

# ABSOLUTE Education Pty. Ltd.

## Becoming an Owner-Builder in QLD

### Quick Start Guide



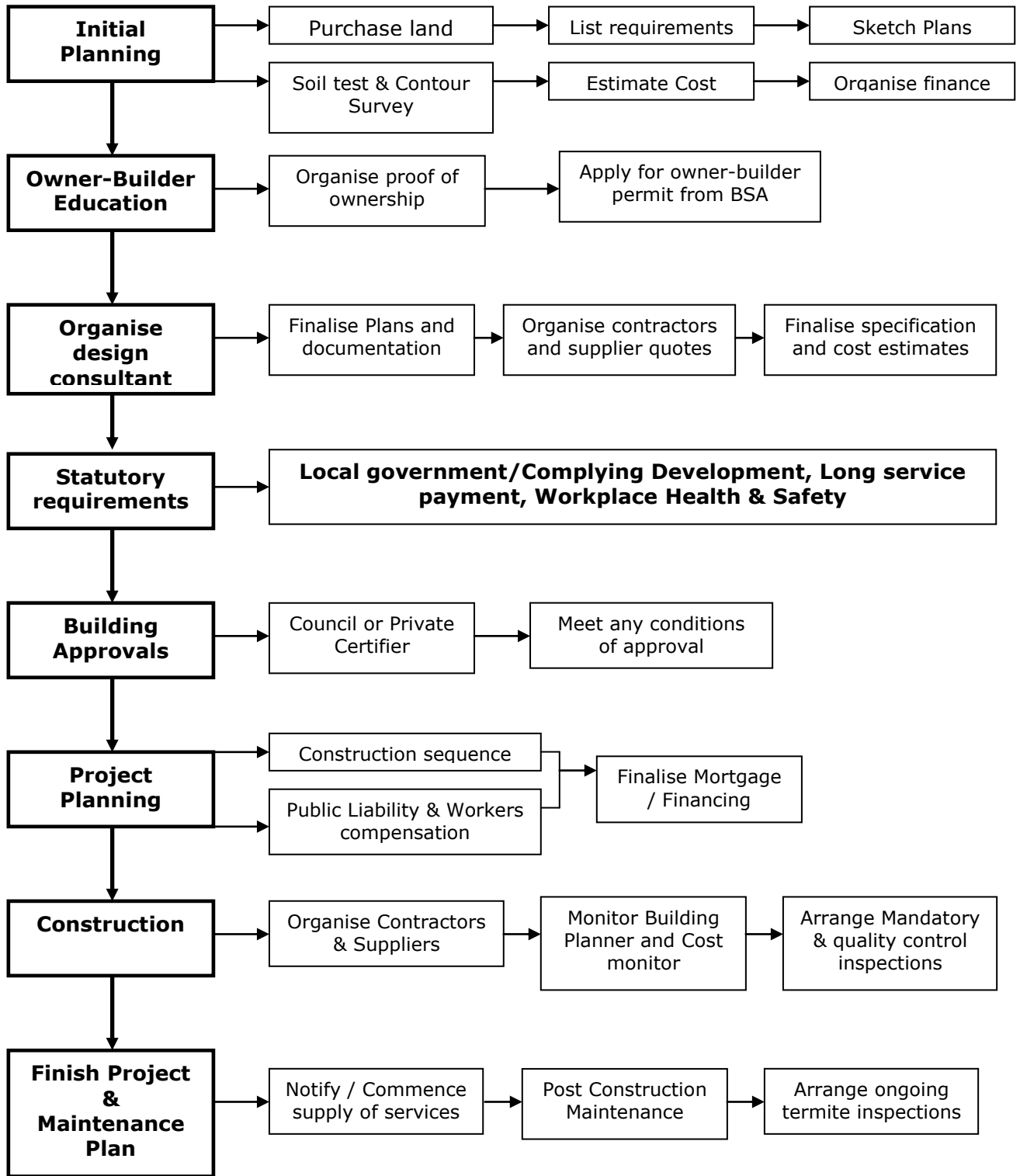
**This supplementary booklet is provided as a quick reference tool for owner builders in QLD and should be used in conjunction with the BSA owner-builder course study guide.**

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# 1 Owner-Builder Flow Chart



## 2 Construction Approval Process

### 2.1 Discuss your plans with your neighbours

It is a good idea to discuss your development plans with your neighbours before lodging your plans with your consent authority. It is important that your neighbours are aware of your plans as you may be able to get some important feedback from them.

Discussing your plans with your neighbours should foster a healthy relationship. It is important to remember that they will be your neighbours for a considerable amount of time. Communicating with your neighbours right from the very start is important as first impressions count and your neighbours can be a useful source of information if anything untoward happens on site. It is also a good idea to keep neighbours up to date with what is happening, particularly if the construction works will create a significant amount of noise or dust.

Your neighbours may be approached for comment on the development by your council and given the opportunity to comment before approval for construction will be given.

With any development application, council will advertise the development for approximately 4 weeks. You may find that depending on the type of development, this period may be waived provided the plans have been signed by various neighbours.

**Note 1: If council does not approve your plans, you may consider seeking legal advice. You can dispute the decision through the Land and Environment court.**

### 2.2 Exempt Developments

Certain renovations that are of a minor nature do not require any council approval or consent via a private certifier. These are known as exempt developments. What falls into the definition of minor works can vary from council to council. You may find that your development falls into the exempt development category if your renovation works are not affecting the structure of the existing property (such as a small fence or a barbeque). In this case, you will not need to get development consent as long as you satisfy the requirements given to you by the council.

**Note 1: Contact your council before commencing any works to ensure that those works are exempt developments or to find out what category of development they fall into.**

## 3 Owner-Builder Permit

### 3.1 How to Get your permit

To obtain your owner-builder permit you are required to take the following information to the nearest [QLD BSA](#) OR you can post the application form to the address listed on the owner-builder permit form. If you choose to post the application form, you **must** send in original documents or documents that have been certified as being true and correct by a Justice of the Peace.

The foundational requirements to receive an owner-builder permit from the QLD Building Services Authority are as follows:

- ❑ That you are 18 years of age or older;
- ❑ That you own or have a prescribed interest in the land;
- ❑ That you do or intend to live in the completed home. You may not become an owner-builder for a holiday house;
- ❑ The Certificate gained from completion of an approved owner-builder course where the value of the proposed work exceeds \$11,000.

**Note 1: A current rates notice, Certificate of Title with the name of the owner-builder applicant satisfies the Building Services Authority as proof of ownership requirement.**

**Note 2: A leasehold agreement that exceeds a period of three years may show a prescribed interest in the land. You may be required to provide a letter from the freehold owner granting you permission to build.**

**Note 3: You are limited to one Owner-Builder permit for every six-year period on separate certificates of title, unless special circumstances exist.**

### 3.2 Permit related restrictions

As an owner-builder you will need to follow two basic rules: 1. That there are time restrictions placed on your construction works AND 2. The scope of work that you are permitted to construct under your owner-builder permit.

Council may place conditions on your development application that work must be commenced within a certain time frame. If work is not commenced within that timeframe, you will need to lodge another development application. As owner-builder permits relate to a particular development application number, you will also need to apply for another owner-builder permit.

It is also important for owner-builders to remember that the permit issued by the QLD Building Services Authority relates specifically to a development application. Only work relating to that particular development application can be completed under the owner-builder permit. Any other construction may be considered illegal building work, unless it is carried out as a separate project by a licensed contractor or under another appropriate owner-builder permit.

### 3.3 The Responsibilities of the Owner-Builder

The owner-builder is responsible for the roles normally performed by the builder. This means you will be wholly responsible for the co-ordination and contracting of contractors and tradespeople. You, as the owner-builder, will be responsible for:

- ❑ Overseeing and scheduling all aspects of the construction process;
- ❑ Obtaining necessary Council and Statutory Authority approvals;
- ❑ Ensuring that the financial and insurance requirements are complied with correctly and all laws are complied with;
- ❑ Guaranteeing all work done under the owner-builder permit for seven years, for the benefit of the subsequent purchaser. Contractors are responsible to the owner-builder for the work they carry out;
- ❑ If the property is sold within six years of completion, a certificate of Home Warranty Insurance for the remainder of the six-year period must be supplied. In the sale contract, the owner-builder must notify the purchaser that owner-builder work was carried out on the property.

**Note 1: Ultimately you as the Owner-Builder are responsible to the subsequent purchaser for the quality of the work that is undertaken.**

### 3.4 What is Owner-Builder work?

“Owner-builder work” means residential building work. Residential building work is any work (including undertaking or supervising or coordinating work) involved in:

- a) The construction of a dwelling;
- b) The alteration of, or addition or repairs to a dwelling, or
- c) The construction of a swimming pool or other prescribed structures such as garage, shed, driveway or retaining wall.

**Note 1: An owner-builder permit is not necessary to do work on your own home if the work is NOT valued over \$5,000 OR it does NOT require council approval.**

### 3.5 Owner-builder Offences

As an owner-builder you should be aware that as of 29 April 2005, a number of new and serious offences have been introduced that you should be aware of. Under the *Home Building Act 1989*, it is now an offence for the holder of an owner-builder permit to:

- a) Knowingly engage an unlicensed contractor;
- b) Lend your permit to another person;
- c) Refuse to disclose names and addresses of contractors working on the site.

**Note 1: It is important that you are aware of these requirements as the maximum penalty for these offences is \$25,000.**

### 3.6 Owner-Builders and Companies.

Owner-builder permits can only be issued in an individual's name and cannot be issued in the name of a company. Where the owner/director of a company has authority to build on land, owned by the company, an owner-builder permit may be issued in the owner/director's name, but only if that individual owns the company alone or together with other individuals (not another company).

When applying for an owner-builder permit you may need to show full or part ownership of the company (this may be evidenced by the company extract). You are also required to show that you have authority to build from ALL owners/directors of the company.

### 3.7 Owner-Builder check List

- ❑ **Details of Applicant**
  - Applicant is the required statutory age (minimum of 18);
  - Permits can only be issued in one name (i.e. for an individual; not a company);
  - Provide the full address of where the work will be completed;
  - Provide telephone contact details.
  
- ❑ **Supporting Documentation required by the QLD BSA;**
  - A completed application form signed by all owners or company directors;
  - Original or certified copy of Proof of ownership, eg current rates notice, certificate of title;



- An original or certified copy of a Current Title Search or Registration Confirmation Statement no older than 30 days;
- Certificate from an approved owner-builder course e.g. this course or BSA approved exemption;
- Application fee of (\$305 as at January 2010 & subject to change. Check with the QLD Building Services Authority at the time of your application).

**Note 1: Only the legal owner can apply to obtain an Owner-Builder permit. An Owner-Builder permit cannot be issued to a non-owner spouse or relative.**

**Note 2: Remember when you complete your application for your owner-builder permit you are completing a statutory declaration and all information provided MUST be true and correct. If you provide incorrect information you can be fined heavily.**

### **3.8 Standards Australia**

For an up to date listing of the relevant standards for residential building, or if unsure of the current standard for any aspect of your owner-builder project then the latest standard can be purchased from: <http://www.standards.com.au/> or can be contacted by phone on 1800 035 822.

### 3.9 Case Studies

**1. Garry bought a block of land and wants to build three separate dwellings on the land. Can Garry obtain an owner-builder permit for this work?**

Owner-builders permits can be issued for dual occupancies only and as such Garry cannot obtain an owner-builder permit for this work.

**2. Darren has built a house as an owner-builder two years ago but now needs to sell the property due to financial hardship. What does Darren have to do?**

As an owner-builder Darren must state in the contract of sale that work was completed under an owner-builder permit. He must also organise owner-builders Home Warranty Insurance for the remainder of the six-year period.

If the prospective purchaser is not advised that work was completed under an owner-builder permit or if Home Warranty Insurance is not provided, the prospective purchaser can withdraw from the sale without any penalty. If Home Warranty Insurance is not provided, the owner-builder can face large fines.

**3. Margaret has just bought her first block of land and wants to build a house on the land. She has found a builder to do the work, but the builder has asked her to obtain an owner-builder permit. Margaret will not be doing any of the work and will have a contract with only one builder. Should Margaret become an owner-builder?**

If the builder will be completing all works and organising the contractors, then Margaret does not need an owner-builder permit for the work. Owner-builders should be wary of builders who try to avoid the Home Warranty Insurance requirements by suggesting that they become owner-builders.

Even if Margaret decided to obtain an owner-builder permit, the builder and any other contractor is still required to supply Home Warranty Insurance for any of their contracts that exceed \$12,000 including G.S.T.

**4. Jim and Denise have recently become married and want to become owner-builders and build a house on land that Jim owns solely. Jim recently had an owner-builder permit for another property. Can Denise become an owner-builder if her name is not on the title of the land?**

Owner builder permits cannot be issued to non-owner spouses such as Denise. Jim would need to add Denise's name to the title of the land before an owner-builder permit can be issued in her name. For more information on proof of ownership, see Section 3.1 – How to get your permit.

## 4 Licensing Requirements and Recommendations

### 4.1 Licence Requirement

Owner-builders are permitted to undertake residential building work, excluding work of a specialist trade, unless the owner-builder holds a current and valid licence for that specialist trade. Specialist trades include:

- ❑ Plumbing;
- ❑ Draining;
- ❑ Air-conditioning;
- ❑ Gas fitting; and
- ❑ Electrical.

**Note 1: Even where the work falls outside of these specialist trades, full consideration of the complexity of the work should be taken into account. For instance the owner-builder may also consider getting a licensed contractor for complicated work, even though you are allowed to do the work yourself.**

**Note 2: If the owner-builder is unsure about the specialist trades or if work falls into a specialist trade, the owner builder should contact the Office of Fair Trading for advice.**

### 4.2 Recommendations

You may not be required to employ licensed contractors for all work that is being completed. Where the owner-builder is not a specialist or does not feel confident completing the work, the owner-builder should ensure that licensed contractors (with a current and valid licence) are contracted for the work they perform. Employing licensed contractors will enable an easier resolution of disputes.

**Note 1: If you do employ unlicensed contractors, you may find it difficult to obtain a resolution to your dispute.**

Remember to check with the QLD Building Services Authority to ensure that contractors hold an appropriate licence for the work being performed and that the licence is current. You can check contractors licence details online at the [QLD Building Services Authority](#) website.

**Note 2: Ask the tradesperson to provide letters of recommendations from previous customers and to view recent examples of their work.**

## 5 Contract information

### 5.1 Contract information statements

The *Domestic Building Contracts Act (the DBC Act)* requires that all contractors performing domestic building work valued at \$3300 or more must provide their clients with a BSA-approved Contract Information Statement.

The Information Statement contains general information relating to the contract for the benefit of home owners - including information about the rights and duties of the owner and contractor, procedures for resolving disputes, maintenance obligations, etc. Section 99 (1) of the Act provides BSA with the authority and obligation to approve Information Statements submitted by industry associations and individual contractors. The Queensland Building Services Board has recently approved criteria for the development and approval of Contract Information Statements. These criteria are provided below.

To satisfy your obligations under the Act, you can choose one of the following three options:

1. **Purchase** and provide your clients with a copy of BSA's Major Works Consumer Guide or BSA's Minor Works Information Statement (BSA's version of the Contract Information Statement - available from all BSA offices and most local governments at \$2 incl. GST);
2. **Use any BSA-approved Information Statement** offered by industry associations; or
3. **Draft your own version and submit this to BSA for approval.** Once approved, you can use your own Information Statement.

#### **Guidelines / Criteria for BSA approval of contract information statements**

##### 1. Form and presentation

In view of the fact that the Act does not specifically set out form and presentation requirements for an Information Statement, BSA has been guided by 3 general considerations:

As a document which is intended to be "for the benefit of building owners" the Statement ought to be straightforward to read and understand, logical in format and easy to navigate through. Relevant factors here will include the sequence of topics and format considerations such as the use of headings, spacing, bolding, font type and size, etc. With regard to the print font, a clear style with a minimum size of approx. 10pt is

recommended (this is consistent with the Consumer Credit Regulations). BSA's intention in assessing these factors is not to be pedantic or overly prescriptive, but rather to ensure that the overall effect is 'helpful' and of benefit to owners.

This is consistent with the limited, general advice about presentation which the Act does offer in relation to regulated contracts (not Information Statements) in s.27 - namely that it must be "...in English and ..readily legible.. "

The Statement should also be clearly identifiable as a separate document with a clear beginning (including a prominent heading) and end, and distinct from the Contract Schedule, even though the 2 documents may be attached or bound together, one after the other (i.e. While it is not expressly stated, the relevant provisions of the Act - e.g. ss.40, 99, 100 - suggest that the Statement should be a discrete document, not merely information fragmented or interspersed throughout the Contract Schedule).

In addition to the above, the Information Statement needs to have some identifier (e.g. the name of the association or company, followed by a reference to the name/type of contract the Statement is intended to accompany), and version number (when approved by BSA the Statement would be referred to as Version no.1) for control purposes.

## 2. Content

After the heading, the Statement should clearly indicate that it has been approved by BSA under s.99(1) of the Act as satisfying the requirements of an Information Statement for the purposes of the Act.

### **Pre-construction**

- ❑ Contract Checklist (summarises licence & documentation requirements, incl. description & location of work, plans, specs & foundations data, if applicable, reference to statutory warranties, "cooling-off" period notice, start & finish dates, etc.)
- ❑ Reference to maximum deposit amounts (cannot be increased by contract)
- ❑ Prime Cost Items and Provisional Sums (documentation requirements, including separate schedules, and need to provide evidence of cost when seeking payment)
- ❑ "Cooling-Off" Provisions (incl. time frames, and rights & obligations of both parties, incl. builder's rights of retention/payment in event of owner withdrawal)
- ❑ Building Approvals and Inspections (incl. how many & when required and who can do them; requirement for contractor to provide copies of reports, certificates, notices, etc. to home owner)
- ❑ Insurance (includes references to both the home owner's responsibility - e.g. in the case of renovations - and BSA's Statutory Insurance Scheme, where applicable)

### **During construction**

- ❑ Progress Payments (details of recommended progress payments for contracts with designated stages; importance of not paying in advance of work progress, including impact on BSA Statutory Insurance, if applicable)
- ❑ Variations (form and content requirements, incl. need to be in writing and copied to consumer, payment not before work has commenced, etc.)
- ❑ Caveats (if applicable)  
The Site (control of and access to, etc.)
- ❑ Dispute prevention (incl. need for good documentation & ;two-way communication)
- ❑ Mandatory Inspections (how many, when, by whom, role/purpose, etc.)
- ❑ Quality Control (incl. owner's responsibility)
- ❑ Procedures re. Completion/Handover (incl. documentation of defects, payment, etc.)

### **What to do if problems develop** (During/after construction)

This focuses on the need for the home owner to firstly advise the builder in writing about the specifics of the problem, asking them to rectify the matter within a reasonable space of time. The remainder of this section should clearly outline the available dispute resolution options, including:

- ❑ Availability/nature of any 'voluntary' dispute resolution mechanism offered by industry e.g. QMBA's Dispute Resolution Service (optional)

BSA's Dispute Management services (needs to clearly identify BSA as the regulatory body able to issue directions, etc. and provide BSA Brisbane ph. no 3225 2855)

- ❑ Commercial and Consumer Tribunal (previously the Queensland Building Tribunal) who can resolve commercial and domestic disputes. The Tribunal can be contacted on [www.tribunals.qld.gov.au](http://www.tribunals.qld.gov.au)
- ❑ Other Methods (e.g. via the court system or action under the contract - incl. termination and, possibly, liquidated damages; possible impact on entitlements under BSA's Statutory Insurance Scheme if the contract is terminated under s.90 of the Act for blowouts in time or costs; need to obtain legal advice before exercising any of these rights; builder entitled to costs up to termination)

### **After moving in**

- ❑ Warranties (Manufacturers' & Statutory Warranties)
- ❑ Basic Post-Construction Maintenance Advice (including owner's responsibility, e.g. need to inspect/maintain termite barrier where this is relevant to work covered by the contract associated with the Information Statement)

**Note 1: Where the work relates to a specialist trade (plumbing, draining, gas fitting, electrical), irrespective of the value of the work, the tradesperson must hold a current and valid license for the specialist work.**

## 5.2 Contract Recommendations

It is a good idea to seek quotes from at least three different builders / tradespeople. Ask each prospective contractor to give you a list of references containing at least three jobs recently completed. Feedback received from the referees should reflect the tradesperson's claim regarding the purported quality of their work. Suggested questions to ask the referees are:

- Did the builder start the work on time?
- Did the builder finish the work on time?
- Are you happy with the quality of the finished work?
- Were extras charged for and, if so, were they reasonable?
- Did the builder use the correct materials?
- Was the tradesperson approachable?
- Did the tradesperson answer your enquiries in a way that you could easily understand and in a timely manner?

**Note 1: Check with the QLD BSA to ensure that the builder / tradesperson has had no claims lodged against them or any outstanding Tribunal Orders not complied with.**

**Note 2: Ask contractors for copies of insurances prior to commencing work.**

**Note 3: Where appropriate ask contractor for work method statements. See WorkCover and Occupational Health and Safety for more information.**

## 5.3 What needs to be in the contract

The *Domestic Building Contracts Act (the DBC Act)* does not require a standard or particular building contract to be used for building work. The *Home Building Act 1989* sets out the statutory requirements for contracts. The terms and conditions of each contract can vary widely, to suit individual circumstances.

The use of template contracts may simplify the contracting process. However, it is very important to analyse the terms and conditions in the contract to avoid unintended consequences. The *Home Building Act 1989*, provides that the written contract must contain:

- ❑ The date and signatures of both you and the builder or tradesperson;
- ❑ Your name;
- ❑ The name on the builder's or tradesperson's contractor licence card and the licence number (Perform a [Licence Check](#) before signing the contract);
- ❑ A sufficient description of the work to be carried out;
- ❑ Any plans and specifications attached;
- ❑ The contract price which must be prominently displayed on the front page;&
- ❑ A warning and explanation if the contract price is unknown or subject to change.

**Note 3: Contracts define the legal relationship between yourself and the tradespeople you contract with. It is important to consider all aspects of the work to be carried out when formulating the contract. Variations to the contract can often lead to delay, disappointment and extra cost.**

Owner-builders should use fixed price (also known as lump sum) contracts to avoid variations by the contractor. The only exception would be with regard to excavation where rock is encountered. Variations for unforeseen circumstances are usually catered for in the standard form contracts. (See Section 5.9 variations and additions to contracts for more information).

## 5.4 Recommended contracts

The QLD BSA offers plain English contracts and it is recommended that you do use them when entering into contracts with your contractors.

The use of template contracts may simplify the contracting process. However, it is very important to analyse the terms and conditions in the contract to avoid unintended consequences. BSA's Contract Packs fully comply with all the requirements of the [Domestic Building Contracts Act 2000](#) which came into effect in Queensland on 1 July 2000 and significantly affects how builders and owners contract together for building projects and can be downloaded for free from the [BSA website](#).

A list of the available contracts from QLD BSA include:

- ❑ **Major Works Contract** Pack is suitable for domestic building projects with a contract price exceeding \$40,000 - including the construction of an entire house (i.e. Designated Stages Contract). It includes a plain English contract and a full range of supporting documents including BSA's Major Works Consumer Guide and all necessary forms;



- ❑ **Minor Works Contract** Pack is suitable for domestic building projects with a contract price between \$3,301 and \$40,000. It includes a plain English contract and a full range of supporting documents including BSA's Minor Works Information Statement, and all necessary forms;
- ❑ **Contract for Small Building Projects** will help if your building project will cost \$3,300 or less (including labour and materials). This contract makes it easy to achieve agreement on what's to be done, where, and for how much. Both parties will be secure in the knowledge that they have a written contract to adhere to and refer to if any dispute arises.

**Note 1: Read contracts carefully and understand what you are reading before signing. Ensure that your agreed schedule of payments matches the value of work, so that you only pay for work that has been completed.**

## 5.5 Contracts and GST

Contracts should include the GST component as part of the total price of the contract. Beware of tradespeople who try to convince you that GST is not included in the total cost of the contract.

Business Activity Statements are not the responsibility of the owner-builder and the owner-builder is not eligible to claim a refund on the GST component paid on materials or contracts (For more information visit [www.ato.gov.au](http://www.ato.gov.au)).

It is important that the tradesperson/builder supply tax invoices or receipts for work completed. This will ensure as far as possible that the contractor is meeting his obligations in relation to the honouring of their Pay As You Go taxation requirements. Ensuring the tradesperson supplies a tax invoice will help to avoid any disputes about payments.

## 5.6 Progress Payments

Progress payments provide payment to the tradesperson prior to the completion of the work. Progress payments are more appropriate for larger jobs, to reflect the work that the tradesperson has completed. This is usually so they can pay for materials and labour as the job progresses. The signed contract between yourself and the tradesperson should set out the agreed stages of the construction that payment can be requested. Where appropriate you may consider the negotiation of retention amounts. It is recommended that between 5 -10% of the contract price be retained depending on the contract sum. You the owner-builder would need to write this into the contract.

As for how much and how often progress payments are made will depend on the circumstances. The basic rule is that you only pay for work that is completed. If borrowing money to finance the construction of your home or renovation, the bank or lending institution may have special requirements for progress payments. Additional clauses in the contract may have to be inserted to cover them. It is important to have finance arranged before you enter into the contract, due to the bank or lending institutions' requirements.

**Note 1: If your contract has terms and conditions relating to progress payments, negotiate with your tradesperson or builder before signing, as once the contract is signed the terms and conditions in the contract are binding.**

**Note 2: Check with your lender to see if they have any special requirements before progress payments will be released. For example some lenders may require a written report or inspection.**

## 5.7 Variations and additions to a contract

A variation is a change or adjustment to what has already been agreed in the contract. A common reason for varying a contract is due to unforeseen circumstances. The builder or tradesperson may request the contract be varied where unforeseen expenses are incurred or circumstances differ materially from what was expected.

Additions are items that the homeowner wishes to add to what was previously agreed. Variations and additions can be expensive because they disrupt the builder's program and generate more work. If you do need to make a variation to the contract, make sure it is in writing and attached to the contract and signed by both you and the builder/tradesperson.

Before the work commences on the variation or addition, the builder or tradesperson should give you a written description of the work, any plans or specifications for it, the extra cost, and any extra time required to complete the work, if known. The variation should include the cost of materials and labour. Both the tradesperson and yourself should sign this written variation, if you agree on the scope of the proposed work and price. If you don't agree, don't sign.

**Note 1: When you negotiate your original contract, think things through and be specific as possible. This will save the need for expensive variations, delays in completing your project and possible legal costs.**

**Note 2: If the reason for variation is the builder's or tradesperson's fault, you do not have to pay for any extra work needed to rectify the problem and should not be pressured into varying the contract.**

## 5.8 Contract Checklist

### Read the contract carefully:

- ❑ **Does the contract meet the statutory requirements for a contract;**
  - Signed and dated by both parties;
  - Your name;
  - The name on the builder's or tradesperson's contractor licence card and the licence number (Perform a Licence Check before signing the contract);
  - A sufficient description of the work to be carried out;
  - Any plans and specifications attached;
  - Relevant warranties required by the Home Building Act 1989;
  - The contract price which must be prominently displayed on the front page;
  - A warning and explanation if the contract price is unknown subject to change;
  - A caution about signing the contract if the consumer cannot answer yes to all items in the checklist;
  - A note about the contractor's obligation to provide a certificate of Home Warranty Insurance if the work is over \$12,000;
  - A clause that states that any agreement to vary the contract or any plans and specifications must be in writing and signed by the consumer and contractor;
  - A clause that states that all plans and specifications for work to be done under the contract (including any variations to those plans) are taken to form part of the contract;
  - A clause that states the work will comply with the Building Code of Australia, ensuring all other relevant codes, standards and specifications that the work is required to comply with under any law, and the conditions of any relevant development consent or complying development certificate;
  - A clause that states that the contract may limit the liability of the contractor to comply with the clause referred to immediately above if the failure relates solely to a design or specification prepared by or on behalf of the owner or a design or specification required by the owner if the contractor has advised the owner in writing that it contravenes the clause referred to immediately above.
- ❑ **Where necessary, does the contract specify what materials will be used e.g. specific fittings;**
- ❑ **Where necessary negotiate schedule of payments before signing contract;**

## **6 Statutory Insurance Scheme.**

### **6.1 Consumer Protection**

A policy of insurance covers residential construction work where a premium has been paid. BSA's maximum liability under the current policy - Edition 8 (subject to the terms and conditions of the policy) is an amount calculated as the replacement value of the residential construction work or \$200,000 - whichever is lesser. This includes a maximum sum of \$5,000 for alternative accommodation.

### **6.2 Subsequent purchaser protection**

The statutory warranties are also applicable (as far as is reasonable) to work done by owner-builders, for the benefit of the immediate successor in title to (i.e. subsequent purchaser from) the owner-builder. That is, the owner-builder warrants that the work results in a dwelling reasonably fit for occupation as a dwelling.

For Home Warranty Insurance in Queensland, cover can only be arranged with the BSA. The coverage period (6½ years) commences from the date of payment of the premium or the date of signing the contract (whichever is earlier).

## 7 Other Insurance

### 7.1 Introduction

Other types of insurance are just as applicable to owner-builders as to contractors. Regulatory bodies, other than the Building Services Authority, may require you as the owner-builder to take out other forms of insurance. These regulatory bodies may mandate you as owner-builder to take out insurance depending on the circumstances of your property development. Even where not mandated however, it is recommended that you consider your exposure to claims for damages or injury. It is practically unheard of for a licensed builder to undertake any construction project without the appropriate insurances in place, due to the very serious nature of the risks faced. These include but are not limited to:

- ❑ Public Liability insurance;
- ❑ Contract Works (Builders All-Risk) Insurance;
- ❑ Workers Compensation.

These insurances do not cover the owner-builder themselves for injury or illness, for which the owner-builder should enquire about separately. The homeowner should also check that each trade contractor also has their own Public Liability and Work Cover insurances.

### 7.2 Contract Works Insurance

Contract Works should cover the owner-builder for loss or damage (for example caused by fire, storm, theft or vandalism to materials and work). It is important this insurance is taken out.

It is important that you do not under quote the “replacement value” when applying for the construction insurance. If you under-estimate the value of construction at the time the insurance policy is taken out, you may inadvertently be exposing yourself to risk.

In the unfortunate event that you need to make a claim on an under-estimated insurance policy, you could be left having to cover any extra costs being the proportional difference between what you are covered for under your policy and the actual replacement costs. Under-insurance can be applied to all claims, not just total loss claims. E.g. if you have a \$600k project and you insure it for \$300k, and you then have a \$100k loss you will only get \$50k since you only insured half the project.

**Note 1: If you are renovating or extending your existing home, you need to check the limitations of your home/contents policy. In most cases your existing policy will either cease entirely or instead severely limit the extent of cover afforded by the policy. Fortunately however, Contract Works insurance can be extended to compensate for this.**

**Note 2: Read your insurance contract and the terms and conditions carefully before purchasing. If you are unsure about the extent of cover ask the insurance agent to clarify it for you.**

### **7.3 Public Liability Insurance**

Public Liability insurance covers you against claims for a third party's property damage or personal injury that arises out of your construction works. Both the owner-builder and the contractors are recommended to carry Public Liability insurance to cover themselves in the event that any of them cause damage or injury to another person as a result of their activities in the construction work. In the event that an injury or property damage occurs as a result of negligence, you may have claims made against you if that injury occurs on your project.

For the owner builder to be liable it doesn't have to arise from their own direct actions. Since they are in charge of the project most liability claims will be their responsibility. Occasionally however where there may be very clear and obvious negligence by one of the contractors the liability claim may instead be directed at the contractor individually. In most cases the liability claim will be directed to the owner builder (or in some cases to both the owner builder and also the contractor as being jointly liable). For this reason it is important for the contractors to have their own insurance.

**Note 1: If you are renovating or extending your existing home, you need to check the limitations of your home/contents policy. In many cases your current policy may cease entirely. Even where this is not the case however it will still not cover Public Liability claims that arise from the construction work. This insurance will need to be obtained specifically for the project.**

**Note 2: Read your insurance contract and the terms and conditions carefully before purchasing. If you are unsure about the extent of cover, ask the insurance agent to clarify it for you.**

## 7.4 WorkCover

Workers Compensation insurance covers those engaged by the owner-builder that are injured on the building site. It is important that you are clear on the legal relationship between yourself and the tradesperson. Even where the tradesperson is contracted to provide services to you, in the unfortunate event of injury to a contractor, you may be regarded as their employer at law. A tradesperson or builder who does not operate under a pty ltd company cannot usually take out work cover insurance for themselves. You may find that it is possible that these tradespeople may be deemed to be your employee. You should contact Work Cover QLD on 1300 362 168 before any work performed by the tradesperson is commenced.

As an owner-builder you should also consider insuring yourself against accident or sickness (accident and sickness insurance), especially if you have financial exposure such as a mortgage. An income protection policy will provide you with an income should you fall ill or if you are injured on site. Contact your insurer or broker to find the appropriate level of cover.

**Note 1: Before any Owner-Builder work is commenced, contact Work Cover QLD on 1300 362 168 to determine the appropriate level of cover.**

**Note 2: As an Owner-Builder you must take out and keep up to date a workers compensation insurance policy covering all of your workers. The penalty for non-insurance is a fine of up to \$55,000 and/or six months imprisonment.**



## 8 Occupational Health & Safety (OH&S)

### 8.1 What is Occupation Health & Safety (OH&S)

The [\*Workplace Health and Safety Act 1995\*](#) strives towards providing a safe working environment for all workers and sets out the laws about health and safety requirements affecting most workplaces, work activities and specified high risk plant in Queensland. As an owner-builder, you must provide a safe working environment for yourself and any contractors. You must ensure the health and safety of people visiting or working on your work site.

**Note 1: The *Workplace Health and Safety Act 1995* is based on the principle of duty of care and covers all workplaces in QLD, including those of owner-builders.**

There is a general duty of care on the owner-builder to ensure the health, safety and welfare at work of all employees and others who come on to the workplace. The owner-builder can achieve this through:

- a) Ensuring that the worksite is in a safe condition, and ensuring safe entrances and exits;
- b) Ensuring that there is safe use, handling, storage and transport of plant and substances;
- c) Providing and maintaining systems of work, and working environments, that are safe and without risk to health;
- d) Providing the information, instruction, training, and supervision necessary to ensure the health and safety of employees;
- e) Providing adequate facilities for the welfare of employees.

**Note 2: It is the owner-builders responsibility to provide contractors/workers with site induction training, which should cover all of the above mentioned points. For more information contact WorkCover QLD on 1300 362 128.**

### 8.2 Managing your risks

An owner-builder has an obligation to identify and assess foreseeable hazards. If it is not reasonably practicable to eliminate the risk, the employer must take steps to control the risk. As an owner-builder you will need to develop a risk management plan that identifies risks to the health and safety of your employee's / contractors. WorkCover QLD and The

[Department of Employment and Industrial Relations](#) can be a valuable source of information that will enable you to avoid or minimise any risk to yourself or any employee's / contractors.

### **8.3 Warning about Asbestos and Other Hazardous Products**

When doing home building, renovations or work around the home, you may come into contact with asbestos and other hazardous products such as lead or certain solvents.

Asbestos and other hazardous product can cause serious injury, harm and even death in certain circumstances if safety precautions are not followed. For some hazardous products the law sets out who can do work involving these products and how to handle and dispose of the materials.

Products containing asbestos may include fibro or asbestos cement sheets used on the roof or walls or wet areas of a home, or as insulation material in the roof and around pipes.

It is, therefore recommended that, before you undertake the building, renovation or other work on your home, you contact WorkCover QLD or your local council for advice about the hazardous products that may be involved in the proposed work.

For advice on the transport and disposal of asbestos products in Queensland, contact the Department of Environment and Conservation Pollution Line on 1300 130 372.

Get up to scratch with the facts about asbestos. Find out how to handle, remove and dispose of it safely and legally in Queensland. You may also obtain the brochure fibro and asbestos – [Asbestos - A Renovator and Homeowner's Guide](#).

## 9 Design and cost management.

### 9.1 Design & Architects

It is important that you have a clear vision of what you intend to build and what the budget for the project is. Once you have decided on what will be built, you should develop some basic diagrams and a document that will describe to an architect what it is that you actually want.

Before going to the Architect ensure that you have thought of everything and incorporated those ideas into your vision. From there the architect will be able to come back to you with a few design alternatives. However, keep in mind that the more alternatives that the architect comes up with the more expenses that will be incurred. The architect's fees may be based on a % estimated builders contract price, a negotiated fee or an hourly rate.

It is also a good idea to contact your local council and speak to them about your ideas or preliminary sketches prior to submitting the development application. This will save time and money if council are opposed to part or all of the proposed development.

**Note 1: Plan for the future, before committing to anything. Think of aspects such as the number of people living in the property or if you have to cater for people with disabilities. Planning for the future now will save on expensive additions in the future.**

**Note 2: If you do not have your own architect you can contact Royal Australian Institute of Architects, who should be able to refer you an architect to in your area. See useful links section.**

**Note 3: A good architect should also able to refer you on to local tradespeople that are reliable and are reasonable in respect to pricing.**

## 9.2 Quantity Surveyor

One of the greatest problems that you will face as an owner-builder is determining how much your construction will cost. You can use the included guide to monitor your costs. However, we would recommend that you use the services of a qualified quantity surveyor to help you to more accurately determine the costs of the construction works. When estimating your costs you should closely monitor the following:

- ❑ **Costs involved with consultants**
  - Architect
  - Engineers (structural and geo-technical)
  - Surveyor
  
- ❑ **Permit and application costs**
  - Building fees (Application costs)
  - Owner-Builder permit (\$305 as at January 2010)
  - Charges
  - Kerb and Gutter Bond/Deposit
  - Rates and taxes
  
- ❑ **Insurance costs**
  - Workers compensations
  - Contract Works insurance
  - Public Liability
  
- ❑ **Material Costs**
  - As per cost monitor sheet (allow for inflation)
  
- ❑ **Equipment Costs**
  - Purchase or Hire
  
- ❑ **Labour Costs**
  - Contractors
  - Your own labour (Only allow for as many hours as you can actually perform on a weekly basis)

### 9.3 Using the included Cost control monitor.

- ❑ Ensure that you obtain at least 3 quotes for works being carried out
- ❑ Highlight the chosen quote; **do not** automatically choose the cheapest quote.
- ❑ Enter in percentage figure for deposit paid. Remember to check the allowable deposits that the tradesperson is entitled to request.
- ❑ Enter the residual amount to be paid after deposit has been made.
- ❑ Finally if the quoted amount and actual amounts differ enter in "Actual Cost"

**Note 1: The cost-monitoring schedule that is included should be used in conjunction with a professional quantity surveyors report, as each project will have different requirements.**

**Note 2: Do not automatically choose the cheapest quote, the person with the cheapest quote may have a number of different projects on or may skimp on the quality of materials used. This may delay your works and cost you additional monies or cause disputes.**

**Note 3: Only enter into fixed price contracts. And try to negotiate a cheaper price from the chosen contractor before entering into the contract.**

## 10 Planning and Building Tips

### 10.1 Organisation

One of the most important building tips, is that you must be highly organised during all stages of the construction process including preparing to commence construction. Always check with QLD BSA that the contractors are licensed for the work and that the licence is current.

Keep records of quotes, contracts, licence details and correspondence relating to the building work. You may choose to keep a folder for written documentation such as quotes, contracts and invoices.

If you are to complete your construction on time and on budget you will need to use a building planner or diary to estimate construction stages and time frames. As an owner-builder, one of the most important tools that you will have is the building planner. The owner-builder can use the building planner to estimate the time frames in which certain activities will occur. The recommended method for using our planner is to fill in the dates from when the project will start. Secondly go through the planner with a highlighter or pencil and mark when each stage or event will begin according to your schedule. Finally when construction has commenced you can mark each stage off the planner as it occurs. The building planner will enable you see if construction is going according to schedule or where delays are happening. The building planner will also allow you to see which if any trades overlap and can allow you to reschedule tradespeople and supply of materials if the project is running behind schedule.

### 10.2 Suggested Construction Sequence Important Notes

**Note 1: Please note that this is only a guideline; all construction works have differing levels of complexity and different requirements that may not be covered by this guideline.**

**Note 2: If you are not a specialist in the area it is recommended that you do seek specialist advice before commencing any work as this may save you a significant amount of time and expense.**

It is important that you speak to your council about when and at what stages council inspections have to occur as well as any other specific regulations they may have such as hours in which you can work. Talk to your energy suppliers about what certification they require and if they are required to inspect any of the works being carried out. Contact the

water board and find out about what is required for connection of water services and sewerage.

**Note 3: Call “dial before you dig” on 1100 to find out where any pipes are before any digging or excavation commences. This will save you time and any costs in the rectification of the pipes or lines. If there are pipes / lines, advise your contractors before they carry out any work.**

**10.2.1 Arrange Your Contractors and Materials Before Starting Work**

Contact contractors and suppliers and organise a time frame for them to complete the work and for suppliers to deliver materials. Ensure that materials are delivered only as they are required as unnecessary supplies can delay tradespeople from completing work and can cause safety risks. The following table contains contractors and materials that may be required:

<b><u>Contractors</u></b>	<b><u>Materials</u></b>
1. Surveyor	• Sand, gravel and filling
2. Engineers (where necessary)	• Bricks
3. Demolition	• Hardware
4. Excavator	• Concrete
5. Electrician	• Timber
6. Air Conditioning	• Roofing materials
7. Plumber & Drainer	• Windows, doors and other joinery
8. Gasfitter	• Roller Doors
9. Concreter	• Wallboard and Plasterboard
10. Carpenter	• Kitchen
11. Bricklayer	• PC Items, i.e. Toilets, Basins, etc.
12. Waterproofer	• Paint
13. Plaster (internal linings)	• Light Fittings
14. Roofer	• Tiles
15. Tiler (wall and floor)	• Insulation (wall & ceiling)
16. Floor Sander	• Fire Safety Alarms
17. Painter	• Security Alarm
18. Fencer	
19. Insulator	
20. Alarm System	
21. Fire Safety System	

**Note 1: You will need to speak with your tradespeople and suppliers to ensure that materials are delivered when your contractor is available to do the work.**

### 10.2.2 Site Preparation and Set Out

Before commencing any work check council regulations if any amenities need to be supplied. Often councils require that a site toilet be provided and necessary footpath crossings. You may also be required to arrange a temporary supply of electricity with your electrician, and amenities for your workers / contractors.

Remove anything from the site that may prevent or slow the building work. Have your surveyor organise the set out of the site for you. You can also discuss the site levels and set out with the surveyor.

Ensure that a surveyor, concreter or someone with appropriate experience completes the set out. Check distances to boundaries (commonly called 'clearances') and ensure these are correct, as the building certifier will check them when the footings are inspected, so it is important that the site is set out correctly.

**Note 1: Remember the two most important rules the set out must be "Square and Plumb".**

**Note 2: It is very important that the set out is completed accurately, if errors are made it could lead to expensive works to rectify the problem.**

### 10.2.3 Plumbers – Pipes and Drains

As plumbing is a specialist trade all plumbing works need to be carried out by a licensed plumber. Check with the QLD Building Services Authority to ensure that the plumber holds a current licence for the plumbing trade. The plumber needs to install all the pipes that will be under the flooring of the house. Also discuss with the plumber as to when drains should be excavated, laid and backfilled. It is possible he may wish to do this after the floor brickwork or at some other stage.

**Note 1: Council inspections may be required before any plumbing / pipe works are covered.**

### 10.2.4 Excavations

It is important that you employ a specialist excavating company that has a current QLD BSA licence and a Licence issued by Work Cover. Footings and floor slabs should be designed to comply with Australian Standards (see appendix for appropriate standard), council may also require structural details including engineer's reports.

**Note 1: Don't leave excavations open to the elements for any longer than necessary. This is due to the costs associated with rectifying cave ins.**



**Note 2: If you have not contacted dial before you dig or are still unsure where your pipes or telephone lines are get your contractor to contact 'Dial before you dig'. This will minimise the risk of damage to pipes or communication lines that are expensive to repair.**

Footings and / or piers should be poured at this time. Piers often need to be constructed separately to footings. Check with a structural engineer to see if this is necessary.

Where excavation is necessary for your site, it is recommended that you should seek the services of a specialist excavator. Mistakes made during excavation can often lead to additional concrete to fill the excavation and as such additional costs.

#### **10.2.5 Drainage**

Where drainage systems are required ensure that the proposed drainage system will convey surface water to the appropriate outfall and that any water avoids entry to the building. Check with your local council to ensure that water is discharged to the appropriate point. The drainage system should be constructed in accordance with Australian Standards (see appendix for appropriate standard).

**Note 1: Stormwater drainage diagrams should be generated by a Hydraulic Engineer and need to be approved by council at development application / construction certificate stage.**

#### **10.2.6 Termite Treatment**

One area that the owner-builder needs to pay particular attention to is ensuring adequate termite treatment is undertaken and continuing maintenance and where necessary re-treatment is performed. Two types of protection for structural members (i.e. parts of the building) against termite damage;

- 1. Physical barriers*
- 2. Chemical Barriers*

The first step is to consider whether the structural framework is to be metal or termite-resistant timber. Even where the structural framework is metal, pest protection measures must be undertaken to protect non-structural elements, i.e. doorframes and other timber components.

Physical barriers for timber floors are mandatory under the Building Code of Australia and can be formed by caps to piers and continuous ant capping to brick walling in the sub floor area. Soil treatment under concrete slabs can either be done by chemical or non-chemical methods or a combination of both.

The owner-builder needs to ensure that the chemical installer must carry a termite treatment licence issued by WorkCover. The installer must show evidence of their licence, professional indemnity insurance (that is current) and the installer must provide a minimum 12 months warranty against termite infestation.

It is important to note that the homeowner must perform regular inspections as part of ongoing maintenance for their home. As part of these examinations homeowners should look around the home for signs such as crumbling/splitting timber, and around garden/perimeter and other access areas for dampness. It is recommended that trained building and timber pest inspectors perform regular inspections no more than 1 year apart.

If a chemical treatment is selected, check with the supplier as to the life expectancy of the treatment. Ensure that you plan for periodic re-treatment. For a new house, you could install a reticulation system, which is a series of pipes under the concrete slab that allow for chemical re-treatment. Otherwise you would have to drill holes through the concrete slab. Check with the Australian Environmental Pest Managers Association ([www.aepma.com.au](http://www.aepma.com.au)) for qualified member pest controllers in your areas.

**Note 1: Contact your council to find out what the individual council requirements are before selecting a method of termite protection. Some councils have banned the use of chemicals for termite protection.**

**Note 2: The Building Code of Australia requires a durable notice be fixed to the building. The notice should contain the method of termite risk management, the date the system was installed, if chemical is used its life expectancy and manufacturers recommendations for scope and frequency of pest inspections.**

### 10.2.7 Concrete Slab

In preparation for the pouring of the concrete slab you should ensure that the site is clear so that concreter has adequate site access. Before pouring of the concrete slab you may need an engineers report or on site inspection, you may also be required to supply the engineers report to your council before commencing work.

Concrete is commonly used for footings, slabs and for mortar for bricklaying. Concrete should meet the Building Code of Australia standards (see appendix for appropriate standard):

- ❑ Have a minimum grade as specified usually 20 Mpa for 'slab-on-ground' type constructions and footing, and 25 Mpa or higher for suspended concrete. (Mpa is an abbreviation for Mega Pascals. Mpa is a metric measure of pressure used to measure the concretes load capacity.)
- ❑ Do not have water added on-site to pre-batched deliveries – orders should have required 'slump' (slump is a standard test on wet concrete which give an indication of the 'workability of the concrete')

Allow the concreter to organise his own materials, keep any docketts or documents related to the supply of the concrete and ask for concrete test results.

**Note 1: Unless you are an expert in the area do not attempt this. You can contact the Cement And Concrete Association of Australia ([www.concrete.net.au](http://www.concrete.net.au)) for referral to a specialist.**

**Note 2: The slab should not be allowed to dry too quickly as this may cause cracking and in some cases structural faults. In hot weather the owner-builder should contact a concreter for specialist advice.**

### 10.2.8 Plumber

It is important that you ensure that your plumber has a valid and current licence for plumbing. Ensure that all floor waste holes, pipes and drains have been installed before progressing and ensure that the relevant authority has inspected the waste pipes before concrete is poured. When work on internal waste pipes has been completed.

Call in your pest controller to treat the ground after your plumbing inspection and the pipe work has been covered and before the vapour barrier is laid.

**Note 1: Ensure all pipes are pressure tested before internal linings are fixed, this will save expensive rectification work at a later date.**

The vapour barrier consists of polythene sheets laid over the entire area where the slab is to be laid. All penetrations such as plumber's pipes should be secured through the membrane. The Building Code of Australia requires a vapour barrier to be installed under slab-on-ground construction and that the vapour barrier has a nominal thickness of 0.2 mm. The vapour barrier should be medium impact resistant so that the vapour barrier is not damaged.

The installation of the vapour barrier must not lap less than 200 mm at all joints and the vapour barrier must be taped (duct tape no less than 50mm in width) or sealed with a close fitting sleeve around all service penetrations.

Use of a specialist concreter will ensure the membrane is placed in the correct position and it is not damaged. If the vapour barrier is punctured ensure that it is repaired with additional polyethylene film and tape before concrete is poured.

The concreter can now install steel mesh placed on bar chairs and any boxing can be placed for sunken lounges or any other recesses. Once finalised you can contact council to organise an inspection before the concrete is laid.

**Note 1: After steel mesh has been installed and the job is ready to pour, a council inspection may be required before the concrete is poured.**

#### **10.2.10 Framing**

One of the important decisions that you will have to make as an owner-builder is that of what type of framing method you will use in the construction process. The most common framing methods for construction are:

- ❑ Timber framed construction;
- ❑ Metal framed construction.

**Timber framed** construction relies on the use of timber products for the sub-floor frame, floor, wall and roof to support structural loads. Timber is used in conjunction with other products such as fibrous cement, metal or plastic sheeting or brick. Where brick is used for a brick veneer construction, the brick wall is connected to the frame with metal ties.

When using timber for the construction method you should consider the following:

- ❑ Light weight;
- ❑ Can be used with all types of floor construction;
- ❑ Materials easily available;
- ❑ Less trades are involved than if using other methods;

- ❑ Pest control should be an important consideration particularly termite protection; and
- ❑ Location.

**Steel framed** construction relies on the use of metal products for the sub-floor frame, floor, wall and roof. As with timber framing a variety of finishes can be used.

**Note 1: Ensure that metal frame is earthed properly for safety reasons.**

#### **10.2.11 Floor Framing**

Your carpenter will place the bearers, then floor joists. Once this is done ensure floor frame is straight and level. If this is not done it could lead to irregularities that may be difficult to fix.

It is easy to insulate beneath your floor at this stage. Simply lay foil over your joists prior to laying your floor.

Before flooring is fixed check that bearers are resting on the piers and no gaps are present. Ensure joists are fixed tightly to the bearers. This will save you from fixing squeaks at a later stage.

**Note 1: Council Inspection may be required prior to the placement of the floor.**

#### **10.2.12 Wall frames and Roof Trusses**

You should consider the use of prefabricated wall frames whether timber or metal framing method is used. This will save time and simplify the job. Wall frames need to be constructed in accordance with Australian Standards (check appendix for listing of appropriate standard).

It is recommended that prefabricated roof trusses be used. They are designed and engineered to suit spans, roof coverings and loadings. The supplier will detail spacing and placement and supply all associated hardware such as bracing and triple grips for fixing.

#### **10.2.13 Windows and external doorframes**

Fix window frames as soon as possible and ensure that flashings are used. Co-ordinate the installation of windows and doors with your bricklayer.

#### 10.2.14 Walls – Bricklayer

Building the brick walls for the house is one of the largest tasks that will be undertaken in the construction process. It is recommended that you leave this up to a specialist i.e. a licensed bricklayer.

The majority of modern houses built are built using a brick veneer (masonry veneer) construction. If the owner-builder wants to estimate how many bricks are necessary, the average single thickness brick wall needs 60 bricks per square metre. The owner-builder can make the estimate based around whole bricks, allowing 10mm for each mortar joint. Then you will only need to contend with half bricks, which may be purchased.

An area where the owner-builder may be able to help the bricklayer in is the preparation of the bricks, a common requirement is that bricks may need to be cut in half before laying. To cut a brick, mark the line in chalk, using a brick bolster or chisel and heavy hammer, cut groove around the brick. On a soft base – sand or lawn, a hefty whack will give a clean break in the brick.

The owner-builder needs to ensure that as the bricklayer lays the bricks, that the bricklayer leaves a 25mm (min) cavity between the brick wall (masonry leaf) and the closest portion of the wall frame, for services, insulation or other elements located in the cavity. The owner-builder also needs to ensure appropriate wall ties are used, Australian Standards require wall ties be:

- ❑ Spaced correctly 600mm both vertically and horizontally. Or 300mm around openings in the wall such as doors and windows.
- ❑ Wall ties should slope downwards towards the external wall (external leaf) and should be embedded a minimum of 50mm into the mortar joint. The other end of the wall tie needs to be secured by an approved system, installed according to manufacturers specification.
- ❑ If in corrosion risk area check wall ties meet appropriate standard.

Where timber frame is used for the framing method ensure the bricklayer leaves adequate space for timber shrinkage. For single storey construction this is usually 10mm below any window frame sill and door frame sill, and 10mm below roof framing and or eave-linings.

### **10.2.15 Roof Guttering – Plumber**

After frame and fascia are completed, the plumber is required to fix the guttering before the roof is covered. Valley flashing should also be installed. The plumber should make sure that the guttering falls to the position of the downpipes. Plumber should also do a “rough in”, which relates to fixing off hot water and cold water services and drainage points in the wall.

Where gas is to be used, it is important to contact your gas provider to discuss the rough in and your final connection to the main system.

If concealed gutters are used no fascia is required as the gutter and fascia are combined and are fixed by the plumber.

### **10.2.16 Roof Covering**

Ensure that any roof coverings are fixed according to manufacturers specifications that should be available from your supplier. Sarking (foil) should also be installed as prevents entry of dust and also has insulation benefits. Sarking also gives additional security against water penetration.

### **10.2.17 External doors – Carpenter**

Carpenter can fit external doors. Eaves should be lined and the sub floor access door fitted.

### **10.2.18 Wiring – Electrician**

Contact energy supplier with regard to electricity supply, Telephone Company for the provision of supply pipes in the slab and a gas supplier for supply of gas services before the pouring of the concrete.

Electrician will place the lighting and power cables. These should be installed according to the initial plan. Electricians also usually install your telephone cables, see below.

### **10.2.19 Telephone**

Contact Telephone Company and advise them of your requirements so that pre-cabling can be done. If an electrician is installing cabling for telephone or other related systems ensure they hold the appropriate Austel licence.

### **10.2.20 Gas**

Gasfitter will place the gas pipes to the locations of the appliances.

### **10.2.21 Wet area flashing for Bathroom, Laundry and kitchen**

Remove all debris and mortar deposits. Ensure that the contractor uses an accredited water-proofing system. Flash all internal angles formed between the floor and the walls and to shower uprights. With concrete floors the full shower base should be sealed. On particleboard the whole bathroom should be sealed. The waterproof membrane that you select should be flexible enough to allow for normal movement in timber framed structures. It should be strong enough to resist any damage during installation of the floor surfacing material and be suitable for bonding with flexible adhesive.

**Note 1: You also need to ensure that a certificate from the waterproofer is obtained. As this will need to be provided to council.**

**Note 2: Contact your council to organise inspection of all wet areas prior to internal linings being installed.**

### **10.2.22 Wall linings**

If insulation is required it should be done after bricks have been placed but prior to any linings being installed.

### **10.2.23 Internal Linings – Plasterer**

Ensure all tradespeople have completed their work correctly and according to their contracts, as any errors not detected may lead to expensive rectification work.

Ensure all trimmings for fittings have been installed and that walls are straight, power and light points are in the right positions and plumbing points are placed correctly.

Ensure that wall cavities, vermin wire and wall ties are clear of mortar.

Your Plasterer can now proceed fixing the linings. Ensure that all joints are backed with either studs or noggings or installed according to manufacturers specifications.

**Note 1: The wall must be straight and cornices straight and even.**

### **10.2.24 Joinery and fix out – Carpenter**

Carpenter can install all internal doors, kitchen and mouldings along with any extra joinery as required.

### **10.2.25 Wall and Floor tiling**

The owner-builder needs to get an experienced tiler to inspect the area to be tiled to ensure the area is suitable for tiling. It is recommended that a minimum of two months be left before fixing tile coverings to protect against shrinkage of concrete. It is also



important that where the area to be tiled exceeds 16m<sup>2</sup> that appropriate expansion joints be used.

Check that all joints and junctions are watertight in and around the showers. If not watertight, leakages can cause superficial damage and in some instances cause structural damage.

Joints must be straight and even. Tiler must use high quality adhesive and it must be used as specified by supplier. Grouting to the joints must be finished to a high standard to prevent any leakages.

### **10.2.26 Painting**

Painting is an important decision for the owner-builder to make and can make a huge impact on the overall finish to your construction. It is advisable to spend a little extra and get an interior designer to come in and make some suggestions about the colour scheme and possibly which paint finishes will suit your construction works. For instance you may consider a 'feature wall' and have a sponge effect or suede effect. Little touches like these can make all the difference and can add to the value of your home.

Remember that any imperfections on the surfaces of walls and ceiling should be fixed, any nail holes filled and sanded and mouldings secured before painting. Do not use high gloss paint on plasterboard surfaces, as any minor imperfections will be seen. Ensure that high quality paint is used and that it is used according to manufacturers specifications such as ensuring consistent colour throughout paint and correct application.

For more information and tips on painting you can visit [www.dulux.com.au](http://www.dulux.com.au) that has a tool that allow you to experiment with colour schemes and calculate how much paint will be needed. You can also visit [www.bristol.com.au](http://www.bristol.com.au) for tips on colour schemes and they also offer a helpdesk facility where you can email an expert with a question.

**Note 1: Ensure that after the painting is completed that additional paint is stored so that any damage to paint work during final fit out can be fixed easily.**

**Note 2: Make sure the painter uses drop sheets to prevent spillages on expensive fittings and brickwork.**

### 10.2.27 Final Fit Out – Plumber

The plumber will fit wastes to the Basins, sink tubs, and showers. Taps will be fitted and hot water connected.

**Note 1: Ensure down pipes are fitted correctly and sewer connected.  
The stormwater drains should be connected and inspected by council.**

### 10.2.28 Final Fit Out – Electrician

Installation and fixing of switches, power points, etc, should be finished. The electrician may also connect an alarm and smoke detectors.

**Note 1: The electricians work needs to be inspected and tested. Application to connect needs to be done by tradesperson, before electricity supply is connected.**

**Note 2: If down lights are fitted, do not cover transformers with insulation due to fire risk.**

### 10.2.29 Finish up

Insulate ceiling cavity after electrician has completed all work.

If any rubbish has not been removed as work has progressed remove all rubbish before finalising final fittings and landscaping.

Finalise landscaping and ensure termite barrier is not disturbed. Ensure any paving falls away from the house and ensure that water drains into storm water system.

Install any extra fittings such as garage doors, fly-screens and security doors etc.

**Note 1: All construction work must be built in accordance with the Building Code of Australia to ensure that your construction will be fit for occupancy for yourself and any future owner.**

**Note 2: This has been provided purely as a guide and it is recommended that where you are not a specialist in the area that you seek specialist advice before starting any work.**

## 11 Preventing and Resolving your disputes

### 11.1 Dispute Prevention

One of the owner-builder's main roles is to manage the relationship they have with the contractors and other employees. As you are taking on the role of the builder you will need to make conflict prevention and resolution one of your highest priorities. Some important tips that will help you minimise disputes are:

- ❑ Most importantly ensure that the contractor holds a current and valid contractors licence for the work they are carrying out. And where required ensure that the contractor can supply Home Warranty Insurance where the value of the work exceeds \$12,000.
- ❑ Where required and even where possible ensure that you have written contracts with your contractors that specify exactly what is expected, what the payment conditions are and the expected time frame works will be completed in.
- ❑ Be courteous and respectful to contractors, remember they are the specialists and are critical to the completion of your project. Gaining the co-operation of your contractors will go a long way to ensuring that the work is completed correctly and on time.
- ❑ Leave contractors alone to carry out their work. When work is to be inspected organise a time with them so that they are not disturbed during their work.
- ❑ Specify what materials are to be used in the contract so that you can avoid disputes with the contractor as to the quality of the materials that are being used. Having this written down avoids any ambiguity.
- ❑ Research the materials / fittings and work to be completed by the tradesperson. This will show that you have an understanding of the materials \ fittings or work to be completed. However, do not try to intimidate the tradesperson with your knowledge. Remember, if you have chosen your tradespeople correctly, that they are the experts.
- ❑ Make payments promptly and within the specified time frame as per the schedule of payments. If you have any outstanding issues raise them with the contractor as soon as possible and make payment promptly when issue has been resolved.

### 11.2 Resolving your disputes

One of the most difficult tasks that an owner-builder will need to tackle during the construction process is having to resolve disputes with contractors. As an owner-builder you may have to resolve disputes that relate to:

- ❑ Materials used by contractors;
- ❑ Quality of workmanship;
- ❑ Incomplete work; and
- ❑ Unlicensed or uninsured work.

Your ability to resolve these disputes can affect the success and completion of the construction works in a timely manner. Resolving any disputes in a timely and efficient manner must be your highest priority if you are to finish construction on time and on budget. A number of methods to help you resolve your disputes include:

- ❑ Speak with the contractor on site and list the issues that you feel are in dispute. Give the contractor a chance to respond to any claims;
- ❑ Put the issues in writing to the contractor, address only issues that relate to the work that in his scope of works. The letter should contain;
  - Address the relevant issues.
  - List what you see as a reasonable outcome.
  - Give him a time frame to come to a resolution to have the issues rectified in.
  - Send the letter via **fax** or **registered post**. Keep a copy of the letter and the confirmation slip that is gained from successful delivery of the letter.
- ❑ Where unable to resolve the issues, contact the QLD Building Services Authority on 1300 272 272;

**Note 1: The best method to resolve the dispute is through self-help it will avoid any lengthy delays in work being finalised or the delay of works by other tradespeople.**

Should the dispute relate to contractual issues you may consider seeking legal advice. If you don't have your own legal advice you can approach;

**Legal Aid QLD** on 1300 65 11 88 or visiting the [Legal Aid QLD](#) website.

### 11.3 Dispute Checklist

- Contact the builder/tradesperson and organise on site meeting.
- Send letter outlining issues, desired result and timeframe. **If unresolved;**
- Gather information about dispute including evidence
  - The contract for the work;
  - Any correspondence related to the dispute;
  - Photographs if they show the work is defective; and
  - Any other documentation which relates to the dispute

## 12 Maintaining your property

### 12.1 General Maintenance

- ❑ If defects are found contact the contractor who completed the work and ask them to return and make any necessary rectifications. If the contractor fails to return in a reasonable time frame refer to the section that relates to how to resolve your disputes.
- ❑ Any landscaping is to be carried out with due care and consideration for the other structures in the vicinity. Appropriately qualified contractor should carry out any excavations. Certain retaining walls may also require an Engineers certificate and /or building approval by council, seek councils' advice before commencing.
- ❑ Ensure that regular pest inspections are carried out every 12 months and ensure that a qualified pest inspector carries them out so that termites do not attack the building. If you do find evidence of termites such as mud tunnels do not disturb them and seek specialist advice immediately.
- ❑ Seek advice on planting of appropriate trees close to the building as tree roots can cause severe damage to footings, slabs and can affect plumbing.
- ❑ Perform minor maintenance on a regular basis such as cleaning gutters so that expensive repair costs will be minimised. Performing minor maintenance tasks such as cleaning gutters will also reduce fire hazards.

## 13 Useful links

### 13.1 Technical information or Advice:

[Standards Australia](#) Tel: 1300 308 989

### 13.2 Contacts before you start your work

[WorkCover QLD](#) Tel: 130 362 128

[Dial before you dig](#) Tel: 1100

[Queensland Building Services Authority \(BSA\)](#) Tel: 1300 272 272

### 13.3 Looking for a building inspector:

[Yellow Pages](#) look under 'Building Consultants' and 'Building Inspections Services'

[Board of Architects of Queensland](#) Tel ph: (07) 3224 4482

[Royal Australian Institute of Architects](#) Tel. (07) 3109 7320

[Association of Consulting Engineers](#) Tel. (07) 3211 4900

[Australian Institute of Building](#) Tel. (07) 3252 7529

[Australian Institute of Quantity Surveyors](#) Tel. 6282 2222

[Housing Industry Association](#) Tel. (07) 3846 1298

[Institute of Building Consultants](#) Tel. (07) 3404 6405

[Engineers Australia, Queensland division](#) Tel. (07) 3832 3749

[Queensland Master Builders Association](#) (Gold Cost Division) Tel. (07) 5597 7077