

AU-SGAcst17

Building contract: Small works

This agreement is dated: [Date]

It is made between [Contractor's name] [company registration number]

Of [address] (the “Contractor”)

And [Client name]

Of [address] (the "Client")

Background

The terms of this agreement are:

1. Definitions

2. Interpretation

In this agreement unless the context otherwise requires:

- 2.2. any agreement by any party not to do or omit to do something includes an obligation not to allow some ██████████ ██████████ ██████████ ;
- 2.3. in the context of permission, “may not” in connection with an ██████████ ██████████ , █████ “██████████” .
- 2.4. the headings to the paragraphs and schedules (if any) to this agreement are inserted ██████████ ██████████ ██████████ ██████████ ██████████
- 2.5. all money sums mentioned in this agreement are calculated net of GST, which ██████████ ██████████ ██████████ .
- 2.6. In entering into this contract the Client has not relied on any ██████████ ██████████ .

3. Relationship of parties

- 3.1. Nothing in this agreement shall create a partnership, agency or other relationship between the parties, other ██████████ ██████████ ██████████ ██████████ .
- 3.2. Neither party shall have, nor represent that it has, any authority to make any commitment on the ██████████ , ██████████ ██████████ ██████████ .

4. Client warranties

The Client warrants that he:

- 4.1. holds and will maintain one or more policies of insurance covering all business risks ██████████ .
- 4.2. will provide a safe place of work wherever the Contractor may ██████████ .
- 4.3. has made arrangements with relevant third parties, statutory authorities and any other relevant authority, for permissions, licences ██████████ ██████████ , ██████████ ██████████ .
- 4.4. will arrange with his employees and contractors to facilitate the work █ .

5. The Project

6. Contractor's fees and expenses

- 6.1. Unless specified to the contrary in any Project, the Client will pay the Contractor [the sum of \$[[REDACTED]] [REDACTED]] [REDACTED]

- 6.2. After the end of each month the Contractor will send an [REDACTED]
[REDACTED]
[REDACTED].
 - 6.3. Each invoice submitted to the Client for [REDACTED]
[REDACTED]
[REDACTED].
 - 6.4. Payment of the sum specified in the [REDACTED]
[REDACTED] [14] [REDACTED]
[REDACTED].
 - 6.5. The Contractor shall at all times maintain accurate and up-to-date records of the time [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED] [15] [REDACTED]
[REDACTED].
 - 6.6. The invoice shall include whatever reasonable expenses the Contractor has incurred [REDACTED]
[REDACTED]
[REDACTED] [REDACTED] [REDACTED].

OR

7. Confidentiality

- 7.1. In this paragraph, "Damage" means both economic loss, loss [REDACTED]
[REDACTED], [REDACTED], [REDACTED]
[REDACTED]. [REDACTED] [REDACTED]
[REDACTED]:
- 7.1.1 divulge to any person whatever or otherwise make use of [REDACTED]
[REDACTED], [REDACTED]
[REDACTED];
- 7.1.2 post any text, nor image, nor audio-[REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].
- 7.2. The parties agree that any Damage arising directly or [REDACTED]
[REDACTED]
[REDACTED].
- 7.3. The Client accepts personal liability for compliance with these
provisions by members of his family [and domestic staff] and the [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
- 7.4. No matter how this contract [REDACTED], [REDACTED]
[REDACTED] [REDACTED] [REDACTED].

8. Use of sub-contractors

- The Contractor may perform any or [REDACTED]
[REDACTED]
[REDACTED]:
- 8.1. first obtains the written consent [REDACTED]
[REDACTED]-[REDACTED];

OR

- 8.2. first obtains the written consent of the Client [REDACTED]
[REDACTED];
[REDACTED];
- 8.3. remains liable for the performance of this contract;
- 8.4. indemnifies the Client fully against any loss or [REDACTED]
[REDACTED].
- 8.5. [This contract / [REDACTED]] [REDACTED]
[REDACTED].

OR

- 8.6. So far as work under this [REDACTED]
[REDACTED], [REDACTED] [REDACTED].

OR

- 8.7. The Contractor shall not sub-[REDACTED]
[REDACTED].

9. Disclaimers and limitation of liability

- 9.1. This paragraph [REDACTED]
[REDACTED].
- 9.2. The following provisions set out the Contractor's entire [REDACTED] ([REDACTED]
[REDACTED]) [REDACTED]:
 - 9.2.1 any breach of [REDACTED]
[REDACTED]; [REDACTED]
 - 9.2.2 any representation statement or tortious [REDACTED]
[REDACTED].
- 9.3. Any act or omission on the [REDACTED], [REDACTED]
[REDACTED].
- 9.4. The Contractor's entire liability in respect of any Default [REDACTED]
[REDACTED].

OR

- 9.5. The Contractor's entire liability in respect [REDACTED] \$ 0 , 000 .)
- 9.6. The Contractor shall not be liable to the Client in respect of any Default, for loss of profits goodwill or any type [REDACTED]
[REDACTED] ([REDACTED]
[REDACTED]
[REDACTED])
[REDACTED]
[REDACTED].
- 9.7. If several Defaults give rise to substantially [REDACTED]
[REDACTED]
[REDACTED].
- 9.8. The Client agrees to give the [REDACTED] [28] [REDACTED]
- 9.9. The Contractor shall have no liability to the Client in respect of any Default unless the Client [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].
- 9.10. [REDACTED]
[REDACTED]
[REDACTED].
- 9.11. [REDACTED]
[REDACTED]
[REDACTED], [REDACTED], [REDACTED]
[REDACTED].
- 9.12. [REDACTED] ([REDACTED]
[REDACTED])
[REDACTED]
[REDACTED].
- 9.13. [REDACTED]
[REDACTED]
[REDACTED].

10. Duration and termination

10.1. This agreement shall continue until terminated:

- 10.1.1 [28] ;
- 10.1.2 [28] ;
- 10.1.3 [30] ;
- 10.1.4 ; , , ; .
- 10.2. , , , .

11. Assignment of this contract

- 11.1. , , , , ;

11.2. [REDACTED]
[REDACTED].

12. Uncontrollable events

12.1. [REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

OR

12.2. [REDACTED]
[REDACTED]
[REDACTED] [REDACTED]
[REDACTED], [REDACTED], [REDACTED]
[REDACTED]
[REDACTED].

OR

12.3. [REDACTED]
[REDACTED]
[REDACTED] [REDACTED], [REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED], [REDACTED].

12.4. [REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED].

12.5. [REDACTED]
[REDACTED].

12.6. [REDACTED], [REDACTED] [REDACTED]
[REDACTED / [REDACTED]].

12.7. [REDACTED], [REDACTED]
[REDACTED] [REDACTED] [REDACTED] [REDACTED]
[REDACTED];

12.8. [REDACTED]
[REDACTED];

12.9. [REDACTED]

12.10. [REDACTED]
[REDACTED]
/ [REDACTED]
[REDACTED]
[REDACTED]

13. Miscellaneous matters

13.1. [REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

13.2. [REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED], [REDACTED].

13.3. [REDACTED]
[REDACTED]
[REDACTED], [REDACTED], [REDACTED], [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED].

13.4. [REDACTED]
[REDACTED]
[REDACTED].

13.5. [REDACTED]
[REDACTED]

13.6. [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED].

13.7. [REDACTED] 1988 [REDACTED]
[REDACTED] (

[REDACTED], [REDACTED])
[REDACTED], [REDACTED] [REDACTED / [REDACTED]
[REDACTED] [REDACTED] [REDACTED]].

- 13.8. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

It shall be deemed to have been delivered:

[REDACTED];
[REDACTED];
[REDACTED];
[REDACTED] 72 [REDACTED];
[REDACTED] - [REDACTED];
[REDACTED] : [REDACTED] 24 [REDACTED]
[REDACTED] - [REDACTED];
[REDACTED] . [REDACTED]
[REDACTED] - [REDACTED] . [REDACTED], [REDACTED]
[REDACTED]
[REDACTED].

- 13.9. [REDACTED]
[REDACTED], [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED].

- 13.10. [REDACTED]
[REDACTED].

- 13.11. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED], [REDACTED]
[REDACTED].

- 13.12. [REDACTED], [REDACTED]
[REDACTED]
[REDACTED] [REDACTED].
[REDACTED]
[REDACTED] [REDACTED] [REDACTED].

Signed by the Contractor:

Signed by the Client [name]:

OR

Signed by [name] on behalf of [Company name]:

Signed by [name] on behalf of [Client name]:

Explanatory notes

Building contract: Small works

General notes

NSW

http://www.fairtrading.nsw.gov.au/ftw/Tradespeople/Building_industry_essentials/Consumer_building_quide.page

NT

<https://nt.gov.au/property/building-and-development/building-and-renovating-a-home/introduction>

Queensland

<http://www.qbcc.qld.gov.au/contracts/when-you-need-a-contract>

SA

<https://www.sa.gov.au/topics/planning-and-property/land-and-property-development/planning-professionals/builder-responsibilities>

TAS

http://www.justice.tas.gov.au/building/consumer_building_information

Victoria

<https://www.consumer.vic.gov.au/housing-and-accommodation/building-and-renovating/plan-and-manage-your-building-project/contracts>

WA

<https://www.commerce.wa.gov.au/consumer-protection/building-contracts>

2. Australian Taxation Office guidance

ATO guide provides information that is specific to businesses, including contractors and sub-contractors. in [REDACTED]

A horizontal sequence of 10 black squares arranged in two rows of five. The top row has a small gap between the first and second squares. The bottom row has a larger gap between the first and second squares.

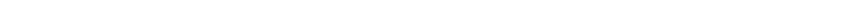
<http://www.ato.gov.au/Business/Building-and-construction/>

Paragraph specific notes

Comments specific to the numbered paragraphs

1. Definitions

You should first decide on the contents of the document, then return to check



By all means use the search/replace function in your word processor to change them. If

.....

Remember too, that when a word or phrase is defined, the defined
.....,
..... .

2. Interpretation

Leave these items in place unless there is a good reason to edit or remove.
Each of these items has been carefully considered
.....
.....
..... .

3. Relationship of parties

This is a simple statement for the avoidance of doubt. It
..... .

4. Client warranties

You need to be safe and sure. You may think of other requirements you need
in your particular projects.
.....,
..... .

5. The Project

A full description of each project should be provided in a schedule (a separate
document)
..... .

This document allows for further projects to be undertaken. It is important that
.....
....., :

The work described and agreed in this document will be done
..... [.....]."

The second half of this clause relates to work undertaken by other people
such as your employees or subcontractors. Even if work on a project will be
done by you,
.....
..... "....."
..... .

6. Contractor's fees and expenses

7. Confidentiality

8. Use of sub-contractors

9. Disclaimers and limitation of liability

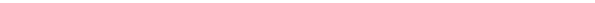
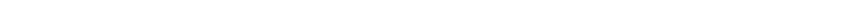
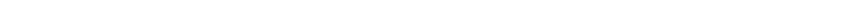
10. Duration and termination

We have no comment.

11. Assignment of this contract

Give careful thought to this. Consider the circumstances on both sides ■ ■ ■ ■

12. Uncontrollable events

Often referred to as “force ” 


13. Miscellaneous matters

End of notes