



# BUILDING CONTRACT

***[Example: Renovations at 33 Espin  
Cres, Karori]***

It is mandatory to have a contract for Building Work over \$30,000, however, the Building Hub recommends a building contract for ALL building work.

## STOP!

### There are a few things you need to do before signing a building contract.

If the work is over \$30,000 (or close), then you must supply the client with your Disclosure Statement (Key information and a list of insurances and guarantees) and the Prescribed Checklist. We have included these in the front of the contract so there is no mistaking that this information has been supplied to you.

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## Prescribed Disclosure Information

Section 362D, Building Act 2004

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### INFORMATION ABOUT THE BUILDING CONTRACTOR

<b>Name of building contractor:</b> <i>(Full legal name)</i>	Ezrah James Sanders (Sanders and Co Developments LTD)
<b>Type of business:</b> <i>(e.g. Individual/Partnership/Limited Liability Company.)</i>	Limited Company
<b>Date partnership/company formed:</b> <i>(if applicable)</i>	2020
<b>Postal address:</b>	
<b>Telephone number:</b>	6421832444
<b>Email address:</b>	<a href="mailto:sandersandco.contact@gmail.com">sandersandco.contact@gmail.com</a>

### KEY CONTACT PERSON

*(If identified at the time when this information is provided.)*

*(Information about the key contact person, being a person who will manage or supervise the building work and who is available to the client to discuss any aspect of the building project.)*

<b>Name of key contact person:</b>	Ezrah James Sanders
<b>Telephone number:</b>	6421832444

<b>Mobile telephone number:</b>	6421832444
<b>Role in the building project:</b> (e.g. "Project Manager", "Site Foreman".)	Builder
<b>Relevant qualifications, skills, and experience:</b>	Quailified builder, LBP Builder, 17 Years experiance
<b>BP number (if any.)</b>	BP128943

**Note:** The building contractor must notify the client if the contact person changes.

## INSURANCE POLICIES

(Details of every insurance policy or policies that the builder has, or intends to obtain, in relation to the Building Work.)

Complete for each policy:

<b>Type of Policy</b>	Public Liability
<b>Amount of cover:</b>	1,000,000
<b>Relevant exclusions on policy coverage (if any.)</b>	

<b>Type of Policy:</b>	
<b>Amount of cover:</b>	
<b>Relevant exclusions on policy coverage (if any.)</b>	

<b>Type of Policy</b>	
<b>Amount of cover:</b>	
<b>Relevant exclusions on policy coverage (if any.)</b>	

## INFORMATION ABOUT ANY GUARANTEES OR WARRANTIES

(Information about any guarantees or warranties the building contractor offers in relation to the Building Work. Note this is about what the Builder offers as a consequence of his work and is not a list of product warranties.)

Complete for each guarantee or warranty:



<b>Nature or type of guarantee or warranty:</b> <i>(e.g. guarantee, product warranty, completed work warranty.)</i>	
<b>If guarantee or warranty is a product warranty, specify the product:</b>	
<b>Period of guarantee or warranty cover:</b>	
<b>Limits or exclusions on cover:</b> <i>(if any.)</i>	

<b>Nature or type of guarantee or warranty:</b> <i>(e.g. guarantee, product warranty, completed work warranty.)</i>	
<b>If guarantee or warranty is a product warranty, specify the product:</b>	
<b>Period of guarantee or warranty cover:</b>	
<b>Limits or exclusions on cover:</b> <i>(if any.)</i>	

<b>Nature or type of guarantee or warranty:</b> <i>(e.g. guarantee, product warranty, completed work warranty.)</i>	
<b>If guarantee or warranty is a product warranty, specify the product:</b>	
<b>Period of guarantee or warranty cover:</b>	
<b>Limits or exclusions on cover:</b> <i>(if any.)</i>	

# Prescribed Checklist

## Section 362D, Building Act 2004

### About this checklist

A building contractor is required to provide you with this checklist and other prescribed information under the Building Act 2004 before you sign a contract for the building work if -

- (a) you request this checklist and the prescribed disclosure information; or
- (b) the building work is going to cost \$30,000 or more (including GST).

The building contractor is the person or company you have asked to do building work for you.

The building contractor may not be an actual builder. The building contractor could be a plumber, an electrician, or any other tradesperson who is doing some building work for you and whom you are dealing with directly.

Steps (See notes below.)	Completed (Tick when completed.)
1 Become informed	<input type="checkbox"/>
2 Agree on project structure and management	<input type="checkbox"/>
3 Hire competent building contractors	<input type="checkbox"/>
4 Agree on price and payments	<input type="checkbox"/>
5 Have a written contract	<input type="checkbox"/>
6 Take control	<input type="checkbox"/>
7 Resolving disputes	<input type="checkbox"/>

### Notes

#### Step 1 – Become informed

All building work must comply with the provisions of the Building Act 2004. You can find a copy of the Building Act 2004 on the New Zealand Legislation website: [www.legislation.govt.nz](http://www.legislation.govt.nz)

Building work is any work done in relation to the construction or alteration of a building. This includes any work done on your home or other structure, such as a garage, retaining walls, and fences. It also includes work like painting, decorating, and landscaping if it is part of the construction or alteration of a building.

However, if the only work you are getting done is redecorating and there is no construction or alteration work involved, it is not building work. If landscaping work does not include any structures (e.g., pergolas or retaining walls), it is also not building work.

Generally, only simple or low-risk work is exempt from the requirement to have a building consent. Certain gas and electrical work is also exempt. For more information, go to [www.building.govt.nz](http://www.building.govt.nz)

Building work that is significant or of higher risk (such as structural alterations) requires a building consent and must be carried out or supervised by a licensed building practitioner. For more information on these requirements, go to [www.building.govt.nz](http://www.building.govt.nz)

#### Step 2 – Agree on project structure and management

Building projects do not run themselves. Decide how you want to manage the building project.

A few different roles are needed on a building project. You need someone to -

- manage timelines and costs;
- manage subcontractors;



Builder Initials \_\_\_\_\_  
Hub™

Owner(s) Initials \_\_\_\_\_

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- liaise with the local council;
- make decisions about the design of the work.

You can do some of this yourself, but if you are not knowledgeable about the building work process, you should get help from an architect, an independent project manager, a building company, or a licensed building practitioner who is licensed to co-ordinate the building work involved.

You should be really clear about the scope and size of the project and get detailed plans up front.

Be clear with your building contractor about who is doing the building work and who is responsible for making design and change decisions during the project.

### Step 3 - Hire competent building contractors

Ensure that your building contractor has the skills and resources to carry out the project.

You should -

- ask around about the building contractor and get references for other work that the building contractor has done;
- find out if the building contractor is a licensed building practitioner or has other appropriate qualifications. For more information about licensed building practitioners, go to [www.building.govt.nz](http://www.building.govt.nz)
- determine whether the building contractor has sufficient insurance to cover the work while it is being carried out;
- ask about the building contractor's employees and what subcontractors the building contractor will use on the project;
- if the building contractor is a company, look up its company records on the Companies Office's Internet site. If your search raises concerns, ask the building contractor to explain.

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### Step 4— Agree on price and payments

The contract should clearly state what payments are required and when. Where possible, a fixed price is preferable. The lowest price is not always the best price.

You should -

- get detailed quotes (not estimates) for the building work;
- when comparing quotes, ensure that the scope of the building work and the materials and fixtures that you are comparing are the same across quotes so that you are "comparing apples with apples";
- make sure you have the funds to pay for the project before the work begins and that you understand the payment terms agreed with the building contractor;
- think carefully before agreeing to pay more than the cost of the work that has been completed and the costs of any materials that have been supplied at the time you make the payment.

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### Step 5 - Have a written contract

You should have a written contract. The contract should include items such as -

- a description of the building work;
- the start and completion dates for the building work;
- how variations to the building work will be agreed;
- the payment process, including dates or stages for payment and how payments will be invoiced, made and receipted;
- the dispute resolution processes to be followed.

You should obtain legal advice to ensure that you understand your rights and obligations and that the contract complies with all legal requirements.

**Note:** The Building Act 2004 requires that there must be a written contract for residential building work with a value of \$30,000 or more (including GST), and the Building (Residential Consumer Rights and Remedies) Regulations 2014 prescribe matters that must be included in every contract for residential building work with a value of \$30,000 or more. You can find a copy of the Building Act 2004 and the Building (Residential Consumer Rights and Remedies) Regulations 2014 on the New Zealand Legislation website: [www.legislation.govt.nz](http://www.legislation.govt.nz)

### Step 6 - Take control

All residential building work is covered by implied warranties prescribed by the Building Act 2004 that address matters such as workmanship and building work being fit for purpose. For more information, go to [www.building.govt.nz](http://www.building.govt.nz)

You should -



- make sure there is a clear line of communication with the building contractor through the site foreman, the project manager, or any other person who has authority to speak on behalf of the building contractor. (This person should be identified as the "key contact person" in the prescribed disclosure information that the building contractor has provided along with this checklist);
  - when you are making decisions along the way, be clear as to whether those decisions will affect your contract and costs.
- If you do decide to make a change, keep track of the effect of that change.

## Step 7 - Resolving disputes

It is in both your interests and the building contractor's interests to keep the building project running smoothly and to deal with any disputes as they arise.

If you have concerns about the building project, raise them with the building contractor (or the key contact person) as soon as possible.

Raise your concerns in good faith and use the dispute resolution processes agreed to in your contract. For information on your options, go to [www.building.govt.nz](http://www.building.govt.nz)

If you have received an invoice that you have concerns about, clearly outline your concerns to the building contractor in writing.

If you fail to make a payment when it is due, the building contractor might start dispute resolution proceedings before you have a chance to explain why you have not paid. (Simply withholding payment when there is a dispute will often make the situation worse.)

### Further information

For more information, go to [www.building.govt.nz](http://www.building.govt.nz) or call the Ministry of Business, Innovation, and Employment on 0800 242 243.

I confirm that the builder has supplied, and I have read the disclosure statement and Checklist as required under section 362D of the Building Act 2004 prior to signing this contract.

### OWNER SIGNATURE

Signed:

Full name:

Date:

### OWNER SIGNATURE

Signed:

Full name:

Date:



# FIXED PRICE

## Date

Dear **Client**

We (Sanders and co) write to confirm our willingness to undertake the Building Work requested by you ("the client"). We advise that we will undertake the Building Work on the following general terms and conditions, specific terms of contract, and attached Schedule(s):

## 1. THE BUILDING WORK

- 1.1. The Building Work is specified in the Second Schedule. We will carry out the Building Work to your reasonable satisfaction. We will provide all labour, materials, plant, and equipment unless previously agreed in writing with you.

## 2. TERRITORIAL CONSENTS AND APPROVALS

- 2.1. Unless otherwise agreed, you are responsible for obtaining all necessary Territorial Authority consents and documents for the building before the start date, and for obtaining a Consent Completion Certificate when the Building Work is complete.
- 2.2. If you require us to obtain the necessary Territorial Authority consents and documents for the building and any Consent Completion Certificates when the Building Work is complete, we shall be entitled to charge you a reasonable fee for this service.

## 3. START DATE AND FINISH DATE

- 3.1. We will start work on site on the "Expected Start Date" specified in the First Schedule to this contract. All Building Work will be completed by the "Expected Completion Date" specified in the First Schedule to this contract. This clause is subject at all times to clause 13 and 14 of this contract.
- 3.2. The parties may vary the "Expected Start Date" or the "Expected Completion Date" by agreement recorded in writing, with exception to paragraph 13 and 14 as provisioned in 3.1.

## 4. GENERAL OBLIGATIONS

- 4.1. We will comply with your reasonable instructions. All Building Work will be carried out in a

proper and workmanlike manner. We will comply with all building regulations including the Health and Safety at Work Act 2015. Throughout the Building Work we will keep the site clean and tidy and will regularly remove rubbish and surplus materials.

4.2. We will provide you and the relevant Territorial Authority, as soon as practicable, on the completion of the Building Work with:

- (a) a copy of every policy of insurance-
  - (i) that we hold in relation to the Building Work; and
  - (ii) that is current on completion; and
- (b) a copy of any guarantees or warranties that apply to materials or services that comprise the Building Work, including information about-
  - (i) whether the guarantees or warranties are transferable;
  - (ii) how to make claims under the guarantees or warranties;
  - (iii) whether the guarantees or warranties need to be signed and returned to the issuers in order to be valid; and
- (c) information about the processes and materials that must be used to maintain elements of the Building Work if-
  - (i) maintenance is required to meet the durability requirements of the building code; or
  - (ii) the validity of any applicable guarantee or warranty could be affected by how and whether maintenance is carried out.

4.3. If we request, you will provide evidence of your capability to pay the Contract Price before work starts.

## **5. SITE ACCESS AND ACTIVITIES**

5.1. You agree to give us access to the site on or before the start date and from time to time thereafter for the sole purposes of carrying out the Building Work.

## **6. ASBESTOS**

6.1. Before work begins, you must check to see if there is any asbestos. Any houses built prior to January 1, 2000 may contain asbestos. If there is material that is suspected to be asbestos, you must get it tested before work can start.

6.2. If asbestos is going to be disturbed by the Building Work, is more than 10 square meters and may become friable, then it must be removed by a licensed Asbestos Remover.

## **7. CONTRACT PRICE**

- 7.1 The Contract Price may be a 'fixed sum' contract or a 'labor only/charge up' contract. Unless otherwise agreed it is understood the Builder shall be entitled to claim a margin on materials and sub-contractors. In the case of labor only/charge up, at the rate specified in the Specific Terms of Contract.

## **8. DEPOSIT**

- 8.1. We may require you to pay a deposit. If so, this must be paid five Working Days before the Building Work is due to start or five Working Days from this agreement, whichever date is first. If you do not pay the deposit, we may without further notice to you cancel this contract and we will refund any sums paid to us, less our reasonable administration costs. The deposit will be subtracted from the final payment claim.

## **9. PAYMENT AND RIGHT TO SUSPEND**

- 9.1. Payment claims will be due on completion of the Building Work unless otherwise specified in the Specific Terms of Contract.
- 9.2. Payment claims issued under clause 9.1 shall be in writing and either delivered or emailed to the Owner as a notice in accordance with this Agreement, and due within five Working Days of delivery. Proof of delivery is not required.
- 9.3. Where the Specific Terms of Contract specify that there is more than one payment to be made under the contract, we shall be entitled to make a claim by applying for progress payments for work completed throughout the course of the Building Work. These will be in the form of a Payment Claim under the Construction Contracts Act 2002 ("the CCA"), the amount of which shall be determined by the Specific Terms of Contract, shall be in a form that complies with the CCA, and will be delivered to you as a notice in accordance with this Agreement. Where neither option for determining the amount of Payment Claims is selected, the amount of each Payment Claim shall be determined on a work-done basis, taking into account the Building Work actually completed by the date of the Payment Claim or otherwise in accordance with section 17 of the CCA. The due date for payment of Payment Claims shall be no later than 5:00pm on the fifth Working Day after the date of delivery of the Payment Claim by us to you.
- 9.4. If you dispute a Payment Claim made by us, you must deliver to us a Payment Schedule in such form as meets the requirements for a Payment Schedule under the CCA by no later than 5:00pm on the fifth Working Day after the date of delivery of the Payment Claim.
- 9.5. The Builder may suspend the Building Work in accordance with section 23, 24 and 59 of the CCA as follows:
- (a) If any of the following circumstances apply:
- (i) The Owner has not paid any amount under this Agreement by the due date of its payment and has not served a Payment Schedule on the Builder in respect of that payment; or

- (ii) The Owner has served a Payment Schedule on the Builder which proposes to pay an amount by a certain date and at that date the proposed amount has not been paid in full; or
  - (iii) The Owner has not complied with an Adjudicator's determination that the Owner must pay an amount to the Builder by a particular date; and
  - (iv) The owner withholds payment or any amount for works or additional works outside the main contract works.
- (b) The Builder has served on the Owner a notice under one of sections 23(2)(b), 24(2)(b), or 59(2)(b) of the CCA as is applicable; and
  - (c) The amount in (a)(i) or (a)(ii) or a(iv) is not paid, or the determination mentioned in (a)(iii) is not complied with, within 5 working days after the date of that notice.

## **10. DOCUMENTS AND PLANS SUPPLIED**

- 10.1. The designer must ensure all boundary and datum pegs are correct. We will make every effort to find any errors, omissions, or ambiguous areas of the consent, however these can arise during the Building Work. In this case we will contact the designer for written confirmation of the solution. We will make every effort to continue working in another area but if this is not possible, the time waiting will be chargeable hours to you.

## **11. MATERIALS**

- 11.1. The Builder retains both legal and equitable ownership of all goods or materials it has brought onto the Building Site for the purposes of the Building Work. The Owner will only receive title to materials relevant to the Building Work when the Builder has been paid all monies owing under this Contract.
- 11.2. You grant a security interest in all goods or materials supplied by the Builder for the purposes of the Building Work. You agree to do all things necessary to enable the Builder to register a financing statement on the Personal Securities Register (PPSR) prior to you receiving possession of the goods or materials.

## **12. SUPPLY OF MATERIALS AND PRICE INCREASES**

- 12.1. If a material is no longer available before or during the project then you will need to suspend the project or go back to their designer for an alternative and pay all expenses involved. If there is a price increase from the time the project starts to before the project ends then the client will pay the increased price. All reasonable efforts will be made by us to check material supplies will be available and all reasonable efforts will be made to ensure a consistent price during the project.

## **13. VARIATIONS**

- 13.1. The owner may request, or agree with a recommendation of the builder, variations to the Building Work. Variations to the Building Work may require amendments to the Territorial Authority consents as issued, or approval from the Territorial Authority for minor variations. Unless otherwise agreed, all additional costs (e.g., architectural, engineering) for any

minor variation or amendments from territorial authorities required are at the owner's cost and responsibilities. All variations must be in writing. The parties must agree on any increase in the contract price and extension of the completion date required as a result of the variations before the variation work is commenced. Any costs and time delays outside of our control will be treated as a variation. All variations, unless otherwise agreed to, are to include a margin in accordance with the specific terms of the contract.

#### **14. DELAY and EXTRA COSTS**

- 14.1. We shall not be liable for any delay in carrying out the Building Work due directly or indirectly to circumstances beyond our control including, but not limited to, disputes with sub-contractors, bad weather, shortage of labour and/or materials, difficulties with extras and/or variations, acts, demands, or requirements of any Government, Territorial Authority or similar body, insofar as the same is not reasonably attributable to us.
- 14.2. You will be liable for any costs involved in the Building Work that is out of our control due to acts, demands or requirements of any Government, Territorial Authority or similar body, insofar as the same is not reasonably attributable to us.

#### **15. COMPLETION AND DEFECTS PERIOD**

- 15.1. When we consider that we have completed the Building Work with the exception of minor omissions or defects, we will arrange an on-site meeting with you to inspect the Building Work. If you agree that the Building Work has been completed with the exception of minor omissions or defects, and is fit for the purpose it was designed, then Practical Completion will have been achieved.
- 15.2. If you do not agree the Building Work has been completed with the exception of minor omissions or defects, then the parties must agree in writing to those items which still require completion. When those items are complete we will arrange another on-site meeting with you to inspect the Building Work.
- 15.3. If any defects or other faults appear within 12 months of the date of Practical Completion, you must give us written notice of the defects or other faults. We will make good the defects or other faults at our cost within a further 30 Working Days from receipt of such notice. Such defects or faults shall be defined as the malfunction, non-function or absence of any part of the Building Work caused by materials which are not suitable for the purpose, or workmanship which has not been carried out in a proper and workmanlike manner, but shall not include any defects or faults caused by or arising out of your negligent action or caused by fair wear and tear or product defects and failures.

#### **16. INSURANCE**

- 16.1. If the Building Work involves changes, alterations, or additions to an existing structure, you must arrange insurance for the building including the existing structures and contents, and Contract Works for the Building Work. If the Building Work is a new-build we will insure the Building Work against loss or damage. It is your responsibility to pay any excess on Contract Works claims.

- 16.2. We will arrange Public Liability insurance against liability for loss or damage to any other property, or injury or death or illness which arises from carrying out the Building Work.

## **17. WARRANTIES AND IMPLIED TERMS**

- 17.1. This contract includes the implied warranties as set out in ss.362I to 362K of the Building Act 2004 such as they apply to the Building Work to be carried out under this contract, and all other terms implied by law including but not limited to the guarantees contained in the Consumer Guarantees Act 1993 and those terms implied by the Fair Trading Act 1986.
- 17.2. Any breach of the implied warranties contained in ss.362I to 362K will be remedied pursuant to ss.362L to 362P of the Building Act 2004.

## **18. NOTICES**

- 18.1. All notices under this contract are to be in writing, addressed to the person to whom it affects, dated, and signed by the author, and hand delivered or sent by post or email to the parties' respective addresses set out in the Specific Terms of Contract.
- 18.2. A notice is deemed to have been received in accordance with part 7.2 of Schedule 3 of the Building (Residential Consumer Rights and Remedies) Regulations 2014 or any regulations or legislation whatsoever in replacement thereof.

## **19. DISPUTES**

- 19.1. In the unlikely event of a dispute arising from this contract, the party who raises the dispute shall, within five Working Days of the matter giving rise to the dispute, give written notice to the other party setting out the details of the dispute. The parties will then within a further five Working Days meet on site and attempt in good faith to resolve the dispute.
- 19.2. If negotiations do not resolve the dispute, then either party will be able to refer the dispute to mediation by a mediator agreed between the parties or appointed by the President of the New Zealand Law Society. Each party shall bear their own costs associated with the mediation. If the dispute is not resolved through mediation, then either party will be able to refer the dispute to adjudication under the Construction Contracts Act 2002. Each party will be required to continue to perform its obligations under the contract as far as practicable given the nature of the dispute.
- 19.3. Parties by agreement can elect to approach the Building Disputes Tribunal for specialist building mediation under clause 19.2.
- 19.4. At any time following a dispute the builder may make a claim for any losses including, but not limited to, loss of profits and/or margins relating to the project.

## **20. DEFAULT**

- 20.1. If you fail to pay, when due, any amount payable to us, you will be liable to pay to us all of the

legal and administrative costs and expenses (on a solicitor/client basis) incurred in recovering the amount and Default Interest on the overdue amount at the rate of 3.5% over the published overdraft rate of the Bank of New Zealand at the date the amount became payable on a daily basis from its due date to the date of its receipt by us. This obligation to pay costs and Default Interest will arise without the need for notice or demand.

## 21. TERMINATION FOR MEDICAL REASONS

- 21.1. We can terminate this agreement should the main builder become unfit to work or an immediate family member requires fulltime care and would not be able to finish the Building Work. A medical certificate will be provided, and a final payment claim will be issued for the work done to date. This will be due five Working Days from receiving the Payment Claim.
- 21.2. We can both agree in writing to terminate this contract should relationships breakdown or the work becomes untenable.

If the terms and conditions contained in this contract and the accompanying Schedule(s) are acceptable to you, please complete your details in the First Schedule, sign both copies of this contract where indicated and return the duplicate copy to us. You will be bound by these terms and conditions after you sign and return the duplicate copy of this letter.

We look forward to hearing from you.  
Yours faithfully

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Ezrah Sanders  
Sanders and Co Developments  
17th March 2025

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The above terms and conditions contained in this letter and in the attached Schedule(s) are accepted and you are requested to undertake the Building Work on my/our behalf.

I/We acknowledge and agree that we have been supplied by the Builder and received the prescribed disclosure information and prescribed checklist prior to signing this agreement.

I/we have read this Agreement prior to signing this Guarantor(s) Acknowledgment. I/We have been advised of my/our right to consult an independent legal adviser and have been given an opportunity to do so.

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**OWNER SIGNATURE**

Signed:

Full name: \_\_\_\_\_

Date: \_\_\_\_\_

**OWNER SIGNATURE**

Signed: \_\_\_\_\_

Full name: \_\_\_\_\_

Date: \_\_\_\_\_



Builder Initials \_\_\_\_\_ Owner(s) Initials \_\_\_\_\_

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## FIRST SCHEDULE

### Specific terms of contract

Labour only and charge up / Fixed price (cross out whichever does not apply)

### PARTIES TO THE CONTRACT

<b>Builder:</b>	Ezrah Sanders (SANDERS AND CO DEVELOPMENTS LTD)
<b>Owners:</b>	

### PROJECT DETAILS

<b>Building site:</b> (address or location description of the site where building work is to be carried out.)	
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### CONTRACT PRICE AND RATES

For fixed price contracts use the labour rate and margins for costing variations which must be authorized by the client on the variations form.

<b>Fixed OR estimated contract price:</b> (cross out whichever does not apply.)	\$
<b>Deposit:</b>	\$

<b>Hourly Rate for Labour</b>	\$
<b>Builder's margin on subbies:</b>	
<b>Builder's margin on materials:</b>	

### START AND COMPLETION DATES

<b>Expected commencement date:</b>	
<b>Expected completion date:</b>	

### PAYMENT

<b>Method of payment:</b> (cross out whichever does not apply.)	50% deposit 50% on completion
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## COMPLETE IF USING PAYMENT CLAIMS

Payment claims will be delivered on Payment Claim forms with the first payment claim including a copy of a Payment Schedule.

<b>Expected number of payment claims:</b>	
<b>Minimum interval between payment claims:</b>	
<b>Amount of payment claim:</b> (cross out whichever does not apply.)	On a work-done basis as recorded in each Payment Claim.  OR  On a percentage basis usually aligned with milestones.
<b>Due date for payment of payment claims:</b>	5 working days after date of delivery of the Payment Claim by the Builder to the Owner(s).
<b>Due date for payment schedules:</b>	5 working days after date of delivery of the Payment Claim by the Builder to the Owner(s).

## OWNER'S INSURANCE DETAILS

<b>Type of policy:</b>	<b>Home</b>
<b>Name of insurer:</b>	
<b>Amount of cover:</b>	
<b>Relevant exclusions on policy coverage:</b> (if any.)	

<b>Type of policy:</b>	<b>Contents</b>
<b>Name of insurer:</b>	
<b>Amount of cover:</b>	
<b>Relevant exclusions on policy coverage:</b> (if any.)	

<b>Type of policy:</b>	<b>Contract Works</b> <i>(only for renovations and additions to an existing structure)</i>
<b>Name of insurer:</b>	
<b>Amount of cover:</b>	
<b>Relevant exclusions on policy coverage:</b> (if any.)	

### BUILDER'S ADDRESS FOR SERVICE

<b>Builder's address for service:</b> <i>(if different to the Builder's Postal Address set out in the Prescribed Information.)</i>	
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### OWNER'S CONTACT DETAILS AND ADDRESS FOR SERVICE

<b>Physical address:</b>	
<b>Postal address:</b> <i>(If different to physical address.)</i>	
<b>Email address:</b>	
<b>Telephone number:</b>	

## SECOND SCHEDULE

### Description of the building work

Including work that is the responsibility of the owner

#### DESCRIPTION OF BUILDING WORK TO BE CARRIED OUT BY THE BUILDER

<b>Short description of building work:</b> <i>(e.g., replacement kitchen to back of the house, new 30sm deck or new residential house.)</i>	
<b>Attach any plans and specs:</b> <i>(Note documents supplied with this contract.)</i>	
<b>Materials and products to be used:</b> <i>(If set out in plans and specs, leave blank. Otherwise detail the materials and products here.)</i>	
<b>Person(s) who will carry out the building work:</b>	The Builder, per clause 1.1 of the Agreement.
<b>Person(s) who will be supervising the building work:</b>	
<b>Which party will be responsible for obtaining the building consents and any other approvals required:</b>	The Owner, per clause 2.1 of the Agreement.
<b>Building work which is the owner's responsibility:</b> <i>(Detail work to be carried out by the owner during or after the work detailed in this contract.)</i>	
<b>Subcontractors which are the owner's responsibility:</b> <i>(Name subcontractors who are selected, employed and managed by the owner.)</i>	

Attach additional pages if required

## THIRD SCHEDULE

### Description of the building work or materials supplied by the owner

Including work that is the responsibility of the owner

[If the owner is doing any of the building work or managing any of the subbies or supplying any of the material, describe in detail what they are doing and what you are not doing here. Otherwise leave this third schedule to be the Practical Completion Letter.]



## FOURTH SCHEDULE

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### Practical Completion

Important date to identify

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As stated in Clause 14.1 When we consider that we have completed the Building Work with the exception of minor omissions or defects, we will arrange an on-site meeting with you to inspect the Building Work. If you agree that the Building Work has been completed with the exception of minor omissions or defects, and is fit for the purpose it was designed, then Practical Completion will have been achieved.

This date signifies the end of the Contract Works so if you still need the cover you will need to contact your insurer and get an extension. It is also the date the defects period and implied warranties start.

*ISSUED BY: Sanders And Co Developments Limited*

*TO: CLIENT*

*IN RESPECT OF:*

Sanders And Co has contracted to Client to carry out and complete certain building works in accordance with a contract titled Fix Cladding

I Ezra Sanders duly authorised representative of Sanders and Co Builders believe on reasonable grounds that Sanders and Co Developments has carried out and completed all the building works in accordance with the contract.

SIGNATURE:

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DATE:

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COMPANY ADDRESS:

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