

CPCCBC4003A SELECT AND PREPARE A CONSTRUCTION CONTRACT, CPCCBC4016A ADMINISTER A CONSTRUCTION CONTRACT & CPCCBC4032A APPLY CONTRACT LAW TO SALES PROCESSES

The assessment activities for *CPCCBC4003A Select and prepare a construction contract*, *CPCCBC4016A Administer a construction contract* & *CPCCBC4032A Apply contract law to sales processes* cover all aspects of the unit of competency required. To demonstrate competence in this unit, a participant must undertake all tasks and complete them satisfactorily and consistently. For Apprentices and Trainees, this includes employer completion of the Employer Record Book (ERB).

Participants must read all the information given before starting any assessment task. The assessment tasks are intended to be equitable, fair and flexible. If a participant has any questions or requires alternative arrangements to be made such requests should be directed to their Trainer/Assessor, who should note such arrangements in the 'Assessor Comments' on the affected assessment. If a participant feels they are not yet ready to be assessed, they should discuss their options with their Trainer/Assessor.

To satisfactorily complete the assessment, the participant is required to answer all questions correctly and demonstrate their skills to industry standards. If a participant does not answer some questions or perform some tasks, they will be deemed 'Not Satisfactory' for the task and 'Not Yet Competent' for the unit of competency. The Trainer/Assessor is able to provide the participant with additional information on interpreting the assessment outcomes and provide guidance on the participant's options. Should a participant still be deemed 'Not Satisfactory' they will have the opportunity to undertake a supplementary assessment or appeal the result.

By signing the cover page for each assessment item, the participant acknowledges they understand the assessment instructions and requirements and consent to being assessed. The participant also verifies and assures the RTO that the work submitted is their own work.

Participant Name	
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Task	Assessment Results	
Theory Exam	☐ Satisfactory	☐ Not Yet Satisfactory
Practical Assessment	☐ Satisfactory	☐ Not Yet Satisfactory
Outcome for CPCCBC4003A	☐ Competent	☐ Not Yet Competent
Outcome for CPCCBC4016A	☐ Competent	☐ Not Yet Competent
Outcome for CPCCBC4032A	☐ Competent	☐ Not Yet Competent

Assessor Name	
Assessor Signature	
Unit Competence Determination Date	Click here to enter a date.

**CPCCBC4003A SELECT AND PREPARE A
CONSTRUCTION CONTRACT,
CPCCBC4016A ADMINISTER A CONSTRUCTION
CONTRACT &
CPCCBC4032A APPLY CONTRACT LAW TO SALES
PROCESSES**

THEORY EXAM INSTRUCTIONS

- This exam will occur under standard assessment conditions.
 - An oral examination may be allowed under certain circumstances, whereby the Participant's answers will be documented by a party other than the Participant. This must be acknowledged in writing (e.g. FT001 and Assessor Comments)
- Participants must provide enough detail in their responses to demonstrate their knowledge and skills.
- Please fill in the details below, providing your name, signature and date of assessment.
 - Your signature acknowledges that this is your own work.
- Assessors are to complete marking in pen of a different colour to the Participant.
- If a Participant initially answers a question incorrectly but modifies their response, they must follow the instructions below:
 - If a Participant changes their response in writing, they must put their initials next to the written change.
 - If a Participant changes their response verbally, this must be noted on the exam paper by the assessor.

Participant name

Nathan Wheeler

Participant signature



Date

20/02/2021

Assessor name

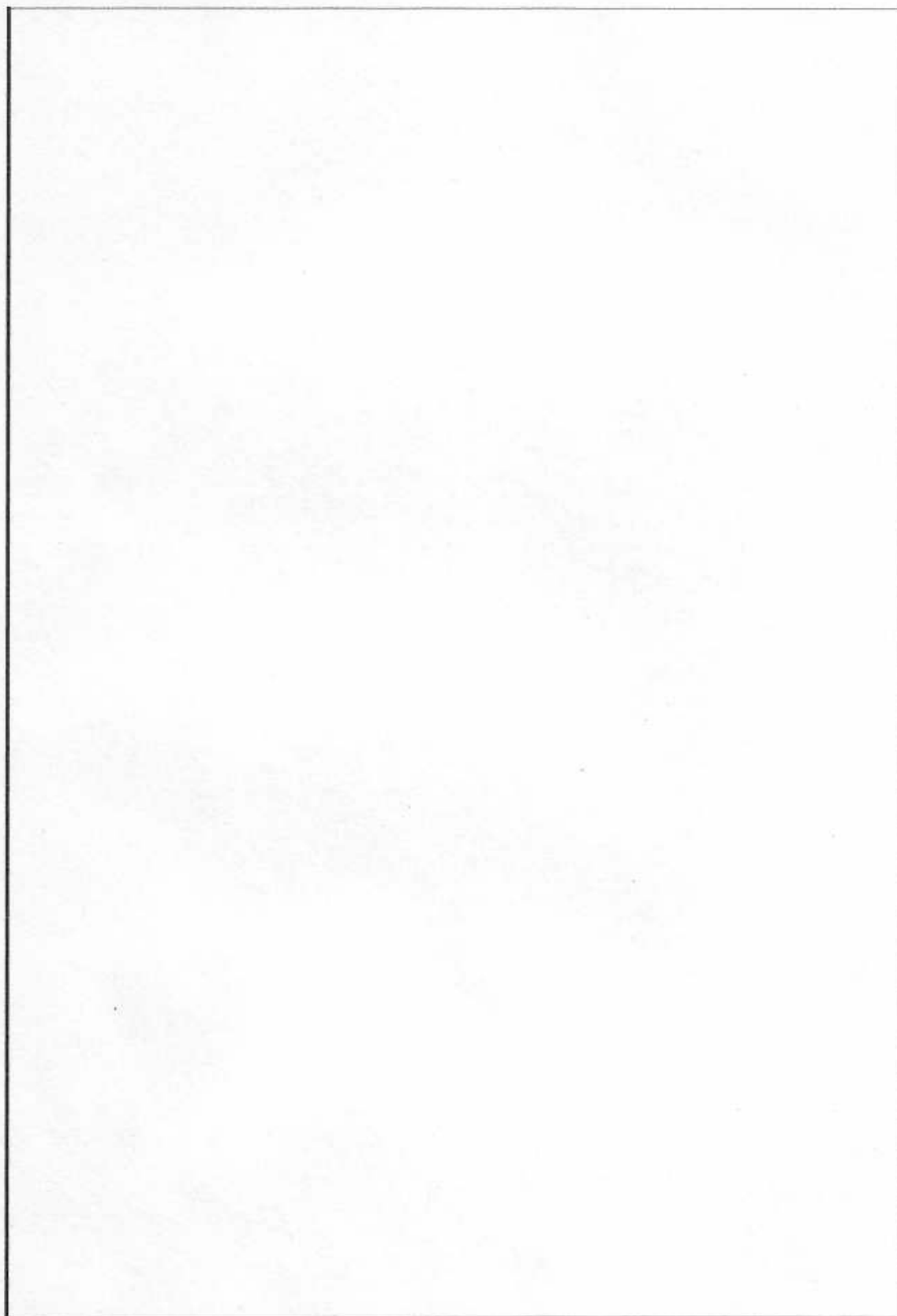
Assessor signature

Date

Click here to enter a date.

Number of questions	Number of questions answered correctly	Task outcome (Tick)	
51		Satisfactory	Not Yet Satisfactory
		☐	☐

ASSESSOR COMMENTS



1. **Order the following elements of an agreement from 1 to 4.**

Answer

Element Number	Element
2	Acceptance
4	Consideration
3	Intention of legal consequences
1	Offer

☐

2. **When would an offer be considered to have lapsed?**

Answer

When the time for acceptance expires
If the offer is withdrawn before acceptance
After a reasonable time in the circumstances

☐

3. **What happens to the offer if new terms are suggested?**

Answer

New terms suggested are regarded as a counter offer which can be accepted or rejected

☐

4. **What does it mean when a contract is supported by 'valuable consideration'?**

Answer

One party promises to do something in return for a promise from another party
Consideration is what each party gives to the other as the agreed price for the other's promises
Usually the consideration is the payment of money

☐

5. **Identify two (2) parties who may be deemed to not have the capacity to enter into a contract.**

Answer Some parties are deemed to not have the capacity to enter into a contract, for example, persons suffering from a mental disability or senile persons ☐

6. **Outline your understanding of 'consent' as it applies to contractual agreements. Identify when 'apparent consent' might not actually exist.**

Answer Both parties agree to the contract of their own free will, a party's genuine consent is an essential element of a legally binding contract. ☐

7. **Identify the building industry regulator in your state and describe its role, particularly with regards to providing advice about contracts.**

Answer Queensland building and construction commission. As the states governing body, they have a duty to provide standardised contracts for tradespeople and businesses to use which comply with Queensland's industry legislation. ☐

8. **Under what laws are domestic building contracts regulated?**

Answer Schedule 1B of the Queensland Building and Construction Commission Act 1991 ☐

9. **Domestic building contracts must be put in writing once the work exceeds what value?**

Answer \$3,300

☐

10. **A commercial building contract must be put in writing before the building work is started if the reasonable cost of the work is more than what amount? Identify the relevant law that imposes this requirement.**

Answer The QBCC act states that commercial work that exceeds \$10,000 must be put in writing.

☐

11. **Contractors must give the owner a signed copy of the entire contract (including any plans and specifications) within how many days after entering the contract?**

Answer Within 5 days of entering the contract.

☐

12. **What are the benefits of having a written contract in place between parties?**

Answer Written contracts provide more certainty for both parties. They clearly set out the details of what was agreed. Matters such as materials, timeframes, payments and a procedure to follow in the event of a dispute, can all be set out in a contract

☐

13. Match the common building contract clauses and definitions below by writing the appropriate letter next to each number in the centre column.

Answer	Clauses	Answers	Definition	☐
1	Acceptances	1 - F	A Provide specific reasons that allow the contract period to be adjusted	
2	Cost adjustments	2 - E	B A provision for which remedies can be sought if breached	
3	Extensions of time	3 - A	C Specifically outlines the tasks to be completed as part of the construction work	
4	Payments	4 - D	D Outlines the requirements for deposits	
5	Scope of work	5 - C	E Address the risk of rise/fall of expenses	
6	Term	6 - B	F Require that the contract be accepted or rejected by a certain date, otherwise the contract will not be binding	

14. Which of the following are preliminary contracts that a builder could ask a client to sign prior to signing the main contract? Tick all that apply.

Answer	Choice	Possible Answers	☐
	☐	Contract estimate	
	☐	Contract request	
	☒	Preliminary agreement	

15. True or False (Tick your response): Clauses within pre-contract agreements may carry over into the contract, so it is important to discuss these with the client and come to an agreement.

Answer	☒	True	☐
	☐	False	

16. **Identify and explain the purpose of four (4) standardised building construction contracts – two (2) residential and two (2) commercial.**

Answer

Contract name	Description
Level 1 - Renovation, Extension and Repair Contract	for renovations, extensions and routine repairs on existing homes for contracts \$3,301 to \$19,999
New Home Construction Contract	for the construction of a single home or duplex
Commercial Cost Plus contract	A cost plus contract for use on commercial building projects, where a lump sum price cannot be established, however a fair and reasonable estimate is given.
Commercial Minor Works Contract	A lump sum contract for minor commercial work up to the value of \$100,000



17. **Identify an appropriate standardised contract that would be suitable for a commercial works job up to \$100,000.**

Answer

Commercial minor works contract is the standard contract for works up to \$100,000.



18. **Identify one (1) standardised residential building contract and explain the maximum value of the work it may be used for.**

Answer

Level 1 - Renovation, Extension and Repair Contract - The maximum dollar value for this contract is \$19,999. This would be mainly used for small construction renovations such as a deck or where required repairs are needed such as cladding replacement or structural repairs such as joist replacement.



19. Describe the requirements for each of the topics listed below, with regards to residential contracts priced at \$20,000.

In Queensland, these are outlined in the QBCC Consumer Building Guide, which the consumer must sign before work is undertaken.

Answer

Topics	Definition
Builder's Licence	You should only deal with a QBCC-licensed contractor. If you engage an unlicensed contractor, your building work may not be covered under the Queensland Home Warranty Scheme. Before committing, check the contractor's licence and history via the QBCC Online Licence Search or by calling the QBCC.
Contract price	For contracts priced at \$20,000 or more, the contract price, if fixed, must be shown prominently on the first page of the contract schedule. If the contract price is not fixed, the method for calculating it, including any allowances, must be stated in the contract schedule. Allowances (items or services for which the price is not fixed when the contract is signed) should be kept to a minimum as the final cost often exceeds the estimate in the contract. The contract must also contain a warning about any provisions that may alter the contract price.
Building approvals and inspections	Building approvals and inspections are the responsibility of a building certifier who may be engaged by you or, more commonly, your builder. Mandatory building inspections may be required at certain stages of construction. If your contractor has engaged a building certifier for certain certification functions, you can ask the certifier (via a notice given to your contractor) to perform additional certifying functions which will be at your expense and must be carried out by the certifier within agreed timeframes. The contractor must give you copies of any certificates of inspection as soon as practicable after they receive them from the certifier. You can also ask the certifier, by written notice, for copies of any inspection documentation and the certifier must provide the documents within 5 business days. You can check a certifier's licence via QBCC's OnLine Licence Search.



Practical completion and handover	You are not required to pay the final contract payment until all of the contracted work has been completed in accordance with the contract including any plans and specifications, all legal requirements, and either without any defects or omissions, or with only minor defects or minor omissions that will not unreasonably affect occupation. If you believe there are any minor defects or minor omissions, the contractor must give you a 'defects document' (listing agreed and non-agreed matters). This document should be compiled by you and the contractor during a handover inspection. Check your contract to see if it imposes any extra requirements on the contractor for practical completion.
Implied warranties	Schedule IB of the Act sets out statutory warranties which are deemed to be part of all regulated domestic building contracts, even if not stated in the contract. The warranty period is 6 years from completion, termination or cessation of the work for breaches resulting in structural defects; 1 year for all other breaches. Legal proceedings for any breach must be started within the warranty period or a further 6 months if the breach becomes apparent within the last 6 months of the warranty period.

20. Which of the following documents can be referred to as collectively making up a contract? Tick all that apply.

Answer

Choice	Possible Answers
☒	Engineer specifications
☒	Plans, drawings and specifications
☒	Prime Cost Items Schedule
☒	Processes for applying for extensions of time
☐	Product catalogues
☒	Project timelines and schedules
☒	Provisional Sums Schedule
☒	Rise and fall calculations
☒	Site conditions report
☒	Soil and sedimentation report



21. **What is the difference between the Prime Cost Item Schedule and the Provisional Sum Schedule in a contract? Provide an example of each type to help explain your response.**

Answer

a prime cost is limited to the cost of supplying the relevant item, and does not include the cost of any work that relates to Provisional sums include allowances for both the supply item and all related work to be performed by the contractor.

A prime cost example would be cost of light fixtures only - it would not include the cost of a licensed electrician to install.

A provisional sum would be the cost of the light fixtures and the labour required from an electrician to install.

☐

22. **Cost adjustment provisions under a contract address risk by providing mechanisms for adjusting contract payment to reflect changes in costs. What can cost adjustment apply to?**

Answer

A cost adjustment occurs when the builder incurs the extra cost for an unforeseen expense when performing the scope of works. This can occur when performing earthworks and further digging is required. This would result in a variation.

☐

23. **True or False (Tick your response): Variations can be requested by both the client and the builder.**

Answer

☒	True
☐	False

☐

24. **How should you deal with a client variation request that consequently requires a time extension? How are time extensions addressed within the contract?**

Answer

You can claim an extension of time when you, as the builder, are not the cause of the delay and those delays are out of your control. Therefore, you would accept the clients variation request as you are legally able to get a time extension.



25. **Name the Fair Trade legislation that applies in your state and identify which persons/bodies it applies to.**

Answer Fair trading act 1989 (QLD)

☐

26. **Under the National Consumer Credit Code, before entering into a credit contract, what must the credit provider do?**

Answer Before entering into a credit contract, the credit provider must: make reasonable inquiries about why you want to borrow the money. make reasonable inquiries about your financial situation. take reasonable steps to verify your financial situation.

☐

27. **What does the 'cooling off' period refer to when undertaking domestic building work with a total contract price of \$20,000 or more?**

Answer Schedule 1B of the QBCC Act provides for a cooling off period, giving the consumer the option to withdraw from the contract within five days of receipt of the signed contract

☐

28. **What are the maximum deposits recommended for a residential building project?**

Answer

The QBCC Act sets out maximum deposit percentages that must not be exceeded. If the contract for domestic building work is priced at \$20,000 or more, the maximum deposit is 5%. If the contract price is more than \$3,300 and less than \$20,000, the deposit must not exceed 10%.



29. **Throughout the building schedule, progress payments are made when each new stage is ready to commence.**

Identify the recommended stages and percentages for these progress payments on a typical new residential housing building project.

Answer

Deposit - 5%
Base Stage - 15%
Frame Stage - 20%
Enclosed Stage - 25%
Fixing Stage - 20%
Practical Completion - 15%



30. **You have been engaged by a client to construct their residential dwelling for \$550,000. Your client is pressuring you to accept a \$70,000 deposit to get priority on their construction. Should you accept the deposit? Explain your response.**

Answer

No the deposit should not be accepted. The QBCC states that for contracts worth over \$20,000 a 5% deposit is the maximum amount allowed. The required deposit amount is \$27,500.



31. Explain the following types of contractual breach and identify the consequences for the contractual arrangement due to each type of breach.

Answer

Breach	Explanation
Breach of condition under contract	reach of contract is a legal cause of action and a type of civil wrong, in which a binding agreement or bargained-for exchange is not honored by one or more of the parties to the contract by non-performance or interference with the other party's performance. Breach occurs when a party to a contract fails to fulfill its obligation
Breach of warranty under contract	A breach of a warranty of a contract creates a right to damages for the loss suffered, which was caused by the breach. These "minor" breaches do not entitle the innocent party to terminate the contract.



32. What does repudiation of a contract mean?

Answer

When a party to a contract is unwilling or exhibits behaviour which suggests that they are unwilling to perform their contractual obligations, the innocent party has the right to terminate the contract due to repudiation.



33. True or False (Tick your response): In the event of repudiation, the injured party has two options:
- Continue with the contract
 - Accept the repudiation and move to terminate the contract

Answer

☒	True
☐	False



34. Why should you exercise caution, even if you are sure that the other party has repudiated the contract?

Answer

Because the dispute could still require legal representation and its important to avoid getting yourself in a position that would be considered unfavourable.



35. What does 'abandonment of contract' mean?

Answer

Abandonment can have different meanings. One type of abandonment is contract abandonment, where the parties both have conducted themselves in such a way that the original contract is no longer valid. Both parties may mutually agree to do this, or it can become part of a claim.



36. A contract can be terminated for 'cause' or for 'convenience'. Explain these two terms.

Answer

Cause -

A termination for cause occurs when one party stops work because of a deficiency in performance by the other party. Because the contract is terminated as a result of a party's own poor performance, the law typically provides the terminated party with little recourse in the event of a termination for cause.

Convenience -

A termination for convenience, occurs when the owner stops work for reasons other than a deficiency in performance by the contractor. Because a termination for convenience is not the result of poor performance, the law may provide the aggrieved contractor with significant rights against the breaching owner.



37. Yes or No (Tick your response): Referring to Section 25 of Schedule 2 of the *Competition and Consumer Act 2010* (Cth), would a contract be

unfair if it contains a term that permits the builder, but not the client, to terminate the contract?

Answer

☒	Yes
☐	No

☐

38. **If time is not of the essence for contract completion and one party fails to perform on time, the other party may terminate the contract after serving notice – specifying a time for performance on the first party. What are the requirements of a valid notice to complete?**

Answer

If timeframes are not specified in the contract and one party fails to perform within a reasonable timeframe, the 'injured' party may terminate only after serving the defaulting party with notice which must specify:

- What must occur to perform the contract
- A reasonable time in which the contract must be completed
- A statement of the consequences of not performing in accordance with the notice

If the notice given fails to include any of these elements, it may be deemed unreasonable. The innocent party must either serve another notice or prove repudiation by the defaulting party in order to terminate the contract

☐

39. **True or False (Tick your response): Where the notice given (as per Q39.) is deemed invalid, the innocent party must either serve another notice or prove repudiation by the defaulting party, in order to terminate the contract.**

Answer

☒	True
☐	False

☐

40. **When is the client owner required to pay the final contract payment?
How might this be affected by defects and omissions?**

Answer

Final payment is required when practical completion is completed. A building contract usually defines practical completion as when all works are completed except for any defects or omissions which do not prevent the home from being used for its intended purpose.



41. **Explain the concept 'conditions for completion at the cost of the contractor'.**

Answer

The amount of money required to complete the job when the contract has been breached by the failure to perform.



42. Describe what must be stated in a 'warranty against defects' about the person who gives the warranty [as per Section 90 of the *Competition and Consumer Regulations 2010* (Cth)].

Answer a warranty against defects must prominently state the following information about the person who gives the warranty

☐

the person's name;

the person's business address;

the person's telephone number;

the person's email address (if any)

43. Name one (1) person you should consult if you are considering ousting a contractor from a building site.

Answer Lawyer

☐

44. What document should you refer to if you are considering ousting a contractor from a building site?

Answer The Contract

☐

45. How should you handle a customer complaint?

Answer

1. Deal with the complaint immediately
2. Stay calm
3. Identify the problem
4. Decide what can be done
5. Arrange a second opinion to confirm your view
6. Keep records
7. Fix the problem

☐

46. How do you reduce the risk of dispute?

Answer

Open communication
Regular meeting at the build site to ensure on track performance and specific details on any minor changes.
A respectful relationship between clients and builders.

☐

47. What is the process for dispute resolution?

Answer

When negotiations between you and your client or trade contractor break down, and rectification work is not completed, there are options and procedures for resolving your dispute.

☐

You should **always refer to your contract first** which outlines all contractual details in order to:

- Determining responsibility for defects
- Directing the contractor (where appropriate) to rectify defects or complete the works

48. During your build the client has emailed you at 7:00pm to say they have been to the premises and noticed the installed bath in the bathroom is the wrong style.

You check the contract and the white goods and chattels list selected by the client. You cross check this with the specifications and your materials order and the receivable order sheets. You establish that the bath, as per these details, is correct and there has been no mistake on your part.

Draft a detailed response email to your client alerting them to the pertinent parts of the contract and specification, cross-referencing the details in regard to this item and its installation.

Answer

Hello Client,

It is not permitted for you to visit the site after hours without the builder present.

I have gone through the documents again and as per the white goods and chattels list that you provided I have cross referenced this with the materials order and the receipt of delivery. I can conclude that the bath is the one that you wanted.

If you are wanting to change the bathtub to another design, I can provide you with a quote for the change with labor included which will result in a variation.

I would also appreciate it if you would contact me with these issues over the phone during business hours to get a fast resolution and clear up any contractual issues that may have been over looked.

Kind regards,

Builder



49. Where would you find any possible penalties associated with a build?

Answer

There are a number of ways to be penalised during a build. These are outlined on the QBCC's website and carry significant fines and demerit points



50. Explain the process for obtaining the final inspection certificate.
Explain how such documentation is to be stored/lodged.

Answer

The final certificate is certification by the contract administrator that a construction contract has been fully completed.

It is issued at the end of the defects liability period and has the effect of releasing all remaining money due to the contractor, including any remaining retention.



51. Select and prepare an appropriate standardised contract for the client in the scenario below.

Mr. and Mrs. Cousins intend to engage your company Resilient Homes Pty Ltd (License 141526) in order to build a new low-rise residential dwelling as their future retirement property. Mid-term of this build the clients intend putting their current home on the real estate market for sale.

Additional details:

- The land has been secured and paid for by the Clients.
- Proposed contract amount is \$580,000.00 plus \$85,000 for a kidney shaped 9m x 6m in-ground swimming pool, landscaping, gardens and lawns.
- Mr. and Mrs. Cousins have finance approval from the Commonwealth Bank for \$390,000.00 and the balance in cash. You have received written assurance from the Clients finance company and bank that their finances for the build are fully secured.
- Mr. and Mrs. Cousins want to pay you \$75,000.00 upon signing of the contract to get their build at the top of your priority list.
- The residential dwelling will be a low set single skin masonry structure with hip and valley roof using glazed clay tiles, contrast metal fascia and gutters and colour/rendered finish on a 1000m² level block upon which there are three large standing hardwood trees which will need to be fully removed.
- The Clients want the largest tree wood chipped and the chipped bark retained on site for the future gardens and landscaping.
- Mr. and Mrs. Cousins operate an aluminium window supply company and have advised they will supply all the windows and shower glass for the build.
- The dwelling has four bedrooms with built-ins. The master bedroom has ensuite with toilet, spa bath and double shower and walk-in robe and dressing area. There is an office, gourmet kitchen with stone bench tops and butler's pantry, media room, separate open plan dining adjacent to the kitchen plus slate tiled outdoor entertaining area adjacent to the pool, two living areas (formal and informal), two bedrooms share a bathroom with bath, shower, double vanity and toilet and the guest bedroom is ensuited with shower only, toilet and single vanity, there is a powder room (toilet and vanity only), three car garage (one double and one single) and a store/workshop room at the rear of the double bay garage. A slab is to be put down in the back corner of the allotment for a 5m x 3m garden shed.
- The council approved building plans have been provided by Mr. and Mrs. Cousins these do not include the garden shed slab.
- The construction period excluding inclement weather and possible delays is 23 weeks
- Provisional sums are required for the wet areas, alfresco area and living area tiling. (Only the bedrooms are carpeted).
- Prime costs are required for the solar hot water system and ducted air conditioning
- Provide fictitious details for all other sections of the contract.
- 18 solar panels are to be installed on the roof

Answer



CPCCBC4003A SELECT AND PREPARE A CONSTRUCTION CONTRACT CPCCBC4016A ADMINISTER A CONSTRUCTION CONTRACT

PRACTICAL ASSESSMENT INSTRUCTIONS

- The following practical assessment will require the Participant to complete work related activities.
- The Assessor will conduct observations of the Participant's work to determine whether they display sufficient practical skills and knowledge.
- Please fill in the details below – providing your name, signature and date of assessment.
 - The Participant's signature acknowledges that the Assessor provided clear instructions and the Participant understood what was required to complete this assessment.
- The Assessor may substitute a Practical Task with an alternate task of equal value.
 - Alternate tasks must be fully documented by the assessor in the Assessor Comments area.

Participant name

Nathan Wheeler

Participant signature



Date

~~Click here to enter a date.~~ 20/02/2021

Assessor name

Assessor signature



Date

~~Click here to enter a date.~~

Task	Task outcome (Tick)	
	Satisfactory	Not Yet Satisfactory
Task 1 (Occasion 1)	☐	☐
Task 1 (Occasion 2)	☐	☐

ASSESSOR COMMENTS

CPCBC4003A SELECT AND PREPARE A CONSTRUCTION CONTRACT, CPCBC4016A ADMINISTER A CONSTRUCTION CONTRACT & CPCBC4032A APPLY CONTRACT LAW TO SALES PROCESSES

Practical Task 1 (2X)						
Description of task: On two (2) occasions, a suitable observer is to verify the participant's ability to apply contract law to residential and/or commercial construction sales processes. The participant is to gather evidence of how they have completed each component of the Practical Task, which is to be submitted with this Practical Assessment sheet. Evidence to be submitted may include: - Copy of a contract issued to sub-contractor for your project with relevant AS code on the front - Proof of consultation with sub-contractor regarding contract and contract terms, inclusions and omissions (emails) - Copy of HSE minimum requirements sent as contract condition - Construction contracts that have been developed, signed off, or contributed to by the candidate - Proof of correspondence with client regarding construction contract. Redact sensitive information as required. The assessor is to verify the observer's comments and provide the outcome for the practical task on the front cover of the Practical Assessment.						
Resources required: Two (2) pre-contract agreements; two (2) sales contracts (e.g. QBCC contracts), telephone, facsimile machine, computer.						
Assessment of task						
Name of participant:	Nathan Wheeler					
Name of observer:	Tom Wheeler					
Role of observer (Confirm suitability to sign)	Builder					
Email address of observer	tom@twbuilders.com.au					
Signature of observer:						
Date:	20/02/2021					
When completing the task, did the participant:	Tick if satisfactorily completed. Provide comments if left unticked. <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 5px;"> <thead> <tr> <th style="width: 50%; text-align: center; padding: 5px;">1st Occasion</th> <th style="width: 50%; text-align: center; padding: 5px;">2nd Occasion</th> </tr> </thead> <tbody> <tr> <td style="height: 40px;"></td> <td style="height: 40px;"></td> </tr> </tbody> </table>		1 st Occasion	2 nd Occasion		
1 st Occasion	2 nd Occasion					

A. Explain to the client: • Essential terms and elements of a valid contract • Types and purposes of agreements employed with the industry (including sales contracts and pre-contract agreements) • The range of documents that collectively make up a contract (including construction schedules, reports, specifications) • The importance of the contract to sales process • Implications of legislation, regulations and codes of practice (including Australian Consumer Law)	☒	☐
B. Discuss and agree upon clauses of a pre-contract agreement, including payment or deposit.	☒	☐
C. Ensure the pre-contract agreement is signed and processed according to organisational requirements.	☒	☐
D. Select appropriate contract and seek expert advice in the preparation of the contract, considering: • Contract rise and fall amounts • Schedule of progress payments • Processes for applying of extensions of time	☒	☐
E. Break down contract clauses/terms/conditions with the client, including: • Rights, liabilities and potential penalties of parties under the contract • Definitions of building work, common contract terms and procedures, considering – ◦ Practical completion and issuing a final certificate ◦ Defects liability and completion at the cost of the contractor ◦ Effect of ousting the contractor from the building or site • Cooling off periods • Provisional sum and prime cost allowances • Measures to be taken in the event of an anomaly in the rendering of the contract, considering – ◦ Variations • Circumstances that bring about a breach and termination of contract, considering – ◦ Unreasonable/vexatious notice ◦ Abandonment of a contract ◦ Methods for resolving contractual disputes	☒	☐
F. Effectively communicated with clients, subcontractors, colleagues and external parties using the following methods: • Verbally using language/concepts appropriate to cultural differences • Non-verbal communication • Using technology (including telephone, facsimile, email) • In writing (including drafting responses to queries about contracts)	☒	☐
The participant's performance was: ☒ Satisfactory ☐ Not Satisfactory		

OBSERVER COMMENTS
Nathan displayed satisfactory skills in preparing a construction contract and applying the relevant legislation in regards to the contract. We have removed sensitive information out of the various documents.