Contract variation

Variation no. _____ to the contract dated ___ / ___ / _____ · Victoria

BUILDER

Name

ABN (optional) | Registration no. (optional)

Address (optional)

Email | Phone (optional)

Person signing (optional)

OWNER

Name

ABN (optional)

Address (optional)

Email | Phone (optional)

Person signing (optional)

Project (optional) | Site address | Contract ref (optional)

THE VARIATION

Requested by ☐ the builder ☐ the owner ☐ an authority or a law

☐ It adjusts a prime cost item or provisional sum

Date of the request (optional)

WHAT CHANGES

WHY IT IS NEEDED · REQUIRED IN VIC WHEN THE BUILDER ASKS

Substantiation: attach the photos, quotes or drawings that back it, numbered as annexures.

PRICE

WORK ADDED (+) OR TAKEN OUT (–)	AMOUNT EX GST

WHEN THE CHANGE IN PRICE IS PAID

Never before the varied work starts.

TIME · REQUIRED IN VIC

☐ No change to the completion date

☐ Moves by ___ days, to __ / __ / _____

PERMITS AND APPROVALS · REQUIRED IN VIC

☐ No amended permit, approval or plans needed

☐ Needs: _____

Net change (ex GST)	$
Margin on the work added (optional)	$
GST 10%	$
Total change (inc GST)	$
Contract price before this variation	$
Revised contract price (inc GST)	$

VICTORIA — THE LAW THIS DOCUMENT FOLLOWS

Strike out the statements that don't apply.

When the builder asks, or a law or authority requires it. The builder gives this notice of a variation under section 37 of the Domestic Building Contracts Act 1995 (Vic). The builder must not give effect to the variation unless the owner gives a signed consent to it; the owner's signature on this document is that consent.

When the owner asks. The owner has asked for this variation, under section 38 of the Domestic Building Contracts Act 1995 (Vic). This document sets it out, with its effect on the work, the time and the contract price, for both parties to sign.

When it adjusts a prime cost item or provisional sum. This document records an adjustment of a prime cost item or provisional sum under the parties' building contract, for both parties to sign. Sections 37 and 38 of the Domestic Building Contracts Act 1995 (Vic) do not apply to contractual terms dealing with prime cost items or provisional sums (sections 37(5) and 38(8)).

This records an agreement between the parties under their own contract. VaryPro prepares the form; it is not a party to it and does not give legal advice.

SIGNED BY THE BUILDER

Signature

Name

Date (DD/MM/YYYY)

SIGNED BY THE OWNER

Signature

Name

Date (DD/MM/YYYY)