



# QBCC SMALL BUILDING PROJECTS CONTRACT

(FOR DOMESTIC BUILDING PROJECTS NOT EXCEEDING \$3,300)

**NOTE: This contract is strictly for domestic building work with a contract price of \$3,300 or less (including labour, all materials and GST). Although Queensland building legislation does not regulate contracts priced at \$3,300 or less, this brief contract is provided to help homeowners and contractors to accurately record their agreement.**

- Domestic building contracts priced at more than \$3,300 must comply with the contract requirements in Schedule 1B of the *Queensland Building and Construction Commission Act 1997* (the 'QBCC Act') - this contract does **not** comply with these requirements.
- For the construction of an entire home, the **QBCC New Home Construction Contract** is recommended. For the renovation, extension, improvement and routine repair of a home, or associated work, QBCC recommends the **QBCC Level 1 or Level 2 Renovation, Extension & Repair Contract** (depending on the contract price). For repairs priced at more than \$3,300 which arise from a natural disaster (e.g. fire, flood, cyclone, etc.), the **QBCC Natural Disaster Repairs Contract** should be used.

#### **WARNING FOR CONTRACTOR**

You must give the homeowner a copy of the General Conditions when, or before, they sign the enclosed Schedule.

# SMALL BUILDING PROJECTS CONTRACT

**NOTE: This contract is strictly for domestic building work priced at \$3,300 or less** (including labour, all materials and GST). **Contracts priced at more than \$3,300 must comply with the requirements of Schedule 1B of the QBCC Act (this contract does not comply with these requirements).** Refer to the QBCC website for building information and to download other free contracts appropriate for larger building projects.

**NOTE: This Schedule must be read in conjunction with the General Conditions also dated February 2016.**

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## CONTRACT BETWEEN

### The Contractor

Contractor's name (as shown on licence card): \_\_\_\_\_

Licence Number: \_\_\_\_\_ ABN: \_\_\_\_\_

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

Business Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_ Email: \_\_\_\_\_

## AND

### The Owner

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

Address: \_\_\_\_\_ Post Code: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_ Email: \_\_\_\_\_

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### Full site address of building

Unit No: \_\_\_\_\_ Street No: \_\_\_\_\_ Street: \_\_\_\_\_

Suburb/town: \_\_\_\_\_ Post Code: \_\_\_\_\_ Local Govt: \_\_\_\_\_

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### Description of work (attach and refer to any drawings and specifications)

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

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### Dates and payment

Date for Commencement (on or before): \_\_\_\_/\_\_\_\_/\_\_\_\_ Date for Completion: \_\_\_\_/\_\_\_\_/\_\_\_\_  
(day) (month) (year) (day) (month) (year)

**TOTAL PRICE: \$** \_\_\_\_\_

**Deposit: \$** \_\_\_\_\_

Progress payment (if any): \$ \_\_\_\_\_ due at (describe stage): \_\_\_\_\_

Final payment: \$ \_\_\_\_\_

**NOTE: All prices and payments include GST.**

\*The QBCC recommends that the deposit does not exceed 20% and that any subsequent progress payments are proportionate to, and not in advance of, progress of the work completed on site.

**SIGNED:** \_\_\_\_\_  
(Owner/s or Owner's Representative to sign)

**SIGNED:** \_\_\_\_\_  
(Contractor or Contractor's Representative to sign)

**DATED:** \_\_\_\_/\_\_\_\_/\_\_\_\_  
(day) (month) (year)

**DATED:** \_\_\_\_/\_\_\_\_/\_\_\_\_  
(day) (month) (year)

**NOTE: If variations increase the total contract price beyond \$3,300, the Contractor may be required to take out Queensland Home Warranty insurance with QBCC.**

## 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 so that the **Contract Work** is completed by the **Date for Completion**.

The Contractor warrants that all drawings and specifications provided to the Owner by the Contractor have been or will be prepared with reasonable skill and care but the Contractor does not give any such warranty in respect of drawings and specifications provided by or on behalf of the Owner.

The Contractor shall perform the **Contract Work**:

- in the manner and to the standard to be expected of a reasonably competent Contractor; and
- using materials which comply with this Contract and which are of good quality, fit for the purpose for which they are used and which are new, unless this Contract expressly provides otherwise.

The Contractor shall, unless this Contract expressly provides otherwise, supply at the Contractor's cost and expense, everything necessary for the performance of the **Contract Work**. 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 notice describing the variation; and
- the Contractor provides a written estimate of the value of the variation and the time required to implement it, and when the payment or credit is to be made; and
- 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

Unless otherwise agreed, the Contractor shall obtain all permissions, consents or approvals required for the **Contract Work**.

### 5. Access

The Owner shall give the Contractor 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 the **Date of Completion** and shall promptly make good any loss or damage to the **Contract Work** or the Owner's property caused by any act, neglect or default of the Contractor or the Contractor's employees, agents or sub-contractors.

### 7. 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 the performance of this Contract and, if requested, provide evidence of the following current insurances:

- all insurances required to comply with the *Workers' Compensation and Rehabilitation Act 2003*; and
- Contract Works and Public Liability Insurances with a reputable and financially sound insurer, upon usual and reasonable terms.

### 9. Owner to effect insurances

If the **Contract Work** comprises alteration, addition to, or repair of an existing structure, the Owner shall effect and maintain during this Contract, House and Contents Insurance upon usual and reasonable terms for the existing structure and contents. Proof of such insurance shall be provided if requested by the Contractor.

### 10. Defects after completion

The Contractor shall, without cost to the Owner, make good any defects or omissions in the **Contract Work** which become apparent within six months of the **Date of Completion**.

If there are any such defects or omissions, the Owner shall, as soon as possible and within that six month period, give the Contractor written notice to make good such defects or omissions and shall give the Contractor reasonable access for that purpose. The Contractor shall make good such defects or omissions within 28 days of receiving the Owner's notification.

This clause shall not exclude the Contractor from any liability otherwise arising pursuant to this Contract or under the *Queensland Building and Construction Commission Act 1991*.

### 11. Termination

This Contract may be terminated by agreement between the parties in writing.

### 12. Definitions

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

- "**Contract Work**" means all the work and supply of materials, equipment and services necessary to perform this Contract in accordance with its terms;
- "**Date for Commencement**" means the date specified in this agreement on or before which 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; and
- "**Date of Completion**" means the date the Contract Work is actually completed.

### 13. Dispute resolution

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