

Pep talk!

The *mantra* this year will be, as it has been for numerous past years **...documentation! documentation! documentation!**

My sincere hope for all members this year is that you will have the confidence to 'stick up for themselves' and to administer your contract in the way that you want to administer it. Don't be *brow beaten* into accepting something that is not in your best interests.

Remember, the contract is your contract.

It contains the terms on which you will complete the work.

If the contract is to be varied, the terms on which it is to be varied (including the price!), are for you to decide.

When deciding whether to vary the contract, ask yourself... *'Is this in my best interests?'*

Don't be pressured to undertake building work that you don't want to do. Don't accept terms (including the price!), that are not favourable to you.

It is your contract.

It is your decision.

BUT... if you decide to vary the contract, then the obligation is on you to ensure that you comply with your obligations pursuant to the contract and the *Domestic Building Contracts Act 2000*.

Invariably when members come to me, they have allowed themselves to be 'persuaded' to do some building work or to accept a price or to vary their contract... so that they end up in a position of weakness or a position where your ability to perform the contract on your terms, is compromised.

Often this occurs because the Builder wants to be a good bloke or wants to do the right thing by his Owner... and so bends over backwards to be nice to the Owner or to accommodate the Owner's (often, unreasonable) expectations or requests.

Remember, you control the contract... you control the job.

You should not agree to vary the contract to build something that, for example, is contrary to good building practice. If you do, even if you were simply complying with the Owner's request, you will be held responsible... and don't expect any support from the Owner for whom you bent over backwards!

That is not to say that all requests to vary the work or the contract, are unreasonable. The majority of them are quite reasonable... but, before you agree to any variation, you must be satisfied that it is on your terms and in your best interests and that you are adequately compensated (... and paid!...) for it.

Given the extent of building work happening on the Coast at the moment and the years and years of experience of members, the circumstances where things 'come unstuck' are not common within the industry... but they are very common in the cases that come to my desk.

The best way for them to be solved, is for you, as well as being a good builder and forming a relationship with your Owner, to protect your contract and only agree to vary it if it is in your best interests and then, only on terms that are acceptable to you.

Happy New Year.

Regards,
Brendan