



# CONTRACT FOR DEMOLITION OF RESIDENTIAL PREMISES

*This contract has been developed specifically to assist homeowners and demolition contractors to record their agreement regarding the demolition of a home (e.g. following a natural disaster such as a flood or cyclone).*

**WARNING:** *This contract is not appropriate for construction work - its use for domestic construction costing more than \$3,300 is illegal.*

**NOVEMBER 2013**

**NOTE:** This contract is intended for demolition of a home - its use for domestic construction costing more than \$3,300 is illegal.

## CONTRACT BETWEEN

### THE CONTRACTOR

Contractor's name: \_\_\_\_\_

ABN: \_\_\_\_\_ \*Demolition certificate number : \_\_\_\_\_

\*Asbestos removal certificate number (if applicable): \_\_\_\_\_

Address: \_\_\_\_\_ Postcode: \_\_\_\_\_

Business phone: \_\_\_\_\_ Mobile phone: \_\_\_\_\_

Email: \_\_\_\_\_

**\*Note to Owner:** Details regarding these certificates are available from Workplace Health and Safety Queensland at their website [www.deir.qld.gov.au/workplace/](http://www.deir.qld.gov.au/workplace/) or phone 1300 369 915.

AND

### THE OWNER

Owner's name/s: \_\_\_\_\_

Address: \_\_\_\_\_ Postcode: \_\_\_\_\_

Mobile phone: \_\_\_\_\_ Home phone: \_\_\_\_\_

Email: \_\_\_\_\_

### FULL SITE ADDRESS OF BUILDING WORK

Unit no: \_\_\_\_\_ Street no: \_\_\_\_\_ Street: \_\_\_\_\_

Suburb/town: \_\_\_\_\_ Postcode: \_\_\_\_\_ Local govt: \_\_\_\_\_

### REAL PROPERTY DESCRIPTION

Lot no: \_\_\_\_\_ Plan type (e.g. RP/SP/BUP/GTP): \_\_\_\_\_ Plan no: \_\_\_\_\_

### DESCRIPTION OF WORK (refer to and attach any drawings and specifications)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

### DATES AND PAYMENT

#Date for Commencement - on/by: \_\_\_\_\_ #Date for Completion - on/by: \_\_\_\_\_

Agreement dated this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Total Price: \$ \_\_\_\_\_ \*Deposit (payable on signing): \$ \_\_\_\_\_

\*Final Payment (payable on completion): \$ \_\_\_\_\_

**# Note to Contractor:** Commencement and completion dates stated above must take into account factors reasonably likely to delay the Contract Work (e.g. weather, approvals, etc.).

**\* Note to Owner:** The QBCC recommends that the Deposit does not exceed 10% of the Total Price. The Final Payment should not be paid until all of the Contract Work has been satisfactorily completed and inspected.

Signed by the  
Owner/s: \_\_\_\_\_

Signed by the  
Contractor: \_\_\_\_\_

# GENERAL CONDITIONS

## 1. PERFORMANCE AND PAYMENT

The Contractor shall perform the **Contract Work** in compliance with this Contract and with all applicable laws and legal requirements, and in the manner and to the standard to be expected of a reasonably competent Contractor.

The Owner shall pay the Contractor the Total Price in accordance with this Contract.

## 2. VARIATIONS

This Contract may be varied by changes to the **Contract Work** (including additions, omissions or replacements) when:

- The party requiring the variation gives the other party a written notice describing the variation
- The Contractor provides a written estimate of the value of the variation and when the payment or credit is to be made
- The variation notice is signed by both parties.

## 3. WORKPLACE HEALTH AND SAFETY

The Contractor shall comply with all applicable requirements of the *Work Health and Safety Act 2011*.

## 4. APPROVALS

The Contractor shall obtain all permissions, consents or approvals required in connection with the **Contract Work**.

## 5. ACCESS

The Owner shall give the Contractor reasonable access as necessary to enable performance of this Contract.

## 6. CARE OF THE WORK

The Contractor shall be responsible for the care of the **Contract Work** until completion and shall promptly make good loss or damage to the **Contract Work** caused by an act, neglect or default of the Contractor or the Contractor's employees, agents or sub-contractors.

## 7. THE CONTRACTOR'S INDEMNITY IN FAVOUR OF THE OWNER

The Contractor shall indemnify the Owner against any liability for loss, damage, injury or death arising out of the work under this Contract except where such loss, damage, injury or death is caused by an act or omission of the Owner.

## 8. CONTRACTOR TO EFFECT INSURANCES

The Contractor shall effect and maintain during this Contract and provide evidence to the Owner of the following insurances:

- All insurances required to comply with the *Workers'*

*Compensation and Rehabilitation Act 2003*

- Public Liability Insurance with a reputable and financially sound insurer upon usual and reasonable terms.

## 9. DISPOSAL FEES

The Contractor shall be responsible for, and include in the Total Price, any disposal fees (including rubbish tip fees) associated with the removal and disposal of any debris, asbestos or other toxic material building materials or other such items from the site.

## 10. COMPLIANCE WITH LEGISLATION

The Contractor shall be responsible for ensuring that the **Contract Work** is performed in compliance with all applicable legislation, including, but not limited to, Environmental Protection legislation and the laws and by-laws of the relevant Local Authority.

## 11. IDENTIFICATION OF SITE

The Contractor shall be responsible for identifying the site on which the **Contract Work** will be performed. The Owner shall provide the Contractor with proof of their title to the site.

## 12. TERMINATION

Either party may terminate this Contract for fundamental breach or insolvency by written notice to the other party.

## 13. DEFINITIONS

In this Contract, unless the context otherwise requires, expressions used have the meaning so defined or explained below:

- “**Contract Work**” means all the work and supply of materials necessary to perform this Contract in accordance with its terms
- “**Date for Commencement**” means the date specified in this agreement when the Contract Work is to be commenced
- “**Date for Completion**” means the date specified in this agreement when the Contract Work is to be completed
- “**Date of Completion**” means the date the Contract Work is actually completed.

## 14. DISPUTE RESOLUTION

Any dispute between the Owner and the Contractor arising under or in connection with this Contract may be referred to the Queensland Civil and Administrative Tribunal (QCAT) or an appropriate court, or (by mutual consent) a mediation service.



For more information: call us on 1300 272 272 or visit our website at [www.qbcc.qld.gov.au](http://www.qbcc.qld.gov.au)