

Contract Date:

Contract Number:

Contract Schedule – Page 1

- This page is Page 1 of the Contract Schedule for the purposes of the Contract and any applicable legislation, regardless of document pagination, and precedes the Information Table.
- For the purposes of the Contract and any applicable legislation this page is deemed to be Page 1 of the Contract Schedule which precedes the Information Table.
- The parties acknowledge and agree that this page forms part of the Contract Schedule and is incorporated into the Contract upon signing.
- If this page is inserted into an existing printed Contract, it must be initialled by all parties.

The Contract Schedule comprises this page and the following sections of this Contract:

- | | |
|--------------------------------------|---|
| 1. Contract Price | 8. Provisional Sums & Prime Cost Items |
| 2. Information Table | 9. Additional Services |
| 3. General Specification | 10. Valuation of additional works not covered in contract price |
| 4. Pool & Spa Equipment | 11. Works/Materials to be arranged/supplied by Customer |
| 5. Pool & Spa Handover | 12. Special Conditions |
| 6. Plan & Section of Pool/Spa & Site | 13. Stages and payments |
| 7. Access & Excavation | 14. Signing Page |

Contract Price

This Contract Price section replaces all other Contract Price provisions in this Contract to the extent of any inconsistency.

The Contract Price (GST Inclusive) for the Works is as follows (Clause 15)

Amount in figures:

Home Warranty Scheme
Premium: (included in contract price):

Deposit:

Amount in words:

Note: The deposit must not exceed, 10% of the Contract Price where the price is \$3,300 or more, 5% where the Contract Price is \$20,000 or more, or 20% where off-site work exceeds 50% of the Contract Price.

WARNING – CONTRACT PRICE MAY CHANGE:

The Contract Price may change in the circumstances set out below:

clause 6(b), where additional Works are required due to incorrect Site Information provided by the Customer;

clause 6(e), where the Works are delayed arising from the Customer delaying the provision of a Site survey;

clause 7.2(c), where fees or charges imposed by the Relevant Approval Authority increase after the Contract Date;

clause 8(d), where the Builder incurs additional costs arising from work undertaken or controlled by the Customer causing delay to the Works;

clause 11.2(c)(ii), where the Builder incurs additional costs or delay arising from an Eligible Delay;

clause 11.4, where Delay Costs are incurred as a result of an act or omission of the Customer or the Customer's Agent;

clause 12.1(a), where obstacles or service lines are required to be relocated, repaired or replaced in connection with excavation works;

clause 12.2(b), where the Works must be varied to comply with the applicable Laws and Regulations;

clause 12.5, where the actual cost of Provisional Sums or Prime Cost Items exceeds the estimate allowed for in the Contract;

clause 12.7(b), where goods, materials or services supplied by the Customer result in additional costs to the Builder;

clause 14, where Variations to the Works are requested, required or deemed under the Contract, including urgent Variations and Variations arising from Latent Conditions;

clause 15.1(f), where interest accrues on overdue Payments;

clause 15.2, where there is an increase or decrease in the wholesale price of materials incorporated into the Works or used in carrying out the Works;

clause 22(c), where delay costs are incurred following suspension of the Works;

clause 22(f), where damage, loss or deterioration during suspension results in rectification, replacement or repair work constituting a Variation; and/or

clause 26(a), where the Contract is terminated and the Builder is entitled to recover the value of work performed, materials supplied, costs incurred and the Builder's Margin.

Builder's
Initials:

Customer's
Initials: