

Accelerated Builder / Consumer Dispute Framework Policy

Purpose

This policy provides guidance as to the application of the Accelerated Builder / Consumer Dispute Framework (“the Framework”). The Framework’s intent is to provide a free mediation service to parties to a residential building contract impacted by construction industry labour and building material shortages.

This Framework is administered in partnership by the Queensland Building and Construction Commission (“QBCC”) and the Department of Energy and Public Works (“DEPW”).

Definitions

For the purpose of this Framework, the following terms are as defined below.

Defined shortage – A building industry materials or labour shortage impacting the completion of a Domestic Building Contract, of which one or all of the Impacted Parties can clearly articulate and evidence.

Domestic building contract – As defined under Schedule 1B, Part 4 of the *Queensland Building and Construction Commission Act 1991* (Qld) (“the QBCC Act”).

Domestic building work – As defined under Schedule 1B, Part 4 of the QBCC Act.

Eligible domestic building contract – A Domestic Building Contract in respect of only:

- the erection or construction of a detached dwelling; or
- the renovation, alteration, extension, improvement or repair of a home where the contract price is \$150,000 or more.

Evidence of defined shortage – Physical evidence (e.g. documents, emails, recordings) clearly showing a delay in respect of, or increase in the cost of, labour or building industry materials which can be directly linked to delivery of the work under the Eligible Domestic Building Contract between the Impacted Parties.

Impacted party / parties (“party / parties”) – QBCC licensees and/or the property owner or the authorised representative for the body corporate who are engaged in an Eligible Domestic Building Contract which is being impacted by a Defined Shortage. Note that a party may choose to be represented by an authorised representative.

Nominated mediator – A suitably qualified mediator as appointed by the QBCC under a Mediator Preferred Supplier Panel.

Parameters

Subject to the terms set out in this document, a party is eligible to access free dispute mediation services provided under the Framework if they meet the following criteria:

- The person is an Impacted Party in respect of an Eligible Domestic Building Contract; and

- Work has commenced under the Eligible Domestic Building Contract and has not been completed; and
- The person is involved in a dispute under the Eligible Domestic Building Contract which has arisen as a result of a Defined Shortage; and
- The person has attempted to resolve the dispute prior to applying for assistance under the Framework. Where the person is a QBCC licensee, the person must have requested an extension of time in relation to the Eligible Domestic Building Contract which has not been agreed to by the property owner, and have a record of the attempted resolution of the dispute.

The QBCC has discretion to decline assistance under the Framework in circumstances where:

- An Impacted Party has accessed two (2) or more mediation services under the Framework; or
- The QBCC licensee is in financial categories 4, 5, 6 or 7 within the meaning of the *Queensland Building and Construction Commission (Minimum Financial Requirements) Regulation 2018* (i.e. with an annual turnover greater than \$30M); or
- Funding for mediation under the Framework has reached capacity.

The QBCC and/or the Nominated Mediator have discretion to decline assistance under the Framework in circumstances where:

- The dispute is, or becomes during mediation, about matters other than a Defined Shortage; or
- It is considered that there is a low likelihood of success of mediation; or
- Impacted parties cannot clearly articulate and/or evidence the Defined Shortage and/or prior attempted resolution of the dispute; or
- There are orders in place (e.g. peace and good behaviour order) which prevents contact between the parties, or it is determined that mediation may place either party or the mediator at risk of harm or abuse.

The QBCC and/or DEPW have the discretion to cease accepting applications for mediation at any time, in circumstances where:

- The budget allocated to the Framework has been exhausted; or
- On review of the Framework, it is determined that there is no benefit or need for the Framework; or
- Twelve months since the Framework commenced (1 July 2021) has elapsed.

Any mediation arranged through the Framework will be free of charge to the parties to the Eligible Domestic Building Contract, and will be for up to 4 hours. The QBCC and DEPW will equally share the cost of any mediation that takes place pursuant to the Framework.

The QBCC and/or DEPW retain the right to amend or change the terms of the Framework at any time.

The QBCC and DEPW will monitor uptake under this Framework, with the Framework being reviewed at the 90 day mark to understand the need for, including cost profile, and longevity of the service.

Voluntary Process

The participation of Impacted Parties is voluntary and despite the eligibility of the person applying, if the other Impacted Party does not agree to attend mediation, the QBCC will not progress the matter further in relation to mediation of a dispute concerning a Defined Shortage.

The QBCC / Nominated Mediator / DEPW cannot impose any decision on any Impacted Party as part of the Framework nor is it not the Nominated Mediator's role to make a finding or provide advice in relation to the obligations of any of the parties to the Eligible Domestic Building Contract.

Privacy Policy

Information provided to the QBCC under the Framework will be shared with the Nominated Mediator for the purpose of providing dispute mediation services. By applying and/or participating in the mediation, each Impacted Party consents to information as to whether a mediation was held and, if held, whether an outcome was reached being shared to the QBCC and DEPW. This does not include the specific details of any outcome.

For more information about how the QBCC manages personal information please refer to the QBCC Privacy Policy on the QBCC website at qbcc.qld.gov.au