

Checklist For Owners Entering Into Building Contracts – New South Wales
Example



PACIFIC LAW

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| 1. | Have you checked that contractor holds a current contractor licence? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 2. | Does the licence cover the type of work included in the contract? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 3. | Is the name and number on the contractor's licence the same as on the contract? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 4. | Is the work to be undertaken covered in the contract, drawings or specifications? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 5. | Does the contract clearly state a contract price or contain a warning that the contract price is not known? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 6. | If the contract price may be varied, is there a warning and an explanation about how it may be varied? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 7. | Are you aware of the cooling-off provisions relating to the contract? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 8. | Is the deposit within the legal limit of 10%? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 9. | Does the contract include details of the progress payments payable under the contract? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 10. | Do you understand the procedure to make a variation to the contract? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 11. | Are you aware of who is to obtain any council or other approval for the work? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 12. | Do you understand that any registered certifier required to certify work under the contract is to be selected by you and the contractor cannot object to your selection? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 13. | Do you understand that you are not required to pay the contractor a deposit or any progress payments until the contractor has given you a certificate of insurance under Part 6 or Part 6B of the <i>Home Building Act 1989</i> (except where the work is of a kind that does not require insurance)? | Yes <input type="checkbox"/> No <input type="checkbox"/> |

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| 14. | Does the contract include either of the following: a) the cost of the insurance under Part 6 of the <i>Home Building Act 1989</i> ; or b) the cost of the alternative indemnity product under Part 6B of the <i>Home Building Act 1989</i> ? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 15. | Has the contractor given you a copy of the Consumer Building Guide, which provides key information about your rights and responsibilities under NSW's home building laws and where to get more information? | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 16. | Does the contract include a statement about the circumstances in which the contract may be terminated? | Yes <input type="checkbox"/> No <input type="checkbox"/> |