

# CONTRACT CHECKLIST

- I have seen and checked the contractor's QBCC licence details via the Online License Search on the website
- The name and number on the licence card is the same as that on the contract
- I have received a written contract which complies with Schedule 1B of the QBCC Act
- The total contract price, deposit and progress payments are clearly stated and I know when all payments are due (payment stages are clearly identified under the contract)
- The deposit and progress payments in the contract schedule conform with the requirements of Schedule 1B of the QBCC Act
- Is the contract price fixed? If so, for how long?
- What factors (e.g. an allowance for removal of rock) may affect the final price?
- Any allowances for provisional sums or prime cost items (QBCC recommends these are kept to a minimum) are clearly stated in the contract schedule, and I understand how changes in the final costs of these allowances can affect the final contract price
- The contract explains my right to withdraw during the "cooling off" period of 5 business days and I understand when the cooling off period starts and finishes
- All the work I want done is clearly described in the contract schedule and supported by appropriate plans and specifications which are dated and referred to in the description of the contracted work
- If the contracted work requires the construction or alteration of, or may adversely affect, footings or a concrete slab for a building, the contractor has obtained and given me a copy of the relevant foundations data and incorporated this information in the contract price
- If the contract price is \$20,000 or more, the contractor has provided me with a QBCC Consumer Building Guide and I have read it before signing the contract
- I have informed the contractor of any special requirements I have and they are documented in the contract
- Commencement and completion dates or time frames in the contract are clearly stated and seem realistic
- I understand the grounds upon which the contractor may claim an extension of time in the date for practical completion and that I must approve the claim in writing for it to be valid
- If I have been promised a special package/promotion/discount by the builder, it is included in the contract
- I have read and understood every clause of the contract (if not, seek formal legal advice)
- Both the contractor and I will sign all pages of the contract documents, including plans and specifications, and we will each retain a signed set
- I understand that any changes to the original contract (variations) must be recorded in writing and approved by me before the variation work starts and before I have to pay any extra for variations
- I am aware of the remedies available to me under the contract and through the QBCC if the contractor performs defective work
- Before the date for practical completion I will contact my insurance company and arrange Home Property and Contents insurance effective from the date of practical completion

## Finally, make sure:

- The contract records in writing, everything you have agreed to and includes reference to the 5 business day "cooling off" period
- You don't sign any document unless you fully understand it - seek formal legal advice if you are unsure or have concerns
- You don't pay the full price up front. Don't pay too much deposit and don't pay progress payments before required under the contract or in advance of the progress of work on site.

For further details on many of these subjects see our website: [qbcc.qld.gov.au](http://qbcc.qld.gov.au)