



QBCC NEW HOME CONSTRUCTION CONTRACT

THIS DOCUMENT CONTAINS:

Schedule for QBCC New Home Construction Contract

Prime Cost Items Schedule

Provisional Sums Schedule

Form 1 - *Commencement Notice*

Form 2 - *Extension of Time Claim and Owner's Response to Claim*

Form 3 - *Progress Claim*

Form 4 - *Notice of Dispute of Progress Claim*

Form 5 - *Variation Document*

Form 6 - *Defects Document*

Form 7 - *Certificate of Practical Completion*

These forms are produced on 'No Carbon Required' (NCR) paper.

(Fold this cover under the triplicate copy when filling out forms)

When each form or schedule is completed, the Contractor is to retain the original document and give two (2) copies to the Owner. Extra copies of forms and schedules may be downloaded from the QBCC website.

NOVEMBER 2013

SCHEDULE FOR

QBCC NEW HOME CONSTRUCTION CONTRACT

This contract is intended to be used for the construction of a new home or other projects involving 'designated stages' (i.e. base, frame, enclosed and fixing stages).

NOTE TO OWNER: To better understand your contractual rights and obligations, **BEFORE SIGNING** carefully read this Schedule and the accompanying QBCC Contract Information Statement and General Conditions, both dated November 2013.

NOTE TO CONTRACTOR: When completed, retain original and give 2 signed copies of this Schedule to the Owner.

THE OWNER

Page 1 of 4

Owner's name/s: Mr and Mrs Jack and Diane Griffin
Address: 25 Rosalyn Place, Wilsonton QLD

Post Code: 4350

Business Phone: 07 4563 7877 Home Phone: 07 4563 8912 Fax:

Mobile Phone: 0409 024 695 Email: chunkylover69@yahoo.com.au

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 live in the Works on completion or within 6 months after completion.

Owner's Authorised Representative (if any):

Address: Post Code:

Business Phone: Home Phone: Fax:

Mobile Phone: Email:

IMPORTANT NOTICE TO OWNER: 'COOLING-OFF' PERIOD

Under the *Domestic Building Contracts Act 2000* (the 'DBC 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 **both** a signed copy of this Contract and the Contract Information Statement. 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 72 of the DBC Act (see Condition 1 of the General Conditions and Part 1 of the Contract Information Statement for more details).

The Owner and the Contractor agree that the Contractor shall carry out the work described in this Contract for the Total Price it provides and upon its terms.

This Contract includes:

- ☐ New Home Construction Contract Schedule, PC and PS Schedules and Forms 1 - 7, all dated November 2013;
- ☐ General Conditions of New Home Construction Contract dated November 2013; and
- ☐ Plans, specifications and any other contract documents described in Item 17 of this Contract Schedule.

THE CONTRACTOR

Contractor's name (must be as shown on licence): Brett Etchells

Licence Number: 78634 ABN No: 92 888 056 947

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

Address: 9 Waterview Court, Warana QLD Post Code: 4575

Business Phone: Home Phone: Fax:

Mobile Phone: 0456 896 493 Email: brett@etcheddesigns.com.au

Contractor's Authorised Representative (if any):

Address: Post Code:

Business Phone: Home Phone: Fax:

Mobile Phone: Email:

Item	Subject	Notes	Particulars
1.	BRIEF DESCRIPTION OF THE WORKS	Insert description of what is to be built and attach and refer to plans and specifications e.g. <i>construction of a new 2 storey home as per attached plans dated... & specifications dated...</i>	Construction of a single level, single slab masonry residential home with tiled roof comprising 5 bedrooms, 3.5 bathrooms plus lap pool
2.	SITE Condition 7		Site Address: 25 Kara View Court Rangeview QLD 4350 Real Property Description: Lot No: 2012 Plan Type (e.g. RP/SP/BUP): RP Plan No: 768532 Local Authority: Toowoomba Regional Council
3.	STARTING DATE Conditions 6, 12 & 29	NOTE: The Contractor must ensure that the work under this Contract starts by the Starting Date, being the latest of: - the following agreed date 19/07/2018; or 10 business days after the issue of approved plans by the Assessing Certifier; or 10 business days after the Owner has satisfied its financial obligations under Condition 6.2.	
4.	COMPLETION PERIOD (including Construction Days and 'Calculable Delays') Conditions 13, 14 & 22	NOTE TO CONTRACTOR: You must state here the allowances (in days) you have made for these delays, if there is a reasonable likelihood they will affect the time required to carry out the work. NOTE TO OWNER: The Contractor is not entitled to claim an extension of the Date for Practical Completion (Item 6) for a particular calculable delay (e.g. inclement weather) unless the number of days the Contractor is actually delayed is greater than the allowance stated here for that calculable delay.	A. Construction Days (excluding delays allowed in 'B') Business days needed to construct the Works = 111 PLUS B. Delays allowed for which can be estimated ('calculable delays'): (i) Inclement weather allowance (business days) = 15 (ii) Other likely delays, if any (business days) = Details of delay (iii) Non-working days (incl. w/ends, RDOs, public holidays, etc.) = 46 Total delay days allowed: (i) + (ii) + (iii) = 61 COMPLETION PERIOD: Construction Days (Item 4A) PLUS Total delay days allowed above (Item 4B) = 172
5.	DELAYS NOT ALLOWED FOR ('Incalculable Delays') Conditions 13 & 14	NOTE TO CONTRACTOR: If you reasonably believe that a delay will happen but you cannot estimate the number of days, complete this item. An example of such a delay could be a delay in the delivery of imported materials or fittings which may affect the Date of Practical Completion.	State the reason for the likely delay: State the general effect the delay is likely to have on the carrying out of the work under this Contract:
6.	DATE FOR PRACTICAL COMPLETION Conditions 13, 14 & 15	NOTE: Complete only one of the options in the 'Particulars' column (i.e. date or number of days) and delete the other.	Date: 20 / 03 / 2019 OR Completion Period of calendar days (see Item 4) from the Starting Date or the date on which the work under this contract is commenced, whichever is the earlier .

Item	Subject	Notes	Particulars
7.	PRICE Condition 16	NOTE: For Prime Cost (PC) Items and Provisional Sums (PS) see Condition 16 of the General Conditions. Where applicable, a PC/PS Schedule must be completed, signed by both parties and attached. WARNING: The Total Price is subject to change due to Conditions 7, 14, 16, 19, 20 & 22.	(a) Lump Sum Component: \$ 670,000.00 (incl. GST) (includes deposit in Item 9) + (b) Prime Cost Items (if any): \$ 31,080.00 (incl. GST) + (c) Provisional Sums (if any): \$ 28,000.00 (incl. GST)
8.	TOTAL PRICE Condition 16	Add 7(a) + 7(b) +7(c)	TOTAL PRICE: \$ 729,080.00 (incl. GST)
9.	DEPOSIT Condition 17	NOTE: The deposit must not exceed 5% of the Total Price if the Total Price is \$20,000 or more, or 10% if the Total Price is less than \$20,000.	Amount of deposit: \$ 36,454.00 (incl. GST)
10.	PROGRESS PAYMENTS Condition 17	NOTE: The progress payment stages set out at this Item are appropriate for the construction of a new home or other projects involving designated stages. If the work does <u>not</u> involve designated stages, the QBCC Renovation Extension & Repair Contract or the QBCC Natural Disaster Repair Contract (if the work results from a natural disaster) should be used.	Designated Stages (all prices incl. GST): Base Stage (excluding deposit) – 10% \$72,908.00 Frame Stage – 15% \$109,362.00 Enclosed Stage – 35% \$255,178.00 Fixing Stage – 20% \$145,816.00 Practical Completion – Balance \$109,362.00
WARNING: Insurance protection under the Queensland Home Warranty Scheme administered by QBCC may be reduced if payments are made in advance of contract requirements and construction progress.			
11.	AMOUNT TO BE DEPOSITED IN SECURITY ACCOUNT Condition 18	NOTE: This Item is optional – it may be relevant when the Contract is not subject to loan approval.	\$ _____
12.	LIQUIDATED DAMAGES Condition 19	NOTE TO OWNER AND CONTRACTOR: 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. If this space is left blank, a default amount of \$50/day shall apply.	\$ NIL _____ per day for each calendar day of delay in achieving Practical Completion. NOTE TO OWNER REGARDING LIQUIDATED DAMAGES (if applicable): It is very important that you carefully consider and complete this section. The liquidated damages amount should be a genuine pre-estimate of the costs/losses the Owner will incur (if any) in the event the work under this Contract 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).
13.	INTEREST RATE ON OVERDUE PAYMENTS Condition 20		_____ % per annum The rate will not exceed the Commonwealth Bank of Australia Standard Variable Rate for home loans + 5%.

Item	Subject	Notes	Particulars
14.	LOAN APPROVAL Conditions 2, 5 & 6	WARNING TO OWNER: The Loan Approval Date is the date by which the Owner must obtain Loan Approval. Consult your Lender before inserting a date. Delays in providing evidence of your financial capacity may delay the start of your project or lead to termination of the Contract.	The Contract IS/IS NOT subject to Loan Approval. (Cross out whichever does not apply) Lender: <u>(i would cross out IS)</u> Lender's address: _____ Amount of Loan: \$ _____ Loan Approval Date: / / (day) (month) (year)
15.	PARTY RESPONSIBLE FOR OBTAINING PLAN APPROVALS Condition 5		Owner _____ (State whether the responsible party is Owner or Contractor)
16.	PARTY RESPONSIBLE FOR COST OF EXTRA EXCAVATIONS AND FOUNDATIONS Condition 22	This item relates to responsibility for any extra excavations and foundations beyond what could reasonably be established from the foundations data.	Owner _____ (State whether the responsible party is Owner or Contractor)
17.	CONTRACT DOCUMENTS Condition 24	NOTE: Any subsequent amendments or variations to this Contract must be recorded in a Variation Document (such as QBCC Form 5) which then forms part of the Contract.	(a) PLANS (dated and attached) supplied by: Contractor ☐ Owner ☒ on 14 / 02 / 2018 N/A ☐ (b) SPECIFICATIONS (dated and attached) supplied by: Contractor ☐ Owner ☒ on 14 / 02 / 2018 N/A ☐ (c) PRIME COST ITEMS / PROVISIONAL SUMS Are Prime Cost Items included? YES ☒ NO ☐ Are Provisional Sums included? YES ☒ NO ☐ If YES, the Contractor must complete the Prime Cost Items or Provisional Sums Schedule/s and copy to Owner. (d) FOUNDATIONS DATA supplied by: Contractor ☐ Owner ☐ on / / N/A ☐ NOTE: Foundations Data must be obtained if the contracted 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 upon payment of the costs incurred in obtaining the data.
18.	SIGNATURES	NOTE: The Contractor must give the Owner a signed copy of the entire Contract, including plans and specifications, together with a copy of the QBCC approved Contract Information Statement, as soon as practicable (but within 5 business days) after entering the Contract.	Signed by the Owner/s: Owner 1: _____ Owner 2: _____ (if any) In the presence of: _____ (witness) Signed by the Contractor: _____ In the presence of: _____ (witness) Dated this: day of 20.....

PRIME COST ITEMS SCHEDULE

PC Items Schedule No.

.....

If this Schedule is used, both the Owner and Contractor must retain copies. **All prices include GST.**

Description of Item	Contractor's best estimate of price, and breakdown of estimate		PLUS Contractor's margin (state \$ amount or % to be added)	Total for Prime Cost Item (incl. margin & GST)
	No. of items or quantity of materials	Cost per unit		
Example: Floor tiles	50m ²	\$30/m ²	+ 10%	\$1,650
Tile Supply	259m2	\$50/m2	\$1295.00	\$14,245.00
Tile Lay	259m2	\$59.09/m2	\$1,530.45	\$16,835.00
Total (Transfer total to Item 7(b) of Contract Schedule)				\$ 34,188 (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 Total Price of the Contract.

When this Schedule is completed, Contractor to retain original and give 2 legible copies to Owner.

PROVISIONAL SUMS SCHEDULE

If this Schedule is used, both the Owner and Contractor must retain copies. **All prices include GST.**

Description of work the subject of Provisional Sum	Contractor's best estimate of cost of providing the contracted service. Include the estimated quantities of materials (if any), unit cost of those materials, estimated labour cost, and other costs (e.g. equipment hire).	PLUS Contractor's margin (state \$ amount or % to be added).	Total for Provisional Sum (incl. margin & GST)
Example: Rock removal	Excavator hire 5 hrs @ \$150/hr = \$750 Float hire = \$400 Tip fees = \$200 TOTAL = \$1,350	+10%	\$1,485
Fit Out of Walk In Robe - Master Suite	Joinery = \$10,000 Mirrors & Robe Doors = \$2,000 Carpet = \$3,000 Light Fixtures = \$2,000 Fur Storage Robe = \$8,454	\$2,545.00	\$28,000.00
Total (Transfer total to Item 7(c) of Contract Schedule)			\$ 28,000.00 (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 Total Price of the Contract.

When this Schedule is completed, Contractor to retain original and give 2 legible copies to Owner.