

# Preliminary Works Agreement

This Agreement is made on 2017.

**PARTIES** [name] of [address] (**Owner**)

and

[name] (ABN) of [address] (**Builder**)

## BACKGROUND

- A. The Owner owns the land at [address] (the "**Land**") and wishes to engage the Builder to perform the preliminary works identified in clause 1 below (the "**Preliminary Works**").
- B. The Builder is experienced in the design and construction of works of a nature similar to the Preliminary Works.
- C. The Owner wishes to engage the Builder to execute the work under this Agreement in accordance with its terms of this Agreement and the Builder accepts that engagement.

## OPERATIVE PROVISIONS

1. The Preliminary Works to be performed by the Builder incorporate:

- a. Xx;
- b. Xx;
- c. Xx;
- d. Xx

to produce plans and specification and costings for the construction of a swimming pool and/or spa for the Owner.

2. The Owner is responsible for providing to the Builder the following:

- a. Xx;
- b. Xx;
- c. Xx,

to enable the Builder to perform the Preliminary Works.

3. The Owner expressly acknowledges that the Preliminary Works does not include the application for a building permit or other authorisation to proceed with the construction of a swimming pool on the Land.
4. The cost of performing the Preliminary Works is \$[amount] (the “**Agreed Cost**”).
5. The Owner will pay the Agreed Cost to the Builder in the following tranches:
  - a. [\$] for the soil report payable on the signing of this Agreement;
  - b. [%] for commencing the plans and specification; and
  - c. [%] on completion and before handover of the Preliminary Works as notified by the Builder to the Owner.
6. The Owner and Builder shall co-operate in all aspects to facilitate completion of the Preliminary Works.
7. If, after receipt of the results of the soil report in paragraph 5(a) above, the Owner determines that he/she does not wish to proceed with the Preliminary Works, then before the Builder commences preparation of the plans and specifications, the Owner is at liberty to advise the Builder accordingly and the parties agree this Agreement will come to an end.
8. This *Contract* may consist of a number of counterparts and if so the counterparts taken together constitute one and the same instrument.

This Contract is executed as an agreement:

**Signature of Owner(s)**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Name

**Signed for and on behalf of the Builder  
by:**

\_\_\_\_\_  
Name, duly authorised