

Master Builders — PA-H



Preliminary Agreement

Contractor to Owner





Preliminary Agreement

(PA-H) (04/2014.2)

OWNER

Name/s	Jason Paul Jady Young		
Address	32 Nothling Street Moffat Beach QLD 4551		
Phone 1	0430 300612	Phone 2	
Email address			
Facsimile number			

CONTRACTOR

Name	A. Rolley and Sons Pty Ltd		
	(as it appears on the QBCC licence)		
Trading as	A. Rolley and Sons Pty Ltd		
Address	37 Ascot Way Little Mountain QLD 4551		
ABN	59 027 944 938	QBCC licence number	1098669
Phone 1	+61404007974	Phone 2	+61754996811
Email address	admin@arolleyandsons.com.au		
Facsimile number			
Is the Contractor a member of Master Builder Queensland?			☒ Yes ☐ No

SITE ADDRESS

What the Owner intends to have constructed	Extension/Renovation		
Site address	32 Nothling Street Moffat Beach QLD 4551		
Lot no.	298	on RP	RP8430
Local authority	Sunshine Coast Regional Council		
and has engaged the Contractor to carry out certain preliminary tasks prior to the parties entering into a Contract for the Construction Works. The tasks and conditions are set out in the Schedule.			



ITEM 1 - CONTRACTOR

The Contractor shall

- ☐ have the site surveyed
- ☒ obtain the foundations data e.g. soil test/contour plan
- ☐ have drawings and specifications prepared
- ☒ prepare an appropriate footings design for the site and if appropriate a concrete slab design based upon the foundations data
- ☒ make an application to the relevant Local Authority or Private Certifier for approval of the building work shown on the drawings and described in the specifications
- ☐ make application for approval to any other Authorities from which it may be necessary to obtain approvals
- ☒ pay all fees necessary to obtain such approvals
- ☒ prepare a tender to carry out the work shown on the original drawings and described in the specifications
- ☐ alter and amend such drawings and specifications as required by the Owner

Additional tasks

Additional tasks may be charged at cost as an adjustment to the Contractor's fee set out in Item 3 of the Schedule and as per Clause 7 of the Conditions.

Other additional tasks

ITEM 2 - OWNER

The Owner shall take all necessary steps to obtain loan approval from a financial institution

For an amount not less than

ITEM 3 - CONTRACTOR'S FEE

In consideration of the Contractor performing the tasks, the Owner agrees to pay the Contractor's fee as set out in the following

On the signing of this agreement	\$3,370.00
and/or	
Upon the completion of the nominated tasks	



CONDITIONS TO AGREEMENT

1. If the Contractor's tasks include the submission of any plans or specifications to the Local Authority or Private Certifier, or any other Authority for approval and such approval is refused or otherwise not granted within sixty (60) days of the date hereof, the Contractor shall notify the Owner of such failure or refusal and either party shall then be entitled to cancel the Agreement by notice in writing to the other party.
2. In the event that the Owner is unable to obtain loan approval, if applicable, the Owner shall immediately notify the Contractor to that effect. The Owner may then cancel this Agreement by notice in writing to the Contractor, provided that such notice is accompanied by written evidence acceptable to the Contractor of the Owner's attempted compliance with Item 2. On receipt of notice that the Owner has been unable to obtain loan approval, the Contractor may at his option, cancel this Agreement by notice in writing to the Owner.
3. In the event this Agreement is cancelled in accordance with either Condition 1 or 2 or in the event the Owner refuses or declines to enter into a Contract with the Contractor for the construction of the work as documented pursuant to this Agreement then the Owner agrees the Contractor shall be entitled to retain or be paid the sum referred to in Item 3. If at the time of cancellation the Contractor's costs and outlays for carrying out the Tasks are less than the amount referred to in Item 3 the Contractor will either refund the difference between the two amounts to the Owner or will accept the lesser amount as full and final payment, whichever is applicable.
4. The Owner hereby expressly warrants and agrees that the Contractor has unlimited right to use, reproduce or otherwise deal with any drawings, specifications or other documents supplied to the Contractor in connection with the building works. The Owner hereby indemnifies the Contractor against all claims, losses and actions whatsoever which arise in connection with the use by the Contractor of the said drawings, specifications or other documents.
5. In the event the Contractor prepares the said drawings and specifications and either party cancels this Agreement as provided for in Conditions 1 or 2, or the Owner fails or refuses to enter into a contract with the Contractor for the actual construction of the works it is hereby agreed that:
 - a. All drawings and specifications so prepared shall become and remain the sole property of the Contractor.
 - b. The Owner shall not use, reproduce or otherwise deal with the said drawings and specifications unless the Owner has paid to the Contractor a further sum representing the reasonable cost for the use of such drawings and specifications. It is further agreed that the Owner's right to use such drawings and specifications shall be confined to only the purpose for which they were prepared and the Owner shall not be entitled to make use of the documents for any other purpose.
 - c. The Contractor shall supply to the Owner copies of the Survey Plan and Foundations data e.g. soil test.
6. By agreement between the parties, a dispute in connection with this Agreement may be referred to the Master Builders Queensland (MBQ) for a without prejudice conference at any time, provided that one of the parties is a member of the MBQ. If conciliation in accordance with this condition is unsuccessful, then the dispute may be referred to the Queensland Civil and Administrative Tribunal (QCAT) for resolution.
7. The Contractor's fees may be adjusted for any additional tasks when confirmed in writing between the parties.

SPECIAL CONDITIONS

#	Special Conditions
SC1	This Preliminary Agreement is for the Relaxation portion of the approval only. Full Building approval will be included in the Fixed price contract once a quote has been provided and agreed upon.



AGREEMENT

The Contractor and the Owner agree that the Contractor is to carry out and complete the Tasks and the Owner is to pay the Fee, as adjusted under the Agreement, to the Contractor in accordance with Item 3 and Conditions of this Agreement.

SIGNED - CONTRACTOR

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

Signature

DocuSigned by:
Laura Snow
48B6A186A6924FB...

Printed name

LAURA SNOW

Date

7/4/2021 | 11:46 AEST

SIGNED - OWNER

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

Signature 1

DocuSigned by:
Jason Paul
839091F180954DE...

Printed name

JASON PAUL

Date

8/4/2021 | 18:24 AEST

Signature 2

DocuSigned by:
Jady Young
DE84D177BA8343A...

Printed name

JADY YOUNG

Date

8/4/2021 | 18:21 AEST

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