Tradesman contract with householder client

This agreement is dated:		ment is dated:	[date]		
It is made between		oetween	[Plumber's name]		
Of			[address] [(the "Plumber")]		
And			[Client name]		
Of			[Client address] (the "Client")		
Bacl	kgroun	d			
		•	ent is to set out the legal contract between the [Plumber] with the work described in the specification (the "■ ■ ■		
• • •	• • ") •				
"Proj	ject" me	eans the work to	be done under the terms of this		
	• • • •	•••••			
The	terms (of this agreeme	ent are:		
1.	Spe	ecification a	and requirements		
	1.1.	-	nt is for the [self employed] [Plumber] to complete the		
	4.0	The IDb and and			
	1.2.		is alone responsible for all taxes arising on money the Client and indemnifies the		
	1.3.	The [Plumber]	is/is not registered for ■ ■ ■ , [■ ■ ■ 123456789].		
	1.4.	The [Plumber]	is registered with [• • • • • • • , • • • • • •].		
	1.5.		ne is responsible for all statutory or other governmental ssions and requirements and the [Plumber] is entitled to		
	1.6.	All work shall l	be to the Detailed Specification [and to the ■ ■ ■ ■ ■ ■ ■ ■		

1.7.	The [Plumber] agrees to provide staff of an appropriate level of skill
1.8.	When the work is complete, the site will ••••••••••••••••••••••••••••••••••
1.9.	The Project will be completed in accordance
	[Timetable]
Inte	rruptions and expense
	Client's attention is drawn to the following special requirements, uptions and expense. Delay caused by these
2.1.	The requirement for more than one skip is \blacksquare
2.2.	The work could be delayed by inclement weather.
2.3.	The work must not be covered with paint or any other decoration
2.4.	It is assumed that the Client will [= = = / = = = / = = =] = = = = = = = =
2.5.	The skip and the [Plumber]'s van will occupy • • • • • • • • • • • • • • • • • • •
2.6.	Extra time will be incurred if the Client fails to $\blacksquare \blacksquare \blacksquare$
2.7.	Access to the site will be provided by the Client from [7.30]

2.

3.	[Plu	mber]'s account and expenses
	3.1.	The sum stated in the Detailed Specification as the
	3.2.	Upon completion of the Project, the [Plumber] shall submit an account. Payment shall
	3.3.	The account shall include whatever reasonable expenses the [Plumber] has ••••••[•••••[••••••••••••••••••••••••
	3.4.	A complaint or rejection of some part of work
	3.5.	The [Plumber] reserves the right to charge the Client interest in respect of the late payment of any
	3.6.	The cost of any materials
	[Acc	count and expenses: possible alternative terms]
	3.7.	A cheque is
	3.8.	The full cost of the Project

3.10. Payment for the work of the $[\blacksquare \blacksquare \blacksquare \blacksquare] \blacksquare \blacksquare \blacksquare \blacksquare$

3.9.

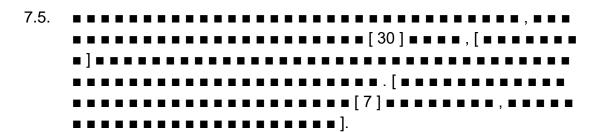
	3.12.	Except the termination of this contract under following paragraph, the Client will
		• • • • • • [• • • •], • • • • • • • • • • • • • •
4.	Safe	ety and insurance
	4.1.	The Client warrants that any equipment he supplies for the use of the
		• • • 12 • • • • .
	4.2.	The [Plumber] undertakes to obtain insurance against liability for professional negligence in
	4.3.	The Client undertakes at all times to maintain appropriate insurances and in ••••, •••••, •••••
5.	Con	fidentiality
	5.1.	In this paragraph, "Damage" means both economic loss, loss
	5.2.	Each party to this contract
		5.2.1 divulge to any person whatever or otherwise make use of

3.11. Payment for the work of the [Plumber] shall be made on the Friday of

			•••••;
		5.2.2	post any text, nor image, nor audio-■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
			,
	5 0	Thana	
	5.3.	ne pa	arties agree that any Damage arising
	5.4.		lient accepts personal liability
	5.5.	No ma	atter how this contract ends,
			• []
6.	Lim	itatio	n of liability
	This	paragrap	oh = = = = = = = = = = = = = = [= = =].
	6.1.	This pa	aragraph applies to all of:
		6.1.1	a defect in work done or not done
		6.1.2	a breach • • • • • • • • • • • • • • • • • • •
		6.1.3	negligence or any other tort
	Any c	of the ■ i	
	6.2.		[]
			••••••
	0.0		
	6.3.		• • • • • • • • • • • • • • • • • • •

		•
	6.5.	
	6.6.	
	OR	
	6.7.	[]'s
		•
_	11	and and Habita accounts
7 .	unc	
		controllable events
	7.1.	
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	7.1.	
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	AND/	OR
	AND/ 7.2.	OR , []
	AND/	OR , , , , , , , , , , , , , , , , , , ,

7.4.	



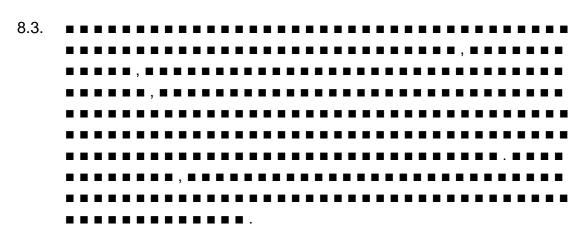




8. Miscellaneous matters

	 	■ .		
	 	■■■, ■	 	
8.1.	 		 	

	 	,	
8.2.	 	,	



8.5.	
8.6.	
	- ■ ■ ■ . It shall be deemed to have been delivered:
	72; ;
8.7.	• • • • • •].
0.7.	
8.8.	
8.9.	
	1

Signed by [Plumber's name]:

Signed by [Client name]:

Schedule: Detailed Specification

[Enter work description]

Explanatory notes:

Tradesman contract with householder client

General notes

1. V	What is	in i	the	agreement?
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The main purposes of this agreement are:

- to enable you to do the agreed work;
- to get paid for the specified work;
- to get paid for extras;
- not be liable to your client for more than you $\blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare \blacksquare$,
- to convince your client that you are a competent and ■ ■ ■ ■

The version of this document you will need for one client might be quite different from what you need for another. It is a good idea to keep this full version and take a copy of it to edit for each client.

2. We have drawn this document for small building work. Where the value is around \$2,000. However, this value also varies from one state to another. The work above

NSW

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

NT

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

Queensland

http://www.gbcc.gld.gov.au/contracts/when-you-need-contract

C	٨
3	А

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

3. Guidance for builders and contractors

.,
information that is specific to businesses, including contractors and sub- ■ ■
Department of Industry, Innovation and Science provides guide containing

https://www.business.gov.au/planning/templates-and-tools/industry-factsheets/building-and-construction-industry-fact-sheet#contractors

Paragraph specific notes

Drafting notes specific to the numbered paragraphs

4	A 161 41		
1	SNACITICATION	and rodiliromont	c
1.	SUCCITICATION	and requirement	. 5

We make clear that you are self employed and responsible for your own taxes. Why?
Clients also like to •••••••••.
Avoid responsibility for any sort of permission or licence. Whatever
• • • , • • • • • • • • • • • • • • • •
A few more items

2. Interruptions and expense

	So often a profitable job is spoiled by unforeseen extras which fall to you to be paid. How far you accept these is up to you, but you should be able to quote a
	You may like to add special requirements in time, space, plant, access or even weather. You may require
	Many clients find it all too easy to tell you what they want, then add to it as the job progresses. Or you find extra work
2	IDlumbarl's secount and synapses
3.	[Plumber]'s account and expenses Getting paid is a building industry worker's nightmare. Having this
	There are so many alternative arrangements that we have given you first a
	suggested complete set and
	Account and expenses: possible alternative terms
	Here we have given you a menu of alternative sub
	Whatever payment arrangement you make,
	We repeat:

Safety and insurance
If your client is happy to lend you his ladder without telling you that the middle rung is loose,
Confidentiality
This paragraph is intended to prevent your client from telling the World
Limitation of liability
You are the expert. Your client is a "consumer". Consumers are protected. You cannot
There are several essential edits required as to the
We have provided the words so that:
client has to get all complaints together at once
give you • • • • • • • • • • • • • • • • • • •
your total liability is limited.
Uncontrollable events

4.

5.

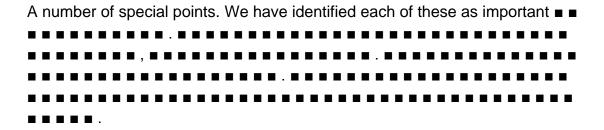
6.

7.

Often referred to as "force majeure". This is a difficult one to \blacksquare \blacksquare \blacksquare

			,		 ■, .
We	suggest you	start by readi	ng all the prov	risions in ■ ■ I	

8. Miscellaneous matters



End of notes