

CPCBC4003A SELECT AND PREPARE A CONSTRUCTION CONTRACT, CPCBC4016A ADMINISTER A CONSTRUCTION CONTRACT & CPCBC4032A APPLY CONTRACT LAW TO SALES PROCESSES

The assessment activities for *CPCBC4003A Select and prepare a construction contract*, *CPCBC4016A Administer a construction contract* & *CPCBC4032A Apply contract law to sales processes* cover all aspects of the unit of competency required. To demonstrate competence in this unit, a participant must undertake all tasks and complete them satisfactorily and consistently. For Apprentices and Trainees, this includes employer completion of the Employer Record Book (ERB).

Participants must read all the information given before starting any assessment task. The assessment tasks are intended to be equitable, fair and flexible. If a participant has any questions or requires alternative arrangements to be made such requests should be directed to their Trainer/Assessor, who should note such arrangements in the 'Assessor Comments' on the affected assessment. If a participant feels they are not yet ready to be assessed, they should discuss their options with their Trainer/Assessor.

To satisfactorily complete the assessment, the participant is required to answer all questions correctly and demonstrate their skills to industry standards. If a participant does not answer some questions or perform some tasks, they will be deemed 'Not Satisfactory' for the task and 'Not Yet Competent' for the unit of competency. The Trainer/Assessor is able to provide the participant with additional information on interpreting the assessment outcomes and provide guidance on the participant's options. Should a participant still be deemed 'Not Satisfactory' they will have the opportunity to undertake a supplementary assessment or appeal the result.

By signing the cover page for each assessment item, the participant acknowledges they understand the assessment instructions and requirements and consent to being assessed. The participant also verifies and assures the RTO that the work submitted is their own work.

Participant Name	Ryan Readdy
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Task	Assessment Results	
Theory Exam	☐ Satisfactory	☐ Not Yet Satisfactory
Practical Assessment	☐ Satisfactory	☐ Not Yet Satisfactory
Outcome for CPCBC4003A	☐ Competent	☐ Not Yet Competent
Outcome for CPCBC4016A	☐ Competent	☐ Not Yet Competent
Outcome for CPCBC4032A	☐ Competent	☐ Not Yet Competent

Assessor Name	
Assessor Signature	
Unit Competence Determination Date	Click here to enter a date.

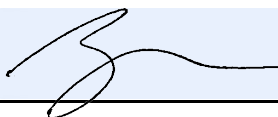
CPCCBC4003A SELECT AND PREPARE A CONSTRUCTION CONTRACT, CPCCBC4016A ADMINISTER A CONSTRUCTION CONTRACT & CPCCBC4032A APPLY CONTRACT LAW TO SALES PROCESSES

THEORY EXAM INSTRUCTIONS

1. This exam will occur under standard assessment conditions.
 1. An oral examination may be allowed under certain circumstances, whereby the Participant's answers will be documented by a party other than the Participant. This must be acknowledged in writing (e.g. FT001 and Assessor Comments)
2. Participants must provide enough detail in their responses to demonstrate their knowledge and skills.
3. Please fill in the details below, providing your name, signature and date of assessment.
 1. Your signature acknowledges that this is your own work.
4. Assessors are to complete marking in pen of a different colour to the Participant.
5. If a Participant initially answers a question incorrectly but modifies their response, they must follow the instructions below:
 1. If a Participant changes their response in writing, they must put their initials next to the written change.
 2. If a Participant changes their response verbally, this must be noted on the exam paper by the assessor.

Participant name Ryan Readdy

Participant signature



Date 30/10/2019

Assessor name

Assessor signature

[Click here to enter a date.](#)

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

ASSESSOR COMMENTS

Q1. Order the following elements of an agreement from 1 to 4.

Answer

Element Number	Element
2	Acceptance
4	Consideration
3	Intention of legal consequences
1	Offer

☐

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

Answer

1. When the time for acceptance expires
2. If the offer is withdrawn
3. After a reasonable time in the circumstances.

☐

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

Answer

- The offer can be either amended to reflect the new terms and accepted, or rejected.

☐

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

Answer

One party promises to do something in return for a promise from another party (usually in the form of money).

☐

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

Answer 1. Persons suffering from a mental disability
2. Intoxicated persons

☐

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

Answer Consent – A person who possesses and exercises sufficient mental capacity to make an intelligent decision in entering into the agreement.

Apparent consent may not exist if the consent was made by mistake, fraud, misrepresentation, duress or undue influence.

☐

Q6. Identify the building industry regulator in your state and describe its role, particularly with regards to providing advice about contracts.

Answer QBCC

The QBCC has developed a number of building contracts and contract guides to assist the home owner with undertaking domestic building works with an aim of avoiding disputes and common pitfalls.

☐

Q7. Under what laws are domestic building contracts regulated?

Answer Building Act 1975
QBCC Act 1991
Building Regulation 2006

☐

Q8. Domestic building contracts must be put in writing once the work exceeds what value?

Answer \$3,300

☐

Q9. A commercial building contract must be put in writing before the building work is started if the reasonable cost of the work is more than what amount? Identify the relevant law that imposes this requirement.

Answer \$10,000

QBCC Act 1991

☐

Q10. Contractors must give the owner a signed copy of the entire contract (including any plans and specifications) within how many days after entering the contract?

Answer 5 business days

☐

Q11. What are the benefits of having a written contract in place between parties?

- Answer**
1. Provided written proof of what was agreed between the two parties.
 2. Both parties know what their own and the other parties obligations are, which will reduce the risk of dispute.
 3. Provides information on how disputes can be resolved.
 4. Provides information on how either party can end/suspend the contract.

☐

Q12. Match the common building contract clauses and definitions below by writing the appropriate letter next to each number in the centre column.

Answer	Clauses	Answers	Definition	
1	Acceptances	1 - F	A Provide specific reasons that allow the contract period to be adjusted	
2	Cost adjustments	2 - E	B A provision for which remedies can be sought if breached	
3	Extensions of time	3 - A	C Specifically outlines the tasks to be completed as part of the construction work	
4	Payments	4 - D	D Outlines the requirements for deposits	
5	Scope of work	5 - C	E Address the risk of rise/fall of expenses	
6	Term	6 - B	F Require that the contract be accepted or rejected by a certain date, otherwise the contract will not be binding	

Q13. Which of the following are preliminary contracts that a builder could ask a client to sign prior to signing the main contract? Tick all that apply.

Answer	Choice	Possible Answers	
	☐	Contract estimate	
	☐	Contract request	
	☒	Preliminary agreement	

Q14. True or False (Tick your response): Clauses within pre-contract agreements may carry over into the contract, so it is important to discuss these with the client and come to an agreement.

Answer			
	☒	True	
	☐	False	

Q15. Identify and explain the purpose of four (4) standardised building construction contracts – two (2) residential and two (2) commercial.

Answer

Contract name	Description
Level 1 – Renovation, Extension and Repair contracts	For renovations, extensions and routine repairs on existing homes for contracts \$3,301 to \$19,999
Level 2 – Renovation, Extension and Repair contracts	For renovations, extensions and routine repairs on existing homes for contracts \$20,000 and over
Commercial Building contracts	A lump sum contract to be used for the construction only of commercial building work with or without a Principal's agent
Commercial Minor Works Contract	A lump sum contract for minor commercial work up to the value of \$100,000



Q16. Identify an appropriate standardised contract that would be suitable for a commercial works job up to \$100,000.

Answer Commercial Minor Works Contract



Q17. Identify one (1) standardised residential building contract and explain the maximum value of the work it may be used for.

Answer Level 1 – Renovation, Extension and Repair contracts.

This is for works with a maximum value of \$19,999.



Q18. Describe the requirements for each of the topics listed below, with regards to residential contracts priced at \$20,000.

In Queensland, these are outlined in the QBCC Consumer Building Guide, which the consumer must sign before work is undertaken.

Answer

Topics	Definition
Builder's Licence	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.
Contract price	The total contract price must be stated on the first page of the contract schedule. For contracts priced at \$20,000 or more, the contract must also contain a warning about any provisions that may cause the contract price to change and if the 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.
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.
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.
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- Which of the following documents can be referred to as collectively making up a contract? Tick all that apply.

Answer

Choice	Possible Answers
☒	Engineer specifications
☒	Plans, drawings and specifications
☒	Prime Cost Items Schedule
☒	Processes for applying for extensions of time
☒	Product catalogues
☒	Project timelines and schedules
☒	Provisional Sums Schedule
☒	Rise and fall calculations
☒	Site conditions report
☒	Soil and sedimentation report

☐

- Q19. What is the difference between the Prime Cost Item Schedule and the Provisional Sum Schedule in a contract? Provide an example of each type to help explain your response.

Answer

Prime Costs (PC) Schedule is the amount of money included in the Contract Price to purchase a specific item, but the specific product has not been selected. Eg. The PC Schedule has allowed for \$50 door handles, but the owner at a later stage has selected a \$100 door handle. This additional cost would increase the cost of the Contract Price.

Provisional Sum (PS) Schedule is the amount of money included in the Contract Price to cover work or materials, that the extent could not be specifically detailed when entering into the contract. Eg. The PS Schedule has allowed \$15,000 for site works based upon the supplied geo-technical report. During the works it was discovered that there were large tree trunks located under the surface that had to be removed as part of the works which increased the site works costs to \$20,000. This increase in costs would increase the Contract Price.

☐

Q20. Cost adjustment provisions under a contract address risk by providing mechanisms for adjusting contract payment to reflect changes in costs. What can cost adjustment apply to?

Answer

- Labour and materials
- Currency exchange rates for goods purchased in foreign currency
- Other costs, including duties and taxes or shipping and transport

☐

Q21. True or False (Tick your response): Variations can be requested by both the client and the builder.

Answer

☒	True
☐	False

☐

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

Answer

- Submit the variation in writing to the client.
- Issue an extension of time form.
- Detail the specific reason for the time extension.

In the General Conditions in the contract.



Q22. Name the Fair Trade legislation that applies in your state and identify which persons/bodies it applies to.

Answer

Fair Trading Act 1989

Persons who are supplying goods and services and the consumer.

☐

Q23. Under the National Consumer Credit Code, before entering into a credit contract, what must the credit provider do?

Answer

Provide the consumer with the credit provider's credit guide.

☐

Q24. What does the 'cooling off' period refer to when undertaking domestic building work with a total contract price of \$20,000 or more?

Answer

You may withdraw from the contract within five business days of receiving copies of the signed contract (including any plans and specifications) and the QBCC Consumer Building Guide. You must also advise the contractor in writing.

☐

Q25. What are the maximum deposits recommended for a residential building project?

Answer

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.

☐

Q26. Throughout the building schedule, progress payments are made when each new stage is ready to commence.

Identify the recommended stages and percentages for these progress payments on a typical new residential housing building project.

Answer

Deposit – 5%

Base Stage – 15%

Frame Stage – 20%

Enclosed Stage – 25%

Fixing Stage – 20%

Practical Completion Stage – 15%

☐

- **You have been engaged by a client to construct their residential dwelling for \$550,000. Your client is pressuring you to accept a \$70,000 deposit to get priority on their construction. Should you accept the deposit? Explain your response.**

Answer

No. Maximum deposit for this project (>\$20,000) is 5% or \$27,500.

Liable for fines from QBCC if one was to accept this deposit.

☐

- **Explain the following types of contractual breach and identify the consequences for the contractual arrangement due to each type of breach.**

Answer	Breach	Explanation	☐
	Breach of condition under contract	A condition is the terms or promises of the contract. If a condition is breached, the aggrieved party can elect to discharge the contract and sue for damages	
	Breach of warranty under contract	The warranty is the promise that the supplied services and goods will remain defect free for a nominated period. If a warranty is breached, the aggrieved party cannot elect to terminate or discharge the contract – they may only seek damages.	

Q27. What does repudiation of a contract mean?

Answer	Repudiation is a term used to describe the <i>rejection of a proposal or idea</i> . When a party to a contract is unwilling, or exhibits behaviour which suggests that they are unwilling to perform their contractual obligations, the innocent party has the right to terminate the contract due to repudiation.	☐
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Q28. True or False (Tick your response): In the event of repudiation, the injured party has two options:

6. Continue with the contract
7. Accept the repudiation and move to terminate the contract

Answer	☒	True	☐
	☐	False	

Q29. Why should you exercise caution, even if you are sure that the other party has repudiated the contract?

Answer	If you begin to terminate the contract but you are not entitled to (eg. Incorrectly formed the view that the other parties had repudiated the contract) you may be found to be the one that actually repudiated the contract, and may be liable for costs.	☐
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Q30. What does 'abandonment of contract' mean?

Answer

It can have different meanings;
- One meaning is where the parties have mutually concluded that the original contract is no longer valid.
- Where the contractor either fails to commence, finish or resume works on a project within a reasonable timeframe.

☐

Q31. A contract can be terminated for 'cause' or for 'convenience'. Explain these two terms.

Answer

A termination for cause occurs when one party stops work because of a deficiency in performance by the other party. Because the contract is terminated as a result of a party's own poor performance, the law typically provides the terminated party with little recourse in the event of a termination for cause.

A termination for convenience, occurs when the owner stops work for reasons other than a deficiency in performance by the contractor. Because a termination for convenience is not the result of poor performance, the law may provide the aggrieved contractor with significant rights against the breaching owner

☐

Q32. Yes or No (Tick your response): Referring to Section 25 of Schedule 2 of the *Competition and Consumer Act 2010* (Cth), would a contract be unfair if it contains a term that permits the builder, but not the client, to terminate the contract?

Answer

☒	Yes
☐	No

☐

Q33. If time is not of the essence for contract completion and one party fails to perform on time, the other party may terminate the contract after serving notice – specifying a time for performance on the first party. What are the requirements of a valid notice to complete?

Answer

- What must occur to perform the contract
- A reasonable time in which the contract must be completed
- A statement of the consequences of not performing in accordance with the notice

☐

Q34. True or False (Tick your response): Where the notice given (as per Q33.) is deemed invalid, the innocent party must either serve another notice or prove repudiation by the defaulting party, in order to terminate the contract.

Answer

☒	True
☐	False

☐

Q35. When is the client owner required to pay the final contract payment? How might this be affected by defects and omissions?

Answer

5 days after achieving practical completion.

The building is considered to have reached practical completion when all of the works have been complete except for any defects or omissions that do not prevent the home from being occupied.

☐

Q36. Explain the concept 'conditions for completion at the cost of the contractor'.

Answer

The Contractor must make good defects or omissions in the work under this Contract which become apparent within 6 months of the Date of Practical Completion.

☐

Q37. Describe what must be stated in a 'warranty against defects' about the person who gives the warranty [as per Section 90 of the *Competition and Consumer Regulations 2010* (Cth)].

Answer

- the person's name;
- the person's business address;
- the person's telephone number;
- the person's email address (if any);

☐

Q38. Name one (1) person you should consult if you are considering ousting a contractor from a building site.

Answer

Your Lawyer

☐

Q39. What document should you refer to if you are considering ousting a contractor from a building site?

Answer

Your Contract

☐

Q40. How should you handle a customer complaint?

Answer

1. Deal with the complaint immediately
2. Stay calm
3. Identify the problem
4. Decide what can be done
5. Arrange a second opinion to confirm your view
6. Keep records
7. Fix the problem

☐

Q41. How do you reduce the risk of dispute?

Answer

1. Record all complaints
2. Act promptly
3. Do what you say you're going to do
4. Do not make unrealistic promises

☐

Q42. What is the process for dispute resolution?

Answer

1. Refer to the contract.
2. Get assistance from the QBCC.
3. Seek assistance from QCAT

☐

- **During your build the client has emailed you at 7:00pm to say they have been to the premises and noticed the installed bath in the bathroom is the wrong style.**

You check the contract and the white goods and chattels list selected by the client. You cross check this with the specifications and your materials order and the receivable order sheets. You establish that the bath, as per these details, is correct and there has been no mistake on your part.

Draft a detailed response email to your client alerting them to the pertinent parts of the contract and specification, cross-referencing the details in regard to this item and its installation.

Answer Good Evening Ben



In reference to your email below, I have completed a review all of the contractual documentation including the PC Schedule, FF&E Schedule and delivery dockets (extracts attached) as well as attending site to confirm that the bath that has been supplied and installed is in accordance with these documents.

Whilst the installed bath is correct as far as the contract, it can be changed if you would like. Two things to consider if you wish to change the bath is firstly the delay that this may have on the construction programme and secondly the rework that may need to be done to suit the new bath which may include, below slab plumbing, plumbing re-inspection fees, framing, water proofing, tiling and the cost of the new bath (our suppliers will not offer a credit for a bath that has been installed). Pursuant to the contract these additional costs will be a variation to the contract.

In consideration of the above, if you would like to proceed with changing the bath please send through the details of the new bath and I will prepare a quotation to make these changes as well as the detailing the impact this change will have on our completion date, and will only proceed once we have received your written authorisation.

I trust that this is a mutually beneficial resolution to this issue and look forward to continuing our close working relationship. As always, if you have any further questions please do not hesitate to contact myself.

Regards
Ryan Readdy

Q43. Where would you find any possible penalties associated with a build?

Answer Building Act 2002
QBCC Act 1991
Contract

☐

**Q44. Explain the process for obtaining the final inspection certificate.
Explain how such documentation is to be stored/lodged.**

Answer

- All construction works are complete.
- All Form 15 & 16s and other certification to be collected from all subcontractors along with results of any authority inspections, and submitted to the engaged Building Certifier.
- A Final Inspection by the Building Certifier is completed and passed.
- The Builder Certifier will then issue the Final Inspection Certificate (Form 21)

☐

- **Select and prepare an appropriate standardised contract for the client in the scenario below.**

Mr. and Mrs. Cousins intend to engage your company Resilient Homes Pty Ltd (License 141526) in order to build a new low-rise residential dwelling as their future retirement property. Mid-term of this build the clients intend putting their current home on the real estate market for sale.

Additional details:

The land has been secured and paid for by the Clients.

Proposed contract amount is \$580,000.00 plus \$85,000 for a kidney shaped 9m x 6m in-ground swimming pool, landscaping, gardens and lawns.

Mr. and Mrs. Cousins have finance approval from the Commonwealth Bank for \$390,000.00 and the balance in cash. You have received written assurance from the Clients finance company and bank that their finances for the build are fully secured.

Mr. and Mrs. Cousins want to pay you \$75,000.00 upon signing of the contract to get their build at the top of your priority list.

The residential dwelling will be a low set single skin masonry structure with hip and valley roof using glazed clay tiles, contrast metal fascia and gutters and colour/rendered finish on a 1000m² level block upon which there are three large standing hardwood trees which will need to be fully removed.

The Clients want the largest tree wood chipped and the chipped bark retained on site for the future gardens and landscaping.

Mr. and Mrs. Cousins operate an aluminium window supply company and have advised they will supply all the windows and shower glass for the build.

The dwelling has four bedrooms with built-ins. The master bedroom has ensuite with toilet, spa bath and double shower and walk-in robe and dressing area. There is an office, gourmet kitchen with stone bench tops and butler's pantry, media room, separate open plan dining adjacent to the kitchen plus slate tiled outdoor entertaining area adjacent to the pool, two living areas (formal and informal), two bedrooms share a bathroom with bath, shower, double vanity and toilet and the guest bedroom is ensuited with shower only, toilet and single vanity, there is a powder room (toilet and vanity only), three car garage (one double and one single) and a store/workshop room at the rear of the double bay garage. A slab is to be put down in the back corner of the allotment for a 5m x 3m garden shed.

The council approved building plans have been provided by Mr. and Mrs. Cousins these do not include the garden shed slab.

0. The construction period excluding inclement weather and possible delays is 23 weeks
1. Provisional sums are required for the wet areas, alfresco area and living area tiling. (Only the bedrooms are carpeted).
2. Prime costs are required for the solar hot water system and ducted air conditioning
3. Provide fictitious details for all other sections of the contract.
4. 18 solar panels are to be installed on the roof

Answer



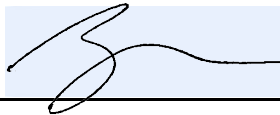
CPCCBC4003A SELECT AND PREPARE A CONSTRUCTION CONTRACT CPCCBC4016A ADMINISTER A CONSTRUCTION CONTRACT

PRACTICAL ASSESSMENT INSTRUCTIONS

8. The following practical assessment will require the Participant to complete work related activities.
9. The Assessor will conduct observations of the Participant's work to determine whether they display sufficient practical skills and knowledge.
10. Please fill in the details below – providing your name, signature and date of assessment.
 1. The Participant's signature acknowledges that the Assessor provided clear instructions and the Participant understood what was required to complete this assessment.
11. The Assessor may substitute a Practical Task with an alternate task of equal value.
 1. Alternate tasks must be fully documented by the assessor in the Assessor Comments area.

Participant name Ryan Readdy

Participant signature



Date 30/10/2019

Assessor name

Assessor signature

Date [Click here to enter a date.](#)

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

ASSESSOR COMMENTS

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

Practical Task 1 (2X)

Description of task:

On two (2) occasions, a suitable observer is to verify the participant's ability to apply contract law to residential and/or commercial construction sales processes.

The participant is to gather evidence of how they have completed each component of the Practical Task, which is to be submitted with this Practical Assessment sheet. Evidence to be submitted may include:

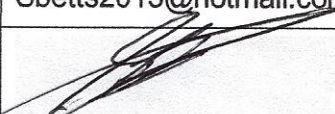
- Copy of a contract issued to sub-contractor for your project with relevant AS code on the front
- Proof of consultation with sub-contractor regarding contract and contract terms, inclusions and omissions (emails)
- Copy of HSE minimum requirements sent as contract condition
- Construction contracts that have been developed, signed off, or contributed to by the candidate
- Proof of correspondence with client regarding construction contract. Redact sensitive information as required.

The assessor is to verify the observer's comments and provide the outcome for the practical task on the front cover of the Practical Assessment.

Resources required:

Two (2) pre-contract agreements; two (2) sales contracts (e.g. QBCC contracts), telephone, facsimile machine, computer.

Assessment of task

Name of participant:	Ryan Readdy		
Name of observer:	Stuart Betts		
Role of observer (Confirm suitability to sign)	Site Manager (Matthews Builders)		
Email address of observer	Sbetts2015@hotmail.com		
Signature of observer:			
Date:	30/10/2019		
When completing the task, did the participant:	Tick if satisfactorily completed. Provide comments if left unticked.		
	1 st Occasion	2 nd Occasion	
1.A. Explain to the client: • Essential terms and elements of a valid contract • Types and purposes of agreements employed with the industry (including sales contracts and pre-contract agreements) • The range of documents that collectively make up a contract (including construction schedules, reports, specifications) • The importance of the contract to sales process • Implications of legislation, regulations and codes of practice (including Australian Consumer Law)	☒	☒	

1.B. Discuss and agree upon clauses of a pre-contract agreement, including payment or deposit.	☒	☒
1.C. Ensure the pre-contract agreement is signed and processed according to organisational requirements.	☒	☒
1.D. Select appropriate contract and seek expert advice in the preparation of the contract, considering: - Contract rise and fall amounts - Schedule of progress payments - Processes for applying of extensions of time	☒	☒
1.E. Break down contract clauses/terms/conditions with the client, including: - Rights, liabilities and potential penalties of parties under the contract - Definitions of building work, common contract terms and procedures, considering – - Practical completion and issuing a final certificate - Defects liability and completion at the cost of the contractor - Effect of ousting the contractor from the building or site - Cooling off periods - Provisional sum and prime cost allowances - Measures to be taken in the event of an anomaly in the rendering of the contract, considering – - Variations - Circumstances that bring about a breach and termination of contract, considering – - Unreasonable/vexatious notice - Abandonment of a contract - Methods for resolving contractual disputes	☒	☒
1.F. Effectively communicated with clients, subcontractors, colleagues and external parties using the following methods: - Verbally using language/concepts appropriate to cultural differences - Non-verbal communication - Using technology (including telephone, facsimile, email) - In writing (including drafting responses to queries about contracts)	☒	☒
The participant's performance was: ☒ Satisfactory ☐ Not Satisfactory		

OBSERVER COMMENTS

Ryan's Company is sub-contracted as our Hydraulic Services contractor for our project in Mt Gravatt. As part of this process Ryan was required to sign a contract with ourselves and negotiate terms/conditions as well as the final contract sum including PC items.

When making progress claims, Ryan is required to submit a Progress Payment Schedule that details percentages of works completed as well as a Variation Schedule. It is my observation that Ryan has a sound knowledge of his Obligations and Legal Requirements of building contracts.

