BUILDING CONTRACT
FOR
MINOR WORKS AND NEW HOUSE CONSTRUCTION
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.

AGENT means the person or entity named in the schedule, who the EMPLOYER hereby warrants ..........

CONTRACTOR means the party ..........

CONTRACT SUM means the sum ..........

DAYS means calendar ..........

DEFECT means a fault or insufficiency ..........

EMPLOYER means the party contracting ..........

LATENT DEFECT means a defect which a ..........

PATENT DEFECT means a defect which a ..........

WORKS 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**

Page 3 of 6
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.

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<td>14.6 Description of the Works</td>
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<td>14.7 Contract Documents</td>
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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
*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.

BAOBAB can be contacted on 011 678 9463, 083 377 8602, or pallsopp@mweb.co.za.