

SUBMISSION TO THE QUEENSLAND PRODUCTIVITY COMMISSION

A CALL TO STANDARDISE CONSTRUCTION CONTRACTING IN QUEENSLAND AND AUSTRALIA

25 August 2025

1. INTRODUCTION

- 1.1 Pinsent Masons (also referred to in this submission as 'we' or 'our') welcomes the opportunity to provide a submission to the Queensland Productivity Commission (**QPC**) on its interim report on the productivity of the construction industry released on 31 July 2025 (**Interim Report**).
- 1.2 As a global corporate law firm with offices across Australia that specialise particularly in advising on construction and infrastructure projects, we have been centrally involved in advising on projects in Queensland, and nationally, involving numerous State and Commonwealth government departments and the private sector. Through our involvement in construction tenders, contract preparation, advisory and disputes, we have consistently encountered fundamental issues relating to construction contracting that we believe are relevant to the productivity of Queensland's (and Australia's) construction sector.

2. EXECUTIVE SUMMARY

- 2.1 This submission responds to QPC's Interim Report, with a specific focus on supporting government and industry to standardise construction contracting across Queensland and nationally.¹
- 2.2 Standardising construction contracting, if done in the right way, is a critical and relatively low-cost reform that would contribute meaningfully to improving productivity, reducing bid costs and administrative burdens, improving access for small and medium enterprises, enhancing risk management and reducing contract inconsistencies, unnecessary complexity and disputes. The preference for standardisation is reflected by QPC's sentiment throughout the Interim Report and was also flagged by numerous stakeholders in the 'Initial Stakeholder Submissions'.² Our submission outlines:
- 2.2.1 the nature of the problems with the current construction contracting practices;
 - 2.2.2 the existing, broad industry consensus supporting standardised construction contracting;
 - 2.2.3 relevant perspectives from the Initial Stakeholder Submissions;

¹ See <https://qpc.qld.gov.au/docs/construction-productivity/Interim%20Report%20-%20Opportunities%20to%20improve%20productivity%20of%20the%20construction%20industry.pdf>, page 123. We refer in particular to QPC's call for submissions on standardisation: "The Commission would like to better understand whether the use of standard contracts can provide greater consistency across Queensland Government agencies and greater certainty for industry...".

² See, eg, Ibid Part A, Section 7.0.

2.2.4 the benefits of having standardised construction contracting; and

2.2.5 our proposed recommendations to QPC.

3. DEFINING THE PROBLEM

- 3.1 As QPC highlights in the Interim Report, Queensland's construction industry faces significant productivity challenges, including rising demand for construction services, labour and skill shortages, and declining output efficiency.³ These productivity challenges are not limited to Queensland's construction industry. All Australian states are facing similar challenges.⁴ A noteworthy contributor to these issues is the fragmented and inconsistent nature of construction contracting practices.
- 3.2 Currently, there is no standardised approach to building and construction contracting in Queensland, or nationally. This lack of harmonisation means that, in almost every case, regardless of the size or value of a project, a different construction contract approach is used.
- 3.3 Even if a "standard" template is adopted as the contract base (such as one based on the "AS" suite published by Standards Australia, or that seen more recently based on the UK headquartered New Engineering Contract (NEC) suite which is gaining popularity in some Australian markets), amendment and customisation is often extensive with the tendered contract having little resemblance to its original standard form.
- 3.4 In addition to the "AS" suite and NEC, there are numerous other standard forms produced and used in Queensland and nationally. The Australian Building Industry Contract (ABIC) suite⁵ and the forms published by Master Builders Australia and its (State-based) member associations⁶ are examples. Many public authorities and government bodies also have their own standard forms, often with little resemblance to each other and sometimes changing radically (and we would suggest, unnecessarily) for different projects.⁷
- 3.5 In our experience, no currently published and broadly accessible standard construction contract form in Queensland or Australia is fit for purpose or meets market needs. We do see limited exceptions in specific market segments, where a particular government or private body has sought to establish and maintain a standardised approach for its repeat procurements (e.g. a State roads body might procure all of its civil works using the one form). This in our view demonstrates the benefits of standardisation, highlighting the urgent need to standardise across all sectors and the broader industry.
- 3.6 The lack of a broadly used and accessible standard form that meets market needs compounds the problem, as users and their legal advisers feel compelled to make extensive amendments and modifications to bring the form in line with market norms (or to otherwise draft entirely bespoke, one-off contracts). In our view, there is no need to have such a wide variance of standard and bespoke construction contract forms that all substantively seek to achieve the same or very similar outcome.

³ See <https://qpc.qld.gov.au/docs/construction-productivity/Interim%20Report%20-%20Opportunities%20to%20improve%20productivity%20of%20the%20construction%20industry.pdf>, Summary, Section 2.0.

⁴ See, eg, <https://www.pc.gov.au/research/completed/housing-construction/housing-construction.pdf>; <https://www.ceda.com.au/researchandpolicies/research/workforce-skills/size-matters-why-construction-productivity-is-so-weak#:~:text=The%20Productivity%20Commission%20has%20found,and%20supporting%20a%20strong%20economy.>

⁵ Promulgated through a through a Joint Development Committee of Master Builders Australia Ltd and the Australian Institute of Architects (AIA). <https://masterbuilders.com.au/product-category/ablc-suite/?add-to-cart=1756>.

⁶ See, eg, <https://www.mbqlld.com.au/> for Queensland.

⁷ See, eg, <https://www.forgov.qld.gov.au/finance-procurement-and-travel/procurement/buy-for-queensland-government/buying-categories/building-construction-and-maintenance/bcm-contract-selection-management-and-advice/bcm-contracts-templates>; <https://www.defence.gov.au/business-industry/procurement/contracting-templates>; <https://www.buyingfor.vic.gov.au/construction-standard-form-contracts>; <https://www.info.buy.nsw.gov.au/resources/qc21>.

4. INDUSTRY CONSENSUS SUGGESTS STANDARDISATION IS THE WAY TO GO

4.1 Broad industry consensus supports standardisation in construction contracting.

4.2 For example, in the 2025 'Blueprint for the future', the National Construction Industry Forum (**NCIF**) recognised that inconsistent, unfair contracting practices are a major challenge for the industry.⁸ The NCIF:

4.2.1 proposes the creation of a "*modern suite of collaborative standard form contracts and subcontracts*";⁹

4.2.2 as part of a recommendation on procurement best practices, sets an immediate action for "*considering standardised clauses for government construction contracts*";¹⁰ and

4.2.3 sets an immediate action "*to explore modern/collaborative standard forms of industry contracts and options for greater use*".¹¹

4.3 The inclusion of multiple action items around standard contracts in the Blueprint – spanning immediate reforms and future work – indicates that NCIF members (who include major contractors, industry associations, unions and government) suggest broad consensus on this issue.

4.4 Other, recent Australian industry publications also demonstrating support for standardisation include:

4.4.1 Queensland Government Building Policy Framework – Growth and Renewal;¹²

4.4.2 Infrastructure NSW's Ten Point Commitment to the construction sector;¹³ and

4.4.3 Australian Constructors Association's Submission to Economic Reform Roundtable.¹⁴

⁸ See <https://www.dewr.gov.au/download/16952/draft-blueprint-future/40149/draft-blueprint-future/pdf>, page 9.

⁹ Ibid, Recommendation 1.7.

¹⁰ Ibid, Recommendation 3.1.

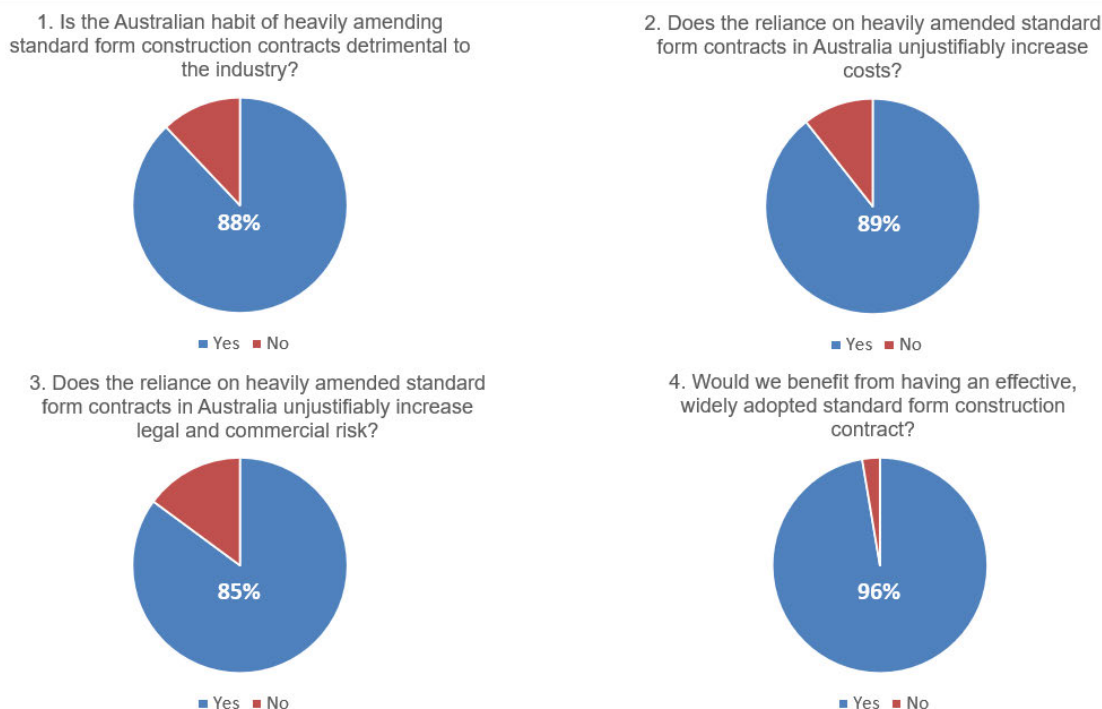
¹¹ Ibid, Recommendation 5.1.

¹² See https://www.housing.qld.gov.au/_data/assets/pdf_file/0013/20434/building-policy-framework.pdf, refer Policy Requirement 3.

¹³ See <https://www.infrastructure.nsw.gov.au/media/bg0npvoz/10-point-commitment-to-the-construction-industry-final-002.pdf>. See also <https://www.infrastructure.nsw.gov.au/news/principles-for-partnership-with-the-construction-industry/>.

¹⁴ See https://www.constructors.com.au/wp-content/uploads/2025/07/ACA-Submission_Economic-Reform-Roundtable_submitted.pdf. See also <https://www.constructors.com.au/aca-welcomes-release-of-landmark-blueprint-in-construction-industry/#:~:text=%E2%80%99Consistency%20has%20been%20sorely%20lacking,a%20price%20it%20can%20afford.%E2%80%9D>.

4.5 In 2025, we ran an Australian construction industry LinkedIn survey with over 200 responses, again indicating broad industry support for standardisation as shown below:



4.6 Based on this broad industry consensus and our own experience working on numerous construction projects in Queensland and nationally, we consider there exists a broad consensus for construction contract standardisation at a national level.

5. INITIAL STAKEHOLDER SUBMISSIONS SUPPORTING STANDARDISATION

5.1 There were 77 Initial Stakeholder Submissions made to QPC as part of the Interim Report. Of these, many stakeholders explicitly advocated for the standardisation and simplification of construction contracting. Some stakeholders also demonstrated support more broadly (or indirectly). The key themes of these Initial Stakeholder Submissions include standardisation and simplification of contracting, national consistency, better risk management, collaboration, fairness and innovation.

5.2 Australian Constructors Association (Submission S-039) ¹⁵

5.2.1 The Australian Constructors Association (ACA) stated that:

*"A significant challenge to the productivity of the construction sector is the variation in contract forms not only between jurisdictions, but within jurisdictions and even within a delivery agency. A vast amount of time and resources are devoted to understanding and managing the range of contracts used by different client. The use of consistent and fair contracting models that do not require significant legal intervention time after time will have a range of productivity and other benefits."*¹⁶

¹⁵ <https://qpc.qld.gov.au/docs/initial-stakeholder-submissions/S-039%20Australian%20Constructors%20Association.pdf>.

¹⁶ Ibid, page 20.

5.2.2 Notably, the ACA recommended:

“That Queensland adopt standard form contracts for the delivery of infrastructure with clear guidelines for when an agency may depart from the standard.”¹⁷

“That responsibility for procurement and contracting policy and rules sits with an agency that is responsible for the development and coordination of the infrastructure pipeline.”¹⁸

5.3 **Queensland Major Contractors Association (Submission S-066)¹⁹**

5.3.1 Similar to the ACA, the Queensland Major Contractors Association submitted that:

“There is now an increasing tendency to use heavily modified standard forms or revert to drafting bespoke contracts for individual projects. This has eroded the efficiency gains from standard forms and created more inefficiencies and disputes arising from their interpretation. Reverting to standard forms could save substantial costs and time.”²⁰

“The move to bespoke new contracts for many of the projects and/ or the ongoing changes and modifications made to standard contracts for each project adds costs, particularly as special consultants and lawyers have to be employed on both sides of the fence to manage these issues. This approach does not deliver better risk management and outcomes either.”²¹

5.4 **Project Legal (Submission S-060)²²**

5.4.1 Project Legal’s submission explicitly supports standardisation, particularly for lower value work:

“Queensland Government building contracts now seem to require onerous reporting requirements to meet state government policy objectives (e.g. training policies) which small contractors do not have the resources to meet. Government construction and procurement contracts need to be standardised (at both state and local government level) and simplified for small value work.”²³

5.5 **Consult Australia (Submission S-028)²⁴**

5.5.1 Consult Australia’s submission explicitly supports construction contract reform and calls for consistency across the use of standard form government contracts:

“Consult Australia would also be pleased to support a comprehensive review of government standard contracts to achieve greater consistency, improved risk allocation, collaboration and value for money outcomes.”²⁵

“Consult Australia would also be pleased to support a comprehensive review of government standard contracts to achieve greater consistency, improved risk allocation, collaboration and value for money outcomes.”²⁶

¹⁷ Ibid.

¹⁸ Ibid.

¹⁹ [qpc.qld.gov.au/docs/initial-stakeholder-submissions/S-066 Queensland Major Contractors Association.pdf](https://qpc.qld.gov.au/docs/initial-stakeholder-submissions/S-066%20Queensland%20Major%20Contractors%20Association.pdf).

²⁰ Ibid, page 27.

²¹ Ibid.

²² <https://qpc.qld.gov.au/docs/initial-stakeholder-submissions/S-060%20Project%20Legal.pdf>.

²³ Ibid, page 5.

²⁴ <https://qpc.qld.gov.au/docs/initial-stakeholder-submissions/S-028%20Consult%20Australia.pdf>.

²⁵ Ibid, page 9.

²⁶ Ibid, page 11.

5.6 Master Builders Queensland (Submission S-043)²⁷

- 5.6.1 While this submission did not directly advocate for standardised construction contracting, it raised concerns that contractual arrangements with the Queensland Government do not allocate risk in a way that is efficient, and that fairer contract terms are needed:

*“Standard industry contracts are placing too much risk on contractors, which cannot be adequately priced up front. Some tendering practices drive a ‘race to the bottom’ resulting in insufficient contingency, cash flow and profit. What is needed are fair and reasonable contract conditions.”*²⁸

*“...Government should lead by providing fair and reasonable contract terms, risk allocation, tendering processes and contract administration in Queensland Government contracts.”*²⁹

- 5.6.2 Further, Master Builders Queensland submitted that *“Queensland’s procurement framework can be strengthened by focusing on ... fit-for-purpose contract terms and procurement processes.”*³⁰
- 5.6.3 This is a clear push for uniformity and predictability in construction contract structures – hallmarks of standardisation.

5.7 UrbanTech Plus (Submission S-010)³¹

- 5.7.1 UrbanTech Plus’ submission, although focused on digitising project delivery, calls for contract reform to improve delivery efficiency. It links contract reform directly to productivity gains, suggesting that standardisation is essential for sector-wide efficiency:

*“Queensland’s current infrastructure and housing delivery contracts are built on legacy models such as AS2124, AS4000, or GC21. These frameworks are typically adversarial, reactive, and risk-heavy - leading to delays, inflated costs, and high compliance overheads. This structure actively undermines productivity by misaligning incentives and discouraging innovation.”*³²

*“For modular construction, offsite fabrication, or data-driven workflows to work efficiently at scale, Queensland requires a new class of procurement and contract models.”*³³

5.8 Australian Institute of Quantity Surveyors (Submission S-016)³⁴

- 5.8.1 The Australian Institute of Quantity Surveyors’ submission, although primarily focussing the impact of construction costs on the efficiency of Queensland’s construction industry, recommended *“fostering a more collaborative and less adversarial culture between stakeholders – particularly in contracting, procurement and risk management”*.³⁵
- 5.8.2 This recommendation implies support for the standardisation of construction contracting. Collaborative culture in contracting often requires clear, consistent, and shared frameworks – which is a hallmark of standardised contracts. Further, less adversarial relationships are typically achieved

²⁷ <https://qpc.qld.gov.au/docs/initial-stakeholder-submissions/S-043%20Master%20Builders%20Queensland.pdf>.

²⁸ Ibid, page 10.

²⁹ Ibid.

³⁰ Ibid.

³¹ <https://qpc.qld.gov.au/docs/initial-stakeholder-submissions/S-010%20UrbanTech%20Plus.pdf>.

³² Ibid, Addendum to Submission, paragraph 7.

³³ Ibid.

³⁴ <https://qpc.qld.gov.au/docs/initial-stakeholder-submissions/S-016%20Australian%20Institute%20of%20Quantity%20Surveyors.pdf>.

³⁵ Ibid, page 2.

through contracts that align incentives, reduce ambiguity, and promote early issue resolution – again, features of standardised contracting model.

5.9 BuildSkills Australia (Submission S-024)³⁶

5.9.1 BuildSkills Australia’s submission provides compelling support for the standardisation of construction contracts. It provides that “*adversarial contracting and low margins*”, “*project-based, bespoke delivery*” and “*fragmented and disintegrated industry*” are the major barriers to productivity growth in the industry.³⁷

5.9.2 This clearly identifies the problems that standardised frameworks aim to solve. By diagnosing these root causes, BuildSkills Australia implicitly supports a shift toward simple, consistent, performance-based contract models that enable better alignment, predictability, and productivity across the sector.

5.10 AMCA / NECA / NFIA (Submission S-047)³⁸

5.10.1 The Air Conditioning and Mechanical Contractors’ Association (AMCA), the National Fire Industry Association (NFIA) and the National Electrical and Communications Association (NECA) made a joint submission to the QPC. This submission focused on systemic issues affecting subcontractors, including commercial and regulatory inefficiencies.³⁹

5.10.2 Although this submission did not expressly call for standardised construction contracting, the submission implies a need for fairer and more consistent frameworks that could be addressed through, for instance, construction contract reform.⁴⁰

6. BENEFITS OF STANDARDISATION

6.1 Standardising construction contracts presents a significant opportunity to improve productivity across the construction industry, including in Queensland. Benefits include:

6.1.1 **Efficiency gains, reduced tender costs, faster procurement:** Standardised construction contracting will reduce administrative burdens and tender costs (especially legal and transactional costs) by streamlining tendering and contracting processes. When consistent clauses and formats are used across projects, parties will spend less time and money reviewing, interpreting, and negotiating bespoke or heavily modified agreements, reducing the cost and increasing the speed of construction procurement.

6.1.2 **Improved competitiveness:** Standardising construction contracts will enhance competitiveness in the industry by reducing the structural disadvantages faced by small and medium enterprises (SMEs) and those unfamiliar with the local approach. SMEs are often excluded from government procurement opportunities due to the complexity, inconsistency, and legal overhead associated with bespoke or heavily modified contracts. These firms may lack the in-house legal and administrative resources required to interpret and negotiate non-standard terms, which increases their cost of tendering and limits their ability to compete.⁴¹ Similarly, regional and international players may be

³⁶ <https://qpc.qld.gov.au/docs/initial-stakeholder-submissions/S-024%20BuildSkills%20Australia.pdf>.

³⁷ Ibid, page 14 – 15.

³⁸ <https://qpc.qld.gov.au/docs/initial-stakeholder-submissions/S-047%20Joint%20Submission%20-%20AMCA,%20NECA%20&%20NFIA.pdf>.

³⁹ Ibid, page 2–3.

⁴⁰ Ibid, page 8–9.

⁴¹ See <https://qpc.qld.gov.au/docs/construction-productivity/Interim%20Report%20-%20Opportunities%20to%20improve%20productivity%20of%20the%20construction%20industry.pdf>, page 127–128; <https://qpc.qld.gov.au/docs/initial-stakeholder-submissions/S-060%20Project%20Legal.pdf>. Consistent with the comments in the Interim Report, the growing use of non-standard contracts has led to increased tendering costs, with many contractors needing to engage legal consultants to review and interpret each contract individually. This disproportionately affects SMEs, particularly those in regional areas, who face additional barriers to

dissuaded by unfamiliar or bespoke contract terms when considering whether to invest in Queensland or other regional and global markets.

- 6.1.3 **Clearer risk allocation:** Standardisation supports clearer and more consistent risk allocation. By embedding common expectations and performance-based specifications, standardisation can reduce projects costs, reduce disputes and foster trust between parties.⁴²
- 6.1.4 **Greater transparency and predictability:** Transparency is enhanced when contract terms, obligations and expectations are clearly defined and consistently applied across projects and agencies. Predictability will also be improved when parties can anticipate the structure and content of contracts before tendering, enabling parties to prepare bids more confidently and efficiently, knowing that the terms will be consistent with previous engagements.
- 6.1.5 **Consistency across government agencies:** A significant benefit will be the ability to achieve greater consistency across government agencies. Currently, contractors working with different departments and agencies and across States often encounter varied contract formats, clauses, and procurement expectations – even for similar projects.⁴³ A suite of standardised contracts, maintained by an appropriately funded body responsible for updates and training, and applied consistently across government, would streamline procurement processes, reduce duplication and public procurement expenditure, and improve clarity and understanding for all parties.
- 6.1.6 **Consistency will support policy alignment:** Standardised contracts could support broader policy alignment. They can provide government agencies a platform for embedding shared objectives, such as ethical labour standards, sustainability requirements and safety protocols. This will ensure that government procurement reflects consistent values and expectations, regardless of which agency is managing the project.
- 6.1.7 **Greater opportunities to digitise:** A standardised approach to construction contracts increases the opportunities to digitise contracting, which can further improve efficiency. When construction contracts are bespoke or heavily modified, it is difficult to embed cost effective digital processes. For example, each variation may require custom integration, legal review, or manual workarounds, which undermines the efficiency gains that digital tools are designed to deliver. Standardised contracts, by contrast, provide a consistent foundation for integrating digital workflows. Standardisation directly addresses Reform Direction 4 – Improving Tendering and Contracting in the Interim Report, which seeks to address “*barriers to ‘digital by default’ approaches that would increase efficiency, facilitate information sharing and collaboration, and reduce risk*”.⁴⁴

- 6.2 These benefits align with stakeholder recommendations and the QPC’s own analysis, which suggests that standardisation is a practical and impactful reform that can unlock long-term productivity improvements across the construction sector. Our global construction sector experience, particularly in the UK (where two construction contract standards, NEC⁴⁵ and JCT⁴⁶, dominate the market), also supports this.

market entry and compliance. By contrast, standardised contracts – especially when tailored for small-value work – can reduce these burdens by providing clear, consistent terms that are easier to understand and apply.

⁴² See <https://www.pc.gov.au/inquiries/completed/infrastructure/report/infrastructure-volume1.pdf>. As referenced by the QPC in the Interim Report, this report suggests clearer risk allocation in contracting is needed to achieve greater productivity.

⁴³ See, eg, [qpc.qld.gov.au/docs/initial-stakeholder-submissions/S-066 Queensland Major Contractors Association.pdf](https://qpc.qld.gov.au/docs/initial-stakeholder-submissions/S-066%20Queensland%20Major%20Contractors%20Association.pdf). Stakeholders have experienced an increase in the use of bespoke or heavily modified standard forms for individual projects.

⁴⁴ See <https://qpc.qld.gov.au/docs/construction-productivity/Interim%20Report%20-%20Opportunities%20to%20improve%20productivity%20of%20the%20construction%20industry.pdf>, page 129. See, eg, <https://qpc.qld.gov.au/docs/initial-stakeholder-submissions/S-001%20Miscellaneous%20Comments.pdf>. Stakeholders expressed that by not adopting digital technologies, easy and immediate productivity gains are missed.

⁴⁵ <https://www.neccontract.com>.

⁴⁶ <https://www.jctltd.co.uk>.

7. RECOMMENDATIONS

7.1 We propose below a series of recommendations to improve construction productivity, focusing on standardising construction contracting. We emphasise that these recommendations apply both to Queensland and nationally, with coordination at a national level likely to bring about the greatest productivity gains.

7.2 Adopt a suite of standardised construction contracts

Queensland should develop and maintain a standardised suite of modern, plain-English construction contracts. With a view to minimising duplication and increasing standardisation in delivery, the suite of contracts should be drafted to reflect dominant market needs and commonly used procurement models (for example, fixed price, managing contractor, early contractor involvement and incentivised target cost models). The suite should be risk-allocation neutral, providing users with clear, balanced guidance and options to enable them to choose and negotiate an appropriate risk allocation. There must also be a clear policy for when a standard can be departed from, with departures from standard terms discouraged and limited to exceptional circumstances, with clear justifications required.

The longer-term benefits of greater standardisation across the Queensland Government's capital works program should be prioritised over the project-specific benefits that might be obtained by adjusting drafting and risk allocation to suit the preferences of individuals who prepare the contracts for a specific project.

7.3 Establish a new governance structure responsible for the development and enduring maintenance of the suite of standardised construction contracts, as well as industry training and education

An independent and impartial, not-for-profit body, jointly funded by government and industry, should be established to develop, maintain and update the suite of standardised construction contracts, as well as to educate and train key government and industry users on best practice.⁴⁷ The funding should be cost beneficial, as significant costs for the government and industry will be removed from the entire system through standardisation.

This new body will need to establish an independent editorial committee responsible for ongoing development of the suite consistent with an agreed editorial charter, with members of the editorial committee appointed, and the Charter ratified, by a Board comprising an appropriate mix of key government and industry stakeholders.

To avoid delays and deadlocks when developing and updating standards, the editorial committee should have a degree of editorial discretion (within the bounds of the approved editorial charter) without being forced to adopt a purely consensus-based approach that would serve only to impede the advancement towards standardisation and undermine the ability of the forms to remain relevant and able to meet market needs.

We strongly advise against a rush to standardise without getting this governance and funding structure right at the outset.

7.4 Ensure adoption of suite of standardised construction contracts

To ensure adoption of a new suite of standardised construction contracts, public funding of construction and infrastructure projects should be tied to the use of the new suite.⁴⁸ The suite should also be made freely

⁴⁷ See <https://qpc.qld.gov.au/docs/initial-stakeholder-submissions/S-039%20Australian%20Constructors%20Association.pdf>, page 20. The ACA suggests that a new agency responsible for procurement and contracting should be established.

⁴⁸ Once a new suite is adopted on government funded projects, we expect that private sector principals would follow due to demonstrated cost benefits and increased industry familiarity with the approach.

available to encourage broader market adoption, including by private sector procurers, and greater accessibility for smaller businesses.⁴⁹

7.5 **Commit to establishing a digital procurement and contracting platform**

The use of a new suite of standardised construction contracts could, once in place, be implemented via an end-to-end digital platform (using relatively low cost, existing software products) that allows users to generate tailored standard form construction contracts (or substantial parts of the contracts) quickly and efficiently.⁵⁰ The independent, not-for-profit body described at paragraph 7.3 should own the intellectual property in, and associated with, this platform and be responsible for maintaining and improving its operation.

7.6 **Commit to promoting national harmonisation**

While this is an opportunity for Queensland to lead the way here, Queensland should also engage with other States and Territories to work on aligning construction contract standards and supporting the development of a national framework for standardisation in public sector construction contracts.

8. **CONCLUDING REMARKS**

8.1 Standardising construction contracting is achievable, practical and urgently needed to improve productivity in the construction industry. We are not alone in holding this perspective – as outlined above, it is strongly supported by a broad industry consensus and a wide range of stakeholders.

8.2 By adopting the recommendations outlined in this submission, including the development of a new suite of standard construction contracts, the establishment of a new independent, not-for-profit governance body, and the promotion of national harmonisation, Queensland has the opportunity to lead a transformative shift in construction contracting. This reform will not only improve productivity but also foster a more inclusive, transparent, and digitally enabled industry.

8.3 We welcome the opportunity to provide further detail on any points outlined above. If you have any further queries, please contact our partner, [Adam Perl](#) [REDACTED]

⁴⁹ Freely accessible standard forms can prevent issues associated with licensed distribution of standards.

⁵⁰ Refer to paragraph 6.1.7 of this submission. Our recommendation for the establishment of a digital procurement and contracting platform directly addresses Reform Direction 4 – Improving Tendering and Contracting in the Interim Report.

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