

# Special Conditions – Schedule 2a

## Special conditions

Clause B2

Delete **clauses N3 and N4** and replace with the following clauses:

### N3 Progress claims – procedure for contractor

- .1 The contractor must only submit to the architect one claim at intervals, being stages where the valuation of *\*necessary work* claimed to be completed since the date of possession of the *\*site* or the previous claim is not greater than the percentages of the *\*contract price* as adjusted, stated below:

Stage	Percentage of <i>* contract price as adjusted</i>
Completion to base stage	10%
Completion to frame stage	15%
Completion to enclosed stage	35%
Completion to fixing stage	20%
<b>Total</b>	<b>80%</b>

- .2 For the purposes of **clause N3.1**:
- .a 'Base stage' means:
- in the case of a home with a timber floor, the stage when the concrete footings for the floor are poured and the base brickwork is built to floor level;
  - in the case of a home with a timber floor with no base brickwork, the stage when the stumps, piers or columns are completed;
  - in the case of a home with a suspended concrete slab floor, the stage when the concrete footings are poured;
  - in the case of a home with a concrete floor, the stage when the floor is completed;
  - in the case of a home for which the exterior walls and roof are constructed before the floor is constructed, the stage when the concrete footings are poured.
- .b 'Frame stage' means the stage when the frame for the *\*works* is completed and approved by a building surveyor.
- .c 'Lock-up stage' means the stage when the external wall cladding and roof covering for the *\*works* is fixed, the flooring is laid and external doors and external windows are fixed (even if those doors or windows are only temporary).
- .d 'Fixing stage' means the stage when all internal cladding, architraves, skirting, doors, built-in shelves, baths, basins, troughs, sinks, cabinets and cupboards of a home are fitted and fixed in position.
- .3 The claim in accordance with **subclause N3.1** is not a *\*tax invoice*, but must identify any amount of *\*GST* that has been included in the claim. The claim must be supported by any information shown in **item 27 of schedule 1** and a declaration made by the contractor that:
- all wages and other entitlements including building industry superannuation and long service leave levies due at the date of the declaration have been paid to or on behalf of all employees of the contractor
  - all monies due to subcontractors at the date of the declaration have been paid
  - all insurances required to be maintained by the contractor are in force.

# Schedule 2a – Special Conditions

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## N4 Progress payments – procedure for architect

- .1 The architect must assess a claim for a progress payment and issue to the contractor and to the owner a certificate setting out any payment due to either the owner or the contractor within 10 *\*business days* after receiving a claim for a progress payment.
- .2 When assessing a claim for a progress payment the architect must take account of each of the following:
  - .a any adjustments to the *\*cost of building work* since any previous assessment
  - .b whether or not the stage of completion set out in **clause N3.1** claimed to be completed has been completed. If so, **clause N3.1** sets out the maximum percentage of the *\*contract price* as adjusted to which the contractor is entitled for completion of the relevant stage, including the proportion of the *\*cost of building work* claimed, making allowance for the cost of rectifying *\*defects*, if any
  - .c an allowance for cash retention where **clause C2** applies
  - .d any claim by the owner for a set off of monies due under this contract
  - .e the owner’s entitlement to liquidated damages, in accordance with **clause M9**, since any previous certificate, calculated up to the date of the certificate
  - .f any other matter to be taken into account in accordance with this contract
  - .g *\*GST*.
- .3 The certificate must:
  - .a identify the amount of *\*GST* that has been included
  - .b identify the percentage of the *\*contract price*, as adjusted applicable to the amount certified for payment and
  - .c give any written reasons for any difference between the *\*cost of building work* amount certified and the (*\*GST* exclusive) amount claimed.
- .4 If the architect reasonably needs additional information to assess the claim, the architect must *\*promptly* ask the contractor for it. If that information is needed to assess only part of the claim, the architect must assess the rest of the claim.

### Other special conditions:

#### Item 3 of schedule 1

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# Schedule 2b – Owner occupier special conditions

The owner remains in occupation

## Item 3 of schedule 1

These special conditions only apply for projects where the owner will remain in occupation during construction.

Replace the words “ possession of ” with the words “ access to ” in the following subclauses:

**A2.1a**

**A4.1c**

**D1.1**

**D1.4c**

**E1.1**

**E2.1**

**E5.1a**

**F1.1**

**G5.1**

**L1.1b**

Replace **clause D3.1** with the following:

Subject to **clause D4**, from the date of *\*practical completion*, the owner bears the risks described in the following clauses.

Replace **clause M1.2** with the following:

From 4.00pm on the day the architect issues the notice of *\*practical completion*, the contractor ceases to have access to the *\*works* except by prior arrangement with the owner.

Replace **clause Q3.1** with the following:

If the owner terminates the engagement of the contractor under **clause Q1** or **Q2** before *\*practical completion*, the owner may exclude the contractor from the *\*site*.

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