

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, the Consumer Building Guide and the General Conditions dated December 2020.

NOTE TO CONTRACTOR: When completed, retain original and give 2 signed copies of this Schedule to the Owner.

The Owner

Owner's name/s: _____ Email: _____

Postal address: _____ Postcode: _____

Mobile phone: _____ Home phone: _____

The Owner ☐ IS ☐ IS NOT a Resident Owner. (Tick the appropriate box)

Owner has checked the Contractor's licence and history via QBCC's Online Licence Search:	Yes	No
--	-----	----

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): _____

Postal address: _____ Postcode: _____

Mobile phone: _____ Email: _____

The Contractor

Contractor's name/s (must be as shown on licence): _____

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

QBCC Licence Number: _____ ABN Number: _____

Business address: _____ Postcode: _____

Mobile phone: _____ Email: _____

Contractor's Authorised Representative (if any): _____

QBCC Licence Number (if supervising): _____

Mobile phone: _____ Email: _____

ITEM	SUBJECT	NOTES	PARTICULARS
1	CONTRACT PRICE Condition 4. WARNING: The contract price is subject to change, either increasing or decreasing. The clauses that allow for changes and their effect are the following: Condition 20: where the owner owes the contractor interest on an overdue payment (see Condition 19 for payment terms), interest on the payment at a rate of six percent above the cash rate (as published by the Reserve Bank of Australia) may be applied, resulting in an increase in the contract price. Condition 24: where the contractor fails to achieve practical completion by the date for practical completion, liquidated damages may apply, resulting in a decrease in the contract price. Conditions 19 & 21: where a written variation is made to the works or to the manner of carrying out the works (see definition of "variation" in clause 38.1) the contract price may increase or decrease.	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.	a. Fixed Price Component: \$ _____ (incl. GST) <i>(includes deposit in Item 2)</i> b. Prime Cost Items (if any): \$ _____ (incl. GST) c. Provisional Sums (if any): \$ _____ (incl. GST) CONTRACT PRICE a + b + c = \$ _____ (incl. GST)

ITEM	SUBJECT	NOTES	PARTICULARS
2	DEPOSIT Condition 19	The deposit must not exceed 5% of the Contract Price if Contract Price is \$20,000 or more.	Amount of deposit: \$ _____ (incl. GST) NOTE: The deposit <u>includes</u> the payment to QBCC for the Qld Home Warranty Scheme.
3	BRIEF DESCRIPTION OF THE WORKS	Insert a brief description of the contracted work and attach and refer to plans and specifications <i>e.g. construction of new home as per attached plans dated / / & specifications dated / /</i>	
4	SITE Condition 13		Site Address: _____ _____ Real Property Description: _____ Lot No: _____ Plan Type (e.g. RP/SP/BUP): _____ Plan No: _____ Local Authority: _____
5	STARTING DATE Conditions 1, 10 & 17	NOTE: The Contractor must ensure that the work under this Contract starts by the Starting Date. The Starting Date is the latest of: <ul style="list-style-type: none">the following agreed date / / ; or10 Business Days after the issue of approved plans by the Assessing Certifier; or10 Business Days after the Owner has satisfied its financial obligations under Condition 5.1.	
6	COMPLETION PERIOD (including Construction Days, allowances for likely delays and non-working days) Conditions 22, 23 & 28	NOTE TO CONTRACTOR: You must state here any allowances (in days) you have made for delay factors which are reasonably likely to affect the time required to carry out the work. NOTE TO OWNER: 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.	A. Construction Days The working days needed to construct the Works = _____ PLUS B. Allowances for likely delays: (i) Inclement weather allowance (Business Days) = _____ (ii) Other likely delays, if any (Business Days) = _____ Details of delay _____ PLUS C. Allowance for non-working days (incl. weekends, public holidays, Christmas shutdown, etc.) = _____ COMPLETION PERIOD (A+B+C): _____ Calendar days <i>(This total is the number of calendar days between the Starting Date and the Date for Practical Completion)</i>
7	DATE FOR PRACTICAL COMPLETION Conditions 22, 23 & 28	NOTE TO CONTRACTOR: Complete only one of the options in the 'Particulars' column (i.e. date or number of days) and delete the other.	Date: / / OR Completion Period 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 earlier .

ITEM	SUBJECT	NOTES	PARTICULARS
PROGRESS PAYMENTS (Choose Option A or Option B below)			
8A	OPTION A: Conditions 19 & 28 NOTE: <i>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>	NOTE TO CONTRACTOR: If the contracted house construction work does not involve the Stages set out in the 'Particulars' column in Option A, or the payment percentages are not appropriate (e.g. if the payments in Option A would amount to payment in advance of work progress on Site), you should use Option B below.	<p>WARNING FOR CONTRACTOR: 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). 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.</p> <p>PROGRESS PAYMENT STAGES (all prices incl. GST):</p> <p>Base Stage (excl. 5% deposit) – 15% \$ _____</p> <p>Frame Stage – 20% \$ _____</p> <p>Enclosed Stage – 25% \$ _____</p> <p>Fixing Stage – 20% \$ _____</p> <p>Practical Completion Stage – 15% \$ _____</p> <p>NOTE: The total of Stage payments in Option A or B plus the deposit must equal Contract Price in Schedule Item 1.</p>
8B	OPTION B: Conditions 19 & 28	NOTE TO CONTRACTOR: Option B should be used where the contracted house construction work does not involve the Stages set out in Option A above, or the payment percentages are not appropriate for the work.	<p>ALTERNATIVE PROGRESS PAYMENT STAGES (incl. GST)</p> <p>*Stage 1: _____ - ____ % \$ _____</p> <p>Stage 2: _____ - ____ % \$ _____</p> <p>Stage 3: _____ - ____ % \$ _____</p> <p>Stage 4: _____ - ____ % \$ _____</p> <p>Stage 5: _____ - ____ % \$ _____</p> <p>Stage 6: _____ - ____ % \$ _____</p> <p>Stage 7: _____ - ____ % \$ _____</p> <p>Practical Completion Stage - _____ % \$ _____</p> <p>*Stage 1 excludes the deposit in Item 2. <i>If extra space is required, attach a more detailed description of the Payment Stages to this Contract schedule.</i></p>
WARNING TO OWNER		Your cover under the Queensland Home Warranty Scheme may be reduced if you make payments greater than, or prior to, what the Contract requires.	
9	AMOUNT TO BE DEPOSITED IN SECURITY ACCOUNT (if relevant) Condition 6	NOTE: This Item is optional – it may be relevant where a loan is not required to finance the project.	\$ _____
10	LIQUIDATED DAMAGES Condition 24	NOTE TO OWNER AND CONTRACTOR: 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. If this space is left blank, a default amount of \$50/day shall apply.	<p>\$_____ per day for each calendar day of delay in achieving Practical Completion.</p> <p>NOTE TO OWNER REGARDING LIQUIDATED DAMAGES (if applicable): It is very important that you carefully consider and complete this section. 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).</p>

ITEM	SUBJECT	NOTES	PARTICULARS
11	INTEREST RATE ON OVERDUE PAYMENTS Condition 20		Six (6)% per annum above the cash rate target, as published by the Reserve Bank of Australia (https://www.rba.gov.au/statistics/cash-rate/), at the date on which the payment is due.
12	FINANCE Conditions 1 & 5	<p>WARNING TO OWNER:</p> <p>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). Consult your Lender before inserting a date. Delays in providing this evidence may delay the start of your project or lead to termination of the Contract.</p>	<p>The Contract IS/IS NOT subject to Loan Approval.</p> <p>(Cross out whichever does not apply)</p> <p>Lender: _____</p> <p>Amount of Loan: \$ _____</p> <p>Finance Date: ____ / ____ / ____ (day) (month) (year)</p> <p>NOTE: If no date stated, Finance Date is 10 Business Days from date of this Contract.</p>
13	PARTY RESPONSIBLE FOR OBTAINING BUILDING APPROVAL Conditions 9 & 10		<i>(State whether the responsible party is Owner or Contractor - if nothing stated, the Contractor shall be responsible)</i>
14	PARTY RESPONSIBLE FOR COST OF EXTRA EXCAVATIONS AND FOUNDATIONS (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>
15	CONTRACT DOCUMENTS Conditions 4, 8 & 30	<p>Any amendments or 'variations' to this Contract must be recorded in a Variation Document (such as QBCC Form 5) which then forms part of the Contract.</p> <p>Order of precedence for Contract documents (To be used to resolve any ambiguity or discrepancy in or between the documents):</p> <ol style="list-style-type: none"> 1. Contract schedule 2. Special conditions (if any) 3. General conditions 4. Specifications 5. Plans (where required) 6. Other contract documents 	<p>PLANS (dated and attached) supplied by: Contractor/Owner on ____/____/____ N/A</p> <p>SPECIFICATIONS (dated and attached) supplied by: Contractor/Owner on ____/____/____ N/A</p> <p>PRIME COST ITEMS / PROVISIONAL SUMS</p> <p>Are Prime Cost Items included? Yes No</p> <p>Are Provisional Sums included? Yes No</p> <p>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>SPECIAL CONDITIONS</p> <p>Are there any Special Conditions? Yes No</p> <p>If YES, ensure they are dated, signed by both parties and attached.</p> <p>Contractor/Owner on ____/____/____ N/A</p> <p>NOTE: 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 before the Contract is signed and provide a copy to the Owner upon payment of the costs incurred in obtaining the data.</p>

ITEM	SUBJECT	NOTES	PARTICULARS
16	SIGNATURES	<p>NOTE: The Contractor must give the Owner:</p> <p>a. the QBCC Consumer Building Guide before the Owner signs the Contract; and</p> <p>b. a signed copy of the entire Contract, including plans and specifications, within 5 Business Days after the Contractor signs the Contract.</p>	<p>Signed by the Owner/s:</p> <p>Owner 1: _____</p> <p>Owner 2 (if any): _____</p> <p>In the presence of: _____ (signature of witness)</p> <p>*Do not sign until you have received the Consumer Building Guide, General Conditions, and plans and specifications, and foundations data has been obtained (by you or your contractor).</p> <hr/> <p>Signed by the Contractor: _____</p> <p>In the presence of: _____ (signature of witness)</p> <p>Dated this: _____ 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:

- This Schedule for New Home Construction Contract, PC and PS Schedules (if relevant) and Forms 1 - 7 (if used), all dated December 2020;
- General Conditions of New Home Construction Contract dated December 2020, and Special Conditions (if any); and
- Plans, specifications and any other contract documents described in Item 15 of this Contract Schedule.