



Construction disputes rarely begin with one major event. They usually develop through unclear contract terms, disputed variations, delayed payments, defective work or missed project deadlines. PCL Lawyers provides advice through its [building and construction lawyers Sydney](#) team to help builders, developers, contractors, subcontractors, consultants and property owners understand their rights before a disagreement becomes more expensive.

What Should Be Checked Before Signing a Construction Contract?

A construction contract should clearly identify the scope of work, price, payment stages, completion dates, extension-of-time procedures, variation requirements and termination rights. It should also explain who carries the risk for delays, site conditions, design changes and incomplete information.

Generic templates may not reflect the commercial realities of a particular project. Before signing, each party should understand notice periods, personal guarantees, liquidated damages, retention amounts and dispute resolution clauses. A contract review can identify terms that create unnecessary exposure and allow amendments to be negotiated before work begins.

How Should Variations Be Documented?

Variations are a common source of conflict because additional work may be requested

informally while the parties disagree later about price or responsibility. Every variation should be documented in accordance with the contract.

The written record should describe the changed work, explain its effect on cost and timing, and confirm who authorised it. Builders and contractors should avoid relying solely on site conversations, text messages or verbal approvals. Owners should also request clear pricing before approving substantial changes.

Accurate variation records can help establish what was agreed if a payment or delay dispute arises.

What Happens When a Progress Payment Is Disputed?

The Building and Construction Industry Security of Payment Act 1999 (NSW) gives people who perform construction work or supply related goods and services a statutory right to claim progress payments. Payment claims must satisfy formal requirements, including identifying the work and stating that the claim is made under the Act.

A respondent who does not intend to pay the full claimed amount generally needs to provide a payment schedule within the required timeframe. NSW guidance states that this is usually no later than 10 business days after receiving the claim, although the contract may require an earlier response. Missing the deadline can have serious consequences.

Legal advice should be obtained quickly because adjudication and enforcement processes involve strict procedural steps.

How Should Defective Work Be Managed?

Defect disputes require more than a list of complaints. The parties need to identify the contractual standard, the specific work said to be defective, the cause of the problem and the reasonable cost of rectification.

Photographs, inspection reports, plans, specifications, correspondence and expert evidence may all become important. Owners should give the builder a clear opportunity to inspect and respond where appropriate. Builders should document completed work, proposed repairs and any access difficulties.

At PCL, Sydney's building and construction lawyers can work with suitable building experts when technical evidence is required to define defects and assess rectification costs.

When Can a Construction Contract Be Terminated?

Termination is a serious step. A party that ends a contract without a valid contractual or legal basis may itself be accused of repudiation or breach.

Before issuing a termination notice, the party should check whether a breach has occurred, whether a notice to remedy is required and whether the contract allows time for the problem to be corrected. The wording, service method and timing of notices can affect whether termination is effective.

How Can PCL Lawyers Assist With a Construction Matter?

PCL Lawyers advises on contract reviews, payment claims, adjudication, defects, variations, delays, contractor disputes and contract termination. The firm can also represent clients in negotiation, mediation and formal proceedings when a dispute cannot be resolved commercially.

Contact the building and construction lawyers Sydney clients can rely on for advice tailored to the contract, project stage and desired outcome.