

SMARTSLAB

Contract for Supply and Installation

Warning as to Contract Sum

The contract sum is Subject to variation under the following provisions

Clause 5 for changes in the works

Clause 9 for default of Contractor

Clause 10 for default of Principal

Between the CONTRACTOR

SMARTSLAB PTY LIMITED
PO Box 2697 Bowral NSW 2576
Tel: 02 4869 4221 Fax 02 4861 5548
Builders Licence 114934C

And the PRINCIPAL

Name:.....

Address:.....

.....

Tel:..... Fax:.....

Work site

Address:.....

.....

SCHEDULE ONE - CONTRACT WORK & MATERIALS

Attach copies of the following documents signed by both parties

- a. Quotation No.
- b. Working drawing showing overall dims and step downs
- c. Design check list

The work to be completed is as detailed in the quotation attached. Additional details are as follows:

.....

.....

.....

Excluded works:

Lintels or beams over openings used to support brickwork, which in turn supports the Smartslab floor frames are to be designed by Principals engineer taking into account total project loads.

The design, supply and fixing of support walls or beams built into the walls is excluded from this contract

Contractor and Principal to Initial

PURPOSE OF WORK (ie residential floor):.....

Contract Sum including GST \$.....* **See notes 1 & 2 below**

Note 1. Variations in work required

Variations in work required will be subject to a variation charge as detailed in Clause 5.

Note 2. Reasonable Site Access

The contract value is based on there being reasonable site access to allow the deliveries of materials by normal delivery trucks (including crane trucks, semi trailers and concrete trucks) to within 10 metres of the place where “the work” will be carried out. Reasonable site access will also include sufficient space for a standard 20 tonne crane or concrete pump to park and operate free of overhead hazards including but not limited to trees or power lines. Should there be unreasonable access then the additional work required will be subject to a variation charge as detailed in Clause 5.

Commencement of Works:

The work will commence on approximately : This date is subject to completion of prior works by Principal and delays in the supply of material or labour beyond the control of the Contractor.

SCHEDULE TWO – PAYMENT TERMS

Progress Payments

Percentage	Amount	Stage of project
10%	\$	Deposit For Designs and Layouts
50%	\$	Order Ready for Production, Prior to Delivery.
30%	\$	Prior to Concrete Pour
20%	\$	7 days after pour

Materials are specifically manufactured or cut-to-length for each project

SCHEDULE THREE – RATES

This is the schedule to be relied upon, if chosen, in valuing variations and additional work required due to changes to the contract work or otherwise.

Frame Installer*	\$55 inc GST per ordinary hour
Formworker *	\$55 inc GST per ordinary hour
Concretor	\$55 inc GST per ordinary hour
Steelworker/welder*	\$75 inc GST per Ordinary Hour

- minimum charge out rates of 4 hrs apply.

Contractor and Principal to Initial

Contract work and Contract Sum	1.a	The work to be completed by the Contractor under the contract (the work) and documents particularising the work are described in Schedule One. The work may be changed by agreement of the parties. Any change to the work must be recorded in writing and treated as a variation under Clause 5.
	b.	The Contractor, in writing, can ask for, and the Principal must when asked, provide written evidence of the ability to pay the contract sum including any supporting documents from a bank or other lending institution.
Commencement	2.	The commencement date is recorded in Schedule One.
Completion of Prior Works	3.	The Principal must complete all prior works and give reasonable notice that works are completed. The Principal must give the contractor possession of such parts of the work site as are reasonably required to carry out the works safely. The work reaches practical completion in satisfaction of Clause 13 when the work – as may be varied – is finished in accordance with the description as shown in Schedule One, and the work is free from defects which prevent the occupation or use of the work for the purpose identified in Schedule One.
Surplus/ Rubbish	4.	The contractor may leave surplus material and small off-cuts associated with the work on the site as long as such items are left in an appropriate position or with other rubbish, if any, on the site.
Changes in the Work – Variations	5.a.	The work may be varied by way of addition, omission or substitution as agreed between the parties.
	b.	The price to be paid or allowance made for variations to the work will be agreed or in the absence of an agreed price be calculated on the basis as follows: The Schedule Three - Rates on page 2 of this document will be used to calculate the value of labour plus the actual cost of materials involved plus, in all cases, a margin for the contractor for administration, overhead and profit. The margin for this agreement is 20%.
Possession	6.	Goods supplied to the building site will remain the property of the Contractor until the second payment as detailed in Schedule Two is paid.
Insurance	7.a.	The Contractor must insure against liability under the Workers Compensation Act and at common law in respect of persons employed by him and, also liability against third person or in respect of third person property.
	b.	The Principal must insure against loss and damage to the principals property on the work site whilst the work is in progress.
Loss Damage and Injury	8.	The Principal is responsible for and indemnifies the Contractor against liability or claims in respect of damage to the work site or to moveable property left at the work site during carrying out of the work and in respect of injury to any person being on the work site except the contractors employees, agents or subcontractors.
Defects	9.a	The contractor must make good any omissions or defects in the work. The Principal must within 4 weeks of the work being practically complete advise the contractor in writing of any omissions or defects in the work.
	b.	The contractor must take action to promptly make good the matters notified under this Clause. Such matters must relate to the work under this contract.
Default by Contractor	10.	If the contractor becomes bankrupt, goes into liquidation or makes default by a. wrongfully stopping work for an unreasonable period; b. failing to proceed with due expedition to enable completion by the due date; or c. failing to comply reasonably with a written notice to replace defective work or improper materials so that the Contractor cannot advise the Principal that it can complete the work for the contract sum or within the contract period, as varied or extended. THEN the Principal may be written notice determine this contract and may recover damages, if any, sustained.

- Default of Principal**
- 11.a If the Principal interferes with or prevents the contractor carrying out the work or fails to satisfy the requirements of clause 1.b. the contractor may suspend the work until the default is rectified.
- b. The Contractor must advise the Principal in writing of the suspension of work under this clause
- c. The completion date for work is extended by the same number of days as any suspension under this clause
- d. If the Principal does not correct the default with in 10 days of receiving the suspension notice under this clause the Contractor may by written notice determine the contract and the Principal is liable to the Contractor for any money due and any damage suffered by the Contractor.
- Notices**
12. Any notice or claim to be given by one party to the other shall be sufficiently given if served on the party to whom it is addressed by prepaid post addressed to the party to whom it is to be given at his contact address or sent to the fax number identified in this contract.
- Dispute Resolution**
13. If any dispute or difference (a dispute) concerning this contract arises between the Principal and the Contractor then either party may give the other written notice of the dispute.
- Within five (5) business days after the giving the notice of a dispute the parties must meet at least once to attempt to resolve the dispute or to agree on a method of resolving the dispute by means such as mediation, expert determination or arbitration. At any such conference each party must be represented by someone having authority to settle the dispute.
- Nothing in this clause prejudices the right of either party to have a dispute to which the Act applies dealt with under the Act.
- Statutory Warranties for Residential Building Work**
- The following additional provisions form part of the contract and apply only to such of the work which is residential work as defined in the Home Building Act 1989
14. The Contractor must ensure that:
- a. The works are executed with due diligence and completed in a proper and workmanlike manner in accordance with the description in schedule One and the plans and specifications identified.
- b. All materials supplied by the contractor are good and suitable for the purpose for which they are used and that, unless otherwise stated in Schedule One, are new.
- c. The work under the contract will result, to the extent of the work conducted, in a dwelling that is reasonably fit and proper for occupation; and
- d. That the work under the contract or the relevant part will be reasonably fit for the specific purpose, stated in schedule One, if any.
- Interpretation**
- 15 .a. Words denoting persons also denote firms and limited companies and words denoting the singular also denote the plural and vice versa and words denoting the masculine also denote the feminine and the neuter.
- b. In this contract
 “work under the contract” means the work the Contractor is or may be required to carry out and complete under the contract, and includes variations and rectification.
 “work includes the provision of materials”
 “Act” means the Home Building Act 1989.

The Parties' sign this contract on day of..... 20
 to record their acceptance of the above terms.

.....
 Contractor

.....
 Witness

.....
 Principal

.....
 Witness