



PRELIMINARY WORKS AGREEMENT

Date

Parties

Name: _____

Address: _____

Email Address: _____

Contact Number: _____

Hereinafter referred to as **Owner**

AND

_____ ACN: _____

QBCC LICENSE No: _____

Email Address: _____

Contact Number: _____

Hereinafter referred to as **Contractor**

The Owner and the Contractor are individually referred to as a **Party** and collectively referred to as, the **Parties**

Works

For preliminary works at:

Site Address: _____

Lot No: _____

On RP: _____

Hereinafter referred to as the **Site** for the _____ (**Project**).

Background

The Owner requires certain preliminary works as is more fully particularised in clause 2 below (**Preliminary Works**) to be undertaken at the Site for the Project.

The Contractor is willing and able to undertake the Preliminary Works for the Owner for the Project.

The Parties wish to enter into this preliminary works agreement (**Agreement**).

NOW it is hereby agreed as follows:

1. The Owner has requested the Contractor to carry out certain Preliminary Works for the Owner in connection with the Project at the Site.
2. The Owner authorises and requests the Contractor to undertake the following Preliminary Works for the Project:

No.	SCOPE OF WORK	PRICE (\$)
1.		
2.		
3.		
	Total Price, GST inclusive (TOTAL PRICE)	

3. The Owner agrees to pay the Contractor the Total Price in accordance with Appendix 1.
4. For the removal of doubt, the Owner acknowledges and agrees that any deliverable(s) will not be provided by the Contractor unless the Owner makes prior payment of the Total Price in full.
5. The Contractor and all persons so authorised by the Contractor shall be granted timely access to the Site for the purposes of undertaking the Preliminary Works.
6. If the Parties execute a building contract (**Building Contract**) for the Project:
 - a. those monies paid pursuant to this Agreement, that are specifically identified in Appendix 1, will be credited against the contract price of the Building Contract; and
 - b. this Agreement shall automatically terminate.
7. The Owner warrants and agrees that the property and ownership and the copyright of all plans, foundations data, sketches and designs prepared by the Contractor in accordance with this Agreement shall remain the property and in the ownership of the Contractor at all times. Nothing in this Agreement shall give a license or otherwise to the Owner to use any plans, sketches, or designs prepared by the Contractor unless provided and agreed to in writing by the Contractor.
8. The scope of works under clause 2 of this Agreement may be varied by the Contractor provided:
 - a. the Contractor gives the Owner a notice describing the variation, which notice must set out the cost of the variation and when payment is to be made; and
 - b. the variation notice is signed by both Parties.
9. This Agreement is governed by, and must be interpreted in accordance with the laws of Queensland.
10. This Agreement constitutes the entire understanding and agreement between the Parties as to the performance of the Preliminary Works pursuant to this Agreement and supersedes any prior representations or agreements by the parties affecting the Preliminary Works.
11. The terms and conditions of this Agreement can be modified or amended only by written agreement of the Parties.
12. The Contractor may terminate this Agreement for convenience, without cause, by giving written notice to the Owner. The Contractor shall not be liable for any loss of damage whatsoever arising from such termination.

13. By executing a copy of this Agreement, both parties agree to be bound by this Agreement.

Execution Page

Executed _____ by)
_____ **ACN**)
_____ in)
accordance with section 127 of the
Corporations Act 2001

Director

Director/Secretary

Name (please print)

Name (please print)

Signed, sealed and delivered by)
_____ in the)
presence of)

Witness

Signature

Witness name (please print)

APPENDIX 1

For the purpose of clause 6 (a) of the Agreement, if the Parties enter into the contemplated Building Contract, the sum of _____ paid pursuant to this Agreement, shall be credited against the contract price of the Building Contract.