

# SCHEDULE FOR

## QBCC NEW HOME CONSTRUCTION CONTRACT

This contract is intended to be used for the construction of a new home or other projects involving 'designated stages' (i.e. base, frame, enclosed and fixing stages).

**NOTE TO OWNER:** To better understand your contractual rights and obligations, **BEFORE SIGNING** carefully read this Schedule and the accompanying QBCC Contract Information Statement and General Conditions, both dated November 2013.

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

### THE OWNER

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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 Works on completion or within 6 months after completion.

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

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

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

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

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

#### IMPORTANT NOTICE TO OWNER: 'COOLING-OFF' PERIOD

Under the *Domestic Building Contracts Act 2000* (the 'DBC Act') you may have the right to withdraw from this Contract during the cooling-off period of 5 business days commencing when you have received both a signed copy of this Contract and the Contract Information Statement. 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 72 of the DBC Act (see Condition 1 of the General Conditions and Part 1 of the Contract Information Statement for more details).

The Owner and the Contractor agree that the Contractor shall carry out the work described in this Contract for the Total Price it provides and upon its terms.

#### This Contract includes:

- ☐ New Home Construction Contract Schedule, PC and PS Schedules and Forms 1 - 7, all dated November 2013;
- ☐ General Conditions of New Home Construction Contract dated November 2013; and
- ☐ Plans, specifications and any other contract documents described in Item 17 of this Contract Schedule.

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

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

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.	<b>BRIEF DESCRIPTION OF THE WORKS</b>	Insert description of what is to be built and <b>attach and refer to plans and specifications</b> e.g. <i>construction of a new 2 storey home as per attached plans dated... &amp; specifications dated...</i>	
2.	<b>SITE</b> Condition 7		<b>Site Address:</b> _____ <b>Real Property Description:</b> Lot No: _____ Plan Type (e.g. RP/SP/BUP): _____ Plan No: _____ Local Authority: _____
3.	<b>STARTING DATE</b> Conditions 6, 12 & 29	<b>NOTE:</b> The Contractor must ensure that the work under this Contract starts by the Starting Date, being 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 6.2.</li> </ul>	
4.	<b>COMPLETION PERIOD (including Construction Days and 'Calculable Delays')</b> Conditions 13, 14 & 22	<b>NOTE TO CONTRACTOR:</b> You must state here the allowances (in days) you have made for these delays, 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 6) for a particular calculable delay (e.g. inclement weather) unless the number of days the Contractor is actually delayed is greater than the allowance stated here for that calculable delay.	<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. Delays allowed for which can be estimated ('calculable 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) =</b> <u>    B    </u>  <b>COMPLETION PERIOD:</b> Construction Days (Item 4A) <b>PLUS</b> Total delay days allowed above (Item 4B) = <u>    A + B    </u>
5.	<b>DELAYS NOT ALLOWED FOR ('Incalculable Delays')</b> Conditions 13 & 14	<b>NOTE TO CONTRACTOR:</b> If you reasonably believe that a delay will happen but you cannot estimate the number of days, complete this item. An example of such a delay could be a delay in the delivery of imported materials or fittings which may affect the Date of Practical Completion.	State the reason for the likely delay: _____ _____ _____ State the general effect the delay is likely to have on the carrying out of the work under this Contract: _____ _____ _____
6.	<b>DATE FOR PRACTICAL COMPLETION</b> Conditions 13, 14 & 15	<b>NOTE:</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 Item 4) from the Starting Date or the date on which the work under this contract is commenced, whichever is the <b>earlier</b> .

Item	Subject	Notes	Particulars
7.	PRICE Condition 16	<p><b>NOTE:</b> For Prime Cost (PC) Items and Provisional Sums (PS) see Condition 16 of the General Conditions. Where applicable, a PC/PS Schedule must be completed, signed by both parties and attached.</p> <p><b>WARNING:</b> The Total Price is subject to change due to Conditions 7, 14, 16, 19, 20 &amp; 22.</p>	<p>(a) Lump Sum Component: \$ _____ (incl. GST) (includes deposit in Item 9)</p> <p style="text-align: center;">+</p> <p>(b) Prime Cost Items (if any): \$ _____ (incl. GST)</p> <p style="text-align: center;">+</p> <p>(c) Provisional Sums (if any): \$ _____ (incl. GST)</p>
8.	TOTAL PRICE Condition 16	Add 7(a) + 7(b) +7(c)	TOTAL PRICE: \$ _____ (incl. GST)
9.	DEPOSIT Condition 17	<p><b>NOTE:</b> The deposit must not exceed 5% of the Total Price if the Total Price is \$20,000 or more, or 10% if the Total Price is less than \$20,000.</p>	Amount of deposit: \$ _____ (incl. GST)
10.	PROGRESS PAYMENTS Condition 17	<p><b>NOTE:</b> The progress payment stages set out at this Item are appropriate for the construction of a new home or other projects involving designated stages.</p> <p>If the work does <u>not</u> involve designated stages, the QBCC Renovation Extension &amp; Repair Contract or the QBCC Natural Disaster Repair Contract (if the work results from a natural disaster) <b>should be used</b>.</p>	<p><b>Designated Stages</b> (all prices incl. GST):</p> <p>Base Stage (excluding deposit) – 10% \$ _____</p> <p>Frame Stage – 15% \$ _____</p> <p>Enclosed Stage – 35% \$ _____</p> <p>Fixing Stage – 20% \$ _____</p> <p>Practical Completion – Balance \$ _____</p>
<p><b>WARNING:</b> Insurance protection under the Queensland Home Warranty Scheme administered by QBCC may be reduced if payments are made in advance of contract requirements and construction progress.</p>			
11.	AMOUNT TO BE DEPOSITED IN SECURITY ACCOUNT Condition 18	<p><b>NOTE:</b> This Item is optional – it may be relevant when the Contract is not subject to loan approval.</p>	\$ _____
12.	LIQUIDATED DAMAGES Condition 19	<p><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></p>	<p>\$ _____ per day for each calendar day of delay in achieving Practical Completion.</p> <p><b>NOTE TO OWNER REGARDING LIQUIDATED DAMAGES (if applicable):</b> 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 <b>not</b> 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>
13.	INTEREST RATE ON OVERDUE PAYMENTS Condition 20		<p>_____ % per annum</p> <p>The rate will not exceed the Commonwealth Bank of Australia Standard Variable Rate for home loans + 5%.</p>

Item	Subject	Notes	Particulars
14.	<b>LOAN APPROVAL</b> Conditions 2, 5 & 6	<b>WARNING TO OWNER:</b> The Loan Approval Date is the date by which the Owner must obtain Loan Approval. <b>Consult your Lender before inserting a date.</b> Delays in providing evidence of your financial capacity 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: _____  Lender's address: _____  Amount of Loan: \$ _____  <b>Loan Approval Date:</b> ..... / ..... / ..... (day) (month) (year)
15.	<b>PARTY RESPONSIBLE FOR OBTAINING PLAN APPROVALS</b> Condition 5		_____ (State whether the responsible party is Owner or Contractor)
16.	<b>PARTY RESPONSIBLE FOR COST OF EXTRA EXCAVATIONS AND FOUNDATIONS</b> Condition 22	This item relates to responsibility for any extra excavations and foundations beyond what could reasonably be established from the foundations data.	_____ (State whether the responsible party is Owner or Contractor)
17.	<b>CONTRACT DOCUMENTS</b> Condition 24	<b>NOTE:</b> Any subsequent 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.	(a) <b>PLANS (dated and attached)</b> supplied by: Contractor <input type="checkbox"/> Owner <input type="checkbox"/> on ..... / ..... / ..... N/A <input type="checkbox"/>  (b) <b>SPECIFICATIONS (dated and attached)</b> supplied by: Contractor <input type="checkbox"/> Owner <input type="checkbox"/> on ..... / ..... / ..... N/A <input type="checkbox"/>  (c) <b>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, the Contractor must complete the Prime Cost Items or Provisional Sums Schedule/s and copy to Owner.  (d) <b>FOUNDATIONS DATA</b> supplied by: Contractor <input type="checkbox"/> Owner <input type="checkbox"/> on ..... / ..... / ..... N/A <input type="checkbox"/>  <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.
18.	<b>SIGNATURES</b>	<b>NOTE:</b> The Contractor must give the Owner a signed copy of the entire Contract, including plans and specifications, together with a copy of the QBCC approved Contract Information Statement, as soon as practicable (but within 5 business days) after entering the Contract.	<b>Signed by the Owner/s:</b>  Owner 1: _____  Owner 2: _____ (if any)  In the presence of: _____ (witness)  <b>Signed by the Contractor:</b> _____  In the presence of: _____ (witness)  <b>Dated this:</b> ..... day of ..... 20.....