



SCHEDULE FOR BSA NEW HOME CONSTRUCTION CONTRACT

NOTE TO OWNER: To better understand your contractual rights and obligations, please read the accompanying BSA Consumer Guide and General Conditions, both dated August 2011.

NOTE TO CONTRACTOR: When completed, retain original and give 2 signed copies of this Schedule to the Owner.

THE OWNER

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Owner's name/s: _____

Address: _____

Post Code: _____

Business Phone: _____ Home Phone: _____ Fax: _____

Mobile Phone: _____ Email: _____

Owner has checked the Contractor's licence and history via BSA's Online Licence Search: Yes No

The Owner IS IS NOT a Resident Owner. (Tick the appropriate box)

NOTE: An Owner is a Resident Owner if he/she intends to live in the Works on completion or within 6 months after completion

Owner's Authorised Representative (if any): _____

Address: _____

Post Code: _____

Business Phone: _____ Home Phone: _____ Fax: _____

Mobile Phone: _____ Email: _____

NOTICE TO OWNER: 'COOLING-OFF' PERIOD

Under the *Domestic Building Contracts Act 2000* you may have the right to withdraw from this Contract during the cooling-off period of 5 business days commencing when you have received both a signed copy of this Contract and the Consumer Guide. If you wish to withdraw under the 'cooling-off' provisions you must give the Contractor a written notice stating that you withdraw from the Contract under section 72 of the *Domestic Building Contracts Act 2000* (see Condition 1 of the General Conditions for more details).

THE CONTRACTOR

Contractor's name (must be as shown on licence): _____

Licence Number: _____ ABN No: _____

Contractor confirms: My licence is current, active and appropriate for this work: Yes No

Address: _____

Post Code: _____

Business Phone: _____ Home Phone: _____ Fax: _____

Mobile Phone: _____ Email: _____

Contractor's Authorised Representative (if any): _____

Address: _____

Post Code: _____

Business Phone: _____ Home Phone: _____ Fax: _____

Mobile Phone: _____ Email: _____

Item	Subject	Notes	Particulars
1.	BRIEF DESCRIPTION OF THE WORKS	Insert a description of what is to be built and attach and refer to the plans and specifications e.g. <i>construction of a new home and swimming pool as per attached plans & specifications.</i>	
2.	SITE Condition 7		Site Address: _____ Real Property Description: Lot No: _____ Plan Type (e.g. RP/SP/BUP): _____ Plan No: _____ Local Authority: _____
3.	STARTING DATE Conditions 6, 12 & 29	NOTE: The Contractor must ensure that the work under this Contract starts by the latest of: <ul style="list-style-type: none"> ▪ the Starting Date stated herein; or ▪ 10 business days after the issue of approved plans by the Assessing Certifier; or ▪ 10 business days after the Owner has provided proof satisfactory to the Contractor of title to the Site, Site boundaries and financial capacity as required under Condition 6. / /	
4.	TOTAL CONSTRUCTION PERIOD Condition 13	NOTE TO CONTRACTOR: You must state here the allowances you have made for these delays, if there is a reasonable likelihood they will affect the time required to carry out the work. NOTE TO OWNER: The Contractor is not entitled to claim an extension of the Date for Practical Completion (Item 6) unless the number of days the Contractor is actually delayed is greater than those stated here for each allowance.	<div style="text-align: right;"><u>Calendar Days</u></div> A. Construction Period Days (excluding delays in B) Days required to construct the Works = <u> A </u> PLUS B. Delays allowed for which can be estimated ('calculable delays') (i) Non-working days (incl. w/ends, RDOs, public holidays, etc.) = _____ (ii) Inclement weather allowance = _____ (iii) Other delays = _____ Total delay days allowed = <u> B </u> C. TOTAL CONSTRUCTION PERIOD Days required to construct (Item 4A) <u> A + B </u> PLUS Total delay days allowed (Item 4B) _____
5.	DELAYS NOT ALLOWED FOR ('INCALCULABLE DELAYS') Conditions 13 and 14	NOTE: If you reasonably believe that a delay will happen but you cannot estimate the number of days, complete this item. An example of such a delay could be a delay in the delivery of imported materials or fittings which may affect the completion of the project..	State the reason for the likely delay: _____ _____ State the general effect the delay is likely to have on the carrying out of the work under this Contract: _____ _____
6.	DATE FOR PRACTICAL COMPLETION Conditions 13 and 14	NOTE: Complete only one of the options in the 'Particulars' column (i.e. date or number of days) and delete the other.	Date: / / OR calendar days calculated in Schedule Item 4 (Total Construction Period) from the Starting Date or the date on which the work under this contract is commenced, whichever is the earlier.

Item	Subject	Notes	Particulars
7.	PRICE Condition 16	<p>NOTE: For Prime Cost Items and Provisional Sums see Condition 16. A separate schedule for these items must be attached.</p> <p>WARNING: The Total Price is subject to change due to Conditions 7, 14, 16, 19, 20 & 22.</p>	<p>(a) Lump Sum Component: \$ _____ (incl. GST) (includes deposit in Item 9)</p> <p style="text-align: center;">+</p> <p>(b) Prime Cost Items (if any): \$ _____ (incl. GST)</p> <p style="text-align: center;">+</p> <p>(c) Provisional Sums (if any): \$ _____ (incl. GST)</p>
8.	TOTAL PRICE	Add 7(a) + 7(b) +7(c)	TOTAL PRICE: \$ _____ (incl. GST)
9.	DEPOSIT Condition 17	<p>NOTE: The deposit must not exceed 5% of the Total Price if the Total Price is \$20,000 or more, or 10% of the Total Price if the Total Price is less than \$20,000.</p>	Amount of deposit: \$ _____ (incl. GST)
10.	PROGRESS PAYMENTS Condition 17	<p>NOTE: The designated stages set out at this Item are appropriate for the construction of a new home.</p> <p>If the work to be done does not involve the construction of a new home, the agreed stages should be set out here and the progress payments must be directly related to work progress on Site. An explanation of the work to be completed in each of these stages must be attached.</p>	<p>For construction of a new home (all prices incl. GST):</p> <p>Base stage (excluding deposit) – 10% \$ _____</p> <p>Frame Stage – 15% \$ _____</p> <p>Enclosed Stage – 35% \$ _____</p> <p>Fixing Stage – 20% \$ _____</p> <p>Practical Completion – Balance \$ _____</p> <p style="text-align: center;">OR</p> <p>For building work other than a new home (e.g. renovation):</p> <p>Stage 1 : _____ % \$ _____</p> <p>Stage 2 : _____ % \$ _____</p> <p>Stage 3 : _____ % \$ _____</p> <p>Stage 4 : _____ % \$ _____</p> <p>Final Payment – Balance \$ _____</p>
<p>WARNING: Insurance protection under the Queensland Home Warranty Scheme administered by BSA may be reduced if payments are made in advance of contract terms and construction progress.</p>			
11.	AMOUNT TO BE DEPOSITED IN SECURITY ACCOUNT Condition 18	<p>NOTE: This Item is optional – it may be relevant when the Contract is not subject to loan approval.</p>	\$ _____
12.	LIQUIDATED DAMAGES Condition 19	<p>NOTE TO OWNER AND CONTRACTOR: You must discuss whether, or what, liquidated damages (LDs) apply to this project and insert either an amount per day or 'NIL' if LDs do not apply. If this space is left blank a default amount of \$50/day shall apply.</p>	<p>\$ _____ per day for each calendar day of delay in achieving Practical Completion.</p> <p>NOTE TO OWNER REGARDING LIQUIDATED DAMAGES (if applicable): It is very important that you carefully consider and complete this section. The liquidated damages amount should be a genuine pre-estimate of the costs/losses the Owner will incur (if any) in the event the work under this Contract is not completed by the Date for Practical Completion (including any extra rental and storage costs, lost rent for rental properties, finance costs, etc. directly related to the delay in reaching Practical Completion).</p>

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13.	INTEREST RATE ON OVERDUE PAYMENTS Condition 20		_____ % per annum The rate will not exceed the Commonwealth Bank of Australia Standard Variable Rate for home loans + 5%.
14.	LOAN APPROVAL Condition 2	WARNING TO OWNER: The Loan Approval Date is the date by which the Owner must obtain Loan Approval. Consult your Lender before inserting a date. Delays in providing evidence of your financial capacity may delay the start of your project or lead to termination of the Contract.	The Contract IS / IS NOT subject to Loan Approval. (Cross out whichever does not apply) Lender: _____ Lender's address: _____ Amount of Loan: \$ _____ Loan Approval Date: / /
15.	PARTY RESPONSIBLE FOR OBTAINING PLAN APPROVALS Condition 5		_____ (State whether the responsible party is Owner or Contractor)
16.	Party responsible for costs of extra excavations and foundations Condition 22	This relates to responsibility for extra excavations and foundations beyond what could reasonably be established from foundations data.	_____ (State whether the responsible party is Owner or Contractor)
17.	CONTRACT DOCUMENTS	NOTE: Any subsequent amendments or variations to this Contract must be recorded in a Variation Document (such as BSA Form 5) which then forms part of the Contract.	(a) PLANS supplied by: Contractor <input type="checkbox"/> Owner <input type="checkbox"/> on / / N/A <input type="checkbox"/> (b) SPECIFICATIONS supplied by: Contractor <input type="checkbox"/> Owner <input type="checkbox"/> on / / N/A <input type="checkbox"/> (c) PRIME COST ITEMS / PROVISIONAL SUMS Are Prime Cost Items included? YES <input type="checkbox"/> NO <input type="checkbox"/> Are Provisional Sums included? YES <input type="checkbox"/> NO <input type="checkbox"/> If YES, complete the Prime Cost Items or Provisional Sums Schedule/s. (d) FOUNDATIONS DATA supplied by: Contractor <input type="checkbox"/> Owner <input type="checkbox"/> on / / N/A <input type="checkbox"/> NOTE: Foundations Data must be obtained if the contracted work requires the construction or alteration of, or may adversely affect, footings or a concrete slab for a building. Unless appropriate and reliable Foundation Data already exists, the Contractor is required to obtain appropriate Foundations Data and provide a copy to the Owner upon payment of the costs incurred in obtaining the data.
18.	SIGNATURES	NOTE: The Contractor must give the Owner a signed copy of this Contract and all related documents within 5 business days of both parties signing and before work commences.	Dated this: day of 20..... Signed by the Owner/s: Owner 1: _____ Owner 2: (if any) _____ In the presence of: _____ (witness) Signed by the Contractor: _____ In the presence of: _____ (witness)