HOUSING INDUSTRY ASSOCIATION

Housing Australians

Submission to the
Queensland Government

BIF Panel Secretariat

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contents

Housing Industry Association contact:

Michael Roberts
Executive Director
Housing Industry Association
14 Edmondstone Street
South Brisbane QLD 4101
p 07 3021 8800
f 07 3021 8892
m.roberts@hia.com.au

ABOUT THE HOUSING INDUSTRY ASSOCIATION

The Housing Industry Association (HIA) is Australia's only national industry association representing the interests of the residential building industry, including new home builders, renovators, trade contractors, land developers, related building professionals, and suppliers and manufacturers of building products.

As the voice of the industry, HIA represents some 40,000 member businesses throughout Australia. The residential building industry includes land development, detached home construction, home renovations, low/medium-density housing, high-rise apartment buildings and building product manufacturing.

HIA members comprise a diversity of residential builders, including the Housing 100 volume builders, small to medium builders and renovators, residential developers, trade contractors, major building product manufacturers and suppliers and consultants to the industry. HIA members construct over 85 per cent of the nation's new building stock.

HIA exists to service the businesses it represents, lobby for the best possible business environment for the building industry and to encourage a responsible and quality driven, affordable residential building development industry. HIA's mission is to:

> *"promote policies and provide services which enhance our members' business practices, products and profitability, consistent with the highest standards of professional and commercial conduct."*

The residential building industry is one of Australia's most dynamic, innovative and efficient service industries and is a key driver of the Australian economy. The residential building industry has a wide reach into manufacturing, supply, and retail sectors.

The aggregate residential industry contribution to the Australian economy is over $150 billion per annum, with over one million employees in building and construction, tens of thousands of small businesses, and over 200,000 sub-contractors reliant on the industry for their livelihood.

HIA develops and advocates policy on behalf of members to further advance new home building and renovating, enabling members to provide affordable and appropriate housing to the growing Australian population. New policy is generated through a grassroots process that starts with local and regional committees before progressing to the National Policy Congress by which time it has passed through almost 1,000 sets of hands.

Policy development is supported by an ongoing process of collecting and analysing data, forecasting, and providing industry data and insights for members, the general public and on a contract basis.

The association operates offices in 23 centres around the nation providing a wide range of advocacy, business support including services and products to members, technical and compliance advice, training services, contracts and stationary, industry awards for excellence, and member only discounts on goods and services.

1. INTRODUCTION

HIA takes this opportunity to provide feedback to the independent panel ('the Panel') tasked with reviewing the 2017 suite of building legislation introduced by the Queensland Government.

The *Building Industry Fairness (Security of Payment) Act 2017* (BIF Act) has made (and will make) a range of ill-conceived and poorly thought through changes that will have long lasting detrimental impacts on the building industry in Queensland.

HIA has opposed all measures being reviewed by the Panel. HIA continues to oppose these measures and re-iterates concerns with the expansion of Project Bank Accounts (PBAs) to the residential building industry.

PBAs represent a significant and unjustifiable regulatory interference in a principal contractor/ builder's capacity to manage their own cash flow and run and operate a viable construction business.

PBA are held out as ways of securing the payments of subcontractors by:

- Protecting monies owed to subcontractors in the event of the insolvency of the principal; and
- Preventing the misappropriation of funds during the payment cycle.

These arrangements cannot address these issues or assist in protecting subcontractors from the effects of insolvency. PBAs are not practical, cost effective or workable for the scale of construction work and the nature of the contracting arrangements prevalent in the residential building industry. The recent national review of security of payments carried out by John Murray echoed this sentiment (Murray Report).[1]

HIA also rejects the baseless assumption that the current $1 million project value triggering threshold will ensure that the reforms will have little to no impact on most businesses that operate in the residential building industry. This is plainly wrong. A recent review carried out by the Australian Small Business and Family Enterprise Ombudsman into a proposal to introduce cascading deemed statutory trusts in the construction sector recommended consideration be given to a threshold greater than $1 million to avoid capturing the private residential housing sector.[2]

The residential building industry, including the home improvements and alterations market, is a key component of the Australian economy. The residential building industry is also the dominant sector in the building and construction industry, the vast majority of which are small businesses and continuing to pursue a reform agenda that will result in the many hundreds of small mum and dad construction businesses being adversely impacted is not an acceptable outcome.

HIA estimates that, fully implemented, PBAs will introduce around 17 million additional administrative processes every year into the day to day operations of the Queensland building industry. Even if each of these processes cost a conservative $20 to administer that represents almost $350m a year in additional and ineffective regulatory burden on the industry.

While HIA does not support PBAs as an effective security of payment measure HIA strongly submits that the following changes be made to mitigate the negative impacts of PBA arrangements on the residential building industry:

1. All residential building would should be excluded from the operation of PBAs.

[1] Review of Security of Payment Laws, Building Trust and Harmony, May 2018, J Murray, pg.307

[2] *Cascading deemed statutory trusts in the construction sector*, Working Paper, November 2018, Australian Small Business and Family Enterprise Ombudsman, pg.3

2. The monetary threshold triggering the application of PBAs should be lifted.

3. The legislation must be simplified and clarified. Not only is the drafting complex, the practical application is convoluted and inconsistent with the operation of the residential building industry.

4. The implementation of any reforms should be rolled out in stages over a number of years.

5. Each stage should be given time to operate and be comprehensively reviewed and costed prior to any further stages commencing. It is wholly unacceptable that the Panel was appointed just 3 months after the commencement of PBA's on Queensland Government projects. At a minimum any regime should be operational for at least 12 months prior to evaluation.

6. Providing education must be a focus prior to the commencement of any further reforms .

1.2 Residential Building Industry

HIA has consistently proffered the view that the residential building industry represents a distinct and unique component of the construction industry.

On this basis, the current PBA model should not be expanded to capture building work over $1 million that consists of more than 3 dwellings.

While often overlooked, in reality the practice and paradigm in the residential building industry differs significantly from those businesses operating in commercial and civil construction. This is critical to discussions relating to security of payment laws.

Firstly, unlike the commercial and civil construction sectors, the residential building industry is principally comprised of small businesses and self-employed independent contractors.

HIA estimates that more than 90 per cent of the residential building industry is comprised of small businesses and sole traders.

With such a high number of small businesses, this sector is particularly vulnerable to the negative impact of additional red tape and government regulation.

Secondly, the terms and conditions for commercial builders and those engaging in government contracts are significantly different from the terms and conditions a builder faces when working on a residential building project.

Commercial projects and government works are generally characterised by:

- a tendering process that often forces negative margins with the hope that future variations will cover the shortfall;
- the use of retentions;
- longer payments terms (up to between 45 and 60 days compared to 21 days in residential);
- limitations on a builders ability to select subcontractors;
- contract administration by a superintendent/ architect;
- significant amounts for liquidated damages; and
- long defects liability periods.

Such elements are not present in the residential building environment, which faces equally as challenging yet different factors such as:

- the homeowner, whose significant emotional and financial investment places additional pressures on the builder and trade contractors;
- prescriptive statutory contractual arrangements;
- quasi regulation of payment terms through the involvement of financial institutions;
- ineffective, time consuming and often litigious methods of recouping late payments;
- demanding terms of trade from suppliers; and
- significant exposure to uncontrollable events such as inclement weather and fluctuations in the supply of building materials.

Thirdly, the residential building industry is heavily regulated when compared to other building sectors.

Home builders must manage a complex web of national, state and local laws, regulations and codes. These range from planning, design, environment, health and safety, to local authority inspection and certification and a multitude of building, electrical, mechanical and plumbing processes.

The businesses must also comply with a legislative framework that spans licencing, ATO contractor reporting requirements, dispute resolution, builders warranty obligations and contractual requirements.

There are significant cost implications associated with these regulations.

Fourthly, the cyclical nature of the residential building industry is relevant to the operation of security of payments laws and the relationships between contracting parties.

The high cost and highly regulated nature of the industry together with the small business profile of firms also means that they are especially susceptible to economic cycles and changes in government policies and regulation. Financial failure for some firms will be an unavoidable consequence of the competitive forces of Australia's market economy.

There are also inherent uncertainties in contract prices which arise from the fact that works are required to be priced before construction commences and are based on technical, financial and workforce assumptions, together with material costs/availability, access to site, timeframes, weather and statutory approvals/ delays.

Finally, a consistent challenge for builders is maintaining cashflow under a negative cash flow model. Whilst a trade contractor is typically paid for work in arrears and must finance this cost, the same holds true for builders who must 'finance' an owner's costs.

Subcontractors and suppliers will naturally not wait for the substantial client to builder payment late in the duration of the job and often builders must source other financing arrangements to keep cash 'flowing'.

Builders in the residential building industry ordinarily fund their works by way of debt financing. Revenue on the other hand is derived from client payments which are highly regulated and paid after completion of work and after the building costs are incurred. Yet, the activities undertaken are subject to a high level of risk.

The builder's reliance on cashflow to manage operations and cyclical conditions exposes them to an even greater extent in the event of non-payment by a client.

2. PROJECT BANK ACCOUNTS

General Comments

HIA does not support the introduction of Project Bank Accounts (PBAs) or any other form of trust arrangements in the construction industry. HIA is particularly opposed to the extension of the PBA model into the residential building industry.

Money paid to a builder, under a contract with a home owner is the builders' legitimate property and is not in any legal or moral sense the property of the subcontractor. The builder is fully entitled to use it as he or she pleases, provided that payment (out of this money or out of other money) is made in full to subcontractors when due and payable under the relevant subcontracts.

To upset this arrangement by introducing even further regulation to "manage" business to business arrangements, to "protect" one business at the expense of another or mandate levels of business risk or control are counterproductive and will aggravate the difficulties faced by business.

PBAs have been heavily criticised.

Most recently, the report by John Fiocco which considered security of payments laws in WA (Fiocco Report) summarised the criticisms as follows:

1. *PBAs do not offer immediate or guaranteed trust status protection as they require a party to:*
    a. *comply with their obligation to establish a trust; and*
    b. *do so in a manner free of material error.*
2. *PBAs presently only provide protection to one tier of the contractual chain, being those subcontractors who have entered into a subcontract with a head contractor who is required to establish the PBA.*
3. *PBAs cannot prevent head contractors from disputing payment claims to reduce payments to subcontractors.*
4. *PBAs are time consuming and costly to administer. This includes costs to prepare the PBA agreements and trust deeds, to set up and administer multiple trust accounts and to comply with auditing and reporting requirements.*
5. *The interaction between PBAs with the Corporations Act has not been tested by the courts, meaning the protection afforded may be uncertain.*
6. *In so far as the models trialled in Australia are concerned, PBAs require a third-party higher in the contractual chain (e.g. a principal in relation to a PBA covering payments between a head contractor and its subcontractors), to be willing to monitor and police the payment practices, and, if necessary, step in as trustee. While a government principal is able to perform this function, a private sector principal may not be able or willing to do so.*
7. *Extending PBAs down the contractual chain would present a number of practical difficulties, particularly with respect to aligning payment cycles up and down the contractual chain.* [3]

This alone should be enough to arrest the expansion of PBA.

Cash flow and the distortion of risk

PBAs distort risk allocation in commercial arrangements and only superficially 'protect' the money owed to a subcontractor. In reality, the imposition of PBAs places additional risks on the overall viability of the builders' business and exposes them to financial challenges.

Normal practice in the residential building industry is that both builder and trade contractor are paid periodically, and in arrears, during the execution of the works. Both parties essentially finance the work and operate under a negative cash flow model.

[3] Final Report to the Minister for Commerce, *Security of Payment Reform in the WA Building and Construction* Industry, John Fiocco, October 2018, pg. 253

There is certainly no easy access to money nor any ability on the part of builders to hold on to payments of clients. Setting aside funds, will not only exacerbate that, but will add cost as head contractors look to supplement capital in order to have the required funds to ensure the job remains on foot

If these progress claim funds are to be held in a trust account for the benefit of particular subcontractors (even if not yet due and payable) builders will incur additional financing costs for working capital to fund the works and manage their ongoing risk. These costs will be passed on to the homeowner.

The imposition of PBAs will discriminate against the party that wears the bulk of the risk on the construction project – the builder. Under the measures the principal carries little of the responsibility or risk and only provides a payment mechanism for one part of contractual chain, remaining wholly ignorant of the activities of other links in the contracting chain. For example, HIA member who is currently owed close to $700,000 by a developer is having to go through court to recover that money. The PBA model ignores the risk that builders face.

Effect on third parties

There are practical difficulties and shortcomings in governments "picking winners" and determining which parties in the supply chain are worthy of legislative protection.

A potential consequence of PBA is that the position of employees and other secured creditors is in reality disturbed.

In the event of a contractor insolvency where project funds are held in trust, those funds will no long be available for distribution in the liquidation to employees, ultimately limiting the funds available to higher order creditors.

In HIA's submission, it is peculiar for governments to go further and consider that subcontractors and suppliers are worthy of protection and priority over and above employees of the building company, the Australian Tax Office and other creditors.

Administrative complexity and cost

The increase in red tape associated with any type of trust arrangements is unworkable for the residential construction industry. The administration of PBAs is complex.

If introduced in the residential building industry many legitimate and sound businesses will be unable to cope with the administrative complexity, forcing them out of business. There are many construction businesses that will be captured by PBAs that operate with minimal administrative overheads. It will be impossible for such businesses to cope with the red-tape administration requirements imposed by PBAs.

This situation may be further exacerbated by a lack of clarity in regard to the role of the characters in a contractual chain that may not fit squarely into that prescribed by the legislation.

In the residential building industry often a builder will also be a principal as defined by the BIF Act i.e. *a party to a building contract for whose benefit the work is being carried out under the contract*. In that case, does an entity who would traditionally call themselves a 'subcontractor' fall into the definition of a head contractor i.e. *the party to a building contract who is require to carry out building work under the contract*? At the very least, where this second tier contractor further subcontracts work they will be required to comply with the PBA provisions of the BIF Act.

All this equates to are more small businesses being potentially adversely affected by these reforms. PBAs will decimate competition within that market leaving Queensland with a select few larger companies to build such projects.

Commentary relating to PBAs often down plays the volume of activity that would take place and the difficulties in complying with record keeping obligations for example:

- One member has advised that a project valued at $2million included 257 separate payments including 98 different contractors.
- One member has advised that on every project they make 110 different payments to subcontractors and suppliers.

An assessment by the WA Auditor General found that:

- It cost about $80,000 per project to implement PBA on government projects.
- Establishing a PBA can be challenging and require demanding administration of the monthly payment process. [4]

The Fiocco Report also found that *'it would appear that PBA's would present a higher administrative cost that either retention trusts or statutory deemed trusts.*[5]

There are clearly significant additional costs and unacceptable complexity associated with PBA arrangement. This is simply unworkable for those operating in the residential building industry.

Legal concepts and trustee obligations

As a legal concept, there are practical difficulties and shortcomings in determining which parties in the supply chain are worthy of legislative protection. To that end whilst the use of trust arrangements may commonly be found within the legal, accounting, stockbroking professions and the real estate industry, this is because there is a fiduciary relationship based between principals and agents where funds are held on trust over time.

Such a fiduciary relationship does not exist in the residential building industry where the relationship between the parties is one based on contract. A builder does not accept payment from the client as agent for the subcontractor or supplier. Accordingly, unless the contract between the parties includes a term that monies are held in trust, there is nothing intrinsic in the relationship as to suggest any equitable or agency relationship between the builder and subcontractor.

Not only are the obligations imposed on a trustee complex and onerous, there are also a range of legal matters and concepts outlined within the BIF Act that are incredibly difficult to understand.

Administering payments to and from a trust account is a complicated process requiring accounting and legal expertise, under the BIF Act this administrative burden becomes even more complicated by requirements relating to payments to and from specific trust accounts.

For example determining what constitutes a 'disputed amount' is far from simple. Common parlance would dictate that a disputed amount will simply be the difference between what the subcontractor is believed to be entitled to (through a payment claim) and what the head contractor believes that subcontractor should be paid (via payment schedule). Explaining that this is not the case, and that it is the difference between the payment schedule and payment instruction, is confusing and time consuming for all parties.

[4] Western Australian Auditor General's Report (December 2016) *Assessment of Progress to Improve Payment Security for Government Construction Subcontractors*, pg.15

[5] At pg. 239

Many small businesses simply do not have the internal expertise to manage these responsibilities and they will need to outsource to experts. This will undoubtedly add cost to a project.

A trustee of a trust account must exercise significant due diligence and care to ensure that all trust requirements are met. The trustee has specific and discretionary powers. Actions would be governed by trust legislation, the common law and law of equity.

At the very least individuals in the industry would need to become aware of and comply with the powers, duties, responsibilities and obligations of trustees, a significant task given the majority of individuals enter the industry due to its physical nature as opposed to any desire to 'do paperwork'.

The potential for unintended breaches of trustee and legislative obligations is tangible.

Criminal Sanctions

The penalty regime is wholly unjustifiable and should be reviewed.

Attaching criminal provisions for paying a subcontractor for work completed from a bank account other than a PBA is unreasonable.

Lack of Education

There has been an absence of education regarding PBAs for head contractors in the private sector. The forums conducted to date have been designed for subcontractors and for government PBA work.

There should be a minimum 6 - 12 month education campaign conducted prior to the introduction of PBAs into the private sector.

3. PROGRESS PAYMENTS, DISPUTE RESOLUTION & ADJUDICATION

HIA has a number of concerns with reforms that commenced on 17 December 2018.

3.1 INADEQUATE COVERAGE

An object of the BIF Act is

> *"…to help people working in the building and construction industry in being paid for the work they do."*

Unfortunately for residential builders carrying out domestic building work this objective does not ring true. Amongst all of the reforms to date there has been nothing to assist residential builders get paid for the work they have done.

The exemption provided by section 61(2)(b) of the BIF Act prevents residential builders who are often mum and dad businesses carrying out domestic building work for a resident owner are not entitled to utilise Chapter 3. In contrast, almost every other participant in the construction industry can use the rapid adjudication system provided by the BIF Act.

This is inherently unfair to the builder's operating in the residential market who are reliant on the under-resourced[6] Queensland and Civil Administrative Tribunal which has exclusive jurisdiction for domestic building disputes. Such disputes often take many years to resolve through QCAT leaving small builders financially vulnerable. For example in *Sovereign Homes Qld Pty Ltd v Edwards*7 the building dispute was filed with QCAT in December 2015 with a decision made in August 2018 (with some matters still ongoing).

[6] Presidents opening remarks QCAT Annual Report, 2017-2018
[7] [2018] QCAT 276

Builders constructing domestic building works for residential owners should not be excluded from the Chapter 3 provisions of the BIF Act. This was supported by the Murray Report which recommended that security of payment legislation *'apply to the residential housing sector so as to enable a residential contractor/builder to make a progress payment claim against an owner-occupier'*[8]

3.2 ENDORSEMENT OF A PAYMENT CLAIM

The BIF Act removes the requirements that a payment claim be accompanied by some wording or endorsement to indicate that an invoice was a payment claim made in accordance with the relevant legislation. With that requirement removed every invoice is a payment claim.

In 2014, the NSW Government amended the *Building and Construction Industry Security of Payment Act 1999* to remove the requirement that an invoice be 'endorsed'. Of note, the residential building industry was excluded from this change.

At the public hearing in relation to the BIF Act on 20 September 2017, the following comments were made by an experienced adjudicator in relation to the NSW decision in 2014 to do away with the need for claimants to endorse payment claims under that states SOP legislation:

> *"It was ludicrous in New South Wales and it will be ludicrous here if you proceed with it. What it means is that a subcontractor, an electrician or a plumber, if they are instructed to do some variation work and they send in a note to the contractor, their superior contracting party, saying that it cost $400 to change some piping, potentially they have just now issued a payment claim, because they have described the work, they have said how much the money was. That falls within those broad parameters. 'Not requiring an endorsement' now means two possible things. Firstly, the person who receives it will now have to provide a payment schedule or they face the consequences of potentially 100 penalty units, which would seem grossly unfair. Secondly, for the claimant, they will have used an available reference date so they will not be able to claim again until the next entire payment cycle goes through, which is probably going to be another month even though they were only claiming for a few hundred dollars worth of work, but intended to claim for $30,000 at the end of the month."*[9]

On 21 November 2018 the NSW Parliament pass legislation reintroducing the payment claim endorsement requirement. The explanatory note indicates that:

> *"The decision to re-insert this requirement follows overwhelming stakeholder feedback received in support as part of the NSW review. Stakeholder feedback indicated that removing the requirement created significant problems and uncertainty for both respondents and claimants. Stakeholders agreed that a payment claim endorsed with a statement that it is made under the Act evidences a clear intention to engage the formal process under the Act. Stakeholders agreed that an endorsed payment claim alerts the recipient of the severe consequences if it fails to respond within the statutory timeframes by way of a payment schedule."*[10]

HIA calls for the reintroduction of the requirement that to be a valid payment claim it must be endorsed as a claim made under the BIF Act.

3.3 REMOVAL OF THE 'SECOND CHANCE' DEFENSE

The removal of a 'second-chance' opportunity to respond to a payment claim is a plain denial of natural justice.

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[8] Murray Report, recommendation 12
[9] QLD Public Works and Utilities Committee, transcript of proceedings, pg 16
[10] NSW Parliament, 'Building and Construction Industry Security of Payment Amendment Bill 2018', Explanatory Statement

This approach has been described as *"extraordinarily draconian"* and stands in stark contrast to the number of protections built in to preserve basic fairness in the litigation system.[11]

This arrangement has also been strongly criticised for denying justice[12] and gives force to possible unmeritorious claims merely because of a failure to issue a document on time. This approach unfairly places burdens on a party to respond within a specific timeframe even when a payment is legitimately in dispute.

3.4 PERVERSE PENALTIES

The potential $13,055 fine (based on 1 July 2018 value of a penalty unit) and QBCC disciplinary action for failing to respond to a payment claim is a totally unnecessary measure contained within the legislation. The fact that a respondent is liable for the whole amount claimed if they fail to provide a payment schedule is a penalty enough; there is no need to for further disciplinary sanctions.

4. REQUIREMENTS FOR RETENTIONS & SECURITY FOR PERFORMANCE

Existing requirements under the *Queensland Building and Construction Commission Act 1991* already provided adequate regulation for commercial contracts and subcontracts. Such business-to-business contracts should not be subject to further regulation.

The QBCC Annual report for 2017-2018 details that over the past 5 years that Part 4A (regulating all non-domestic building contracts) of the QBCC is hardly enforced or even looked at by the Regulator.[13]

There does not appear to be any evidence supporting more regulation in an area where existing measures are not enforced.

5. THE TIMING AND COMMENCEMENT OF THE SUITE OF REFORMS

The lack of clarity in relation the timing and commencement of the 2017 suite of reforms has caused considerable difficulties for the construction industry.

It is incumbent on Governments, particularly when introducing significant legislative reforms, to ensure certainty, clarity and adequate transition to make sure that industry has the best possible chance of understanding and complying with the new requirements.

Unfortunately, in the case of the 2017 suite of reforms, the opposite has been true.

Industry is still uncertain as to when PBAs are planned to commence in the private sector.

The introduction of changes to the Minimum Financial Requirements (MFR), requirements that dictate a builder's ability to trade, were released on 14 December 2018 and commenced on 1 January 2019. These incredibly short time frames made education prior to commencement impossible.

Of concern is that the same approach appears to be in-train for the commencement of Phase 2 of the MFR with its implementation due for April of this year but no final regulations yet to be produced.

A 17 December 2018 commencement date for significant changes to progress payment arrangements posed a number of difficulties for industry. Firstly, payments up and down the contracting chain are notoriously difficult to secure making it an inopportune time to make such

[11] Society of Construction Law Australia (2014) *Security of Payment and Adjudication in the Australian Construction Industry*, pg.24
[12] ibid
[13] QBCC Annual Report, 2017-2018, see Table 5, pg 28

changes and secondly the industry shut down hampered attempts to educate the industry on the changes.

Since the start of 2017 there have been nine changes to the QBCC Act. This has caused uncertainty and created a range of interpretation issues that have had to be addressed while on foot, as opposed to prior to commencement.

For example the retrospective application of the change of the time period for the application of Directions to Rectify (DTR) defective or incomplete work means that a contractor has not have an opportunity to factor in this change when executing the contract.

6. CONCLUSION

HIA asks that the Panel's report conclude that the short timeframes for the review have prevented a fulsome assessment of the effectiveness of the BIF Act and PBA's. It would seem unlikely that the Panel could comment on the impact of the BIF Act on payment practices and dispute resolution particularly when reforms to the latter only commenced on 17 December 2018.

To that end, it is HIA's strong submission that the Panel recommend against the expansion of PBA's into the private sector.

Security of payments laws and PBA's are not a panacea to payment issues and insolvencies. While an effective and efficient statutory framework is required to help business and creditors deal with the impact of unpalatable payment practices and insolvency, at the same time it must not seek to impose unnecessary regulation that makes it even more difficult for businesses to enter the market, grow, and hopefully prosper.

These issues are complex and multi-faceted and a well-articulated and tailored response that prioritises the operation of the distinct sectors of the construction industry is necessary.

To the detriment of the Queensland construction industry the 2017 suite of reforms have unfortunately taken the opposite approach, seeking to apply a 'one size fits all approach' that will force good, well operated businesses to dramatically change the way they do business.