

# SAMPLE ONLY

## COMMERCIAL BUILDING CONTRACT

### SCHEDULE

(to be read in conjunction with General Conditions of Contract)

#### CONTRACTOR:

Name:	Roof & Building Service (Qld) Pty Ltd		
Trading as:	Roof & Building Service		
Address:	PO Box 426 Hamilton Central Qld 4007		
ABN:	83 009 721 742	BSA Licence Number:	55042
Contact:	(07) 3268 5566	Mobile:	

#### OWNER:

Name:			
Trading as:			
Address:			
ABN:			
Contact:		Mobile:	

#### CLAUSE 2 – BRIEF DESCRIPTION OF THE WORKS:

In accordance with the Contractor's Estimate No. .... dated ..... and Annexure A

#### CLAUSE 1(a) – SITE ADDRESS:

Address:			
Lot No:	Plan Type:	Plan No:	Local Authority:

#### CLAUSE 1(b) - CONTRACT SUM

GST Exclusive Contract Sum	\$
GST on GST Exclusive Contract Sum	\$
Contract Sum (GST inclusive)	\$
(in words)	

#### CLAUSE 6 – DATE FOR COMMENCEMENT:

.....

#### CLAUSE 7 (c) – ACCESS TO THE SITE:

Party responsible for Site access (if nothing state the Owner)	<input type="checkbox"/> Owner	<input type="checkbox"/> Contractor
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#### CLAUSE 8 (c) – LATENT CONDITION MARGIN:

.....  
(if nothing stated 20%)

#### CLAUSE 9 (a) – PARTY RESPONSIBLE FOR INSURING THE WORKS:

Party responsible for insuring the works (if nothing stated, the Contractor)	<input type="checkbox"/> Owner	<input type="checkbox"/> Contractor
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#### INITIAL

Owner/s .....	Contractor .....
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### SCHEDULE (Con't)

#### CLAUSE 12 (a) – PAYMENT CLAIMS :

Clause 12(a)(i)A - Payment claims to be submitted:

on the ..... Day of the **Week/Fortnight/Month**  
(delete as applicable)

**OR**

Clause 12(a)(i)B - Payment claims to be submitted on completion of the following milestones or stages:

STAGE	WORKS INCLUDED IN STAGE	% OF WORKS	AMOUNT
		.....%	\$
		.....%	\$
		.....%	\$
		.....%	\$
Practical Completion		.....%	\$
<b>TOTAL</b>		<b>100%</b>	<b>\$</b>

#### CLAUSE 12 (c) – PAYMENT PERIOD:

..... Business Days from receipt of Progress Claim  
(if nothing stated 5 Business Days)

#### CLAUSE 12 (e) – INTEREST RATE ON OVERDUE AMOUNTS:

.....  
(minimum interest as per Clause 12(e))

#### CLAUSE 14 (c) – PROVISIONAL AND PRIME COST SUM ITEM MARGIN:

.....%  
(if nothing stated, 20%)

#### CLAUSE 15 (c) VARIATION MARGIN:

.....%  
(If nothing stated, 20%)

#### CLAUSE 21 (a) – DATE FOR PRACTICAL COMPLETION:

.....

#### CLAUSE 22 (a) – DEFECTS LIABILITY PERIOD:

..... months from Practical Completion (if nothing stated 6 months)

#### CLAUSE 24 (a) – LIQUIDATED DAMAGES:

\$.....per day

#### SIGNATURES:

Owner 1's Name: .....

Contractor's Name: .....

Owner 1's Signature: .....

Contractor's Signature: .....

Owner 2's Name (if any): .....

Print Name of signatory: .....

Owner 2's Signature: .....

Date: .....

Date: .....

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## COMMERCIAL BUILDING CONTRACT

### ANNEXURE A

(to be read in conjunction with General Conditions of Contract)

#### SCOPE AND EXTENT OF WORK

This annexure forms part of the **Contract** between:

Contractor: Roof & Building Service (Qld) Pty Ltd

#### AND

Owner:

Site address:

#### SCOPE AND EXTENT OF WORK

The supply of all materials, labour, plant and equipment for the construction of: (Set out **Works** covered)

#### CONTRACT DOCUMENTS

Contractor's Estimate no. dated

Other documentation (please list):

#### Bill of Quantities: (Set out relevant sections of BOQ)

Signed (Contractor):

Signed (Owner):

Date:

Date:

/ /

/ /

### ANNEXURE B

(to be read in conjunction with General Conditions of Contract)

#### SPECIAL CONDITIONS

This annexure forms part of the *Contract* between:

Contractor: Roof & Building Service (Qld) Pty Ltd

#### AND

Owner:

Site address:

#### SPECIAL CONDITIONS

##### SC1 – FINANCE [DELETE IF INAPPLICABLE – INSERT THE WORDS “NOT USED” NEXT TO SC1]

For the purpose of this *Special Condition*, the following definitions apply:

**Approval Date** means \_\_\_\_\_;

**Lending Authority** means any bank, financial institution, government authority or other entity from which the Owner may seek to obtain the *Loan Amount* to enable the Owner to pay the *Contract Sum*;

**Loan Amount** means the amount of \_\_\_\_\_.

- (a) Subject to this Clause, the performance of the *Contract* shall be conditional on the Owner obtaining finance from the *Lending Authority*.
- (b) The Owner shall use the Owner's best endeavours, and take all necessary steps, to obtain the *Lending Authority's* written approval to provide the *Loan Amount*.
- (c) If the Owner is unable to obtain the *Lending Authority's* written approval to provide the *Loan Amount* by the *Approval Date*:
  - (i) the Owner shall:
    - A. immediately give the Contractor a written notice stating that the Owner is unable to obtain the *Lending Authority's* written approval to provide the *Loan Amount* by the *Approval Date*; and
    - B. give the Contractor evidence satisfactory to the Contractor of the Owner's attempts to comply with this *Special Condition*;
  - (ii) the Contractor may terminate the *Contract* by giving a written notice of termination to the Owner; and
  - (iii) subject to compliance with subclause (c) above, the Owner may terminate the *Contract* by giving a written notice of termination to the Contractor.
- (d) If the *Contract* is terminated under this Clause, the Owner shall pay to the Contractor, on demand:
  - (i) the cost of any work carried out by the Contractor under the *Contract* prior to the termination; and
  - (ii) the cost to the Contractor of any demobilisation from the *Site*, including the cost to the Contractor to remove any plant and equipment from the *Site*, together with the *Contractor's Margin* on those costs.

##### SC2 - SITE IDENTIFICATION

- (e) On the entering into of the *Contract* by the parties, the Owner shall promptly (but, in any event, no less than two *Business Days* prior to the *Date for Commencement*):

#### INITIAL

Owner/s .....

Contractor .....

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- (i) identify the *Site* and the boundaries of the *Site* to the Contractor in a manner satisfactory to the Contractor;  
and
- (ii) disclose to the Contractor all easements, building covenants, planning restrictions and similar things that may affect the carrying out of the *Works*.
- (f) If, in the Contractor's reasonable opinion, a survey of the *Site* is required to correctly identify the boundaries of the *Site* or to clarify the siting of the *Works*, the Contractor may give the Owner a written notice requiring the Owner to arrange for a licensed surveyor to survey the *Site* and give a survey drawing to the Contractor.
- (g) If the Contractor gives a notice under subclause (b) above and the Owner fails to ensure that the Contractor is given a survey drawing within 7 *Days* after the giving of the notice, the Contractor may arrange the survey and obtain a survey drawing and the cost to the Contractor in arranging any such survey and obtaining any such survey drawing, together with the *Contractor's Margin* on that cost, shall be added to the *Contract Sum*.
- (h) The Owner warrants the accuracy and suitability of all *Site Information* that the Owner may give to the Contractor.

### SC3 – RETENTION [DELETE IF INAPPLICABLE – INSERT THE WORDS “NOT USED” NEXT TO SC3]

- (i) Subject to the *Contract*, the Owner may deduct from any amount due to the Contractor, and retain 10% of the amount due until the total amount retained by the Owner equals 5% of the *GST Exclusive Contract Sum*.
- (j) The amount retained by the Owner under subclause (a) above shall secure the performance of the Contractor's obligations under the *Contract*, including the Contractor's obligation to rectify defects.
- (k) In replacement to, or instead of, all or any part of the amount retained, or that could be retained, by the Owner under subclause (a) above, the Contractor may, at any time, give to the Owner one or more bank guarantees, bonds or other valuable securities.
- (l) The Owner shall release to the Contractor:
  - (i) all or that part of the amount retained by the Owner under subclause (a) above for which the Contractor may give to the Owner one or more bank guarantees, bonds or other valuable securities under subclause (c) above on the giving of the one or more bank guarantees, bonds or other valuable securities to the Owner;
  - (ii) that part of the amount retained by the Owner under subclause (a) above, or any bank guarantee, bond or other valuable security securing an amount, in excess of 2.5% of the *GST Exclusive Contract Sum* on *Practical Completion*; and
  - (iii) the remainder of the amount retained by the Owner under subclause (a) above or any bank guarantee, bond or other valuable security given by the Contractor to the Owner under subclause (c) above and not released by the Owner to the Contractor under subclause (d)(ii) above, on the expiration of the *Defects Liability Period*.
- (m) The Owner may use, or convert and use, all or any part of the amount retained by the Owner under subclause (a) above, or any bank guarantee, bond or other valuable security given by the Contractor to the Owner under subclause (c) above, to obtain an amount due by the Contractor to the Owner under the *Contract* only if the Owner gives the Contractor a written notice setting out:
  - (i) the proposed use; and
  - (ii) details of the amount due,within 28 *Days* after the Owner becomes aware, or ought reasonably to have become aware, of the Owner's right to obtain the amount due.

### SC4 – CARE GUIDE

- (n) This Contract is subject to the Owner maintaining the Works in accordance with the Care Guide in Annexure C of this Contract.
- (o) The Owner is obliged to strictly comply with the Care Guide and to maintain the Works in accordance with the Care Guide throughout the duration of the Defects Liability Period.

INITIAL	
Owner/s .....	Contractor .....

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- (p) Should the Contractor investigate any part of the Works considered to be defective by the Owner within the Defects Liability Period and consider the defect to be the result of the Owner's failure to comply with the Care Guide, RBS is not obliged to rectify the defect, and any cost to RBS of doing so will be added to the Contract Sum, and is payable by the Owner to RBS as a Variation.

Signed <small>(Contractor):</small>		Date:	/	/
Signed <small>(Owner):</small>		Date:	/	/

### ANNEXURE C

(to be read in conjunction with General Conditions of Contract)

#### CARE GUIDE

This annexure forms part of the **Contract** between:

Contractor:	Roof & Building Service (Qld) Pty Ltd
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#### AND

Owner:	
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Site address:	
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#### CARE GUIDE

To ensure the continued performance of the Works, and to retain the Owner's rights under clause 22 of the General Conditions and clause SC-4 of the Special Conditions, the Owner must:

1. Ensure all waterproof areas and roofs which are exposed to the elements are inspected at least twice per year, including a close inspection of all penetrations, flashings or damage caused by thermal expansion for any signs of deterioration or defect;
2. Clean all drains and outlets at least once per month to provide for proper and effective water runoff and to prevent pooling;
3. Ensure that if there is to be regular foot traffic in a waterproofed area for maintenance or any other reason, protective walkways are provided which protect the waterproofing membrane from foot traffic;
4. Ensure that the roofing system and/or waterproofing system does not come into contact with any solvents, acids, alkalis, greases, oils, petroleum products and organic materials (such as fertilisers);
5. Consult with the Contractor prior to the installation of any additional equipment (not installed by the Contractor in accordance with this Contract), penetrations or alterations to the roof system and/or waterproofing system, and follow the Contractor's instructions exactly as to how that equipment, penetration or alteration is to be installed/carried out;
6. Only permit responsible personnel to access a roof or waterproof area;
7. Only permit persons who are wearing non penetrative footwear to access a roof or waterproof area;
8. Ensure that no tools or equipment are laid or dropped on any part of the roofing system and/or waterproofing system;
9. Ensure that no smoking is permitted on or within the vicinity of the roofing system and/or waterproofing system, as discarded cigarette butts are highly destructive to roofing systems and waterproofing systems;
10. Contact the Contractor as soon as possible after a leak is discovered, and in case of emergency, repair the area temporarily using a flexible sealant and flat metal sheeting;
11. Ensure that any queries or questions in relation to the maintenance of the roofing system and/or waterproofing system are referred to the Contractor as soon as possible;
12. Not wilfully or negligently damage the roof system and/or waterproofing system.

**NOTE: If insufficient space, attach an additional Annexure signed and dated by the both parties.**

Signed (Contractor):		Date:	/	/
Signed (Owner):		Date:	/	/