

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	Rachel Redpath
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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	Shane Lawson
Assessor Signature	
Unit Competence Determination Date	Click here to enter a date. 14 10 2020

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

THEORY EXAM INSTRUCTIONS

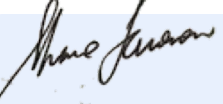
- This exam will occur under standard assessment conditions.
 - An oral examination may be allowed under certain circumstances, whereby the Participant's answers will be documented by a party other than the Participant. This must be acknowledged in writing (e.g. FT001 and Assessor Comments)
- Participants 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 Rachel Redpath

Participant signature 

Date 7/10/2020

Assessor name Shane Lawson

Assessor signature 

Date Click here to enter a date. 14 10 2020

Number of questions	Number of questions answered correctly	Task outcome (Tick)	
51	48	Satisfactory	Not Yet Satisfactory
		☐	☐

ASSESSOR COMMENTS

Type text here

Q28 there are 2 other percentages as well

Q31 the consequences for each could be ?

Q43 who would you seek legal advice from?

Great Work

Q1. 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



Q2. When would an offer be considered to have lapsed?

Answer

Time of the acceptance expires
Offer is withdrawn before acceptance is made
After a valid reasonable amount of time due to the circumstances.



Q3. What happens to the offer if new terms are suggested?

Answer

If new terms are suggested, a counter offered must be accepted or rejected of the new terms.



Q4. What does it mean when a contract is supported by 'valuable consideration'?

Answer

Valuable Consideration means that one party promises to provide the other party with something. Consideration in place for the agreed value of the promise of the party making the offer. The consideration is usually payment of money for the work offered and accepted.



Q5. Identify two (2) parties who may be deemed to not have the capacity to enter into a contract.

Answer A person that has a mental disability or intoxicated or senile persons.



Q6. Outline your understanding of 'consent' as it applies to contractual agreements. Identify when 'apparent consent' might not actually exist.

Answer Consent is where 2 parties agree on the terms of the contract.
Apparent consent is when the party has misrepresentation, is under duress, fraud or by mistake, therefore the contract cannot be enforced.



Q7. Identify the building industry regulator in your state and describe its role, particularly with regards to providing advice about contracts.

Answer QBCC – Queensland Building & Construction Commission

The QBCC provides information, advice and regulation to ensure the maintenance of proper building standards and remedies for defective building work. By doing this we promote confidence in the building and construction industry.



Q8. Under what laws are domestic building contracts regulated?

Answer QBCC Act 1991
Building Act 1975
Building Industry Fairness Act 2017



Q9. Domestic building contracts must be put in writing once the work exceeds what value?

Answer \$3,300



Q10. 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 \$10,000
The QBCC Act 1991 requires any commercial works valued at more than \$10,000 must be in writing before works commence. If the work is less than \$10,000, the contract must be in writing before the completion of the works.



Q11. 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 after signing the contract.



Q12. What are the benefits of having a written contract in place between parties?

Answer To clearly identify the work that is to be performed by the contractor for the client. For the client, it shows what they are expecting to receive at the end of the contract and for the contractor, it states when they will perform for the client and gives reassurance that payment will be made upon reaching these works.



Q13. 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	

Q14. 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	☒

Q15. 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	

Q16. Identify and explain the purpose of four (4) standardised building construction contracts – two (2) residential and two (2) commercial.

Answer

Contract name	Description	☒
New Home Construction Contracts – QBCC ✓	Contract for building of an entire home	✓
Kitchen, Bathroom & Laundry Supply & Install – HIA ✓	Contract for the supply and install of kitchen, bathroom and laundry	✓
Commercial Minor Works Contract – Master Builders ✓	Contract for minor works up to \$100,000.	✓
Commercial Buildings Contract – Master Builders ✓	Contract for lump sum for construction of commercial work only.	✓

Q17. Identify an appropriate standardised contract that would be suitable for a commercial works job up to \$100,000.

Answer

Commercial Minor Works Contract – Master Builders.	☒
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Q18. Identify one (1) standardised residential building contract and explain the maximum value of the work it may be used for.

Answer

Basic Works Contract – Master Builders Can be used for Level 1 or 2 domestic building works to a value up to \$80,000.	☒
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Q19. 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	Always use a licensed contractor, or your works may not be covered under the Queensland Home warranty scheme. Check the contractor's licence via the online search or call QBCC.
Contract price	The contract price if fixed should be displayed on the contract schedule. Allowances should be kept to a minimum and these should be clearly outlined in the contract.
Building approvals and inspections	Approvals and inspections must be performed by a building certifier. These certificates must be given to the client as soon as possible. You should also check the certifiers licence details via QBCC.
Practical completion and handover	PC is determined when all of the contracted work has been completed in accordance to the contract. All defects should be listed on a 'defects document'. Final payment should be processed until PC is reached.
Implied warranties	Warranty period is 6 years from completion for structural defects. Legal proceedings should be commenced within this period or 6 months after.



Q20. 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



Q21. 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 item is an amount of money allocated in a contract for the purchase or such items like tiles, bathroom accessories etc

A Provisional Sum is a labour or material cost that is not included in the contract. An example is excavation works – Once starting earthworks, you notice that there is rock under the surface which will cause the site works to increase as you will need a rock breaker.



Q22. 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

Rise of fall of materials or labour costs, this mainly applies to long term contracts and commercial contracts.



Q23. True or False (Tick your response): Variations can be requested by both the client and the builder.

Answer

☒	True
☐	False



Q24. How should you deal with a client variation request that consequently requires a time extension? How are time extensions addressed within the contract?

Answer

Applying for an 'Extension on Time' application. This is usually done due to variations and additions added onto the original contract. You must specify how much extension of time you require for each variation.



Q25. Name the Fair Trade legislation that applies in your state and identify which persons/bodies it applies to.

Answer

Office of Fair Trading
All businesses and body corporate entities.



Q26. Under the National Consumer Credit Code, before entering into a credit contract, what must the credit provider do?

Answer

Make enquiries why you want to borrow money
Make enquiries about your financial institution
Verify your financial situation and ensure you are able to meet your financial obligations.
Try and determine if the credit contract is not suitable for you.



Q27. What does the 'cooling off' period refer to when undertaking domestic building work with a total contract price of \$20,000 or more?

Answer

You have 5 days from signing the contract to withdraw from the contract.



Q28. What are the maximum deposits recommended for a residential building project?

Answer

5% ✓



Q29. 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%



Q30. 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, legally you are not allowed to accept more than 5% deposit.



Q31. 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	These are the conditions or terms of the contract. If these are not met, then the nature of the contract has changed.
Breach of warranty under contract	If a warranty is not fulfilled in the contract, then the contract has drastically changed.

☐

Q32. What does repudiation of a contract mean?

Answer

When one party is not willing to perform their end of the contract from acknowledgement or their actions are not consistent to the terms of the contract.

☒

Q33. 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

☒

Q34. Why should you exercise caution, even if you are sure that the other party has repudiated the contract?

Answer

The injured party needs to act with caution and make sure that the situation is correctly deemed repudiation to the contract. If it is found to not be repudiated then the injured party may find themselves being repudiated of the contract and could be up for damages.

☒

Q35. What does 'abandonment of contract' mean?

Answer When both parties of the contract do not conduct themselves in such a way that the original contract is no longer valid.
Eg. Contractor is not meeting his requirements of work on the project
Client is not meeting the financial side of the payment of the project.

Q36. A contract can be terminated for 'cause' or for 'convenience'.
Explain these two terms.

Answer Cause – when one party fails to meet the terms of the contract, mainly through poor performance.

Convenience – When one party is unwilling to perform under the agreement, usually by anything other than poor performance.

Q37. 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

Q38. 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 Provide details of the contract to be completed.
A specified time frame in which the contract is to be completed by.
A statement of the consequences of not performing in accordance with the notice.



Q39. True or False (Tick your response): Where the notice given (as per Q38.) 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



Q40. When is the client owner required to pay the final contract payment? How might this be affected by defects and omissions?

Answer Owner is required to pay final contract payment at Practical Completion. So upon the house being handed over and physically being about to be moved into.
The builder has 6 months to complete all defects and omissions.



Q41. Explain the concept 'conditions for completion at the cost of the contractor'.

Answer

Any defects or omissions in the works performed under the contract need to be advised by the owner within 6 months of practical completion. The contractor then has 28 calendar days to complete the defects or omissions.



Q42. 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

It must state that the benefits to the consumer given by the warranty are in addition to other rights and remedies of the consumer under a law in relation to the goods or services to which the warranty relates



Q43. Name one (1) person you should consult if you are considering ousting a contractor from a building site.

Answer

The builder whom you have the contract with, if its them you want removed, then QBCC.



Q44. What document should you refer to if you are considering ousting a contractor from a building site?

Answer

Notification of Offence Form from QBCC to make a compliant about a contractor. Located in contract.



Q45. How should you handle a customer complaint?

Answer	Deal with the complaint immediately. Make sure all notes and details are written down. Stay Calm Identify the problem Decide how to fix the problem Get a second opinion if required Keep all records Fix the problem.	☒
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Q46. How do you reduce the risk of dispute?

Answer	Open communication with your clients. Keep all correspondence up to date eg. Variations and extension of time forms need to be signed immediately. Refer to your contract and keep on track with contract conditions.	☒
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Q47. What is the process for dispute resolution?

Answer	Contact EDR (Early Dispute Resolution) team at QBCC. Repudiation	☒
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Q48. 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

Dear Owner,



I refer to your email dated 05/10/2020 – 7:00pm outlining that the bath installed in the ensuite is the incorrect style.

I would like to bring to your attention the bath style and model number that is provided in the specification that is part of your building contract. This specification as identified in the contract is part of the works to be completed on site.

The specification clearly outlines that a Caroma Aura 1600 freestanding bath is to be installed in the ensuite. I have attached a photo of bath and also the Caroma product page showing the correct Aura 1600 freestanding bath.

If you would like this bath to be removed and another style installed, please provide the details of your specified bath with model number and size and I can provide a variation and extension of time forms to change this over for you.

Before any further fixtures or fittings are installed, can you please run over the specification and make sure you are happy with all selections included in the contract.

If you have any further queries please let me know.

Kind Regards

ABC Building Company

Q49. Where would you find any possible penalties associated with a build?

Answer Liquidated damages penalties could apply if you run over the specified time noted on a contract. The owner could apply for liquidated damages. ☒

**Q50. Explain the process for obtaining the final inspection certificate.
Explain how such documentation is to be stored/lodged.**

Answer To obtain the final inspection certificate, certain forms and inspections need to be carried out throughout the entire build. ☒
For example:

Footing Inspection
Slab Inspection
Frame Inspection

Once these inspections are completed, the certifier will provide a form 15/16 for these works and implying if the works are satisfactory or not satisfactory.

Other forms required for a final inspection are:

Window Glazing Certificate
Waterproofing Certificate
Termite Protection Certificate
Energy Efficiency Certificate
Electrical Certificate
Plumbing Certificate

Once the builder has all these forms, he books in a final site visit with the private certifier to go over all the works and to make sure they comply with all building standards.

If everything is satisfactory, a Form 21 will be issued which then allows the owners to move into their house.

Q51. 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

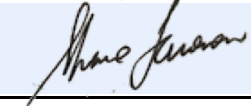
- The following practical assessment will require the Participant to complete work related activities.
- The Assessor will conduct observations of the Participant's work to determine whether they display sufficient practical skills and knowledge.
- Please fill in the details below – providing your name, 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 Rachel Redpath

Participant signature 

Date 7/10/2020

Assessor name Shane Lawson

Assessor signature 

Date Click here to enter a date. 14 10 2020

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

ASSESSOR COMMENTS
Practical evidence x2 provided in drop box

CPCCBC4003A SELECT AND PREPARE A CONSTRUCTION CONTRACT, CPCCBC4016A ADMINISTER A CONSTRUCTION CONTRACT & CPCCBC4032A 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:	Rachel Redpath							
Name of observer:	Matt Boxall							
Role of observer (Confirm suitability to sign)	Director – Corporate Plumbing							
Email address of observer	matt@corporateplumbing.com.au							
Signature of observer:								
Date:	7/10/2020							
When completing the task, did the participant:	<table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th colspan="2" style="text-align: center; padding: 5px;">Tick if satisfactorily completed. Provide comments if left unticked.</th> </tr> <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>		Tick if satisfactorily completed. Provide comments if left unticked.		1 st Occasion	2 nd Occasion		
Tick if satisfactorily completed. Provide comments if left unticked.								
1 st Occasion	2 nd Occasion							

1.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)	☒	☒
1.B. Discuss and agree upon clauses of a pre-contract agreement, including payment or deposit.	☒	☒
1.C. Ensure the pre-contract agreement is signed and processed according to organisational requirements.	☒	☒
1.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	☒	☒
1.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	☒	☒
1.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
Rachel has full knowledge of producing building contracts and subcontractor agreements in relation to residential projects. Rachel also works within the commercial industry so deals with contracts, variations, retention and complaints on site.