

It is common that business practices surrounding renovation and construction projects are kept informal; after all, the reality is that small business owners and consumers will, generally, lack the formality and expertise of mega-contractors such as [Ellis-Don](#) and a provincial government when negotiating the building of highways or bridges.

Despite the differences in size and scope, for the most part, the same contract law principles that apply to the 'big boys' will also apply to the little guys. Additionally, when contractors are entering into future performance agreements with home owners, or other consumers, [consumer protection laws](#) via the *Consumer Protection Act, 2002*, [S.O. 2002, Chapter 30, Schedule A](#), will apply.

While change orders regarding alterations to the scope of work should always be clearly confirmed in writing, it is also prudent to ensure that all terms and conditions regarding the contractual relationship are also clearly shown in writing as is required per [s.24](#) of *O. Reg. 17/05* to the *Consumer Protection Act, 2002*. Unfortunately, many contractors neglect to identify special terms within the negotiations and contract documents and instead seek to impose special terms by showing the special terms only upon final invoices.