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

This agreement is dated: [Date]

It is made between: [Client name]

of [address] (the "Client")

and [Contractor's name]

of [address] (the "Contractor")

#### **Background**

The terms of this Agreement are:

### 1. Definitions

"Project"

means the work to be done under this contract as fully described in the Detailed Specification, or, where the context permits, work which may

"Confidential Information" means all information about the parties to this

agreement. That includes their business information and all information about every aspect

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"Intellectual Property" means intellectual property owned by the Client,

of every sort, and including, among others, designs, copyrights, software, domain names, discoveries, Know-■■■■, ■■■■■■■■■■

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"Know-how" means methods, procedures and ways of

working and organising which are ■ ■ ■ ■ ■ ■

....................

"Detailed Specification"		means specification of the work constituting a Project as described fully •••••••••••••••••••••••••••••••••••							
Inter	pretation								
In this	In this agreement unless the context otherwise requires:								
2.1.	a reference to a perso	on = = = = = = = = = = = = = = = = = = =							
2.2.	any agreement ••••• to do or omit to do that same thing;								
2.3.	in the context of permission, "  ""  "".								
2.4.		onvenience only and do not affect the							
2.5.	all money sums mentioned in this = = = = = = = = = = = = = = = = = = =								
2.6.	In = = = = = = = =								
Con	tractor warranti	es							
The C	ontractor warrants tha	t he:							
3.1.	holds and will maintai business risks ■ ■ ■	n one or more policies of insurance covering all							
OR									
3.2.		against liability for professional negligence in work ement and against third party liability whilst on the towns and the second							
3.3.	will work safely and in	accordance with the law and							
3.4.	will provide all necess	sary tools and equipment for completion of the							

3.

3.5	has made arrangements with relevant third parties, statutory authorities and any other relevant authority, for permissions, licences    I I I I I I I I I I I I I I I I I I
TI	ne Project
4.1	All work done by the Contractor for the Client shall be treated as being subject to the terms ••••••••••••••••••••••••••••••••••••
4.2	The work under each Project shall be set
4.3	So far as the Client offers other Projects to the Contractor they are deemed to be •••••••••••••••••••••••••••••••••••
4.4	The Contractor may accept or decline any Project. Once accepted, each Project will
4.5	By accepting a Project the Contractor agrees to provide staff of an appropriate level of
4.6	The Contractor acknowledges that this agreement imposes no obligation on the Client to
4.7	[Upon completion of any Project, the Contractor shall write a record of the work done recording what has ••••••].
4.8	Unless otherwise stated in any Detailed Specification, the terms set out in this agreement shall apply •••••••••••••••••••••••••••••••••••
Co	ontractor's obligations
The	e Contractor agrees that he will:
5.1	accept full liability for payment of income tax and any other

5.2.	use only materials which
5.3.	If, for a product to be used in any Project, the Detailed Specification fails to state the type,
5.4.	At the completion of each Project leave the
Cor	tractor's fees and expenses
6.1.	Unless specified to the contrary in any Project, the Client will pay the Contractor [[the sum of \$ [ = = = ] = = = = = = = = = = = .] = = = =
6.2.	After the end of each month the Contractor will send an
6.3.	The Contractor shall at all times maintain accurate and up-to-date records of the time
6.4.	Each invoice submitted to the Client for time charged by
6.5.	Payment will be made by ••••• [14••••] ••••
6.6.	Payment will be in the sum specified in the invoice less a retention of [5] % ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■ ■

	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 C	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 ••••••••••••••••••••••••••••••••••••

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7.7.	The [name the sub contractor]
	••••••

# 8. Confidentiality

8.1.	In this paragraph, "Damage" means both economic loss, loss of
8.2.	Each of the parties
	8.2.1 divulge to any person whatever or otherwise make use of
	8.2.2 post any text, nor image, nor audio-
8.3.	The parties agree that any Damage arising directly or
8.4.	The Client accepts personal liability for compliance with these provisions by
8.5.	The Contractor hereby undertakes to make all employees agents and sub-contractors aware of
8.6.	No matter how this contract,

#### **Duration and termination** 9.

This a	agreeme	nt shall continue until terminated:							
9.1.	-	party giving [ 28							
9.2.		iately by either party if the other commits any material breach of							
		[ 30 ]							
9.3.	or simil	iately by either party if a trustee receiver administrative receiver lar officer is appointed in respect of all or any part of the ss or assets							
9.4.	The Cli	ient 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							
Con	Contractor's indemnity								

	agrees to ii	,					•
any claim	or assessi	ment or ord	ler to pay	tax based	on any su	ım paid b	•
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12.		ignment of this contract
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11.	Con	tractor's other work
	10.8.	
	10.7.	a claim by any person at any time, even after
		failure of the Contractor to comply with
	10.5.	unreasonable delay • • • • • • • • • • • • • • • • • • •
	10.4.	failure of the Contractor
		breach of this contract by the Contractor; or
	10.2.	the negligence of the Contractor; or

## 13. Uncontrollable events

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OR														
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OR														
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12.2	■■,													
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13.3.														
13.4.													_ r _	_
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13.5.	• • •													
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13.6.												• • •		
13.7.	•••										•			
10.7.				 	 		 	[ 30	]		<b>,</b> [			
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13.8.									
13.9.				•••	• • • •	 			
Misc	ellar	neous	s matt	ers					
14.1.		• • • •		,	• • • •				
14.2.					■■■,	 			
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14.11.		•••	• • •	::	• • •			•••	••	•••	• •					•
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14.12.	•••															

Signed by the Client [name]

Signed by the Contractor [name]
OR

Schedule 1: Detailed Specification
[
] [
[
[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 \$30,000or 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 

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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Remember too.

#### 2. Interpretation

Each	of these items in place unless there is a good reason to edit or remove.  of these items has been carefully considered in the context of this  ement and has been included for a purpose.
Cont	ractor warranties
	need to be safe and sure. You may think of other requirements you need
The F	Project
	description of each Project should be provided in a schedule (a separate ment that is attached) to
	,=======:
4.1.	the work to be done;
4.2.	the outcomes to be expected;
4.3.	the timescale and milestones;
4.4.	the method of calculating ••••••••;
4.5.	the hours of work or fixed price;
4.6.	special requirements as to payment.
This	document allows for further projects to be undertaken. It is important that
	,
	work described and agreed in this document will be done
The s	second half of this clause relates to work undertaken by other people as your employees or subcontractors. Even if work on a project will be by you
	""
Cont	ractor's obligations

3.

4.

Three unrelated items that do not fit elsewhere Important

#### 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.	Use of sub-contractors
	This important issue should be covered carefully. You may fully intend that ■
8.	Confidentiality
	In this and the following paragraph we have provided complete alternatives.  We have
	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 competition.
12.	Assignment of this contract
	Give careful thought to this. Consider the circumstances on both sides • • •

**Uncontrollable events** 

	Often referred to as "force majeure" = = = = = = = = = = = = = = = = = = =
4.	Miscellaneous matters
	A number of special points we have identified each of these as important

## **End of notes**