

# CHECKLIST 1

## Building

☑ = required ☒ = not required 😊 = suggested

Building Work	Contract?	Building Permit?	Insurance?	Registered Builder?
New house	☑	☑	☑	☑
Removing an Existing House to a new location <sup>1</sup>	☑	☑	☑	☑
Renovating Bathroom – Changing walls / fixtures / plumbing <sup>1</sup>	😊	☑	☑	☒
Renovating Bathroom – No change to walls / fixtures / plumbing <sup>1*</sup>	😊	☒	☒	☒
Alterations / Extensions to Existing House – increases floor area <sup>1</sup>	☑	☑	☑	☑
Alterations / Extensions to Existing House – No increase in floor area <sup>1</sup>	😊	☑	☑	☒
Existing House – changing windows / roof <sup>1</sup>	😊	☑	☑	☒
Additions to Existing House – Solar hot water systems; skylight; roof vents; satellite dish*	😊	☒	☒	☒
Carport / Verandah (to existing house) <sup>**</sup>	😊	☑	☑	☒
Garden Shed / Workshop <sup>1*</sup>	😊	☑	☑	☒
Pergola / Shade Structure <sup>1*</sup>	😊	☑	☑	☒
New Fence <sup>1*</sup>	😊	☑	☑	☒
Renovating an existing Fence <sup>1*</sup>	😊	☑	☑	☒
New Retaining Wall – supporting building work <sup>1*</sup>	☑	☑	☑	☑
New Retaining Wall – not supporting building work <sup>1*</sup>	😊	☑	☑	☒
Swimming Pools	😊	☒	☒	☒

<sup>1</sup> Subject to provisions of the *Building Act* regarding type of work

\* subject to relevant exemptions policy

NOTE: The above table provides a general overview of what building works require a contract; building permits; insurance and registered builders. As it is not an exhaustive list, it is recommended that advice be sought from a building certifier.

## CHECKLIST 2

### Before signing a contract

- Once you have selected the builder, is the contract in English and legible? Do you understand the contract? Do you need legal advice? Are the contract documents fully completed? There should be no blank spaces and the contract should include everything that has been discussed;
- Does the contract include all of the following which are required in the Building Regulations:
  - the building work to be carried out on a single project;
  - the building contractor;
  - the building contractor's registration number;
  - the extent and the value of the work (all the work you want done should be clearly detailed in the contract and supported by appropriate plans and specifications that you have checked thoroughly. You could consider speaking to someone who has knowledge of construction matters who may be able to advise you whether the contract contains enough detail);
  - if the contract requires the payment of a deposit it must specify the amount which must not be more than 5% of the value of the work;
  - the stages of the work to which progress payments are linked;
  - the amount of each progress payment;
  - sets out a process of resolving disputes between the building contractor and the owner of the land;
- Do you understand all the terms and are they clearly defined in the contract? Consider for instance the term 'lock up stage' might mean something completely different to you and the builder;
- Does the contract specify a start and finish date, or the number of days it will take to complete the work? Consider what happens if there are lengthy delays – are you protected?
- What happens if the work is not completed by the builder within the time allowed for in the contract? Will you receive any compensation for any costs/losses (known as 'liquidated damages', for example will the builder agree to pay your rent if you are living elsewhere)?
- What happens if you are late making a progress payment?
- Do you understand your rights to visit the building site for the purpose of inspecting and viewing the works?
- If you have informed the builder of any special requirements and finishes, are they clearly written in the contract?
- What standard of work do you expect and is this the same standard required under the contract? Consider that your expectations may be different to what is required at law;
- Are you or the builder able to make any changes ('variations') to the contract once the project has started? If so, you need to insure that any changes to the contract are priced; recorded in writing; supported by plans and specifications (if applicable); and a reasonable estimate of any delay to the work which may result from the variation is provided by the builder;
- Do the staged payments match the value of the construction at each stage? Consider what may happen if you pay for more than has been constructed. You could engage the services of a quantity surveyor to advise you on the costs of construction and the total cost each progress payment. The financial effect of paying for work not yet constructed can be disastrous in the event of the death of a builder or the collapse of the company;
- You should consider approaching your financial lending institution; they may be able to advise you further about progress payments; whether they require inspections at each stage; and/or a valuation service. In some cases they may wish to make the payments on your behalf; and what happens in the event of the death of the builder or the collapse of the company?

# CHECKLIST 3

## Before construction starts

- Has the contract been signed by both parties?
- Has the builder given you a complete, signed set of the contract documents?
- Have you provided proof of ownership of the land to your builder?
- Has the Building Permit been issued?
- If building in a suburb with development covenants, has the developer's approval (if applicable), been received by the builder?
- Is the proposed work on your land and wholly contained within the boundaries of your block; correctly positioned on your block and in relation to your block boundaries; and set out in accordance with the design plans? To be confident that the building accurately conforms to these three things, employ a registered surveyor. The surveyor will attend on site and take measurements to locate block boundaries and then place markers so the builder knows exactly where to commence work;
- Has confirmation of finance approval been received? Your builder may request a copy of the finance approval; and
- Has the builder invited you to attend a 'pre-start' meeting? At that meeting you will be asked to make a number of important decisions about the types of materials and fittings and about colours. If you must make any last minute changes, make them now and not after construction starts unless the contract has been amended accordingly.

# CHECKLIST 4

## Construction

- You should be given the name and phone number of your contact person in the builder's office.
- You should confirm all the important agreements or comments in writing during the home building period.
- You should arrange with the builder to access the site for the purpose of inspecting and viewing the works. Check to see what your contract says.
- For your own protection, you should only deal with the builder and the builder's supervisor on-site and not the tradespeople on-site.
- You should arrange to take photographs of the work at regular intervals, particularly any part of the work that may be of concern to you.
- You should purchase a diary to record all the day to day happenings, including the time and date of all telephone conversations as well as the name of the person you spoke to and what was discussed.

# How to Contact Us

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