



Simple Works Agreement

for building projects not exceeding \$3,300

Schedule 1 PROJECT DETAILS

Item 1 Project Description

Item 2 Site Address

Item 3 Contractor

Name(s): _____
QBCC Licence No: _____
Address: _____
Phone: _____
Email: _____

Item 4 Owner

Name(s): _____
Address: _____
Phone: _____
Email: _____

Item 5 Dates

Commencement Date: On or before _____
Completion Date: _____

Item 6 Price & Payment

Total Contract Price (incl. GST): \$ _____
Deposit (max 20%): \$ _____
Progress Payment (if any): \$ _____ Due at: _____
Final Payment: \$ _____ Due at: Completion of the Works

Executed as an Agreement

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

Director

Director/Secretary

Name (please print)

Name (please print)

Executed by _____)
ACN _____ in accordance)
with section 127 of the Corporations Act 2001)
by its attorney _____ under)
power of attorney no)
_____ in the presence of:

Witness

By executing this deed, the attorney states that
the attorney has received no notice of revocation
of the power of attorney.

Name (please print)

Signed, sealed and delivered by)
_____ Under power of)
attorney no _____ dated)
_____ in the presence of:

Witness

By executing this deed, the attorney states that
the attorney has received no notice of revocation
of the power of attorney.

Name (please print)

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

Witness

Name (please print)

Name (please print)

1. Definitions and interpretations

1.1 Definitions

Agreement means this Simple Works Agreement, including any schedules, annexures, and variations agreed in writing.

Business Day means a day other than a Saturday, Sunday or public holiday in Brisbane.

Commencement Date means the date specified in Item 5 of Schedule 1 on or before which the Contractor must commence the Works.

Completion Date means the date specified in Item 5 of Schedule 1 by which the Contractor must complete the Works.

Contractor means the party identified as such in Item 3 of Schedule 1.

Claim means in relation to any person (including a party to this Agreement), a claim, action, proceeding, damage, loss, cost, expense or liability incurred by or to or made or recovered by or against the person, however arising and whether present, unascertained, immediate, future or contingent.

Date of Completion means the actual date the Works are completed in accordance with this Agreement.

GST has the meaning given to that term in the GST Act.

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* and regulations made under that Act.

House and Contents Insurance means an insurance policy held by the Owner that provides coverage against loss or damage to the residential building located at the Site and its contents, including fixtures, fittings, and personal property, arising from insured events such as fire, theft, storm, or accidental damage.

Notice Address means in relation to a Party, the address set out for that Party in Schedule 1 or such other address notified in writing by that Party to the other Party from time to time for the purpose of receiving notices under this Agreement.

Obligation means any legal, equitable, contractual, statutory or other obligation, agreement, covenant, commitment, duty, undertaking or liability.

Owner means the person or persons identified in Item 4 of Schedule 1.

Party means either the Contractor or the Owner as the context requires, and Parties means both of them.

Project means the activity identified in Item 1 of the Schedule.

Right includes a legal, equitable, contractual, statutory or other right, power, authority, benefit, privilege, remedy, discretion or cause of action.

Schedule means the schedule to this Agreement.

Site means the address at which the Works are to be performed, as described in Item 2 of Schedule 1.

Total Price means the total amount payable to the Contractor for the Works as set out in Item 6 of Schedule 1, inclusive of GST.

Variation means a change to the scope, timing, or cost of the Works agreed between the parties in accordance with clause 3.

Works means the works required to complete the Project and any variations agreed in accordance with this Agreement.

Works and Public Liability Insurance means:

- (a) public liability insurance covering liability to third parties for death, personal injury and property damage arising out of or in connection with the performance of the Works, with a minimum coverage of \$5,000,000 (or such other amount as agreed between the Parties); and
- (b) contract works insurance covering physical loss or damage to the Works during the performance of this Agreement.

1.2 Interpretation

In the interpretation of this Agreement, unless the context or subject matter otherwise require:

- (a) singular includes plural and vice versa;
- (b) references to months mean calendar months;
- (c) headings and the table of contents are used for convenience only and are to be disregarded in the interpretation of this Agreement;
- (d) a reference to a party includes that party's executors, administrators, substitutes, successors and permitted assigns.

2. Delivery of Works

- (a) The Contractor agrees to carry out the Works:
 - (i) in accordance with the terms of this Agreement and all applicable legislation and standards;
 - (ii) with due skill, care and diligence as would reasonably be expected of a competent contractor;
 - (iii) using new materials that are fit for the purpose and of merchantable quality, unless otherwise agreed in writing;
 - (iv) to ensure practical completion of the Works by the Completion Date.
- (b) The Contractor warrants that any documentation it provides in relation to the Works, including drawings or specifications, will be prepared with due professional care.
- (c) The Contractor disclaims responsibility for the accuracy or completeness of any documentation supplied by the Owner or any third party.
- (d) Unless stated otherwise, the Contractor is responsible for the provision, at its own cost, of all resources necessary to complete the Works, including labour, equipment, tools, materials, services and approvals.

3. Variations

A Variation will not be binding unless both parties have signed a written variation notice agreeing to the Variation and the Contractor has written estimate of costs and time effects.

4. Site Responsibilities

- (a) The Contractor must implement and maintain appropriate site safety measures and must comply with all occupational health and safety obligations imposed by law, including the *Work Health and Safety Act 2011 (Qld)*. For the purpose of that Act, the Contractor is the Principal Contractor.
- (b) The Contractor must obtain, and keep current, all building approvals, permits, or consents necessary for the lawful

performance of the Works, unless the parties expressly agree otherwise.

- (c) The Contractor is responsible for the custody and care of the Works and the Site from the Commencement Date until the Date of Completion and must promptly rectify, at its own cost, any damage to the Site or Works caused by the Contractor, its employees, or subcontractors.
- (d) The Owner must provide the Contractor with timely and sufficient access to the Site to enable the Contractor to carry out the Works without delay.

5. Payment

The Owner must pay the Contractor the Total Price in accordance with the payment schedule set out in Item 6 of Schedule 1. The Contractor may suspend the Works if payment has not been received by the due date, provided that written notice is given to the Owner.

6. Insurance Obligations

- (a) The Contractor must, at its own expense, maintain:
 - (i) insurances required by the Workers' Compensation and Rehabilitation Act 2003 (Qld); and
 - (ii) Works and Public Liability Insurance for the duration of the Works, issued by a reputable insurer on standard commercial terms.
- (b) Where the Works relate to an existing structure, the Owner must maintain insurance for that structure and its contents, including House and Contents Insurance, for the duration of the Works.
- (c) Each party must provide the other with evidence of insurance upon request.

7. Defects Liability

- (a) The Contractor must, at no additional cost to the Owner, rectify any defects or omissions in the Works which become apparent within 6 months following the Date of Completion.
- (b) The Owner must notify the Contractor in writing of any defect or omission within that 6 month period and grant the

- Contractor access to the Site to allow rectification.
- (c) The Contractor must remedy the notified defect or omission within 28 days of receiving written notice from the Owner, or within such other period agreed in writing by the parties.
- (d) This clause operates in addition to, and does not limit, any statutory warranties or other obligations of the Contractor arising under this Agreement or applicable legislation such as the *Queensland Building and Construction Commission Act 1991 (Qld)*.

8. Termination

- (a) This Agreement may be terminated by written agreement of both parties.
- (b) A Party may terminate this Agreement by written notice to the other Party if:
- (i) the other Party breaches this Agreement and fails to remedy the breach within 14 days of receiving written notice; or
 - (ii) the breach is incapable of remedy, in which case termination may occur immediately by written notice.
- (c) Termination of this Agreement:
- (i) does not affect the right of the Contractor to payment for any portions of the Works until Completion.
 - (ii) is without prejudice to any of the rights of the terminating party in respect of an Event of Default by the defaulting party; and
 - (iii) does not affect any Right or Claim in respect of this Agreement of any party which arises before termination.

9. Disputes

- (a) If an issue or dispute arises under or in connection with this Agreement and neither party has a right to terminate or rescind the Agreement on the grounds of such issue or dispute, the parties agree that it will be dealt with under the terms of this clause.

- (b) Notwithstanding the existence of any issue or dispute the parties must continue to perform their obligations under this Agreement.
- (c) Each party is responsible for its own costs relating to the resolution of a dispute under this clause.
- (d) If the Dispute remains unresolved after reasonable attempts at informal resolution, the parties may refer the matter to the QBCC, for mediation (if both parties agree), or to the Queensland Civil and Administrative Tribunal (**QCAT**) for determination.

10. General Provisions

10.1 Notices

Any notice or other communication in connection with this Agreement must be in writing addressed to the Notice Address of the other Party and the notice or other communication will be deemed to be received:

- (a) in the case of a posted letter on the third day after posting;
- (b) in the case of delivery by generally recognised overnight courier, on the second day after dispatch with that courier; and
- (c) in the case of personal delivery on the date of delivery.

10.2 Costs

Each party shall pay and bear its own costs of and incidental to the preparation, negotiation and execution of this Agreement and shall pay all stamp duty costs associated with this Agreement.

10.3 No Adverse Construction

No rule of construction applies to the disadvantage of a party on the basis that they put forward this Agreement or any part of it.

10.4 Assignment

The Contractor may assign or otherwise deal with this Agreement or any Right under this Agreement without the prior written consent of the Owner.

10.5 Waiver

The non-exercise of or delay in exercising a Right of a party shall not operate as a waiver of that Right, nor does a single exercise of a Right preclude another exercise of it or the exercise

of other Rights. A Right may only be waived by Notice, signed by the party (or its Authorised Representative) to be bound by the waiver.

10.6 Governing law and jurisdiction

This Agreement is governed by the laws of Queensland and each party by execution of this Agreement irrevocably, generally and unconditionally submits to the non-exclusive jurisdiction of any court specified in this provision in relation to both itself and its property.

10.7 Counterparts

- (a) This Agreement may be signed or executed in a number of counterparts, with the same effect as if the signatures to or execution of each counterpart were on the same instrument.
- (b) The parties agree that each shall be bound to this Agreement when each party has signed a copy of the document and tendered it or sent it by electronic mail to the other parties. In the event that this Agreement is executed in this manner, any party may require after execution that the other parties sign an original copy of the document and deliver it to the first mentioned party.

10.8 Severability

If a provision of this Agreement is invalid or unenforceable in a jurisdiction:

- (a) it is read down or severed in that jurisdiction to the extent of the invalidity or unenforceability; and
- (b) it does not affect the validity or enforceability of:
 - (i) that provision in another jurisdiction; or
 - (ii) the remaining provisions.