

HIA CONTRACTS & STATIONERY

NT CATALOGUE

CONTRACTS

In NT, a contract with a property owner to perform prescribed residential building work valued at \$12,000 or more is required by law to be in writing. Failure to do so can result in a fine of up to \$50,000.

For any contract, even under \$12,000, a hand shake is not enough! To protect yourself have a written contract!

HOW TO ORDER

PHONE

» 08 8941 2777

WEB

» www.hia.com.au

FAX

» 08 8941 6999

VISIT

» 24/90 Frances Bay Drive
Stuart Park NT 0820

HIA members
the best in the business



Why go to the extra effort of writing a Contract?

A Contract does not have to be an involved and technical document. Simple quotes that include the following are usually the minimum requirements for a written contract:

- Contract names of both contracting parties
- Addresses of both contracting parties
- The licence number of the person doing the work
- Address of where the work is to be done
- Description of what work is to be done and any plans and specifications
- Full price of the work to be done
- Payment terms, eg Payments stages where necessary
- Any statutory requirements such as insurances, statutory warranty, limits on deposits, cooling off periods and other requirements
- set out a process for resolving disputes between the building contractor and the owner.

If you do not want to go to the trouble of developing your own contract and you want legal protection, then HIA has a variety of cost effective, tried and tested contracts and trade-contract agreements that meet all the rules. HIA stationery also addresses the various legislative requirements in the NT.

How does a contract protect me?

True, written contracts do not guarantee payment, however they do put you in the line when you have to provide "proof of debt" to make a claim in a court, tribunal or with a liquidator. Further it becomes much more difficult for the non-paying customer to argue the terms of the contract when they attempt to evade their paying obligations.

But written contracts only support the customer?

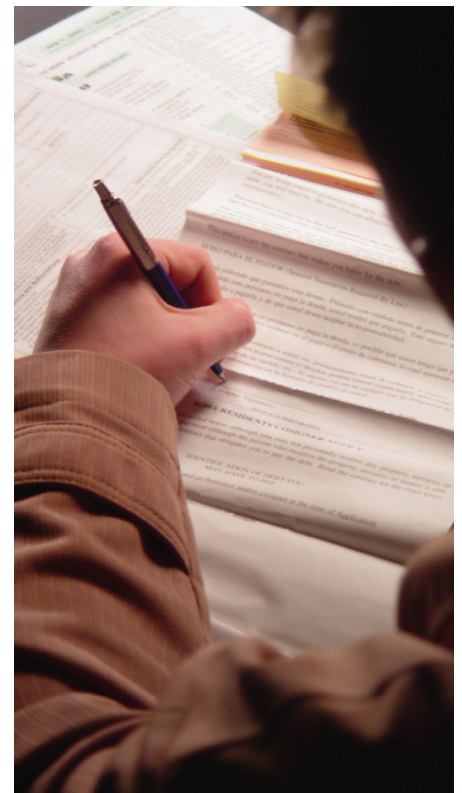
Not correct, written contracts by their very nature should support the contractor getting paid. The very reason you have a written contract is so you are paid for the agreed work and, if you put any variations in writing, be paid for any extra to that agreed work. There has always been a difficulty in establishing the limits of work with verbal agreements, especially as the jobs become larger and more complex. The conspiring customer knows how to manipulate the verbal agreement. However, it is much more difficult to manipulate written agreements.

So...get it in writing...reduce your risk... and comply with the law because verbal agreements are not worth the paper they are written on.

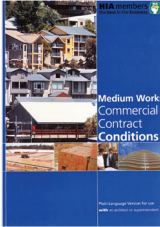


STATIONERY

In our stationery range, not only do we stock standard form building contracts we also stock other items from First Aid kits (and refills), Construction Site Signage, Home Owner manuals, Estimating sheets and Installation certificates. In addition we also carry a large range of building standards and publications for the industry. For those who would like to look good on the job, we stock HIA jackets, jumpers, t-shirts and polo shirts.

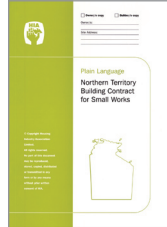


NT CONTRACTS



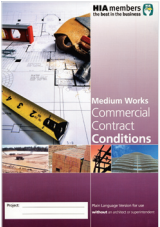
MEDIUM WORKS COMMERCIAL CONTRACT

(with an Architect)
A fixed-sum contract for commercial work where an architect or superintendent has been appointed. Copies required per job: 3 (client/builder/bank).



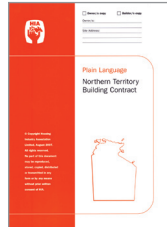
SMALL WORKS CONTRACT - NT

A fixed sum contract used for all types of smaller residential projects. This contract is recommended for use between \$12,000 - \$30,000 in value (as a guide). Great for the installation of carports, bathrooms or kitchens.



MEDIUM WORKS COMMERCIAL CONTRACT CONDITIONS

(without an Architect)
A fixed-sum contract for commercial work where no architect or superintendent has been appointed. Copies required per job: 3 (client/builder/bank).



NEW HOME BUILDING CONTRACT - NT

A fixed-sum contract used for projects involving the construction of a new residential home.

- Can also be converted into:
1. NT Cost Plus Contract
 2. NT Pool & Spa Construction Contract

CONTRACT DOCUMENTATION

BUILDING SPECIFICATION



Defines the standard of work to be completed on residential sites. It is required by councils and forms part of the contract documents.

BUILDING SCHEDULE



This document allows you to record in detail the particular requirements of the owner in relation to colours, tiles, heights, styles etc. of the new home. To be used in conjunction with Housing Specifications and a contract. It describes what is included in the contract.

MINOR WORKS AGREEMENT



Pads of 25 (duplicate carbon copy)
A fixed sum contract for all smaller residential projects under \$12,000. This contract can ONLY be used for work UNDER \$12,000 in value.

CONTRACTS DOCUMENTATION

All documentation comes in a pad of 25 (Carbon copy duplicate)

Variation Authority



A one page document which can be used for effecting any variations to a residential building contract (pad of 25)

Progress Claim Certificate



To be used to request a payment for a progress claim.

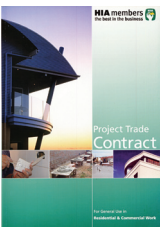
Certificate of Practical Completion



This notice is used to formally notify an owner when the project will be at practical completion. It also sets a time and date for the owner's inspection of the works as part of the hand over and payment procedure for final claim (pad of 50).

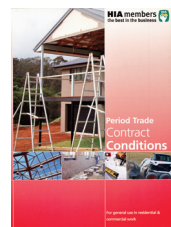
SUB-CONTRACTOR AGREEMENTS

PROJECT TRADE CONTRACT



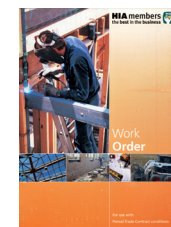
A contract between a principal contractor and a sub-contractor for a specific project. (pad of 20).

PERIOD TRADE CONTRACT



A contract between a principal contractor and a sub-contractor for a specific period of time up to a maximum period of 6 months. Every job performed by the sub-contractor in that period also requires a Work Order indicating the project details and what needs to be performed within that period (pad of 20).

WORK ORDER CONTRACT



This document forms part of the Period Trade Contract and indicates the project details and what needs to be performed by the sub-contractor within that period (pad of 20).