

Queensland Building and Construction Commission and Other Legislation Amendment Bill 2014

Amendments during consideration in detail to be moved by
The Honourable Minister for Housing and Public Works

1 Clause 36 (Replacement of pt 5 (The statutory insurance scheme))

Page 45, line 28, after ‘increase’—

insert—

by \$5000 or more

2 Clause 36 (Replacement of pt 5 (The statutory insurance scheme))

Page 46, line 20, after ‘increase’—

insert—

by \$5000 or more

3 Clause 36 (Replacement of pt 5 (The statutory insurance scheme))

Page 47, line 12, after ‘increase’—

insert—

by \$5000 or more

4 Clause 37 (Replacement of pt 6 (Rectification of building work))

Page 58, lines 18 to 24—

omit, insert—

71J Requests for rectification of building work or remediation of consequential damage

- (1) A consumer may ask the commission to give a direction to rectify building work the

consumer considers is defective or incomplete.

- (2) The owner or occupier of a residential property adjacent to a building site may ask the commission to give a direction to remedy any consequential damage to the property.
- (3) A person making a request under subsection (1) or (2) must give the commission—
 - (a) details of—
 - (i) for a request under subsection (1)—the building work the consumer considers is defective or incomplete; or
 - (ii) for a request under subsection (2)—the consequential damage to the property; and
 - (b) other details the commission reasonably requires to consider the request; and
 - (c) the fee prescribed by regulation.

5 Clause 38 (Insertion of new pt 6A)

Page 69, lines 13 and 15, ‘74F(4)’—

omit, insert—

74F(5)

6 Clause 60 (Insertion of new sch 1B)

Page 97, line 26, ‘level 2 regulated’—

omit, insert—

domestic building

7 Clause 60 (Insertion of new sch 1B)

Page 99, lines 29 to 32 and page 100, lines 1 to 25—

omit, insert—

practical completion, for a domestic building contract, means the day when the subject work is completed—

- (a) in compliance with the contract, including all plans and specifications for the work and all statutory requirements applying to the work; and
- (b) without any defects or omissions, other than minor defects or minor omissions that will not unreasonably affect occupation; and
- (c) if the building owner claims there are minor defects or minor omissions—the building contractor gives the building owner a defects document for the minor defects or minor omissions.

8 Clause 60 (Insertion of new sch 1B)

Page 102, lines 9 and 10—

omit, insert—

written form, for a regulated contract, means—

9 Clause 60 (Insertion of new sch 1B)

Page 102, lines 23 to 33 and page 103, lines 1 to 5—

omit, insert—

another person.

- (2) However, the *contract price* does not include an amount a person, other than the building contractor, is entitled to receive directly from the building owner for any of the following matters if

the matter for which it is payable relates to the carrying out of the subject work—

- (a) conveying services to the building site;
- (b) connecting or installing services for use at the building site;

Examples of services—

gas, electricity, telephone, water and sewerage

- (c) issuing a development approval or similar authorisation.

10 Clause 60 (Insertion of new sch 1B)

Page 112, lines 23 and 24—

omit, insert—

- (5) The contract has effect only if it complies with subsection (2).

11 Clause 60 (Insertion of new sch 1B)

Page 113, lines 29 to 35 and page 114, lines 1 to 14—

omit, insert—

- (4) If the contract price is fixed, it must be stated in a prominent position on the first page of the contract schedule.
- (5) If the contract price is not fixed, the method for calculating it, including any allowances, must be stated in the contract schedule.
- (6) If the contract price may be changed under a provision of the contract, the contract must also contain—
 - (a) a warning to that effect; and
 - (b) a brief explanation of the effect of the provision allowing change to the contract price.

- (7) The warning and explanation mentioned in subsection (6) must be in a prominent position on the first page of the contract schedule.

12 Clause 60 (Insertion of new sch 1B)

Page 114, line 15, '(9)'—

omit, insert—

(8)

13 Clause 60 (Insertion of new sch 1B)

Page 114, line 26, '(10)'—

omit, insert—

(9)

14 Clause 60 (Insertion of new sch 1B)

Page 114, lines 28 and 29—

omit, insert—

- (10) The contract has effect only if it complies with subsection (2).

15 Clause 60 (Insertion of new sch 1B)

Page 122, line 23, '2 years'—

omit, insert—

1 year

16 Clause 60 (Insertion of new sch 1B)

Page 123, lines 27 to 33—

omit, insert—

- (6) In proceedings for a breach of a statutory warranty, it is a defence for the defendant to prove that—
 - (a) the deficiencies of which the plaintiff complains arise from instructions given by the person for whom the work was done contrary to the written advice of the defendant or the person who did the work; or
 - (b) the defendant was not reasonably given access to rectify the deficiencies of which the plaintiff complains.

17 Clause 60 (Insertion of new sch 1B)

Page 125, after line 5—

insert—

- (3) However, subsection (2) does not apply if—
 - (a) the building contractor is not lawfully entitled to enter the land at the building site to obtain the foundations data before entering into the contract; and
 - (b) the contract guarantees that there will be no increase in the contract price because of the foundations data.

18 Clause 60 (Insertion of new sch 1B)

Page 125, line 6, '(3)'—

omit, insert—

(4)

19 Clause 60 (Insertion of new sch 1B)

Page 125, line 11, '(4)'—

omit, insert—

(5)

20 Clause 60 (Insertion of new sch 1B)

Page 125, line 18, '(5)'—

omit, insert—

(6)

21 Clause 60 (Insertion of new sch 1B)

Page 125, line 18, '(4)'—

omit, insert—

(5)

22 Clause 60 (Insertion of new sch 1B)

Page 125, line 21, '(6)'—

omit, insert—

(7)

23 Clause 60 (Insertion of new sch 1B)

Page 125, line 22, '(4)'—

omit, insert—

(5)

24 Clause 60 (Insertion of new sch 1B)

Page 125, line 26, '(7)'—

omit, insert—

(8)

25 Clause 60 (Insertion of new sch 1B)

Page 126, line 3, '(8)'—

omit, insert—

(9)

26 Clause 60 (Insertion of new sch 1B)

Page 126, line 3, '(7)'—

omit, insert—

(8)

27 Clause 60 (Insertion of new sch 1B)

Page 126, line 7, '(9)'—

omit, insert—

(10)

28 Clause 60 (Insertion of new sch 1B)

Page 133, after line 20—

insert—

repair includes an alteration, improvement or replacement that it is necessary or reasonable to carry out instead of effecting a repair.

repair contract means a regulated contract under which the subject work is composed of any 1 or more of the following—

- (a) the repair of a home;
- (b) work associated with the repair of a home;
- (c) the provision, for the repair of a home, of services or facilities to the home or the property on which the home is situated;
- (d) site work relating to work mentioned in paragraph (a), (b) or (c).

29 Clause 60 (Insertion of new sch 1B)

Page 134, lines 2 and 26, 'a written form'—

omit, insert—

writing

30 Clause 60 (Insertion of new sch 1B)

Page 136, lines 18 and 20, 'the delay'—

omit, insert—

the cause and extent of the delay

31 Clause 60 (Insertion of new sch 1B)

Page 136, lines 22 and 23—

omit, insert—

(d) the owner approves the claim in writing.

32 Clause 66 (Insertion of new pt 8, div 2A)

Page 147, line 17, '36.'—

omit, insert—

36;

33 Clause 66 (Insertion of new pt 8, div 2A)

Page 147, after line 17—

insert—

(g) section 94C, 94D or 94E.

34 Clause 66 (Insertion of new pt 8, div 2A)

Page 147, line 24—

omit, insert—

or has been confidential information—

35 Clause 66 (Insertion of new pt 8, div 2A)

Page 147, lines 31 to 32 and page 148, lines 1 to 2—

omit, insert—

- (2) The approved provider or employee must not disclose the information to anyone else.

36 Clause 66 (Insertion of new pt 8, div 2A)

Page 148, line 16—

omit, insert—

or has been information or a document—

37 Clause 66 (Insertion of new pt 8, div 2A)

Page 148, lines 23 and 24—

omit, insert—

document, to anyone else.

38 Clause 66 (Insertion of new pt 8, div 2A)

Page 149, line 21—

omit, insert—

or has been confidential information that must not be

39 Clause 66 (Insertion of new pt 8, div 2A)

Page 149, lines 24 to 27—

omit, insert—

- (2) The approved provider or employee must not disclose the information to anyone else.