



T&T Corporation Pty Ltd
ABN 98 103 883 558
t/a Townsend Building Services
1/71 Jijaws Street, Sumner 4074

Phone: (07) 3376 3030
Fax: 1300 827 329
Email: brisbane@tbs.com.au

~~MARY HAZLEHURST~~
36 ALLANADALE CT,
FORESTDALE QLD 4118

Job No: B64992Q
Date: 13 April 2021
Claim Number: HH04801263

Dear ~~MARY HAZLEHURST~~,
We have pleasure in providing you with our scope of works for repairs at 36 ALLANADALE CT,
FORESTDALE for your approval.

SCOPE OF WORKS

	DESCRIPTION	UNIT	QTY
PRELIMINARIES			
A3	Remove all building waste from site and dispose of	Item	1
A4	INSURANCE - Home Warranty	Allow	1
ROOF			
B5	Allow for safety harnesses to facilitate roof repairs	Item	1
B8	Remove, dispose damaged roof tiles & supply, install & reposition new roof tiles matching original as near as possible - approximately	Item	40
B11	Check, test and report on Solar system	Item	1
B21	Repair sarking where damaged (small repairs) - approximately	Item	1
B22	Remove damaged clear roof tile and supply and fit with new matching existing as near as possible	Item	1



A family
owned
Australian
business

Builder's Licences: QLD: 1028031
NSW: 187070C

SA: BLD 276967
WA: BC101401

VIC: CDB-U 59131 CCB-L 59130

NOTE:

No allowance has been made to move or store any furniture or personal items.

No allowance has been made to identify or work with any asbestos or lead based paint products.

Please Note: All colours, design and material to match as close as possible, subject to availability. We have allowed to install the replacement tiles to an elevation of the roof that cannot be seen from the front of the property. If painting is required a variation will be submitted.

No allowance has been made for preparation to existing painted surfaces that may have underlying adhesion problems due to previous poorly prepared surfaces, resulting in flaking or crazing of new paint work

No allowance has been made to repair related hidden or concealed damage or mould revealed during repair or removal of damaged components. As such damage cannot be foreseen, if detected, a variation for repair will be submitted.

No allowance has been made in our quote to upgrade the roof tie downs, insulation blanket, sarking, battens, thermal requirements, any upgrades to meet BAL and AS3959 fire prevention or upgrade of storm water system (if during the repair it is identified the tie downs and / or battens require upgrading or site is classified as a designated bushfire prone area or storm water requires upgrade, a variation will be submitted).

All colours, design and material to match as close as possible, subject to availability.

GENERAL

All works will be carried out by licensed tradesmen approved by Townsend Building Services and the site will be clean and tidy upon completion.

Please sign below to indicate your acceptance of the scope of works as outlined above and return the signed form to our office.

Signature: _____ (Please sign)

Name: _____ (Please print)

Date: _____

Disclaimer: Townsend Building Services will try to match colours, designs and materials as closely as possible to originals but will not be held responsible for any differences due to non-availability.



DOMESTIC BUILDING CONTRACT

FOR INSURANCE REPAIRS

CONTRACTOR

T & T Corporation Pty Ltd

Trading as Townsend Building Services

1/71 Jijaws Street, Sumner 4074

TELEPHONE: (07) 3376 3030

FAX: 1300 827 329

EMAIL: brisbane@tbs.com.au

ABN:98 103 883 558 ACN:103 883 558

CONTRACTORS BUILDERS LICENCE

VIC CDB-U 59131 CCB-L 59130

NSW 187070C

ACT 2020270

QLD 1028 031

SA BLD 276967

WA BC101401

HOME WARRANTY INSURANCE PROVIDER

SA, WA VIC

NSW ACT: Master Builders QLD Insurance Services

QLD: Queensland Building and Construction Commission

THE OWNER

Name: ~~MARY HAZLEHURST~~

Address: 36 ALLANADALE CT
FORESTDALE QLD 4118

Telephone: 07-3800-8894

Telephone:

Mobile: 0402062830

SITE ADDRESS OF CONSTRUCTION WORK

Owner Occupied YES / NO

Address: 36 ALLANADALE CT

FORESTDALE QLD 4118

LOT NO* _____ REG. PLAN NO* _____

(please fill in your Lot No and Registered Plan No, required to obtain home warranty insurance)

* This information can be obtained from the properties rates notice.

COOLING OFF PERIOD

The owner may end this contract within five clear business days after the receipt of a signed copy of the contract by giving written notice to the contractor (see Condition 18).

If withdrawing from the contract under this condition the owner must pay the contractor \$100, plus any reasonable expenses incurred prior to notice being given.

The cooling off period does not apply if there has been a previous contract on similar terms for the same works, or the owner has received legal advice prior to signing this contract.

DATE OF COMMENCEMENT & COMPLETION

Contract works will commence as soon as possible after the receipt of this signed Domestic Building Contract, and the completion of any maintenance required by the owner, and the payment of any policy excess required.

Estimated Completion Period 10 weeks

DESCRIPTION OF THE CONTRACT WORK

Refer to scope of works in attached quotation no.: **B64992Q**

Other documents such as plans, specifications, quotations etc. should be signed by both parties, dated and attached.

PAYMENT TERMS

Insurance Policy Excess

\$325.76

Balance on completion

\$11,384.34

Contract Price (inc GST)

\$11,710.10

The balance of the contract sum is payable on completion as per your Insurance Company's instructions for claim # HH04801263 (see Condition 3)

Warning: The contract price may vary in accordance with the contract conditions regarding variations, prime cost items and provisional allowances.

ACCEPTANCE OF CONTRACT

OWNER

Signature

Name (print)

Date

CONTRACTOR

Signature

Name (print)

Date

Brendon Taylor

23/01/2021

Terms & Conditions

1. INSURANCE CLAIMS

Where the contract relates to an approved insurance claim:

- The scope of any repair is governed by the Insurance Company and the insurance policy the claim relates to.
- The Insurance Company will act as an agent on behalf of the owner to authorise any variation to the scope of work relating to the approved insurance claim.
- Unless otherwise instructed by the Insurance Company the contractor shall match materials to existing where possible, otherwise an equivalent quality item or material will be selected.
- the contractor may be instructed by the Insurance Company to collect any policy excess relating to that claim prior to work commencing. Debit card, Mastercard & Visa card payments are accepted up to \$1,000.

2. PLANS AND SPECIFICATIONS

All plans and specifications for work to be done under this contract, including variations to those plans and specifications are taken to form part of this contract.

Any agreement to vary this contract, or to vary the plans and specifications for work to be done under this contract, shall be in writing.

3. CONTRACT PRICE AND PAYMENT

The contract price includes all matters (inc GST) that could reasonably be expected as necessary for the completion of the work.

The contract price, less any excess paid, is due on satisfactory completion of the work. The work will be complete when it is finished in accordance with this contract, free of apparent defects and all rubbish and surplus material removed from the site.

Where the contract relates to an approved insurance claim and the policy allows, the balance of the contract price, or part thereof, may be payable directly to the contractor on the owner's behalf by the Insurance Company underwriting the claim. Where this is not the case the owner is responsible for the balance of the contract price. This amount will be payable within 5 business days of receipt of written notice from the contractor.

Interest will be charged on overdue payments at a rate of 2% per month compounding.

4. STATUTORY WARRANTIES

The following statutory warranties apply:

- Materials supplied will be suitable for the purpose, and new unless stated otherwise in the contract.
- Contract works will be compliant with all relevant laws and building codes, and carried out with reasonable care in an appropriate and skillful manner in accordance with any plans or specifications which form part of this contract.
- The work will be done with due diligence and within the time stated, or if no time is stated then within a reasonable time.
- The work will be reasonably fit for its intended purpose on completion.
- Any provisional sums included have been calculated with reasonable care and skill, having regard to all the information reasonably available when the contract was entered into.

5. APPROVALS

If the approval of the local council or other statutory authority is required to carry out the work and that approval has not been sought at the date of this contract, the contractor must apply for and pay all fees for such approval. If any approval required is not obtained within 60 business days from the date of this contract, either party may terminate the contract by notice in writing. If the contract is terminated in accordance with this clause the contractor is entitled to be paid all reasonable costs associated with applying for approval.

6. TIME FOR COMPLETION

The contractor shall be entitled to a reasonable extension of time in the event of delays to the work where the cause of the delay is beyond the **contractor's** control including but not limited to, inclement weather, industrial disputes or variations to the work. The **contractor** must take all reasonable steps to minimise any delay to the work.

7. VARIATIONS

The scope of work pertaining to the approved insurance claim, including materials, may be varied by agreement in writing between the contractor and the Insurance Company acting on behalf of the owner. Where applicable any adjustment to the contract price will be added to, or deducted from the cost of the insurance claim.

Where the variation relates to additional work which is outside of the scope of the approved insurance claim, a separate scope of works, price and trading terms will be agreed in writing by the owner and the contractor. This amount will be payable by the owner to the contractor in accordance with the agreed trading terms.

8. PRIME COST & PROVISIONAL SUM

The contract price may include items for which a definite price is not known. If this applies, a prime cost or provisional sum may be nominated which represents the upper limit the Insurance Company will approve in relation to the item or works described. The owner can negotiate the selection of materials or works above these limits by signing a Customer Consent form provided by the contractor and accepting responsibility for any additional costs. Costs for materials over and above the allowed limit may be payable in advance.

9. INDEMNITY IN FAVOUR OF THE OWNER

The **contractor** shall indemnify the **owner** against any loss or liability for property damage, personal injury or death arising out of the work under this Contract except to the extent that the owner, or the owner's representative contributed to the loss or liability.

10. DAMAGE TO PROPERTY

The contractor will make good any loss or damage to the work or the property caused by the contractor or the contractor's employees, agents or sub-contractors.

The owner will remove any furniture or personal goods from the vicinity of the work to minimise the risk of damage. Where the contractor is required to relocate any items on the owner's behalf, the contractor shall exercise due care, but accepts no responsibility for any resultant damage caused by the relocating of these items.

11. ACCESS FOR CONTRACTORS

The owner will provide access for the contractor and any employee or subcontractor of the contractor to carry out the work as required during the work hours allowed by relevant statutory authorities. The owner will remove any personal property likely to impede the work.

12. CLEANING UP

On completion of the work, the contractor will remove from the site all plant and equipment and dispose of all rubbish, excavated material, vegetation, demolished or dismantled structures and surplus material relating to the work. All demolished, dismantled and surplus material will be the property of the contractor unless otherwise specified in the description of the work.

13. MAINTENANCE WORKS REQUIRED

Where maintenance work is required to be completed prior to the commencement of the contract works (eg roof repairs, plumbing modifications etc) the owner is responsible for completion of those works.

14. CONTRACTOR TO EFFECT INSURANCES

The contractor will effect and maintain the following insurances:

- Public liability insurance to cover liabilities to third parties for death or personal injury or damage to property for an amount not less than \$20 million.
- Employers liability and workers compensation insurance to cover any employees,
- property damage insurance for the work (including work in progress and materials) for the full reinstatement and replacement cost, and
- Home warranty insurance (where contract work is eligible).

15. OWNER TO EFFECT INSURANCES

If the contract work comprises alteration, addition to, or repair of an existing structure, then the **owner** shall effect and maintain during this Contract, House and Contents Insurance upon usual and reasonable terms for the existing structure and its contents. Evidence of such insurance shall be provided to the **contractor** if requested.

16. DEFECTS AFTER COMPLETION

The **contractor** shall make good defects or omissions in the work under this contract, which become apparent within the specified timeframe of the **Date of Completion** in accordance with the relevant state legislation.

If there are any such defects or omissions, the owner shall give the contractor written notice to make good such defects or omissions and shall give the contractor reasonable access for that purpose.

The contractor must promptly make good the work or materials at the contractor's own expense.

17. DISPUTE RESOLUTION

If the owner or contractor considers a dispute has arisen in relation to any matter covered by this contract, that party must promptly give the other party written notice of the items of dispute. The parties may confer with a mutually agreed third party to assist to resolve the dispute by mediation. If the dispute cannot be resolved the owner may notify the Queensland Building Tribunal, the NSW Department of Fair Trading or Building Advice and Conciliation Victoria (BACV) as appropriate for assistance to resolve the dispute. The home warranty insurer should be notified of any dispute which may be a prospective claim on the insurer.

18. GIVING OF NOTICES

Any written notice required to be given under the contract or under the cooling off provisions under the NSW Home Building Act 1989, QLD Domestic Building Contracts Act 2000 or VIC Domestic Building Contracts Act 1995 may be served by:

- a) giving it to the party personally.
- b) leaving it at the party's address shown in the contract with a person who appears to be at least 16 years old
- c) Sending it by registered post to the party's address shown in the contract.

19. TERMINATION

If the contractor becomes bankrupt or goes into liquidation, administration or is otherwise without full capacity; fails to complete the work within the completion time period, or if no completion period is agreed, within a reasonable time; fails to remedy defective work or replace faulty or unsuitable materials then the owner may, where such default can be remedied, issue a written notice requiring the contractor to remedy the default within 10 business days or other reasonable period as agreed, or if not capable of being remedied, the owner may terminate the contract by written notice to the contractor.

If the owner fails to make payment due under the contract or denies access to the site the contractor to prevent the work from proceeding, the contractor may issue a written notice requiring the owner to remedy the default within 10 business days of receipt of the notice by the owner. If the default is not remedied, the contractor may terminate the contract by written notice to the owner.



T&T Corporation Pty Ltd
ABN 98 103 883 558
t/a Townsend Building Services
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Email: brisbane@tbs.com.au

TAX INVOICE

ATT: ~~MARY HAZLEHURST~~
36 ALLANADALE CT,
FORESTDALE QLD 4118

Invoice #: B64992XS
Date: 22/01/2021
Insurer: RACQ INSURANCE LIMITED
Claim/Policy No: HH04801263

Description	Amount (inc GST)
POLICY EXCESS FOR REPAIRS TO THE PROPERTY 36 ALLANADALE CT, FORESTDALE, QLD, 4118.	\$325.76
PAYMENT OF YOUR EXCESS Cheque or Money Order: Payable to 'Townsend Building Services' Credit Card (VISA or MasterCard): Call our Central Accounts Department 07 5587 0270. <i>Credit card payments will incur a surcharge of 2.5% on payments over \$1,500 (Maximum Payment Limit of \$5,000)</i> Direct Deposit Details : Townsend Building Services BSB: 034 215 A/C:598 869. Bank: Westpac Bank Payment Reference: B64992XS Remit to: central.accounts@tbs.com.au 2/85 West Burleigh Road, Burleigh Heads 4220	
GST	\$29.61
Total Inc GST	\$325.76

For all enquires related to your claim please contact your local branch as detailed above.



A family
owned
Australian
business

Builder's Licences: QLD: 1028031
NSW: 187070C

SA: BLD 276967
WA: BC101401

VIC: CDB-U 59131 CCB-L 59130
ACT: 2020270

T & T CORPORATION PTY LTD
2 / 85 West Burleigh Rd
Burleigh Heads QLD 4220

Your construction work is now covered by the Queensland Home Warranty Scheme

How does it work?

The Queensland Home Warranty Scheme is a compulsory statutory insurance scheme for residential construction work carried out in Queensland.

Contractors are required to collect the premium from the homeowner and pay it to the QBCC.

Homeowners may be entitled to up to \$200,000 in compensation if the contractor fails to rectify defects or complete the contracted works.

HOMEOWNERS –

What you should do now

1. Check your Notice of Cover (attached)
Call us on 13 93 33 if any details are incorrect
2. Know what you are covered for and for how long
Full terms of cover can be found here:
 <http://qbcc.build/termscover01Sept2018>
3. Comply with your contract conditions
Failure to do so may impact your ability to claim and may result in civil action by your contractor.

Is additional coverage right for you?

You may, if you want to, decide to take out additional cover from QBCC which will increase the maximum amount payable in the event of a claim to \$300,000.

Important: if you decide to take out additional cover, then you must do so within 30 business days of entering the contract, or prior to the work starting (whichever is earlier).

Learn more here:  <http://qbcc.build/addcover> or  13 93 33

CONTRACTORS –

What you should do now

1. Check the Notice of Cover (attached)
Call us on 13 93 33 if any details are incorrect
2. Comply with your contract conditions
Failure to do so may result in a claim or civil action by the owner
3. Use this Notice of Cover to get any necessary development approval for the works.

Are you protecting yourself?

Know your responsibilities and that QBCC may recover the cost of any claim from you.

Learn more here:  <http://qbcc.build/getinformedHWI>



Shane Wilson
Director
Insurance Services

Questions?  13 93 33

 <http://qbcc.build/yourcoverPD1>



NOTICE OF COVER QUEENSLAND HOME WARRANTY SCHEME

Subject to the limitations and exclusions expressed in schedule 6 QBCC Regulation 2018

COVER COMMENCEMENT DATE	25 January 2021
NOTIFICATION NUMBER	014218809
THE LAND	Address: 36 ALLANADALE CT FORESTDALE Real Property Description: Lot 506 On RP 199092
THE CONTRACTOR	Name: T & T CORPORATION PTY LTD Address: 2 / 85 West Burleigh Rd Burleigh Heads QLD 4220 Licence No.: 1028031 Licence Class: Builder - Low Rise
The Insured Residential Construction Work	
Type of Work	Description of Work
Reno/Alter/Add/Repair/Extension	Other
Reno/Alter/Add/Repair/Extension	Pergola
Reno/Alter/Add/Repair/Extension	Roof Replacement & Repair
Reno/Alter/Add/Repair/Extension	Shed
Insurable Value:	\$11,710.10
Premium Paid:	\$272.00
OPTIONAL ADDITIONAL COVER	No

NOTE:

This Notice is issued in respect of Residential Construction Work as described in the Queensland Building and Construction Commission Act 1991 and confirms for the assessment manager or compliance assessor that the appropriate insurance premium has been paid as required by section 68E of the Act. These particulars are current at the date of issue but may change subsequent to that date.

IMPORTANT INFORMATION:

Ensure you obtain and keep the following documents in case you need to make an insurance claim at any time within the 6 year 6 month insurance period:

- A complete copy of the contract, signed by all parties
- All contract variations, in writing and signed by all parties to the contract
- A copy of the building specification and approved building plans
- Receipts or other evidence of all payments made to the builder.

NOTE THE FOLLOWING EXCLUSIONS AND LIMITATIONS:

- Duplex – if the duplex is not completed by the contractor, any claim for completion, including defects in the incomplete work, is limited to \$200,000.
- Three or more living units - a person who enters into 1 or more contracts to build 3 or more living units is not entitled to assistance. Subsequent purchasers of a unit are entitled to assistance.
- Construction Management or Cost-Plus contracts – where these types of contracts have been used there is no entitlement to make a claim to complete incomplete works. There is cover for defects.

Variation For Patio

Variation (1)

ENData		Site Report	
Builders Details			
Company Name	Townsend Building Services	Builders Reference No	B64992Q-V1
Quote Total (inc GST):	\$7,071.15	Completion Weeks	6

Scope							
Room	Trade	Description of Works	Unit	Qty	Rate	Markup	Total (ex GST)

PERGOLA AREA - 18 sqm	Carpenter	Includes Labour and Material to Remove damaged shade cloth to pergola and supply and fit with new matching original materials as near as possible 18 sqm					
		Labour	sqm	18	\$53.57	20.00 %	\$1,157.11
PATIO - 20 sqm	Scaffold	Includes Labour and Material to Supply and erect platform scaffold to facilitate repairs safely - approximately 60 sqm					
		Labour	sqm	60	\$42.00	20.00 %	\$3,024.00
	Roofer - Metal	Includes Labour and Material to Remove damaged polycarbonate roof sheeting (Corrogated) and supply and fit with new including screws – approximately 20 sqm					
		Labour	sqm	20	\$65.00	20.00 %	\$1,560.00
SHED -	Roofer - Tile	Allow for safety harnesses to facilitate roof repairs					
		Labour	Hrs	0.99	\$60.00	20.00 %	\$71.28
	Roofer - Metal	Material	Item	1	\$238.23	20.00 %	\$285.87
		Includes Labour and Material to Remove damaged roof sheeting and supply and install with new .42mm (Zinc) (Trimdeck) roofing including associated flashings - approximately 5 sqm					
		Labour	sqm	5	\$55.00	20.00 %	\$330.00

Clauses

NOTE:

All colours, design and material to match as close as possible, subject to availability.

No allowance has been made to identify or work with any asbestos or lead based paint products.

No allowance has been made to move or store any furniture or personal items.

No allowance has been made in our quote to upgrade the roof tie downs, insulation blanket, sarking, battens, any upgrades to meet BAL and AS3959 fire prevention or upgrade of storm water system (if during the repair it is identified the tie downs and / or battens require upgrading or site is classified as a designated bushfire prone area or storm water requires upgrade, a variation will be submitted).

No allowance has been made to repair related hidden or concealed damage or mould revealed during repair or removal of damaged components. As such damage cannot be foreseen, if detected, a variation for repair will be submitted.

This is a negative variation, due to concerns with the existing roofing materials we recommend a cash settlement for these items.

page 2 of 2

Variation 2 - Waste Removal

ENData		Site Report	
Builders Details			
Company Name	Townsend Building Services	Builders Reference No	B64992Q-V2
Quote Total (inc GST):	\$751.15	Completion Weeks	6

Scope							
Room	Trade	Description of Works	Unit	Qty	Rate	Markup	Total (ex GST)

ADDITIONAL WORKS NOT IN ORIGINAL SCOPE

PRELIMINARIES -	Home Warranty	INSURANCE - Home Warranty					
		Material	Allow	1	\$130.00	0.00 %	\$130.00
	Site Bins\Waste	Remove all building waste from site and dispose of					
		Material	Item	1	\$160.72	20.00 %	\$192.86
	Supervision	Works will be managed by an experienced supervisor					
		Labour	Hrs	4.00	\$75.00	20.00 %	\$360.00

Clauses

Christine Muter

From: TBS Admin
Sent: Tuesday, 13 April 2021 3:48 PM
To: Supervisor Support
Subject: B64992Q - FW: Communication event for Job Reference Number HH04801263 from Insurance Company

Categories: ZZ Christine

Hi team, please be advised Variation 1 and Variation 2 have been approved. Please provide us with a further update on the repairs remaining and the tentative schedule. Thank you.

Transaction Date: 13/04/2021 11:00:49 AM

Insurance Company: RACQ - 13 72 02

Kind Regards,
ENData Team

Louisa Riggs

Office Administrator
Administrative Services & Support

T & T Corporation T/A Townsend Building Services

P 1300 TBS TEL (1300 827 835) | **F** 1300 TBS FAX (1300 827 329)
A Level 1, 2/85 West Burleigh Rd, Burleigh Heads, QLD 4220

Confidentiality Notice

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