

# SCHEDULE FOR QBCC NATURAL DISASTER REPAIRS CONTRACT

This Contract is intended for repairs of any value to a home, duplex or home unit arising from a natural disaster (e.g. a flood, severe storm or cyclone, etc.). It must NOT be used for construction or rebuilding of an entire home.

**NOTE TO OWNER:** To better understand your contractual rights and obligations, **BEFORE SIGNING** you should carefully read this Schedule and the General Conditions in the Homeowner's Booklet, both dated July 2018.

**NOTE TO CONTRACTOR:** When completed, retain original and give 1 signed copy 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 live in the building on completion or within 6 months after completion of the contracted domestic building work.

Owner's Authorised Representative (if any): \_\_\_\_\_

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

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

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

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

## The Contractor (being a licensed 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): \_\_\_\_\_

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

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

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

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

Item	Subject	Notes	Particulars
1	<p><b>PRICE</b> Condition 4.</p> <p><b>WARNING:</b> The Contract Price is subject to change in accordance with Conditions 4, 17, 19, 20 &amp; 23.</p>	<p>For information about Prime Cost (PC) Items and Provisional Sums (PS) see Condition 4 of the General Conditions.</p> <p>Where applicable, a PC/PS Schedule must be completed, signed by both parties and attached to this Schedule.</p>	<p><b>(a) Fixed Price Component:</b> \$ _____ (incl. GST) (includes deposit in Item 2)</p> <p><b>(b) Prime Cost Items (if any):</b> \$ _____ (incl. GST)</p> <p><b>(c) Provisional Sums (if any):</b> \$ _____ (incl. GST)</p> <p><b>CONTRACT PRICE =</b> \$ _____ (incl. GST) (a) + (b) + (c)</p>

Item	Subject	Notes	Particulars
2	<b>DEPOSIT</b> Condition 17	The <b>maximum deposit</b> is: 10% if the Contract Price is less than \$20,000 or 5% if the Contract Price is \$20,000 or more. However, if the value of contracted services to be performed off-site exceeds 50% of the Contract Price, the maximum deposit is 20%, regardless of the Contract Price.	Deposit: \$ _____ (incl. GST)
3	<b>BRIEF DESCRIPTION OF THE CONTRACT WORK</b>	Insert brief description of the contracted work and <b>attach and refer to any plans and specifications</b> e.g. <i>repair of flood damage to kitchen &amp; living area as per attached plans dated .../.../... and specifications dated .../.../...</i>	_____ _____ _____
4	<b>SITE</b> Condition 11		<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, 5, 15	<b>WARNING TO OWNER:</b> The lodgement of plans and the Starting Date may be delayed, or this Contract may be terminated by the Contractor, if you do not promptly provide the Contractor with written evidence of your capacity to pay the Contract Price in accordance with Condition 5.	_____/_____/_____ (day) (month) (year)
6	<b>COMPLETION PERIOD</b> (including Construction Days and allowances for likely delays) Conditions 15, 19, 20, 21, 22 & 27.	<b>NOTE TO CONTRACTOR:</b> You must state in Item 6B the allowances (in days) you have made for delay factors, if there is a reasonable likelihood they will 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 (Item 7) for a particular anticipated delay (e.g. inclement weather) unless the number of days the Contractor is actually delayed is greater than the allowance stated here for that particular delay.	<b>6A. Construction Days</b> (excluding delays allowed in '6B') Business days needed to construct the Works = <u>    A    </u>  <b>PLUS</b> <b>6B. 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. w/ends, RDOs, public holidays, etc.) = _____ <b>Total delay days allowed: (i) + (ii) + (iii) = <u>    B    </u></b>  <b>COMPLETION PERIOD:</b> Construction Days ( <b>Item 6A</b> ) <b>PLUS</b> Total delay days allowed above ( <b>Item 6B</b> ) = <u>    A+B    </u> <i>(This total represents the number of days between the Starting Date and the Date for Practical Completion)</i>
7	<b>DATE FOR PRACTICAL COMPLETION</b> Conditions 15, 20, 21, 22 & 27.	<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. The date/completion period includes the allowances for likely delays stated in Item 6B above.	Date: ____/____/_____ (day) (month) (year) <b>OR</b> <b>Completion Period</b> of _____ calendar days (see Item 6 above) from the Starting Date or the date on which the work under this contract is commenced on site, whichever is the earlier. <b>NOTE: This date/period may be affected by legitimate extensions of time</b> (e.g. for approved variations or abnormal wet weather).

Item	Subject	Notes	Particulars																																	
8	PAYMENTS Condition 17	<p><b>EITHER</b> (Cross out section (a) or (b) below, whichever is not applicable)</p> <p><b>(a) One Lump Sum Payment</b> of the Contract Price as adjusted under the Contract (excluding the deposit), payable upon completion of the Works \$ _____ (incl. GST)</p> <p><b>OR</b></p> <p><b>(b) Stages Payments</b></p> <table border="1"> <thead> <tr> <th>Description of Payment Stages (if insufficient space, name each stage below and attach further details of the work to be done in each stage).</th> <th>% of Contract Price (incl. any allowances)</th> <th>\$ Amount (incl. GST)</th> </tr> </thead> <tbody> <tr> <td>Deposit (as shown in Item 2)</td> <td>%</td> <td>\$</td> </tr> <tr> <td></td> <td>%</td> <td>\$</td> </tr> <tr> <td></td> <td>%</td> <td>\$</td> </tr> <tr> <td></td> <td>%</td> <td>\$</td> </tr> <tr> <td></td> <td>%</td> <td>\$</td> </tr> <tr> <td></td> <td>%</td> <td>\$</td> </tr> <tr> <td></td> <td>%</td> <td>\$</td> </tr> <tr> <td></td> <td>%</td> <td>\$</td> </tr> <tr> <td><b>Practical Completion</b></td> <td>%</td> <td>\$</td> </tr> <tr> <td><b>TOTAL</b> (must match Contract Price in Item 1)</td> <td>100%</td> <td>\$</td> </tr> </tbody> </table> <p><b>WARNING FOR CONTRACTOR:</b> At any point after the deposit has been received, the total of payments required above (including the deposit) must be directly related to, and NOT in advance of, progress of the work on site (e.g. 50% of the Contract Price should not be sought until at least 50% of the work has been completed on site).</p>	Description of Payment Stages (if insufficient space, name each stage below and attach further details of the work to be done in each stage).	% of Contract Price (incl. any allowances)	\$ Amount (incl. GST)	Deposit (as shown in Item 2)	%	\$		%	\$		%	\$		%	\$		%	\$		%	\$		%	\$		%	\$	<b>Practical Completion</b>	%	\$	<b>TOTAL</b> (must match Contract Price in Item 1)	100%	\$	
Description of Payment Stages (if insufficient space, name each stage below and attach further details of the work to be done in each stage).	% of Contract Price (incl. any allowances)	\$ Amount (incl. GST)																																		
Deposit (as shown in Item 2)	%	\$																																		
	%	\$																																		
	%	\$																																		
	%	\$																																		
	%	\$																																		
	%	\$																																		
	%	\$																																		
	%	\$																																		
<b>Practical Completion</b>	%	\$																																		
<b>TOTAL</b> (must match Contract Price in Item 1)	100%	\$																																		
<b>WARNING TO OWNER</b>		Insurance protection under the Queensland Home Warranty Scheme administered by the QBCC (where it applies to the contracted work) may be reduced if payments are made in advance of contract requirements and construction progress.																																		
9	LIQUIDATED DAMAGES Condition 23	<p><b>NOTE TO OWNER AND CONTRACTOR:</b> You must consider what, if any, 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></p>	<p>\$ _____ per day for each calendar day of delay in achieving Practical Completion.</p> <p><b>NOTE TO OWNER REGARDING LIQUIDATED DAMAGES</b> (if applicable): <b>It is very important that you carefully consider and complete this section.</b> The liquidated damages amount should be a genuine estimate of the costs/losses (if any) the Owner believes they will incur if 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, extra finance costs, etc. directly related to the delay in reaching Practical Completion).</p>																																	
10	FINANCE Conditions 1 & 5	<p><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.</p>	<p><b>The Contract IS/IS NOT subject to Loan Approval.</b> (Cross out whichever does <b>not</b> apply)</p> <p>Lender: _____</p> <p>Lender's Address: _____</p> <p>Amount of Loan: \$ _____</p> <p><b>Finance Date:</b> _____ / _____ / _____ (day) (month) (year)</p> <p><b>NOTE:</b> If no date stated, Finance Date is 10 business days from date of Contract.</p>																																	

Item	Subject	Notes	Particulars
11	<b>INTEREST RATE ON OVERDUE PAYMENTS</b> Condition 18		_____ % per annum  The rate will not exceed the Commonwealth Bank of Australia Standard Variable Rate for home loans + 5%.
12	<b>PARTY RESPONSIBLE FOR OBTAINING PLAN APPROVALS</b> Condition 7	Approval of plans may not be required for some Level 1 contracts (e.g. where the work is non-structural).	_____  <i>State whether the responsible party is Owner or Contractor (If nothing stated, the Contractor shall be responsible)</i>
13	<b>CONTRACT DOCUMENTS</b> Conditions 2, 4, 5, 10, 15, 17, 19, 22, 24, 25, 26, 27, 28 & 29	Any subsequent amendments or <b>variations to this Contract must be recorded in a Variation Document</b> (such as the QBCC Form 5 - <i>Variation Document</i> ) 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 in the unlikely event 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 Foundations Data already exists, the Contractor is required to obtain appropriate Foundations Data and copy it to the Owner when the Owner has paid the costs incurred in obtaining the data.</p>
14	<b>SIGNATURES</b>	The Contractor must give the Owner a signed copy of the entire Contract, including any plans and specifications, within 5 business days after entering the Contract.	<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>
<p><b>IMPORTANT NOTICE TO OWNER: 'COOLING-OFF' PERIOD</b></p> <p>Under Schedule 1B of the <i>Queensland Building and Construction Commission Act 1991</i> ('QBCC Act') you may have the right to withdraw from this Contract during the cooling-off period of 5 business days which commences when you have received a signed copy of the entire Contract, including any plans and specifications, and (if the Contract Price is \$20,000 or more) the QBCC Consumer Building Guide. If you wish to withdraw under the 'cooling-off' provisions you must give the Contractor a signed and dated written notice stating that you withdraw from the Contract under section 35 of Schedule 1B of the QBCC Act.</p>			<p>The Owner and the Contractor agree that the Contractor shall carry out the Contract Work described in this Contract for the Contract Price it provides and upon its terms.</p> <p><b>This Contract includes:</b></p> <ul style="list-style-type: none"> <li><input type="checkbox"/> QBCC Natural Disaster Repairs Contract Schedule, PC and PS Schedules (if relevant) and Forms 1-7 (if used), all dated July 2018;</li> <li><input type="checkbox"/> General Conditions included in the Homeowner's and Contractor's Booklets dated July 2018 and any Special Conditions; and</li> <li><input type="checkbox"/> Plans, specifications and any other contract documents described in Item 13 of this Schedule.</li> </ul>