

PCNSW Regular Building Contract

*To be used for Presbyterian Church NSW building projects
with a contract price of \$500,000 or less (GST inclusive) and no architect appointed*

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1. Owner, Contractor and Project details

Owner

The Presbyterian Church (New South Wales) Property Trust for and on behalf of *[insert church/school/organisation]*

Address

PO Box 2196

Strawberry Hills NSW 2012

ABN

82 247 231 838

Phone number

9690 1555

Fax number

9310 2148

Email

general@pcnsw.org.au

Contractor

Name (as shown on licence)

ACN/ABN

Address (as shown on licence)

Postcode

Business address and Address for service of documents (if different from address on licence)

Postcode

Contact numbers

Home

Work

Fax

Mobile

Email

Licence number

Expiry date / /

Site Address

Description of work

Contract Price

Including GST

Amount in words

\$

Contractor
Initials _____

Owner
Initials _____

2. Contract documents

This contract consists of the **Clauses 1** through to **28** ('the contract conditions').

All plans and specifications for work to be done under this contract, including any variations to those plans and specifications, are taken to form part of this contract.

Any agreement to vary this contract, or to vary the plans and specifications for work to be done under this contract, must be in writing signed by each party to this contract.

The documents listed below also form part of this contract and must be attached.

Specifications: prepared by	No. of pages	Date

Plans: prepared by	No. of pages	Date

Other documents: prepared by	No. of pages	Date

Certificate of home warranty insurance (if applicable)	
Name of insurer	Certificate date

In the event of any difference or inconsistency between the above documents, the contractor must refer the matter to the owner and obtain the owner's direction on the work to be performed or the materials to be used.

3. Quality of construction

The contractor must perform the work in a proper and workmanlike manner and in accordance with the plans and specifications set out in this contract.

Unless otherwise stated in the contract, all work done under this contract must comply with:

- (a) the Building Code of Australia (to the extent required under the *Environmental Planning and Assessment Act 1979*, including any instrument made under the Act)
- (b) all other relevant codes, standards and specifications that the work is required to comply with under any law
- (c) the conditions of any relevant development consent or complying development consent
- (d) any construction certificate and any other requirement of the relevant local council and any statutory authority whose approval or consent is required with respect to the work.

Contractor Initials _____ . Owner Initials _____ .

4. General obligations

Subject to this and the other clauses of this contract:

- (a) the contractor must:
 - (i) diligently proceed and complete all work to be done under this contract in a proper and workmanlike manner
 - (ii) supply all materials necessary for the completion of the work of the kind and quality stated in the plans and/or specifications
 - (iii) comply with all relevant Australian Standards, laws and the requirements of the relevant local council and all statutory authorities with respect to the work.
- (b) the owner must pay the contract price in the manner specified in this contract.

The contractor warrants that as at the date of this contract, the contract price is based upon site inspections and all other investigations which would usually be undertaken by an experienced and competent contractor and covers all matters relevant to the work under the contract, including equipment that could be reasonably expected to be necessary for the completion of the work covered by this contract.

The contract price may be adjusted after the date of contract only in accordance with this contract.

5. Deposit

The deposit payable by the owner under this contract within 10 business days of the date of the contract is:

Amount in words

\$

6. Commencement of work

The contractor must commence the work within _____ working days from the later of:

- (a) the date of this contract,
- (b) if the approval of the local council or other statutory authority has still to be obtained for the work, the date of written notification of that approval, or
- (c) such other date (if any) agreed upon by the owner and the builder.

7. Time for completion

The contractor must diligently proceed and complete the work within _____ calendar weeks from the date the work is due to commence as referred to in **Clause 6**. The period of time allowed for completion takes into account any public holidays and other days when it is known

Contractor **Owner**
Initials _____ . **Initials** _____ .

that work will not be performed. The time for completion may be subject to adjustment in accordance with **Clause 8**.

8. Extension of time

If the work is delayed by:

- (a) inclement weather or conditions resulting from inclement weather
- (b) any order of a court or tribunal that the work be suspended, unless that order resulted from the fault of the contractor
- (c) any act or omission of the owner not authorised by this contract
- (d) any industrial dispute affecting the progress of the work (not being a dispute limited to the site or limited to employees of the contractor)
- (e) the unavailability of materials necessary for the continuation of the work, unless due to the fault of the contractor
- (f) a variation to the work, or
- (g) any other matter, cause or thing beyond the control of the contractor,

the contractor may be entitled to a reasonable extension of time to complete the work.

Both the contractor and owner (if applicable) must take all reasonable steps to minimise any delay to the work.

If the contractor wishes to claim an extension of time, the contractor must notify the owner in writing of the cause and estimated length of the delay within 5 business days of the occurrence of the event or, in the case of a variation, from the date of agreement to the variation.

If the owner does not, within a further 5 business days, notify the contractor in writing that the extension of time sought is unreasonable, the completion date for the contract will be extended by the period notified to the owner.

If the owner gives the contractor written notice disputing the extension of time claimed, and no agreement can be reached on the time to be allowed, the dispute must be dealt with in accordance with the dispute resolution procedure (**Clause 25**).

9. Completion of work

The work under this contract is complete when the contractor has finished the work in accordance with the contract documents and any variations, it is free of apparent defects, any damage of the kind referred to in **Clause 15** has been repaired, and all rubbish and surplus material has been removed from the site.

When the contractor believes the work is complete, the contractor must notify the owner in writing certifying that the work has been completed in accordance with this contract. Within 10

Contractor Owner
Initials Initials

business days of receipt of written notice from the contractor, the owner must advise the contractor in writing of any items of work the owner considers to be incomplete or defective. If the owner does not so notify the contractor, the work will be taken to be complete.

The contractor must complete any outstanding work promptly and again notify the owner in writing. Unless the owner notifies the contractor in writing that any item is still incomplete or defective within a further 10 business days from the receipt of notification by the contractor, the work will be taken to be complete.

If there is any dispute between the parties as to whether the work has been completed, it must be dealt with in accordance with the dispute resolution procedure (**Clause 25**).

10. Warranties

The contract warrants that:

- (a) the work will be performed in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract
- (b) all materials supplied by the contractor will be good and suitable for the purpose for which they are used and, unless otherwise stated in the contract, those materials will be new
- (c) the work will be done in accordance with, and will comply with, the *Home Building Act 1989* (if applicable) and any other law
- (d) the work will be done with due diligence and within the time stipulated in the contract
- (e) if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling the work will result, to the extent of the work conducted in a dwelling that is fit for occupation as a dwelling
- (f) the work and any materials used in doing the work will be fit for the specified purpose for which the work is required or the result that the owner desires the work to achieve, so that the owner relies on the contractor's skill and judgement.

These warranties do not in any way reduce or limit the contractor's obligations in relation to workmanship, materials, completion or other matters specified in **Clauses 3 and 4**, or elsewhere in this contract. No provision of this contract can reduce, restrict or remove these warranties.

11. Work health and safety

- (a) The contractor warrants to the owner that:
 - (i) it is aware of all relevant legislative requirements in connection with work health and safety
 - (ii) it accepts the entire responsibility for compliance with all relevant work health and safety legislative requirements by every person (whether an employee of the contractor or otherwise) involved in carrying out the works

Contractor Owner
Initials Initials

- (iii) the works and every part thereof will be carried out and completed in accordance with good and safe work practices and so as to comply strictly with the contract
- (iv) if in connection with the carrying out of the works, the contractor is required to carry out any work or do anything which may reasonably pose a threat to the safety of the owner's employees or any other person on or about the site or any other place for which the owner is or may be responsible, in addition to any other obligation to give notice or otherwise, the contractor will take all necessary steps to ensure that such threat or danger is averted and the contractor will not proceed with such work until the safety of every person possibly affected by such work is ensured,

and the contractor is aware that the owner has entered into the contract in reliance upon such warranties,

- (b) The contractor must at its own cost prior to commencing work on the site and each month thereafter and with each progress claim give to the owner a written work health and safety report. The work health and safety report must:
 - (i) confirm that the works are being or will be undertaken strictly in accordance with the contract and in a safe and workmanlike manner
 - (ii) confirm that the works are being or will be undertaken strictly in accordance with all legislative requirements
 - (iii) describe briefly any accidents that have occurred during the preceding month and set out the steps that have been taken by the contractor since the date of the accident to ensure that a similar accident will not occur in the future.

The provision of the work health and safety report by the contractor to the owner does not release or diminish the contractor's obligation to comply with the contract.

- (c) For the purposes of any work health and safety legislative requirements, the owner hereby:
 - (i) appoints the contractor as the "principal contractor" for executing the works
 - (ii) authorises the contractor to exercise such authority of the owner as is necessary to enable the contractor to discharge the responsibilities imposed on a "principal contractor" by any work, health and safety legislative requirements
- (d) The contractor must indemnify the owner against all costs, expenses, fines, losses or damage which the owner may suffer or incur by reason of or arising out of the contractor's failure to comply with the provisions of this clause.

12. Provisional sums and prime cost items

The contract price includes the items of work set out in the provisional sums schedule and the prime cost items schedule which the owner has not selected at the date of this contract or for

Contractor Owner
 Initials _____ . Initials _____ .

which the contractor cannot give a definite price. The provisional sums schedule and the prime cost items schedule set out the amounts allowed for the cost of each item of work the subject of a provisional sum or prime cost amount, including GST.

The contractor warrants that the provisional sums and the prime cost amounts allowed have been estimated with due care and skill, and in light of information necessary and available at the date of this contract and take into account such factors as a competent and experienced contractor should have taken into account in estimating the provisional sums and prime cost amounts.

The contractor must offer to the owner or the owner's representative the opportunity, with adequate written notice, to be present at the site during the performance of any work included in the provisional sums schedule in order to verify the actual cost of the work. The contractor does not have to delay the work if the owner is unable to attend at the time the work is to be performed.

The owner must select each prime cost item in conjunction with advice from the contractor within sufficient time so as not to cause any delay to the work. The contractor must give the owner adequate written notice as to when a selection of each prime cost item is required in order to avoid any delays.

If the actual cost to the contractor is greater than the provisional sum or prime cost amount allowed, the excess amount together with the contractor's margin of _____% on the excess, to cover overheads, supervision and profit shall be added to the contract price, along with the additional GST. If the actual cost to the contractor is less than the provisional sum or prime cost amount allowed, the contract price will be reduced by the difference between the provisional sum allowed and the actual cost.

Any such addition or deduction will be taken into account in the next progress payment or as agreed between the parties.

The contractor must provide a copy of any relevant invoice, receipt or other document evidencing the actual cost of the work included in the provisional sums schedule or the prime cost item schedule at the time payment is required.

Provisional sums schedule

Item of work

**Provisional
Sum
(including GST)**

	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$

Contractor **Owner**
Initials _____ **Initials** _____

	\$
	\$

(If space is insufficient, attach a sheet referring to this schedule)

Total Cost \$

Prime cost items schedule

Item	Prime cost Amount (including GST)
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
(If space is insufficient, attach a sheet referring to this schedule)	Total Cost \$

13. Work done and/or materials supplied by owner

The owner will carry out the work and/or supply the materials described below. The cost of that work and materials is not included in the contract price.

Work and/or materials by owner

The owner must diligently carry out the work and supply the materials described above to avoid undue delay to the work under the contract.

Contractor Initials _____ Owner Initials _____

14. Approvals

Unless obtained by one of the parties prior to the date of the contract, the contractor must promptly apply for and bear the cost of, all necessary application fees for approval of the work. The contractor must also apply for and obtain, at its expense, all approvals required from any public authority to occupy and use the completed work. The cost of doing so and all fees are included in the contract price.

The contract price does not include the cost of local government security deposits and these must be met by the owner.

If the contractor is required to obtain approvals before starting work under this contract and all necessary approvals have not been obtained within 60 business days of the date of this contract, either party may terminate the contract by notifying the other party in writing at the expiry date of the 60 business day period.

If the contract is terminated in accordance with this clause, the contractor is entitled to be paid all reasonable costs associated with applying for the approvals to the date the contract is terminated together with the contractor's margin on these costs.

If a deposit has been paid by the owner which is in excess of the amount payable to the contractor, the excess must be refunded to the owner within 5 business days of the termination of the contract.

15. Compliance with requirements of local statutory authorities

In carrying out the work the contractor must comply with the codes, standards, specifications and conditions of consent set out in **Clauses 3 and 4**.

If, due to such a requirement, the plans or specifications have to be amended, the contractor must immediately advise the owner in writing explaining the reason for the change. Any agreement to vary the plans and specifications for the work must be in writing and signed by both parties.

Any changes to be made to the work or materials to be used, provided they are not as a result of any fault on the part of the contractor, will be dealt with as variations in accordance with **Clause 21**.

The contractor must make good, at the contractor's own cost, any damage to footpaths, road paving, kerbs and gutters to the council's satisfaction.

The contractor is liable to the owner for any damages to kerbs, gutters, road paving, underground services, drains, structures or other property on the site caused by the negligence or default of the contractor, any employee or subcontractor of the contractor as a consequence of carrying out the work.

Contractor
Initials _____

Owner
Initials _____

16. Access to site

The contractor must do all the work necessary to provide access to the site for vehicles and other equipment required by the contractor to carry out the work, and the cost of providing such access to the site is included in the contract price.

The contractor must bear all costs involved in the delivery of materials to the site, handling of materials, the removal and disposal from the site of rubbish, surplus material, excavated material, vegetation and demolished or dismantled structures.

The contractor must allow the owner, any person authorised by the owner or an authorised officer of the lending authority, if any, access to the site to view and inspect the work in progress.

The owner must allow for the contractor, and any employee or sub-contractor of the contractor, access to the site during the currency of this contract.

The owner or the owner's representative must communicate and deal with the contractor personally or with such person nominated by the contractor as the contractor's authorised representative.

The owner must not give directions to the contractor's employees or sub-contractors.

17. Identifying the site

The contractor is responsible to ensure that the work is carried out on the owner's land. If there is any doubt as to the correct location of the boundaries, the contractor must take all necessary steps to determine their position. If the position of the boundaries can only be determined by a boundary survey, the contractor, at the owner's cost, must provide a boundary survey. However, the contractor must notify the owner in writing prior to obtaining the survey including a proper estimate of the cost of the survey.

18. Assignment and sub-contracting

Neither the owner nor the contractor may assign their rights or obligations under the contract without the prior written consent of the other party, such consent not to be unreasonably withheld.

The contractor may sub-contract any part (but not the whole) of the work without the owner's consent but is not relieved from the responsibility under this contract for the work.

19. Insurance

The contractor must effect and maintain the following insurances until completion of the work:

- (a) public liability insurance to cover liabilities to third parties, resulting from death or personal injury or from damage to property for an amount not less than \$20 million. The owner must be named on the policy as principal and joint-insured,

Contractor Owner
Initials _____ . Initials _____ .

- (b) contract works insurance in respect of the work, including the work in progress, any associated temporary work and materials on the site, for the full reinstatement and replacement cost plus an amount of not less than 10% of the estimate of the full reinstatement and replacement cost to cover removal of debris, demolition, architects and other consultant's fees. The owner must be named on the policy as Principal and joint-insured,
- (c) employer's liability and worker's compensation insurance.

Evidence of insurance

Prior to the commencement of the work, and on request by the owner at any time thereafter, the contractor must provide to the owner evidence in writing that insurances required by this contract have been obtained and are current. The evidence must include properly completed certificates of currency and copies of the relevant policies (unless these are not reasonably obtainable from the insurer or insurance broker). If the contractor fails to provide such evidence, or if any of the insurances require by this contract have not been taken out by the contractor, the owner may arrange the insurance and deduct the cost from the payments then or subsequently due to the contractor.

Indemnity

The contractor indemnifies the owner against any liability or loss in respect of death or personal injury or damage (including damage or loss of goods or materials on site including the work under the contract) arising out of, or as a consequence of, the carrying out of the work. However, if such liability or loss arises in whole or in part through the negligence of the owner or owner's representative the extent of the contractor's indemnity will be reduced by the extent to which the negligence of the owner or owner's representative contributed to such liability or loss.

20. Defects rectification

The contractor must rectify omissions and defects in the work which became apparent within the period of 52 weeks from the date the work has been completed. The date of completion shall be determined in accordance with **Clause 9**.

The owner must notify the contractor in writing of any omissions or defects which need to be made good no later than 10 business days after the expiry of the 26 week period. The contractor must rectify the omissions and defects at the contractor's own cost within 30 business days from the receipt of such notifications and the owner must give the contractor reasonable access for this purpose. The contractor must notify the owner in writing when the rectification works are complete.

If there is a dispute between the parties as to whether any item of work is defective, has been omitted or has been satisfactorily rectified the dispute must be dealt with in accordance with the dispute resolution clause (**Clause 25**).

21. Variations

The work to be done or materials used under this contract may be varied:

Contractor Owner
 Initials _____ . Initials _____ .

- (a) at the request of the owner, or
- (b) at the request of the contractor. If the necessity for the variation is due to the fault of the contractor the owner will not be liable for any increase in the contract price, or
- (c) due to such other matters that could not reasonably be expected to be foreseen by an experienced, competent and skilled contractor for the completion of the work at the date of the contract, or
- (d) due to a requirement of a council or other statutory authority relating to the work, if at the date of this contract such requirement could not reasonably have been foreseen by the contractor.

Procedure for variations

Before commencing work on a variation, the contractor must provide to the owner a notice in writing containing a description of the work and the price of the variation work (including GST). If not otherwise specified, the price is taken to include the contractor’s margin for overheads, supervision and profit. To constitute acceptance of the variation and a direction to proceed, the notice must then be signed and dated by both parties.

If the time for completion will be delayed by the variation the contractor must include in the notice an estimate of the additional time required. Any extension of time must be dealt with in accordance with **Clause 8**.

The requirement for variations to be in writing does not apply if there is likely to be a danger to any person or damage to property, and the work could not be done promptly if the variation had to be in writing before commencing the work.

Variations shall be subject to the overall conditions of this contract.

Adjustment of contract price

The price of any variations being deletions from the work under the contract will be deducted from the contract price. For any variations which increase the work under the contract, the price for the variation specified in the notice signed and dated by both parties will be added to the contract price.

Any adjustment to the contract price due to an agreed variation will be taken into account at the time of the next progress payment or paid as agreed by the parties.

22. Progress payments and final payment

The owner must pay the contract price by progress payment made within 10 business days of the completion of the stages of the work nominated in the schedule of progress payments. A stage of work is taken to have reached completion when it has been finished in accordance with the contract documents and any variations agreed to and is free of apparent defects.

The owner is entitled to deduct any deposit paid from the first progress payment.

Contractor Owner
Initials Initials

23. Termination of contract by owner

Due to the fault of the contractor

If the contractor:

- (a) is unable or unwilling to complete the work or abandons the work
- (b) suspends the work before completion without reasonable cause
- (c) becomes bankrupt, assigns assets for the benefit of creditors generally, makes a composition or other arrangement with creditors or, if the contractor is a company, goes into liquidation or receivership or has an administrator appointed or is otherwise without full capacity or commits any other act indicating insolvency
- (d) fails to proceed diligently with the work
- (e) fails to remedy defective work or remove faulty or unsuitable materials, or
- (f) without reasonable cause fails to comply with an order or direction of a public authority with respect to defective or incomplete work, which would substantially affect the quality and/or progress of the work,

the owner may, if such default can be remedied, notify the contractor in writing that unless the default is remedied within 10 business days or such longer period as specified, the owner will terminate the contract.

If the contractor does not comply with the owner's request within the time allowed, or if the default cannot be remedied, the owner may terminate the contract by giving written notice to that effect to the contractor.

If the owner terminates the contract due to the fault of the contractor, any unfixed materials or fittings on the site may be retained by the owner. Following the issue of a notice by the owner under this clause no unfixed materials or fittings may be removed from the site by the contractor.

If the reasonable cost of completion of the work exceeds that which would have otherwise been due under the contract the difference will be a debt payable by the contractor to the owner.

Until completion of the work the contractor will not be entitled to any further payment under this contract. However, nothing contained in this clause may take away any right the contractor may have to payment under the dispute resolution procedure in **Clause 25**.

Other than due to the fault of the contractor

The owner may also terminate the contract by notice in writing to the contractor in the following circumstances:

- (a) if all necessary approvals for the work have not been obtained within 60 business days of the date of the contract (**Clause 14**), or

Contractor Owner
Initials _____ . Initials _____ .

- (b) if the owner is unable to meet the cost of a variation due to a matter that could not reasonably be expected to be necessary for the completion of work or a requirement of the council or other statutory authority.

A notice required under this clause must be given in accordance with **Clause 26**.

If the owner ends the contract in the above circumstances, the contractor may remove from the site and retain all unfixed materials, fittings and equipment supplied by the contractor.

24. Termination of contract by contractor

Due to the fault of the owner

If the owner:

- (a) fails to pay a progress payment or other amount due under the contract (**Clause 22**)
- (b) becomes bankrupt, assigns assets for the benefit of creditors generally, makes a composition or other arrangement with creditors or, if the owner is a company, goes into liquidation or receivership, has an administrator appointed or is otherwise without full capacity or commits any other act indicating insolvency
- (c) denies access to the site to the contractor, the contractor's employees or sub-contractors so as to prevent the work from proceeding (**Clause 16**)
- (d) fails to perform any work or supply materials as specified in **Clause 13** which prevents the contractor from continuing with the work under the contract or otherwise obstructs the contractor from performing the work, or
- (e) without the consent of the contractor prior to completion of the work enters into occupation or otherwise obstructs the contractor from performing the work,

The contractor may, where such default can be remedied, notify the owner in writing that unless the default is remedied within 10 business days or such longer period as specified, the contractor will terminate the contract.

Unless the owner complies with the contractor's request within the time allowed, or if the default cannot be remedied, the contractor may terminate the contract by giving written notice to this effect to the owner.

If the contractor terminates the contract under this clause, the contractor may remove from the site and retain all unfixed materials, fittings and equipment supplied by the contractor and will be entitled to recover all losses and expenses arising from the termination of the contract or to offset such amounts from any amount due to the owner,

Other than due to the fault of the owner

The contractor may terminate the contract by notice in writing to the owner if all necessary approvals for the work have not been obtained within 60 business days of the date of contract, unless failure to obtain those approvals is due to the act, omission or default of the contractor (**Clause 14**).

A notice required under this clause must be given in accordance with **Clause 26**.

Contractor Owner
Initials _____ Initials _____

25. Dispute resolution

If the owner or contractor considers that a dispute has arisen in relation to any matter covered by this contract, either during the progress of the work, after the completion of the work or after the contract has been terminated, that person must promptly give to the other party written notice of the items of dispute.

If the dispute is not resolved informally following such notification, the parties may confer with a mutually agreed third party whose role will be to assist in the resolution of the dispute by mediation or expert appraisal of the work.

If the parties do not agree to confer with a third party to assist in the resolution of the dispute, or if the dispute is not resolved following the assistance of such a third party, the owner may notify The Institute of Arbitrators and Mediators Australia that a building dispute exists and seek the assistance of The Institute of Arbitrators and Mediators Australia to resolve the dispute.

If a dispute has arisen the parties must, unless acting in accordance with an express provision of this contract, continue to perform their obligations under the contract so that the work is completed satisfactorily within the agreed time.

26. Giving of notice

If the contract requires or permits a party to give a notice, consent, or other communication in writing to the other party, it must be given by either:

- (a) handing it to the other party, or
- (b) by registered post to the last known address of the other party.

27. Goods and Services Tax

- (a) In this clause, words and expressions which are not defined in this Agreement but which have a defined meaning in *A New Tax System (Goods and Services Tax) Act 1999 (GST Law)* have the same meaning as in the *GST Law*.
- (b) Unless otherwise expressly stated, all prices or other sums payable or consideration to be provided under the contract are inclusive of GST.
- (c) If GST is payable by a supplier, or by the representative member for a GST group of which the supplier is a member, on any supply made under the contract, the supplier must pay the GST payable on the supply.
- (d) The supplier must deliver a tax invoice or an adjustment note to the recipient before the supplier is entitled to payment of an amount under (b). Notwithstanding any other provisions of this contract, the recipient can withhold payment of the amount until the supplier provides a tax invoice or an adjustment note, as appropriate.
- (e) If an adjustment event arises in respect of a taxable supply made by a supplier under the contract, the amount payable by the recipient under (b) will be recalculated to

Contractor Owner
Initials _____ . Initials _____ .

reflect the adjustment event and a payment will be made by the recipient to the supplier or by the supplier to the recipient as the case requires.

- (f) Where a party is required under the contract to pay or reimburse an expense or outgoing of another party, the amount to be paid or reimbursed by the first party will be the sum of:
- (i) the amount of the expense or outgoing less any input tax credits in respect of the expense or outgoing to which the other party, or to which the representative member for a GST group of which the other party is a member, is entitled; and
 - (ii) if the payment or reimbursement is subject to GST, an amount equal to that GST.

28. Definitions

In this contract:

- Words imparting the singular include the plural and vice versa.
- A reference to the male gender includes the female and a reference to a person includes a partnership and a company.
- The 'current bank rate' is the Commonwealth Bank Overdraft Index Rate as published from time to time.
- 'Lending Authority' means a bank, building society or other financial institution which lends the owner the contract price or any portion of that amount.
- 'GST' means Goods & Services Tax – a tax levied by the Federal Government on the supply of goods and services (**Clause 27**).
- 'Business day' means any day other than a Saturday, Sunday, public holiday or 27, 28, 29, 30 or 31 December.
- A reference to 'include' or 'including' or 'for example' in a list means that items not listed may be included.
- A reference to any legislation includes any statutory modification, re-enactment, substitution and any subordinate legislation issued under that legislation.
- A reference to any party includes that party's executors, administrators, successors and permitted assigns.
- A provision of or a right created under this contract may not be:
 - (i) waived, except in writing signed by the party granting the waiver, or
 - (ii) varied, except in writing signed by the parties.
- The rights, power and remedies provided in this contract are cumulative with, and are not exclusive of, the rights.

Contractor Owner
Initials _____ . Initials _____ .

Signatures

Executed for and on behalf of the owner by its duly authorised attorney in the presence of:

Signature (attorney)

Signature (witness)

Date

Name (witness)

Address (witness)

Executed for and on behalf of the contractor:

Signature

Signature (witness)

Name

Name (witness)

Date

Address (witness)

Contractor
Initials _____ .

Owner
Initials _____ .