

# SCHEDULE FOR QBCC LEVEL 1 RENOVATION, EXTENSION AND REPAIR CONTRACT

This Contract is intended to be used for the renovation, extension, improvement or routine repair of a home (including a house, duplex or unit), or associated work (e.g. landscaping, driveways, fencing, pool/spa construction, etc.), where the Contract Price is less than \$20,000. For larger projects the Level 2 version of this Contract should be used.

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

**NOTE TO CONTRACTOR:** When completed, retain original and give 1 signed copy of this Schedule to the Owner.

## The Owner

Owner's name/s: \_\_\_\_\_

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

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

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

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

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

The Owner IS

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

**NOTE:** An Owner is a Resident Owner if he/she intends to reside in the building where the Contract Work is to be performed on, or within 6 months of, completion of the Contract Work.

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

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

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

Postcode: \_\_\_\_\_

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

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

**Contractor's Authorised Representative** (if any): \_\_\_\_\_

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

Item	Subject	Notes	Particulars
1	<b>CONTRACT PRICE</b> Condition 2.  <b>WARNING:</b> The Contract Price is subject to change due to <b>Conditions 2, 14, 16 &amp; 18.</b>	For information about Prime Cost (PC) Items and Provisional Sums (PS) see <b>Conditions 1 and 2</b> 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.	<b>(a) Fixed Price Component:</b> \$ _____ <i>(incl. GST)</i> <i>(includes deposit in Item 2)</i>  <b>(b) Prime Cost Items (if any):</b> \$ _____ <i>(incl. GST)</i>  <b>(c) Provisional Sums (if any):</b> \$ _____ <i>(incl. GST)</i>  <b>CONTRACT PRICE =</b> \$ _____ <i>(incl. GST)</i> (a) + (b) + (c)
2	<b>DEPOSIT</b> Condition 14	For further details on maximum deposits see <b>s33 of Schedule 1B</b> of the QBCC Act.	Amount of deposit: \$ _____ <i>(incl. GST)</i>  <b>The maximum deposit allowed is:</b> <ul style="list-style-type: none"> <li>5% where Contract Price is \$20,000 or more</li> <li><b>10% where Contract Price is less than \$20,000</b></li> <li>20% where off-site work comprises more than 50% of total Contract Price (regardless of Contract Price).</li> </ul>

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3	<b>BRIEF DESCRIPTION OF THE CONTRACT WORK</b>	Insert a brief description of the Contract Work and <b>attach and refer to plans and specifications</b> (where relevant) e.g. <i>kitchen renovation as per attached plans dated .../.../.... and specifications dated .../.../....</i>	
4	<b>SITE Condition 11</b>		Site Address: _____ _____ <b>Real Property Description:</b> Lot No: _____ Plan Type (e.g. RP/SP/BUP): _____ Plan No: _____ Local Authority: _____
5	<b>STARTING DATE Condition 1</b>	<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 (if approved business plans are required); or</li> <li>10 business days after the Owner has satisfied its financial obligations under <b>Condition 5.1.</b></li> </ul>	
6	<b>COMPLETION PERIOD</b> (including Construction Days and allowances for likely delays) <b>Conditions 17 &amp; 22</b>	<b>NOTE TO CONTRACTOR:</b> You must state here the allowances (in days) you have made for delay factors which are reasonably likely to 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 (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.	<b>A. Construction Days</b> ( <i>excluding delays allowed in 'B'</i> ) Business days needed to construct the Works = <u>    A    </u>  <b>PLUS</b> <b>B. Allowances for likely delays:</b> (i) Inclement weather allowance (business days) = ____ (ii) Other likely delays, if any (business days) = ____ Details of delay _____ (iii) Non-working days (incl. w/ends, RDOs, public holidays, etc.) = ____ <b>Total delay days allowed: (i) + (ii) + (iii) = <u>    B    </u></b>  <b>COMPLETION PERIOD:</b> Construction Days (Item 6A) <b>PLUS</b> Total delay days allowed above (Item 6B) = <u>    A + B    </u>  <i>(This total represents the number of days between the Starting Date and the Date for Practical Completion)</i>
7	<b>DATE FOR PRACTICAL COMPLETION</b> <b>Conditions 17 &amp; 22</b>	<b>NOTE TO CONTRACTOR:</b> Complete only one of the options in the 'Particulars' column (i.e. date or number of days) and delete the other.	Date: ____ / ____ / ____  <b>OR</b> <b>Completion Period</b> of _____ calendar days (see Item 6 above) from the Starting Date or the date on which the work under this contract is commenced, whichever is the <b>earlier</b> .

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<b>PROGRESS PAYMENTS (Conditions 14 &amp; 22)</b>																															
8	<p><b>WARNING FOR CONTRACTOR:</b> 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 deposit cannot exceed 50% of the Contract Price until more than 50% of the Contract Work has been performed on Site). <b>Breaches of this requirement attract heavy penalties.</b></p> <p>In presenting each progress claim you are warranting that the work on Site has reached the relevant stage set out below, and that the total amount claimed (including the deposit) is proportionate to the progress of the Contract Work at the Site.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 10%;">STAGE NO.</th> <th style="width: 65%;">Description of Construction Stage when Progress Payment is Due (Number of Stages will depend on the nature and value of the contracted work)</th> <th style="width: 15%;">% of Contract Price</th> <th style="width: 10%;">\$ Amount (incl. GST)</th> </tr> </thead> <tbody> <tr> <td>1</td> <td></td> <td style="text-align: center;">%</td> <td style="text-align: center;">\$</td> </tr> <tr> <td>2</td> <td></td> <td style="text-align: center;">%</td> <td style="text-align: center;">\$</td> </tr> <tr> <td>3</td> <td></td> <td style="text-align: center;">%</td> <td style="text-align: center;">\$</td> </tr> <tr> <td>4</td> <td></td> <td style="text-align: center;">%</td> <td style="text-align: center;">\$</td> </tr> <tr> <td></td> <td style="text-align: center;"><b>PRACTICAL COMPLETION STAGE</b></td> <td style="text-align: center;">%</td> <td style="text-align: center;">\$</td> </tr> <tr> <td></td> <td style="text-align: right;"><b>TOTAL OF PROGRESS PAYMENTS =</b></td> <td style="text-align: center;">%</td> <td style="text-align: center;">\$</td> </tr> </tbody> </table> <p><b>NOTE:</b> The total of progress payments above, plus the deposit recorded in Schedule Item 2, must equal the total amount shown for the Contract Price in Schedule Item 1.</p>			STAGE NO.	Description of Construction Stage when Progress Payment is Due (Number of Stages will depend on the nature and value of the contracted work)	% of Contract Price	\$ Amount (incl. GST)	1		%	\$	2		%	\$	3		%	\$	4		%	\$		<b>PRACTICAL COMPLETION STAGE</b>	%	\$		<b>TOTAL OF PROGRESS PAYMENTS =</b>	%	\$
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<b>WARNING TO OWNER</b>		Your insurance protection under the Queensland Home Warranty Scheme may be reduced if you make payments greater than, or prior to, what the Contract requires.																													
9	<b>FINANCE Conditions 1 &amp; 5</b>	<p><b>NOTE TO OWNER:</b> The Finance Date is the date by which the Owner must provide the Contractor with written evidence, satisfactory to the Contractor, of their capacity to pay the Contract Price (even if no loan is required). <b>Consult your Lender before inserting a date.</b></p>	<p>The Owner <b>DOES/DOES NOT</b> intend to borrow funds. (Cross out whichever does <b>not</b> apply)</p> <p>Proposed Lender: _____</p> <p>Amount of Loan: \$ _____</p> <p><b>Finance Date:</b> ____ / ____ / ____ (day) (month) (year)</p> <p><b>NOTE:</b> If no date stated, Finance Date is 10 business days from date of Contract.</p>																												
10	<b>LIQUIDATED DAMAGES Condition 18</b>	<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): It is very important that you carefully consider and complete this section.</b> LDs are often not applicable to small projects. If LDs do apply, the amount inserted above should be a genuine estimate at the time the Contract is signed of the costs/losses the Owner will incur (if any) in the event the Contract Work 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>																												

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11	INTEREST RATE ON OVERDUE PAYMENTS Condition 14		_____ % per annum  The rate will not exceed the Commonwealth Bank of Australia Standard Variable Rate for home loans + 5%. (the 'default rate').
12	PARTY RESPONSIBLE FOR BUILDING APPROVAL Condition 6		_____  <i>(State whether the responsible party is Owner or Contractor)</i>
13	CONTRACT DOCUMENTS Conditions 2, 3, 16, 22 & 24	Any amendments or 'variations' to this Contract must be recorded in a Variation Document (such as QBCC Form 4) which, when approved forms part of the Contract.  Foundations Data must be obtained if the Contract 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 when paid for.	(a) PLANS (dated and attached) supplied by: Contractor <input type="checkbox"/> Owner <input type="checkbox"/> on ___/___/___ N/A <input type="checkbox"/>  (b) SPECIFICATIONS (dated and attached) supplied by: Contractor <input type="checkbox"/> Owner <input type="checkbox"/> on ___/___/___ N/A <input type="checkbox"/>  (c) PRIME COST ITEMS / PROVISIONAL SUMS Are Prime Cost Items included? YES <input type="checkbox"/> NO <input type="checkbox"/> Are Provisional Sums included? YES <input type="checkbox"/> NO <input type="checkbox"/>  If YES to either question, the Contractor must complete and sign the Prime Cost Items and/or Provisional Sums Schedule/s and copy to Owner.  (d) FOUNDATIONS DATA supplied by: Contractor <input type="checkbox"/> Owner <input type="checkbox"/> on ___/___/___ N/A <input type="checkbox"/>
14	SIGNATURES	<b>NOTE: The Contractor must give the Owner a signed copy of the entire Contract, including plans and specifications, within 5 business days after the Contractor signs the Contract.</b>	<b>Signed by the Owner/s:</b>  Owner 1: _____ Owner 2 (if any): _____ In the presence of: _____ <i>(signature of witness)</i>  <b>Signed by the Contractor:</b> _____ In the presence of: _____ <i>(signature of witness)</i>  <b>Dated this:</b> _____ day of _____ 20 _____

<p><b>IMPORTANT NOTICE TO OWNER: 'COOLING-OFF' PERIOD</b></p> <p>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 when you have received a signed copy of the entire Contract, including any plans and specifications. 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 section 37 of Schedule 1B of the QBCC Act for more details on the procedure for withdrawing).</p>	<p>The Owner and the Contractor agree that the Contractor shall carry out the Contract Work described in this Contract for the Contract Price it provides and upon its terms.</p> <p>This Contract includes:</p> <ul style="list-style-type: none"> <li><input type="checkbox"/> Homeowner's Booklet (incl. Contract Checklist and General Conditions) and Contractor's Booklet, both dated July 2018; and</li> <li><input type="checkbox"/> The Contract Schedule, PC and PS Schedules and Forms 1 - 5, all dated July 2018; and</li> <li><input type="checkbox"/> Plans, specifications and any other contract documents described in Schedule Item 13.</li> </ul>
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