# **Building contract: Small works**

This a	greement is dated:	[dated]								
It is ma	ade between									
[Contr	actor's name] [comp	any number]								
of	[address] (the "Contractor")									
and										
[Client	name]									
of		[address] (the "Client")								
Backg	ground									
	urpose of this agreer e Client and to ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .	ment is to set out the legal contract between the Contractor								
The te	erms of this Agreen	nent are:								
Projec	t Site:									
Expec	ted Start Date:									
Expec	ted Finish Date:									
1.	Definitions									
	In this agreement, the	he following words shall have the following meanings,								
	"Project"	means any piece of work or recurring work to be done from time to time by the Contractor for the Client.								
	"Confidential Inform	means all personal and business information about the parties to this agreement. It includes among other things: information about lifestyle, family, home, staff, ( • • • • • • • • • • • • • • • • • •								

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## 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

- 2.5. all money sums mentioned in this agreement are calculated net of GST, which

## 3. Relationship of parties

- 3.1. Nothing
- 3.2. Neither party shall have

## 4. Client warranties

The Client warrants that he:

4.1. holds and will

4.2.	will = =									
4.3.	has made									
4.4.	will arra	ange with his								
The	Proje	ct								
5.1.	All wor	k shall be to the Specification set ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ .								
5.2.	The Sp	pecification shall describe, among other data:								
	5.2.1	the work to be done;								
	5.2.2	the outcomes to be expected;								
	5.2.3	the timescale and milestones;								
	5.2.4	the method of calculating sums due								
	5.2.5	the hours of work or fixed price;								
	5.2.6	special requirements as to payment.								
5.3.	So far	as the Client offers other								
	••••									
5.4.	The Co	ontractor may accept or decline ■ ■ ■ ■ ■ ■ ■ . ■ ■ ■ ■ ■ ■								
	,	••••••••••••••••••••••••••••••••••••••								
5.5.	Ву асс	epting a Project the Contractor agrees ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■								
5.6.	The Co	ontractor acknowledges that this agreement								
	••••									
5.7.	[Upon	completion of any Project, the Contractor shall write ■ ■ ■ ■ ■								

	5.8.	Unless otherwise stated in •••••, ••••.
6.	Cor	ntractor's fees and expenses
	6.1.	Unless specified to the contrary in any ••••, ••••• ••••• ••••••••••••••••••••
	OR	
	6.2.	at the rate of \$ [000] per • • • • • • • • • • • • • • • • • • •
	6.3.	After the end of each month, the Contractor will send an
	6.4.	Each invoice submitted to the Client for
	6.5.	Payment of the sum specified in the   1 14 ]  1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
	6.6.	The Contractor shall at all times maintain accurate and up-to-date records of the time
	6.7.	The invoice shall include whatever reasonable expenses the Contractor has incurred •••••••••••••••••••••••••••••••••••
	OR	
	6.8.	The Contractor will personally bear
	6.9.	The Contractor shall be entitled after [28 days] notice to the Client and

6.10.	respect ■ ( ■ ■	ontractor reserves the right to charge the Client interest in to of the late payment of any money   5]
Con	fident	iality
7.1.		paragraph, "Damage" means both economic loss, loss of
7.2.	Each o	f the parties = = = = = = = = = = = = = = = = = = =
	7.2.1	divulge to any person whatever or otherwise make use of
	7.2.2	post any text, nor image, nor audio-
7.3.	The pa	rties agree that any Damage arising directly or
7.4.		ent accepts personal liability for compliance with these ons by members of his family [and domestic staff] and the
7.5.	No mat	ter how this contract

## 8. Use of sub-contractors

9.

The C	ontractor may perform any or • • • • • • • • • • • • • • • • • •
8.1.	first obtains the written consent
OR	
8.2.	first obtains the written consent of the Client
	;
8.3.	remains liable for the performance of this contract;
8.4.	indemnifies the Client fully against any loss or ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
8.5.	[This contract / • • • • • • • ] • • • • • • • • • • •
OR	
8.6.	So far as work under this ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
	,[].
OR	
8.7.	The Contractor shall not sub- • • • • • • • • • • • • • • • • • • •
Disc	aimers and limitation of liability
9.1.	This paragraph ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
9.2.	The following provisions set out the Contractor's entire ■ ■ ■ ( ■ ■ ■
	)
	9.2.1 any breach of •••••••••••••••••••••••••••••••••••
	9.2.2 any representation statement or tortious • • • • • • • • • • • •

9.3.	Any act or omission on the
9.4.	The Contractor's entire liability in respect of any Default
OR	
9.5.	The Contractor's entire liability in respect • • • • • • • • • • • • • • • • • • •
9.6.	The Contractor shall not be liable to the Client in respect of any Default, for loss of profits goodwill or any type
9.7.	If several Defaults give rise to substantially
9.8.	The Client agrees to give the <b>************************************</b>
9.9.	The Contractor shall have no liability to the Client in respect of any Default unless the Client
9.10.	Nothing in this paragraph shall confer • • • • • • • • • • • • • • • • • • •
9.11.	The Contractor shall not be liable to the Client for
9.12.	This paragraph (and any other paragraph which excludes • • • • • • •

9.13.

### 10. Duration and termination

This agreement shall continue until terminated:

10.2.

10.3.

----;----;

10.4.

10.5.

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## 11. Assignment of this contract

11.1. Neither party may assign,

		■ this agreement.
	11.2.	The benefit and
12.	Unc	ontrollable events
	12.1.	
	OR	
	12.2.	
	OR	
	12.3.	
	12.4.	
	12.5.	
	12.6.	
	12.7.	
	12.8.	

12.9.													
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13.6.													

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10.7.																			
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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 

By all means use the search/replace function in your word processor to change them. If you do change a defined term, make sure it

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

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### 2. Interpretation

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

**Use of sub-contractors** 

	This important issue should be covered carefully. You
9.	Disclaimers and limitation of liability
	The law is complicated and much depends on the facts of each case. Our best advice
	You will see that we have also included in the provision for your employees
	As drawn, you have very little liability. The extent to which you are able to
	As drawn, you have very little liability. The extent to which you are able to ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■
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

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

## **End of notes**