

# 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 July 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: \_\_\_\_\_

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

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

Business Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

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): \_\_\_\_\_

Licence Number: \_\_\_\_\_ ABN No: \_\_\_\_\_

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

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

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

Business Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

**Contractor's Authorised Representative** (if any): \_\_\_\_\_

Business Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Item	Subject	Notes	Particulars
1	<b>CONTRACT PRICE</b> Condition 4.  <b>WARNING:</b> 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.	<b>(a) Fixed Price Component:</b> \$ _____ (incl. GST) (includes deposit in Item 2) <b>(b) Prime Cost Items (if any):</b> \$ _____ (incl. GST) <b>(c) Provisional Sums (if any):</b> \$ _____ (incl. GST) <b>CONTRACT PRICE = \$ _____ (incl. GST)</b> (a) + (b) + (c)

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2	<b>DEPOSIT</b> Condition 19	<b>The deposit must not exceed 5%</b> of the Contract Price if Contract Price is \$20,000 or more.	Amount of deposit: \$ _____ (incl. GST)
3	<b>BRIEF DESCRIPTION OF THE WORKS</b>	Insert a brief description of the contracted work and <b>attach and refer to plans and specifications</b> e.g. <i>construction of new home as per attached plans dated.../.../... &amp; specifications dated.../.../...</i>	_____ _____ _____
4	<b>SITE</b> Condition 13		<b>Site Address:</b> _____  <b>Real Property Description:</b>  Lot No: _____  Plan Type (e.g. RP/SP/BUP): _____  Plan No: _____  Local Authority: _____
5	<b>STARTING DATE</b> Conditions 1, 10 & 17	<b>NOTE:</b> The Contractor must ensure that the work under this Contract starts by the Starting Date. The Starting Date is the <b>latest</b> of: <ul style="list-style-type: none"> <li>the following agreed date _____ / _____ / _____ ; or</li> <li>10 business days after the issue of approved plans by the Assessing Certifier; or</li> <li>10 business days after the Owner has satisfied its financial obligations under Condition 5.1.</li> </ul>	
6	<b>COMPLETION PERIOD</b> (including Construction Days and allowances for likely delays) Conditions 22, 23 & 28	<b>NOTE TO CONTRACTOR:</b> 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.  <b>NOTE TO OWNER:</b> 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.	<b>A. Construction Days</b> (excluding delays allowed in 'B') Business days needed to construct the Works = <u>    A    </u>  <b>PLUS</b> <b>B. Allowances for likely delays:</b> (i) Inclement weather allowance (business days) = _____ (ii) Other likely delays, if any (business days) = _____ Details of delay _____ _____ (iii) Non-working days (incl. weekends, public holidays, etc.) = _____ <b>Total delay days allowed: (i) + (ii) + (iii) = <u>    B    </u></b>  <b>COMPLETION PERIOD:</b> Construction Days (Item 6A) <b>PLUS</b> Total delay days allowed above (Item 6B) = <u>    A + B    </u>  (This total represents the number of days between the Starting Date and the Date for Practical Completion)

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7	<b>DATE FOR PRACTICAL COMPLETION</b> Conditions 22, 23 & 28	<b>NOTE TO CONTRACTOR:</b> Complete only one of the options in the 'Particulars' column (i.e. date or number of days) and delete the other.	Date: _____ / _____ / _____  <b>OR</b> <b>Completion Period</b> of _____ 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 <b>earlier</b> .
<b>PROGRESS PAYMENTS (Choose Option A or Option B below)</b>			
8A	<b>OPTION A:</b>  <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	<b>NOTE TO CONTRACTOR:</b> <b>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</b> (e.g. if the payments in Option A would amount to payment in advance of work progress on Site), <b>you should use Option B below.</b>	<b>WARNING FOR CONTRACTOR:</b> 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). <b>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.</b>  <b>PROGRESS PAYMENT STAGES (all prices incl. GST):</b>  Base Stage (excl. 5% deposit) - 15% \$ _____  Frame Stage - 20% \$ _____  Enclosed Stage - 25% \$ _____  Fixing Stage - 20% \$ _____  Practical Completion Stage - 15% \$ _____  <b>NOTE:</b> The total of Stage payments in Option A or B plus the deposit must equal Contract Price in Schedule Item 1.
8B	<b>OPTION B:</b> Conditions 19 & 28	<b>NOTE TO CONTRACTOR:</b> <b>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</b> for the work.	<b>ALTERNATIVE PROGRESS PAYMENT STAGES (incl. GST)</b>  *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>
<b>WARNING TO OWNER</b>		Your cover under the Queensland Home Warranty Scheme may be reduced if you make payments greater than, or prior to, what the Contract requires.	

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9	<b>AMOUNT TO BE DEPOSITED IN SECURITY ACCOUNT</b> (if relevant) Condition 6	<b>NOTE:</b> This Item is optional – it may be relevant where a loan is not required to finance the project.	\$ _____
10	<b>LIQUIDATED DAMAGES</b> Condition 24	<b>NOTE TO OWNER AND CONTRACTOR:</b> 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. <b>If this space is left blank, a default amount of \$50/day shall apply.</b>	\$ _____ per day for each calendar day of delay in achieving Practical Completion.  <b>NOTE TO OWNER REGARDING LIQUIDATED DAMAGES (if applicable): It is very important that you carefully consider and complete this section.</b> 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	<b>INTEREST RATE ON OVERDUE PAYMENTS</b> 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.	_____ % per annum
12	<b>FINANCE</b> Conditions 1 & 5	<b>WARNING TO OWNER:</b> 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). <b>Consult your Lender before inserting a date.</b> Delays in providing this evidence may delay the start of your project or lead to termination of the Contract.	<b>The Contract IS/IS NOT subject to Loan Approval.</b> (Cross out whichever does <b>not</b> apply)  Lender: _____  Amount of Loan: \$ _____  <b>Finance Date:</b> _____ / _____ / _____ (day) (month) (year)  <b>NOTE:</b> If no date stated, Finance Date is 10 business days from date of this Contract.
13	<b>PARTY RESPONSIBLE FOR OBTAINING BUILDING APPROVAL</b> Conditions 9 & 10		_____ <i>(State whether the responsible party is Owner or Contractor - if nothing stated, the Contractor shall be responsible)</i>
14	<b>PARTY RESPONSIBLE FOR COST OF EXTRA EXCAVATIONS AND FOUNDATIONS</b> (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.	_____ <i>(State whether the responsible party is Owner or Contractor)</i>

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15	<b>CONTRACT DOCUMENTS</b> Conditions 4, 8 & 30	Any amendments or <b>'variations' to this Contract must be recorded in a Variation Document</b> (such as QBCC Form 5) which then forms part of the Contract.	<p><b>(a) PLANS (dated and attached)</b> supplied by: Contractor <input type="checkbox"/> Owner <input type="checkbox"/> on ___/___/___ N/A <input type="checkbox"/></p> <p><b>(b) SPECIFICATIONS (dated and attached)</b> supplied by: Contractor <input type="checkbox"/> Owner <input type="checkbox"/> on ___/___/___ N/A <input type="checkbox"/></p> <p><b>(c) PRIME COST ITEMS / PROVISIONAL SUMS</b> Are Prime Cost Items included? YES <input type="checkbox"/> NO <input type="checkbox"/> Are Provisional Sums included? YES <input type="checkbox"/> NO <input type="checkbox"/>  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.</p> <p><b>(d) FOUNDATIONS DATA</b> supplied by: Contractor <input type="checkbox"/> Owner <input type="checkbox"/> on ___/___/___ N/A <input type="checkbox"/></p> <p><b>NOTE:</b> 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.</p>
16	<b>SIGNATURES</b>	<p><b>NOTE: The Contractor must give the Owner:</b></p> <p><b>(a) the QBCC Consumer Building Guide before the Owner signs the Contract; and</b></p> <p><b>(b) a signed copy of the entire Contract, including plans and specifications, within 5 business days after the Contractor signs the Contract.</b></p>	<p><b>Signed by the Owner/s:</b> Owner 1: _____ Owner 2 (if any): _____ In the presence of: _____ <i>(signature of witness)</i></p> <p><b>Signed by the Contractor:</b> _____ In the presence of: _____ <i>(signature of witness)</i></p> <p><b>Dated this:</b> _____ day of _____ 20____</p>

**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 July 2018;
- General Conditions of New Home Construction Contract dated July 2018, and
- Plans, specifications and any other contract documents described in Item 15 of this Contract Schedule.