

TC 2012

Trade Contract*

PROJECT

.....

AGREEMENT dated

between

.....(Principal)

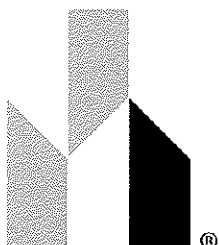
and

.....(Trade Contractor)

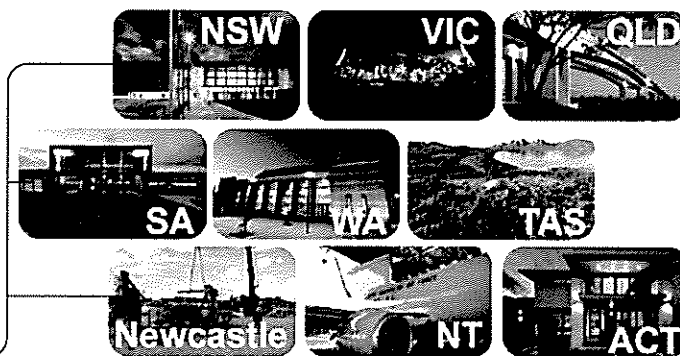
***Designed for use with Master Builders Australia CM 2012**

WARNING:

Amendments may be required to this Trade Contract to comply with relevant domestic building legislation affecting housing contracts or to comply with State and Territory Security of Payment Regulation.



MASTER BUILDERS
AUSTRALIA



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THIS AGREEMENT is made on the date stated in Schedule 1 in circumstances where:

- the Principal has engaged the Construction Manager pursuant to a construction management contract to provide construction management services in relation to the Project; and
- the construction management contract contains provisions for the Construction Manager as directed by the Principal as agent for the Principal to enter into Trade Contracts for the Project; and
- the Principal requires to have executed and completed by the Trade Contractor certain works identified in Schedule 2 and the Trade Contractor has agreed to carry out those works.

IT IS AGREED as follows:

CLAUSE 1 DEFINITIONS AND INTERPRETATION

(a) In this Trade Contract, except where the context otherwise requires:

“Code of Practice” means any code of practice published by Safe Work Australia and duly authorised by the relevant State or Territory Minister or any other authority having jurisdiction in relation to the **WHS Act**.

“Completion” means the date set out in Schedule 4 or as extended in accordance with this Trade Contract.

“Construction Manager” means the person retained by the Principal to provide construction management services and who has signed this Trade Contract on behalf of the Principal, stated in Schedule 1.

“Contract Price” means the amount shown in Part A of Schedule 6 where a lump sum price is payable or an amount calculated by reference to Part B of Schedule 6 where a lump sum price has not been adopted, adjusted pursuant to this Trade Contract.

“Defects liability period” means the period set out in Schedule 4.

“Goods and Services Tax (GST)” means Goods and Services Tax levied under the *A New Tax System (Goods and Services Tax) Act 1999*.

“Person conducting a business or undertaking” has the same meaning as in sections 4 and 5 of the **WHS Act**.

“Practical Completion” means that stage in the execution of all the separate trade contracts under the related construction management contract when the Project can be said to be reasonably fit for use or occupation by the Principal.

“President” means the President of the Master Builders Association of the State or Territory in which the Works are carried out.

“Principal” means the principal stated in Schedule 1.

“Project” means the Works to be completed by the Trade Contractor taken together with the work to be completed by the other parties engaged by the Construction Manager on behalf of the Principal or by the Principal to complete the totality of all work under the related construction management contract.

“Schedule of Rates” are those rates set out in Part B of Schedule 6.

“Site” means the lands and other places to be made available and other lands and places made available by the Principal and/or the Construction Manager for the purpose of having the Works carried out.

“Staged Completion” means the completion of the Works in stages as set out in Schedule 4.

“the Works” means the whole of the work to be carried out and completed in accordance with this Trade Contract as set out in Schedule 2.

“Trade Contract” means this agreement between the Construction Manager on behalf of the Principal and the Trade Contractor.

“Trade Contractor” means the Trade Contractor stated in Schedule 1.

“WHS Act” means the Work Health and Safety Act applicable in the place where the site is situated or other occupational health and safety statute.

“WHS Regulation” means the Work Health and Safety Regulations applicable in the place where the site is situated or other occupational health and safety regulations.

- (b) Words in the singular include the plural and vice versa where the context so requires, and words importing a gender include every gender and references to a person include a firm or body, corporate or unincorporated.
- (c) The law governing the Trade Contract, its interpretation, construction and any agreement to arbitrate is the law of the State or Territory in which the Works are situated.
- (d) Clause headings do not form part of nor should be used in the interpretation of this Trade Contract.
- (e) Where in this Trade Contract, except as otherwise expressly provided, a time is specified by reference to a number of days, then in calculating that number, account shall not be taken of:
 - (i) Saturdays, Sundays or any day that has been gazetted or proclaimed to be a public holiday in the locality where the Works are being or are to be executed; and
 - (ii) rostered days off that have been (or may in future be) granted to employees in the building industry by a relevant industrial court, commission or tribunal and which has general application to the building industry throughout the State or Territory in which the Works are located; and

- (iii) any Site close-down period or periods in accordance with the law or with any building industry agreement or any practice in the building industry throughout the State or Territory in which the Works are located.

CLAUSE 2 TRADE CONTRACTOR'S OBLIGATION TO COMPLETE THE WORKS

- (a) The Trade Contractor must execute and complete the Works described in Schedule 2:
 - (i) in a proper and workmanlike manner using due diligence;
 - (ii) in accordance with this Trade Contract and all relevant plans and specifications as set out in Schedule 3;
 - (iii) in conformity with all reasonable directions and requirements of the Construction Manager;
 - (iv) to the Construction Manager's reasonable satisfaction; and
 - (v) in the time specified in Schedule 4 as may be altered pursuant to clause 3.
- (b) If so indicated, the Trade Contractor must complete the Works in stages by the dates respectively stated for each stage as identified in Schedule 4.
- (c) If a Schedule of Rates is used, payment must be made according to the Schedule of Rates which forms part of this Trade Contract in Part B of Schedule 6.

CLAUSE 3 COMPLETION OF THE WORKS

- (a) If the Trade Contractor fails to complete the Works, or any stage, by the date specified in Schedule 4 (or within any extended time approved in writing by the Construction Manager) then the Trade Contractor must pay or allow by way of liquidated damages to the Principal the amount stated in Schedule 4 for each day during which the Works or the relevant stage remain incomplete.
- (b) The Construction Manager must allow a fair extension of time in respect of any delay not caused or contributed to by an act or default of the Trade Contractor.
- (c) Without the consent of the Construction Manager no part of the Works are to be executed outside the hours specified in Schedule 5.
- (d) The parties may agree a construction programme indicating the basis upon which the dates in Schedule 4 are to be met, a copy of which may be appended to this Trade Contract.

CLAUSE 4 WARRANTIES TO THE PRINCIPAL

The Trade Contractor warrants, in favour of the Principal, that the Trade Contractor shall complete the Works in the time specified in this Trade Contract and in a proper and workmanlike manner in accordance with all applicable Codes and Standards.

CLAUSE 5 VARIATIONS

- (a) The Trade Contractor must vary the Works as required by the Construction Manager but is not entitled to claim additional payment for a variation unless the same is authorised in writing by the Construction Manager and the value of each variation has been agreed in writing.
- (b)
 - (i) The price of any variation must be added to or deducted from the Contract Price.
 - (ii) Should the parties not agree upon a price or the method of arriving at a price for a variation then the Construction Manager may require the Trade Contractor to execute the work constituting a variation and the matter of price will be determined in accordance with the provisions of clause 5(d) of this Trade Contract.
 - (iii) The parties are obliged to use all reasonable efforts to resolve any issue as to the price of a variation including meeting independently of any formal dispute resolution process.
- (c) The Construction Manager may, at its option, have the variation carried out by another person, in which case the Trade Contractor must allow reasonable access to the Site to such person and the employees of that person as required.
- (d) In the absence of an agreement as to the price consequences of a variation, the following is to be used to quantify the effect of the variation on the Contract Price:
 - (i) if additional work is required then the Trade Contractor is to be paid the reasonable cost of the extra work plus a margin for overheads and profits at the rate identified in Schedule 8. If no rate is stated then 12% must be applied.
 - (ii) if less work is required as a result of the variation the Trade Contractor is to deduct from the Contract Price the costs which have consequently been avoided or which will be avoided by reason of the relevant aspect of the Works not being required to be done.
 - (iii) if the work to be carried out is varied such that both the circumstances identified in clause 5(d)(i) and 5(d)(ii) arise then the Contract Price is to be adjusted by reconciling the value of the work not done (as per clause 5(d)(ii)) with the value of the additional alternate work to be done (as per clause 5(d)(i)). The resulting amount will be added to or deducted from the Contract Price payable.

CLAUSE 6 PRACTICAL COMPLETION

- (a) The defects liability period for the Works will commence from the date of Practical Completion.
- (b) The Construction Manager must inform the Trade Contractor of the date of Practical Completion within thirty (30) days of the achievement of that date.

CLAUSE 7 CLEANING UP

- (a) The Trade Contractor must keep the site clean and tidy as the Works proceed and on completion of the Works the Trade Contractor must remove all plant and equipment owned by or under the control of the Trade Contractor and leave the Site clean and tidy ready for immediate use or occupation.
- (b) If the Trade Contractor fails to meet the obligation set out in clause 7(a) then the Construction Manager may arrange to have carried out whatever may be required to satisfy the duty. The cost of the Construction Manager satisfying the duty may be deducted from any monies due or becoming due to the Trade Contractor provided notice in writing of the failure to comply with this clause has been provided to the Trade Contractor and seven (7) days' notice to correct this default has elapsed from the date written notice was provided to the Trade Contractor.

CLAUSE 8 DAMAGE

The Trade Contractor must pay the Principal the cost of making good any damage to the work of the Construction Manager or of any other Trade Contractor, which is caused by the Trade Contractor or its employees or subcontractors.

CLAUSE 9 DEFECTS

The Trade Contractor must maintain the Works until their completion and thereafter make good all defects that are notified to it in writing by the Construction Manager on behalf of the Principal prior to the expiration of the defects liability period.

CLAUSE 10 WORK HEALTH AND SAFETY

- (a) In carrying out and completing the Project and the Works, the Principal, the Construction Manager and the Trade Contractor must comply with their respective obligations under the WHS Act and WHS Regulations.
- (b) Without limiting the obligations of the Principal, the Construction Manager and the Trade Contractor pursuant to clause 10(a) and subject to clauses 10(d) and 10(e) to the extent:
 - (i) the Principal and the Construction Manager have duties under the WHS Act in relation to the Project; and
 - (ii) the Trade Contractor also has a duty in relation to the same matter under the WHS Act in relation to the Works,

the Principal, the Construction Manager and the Trade Contractor must consult, co-operate and co-ordinate their respective activities in relation to or in connection with the Project.

- (c) If the Principal enters into a contract with any person conducting a business or undertaking other than the Construction Manager and the Trade Contractor who also has a duty in relation to the same matter under the WHS Act in relation to or in connection with the Project, the Principal must procure that other person conducting a business or undertaking to consult, co-operate and

co-ordinate their respective activities in relation to the Project with the Principal, the Construction Manager and the Trade Contractor.

- (d) If the Construction Manager enters into a contract with any person conducting a business or undertaking other than the Trade Contractor who also has a duty in relation to the same matter under the WHS Act in relation to or in connection with the Project, the Construction Manager must procure that other person conducting a business or undertaking to consult, co-operate and co-ordinate their respective activities in relation to the Project with the Construction Manager and the Trade Contractor.
- (e) If the Trade Contractor enters into a contract with any person conducting a business or undertaking other than the Construction Manager who also has a duty in relation to the same matter under the WHS Act in relation to or in connection with the Works, the Trade Contractor must procure that other person conducting a business or undertaking to consult, co-operate and co-ordinate their respective activities in relation to the Works with the Construction Manager and the Trade Contractor.
- (f) In complying with their respective obligations under clauses 10(a), 10 (b), 10(d) and 10(e)
 - (i) the Principal, the Construction Manager and the Trade Contractor must consider any relevant Code of Practice to the extent that code is applicable; and
 - (ii) the Construction Manager must procure any other person conducting a business or undertaking who also has a duty under the WHS Act in relation to or in connection with the Project to consider any relevant Code of Practice to the extent that code is applicable.
 - (iii) the Trade Contractor must procure any other person conducting a business or undertaking who also has a duty under the WHS Act in relation to or in connection with the Works to consider any relevant Code of Practice to the extent that code is applicable.
- (g) The Trade Contractor must establish and maintain work procedures which ensure workplace safety for the Trade Contractor, its employees and any other person on the site. This includes a duty to inspect and ensure any plant or equipment is fit for its purpose.
- (h) If required by the Construction Manager, the Trade Contractor must introduce an occupational health and safety management system that qualifies the Trade Contractor for occupational health and safety accreditation under the *Fair Work (Building Industry) Act, 2012 (Cth)*.

CLAUSE 11 NOTICES

The Trade Contractor is to give necessary notices and pay any fees relevant to the Trade Contractor's work and must comply with all provisions and requirements, statutory or otherwise, relevant to the Works.

CLAUSE 12 PAYMENT CLAIMS

- (a) Payment claims must relate to the Contract Price and are to be made as required by a timetable arising from consideration of the dates set out in Schedule 4 and Schedule 7. Any payment claim made prior to the date or day determined pursuant to Schedule 7 is to be treated as received on the date which would be determined under Schedule 7.
- (b) If there are no payment claim period details set out in the Schedule 7 then the Trade Contractor is entitled to make a claim for payment every twenty (20) business days from the commencement of work.
- (c) Any payment claim pursuant to clause 12(a) or 12(b) must identify and relate to the work actually done by the Trade Contractor and must properly value the work with reference to the Contract Price or, as appropriate, the Trade Contract Schedule of Rates listed in Schedule 6.
- (d) A payment claim does not include, nor does the Contract Price, an amount for a variation unless the price or amount of the variation has been agreed in writing or clause 5 is satisfied. Payment claims are to strictly comply with this requirement.
- (e) The Construction Manager must assess each payment claim and determine the amount that is payable to the Trade Contractor. Any dispute as to a payment claim is to be advised in writing to the Trade Contractor within ten (10) business days of receipt of the payment claim as determined in accordance with clause 12(a).
- (f) Subject to any law to the contrary, where a payment claim is required by this Trade Contract to be submitted by a specific date or period but is submitted after that date or the period has passed then payment of the same may be postponed until the next payment period. However, the payment claim, even though received late, should still be assessed pursuant to clause 12(e) above so that the issue of what is to be paid is determined.

CLAUSE 13 PAYMENT TERMS

- (a) The Principal is the party liable to pay the Trade Contractor the amount properly determined by the Construction Manager. The amount payable is to be determined after applying clause 12(d). The payment must be made on the date determined by reference to Schedule 7. If clause 12(f) applies, the date for payment may be altered to the next payment date.
- (b) Before becoming entitled to receive any payment by the Principal the Trade Contractor must deliver to the Construction Manager:
 - (i) a signed statement that no wages or other payments are due and owing by it in respect of the Works as at the date of payment; and
 - (ii) a tax invoice for an amount equivalent to the sum to be paid by the Principal in a form satisfactory to the Australian Taxation Office.

CLAUSE 14 GOODS AND SERVICES TAX

- (a) The Contract Price includes, and the Principal must pay, GST.
- (b) The Trade Contractor warrants that it:
 - (i) will include in all claims made under this Trade Contract including progress claims, the correct amount of GST;
 - (ii) is a GST-registered entity; and
 - (iii) will provide a proper tax invoice for each progress payment.
- (c) If either party indemnifies, reimburses, pays a contribution or pays damages to the other under any provision of this Trade Contract, such amount must include the correct amount of GST.

CLAUSE 15 RETENTION SUMS

- (a) The Principal may retain ten per cent (10%) of monies becoming due under this Trade Contract until the sum retained is equal to five per cent (5%) of the total amount payable to the Trade Contractor.
- (b) One half of the retention monies will be released on Practical Completion of the Works by the Trade Contractor and the other half at the expiration of the defects liability period.
- (c) The Principal may have recourse to retention monies only after having given 5 days advance written notice to the Trade Contractor of the intention to do so, and then only in respect of monies determined by the Construction Manager as due and payable from the Trade Contractor to the Principal under the Trade Contract.

CLAUSE 16 INSURANCE

The Trade Contractor must:

- (a) insure against liability at common law and under the relevant State or Territory workers' compensation act in respect of the Works;
- (b) insure against liability to third persons (both personal and property) in respect of the Works in an amount satisfactory to the Construction Manager to the value set out in Schedule 9;
- (c) insure the Works to the value set out in Schedule 9 (the policy cover must continue to the end of the defects liability period);
- (d) lodge, with the Construction Manager, evidence that all insurances specified in this Trade Contract have been effected; and
- (e) provide evidence to the Construction Manager, from time to time, that the insurances required are current.

CLAUSE 17 CONTRACTING

The Trade Contractor must not assign this agreement or subcontract any portion of it without the prior written consent of the Construction Manager. In any event, the Trade Contractor remains responsible for the work under this Trade Contract.

CLAUSE 18 DEFAULT

If the Trade Contractor becomes bankrupt or goes into liquidation or if the Trade Contractor makes default in any of the following respects:

- (a) wholly and without lawful cause suspends the Works before completion;
- (b) fails to proceed with the Works with due diligence or in a competent manner;
- (c) fails to comply with a notice from the Construction Manager requiring the removal or replacement of defective work or improper materials; or
- (d) commits any material breach of this Trade Contract

AND (if in the case of any such default that is capable of remedy) continues the default for five (5) days after notice in writing has been given to the Trade Contractor specifying the default and stating the Principal's intention of determining the engagement of the Trade Contractor

THEN the Principal or the Construction Manager may, by notice in writing, determine this Trade Contract. The determination will not prejudice any right of the Principal to recover damages from the Trade Contractor for any breach.

CLAUSE 19 DETERMINATION

19.1 Termination by Principal or Construction Manager

- (a) Should the Principal decide for any reason whatsoever that the Project:
 - (i) is no longer feasible; or
 - (ii) needs to be shut down completely for a period in excess of three months,

then the Principal or the Construction Manager may determine this Trade Contract.

- (b) The Trade Contractor is to be reimbursed by the Principal in respect of work already carried out and any other expense incurred in connection with the Works.
- (c) The Trade Contractor is not entitled to recover loss of profit on that part of the Works not executed at the date of determination.
- (d) If the Principal becomes bankrupt or goes into administration or liquidation then the Trade Contractor may determine this Trade Contract immediately by

the Trade Contractor giving the Construction Manager or the Principal written notice. The notice must state that it is given under this clause.

19.2 Termination by Trade Contractor

- (a) A substantial breach of the Trade Contract by the Principal includes, but is not limited to:
 - (i) failure by the Principal to pay to the Trade Contractor any amount due to the Trade Contractor under the Trade Contract by the time for the payment of the amount due under the Trade Contract;
 - (ii) failure by the Principal to give the Trade Contractor reasonable access to the Site to allow the Trade Contractor to carry out the Works;
 - (iii) any delay in the carrying out of the Works caused by:
 - (A) a claim or proceeding being taken, or threatened to be taken, by a third party; or
 - (B) a dispute with an adjoining neighbour or owner or occupier, that did not arise as a result of any act or omission of the Trade Contractor.
- (b) If the Principal is in substantial breach of the Trade Contract, the Trade Contractor may give the Principal a written notice to the Principal:
 - (i) setting out the full details of the substantial breach;
 - (ii) requiring the Principal to remedy the substantial breach within seven (7) days after the giving of the notice; and
 - (iii) stating the Trade Contractor's intention to terminate the Trade Contract if the Principal fails to remedy the substantial breach within seven (7) days after the giving of the notice.
- (c) If the Principal fails to remedy the substantial breach set out in the notice given by the Trade Contractor under clause 19.2(b) within seven (7) days after the giving of the notice, the Trade Contractor may, without prejudice to any other right or remedy, terminate the Trade Contract by giving a written notice of termination to the Principal.

CLAUSE 20 DISPUTE RESOLUTION

- (a) If a dispute arises out of, or in connection with, the Trade Contract, either party may give the other party a written notice of dispute setting out the details of the dispute including any amount in dispute.

'Without Prejudice' Conference

- (b) The parties shall arrange, and participate in, a 'without prejudice' conference between them, or their authorised representatives, in an attempt to resolve the dispute set out in the notice of dispute within seven (7) days after the giving of the notice of dispute.

Mediation or Arbitration

- (c) If the parties fail to resolve all of the dispute set out in the notice of dispute during the 'without prejudice' conference, or if the party given the notice of dispute fails to participate in a 'without prejudice' conference within 7 days after the giving of the notice of dispute, then either party may give the other party a written notice of dispute setting out the details of the dispute including any amount in dispute and may refer all or any part of the dispute to mediation or arbitration.
- (d) If the parties refer all or any part of the dispute set out in the notice of dispute to mediation or arbitration but fail to agree on the person to be appointed as the mediator or the arbitrator, then either party may give a written notice to the President and the other party requesting that the President appoint (as the case may be):
 - (i) a mediator to facilitate the mediation; or
 - (ii) an arbitrator to decide all or that part of the dispute referred to arbitration.
- (e) If either party gives a notice under clause 25(d), the President must give to the parties a written notice setting out the name and contact details of (as the case may be):
 - (i) the mediator appointed by the President to facilitate the mediation; or
 - (ii) the arbitrator appointed by the President to decide all or that part of the dispute or difference referred to arbitration.
- (f) On the giving of a notice under Clause 25(e), the parties must:
 - (i) request the mediator or the arbitrator named in the notice to make suitable arrangements for (as the case may be) the mediation or the arbitration; and
 - (ii) participate in (as the case may be) the mediation or the arbitration and pay the costs of the mediation (including the costs of the mediator) or the costs of the arbitration (including the costs of the arbitrator) in equal shares unless otherwise agreed by the parties or decided by the arbitrator.
- (g) If the parties fail to:
 - (i) agree to refer any part of the dispute set out in the notice of dispute to mediation or arbitration within:
 - (A) 7 days after the 'without prejudice' conference; or
 - (B) if the party, given the notice of dispute fails to participate in a 'without prejudice' conference, 14 days after the giving of the notice of dispute, or
 - (ii) resolve all of the dispute set out in the notice of dispute during any mediation,then either party may commence litigation in relation to any part of the dispute set out in the notice of dispute that is not:
 - (iii) agreed to be referred to mediation or arbitration under this clause 20; or
 - (iv) resolved during any mediation.

- (h) Notwithstanding the giving of a notice of dispute, the parties must, subject to the Trade Contract continue to perform the Trade Contract.

CLAUSE 21 SERVICE

- (a) Any notice to be given under this Trade Contract will be sufficiently given if:
- (i) served personally on the Trade Contractor, or on a representative of the Trade Contractor on the Site, or on the Principal, or the Construction Manager on its behalf, as the case may be; or
 - (ii) sent by prepaid post addressed to the person to whom it is necessary or required to be given at the address appearing in Schedule 1 of this Trade Contract; or
 - (iii) sent by facsimile transmission to the number nominated in Schedule 1 of this Trade Contract provided transmission of the facsimile is confirmed.
- (b) A notice which is delivered by hand, by registered post or facsimile transmission shall be deemed to have been served on and received by the person to whom it is addressed on the day of actual delivery or confirmation of correct transmission.
- (c) A notice which is forwarded by pre-paid post, including a notice sent by registered post but which is undelivered, shall be deemed to have been served on and received by the person to whom it is addressed on the third day after the day of posting.
- (d) A notice may be delivered by email by either having the notice in the body of an email to the other party or attaching electronic copy of the notice to an email. However, email may only be used to deliver a notice if the email address for a party is shown in Schedule 1 or Schedule 2 and that is the address to which the notice is sent.
- (e) A notice sent by email is to be treated as having been received when the sender receives a return email, which is an email in reply or from the recipient's email system confirming delivery or that it has been read.

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CLAUSE 22 SPECIAL CONDITIONS

If there are any terms or conditions peculiar to a specific matter, not covered by the terms of the contract then they should be detailed below as a special condition and the page initialled by each party.

Note: If no special conditions are required, a diagonal line should be drawn across the above space on this page and the page initialled by each party.

Construction Manager

Trade Contractor

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SCHEDULE 1

The date of this Trade Contract:

The Construction Manager*:

.....

Address:

.....

Telephone: Mobile:

Facsimile: Email:

ABN: GST Registered: ☐ Yes ☐ No

Representatives:

.....

**The Construction Manager as the disclosed agent of(name of the Principal)*

of (address of the Principal):

.....

The Trade Contractor :

.....

Address:

.....

Telephone: Mobile:

Facsimile: Email:

ABN: GST Registered: ☐ Yes ☐ No

Representatives:

.....

Licence No:

SCHEDULE 2

The Works: *The works to be completed by the Trade Contractor*

.....

.....

.....

.....

.....

.....

.....

.....

.....

SCHEDULE 3

Relevant documents (including plans and specifications): *List all documents relevant to the Works and which clearly identify what is to be done by the Trade Contractor*

.....

.....

.....

.....

.....

.....

.....

.....

.....

SCHEDULE 4

☐ Construction Period:

Commencement Date: Completion Date: OR

☐ Staged Completion:

Stage 1: Commence: Complete:

Stage 2: Commence: Complete:

Stage 3: Commence: Complete:

Final Completion date:

☐ Defects liability period months (if nothing stated six (6) months from Practical Completion)

Liquidated Damages: \$ per day

A construction programme that details how completion or Staged Completion is to be reached may be appended to this Trade Contract.

SCHEDULE 5

Authorised Work Hours:

..... am to pm Monday to Friday

..... am to pm Saturday

SCHEDULE 6

PART A

Contract Price – Inclusive of GST:

☐ Lump Sum \$ OR

PART B

☐ Schedule of Rates – inclusive of GST:

Foreman	\$	per hour
Tiler	\$	per hour
Electrician	\$	per hour
Carpenter	\$	per hour
Bricklayer	\$	per hour
Plumber	\$	per hour
Plasterer	\$	per hour
Painter	\$	per hour
Labourer - Skilled	\$	per hour
- Unskilled	\$	per hour

If the parties have agreed to an alternate Schedule of Rates they must ensure that agreement is recorded and attached to the Trade Contract.

SCHEDULE 7

The first payment claim may be served:

on or after

or not less than days after

If nothing is shown, not less than twenty (20) business days after start of work on the Site by the Trade Contractor

Subsequent payment claims may be served

on or after the day of each

or at minimum intervals of days

If nothing is shown, at minimum intervals of twenty (20) days

The due date for payment is business days after the date on which the Construction Manager on behalf of the Principal or the Principal receives the relevant payment claim.

If nothing is shown, twenty (20) business days

SCHEDULE 8

Trade Contractor's Margin for Variations:

Select by either ticking or crossing the relevant box or by deleting inapplicable rates:

☐ 10% ☐ 11% ☐ 12% ☐ 13% ☐ 14% ☐ 15% ☐ Other %

SCHEDULE 9

Minimum amount of cover required for the insurance policies referred to in clause 16(b):

Personal injury and death \$..... per occurrence

Property damage \$..... per occurrence

Value of insurance cover required for the Works: \$

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SIGNED as an agreement by the parties below:

SIGNED by or on behalf of]
the Construction Manager].....
as disclosed agent for the]
Principal in the presence of]
.....
.....

SIGNED by or on behalf of]
the Trade Contractor].....
in the presence of:]
.....
.....