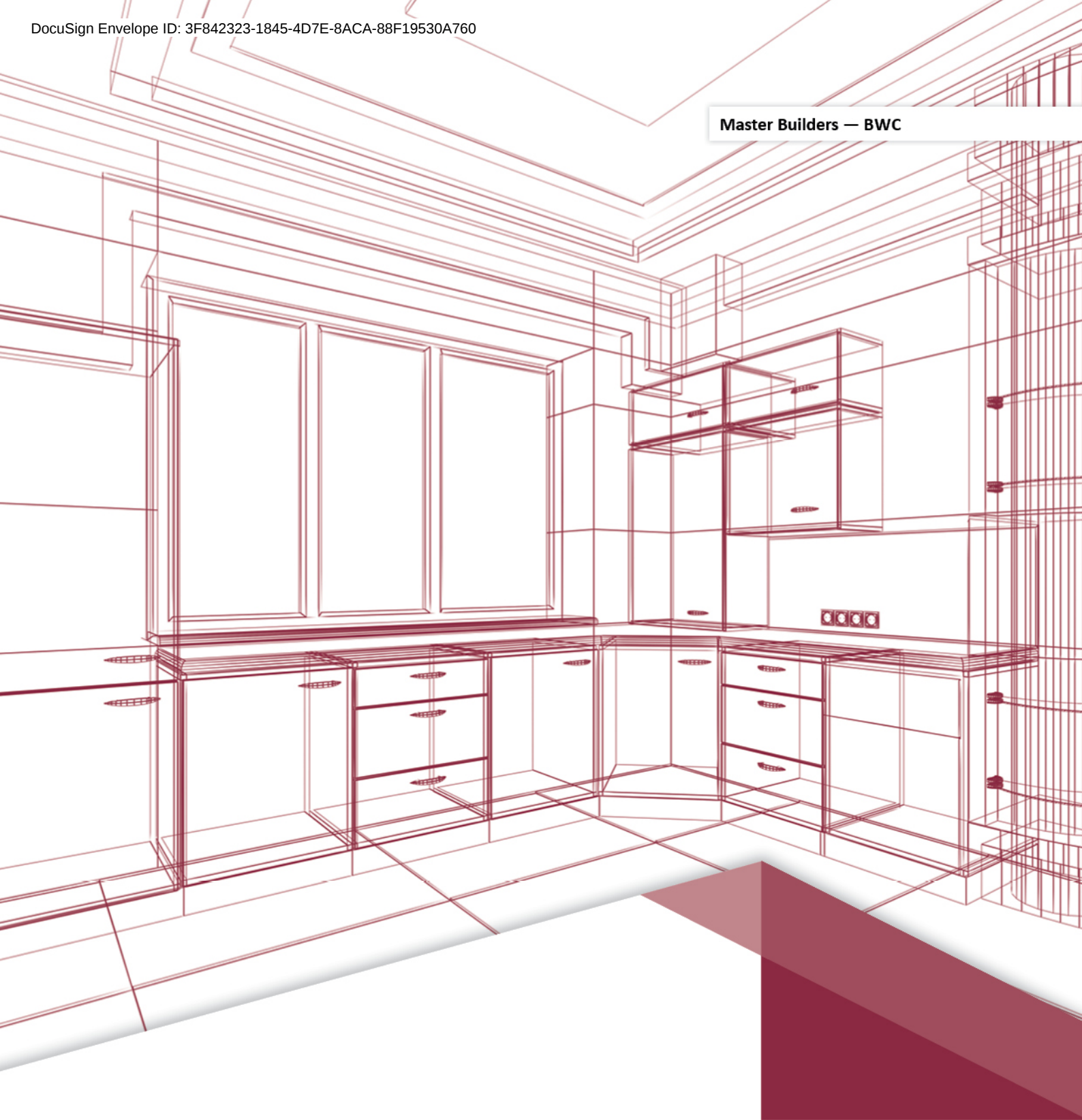




Basic Works Contract Residential

Basic Works Contract (Residential)

(BWC) (01/2019.1)

SCHEDULE

WARNING - Where the **Contract Price** is equal to or greater than \$20,000 (GST inclusive):

- the **Contractor** must give the **Owner** the **Consumer Building Guide** prior to the signing of this **Contract**; and
- the **Contractor** must within ten (10) **Business Days** of starting work on the **Land**, give a written Commencement Notice to the **Owner** of the **Date of Commencement** and the **Date for Practical Completion**.

ITEM 1 - OWNER

Owner(s) name	JoAnne Weber Dean Weber		
Address	25 Mayflower Street NA Mount SheridanQLD 4868		
Phone 1	0418 788 297	Phone 2	NA
Email address	joanne@weberca.com		
Facsimile number	NA		
Is the Owner a Resident Owner ?	☒ Yes ☐ No		

ITEM 2 - CONTRACTOR

Contractor name	ATM Constructions		
Address	104 Hoare Street NA Manunda QLD 4870		
ABN	36 772 409 642	QBCC licence number	1060430
Phone 1	0452 629 296	Phone 2	NA
Email address	ajmacsweeney@hotmail.com		
Facsimile number	NA		

ITEM 3 - CONTRACT PRICE (GST inclusive)

Contract Price (GST inclusive)	\$38,585.00
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WARNING: This **Contract Price** is subject to change (increase or decrease) in accordance with Clauses 4, 6, 7, and 8 of the General Conditions. The effect of the operation (if applicable) of:

- Clauses 6 and 7 may be to reduce or increase; and
- Clauses 4 and 8 may be to increase,

the total amount payable by the **Owner** under this **Contract**.

ITEM 4 - LAND (Clause 4)

Address	25 Mayflower Street NA Mount Sheridan QLD 4868		
Lot no.	226	Plan type (e.g. RP)	SP 173565
Local government	Cairns City Council		

ITEM 5 - CONSTRUCTION PERIOD

Construction Period	40 Days
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ITEM 6 - DATE FOR COMMENCEMENT (Clause 5)**Date for Commencement**, the later of (insert date, where fixed)

17/09/2019

OR to be determined under Clause 5 of the General Conditions**ITEM 7 - DATE FOR PRACTICAL COMPLETION** (Clause 5.2)**Date for Practical Completion** (insert date, where fixed)

26/10/2019

OR the date that is the last **Day** of the **Construction Period** (Item 5) from the **Date for Commencement** (Item 6)**ITEM 8 - DESCRIPTION OF THE WORKS**Description of the **Works** to be performed under this **Contract**☐ in accordance with the Contractor's Scope of Works/Quotation ☒ as described below*(attach and describe any drawings or site plans that are being relied upon)*

Proposed alteration to existing home.

Front covered walk way

Awning to back of home

Excluded Items

Painting

Electrical

Drainage

ITEM 9 - PROGRESS CLAIMS (Clause 4.9)

NOTE: Deposit limits: 10% where the **Contract Price** is less than \$20,000, or 5% where the **Contract Price** is equal to or greater than \$20,000, or where the value of off-site works are greater than 50% of the **Contract Price** the **Deposit** cannot be greater than 20% of the **Contract Price**.

Each **Progress Claim** must not exceed an amount directly related to the progress of **Work** under this **Contract**.

Stage of Work	Works included in Stage	% of Contract Price	Amount due (GST inclusive)
Deposit	Payable within 2 Business Days of signing this Contract	5%	\$1,929.25
Stage 1	Completion of Block work	12%	\$4,630.20
Stage 2	Delivery of Structural Steel	33%	\$12,733.05
Stage 3	Delivery of Roofing Material	25%	\$9,646.25
Stage 4	Completion of Soffit lining	15%	\$5,787.75
Stage 5	Practical Completion	10.0000000%	\$3,858.50
TOTAL		100%	\$38,585.00

ITEM 10 - INTEREST (Clause 4.10)

Interest Rate

20% / annum

(if nothing stated, 10% per annum, calculated on daily rests)

ITEM 11 - PAYMENT PERIOD (Clause 4.8)

Within	2 Business Days from receipt of a Progress Claim
	(if nothing stated, within 2 Business Days from receipt of a Progress Claim)

ITEM 12 - OTHER CONTRACT DOCUMENTS

Other Documents	Provided by/ Prepared by	Dated
Scope of Works/ Quotation	As per contract	
Plans	Francis Kerr Design Site Plan 1, Floor Plan 2, Elevations 3, Elevations 4, Sections 5, Roof Plan 6 Engineers Stamped RPEQ5932	06/03/2019
Specifications	As pre plans	06/03/2019
Foundations Data	Dirt Professionals 4 page document	09/11/2004

Note: If required, **Foundations Data** must be obtained before entering into this **Contract**. If a detailed footings or slab design is required, it should be based on the **Foundations Data** and included in the Plans prior to the parties signing this **Contract**.

ITEM 13 - PRIME COST ITEMS/ PROVISIONAL SUMS (Clause 6)

Are there any Prime Cost Items or Provisional Sums relating to the Works ?	☐ Yes ☒ No
	(if yes, provide details)

PRIME COST ITEMS

Description of each Prime Cost Item	Quantity	Allowance per unit (GST inclusive)	Total allowance for the Prime Cost Items (GST inclusive)

PROVISIONAL SUMS

Description of each Provisional Sum	Total allowance for each Provisional Sum (GST inclusive)

ITEM 14 - CONTRACTOR'S MARGIN (Clause 6.3)

For the purpose of valuing adjustments to Prime Cost Items and Provisional Sums , the Contractor's Margin is	15%
	(if nothing stated, 20%)

ITEM 15 - SPECIAL CONDITIONS

Special Condition No.	General Condition affected	Details
SC-1.	Scaffold	5 weeks of scaffold hire as been allowed for in the contract price. After 5 weeks scaffold hire will revert to \$330 inc per week
SC-2.	Storm water	Storm water down pipe on front awning will be run to ground level only (connection to storm water by others). Down pipes will be connected to existing on back awning.
SC-3.	Concrete path	Concrete footing for block wall to be finished flush with existing concrete. Concrete finish will not be exposed to match existing.
SC-4.	Week end work	Client will be notified of any week end work if required 2 days before hand.
SC-5.	BA Plans	Certifiers stamped BA plans not available at time of signing.

A blue ink signature of "am" enclosed in a blue rectangular box with "DS" in the top right corner.A blue ink signature of "MW" enclosed in a blue rectangular box with "DS" in the top right corner.

AGREEMENT

WARNING - COOLING OFF PERIOD

- Under section 35 of Schedule 1B of the **Act**, the **Owner** has a right to withdraw from this **Contract** during what is known as a 'cooling off' period. The right to withdraw is subject to the conditions set out in sections 35 to 39 of Schedule 1B of the **Act**. Clause **11** of the General Conditions contains express provisions that mirror the **Owner's** statutory rights to withdraw.
- The cooling off period also allows time for the reading of this **Contract**, for legal advice. Time limits apply and certain notices have to be given if the **Owner** exercises those rights.

ACKNOWLEDGEMENT

By signing below, the **Owner** and the **Contractor** acknowledge that they have read and examined this **Contract** (including the General Conditions, all Schedules, Plans, appendices and attachments) and are satisfied that this completed **Contract** (including all Schedules, Plans, annexures and attachments) accurately record their agreement and the **Consumer Building Guide** (if applicable) has been provided prior to signing this **Contract**.

SIGNED - CONTRACTOR

Signed for and on behalf of, the **Contractor**

Signature

DocuSigned by:

 A2C6A0AAD7A84CD...

Printed name

ATM CONSTRUCTIONS

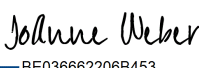
Date

27/8/2019 | 21:25 AEST

SIGNED - OWNER

Signed for and on behalf of, the **Owner(s)**

Signature

DocuSigned by:

 BE036662206B453...

Printed name

JOANNE WEBER

Date

30/8/2019 | 11:48 AEST

WARNING - DO NOT SIGN IF:

- The **Owner** has not been provided with a **Consumer Building Guide** if the **Contract Price** is more than \$20,000.00.
- Foundations Data** has not been obtained (if applicable).
- The **Owner** has not been provided with the General Conditions.

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General Conditions - Basic Works Contract

1	DEFINITIONS	
Act	means the Schedule 1B of the <i>Queensland Building and Construction Commission Act 1991 (Qld)</i> ;	
Business Day	means a day that is not a Saturday or a Sunday; or a public holiday, or a rostered day off in the place in which any relevant work or act is to be (or may be) done;	
Christmas Shutdown	means the general shutdown of activities within the building and construction industry throughout the following periods: • 22 December to 31 December; and • 1 January to 10 January;	
Construction Period	means the period stated at Item 5 of the Schedule ;	
Consumer Building Guide	means the Consumer Building Guide issued by the QBCC;	
Contract	means these general conditions, the Schedule and any other documents listed at Item 12 of the Schedule and the Prime Cost Items and Provisional Sums (if any);	
Contractor	means the person set out at Item 2 of the Schedule and includes the Contractor's permitted assignees and transferees;	
Contractor's Margin	means the margin percentage stated in Item 14 of the Schedule ;	
Contract Price	means the amount stated in Item 3 of the Schedule being the total amount payable under the Contract for the Works , as adjusted under this Contract ;	
Contract Works Policy	means a policy of insurance providing indemnity to the Contractor , the Owner against liability for physical loss, destruction or damage to the Works , or to materials and goods on or adjacent to the Land ;	
Days	means calendar days;	
Date for Commencement	means the date by which the Contractor must commence the Works on the Land in accordance Item 6 the Schedule and Clause 5;	
Date for Practical Completion	means the date by which the Works are to reach Practical Completion pursuant to Item 7 of the Schedule and Clause 5;	
Date of Practical Completion	means the date on which the Works reach Practical Completion	
Date of Commencement	means the first day which the Contractor actually commences work on the Land ;	
Defects Document	means a document that: a) lists the minor defects and minor omission in the Works that the Contractor and the Owner agree exist; and b) states when the Contractor is to remedy the minor defects and minor omissions in a); and c) lists the minor defects and minor omissions that the Owner claims exist and the Contractor does not agree exist; and d) is signed by the Contractor;	
Defects Liability Period	means the period commencing on the Day following the Date of Practical Completion , and ending twelve (12) months after the Date of Practical Completion ;	
Deposit	means the amount to be paid by the Owner to the Contractor pursuant to Clause 4 of this Contract and as stated in Item 9 of the Schedule ;	
Excluded Items	means those items of work excluded from the Works as stated at Item 8 of the Schedule ;	
Foundations Data	means information about the Land needed for the preparation of an appropriate footing design for the Land and, if appropriate, a slab design of any footings or slabs for the Works under this Contract ;	
Holding Account	means any account maintained by the Master Builders Queensland with a financial institution for the purpose of holding amounts in accordance with Clause 9.5;	
Interest Rate	means the rate stated at Item 10 of the Schedule ;	
Land	means the site address described at Item 4 of the Schedule ;	
Latent Condition	means any physical condition on or around the Land the buildings or structures on the Land (including but not limited to surface, access, sub-surface conditions and concealed buildings elements) which differ materially from the physical conditions reasonably expected by the Contractor at the time the Contract was entered into;	
Local Authority	means the local government authority;	
Owner	means the person or persons stated in Item 1 of the Schedule and includes the Owner's	

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	agents, heirs, executors, administrators, permitted assignees and transferees and if more than one, each owner joint and severally;
Payment Period	means the time for payment stated at Item 11 of the Schedule ;
Possession	means when the Works , or any part of the Works , are taken over, occupied or used by the Owner or the Owner's employee's or agents;
Practical Completion	means that stage when: - the Works are complete in accordance with the Contract and all relevant statutory requirements, apart from minor omissions or minor defects, the rectification or completion of which do not prevent the Works from being used for the intended purpose; and - if the Owner claims there are minor defects or minor omissions, the Contractor gives the Owner a Defects Document;
Prime Cost Item	means the item/s listed in the Schedule ;
Progress Claim	means a written claim for payment under Clauses 4.8 and 4.9 ;
Provisional Sum	means the item/s listed in the Schedule ;
QBCC	means the Queensland Building and Construction Commission;
Resident Owner	means a building owner who is an individual and who intends to use the domestic building work for his/her own personal and private use upon its completion (or, within 6 months following its completion);
Schedule	means the Schedule forming part of this Contract ;
Special Conditions	means the conditions stated at Item 15 of the Schedule ;
Works	means the whole of the work to be carried out by the Contractor under the Contract , a description of which is contained in Item 8 of the Schedule , and includes variations to the Works , but excludes the Excluded Items .

2 CONTRACTOR'S WARRANTIES

- 2.1** The **Contractor** warrants that the **Contractor** will carry out the **Works**:
- in an appropriate and skilful way;
 - with reasonable care and skill;
 - in accordance with the plans and the specifications;
 - with reasonable diligence; and
 - in accordance with all relevant laws and legal requirements, including, for example, the *Building Act 1975*.
- 2.2** If the **Works**:
- consist of the erection or construction of a detached dwelling; or
 - are intended to renovate, alter, extend, improve or repair a home, to a stage suitable for occupation, the **Contractor** warrants that the detached dwelling or home will be suitable for occupation when the **Works** are finished.
- 2.3** The **Contractor** warrants that any **Prime Cost Item** or **Provisional Sum** provided for in this **Contract** has been calculated with reasonable care and skill (having regard to all the information, including information about the nature and location of the **Land**, reasonably available at the date of the formation of this **Contract**).
- 2.4** Subject to Clause **2.5**, the **Contractor** warrants that all materials to be supplied by the **Contractor** for use in the **Works**:
- will be good and, having regard to generally accepted practices or standards applied in the building and construction industry for the materials, or the specifications, instructions or recommendations of manufacturers or suppliers of the materials, suitable for the purpose for which they are to be used; and
 - unless expressly stated otherwise elsewhere in this **Contract**, will be new.
- 2.5** Clause **2.4** does not apply if:
- an architect is the **Owner's** agent, or this **Contract** is to be administered by an architect engaged by the **Owner**, and the **Contractor** is subject to the direction of the architect for the materials that are to be supplied by the **Contractor**; or
 - the **Owner** is responsible for specifically nominating the materials to be supplied by the **Contractor** for use in the **Works** without any recommendation, representation, suggestion or other approach having been made to the **Owner** by the **Contractor**:
 - supporting, or approving, the use of the materials; or
 - criticising, or disapproving the use of, other materials that could be considered to be appropriate for use for the purpose for which the materials nominated by the **Owner** are to be used,
 and there are no reasonable grounds for not using the materials or, if there are reasonable grounds for not using the materials, the **Owner** insists on the materials being used despite written advice to the contrary given to the **Owner** by the **Contractor**.

- 2.6** Statutory warranties:
- The warranties mentioned in division 2 of part 3 of Schedule 1B of the **Act** form part of the **Contract**.
 - A warranty mentioned in a section of division 3 of part 3 of Schedule 1B of the **Act** forms part of this **Contract** if this **Contract** is of the type to which the section applies
 - A statement of each of the warranties mentioned in divisions 2 and 3 of Schedule 1B of the **Act** is set out on the 'Part 3 Warranties' page of Master Builders Queensland's website at <http://www.mbqlld.com.au/statutorywarranties>. To the extent to which a warranty stated on that page is applicable to this **Contract**, the warranty is incorporated into this **Contract**.
- 3 LIMITATION OF CONTRACTOR'S LIABILITY**
- 3.1** To the maximum extent permitted by law, the **Owner** agrees that the **Contractor** will not be liable to the **Owner** (including any person claiming through or under the **Owner**), and will be deemed to be released and discharged by the **Owner** from all liability to the **Owner**, for:
- any amount due to the **Owner** under this **Contract**;
 - any breach of this **Contract** by the **Contractor**;
 - any breach of a warranty (other than any warranty mentioned in Clause 2) by the **Contractor** under this **Contract**, or under any statute or other law or legal requirement which permits the parties to exclude, restrict or modify liability for breach of the warranty;
 - any tort (including negligence) arising out of, or otherwise in connection with, any act or omission of the **Contractor** in respect of the **Works** or this **Contract**;
 - any guarantee given to the **Owner** by the **Contractor** under this **Contract**, or under any statute or other law or legal requirement which permits the parties to exclude, restrict or modify liability in respect of the guarantee; and
 - any equitable or statutory relief arising out of, or otherwise in connection with, any act or omission of the **Contractor** in respect of the **Works** or this **Contract**,
- on the expiration of the period of eighteen (18) months after the **Date of Practical Completion** unless:
- the **Owner** has started a proceeding against the **Contractor** in the Tribunal or a Court in respect of any such liability, or alleged liability, before the expiration of the period of eighteen (18) months after the **Date of Practical Completion**;
 - any such liability cannot be excluded, restricted or modified under a relevant statute or other law or legal requirement; or
 - the **Contractor** fraudulently, or otherwise deliberately, concealed from the **Owner** facts, matters or circumstances within the **Contractor's** knowledge that gave rise to any such liability by the **Contractor** to the **Owner**, and as a result of the concealment, the **Owner** does not become aware of the facts, matters or circumstances that gave rise to such liability until after the expiration of the period of eighteen (18) months after the **Date of Practical Completion**.
- 3.2** To the maximum extent permitted by law, the **Owner** agrees that on the expiration of the period of eighteen (18) months after the **Date of Practical Completion**, the **Owner** will not be entitled to start any proceeding against the **Contractor** in any Tribunal or a Court in respect of any liability for which the **Contractor** is deemed to be released and discharged by the **Owner** under Clause 3.1.
- 3.3** To avoid doubt, Clauses 3.1 and 3.2 do not apply to:
- any warranty mentioned in Clause 2 that is incorporated into, and forms part of, this **Contract** in accordance with Part 3 of the **Act**; and
 - any guarantee, or other statutory requirement (including any prohibition), provided for under the Australian Consumer Law (Queensland).
- 4 OWNER'S OBLIGATIONS**
- 4.1** The **Owner** is responsible for:
- locating the position and depth of all underground services that may be necessary for the **Contractor** to carry out the **Works**;
 - providing all weather access to the Land as necessary to enable performance of the **Works**.
- 4.2** If the **Land** becomes inaccessible due to any reason beyond the control of the **Contractor**, the **Owner** is liable to the **Contractor** for all costs incurred by the **Contractor** in obtaining access to the **Land**.
- 4.3** The **Owner** must not obstruct, interfere with or hinder the carrying out of the **Works** and must take all reasonable steps to prevent all others from obstructing, interfering with or hindering the carrying out of the **Works**.
- 4.4** If the **Owner** fails to comply with its obligations in this Clause, the **Owner** is liable to the **Contractor** for any additional costs incurred by the **Contractor** to make access to the **Land** available including costs of any delay.
- 4.5** If the **Owner** supplies any documents (including **Foundations Data**) to the **Contractor**, the **Owner**:
- warrants that the documents or data are accurate and suitable for the purpose for which they are to be used;
 - acknowledges that it is reasonable for the **Contractor** to rely on the documents or data;

- c) warrants that the documents or data does not infringe on a third party's copyright;
- d) indemnifies the **Contractor** against any loss or damages by reason of a breach of copyright or warranty; and
- e) must supply sufficient number of copies to enable the **Contractor** to undertake the **Works**.

4.6 The **Owner** must pay to the **Contractor** the **Contract Price** in accordance with this **Contract** and, pay the **Deposit** to the **Contractor**, within two (2) **Business Days** of signing this **Contract**.

4.7 Unless otherwise agreed in writing, payment in all cases is to be made by bank cheque or by cleared funds deposited into the account of the **Contractor**, or alternatively as agreed by the **Contractor**.

4.8 The **Contractor** is entitled to claim payment of the **Contract Price** progressively on completion of the stages of work set out in Item 9 of the **Schedule**. The **Owner** must pay the **Contractor** the **Progress Claim** within the **Payment Period** stated in Item 11 of the **Schedule**.

4.9 **Progress Claims** shall be calculated in accordance with the following:

- a) the percentage of the **Contract Price** set out in Item 9 of the **Schedule** relevant to the stage of **Works**;
- b) any adjustment to the **Contract Price** under this **Contract**;
- c) any other amount due and payable by the **Owner** to the **Contractor** under this **Contract** or otherwise.

4.10 If the **Owner** fails to make any payment to the **Contractor** within the **Payment Period**, the **Contractor** is entitled to:

- a) interest on the outstanding amount at the **Interest Rate**, payable from the due date for payment until the date of payment;
- b) by giving written notice to the **Owner**, immediately suspend the **Works** for a period ending five (5) **Business Days** after the payment is received by the **Contractor**, and
- c) be paid as a debt due by the **Owner**, its actual costs and expenses of recovering amounts owing including debt collection costs, solicitors costs and related fees and expenses.

4.11 The **Owner** acknowledges that the **Owner** has no right of set off under the **Contract** (or otherwise) or to deduct any amount from a payment due to the **Contractor** under the **Contract**, or to hold any retention for defect or omissions.

5 COMMENCEMENT AND COMPLETION

5.1 The **Contractor** must commence the **Works** by the later of:

- a) the **Date for Commencement**; or
- b) the day being ten (10) **Business Days** after:
 - i) the **Contractor** receiving all approvals and consents required to be obtained by the **Owner**; and
 - ii) the **Owner** has paid the **Deposit**; and
 - iii) the **Owner** has provided the **Contractor** with evidence of capacity to pay the **Contract Price**; and
 - iv) the **Owner** has complied with the obligation in Clause 4.1 to the satisfaction of the **Contractor**.

5.2 The **Contractor** must bring the **Works** to **Practical Completion** by the **Date for Practical Completion**, as adjusted in accordance with this **Contract**.

5.3 If applicable, the **Contractor** must within ten (10) **Business Days** of starting work on **Land**, give a written Commencement Notice to the **Owner** of the **Date of Commencement** and the **Date for Practical Completion**.

6 PRIME COST ITEMS AND PROVISIONAL SUMS

6.1 If this **Contract** includes any **Prime Cost Items** or **Provisional Sums**, the **Owner** must give to the **Contractor** all necessary written and signed directions as may be requested by the **Contractor** regarding the work represented by either a **Prime Cost Item** or a **Provisional Sum** within two (2) **Business Days** of a request.

6.2 If the actual cost of a **Prime Cost Item**, or the actual cost of the work for a **Provisional Sum** is less than the amount allowed for that item, the difference is deducted from the **Contract Price** and is to be credited by the **Contractor** in a **Progress Claim**.

6.3 If the actual cost of a **Prime Cost Item**, or the actual cost of the work for a **Provisional Sum**, exceeds the amount allowed for that item, the excess amount plus the **Contractor's Margin** is added to the **Contract Price** and is to be claimed by the **Contractor** in a **Progress Claim**.

6.4 If the **Owner** fails to comply with Clause 6.1, the **Contractor** may select and supply an alternative **Prime Cost Item** as near as reasonably possible in quality to the originally selected **Prime Cost Item**.

7 VARIATIONS

7.1 Either party may request a variation of the **Works**.

7.2 The **Contractor** may, at its discretion, agree to any variation requested by the **Owner**.

7.3 The **Works** may be varied by:

- a) an agreement by the parties to add work to, or omit work;
- b) the **Contractor's** compliance with a statutory requirement that necessitates a variation to the **Works**; or
- c) the **Contractor** having to overcome a **Latent Condition** that affects to **Contractor's** performance of the **Works**.

7.4 The **Contractor** must ensure that any variation to the **Works** is put in writing in a variation document, and a copy given to

the **Owner**, within five (5) **Business Days** from the date of agreement, and before any work the subject of the variation is started.

- 7.5** Any variation document to be provided by the **Contractor** under this **Contract** must:
- be readily legible;
 - describe the variation;
 - state the date of the request for the variation;
 - state the **Contractor's** estimate of any period of delay to the progress of the **Works** as a result of the variation;
 - state any adjustment to the **Contract Price** because of the variation, or the method for calculating the adjustment; and
 - state when any adjustment to the **Contract Price** because of the variation is to be:
 - if the variation results in a decrease in the **Contract Price**, accounted for; or
 - if the variation results in an increase in the **Contract Price**, paid (which must not be before any work the subject of the variation is started).
- 7.6** The **Owner** must give to the **Contractor** a written notice agreeing to the variation within five (5) **Business Days** after receiving the variation document provided by the **Contractor** under Clause 7.4.
- 7.7** The **Contractor** must not start to carry out any **Work** the subject of a variation until the **Contractor** receives the written notice from the **Owner** under Clause 7.5 agreeing to the variation.
- 7.8** Where a variation results in an increase to the **Contract Price**, the **Owner** must pay the **Contractor** the amount of the increase in accordance with the time stated in the variation document.
- 7.9** The **Contractor** is under no obligation to start to carry out any variation until such time as the **Owner** produces satisfactory evidence to the **Contractor** that the **Owner** has the financial capacity to pay for the variation.
- 8 DELAYS AND EXTENSION OF TIME CLAIMS**
- 8.1** If the progress of the **Works** is delayed as a result of any of the following causes:
- a variation of the **Works** under this **Contract**;
 - a failure by the **Owner**, or the **Owner's** agent, to give to the **Contractor** a written notice agreeing to a variation in accordance with Clause 7.6;
 - an act or omission of the **Owner**, the **Owner's** agent, the **Owner's** consultants, other agents or other contractors;
 - a **Latent Condition**;
 - a breach of this **Contract** by the **Owner**;
 - a lawful suspension of the **Works**;
 - proceedings being taken, or threatened by, or disputes with, adjoining neighbouring owners or residents;
 - an act of prevention by the **Owner** not otherwise covered by this Clause;
 - inclement weather, or any conditions arising as a result of inclement weather;
 - a **Christmas Shutdown**;
 - industrial action or civil commotion affecting the **Works**, any persons employed in respect of the **Works**, or the manufacture or supply of materials for the **Works**;
 - the unavailability of any labour (whether under a subcontract or a contract of employment) necessary for the **Contractor** to carry out the **Works** with reasonable diligence;
 - the unavailability of any materials necessary to carry out the **Works**; or
 - any other cause not reasonably foreseeable at the date of the formation of this **Contract**, and beyond the reasonable control of the **Contractor**,
- the **Contractor** must, within ten (10) **Business Days** of the **Contractor** becoming, or ought reasonably to have become, aware of the cause and extent of the delay, give to the **Owner** a written claim, signed by or on behalf of the **Contractor**, for a reasonable extension of the **Date for Practical Completion** that sets out the cause and consequences of the delay.
- 8.2** Within ten (10) **Business Days** after receiving the **Contractor's** written claim for an extension of the **Date for Practical Completion**, the **Owner** must assess the claim and give written notice to the **Contractor**:
- accepting the claimed extension of the **Date for Practical Completion**; or
 - rejecting the whole or any part of the claimed extension of the **Date for Practical Completion**, and setting out the **Owners** reasons for the rejection.
- 8.3** If the **Owner** accepts the **Contractor's** claim for an extension of the **Date for Practical Completion**, in whole or in part, in accordance with Clause 8.2, the **Contractor** must, within five (5) **Business Days** of the **Owner's** acceptance, give to the **Owner** a signed copy of the accepted claim for an extension of the **Date for Practical Completion**.
- 8.4** If the **Owner** fails to give written notice in accordance with Clause 8.2, or gives notice rejecting the whole or any part of the **Contractor's** claim for an extension of the **Date for Practical Completion**, then the dispute arising as a result is to be resolved in accordance with Clause 12.
- 8.5** The **Owner** shall reimburse the **Contractor's** reasonable costs incurred during the period of delay, irrespective of

whether the **Owner** has approved the **Contractor's** claim for an extension of time.

9 OBLIGATIONS OF BOTH PARTIES UPON PRACTICAL COMPLETION

- 9.1** On reaching **Practical Completion**, the **Contractor** must give to the **Owner**:
- the final **Progress Claim**;
 - a notice stating the date the **Works** have reached **Practical Completion**; and
 - if the **Owner** claims there are minor defects or minor omissions, a **Defects Document**.
- 9.2** The **Owner** must pay the final **Progress Claim** for the **Practical Completion** stage before taking **Possession** of the **Works** and before being entitled to receive any manuals, warranties (other than statutory) or instruction applicable to the **Works**.
- 9.3** If the **Owner** takes **Possession** of the **Works**, or any part of the **Works**, when not entitled to do so under this **Contract**, the **Works** are deemed to have been completed by the **Contractor** free of all defects and omissions and the **Owner** is liable to the **Contractor** to pay the final **Progress Claim** and any loss or damage arising as a result.
- 9.4** If the **Owner** wishes to take **Possession** of the **Works** but disputes any part of the **Contract Price** claimed by the **Contractor**, and the **Contractor** is a member of Master Builders Queensland, the **Owner** may pay the disputed amount into Master Builders Queensland's **Holding Account**. The **Owner** is to then give the **Contractor** a receipt showing the disputed amount has been deposited into the **Holding Account**, and pay any undisputed amount to the **Contractor**. On receiving the receipt and payment (if any), the **Contractor** is to hand over the **Works**, including the keys to the **Works**, to the **Owner** or the **Owner's** agent.
- 9.5** Master Builders Queensland must ensure that any money received into the **Holding Account** under Clause 9.4 is released in accordance with, or in satisfaction of:
- written instructions signed by the **Contractor** and the **Owner**;
 - an order of any Tribunal;
 - an order of a Court; or
 - a written adjudication decision of an adjudicator.

10 INSURANCE

- 10.1** The **Contractor** must effect and maintain all policies of insurance, including, for example, WorkCover in respect of its workers, required to be effected by the **Contractor** under any statute or other law or legal requirement.
- 10.2** The **Contractor** must effect and maintain a **Contract Works Policy** for the full insurable value of the **Works** in the names of the **Owner**, the **Contractor** and any lender (is so required by the **Owner**) from the **Date for Commencement** until the **Date of Practical Completion** or the date the **Owner** takes **Possession** of the **Works**, whichever is earlier.
- 10.3** The **Contractor** must effect and maintain from the **Date for Commencement** until the expiry of the **Defects Liability Period**, a public liability insurance policy covering liabilities to third parties in respect of personal injury, death, and loss or damage to property, except the **Works**, arising out of, or in connection with, the **Works**.
- 10.4** The policy referred to in Clause 10.3 must:
- indemnify the **Owner** as principal in respect of any occurrence insured by the policy and arising out of the negligence of the **Contractor** in the performance of the **Works**; and
 - provide cover for an amount which is not less than \$10million for any one occurrence and in aggregate.
- 10.5** To the maximum extent permitted by law, the **Contractor** is not liable, and does not provide any indemnity, to the **Owner**, the **Owner's** employees or agents, or any other person for whom the **Owner** is responsible for any injury or death to any person, or loss or damage to any property, which arises as a result of any act or omission by the **Owner**, or any person for whom the **Owner** is responsible, and in respect of such claims the **Owner** must indemnify the **Contractor**.
- 10.6** The **Contractor** must, on written request from the **Owner**, provide evidence of any insurance policies required to be effected by the **Contractor** under this **Contract** within five (5) **Business Days**.
- 10.7** The **Owner** must insure the **Works** from the **Date of Practical Completion** or the date the **Owner** takes **Possession** of the **Works**, whichever is earlier.
- 10.8** If the **Works** involve the alteration, addition to, or repair of an existing building, then the **Owner** must effect and maintain an insurance policy for the duration of this **Contract** which provides cover for the full replacement value of any existing building affected by the **Works**, and any contents thereof, against any loss or damage, and must provide a copy of the policy to the **Contractor** if the **Contractor** makes a request in writing.

11 COOLING OFF PERIOD

- 11.1** Subject to this Clause and Part 5 of the **Act**, the **Owner** may withdraw from this **Contract** within five (5) **Business Days** after receiving a signed copy of this **Contract**, which incorporates the **Consumer Building Guide**.
- 11.2** In order to withdraw from this **Contract** the **Owner** must give a written notice to the **Contractor**, stating that the **Owner** withdraws from this **Contract** under section 37 of the **Act**.
- 11.3** The **Owner** may not withdraw from this **Contract** under section 37 of the **Act** if:
- the **Owner** and the **Contractor** have previously entered into a contract in substantially the same terms and

- b) services for the same **Land**; or
- b) the **Owner** has received formal independent legal advice about this **Contract** before entering into this **Contract**; or
- c) the **Owner** informs the **Contractor** that the **Owner** has received formal legal advice about this **Contract** before entering into this **Contract**.

11.4 If the **Owner** withdraws from this **Contract** under this Clause or section 37 of the **Act**, the **Owner** must pay to the **Contractor** the amount of \$100 plus an amount equal to any out-of-pocket expenses reasonably incurred by the **Contractor** before the **Owner** withdrew from this **Contract**.

12 RESOLUTION OF DISPUTES

- 12.1** If a dispute arises out of, or in connection with, this **Contract**, either party may give the other party a written notice of dispute setting out the details of the dispute, including any amount in dispute.
- 12.2** By agreement between the parties, a dispute arising out of, or in connection with, this **Contract** may be referred to Master Builders Queensland for a without prejudice conference at any time provided that one of the parties is a member of Master Builders Queensland.
- 12.3** If the dispute set out in the notice of dispute is not wholly resolved within ten (10) **Business Days** after the giving of the notice of dispute, then either party may refer the dispute to:
- a) a dispute resolution process administered by the Commission;
 - b) a Tribunal; or
 - c) a Court.

13 TERMINATION

- 13.1** If either party:
- a) fails to make a payment under this **Contract** within five (5) **Business Days** of the due date for payment;
 - b) fails to comply with any of its obligations under this **Contract**;
 - c) is in substantial breach of the **Contract**; or
 - d) subject to Clause **13.4**, becomes insolvent or takes advantage of the laws of bankruptcy, the party not in default may give written notice to the defaulting party:
 - e) describing the breach or breaches of the **Contract** by the party in default; and
 - f) stating the party's intention to terminate the **Contract** unless the defaulting party remedies the breach or breaches within five (5) **Business Days** after receiving the notice referred to in this Clause.
- 13.2** If the defaulting party fails to remedy the breach or breaches stated in any notice served pursuant to Clause **13.1**, the party not in default, may immediately, without prejudice to any other rights or remedies, terminate this **Contract** by a further written notice to the defaulting party.
- 13.3** If the **Contractor** terminates this **Contract** pursuant to this Clause, the **Contractor** is entitled to recover from the **Owner** all losses, costs, expenses and damages in connection with the **Owner's** breach, and the termination, as if the **Owner** had wrongfully repudiated the **Contract**. The **Contractor** may remove from the **Land**, and retain, all materials, goods, plant and equipment previously provided by the **Contractor**.
- 13.4** If the defaulting party referred to in Clause **13.1** is a company and enters into certain arrangements for the purpose of avoiding being wound up in insolvency or appoints an administrator, then the right to terminate the **Contract** pursuant to Clause **13.1** may be limited by the *Corporations Act 2001* (Cth).

14 DEFECTS LIABILITY PERIOD

- 14.1** The **Contractor** must rectify defects in, and omissions from, the **Works** which become apparent and are notified in writing to the **Contractor** during the **Defects Liability Period**.
- 14.2** To avoid doubt, no part of the **Contract Price** is to be retained by the **Owner** during the **Defects Liability Period**.
- 14.3** Subject to reasonable access being provided, the **Contractor** must, within the **Defects Liability Period** and, if reasonably required by the **Contractor**, a further period of twenty (20) **Business Days** after the expiry of the **Defects Liability Period**, rectify any defects in, and omissions from, the **Works** notified to the **Contractor** in accordance with Clause **14.1**, during usual business hours and at no cost to the **Owner**. The **Contractor** is not responsible for rectifying any alleged defects or omissions which arise from the fact that something is still to be supplied or done by the **Owner**, or which relate to the maintenance of an item which is still to be performed by the **Owner** or is the responsibility of the **Owner**.

15 LODGING OF A CAVEAT BY THE CONTRACTOR

- 15.1** The **Contractor** cannot lodge a caveat claiming an interest in the **Land** where the **Owner** is a **Resident Owner**.
- 15.2** If the **Owner** is not a **Resident Owner**, the **Owner**:
- a) charges the **Owner's** interests in the **Land** with due payment to the **Contractor** of all amounts that may become due to the **Contractor** arising out of, or otherwise in connection with, this **Contract**;
 - b) must, if requested by the **Contractor**, promptly deliver an executed mortgage in registrable form to secure the charge;

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- c) consents to the **Contractor** lodging a caveat over all or any part of the **Land** to secure the **Contractor's** interest in the **Land**;
- d) must, if requested by the **Contractor**, do all things and sign all documents necessary to enable the **Contractor** to lodge a caveat; and
- e) must pay to the **Contractor**, on demand, all stamp duty and registration fees that are payable or paid on the lodgment, withdrawal or release of any caveat or mortgage under this Clause.

16 NOTICES, ELECTRONIC COMMUNICATIONS AND EXCHANGE OF CONTRACT

16.1 Methods for giving notices and other documents

Unless expressly stated otherwise elsewhere in the **Contract**, and subject to Clause **16.2**, any written notice, or other document, to be given by a party under the **Contract** is deemed to have been given and received:

- a) if delivered by hand to the other party, at the time of delivery;
- b) if the other party is a company and the notice is left at its registered office or a principal place of business, at the time that the notice is left at the registered office or principal place of business;
- c) if sent by pre-paid or registered post to the other party at the address of the other party stated in the **Contract**, or another address notified by the other party in writing, at 9.00am on the date that is two (2) **Business Days** after the date of posting;
- d) if sent by facsimile transmission to the other party at the facsimile number of the other party stated in the **Contract**, or another facsimile number notified by the other party in writing, at the time set out in a written confirmation of the successful transmission of the facsimile; or
- e) if sent by email to the other party at the email address of the other party stated in the **Contract**, or another email address notified by the other party in writing, at the time when the email leaves the relevant system for generating, sending, receiving, storing or otherwise processing electronic communications used by the party whom, or on whose behalf, the email has been sent.

16.2 Notices given outside of usual business hours

If any written notice, or other document, is given at a time after 5.00pm on a **Business Day**, or during a **Day** that is not a **Business Day**, the notice, or other document, is deemed to have been given at 9.00am on the next **Business Day**.

16.3 Consent to electronic communications

- a) The parties agree that facsimile transmission and email communications from either party to the other constitute an 'electronic communication' as that term is defined in the *Electronic Transactions Act 1999* (Cth) and corresponding State legislation including the *Electronic Transactions (Queensland) Act 2001*.
- b) The parties agree that any written notice, or other document, to be given by a party under the **Contract** may be given and received via facsimile transmission or email, or both.

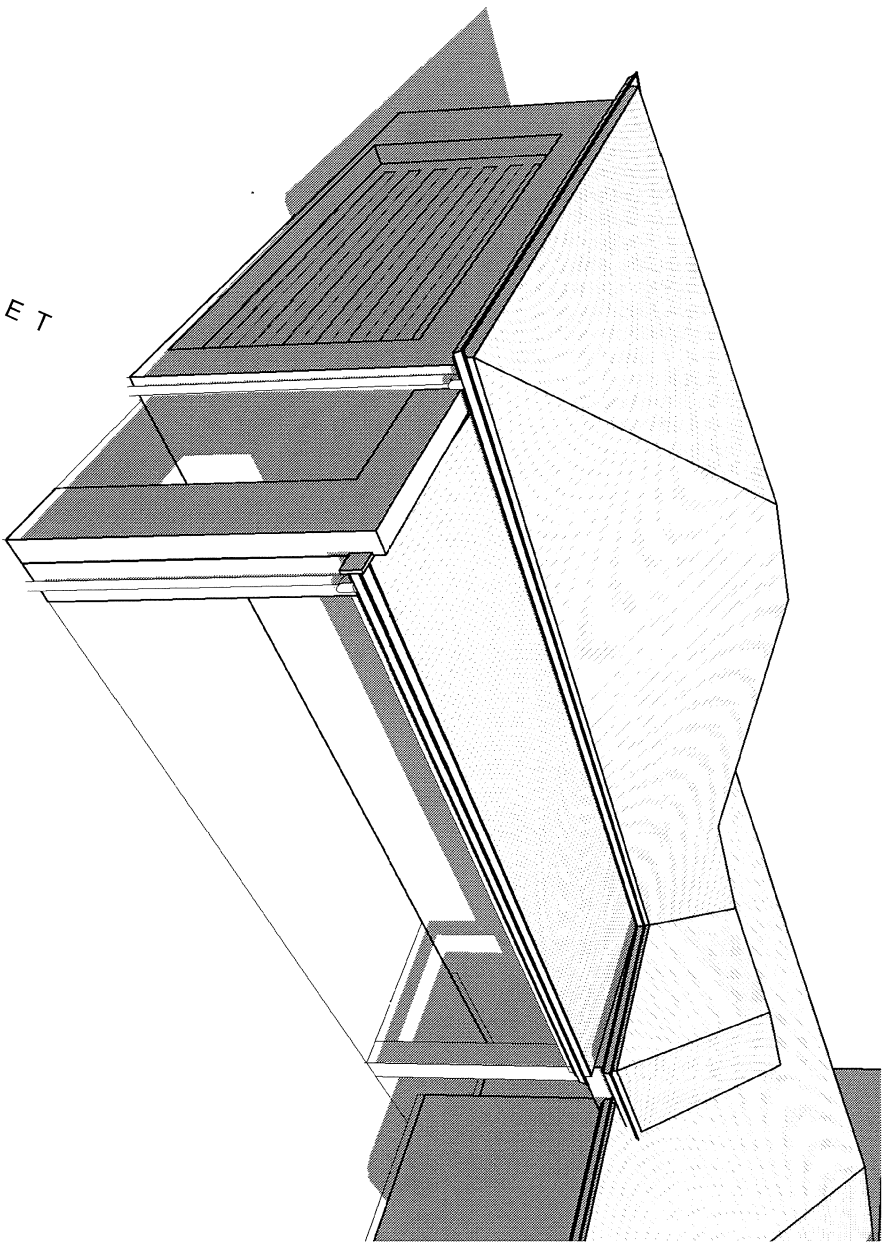
16.4 Exchange of Contract

- a) This **Contract** may be executed in counterparts.
- b) A counterpart may be a copy of this **Contract** printed from a facsimile or email transmission.
- c) All counterparts together are taken to constitute one instrument and will not be binding until executed counterparts are exchanged.
- d) A copy of this **Contract** which has been executed by a party may be relied upon by a party to the same extent as if it was an original of this **Contract** executed by the party.

17 SPECIAL CONDITIONS

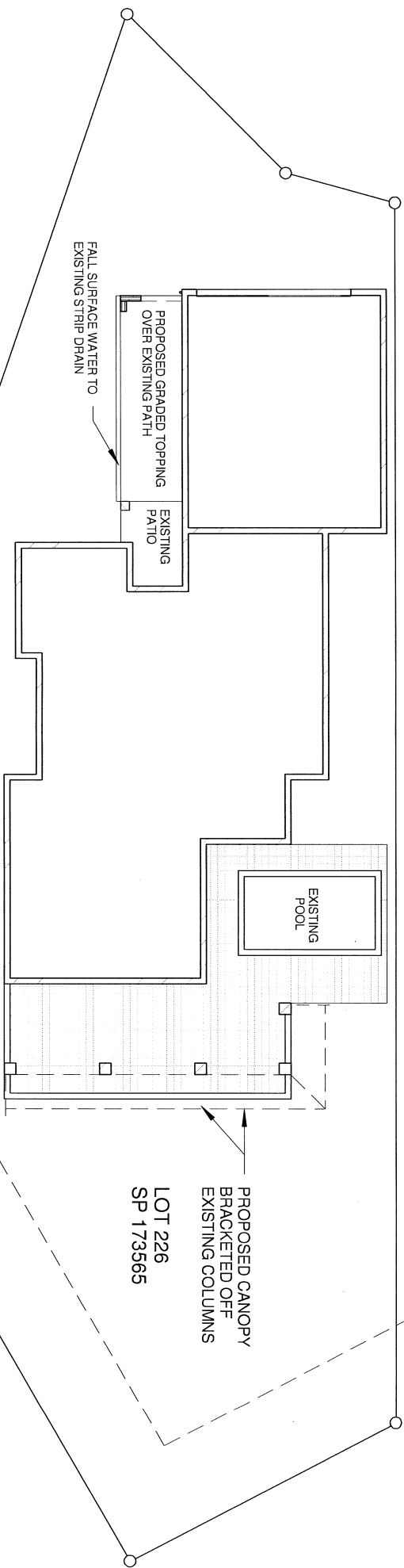
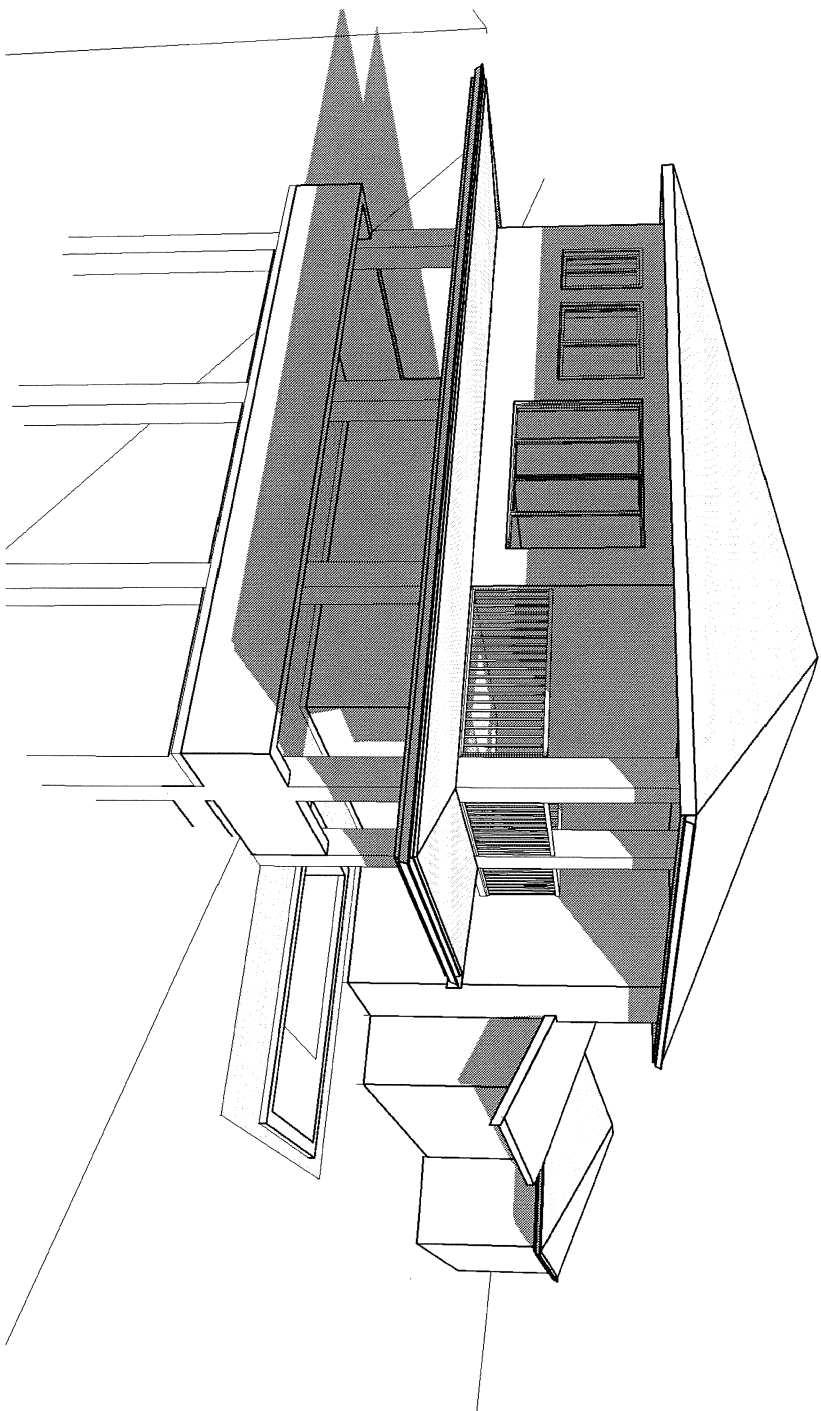
17.1 The **Special Conditions** (if any) included in Item 15 of the **Schedule** shall take effect as express terms of the **Contract**.

17.2 **Special Conditions** prevail over these general conditions to the extent of any inconsistency.



STREET

MAYFLOWER



NORTH

SITE PLAN

1

1 : 200

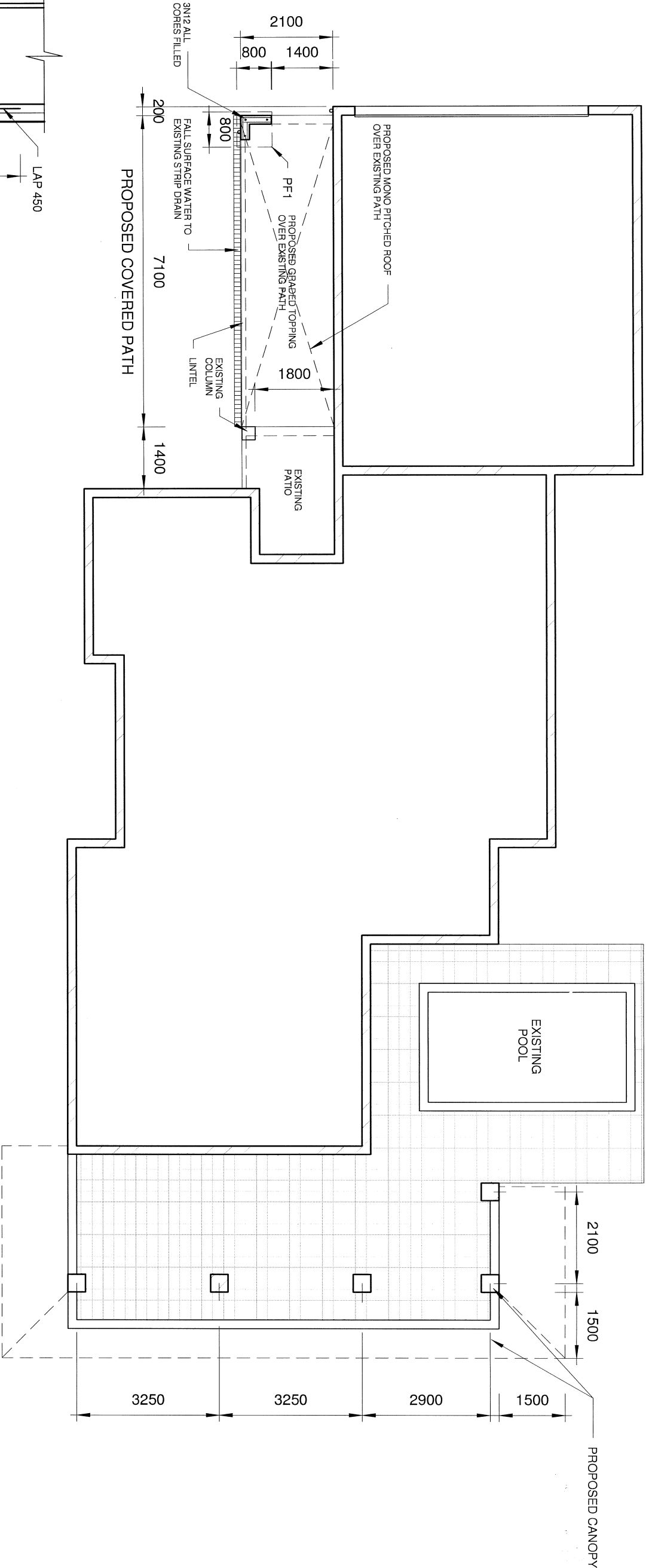
FRANCIS KERR DESIGN
ARCHITECTURAL DRAFTSMAN

NEW HOMES - ADDITIONS - ALTERATIONS
PHONE: 04 3009 1676 QBCC 1122471
e mail: tandm_kerr@bigpond.com

PROPOSED ALTERATION TO EXISTING HOME AT
25 MAYFLOWER STREET 4868 MT SHERIDAN QLD

Date	6 MARCH 2018	WORKING DRAWINGS	1
Drawn by	F. KERR.	SITE PLAN	Scale 1 : 200

Check that the structural details as shown on this drawing
are in accordance with the classification: **C2**
FRANCIS KERR ARCHITECTURAL ENGINEER Date **6/3/18**
RPEQ 5932



Refer to the structural details as shown on this drawing
for construction and classification: **C2**
FLOOR PLAN
DATE: 6/3/18
RREQ 5832

GROUND FLOOR

1
1 : 100

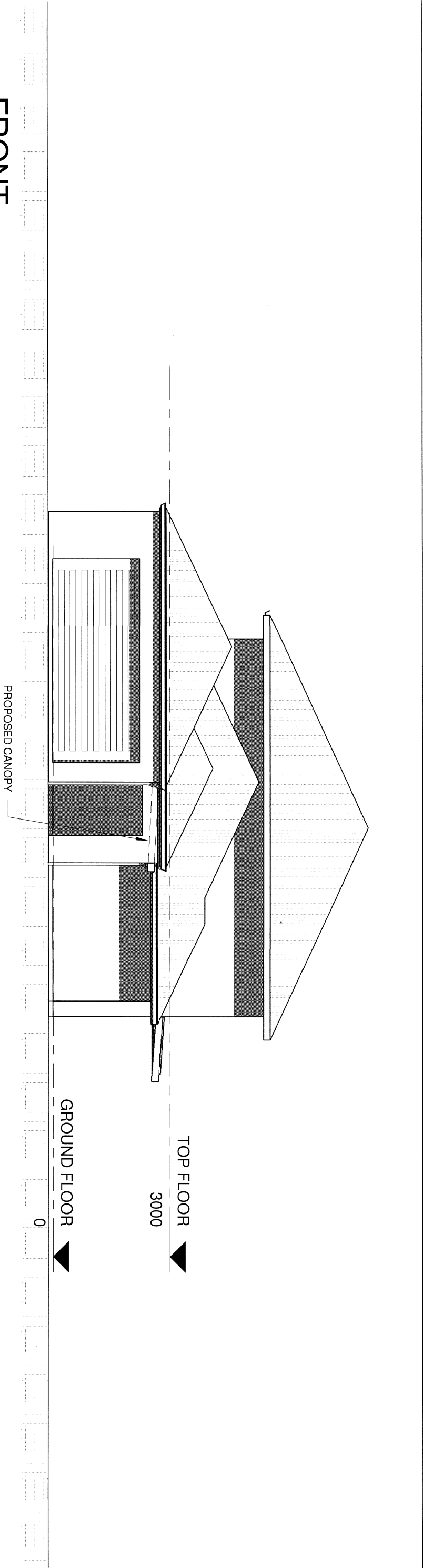
FRANCIS KERR DESIGN
ARCHITECTURAL DRAFTSMAN

NEW HOMES - ADDITIONS - ALTERATIONS
PHONE: 04 3009 1676 QBCC 1122471
e mail: francis_kerr@bigpond.com

PROPOSED ALTERATION TO EXISTING HOME AT
25 MAYFLOWER STREET 4868 MT SHERIDAN QLD

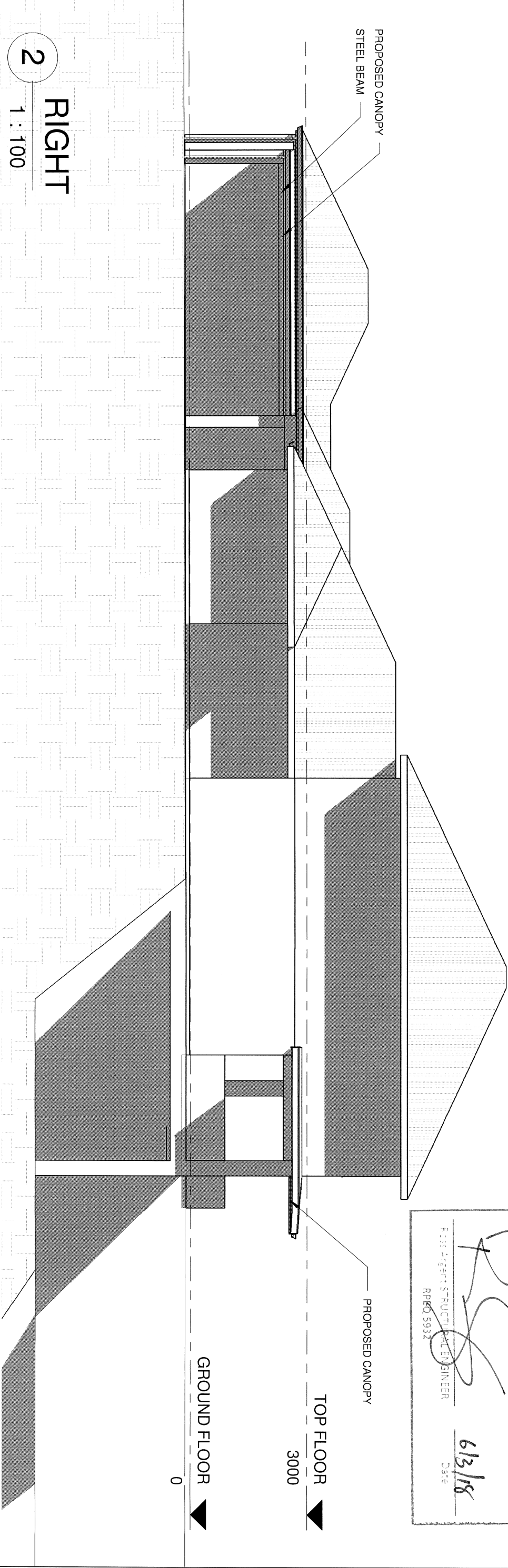
Date	6 MARCH 2018	WORKING DRAWINGS	2
Drawn by	F. KERR.	FLOOR PLAN	As

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FRONT

3
1 : 100



RIGHT

2
1 : 100

I hereby certify the structural details as shown on this drawing
are in accordance with the classification: **c2**
Professional Engineer
RPEQ 5932
Date **6/3/18**

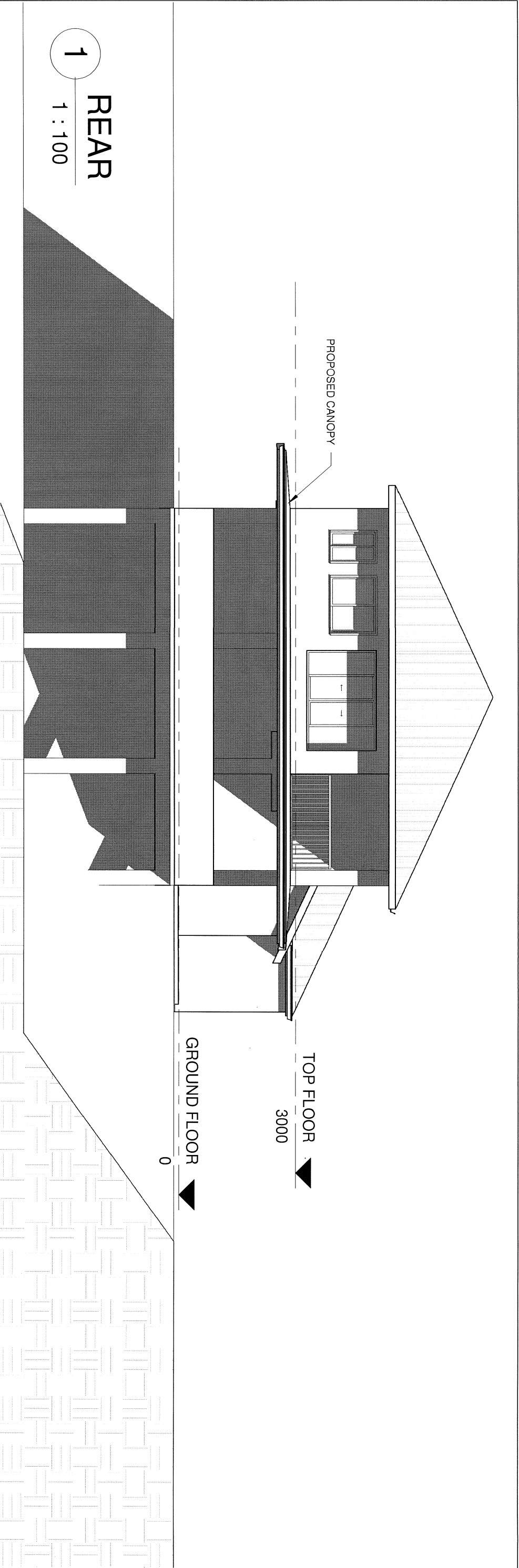
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ARCHITECTURAL DRAFTSMAN

NEW HOMES - ADDITIONS - ALTERATIONS
PHONE: 04 3009 1676 QBCO 1122471
e mail: fandr_kerr@bigpond.com

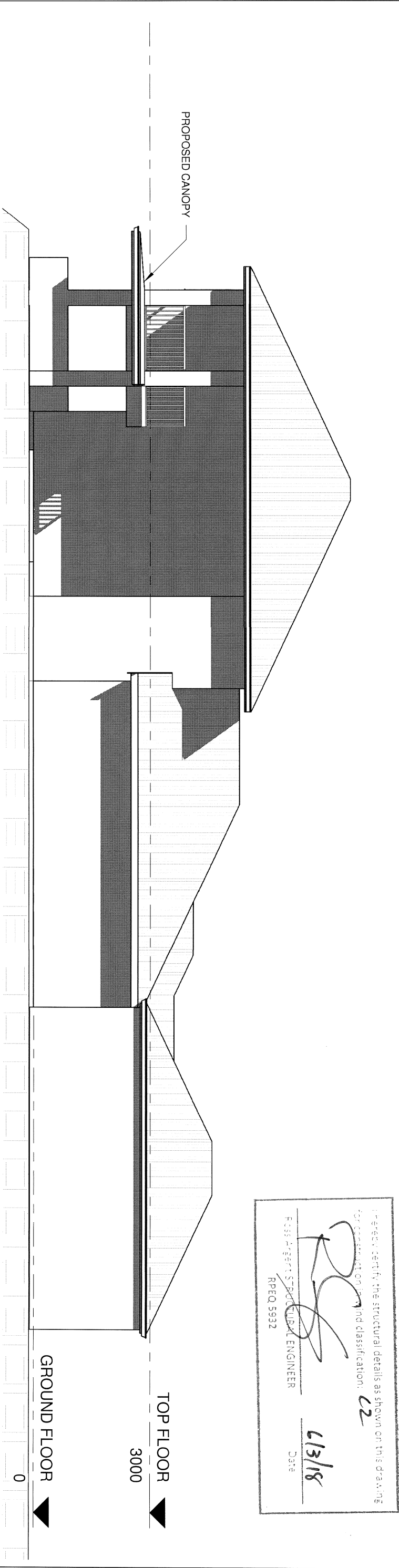
PROPOSED ALTERATION TO EXISTING HOME AT
25 MAYFLOWER STREET 4868 MT SHERIDAN QLD

Date	6 MARCH 2018	WORKING DRAWINGS	3
Drawn by	F. KERR.	ELEVATIONS	Scale 1 : 100

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1
REAR
1 : 100



2
LEFT
1 : 100

I hereby certify the structural details as shown on this drawing
for construction and classification: C2
ROSS JEFFREY STODOLSKI ENGINEER Date 6/3/18
RPEQ 5932

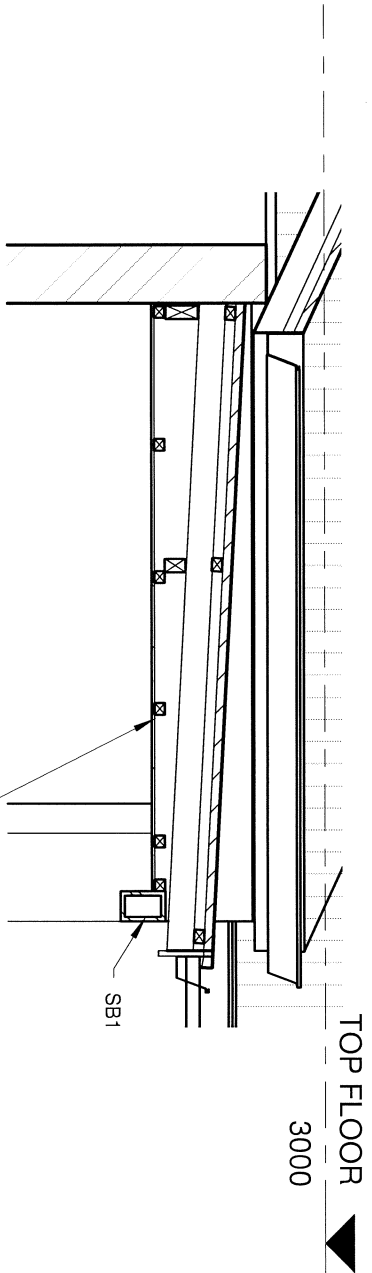
FRANCIS KERR DESIGN
ARCHITECTURAL DRAFTSMAN

NEW HOMES - ADDITIONS - ALTERATIONS
PHONE: 04 3009 1676 QBCC 1122471
e mail: fandr_kerr@bigpond.com

PROPOSED ALTERATION TO EXISTING HOME AT
25 MAYFLOWER STREET 4868 MT SHERIDAN QLD

Date	6 MARCH 2018	WORKING DRAWINGS	4
Drawn by	F KERR	ELEVATIONS	Scale 1 : 100

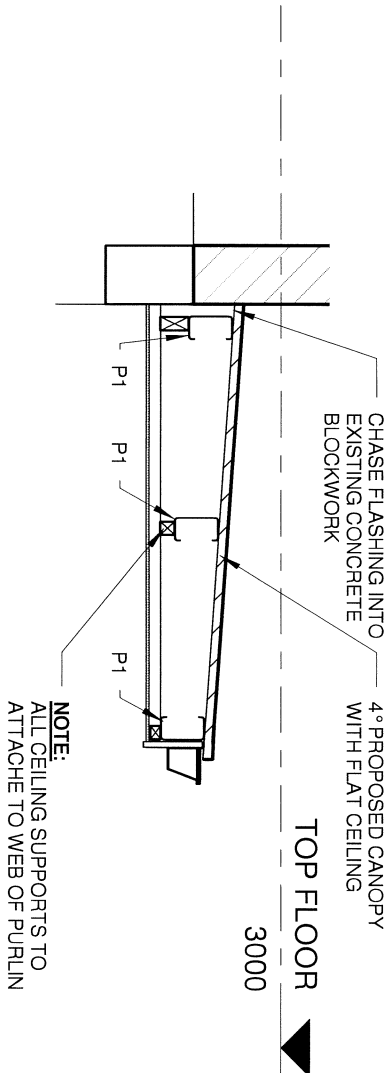
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ENTRY SECTION

3

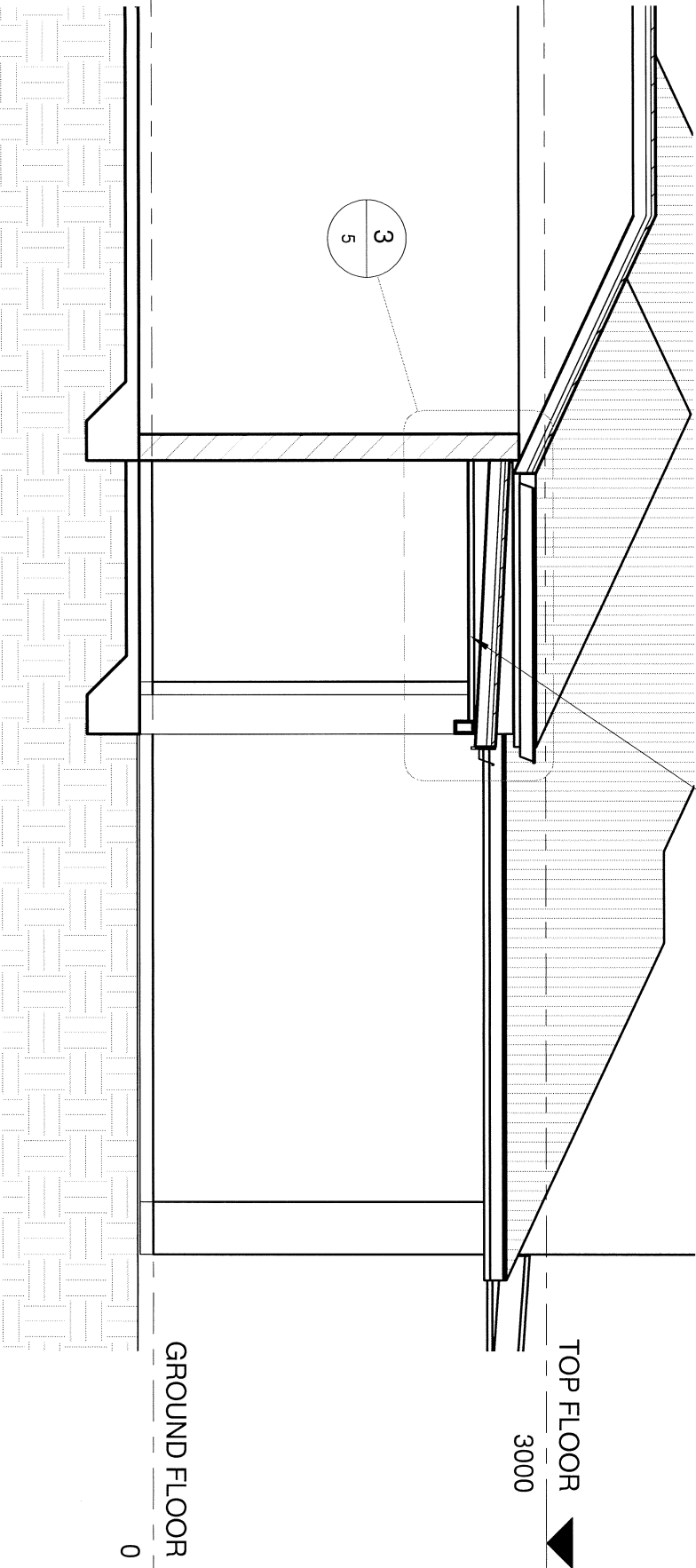
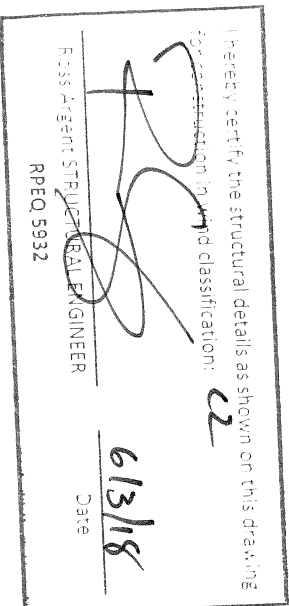
1 : 25



CANOPY SECTION

4

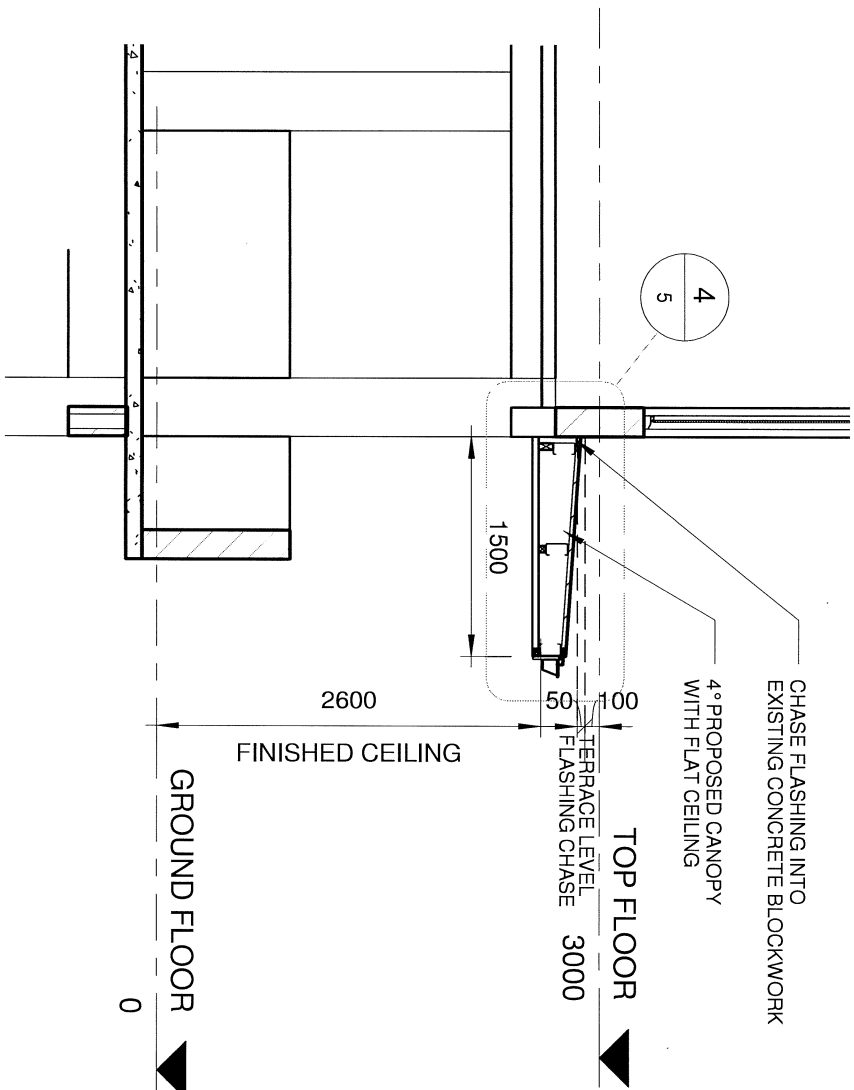
1 : 25



SECTION X-X

1

1 : 50



SECTION Y-Y

2

1 : 50

FRANCIS KERR DESIGN
ARCHITECTURAL DRAFTSMAN

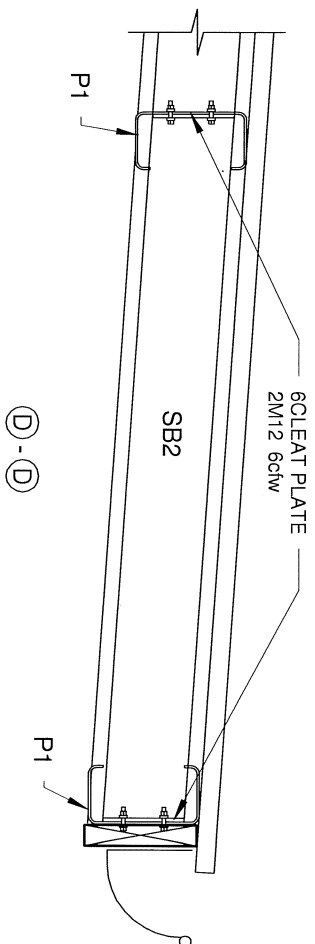
NEW HOMES - ADDITIONS - ALTERATIONS
PHONE: 04 3009 1676 QBCO 1122471
e mail: tandm_kerr@bigpond.com

PROPOSED ALTERATION TO EXISTING HOME AT
25 MAYFLOWER STREET 4868 MT SHERIDAN QLD

Date	6 MARCH 2018	WORKING DRAWINGS	5
Drawn by	F KERR	SECTIONS	As
Scale	Indicated		

Date	6 MARCH 2018	WORKING DRAWINGS	6
Drawn by	F KERR		
		Scale	As

indicated



I hereby certify the structural details as shown on this drawing
 are in accordance with the following classification: **C2**


 STRUCTURAL ENGINEER
 Date: **6/3/18**

 RREQ 5932
 p1

Consumer Building Guide

Your building contractor must give you this guide before you sign the contract.

This guide has been developed by the Queensland Building and Construction Commission (QBCC) under Schedule 1B of the *Queensland Building and Construction Commission Act 1991* (the Act) to assist home owners undertaking domestic building work with a total contract price of \$20,000 or more. It's aimed at helping you avoid disputes and common pitfalls.

Cooling-off period

You may withdraw from the contract within five business days of receiving copies of the signed contract (including any plans and specifications) and this guide. However, there are costs for home owners in withdrawing (generally \$100 plus any out-of-pocket expenses reasonably incurred by the contractor up to the time of withdrawal). You must also advise the contractor in writing.

QBCC licence

You should only deal with a QBCC-licensed contractor. If you engage an unlicensed contractor, your building work may not be covered under the Queensland Home Warranty Scheme. Always check the contractor's licence and licence history via QBCC's Online Licence Search.

QLD Home Warranty insurance

Residential construction work valued at more than \$3,300 is covered by the Queensland Home Warranty Scheme. It provides protection for home owners against non-completion, defective work and subsidence for up to 6 years from completion, provided a licensed contractor performs the work. After the contract has been signed, the contractor must pay the insurance premium to QBCC, and you should receive a Certificate of Insurance and Policy Booklet within two weeks.

Cost Plus and Construction Management contracts

QBCC recommends home owners obtain formal legal advice before signing either of these types of contracts which reduce your Home Warranty insurance protection and often result in disputes and cost overruns. Visit the QBCC website for more details on the risks associated with these contracts.

Commencement Notice

For contracts priced at \$20,000 or more, the contractor must give the owner a signed Commencement Notice within 10 business days of work commencing on site. It must state the date work started on site and the Date for Practical Completion.

Contract price

The total contract price must be stated on the first page of the contract schedule, along with a warning about any provisions that may cause the price to change. If the total contract price includes any allowances (items or services for which the price is not fixed at the time the contract is signed), these allowances must be stated in the contract schedule.

Deposits and progress payments

The maximum deposit allowed is:

- 10% where the total contract price is under \$20,000
- 5% where the price is \$20,000 or more
- 20% for a contract of any price where the value of the work to be performed off-site is more than 50% of the total contract price.

Owners and contractors are free to determine the number and timing of progress payments (if any) for their particular project, provided these payments are proportionate to the value of work performed on site (e.g. don't pay more than 50% before half of the work has been completed).

Building approvals and inspections

Building inspections and approvals are the responsibility of a building certifier. Mandatory building inspections may be required at certain stages of construction. You can check the certifier's licence via QBCC's Online Licence Search.

Variations

Any change to the materials used or the scope of the work to be performed under the contract is known as a 'variation'. Variations are frequently the cause of cost overruns and building disputes. All variations must be detailed in writing and copied to the owner by the contractor within five business days after they are agreed to, and before any of the variation work commences.

Dispute prevention

To reduce the risk of a dispute, carefully read and understand the contract. Also check any associated plans and specifications before signing. Discuss any questions with your contractor and seek legal advice if you still have concerns.

Dispute resolution

If a dispute with your contractor occurs, firstly advise them in writing giving them a reasonable time to respond. If this doesn't resolve the problem, explore QBCC's free Early Dispute Resolution (EDR) service and your legal options. It's critical that you engage a practising solicitor before terminating the contract. Incorrect termination may have serious legal and financial consequences and reduce your Home Warranty protection.

Extensions Of Time (EOTs)

The contract must state the Date for Practical Completion for your project, or how the date is to be determined (e.g. 180 days from commencement). The Act sets out circumstances in which a contractor may seek to extend this date (e.g. if you approve a variation to the contract which involves extra work, or the work is interrupted by more rain than could have been anticipated).

The contractor must give you a written EOT claim that you should carefully consider (not unreasonably reject) and respond to promptly in writing. If you approve the claim, the Date for Practical Completion will be extended by the period claimed. If you do not approve the claim, the extension is deemed 'disputed'.

Practical completion and handover

You are not required to pay the final contract payment until all of the contracted work has been completed in accordance with the contract, all legal requirements, and either without any defects or omissions, or with only minor defects or minor omissions that will not unreasonably affect occupation. If you believe there are any minor defects or minor omissions, the contractor must give you a 'defects document' (listing agreed and non-agreed matters). This document should be compiled by you and the contractor during a handover inspection. Check your contract to see if it imposes any extra requirements on the contractor for practical completion.

Implied warranties

Under the Act, a range of warranties are deemed to be part of all regulated domestic building contracts. The warranty period is six years for structural defects and one year for all other defects.

Quick checklist (Ensure you are able to tick all boxes below before signing the contract)

- ☐ I have read this Consumer Building Guide
- ☐ I have read and checked all contract documents, including the schedule, general conditions and special conditions (if any) and all plans and specifications
- ☐ I have checked the contractor's licence and licence history on the QBCC Online Licence Search at qbcc.qld.gov.au
- ☐ I note and understand my cooling-off rights (including how and when I may withdraw if I choose to)
- ☐ I have checked the total price (including what proportion is comprised of allowances) and I understand the deposit and progress payments set out in the contract
- ☐ I have checked the start and finish dates and practical completion requirements in the contract
- ☐ (If applicable) I have discussed my questions/concerns about the contract with a practising solicitor.

Acknowledgement

Complete and sign the section below to acknowledge that you have received this guide from your building contractor. Once signed, the building contractor will return a copy of this guide to you with the contract.

NAME: _____ DATE: _____

SIGNATURE: _____