

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%
Total	80%

- .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 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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