

BUILDING CONTRACT

Project Location: _____ Contract Date: _____

Parties to the Contract:

Builder/Contractor Name: _____

Builder/Contractor ABN: _____

Builder/Contractor Address: _____

Owner Name: _____

Owner Address: _____

Project Details:

Description of Works: _____

Site Address: _____

Contract Price and Payment:

Total Contract Price: _____ AUD

Deposit Amount: _____ AUD

Payment Terms and Schedule: _____

Clause 1 – Scope of Work

The Builder agrees to perform and complete the construction works described in this Contract in a professional and workmanlike manner, in accordance with the plans, specifications, and all relevant laws and regulations applicable in Australia.

Clause 2 – Contract Documents

This Contract comprises this agreement, the plans and specifications, any attached schedules, and any other documents expressly incorporated herein. In the event of inconsistency, the order of precedence shall be as stated in this Clause.

Clause 3 – Commencement and Completion

The Builder shall commence work within a reasonable time after signing this Contract and shall complete the works by the date agreed upon by the parties. Time is of the essence in this Contract.

Clause 4 – Permits and Approvals

The Builder shall obtain all necessary permits, approvals, and consents required for the execution of the works, unless otherwise agreed in writing.

Clause 5 – Variations

Any changes to the scope of work must be agreed in writing by both parties before implementation. Variations may affect the contract price and/or completion date.

Clause 6 – Inspections and Defects

The Owner has the right to inspect the works at reasonable times. The Builder warrants that all work will be free from defects for a period prescribed by applicable Australian consumer law and shall promptly rectify any defects notified by the Owner.

Clause 7 – Payment

Payments shall be made in accordance with the agreed schedule. The Owner shall pay the Builder the amounts due without delay. Payments not made on time may incur interest as permitted by law.

Clause 8 – Title and Risk

Title in materials and goods passes to the Owner upon payment. Risk in the works passes to the Owner upon practical completion, subject to any retention rights.

Clause 9 – Suspension and Termination

Either party may suspend or terminate the Contract under specified circumstances, including breach, insolvency, or failure to perform. Termination shall be subject to the rights and remedies provided by law.

Clause 10 – Dispute Resolution

Disputes arising under this Contract shall be resolved by negotiation in good faith, followed by mediation or arbitration if necessary, in accordance with the laws of Australia.

Clause 11 – Insurance

The Builder shall maintain adequate insurance coverage, including public liability and workers' compensation, during the course of the works.

Clause 12 – Warranties

The Builder warrants that the works will comply with all applicable laws, standards, and contractual specifications. All statutory warranties under Australian consumer law are incorporated.

Clause 13 – Indemnity

The Builder indemnifies the Owner against claims, losses, or damages arising from the Builder's negligence or breach of this Contract.

Clause 14 – Governing Law

This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Australia and the applicable State or Territory laws.

Clause 15 – Notices

All notices under this Contract shall be in writing and delivered to the addresses specified by the parties.

Clause 16 – Entire Agreement

This Contract constitutes the entire agreement between the parties and supersedes all prior negotiations, representations, or agreements, whether written or oral.

Clause 17 – Severability

If any provision of this Contract is found to be invalid or unenforceable, the remainder of the Contract shall remain in full force and effect.

Clause 18 – Force Majeure

Neither party shall be liable for failure or delay in performing obligations arising from causes beyond reasonable control, including natural disasters, strikes, or governmental actions.

Clause 19 – Confidentiality

The parties shall keep confidential any proprietary or sensitive information obtained under this Contract.

Clause 20 – Counterparts and Execution

This Contract may be executed in multiple counterparts, each of which shall be deemed an original and all of which together constitute one instrument.

BUILDER/CONTRACTOR SIGNATURE

OWNER SIGNATURE

Signature: _____

Signature: _____

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