

SCHEDULE FOR QBCC NEW HOME CONSTRUCTION CONTRACT

This Contract is intended to be used for the construction of a single home or duplex.

NOTE TO OWNER: To better understand your contractual rights and obligations, **BEFORE SIGNING** carefully read this Schedule and the accompanying Consumer Building Guide and the General Conditions dated July 2015.

NOTE TO CONTRACTOR: When completed, retain original and give 2 signed copies 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 Works are to be performed on, or within 6 months of, completion of the contracted work.

Owner's Authorised Representative (if any): _____

Business Phone: _____ Home Phone: _____ Fax: _____

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): _____

Business Phone: _____ Home Phone: _____ Fax: _____

Mobile Phone: _____ Email: _____

Item	Subject	Notes	Particulars
1	CONTRACT PRICE Condition 4. WARNING: The Contract Price is subject to change due to Conditions 19, 20, 21 & 24.	For information about Prime Cost (PC) Items and Provisional Sums (PS) see Condition 4 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.	(a) Fixed Price Component: \$ _____ (incl. GST) (includes deposit in Item 2) (b) Prime Cost Items (if any): \$ _____ (incl. GST) (c) Provisional Sums (if any): \$ _____ (incl. GST) CONTRACT PRICE = \$ _____ (incl. GST) (a) + (b) + (c)

Item	Subject	Notes	Particulars
2	DEPOSIT Condition 19	The deposit must not exceed 5% if the Contract Price is \$20,000 or more.	Amount of deposit: \$ _____ (incl. GST)
3	BRIEF DESCRIPTION OF THE WORKS	Insert a brief description of the contracted work and attach and refer to plans and specifications e.g. construction of new home as per attached plans dated.../.../... & specifications dated.../.../...	Please type your answer here.
4	SITE Condition 13		Site Address: _____ Real Property Description: Lot No: _____ Plan Type (e.g. RP/SP/BUP): _____ Plan No: _____ Local Authority: _____
5	STARTING DATE Conditions 1, 10 & 17	NOTE: The Contractor must ensure that the work under this Contract starts by the Starting Date, being the latest of: - the following agreed date _____ / _____ / _____ ; 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 5.1.	
6	COMPLETION PERIOD (including Construction Days and allowances for likely delays) Conditions 22, 23 & 28	NOTE TO CONTRACTOR: 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. NOTE TO OWNER: 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.	A. Construction Days (excluding delays allowed in 'B') Business days needed to construct the Works = <u> A </u> PLUS B. Allowances for likely delays: (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.) = _____ Total delay days allowed: (i) + (ii) + (iii) = <u> B </u> COMPLETION PERIOD: Construction Days (Item 6A) PLUS 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>

Item	Subject	Notes	Particulars
7	DATE FOR PRACTICAL COMPLETION Conditions 22, 23 & 28	NOTE TO CONTRACTOR: Complete only one of the options in the 'Particulars' column (i.e. date or number of days) and delete the other.	Date: ____ / ____ / ____ OR Completion Period of _____ calendar days (see Schedule Item 6) from the Starting Date or the date on which the work under this Contract is commenced, whichever is the earlier .
PROGRESS PAYMENTS (Choose Option A or Option B below)			
8A	OPTION A: <i>NOTE: This Option may be used where you believe the contracted work involves typical house construction and the progress payment Stages set out in the 'Particulars' column are appropriate.</i> Conditions 19 & 28	NOTE TO CONTRACTOR: If the contracted house construction work does <u>not</u> involve the Stages set out in the 'Particulars' column in Option A, or the payment percentages are not appropriate (e.g. if the payments in Option A would amount to payment in advance of work progress on Site), you should use Option B below.	WARNING FOR CONTRACTOR: 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 5% deposit cannot exceed 50% of the Contract Price until more than 50% of the work on Site has been performed). Breaches of this requirement attract heavy penalties. In presenting each progress claim under Option A or Option B 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 contracted work at the Site. PROGRESS PAYMENT STAGES (all prices incl. GST): Base Stage (excl. 5% deposit) - 15% \$ _____ Frame Stage - 20% \$ _____ Enclosed Stage - 25% \$ _____ Fixing Stage - 20% \$ _____ Practical Completion Stage - 15% \$ _____ NOTE: The total of Stage payments in Option A or B plus the deposit must equal Contract Price in Schedule Item 1.
8B	OPTION B: Conditions 19 & 28	NOTE TO CONTRACTOR: Option B should be used where the contracted house construction work does <u>not</u> involve the Stages set out in Option A above, or the payment percentages are not appropriate for the work.	ALTERNATIVE PROGRESS PAYMENT STAGES (incl. GST) *Stage 1: _____ - ____ % \$ _____ Stage 2: _____ - ____ % \$ _____ Stage 3: _____ - ____ % \$ _____ Stage 4: _____ - ____ % \$ _____ Stage 5: _____ - ____ % \$ _____ Stage 6: _____ - ____ % \$ _____ Stage 7: _____ - ____ % \$ _____ Practical Completion Stage - ____ % \$ _____ <i>*If extra space is required, attach a more detailed description of the Payment Stages to this Contract Schedule.</i>
WARNING TO OWNER		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.	

Item	Subject	Notes	Particulars
9	AMOUNT TO BE DEPOSITED IN SECURITY ACCOUNT (if relevant) Condition 6	NOTE: This Item is optional – it may be relevant where a loan is not required to finance the project.	\$ _____
10	LIQUIDATED DAMAGES Condition 24	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.	\$ _____ 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).
11	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%.
12	FINANCE Conditions 1 & 5	WARNING TO OWNER: 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). Consult your Lender before inserting a date. Delays in providing this evidence may delay the start of your project or lead to termination of the Contract.	The Contract IS NOT subject to Loan Approval. (Cross out whichever does not apply) Lender: _____ Amount of Loan: \$ _____ Finance Date: _____ / _____ / _____ (day) (month) (year) NOTE: If no date stated, Finance Date is 10 business days from date of Contract.
13	PARTY RESPONSIBLE FOR OBTAINING BUILDING APPROVAL Conditions 9 & 10		_____ (State whether the responsible party is Owner or Contractor)
14	PARTY RESPONSIBLE FOR COST OF EXTRA EXCAVATIONS AND FOUNDATIONS (if relevant) Condition 21	This item relates to responsibility for any extra excavations and foundations beyond what could reasonably be established from the Foundations Data.	_____ (State whether the responsible party is Owner or Contractor)

Item	Subject	Notes	Particulars
15	CONTRACT DOCUMENTS Conditions 4, 8 & 30	Any 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 ___/___/___ N/A ☐ (b) SPECIFICATIONS (dated and attached) supplied by: Contractor ☒ Owner ☐ on ___/___/___ N/A ☐ (c) PRIME COST ITEMS / PROVISIONAL SUMS Are Prime Cost Items included? YES ☐ NO ☐ Are Provisional Sums included? YES ☐ NO ☐ 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. (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.
16	SIGNATURES	NOTE: The Contractor must give the Owner the Consumer Building Guide before the Owner signs the Contract and a signed copy of the entire Contract, including plans and specifications, within 5 business days after the Contractor signs the Contract.	Signed by the Owner/s: Owner 1: _____ Owner 2 (if any): _____ In the presence of: _____ (signature of witness) Signed by the Contractor: _____ In the presence of: _____ (signature of witness) Dated this: _____ day of _____ 20____

IMPORTANT NOTICE TO OWNER: 'COOLING-OFF' PERIOD

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 both a signed copy of this Contract and the Consumer Building Guide. 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 Condition 2 of the General Conditions for more details).**

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

This Contract includes:

- ☐ Schedule for New Home Construction Contract, PC and PS Schedules and Forms 1 - 7, all dated July 2015;
- ☐ General Conditions of New Home Construction Contract dated July 2015, and
- ☐ Plans, specifications and any other contract documents described in Item 15 of this Contract Schedule.

PRIME COST ITEMS SCHEDULE

(Condition 4 of the General Conditions of **QBCC New Home Construction Contract**)

Description of Item to be supplied under the PC Item allowance.	Contractor's best estimate of price, and breakdown of estimate.		PLUS Contractor's margin (<i>state \$ amount or % to be added</i>)	Total for Prime Cost Item (<i>incl. margin & GST</i>)
	No. of items or quantity of materials	Cost per unit (<i>excl. GST</i>)		
Example: Floor tiles	50m ²	@\$30/m ² = \$1,500 excl. GST	+ 10% margin = \$1,500 + \$150 = \$1,650 excl. GST	\$1,650 + 10% GST = \$1,815
TOTAL: (Transfer total to Item 1(b) of Contract Schedule)				\$ _____ (<i>incl. GST</i>)

Signed by the Owner/Owner's Representative

DATED: ____/____/____
(day) (month) (year)

Signed by the Contractor/Contractor's Representative

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 2 legible copies to Owner.

PROVISIONAL SUMS SCHEDULE

(Condition 4 of the General Conditions of QBCC New Home Construction Contract)

Description of contracted service covered by the Provisional Sum	Contractor's best estimate of cost of providing the contracted service <u>excl. GST</u> . Include the estimated quantity and unit cost of materials (if any), estimated labour cost, and any other costs (e.g. equipment hire).	<u>PLUS</u> Contractor's margin (state \$ amount or % to be added)	Total for Provisional Sum (<u>incl. margin & GST</u>)
Example: Rock removal	Excavator hire 5 hrs @ \$160/hr = \$800 Float hire = \$400 Tip fees = \$200 TOTAL: = \$1,400	+ 10% margin = \$1,400 + \$140 = \$1,540 excl. GST	\$1540 + 10% GST = \$1,694
TOTAL: (Transfer total to Item 1(c) of Contract Schedule)			\$ <u> </u> (<u>incl. GST</u>)

Signed by the Owner/Owner's Representative

DATED: ____/____/____
(day) (month) (year)

Signed by the Contractor/Contractor's Representative

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 2 legible copies to Owner.

FORM 1

COMMENCEMENT NOTICE

(Condition 17 of the General Conditions of **QBCC New Home Construction Contract**)

To: (Owner/s) _____

(insert name and postal address of Owner/s)

From: (Contractor) _____

(insert name and business address of Contractor)

Site address: _____

NOTICE

In accordance with Condition 17 of the General Conditions of the Contract we advise:

The **date** on which **work** under the Contract **commenced on Site** was: _____ / _____ / _____
(day) (month) (year)

The **Date for Practical Completion** (stated in, or calculated in accordance with,
Schedule Item 7) is: _____ / _____ / _____
(day) (month) (year)

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

NOTE TO OWNER

The Date for Practical Completion is subject to extensions of time authorised under this Contract.



OWNER'S ACKNOWLEDGEMENT OF RECEIPT OF COMMENCEMENT NOTICE

From: (Owner/s) _____

(insert name and postal address of Owner/s)

To: (Contractor) _____

(insert name and business address of Contractor)

Site address: _____

I/we acknowledge receipt of your Commencement Notice dated: _____ / _____ / _____
(day) (month) (year)

advising that work under the Contract commenced on Site on: _____ / _____ / _____
(day) (month) (year)

and that, subject to extensions of time authorised under the Contract,
the Works will reach Practical Completion on: _____ / _____ / _____
(day) (month) (year)

SIGNED: _____ **DATED:** _____ / _____ / _____
(Owner/Owner's Representative to sign here) (day) (month) (year)

NOTE TO OWNER

Retain the original of the entire Commencement Notice for your files.

Please complete and promptly post back to the builder a signed copy of this acknowledgement section.

When both parties have completed this form, Contractor to retain original and give 2 legible copies to Owner.



FORM 2

EXTENSION OF TIME CLAIM AND OWNER'S RESPONSE TO CLAIM

(Condition 23 of the General Conditions of **QBCC New Home Construction 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 23.1)

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)

Signed by the Owner/Owner's Representative: _____ **DATED:** ____ / ____ / ____
(day) (month) (year)

When both parties have completed this form, Contractor to retain original and give 2 legible copies to Owner.

FORM 3

PROGRESS CLAIM

(Condition 19 of the General Conditions of **QBCC New Home Construction Contract**)

NOTE TO CONTRACTOR: This blank form may be copied for multiple use. **Give this form to the Owner, together with Form 4 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 8A or 8B 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 8A or 8B 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 5 - Variation Document dated: / / \$

as set out in QBCC Form 5 – Variation Document dated: / / \$

as set out in QBCC Form 5 – 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: / /

NOTE TO CONTRACTOR: _____ (day) (month) (year)

Where claim is for Practical Completion Stage, you must attach a Defects Document in QBCC Form 6.

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 4 – *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 28.2.**

When form completed, Contractor to retain original and give 2 legible copies to Owner.



FORM 4

NOTICE OF DISPUTE OF PROGRESS CLAIM

(Condition 19 of the General Conditions of **QBCC New Home Construction Contract**)

NOTE TO CONTRACTOR: This blank form may be copied for multiple use and must accompany a QBCC Form 3.

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) _____

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 8A or 8B as _____

OR

☐ The Owner **rejects part of** your progress claim dated: ____/____/____ (insert date) for the Stage described in Schedule Item 8A or 8B 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 2 legible copies.

FORM 5

VARIATION DOCUMENT

(Condition 21 of the General Conditions of **QBCC New Home Construction 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) _____

Regarding construction at: _____
(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 2 - 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 23)**.

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 8A or 8B:

(insert description of Stage from Schedule Item 8A or 8B)

(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)

DATED: ____/____/____
(day) (month) (year)

SIGNED: _____
(Contractor/Contractor's Representative to sign)

DATED: ____/____/____
(day) (month) (year)

When form completed, Contractor to retain the original and give 2 legible copies to Owner.

FORM 6

DEFECTS DOCUMENT

(Condition 19, 28 & 29 of the General Conditions of **QBCC New Home Construction 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 not 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 2 legible copies to Owner.

FORM 7

CERTIFICATE OF PRACTICAL COMPLETION

(Condition 19, 28 and 29 of the General Conditions of **QBCC New Home Construction Contract**)

NOTE TO CONTRACTOR/CONTRACTOR'S REPRESENTATIVE

The Contractor must complete, sign and give 2 copies of this Certificate to the Owner before seeking payment for the Practical Completion Stage.

The Works have reached Practical Completion as:

- ☐ upon inspection of the Works, the Owner was satisfied that the Works had reached Practical Completion in accordance with the requirements of this Contract, including Condition 3 of the General Conditions of QBCC New Home Construction Contract; and
- ☐ the Contractor has provided the Owner with all written evidence (including, where the Owner has **not** engaged the building certifier, copies of all relevant certificates of inspection produced or held by the building certifier) that all relevant inspections and approvals required by the *Sustainable Planning Act 2009* and the *Building Act 1975* and any body having the relevant jurisdiction were satisfactorily completed; and
- ☐ the Contractor has completed and signed a QBCC Form 6 – *Defects Document* and given 2 copies to the Owner; and
- ☐ the Contractor handed over the Works to the Owner on the Date of Practical Completion.

The Date of Practical Completion was: ____/____/____
(day) (month) (year)

(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/OWNER'S REPRESENTATIVE

If the Contractor has completed all of the requirements listed in this Certificate, the Owner must, upon receiving a signed copy of this Certificate, immediately sign this Certificate and pay the Contractor the Progress Claim for the Practical Completion Stage (as adjusted under Condition 24, if applicable).

When form completed, Contractor to retain original and give 2 legible copies to Owner.