

COMMERCIAL BUILDING CONTRACT

Project Location: _____ Contract Number: _____

Parties Involved:

Owner/Client Name: _____

Business Address: _____

Contact Number and Email: _____

Contractor Details:

Company Name: _____

Business Address: _____

License Number: _____

Contact Number and Email: _____

Project Description:

Contract Price and Payment Terms:

Total Contract Price (AUD): _____

Deposit Amount (AUD): _____

Payment Schedule:

Contract Terms and Conditions:

Clause 1 – Scope of Work

The Contractor shall provide all labor, materials, equipment, and services necessary to complete the construction work described in the Project Description in a professional and workmanlike manner, in accordance with all applicable laws and regulations of Australia.

Clause 2 – Commencement and Completion

The Contractor agrees to commence work promptly after execution of this Contract and to achieve practical completion of the Work within the agreed timeframe, subject to extensions for causes beyond Contractor's control.

Clause 3 – Variations

Any changes or variations to the scope of work must be agreed upon in writing by both parties before implementation, including any adjustments to the Contract Price or timeline.

Clause 4 – Permits and Approvals

The Contractor shall obtain and maintain all necessary permits, licenses, and approvals required to perform the Work under this Contract at Contractor's expense unless otherwise agreed.

Clause 5 – Standards and Compliance

The Work shall comply with the Building Code of Australia, all relevant Australian Standards, local council requirements, and other applicable legislation.

Clause 6 – Inspections and Testing

The Owner or their representative may inspect the Work at reasonable times. The Contractor shall provide access and cooperate to facilitate inspections, tests, and approvals.

Clause 7 – Defects Liability Period

The Contractor shall remedy any defects or faults in the Work discovered within 12 months after practical completion at no additional cost to the Owner.

Clause 8 – Insurance

The Contractor shall maintain all necessary insurances required by law and industry standards, including public liability and workers compensation insurance, and provide certificates upon request.

Clause 9 – Indemnity

The Contractor indemnifies the Owner against any claims, damages, losses, or expenses arising from the Contractor's performance of the Work, except to the extent caused by the Owner's negligence or breach.

Clause 10 – Termination

Either party may terminate this Contract upon material breach by the other party, provided written notice is given and breach is not remedied within a reasonable time.

Clause 11 – Dispute Resolution

Any disputes arising under or in connection with this Contract shall be resolved by negotiation, mediation, or as a last resort, arbitration or court proceedings in accordance with Australian law.

Clause 12 – Governing Law

This Contract is governed by and shall be construed in accordance with the laws of the Commonwealth of Australia and the applicable state or territory laws.

Clause 13 – Entire Agreement

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

Clause 14 – Notices

All notices under this Contract must be in writing and delivered by hand, registered post, or electronic means capable of confirming receipt to the addresses stated in this Contract.

Clause 15 – Force Majeure

Neither party shall be liable for any delay or failure to perform due to causes beyond their reasonable control, including but not limited to acts of God, natural disasters, war, or government actions.

Clause 16 – Subcontracting

The Contractor may subcontract parts of the Work, but remains fully responsible for the acts and omissions of subcontractors.

Clause 17 – Safety

The Contractor shall ensure all work is performed safely and in compliance with applicable occupational health and safety laws and regulations.

Clause 18 – Confidentiality

The parties agree to keep all confidential information disclosed during the course of this Contract strictly confidential unless required by law.

Clause 19 – Intellectual Property

Any designs, drawings, or documents prepared for the Work remain the property of the Owner, and the Contractor shall not use them for any other purpose without consent.

Clause 20 – Signatures and Counterparts

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

OWNER/CLIENT SIGNATURE

CONTRACTOR SIGNATURE

Signature: _____

Signature: _____

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