has satisfied Condition 22.2.

When form completed, Contractor to retain original and give 1 legible copy to Owner.

# FORM 3

## NOTICE OF DISPUTE OF PROGRESS CLAIM

(Condition 14 of the General Conditions of QBCC Level 1 Renovation, Extension and Repair Contract)

**NOTE TO CONTRACTOR:** This blank form may be copied for multiple use and must accompany a QBCC Form 2.

**NOTE TO OWNER:** If you intend to dispute a progress claim, this form must be returned to the Contractor within 5 business days of receipt of the disputed progress claim.

To: (Contractor) \_\_\_\_\_  
(insert name and postal address of Contractor)

From: (Owner/s) \_\_\_\_\_  
(insert name and postal address of Owner/s)

Regarding construction at: \_\_\_\_\_  
(insert Site address)

(tick whichever is applicable)

The Owner **rejects all of** your progress claim dated: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (insert date) for the Stage described in Schedule Item 8 as \_\_\_\_\_

**OR**

The Owner **rejects part of** your progress claim dated: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ (insert date) for the Stage described in Schedule Item 8 as \_\_\_\_\_

The value of the part of the progress claim that is rejected is: \$ \_\_\_\_\_ (incl. GST)  
(insert amount)

**The reason/s for rejecting all or part of the claim is/are:** (set out reason/s)

Please type your answer here.

SIGNED: \_\_\_\_\_  
(Owner/Owner's Representative to sign here)

DATED: \_\_\_\_ / \_\_\_\_ / \_\_\_\_  
(day) (month) (year)

**When form completed, Owner to give the Contractor the original and Owner to retain 1 legible copy.**

# FORM 4

## VARIATION DOCUMENT

(Condition 16 of the General Conditions of QBCC Level 1 Renovation, Extension and Repair Contract)

**NOTE TO CONTRACTOR:** This form, which may be copied for multiple use, must be presented to and signed by the Owner **before** you start any work described in the variation.

To: (Owner/s) \_\_\_\_\_  
(insert name and postal address of Owner/s)

From: (Contractor) \_\_\_\_\_

Site Address: \_\_\_\_\_  
(insert Site address)

This document is for a variation:  required by law  
(tick whichever is applicable)  for extra excavation and foundations  
 requested by the Owner/Owner's Representative  
 requested by the Contractor/Contractor's Representative for the following reasons: \_\_\_\_\_  
\_\_\_\_\_  
(insert reasons)

The change to the Works is as follows: \_\_\_\_\_  
\_\_\_\_\_  
(insert description of the variation including any change to the work or materials required by reason of the variation)

The Contractor's/Contractor's Representative's reasonable estimate of the period of any delay in the Date for Practical Completion that will result from the variation is: \_\_\_\_\_ business days.

### NOTE TO CONTRACTOR/CONTRACTOR'S REPRESENTATIVE

If the variation causes you actual delay you must also submit a QBCC Form 1 - *Extension of Time Claim and Owner's Response to Claim* within 10 business days of the earlier of when you became aware of the cause and extent of the delay, or when you reasonably ought to have become aware of the cause and extent of the delay (see Condition 17).

The variation will change the price payable by the Owner as follows: (tick whichever is applicable)

increase the price by: \$ \_\_\_\_\_  
(incl. GST)

no change to price

decrease the price by: \$ \_\_\_\_\_  
(incl. GST)

increase/decrease (delete whichever is not applicable) the price by an amount that will be calculated as follows:

\_\_\_\_\_  
(state how the increase/decrease will be calculated)

The increase or decrease (if any change) in the Contract Price payable by the Owner as a result of the variation will be taken into account in the Contractor's progress claim for the following Stage described in Schedule Item 8:

\_\_\_\_\_  
(insert description of Stage from Schedule Item 8)

\_\_\_\_\_  
(Owner/Owner's Representative to initial here)

**NOTE:** The Contractor cannot seek an increase in payment due to a variation before the variation work has been completed.

SIGNED: \_\_\_\_\_  
(Owner/Owner's Representative to sign)

SIGNED: \_\_\_\_\_  
(Contractor/Contractor's Representative to sign)

DATED: \_\_\_\_/\_\_\_\_/\_\_\_\_  
(day) (month) (year)

DATED: \_\_\_\_/\_\_\_\_/\_\_\_\_  
(day) (month) (year)

When form completed, Contractor to retain original and give 1 legible copy to Owner.



# FORM 5

## DEFECTS DOCUMENT

(Condition 14, 22 & 23 of the General Conditions of QBCC Level 1 Renovation, Extension and Repair Contract)

**NOTE TO CONTRACTOR:** This form (which ideally should be completed with the Owner or their Representative at handover) may be copied for multiple use.

*Identify below those minor defects or minor omissions which are agreed between the parties and those minor defects or minor omissions which are **not** agreed by the Contractor, then sign and date this form.*

**AGREED MINOR DEFECTS/MINOR OMISSIONS**

The Owner/Owner's Representative and the Contractor/Contractor's Representative agree that the following minor defects or minor omissions exist at Practical Completion.

Item No.	Description of minor defect or minor omission	Date for rectification

**MINOR DEFECTS/MINOR OMISSIONS CONTRACTOR DOES NOT AGREE WITH**

The Owner/Owner's Representative believes that the following additional minor defects or minor omissions exist at Practical Completion. The Contractor does not agree.

Item No.	Description of minor defect or minor omission	Contractor to state why they do <u>not</u> agree that there is a minor defect or minor omission.

\_\_\_\_\_  
*(Signed by the Owner/Owner's Representative)*

\_\_\_\_\_  
*(Signed by the Contractor/Contractor's Representative)*

**DATED:** \_\_\_\_/\_\_\_\_/\_\_\_\_  
 (day) (month) (year)

**DATED:** \_\_\_\_/\_\_\_\_/\_\_\_\_  
 (day) (month) (year)

**When form completed, Contractor to retain original and give 1 legible copy to Owner.**