

SCHEDULE FOR QBCC NEW HOME CONSTRUCTION CONTRACT

This Contract is intended to be used for the construction of a single home or duplex.

NOTE TO OWNER: To better understand your contractual rights and obligations, BEFORE SIGNING carefully read this Schedule and the accompanying Consumer Building Guide and the General Conditions dated July 2015.

NOTE TO CONTRACTOR: When completed, retain original and give 2 signed copies of this Schedule to the Owner. **The**

Owner

Owner's name/s: ___ Mr. And Mrs.

Cousins _____

Address: ___ 10, Brisbane Road,

Strathpine _____

Post Code: ___ 4500 _____ Business Phone: ___ 0740000111 _____ Home

Phone: ___ 0740555111 _____ Fax: _____ Mobile Phone:

___ 0423111555 _____ Email:

___ abs@gmail.com _____

Owner has checked the Contractor's licence and history via QBCC's Online Licence Search: Yes

The Owner IS

IS NOT a Resident Owner. *(Tick the appropriate box)*

NOTE: An Owner is a Resident Owner if he/she intends to reside in the building where the Works are to be performed on, or within 6 months of, completion of the contracted work.

Owner's Authorised Representative (if any): _____

Business Phone: _____ Home Phone: _____ Fax: _____

Mobile Phone: _____ Email: _____

The Contractor

Contractor's name (must be as shown on licence): ___ Resilient Homes Pty

Ltd _____ Licence Number: ___ 141526 _____

ABN No: ___ 21152136 _____

Contractor confirms: My licence is current, active and appropriate for this work: Yes

Address: ___ 32, Adelaide Rd,

Brisbane _____

_____ Postcode: ___ 4000 _____ Business Phone:

___ 0720222111 _____ Home Phone: ___ 0721333222 _____ Fax:

_____ Mobile Phone: ___ 0423555777 _____ Email:

___ avs@yahoo.com _____ Contractor's Authorised Representative (if

any): _____ Business Phone:

_____ Home Phone: _____ Fax: _____ Mobile Phone:

Email: _____

1	CONTRACT PRICE Condition 4. WARNING: The Contract Price is subject to change due to Conditions 19, 20, 21 & 24.	For information about Prime Cost (PC) Items and Provisional Sums (PS) see Condition 4 of the General Conditions. If the Contract includes such allowances, a PC/PS Schedule must be completed by the Contractor, signed by both parties and attached.	(a) Fixed Price Component: \$ (incl. GST) (includes deposit in Item 2) 580,000.00 (b) Prime Cost Items (if any): \$ (incl. GST) (c) Provisional Sums (if any): \$ (incl. GST) 85,000.00 CONTRACT PRICE = \$ (incl. GST) (a) + (b) + © 665,000.00

2	DEPOSIT Condition 19	The deposit must not exceed 5% if the Contract Price is \$20,000 or more.	Amount of deposit: \$ (incl. GST) 33,250.00
3	BRIEF DESCRIPTION OF THE WORKS	Insert a brief description of the contracted work and attach and refer to plans and specifications e.g. construction of new home as per attached plans dated.../.../... & specifications dated.../.../...	Build a new low-rise residential dwelling as their future retirement property. The residential dwelling will be a low set single skin masonry structure with hip and valley roof using glazed tiles, contrast metal fascia and gutters and colour/rendered finish on a 1000m2 level block. 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 state tiled outdoor entertaining area adjacent to the pool, two living areas, two bedrooms share a bathroom with bath, shower, double vanity and toilet and the guest bedroom is ensuite with shower only, toilet and single vanity, there is a powder room, three car garage 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.
4	SITE Condition 13		Site Address: ___15, Melbourne rd, Brisbane_____ Real Property Description: Lot No: ___10_____ Plan Type (e.g. RP/SP/BUP): _____RP_____ Plan No:_____110_____ Local Authority: __Brisbane city council _____

5	STARTING DATE Conditions 1, 10 & 17	NOTE: The Contractor must ensure that the work under this Contract starts by the Starting Date, being the latest of: • the following agreed date / / ; or • 10 business days after the issue of approved plans by the Assessing Certifier; or • 10 business days after the Owner has satisfied its financial obligations under Condition 5.1.	
6	COMPLETION PERIOD (including Construction Days and allowances for likely delays) Conditions 22, 23 & 28	NOTE TO CONTRACTOR: You must state here the allowances (in days) you have made for delay factors which are reasonably likely to affect the time required to carry out the work. NOTE TO OWNER: The Contractor is not entitled to claim an extension of the Date for Practical Completion (Schedule Item 7) for a delay stated here (e.g. inclement weather) unless the number of days the Contractor is actually delayed is greater than the allowance stated here in Schedule Item 6B.	A. Construction Days (<i>excluding delays allowed in 'B'</i>) A Business days needed to construct the Works = 23 weeks PLUS B. Allowances for likely delays: (i) Inclement weather allowance (business days) = _____ (ii) Other likely delays, if any (business days) = _____ Details of delay _____ _____ (iii) Non-working days (incl. w/ends, RDOs, public holidays, etc.) = _____ B Total delay days allowed: (i) + (ii) + (iii) = COMPLETION PERIOD: Construction Days (Item 6A) A + B PLUS Total delay days allowed above (Item 6B) = <i>(This total represents the number of days between the Starting Date and the Date for Practical Completion)</i>

7	DATE FOR PRACTICAL COMPLETION Conditions 22, 23 & 28	NOTE TO CONTRACTOR: Complete only one of the options in the 'Particulars' column (i.e. date or number of days) and delete the other.	Date: / / OR Completion Period of calendar days (see Schedule Item 6) from the Starting Date or the date on which the work under this Contract is commenced, whichever is the earlier.
PROGRESS PAYMENTS (Choose Option A or Option B below)			

8A	OPTION A: <i>NOTE: This Option may be used where you believe the contracted work involves typical house construction and the progress payment Stages set out in the 'Particulars' column are appropriate.</i> Conditions 19 & 28	NOTE TO CONTRACTOR: If the contracted house construction work does not involve the Stages set out in the 'Particulars' column in Option A, or the payment percentages are not appropriate (e.g. if the payments in Option A would amount to payment in advance of work progress on Site), you should use Option B below.	WARNING FOR CONTRACTOR: The QBCC Act requires that all progress payments must be directly related to the progress of the work at the Site and proportionate to the value of the work that relates to the claim (e.g. the total value of the progress claims plus the 5% deposit cannot exceed 50% of the Contract Price until more than 50% of the work on Site has been performed). Breaches of this requirement attract heavy penalties. In presenting each progress claim under Option A or Option B you are warranting that the work on Site has reached the relevant Stage set out below, and that the total amount claimed (including the deposit) is proportionate to the progress of the contracted work at the Site. PROGRESS PAYMENT STAGES (<i>all prices incl. GST</i>): Base Stage (excl. 5% deposit) – 15% \$ __99,750__ Frame Stage – 20% \$ __133,000__ Enclosed Stage – 25% \$ __166,250__ Fixing Stage – 20% \$ __133,000__ Practical Completion Stage – 15% \$ __99,750__ NOTE: The total of Stage payments in Option A or B plus the deposit must equal Contract Price in Schedule Item 1.
8B	OPTION B: Conditions 19 & 28	NOTE TO CONTRACTOR: Option B should be used where the contracted house construction work does not involve the Stages set out in Option A above, or the payment percentages are not appropriate for the work.	ALTERNATIVE PROGRESS PAYMENT STAGES (<i>incl. GST</i>) *Stage 1: _____ - ____ % \$ _____ Stage 2: _____ - ____ % \$ _____ Stage 3: _____ - ____ % \$ _____ Stage 4: _____ - ____ % \$ _____ Stage 5: _____ - ____ % \$ _____ Stage 6: _____ - ____ % \$ _____ Stage 7: _____ - ____ % \$ _____ Practical Completion Stage - ____ % \$ _____ _____ <i>*If extra space is required, attach a more detailed description of the Payment Stages to this Contract Schedule.</i>
WARNING TO OWNER		Your insurance protection under the Queensland Home Warranty Scheme may be reduced if you make payments greater than, or prior to, what the Contract requires.	

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9	AMOUNT TO BE DEPOSITED IN SECURITY ACCOUNT (if relevant) Condition 6	NOTE: This Item is optional – it may be relevant where a loan is not required to finance the project.	\$ _____
10	LIQUIDATED DAMAGES Condition 24	NOTE TO OWNER AND CONTRACTOR: You must discuss whether, or what, liquidated damages (LDs) apply to this project and insert either an amount per day or 'NIL' if LDs do not apply. If this space is left blank, a default amount of \$50/day shall apply.	\$ per day for each calendar day of delay in achieving Practical Completion. NOTE TO OWNER REGARDING LIQUIDATED DAMAGES (if applicable): It is very important that you carefully consider and complete this section. The liquidated damages amount should be a genuine pre-estimate of the costs/losses the Owner will incur (if any) in the event the work under this Contract is not completed by the Date for Practical Completion (including any extra rental and storage costs, lost rent for rental properties, finance costs, etc. directly related to the delay in reaching Practical Completion).
11	INTEREST RATE ON OVERDUE PAYMENTS Condition 20		_____% per annum The rate will not exceed the Commonwealth Bank of Australia Standard Variable Rate for home loans + 5%.
12	FINANCE Conditions 1 & 5	WARNING TO OWNER: The Finance Date is the date by which the Owner must provide the Contractor with written evidence, satisfactory to the Contractor, of their capacity to pay the Contract Price (even if no loan is required). Consult your Lender before inserting a date. Delays in providing this evidence may delay the start of your project or lead to termination of the Contract.	The Contract IS/IS NOT subject to Loan Approval. (Cross out whichever does not apply) Lender: ____ Commonwealth bank _____ Amount of Loan: \$ ____ 390,000 _____ Finance Date: / / (day) (month) (year) NOTE: If no date stated, Finance Date is 10 business days from date of Contract.
13	PARTY RESPONSIBLE FOR OBTAINING BUILDING APPROVAL Conditions 9 & 10		____ Owner _____ ____ (State whether the responsible party is Owner or Contractor)
14	PARTY RESPONSIBLE FOR COST OF EXTRA EXCAVATIONS AND FOUNDATIONS (if relevant) Condition 21	This item relates to responsibility for any extra excavations and foundations beyond what could reasonably be established from the Foundations Data.	____ Owner _____ ____ (State whether the responsible party is Owner or Contractor)

15	CONTRACT DOCUMENTS Conditions 4, 8 & 30	Any amendments or 'variations' to this Contract must be recorded in a Variation Document (such as QBCC Form 5) which then forms part of the Contract.	(a) PLANS (dated and attached) supplied by: Owner (b) SPECIFICATIONS (dated and attached) supplied by: Owner (c) PRIME COST ITEMS / PROVISIONAL SUMS Are Prime Cost Items included? YES Are Provisional Sums included? YES If YES to either question, the Contractor must complete and sign the Prime Cost Items and/or Provisional Sums Schedule/s and copy to Owner. (d) FOUNDATIONS DATA supplied by: Contractor NOTE: Foundations Data must be obtained if the contracted work requires the construction or alteration of, or may adversely affect, footings or a concrete slab for a building. Unless appropriate and reliable Foundation Data already exists, the Contractor is required to obtain appropriate Foundations Data and provide a copy to the Owner upon payment of the costs incurred in obtaining the data.
16	SIGNATURES	NOTE: The Contractor must give the Owner the Consumer Building Guide before the Owner signs the Contract and a signed copy of the entire Contract, including plans and specifications, within 5 business days after the Contractor signs the Contract.	Signed by the Owner/s: Owner 1: _____ <i>cous</i> _____ Owner 2 (if any): _____ <i>cousin</i> _____ In the presence of: _____ <i>juke</i> _____ _____ (signature of witness) Signed by the Contractor: In the presence of: _____ <i>Resill</i> _____ _____ (signature of witness) Dated this: __07th__ day of __January__ 2021_____

IMPORTANT NOTICE TO OWNER: 'COOLING-OFF' PERIOD

Under Schedule 1B of the QBCC Act you may have the right to withdraw from this Contract during the cooling-off period of 5 business days commencing when you have received both a signed copy of this Contract and the Consumer Building Guide. If you wish to withdraw under the 'cooling-off' provisions you must give the Contractor a signed written notice stating that you withdraw from the Contract under section 35 of Schedule 1B of the QBCC Act (*see Condition 2 of the General Conditions for more details*).

The Owner and the Contractor agree that the Contractor shall carry out the work described in this Contract for the Contract Price it provides and upon its terms.

This Contract includes:

Schedule for New Home Construction Contract, PC and PS Schedules and Forms 1 - 7, all dated July 2015;

General Conditions of New Home Construction Contract dated July 2015, and

Plans, specifications and any other contract documents described in Item 15 of this Contract Schedule.