



CPCCBC4003A

SELECT AND PREPARE A CONSTRUCTION CONTRACT

THEORY EXAM INSTRUCTIONS

1. This exam will occur under standard assessment conditions.
 1. An oral examination may be allowed under certain circumstances. Answers will be documented and FT003 (Oral examination declaration form) must be completed.
2. Participants must provide enough detail in their responses to demonstrate their knowledge and skills.
3. Please fill in the details below, providing your name, signature and date of assessment.
 1. Your signature acknowledges that this is your own work.
4. If a participant initially answers a question incorrectly but modifies their response, they must follow the instructions below:
 1. If a participant changes their response in writing, they must put their initials next to the written change.
 2. If a participant changes their response verbally, this must be noted on the exam paper by the assessor.

Participant name Sophie Scott

Participant signature

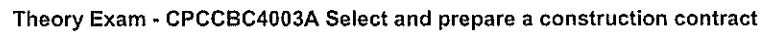
Assessor name

Assessor signature

Date

[Click here to enter a date.](#)

Number of questions	Number of questions answered correctly	Satisfactory?	
		Yes	No
32		☐	☐





Q1. Why is it necessary and important to have a fully documented and completed compliant building contract between a contractor (Builder) and client?

Answer To ensure that the Home Owner's property is delivered in the way they envisioned and the Builder is paid on time and in full





Q2. Briefly list some of the things you need to know before you can select and prepare a construction contract (e.g. Various Acts, Legislation, Regulations and Authorities)?

Answer

Legislation
Contract Principles
Legal Obligations
Regulatory Bodies
Preliminary Agreements



Q3. What does the acronym QBCC stand for and what does it regulate in the Queensland building industry?

Answer

Queensland Building and Construction Commission

The QBCC provides advice, information, and regulation to ensure works are completed to correct building standards and resolutions for defective building work.





Q4. Who is the Queensland Civil and Administrative Tribunal and what is its role?

Answer QCAT is part of the justice services division that resolves disputes on a range of matters



Q5. What is the dollar value limit above which a written contract must be in place between parties?

Answer \$3301



Q6. What is a contract deemed as when an enforceable agreement between two parties satisfies certain legal, legislative and technical requirements?

Answer A document is deemed to be a contract when the following conditions are met:



- An offer given by one party to another
- The acceptance of the offer by a party
- An intention to create a legal relationship
- Consideration given by the second party for the offer
- Certainty as to the terms contained in the agreement
- Compliance with the prevailing laws as they apply/are implied
- Legal capacity by all parties to enter into a contract



Q7. There are a number of industry contracts on the market.
Name where some of these might be obtained.

Answer QBCC, Master Builders, HIA



Q8. What is a Residential Building Contract?

Answer This is a contract between a contractor and residential owner.
It is a lump sum contract with a price of \$20,000 (including GST) or more,
to be used for new houses, duplexes or major residential works.



Q9. In order to understand the essential terms and elements of a contract it
is necessary to look at the *Residential Building Contract – Sections and
Additional documents* which are needed for a contract to be effected.

What are these additional documents which ensure that a contract
complies with the law? Who would be consulted?

Answer Drawing, Specification, Material Schedule, Environmental Reports

Consultations would occur with architects and engineers





**Q10. When might you use a Residential “Cost Plus” Contract?
Give an example.**

Answer When you cannot determine how much work will be needed to complete the job, for example termite repairs.



Q11. What are the four essential elements for an agreement to contain to be regarded as a contract and in which if any one of the four is missing, then the agreement cannot be legally binding?

Answer The four essential elements that need to be included in a contract is an offer, acceptance, intention of legal consequences and consideration. If any of these elements are missing, the agreement is not legally binding.



Q12. When might an ‘offer’ be deemed to have lapsed?

Answer An offer can lapse if the time given for acceptance expires or if the offer is withdrawn before the offer is accepted.





Q13. 'Intention of Legal Consequences' requires that the parties intend to enter into a legally binding agreement. What does this mean?

Answer This means that all parties entering into the contract understand that the agreement can be enforced by law.



Q14. In order for a contract to be binding it must be supported by 'consideration'. Explain this term.

Answer The thing (usually money) that the first party agrees to pay to the second part in exchange for second party doing some thing i.e. Consideration is what each party gives to the other as the agreed price for the other's promises





Q15. Explain each of the following terms.

Answer

Term	Explanation
Addition	A change to a building or facility that increases its external dimensions and cubic contents
Arbitration	A procedure for resolving disputes that involves less formality than a court hearing.
BCA	Building Code of Australia
Building Act 1993	This Act governs building works in Victoria. It sets out the legislative framework for the regulation of building construction, building standards and the maintenance of specific building safety features.
Building inspections	Ensures construction projects meet building regulations and codes of practice. Inspections assess design documentation and make on-site inspections during building work.
Final inspection certificate	It is obtained once the final inspection has been inspected and passed
Compliance	The achievement of performance criteria described in a regulation or other statutory requirement.
Contract	An agreement entered into between two or more parties that involves an exchange or specified goods and/or services for specified financial reimbursement
Domestic dwelling	One or more buildings which in association constitute a single dwelling being a detached house or one or more attached dwellings.





Q16. Explain each of the following terms.

Answer

Term	Explanation
Major domestic building contracts	Works that are over a certain amount
Owner-builder	Owner of home that carries out building work and project management until works are complete
Private building surveyor	Review and assess plans for compliance to current standards, conduct inspections and issue relevant legislative permits, certification and approvals
Qualified person	Licensed and certified to complete requested works
Site coverage	Is the area of land that the building covers
Structure	Building or a fabricated object
Warranty	Is a period of time allocated by the manufacture or installer where they guarantee condition of their product. If this fails in this period of time the manufacture will repair or replace at their cost.





Q17. A breach of contract is a legal cause of action in which a binding agreement or bargained-for exchange is not honoured.

Explain then a minor breach of contract, a material breach of contract and a fundamental breach of contract.

Answer

Term	Explanation
Minor breach of contract	A breach which does not give rise to a right to terminate
Material breach of contract	A breach which gives the wronged party the right to terminate the contract
Fundamental breach of contract	A fundamental breach is a breach which would substantially deprive a party of the benefit of the contract



Q18. Explain in your own words 'Liquidity (Liquidated) Damages'?

Answer

Liquidated damages are where a person sues someone for money, not to do a specific act.





Q19. When preparing a quote what are some of the things for a contractor to consider ensuring?

Answer Ensure the scope of work is accurately described and to include all details. Also make sure you state how long the quote is valid for. ☐

Q20. The Queensland Building and Construction Commission (QBCC) provides five contracts for residential building.

Name them and briefly explain the use of each contract.

Answer New Home Construction Contract – This is for the construction of a single home or duplex ☐

Level 1 Renovation, Extension and Repair Contract – This is for renovations, extensions and routine repairs on existing homes for contracts \$3,301 to \$19,999

Level 2 Renovation, Extension and Repair Contract – This is for renovations, extensions and routine repairs on existing homes for contracts \$20,000 and over

Demolition Contract – This is for any demolition works to be carried out. For example, demolition following a natural disaster

Small Building Works Contract – This for domestic building projects that are \$3,300 or less



Q21. In your own words briefly explain 'an offer' and 'an acceptance' as they apply to an agreement or contract of engagement.

Answer An unenforceable statement from one party to another stating that the first party will do something under certain conditions

☐

An acceptance is the agreement by the second party to the first parties conditions, it is usually at this stage when a contract is formed/the agreement becomes enforceable.

Q22. What is your understanding of 'Consent' as it applies to contracted agreements between parties?

Answer Consent in an agreement between parties is where all persons involved the agreement have the capacity to enter into an agreement, and all parties are in agreement as to the terms of the contract.

☐

Q23. When preparing contracts what must you always do?

Answer Ensure all contract documents contain all agreed provisions, all conditions are understood, and all items are completed. If there are any changes made on the contract, they need to be initial by all parties.

☐



Q24. An offer may be withdrawn by the contractor at any time prior to acceptance unless the offer is stated to be open for a set period of time.

At what point is withdrawal of an offer communicated? Tick your response.

Answer

Choice	Possible Answers
☒	Upon posting the withdrawal in the mail
☐	Upon receipt of withdrawal (i.e. either directly or receipt of postal withdrawal)
☐	Upon leaving a note in the offeror's letter box

☐

Q25. A building contractor must not enter into a regulated contract containing a price change clause unless the contract contains a warning complying with this section. What must the warning state?

Answer

A warning must state the following:

- State the contract price is subject to change; and
- State the provisions of the contract that allow for the contract price to be changed
- Appear as near as practicable to the first reference in the contract to the contract price

☐

Q26. What is a 'price change' clause?

Answer

A clause allowing for a change to be made to the contract price

☐

- Q27. Schedule 1B of the *Queensland Building and Construction Commission Act 1991* (Qld) sets out maximum deposit percentages that must not be exceeded.

Complete the missing words from the sentences below.

If the contract for domestic building work is priced at \$ 20,000.00 or more, the maximum deposit is 5 %.

If the contract price is more than \$ 3,300.00 and less than \$20,000, the deposit must not exceed 10 %

Answer

☐

- Q28. The Domestic Building Contracts Act 2000 sets out an instalment schedule for progress payments in the construction of a residential dwelling. Complete the Schedule:

Answer

Stage	% of total contract
Deposit	5%
Base stage	15%
Frame stage	20%
Enclosed stage	25%
Fixing stage	20%
Practical completion	15%

☐



Q29. How must a Builder (Contractor) deal with a 'time extension' and/or 'variation' to the contract when requested by the customer (client)?

Answer A builder must: (1) have the variation in writing (2) issue an extension of time form, including the specific reasons for the extension and consider the impact of the General Contract provisions



Q30. You have been engaged by a Client to construct their residential dwelling and the proposed contract amount is \$550,000. Your client has finance approval from their lending bank and 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, as the deposit is higher than the 5% cap as set out in the QBCC Act for contracts over \$20,000.00





- Q31. 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 central (common) 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

Dear Client X

I refer to your email of [yesterday's date] received at 7pm.

I note that you are concerned as to the correctness of the bath which was installed in the central (common) bathroom.

Following review of the contract and materials list, it is apparent that the installed bath matches the bath described in these documents.

In particular, I would direct you to item x of the contract and item [x] of the materials list.

Should you have any further concerns, please do not hesitate to contact me directly.

Kind Regards,
Builder





Q32. Prepare a Domestic Building Contract using the following information. Be sure to define the factors that may lead to the termination of a contract during the preparation of the contract.

You are to prepare a Domestic Building Contract to address a low rise building project on the Lend Lease Housing Estate Project at Yarrabilba, Queensland.

Mr. and Mrs. Jack and Marie Cousins are consumers who presently reside at 49-54 Glen Logan Lakes Drive, Greenbank QLD 4124. The Client contact details are:

1. Telephone 07 4014 5760
2. Fax 07 4015 5766
3. Mobile 0408 878 411 (Jack Cousins) / 0409 713 141 (Marie Cousins).

Mr. and Mrs. Cousins intends to engage your company Resilient Homes Pty Ltd (QBCC License 141526) in order to build a new residential dwelling as their future retirement property at 114 Burley Griffin Drive, Yarrabilba, QLD 4207. 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 9metre x 6metre in-ground swimming pool, landscaping, gardens and lawns.

Mr. & 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.

0. The construction period excluding inclement weather and possible delays is 23 weeks
1. Provisional sums are required for the wet areas, alfresco area and living area tiling. (Only the bedrooms are carpeted).
2. Prime costs are required for the solar hot water system and ducted air conditioning
3. Provide fictitious details for all other sections of the contract.
4. 18 solar panels are to be installed on the roof



Answer



A large empty rectangular box intended for the user to provide their answer to the question.

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: Mr. and Mrs. Jack and Marie Cousins

Address: 49-54 Glen Logan Lakes Drive

Greenbank QLD Post Code: 4124

Business Phone: _____ Home Phone: 07 4014 5760 Fax: 07 4015 5766

Mobile Phone: 0408 878 411 (Jack) 0409713141 (Marie) 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): Resilient Homes Pty Ltd

Licence Number: 141526 ABN No: Not provided

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

Address: Not provided

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: \$ <u>580,000.00</u> (incl. GST) (includes deposit in Item 2) (b) Prime Cost Items (if any): \$ _____ (incl. GST) (c) Provisional Sums (if any): \$ <u>85,000.00</u> (incl. GST) CONTRACT PRICE = \$ <u>665,000.00</u> (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: \$ <u>33,250.00</u> (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.../.../...	Construction of new four bedroom home including in ground swimming pool, landscaping, amenities and garage for a construction period of approx 23 weeks, refer council approved building plans.
4	SITE Condition 13		Site Address: <u>114 Burley Griffin Drive</u> <u>Yarrabilba, QLD 4207</u> 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>115</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) = _____ COMPLETION PERIOD: Construction Days (Item 6A) _____ PLUS Total delay days allowed above (Item 6B) = <u>115</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 <u>161</u> 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: <u>Contract Signing</u> - ____ % \$ <u>75,000.00</u> Stage 2: <u>Monthly Claim</u> - ____ % \$ <u>95,283.00</u> Stage 3: <u>Monthly Claim</u> - ____ % \$ <u>95,283.00</u> Stage 4: <u>Monthly Claim</u> - ____ % \$ <u>95,283.00</u> Stage 5: <u>Monthly Claim</u> - ____ % \$ <u>95,283.00</u> Stage 6: <u>Monthly Claim</u> - ____ % \$ <u>95,283.00</u> Stage 7: <u>External Works</u> - ____ % \$ <u>85,000.00</u> Practical Completion Stage - ____ % \$ <u>28,585.00</u> <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/IS NOT subject to Loan Approval. (Cross out whichever does not apply) Lender: <u>Commonwealth Bank</u> Amount of Loan: \$ <u>390,000.00</u> 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		Owner (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.	Owner (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.