

ANNEXURE B

Sample Building Contract



Henley
PROPERTIES GROUP

Build on Something Solid

PLAIN ENGLISH

New Homes Building Contract

OCTOBER 2002 EDITION

OWNER/S

.....

.....

JOB LOCATION

.....

.....

*Written in accordance with the
Domestic Building Contracts Act 1995*

Endorsed by:



This contract has been developed in conjunction with HIA
and is available for use only by Henley Arch Pty Limited
ACN 007 316 930 ABN 15 007 316 930

**NOTICE APPROVED BY THE DIRECTOR OF
FAIR TRADING AND BUSINESS AFFAIRS
PURSUANT TO SECTION 31 (n)
OF THE DOMESTIC BUILDING CONTRACTS ACT 1995**

COOLING OFF PERIOD

NOTICE TO BUILDING OWNER: YOU MAY END THIS CONTRACT WITHIN FIVE CLEAR BUSINESS DAYS AFTER RECEIPT BY YOU OF A SIGNED COPY OF THE CONTRACT BY FILLING IN THE NOTICE BELOW AND GIVING IT TO THE BUILDER IN ONE OF THE FOLLOWING WAYS:

- (1.) PERSONALLY;
- (2.) LEAVING IT AT HIS OR HER ADDRESS SET OUT IN THE CONTRACT WITH A PERSON WHO APPEARS TO BE AT LEAST 16 YEARS OLD;
- (3.) SENDING IT BY PRE-PAID REGISTERED POST TO THE ADDRESS SET OUT IN THIS CONTRACT;
- (4.) SENDING IT BY FACSIMILE TO THE FACSIMILE NUMBER (IF ANY) SET OUT IN THIS CONTRACT.



DETACH ALONG DOTTED LINE

NOTICE THAT CONTRACT IS ENDED

A Building Owner cannot withdraw from a contract under the Act if:

1. The Builder and the Building Owner have previously entered into a major domestic building contract that is in substantially the same terms for the carrying out of the work in relation to the same home or land; OR
2. The Building Owner received independent legal advice from a practicing solicitor concerning the contract before entering into the contract.

To

(Builder)

I/We give notice under our contract with you that the Contract is ended. Please refund the deposit less \$100 and any out of pocket expenses incurred by you which I have previously approved.

Building Owner's signature

Date: / /20

**NOTICE APPROVED BY THE DIRECTOR OF
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OF THE DOMESTIC BUILDING CONTRACTS ACT 1995**

CHECKLIST

**BEFORE SIGNING THIS LEGALLY BINDING CONTRACT
CHECK THIS LIST**

- Has an Insurance policy or certificate of currency for builder's Insurance been Issued and provided to you? If not, the Contract is conditional upon you receiving either an insurance policy or a certificate of currency for builder's insurance.
- If this Contract is conditional upon the Building Owner receiving written approval for finance has the Building Owner obtained such approval?

YES or NO

YES or NO

If you answer 'no' to any of the following questions you are not ready to sign the Contract:

- Has the Building Owner had this Contract long enough to read and understand it?
- Has the Building Owner been provided with evidence that the Builder named in this Contract is registered with the Building Practitioners Board?
- Are the price and progress payments clearly stated?
- Does the Building Owner understand how the price is calculated and may be varied?
- Has the Builder assessed the suitability of the site for the proposed works and if tests are necessary have they been carried out before signing the Contract.
- If a Deposit is payable, is it within the legal limit?
The maximum under the Domestic Building Contracts Act is:
(i) 10% if the Price is less than \$20,000 or;
(ii) 5% if the Price is \$20,000 or more.

YES or NO

- Is the work shown and described clearly in the Contract, plans or specifications and any other relevant documents such as engineering computations or soil report?
- Are the Building Owner's special requirements or finishes included in the plans or specifications?
- Are the commencement date and completion date clearly stated or capable of being ascertained?
- Is the procedure for extensions of time understood?
- Are any 'provisional sums' or 'prime cost items' clearly stated in the schedules and understood?
- Is the procedure for variations of plans or specifications understood?
- Do you understand the circumstances in which you can end the Contract?

YES or NO

NOTE: This checklist does not form part of the Contract.

Read, signed and dated by the Building Owner

Date: / /20

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