

BUILDERS CONTRACT

Location: _____ Date: _____

PARTIES TO THE CONTRACT:

Builder Name: _____

ABN (Australian Business Number): _____

Builder Address: _____

Contact Phone/Email: _____

Client Details:

Full Name: _____

Address: _____

Contact Phone/Email: _____

BUILDING PROJECT DETAILS:

Project Address: _____

Description of Work: _____

Contract Price (AUD): _____

Payment Terms: _____

Clause 1 – Contract Documents

The Contract Documents consist of this Builders Contract, specifications, drawings, schedules, and any written amendments agreed by both parties. These documents constitute the entire agreement between the Builder and the Client and supersede all prior negotiations and understandings.

Clause 2 – Scope of Work

The Builder shall carry out and complete the building works described in the Contract Documents in a proper and workmanlike manner and in accordance with all applicable Australian Standards, legislation, and regulations.

Clause 3 – Contract Price and Payment

The Client agrees to pay the Builder the Contract Price as specified in this Contract, subject to any variations agreed in writing. Payment shall be made in accordance with the Payment Terms and Schedule. All payments are inclusive of GST unless otherwise stated.

Clause 4 – Variations

Any changes to the scope of work or Contract Price must be documented in a Variation Order signed by both parties prior to commencement of the variation works. The Builder shall not be obliged to carry out any variation without such written agreement.

Clause 5 – Time for Completion

The Builder shall commence and complete the works within the timeframes set out in the Contract Documents or as otherwise agreed. The Builder shall notify the Client promptly of any delays or events that may affect the completion date.

Clause 6 – Site Access and Conditions

The Client shall provide the Builder with reasonable access to the site and ensure the site is safe and suitable for the works. The Builder is not responsible for delays or additional costs arising from site conditions beyond the Builder's control.

Clause 7 – Insurances

The Builder shall maintain appropriate insurances including public liability and workers compensation as required by Australian law throughout the term of this Contract. Evidence of such insurances shall be provided to the Client upon request.

Clause 8 – Defects Liability Period

The Builder warrants that the works will be free from defects for a period of 6 months from the date of practical completion. The Builder shall rectify any defects notified by the Client within a reasonable time and at no additional cost.

Clause 9 – Warranties

The Builder warrants that all materials supplied shall be new and that the works shall comply with all relevant laws, codes, and standards. To the extent permitted by law, other warranties, whether express or implied, are excluded.

Clause 10 – Termination

Either party may terminate this Contract by written notice if the other party breaches a material term and fails to remedy such breach within 14 days of notice. On termination, the Client shall pay for all completed work and materials supplied up to the date of termination.

Clause 11 – Dispute Resolution

Any dispute arising out of or in connection with this Contract shall first be attempted to be resolved by negotiation between the parties. If unresolved, the dispute shall be referred to mediation before commencing any legal proceedings.

Clause 12 – Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Australia and the State or Territory in which the building work is performed.

Clause 13 – Notices

All notices under this Contract shall be in writing and delivered by hand, post, or email to the addresses specified in this Contract or as otherwise notified in writing.

Clause 14 – Entire Agreement

This Contract constitutes the entire agreement between the parties and supersedes all prior agreements, representations, and understandings relating to its subject matter.

Clause 15 – Severability

If any provision of this Contract is found to be invalid or unenforceable, that provision shall be severed and the remainder of the Contract shall continue in full force and effect.

Clause 16 – Liability

To the extent permitted by law, the Builder's liability for any loss or damage arising under or in connection with this Contract is limited to the Contract Price. Neither party shall be liable for indirect or consequential loss.

Clause 17 – Safety

The Builder shall ensure compliance with all applicable workplace health and safety laws and regulations during the

performance of the works.

Clause 18 – Subcontractors

The Builder may engage subcontractors to perform part or all of the works but remains responsible for their acts and omissions as if performed by the Builder.

Clause 19 – Client’s Obligations

The Client shall provide all necessary approvals, permits, and information to allow the Builder to carry out the works in a timely manner.

Clause 20 – Signatures

This Contract may be executed in counterparts, each of which shall be deemed an original and all of which together constitute one instrument.

BUILDER'S SIGNATURE

CLIENT'S SIGNATURE

Signature: _____

Signature: _____

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