

# Small Construction Work Contract

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Note: This form may be completed and signed using the FREE Adobe Acrobat Reader application. Alternatively the form can be printed and completed by hand, scanned and submitted (with all accompanying documents). Click [here](#) to download Acrobat Reader.



This Small Construction Work Contract is suitable for use where:

- ? one of the parties to the contract is a building service contractor (registered under the Building Services (Registration) Act 2011 (WA))
- AND
- ? for, or in relation to, construction work
- AND
- ? that is for a building service
- AND
- ? the contract value is between \$20,000 and \$50,000 (including GST) and including the value of any variations

This Small Construction Work Contract

should NOT be used where:

- ? the contract is between the owner and the contractor;
- AND
- ? the work to be performed is 'home building work'\*;
- AND
- ? the contract is valued between \$7,500 and \$500,000.

These contracts must comply with the Home Building Contracts Act 1991 (WA).

\* 'Home building work' includes the total or partial construction or re-construction of a dwelling, the placement of a dwelling on land, or any associated work/works connected to an existing dwelling. It also includes altering, improving, repairing or replacing an existing dwelling, strata titled dwelling or community title dwelling. A dwelling is a building occupied or intended for occupation solely or mainly as a place of residence.

NOTE: This contract is to assist building service contractors registered under the Building Services (Registration) Act 2011 (WA) in meeting their legal obligations under section 13 of the Building and Construction Industry (Security of Payment) Act 2021 (WA) (the Act). Under the Act, if a building service contractor contracts with another party to:

- perform construction work; or



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Address where Construction Work is to be performed

Unit No: Street No: Street:

Suburb/town:

Post Code:

1 32232222222222 3222222222 3.1110

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Construction Work

Description of work (attach and refer to any drawings and specifications)

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[////////////////////]  
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Defects Liability Period (i.e. warranty period)

(Please tick one option. Where a selection is not made, or the period is not specified, the period of 12 months commencing on the Date of Completion will apply.)

) 12 months (commencing on the Date of Completion)

OR

) Other (specify period) 122223 to 122223

Note: The defects liability period is the period during which the Subcontractor is contractually obligated to rectify any defects in Construction Work (including defects that are only apparent after the Date of Completion).

## Execution

Head Contractor (Head Contractor or Head Contractor's Representative to sign)

Signature:

Date:

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Subcontractor (Subcontractor or Subcontractor's Representative to sign)

Signature:

Date:

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## PART 2 - General Conditions

### 1. Performance

- (a) The Subcontractor shall perform the Construction Work
  - (i) in compliance with this Small Construction Work Contract (this Contract); and
  - (ii) so that the Construction Work is completed by the Date for Completion.
- (b) The Subcontractor shall commence the Construction Work on or before the Date for Commencement.
- (c) The Subcontractor shall perform the Construction Work:
  - (i) in the manner and to the standard to be expected of a reasonably competent subcontractor experienced in the Construction Work contemplated; and
  - (ii) using materials which comply with this Contract and which are of good quality, fit for the purpose for which they are used and which are new, unless this Contract expressly provides otherwise.
- (d) The Subcontractor warrants that:
  - (i) it holds the necessary authorisations and registrations to perform the Construction Work as required by applicable laws; and
  - (ii) all drawings and specifications provided to the Head Contractor by the Subcontractor have been or will be prepared with reasonable skill and care.
- (e) The Subcontractor does not give any warranty in respect of drawings and specifications provided by or on behalf of the Head Contractor.

### 2. Payment

- (a) The Subcontractor shall, unless this Contract expressly provides otherwise, supply at the Subcontractor's cost and expense, everything necessary for the performance of the Construction Work.
- (b) The Head Contractor shall pay the Subcontractor the Total Price in accordance with this Contract.
- (c) The Subcontractor may make a claim for payment for Construction Work that has been carried out or supplied (the Payment Claim). The Payment Claim may be in the form of an invoice.

- (d) A Payment Claim may be made on or after the last day of the calendar month in which the Construction Work was performed.
- (e) The Head Contractor must pay the Subcontractor on, or before, 25 Business Days from the date the Subcontractor makes the Payment Claim.
- (f) Interest is payable on the unpaid amount of a Payment Claim that has become payable at the rate prescribed under the Civil Judgments Enforcement Act 2004 (WA) section 8(1)(a).

### 3. Variations and extension of Date for Completion

- (a) This Contract may be varied by changes to the Construction Work (including additions, omissions or replacements) when:
  - (i) the party requiring the variation gives the other party a notice describing the variation;
  - (ii) the Subcontractor provides a written estimate of the value of the variation and the time required to implement it; and
  - (iii) the variation notice is signed by both parties.
- (b) If a delay event occurs which has the effect of delaying the Date of Completion beyond the Date for Completion, provided that the Subcontractor notifies the Head Contractor of the delay event within 10 Business Days of it becoming aware of the event, the Head Contractor will extend the Date for Completion by a reasonable amount of time if:
  - (i) the delay was caused by any of the following events:
    - (A) an act or omission of the Head Contractor in breach of this Contract;
    - (B) the execution of a variation; or
    - (C) an event that was not reasonably foreseeable by the Subcontractor and was outside of the reasonable control of a reasonably competent subcontractor experienced in the Construction Work contemplated; and
  - (ii) the delay event was not caused or contributed to by an act, omission or breach by the Subcontractor or its employees, agents or subcontractors; and

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### 11. Termination

This Contract may be terminated by agreement between the parties in writing.

### 12. Dispute resolution

- (a) If there is any dispute or difference between the parties arising out of or in connection with this Contract, then within 7 days of a party notifying the other party in writing of the dispute ( Dispute Notice), each party (or their representative) must meet and use all reasonable endeavours to resolve the dispute by joint discussions.

If the parties (or their representative(s)) are unable to resolve the dispute within 14 days of the Dispute Notice being issued, it may be referred by either party to a court of competent jurisdiction.

- (b) Despite the existence of a dispute, each party must continue to perform this Contract.
- (c) Notwithstanding the dispute resolution process provided in this clause 12, if a dispute relates to a Payment Claim, a party may make an adjudication application under Part 3 of the Act if and to the extent it applies.

### 13. General

- (a) All amounts payable under this Contract are inclusive of GST.
- (b) If the whole or any part of a provision of this Contract is void, unenforceable or illegal, it is severed and the remainder of this Contract has full force and effect.
- (c) The rights of the parties under this Contract are in addition to any other rights of the parties at law.
- (d) This Contract is governed by the laws of Western Australia.

### 14. Definitions

In this Contract, unless the context otherwise requires, expressions used shall have the meaning so defined or explained below:

“Act” means the Building and Construction Industry (Security of Payment) Act 2021(WA).