

Table. Special Conditions to the HIA Tasmanian Residential Building Contract

Description of Provision	Amended HIA Tasmanian Residential Building	ABIC SW 2018 H Contract
Security	New Clause 8A	Part C
Obligations of the Builder	New Clauses 10.2, 10.5 and 11B.6	Clause A2
Owner to appoint an Architect	New Clauses 11A and 10.0A	Clause A4.1(d), (e) and (f) and A4.2
Architect to administer Contract	New Clauses 11B.1 to 11B.5	Clause A6
Architect's instruction	New Clause 11C	Clause A7
Disputing Architect's certificate or written decision	New Clause 11D	Clause A8
Disputing Architect's failure to act	New Clause 11E	Clause A9
Failure to give certificate, written decision or notice is not acceptance	New Clause 11F	Clause A10
Discrepancies or omissions in documents	New Clause 16.0	Clause B1
Order of precedence of documents	New Clause 16.1 and 16.3	Clause B2
Liability	New Clause 19A	Part D
Public liability insurance	New Clause 20	Clause E1
Contract works insurance	New Clause 20A	Clause E2
Entitlement to input tax credit	New Clause 20B	Clause E3
Insurance cover	New Clause 20C	Clause E4
Builder and Owner not to affect Insurance	New Clause 20D	Clause E6
Worker's Compensation and employer's liability insurances	New Clause 20E	Clause E7
Insurance claims	New Clause 20F	Clause E8
Payment of excess	New Clause 20G	Clause E9
Builder and Owner must supply copies of Official Documents	New Clause 37	Clause B3
Builder's Program	New Clause 38	Clauses G5 and G6
Change in relevant legislation	New Clause 22.0	Clause R10
Variations	New Clauses 24.0 to 24.16	Clauses J1 to J7 *See note below
Builder entitled to make claim for Official Document	New Clause 24.17	Clause J8
The Building Site	New Clause 26	Clauses F1 and F2
Site Information and Latent Conditions	New Clauses 21.0 to 21.9	Clauses F3 to F7
Testing	New Clause 36A	Clauses G7 and G8
Ownership of unfixed or demolished materials	New Clause 32.0	Clause G9

Description of Provision	Amended HIA Tasmanian Residential Building	ABIC SW 2018 H Contract
Payment for the works	New Clauses 12.1 to 12.2, 28.0, and 29.0 to 29.22	Clauses N1 to N14
Interest on overdue amounts	New Clause 30	Clause N15
Provisional Sums and Prime Cost Sums	New Clause 33	Part K
Extensions of time	New Clause 34.2 to 34.12	Part H and Clauses L6.2 and L6.3 <i>*Note: Extension of preconditions for making an EOT claim to variations (provisions familiar from ABIC (per Sections H, J, L) not adopted) ABIC clauses H1.2 and H1.3 are not specifically set out in full, instead relying on the existing EOT and variation provisions in the underlying HIA contract. Causes of delay entitling the builder to an EOT (have not been adopted to ABIC causes of delay and allowance mechanism - unreasonable EOT entitlements from the HIA contracts deleted only).</i>
Completion	New Clause 36	Clauses M1 to M8
Builder to correct defects and finalise Building Works	New Clause 38A	Clauses M11 and M12
Liquidated damages	New Clause 40	Clauses M9 and M10
Defects Liability Period	New Clauses 39.0 to 39.3	Clauses M13 and M14
Owner may take possession of the Building Site	New Clause 43.6	Clause Q3.3
Assignment of Builder's rights	New Clause 43.7	Clause Q4
Each party must continue to perform its obligations	New Clause 44.0A	Clause P1
Legal rights	New Clause 44.0B	Clause P4