

# BUILDING CONTRACT - NEW SOUTH WALES

Project Location: \_\_\_\_\_ Contract Number: \_\_\_\_\_

## Parties:

Owner (Principal): \_\_\_\_\_

Builder (Contractor): \_\_\_\_\_

## Contract Details:

Contract Price: \_\_\_\_\_ AUD

Deposit: \_\_\_\_\_ AUD

Balance: \_\_\_\_\_ AUD

Contract Period: \_\_\_\_\_

## Scope of Work:

The Builder agrees to construct the building works, including all materials, labour, and services, in accordance with the plans, specifications, and conditions set out in this Contract and all applicable Australian Standards and NSW Building Codes. The Owner acknowledges that any variations must be agreed in writing and may affect the Contract Price and Contract Period.

## Contract Documents:

This Contract comprises: (a) this building contract document; (b) plans and specifications; (c) any schedules and annexures; (d) the Home Building Compensation Fund certificate (if applicable); and (e) any other documents expressly referred to herein.

## Payment Terms:

Payments shall be made in accordance with the payment schedule set out in the Contract, which complies with the Home Building Act 1989 (NSW). The Owner shall pay the Builder the Contract Price less any deposit and earlier progress payments. Progress payments are due upon completion of each stage as specified and shall be invoiced with appropriate supporting documentation.

## Variations:

Any variations to the Contract must be in writing and signed by both Parties. Variations may impact the Contract Price and/or Contract Period. The Builder shall not be obliged to proceed with any variation until agreed in writing by the Owner.

## Delays and Extensions of Time:

The Builder is entitled to an extension of time for any delay caused by events beyond the Builder's control, including but not limited to weather, variations, industrial disputes, or acts of God. Any claim for extension must be notified promptly and substantiated.

## Defects Liability Period:

The Builder warrants that the works will be free from defects for a period of 12 months from practical completion. The Owner shall notify the Builder in writing of any defects within this period, and the Builder shall rectify such defects within a reasonable time.

**Insurance:**

The Builder shall maintain construction insurance in accordance with NSW regulations, including Home Building Compensation cover where applicable. The Owner is advised to maintain appropriate insurance for their interests.

**Termination:**

This Contract may be terminated by either Party where there is a substantial breach of Contract terms, subject to providing written notice and an opportunity to remedy the breach within a reasonable timeframe. Termination does not affect accrued rights or liabilities.

**Dispute Resolution:**

In the event of a dispute arising under this Contract, the Parties agree to attempt resolution by negotiation, mediation, or other alternative dispute resolution methods before initiating legal proceedings.

**Governing Law:**

This Contract is governed by and construed in accordance with the laws of New South Wales, Australia. The Parties submit to the non-exclusive jurisdiction of the courts of New South Wales.

**Miscellaneous:**

This Contract, including all schedules and annexures, constitutes the entire agreement between the Parties and supersedes all prior negotiations and understandings. Amendments must be in writing and signed by both Parties. If any provision is invalid or unenforceable, the remainder of the Contract remains in full force and effect.

**OWNER'S SIGNATURE**

**BUILDER'S SIGNATURE**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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