

Residential building contract

A plain-English contract for residential building work, with the sections NZ law requires for jobs of \$30,000 or more, and a checklist to confirm nothing mandatory is missing.

In New Zealand, residential building work worth \$30,000 or more (including GST) must have a written, dated contract that contains the content listed in regulation 6 of the Building (Residential Consumer Rights and Remedies) Regulations 2014 (Building Act 2004, sections 362F and 362G). Before the contract is signed the contractor must also give the client the official disclosure information and consumer checklist, in the exact forms prescribed on [building.govt.nz](https://www.building.govt.nz) (they cannot be reworded). Below \$30,000 a written contract is not required, but a client can ask for one, and a contractor must give the two official documents to any client who asks. This is general information, not legal advice. The legal references were checked against [legislation.govt.nz](https://www.legislation.govt.nz) on 9 October 2026; check [building.govt.nz](https://www.building.govt.nz) for later changes.

Contractor (legal name)		Client name(s)	
Physical address, postal address and address for notices		Physical address, postal address and address for notices	
Phone and email		Phone and email	
NZBN and Licensed Building Practitioner number(s)		Site address	
Contract date			
Building consent number (if issued)			

1. The work

The contractor will carry out the work described in the documents listed below, at the site address, to the NZ Building Code and the relevant NZ standards. If the documents conflict, the order of precedence is: this contract, the specification, the plans, the quote.

DOCUMENT	VERSION OR DATE	PREPARED BY
Plans		
Specification		
Quote or scope of works		
Engineering or other reports		

Materials and products to be used (if known)	
Who will carry out the work	
Who will supervise the work (if applicable)	
Who applies for the building consent and other approvals (client or contractor)	

2. Price

- ☐ Fixed price: \$_____ including GST, for the work in clause 1 and nothing else
- ☐ Charge-up: labour at \$[] per hour, materials and subcontractors at cost plus []% margin, with an estimate of \$[]
- ☐ Allowances and provisional sums are listed below; the difference between the allowance and the actual cost is charged or credited at cost

ALLOWANCE OR PROVISIONAL SUM FOR	AMOUNT ALLOWED (INCL GST)	HOW THE FINAL COST IS CONFIRMED

What the price does not include is listed in Schedule A. Anything not in clause 1 or Schedule A is a variation under clause 5.

3. Payment

STAGE	TRIGGER	AMOUNT OR % OF PRICE	DUE
Deposit	On signing		
Progress claim 1			
Progress claim 2			
Progress claim 3			
Practical completion	Walk-through done, defects listed		
Final payment	Defects fixed, documents handed over		

Each claim is a payment claim under the Construction Contracts Act 2002 and says so on its face. The client pays the claimed amount by the due date, or responds with a written payment schedule stating what they will pay and why, within [] working days (20 working days if nothing is stated). Retentions, if any: []% held until [], paid within [] days of that date. Number of payments: []. Payments are invoiced by [email / post], paid by [bank transfer], and receipted by the contractor [within __ working days]. Each payment claim comes with the outline of how to respond and the consequences of not responding, as the Act requires.

4. Dates

Estimated start date _____

Estimated completion date _____

Working days per week and site hours _____

The completion date moves by any delay outside the contractor's control: weather that stops work, consent or inspection delays, late client decisions or client-supplied items, material supply, or a variation. The contractor tells the client in writing within [5] working days of a delay starting, with the new estimated date.

5. Variations

Any change to the work in clause 1, whether asked for by the client or caused by something found on site, is priced and written up as a variation before the work is done, including any change to the completion date. Variations are

only started once the client has approved them in writing. A variation approval form is available in this library.

6. The client agrees to

- ☐ Give the contractor access to the site on the days and hours in clause 4
- ☐ Make decisions and selections by the dates the contractor asks for, in writing
- ☐ Apply for the building consent, unless the contract says the contractor does: [client / contractor]
- ☐ Pay council, consent, inspection and connection fees unless listed as included
- ☐ Supply any client-supplied materials on time and in good condition, and bear the cost of delay if they are late
- ☐ Keep the existing house and contents insured; the contractor insures the works and its own plant

7. The contractor agrees to

- ☐ Carry out the work with reasonable care and skill, to the Building Code and the consent
- ☐ Use Licensed Building Practitioners for restricted building work and supply records of work
- ☐ Meet the Health and Safety at Work Act on site, and tell the client what to keep clear of
- ☐ Hold public liability insurance of \$[___] and contract works insurance for the value of the works
- ☐ Be responsible for its subcontractors and their work
- ☐ Keep the site reasonably tidy and remove its rubbish
- ☐ Hand over consent sign-off, warranties, manuals and the code compliance certificate when it is issued
- ☐ On completion, give the client a copy of every current insurance policy covering the work, any guarantees or warranties for materials and services (and whether they transfer and how to claim), and the maintenance information needed to meet the Building Code or keep warranties valid

8. Defects

At practical completion the parties walk the site together and agree a defects list in writing. The contractor fixes the listed defects within [___] working days. For [12] months after practical completion the contractor fixes, at its cost, any defect in its work that the client reports in writing. This is in addition to the implied warranties in sections 362I to 362K of the Building Act 2004, which apply regardless of what this contract says.

9. Ending the contract early

Either party may end this contract if the other party breaches it and does not fix the breach within 10 working days of a written notice describing it, or if the other party becomes insolvent. The client pays for work done and materials ordered up to the end date; the contractor returns any deposit for work not done.

10. Disputes and notices

Both parties try to resolve a dispute by talking first, then by mediation if either asks for it. Either party may use adjudication under the Construction Contracts Act 2002 at any time. Claims up to \$30,000 may go to the Disputes Tribunal.

Notices under this contract are in writing and sent to the party's address for notices above; email counts if an email address is given there. A notice is treated as received [2] working days after posting, or on the next working day after emailing.

11. Signatures

The contractor has given the client, and the client has received, the official disclosure information and consumer checklist before signing this contract. Both parties sign and date below.

Client signature		Contractor signature	
Name		Name and position	
Date		Date	

What this contract does not include

If it is not written here or in clause 1, the client will assume it is included. Tick what applies and add your own.

- ☐ Council consent fees, inspection fees, and any consent-related drawings or engineering
- ☐ Removal of asbestos, contaminated soil, rock, or unforeseen ground conditions
- ☐ Connection fees for power, water, gas, wastewater or data
- ☐ Landscaping, driveways, fencing and retaining beyond what is listed in clause 1
- ☐ Items supplied by the client, including delivery, storage and installation unless listed
- ☐ Work on existing structures not shown in the plans
- ☐ Appliances, window coverings, light fittings and loose furniture unless listed
- ☐ Other:
- ☐ Other:

Mandatory contract checklist (residential building work of \$30,000 or more)

Confirm each item is in the signed contract. The list follows sections 362F and 362G of the Building Act 2004 and regulation 6(2) of the Building (Residential Consumer Rights and Remedies) Regulations 2014, checked on legislation.govt.nz on 9 October 2026. Check building.govt.nz for later amendments.

- ☐ In writing and dated
- ☐ Names of the parties
- ☐ For each party: physical address, postal address, address for notices, phone number(s) and email address
- ☐ Address or location description of the site
- ☐ Date(s) the contract was signed by both parties
- ☐ Description of the work, including materials and products (if known), who will carry it out, who will supervise it (if applicable), and which party obtains the building consents and other approvals
- ☐ Expected start date and expected completion date
- ☐ Contract price, or the method of calculating it
- ☐ Number of payments and, if more than one: the interval between them, the amount and due date of each, and how those are worked out
- ☐ How payments are invoiced, made and receipted
- ☐ How notices are given under the contract
- ☐ How variations are negotiated and agreed
- ☐ How possible delays are dealt with
- ☐ How defects are remedied, with a reference to the implied warranties in sections 362I to 362K of the Building Act
- ☐ Dispute resolution procedures
- ☐ Acknowledgement that the contractor supplied, and the client received, the disclosure information and checklist

Two separate duties sit outside the contract content. Before signing, give the client the prescribed disclosure information and consumer checklist, in the exact official forms from building.govt.nz. On completion, give the client the insurance policies, guarantees or warranties, and maintenance information required by section 362T and regulation 9.