

Checklist

For owners entering into contracts for residential building work worth more than \$20,000

Approved form under: Home Building Regulation 2014 (NSW) (clause 8)

Checklist

1.	Have you checked that contractor holds a current contractor licence?	Yes	No
2.	Does the licence cover the type of work included in the contract?	Yes	No
3.	Is the name and number on the contractor's licence the same as on the contract?	Yes	No
4.	Is the work to be undertaken covered in the contract, drawings or specifications?	Yes	No
5.	Does the contract clearly state a contract price or contain a warning that the contract price is not known?	Yes	No
6.	If the contract price may be varied, is there a warning and an explanation about how it may be varied?	Yes	No
7.	Are you aware of the cooling-off provisions relating to the contract?	Yes	No
8.	Is the deposit within the legal limit of 10%?	Yes	No
9.	Does the contract include details of the progress payments payable under the contract?	Yes	No
10.	Do you understand the procedure to make a variation to the contract?	Yes	No
11.	Are you aware of who is to obtain any council or other approval for the work?	Yes	No
12.	Do you understand that any registered certifier required to certify work under the contract is to be selected by you and the contractor cannot object to your selection?	Yes	No
13.	Do you understand that you are not required to pay the contractor a deposit or any progress payments until the contractor has given you a certificate of insurance under Part 6 or Part 6B of the Home Building Act 1989 (except where the work is of a kind that does not require insurance)?	Yes	No
14.	Does the contract include either of the following: (a) the cost of the insurance under Part 6 of the <i>Home Building Act 1989</i> , (b) the cost of the alternative indemnity product under Part 6B of the <i>Home Building Act 1989</i> ?	Yes	No
15.	Has the contractor given you a copy of the Consumer Building Guide, which provides key information about your rights and responsibilities under NSW's home building laws and where to get more information?	Yes	No
16.	Does the contract include a statement about the circumstances in which the contract may be terminated?	Yes	No
17.	Does the contract include the Security of Payment Guide which provides key information about your rights and responsibilities under the Building and Construction Industry Security of Payment Act 1999 and the Building and Construction Industry Security of Payment Regulation 2020?	Yes	No

Signatures

Do not sign the contract unless you have read and understand the clauses as well as the notes and explanations contained in the contract and this document.

If you have answered “no” to any question in the checklist, you may not be ready to sign the contract.

Both the contractor and the owner should retain an identical signed copy of the contract including the drawings, specifications and other attached documents. Make sure that you initial all attached documents and any amendments or deletions to the contract.

Signed copy of contract

Under the *Home Building Act 1989* a signed copy of the contract must be given to the owner within 5 working days after the contract is entered into.

Insurance under Part 6 or Part 6B of the Home Building Act 1989

The contractor must provide you with a certificate of insurance under Part 6 or Part 6B of the *Home Building Act 1989* before the contractor commences work and before the contractor can request or receive any payment.

Acknowledgement of owners

I/We have been given a copy of the Consumer Building Guide and I/we have read and understand it.

I/We have completed the checklist and answered “**Yes**” to all items on it.

Note

Where the owner is a company or partnership or the contract is to be signed by an authorised agent of the owner, the capacity of the person signing the contract, eg director, must be inserted.

Signatures

Signature	
Name	
Capacity	
Date	

Signature	
Name	
Capacity	
Date	