



QUEENSLAND BUILDING AND
CONSTRUCTION COMMISSION

QBCC NEW HOME CONSTRUCTION CONTRACT

THIS DOCUMENT CONTAINS:

- Schedule for QBCC New Home Construction Contract
- Prime Cost Items Schedule
- Provisional Sums Schedule
- Form 1 - *Commencement Notice*
- Form 2 - *Extension of Time Claim and Owner's Response to Claim*
- Form 3 - *Progress Claim*
- Form 4 - *Notice of Dispute of Progress Claim*
- Form 5 - *Variation Document*
- Form 6 - *Defects Document*
- Form 7 - *Certificate of Practical Completion*

These forms are produced on 'No Carbon Required' (NCR) paper.
(Fold this cover under the triplicate copy when filling out forms)

When each form or Schedule is completed, the Contractor is to retain the original document and give 2 copies to the Owner. Extra copies of forms and Schedules may be downloaded from QBCC's website.

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 April 2018.

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

The Owner

Owner's name/s: J. & J. SMITH
Address: 23 FAKE ST
BRISBANE Post Code: 4000
Business Phone: _____ Home Phone: _____ Fax: _____
Mobile Phone: 0400 000 000 Email: JANDJ@BIGPOND.COM.AU

Owner has checked the Contractor's licence and history via QBCC's Online Licence Search: ☐ Yes ☐ No

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): EP DEEESIGNS.
Licence Number: 123 456 ABN No: 6029 169 468

Contractor confirms: My licence is current, active and appropriate for this work: ☐ Yes ☐ No

Address: 123 FAKE ST
BRISBANE Postcode: 4000
Business Phone: 5455 5555 Home Phone: _____ Fax: _____
Mobile Phone: 0438 555 555 Email: ep@epdesigns.com.au

Contractor's Authorised Representative (if any): _____

Business Phone: _____ Home Phone: _____ Fax: _____
Mobile Phone: _____ Email: _____

Item	Subject	Notes	Particulars
1	CONTRACT PRICE Condition 4. WARNING: The Contract Price may increase or decrease 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: <u>\$200,000.00</u> (incl. GST) (includes deposit in Item 2) (b) Prime Cost Items (if any): <u>\$9441.05</u> (incl. GST) (c) Provisional Sums (if any): <u>\$2117.50</u> (incl. GST) CONTRACT PRICE = <u>\$211,561.55</u> (incl. GST) (a) + (b) + (c)

Item	Subject	Notes	Particulars
2	DEPOSIT Condition 19	The deposit must not exceed 5% of the Contract Price if Contract Price is \$20,000 or more.	Amount of deposit: \$ <u>10,578.07</u> (incl. GST)
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.../.../...	<u>5 Bedroom single story home w/ DLWC + media room. Colorbond roof.</u>
4	SITE Condition 13		Site Address: <u>23 FAKE ST</u> <u>BRISBANE 4000</u> Real Property Description: Lot No: <u>23</u> Plan Type (e.g. RP/SP/BUP): <u>RP</u> Plan No: <u>61321</u> Local Authority: <u>BRISBANE CC</u>
5	STARTING DATE Conditions 1, 10 & 17	NOTE: The Contractor must ensure that the work under this Contract starts by the Starting Date. The Starting Date is the latest of: - the following agreed date <u>20 / 5 / 15</u> ; 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 (excluding delays allowed in 'B') Business days needed to construct the Works = <u>45</u> PLUS B. Allowances for likely delays: (i) Inclement weather allowance (business days) = <u>10</u> (ii) Other likely delays, if any (business days) = <u>10</u> Details of delay <u>POSSIBLE LATENT CONDITIONS</u> (iii) Non-working days (incl. weekends, public holidays, etc.) = <u>10</u> Total delay days allowed: (i) + (ii) + (iii) = <u>30</u> COMPLETION PERIOD: Construction Days (Item 6A) PLUS Total delay days allowed above (Item 6B) = <u>75</u> (This total represents the number of days between the Starting Date and the Date for Practical Completion)

Item	Subject	Notes	Particulars
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 75 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 <u>not</u> 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 to date (including the deposit) is proportionate to the progress of the contracted work at the Site. PROGRESS PAYMENT STAGES (all prices incl. GST): Base Stage (excl. 5% deposit) - 15% \$ <u>31,734.23</u> Frame Stage - 20% \$ <u>42,312.31</u> Enclosed Stage - 25% \$ <u>52,890.38</u> Fixing Stage - 20% \$ <u>42,312.31</u> Practical Completion Stage - 15% \$ <u>31,734.23</u> 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 <u>not</u> involve the Stages set out in Option A above, or the payment percentages are not appropriate for the work.	ALTERNATIVE PROGRESS PAYMENT STAGES (incl. GST) *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 cover under the Queensland Home Warranty Scheme may be reduced if you make payments greater than, or prior to, what the Contract requires.	

Item	Subject	Notes	Particulars
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.	<u>\$10,578.07.</u>
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.	<u>\$500.00</u> 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	The rate must not exceed the sum of 10% per year plus the annual rate, as published from time to time by the Reserve Bank of Australia, for 90 day bills.	<u>10</u> % per annum
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: <u>NAB</u> Amount of Loan: <u>\$200,983.78</u> Finance Date: <u>16</u> / <u>15</u> / <u>15</u> (day) (month) (year) NOTE: If no date stated, Finance Date is 10 business days from date of this Contract.
13	PARTY RESPONSIBLE FOR OBTAINING BUILDING APPROVAL Conditions 9 & 10		<u>CONTRACTOR</u> (State whether the responsible party is Owner or Contractor – if nothing stated, the Contractor shall be responsible)
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.	<u>OWNER</u> (State whether the responsible party is Owner or Contractor)

Item	Subject	Notes	Particulars
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: Contractor ☒ Owner ☐ on <u>15/5/15</u> N/A ☐ (b) SPECIFICATIONS (dated and attached) supplied by: Contractor ☒ Owner ☐ on <u>15/5/15</u> N/A ☐ (c) PRIME COST ITEMS / PROVISIONAL SUMS Are Prime Cost Items included? YES ☒ NO ☐ Are Provisional Sums included? YES ☒ NO ☐ 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 ☐ Owner ☒ on <u>15/5/15</u> N/A ☐ 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: (a) the QBCC Consumer Building Guide before the Owner signs the Contract; and (b) 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: <u>[Signature]</u> Owner 2 (if any): <u>[Signature]</u> In the presence of: <u>[Signature]</u> (signature of witness) Signed by the Contractor: In the presence of: <u>[Signature]</u> (signature of witness) Dated this: <u>15</u> day of <u>MAY</u> 20<u>15</u>

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 the day after you receive **both** a signed copy of this Contract and the QBCC 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 (if relevant) and Forms 1 - 7 (if used), all dated April 2018;
- ☐ General Conditions of New Home Construction Contract dated April 2018, and
- ☐ Plans, specifications and any other contract documents described in Item 15 of this Contract Schedule.

PRIME COST ITEMS SCHEDULE

(Conditions 4&19 of the General Conditions of QBCC New Home Construction Contract)

Description of Item to be supplied under the PC Item allowance.	Contractor's best estimate of price, and breakdown of estimate.		PLUS Contractor's margin (state \$ amount or % to be added)	Total for Prime Cost Item (incl. margin & GST)
	No. of items or quantity of materials	Cost per unit and Item total (excl. GST)		
Example: Floor tiles for kitchen	50m ²	@\$30/m ² = \$1,500 excl. GST	+ 10% margin = \$1,500 + \$150 = \$1,650 excl. GST	\$1,650 + 10% GST = \$1,815
TILES TO HOME INTERNAL	120 m ²	45 m ² = \$5400.00	\$570.00 = \$5940.00	= \$6,534.00
TILES TO HOME EXTERNAL	30 m ²	45 m ² = \$1,350.00	\$135.00 = \$1,485.00	= \$1,633.50
POBBLES TO EXTERNAL AREA	3 m ³	\$110 per m ³ = \$330.00	\$33.00 = \$363.00	= \$399.30
WET AREA TILES	20 m ²	\$30.00 = \$600.00	\$60.00 = \$660.00	= \$726.00
WET ARE WALL TILES/SPLASHBACKS	5 m ²	\$25 = \$125.00	\$12.50 = \$137.50	= \$151.25
TOTAL:				\$ 9,444.05 (incl. GST)

(Transfer total to Item 1(b) of Contract Schedule)

Signed by the Owner/Owner's Representative

DATED: 15 / 5 / 15
(day) (month) (year)

Signed by the Contractor/Contractor's Representative

DATED: 15 5 15
(day) (month) (year)

NOTE TO OWNER/S AND CONTRACTOR

These allowances should be kept to a minimum to reduce uncertainty about the final Contract Price.

When this Schedule is completed, Contractor to retain original and give 2 legible copies to Owner.

PROVISIONAL SUMS SCHEDULE

(Conditions 4&19 of the General Conditions of QBCC New Home Construction Contract)

Description of contracted service covered by the Provisional Sum	Contractor's best estimate of cost of providing the contracted service <u>excl. GST</u> . Include the estimated quantity and unit cost of materials (if any) and labour, and any other related costs (e.g. equipment hire).	PLUS Contractor's margin (state \$ amount or % to be added)	Total for Provisional Sum <u>(incl. Contractor's margin & GST)</u>
Example: Rock removal from Site	Excavator hire 5 hrs @ \$160/hr = \$800 Float hire = \$400 Tip fees = \$200 TOTAL: = \$1,400	+ 10% margin = \$1,400 + \$140 = \$1,540 excl. GST	\$1540 + 10% GST = \$1,694
protection of existing trees	8x \$100.00 inc maintenance = \$800.00	\$30.00 = \$880.00	= \$968.00
Import/Export fill for soft spots	10 loads @ \$75.00 per load = \$750.00	\$95.00 = \$1095.00	= \$1,149.50
TOTAL:			\$ 2,117.50 <i>(incl. GST)</i>

(Transfer total to Item 1(c) of Contract Schedule)

Signed by the Owner/Owner's Representative

DATED: 15/5/15
(day) (month) (year)

Signed by the Contractor/Contractor's Representative

DATED: 15/5/15
(day) (month) (year)

NOTE TO OWNER/S AND CONTRACTOR

These allowances should be kept to a minimum to reduce uncertainty about the final Contract Price.

When this Schedule is completed, Contractor to retain original and give 2 legible copies to Owner.