

AU-SGAcst18

## **Building Contract: small works: client version**



## **2. Interpretation**

In this agreement unless the context otherwise requires:

- 2.1. a reference to a person includes a human individual, a corporate entity and any organisation [■■■■■ ■■■■■ ■■■■■].
- 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 Contractor has not relied on any [■■■■■].

## **3. Contractor warranties**

The Contractor warrants that he:

- 3.1. holds and will maintain one or more policies of insurance covering all business risks [■■■■■ ■■■■■ ■■■■■].  
*OR*
- 3.2. will obtain insurance against liability for professional negligence in work done under this agreement and against third party liability whilst on the premises of the Client [■■■■■ ■■■■■ ■■■■■ ■■■■■].
- 3.3. will work safely and in accordance with the law and [■■■■■ ■■■■■].
- 3.4. will provide all necessary tools and equipment for completion of the Project, except [■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■ ■■■■■].

- 3.5. has made arrangements with relevant third parties, statutory authorities and any other relevant authority, for permissions, licences [REDACTED]  
[REDACTED], [REDACTED].

## 4. The Project

- 4.1. All work done by the Contractor for the [REDACTED]  
[REDACTED]  
[REDACTED].
- 4.2. The work under [REDACTED]  
[REDACTED].
- 4.3. So far as the Client offers other [REDACTED]  
[REDACTED]  
[REDACTED].
- 4.4. The Contractor may accept or decline any [REDACTED],  
[REDACTED]  
[REDACTED].
- 4.5. By accepting a Project, the Contractor [REDACTED]  
[REDACTED]  
[REDACTED].
- 4.6. The Contractor acknowledges that this agreement [REDACTED]  
[REDACTED]  
[REDACTED].
- 4.7. [Upon completion of any Project, the Contractor [REDACTED]  
[REDACTED]  
[REDACTED]  
.]
- 4.8. Unless otherwise stated in any Detailed Specification, [REDACTED]  
[REDACTED]  
[REDACTED].

## 5. Contractor's obligations

The Contractor agrees that he will:

- 5.1. accept full liability for payment of income tax and any other taxes ( [REDACTED]  
[REDACTED] ) [REDACTED]

- [REDACTED]
- 5.2. use only materials which [REDACTED]  
[REDACTED].
- 5.3. If, for a product to be used in any Project, the Detailed Specification fails to state the type, [REDACTED], [REDACTED], [REDACTED], [REDACTED]  
[REDACTED], [REDACTED],  
[REDACTED]  
[REDACTED].  
[REDACTED], [REDACTED].
- 5.4. At the completion of each Project leave the [REDACTED]  
[REDACTED]  
[REDACTED].

## **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]  
[REDACTED] [REDACTED] \$ [000] [REDACTED]  
[REDACTED]  
[REDACTED] \$ [000] [REDACTED].
- 6.2. After the end of each month the Contractor will send an [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED].
- 6.3. The Contractor shall at all times maintain accurate and up-to-date records of the time [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED] [15] [REDACTED]  
[REDACTED].
- 6.4. Each invoice submitted to the Client for time charged by [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED].
- 6.5. Payment will be made by [REDACTED] [14 [REDACTED]] [REDACTED]  
[REDACTED].

- 6.6. Payment will be in the sum specified in the invoice less a retention of [5] % [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED].
- 6.7. If the Client has found any defect and [REDACTED]  
[REDACTED], [REDACTED], [REDACTED],  
[REDACTED].
- 6.8. The invoice shall include whatever reasonable expenses the Contractor has incurred [REDACTED] [REDACTED]  
[REDACTED] [REDACTED].

*OR*

- 6.9. The Contractor will personally bear [REDACTED]  
[REDACTED].
- 6.10. No right of set off shall arise.

## 7. Use of sub-contractors

The Contractor may perform any or [REDACTED]  
[REDACTED]:

- 7.1. first obtains the written consent [REDACTED]  
[REDACTED];

*OR*

- 7.2. first obtains the written consent of the Client [REDACTED]  
[REDACTED];
- 7.3. remains liable for the performance of this contract;
- 7.4. indemnifies the Client fully against any loss or [REDACTED]  
[REDACTED].

*OR*

- 7.5. [This contract / [REDACTED]] [REDACTED]  
[REDACTED].

*OR*

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

*OR*

- 7.7. The sub contractor shall not sub-[REDACTED]  
[REDACTED].

## 8. Confidentiality

In this paragraph, "Damage" means [REDACTED], [REDACTED]  
[REDACTED], [REDACTED], [REDACTED]  
[REDACTED].

- 8.1. Each of the parties [REDACTED]  
[REDACTED]:
- 8.1.1 divulge to any person whatever or otherwise make use of [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED];
  - 8.1.2 post any text, nor image, nor audio-[REDACTED], [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED].
- 8.2. The parties agree that any Damage arising directly or [REDACTED]  
[REDACTED]  
[REDACTED].
- 8.3. The Client accepts personal liability for compliance with these  
provisions by [REDACTED]  
[REDACTED]  
[REDACTED], [REDACTED]-[REDACTED].
- 8.4. The Contractor hereby undertakes to make all employees agents and  
sub-contractors aware of [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED].
- 8.5. No matter how this contract [REDACTED],  
[REDACTED] [REDACTED].



- 10.2. the negligence of the Contractor; or
- 10.3. breach of this contract by the Contractor; or
- 10.4. [REDACTED]  
[REDACTED]; [REDACTED]
- 10.5. [REDACTED]  
[REDACTED]; [REDACTED]
- 10.6. [REDACTED]  
, [REDACTED], [REDACTED], [REDACTED], [REDACTED]  
[REDACTED]; [REDACTED]
- 10.7. [REDACTED]  
[REDACTED].

## **11. Contractor's other work**

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

## **12. Assignment of this contract**

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

## **13. Uncontrollable events**

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



## 14. Miscellaneous matters

- 14.1. [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED].
- 14.2. [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED].
- 14.3. [REDACTED]  
[REDACTED]  
[REDACTED], [REDACTED], [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED].
- 14.4. [REDACTED]  
[REDACTED]  
[REDACTED].
- 14.5. [REDACTED]  
[REDACTED]
- .
- 14.6. [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED].
- 14.7. [REDACTED] 1988 [REDACTED]  
[REDACTED] ( [REDACTED]  
[REDACTED], [REDACTED] ) [REDACTED]  
[REDACTED], [REDACTED] [REDACTED / [REDACTED]  
[REDACTED] [REDACTED] [REDACTED] ].
- 14.8. [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED].

It shall be deemed to have been delivered:

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

14.9. [REDACTED]  
[REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED]  
[REDACTED].

14.10. [REDACTED]  
[REDACTED].

14.11. [REDACTED], [REDACTED]  
[REDACTED]  
[REDACTED] [REDACTED]. [REDACTED]  
[REDACTED]  
[REDACTED] [REDACTED] [REDACTED].

Signed by the Client [name]

Signed by the Contractor:

OR

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

Signed by [name] on behalf of [Contractor's Company Name]





## **8. Confidentiality**

In this paragraph we have provided complete alternatives. We have assumed that ■■■■■  
■■■■■ . ■■■■■ ■■■■■ ■■■■■  
■■■■■ ■■■■■ ■■■■■ ■■■■■  
■■■■■ / ■■■■■ ■■■■■ ■■■■■  
■■■■■ .

At the very ■■■■■ - ■■■■■ ■■■■■ ■■■■■  
■■■■■ .

## **9. Duration and termination**

It is always a good ■■■■■ ■■■■■ ■■■■■  
■■■■■ .

## **10. Contractor's indemnity**

Full ■■■■■ .

## **11. Contractor's other work**

Protection against unexpected delay.

## **12. Assignment of this contract**

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

## **13. Uncontrollable events**

Often referred to as "force majeure" ■■■■■ ■■■■■  
■■■■■ ■■■■■ ■■■■■ ■■■■■  
■■■■■ . ■■■■■ ■■■■■ ■■■■■ .

## **14. Miscellaneous matters**

A number of special points we have identified each of these as important ■■■■■  
■■■■■ ■■■■■ ■■■■■ ■■■■■  
■■■■■ , ■■■■■ ■■■■■ ■■■■■  
■■■■■ ■■■■■ ■■■■■ ■■■■■  
■■■■■ ■■■■■ ■■■■■ ■■■■■  
■■■■■ .

## **End of notes**