

Seller to Complete Works and Attend to Repairs Before Settlement

1. This Contract is subject to the Seller at his/her cost completing the following works (or carrying out the following repairs) ("Works") in the Property prior to Settlement Date:

Works

- a)
- b)
- c)
(Insert Works that the seller is to attend to)

The Seller shall ensure that all Works are done in a satisfactory and workmanlike manner by an appropriately qualified and/or licensed tradespeople.

2. Should the Seller fail to complete the Works in a satisfactory and workmanlike manner in accordance with clause 1, the applicable laws and requirements of the local authority affecting such Works by the Settlement Date, then the Buyer shall be entitled after Settlement Date to undertake the Works himself/herself/itself and charge the Seller for any costs and expenses incurred for completing the Works. Such liability incurred by the Buyer shall be deemed to be a debt payable by the Seller upon demand after notice of the same in writing has been delivered by the Buyer to the Seller and shall for the purposes of this Contract not be deemed to be damages.
3. To secure payment to the Buyer of any costs and expenses that may be incurred by the Buyer to complete the Works in the event of the Buyer undertaking the Works in accordance with clause 2 above, the Buyer shall be entitled at Settlement to retain the sum of \$
(insert agreed amount to be retained)
out of which, the cost of completing the Works shall be paid (and where the costs have already being paid by the Buyer, then the Buyer shall be reimbursed for the costs paid) without the further authority of the Seller, and the balance thereafter shall be paid to the Seller. This clause shall be deemed to survive the Settlement of this Contract.
4. Should there be any dispute that the Works have not been properly completed or in respect to application by the Buyer of funds retained in accordance with clause 3 above, that either party may refer that dispute to an expert nominated for the purpose by the President of the Queensland Law Society Inc who shall determine the matter as an expert and whose cost shall be borne equally between the Parties.

.....
Seller/s Signature

.....
Witness Signature

.....
Buyer/s Signature

.....
Witness Signature
