

Dated *October 30<sup>th</sup>* 19*22*

**Agreement**  
AND  
**SCHEDULE OF CONDITIONS**  
OF  
**BUILDING CONTRACT**

BETWEEN

*Trustees Rockdale  
Church of Christ*

AND

*Arthur Burgin*



Issued under the sanction of  
**The Institute of Architects of N.S.W.**  
in agreement with  
**The Master Builders' Association of N.S.W.**



**SYDNEY**

ROYAL SOCIETY HOUSE, ELIZABETH STREET.

October, 1915.

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Smith and Lane, Printers and Publishers,  
15 Bridge Street Sydney.

Articles of Agreement made the 30<sup>th</sup> day of October 1922

BETWEEN Church of Christ Rockdale Trustees



(hereinafter called "the Proprietor" of the one part, and

Arthur Burgin

(hereinafter called "The Builder") of the other part.

WHEREAS the Proprietor is desirous of erecting

and completing Brick Building

and has caused Drawings and a Specification describing the work to be done to be prepared by  
 b. v. Denning and stamped by local  
 Council in Bryant St. Rockdale

his Architect AND WHEREAS said Drawings and Specifications have been signed by or on behalf  
 of the parties hereto and whereas the Builder has agreed to execute upon and subject to the  
 Conditions annexed and signed by the parties hereto ("hereinafter referred to as the Conditions")  
 the works shown upon the said Drawings and described in the said Specification for the sum of

One thousand one hundred and five pounds

shillings and pence (hereinafter called the Contract Sum)

NOW IT IS HEREBY AGREED AS FOLLOWS:—

1. In consideration of the said Contract Sum to be paid at the time and in the manner set forth  
 in the said Conditions the Builder will, subject to the said Conditions, execute and complete the works  
 shown upon the said Drawings and described in the said Specification.

2. The Proprietor shall pay to the Builder the said Contract Sum or such other sum as shall  
 become payable hereunder, at the times and in the manner specified in the said Conditions.

3. The term Architect in the said Conditions shall mean the said Walter

Thomas Boles In the event of the death of the

said Walter Thomas Boles or upon him ceasing  
 to be the Architect for the purposes of this Agreement the Proprietor shall in writing nominate some  
 other person to be the Architect and shall in writing notify the Builder thereof. If the Builder shall  
 object to such nomination for reasons which shall be sufficient to any referee or arbitrators to be  
 appointed pursuant to the provisions of the arbitration clause in the said Conditions the Employer shall  
 appoint some other person to be the Architect. Provided that no person so appointed to be the  
 Architect shall be entitled to discharge or over-rule any decision or direction given or expressed by any  
 former Architect.

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4. Any reference in this Contract or in the said Conditions to Bills of Quantities shall not have the effect of constituting them part of this Contract.

5. The said Conditions shall be read and construed as forming part of this Agreement and the parties hereto will respectively abide by and submit themselves to the said Conditions and stipulations and perform the Agreements on their parts respectively in such Conditions contained.

6. PROVIDED THAT THE contract sum mentioned herein, and all sums payable for authorised extras, shall be subject to variation as provided by Clause 30 of the conditions.

As WITNESS our hands this 30<sup>th</sup> day of October 1922

Signed by the said Proprietor

W. J. Coles

327 Bay St. Brighton. Le. Sands

in the presence of

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

Signed by the said Builder

Arthur Dungen Bunter  
69 Brighton St Craydon

in the presence of

W. J. Coles

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Church of Christ Rochdale hereby appoint the said Walther Thomas Coles Architect in connection with the works referred to herein and authorise him to prepare all necessary plans, specifications, documents and copies and to exercise all the powers and authorities necessary to be exercised by him as Architect under any Contract or arrangement prepared by or made through him, agree that all plans, drawings and specifications, and documents prepared by the said Architect (including tracings, details and copies supplied to the Builder and mentioned in Clauses 1 and 2 of the Conditions attached) shall be his property subject only to their being used in completing the work before referred to.

## CONDITIONS OF CONTRACT

AS ADOPTED BY THE INSTITUTE OF ARCHITECTS OF N.S.W.

— AND —

THE MASTER BUILDERS' ASSOCIATION OF N.S.W.

Drawings  
and  
Specifications

1.—The works shall be carried out in accordance with the directions and to the reasonable satisfaction of the Architect in accordance with the signed drawings, specifications and marginal sketches, and in accordance with such further drawings, details, instructions, directions and explanations, as may from time to time be given by the Architect. If the work shown on any such further drawings or details or necessary to comply with such directions, instructions or explanations be, in the opinion of the Builder, additional or extra to the work included in the contract, he shall, before proceeding with such work, give notice in writing to that effect to the Architect. In the event of the Architect and Builder failing to agree as to whether or not there is any extra and of the Architect deciding that the Builder is to carry out the said work, the Builder shall accordingly do so and the question whether or not there is any extra and if so the amount thereof shall, failing agreement, be settled by the Arbitrator as provided in Clause 29, and the Builder shall be paid accordingly. The contract drawings and specifications shall remain the property of the Architect and shall be produced by him at his office as and when required by the Proprietor or by the Builder.

Copies of  
Drawings and  
Specifications

2.—One complete copy of the specifications and plans and drawings shall be furnished by the Architect free of cost to the Builder for his own use, which shall be kept on the works until the completion thereof. A copy of the contract Agreement, signed by the proprietor, shall also be supplied to the Builder. The Architect shall furnish to the Builder within \_\_\_\_\_ Days after the receipt by him of a request for same, any details which in the opinion of the Architect are necessary for the execution of any part of the work, such request to be made only within a reasonable time before it is necessary to execute such work in order to fulfil the contract. The Architect or his representative shall have access to same at all reasonable times and they shall be returned by the Builder on the completion of the contract.

Assignment or  
Sub-letting

3.—The Builder shall not assign this agreement or sub-let any portion of the works without the consent of the Architect, such consent not to be unreasonably withheld.

Foreman

4.—The Builder shall keep a competent foreman constantly on the works and any directions or explanations given by the Architect to the foreman in the absence of the Builder shall be held to have been given to the Builder.

Builder to  
provide  
everything  
necessary

5.—The Builder shall provide everything necessary for the proper execution of the works according to the drawings and specifications taken together, and if the Builder finds any discrepancy in the drawings or between the drawings and the specification, he shall immediately refer the same to the Architect who shall decide which shall be followed. Figured dimensions are to be followed in preference to the scale.

Local and other  
authorities,  
Notices, etc.

6.—Throughout the execution of the works the Builder shall conform to the provisions of any Acts of Parliament relating thereto and to the regulations and by-laws of any local authority and of any Board of Water Supply and Sewerage and Lighting Companies with whose systems the structure is proposed to be connected and before making any variations from the drawings or specifications that may be necessitated by so conforming shall give the Architect written notice, specifying the variation proposed to be made and the reason for making it and applying for instructions thereon. In case the Builder shall not in due course receive such instructions he shall proceed with the works conforming to the provisions, regulations or by-laws in question, and any variation so necessitated shall be dealt with under Clause 13. The Builder shall give all notices required by the said Acts, regulations or by-laws to be given to the above-named Authorities Boards and Companies and pay all fees payable thereto or to any public officer in respect of the works.

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Setting out  
Work

7.—The Builder shall set out the whole of the works in the positions and at the levels fixed by the Architect and during the progress of the Building shall amend at his own cost any errors arising from inaccurate setting out unless the Architect shall decide to the contrary. But the Builder shall not be responsible for any errors in the alignment or levels supplied by the Architect nor for any additional cost due to the levels or positions not being in accordance with the drawings or specifications.

Materials, etc.  
Conform to  
Specifications

8.—All materials and workmanship shall be of the respective kinds described in the specification and the Builder shall upon request of the Architect, furnish him with vouchers to prove that the materials are such as are specified.

Dismissal of  
Workmen

9.—The Builder shall on the reasonable request of the Architect dismiss from the works any person employed thereon by him who may be incompetent or misconduct himself, and such person shall not be again employed on the works without the permission of the Architect.

Access for  
Architect

10.—The architect and any person authorised by him shall at all reasonable times have access to the works and the Architect and his representatives shall at like times have access to the workshops of the Builder or other places where work is being prepared for the building.

Clerks of  
Works

11.—The Architect may appoint a Clerk of Works and shall give notice in writing to the Builder of such appointment. The Clerk of Works shall be considered to act solely as inspector under the Architect and the Builder shall afford him every facility for examining the work and materials. The Builder shall have the right to object to such appointment on assigning sufficient reasons in writing to the Architect within 48 hours of receipt of notice of the appointment. Any reasonable objections so assigned shall be given effect to if the President of the local Institute of Architects and the local Master Builders' Association shall agree that under the special circumstances so assigned by the Builder the proposed Clerk of Works ought not to be employed.

Variations and  
Extras

12.—The Builder shall, when authorised by the Architect, or as provided by Clause 6, vary by way of extra or omission from the Drawings or Specifications such authorisation is to be sufficiently proved by any writing or drawing, signed or initialled by the Architect, or by any subsequent written approval by him, and the Builder, whenever possible, shall provide the Architect with an estimate of the cost of such variation. No claim for any extra shall be allowed unless it shall have been executed under the provisions of Clause 6 or by the authority of the Architect as herein mentioned. Any such extra is hereinafter referred to as an authorised extra.

Price for  
Extras. How  
ascertained

13.—No variation shall vitiate the Contract but all authorised extras for which a price may not have been previously agreed, and any omission which may have been made with the knowledge of the Architect or without his knowledge, provided he subsequently gives a written sanction to such omission, shall be measured by the Architect or the Quantity Surveyor and a copy of the Bill or statement of such measurement shall be given to the Builder. Any fees to be paid for so measuring the variations shall be added to the Contract sum. The variations shall be valued at the rates contained in the Builder's original estimate, or where the same may not apply, at rates proportionate to the prices therein contained. If in the opinion of the Architect, the work cannot be properly measured and valued, day work prices shall be allowed therefor provided that vouchers or other sufficient evidence, specifying the time and materials employed, shall have been produced for verification to the Architect or his nominees, at or before the expiration of the week following that in which such work shall have been done. The amount to be allowed on either side in respect of the variations so ascertained shall be added to or deducted from the contract sum as the case may be.

Unfixed  
Materials when  
taken into  
account to be  
the property of  
the Employer

14.—When the Builder shall have received payment of any certificate in which the Architect shall have stated that he has taken into account the value of any unfixed materials intended for the works and placed by the Builder thereon, or upon ground adjacent thereto, all such materials shall become the property of the Proprietor and shall not be taken away except for the purpose of being used on the building, without the

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written authority of the Architect, and the Builder shall be liable for any loss or damage to such materials.

Removal of  
Improper  
Materials

15.—During the progress of the works the Architect shall have power to order in writing from time to time, the removal from the works within such reasonable time or times as may be specified in the order, of any materials which are not in accordance with the Drawings, Specifications or Instructions of the Architect, the substitution of proper materials and the removal and proper re-execution of any work executed with materials or workmanship not in accordance with the Drawings and Specifications or instructions, and the Builder shall forthwith carry out such order at his own cost. In case of default on the part of the Builder to carry out such order, the Proprietor shall have power to employ and pay other persons to carry out the same, and all expenses consequent thereon or incidental thereto shall be borne by the Builder and shall be recoverable from him by the Proprietor or may be deducted by the Proprietor from any moneys due or that may become due to the Builder

Defects after  
completion

16.—Any defects, shrinkage or other faults which may appear within eight weeks from the completion of the Building and arising out of defective or improper materials or workmanship, shall upon the direction in writing of the Architect and within such reasonable time as shall be specified therein, be amended and made good by the Builder at his own cost, unless the Architect shall decide that he ought to be paid for the same and in case of default the Proprietor may recover from the Builder the cost of making good the works.

Works  
covered up

17.—In the case of foundations or any work specified to be inspected before being covered up, the Builder shall notify the Architect when same is ready for inspection, and the Architect shall inspect the same or cause an inspection to be made within a reasonable time. In the event of the Architect not making such inspection the Builder shall proceed with the work, and if required to open up the work at a later period shall be paid the cost of such opening up and making good, unless it shall be found that such work is not in accordance with the drawings.

Works not in  
Contract

18.—All constructional work and finishing trades in this contract shall be carried out by or entirely under the control of the Builder. The Proprietor, however, by the Architect is to have full power to send Artists or Workmen upon the premises to execute fittings and other works which are not included in the Contract or which could not be reasonably considered as extras or additions to the contract, provided that such operations shall be carried on during ordinary working hours and in such a manner as not to impede the progress of the works included in the contract; but the Builder is not to be responsible for any damage which may happen to any such fittings or other works from causes not under his control. No such person shall be employed upon the works against whom the Builder shall make what the Architect considers reasonable objections.

Works under  
Builders'  
charge

19.—The building from the commencement of the works to the completion of the same is to be under the Builder's charge. He is to be held responsible for and is to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or inclemency of weather or by causes over which the Builder shall have control, and he is to hold the Proprietor harmless from any claims for injuries to persons or for structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the Builder or of anyone in his employ during the execution of the works. Should, however, any portion of the Building be utilised by the Proprietor or tenant or his or their employees during the progress of the works, the Builder shall not be liable for any injury, loss or damage to persons or property which may be occasioned by reason of such utilisation of such portion of the premises by any such person or persons.

Insurance—  
(a) applies to  
New Building

20.—(a) The Builder shall insure the works and keep them insured, until they are delivered up, against any loss or damage by fire, in an office to be approved by the Architect, in the joint names of the Proprietor and the Builder for the amount of £1,100 as soon as the works are covered in, and shall deposit with the Architect the Policies and receipts for the premiums paid for such insurance, and in default the Proprietor may insure the works and deduct the premium paid from any moneys due or

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which may become due to the Builder. All moneys receivable under any such policies are to be paid to the Builder by instalments on the Certificates of the Architect, and to be applied in or towards the rebuilding or reparation of the works destroyed or injured. As soon as any claim under the policy is settled, the Builder shall proceed with all due diligence with the rebuilding or reparation and shall not be entitled to any payment in respect thereof other than the said moneys received, but such extension of the time hereinafter mentioned for completion shall be made as shall be just and reasonable.

(b) applies to an existing Building to be altered

(b) The existing building and the works executed under this Contract shall be fully covered by insurance at the expense of the Proprietor. As regards any loss or damage being occasioned which affects the original building or structure in addition to the new work, the Builder shall be entitled to receive from the Proprietor the full value of all work then executed and materials then delivered or prepared, calculated in the manner provided by Clause 13 hereof, and this Contract so far as it relates to any subsequent work, may at the option of either party be determined, if in the opinion of the Arbitrator such determination shall be just and equitable.

Dates of Completion

21.—Clear possession of the site (or premises) according to the Contract Drawings and specification shall be given to the Builder on or before the 30<sup>th</sup> day of October. He shall begin the works immediately after such possession, shall regularly proceed with them and shall complete the same within sixteen weeks from the date that possession of the site or premises is given to him, \_\_\_\_\_ subject nevertheless to the provisions for extension of time hereinafter contained.

Extension of Time

22.—If the works be delayed by any of the following causes, that is to say:—

- (a) On account of authorised extras.
- (b) In consequence of any notice reasonably given by the builder in pursuance of Clauses 1 and 6.
- (c) By any weather sufficiently inclement to prevent the builder proceeding with the works.
- (d) In consequence of proceedings being taken or threatened by or disputes with adjoining or neighbouring owners.
- (e) By the works or delays of any persons engaged or nominated by the Proprietor or the Architect in pursuance of Clause 18 hereof.
- (f) By reason of any combination of workmen or strikes or lock-outs affecting any of the building trades.
- (g) By the Builder not having received in due time necessary instructions or details from the Architect, for which he shall have specifically applied in writing.

(h) By any other matter, cause or thing beyond the control of the Builder.

The Architect shall in writing make a fair and reasonable extension of time for completion in respect thereof, but if the Architect shall fail to give such extension, or if the Builder shall be dissatisfied with any extension given, then the matter of such extension may be referred to arbitration in terms of Clause 29 hereof.

Penalty

23.—If the Builder should fail to complete the works by the date named in Clause 21, or within any extended time allowed by the Architect under these presents, and if the Architect should certify in writing that the works could reasonably have been completed by the said date or within the said extended time, the Builder shall pay or allow to the Proprietor the sum of Three Pounds sterling per week as liquidated and ascertained damages for every week beyond the said date or extended time as the case may be, during which the works shall remain unfinished, and such damage may be deducted by the Proprietor from any moneys due to the Builder.

Suspension of Works by Builder

24.—If the Builder (except on account of any legal restraint upon the Proprietor preventing the continuance of the works, or on account of any causes mentioned in Clause 22, or in the case of a certificate being withheld or not paid when due) shall suspend the works or, in the opinion of the Architect, shall neglect or fail to proceed

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with due diligence in the performance of his part of the contract, or if he shall more than once make default in the respects mentioned in Clause 15, the Proprietor, by the Architect, shall have power to give notice in writing to the Builder requiring that the works be proceeded with in a reasonable manner and with reasonable despatch. Such notice shall not be unreasonably or vexatiously given, and must signify that it purports to be a notice under the provisions of this Clause, and must specify the act or default on the part of the Builder upon which it is based. After such notice shall have been given, the Builder shall not be at liberty to remove from the site or works, or from any grounds contiguous thereto, any plant or materials belonging to him which shall have been placed thereon for the purpose of the works, and the Proprietor shall have a lien upon all such plant and materials, to subsist from the date of such notice being given, until the notice shall have been complied with. Provided always that such lien shall not, under any circumstances, subsist after the expiration of thirty-one days from the date of such notice being given, unless the Proprietor shall have entered upon and taken possession of the works and site as hereinafter provided. If the Builder shall fail for fourteen days after such notice has been given to proceed with the works as therein prescribed, the Proprietor may enter upon and take possession of the works and site, and of such plant and materials thereon (or on any ground contiguous thereto) intended to be used for the works, and the Proprietor shall retain and hold a lien upon all such plant and materials until the works shall have been completed, under the powers hereinafter conferred upon him. If the Proprietor shall exercise the above power, he may, by the Architect, engage any other person to complete the works, and exclude the Builder, his agents and servants, from entry upon or access to same, except that the Builder, or any one person nominated by him, may have access to same at all reasonable times, to inspect, survey and measure the works, and the Proprietor shall take such steps as, in the opinion of the Architect, may reasonably be necessary for completing the works without undue delay or expense, using for that purpose the plant and materials above mentioned in so far as they are suitable and adapted to such use. Upon the completion of the works, the Architect shall certify the amount of the expenses properly incurred consequent on and incidental to the default of the Builder as aforesaid, and in completing the works by other persons. Should the amount so certified as the expenses properly incurred be less than the amount which would have been due to the Builder upon the completion of the works by him, the difference shall be paid by the Proprietor to the Builder. Should the amount of the former exceed the latter, the difference shall be paid by the Builder to the Proprietor. The Proprietor shall not be liable to make any further payment or compensation to the Builder for or on account of the proper use of the plant for the completion of the works under the provisions hereinbefore contained. After the works shall have been so completed, the Proprietor, by the Architect, shall give notice to the Builder of such completion, and may require him from time to time, before and after such completion, to remove from the site his plant and all such materials as aforesaid as may not have been used in the completion of the works. If such plant and materials are not removed within a reasonable time after notice shall have been given, the Proprietor, by the Architect, may remove and sell same, holding the proceeds, less the cost of the removal and sale, to the credit of the Builder. Any notice to be given to the Builder under this Clause shall be given by leaving the same at the place of business of the Builder, or by registered letter sent to him at that address.

Provisional  
Items

25.—(a) Where it has been found necessary in the specification to name a sum for goods and work, such goods and work shall be regarded as provisional and described as provisional items. And such items shall be limited to those in the following list :—

1. Wall and Floor Tiles and Marble Work (unfixed).
2. Sanitary Fittings, Gas Fittings and Electric Light Fittings.
3. Fibrous Plaster and Steel Ceilings (fixed).
4. Ironmongery.
5. Ornamental Metal Work and Decorative Painting.
6. Stained Glass, Lead Light and Embossed Glass.
7. Strongroom Doors.
8. Mantels, Grates and Stoves.
9. Fire Extinguishers, Fire Alarms and Sprinklers.



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10. Electric Light and Power Installations and Lifts (excluding Lift Enclosures and Doors).
11. Machinery.
12. Articles to which special conditions may apply.

(b) The Architect and Proprietor shall have the right to select all provisional items mentioned in the specification, and the Builder shall render every assistance to secure the lowest prices obtainable. Provisional items shall be dealt with on a basis of ten per cent. gross profit to the Builder on the nett Sydney or local cost to the Builder. Purchase shall be made by the Builder, who shall take delivery and be responsible for breakage or other damage thereafter. He shall be required to furnish all vouchers as requested, to show that the amounts agreed upon have been properly charged and paid. The above provision shall not apply to items 9, 10 and 11 in the above schedule, which shall be dealt with on a basis of two and a half per cent. remuneration to the Builder, who shall for this amount provide reasonable facilities for the carrying out of the work in connection with these items. The Builder shall not be held responsible for the work done, or for any loss or damage occasioned by or in connection with work under items 9, 10 and 11.

Certificates

26.—When the value of the work, as computed by the Architect and not included in any former Certificates, shall from time to time amount to the sum of One hundred pounds sterling or otherwise at the Architect's reasonable discretion, the Builder shall be entitled to receive payment at the rate of 80% per cent. upon such value until the balance in hand shall amount to the sum of Two hundred pounds sterling, after which time the Builder shall be entitled to receive payment of the full value of all works executed and not included in any former payments, and the Architect is to give to the Builder Certificates accordingly, and when the works shall be completed or possession of the building given up to the Proprietor, the Builder shall be entitled to receive 90 per cent. of the amount remaining due, according to the best estimate of the same that can be made, and the Architect shall give to the Builder a Certificate accordingly, and the Builder shall be entitled to receive the balance of all moneys due or payable to him under or by virtue of the contract within fourteen days from the completion of the work, or from the date of giving up possession thereof to the Proprietor, whichever shall first happen. Provided always that no final or other Certificate is to cover or relieve the Builder from his liability under the provisions of Clause 16, whether or not the same be notified by the Architect at the time or subsequently to granting any such Certificate.

27.—A Certificate of the Architect or an Award of the Referee, or Arbitrators, or Umpire, hereinafter referred to as the case may be, showing the final balance due or payable to the Builder, shall be conclusive evidence of the works having been duly completed, and that the builder is entitled to receive payment of the final balance, but without prejudice to the liability of the Builder under the provisions of Clause 16.

Non-Payment  
by Employer

28.—Should the Proprietor not pay the Builder any sum certified by the Architect within the times respectively named in Clause 26, the Builder shall give written notice to the Proprietor of the non-payment, and should the Proprietor not pay any such sum within the period of seven days from the date of delivery of such notice at the Proprietor's address, sent to him there in the ordinary course of post by registered letter, or if the Proprietor shall become bankrupt, or file any petition for the liquidation of his affairs, and if his Trustee in Bankruptcy shall repudiate this Contract, or if the Trustee shall be unable to show within seven days, to the reasonable satisfaction of the Builder, his ability to carry out the Contract, and to make all payments due or to become due thereunder, or if the works be delayed for seven days under an order of the Architect, or by or under any proceedings in any Court of law or equity by any other parties, the Builder shall be at liberty to determine the Contract by notice in writing to the Architect, and to recover from the Proprietor payment for all work executed, and for any loss he may sustain upon any plant or material supplied or purchased or prepared for the purpose of the Contract. In arriving at the amount of such payment, the rates contained in the

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Builder's original estimate shall be followed, or where the same may not apply, rates proportionate to the prices therein contained. In any such case, the Builder shall not be bound to proceed further with the works contracted for. The Builder shall be entitled to interest upon all moneys payable to him, payment of which may have been unduly delayed.

Arbitration

29.—Provided always that in case any dispute or difference shall arise between the Proprietor, or the Architect on his behalf, and the Builder, either during the progress of the works or after the determination, abandonment or breach of the Contract, as to the construction of the Contract, or as to the nett local cost under Clause 25, or as to any matter or thing arising thereunder (except as to the matters left to the sole discretion of the Architect under Clauses 9 and 15, and the exercise by him, under Clause 17, of the right to have any work opened up), or as to the withholding by the Architect of any Certificate to which the Contractor may claim to be entitled, or as to the amount of any Certificate, final or otherwise, then either party shall forthwith give to the other notice of such dispute or difference, and such dispute or difference shall be and is hereby referred to the arbitration and final decision of a referee to be agreed upon between the Proprietor, or the Architect on his behalf, and the Builder, failing agreement as to a referee, then two arbitrators and umpire, one arbitrator to be a member of the Local Institute of Architects, and the other a member of the Local Master Builders' Association, and the umpire to be chosen by the two arbitrators in terms of the Arbitration Act of New South Wales, 1902, or any amendment thereof. Should either party give notice to the other party of any such question, dispute or difference, the said other party shall nominate a referee or arbitrator, as the case may be, within fourteen days from the receipt of such notice.

Variation of  
Contract sum

30.—(1.) Any variation in ruling rates as per schedule attached hereto and signed by the parties for labor, bricks, timber or other material forming an integral part of the building occurring between date of tendering and due date of completion, as hereafter defined, shall be added to or deducted from the amount of the Contract as the case may be, and shall be taken into account in the progress certificates of the Architect.

(2.) Separate Time Book or Time Sheets shall be kept for any such Contract from the commencement of the work. The Builder shall notify the Architect of any variation of the rates stated in the Schedule hereto arising by any Award of an Arbitration Court or by Industrial Agreement, and thereafter shall produce Time Book or Time Sheets for the Architect's weekly endorsement.

The Architect shall return such Time Book or Time Sheets within three days if found correct, if not correct the Architect shall notify the Builder within seven days. If not so notified it shall be assumed that the Time Book or Time Sheets are correct.

The Builder shall also notify the Architect of any variation of schedule rates for bricks, timber or other material or materials forming an integral part of the building comprised in Schedule and throughout the course of the works shall produce brick invoices weekly, and timber invoices monthly, and supply copies thereof to the Architect, and similarly shall produce invoices and supply copies of same for any other material or materials stated in schedule and in all cases the invoices shall be separate for the subject contract.

(3.) Where Tenderers have been supplied with Bills of Quantities, the quantities therein stated shall be accepted as the true quantity requisite for the completion of the work, subject only to an adjustment on account of authorised deductions from or additions to the works planned and specified.

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Where quantities do not apply, measurement shall be in accord with the usual Quantity Surveyors' practice, and in the event of parties being unable to agree as to measurement, the matter in dispute shall be submitted to a Quantity Surveyor selected by the Presidents of the respective bodies, whose decision shall be final and binding on parties.

The payment of the Quantity Surveyor's fees shall be adjusted proportionately between the parties by the Quantity Surveyor.

(4.) Variations in rates and prices occurring after due date of completion shall not be taken into consideration in the final adjustment of the contract. The due date for completion shall mean the date mentioned in the contract, subject to such allowances and to the terms and conditions which the Builder is entitled to under the Conditions of Contract.

(5.) If in the construction of the Conditions any conflict should arise between this Clause and any of the preceding Clauses, then this Clause shall prevail.