

# JOINERY CONTRACT FOR WORK BETWEEN \$1,000 AND \$10,000



**CONTRACTOR NAME:**

**ADDRESS:**

**DATE:**

**CONTRACT PRICE:**

***WARNING:** The Price/Contract Price may change. In accordance with the Conditions of Contract, the reasons for possible increases in the Price/Contract Price include:*

\_\_\_\_\_

**Please read all attached information and terms.**

**Note:** This Contract is to be used where the total value of the Contract is between \$1,000 and \$10,000 (including any applicable GST amount). It must not be used where the value of the Work is over \$10,000.

**Warning + Note to Owner: Please read clause 10 of Part B on asbestos**



Do not sign this Contract unless you have read and understand the clauses as well as the notes and explanations contained in the Contract and this document.

Both the Contractor and the Owner should retain an identical signed copy of this Contract including the drawings, specifications and other attached documents. Make sure that you initial all attached documents and any amendments or deletions to the Contract.

## PART A: CONTRACT DETAILS



### 1. THE OWNER:

Name(s):		
Address:		
Suburb:	State:	Postcode:
Phone:	Mobile:	
Fax:	Email:	

### 2. THE CONTRACTOR:

Name(s):		
Qualified Supervisor: <i>(if applicable)</i>		
Address:		
Suburb:	State:	Postcode:
Business Address: <i>(if different from address on licence)</i>		
Suburb:	State:	Postcode:
Phone:	Mobile:	
Fax:	Email:	
ABN/ACN:		
Licence No:	Licence Expiry Date:	
Licence Category:		

### 3. CONTRACT PRICE (Amount in Words)

Price (excluding GST): This Price May Change. The Price will increase to cover GST.
GST on price:
Contract Price (including GST):

**WARNING:** The Price/Contract Price may change. In accordance [REDACTED]

**4. SITE DETAILS (Where Work is to be done)**

Address:		
Suburb:	State:	Postcode:

**5. DESCRIPTION OF WORK/MATERIALS including Product(s) (this must be completed)**

**NOTE:** All documents that [REDACTED]

**6. PRIME COST OR PROVISIONAL SUM ITEMS**

Prime cost or Provisional Sum Items are either:  
Items that you are to select after this Contract is signed or items or Work for which we are unable to give a definite price at the time of signing the Contract.

Description of items or Work to be done:	Quantity	Prime Cost/ Provisional Sum Item allowance including GST
		\$
		\$
		\$
		\$
		\$
		\$
		\$
<b>Total:</b> (If space is insufficient, attach a sheet referring to this schedule)		\$

**7. RECORD OF ADJUSTMENTS AND VARIATIONS**

This is not part of the Contract Price stated in Contract on pages 1 and 2 (Part A Clause 3)

**ADJUSTMENTS (If Any)**

(Prime Cost and Provisional Sum Items - Part A Clause 6 page 3 and Part B Clause 11 page 7)

ITEMS	CLAUSE 6	SUM ALLOWED	ACTUAL SUM	ADJUSTMENT (+ OR - AMOUNT)
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
<b>TOTAL:</b>				\$

**8. VARIATIONS (Part B Clause 8 page 6 and page 7)**

DATE AGREED	BRIEF DETAILS	ADDITIONAL OR DELETED COST (+ OR - AMOUNT)
1		\$
2		\$
3		\$
4		\$
5		\$
6		\$
<b>TOTAL:</b>		\$

**9. PROGRESS TIMELINE SCHEDULE**

a.	Check Measure Date (Part B Clause 5 page 6)	
b.	Commencement Date	
c.	Date(s) for delivery of Product(s) (" <b>delivery stage</b> ") (Part B Clause 4 page 6):	
d.	Installation Date	
e.	Completion Date	

**NOTE:** Dates specified in the Progress [REDACTED]

**10. PAYMENT SCHEDULE (Amounts in Words)**

a.	Deposit	████████████████████		\$
b.	1 <sup>st</sup> Progress Payment	████████████████████ ██████████	%	\$
c.	2 <sup>nd</sup> Progress Payment	████████████████████	%	\$
d.	Final Payment	████████████████████	%	\$

**NOTE:** The description for each progress payment describes what Work will be completed or what costs will be incurred.

**11. ACCEPTANCE OF CONTRACT**

This Contract is made between the Owner and the Contractor.

Part A: Contract Details and Part B: Conditions of Contract form part of this Contract.

In accepting the terms and conditions of this Contract, the Owner acknowledges that they have read and understood the Contract.

<b>Owner(s) Signature:</b>	
<b>Date:</b>	

<b>Owner(s) Signature:</b>	
<b>Date:</b>	

<b>Contractor Signature:</b>	
<b>Date:</b>	

<b>Contractor Signature:</b>	
<b>Date:</b>	



# PART B: CONDITIONS OF CONTRACT

## 1. CONTRACTOR'S MAIN OBLIGATIONS

[REDACTED]

## 2. PAYMENT

The Contract Price includes all matters (including GST) that could be reasonably expected to be necessary for the completion of the Work.

[REDACTED]

## 3. OWNER'S JOINT AND SEVERAL LIABILITY

If there is more than one Owner, the obligations in this Contract apply to each Owner individually and to all Owners collectively. This clause 3 of Part B survives any termination of this Contract.

## 4. ACCESS TO THE SITE

The Owner must give the Contractor uninterrupted access to the Site to check measure or for installation or any other purpose to complete the contracted Work. The Owner must provide access for the Contractor and any employee or subcontractor of the Contractor to carry out the Work as required during Work hours allowed by relevant statutory authorities. The Owner must remove any personal property likely to impede the Work.

[REDACTED]

## 5. CHECK MEASURING

The Contractor will attend the Site and perform the check measure on or before the check measure date (as defined in Clause 9 of Part A).

The Contractor may make minor modifications to the plans and specifications agreed to the checked measurements. The Contractor will notify the Owner of any modifications made.

Any additional Work necessary to comply with the modified plans and specifications is a Variation and Clause 8 of Part B applies.

## 6. OUR RIGHT TO FIX

The Contractor must make good any loss or damage to the Work or property of the Owner caused by the Contractor or the Contractor's employees, agents or subcontractors. The Owner must remove any furniture or personal goods from the vicinity of the Work to minimise the risk of damage.

(a) If at any time the Owner claims the Product is defective, they must notify the Contractor in writing, as soon as possible.

(b) If the Owner fails to notify the Contractor of a claim within a reasonable time of becoming aware of an alleged defect, the Contractor will not be responsible for any damage that results from the Owners delay in notification.

## 7. DELAYS

[REDACTED]

## 8. PLANS & VARIATIONS

The Work including materials may be varied by written agreement between the Owner and the Contractor.

The Contractor may claim payment for a Variation as soon as the Variation is completed.

(a) [REDACTED]

[REDACTED]

**9. UNFORESEEN CIRCUMSTANCES**

To the extent permitted under law, the Contractor will not be responsible or liable for Work arising from factors beyond its control, unforeseen problems or which is outside the initial scope outlined in Part A.

If any such additional Work is required, the Contractor may request a Variation. Unless otherwise agreed, any such additional Work required will be charged at the actual cost to the Contractor (plus GST) and plus 15%.

[REDACTED]

**10. ASBESTOS**

[REDACTED]

Any asbestos will be managed and controlled in accordance with Victorian Government’s policies and codes of practice, refer to <https://www.worksafe.vic.gov.au/resources/compliance-code-managing-asbestos-workplaces> and <http://www.asbestos.vic.gov.au/> and any other applicable legislation that governs and regulates the safe removal of asbestos.

**11. PRIME COST AND PROVISIONAL SUM ITEMS**

Except as otherwise agreed between the Owner and the Contractor in this Contract, the Contractor is not responsible for the supply or installation of any appliances or connection to any services.

Unless the Owner and the Contractor agree otherwise, such work shall be listed as prime cost or Provisional Sum Items and shall be listed in Clause 6 of Part A with an estimate of cost.

Where the actual cost of supplying the item and/or providing such work is less than the prime cost or Provisional Sum Item allowance set out in Clause 6 of Part A, the Contract Price will be reduced by an amount equal to the difference.

Where the actual cost of supplying the item, or providing such work is more than the prime cost or Provisional Sum Item allowance set out in Clause 6 of Part A, the difference (plus GST) and plus a 15% surcharge will be added to the Contact Price.

[REDACTED]

**12. SECURITY INTEREST**

The legal title in the Product does not pass to the Owner until all amounts payable under this Contract have been paid in full.

The Owner grants to the Contractor a security interest (and where applicable, a purchase money security interest as that term is defined in the PPSA) in the Products (including all related proceeds) supplied under this Contract as security for all or part of the amount payable by the Owner to the Contractor under this Contract. The Owner authorises the Contractor to register a financing statement with respect to this security interest on the PPSR and agrees to provide any information to the Contractor necessary to register this security interest.

Until this security interest has been satisfied, in addition to any remedies available to the Contractor under Part 4 of the PPSA:  
(a) the Products must remain clearly identifiable from any other goods of the Owner;  
(b) If the Owner fails to make a due payment in accordance with this Contract, the Contractor may enter the Site and take reasonable action to remove the Product, without being liable to the Owner for any damage to the Site which may be caused by such removal;  
(c) The Owner irrevocably authorises, permits and allows the Contractor unrestricted access to the Site to retrieve the Product in accordance with this clause; and  
(d) The Owner may not sell or deal with the Products without the Contractor's prior written consent.

Notice requirements under sections 95, 118, 121(4), 130, 132 and 135 of the PPSA shall not apply and not place any obligations on the Contractor in favour of the Owner.

This clause 12 of Part B survives any termination of this Contract

**13. WARRANTY**

Contractor warrants that Work will be performed with due care and skill, the materials and workmanship of the Products shall be free from defects for a period of [ ]

[REDACTED]

**14. SUSPENSION**

[REDACTED]

**15. TERMINATION**

[REDACTED]

**16. EFFECT OF ENDING THIS CONTRACT**

[REDACTED]



[REDACTED]

[REDACTED]

[REDACTED]

**17. INSOLVENCY**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**18. RISK**

All Product and materials shall be at the Owner's risk once delivered to the Site.

**19. CHARGE OVER LAND**

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

**20. COPYRIGHT**

The Contractor owns the copyright in all plans, specifications and workshop drawings created by or on behalf of the Contractor.

If the Owner provides the Contractor with any sketch, plan or other document which infringes upon another person's copyright or moral right, the Owner will indemnify the Contractor, and keep the Contractor indemnified, against all claims and costs.

This clause 20 of Part B survives any termination of this Contract.

**21. DEFAULT INTEREST**

If the Owner fails to make any payment due under this Contract on time, the Contractor will charge the Owner interest on the unpaid amount at the interest rate payable on Victorian Supreme Court judgments as varied from time to time.

This clause 21 of Part B survives any termination of this Contract

**22. DEBT COLLECTING COST**

The Owner must reimburse the Contractor for any debt collection costs, in attempting to recover any overdue amount payable under this Contract.

This clause 22 of Part B survives any termination of this Contract.

**23. WHOLE AGREEMENT**

Subject to law, Part A: Contract Details and Part B: Conditions of Contract and the sketches, quotations, plans and the specifications, including any Variations to those plans and specifications:

- (a) comprise this Contract;
- (b) comprise the whole agreement between the Owner and the Contractor; and
- (c) supersede any prior negotiations, discussions or understandings between the Owner and the Contractor.

**24. PREVAILING DOCUMENTS**

In the event of any inconsistency or ambiguity as to the agreement between the Owner and the Contractor, the Conditions of Contract, the plans and the specifications have precedence in that order.

**25. SUBCONTRACTING**

The Contractor may sub-contract any obligations under this Contract. The Owner must not give instructions in relation to the Work to any subcontractors or workers on the Site.

**26. GST**

In this clause 26:

- (a) "GST Amount", "GST-exclusive Consideration", "Recipient", "Supply Party" and "Tax Invoice" have the meanings given in this clause 26; and
- (b) other terms used that are defined in the GST Act have the same meanings in this clause 26.

- For each supply made by a party ("Supply Party") under or in connection with this Contract on which GST is imposed:
- (c) the amount payable or to be provided for that supply under this Contract but for the application of this clause 26(c) ("GST-exclusive Consideration") will be increased by, and the recipient of the supply ("Recipient") must also pay to the Supply Party, an amount ("GST Amount") equal to the GST-exclusive Consideration multiplied by the prevailing rate of GST; and
  - (d) the GST Amount must be paid to the Supply Party by the Recipient without set off, deduction or requirement for demand, at the same time as the GST-exclusive Consideration is payable or to be provided,
- Subject to a valid tax invoice ("Tax Invoice") being provided in respect of the GST-exclusive Consideration.
- (e) the Supply Party must provide the Recipient with a Tax Invoice before the due date for payment of the supply.
  - (f) If and to the extent an adjustment event arises in respect of a supply made under or in connection with the Contract, then:
    - (i) if the Supply Party's corrected GST Amount is less than the previously attributed GST Amount, the Supply Party must refund the difference to the Recipient;
    - (ii) if the Supply Party's corrected GST Amount is greater than the previously attributed GST Amount, the Recipient must pay the difference to the Supply Party; and
    - (iii) the Supply Party must issue an adjustment note to the Recipient.

## 27. DISPUTES

In the event of a dispute arising between the Owner and the Contractor in relation to a matter covered by this Contract, the disputing party must notify the other party in writing of the items in dispute. Subject to and without limiting the *Domestic Building Contracts Act 1995 (Vic)* and the *Domestic Building Contracts Regulations 2017 (Vic)*, the Owner or the Contractor may seek to resolve the dispute by consulting with a mutually agreed third party mediator.

## 28. REMOVAL OF ITEMS

## 29. GIVING OF NOTICES

## 30. DEFINITIONS

Unless otherwise stated in this Contract:

- Attachment** means an attachment, schedule, or annexure to this document;
- Commencement Date** means the date specified as such in Clause 9 of Part A;
- Completion Date** means the date specified as such in Clause 9 of Part A;
- Conditions of Contract** means the terms and conditions in Part B: Conditions of Contract of this document;
- Contract** means Part A: Contract Details and Part B: Conditions of Contract of this document and any Attachments such as sketches, quotations, plans, specifications and Variations relating to this document;
- Contract Price** means the amount stated in Clause 3 of Part A, subject to any changes in accordance with the Conditions of Contract;
- Contractor** means the Contractor named in Clause 2 of Part A;
- Days** means calendar days;
- GST** has the meaning given in the GST Act;
- GST Act** means the *A New Tax System (Goods and Services Tax) Act 1999 (Cth)*;
- Owner** means the Owner named in Clause 1 of Part A;
- Provisional Sum Item** has the meaning given to that term in Clause 11 of Part B and includes a contingency sum and a prime cost item;
- Payment Schedule** means the schedule set out in Clause 10 of Part A;
- PPSA** means the *Personal Property Securities Act 2009*;
- PPSR** means the Personal Property Securities Register established under the PPSA;
- Product/s** means the cabinets, built-ins and/or other products described in Clause 5 of Part A and set out in the plans and specifications, including any Variations;
- Progress Schedule** means the schedule set out in Clause 9 of Part A;
- Site** means the premises described in Clause 4 of Part A where the Works are to be carried out for supply and install or where the Work is to be delivered if the Contract is supply & deliver;
- Unforeseen Circumstances** means any hidden problems which the Owner did not tell the Contractor about or are only revealed when installing the Product;
- Work/s** means any one/or more than one of the following: supply, manufacture, install, deliver (as specified in the Contract) and/or provision of other work in relation to the cabinets, built-ins and/or other Products described in Clause 5 of Part A and set out in the plans and specifications, including any Variations; and
- Variation** means any change in the Works or the method of carrying out the Works; and like words have the same meaning.

All monetary amounts are in Australian currency.

## 31. SEVERABILITY

Each provision of this Contract shall be read as separate and severable so that if any provision is held by a court of competent jurisdiction to be void or unenforceable for any reason, that provision will be severed from the Contract and the remainder of the Contract will be construed as if the severed provision had never existed.

**32. APPLICABLE LAW**

This Contract will be governed by, and construed in accordance with, the laws of Victoria.

**33. STATUTORY RIGHTS**

[Redacted text]

**34. LIMITATION OF LIABILITY**

[Redacted text]

## **ATTACHMENTS TO CONTRACT**

LIST ANY ATTACHMENTS HERE (including other documents, plans, specifications and designs)