

DOMESTIC BUILDING CONTRACTS ACT 1995 (VIC) AND BUILDING ACT 1993 (VIC)

1. CONTRACT SUM

- 1.1 In the Contract, the Contract sum is «OPPORTUNITY_TOTAL_AMOUNT_INCL_GST» (including GST) as adjusted in accordance with the Contract.
- 1.2 The Contract Sum may be adjusted as follows:
- Clause 5 (Additional Costs);
 - Clause 12 (Variations); and
 - Clause 21 (Force Majeure).
- 1.3 The consideration payable to MAINMARK under the Contract may, without any adjustment to the Contract Sum, vary as follows:
- Clause 3 (GST); and
 - Clause 6 (Late Payment Charges).

2. STATUTORY WARRANTIES

2.1 MAINMARK warrants that:

- the Services will be performed in a proper and workmanlike manner and in accordance with the plans and specifications set out in the Contract;
 - all materials to be supplied by MAINMARK will be good and suitable for the purpose for which they are used and that, unless otherwise stated in the Contract, those materials will be new;
 - the Services will be carried out in accordance with, and will comply with, the Domestic Building Contracts Act 1995 (Vic), the Building Act 1993 (Vic), any regulations implemented under the Domestic Building Contracts Act 1995 (Vic) and the Building Act 1993 (Vic) and any other law;
 - the Services will be done with reasonable skill and care and will be completed by the date or within the period specified in the Contract;
 - if the Services consist of the erection or construction of a home or is work intended to renovate, alter, extend, improve or repair a home to a stage suitable for occupation, the home will be suitable for occupation at the time the Services are completed; and
 - the Services and any materials used in carrying out the Services will be reasonably fit for the specified purpose or result, if the Contract states the purpose for which the Services are required or the person for whom the Services are performed expressly makes known to MAINMARK, the particular purpose for which the Services are required or the result that the Client desires the Services to achieve, so as to show that the Client relies on MAINMARK's skill and judgment.
- 2.2 The warranties in Clause 2.1 supplement and do not derogate from the other provisions of the Contract.

3. BUILDING INSURANCE

3.1 MAINMARK must obtain insurance cover that:

- complies with the Domestic Building Insurance Ministerial Order No. 98 of 23 May 2003 (made pursuant to section 137 of the Building Act 1993 (Vic) or any subsequent Order that replaces or amends that Ministerial Order; and
- covers the Services to be carried out under this Contract,
(Domestic Building Insurance).

3.2 MAINMARK must pay the insurance premium for the Domestic Building Insurance.

3.3 MAINMARK must not enforce any provision of this Contract, perform any Domestic Building Work under this Contract or demand or receive any money (including deposit money) payable under this Contract until the Domestic Building Insurance policy has been issued.

3.4 MAINMARK must give to the Client the following documents within seven business days of the policy of Domestic Building Insurance being issued:

- a copy of the Domestic Building Insurance policy;
 - the certificate of insurance; and
 - a summary of the insurance product.
4. **TERMINATION:** Notwithstanding any other provisions in the Contract which entitle the parties to terminate the Contract, the Contract may be terminated in the circumstances provided by section 41 of the Domestic Building Contracts Act 1995 (Vic) and the general law.
5. **COOLING OFF PERIOD:** Under section 34 of the Domestic Building Contracts Act 1995 (Vic) the Client is entitled to rescind the Contract upon providing written notice to MAINMARK of its intention to do so within 5 clear business days of the date the Client signed the Contract.

6. CLIENT CHECKLIST

If you answer "NO" to any of the following questions you are not ready to sign the contract:

1.	Has the Building Owner had this contract long enough to read and understand it?	Yes	No
2.	Has the Building Owner been provided with evidence that the Builder named in this contract is registered with the Building Practitioners Board?	Yes	No
3.	Are the price and progress payments clearly stated?	Yes	No
4.	Does the Building Owner understand how the price is calculated and may be varied?	Yes	No
5.	Has the Builder assessed the suitability of the site for the proposed works and if tests are necessary have they been carried out before signing the contract?	Yes	No
6.	If a Deposit is payable, is it within the legal limit? The maximum under the Domestic Building Contracts Act 1995 is: 1. 10% if the Price is less than \$20,000; or 2. 5% if the Price is \$20,000 or more.	Yes	No
7.	Is the work shown and described clearly in the contract, plans or specifications and any other relevant documents such as engineering computations or soil report?	Yes	No
8.	Are the Building Owner's special requirements or finishes included in the plans or specifications?	Yes	No
9.	Are the commencement date and completion date clearly stated or capable of being ascertained?	Yes	No
10.	Is the procedure for extensions of time understood?	Yes	No
11.	Do you understand the circumstances in which you can end the contract?	Yes	No

Note: This checklist does not form part of the contract.

Read, signed and dated by the Building Owner:

Date:
Signature

Name [print]
Capacity [print]

Date:
Signature:

Name [print]
Capacity [print]

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