

KITCHEN CONTRACT FOR WORK OVER \$20,000

CONTRACTOR NAME:

ADDRESS:

DATE:

CONTRACT PRICE:

Please read all attached information and terms.

Note: This contract is to be used where the total value of the contract is over \$20,000 or more (including any applicable gst amount) and only where Home Building Compensation Fund insurance is required. Effective from 1 March 2015.

This contract should only be used where other trades are included as part of the whole job and work is being performed under the one contract.

Warning + Note to Owner: Please read clause 10 on Asbestos



OWNER CHECKLIST

(To be completed by the owner prior to signing the contract)

1. OWNER CHECKLIST

A. Have you checked that contractor holds a current contractor licence?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
B. Does the licence cover the type of work included in the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
C. Is the name and number on the contractor's licence the same as on the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
D. Is the work to be undertaken covered in the contract, drawings or specifications?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
E. Does the contract clearly state a contract price or contain a warning that the contract price is not known?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
F. If the contract price may be varied, is there a warning and an explanation about how it may be varied?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
G. Are you aware of the cooling-off provisions relating to the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
H. Is the deposit within the legal limit of 10%? .	Yes <input type="checkbox"/>	No <input type="checkbox"/>
I. Does the contract include details of the progress payments payable under the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
J. Do you understand the procedure to make a variation to the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
K. Are you aware of who is to obtain any council or other approval for the work?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
L. Do you understand that you are not required to pay the contractor a deposit or any progress payments until the contractor has given you a certificate of insurance under the Home Building Compensation Fund (except where the work is of a kind that does not require insurance)?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
M. Has the contractor given you a copy of the Consumer Building Guide, which provides key information about your rights and responsibilities under NSW's home building laws and where to get more information?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
N. Does the contract include a statement about the circumstances in which the contract may be terminated?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
O. [REDACTED]	Yes <input type="checkbox"/>	No <input type="checkbox"/>

2. SIGNATURES

Do not sign this contract unless you have read and understand the clauses as well as the notes and explanations contained in the contract and this document.
If you have answered “No” to any question in the checklist, you may not be ready to sign the contract.

Both the contractor and the owner should retain an identical signed copy of this contract including the drawings, specifications and other attached documents. Make sure that you initial all attached documents and any amendments or deletions to the contract.

3. SIGNED COPY OF CONTRACT

Under the *Home Building Act 1989* the owner must be provided with a signed copy of the contract within 5 working days after the contract is entered into.

4. HOME BUILDING COMPENSATION FUND INSURANCE

The contractor must provide the owner with a certificate of insurance under the Home Building Compensation Fund (for work over \$20,000) before commencement of work and before demanding or receiving any payment.

5. OWNER’S ACKNOWLEDGEMENT

I/We have been given a copy of the Consumer Building Guide and I/We have read and understand it.

I/We have completed the checklist and answered “Yes” to all items on it.

NOTE: Where the owner is a company or partnership or the contract is to be signed by an authorised agent of the owner, the capacity of the person signing the contract, e.g. director, must be inserted.

Signature:	Signature:
Name [print]:	Name [print]:
Capacity [print]:	Capacity [print]:
Date	Date

PART A: CONTRACT DETAILS

Note: If a payment is made by a business to another business when the payer has not received notification of the recipient's ABN (Australian Business Number) then the payer [REDACTED]

1. THE OWNER:

Name(s):		
Address:		
Suburb:	State:	Postcode:
Phone:	Mobile:	
Fax:	Email:	

2. THE CONTRACTOR:

Name(s):		
Qualified Supervisor: <i>(if applicable)</i>		
Address:		
Suburb:	State:	Postcode:
Business Address: <i>(if different from address on licence)</i>		
Suburb:	State:	Postcode:
Phone:	Mobile:	
Fax:	Email:	
ABN/ACN:		
Licence No:	Licence Expiry Date:	
Licence Category:		

3. CONTRACT PRICE (Amount in Words)

Price (excluding GST):
GST on price:
Contract Price (including GST):

WARNING: The Contract Price may vary in accordance with the Conditions of Contract. The reasons for possible increases include: increases in taxes eg: GST, variations, prime cost items, unforeseen circumstances and provisional sum allowances, interest on overdue payments.

4. SITE DETAILS (Where work is to be done)

Address:		
Suburb:	State:	Postcode:

5. DESCRIPTION OF WORK/MATERIALS (this must be completed)

NOTE: [Redacted]

6. PRIME COST ITEMS

[Redacted]

Description of items or work to be done:	Quantity	Prime Cost/ Provisional Sum Amount including GST
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Total: (If space is insufficient, attach a sheet referring to this schedule)		\$

7. RECORD OF ADJUSTMENTS AND VARIATIONS

This is not part of the contract price stated in contract on page 1 and page 3 (Clause 3)

ADJUSTMENTS (If Any)

(Prime Cost and Provisional Items - Part A Clause 6 page 4 and Part B Clause 10 page 9)

ITEMS	CLAUSE 6	SUM ALLOWED	ACTUAL SUM	ADJUSTMENT (+ OR - AMOUNT)
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
TOTAL:				\$

8. VARIATIONS (Part B Clause 8 page 9)

DATE AGREED	BRIEF DETAILS	ADDITIONAL OR DELETED COST (+ OR - AMOUNT)
1		\$
2		\$
3		\$
4		\$
5		\$
6		\$
7		\$
8		\$
9		\$
10		\$
TOTAL:		\$

9. PROGRESS TIMELINE SCHEDULE

a.	Check Measure	
b.	Commencement Date	
c.	Installation Date	
d.	Completion Date	

NOTE: Dates specified in the Progress Schedule may be subject to change in accordance with the Conditions of Contract. The reasons for possible changes include Variations and delays.

10. PROGRESS PAYMENT SCHEDULE (Amounts in Words)

a.	Deposit	Due on signing of Contract	%	\$
b.	1 st Progress Payment	[REDACTED]	%	\$
c.	2 nd Progress Payment	[REDACTED]	%	\$
d.				
e.				
f.				
g.				
h.				
i.	Final Payment	[REDACTED]	%	\$

NOTE: By law the deposit cannot exceed 10% of the Contract Price. [REDACTED] needs to [REDACTED] A progress payment is authorised only if it is one of the following kinds of authorised progress payments:

- (a) a progress payment of a [REDACTED] or [REDACTED]
- (b) a progress payment for [REDACTED] with provision for a claim for payment to be supported by [REDACTED].

If Home Building Compensation Fund Insurance is not taken out before work begins, this is a breach of the Home Building Act and will affect a contractor's right to receive

11. HOME BUILDING COMPENSATION FUND INSURANCE

The Contractor will not commence work under this Contract or demand or receive any part of the Contract Price until insurance under the Home Building Compensation Fund has been obtained and the Owner has been provided with the certificate of insurance.

A copy of the certificate of insurance is attached to this Contract Yes N / A

11. COOLING OFF PERIOD

The Owner is entitled to a cooling off period of 5 clear business days during which the Owner may rescind this Contract by giving the Contractor notice in writing.

Under the Home Building Act the owner may, by notice in writing, rescind the contract. The contract may be rescinded even if work has commenced under the contract.

The notice of rescission must be given to the contractor:

- (a) [Redacted]
- (b) [Redacted]

The notice of rescission must state that the owner rescinds the contract, and must be given to the contractor by leaving it at the address shown as the contractor’s address, or by any method of service provided by clause 28 of this contract.

If a notice of rescission is given to the contractor:

- (a) [Redacted]
- (b) [Redacted] contractor the amount of any reasonable out of pocket expenses that the contractor incurred before the rescission
- (c) [Redacted]
- (d) [Redacted]
- (e) the contractor is entitled to be paid a reasonable price for any work carried out under the contract to the date the notice of rescission is given.

12. ACCEPTANCE OF CONTRACT

This Contract is made between the Owner and the Contractor.

Part A: Contract Details and Part B: Conditions of Contract form part of this Contract.

As required by the *Home Building Act 1989* the Owner has been given a copy [Redacted]

The Checklist and Consumer Building Guide do not [Redacted]

All terms and conditions of this Contract have been explained to the Owner and, in accepting the terms and conditions of this Contract, the Owner acknowledges that they have read and understood the Contract.

Owner(s) Signature:	
Date:	

Owner(s) Signature:	
Date:	

Contractor Signature:	
Date:	

Contractor Signature:	
Date:	

Note: The contractor should check that the owner's name stated on the contract is the same as that appearing on the certificate of title for the land [REDACTED].

PART B: CONDITIONS OF CONTRACT

1. CONTRACTOR'S MAIN OBLIGATIONS

2. PAYMENT

The Owner must pay the Contractor:

- (a) [REDACTED]
- (b) [REDACTED] able under this Contract on demand after the Contractor has carried out the work or incurred the cost.

3. OWNER'S JOINT AND SEVERAL LIABILITY

If there is more than one Owner:

- (a) the obligations in this Contract apply to each Owner individually and to all Owners collectively;
- (b) a quote, notice, claim or any other constitute effective service on all Owners;
- (c) if this Contract has been signed by each Owner (whether this document or in counterpart), unless the Contractor has been notified otherwise, only one Owner is required to sign a document (including a quote, sketch, plan, specifications, notice, instruction, direction or other communication) or to give an instruction, direction or other communication, to legally bind all of the Owners.

4. ACCESS TO THE SITE

The Owner must give the Contractor uninterrupted access to the Site to check measure or for installation or any other purpose to complete the contracted job.

The Owner must give the Contractor and the Contractor's workers and subcontractors adequate access to any available water, electricity, toilet and washing facilities when working or delivering to Site.

If the Contractor requests access to deliver the product/s and the Owner does not give access within 7 days the Contractor can [REDACTED] Clause [REDACTED]

5. CHECK MEASURING

The contractor will attend the Site and perform the check measure on or before the check measure date.

The contractor may make minor modifications to the plans and specifications agreed to the checked measurements. The contractor will notify you of any modifications made.

Any additional work necessary to comply with the modified plans and specifications is a variation and Clause 8 Part B applies.

6. OUR RIGHT TO FIX

- (a) If at any time the Owner claims the product is defective, they must notify the Contractor in writing, as soon as possible.
- (b) If the Owner fails to notify the Contractor of a claim within a reasonable time of becoming aware of an alleged defect, the Contractor will not be responsible for any damage that results from the Owners delay in notification.
- (c) If the Contractor accepts responsibility, they have the right to fix the defect. Any defects that in the Contractors reasonable opinion may affect the safety of the works or may lead to it being damaged will be fixed as soon as practicable. You must give the Contractor access to do the in accordance with Clause 4, Part B.

7. DELAYS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

8. PLANS & VARIATIONS

The Contractor may claim payment for a Variation as soon as the Variation is completed.

- (a) All plans and specifications for the Works including any Variations to those plans and specifications form part of this contract;
- (b) Any agreement to vary this contract, or to vary the plans and specifications for the Works, must be in writing and signed by the parties.

[REDACTED]

[REDACTED]

[REDACTED]

The Owner cannot unreasonably withhold consent to a variation that the Contractor requests in accordance with Clause 5 Part B.

9. UNFORESEEN CIRCUMSTANCES

To the extent permitted under law, the Contractor will not be responsible or liable for work arising from factors beyond its control, unforeseen problems or which is outside the initial scope outlined in Part A.

For example, the Contractor will not be responsible or liable for additional work arising from the supply of a product at the request of the Owner and constructed to the Owner’s measurements which subsequently does not fit because the Owner’s measurements were incorrect.

If any such additional work is required, the Contractor may request a Variation.

Unless otherwise agreed, any such additional work required will be charged at the actual cost to the Contractor plus [REDACTED]

This clause does not limit clause 35 (*statutory rights*).

10. ASBESTOS

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

11. PRIME COST AND PROVISIONAL SUM ITEMS

Except as otherwise agreed between the Owner and the Contractor in this Contract, the Contractor is not responsible for the supply or installation of any appliances or connection to any services.

Unless the Owner and the Contractor agree otherwise, such work shall be listed as prime cost or provisional sum items.

Each prime cost or provisional sum item shall be listed in Clause 6 Part A (to be attached) with a stated allowance specifying the estimated cost of supplying the item and/or providing the work.

Where the actual cost of supplying the item and/or providing the work is less than the prime cost or provisional sum allowance set out in Clause 6 Part A, the Contract Price will be reduced by an amount equal to the difference.

Where the actual cost of supplying the item or providing the work is more than the prime cost or provisional sum allowance set out in Clause 6 Part A, the difference plus a % surcharge will be added to the Contract Price.

When required by the Contractor, the Owner must promptly make all selections relating to prime cost or provisional sum items.

The contractor must provide [REDACTED]

12. MATERIALS

The Contractor will make every reasonable effort to ensure that work methods and materials used correspond with sample products selected and/or provided by the Owner. However, the Contractor will not be responsible for variations in the colour or grain of products such as timber, granite and other natural materials.

To the extent permitted under law, the Contractor will not be responsible for the suitability of material used to manufacture a product if specified by the Owner. This clause does not limit clause 35 (*statutory rights*).

13. SURPLUS MATERIALS

Unless otherwise agreed between the Owner and the Contractor in this Contract, surplus materials will at all times remain the property of the Contractor.

14. SECURITY INTEREST

The legal title in the Product does not pass to the Owner until all amounts payable under this Contract have been paid in full.

The Owner grants to the Contractor a security interest (and where applicable, a Purchase Money Security Interest) in the Products (including [REDACTED]) supplied under this Contract as security for all or part of the amount payable by the Owner to the Contractor under this Contract. The Owner authorises the Contractor to [REDACTED] with respect to this security interest on [REDACTED] and agrees to provide [REDACTED]

Until this security interest has been satisfied, in addition to any remedies available to the Contractor under [REDACTED]

- (a) [REDACTED]
- (b) [REDACTED]
- (c) [REDACTED]
- (d) [REDACTED]

Notice requirements under sections [REDACTED] of the [REDACTED] shall not apply and not place any obligations on the Contractor in favour of the Owner.

15. WARRANTY

Contractor warrants that work will be performed with due care and skill, the materials and workmanship of the Products shall be free from defects for a period of [] from the date the Products are installed at the Site (Warranty Period). **The benefits given to the Owner under this warranty are in addition to other rights and remedies the Owner has under law.** This warranty should be read in conjunction with any other warranties accompanying the Products.

To make a claim under this Warranty, the Owner must [REDACTED]

After the Contractor has [REDACTED]

This warranty covers the Products only and does not cover:

- (a) [REDACTED]
- (b) [REDACTED]
- (c) [REDACTED]
- (d) [REDACTED]

The Contractor's liability to the Owner under this warranty is limited to repairing or replacing the Products (or the cost of doing the same).

Our goods come with guarantees which cannot be excluded under the Australian Consumer Law. [REDACTED]

16. SUSPENSION

[REDACTED]

17. TERMINATION

[REDACTED]

18. EFFECT OF ENDING THIS CONTRACT

[REDACTED]

19. INSOLVENCY

If a party to this Contract becomes, at any time insolvent, then the other party may terminate this Contract by [REDACTED]

- (a) [REDACTED]
- (b) [REDACTED]
- (c) [REDACTED]

20. RISK

[REDACTED]

21. INSURANCE

[REDACTED]