

CONTRACT CHECK LIST

Before signing any Contract documents the Customer should read all of the following questions thoroughly, together with the rest of this Consumer Guide and Contract documents, and ask the Contractor about anything that is not clear or understood.

1. Is the Contract in English, legible, with the names and addresses of the Contractor and the Customer being clearly stated, with the site being clearly identified?
2. Does the Contract state whether or not the Customer is a "Resident Owner"?
3. Does the Contractor hold a current BSA licence for the type of work detailed in the Contract?
4. Is the name and number on the Contractor's licence clearly stated, and the same as shown on the Contract?
5. Is the total Contract price clearly stated and understood?
6. Are the terms & conditions of payment of the deposit, the progress payments, and final payment in accordance with "the Act", and, clearly stated and understood?
7. Is all of the work to be undertaken completely covered in the Contract, schedule, plans and specifications?
8. Are the Customer's special requirements, equipment or finishes included in the special conditions, plans and specifications?
9. Are the dates for "commencement" and for "practical completion" clearly stated, and understood?
10. Is the procedure for extensions of time & variations clearly stated, and understood?
11. Are the Prime Cost items & Provisional Sums clearly stated on a separate schedule, and are the rates and estimated quantities understood?
12. Is the Customer aware of the Customer's own obligations in relation to payment, proof of ownership of land, fencing, capacity to pay, and provision of work and materials provided by the Customer?
13. Has approval from a Local Government or Private Certifier been obtained for the Works, and if not, has the cost for obtaining approval been included in the Contract price?
14. Is the procedure understood if defects need to be rectified after completion of the Works?
15. Is the procedure to resolve disputes understood?
16. Is the Datum Point clearly identified and understood?
17. Have attachments to the Contract been identified and signed by both the Contractor and the Customer?
18. Have arrangements been made for the Customer's own Insurance on the day of handover, when the completed Work is at the Customers risk?
19. Is the Contractor a current SPASA Member?
20. Has an application for "*Watertight Contract Benefits*" been completed?
21. Have Public Liability & Contract Works Insurances (*WaterWorks*) been placed?

If the answer is “NO” to any of the above questions, you may not be ready to sign the Contract.

Take the time to read and understand all of the various documents, and make sure that the Contract reflects the needs and requirements of both parties, so that misunderstandings do not occur later.

For both the Customer and the Contractor this is an important investment and a good relationship between the parties is essential.