



QUEENSLAND BUILDING AND
CONSTRUCTION COMMISSION

QBCC COMMERCIAL SUBCONTRACT

This Subcontract is intended to be used by Contractors and their Subcontractors to document their commercial building agreements (including Subcontracts for residential building work).

PLEASE NOTE:

Under s67G(1) of the *Queensland Building and Construction Commission Act 1991* ('the QBCC Act') if the reasonable cost of the building work covered by this contract is more than \$10,000, this contract must be put in writing before the building work is started; if the reasonable cost is \$10,000 or less, the contract must be put in writing before the building work is finished.

DISCLAIMER

The QBCC does not make any representation as to the suitability of this Subcontract for particular circumstances. Users of this Subcontract must make their own assessment or seek formal legal advice as to its appropriateness for their project.

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COMMERCIAL SUBCONTRACT SCHEDULE

NAME OF CONTRACTOR (as shown on licence card):		Mojo Homes
Licence Number: 614708	ACN: (if company) 166754696	ABN:
Telephone:	Fax:	
Email:		
Address:	PO Box 7994	
	Baulkham hills N.S.W	

NAME OF SUBCONTRACTOR (as shown on licence card):		Ross Osborne Constructions
Licence Number:	ACN: (if company)	ABN:
Telephone:	Fax:	
Email:		
Address:		

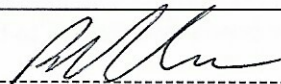
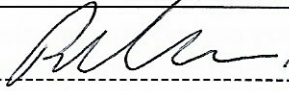
ITEM	SUBJECT	PARTICULARS
1.	BRIEF DESCRIPTION OF HEAD CONTRACT	Project Description: Split level Class 1 House Principal: Mojo Homes Head Contract Date: 10 / 6 / 2020
2. (Clause 1.1 of the General Conditions)	SITE	Address: 34 Aurora Ave Shell Heights Local Government: Shellharbour City Council
3. (Clause 1.1 of the General Conditions)	DESCRIPTION OF THE WORKS Insert a description of the Works. Refer to, and attach, any plans and specifications.	Erect and Brace, tiedown two level construction with truss roof to complete _____ _____ _____ (Attach an additional Schedule to this Subcontract if more space is required)

4. (Clause 1.1 of the <i>General</i> <i>Conditions</i>)	SUBCONTRACT DOCUMENTS IN ORDER OF PRECEDENCE	1. Subcontract Schedule 2. Special Conditions (if any) 3. General Conditions of Subcontract 4. Specifications (insert details, including date, or delete if not applicable) <u>Attached</u> 5. Plans / Drawings (insert details, including date, or delete if not applicable) <u>Attached.</u> 6. _____ 7. _____ (Attach an additional Schedule to this Subcontract if more space is required)
5. (Clause 1.1 of the <i>General</i> <i>Conditions</i>)	START DATE	<u>13</u> / <u>7</u> / <u>2020</u> OR Method for determining Start Date : _____ _____ _____
6. (Clause 1.1 of the <i>General</i> <i>Conditions</i>)	DATE FOR SUBSTANTIAL COMPLETION	_____ / _____ / _____ OR <u>10</u> days from the Start Date .
7. (Clauses 8.5 and 8.8 of the <i>General</i> <i>Conditions</i>)	DELAY COSTS	Subcontractor's maximum entitlement to delay costs: \$ <u>50</u> per day (excluding GST)
8. (Clauses 1.1 and 11.4. of the <i>General</i> <i>Conditions</i>)	SUBCONTRACT PRICE	Subcontract Price: \$ <u>14 800</u> (excluding GST)
9. (Clauses 9.2 & 22.7 of the <i>General</i> <i>Conditions</i>)	REFERENCE DATE	The last Business Day of each week / fortnight / <u>month</u> (delete those that do not apply) OR Other (specify): _____ _____ (A Reference Date must occur at least monthly)
10. (Clause 9.2 of the <i>General</i> <i>Conditions</i>)	PAYMENT PERIOD	Within <u>7</u> Business Days after the Contractor's receipt of a payment claim (up to a maximum of 25 Business Days)

11. (Clause 9.5 of the <i>General Conditions</i>)	INTEREST RATE ON LATE PAYMENTS	_____ % per annum (but not less than the 90 day Reserve Bank Bill rate plus 10%)
12. (Clause 10 of the of the <i>General Conditions</i>)	RETENTION	Retention per progress payment (% of progress payment) <u>5</u> % (Retention cannot be more than 10% of a single progress payment) Maximum Total Retention (% of Subcontract Price) <u>5</u> % (Prior to Substantial Completion, the maximum total retention cannot exceed 5% of the Subcontract Price. After Substantial Completion, the maximum total retention cannot exceed 2.5% of the Subcontract Price) (NOTE: If nothing is specified here, no retention applies to this Subcontract)
13. (Clause 13 of the <i>General Conditions</i>)	DEFECTS LIABILITY PERIOD	<u>2</u> weeks / months (delete the option that does not apply) after practical completion is reached under the Head Contract
14. (Clause 7.8 of the <i>General Conditions</i>)	LIQUIDATED DAMAGES	\$ <u>50</u> per day (excluding GST)
15. (Clause 15.1(b) of the <i>General Conditions</i>)	SUBCONTRACTOR'S PUBLIC LIABILITY INSURANCE	Insurer: _____ Policy no.: _____ Amount of Cover: \$ _____

EXECUTED AS AN AGREEMENT

DATE OF SUBCONTRACT	Dated this <u>23</u> day of <u>2</u> 20 <u>20</u>
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SIGNED BY THE CONTRACTOR	 Contractor Signature
	_____ Witness signature
SIGNED BY THE SUBCONTRACTOR	 Subcontractor Signature
	_____ Witness signature

GENERAL CONDITIONS OF SUBCONTRACT

1. Definitions and Interpretation

1.1 The following words and phrases in the Subcontract, mean the following:

- (a) **BIF Act** means the *Building Industry Fairness (Security of Payment) Act 2017*;
- (b) **Business Day** means a day that is not:
 - (i) a Saturday or a Sunday; or
 - (ii) a public holiday, special holiday, or bank holiday in the local government locality in which the Site is located.
- (c) **Date for Substantial Completion** is the date stated in Item 6, subject to adjustment in accordance with clause 8.2;
- (d) **Date of Substantial Completion** is the date on which Substantial Completion is attained;
- (e) **Defects** means any part of the Works that is defective, incomplete, or not otherwise carried out in accordance with the Subcontract;
- (f) **Defects Liability Period** is the period stated in Item 13 and as defined in Schedule 2 of the BIF Act;
- (g) **Head Contract** is the agreement entered into between the Contractor and the Principal for the Project;
- (h) **Item** means an Item in the Subcontract Schedule;
- (i) **Payment Period** is the period specified in Item 10;
- (j) **Principal** is the principal specified in Item 1;
- (k) **QBCC Act** means the *Queensland Building and Construction Commission Act 1991* (Qld);
- (l) **Reference Date** is a date or dates calculated in accordance with Item 9, or deemed to arise under clause 22.7, being the date from which a payment claim may be made;
- (m) **Site** is the land having the address specified in Item 2 upon which the contracted work is to be performed;
- (n) **Special Conditions** means any special conditions amending these general conditions;
- (o) **Start Date** is the date stated in or determined in accordance with Item 5;
- (p) **Subcontract** means this agreement for the Subcontractor to carry out and complete the Works for the Subcontract Price, and includes the Subcontract Schedule, the Subcontract Documents and these general conditions;
- (q) **Subcontract Documents** are the documents listed in Item 4;
- (r) **Subcontract Price** is the amount stated in Item 8, adjusted in accordance with this Subcontract;

(s) **Substantial Completion** occurs when;

- (i) the Works are complete apart from minor Defects and minor omissions which do not prevent or unreasonably interfere with work to be carried out by the Contractor in the completion of the Project described in Item 1; and
- (ii) the Subcontractor has given to the Contractor all certificates, approvals, warranties, drawings, manuals, and guarantees required by the Subcontract, together with those documents necessary for the reasonable and lawful use of the Works for their intended purpose;

(t) **Variation** means a change in the scope of the Works arising from:

- (i) an increase, decrease, addition, substitution or omission of work from the Works;
- (ii) a change in the method or process for, or the sequence of, the carrying out of the Works required by the Contractor;
- (iii) an alteration to the specification of a material; or
- (iv) changes in levels, dimensions, or the set out of the Works;

(u) **Works** means the whole of the work to be carried out and completed by the Subcontractor in accordance with the Subcontract.

1.2 In the **Subcontract**, except where the context requires otherwise:

- (a) words importing the singular include the plural and vice versa;
- (b) if a word or phrase is defined, similar words and phrases have a corresponding meaning;
- (c) a reference to:
 - (i) a person includes a firm, unincorporated association, corporation and a government or statutory body or authority;
 - (ii) a body includes its successor;
 - (iii) a person includes its legal personal representatives, successors and assigns;
 - (iv) provisions or terms of the **Subcontract** or another document, agreement, understanding or arrangement include a reference to both express and implied provisions and terms;
 - (v) a monetary sum is exclusive of GST unless stated otherwise; and
- (d) headings are for reference only and do not affect the interpretation of the **Subcontract**.