

NZ-SGAcst18

Building contract: small works: client version

“Detailed Specification” means specification of the work constituting a Project as described fully ■■■■■■■■■■ 1 ■■■■■■■■■■.

2. Interpretation

In this agreement unless the context otherwise requires:

- 2.1. a reference to a person ■■■■■■■■■■
- 2.2. any agreement ■■■■■■■■■■ to do or omit to do that same thing;
- 2.3. in the context of permission, “■■■■■■■■■”.
- 2.4. the headings to the ■■■■■■■■■■ convenience only and do not affect the interpretation
- 2.5. all money sums mentioned in this ■■■■■■■■■■.
- 2.6. In ■■■■■■■■■■.

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 [■■■■■■■■■].

- [illegible]

4. The Project

- [illegible]

5. Contractor's obligations

The Contractor agrees that he will:

- [illegible]

.....
.....

6.7. If the Client has found any defect and
..., ,
.....

6.8. The invoice shall include whatever reasonable expenses the
Contractor has incurred [.....
.....
.....] [.....].

OR

6.9. The Contractor will personally bear
.....

6.10. No right of set off shall arise.

7. Use of sub-contractors

The Contractor may perform any or
..... - :

7.1. first obtains the written consent
..... - ;

OR

7.2. first obtains the written consent of the Client
..... -
..... - ;

7.3. remains liable for the performance of this contract;

7.4. indemnifies the Client fully against any loss or
.....
..... -

OR

7.5. [This contract /]
[.....]

OR

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

OR

[illegible]

8. Confidentiality

8.1. In this paragraph, “Damage” means both economic loss, loss of _____
_____, _____, _____,
_____ “ _____ ” _____
_____, _____.

[illegible][illegible][illegible]

8.3. The parties agree that any Damage arising directly or indirectly from the use of the Services shall be limited to the amount paid by the user for the Services.

8.4. The Client accepts personal liability for compliance with these provisions by _____

_____.

[illegible][illegible]

9. Duration and termination

This agreement shall continue until terminated:

- 9.1. by one party giving [28] ;
- 9.2. immediately by either party if the other commits any material breach of any term [30] ;
- 9.3. immediately by either party if a trustee receiver administrative receiver or similar officer is appointed in respect of all or any part of the business or assets ();
- 9.4. The Client may terminate :
- 9.4.1 the Contractor is in breach ;
- 9.4.2 the Contractor is or becomes incompetent or ;
- 9.4.3 the Contractor refuses to carry .

10. Contractor's indemnity

The Contractor agrees to indemnify the _____
_____, _____:

- [illegible]

- [illegible]

11. Contractor's other work

.....
.....:

- 11.1. 
 .
- 11.2. 

 .

12. Assignment of this contract

[illegible]

13. Uncontrollable events

[illegible]

OR

.....

 3 ,
 ,

OR






[illegible][illegible][illegible]

13.4. $\frac{1}{2} \left(\frac{1}{2} + \frac{1}{2} \right) = 1$.

[illegible][illegible]

13.7. `.....,`
`..... [30], [.....`
`.....]`
`.....`

[illegible][illegible]

14.9.  , 




[illegible]

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Signed by the Contractor [name]

OR

[REDACTED]

[illegible]

Schedule 1: Detailed Specification

 $[\text{ }]$

```
[ .....
 .....]
```

$$[\text{ } \dots \text{ } \quad \text{ } (\text{ } \dots \text{ })]$$
[illegible]

[other]

Explanatory notes:

Building Contract: Small works: Client Version

General notes

Before you sign the contract make sure you have seen the contractor's disclosure statement and standard checklist. You must be given the disclosure statement and standard checklist if either:

- You ask them for it
- Your residential building contract cost \$30,000 or more (including GST)

You can access a standard disclosure statement and standard checklist 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 ■■■■■■■■■■
■■■■■■■■■■.

[illegible][illegible][illegible]

2. Interpretation

