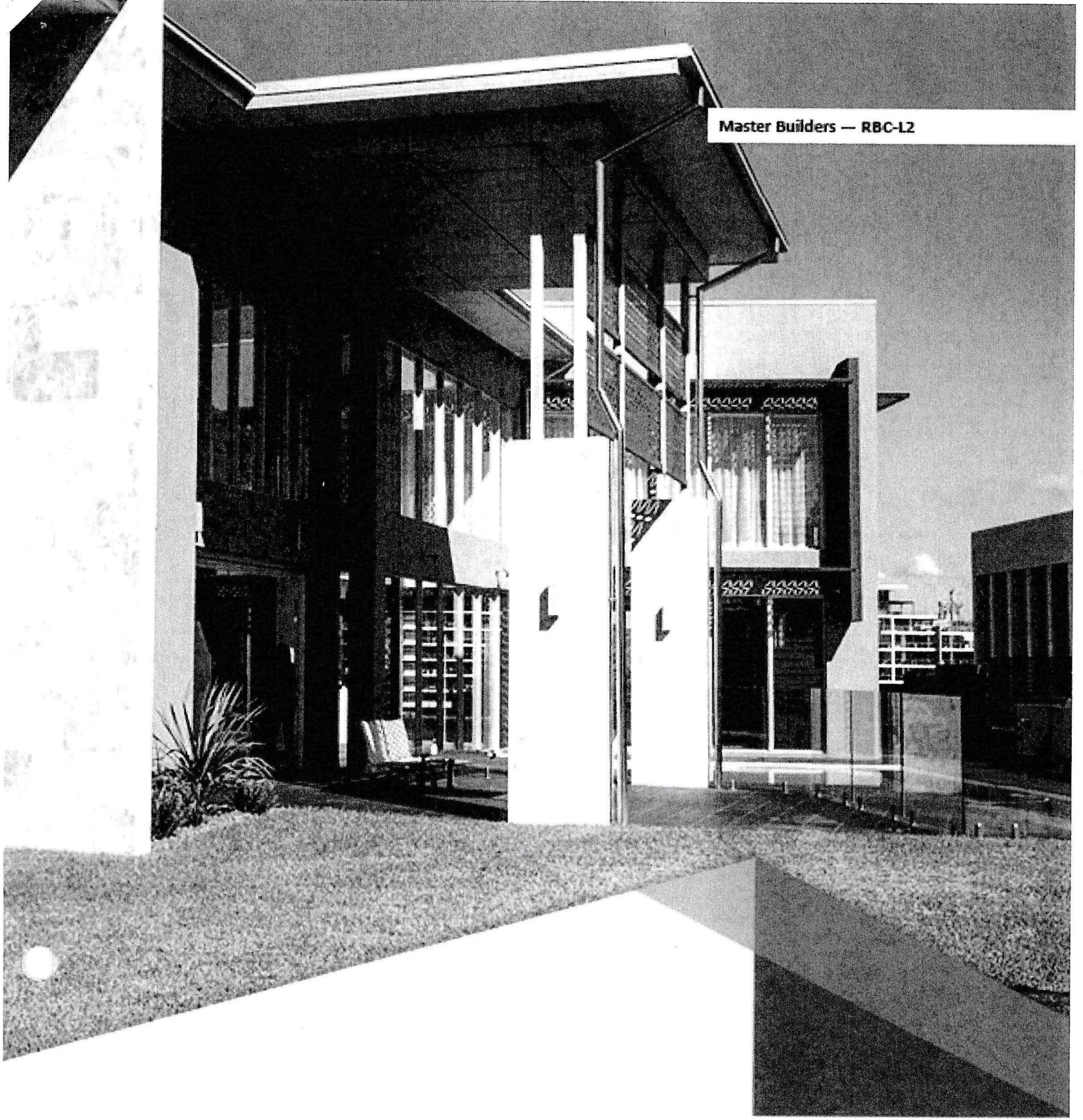




Master Builders — RBC-L2

Residential Building Contract – Level 2



The home of building

Residential Building Contract - Level 2

(RBC-L2) (07/2018.1)

SCHEDULE

BETWEEN

ITEM 1 - OWNER

Name 1	John	Name 2	Merry
Address	39 Mission Road White Rock QLD 4868		
Phone 1		Phone 2	
Email address	s@bigpond.com		
Facsimile number			
Is the Owner a Resident Owner ? (see definitions)		☒ Yes ☐ No	

NOTE: The **Owner** may have a right to withdraw from this **Contract** during the 'Cooling-Off' Period under schedule section 35 of the **Act** (see Clause 4 of the General Conditions).

AND

ITEM 2 - CONTRACTOR

Name (as it appears on the QBCC licence)	Matt Greenwood Constructions Pty Ltd		
Trading as	Matt Greenwood Constructions		
Address	PO Box 770 Gordonvale QLD 4865		
ABN	92 163 040 186	QBCC licence number	1256130
Phone 1	0419677255	Phone 2	
Email address	info@greenwoodconstructions.com.au		
Facsimile number			

ITEM 3 - CONTRACT PRICE (GST inclusive)

NOTE: The **Contract Price** does not include amounts payable directly by the **Owner** to a third party.

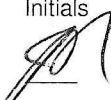
WARNING: This **Contract Price** is subject to change in accordance with Clauses 7.3, 7.7, 9.4, 9.5, 11.9, 12, 13.2, 13.3, 14, 18, 24 and 27.2 of the General Conditions.

The effect of the operation (if applicable) of:

- Clauses 9.4 and 18 may be to reduce;
- Clauses 12, 13.3 and 14 may be to reduce or increase; and
- Clauses 7.3, 7.7, 9.5, 11.9, 13.2, 24 and 27.2 may be to increase,

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

(a) Fixed Price Component (GST inclusive)(includes Deposit in Item 4)	\$581,208.35
(b) Prime Cost Items (GST inclusive)(see Part A of the Appendix)	\$42,353.00
(c) Provisional Sums (GST inclusive)(see Part B of the Appendix)	\$198,191.30
Contract Price (a + b + c)(GST inclusive)	\$821,752.65


ITEM 4 - DEPOSIT (Clause 11.5)

NOTE: Deposit not to exceed 5% unless the value of off-site work is more than 50% of the **Contract Price**, in which case the **Deposit** is not to exceed 20%.

Deposit (percentage of Contract Price)	5%	\$41,087.63
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ITEM 5 - DESCRIPTION OF WORKS

Single Storey Residential Dwelling Class 1A

ITEM 6 - LAND (Clause 7)

Address	Lot 161 Upper Barron Road Malanda QLD 4885		
Lot no.	161	Plan type (e.g. RP)	RP: 843 559
Local government	Tablelands Regional Council		

ITEM 7 - SUPPLIER OF DOCUMENTS

(a) Plans (see Part C of the Appendix)		Prepared by	Matt Greenwood Constructions
Supplied by	☒ Contractor ☐ Owner	No. of pages	

(b) Specifications (see Part C of the Appendix)		Prepared by	Matt Greenwood Constructions
Supplied by	☒ Contractor ☐ Owner	No. of pages	8

(c) Foundations Data		Prepared by	C.M.G Consulting Engineers
Supplied by	☒ Contractor ☐ Owner	No. of pages	8

NOTE: The **Foundations Data** must be obtained before entering into this **Contract**. If the **Contractor** is required to obtain such data, a copy must be given to the **Owner** on payment of the **Contractor's** costs incurred in obtaining the data.

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 8 - CONSTRUCTION PERIOD

(a) Allowance for working Days	200 Days
(b) Delay as a result of inclement weather allowance	103 Days
(c) Allowance for non-working Days (Saturdays, Sundays, Public Holidays)	110 Days
Construction Period (in Days) (a+b+c)	413 Days

ITEM 9 - DATE FOR COMMENCEMENT (Clause 8)

Date for Commencement

OR ☒ (tick) to be determined under Clause 8.1(b)

ITEM 10 - DATE FOR PRACTICAL COMPLETION

Date for Practical Completion

OR ☒ (tick) date that is the last **Day** of the Construction Period (see Item 8) from the **Date for Commencement**

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Initials

Initials

ITEM 11 - FINANCE (Clause 11.14)

Is this **Contract** conditional on the **Owner** obtaining loan approval from a financial institution? ☐ Yes ☒ No

Lender

Loan amount

Loan approval date

ITEM 12 - SECURITY ACCOUNT DETAILS (Clause 11.17)

Security Account Money (the part of the **Contract Price** that is not to be funded by way of loan from a financial institution)

Financial Institution or **Holding Account**

N/A

Amount to be deposited

ITEM 13 - ACCESS TO THE SITE (Clause 7)

Party responsible for **Site** access

☐ Contractor ☒ Owner

Date for providing free and uninterrupted occupation of the **Site**
ITEM 14 - BUILDING APPROVAL (Clause 5)

Party responsible for obtaining building approval

☒ Contractor ☐ Owner

NOTE: The **Owner** is responsible for obtaining all development approvals if applicable to the **Works**.

ITEM 15 - LATENT CONDITIONS (Clause 14)

The **Owner** is responsible for any **Latent Condition**.

ITEM 16 - AUTHORISED AGENT/REPRESENTATIVE

The **Contractor's Representative** is (if applicable)

The **Owner's Agent** (if applicable) (see Clause 29.11 & 29.13)

ITEM 17 - DELAY COSTS (Clause 24)

Delay costs rate

\$80.00 per Day

ITEM 18 - LIQUIDATED DAMAGES (Clause 18)

Liquidated damages rate

\$50.00 per Day

(if nothing stated, \$50 per Day)

ITEM 19 - INTEREST (Clause 11.9(a))

Interest rate

10%

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

ITEM 20 - PAYMENT PERIOD (Clause 11.7)

Time for payment of a progress claim after the date on which the **Owner** receives the claim

14 Business Days

(if nothing stated, 5 Business Days)

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APPENDIX

APPENDIX

THE **APPENDIX** TO THE **SCHEDULE** MUST BE COMPLETED WHERE APPLICABLE

PART A - ALLOWANCES FOR PRIME COST ITEMS (if applicable)

This is to be read in conjunction with Clause 9 of the General Conditions.

Contractor's Margin on excess amount 20%
(if nothing stated, 20%)

Description of each Prime Cost Item	Quantity	Allowance per unit (GST inclusive)	Total allowance for the Prime Cost Item (GST inclusive)
1. Garage Door	1	\$4,956.00	\$4,956.00
2. Tiles	1	\$34,015.00	\$34,015.00
3. Appliances	1	\$3,382.00	\$3,382.00
Total of Prime Cost Items (GST inclusive)			\$42,353.00

PART B - ALLOWANCES FOR PROVISIONAL SUMS (if applicable)

This is to be read in conjunction with Clause 9 of the General Conditions.

Contractor's Margin on excess amount (if nothing stated, 20%)

Description of each Provisional Sum	Total allowance for the Provisional Sum (GST inclusive)
1. Windows/Screens/Mirrors	\$80,921.00
2. Cabinetry	\$42,632.00
3. Plumbing	\$46,081.00
4. Electrical	\$17,757.30
5. Airconditioning	\$10,800.00
Total of Provisional Sums (GST inclusive)	\$198,191.30

PART C - PLANS AND SPECIFICATIONS (Item 7)

PLANS

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Drawing No.	Issue	Prepared by	Brief description of drawing
1	A	MATT GREENWOODC ONSTRUCTION S	CONSTRUCTION NOTES
2	A	MATT GREENWOODC ONSTRUCTION S	FLOOR PLAN
3	A	MATT GREENWOODC ONSTRUCTION S	FLOOR PLAN
4	A	MATT GREENWOODC ONSTRUCTION S	DIMENSION PLAN
5	A	MATT GREENWOODC ONSTRUCTION S	DIMENSION PLAN
6	A	MATT GREENWOODC ONSTRUCTION S	ELEVATIONS
7	A	MATT GREENWOODC ONSTRUCTION S	ELEVATIONS
8	A	MATT GREENWOODC ONSTRUCTION S	ELEVATIONS
9	A	MATT GREENWOODC ONSTRUCTION S	FOOTING PLAN
10	A	MATT GREENWOODC ONSTRUCTION S	FOOTING PLAN
11	A	MATT GREENWOODC ONSTRUCTION S	FOOTING DETAILS
12	A	MATT GREENWOODC ONSTRUCTION S	STARTER BAR PLAN
13	A	MATT GREENWOODC ONSTRUCTION S	STARTER BAR PLAN





Drawing No.	Issue	Prepared by	Brief description of drawing
14	A	MATT GREENWOODC ONSTRUCTION S	TYPICAL CROSS SECTION
15	A	MATT GREENWOODC ONSTRUCTION S	PLUMBING & DRAINAGE PLAN
16	A	MATT GREENWOODC ONSTRUCTION S	PLUMBING & DRAINAGE PLAN
17	A	MATT GREENWOODC ONSTRUCTION S	ELECTRICAL PLAN
18	A	MATT GREENWOODC ONSTRUCTION S	ELECTRICAL PLAN
19	A	MATT GREENWOODC ONSTRUCTION S	TRUSS TIE-DOWN DETAILS
20	A	MATT GREENWOODC ONSTRUCTION S	SITE PLAN

SPECIFICATIONS

	Details
1.	Quote / specification supplied by builder and assigned by both parties.





ITEM 21 - PROGRESS CLAIMS (Clause 11.6)

Method selected by the parties for claiming progress payments

 (Note: Part D of the **Appendix** must be completed)

☒ Method A ☐ Method B ☐ Method C

ITEM 22 - FIXTURES AND FITTINGS

 Are there fixtures and fittings shown on the **Plans** and **Specifications** but not included in the **Contract Price**?

☒ Yes ☐ No

 (If yes, complete Part E of the **Appendix**)

ITEM 23 - OWNER SUPPLIED ITEMS (Clause 11.10)

 Is the **Owner** to supply some materials?

☒ Yes ☐ No

 (If yes, complete Part F of the **Appendix**)

ITEM 24 - SECOND HAND MATERIALS (Clause 10.4(b))

 Is the **Contractor** to install second hand materials in the **Works**?

☐ Yes ☒ No

 (If yes, complete Part G of the **Appendix**)

ITEM 25 - ADDITIONAL SERVICES

 Are there any additional services that are not domestic building works to be carried out under this **Contract**?

☒ Yes ☐ No

 (If yes, complete Part H of the **Appendix**)

ITEM 26 - SPECIAL CONDITIONS

 Are there any special conditions forming part of this **Contract**?

☒ Yes ☐ No

 (If yes, complete Part J of the **Appendix**)

ITEM 27 - CONSUMER BUILDING GUIDE

 Has the **Owner** received the **Consumer Building Guide**?

☒ Yes ☐ No





PART D - PROGRESS CLAIMS (Item 21)

WARNING: A Contractor must not claim an amount under this Contract unless it directly relates to the progress of the Works at the Site, and is proportionate to the value of the work that relates to the claim.

NOTE: The maximum Deposit cannot be more than 5% of the Contract Price unless the value of off-site is more than 50% of the Contract Price, in which case the maximum Deposit cannot be more than 20%.

NOTE: The percentages provided for the Stages below are a guide only, and the Contractor should satisfy itself that these percentages are suitable for the construction intended.

METHOD A - DESIGNATED STAGES - NEW DETACHED DWELLING

Stage	% of Contract Price	\$ Value (GST inclusive)
Deposit	5%	\$41,087.63
Base Stage	15%	\$123,262.90
Frame Stage	20%	\$164,350.53
Enclosed Stage	25%	\$205,438.16
Fixing Stage	20%	\$164,350.53
Practical Completion	15%	\$123,262.90
TOTAL	100%	\$821,752.65

METHOD B - DESIGNATED STAGES

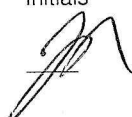
NOTE: The Contractor must provide a description of the Stages, and the percentage for each Stage.

Name of Stage and Description of Stage	% of Contract Price	\$ Value (GST inclusive)
Deposit (refer to note above)		
Practical Completion		
Total		

METHOD C - PERIODIC PROGRESS CLAIMS

Progress claims for progress payments to be submitted on the last Business Day of each

Progress claims for progress payments to be submitted on the _____ Day of each Month


APPENDIX PART E - FIXTURES AND FITTINGS (Item 22)

The following fixtures and fittings are not included in the **Contract Price** but shown on the **Plans** and **Specifications**.

	Details
1.	Owner to supply all fixtures & fittings. <i>FOR PLUMBING</i> <i>yz</i>

APPENDIX PART F - OWNER SUPPLIED ITEMS (Item 23)

Materials to be supplied by the **Owner** are to be stated in this table. No warranties are given by the **Contractor**, either expressly or impliedly, with respect to the suitability and quality of the materials stated in this table.

	Details
1.	Owner to supply all fixtures & fittings. <i>FOR PLUMBING</i> <i>yz</i>

APPENDIX PART G - SECOND HAND MATERIALS (Item 24)

The following second hand materials are to be supplied by the **Contractor**, and installed in the **Works**.

	Details

APPENDIX PART H - ADDITIONAL SERVICES (Item 25)

The following relates to any additional services that are not domestic building works but are to be carried out under this **Contract** (if any); for example, work in relation to a farm building that is not a home, or only to accommodate animals, or a building intended to be used only for business purposes.

Description of these additional services:

Amount or proportion of the **Contract Price** related to these additional services:

APPENDIX PART I - SERVICES AND FEES NOT INCLUDED IN THE CONTRACT PRICE

WARNING: This section relates to services being brought to the **Land**, NOT services connected from the boundary to the detached dwelling or home.

The **Owner** is responsible for (including for the cost of) the conveying, connection and installation of the services and facilities being brought to the **Land** and connected to the **Works**. These services and facilities include, for example: Gas, Sewerage, Storm Water, Water, Electricity, Telephone and National Broadband.

APPENDIX PART J - SPECIAL CONDITIONS (Item 25)

Any Special Conditions in addition to, or in amendment of, the General Conditions must be set out below.
 (Number each Special Condition; for example, SC1, SC2 or if applicable, refer to the specific Clause in the General Conditions).

Special Condition No.	General Condition affected	Details
SC-1.		If fixtures & fittings nominated which are being supplied by the builder are unavailable, an equivalent in appearance & quality will be substituted.
SC-2.		Owner to provide Earthworks and access to site.

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yz
yz

AGREEMENT

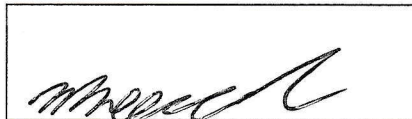
AGREEMENT

The **Contractor** and the **Owner** agree that the **Contractor** is to carry out and complete the **Works**, and the **Owner** is to pay the **Contractor** the **Contract Price**, as adjusted under this **Contract**, for the **Works** in accordance with the provisions of this **Contract**.

SIGNED - CONTRACTOR

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

Signature



Printed name

MATT GREENWOOD

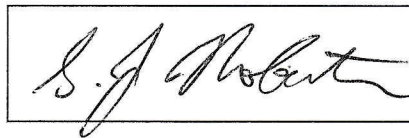
Date

7 / 8 / 2020

SIGNED - OWNER

Signed by, or for and on behalf of, the **Owner**

Signature 1



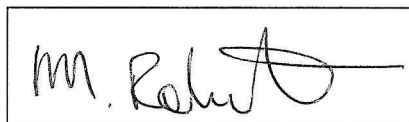
Printed name

JOHN I

Date

7 / 8 / 2020

Signature 2



Printed name

MERRY

Date

7 / 8 / 2020

WARNING - DO NOT SIGN IF:

- The **Owner** has not been provided with a **Consumer Building Guide**.
- **Foundations Data** has not been obtained (if applicable).
- The **Owner** has not been provided with the General Conditions.

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