

**Abridged version for demonstration purposes only**



**BUILDING CONTRACT  
FOR  
MINOR WORKS AND NEW HOUSE  
CONSTRUCTION**

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### 1. DEFINITIONS AND INTERPRETATION

In this agreement, unless inconsistent with the context, the words and phrases defined hereunder shall bear the meanings assigned to them in this clause.

<b>AGENT</b>	means the person or entity named in the schedule, who the EMPLOYER hereby warrants .....
<b>CONTRACTOR</b>	means the party .....
<b>CONTRACT SUM</b>	means the sum .....
<b>DAYS</b>	means calendar .....
<b>DEFECT</b>	means a fault or insufficiency .....
<b>EMPLOYER</b>	means the party contracting .....
<b>LATENT DEFECT</b>	means a defect which a .....
<b>PATENT DEFECT</b>	means a defect which a .....
<b>WORKS</b>	means the Works as described .....

- 1.1 The parties hereby choose their physical, legal address as set out .....
- 1.2 This Agreement constitutes the entire agreement between the parties .....
- 1.3 The law applicable to this Agreement is the law of the Republic of South Africa.
- 1.4 In this Agreement, the masculine includes .....

### 2. OBLIGATIONS OF THE PARTIES

- 2.1 The Contractor has tendered the Contract Sum for carrying out the Work shown .....
- 2.2 The Employer has agreed to pay the Contractor the Contract Sum, which shall .....

### 3. PREPARATION

- 3.1 The drawings and specifications, together with such other Documents, .....

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### 4. SUNDRY COSTS

- 4.1 All charges for the items set out below are for account of the  
4.1.1 Employer .....

### 5. WORKS RISK, INDEMNITIES AND INSURANCE

- 5.1 Subject to the provisions of 5.2 hereof the Works shall be at the risk of the .....

### 6. EXECUTION OF THE WORKS

- 6.1 The Contractor shall, to the reasonable satisfaction of the Employer, execute and complete the .....

### 7. VARIATION

- 7.1 The Employer may from time to time issue written instructions for variations as to the alteration or modification of the design, .....

### 8. EXTENSION OF TIME AND PENALTY FOR LATE COMPLETION

- 8.1 Should the Works be delayed by inclement weather, variations or any other cause for which the Contractor is not responsible, .....

### 9. PRACTICAL COMPLETION

- 9.1 When the Works are substantially complete the Contractor shall notify the Employer who shall within five (5) working days inspect the .....

### 10. DEFECTS LIABILITY

- 10.1 Any patent defects, which may appear within three (3) calendar months after Practical Completion, .....

### 11. PAYMENT

- 11.1 The Contractor shall within fourteen (14) calendar days from the date of site handover, submit to the Agent for agreement an analysis .....

### 12. DEFAULT

- 12.1 Should the Contractor make default in any of the following respects .....

### 13. SETTLEMENT OF DISPUTES

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13.1 Any dispute or difference between the Contractor and the Employer arising out of this Agreement shall be referred to Arbitration. ....

**14 Schedule**

This schedule contains all the variables referred to in this Agreement and all spaces requiring information should be completed by the parties or shown as not applicable and not left blank.

14.1 Contractor \_\_\_\_\_

Postal Address \_\_\_\_\_

Physical Address (domicilium) \_\_\_\_\_

Tel \_\_\_\_\_ fax \_\_\_\_\_ email \_\_\_\_\_

VAT no \_\_\_\_\_ CC/PTY/ID No \_\_\_\_\_

14.2 Employer \_\_\_\_\_

Postal Address \_\_\_\_\_

Physical Address (domicilium) \_\_\_\_\_

Tel \_\_\_\_\_ fax \_\_\_\_\_ email \_\_\_\_\_

14.3 Agent \_\_\_\_\_

Postal Address \_\_\_\_\_

Physical Address (domicilium) \_\_\_\_\_

Tel \_\_\_\_\_ fax \_\_\_\_\_ email \_\_\_\_\_

14.4 Contract Sum inclusive of VAT \_\_\_\_\_

Amount in Words \_\_\_\_\_

14.5 Site Address \_\_\_\_\_

14.6 Description of the Works \_\_\_\_\_

14.7 Contract Documents \_\_\_\_\_

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\_\_\_\_\_  
\_\_\_\_\_

14.8 Possession of site shall be given on \_\_\_\_\_

14.9 Practical Completion shall be given on \_\_\_\_\_

14.10 Penalty per day for non completion \_\_\_\_\_

14.11 Amount of Public Liability Insurance held by Contractor \_\_\_\_\_

14.12 Details of Contractor's Bank Account; Account number \_\_\_\_\_

Bank \_\_\_\_\_ Branch Code \_\_\_\_\_

Account name \_\_\_\_\_

14.13 Name of Arbitrator/Conciliator \_\_\_\_\_

14.14 Payment schedule (only to be used if clauses 11.1 to 11.5 are replaced with alternative clause 11.1).

Initial payment \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**15. SIGNATURE BY CONTRACTING PARTIES**

This done and signed at \_\_\_\_\_ on \_\_\_\_\_ of \_\_\_\_\_ 2004

\_\_\_\_\_  
For and on behalf of Employer

\_\_\_\_\_  
As Witness

This done and signed at \_\_\_\_\_ on \_\_\_\_\_ of \_\_\_\_\_ 2004

\_\_\_\_\_  
For and on behalf of Contractor

\_\_\_\_\_  
As Witness

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\*BAOBAB CONSULTANTS gratefully acknowledges the contracts drafted by the Building Industries Federation of South Africa (BIFSA) and the JBCC minor works contract, from which documents this contract is drafted.

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