



THIS CONTRACT PACK CONTAINS:

- Home Owner's Booklet
- Contractor's Booklet
- Schedule
- Appendix to Natural Disaster Repairs Contract Schedule (PC and PS Schedules)
- Form 1 *Extension of Time Claim and Owner's Response to Claim*
- Form 2 *Progress Claim*
- Form 3 *Notice of Dispute of Progress Claim*
- Form 4 *Variation Document*
- Form 5 *Defects Document*

DO NOT ACCEPT THIS PACK IF
CONTENTS ARE INCOMPLETE

Natural Disaster Repairs Contract

This Contract is strictly intended for repairs to a home, duplex or home unit arising from a natural disaster (e.g. a flood, severe storm or cyclone, etc.). For more routine repairs or renovations the normal BSA Contract for renovations, extensions and repairs is recommended. **This Contract must NOT be used for the construction or rebuilding of an entire home** (BSA's Major Works/Home Building Contract is intended for this purpose).

DISCLAIMER: *It is important that you satisfy yourself (and if necessary seek formal legal advice) that this contract is appropriate for your particular domestic building repairs. The Contract Information Statement included in this Contract Pack is only to be used in conjunction with the BSA Natural Disaster Repairs Contract. It contains information of a general nature and should not be interpreted or relied upon as providing specific legal advice. For legal advice on your particular circumstances you should consult a practising solicitor.*



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IMPORTANT NOTE FOR HOME OWNER

This Natural Disaster Repairs Contract Pack consists of the following documents (most of which are held by the contractor and will be used and copied to you as required):

Home Owner's Booklet	Form 2 <i>Progress Claim</i>
Contractor's Booklet	Form 3 <i>Notice of Dispute of Progress Claim</i>
Contract Schedule	Form 4 <i>Variation Document</i>
Appendix to Contract Schedule (PC & PS Schedules)	Form 5 <i>Defects Document</i>
Form 1 <i>Extension of Time Claim and Owner's Response to Claim</i>	

These documents form an integrated package which should not be mixed with forms from other contracts. The contractor is required to give you a copy of any form you are asked to sign (e.g. Form 2 *Progress Claim*, Form 4 *Variation Document*, etc.). You may need to photocopy your copy for your finance provider (if any).

CONTRACT INFORMATION STATEMENT FOR NATURAL DISASTER REPAIRS CONTRACT

This Statement has been developed and approved by the Building Services Authority (BSA) for use solely with BSA's Natural Disaster Repairs Contract. It is not appropriate for use with other contracts. More detailed Contract Information Statements for general use with contracts for home construction and renovation are available for free download from BSA's website www.bsa.qld.gov.au.

PRE-CONSTRUCTION

PRELIMINARIES

If your repair work arises from a flood, severe storm or cyclone, there may be a number of important preliminary steps you need to take before repair work can commence. While you may, understandably, be eager to move back quickly into your home, especially if you and your family are staying in makeshift alternative accommodation, **it is very important for the long term integrity of your property that you do not attempt to rush or cut corners with these initial procedures.** It is also important to note that the contractors you will engage have a legal responsibility to perform their work in accordance with all relevant laws and legal requirements, including the Building Code of Australia. Preliminary considerations may include some of the following:

- Soon after the natural disaster has safely passed, and **before engaging a contractor to commence repairs, you should urgently contact your home property and contents insurer to determine what you are covered for and what assistance they can provide** (e.g. rental assistance for temporary alternative accommodation). Your insurer may have procedures they require you to follow or preferred contractors they will engage and pay on your behalf to perform the work.
- Try to accurately document the extent of the damage and your losses (take photos if possible).
- If you make an insurance claim and are unhappy with your insurer's response you should in the first instance contact the Customer Complaints section and ask for your complaint to be dealt with in accordance with the company's internal Dispute Resolution processes. If this does not produce a satisfactory outcome you may wish to contact and lodge a complaint with the Financial Ombudsman Service (FOS – most major banks and insurance companies are member organisations) at telephone 1300 780 808 or via their website at www.fos.org.au.
- Financial assistance may also be available from other sources such as your home mortgage provider, State or Commonwealth Government grants or from funds provided by public donations or charitable organisations.
- If funds/grants from such sources will be used to pay for all or part of your repair work, **it is very important that you obtain written confirmation of this financial support, and an authority to proceed with repairs, from the finance provider and provide a copy to the contractor before signing the Repairs Contract.**
- Inspections by properly qualified/licensed professionals (e.g. an electrician, engineer, gas fitter, plumber or builder) may be required to confirm the safety of the property.
- Appropriate protective gear (e.g. gloves, face masks, full length clothes, closed-in shoes) should be used and extreme care taken when removing debris as the site may be contaminated with toxic mud and water, sharp objects, etc. washed in from other areas. Any injuries should be quickly cleaned and promptly checked by a doctor.
- If your property may have asbestos material** (e.g. in the ceiling or walls or under the floor coverings), **you should not under any circumstances attempt to remove the asbestos but engage properly qualified professionals to do so (see asbestos removal and work safety information on the Department of Justice website www.justice.qld.gov.au).**
- NOTE:** Cleaning and drying of the building and surrounding site may be a lengthy process, especially if the site has been under water for a long period. Timber experts suggest that in some cases it may take several months for timber frames to fully dry out and reach the appropriate level of moisture content which can only be accurately checked with special equipment. If the frame is not properly dry or the footings are compromised, major problems with the structure may surface months later.
- Depending on the nature and extent of the damage, the structural integrity of the footings, frame, roof, etc. and the status of electrical wiring and plumbing may need to be professionally checked before any repair work can commence.
- For further information and advice about building issues and procedures relevant to the natural disaster which has impacted your property, you should consult building professionals or relevant industry bodies.

When the above checks have been carried out and the property is ready for repairs to commence, **you should attempt to obtain at least 2 (preferably 3) written quotes from currently and appropriately licensed contractors.** These quotes are not substitutes for a proper contract but will give you a rough idea of the likely range of repair costs and the availability of contractors.

BSA LICENCE

Queensland legislation requires that all builders, building designers and most trade contractors must be licensed by BSA to carry out building work (the main exception is electricians who have their own licensing system). For your own protection, **you should only deal with someone who has an appropriate BSA licence. NOTE: If you engage an unlicensed contractor your repair work may not be covered under BSA's Queensland Home Warranty Scheme.**

Ask to see the contractor's licence card and phone BSA on 1300 272 272 or visit the Online Licence Search facility on BSA's website to confirm that the contractor's licence is current and appropriate for your repair work and to check the contractor's track record and dispute history (if any).

WHAT DOES THE DOMESTIC BUILDING CONTRACTS ACT 2000 ('DBC Act') COVER?

Generally, all *domestic building work* with a contract price exceeding \$3,300 is regulated by the DBC Act and must be recorded in a written contract which complies with the Act. Domestic building work includes the construction of a free-standing home or a duplex or an associated building or fixture (e.g. retaining walls, pools, garages, sheds, fences, etc.) and the renovation, extension or repair of a home, duplex or home unit and work associated with any of these projects.

CONTRACT CHECK LIST

If your repair project comprises domestic building work regulated by the DBC Act your agreement with the contractor must be recorded in a written contract, and a signed copy given to you, as soon as practical (but within 5 business days) after the agreement is entered into and before work commences.

You should carefully read and ensure that you fully understand the contract before signing it. It is important to obtain legal advice regarding any contract provisions you don't understand or are concerned about. The DBC Act sets out a number of requirements concerning the form and content of domestic building contracts. These requirements, which are fully satisfied in the BSA Natural Disaster Repairs Contract, are detailed in the Contract Check List on the BSA website.

COST PLUS CONTRACTS

Under the DBC Act, a Cost Plus contract is one under which the amount the contractor is to receive is not stated or cannot be calculated when the contract is entered into (this definition would include arrangements where the contractor is paid an hourly rate or a percentage of costs). **The use of cost plus contracts for domestic building work is prohibited under the DBC Act unless certain strict conditions are met**, including that "... *the cost of a substantial part of the subject work cannot reasonably be calculated without some of the work being carried out*". The contract must also contain "...*a fair and reasonable estimate ...*" of the total amount the building contractor is likely to receive under the contract". It is likely that in the wake of floods, storms and cyclones, some contractors may seek to use Cost Plus contracts. While this may be valid in some rare cases, **there are potentially significant risks for owners associated with the use of these contracts**, especially the uncertainty about the final price of the project (which is frequently far more than anticipated by home owners). In almost all cases uncertainties concerning the extent of the repair work can and should be covered by the use of Provisional Sum allowances (**see the definition section at the end of the General Conditions of this contract included in the Home Owner's Booklet for an explanation of the meaning of 'Prime Cost Items' and 'Provisional Sums'**).

WARNING: Because of the risks and frequent disputes associated with their use, the BSA strongly recommends owners obtain formal legal advice before using these contracts.

DEPOSITS AND PROGRESS PAYMENTS

Under the DBC Act **the deposit under the contract must not exceed 10% of the total price for contracts less than \$20,000 or 5% for contracts equal to or in excess of \$20,000.** In some cases for smaller repair projects, the contractor may not seek any progress payments but simply require the balance of the contract price, after the deposit, to be paid in one lump sum at the end of the job.

Where the payment arrangements in the Contract Schedule include payment by instalments (i.e. progress payments), the payments must be directly related to, and not in advance of, progress of the contract work on site (i.e. when 50% of the work has been completed, you should not be required to pay more than 50% of the total contract price). Prepayment or over payment of contract instalments may reduce the protection available to you under the Queensland Home Warranty Scheme. In all cases, whatever payment arrangements are agreed, you should not make the final payment until you have inspected the work and verified that all of the contract work has been performed.

THE 'COOLING-OFF' PERIOD

Obviously it is advisable not to sign any contract before you have read it carefully and obtained formal legal advice on any matters of concern. The DBC Act does, however, provide home owners, in most cases, with the protection of a cooling-off period. **Under s.72 of the DBC Act you may withdraw from the contract within 5 business days of receiving from the contractor a copy of both the signed contract and this BSA-approved Contract Information Statement.** (There are some exceptions to this entitlement e.g. if you and the contractor have had a previous, similar contract relating to the same property or you received legal advice about the contract before signing).

Once the contract is made, the contractor has 5 business days in which to provide you with copies of both the signed contract and the Contract Information Statement. If after the expiry of the 5 business days you have still not received your copies of both these documents, then you may withdraw at any time after that.

How to withdraw

Under the DBC Act you may withdraw from the Natural Disaster Repairs Contract during the cooling-off period by providing a signed and dated written notice to the contractor stating that you are withdrawing under s.72 of the DBC Act. You do not need to give a reason for your withdrawal but there is a cost to you if you exercise these cooling-off rights. The contractor is entitled to be paid (or to retain if you have already paid a deposit) an amount equal to \$100 plus any out-of-pocket expenses reasonably incurred up to the date of withdrawal.

The DBC Act provides home owners with the ability to waive their right to withdraw from a repair contract by giving a waiver notice to the contractor. In the wake of natural disasters contractors may suggest you waive your cooling-off period rights to "save time". **BSA strongly recommends, however, that because home owners are particularly disadvantaged and vulnerable after a natural disaster it is especially important in such circumstances that you preserve your cooling-off rights.**

APPROVAL OF PLANS

Most substantial domestic building work (especially if it has structural implications) will require building approval; minor repairs may not. If you are unsure whether building approval is required, check with your local government Building Section or a Private Certifier. Approvals for building work must be obtained from a Building Certifier licensed by BSA. (Check their licence by phoning BSA on 1300 272 272 or by visiting the Online Licence Search facility on BSA's website at www.bsa.qld.gov.au).

INSURANCE

Insurance of the work and site during construction

It is very important that you contact your home property insurer before contracting for any repair work to check your insurance entitlements and ensure that your existing insurance policy (including Public Liability cover) will be operative while the repairs are occurring. Before any work commences you should also check with your contractor to ensure they have taken out the appropriate construction insurance (including for Contract Works and Public Liability) – the Natural Disaster Repairs Contract requires the contractor to provide written evidence of this cover.

Queensland Home Warranty Scheme

For almost all *residential construction work* valued at more than \$3,300, the Queensland Home Warranty Scheme provides protection to home owners against non-completion, defective work or subsidence for up to 6 years from Practical Completion provided a licensed contractor performs the work. Further details of the insurance cover are provided in the policy booklet.

The contractor is required to pay the insurance premium to BSA before plans can be approved by a Building Certifier. You should receive a Certificate of Insurance and a policy booklet from BSA within 2 weeks of payment by the contractor. If the Notified Contract Value shown on the Certificate of Insurance differs from that on your contract you should notify BSA to amend your insurance cover.

DURING CONSTRUCTION

VARIATIONS

A change to the work covered by the original contract – which may involve an increase, reduction or substitution in the work – is generally known as a 'variation'. Failure by the home owner or the contractor to agree on and fully document variations is a common cause of costly building disputes.

If you wish to request a variation, you should put your request in writing to the contractor accompanied by a full description and, if appropriate, drawings/specifications. **The contractor must record any agreed variations in writing** (even if the variation is initiated by you) as soon as practicable and, if the variation means additional work, it is to be done **before the variation work is carried out. The DBC Act sets out particular content requirements for a variation document which are satisfied by the BSA Form 4 Variation Document** included in BSA's Natural Disaster Repairs Contract pack. This Form should be used to record any variation, whether requested by you or the contractor. Under this contract, the contractor cannot seek payment for a variation until the variation has been authorised by you and the variation work has been completed.

The contractor must give you a copy of the variation document (i.e. the BSA Form 4) as soon as practicable but **within 5 business days of when the variation is agreed to**. An exception is where the variation is for domestic building work that is required to be carried out urgently and it is not reasonably practicable, in the particular circumstances, to produce a variation document before carrying out the work. This should be rare.

BUILDING INSPECTIONS

If mandatory building inspections are required for your building repairs (if in doubt check with your local government Building Section or a Private Certifier), they must be carried out by a BSA-licensed Building Certifier. If the contractor has engaged the certifier, the contractor must provide you with a copy of each certificate of inspection as soon as practicable after the contractor receives the certificate from the certifier.

ACCESS TO THE SITE

You (or a person authorised by you) are entitled to reasonable access to the site to view the contract work under the contractor's supervision but you must not interfere with the work or you may be liable for any additional costs or delays resulting from your interference.

DISPUTE PREVENTION

There are many causes of disputes between home owners and contractors. Apart from faulty workmanship, the most common causes of disputes relate to poor communication and inadequate or inaccurate documentation.

A key step in preventing disputes is to ensure that you carefully read and fully understand the contract before signing it and seek legal advice if you have concerns about any of the provisions. **Make sure that the contract documents**, including any plans and specifications, **fully detail all aspects of your agreement with the contractor** regarding the repair work to be performed. Maintain good communication with the contractor and monitor progress of the work while being careful not to interfere.

LIQUIDATED DAMAGES (LDs)

This term refers to an amount per day written into the contract by the owner that is intended to compensate the owner for any costs/losses they are likely to suffer if the work is not completed by the contractor within the time allowed for in the contract. Normally liquidated damages would only be relevant to work which affects the occupancy of the home by the owner (or their tenants if it is a rental property).

You should discuss the appropriateness and amount of LDs with your contractor before signing the

contract. If liquidated damages are applicable to your repair work, it is important that you calculate and insert an appropriate amount in the space provided in the Contract Schedule. The calculation would typically include a daily allowance for any additional rent payable (if the project necessitates moving out), storage of furniture/personal effects, finance costs, etc. directly attributable to the delay in the contractor reaching Practical Completion. **If nothing is inserted in the relevant part of the Contract Schedule for the BSA Natural Disaster Repairs Contract, LDs of \$50.00 per day are deemed to apply** from the Date for Practical Completion (which may be legitimately extended under the contract due to unforeseen circumstances, such as abnormal wet weather, or variations approved by you).

UPON COMPLETION

Under the General Conditions of this contract the contractor is required to give you 3 business days notice of the date on which it is anticipated the contract work will reach Practical Completion (**NOTE:** Under the DBC Act, minor defects and minor omissions are allowed under the definition of 'Practical Completion'). On that date the contractor is required to meet you (or your authorised representative) on site to inspect the contract work and compile a BSA Form 5 *Defects Document* on which you should carefully record any agreed minor defects or minor omissions together with any minor defects and minor omissions which you believe exist but the contract does not. The contractor must state the date on which agreed minor defects or minor omissions will be addressed.

The contractor is then required to give you a Certificate of Practical Completion (there is no set BSA form for this) confirming that Practical Completion has been reached and then hand over the contract work to you at which time you should (if you agree that Practical Completion has been attained) give the final payment under the contract immediately to the contractor. You should not withhold this payment without first obtaining legal advice or you could be sued for breach of contract. There is provision in the General Conditions of this contract for you to dispute that Practical Completion has been reached.

DISPUTE RESOLUTION

ADVISE THE CONTRACTOR

The contractor is generally responsible for rectification of defective work while the contract work is being carried out and during the defects liability period of 6 months from Practical Completion. If you experience problems during this period you should first convey your concern to the contractor in writing asking the

contractor to address the matter within a reasonable time frame (say 10 to 14 days) and provide you with a written response. Ensure you date, sign and retain a copy of your letter/s and the responses from the contractor.

CONTACT BSA

BSA has no jurisdiction to become involved in disputes during construction where a valid contract still exists. If the problem persists beyond the 6 month defect liability period, or if the contractor is no longer in business, or the issue is an unresolved major defect affecting the structural integrity of the property, you should refer the matter promptly to BSA using the Complaint Form on the BSA website.

After you have completed and lodged a BSA Complaint Form with supporting documentation, a BSA technical representative may meet you and your contractor on site to inspect the work and make a determination as to who is responsible for the defects. Where appropriate, BSA may direct your contractor to rectify any defects or complete the contract work in which case you must allow the contractor reasonable access to the site.

QLD CIVIL AND ADMINISTRATIVE TRIBUNAL (QCAT)

You are also entitled to take any disputes in relation to your domestic building project to the QCAT. The QCAT provides cost effective resolution for domestic building disputes, particularly those of a contractual nature. Further information about the QCAT and its procedures can be obtained by visiting www.qcat.qld.gov.au or calling 1300 753 228.

OTHER OPTIONS

Depending on the terms of the contract, other legal options or remedies may be available to you, including:

Liquidated Damages

Under the BSA Natural Disaster Repairs Contract your rights to LDs will depend on what has been agreed and written into the relevant section of the Contract Schedule. As mentioned earlier, a default

provision of \$50 per day applies to this contract.

Contract Termination

Under certain circumstances you may have the right to terminate the contract. These situations are generally summarised in Conditions 19 and 20 of the BSA Natural Disaster Repairs Contract. **Formal legal advice is essential if you are considering ending the contract for any reason.** If you improperly terminate the contract, you may create serious difficulties for yourself and prejudice your protection under the Queensland Home Warranty Scheme).

Court Action

As an alternative to the QCAT, you may be able to take action in an appropriate court.

BSA recommends that you obtain formal legal advice before exploring the options listed above.

AFTER MOVING IN

TERMITE PROTECTION

Certain types of repair work may involve the need for termite protection. Discuss the termite management options with your contractor and be sure to observe the maintenance requirements for whatever method is used. For more information on this subject, read the relevant Fact Sheets on the BSA website Home Page under the heading "Homeowners".

STATUTORY WARRANTIES

The DBC Act provides home owners with a number of Statutory Warranties that are **stated in Condition 2 of the General Conditions** of the BSA Natural Disaster Repairs Contract. You should carefully read these warranties before signing the contract.

OWNER'S ACKNOWLEDGMENT

Please sign and date below to confirm receipt of this Contract Information Statement.

Dated the day of 20__

.....
Contractor's Signature

.....
Owner's Signature

.....
Contractor's Name (PRINT)

.....
Owner's Name (PRINT)

NOTE TO CONTRACTOR:

You should retain a copy of this Contract Information Statement, especially this signed acknowledgment page, as proof that you have met your obligation under the DBC Act to provide the owner with a BSA-approved Contract Information Statement.

GENERAL CONDITIONS OF BSA NATURAL DISASTER REPAIRS CONTRACT

1. PERFORMANCE AND PAYMENT

The Contractor shall perform the **Contract Work** in compliance with the provisions of this Contract from the **Date for Commencement**. The Contractor warrants that all drawings and specifications provided to the Owner by the Contractor have been or will be prepared with reasonable skill and care but the Contractor does not give any such warranty in respect of drawings and specifications provided by or on behalf of the Owner.

The Contractor shall, unless this Contract expressly provides otherwise, supply at the Contractor's cost and expense, everything necessary for the performance of the **Contract Work** and achieve **Practical Completion** of the Contract Work by the **Date for Practical Completion**. The Owner shall pay the Contractor the **Total Price** in accordance with this Contract.

2. WARRANTIES UNDER THE DOMESTIC BUILDING CONTRACTS ACT 2000 (the 'DBC Act')

To the extent required by the DBC Act, the Contractor warrants that:

- (a) the **Contract Work** will be carried out in an appropriate and skilful way and with reasonable care and skill;
- (b) all materials supplied will be new (unless stated otherwise in the Contract), good quality and suitable for the purpose for which they are used;
- (c) the **Contract Work** will be carried out in accordance with all relevant laws and legal requirements, including the *Building Act 1975*, and in accordance with the plans, specifications and other contract documents;
- (d) the detached dwelling or home will be reasonably suitable for habitation when the **Contract Work** is finished; and
- (e) any **Provisional Sums** included in the Contract have been calculated with reasonable care and skill.

3. EVIDENCE OF TITLE, BOUNDARIES AND CAPACITY TO PAY

The Owner must provide the Contractor with evidence satisfactory to the Contractor of the Owner's title to, and the boundaries and position of, the **Site** and the Owner's capacity to pay the **Total Price**.

Where this Contract is subject to Finance Approval, if the Owner fails to give the Contractor written notice, on or before the Finance Approval Date, that

the Owner has obtained Finance Approval on terms satisfactory to the Owner, this Contract is at an end.

If this Contract is ended under this Condition, the Contractor must immediately refund to the Owner any deposit or other money paid by the Owner to the Contractor less any fees, costs and expenses incurred by the Contractor with the Owner's express consent.

4. BUILDING APPROVALS

Unless otherwise agreed in writing, the Contractor shall obtain all permissions, consents or approvals required in connection with the commencement and completion of the **Contract Work**.

Where the Contractor is the party responsible for lodging the plans, the Contractor must lodge the plans for approval within 10 **business days** of the Owner satisfying all of its obligations under Condition 3.

5. OWNER TO EFFECT INSURANCES

The Owner shall effect and maintain during the Contract, House and Contents Insurance (including appropriate Public Liability cover) upon usual and reasonable terms for the existing structure and its contents. Evidence of such insurance shall be provided if requested by the Contractor.

6. CONTRACTOR TO EFFECT INSURANCES

The Contractor must, at its cost, effect and maintain during the course of the Contract the following insurances:

- a) all insurances required to comply with the *Workers' Compensation and Rehabilitation Act 2003*;
- b) all insurances required to comply with the *Queensland Building Services Authority Act 1991*; and
- c) Contract Works insurance for the full insurable value of the **Contract Work** and Public Liability insurance for not less than 5 million dollars, both until 4pm on the **Date of Practical Completion**, with a reputable and financially sound insurer upon usual and reasonable terms which name or include as an insured the Owner and the Contractor for their respective rights.

Prior to commencement of the **Contract Work**, or upon request by the Owner, the Contractor must provide to the Owner written evidence that the Contract Works and Public Liability insurances

required under this Condition are current.

7. THE CONTRACTOR'S INDEMNITY IN FAVOUR OF THE OWNER

The Contractor shall indemnify the Owner against any liability for loss, damage, injury or death arising out of the work under this Contract except where such loss, damage, injury or death is caused by an act or omission of the Owner.

8. WORKPLACE HEALTH AND SAFETY

The Contractor shall comply with all applicable requirements of the *Workplace Health and Safety Act 1995*.

9. CARE OF THE WORK

The Contractor shall be responsible for the care of the **Contract Work** until **Practical Completion** and shall promptly make good loss or damage to the **Contract Work** caused by an act, neglect or default of the Contractor or the Contractor's employees, agents or sub-contractors.

10. PAYMENT

The Contractor is entitled to claim a progress payment when the Contractor has achieved completion of each of the stages set out in Schedule Item 7 which claim shall consist of the value of any completed authorised variations together with the relevant percentage of the Lump Sum component and the value of any **Prime Cost Items** installed and contract services covered by **Provisional Sums** which have been wholly or partly completed. The Owner shall pay the Contractor in accordance with the payment arrangements set out in Schedule Item 7.

If the Owner disputes any portion of a progress claim the Owner shall pay the undisputed portion of the claim and advise the Contractor of the basis of their dispute in BSA Form 3 *Notice of Dispute of Progress Claim*. If the Owner fails to pay a valid payment claim, or the undisputed portion of a claim, in accordance with this Condition the Owner shall pay interest on overdue payments at the rate set out in Schedule Item 8 with the maximum rate being 12% p.a.

11. ACCESS

The Owner shall give the Contractor access to the **Site** as necessary to enable performance of this Contract. The Contractor does not, by virtue of this Contract, acquire any interest in the **Site**. The Contractor must permit the Owner, or a person authorised by the Owner, to have reasonable access to the **Site**, under the Contractor's supervision, to inspect the **Contract Work**.

12. VARIATIONS

This Contract may be varied by changes to the **Contract Work** (including additions, omissions, substitutions or as a consequence of any **Latent Conditions**) which must be recorded by the Contractor in the BSA Form 4 *Variation Document* for this Contract and copied to the Owner within 5 **business days** of the Owner agreeing to the variation.

If the variation involves additional work it must be documented before the work is carried out. The Contractor may claim payment for any variation at the next progress payment stage detailed in Schedule Item 7 following the completion of the work comprising the variation.

13. LATENT CONDITIONS

On becoming aware of any **Latent Condition**, the Contractor must give the Owner written notice of the **Latent Condition** in BSA Form 4 *Variation Document*.

14. EXTENSIONS OF TIME

If the Contractor wishes to claim an extension of time of the **Date for Practical Completion** the Contractor must give the Owner within 10 **business days** of the occurrence of the relevant cause of delay a BSA Form 1 *Extension of Time Claim and Owner's Response to Claim* with the particulars, including the cause of the delay and the extension claimed, completed.

If the Owner fails within 10 **business days** of receiving the Contractor's claim to return to the Contractor the said BSA Form 1 *Extension of Time Claim and Owner's Response to Claim* either agreeing to the extension of time claimed or giving reasons for the rejection of the whole or part of the said claim, the said extension of time claim will be deemed to be disputed.

15. PRACTICAL COMPLETION

The Contractor must give to the Owner 3 **business days** prior written notice of the date upon which the Contractor anticipates that the **Contract Work** will reach **Practical Completion**.

On the date specified in that notice as the anticipated date on which the **Contract Work** will reach **Practical Completion**, the Owner or the Owner's authorised representative will inspect the **Contract Work** and if satisfied that the **Contract Work** has reached **Practical Completion**, and if the Contractor produces to the Owner satisfactory evidence that all relevant inspections and approvals required by the *Sustainable Planning Act 2009* and the *Building Act 1975* and by any body having the relevant jurisdiction have been satisfactorily completed, the Contractor must:

(a) compile with the Owner, or the Owner's authorised representative, and sign the BSA Form 5 *Defects Document* and give a copy to the Owner; and

(b) give the Owner a Certificate of **Practical Completion** stating that date as the **Date of Practical Completion**; and

(c) hand over the **Contract Work** to the Owner.

If the Owner considers that the **Contract Work** has not reached **Practical Completion** the Owner must give the Contractor written notice of those matters which are required to be done for the **Contract Work** to reach **Practical Completion**. The Contractor must carry out such matters as may be necessary for the **Contract Work** to reach **Practical Completion** and must otherwise proceed in accordance with the preceding paragraph.

16. LIQUIDATED DAMAGES

If the Contractor fails to achieve **Practical Completion** of the **Contract Work** by the **Date for Practical Completion**, then the Contractor must pay to the Owner liquidated damages calculated at the rate provided in Schedule Item 9. If Schedule Item 9 is left blank, a default amount of \$50 per day shall be deemed to apply.

17. DEFECTS AFTER PRACTICAL COMPLETION

The Contractor shall make good any defects or omissions in the **Contract Work** which become apparent within 6 months of the **Date of Practical Completion** without cost to the Owner.

If there are any such defects or omissions, the Owner shall give the Contractor written notice to make good such defects or omissions as soon as possible and within that 6 month period and shall give the Contractor reasonable access for that purpose. The Contractor shall make good such defects or omissions promptly.

This clause shall not exclude the Contractor from any liability otherwise arising pursuant to this Contract or under the *Queensland Building Services Authority Act 1991*.

18. DISPUTE RESOLUTION

Any dispute between the Owner and the Contractor arising under or in connection with the Contract shall be referred to the Queensland Civil and Administrative Tribunal (QCAT). Notwithstanding any dispute, the Contractor must proceed with the **Contract Work**.

19. TERMINATION FOR SUBSTANTIAL BREACH

If either party is in **Substantial Breach** of the Contract, the party not in breach may give the other party a written request to remedy that breach.

If the **Substantial Breach** is not remedied within 7 **business days** of receipt of the written request to remedy the breach, the party not in breach may end this Contract by giving written notice to that effect. The right to terminate under this Condition is in addition to any other powers, rights or remedies the terminating party may have.

20. TERMINATION FOR INSOLVENCY

Notwithstanding Condition 19, should either party become **insolvent** then the other party may, by giving a written notice, immediately terminate the Contract.

21. NOTICES

Any notice under the Contract must, unless otherwise stated, be given in writing and delivered by hand, prepaid post or facsimile to the party to whom the notice is to be given at the address stated in the Schedule, or such other address as is subsequently provided in writing to the other party.

Any notice sent by post is deemed to be given at the time when by the ordinary course of post it would have been delivered.

Any notice sent by facsimile is deemed to be given at the time when a valid transmission report is received by the sender.

22. DEFINITIONS

(a) Expressions defined or explained in the Contract Schedule shall have the meaning so defined or explained;

(b) "**Business day**" means a day that is not a Saturday or Sunday or a public holiday, special holiday or bank holiday in Queensland;

(c) "**Contract Work**" means all the work and supply of materials necessary for, and incidental to, the performance of the Contract in accordance with its terms;

(d) "**Date for Commencement**" means the latest of:

(i) the date specified in Schedule Item 5; or

(ii) 10 business days after the issue of duly approved plans for the Contract Work; or

(iii) 10 business days after the receipt by the contractor of evidence satisfactory to the Contractor of the Owner's title to the Site and capacity to pay the Total Price.

(e) "**Date for Practical Completion**" means the date stated or calculated in accordance with Schedule Item 5, or as extended under Condition 14, when the Contract Work is to reach Practical Completion;

(f) "**Date of Practical Completion**" means the date the Contract Work has reached Practical Completion;

(g) **“Insolvent”** means a party:

- (i) becomes bankrupt, or enters into a Part X agreement under the *Bankruptcy Act* or makes an assignment of their estate for the benefit of that party’s creditors; or
- (ii) being a company, enters into administration, receivership, provisional liquidation or liquidation.

(h) **“Latent Condition”** means any physical condition affecting the Site which differs substantially from the physical condition which could reasonably be expected by the Contractor at the time of entering into the Contract, if the Contractor had conducted all reasonable inspections of the Site and its surrounding areas and obtained any necessary reports, including foundations data;

(i) **“Practical Completion”** means the date upon which the Contract Work is complete in accordance with the Contract, apart from minor omissions and minor defects;

(j) **“Prime Cost Item”** means an item such as a fixture or fittings (e.g. tiles or tap fittings) –

- (i) that has not been selected, or the price of which is not known, when the Contract is entered into; and
- (ii) for the cost of supply and delivery of which a reasonable allowance is, or is to be, made in the Contract by the Contractor.

(k) **“Provisional Sum”** means an amount that is an estimate of the cost of providing particular contracted services (including materials) for which the Contractor, after making all reasonable enquiries, cannot state a definite amount when the contract is entered into (e.g. the removal of asbestos materials);

(l) **“Site”** means the site described in Schedule Item 3 of the Contract;

(m) **“Substantial Breach”** by the Owner includes but is not limited to:

- (i) Failure to produce evidence satisfactory to the Contractor of the Owner’s title to the Site or capacity to pay the Total Price;
- (ii) Failure to pay any money due and owing to the Contractor within 5 business days of the date for payment; and
- (iii) Substantially or persistently obstructing the Contractor in the performance of the Contract Work.

(n) **“Substantial Breach”** by the Contractor includes but is not limited to:

- (i) Failure to perform the Contract Work competently;
- (ii) Failure to provide materials which comply with the Contract;
- (iii) Unreasonably failing to perform the Contract Work diligently, or unreasonably delaying, suspending or failing to maintain reasonable progress;
- (iv) Failure to effect or maintain any insurance required by the Contract; and
- (v) Failure to hold the current, active and appropriate licence necessary to complete the Contract Work.

(o) **“Total Price”** means the full price payable under the Contract for the Contract Work, including the Lump Sum amount and amounts payable for any Prime Cost Items, Provisional Sums and authorised variations.

CONTACT LIST

The contact list below is provided to enable you to conveniently record the names and contact details of people and organisations important to your project. Make sure you keep copies of all important papers regarding your project in a safe place.

	Name	Contact Details
Contractor		Ph.
		Fax
		Email
Site Supervisor		Ph.
		Fax
		Email
Building Certifier		Ph.
		Fax
		Email
Local Government		Ph.
		Fax
		Email
Solicitor		Ph.
		Fax
		Email
Building Designer		Ph.
		Fax
		Email
Finance Provider		Ph.
		Fax
		Email
Insurance Company		Ph.
		Fax
		Email
Neighbours (if relevant)		Ph.
		Fax
		Email
Building Consultant		Ph.
		Fax
		Email



GPO Box 5099
Brisbane QLD 4001

1 300 272 272

www.bsa.qld.gov.au



Natural Disaster Repairs Contract

NOTE: This Contract is strictly intended for repairs to a home, duplex or home unit arising from a natural disaster (e.g. a flood, severe storm or cyclone, etc.). For more routine repairs or renovations the normal BSA Contract for renovations, extensions and repairs is recommended. **This Contract must NOT be used for the construction or rebuilding of an entire home.**

DISCLAIMER: It is important that you satisfy yourself (and if necessary seek formal legal advice) that this contract is appropriate for your particular domestic building repairs. The Contract Information Statement included in this Contract Pack is only to be used in conjunction with the BSA Natural Disaster Repairs Contract. It contains information of a general nature and should not be interpreted or relied upon as providing specific legal advice. For legal advice on your particular circumstances you should consult a practising solicitor.

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GENERAL CONDITIONS OF BSA NATURAL DISASTER REPAIRS CONTRACT

1. PERFORMANCE AND PAYMENT

The Contractor shall perform the **Contract Work** in compliance with the provisions of this Contract from the **Date for Commencement**. The Contractor warrants that all drawings and specifications provided to the Owner by the Contractor have been or will be prepared with reasonable skill and care but the Contractor does not give any such warranty in respect of drawings and specifications provided by or on behalf of the Owner.

The Contractor shall, unless this Contract expressly provides otherwise, supply at the Contractor's cost and expense, everything necessary for the performance of the **Contract Work** and achieve **Practical Completion** of the Contract Work by the **Date for Practical Completion**. The Owner shall pay the Contractor the **Total Price** in accordance with this Contract.

2. WARRANTIES UNDER THE DOMESTIC BUILDING CONTRACTS ACT 2000 (the 'DBC Act')

To the extent required by the DBC Act, the Contractor warrants that:

- (a) the **Contract Work** will be carried out in an appropriate and skilful way and with reasonable care and skill;
- (b) all materials supplied will be new (unless stated otherwise in the Contract), good quality and suitable for the purpose for which they are used;
- (c) the **Contract Work** will be carried out in accordance with all relevant laws and legal requirements, including the *Building Act 1975*, and in accordance with the plans, specifications and other contract documents;
- (d) the detached dwelling or home will be reasonably suitable for habitation when the **Contract Work** is finished; and
- (e) any **Provisional Sums** included in the Contract have been calculated with reasonable care and skill.

3. EVIDENCE OF TITLE, BOUNDARIES AND CAPACITY TO PAY

The Owner must provide the Contractor with evidence satisfactory to the Contractor of the Owner's title to, and the boundaries and position of, the **Site** and the Owner's capacity to pay the **Total Price**.

Where this Contract is subject to Finance Approval, if the Owner fails to give the Contractor written notice, on or before the Finance Approval Date, that

the Owner has obtained Finance Approval on terms satisfactory to the Owner, this Contract is at an end.

If this Contract is ended under this Condition, the Contractor must immediately refund to the Owner any deposit or other money paid by the Owner to the Contractor less any fees, costs and expenses incurred by the Contractor with the Owner's express consent.

4. BUILDING APPROVALS

Unless otherwise agreed in writing, the Contractor shall obtain all permissions, consents or approvals required in connection with the commencement and completion of the **Contract Work**.

Where the Contractor is the party responsible for lodging the plans, the Contractor must lodge the plans for approval within 10 **business days** of the Owner satisfying all of its obligations under Condition 3.

5. OWNER TO EFFECT INSURANCES

The Owner shall effect and maintain during the Contract, House and Contents Insurance (including appropriate Public Liability cover) upon usual and reasonable terms for the existing structure and its contents. Evidence of such insurance shall be provided if requested by the Contractor.

6. CONTRACTOR TO EFFECT INSURANCES

The Contractor must, at its cost, effect and maintain during the course of the Contract the following insurances:

- a) all insurances required to comply with the *Workers' Compensation and Rehabilitation Act 2003*;
- b) all insurances required to comply with the *Queensland Building Services Authority Act 1991*; and
- c) Contract Works insurance for the full insurable value of the **Contract Work** and Public Liability insurance for not less than 5 million dollars, both until 4pm on the **Date of Practical Completion**, with a reputable and financially sound insurer upon usual and reasonable terms which name or include as an insured the Owner and the Contractor for their respective rights.

Prior to commencement of the **Contract Work**, or upon request by the Owner, the Contractor must provide to the Owner written evidence that the Contract Works and Public Liability insurances required under this Condition are current.

7. THE CONTRACTOR'S INDEMNITY IN FAVOUR OF THE OWNER

The Contractor shall indemnify the Owner against any liability for loss, damage, injury or death arising out of the work under this Contract except where such loss, damage, injury or death is caused by an act or omission of the Owner.

8. WORKPLACE HEALTH AND SAFETY

The Contractor shall comply with all applicable requirements of the *Workplace Health and Safety Act 1995*.

9. CARE OF THE WORK

The Contractor shall be responsible for the care of the **Contract Work** until **Practical Completion** and shall promptly make good loss or damage to the **Contract Work** caused by an act, neglect or default of the Contractor or the Contractor's employees, agents or sub-contractors.

10. PAYMENT

The Contractor is entitled to claim a progress payment when the Contractor has achieved completion of each of the stages set out in Schedule Item 7 which claim shall consist of the value of any completed authorised variations together with the relevant percentage of the Lump Sum component and the value of any **Prime Cost Items** installed and contract services covered by **Provisional Sums** which have been wholly or partly completed. The Owner shall pay the Contractor in accordance with the payment arrangements set out in Schedule Item 7.

If the Owner disputes any portion of a progress claim the Owner shall pay the undisputed portion of the claim and advise the Contractor of the basis of their dispute in BSA Form 3 *Notice of Dispute of Progress Claim*. If the Owner fails to pay a valid payment claim, or the undisputed portion of a claim, in accordance with this Condition the Owner shall pay interest on overdue payments at the rate set out in Schedule Item 8 with the maximum rate being 12% p.a.

11. ACCESS

The Owner shall give the Contractor access to the **Site** as necessary to enable performance of this Contract. The Contractor does not, by virtue of this Contract, acquire any interest in the **Site**. The Contractor must permit the Owner, or a person authorised by the Owner, to have reasonable access to the **Site**, under the Contractor's supervision, to inspect the **Contract Work**.

12. VARIATIONS

This Contract may be varied by changes to the **Contract Work** (including additions, omissions, substitutions or as a consequence of any **Latent Conditions**) which must be recorded by the Contractor in the BSA Form 4 *Variation Document* for this Contract and copied to the Owner within 5 **business days** of the Owner agreeing to the variation.

If the variation involves additional work it must be documented before the work is carried out. The Contractor may claim payment for any variation at the next progress payment stage detailed in Schedule Item 7 following the completion of the work comprising the variation.

13. LATENT CONDITIONS

On becoming aware of any **Latent Condition**, the Contractor must give the Owner written notice of the **Latent Condition** in BSA Form 4 *Variation Document*.

14. EXTENSIONS OF TIME

If the Contractor wishes to claim an extension of time of the **Date for Practical Completion** the Contractor must give the Owner within 10 **business days** of the occurrence of the relevant cause of delay a BSA Form 1 *Extension of Time Claim and Owner's Response to Claim* with the particulars, including the cause of the delay and the extension claimed, completed.

If the Owner fails within 10 **business days** of receiving the Contractor's claim to return to the Contractor the said BSA Form 1 *Extension of Time Claim and Owner's Response to Claim* either agreeing to the extension of time claimed or giving reasons for the rejection of the whole or part of the said claim, the said extension of time claim will be deemed to be disputed.

15. PRACTICAL COMPLETION

The Contractor must give to the Owner 3 **business days** prior written notice of the date upon which the Contractor anticipates that the **Contract Work** will reach **Practical Completion**.

On the date specified in that notice as the anticipated date on which the **Contract Work** will reach **Practical Completion**, the Owner or the Owner's authorised representative will inspect the **Contract Work** and if satisfied that the **Contract Work** has reached **Practical Completion**, and if the Contractor produces to the Owner satisfactory evidence that all relevant inspections and approvals required by the *Sustainable Planning Act 2009* and the *Building Act 1975* and by any body having the relevant jurisdiction have been satisfactorily completed, the Contractor must:

(a) compile with the Owner, or the Owner's authorised representative, and sign the BSA Form 5 *Defects Document* and give a copy to the Owner; and

(b) give the Owner a Certificate of **Practical Completion** stating that date as the **Date of Practical Completion**; and

(c) hand over the **Contract Work** to the Owner.

If the Owner considers that the **Contract Work** has not reached **Practical Completion** the Owner must give the Contractor written notice of those matters which are required to be done for the **Contract Work** to reach **Practical Completion**. The Contractor must carry out such matters as may be necessary for the **Contract Work** to reach **Practical Completion** and must otherwise proceed in accordance with the preceding paragraph.

16. LIQUIDATED DAMAGES

If the Contractor fails to achieve **Practical Completion** of the **Contract Work** by the **Date for Practical Completion**, then the Contractor must pay to the Owner liquidated damages calculated at the rate provided in Schedule Item 9. If Schedule Item 9 is left blank, a default amount of \$50 per day shall be deemed to apply.

17. DEFECTS AFTER PRACTICAL COMPLETION

The Contractor shall make good any defects or omissions in the **Contract Work** which become apparent within 6 months of the **Date of Practical Completion** without cost to the Owner.

If there are any such defects or omissions, the Owner shall give the Contractor written notice to make good such defects or omissions as soon as possible and within that 6 month period and shall give the Contractor reasonable access for that purpose. The Contractor shall make good such defects or omissions promptly.

This clause shall not exclude the Contractor from any liability otherwise arising pursuant to this Contract or under the *Queensland Building Services Authority Act 1991*.

18. DISPUTE RESOLUTION

Any dispute between the Owner and the Contractor arising under or in connection with the Contract shall be referred to the Queensland Civil and Administrative Tribunal (QCAT). Notwithstanding any dispute, the Contractor must proceed with the **Contract Work**.

19. TERMINATION FOR SUBSTANTIAL BREACH

If either party is in **Substantial Breach** of the Contract, the party not in breach may give the other party a written request to remedy that breach.

If the **Substantial Breach** is not remedied within 7 **business days** of receipt of the written request to remedy the breach, the party not in breach may end this Contract by giving written notice to that effect. The right to terminate under this Condition is in addition to any other powers, rights or remedies the terminating party may have.

20. TERMINATION FOR INSOLVENCY

Notwithstanding Condition 19, should either party become **insolvent** then the other party may, by giving a written notice, immediately terminate the Contract.

21. NOTICES

Any notice under the Contract must, unless otherwise stated, be given in writing and delivered by hand, prepaid post or facsimile to the party to whom the notice is to be given at the address stated in the Schedule, or such other address as is subsequently provided in writing to the other party.

Any notice sent by post is deemed to be given at the time when by the ordinary course of post it would have been delivered.

Any notice sent by facsimile is deemed to be given at the time when a valid transmission report is received by the sender.

22. DEFINITIONS

(a) Expressions defined or explained in the Contract Schedule shall have the meaning so defined or explained;

(b) "**Business day**" means a day that is not a Saturday or Sunday or a public holiday, special holiday or bank holiday in Queensland;

(c) "**Contract Work**" means all the work and supply of materials necessary for, and incidental to, the performance of the Contract in accordance with its terms;

(d) "**Date for Commencement**" means the latest of:

(i) the date specified in Schedule Item 5; or

(ii) 10 business days after the issue of duly approved plans for the Contract Work; or

(iii) 10 business days after the receipt by the Contractor of evidence satisfactory to the Contractor of the Owner's title to the Site and capacity to pay the Total Price.

(e) "**Date for Practical Completion**" means the date stated or calculated in accordance with Schedule Item 5, or as extended under Condition 14, when the Contract Work is to reach Practical Completion;

(f) "**Date of Practical Completion**" means the date the Contract Work has reached Practical Completion;

(g) **“Insolvent”** means a party:

- (i) becomes bankrupt, or enters into a Part X agreement under the *Bankruptcy Act* or makes an assignment of their estate for the benefit of that party’s creditors; or
- (ii) being a company, enters into administration, receivership, provisional liquidation or liquidation.

(h) **“Latent Condition”** means any physical condition affecting the Site which differs substantially from the physical condition which could reasonably be expected by the Contractor at the time of entering into the Contract, if the Contractor had conducted all reasonable inspections of the Site and its surrounding areas and obtained any necessary reports, including foundations data;

(i) **“Practical Completion”** means the date upon which the Contract Work is complete in accordance with the Contract, apart from minor omissions and minor defects;

(j) **“Prime Cost Item”** means an item such as a fixture or fittings (e.g. tiles or tap fittings) –

- (i) that has not been selected, or the price of which is not known, when the Contract is entered into; and
- (ii) for the cost of supply and delivery of which a reasonable allowance is, or is to be, made in the Contract by the Contractor.

(k) **“Provisional Sum”** means an amount that is an estimate of the cost of providing particular contracted services (including materials) for which the Contractor, after making all reasonable enquiries, cannot state a definite amount when the contract is entered into (e.g. the removal of asbestos materials);

(l) **“Site”** means the site described in Schedule Item 3 of the Contract;

(m) **“Substantial Breach”** by the Owner includes but is not limited to:

- (i) Failure to produce evidence satisfactory to the Contractor of the Owner’s title to the Site or capacity to pay the Total Price;
- (ii) Failure to pay any money due and owing to the Contractor within 5 business days of the date for payment; and
- (iii) Substantially or persistently obstructing the Contractor in the performance of the Contract Work.

(n) **“Substantial Breach”** by the Contractor includes but is not limited to:

- (i) Failure to perform the Contract Work competently;
- (ii) Failure to provide materials which comply with the Contract;
- (iii) Unreasonably failing to perform the Contract Work diligently, or unreasonably delaying, suspending or failing to maintain reasonable progress;
- (iv) Failure to effect or maintain any insurance required by the Contract; and
- (v) Failure to hold the current, active and appropriate licence necessary to complete the Contract Work.

(o) **“Total Price”** means the full price payable under the Contract for the Contract Work, including the Lump Sum amount and amounts payable for any Prime Cost Items, Provisional Sums and authorised variations.

QUOTES AND CONTACTS

This page is designed to enable you to conveniently record quotes from key contractors and the contact details of people and organisations relevant to the Contract Work. Make sure you keep copies of all important papers (including copies of completed Forms, correspondence, written quotes, etc.) in a safe place.

QUOTES

CONTRACTOR	NAME AND QUOTE	CONTACT DETAILS
Building certifier		Ph.
		Fax.
		Licence no.
Asbestos/Rubbish removalist		Ph.
		Fax.
		Licence no.
Sanitary plumber		Ph.
		Fax.
		Licence no.
Roof plumber		Ph.
		Fax.
		Licence no.
Hygienist/Sanitiser		Ph.
		Fax.
		Qualification.
Electrician		Ph.
		Fax.
		Licence no.
Carpenter		Ph.
		Fax.
		Licence no.
Plasterer		Ph.
		Fax.
		Licence no.
Kitchen/Bathroom installer		Ph.
		Fax.
		Licence no.
Floor covering installer		Ph.
		Fax.
		Licence no.
Painter		Ph.
		Fax.
		Licence no.

CONTACTS

DESCRIPTION	NAME	CONTACT DETAILS
Insurance company/Finance provider for owner		Ph.
		Email.
Local Government		Ph.
		Email.
Other		Ph.
		Email.

GPO Box 5099
Brisbane QLD 4001

www.bsa.qld.gov.au

1300 272 272



SCHEDULE FOR BSA NATURAL DISASTER REPAIRS CONTRACT

NOTE: This Contract is strictly intended for repairs to a home, duplex or home unit arising from a natural disaster (e.g. a flood, severe storm or cyclone, etc.). For more routine repairs or renovations the normal BSA Contract for renovations, extensions and repairs is recommended. **This Contract must NOT be used for the construction or rebuilding of an entire home** (BSA's Major Works/Home Building Contract is intended for this purpose). For more information Owners should read the accompanying General Conditions and Contract Information Statement.

CONTRACT BETWEEN

1. THE CONTRACTOR (being a licensed contractor)

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

Licence number: _____

ABN _____

Business address: _____

Post Code: _____

Business Phone: _____

Home Phone: _____

Mobile Phone: _____

Fax: _____

Email: _____

The Contractor states that the Contract Work: *(Tick the appropriate box)*

- (i) arises from a natural disaster YES NO (If 'NO', this Contract should NOT be used) and
(ii) requires Building Approval YES NO

AND

2. THE OWNER

(WARNING: Do NOT engage an unlicensed contractor)

Owner's name/s: _____

Address: _____

Post Code: _____

Business Phone: _____

Home Phone: _____

Mobile Phone: _____

Fax: _____

Email: _____

The Owner states: *(Tick the appropriate box)*

- (i) they are a 'resident owner' (i.e. intend to live in the property within 6 months of completion of repairs): YES NO
(ii) they have checked the Contractor's licence YES NO

If you engage an unlicensed contractor your repairs may not be covered by BSA insurance.

NOTE TO OWNER RE "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** from the date you receive BOTH a signed copy of this Contract and a copy of the Contract Information Statement for the BSA Natural Disaster Repairs Contract.

3. FULL SITE ADDRESS OF REPAIR WORK

Site address: _____

Post Code: _____

Lot No. _____

RP No. _____

Local Govt. _____

4. BRIEF DESCRIPTION OF REPAIRS (Attach and refer to any plans and specifications)

All works needed to rectify damage caused by flood/storm/cyclone, INCLUDING:

- Remove/replace wall and ceiling linings
- Refit all mouldings and hang doors
- Other (specify) _____
- Paint and make good all flood/storm/cyclone affected interior/exterior surfaces

which works are identified in the attached plans and specifications numbered _____

but **EXCLUDING** (describe excluded work): _____

5. DATES - see General Conditions 1, 14 and 15

DATE FOR COMMENCEMENT - on/by: _____ / _____ / _____

A. Actual Construction Days required to perform repairs = _____ days

PLUS

B. Allowances for likely delays:

(i) Inclement weather = _____ days

(ii) Non-working days (including weekends, public holidays, Christmas closure, etc.) = _____ days

(iii) Other likely delays, if any (specify) _____ = _____ days

C. Total Construction Period (A + B above) = _____ days

DATE FOR PRACTICAL COMPLETION* - on/by: _____ / _____ / _____

***NOTE TO OWNER:** This date may be affected by extensions of time allowed under the Contract for unforeseen circumstances (e.g. abnormal wet weather) or approved variations.

6. FINANCE - see General Condition 3

This Contract is subject to Finance Approval: YES NO

Name and address of Finance Provider (if applicable): _____

Finance amount: \$ _____ Finance Approval Date (Deadline for Owner to obtain

and advise the Contractor in writing of Finance Approval): _____ / _____ / _____

NOTE TO OWNER: If you already have written confirmation of Finance Approval (e.g. from your insurer) and/or an Authority to Proceed with repairs, please attach a copy to this Schedule.

7. PAYMENT - see General Condition 10

A. TOTAL PRICE: \$ _____ (incl. Deposit and GST) comprised of:

(i) Lump Sum amount = \$ _____ (incl. GST); plus

(ii) Prime Cost Items* allowance (if any) = \$ _____ (incl. GST); plus

(iii) Provisional Sums* allowance (if any) = \$ _____ (incl. GST)

***NOTE:** These allowances (if any) must be listed in the Appendix following this Schedule.

PRICE CHANGE WARNING: The Total Price is subject to change in accordance with Conditions 10, 12, 13 and 16.

7. PAYMENT - see General Condition 10 (continued)**B. PAYMENT ARRANGEMENTS - The Total Price shall be paid as follows:**(i) **DEPOSIT** = \$ _____ (incl. GST) payable on signing of this Contract**NOTE:** If the Total Price is less than \$20,000 the maximum deposit allowed is 10%; if Total Price is \$20,000 or more, maximum deposit allowed is 5%.**PLUS**(ii) **ONE LUMP SUM PAYMENT** (Total Price - Deposit) payable at Practical Completion = \$ _____ (incl. GST)**OR**(iii) **PROGRESS PAYMENTS** (in addition to Deposit above) as detailed below

Description of Stage (stage payments due within 5 business days of receipt of valid claim)	% of Lump Sum	\$Amount (excl. payments for PC and PS items and agreed variations)
1.		\$
2.		\$
3.		\$
Practical Completion (payable at Practical Completion)		\$

NOTE TO OWNER: The stage payments detailed above only relate to the Lump Sum component of the Total Price. Payments for PC and PS items, and completed variation work, may also be payable at these stages in accordance with General Conditions 10 and as detailed in the BSA Form 2 *Progress Claim*.**NOTE TO CONTRACTOR:** Progress Payments must be directly related to progress of work on Site. If Total Price exceeds \$3300 you will likely be required to take out Queensland Home Warranty Insurance with BSA (Phone No: 1300 272 272)**8. INTEREST ON OVERDUE PAYMENTS - see General Condition 10**

Interest Rate on Overdue Payments _____ % p.a. (must not exceed 12% p.a., which rate shall apply if nothing is stated)

9. LIQUIDATED DAMAGES (LDs) - see General Condition 16

Agreed LDs amount: \$ _____ per day for each calendar day of delay beyond the Date for Practical Completion allowed for under this Contract (including adjustments due to valid extensions of time)

NOTE TO OWNER AND CONTRACTOR: You must discuss whether LDs apply to this repair project and insert either an amount per day or "NIL" if LDs do not apply. The LDs calculation would normally include such things as extra rental and storage costs, finance costs, etc. directly related to the delay. **If this space is left blank, a default amount of \$50 per day shall apply.****10. SIGNATURES**

Dated this _____ day of _____ 20 _____

Signed by Owner/s: _____ Signed by Contractor: _____

NOTE TO OWNER: The Contractor must give you a signed copy of this Contract, and all related documents (incl.any plans and specifications and the associated BSA Contract Information Statement), within 5 business days of both parties signing and before the Contract Work commences.



APPENDIX

Appendix No:

TO NATURAL DISASTER REPAIRS CONTRACT SCHEDULE

This Appendix forms part of BSA's Natural Disaster Repairs Contract and the allowances below are included in the Total Price:

PART A - ALLOWANCES FOR PRIME COST ITEMS (if any)

NOTE: For the definition of 'Prime Cost Item', refer to Condition 22 of the General Conditions of the Contract.

Detailed description of Prime Cost Item	Estimated quantity allowed for	Estimated \$ per item	Contractor's margin (10% if nothing stated)	Total Allowance
Total (transfer total to Item 7A of Contract Schedule)				\$

PART B - ALLOWANCES FOR PROVISIONAL SUMS (if any)

NOTE: For the definition of 'Provisional Sum', refer to Condition 22 of the General Conditions of the Contract.

Detailed description of Provisional Sum	Estimated quantity allowed for	Estimated \$ per item	Contractor's margin (10% if nothing stated)	Total Allowance
Total (transfer total to Item 7A of Contract Schedule)				\$

NOTE TO OWNER AND CONTRACTOR:

These allowances should be kept to a minimum to reduce uncertainty about the Total Price of the Contract.

When form completed, Contractor to retain original and give a legible copy to Owner.



FORM 1

EOT Claim No:
.....

EXTENSION OF TIME CLAIM AND OWNER'S RESPONSE TO CLAIM (Condition 14 of the General Conditions of the Natural Disaster Repairs Contract)

Note to Contractor: This blank form may be copied for multiple use. **You must attach any relevant supporting documents.**

To:

[insert name and address of Owner]

Regarding repairs at:

[insert site address]

The Contractor wishes to claim an extension of time of the Date for Practical Completion.

The cause of the delay in achieving Practical Completion is:

[Insert full description of cause of the delay]

The cause of the delay [tick whichever is applicable]

- is not a cause of delay listed in Schedule Item 5B.
- is a cause of delay listed in Schedule Item 5B, but the number of the days that the Contractor has actually been delayed is more than that stated in Schedule Item 5B.

The delay arose on:

[insert date]

The period of time that the Contractor wishes to claim an extension of the Date for Practical Completion is:

_____ business days.
[insert total number of business days]

Dated:

[insert date]

Signed by the Contractor or the Contractor's Representative:

[signature]

NOTE TO OWNER:

If you agree with the Contractor's claim for an extension, then the Date for Practical Completion will be extended by the amount claimed above by the Contractor. You should indicate your agreement by returning this form completed and signed to the Contractor. If you **do not** agree with all or part of the Contractor's claim for an extension of the Date for Practical Completion, you must give the Contractor this completed and signed form advising that you reject all or part of their claim and the reasons for rejection. **You must give this form to the Contractor within 10 business days** of receiving this form from the Contractor and **keep a copy**.

OWNER'S RESPONSE TO CLAIM

EOT Response No:
.....

Tick whichever is applicable

- The Owner agrees with the extension of time claim.
- The Owner rejects the extension of time claim.
- The Owner rejects part of the extension of time claim. The part of the claim rejected is _____ business days.

The reason/s for rejecting all or part of the extension of time claim is/are: _____

Dated: ____/____/____ Signed by the Owner/Owner's Representative _____

When form completed, Contractor to retain original and give a legible copy to Owner.



FORM 2

PROGRESS CLAIM

Progress Claim No: _____

(Condition 10 of the General Conditions of the Natural Disaster Repairs Contract)

NOTE TO CONTRACTOR: This blank form may be copied for multiple use.

To: _____

[insert name and address of Owner]

Regarding repairs at: _____

[insert site address]

The Contractor certifies that the Contract Work has reached the:

[The stage named must be a progress payment stage set out in Item 7 of the Contract Schedule.]

- | | |
|--------------------------------------|--------------------------------------|
| <input type="checkbox"/> _____ Stage | <input type="checkbox"/> _____ Stage |
| <input type="checkbox"/> _____ Stage | <input type="checkbox"/> _____ Stage |
| <input type="checkbox"/> _____ Stage | <input type="checkbox"/> _____ Stage |

The Contractor claims payment for:

1. the completion of Contract Work to the stage indicated above in the amount of: _____ \$

[insert the amount in figures and words]

NOTE: The percentage of the Total Price that can be claimed is set out at Item 7 of the Contract Schedule.

2. the following prime cost items in the following amounts: [delete this section if this claim does not include prime cost items]

- _____ \$
- _____ \$
- _____ \$

[insert description of prime cost item]

NOTE: The Contractor must attach to this progress claim any invoice, receipt or other document showing the cost of any prime cost items.

3. the following provisional sums in the following amounts: [delete this section if this claim does not include provisional sums]

- _____ \$
- _____ \$
- _____ \$

[insert description of provisional sum item]

NOTE: The Contractor must attach to this progress claim any invoice, receipt or other document showing the cost of any provisional sums.

4. the following variations:

- _____ as set out in BSA Form 4 Variation Document dated / / \$
- _____ as set out in BSA Form 4 Variation Document dated / / \$
- _____ as set out in BSA Form 4 Variation Document dated / / \$

[insert description of variation]

[insert Variation Document date]

[insert amount of increase or decrease for Variation]

Total amount of this progress claim (incl. GST): _____ \$

[add amounts at 1, 2, 3 and 4 and deduct any amounts at 4 for decreases]

Dated: ____/____/____ Signed by the Contractor/Contractor's Representative: _____

If this progress claim is for the Practical Completion Stage, the Contractor must attach a Defects Document in BSA Form 5.

NOTE TO OWNER:

You must pay the amount claimed by the Contractor, or any part of it with which you agree, within 5 business days of receipt of this progress claim. If you dispute all or part of the Contractor's progress claim, you must give the Contractor a completed BSA Form 3 Notice of Dispute of Progress Claim within 5 business days of receiving this progress claim.

When form completed, Contractor to retain original and give a legible copy to Owner.



FORM 3

Dispute of Claim No:
.....

NOTICE OF DISPUTE OF PROGRESS CLAIM

(Condition 10 of the General Conditions of the Natural Disaster Repairs Contract)

NOTE TO CONTRACTOR: This blank form may be copied for multiple use.

To:

[insert name and address of Contractor]

Regarding repairs at:

[insert Site address]

Tick whichever is applicable:

The Owner **rejects** your progress claim dated: _____ *[insert date]*
for the _____ Stage.
[insert description of stage]

The Owner **rejects part** of your progress claim dated: _____ *[insert date]*
for the _____ Stage.
[insert description of stage]

The part of the claim rejected is the claim for the payment of: \$ _____
[insert amount]

The reason/s for rejecting all or part of the claim is/are: *[set out reason/s]*

Dated: / /

Signed by the Owner/Owner's Representative



FORM 4

Variation No:

VARIATION DOCUMENT

(Condition 12 of the General Conditions of the Natural Disaster Repairs Contract)

NOTE TO CONTRACTOR: This blank form may be copied for multiple use.

This document is for a Variation:
[tick whichever is applicable]

- required by law
- for extra excavation and foundations
- requested by the Owner/Owner's Representative
- requested by the Contractor/Contractor's Representative for the following reasons:

The Variation in the Contract Work is as follows:

[insert description of the Variation including any change to the work or materials required by reason of the Variation]

The Contractor/Contractor's Representative's reasonable estimate of the period of any delay that will result from the Variation is: _____ business days.

NOTE TO CONTRACTOR/CONTRACTOR'S REPRESENTATIVE:

If the Variation causes you actual delay and you wish to claim an extension of time you must also submit a BSA Form 1 *Extension of Time Claim and Owner's Response to Claim* to the Owner.

The Variation will change the price payable by the Owner as follows: *[tick whichever is applicable]*

increase the price by: \$ _____
[insert amount]

no change to price

decrease the price by: \$ _____
[insert amount]

increase/decrease* the price by an amount that will be calculated as follows: *[state how the amount of the increase or decrease will be worked out]*

**delete whichever is not applicable*

The increase or decrease (if any) in the price payable by the Owner because of the Variation will be taken into account in the Contractor's progress claim for the following stage:

[tick whichever is applicable and insert name of stage from Contract Schedule Item 7] *[Owner/Owner's Rep. to initial nominated stage]*

- _____ Stage _____
- _____ Stage _____
- _____ Stage _____
- _____ Stage _____
- Practical Completion Stage _____

Dated: ____ / ____ / ____

Dated: ____ / ____ / ____

Signed by the Owner/Owner's Representative

Signed by the Contractor/Contractor's Representative

When form completed, Contractor to retain original and give a legible copy to Owner.



FORM 5

Defects Doc No:
.....

DEFECTS DOCUMENT

(Condition 15 of the General Conditions of the Natural Disaster Repairs Contract)

NOTE TO CONTRACTOR: This blank form may be copied for multiple use.

Identify below those minor defects or minor omissions which are agreed between the parties and those minor defects or minor omissions which are not agreed by the Contractor, then sign and date this form.

AGREED MINOR DEFECTS/MINOR OMISSIONS

The Owner/Owner's Representative and the Contractor/Contractor's Representative agree that the following minor defects or minor omissions exist at Practical Completion:

Item Number	Description of minor defect or minor omission	Date for rectification

MINOR DEFECTS/MINOR OMISSIONS CONTRACTOR DOES NOT AGREE WITH

The Owner/Owner's Representative says that the following additional minor defects or minor omissions exist at Practical Completion:

Item Number	Description of minor defect or minor omission	Contractor to identify why they do not agree that there is a minor defect or minor omission

Dated: / /

Dated: / /

Signed by the Owner/Owner's Representative

Signed by the Contractor/Contractor's Representative

When form completed, Contractor to retain original and give a legible copy to Owner.