# Minor Works with Design Conditions of Contract

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| Project name |  |
|  |
| Project number |  |

## CONDITIONS OF CONTRACT

### DEFINITIONS

The following definitions apply to this Contract:

‘Building Certifier’ means a Queensland Building and Construction Commissioned licensed Building Certifier;

‘Contract’ means the agreement in writing between the Principal and the Contractor for the execution of the work under the Contract, including the tender documents;

‘Contractor’ means the person or company whose tender for the work under the Contract has been accepted and its executors, administrators, successors or permitted assigns;

‘Date for Practical Completion’ means the date, or last day of the period of time, specified in the Annexure.

‘Ethical Supplier Mandate’ means the Queensland Government policy titled “Buy Queensland: Ethical Supplier Mandate” or any policy that replaces that policy;

‘Ethical Supplier Threshold’ means the Ethical Supplier Threshold described in the Queensland Procurement Policy;”

‘Practical Completion’ means the work under the Contract is complete in accordance with the Contract except for minor omissions and defects which will not (and the rectification of which will not) prevent or impair the normal use and occupation of the Works;

‘Principal’ means the person identified as the Principal in the Annexure;

‘Queensland Procurement Policy’ means the Queensland Government policy titled “Queensland Procurement Policy 2018” or any policy which replaces that policy;

‘Site’ means the land and other places to be made available and any other lands and places made available to the Contractor by the Principal for the purpose of the Contract;

‘Superintendent’ means the person nominated by the Principal to exercise the functions of the Superintendent under the Contract who at all times must exercise its functions acting honestly and fairly, acts within certain times prescribed under the Contract or where no times, a reasonable time, and arrives at a reasonable measure of value of work, quantities or time. The Superintendent may appoint a Representative to exercise any of its powers, duties, discretions and authorities;

‘Work under the Contract’ means the work which the Contractor is or may be required to execute under the Contract including any variations;

‘Works’ means the whole of the work to be executed and completed in accordance with the Contract, including all variations provided for by the Contract, which by the Contract is to be handed over to the Principal.

### EXECUTION OF WORKS

The Contractor shall undertake the work under the Contract in accordance with the Contract and any other documents issued by the Principal. Unless otherwise provided, the Contractor is responsible for all things, including items not expressly mentioned in the Contract, necessary for satisfactory completion of the Works. The documents forming the Contract are mutually explanatory and anything contained in one but not in another is equally binding as if contained in all.

The Contractor shall comply with the requirements of legislation and public or other authorities affecting the Works, and unless otherwise specified pay all fees, give all notices and obtain necessary consents.

### DESIGN RESPONSIBILITY

* + 1. The Contractor shall:
			1. complete the design and documentation of the Works, including drawings and trade specifications, in accordance with the Contract and all relevant legislative requirements; and
			2. ensure that materials and standards of workmanship prescribed in drawings, trade specifications and other documents are fit for the purpose specified in the tender documents, and are consistent with the nature and character of the Works and in accordance with the Contract.
		2. The Contractor warrants to the Principal that:
			1. the Contractor will exercise the degree of skill, care and diligence expected of a competent design professional in carrying out the design and documentation of the Works; and
			2. the design of the Works will comply with the Contract and will in all respects be fit for the purpose specified in the tender documents.
		3. The Contractor shall remain responsible for the design of the Works notwithstanding any approval or confirmation given in connection with the *Building Act 1975* (Qld) or any review or approval of the design undertaken by or on behalf of the Principal.
		4. The Contractor acknowledges that the Principal is relying on the Contractor’s skill and expertise in undertaking the design and construction of the Works.

### BUILDING CERTIFIER

* + 1. A Building Certifier is required to be engaged by the party stated in the Annexure to provide advice on compliance of the Works with the provisions of the *Building Act 1975* (Qld) and, in the performance of the Building Certifier’s duties, must be required to act as an independent party and not as an agent of the Principal.
		2. The Contractor shall be responsible for obtaining confirmation of compliance with the *Building Act 1975* (Qld), or if required, Building Act approval under the *Building Act 1975* (Qld), in respect of the design of the Works. For this purpose, the Contractor shall pay all fees and submit to the Building Certifier all material necessary for obtaining such confirmation or approval. The Contractor shall allow a minimum of 28 days for confirmation or approvals under the *Building Act 1975* (Qld).
		3. The Contractor shall be responsible for providing the plumbing and drainage plans to the relevant authority for review of compliance with the *Plumbing and Drainage Act 2018* (Qld) and ensure the plans are stamped and approved in accordance with the requirements of that legislation at the Contractor’s own cost. During construction of the Works, the Contractor shall arrange for the plumbing and drainage installations to be inspected by all relevant authorities and all associated fees shall be paid by the Contractor.
		4. Approvals and certificates issued by the Building Certifier and relevant authorities shall be provided to the Principal for Practical Completion.

### ASSIGNMENT AND SUBCONTRACTING

The Contractor shall not assign the work under the Contract, any part thereof, or any payment without the prior written approval of the Superintendent. If requested, the Contractor shall notify the Superintendent in writing of the name and details of any subcontractor and the value of the subcontract. The Contractor shall not, without the prior written approval of the Superintendent, allow a subcontractor to subcontract work under the Contract. The Superintendent may, in its entire discretion and without giving reasons, reject any such request for approval by the Contractor.

### WORK HEALTH AND SAFETY ACT 2011

###### Definitions

For the purposes of this clause:

‘Act’ means the *Work Health and Safety Act 2011* (Qld), as amended from time to time;

‘construction project’ and construction work’ have the same meaning as in the Regulation;

‘inspector’, ‘notifiable incident’, ‘principal contractor’, ‘regulator’, ‘structure’ and ‘workplace’ have the same meaning as in the Act;

‘Regulation’ means the *Work Health and Safety Regulation 2011* (Qld), as amended from time to time.

###### Contractor’s Obligations

* + 1. In relation to the work under the Contract, the Contractor will:
			1. comply with and discharge all obligations imposed on the Contractor by the Act, the Regulation and any other regulation in connection with health and safety including without limitation on a person who conducts a business or undertaking;
			2. unless otherwise advised in writing, accept that it is the person having management or control of the workplace at which the work under the Contract is being undertaken; and
			3. discharge the duties of a person who conducts a business or undertaking under the Regulation, and
			4. without limiting paragraph (i), ensure its officers, employees and agents, subcontractors and its subcontractors’ officers, employees and agents, discharge their respective duties under the Act and the Regulation in connection with the work under the Contract.
		2. Where the work under the Contract comprises a construction project (i.e. a project that involves construction work of $250,000 or more), from the date of acceptance of tender:
			1. the Principal engages the Contractor to be the principal contractor under the Regulation in relation to the construction work involved in the construction project and authorises the Contractor to:
				1. have management and control of the workplace at which the work under the Contract is being undertaken including the Site; and
				2. discharge the duties of a principal contractor under the Regulation;
			2. the Contractor accepts the engagement as principal contactor and agrees to fulfil all requirements and give effect to that engagement prior to commencing any of the work under the Contract; and
			3. the Contractor will comply with and discharge all obligations imposed on the Contractor, as principal contractor, as a person who conducts a business or undertaking and otherwise, by the Act, the Regulation and any other regulation in connection with health and safety.
		3. Without limiting any other obligations of the Contractor under this Contract, the Act, the Regulation or any other regulation, in relation to the work under the Contract, the Contractor will:
			1. consult with the Principal and consult with the designers of the whole or any part of a structure to be constructed under the Contract, about how to ensure that risks to health and safety arising from the design are eliminated during construction of the work under the Contract or, if it is not reasonably practicable to eliminate the risks, minimise the risks, so far as is reasonably practicable; and
			2. take into account and take appropriate action having regard to any information given to the Contractor by the Principal or any other person, about hazards and risks at or in the vicinity of the workplace where the work under the Contract is being carried out.
		4. The Contractor will indemnify the Principal against any claim, action, demand, loss, damage, cost or expense which may be brought against, or suffered or incurred by, the Principal as a result of or in connection with:
			1. any breach of this clause by the Contractor;
			2. any breach by the Contractor of its obligations under the Act, the Regulation or any other regulation in connection with health and safety;
			3. any enforcement of obligations imposed on the Contractor under the Act, the Regulation or any other regulations.
		5. If a notifiable incident occurs at the workplace at which the work under the Contract is being undertaken, the Contractor must:
			1. immediately notify the regulator and the Superintendent of the notifiable incident; and
			2. take all reasonably practicable steps to secure the area where the notifiable incident occurred until an inspector arrives at the area or any earlier time that an inspector directs.
		6. Without limiting any other obligation of the Contractor under this Contract, the Act, the Regulation or any other regulation, if material which might contain asbestos or other hazardous substance is discovered, the Contractor must:
			1. immediately notify the Superintendent; and
			2. comply with all applicable obligations and restrictions imposed by the Act, the Regulation and any other relevant regulation.

### PROTECTION OF PERSONS AND PROPERTY

The Contractor shall take all measures necessary to protect people and property, including the Works, avoid unnecessary interference with passage of people and vehicles, prevent nuisance, unreasonable noise and disturbance. If the Contractor damages any property, the Contractor shall provide temporary protection for, and repair it at its cost.

### CARE OF WORK AND REINSTATEMENT OF DAMAGE

The Contractor shall be responsible for the care of the whole of the work under the Contract. If loss or damage occurs to the work under the Contract, the Contractor shall at the Contractor’s cost rectify such loss or damage except loss or damage caused by the negligent act or omission of the Principal, or employees or agents of the Principal.

### INDEMNITY BY THE CONTRACTOR

The Contractor indemnifies the Principal against:

* + 1. Loss of or damage to the Principal’s property; and
		2. Claims by any person in respect of injury, death or loss of or damage to any property,

resulting from or in any way connected with the Contractor carrying out the work under the Contract, but the Contractor’s liability to indemnify the Principal shall be reduced proportionally to the extent that an act or omission of the Principal, or its employees or agents, contributed to the loss, damage, death or injury.

### PUBLIC LIABILITY AND PROFESSIONAL INDEMNITY INSURANCE

Before commencing work the Contractor shall have:

* + 1. public liability insurance for not less than the amount stated in the Annexure, covering the Contractor’s liability to the Principal for loss of or damage to property and death or injury to any person; and
		2. professional indemnity insurance for not less than the amount stated in the Annexure.

The Contractor shall maintain the insurance policies required by this clause 10 for the duration of the Contract and produce evidence of insurance if requested. Professional indemnity insurance shall be maintained for 6 years after the completion of the Contract.

### INSURANCE OF EMPLOYEES (WORKCOVER)

Before commencing work the Contractor shall insure against liability for death of or injury to persons employed by the Contractor. Where the Contractor is a self employed person, the Contractor shall maintain an equivalent insurance policy for itself. The Contractor shall maintain such insurance for the duration of the Contract and produce evidence of insurance if requested. The Contractor shall ensure that every subcontractor is similarly insured.

### MATERIALS AND WORKMANSHIP

All materials used in any work under the Contract and the standards of workmanship shall be in conformity with the provisions of the Contract. In the absence of such provisions in the Contract the material or standard of workmanship as the case may be shall be of a kind which is suitable for its purpose and is consistent with the nature and character of the Works. Unless otherwise specified, all materials shall be new and workmanship shall be in accordance with the relevant manufacturer’s recommendations or, if none, the relevant Australian Standard where applicable. Apart from any tests specified, the Superintendent may at any time direct that any materials or work shall be examined and/or tested and if necessary, rectified or replaced.

The Contractor shall comply with any direction by the Superintendent to remedy any work not in accordance with the Contract, including but not limited to, defective work, loss or damage to work under the Contract and cleaning of the Site, within the period of time stipulated in writing by the Superintendent. If the Contractor fails to comply with such a direction to carry out rectification work within the time stipulated, the Principal may have the rectification work the subject of the direction carried out by others at the Contractor’s expense or may accept the work at a reduced value. The Principal may deduct the cost of rectification work or reduced value from payments or recover the cost or reduced value as a debt due from the Contractor. The Principal may deduct the estimated cost of rectification work from payments until such time as the Principal has incurred the cost of rectification.

### TIME FOR COMMENCEMENT

The Contractor shall commence work under the Contract within the time stated in the Annexure and shall, unless otherwise permitted, give at least two days’ notice to the Superintendent prior to the commencement of work.

### TIME FOR COMPLETION

The Contractor shall execute the Works to Practical Completion by the Date for Practical Completion or within any extended time agreed in writing by the Superintendent. The Contractor is not entitled to an extension of time for delays caused by it whether occurring before or after the Date for Practical Completion, nor for delays due to inclement weather or industrial conditions occurring after the Date for Practical Completion. The Superintendent may extend the Date for Practical Completion for any reason.

### LIQUIDATED DAMAGES

If the Contractor fails to complete the Works by the Date for Practical Completion together with any extensions of time granted by the Superintendent, the Contractor shall be liable to the Principal for liquidated damages in the amount stated in the Annexure for every day after that date until Practical Completion has been achieved or the Contract terminated, whichever is sooner.

### DEFECTS LIABILITY PERIOD

The Contractor shall promptly rectify all defects and omissions notified to the Contractor during the defects liability period stated in the Annexure. If the Contractor fails to do so, the Principal may have the omission or defect remedied by other persons and the cost so incurred shall be a debt due to the Principal which may be deducted from payments.

### CLEANING OF SITE

The Contractor shall keep the Site and the Works clean and tidy and regularly remove from the Site rubbish and surplus material arising from the execution of the Works. On completion of the Works the Contractor shall clear away and remove from the Site all constructional plant, surplus materials, rubbish and temporary works of every kind.

### VARIATIONS

The Superintendent may direct in writing a variation to any work under the Contract and the Contractor shall promptly comply with that direction. The Contractor shall submit to the Superintendent a detailed price for the variation within 14 days of the direction. The variation shall be valued by agreement between the Contractor and the Superintendent or failing agreement, by the Superintendent, and the Contract price adjusted accordingly. The valuation shall include an amount for the Contractor’s profit and attendance of 12.5%. No payment for additional work shall be made unless the additional work is authorised in writing by the Superintendent.

### LATENT CONDITIONS

If the Contractor discovers physical conditions on the Site or its surroundings, excluding weather conditions, which differ materially from those which should reasonably have been anticipated at the time of tender if it had:

* + 1. examined all information made available in writing by the Principal to the Contractor for the purpose of tendering; and
		2. examined all information relevant to the risks, contingencies and other circumstances having an effect on the tender and obtainable by the making of reasonable enquiries; and
		3. inspected the Site and its surroundings,

the Contractor shall immediately notify the Superintendent in writing and may request that a variation be directed pursuant to clause 18.

The Superintendent may issue a direction in respect of the latent condition, and the Contractor shall be entitled to claim an extension of time for delays, and may be entitled to reimbursement of reasonable costs incurred as a consequence of the latent condition and directions issued in respect thereof.

### PAYMENT

At the times stated in the Annexure, upon Practical Completion and prior to the expiration of the time prescribed in clause 16, the Contractor shall give the Superintendent a detailed payment claim supported by information the Superintendent may reasonably require. Subject to the provisions of clause 21, payment will be made within fifteen (15) business days of receipt of a valid claim.

Payment of moneys to the Contractor shall not be evidence of the value of work done or an admission of liability or evidence that work has been executed satisfactorily but shall be a payment on account only. The Superintendent may, in a later payment, correct an error in a previous payment. Nothing in this Contract shall oblige the Principal to pay for work that is not in accordance with the Contract, or for plant or materials not incorporated in the Works on Site.

For the purposes of the *Building Industry Fairness (Security of Payment) Act 2017* (Qld), the Superintendent is authorised to receive payment claims and to issue payment schedules on behalf of the Principal.

Payment shall take into account the deduction of retention moneys (if any) and any other amount which the Principal may be entitled to deduct or which is due and payable by the Contractor to the Principal whether under the Contract, any other contract or independent of contract. If the moneys to be deducted are insufficient to discharge the liability of the Contractor, the Principal may have recourse to retention moneys or unconditional undertakings provided in lieu of retention moneys.

Retention moneys (if any) are for the purpose of ensuring the due and proper performance of the Contract and the Contractor may at any time provide in lieu of retention moneys, security in the form provided for in the Contract or such other form as approved by the Principal. If the Contractor has provided security in lieu of retention moneys, the Principal may at any time convert into money security that does not consist of money whether or not the Principal is then entitled to exercise a right under the Contract in respect of the security. The Principal shall not be liable in any way for any loss occasioned by such conversion.

The Principal’s entitlement to retention moneys (if any) shall be reduced to the percentage provided for in the Annexure when the Contractor has achieved Practical Completion as certified by the Superintendent.

### DEFAULT OF CONTRACTOR

* + 1. Subject to clause 21(c), if the Contractor fails to commence the work under the Contract within the time for commencement stated in the Annexure, or fails to proceed with the work at a reasonable rate of progress, or commits any substantial breach of the Contract, the Principal may, by written notice, require the Contractor to show cause by the date specified in the notice, why the Principal should not exercise a right under clause 21(b).
		2. If the Contractor fails to show reasonable cause by the date specified by the Principal, then the Principal shall have the power upon notice in writing to the Contractor to terminate the Contract or suspend payment and take the work remaining to be completed wholly or partly out of the hands of the Contractor without prejudice to any rights of the Principal under the Contract or at common law.
		3. If the Contractor:
			1. fails to hold a current licence required to perform the work under the Contract; or
			2. becomes insolvent or bankrupt, or being a company goes into liquidation, or takes or has instituted against it any action or proceedings which has as an object or may result in bankruptcy or liquidation; or
			3. enters into a debt agreement, a deed of assignment or a deed of arrangement under the *Bankruptcy Act 1966* (Cth), or, being a company, enters into a deed of company arrangement with its creditors, or an administrator or controller is appointed; or
			4. (iv) has a receiver or a receiver and manager appointed or a mortgagee goes into possession of any of its assets,

the Principal may, without giving a notice to show cause, exercise a right under clause 21(b), but only when and to the extent that there is no restriction on enforcing that right under the Part 5.1, Part 5.2, or Division 17 of Part 5.3A *Corporations Act 2001* (Cth).

* + 1. In the event that the Principal takes the work out of the hands of the Contractor, the Principal may itself or by means of other persons, complete the whole or any part of that work and may without payment of compensation take possession of the constructional plant and other things on or in the vicinity of the Site as are owned by the Contractor. If the cost incurred by the Principal in completing the work is greater than the amount which would have been paid to the Contractor if the Contractor had completed the work, the difference shall be a debt due from the Contractor to the Principal, otherwise any difference shall be a debt due from the Principal to the Contractor.

### DISPUTES

Within 14 days of a dispute arising either party may refer it to the Superintendent. Within 28 days of receiving notice of dispute the Superintendent shall give its written decision to each party. If the Superintendent fails to give the decision, or if either party is dissatisfied with it, the parties shall within 14 days of receipt of the decision, or the date upon which it should have been given, confer at least once to attempt to resolve the dispute.

### GOODS AND SERVICES TAX (GST) AND PAY AS YOU GO (PAYG)

###### GST Included in Price

Payments for any taxable supplies under the Contract include GST.

###### Tax Invoices

#### Alternative 1\*

The Contractor must issue to the Principal a tax invoice or adjustment note (as the case may require) within 5 business days after each of the following occurring in relation to that taxable supply:

* + 1. the Contractor submitting a claim for payment that is not in the form of a valid tax invoice;
		2. the Superintendent certifying an amount for payment different to the amount claimed;
		3. the amount for payment being otherwise determined to be different to the amount claimed or (if applicable) certified.

#### Alternative 2\*

* + 1. Tax invoices and adjustment notes required shall be issued by the Principal (and not the Contractor).
		2. The Contractor must notify the Principal immediately it becomes aware of an adjustment event occurring.
		3. Each party acknowledges it was registered for GST when it entered into the Contract and agrees it will notify the other immediately it becomes aware of it ceasing to be registered for GST.

###### PAYG Withholding

Whenever the Principal reasonably considers itself bound by law to do so, the Principal shall be entitled to withhold from any payment otherwise due to the Contractor, amounts calculated and to be withheld in accordance with the law.

### INFORMATION PRIVACY ACT

If the Contractor collects or has access to Personal Information in order to carry out work under the Contract, the Contractor must:

* + 1. if the Principal is an ‘agency’ within the meaning of the *Information Privacy Act 2009* (Qld) (IPA), comply with Parts 1 and 3 of Chapter 2 of the IPA in relation to the discharge of its obligations under the Contract as if the Contractor was the Principal;
		2. not use Personal Information other than in connection with carrying out work under the Contract, unless required or authorised by law;
		3. not disclose, or transfer outside of Australia, Personal Information without the prior written consent of the Principal, unless required or authorised by law;
		4. ensure that its officers, employees, agents and subcontractors do not access, use or disclose Personal Information other than in connection with carrying out work under the Contract;
		5. ensure that its subcontractors who have access to Personal Information comply with obligations the same as those imposed on the Contractor under this clause;
		6. fully co-operate with the Principal to enable the Principal to respond to applications for access to, or amendment of a document containing an individual’s Personal Information and to privacy complaints; and
		7. comply with such other privacy and security measures as the Principal may reasonably require from time to time.

On request by the Principal, the Contractor must obtain from its employees, officers, agents or subcontractors carrying out work under the Contract, an executed deed of privacy in a form acceptable to the Principal.

The Contractor must immediately notify the Principal on becoming aware of any breach of clause 24.

This clause will survive the termination or expiry of the Contract.

In this clause, ‘Personal Information’ is information or an opinion, including information or an opinion forming part of a database, whether true or not and whether recorded in a material form or not, about an individual whose identity is apparent or can reasonably be ascertained, from the information or opinion.

### ANTI-COMPETITIVE CONDUCT, CONFLICT OF INTEREST AND CRIMINAL ORGANISATIONS

The Contractor warrants that neither it, nor its Personnel\* have engaged in, or will engage in, any collusive, anti-competitive or similar conduct in connection with the Contract, any associated tender or any actual or potential contract with any entity for the Works. In addition to any other remedies available to it under Law or contract, the Principal may, in its absolute discretion, immediately terminate the Contract if it believes the Contractor has engaged in collusive or anti-competitive conduct. The Contractor warrants that it and its Personnel do not hold any office or possess any property, are not engaged in any business or activity and do not have any obligations where a Conflict of Interest\*\* is created, or might appear to be created, in conflict with its obligations under this Contract, except as disclosed. If the Principal requests, the Contractor must obtain from its Personnel a signed conflict of interest declaration in a form acceptable to the Principal.

The Contractor warrants that neither it nor its Personnel have been convicted of an offence where one of the elements of the offence is that the person is a participant in a criminal organisation within the meaning of section 161P of the *Penalties and Sentences Act 1992* (Qld).

The warranties in this clause are provided as at the date of the Contract and on an ongoing basis. The Contractor warrants that it will immediately notify the Principal if it becomes aware that any warranty made in this clause 25 was inaccurate, incomplete, out of date or misleading in any way when made, or becomes inaccurate, incomplete, out of date or misleading in any way.

In addition to any other remedies available to it under Law or contract, the Principal may, in its absolute discretion, immediately terminate the Contract if it believes the Contractor has breached any warranty in this clause.

\*Personnel means officers, directors, employees, agents and subcontractors;

\*\*Conflict of Interest includes any actual, reasonably anticipated or perceived conflict of interest, whether personal, financial, professional or otherwise.

### QUEENSLAND PROCUREMENT POLICY

The Contractor must, and must ensure its subcontractors, in carrying out the work under the Contract, comply with:

* + 1. the principles of the Queensland Procurement Policy (Policy) and any requirements under the Contract in this regard; and
		2. the Ethical Supplier Threshold.

The Contractor acknowledges that a failure to comply with the Principal’s policies that apply to the work under the Contract or the Contractor’s obligations under the Contract can result in the imposition of a demerit or sanction under the Ethical Supplier Mandate, in addition to any other remedies available to the Principal under this Contract.

Failure to comply in any respect with the requirements of the Policy will be considered a substantial breach of Contract.

## ANNEXURE

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| --- |
| Item |
|  | The Principal (clause 1): | The State of Queensland through   |
|  | The address of the Principal: |     |
|  | The Superintendent (clause 1): | As per Letter of Acceptance |
|  | The address of the Superintendent: | As per Letter of Acceptance |
|  | The Site (clause 1): |   |
|  | Quality system (clause A9): |   |
|  | Party to engage the Building Certifier (clause 4): | Principal\* / Contractor\* *(\*Delete one)**(If nothing stated – Contractor)* |
|  | Amount of Public Liability Insurance (clause 10): | $ *(If nothing stated – $20 million)* |
|  | Amount of Professional Indemnity Insurance (clause 10): | $ *(If nothing stated – $1 million)* |
|  | Time for commencement (clause 13): | \*within …… days of acceptance or \*…/…/20…*(\*Delete one)* |
|  | Date for Practical Completion (clause 14): | \*within …… weeks from acceptance or \*…/…/20…*(\*Delete one)* |
|  | Liquidated Damages (clause 15): | $ …… per day (GST not applicable) |
|  | Defects Liability Period (from Practical Completion)(clause 16): |  *(If nothing stated – 26 weeks)* |
|  | Time for making payment claims (clause 20): |  *(If nothing stated – Monthly)* |
|  | Retention moneys deducted from progress payments (clause 20): | 10% of the value of work completed (excl GST) until 5% of the contract sum, (excl. GST) is held |
|  | Retention moneys held after Practical Completion (clause 20): | 2.5% of the contract sum (excl. GST) |
|  | GST and PAYG (clause 23.2): | Alternative 1\* / Alternative 2\* *(\*Delete one)**(If nothing stated – Alternative 1)* |