



SPECIAL CONDITIONS: PART A

The following Special Conditions are made in addition to or in amendment of the General Conditions of the Residential Building Contract - Level 2 (General Conditions):

1. In clause 1 of the General Conditions:

(a) Add a new Definition as follows:

Significant Price Increase means any increase in the cost of Building Product, materials, parts or consumables or remuneration of trades required for the Works under the Contract, through no fault of the Contractor, equal to or exceeding 5% experienced by the Contractor and evidenced through quotes, documents, financial records, invoices or receipts from the Contractor's suppliers or subcontractors from the date of this Contract.

2. In clause 16.3 add the following words at the end of the clause:

The Parties agree that the **Owner's** right to request inspection of the **Works** can only be exercised once in a 30-day period. If the **Owner** requests an inspection of the **Works** more than once in a 30-day period, the **Contractor** may, without reason, decline to grant the **Owner's** request to inspect the **Works**.

3. In clause 16.4 add the following words at the end of the clause:

If the **Owner** does not provide satisfactory evidence of title as required by this clause, the **Owner** shall be in **Substantial Breach** of the Contract, and without prejudice to any other rights the **Contractor** may have, the Contractor may terminate this **Contract** by giving written notice of termination of the Contract to the Owner. If the **Contractor** terminates this **Contract** pursuant to this clause, the **Contractor's** rights shall be the same as if the **Contractor** had terminated the **Contract** in accordance with clause 27.2.

4. Delete clause 18.10 in its entirety.

5. In clause 19 of the General Conditions:

(a) In clause 19.1 b) add the numbers "24.10" in between the word "Clause" and number "9.2"

(b) Insert a new subclause 19.1 o) as follows:

any event beyond the Contractor's control such as any epidemic or pandemic event, shut downs, lock downs or other restrictions ordered by any authority.

(c) Delete subclause 19.2 in its entirety and replace with the following:

If, at any time prior to the **Works** reaching **Practical Completion**, the **Contractor** believes the progress of the **Works** was or will be delayed as a result of a cause set out in Clause 19.1 then the **Contractor** must as soon as reasonably practical after becoming aware of the delay give the **Owner** a

written claim for a reasonable extension of the **Date for Practical Completion** that sets out the cause and consequence of the delay.

(d) Amend subclause 19.4 as follows:

deleting the words “Within ten (10) **Business Days**” and replacing them with the following words “Within five (5) **Business Days**.”

(e) Insert new subclause 19.4B as follows:

The **Owner** must not unreasonably refuse to approve the **Contractor's** claim for an extension of time for the **Date for Practical Completion**.

(f) Delete subclause 19.6 in its entirety and replace with the following:

If the **Owner**:

- a. fails to give written notice in accordance with Clause 19.4 above, then the **Contractor's** claim for an extension of the **Date for Practical Completion** will be deemed to be agreed by the **Owner**; or
- b. gives a written notice in accordance with Clause 19.4 and rejects whole or any part of the **Contractor's** claim for an extension of the **Date for Practical Completion**, then the dispute arising as a result is to be resolved in accordance with Clause 32.

(g) Insert new subclause 19.7 as follows:

Nothing in this clause 19.2 shall limit or prevent the **Contractor** from claiming more than one extension of time if a particular claimable delay has more than one effect on the carrying out of the **Works**.

6. In clause 20 of the General Conditions:

(a) Amend subclause 20.1 as follows:

by deleting the words “causes set out in subparagraphs (a) to (i) (inclusive) and (n) of Clause 19.1...” and replacing them with the following words “causes set out in Clause 19.1.”

7. In clause 21 of the General Conditions:

(a) Amend subclause 21.2 as follows:

by deleting the words “twenty (20) **Business Days**” in the last sentence and replacing them with the following words, “five (5) **Business Days**.”

(b) Amend subclause 21.3 as follows:

by deleting the words “ten (10) **Business Days**” in the first sentence and replacing them with the following words, “twenty (20) **Business Days**.”

8. Delete clause 22.1 in its entirety and replace with the following:

The **Contractor**, may by notice to the **Owner** suspend the carrying out of the **Works** if:

- a) the **Owner** does not pay a **Progress Claim** or any other amount due as required by **Contract**;
- b) the **Owner** does not give the **Contractor** evidence, satisfactory to the **Contractor**, of the **Owner's** capacity to pay the balance of the Contract Price when requested by the **Contractor** pursuant to clause 13;
- c) enters the **Site** in breach of this Contract;
- d) the **Contractor** gives a notice under clause 9.1 of the **Contract** and the **Owner** fails to agree to a variation in writing within five (5) **Business Days** after receiving the **Variation Document**;
- e) if the **Owner** objects to the **Contractor's** selection of a **Prime Cost Item** under clause 8.3 or if the **Owner** does not provide notice of an alternative item in accordance with clause 8.2;
- f) either party refers a dispute or difference to the **Tribunal**, the **Commission** or a **Court**;
- g) the **Owner** unreasonably refuses to approve the **Contractor's** extension of time claim under clause 19; or
- h) the **Owner** is otherwise in **Substantial Breach** of this **Contract**.

9. Delete clause 22.2 in its entirety.

10. In clause 24 of the General Conditions:

Insert new subclause 24.10 as follows:

Cost escalation

- a. If during the performance of this **Contract**, the **Contractor** is subject to a **Significant Price Increase**, the Parties expressly agree that the **Contract Price** shall be equitably adjusted taking into account the **Significant Price Increase**.
- b. Where there is a **Significant Price Increase**, the **Contractor** will, as soon as practicable after becoming aware of the **Significant Price Increase**, provide the Owner with a **Variation Document**.
- c. A **Variation Document** under this Clause 24.10 must:
 - i. specify the **Building Product**, materials, parts or consumables or remuneration of trades required for the **Works** under the **Contract** that have been subject to a **Significant Price Increase**;
 - ii. attach or contain evidence of the relevant **Significant Price Increase**; and

- iii. set out the corresponding increase to the **Contract Price**.
- d. Upon receipt of the **Variation Document** pursuant to clause 24.10 (c), the **Owner** must give the **Contractor** a written notice agreeing to the **Variation** within five (5) **Business Days** of receiving the **Variation Document**.
- e. If the **Owner** does not provide the **Contractor** with written notice as required by clause 24.10 (d) the Contractor, may on notice to the **Owner** and without prejudice to any other rights it may have, suspend the **Works**.
- f. Any dispute arising out of this clause shall be dealt with in accordance with clause 32.

11. Amend clause 25.3 as follows:

In the first sentence, delete the words, "fifteen (15)" and replace with the words, "thirty (30)."

12. Amend clause 26.5 by adding the following words at the end of the sentence:

The **Contractor** shall also be entitled to claim the cost of materials or **Building Products** ordered for the **Works** which the **Contractor** cannot cancel or return but only of if such **Building Products** or materials become the property of the **Owner** upon payment.

The Parties agree that the **Owner** shall not be entitled to any other claim, including any claim for loss of profits, costs, losses, damages or expenses suffered or incurred.

13. In clause 27 of the General Conditions:

- (a) Amend clause 27.1 b) as follows:

Add the numbers "24.10 (d)" between the word "Clause" and the number "9.2"

- (b) Amend clause 27.1 (e) as follows:

Add the following words after the last word "Contract":

or fails to agree to a claim for an extension of the **Date of Practical Completion** under Clause 19.

- (c) Delete clause 27.3 in its entirety.