

NZ-SGAcs17

## **Building contract: Small works**



"Specification" means a specification of the work ■■■■■■  
■■■■■.

## 2. Interpretation

In this agreement unless the context otherwise requires:

- [illegible]

### 3. Relationship of parties

- 3.1. Nothing
- 3.2. Neither party shall have

#### 4. Client warranties

The Client warrants that he:

- [illegible]







## 8. Use of sub-contractors

The Contractor may perform any or \_\_\_\_\_  
 \_\_\_\_\_ - \_\_\_\_\_ :

- [illegible]

OR

- [illegible]

- 8.3. remains liable for the performance of this contract;



- 8.5. [This contract / ■■■■■■■■■■] ■■■■■■■■■■  
 ■ [■■■■■] ■■■■■.

OR

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

OR

- 8.7. The Contractor shall not sub-

## 9. Disclaimers and limitation of liability

- 9.1. This paragraph ■■.

- 9.2. The following provisions set out the Contractor's entire ( )  
 ) :

- [illegible]

- [illegible]











13.7.  $\frac{1}{n} \sum_{i=1}^n \frac{1}{x_i} \geq \frac{1}{\frac{1}{n} \sum_{i=1}^n x_i}$  1993each  $\frac{1}{n} \sum_{i=1}^n \frac{1}{x_i} \geq \frac{1}{\frac{1}{n} \sum_{i=1}^n x_i}$  (  $\frac{1}{n} \sum_{i=1}^n \frac{1}{x_i} \geq \frac{1}{\frac{1}{n} \sum_{i=1}^n x_i}$  ,  $\frac{1}{n} \sum_{i=1}^n \frac{1}{x_i} \geq \frac{1}{\frac{1}{n} \sum_{i=1}^n x_i}$  )  $\frac{1}{n} \sum_{i=1}^n \frac{1}{x_i} \geq \frac{1}{\frac{1}{n} \sum_{i=1}^n x_i}$   $\frac{1}{n} \sum_{i=1}^n \frac{1}{x_i} \geq \frac{1}{\frac{1}{n} \sum_{i=1}^n x_i}$  ,  $\frac{1}{n} \sum_{i=1}^n \frac{1}{x_i} \geq \frac{1}{\frac{1}{n} \sum_{i=1}^n x_i}$  [  $\frac{1}{n} \sum_{i=1}^n \frac{1}{x_i} \geq \frac{1}{\frac{1}{n} \sum_{i=1}^n x_i}$  /  $\frac{1}{n} \sum_{i=1}^n \frac{1}{x_i} \geq \frac{1}{\frac{1}{n} \sum_{i=1}^n x_i}$  ] [  $\frac{1}{n} \sum_{i=1}^n \frac{1}{x_i} \geq \frac{1}{\frac{1}{n} \sum_{i=1}^n x_i}$  ] [  $\frac{1}{n} \sum_{i=1}^n \frac{1}{x_i} \geq \frac{1}{\frac{1}{n} \sum_{i=1}^n x_i}$  ].

It shall be deemed to have been delivered:

$\frac{72}{24} = 3$

[illegible][illegible][illegible][illegible]

Signed by the Contractor [name]

Signed by the Client [name]:

OR

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

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

## Schedule 1: Description of the Project

[ ..... ( ..... )]

[ .....  
..... ]

[ .....  
.. ( ..... )]

[ .....  
..... ]

[other]

### Explanatory notes:

### Building contract: Small works

## General notes

As a contractor, you are required to meet certain documentation requirements. You must provide a disclosure statement and standard checklist to the client if either:

- you have been asked to provide it or;
- the residential building contract cost \$30,000 or more (including GST)

A standard disclosure statement and checklist can be accessed at:

<https://www.building.govt.nz/projects-and-consents/why-contracts-are-valuable/consumer-protection-disclosure-and-checklist/>

## 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 what definitions are needed and whether they really ■■■■■■■■■■  
■■■■■■■■■■.

We have used the term “Project” to define the task, services you provide to the client. This is quite generic term and ■■■■■■  
■■■■■■.

[illegible]

Remember too, that when a word or phrase is defined, the defined meaning capitalised, takes precedence over the ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■  
■■■■■■■■■■.

## 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

This paragraph is something of a menu. Decide what are your terms and  
select or edit to fit what you want. The terms are flexible .....  
.....  
..... , ..... , .....  
.....

### 7. Confidentiality

A useful provision for both sides neither side wants .....  
.....

### 8. Use of sub-contractors





### 13. Miscellaneous matters

[illegible]

## End of notes