

SCHEDULE FOR QBCC LEVEL 2 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, building a pool or garage, etc.), where the Contract Price is \$20,000 or more. For smaller projects priced under \$20,000 the Level 1 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 accompanying Consumer Building Guide and the General Conditions dated July 2018.**

NOTE TO CONTRACTOR: When completed, retain original and give 2 signed copies 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 Works are to be performed on, or within 6 months of, completion of the contracted work.

Owner's Authorised Representative (if any): _____

Business Phone: _____ Home Phone: _____ Fax: _____

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): _____

Business Phone: _____ Home Phone: _____ Fax: _____

Mobile Phone: _____ Email: _____

Item	Subject	Notes	Particulars
1	<p>CONTRACT PRICE Condition 4.</p> <p>WARNING: The Contract Price is subject to change due to Conditions 19, 20, 21 & 24.</p>	<p>For information about Prime Cost (PC) Items and Provisional Sums (PS) see Condition 4 of the General Conditions. If the Contract includes such allowances, a PC/PS Schedule must be completed by the Contractor, signed by both parties and attached.</p>	<p>(a) Fixed Price Component: \$ _____ (incl. GST) (includes deposit in Item 2)</p> <p>(b) Prime Cost Items (if any): \$ _____ (incl. GST)</p> <p>(c) Provisional Sums (if any): \$ _____ (incl. GST)</p> <p>CONTRACT PRICE = \$ _____ (incl. GST) (a) + (b) + (c)</p>

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2	<p>DEPOSIT Condition 19</p> <p>(For further details on maximum deposits see s33 of Schedule 1B of the QBCC Act)</p>	<p>NOTE TO CONTRACTOR: If QBCC Home Warranty Insurance applies, you must collect the premium from the Owner, and pay it to QBCC, within 10 business days after entering the contract and before residential construction work starts (whichever is earlier)</p>	<p>Amount of deposit: \$ _____ (incl. GST) (The QBCC Home Warranty Insurance premium forms part of the deposit but is not a taxable supply for the Contractor)</p> <p>The maximum deposit allowed is:</p> <ul style="list-style-type: none"> • 5% of the Contract Price where Contract Price is \$20,000 or more; or • 20% of the Contract Price where off-site work is valued at more than 50% of total Contract Price (irrespective of the amount of the Contract Price)
3	<p>BRIEF DESCRIPTION OF THE WORKS</p>	<p>Insert a brief description of the contracted work and attach and refer to plans and specifications e.g. <i>kitchen and bathroom renovation as per attached plans dated.../.../... & specifications dated.../.../...</i></p>	<p>_____</p> <p>_____</p> <p>_____</p>
4	<p>SITE Condition 13</p>		<p>Site Address: _____</p> <p>_____</p> <p>Real Property Description:</p> <p>Lot No: _____</p> <p>Plan Type (e.g. RP/SP/BUP): _____</p> <p>Plan No: _____</p> <p>Local Authority: _____</p>
5	<p>STARTING DATE Conditions 1, 10 & 17</p>	<p>NOTE: The Contractor must ensure that the work under this Contract starts by the Starting Date, being the latest of:</p> <ul style="list-style-type: none"> • the following agreed date _____ / _____ / _____ ; or • 10 business days after the issue of approved plans by the Assessing Certifier; or • 10 business days after the Owner has satisfied its financial obligations under Condition 5.1. 	
6	<p>COMPLETION PERIOD (including Construction Days and allowances for likely delays) Conditions 22, 23 & 28</p>	<p>NOTE TO CONTRACTOR: You must state in Item 6B the allowances (in days) you have made for delay factors which are reasonably likely to affect the time required to carry out the work.</p> <p>NOTE TO OWNER: The Contractor is not entitled to claim an extension of the Date for Practical Completion (Schedule Item 7) for a delay stated here (e.g. inclement weather) unless the number of days the Contractor is actually delayed is greater than the allowance stated here in Schedule Item 6B.</p>	<p>6A. Construction Days (excluding delays allowed in 'B')</p> <p>Business days needed to construct the Works = <u> A </u></p> <p>PLUS</p> <p>6B. Allowances for likely delays:</p> <p>(i) Inclement weather allowance (business days) = _____</p> <p>(ii) Other likely delays, if any (business days) = _____</p> <p>Details of delay _____</p> <p>_____</p> <p>(iii) Non-working days (incl. w/ends, RDOs, public holidays, etc.) = _____</p> <p>Total delay days allowed: (i) + (ii) + (iii) = <u> B </u></p> <p>COMPLETION PERIOD: Construction Days (Item 6A) PLUS Total delay days allowed above (Item 6B) = <u> A + B </u></p> <p>(This total represents the number of days between the Starting Date and the Date for Practical Completion)</p>

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7	DATE FOR PRACTICAL COMPLETION Conditions 22, 23 & 28	NOTE TO CONTRACTOR: Complete only one of the options in the 'Particulars' column (i.e. Date or Completion Period) and delete the other. The Date/Completion Period stated here includes allowances for likely delays stated in Item 6B.	Date: ____ / ____ / ____ OR Completion Period of _____ calendar days (see Schedule Item 6) from the Starting Date or the date on which the work under this Contract is commenced, whichever is the earlier .

PROGRESS PAYMENTS (Conditions 19 & 28)

WARNING FOR CONTRACTOR: The QBCC Act requires that all progress payments must be directly related to the progress of the work at the Site and proportionate to the value of the work that relates to the claim (e.g. the total value of the progress claims plus the deposit cannot exceed 50% of the Contract Price until more than 50% of the work has been performed on Site). **Breaches of this requirement attract heavy penalties.**

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 at any stage (including the deposit) is proportionate to the progress of the contracted work at the Site.

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). If insufficient space below, attach further details of payments stages.	% of Contract Price	\$ Amount (incl. GST)
8	1	%	\$
	2	%	\$
	3	%	\$
	4	%	\$
	5	%	\$
	6	%	\$
	7	%	\$
	8	%	\$
	PRACTICAL COMPLETION STAGE	%	\$
	TOTAL OF PROGRESS PAYMENTS =	%	\$
NOTE: 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.			

WARNING TO OWNER	Your insurance protection under the Queensland Home Warranty Scheme administered by QBCC may be reduced if you make payments which are greater than, or prior to, what the Contract requires.
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9	<p>AMOUNT TO BE DEPOSITED IN SECURITY ACCOUNT (if relevant) Condition 6</p>	<p>NOTE: This Item is optional – it may be relevant where a loan is not required to finance the project.</p>	<p>\$ _____</p>
10	<p>LIQUIDATED DAMAGES Condition 24</p>	<p>NOTE TO OWNER AND CONTRACTOR: You must discuss whether, or what, liquidated damages (LDs) apply to this project and insert either an amount per day or ‘NIL’ if LDs do not apply. If this space is left blank, a default amount of \$50/day shall apply.</p>	<p>\$ _____ per day for each calendar day of delay in achieving Practical Completion.</p> <p>NOTE TO OWNER REGARDING LIQUIDATED DAMAGES (if applicable): It is very important that you carefully consider and complete this section. The liquidated damages amount should be a genuine pre-estimate of the costs/losses the Owner will incur (if any) in the event the work under this Contract is not completed by the Date for Practical Completion (including any extra rental and storage costs, lost rent for rental properties, finance costs, etc. directly related to the delay in reaching Practical Completion).</p>
11	<p>INTEREST RATE ON OVERDUE PAYMENTS Condition 20</p>	<p>The rate must not exceed the sum of 10% per year plus the annual rate, as published from time to time by the Reserve Bank of Australia, for 90 day bills.</p>	<p>_____ % per annum</p>
12	<p>FINANCE Conditions 1 & 5</p>	<p>WARNING TO OWNER: The Finance Date is the date by which the Owner must provide the Contractor with written evidence, satisfactory to the Contractor, of their capacity to pay the Contract Price (even if no loan is required). Consult your Lender before inserting a date. Delays in providing this evidence may delay the start of your project or lead to termination of the Contract.</p>	<p>The Contract IS/IS NOT subject to Loan Approval. (Cross out whichever does not apply)</p> <p>Lender: _____</p> <p>Amount of Loan: \$_____</p> <p>Finance Date: _____ / _____ / _____ (day) (month) (year)</p> <p>NOTE: If no date stated, Finance Date is 10 business days from date of this Contract.</p>
13	<p>PARTY RESPONSIBLE FOR OBTAINING BUILDING APPROVAL Conditions 9 & 10</p>	<p>Approval of plans may not be required for some building projects (e.g. where the work is non-structural).</p>	<p>_____</p> <p><i>(State whether the responsible party is Owner or Contractor - if nothing stated, the Contractor shall be responsible)</i></p>
14	<p>PARTY RESPONSIBLE FOR COST OF EXTRA EXCAVATIONS AND FOUNDATIONS (if relevant) Condition 21</p>	<p>This item relates to responsibility for any extra excavations and foundations beyond what could reasonably be established from the Foundations Data.</p>	<p>_____</p> <p><i>(State whether the responsible party is Owner or Contractor)</i></p>

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15	CONTRACT DOCUMENTS Conditions 4, 8 & 30	Any subsequent amendments or ' variations ' to this Contract must be recorded in a Variation Document (such as QBCC Form 5) which then forms part of the Contract.	<p>(a) PLANS (dated and attached) supplied by: Contractor <input type="checkbox"/> Owner <input type="checkbox"/> on ___/___/___ N/A <input type="checkbox"/></p> <p>(b) SPECIFICATIONS (dated and attached) supplied by: Contractor <input type="checkbox"/> Owner <input type="checkbox"/> on ___/___/___ N/A <input type="checkbox"/></p> <p>(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.</p> <p>(d) FOUNDATIONS DATA supplied by: Contractor <input type="checkbox"/> Owner <input type="checkbox"/> on ___/___/___ N/A <input type="checkbox"/></p> <p>NOTE: Foundations Data must be obtained if the contracted work requires the construction or alteration of, or may adversely affect, footings or a concrete slab for a building. Unless appropriate and reliable Foundation Data already exists, the Contractor is required to obtain appropriate Foundations Data and provide a copy to the Owner upon payment of the costs incurred in obtaining the data.</p>
16	SIGNATURES	<p>NOTE: The Contractor must give the Owner:</p> <p>(a) the QBCC Consumer Building Guide before the Owner signs the Contract; and</p> <p>(b) a signed copy of the entire Contract, including plans and specifications, within 5 business days after the Contractor signs the Contract.</p>	<p>Signed by the Owner/s: Owner 1: _____ Owner 2 (if any): _____ In the presence of: _____ <i>(signature of witness)</i></p> <p>Signed by the Contractor: _____ In the presence of: _____ <i>(signature of witness)</i></p> <p>Dated this: _____ day of _____ 20____</p>

<p>IMPORTANT NOTICE TO OWNER: 'COOLING-OFF' PERIOD</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 <u>both</u> a signed copy of this Contract and the Consumer Building Guide. If you wish to withdraw under the 'cooling-off' provisions you must give the Contractor a signed written notice stating that you withdraw from the Contract under the cooling-off provisions in section 35 of Schedule 1B of the QBCC Act (see Condition 2 of the General Conditions for more details).</p>	<p>The Owner and the Contractor agree that the Contractor shall carry out the Works 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"> <input type="checkbox"/> This Schedule for QBCC Level 2 Renovation, Extension and Repair Contract, PC and PS Schedules (if relevant) and Forms 1 - 7 (if used), all dated July 2018; <input type="checkbox"/> General Conditions included in the Homeowner's and Contractor's Booklets dated July 2018, and any special conditions; and <input type="checkbox"/> Plans, specifications and any other contract documents described in Item 15 of this Contract Schedule.
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