

RESILIENT HOMES PTY LTD

2020 INCLUSIONS

Date:	25/02/2020
Client's name: John and Janine COUSINS	
Sales Consultant:	
Job Address: Lot 1 New Building Street, North Lakes QLD 4509	
House Type & Size: Low Set Single Skin Masonry 312m2	
Base Price:	\$580,000.00
Upgrades:	\$85,000.00
TOTAL PRICE INCLUDING UPGRADES:	\$665,000.00

Pre-Construction	INCLUDED ?
1 Build time from Concrete slab:	23 Weeks
2 Fixed Price HIA QLD New Home QC1 Contract	✓
3 Complete Engineering (concrete slab designed and inspected by a Structural Engineer)	✓
4 Standard Council fees, plumbing approval fees (excluding HSTP) & Insurance fees (QBCC Insurance, Qleave Insurance & Public Liability Insurance)	✓
5 All Building approval fees (except exclusions listed such as acoustic, bushfire, HSTP etc)	✓
6 Independent Soil Test & Contour Survey	✓
7 Underground power connection (not including provider connection fee), connection to existing sewer house point, stormwater connection to street outlet and connection to existing water meter to up to 800sqm block and up to 6m house setback	✓
8 Colour selection	✓

General & Structural	
9 Complete termite protection: Kordon™ to slab penetrations and Camilleri™ reticulation chemical system to perimeter	✓
10 Standard Cut & Fill house pad (maximum crossfall 400mm)	✓
11 Erosion control silt fence as per Council requirements	✓
12 Driveway crossover during construction to comply with Council regulations	✓
13 H1 Soil allowance & N2 (W33) Wind Classification (no piercing allowance to slab U.N.O.)	✓
14 Waffle pod, Steel reinforced concrete slab as per Engineer's specifications	✓
15 Zero boundary garage wall allowance up to 400mm fall	✓
16 TRUECORE™ Steel Frame and Trusses	✓
17 50 Year Warranty on TRUECORE™ Steel (T&Cs apply)	✓
18 Third party Frame quality control	✓
19 Site skip bins & regular site clean ups	✓
20 25 Years Structural Warranty (T&Cs apply) & 12 Month Maintenance Warranty	✓

Internal Features	
21 2590mm high ceilings throughout (single storey homes only and ground floor of double storey)	✓
22 10mm plasterboard to all internal walls & ceilings	✓
23 Water Resistant Plaster to wet area walls	✓
24 90mm cove cornice (excluding porch & patios)	✓
25 66 x 11 splayed skirting (primed FJ pine)	✓
26 42 x 11 splayed architrave (primed FJ pine)	✓
27 Mirror sliding doors to bedroom robes (2100H approx, white frame)	✓
28 White sliding doors to linen (2100H approx, white frame)	✓
29 4 x whiteboard shelves to linen and pantry (450mm deep approx where applicable)	✓
30 1 x whiteboard shelf to all bedroom robes (450mm deep approx where applicable) with 1 x chrome hanging rail	✓

Windows & Doors	
31 Bradnams Essential Aluminium powdercoat sliding windows and sliding doors with key locks (bathrooms to have obscure glass for privacy). All windows to be standard sizing	By Owner
32 Flyscreens to all windows and sliding doors (excluding cornerless doors & hinged doors). Please note double storey upper windows must be either restricted or have security screens.	✓
33 820mm Timber Entrance door with stainless level keyed lock, from the standard range	✓
34 Hume™ Redicote flush internal doors (2040 high) with chrome hinges & plastic door stops	✓
35 Gainsborough™ Liana Satin door sets (privacy set to bathrooms & master bedroom)	✓

Painting		
36	3 coats of Acrylic low sheen paint to all internal walls and matt to ceilings	✓
37	<i>Note: 1 light wall colour throughout</i>	✓
38	Gloss finish to doors, architraves and skirtings (colour matched to walls, water based)	✓
39	3 coats of Acrylic low sheen paint to eaves & patio ceiling (and render if applicable)	✓
Floor Coverings		
40	600x600 Tiles to main living area and wet area floors from Builders Range	✓
41	600x300 Wall tiles from Builders Range (2.1m high approx., shower area only, bath surround to approx. 0.9m high).	✓
42	450x450 Portifino tiles to porch & alfresco (non-slip)	✓
43	600x300 Tiles to kitchen splashback (0.6m high approx.)	✓
44	600x300 Tiles to laundry splashback (0.3m high approx.)	✓
45	Grout & Silicone colours at Builders discretion U.N.O. Grout lines approx 3mm.	✓
46	Quality carpet from Builders Range with premium 10mm underlay to bedrooms & media/living room -where applicable	✓
47	Plain concrete to garage floor	✓
Electrical		
48	Samsung™ 5kW Cooling / 6KW Heating Reverse Cycle split system to one living area (back to back)	✓
49	LED Downlights (1 light for every 10sqm of home)	✓
50	White ceiling fans to all bedrooms with integrated light 1300mm with 4 blades	✓
51	1 x Digital TV Antenna (roof mounted)	✓
52	Hardwired smoke alarms	✓
53	2 x Data points (kitchen & garage due to NBN requirements)	✓
54	2 x TV Points	✓
55	2 x Double power point to kitchen & living area	✓
56	1 x Double power point to all other rooms(Excluding robes, linen & storage)	✓
57	Quality white switches and power points	✓
Kitchen Appliances - For homes up to 170sqm		
58	Westinghouse 600mm gas cooktop WHG640SA	✓
59	Westinghouse 600mm electric oven WVE613S	✓
60	Chef slide out rangehood RRE635S	✓
61	Westinghouse Stainless Steel dishwasher WSF6606XR	✓
Kitchen Appliances - For homes above 170sqm		
62	Westinghouse 900mm freestanding cooker (gas cooktop, electric oven) WFE914SA	✓
63	Chef 900mm glass rangehood CG920FGS	✓
64	Westinghouse Stainless Steel dishwasher WSF6606XR	✓
Kitchen		
65	Smartstone™ 20mm stone benchtops (10 colours to choose from)	✓
66	Polytec™ melamine doors (60 colours to choose from)	✓
67	Matching kickboard colour	✓
68	Breakfast bar to island benchtop 900mm Deep UNO	✓
69	1 set of drawers with cutlery tray to top drawer (450mm wide, unless noted otherwise)	✓
70	Overhead cabinets included (except fridge space)	✓
71	Slimline satin kitchen handles (165mm)	✓
72	Kitchen plaster bulkhead included above overhead cabinets	✓
73	Soft close doors & drawers	✓
74	Raymor™ Essential 1&3/4 Sink with Raymor™ Projix gooseneck side lever mixer	✓

EXCLUSIONS (unless noted otherwise in upgrades)	
1 Water meter (installation of water meter to be organised by Owner prior to Site Start)	✗
2 Organisation of any fencing credits from neighbouring lots	✗
3 Any demolition, including any removal of existing fences and tree removal	✗
4 Privacy screens (if required to comply with council requirement)	✗
5 Retaining walls & lapped and capped fence (U.N.O.). Please note that in some instances, retaining walls will be required to be built in order for Resilient Homes to finish the house as per Contract. If that is the case, retaining walls will have to be organised and paid by the Owners. In the event that retaining walls are not constructed, the part of works that cannot be built (eg: Landscaping, fencing etc) will be credited to the Owners.	✗
6 Building relaxations and town planning	✗
7 Acoustic, Bushfire, Coastal fallout requirements, traffic control, flood height requirements, slope stability reports, erosion reports or any other non-standard requirements	✗
8 Water Tank	✗
9 3 Phase Power, overhead power (including extra cost of Pole hire)	✗
10 Rock excavation/removal (for example for footings, fencing, retaining walls etc)	✗
11 Feature walls, Feature tiles, Shower niches	✗
12 Pendant lights, and pendant lights assembly	✗
13 Stepdown to garage	✗
14 HSTP Systems & plumbing application associated with HSTP (if no sewer available)	✗
15 Identification Survey (usually required in older existing areas). If an identification Survey is required, the construction cannot proceed until the survey is completed so that the house can be accurately positioned.	✗
16 No Landscaping, Fencing, Driveway kerb Cutout (Or footpath cutout)	✗

Important Notes	
17 If the client wishes to proceed, a <u>non-refundable</u> deposit of \$4,000 is required	i
18 The client has up to 3 concept plans before Contract Stage. Further plans will incur a drafting fee charged at \$80/hour so please make sure you consider changes carefully	i
19 Once the HIA Building Contract is signed, All Variations will incur an Admin Fee	i
20 If a product is discontinued and/or unavailable, the Builder reserves the right to provide a replacement product of similar quality & functionality without prior written notification	i
21 When multiple colours are available from the Builders Range, only 1 colour and 1 type can be selected throughout the house	i
22 Before Construction commences, the owner <u>must</u> provide Resilient Homes Pty Ltd with the following: 5% Deposit, Proof of land Ownership, letter of Unconditional Finance Approval, signed colour selection. Failure to provide those items will incur delays.	i
23 If not specified, all items are to be selected from the Builders standard range	i
24 Due to workplace Health & Safety Regulations, we request that the Owners only access the site under the guidance of our Resilient Homes Pty Ltd building supervisor	i
25 Termite Control: Annual inspection is mandatory to maintain warranty and is to be carried out by a licensed contractor at the owners expense. The owner acknowledges that they have received a copy of the "QBCC Termite Management Systems" The Chemical system also need to be re-filled every 2-3 years by owner	i
27 Natural Gas service or connection fees are the responsibility of the owner	i
28 The owners are responsible to provide a clear house site before construction commences (e.g.: leftovers from Builder next door must be removed)	i
29 It is the owners responsibility to water the lawn on a daily basis once the house has reached practical completion. Resilient Homes Pty Ltd will not be held liable for any dried turf.	i
30 The owners acknowledges that any complaint or associated issues in relation to the noise of Air-Conditioning units does not fall under the responsibility of the Builder	i
31 Dimensions shown on a floor plan are frame to frame and do not include plasterboard or other wall/floor coverings. Heights dimensions are concrete floor to timber trusses	i
32 No refund is given for soil classification less than "H"	i
33 Tiles are not to be laid in a "brick pattern" or any other specific patterns. The tile setout is at the Builder's discretion.	i
34 If Landscaping is done by owner, the reticulation system will need to be re-filled at the owners expense once landscaping is complete	i
26 Electricity consumption during construction is to be paid by Resilient Homes Pty Ltd. Water is to be paid by the owner during construction	i

IMPORTANT

At Resilient Homes Pty Ltd, our aim is to provide our clients with a complete, **NO HIDDEN COST** package

In order to do this, we need all the information we can get from you:

1) Is your block affected by **SPECIFIC COVENANT REQUIREMENTS** ?

*New housing estates often have covenants that are applicable to the house that we have to follow
Those requirements can add extra costs to the build (eg: Lapped & Capped fence etc)*

2) Is your block affected by **ACOUSTIC REQUIREMENTS** ?

*Is the house close to a highway ? Train line ? Airport ? Etc
Those requirements can add extra costs due to extra insulation, thicker glass etc*

3) Is your block affected by **BUSHFIRE REQUIREMENTS** ?

Is the house close to bushland ? If so you might have a Bushfire Report, in case you don't we will have to order a bushfire report.

4) Is your block affected by **FLOOD REQUIREMENTS** ?

*Is the block in a flood prone area ? If it is the case, we will have to comply with minimum floor heights
This means that the house might need to be raised, therefore it is important that we know the minimum height required.*

5) Is your block affected by **ANY OTHER SPECIFIC REQUIREMENTS** ?

Character overlays, maximum building height etc

We really need to know about the above information, and most of the time, this information is included in your land contract so please check carefully. If in doubt, ask the consultant that sold you the land.

If we don't know, we cannot allow for it in your inclusions !

And the last thing we want is for the above to be picked up when your plans are lodged to the Certifier. The Certifier carries out all the required searches through Council so they will check all the above and will not approve the plans until they fully comply with any specific requirements.

Thank You for Choosing Resilient Homes Pty Ltd!

By Signing below you agree that you have provided all the above information to Resilient Homes Pty Ltd.

Client Signature: _____

Client Signature: _____

Date: ____/____/2020

Queensland New Homes Construction Contract (QC1)

OWNERS:

JOHN COUSINS

JANINE COUSINS

JOB:

GORDON'S ASSIGNMENT

SITE:

LOT 1 NEW BUILDING

ADDRESS

NORTH LAKES

QLD 4509



To verify your builder is a HIA member email enquiry@hia.com.au

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CONSUMER BUILDING GUIDE

Your contractor must give you this guide before you sign a contract priced at or over \$20,000

This guide has been developed by the QBCC in accordance with Schedule 1B of the *Queensland Building and Construction Commission Act 1991* ('the Act') to assist home owners undertaking domestic building work with a contract price of \$20,000 or more. It's aimed at helping you avoid disputes and common pitfalls.

COOLING-OFF PERIOD

You may withdraw from the contract within 5 business days after the day you receive copies of both the signed contract (including any plans and specifications) and this guide. However, there are costs for home owners in withdrawing (generally \$100 plus any out-of-pocket expenses reasonably incurred by the contractor up to the time of withdrawal). You must advise the contractor in writing that you are withdrawing under the cooling-off provisions in section 35 of Schedule 1B of the QBCC Act.

QBCC LICENCE

You should **only deal with a QBCC-licensed contractor**. If you engage an unlicensed contractor, your building work may not be covered under the Queensland Home Warranty Scheme. **Before committing, check the contractor's licence and history via the Online Licence Search on the QBCC website or by calling the QBCC.**

QLD HOME WARRANTY SCHEME

Residential construction work valued at more than \$3,300 is covered by the Queensland Home Warranty Scheme. The Scheme provides protection for home owners against non-completion, defective work and subsidence for up to 6 years from completion, provided a licensed contractor performs the work. The building contractor must collect the premium from the owner and pay it to the QBCC within 10 business days after the date the contract was entered into or before the contracted work is started (whichever is earlier). You should receive an email with a Notice of Cover and links to important information about the cover provided within 2 weeks of signing the contract.

WARNING – COST PLUS AND CONSTRUCTION MANAGEMENT CONTRACTS

QBCC strongly recommends home owners obtain formal legal advice before signing either of these types of contracts which increase your legal risk, reduce your Home Warranty Scheme protection and often result in disputes and cost overruns.

COMMENCEMENT NOTICE

For contracts priced at \$20,000 or more, the contractor must give the owner a signed Commencement Notice within 10 business days of work commencing on site. The Notice must state the date work started on site and the Date for Practical Completion.

CONTRACT PRICE

For contracts priced at \$20,000 or more, the contract price, if fixed, must be shown prominently on the first page of the contract schedule. If the contract price is not fixed, the method for calculating it, including any allowances, must be stated in the contract schedule. Allowances (items or services for which the price is not fixed when the contract is signed) should be kept to a minimum as the final cost often exceeds the estimate in the contract. The contract must also contain a warning about any provisions that may alter the contract price.

DEPOSIT LIMITS

The maximum deposit allowed (before work starts on site) is:

- 10% where the total contract price is less than \$20,000
- 5% where the price is \$20,000 or more
- 20% for a contract of any price where the value of the work to be performed off-site is more than 50% of the total contract price.

PROGRESS PAYMENTS

After the deposit is paid, owners and contractors are free to choose the number and timing of progress payments (if any) for their project, provided the amount claimed is directly related to work progress on site and proportionate to (or less than) the value of the work that relates to the claim.

BUILDING APPROVALS AND INSPECTIONS

Building inspections and approvals are the responsibility of a building certifier. Mandatory building inspections may be required at certain stages of construction. The contractor must give you copies of any certificates of inspection as soon as practicable after they receive them from the certifier. You can check the certifier's licence via QBCC's Online Licence Search.

VARIATIONS

Any change to the materials used or work to be performed under the contract is known as a 'variation'. Variations are frequently the cause of cost overruns and building disputes. **All variations must be agreed in writing by the home owner before the variation work commences** and any price increase due to the variation can not be required to be paid until the variation work is started.

DISPUTE PREVENTION

To reduce the risk of a dispute, carefully check and be sure you understand the contract, including any plans and specifications, before signing. Discuss any questions with your contractor and seek independent legal advice if you still have concerns. Once construction starts, maintain regular communication and, where possible, site inspections with your contractor and pay promptly when required under the contract.

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Schedule 1. Particulars of contract

Schedules 1 to 4 must be completed and form part of this contract.

Item

1. Date

This **contract** is dated the _____

2. Contract price (Clauses 1 and 38): The contract price includes GST

PRICE EXCLUDING GST:	\$604,545.45
PLUS GST ON THE ABOVE PRICE:	\$60,454.55
THE CONTRACT PRICE IS:	\$665,000.00

The **contract price** (inclusive of GST) is the sum of the following:

Fixed price component:	\$634,000.00	
Prime Cost Allowances:	\$20,500.00	(total PC Allowances, refer to Schedule 3)
Provisional Sum Allowances:	\$10,500.00	(total PS Allowances, refer to Schedule 3)

WARNING

The **contract price** is subject to change. The clauses that allow for changes to the **contract price** are clauses 9, 10, 11, 13, 15, 16, 19, 20, 21 and 23.

The **contract price** does not include the costs that the **owner** will have to pay to a third party (being someone other than the **builder**) for:

- (a) conveying services to the **site**; or
- (b) connecting or installing services for use at the **site**; or
- (c) issuing a development approval or similar authorisation,

that are related to the carrying out of the **works**.

(Examples for (a) and (b) are gas, electricity, telephone, water and sewerage)

However, the **contract price** may include amounts for the above services if the **owner** is to make payment for such services directly to the **builder**

3. Owner(s)

Owner 1

NAME JOHN COUSINS

ADDRESS 1 CURRENT ADDRESS LANE

SUBURB NORTH LAKES

ABN

STATE QLD POSTCODE 4509

ACN

IS THE OWNER A RESIDENT OWNER Yes

WORK

HOME

FAX

MOBILE

EMAIL

8. **Default interest rate** (Clause 33)

Rate on overdue payments: 18.00% per annum

(If nothing stated, 18% per annum)

9. **The works**

(describe generally ie. low set brick veneer house, and state the plans and specifications including version number or date, that set out the detail of the **works** and form part of this **contract**)

LOWSET SINGLE SKIN MASONRY DWELLING WITH HIP AND VALLEY ROOF, SWIMMING POOL AND LANDSCAPING

10. **Planning and building approvals**

The person to obtain and pay for all planning and building approvals, consent or approval required by a **statutory or other authority** (Clause 2).

JOHN AND JANINE COUSINS

(if nothing stated, the **builder**)

11. **The land** (Clause 6)

LOT

RP/SP NO

CERTIFICATE OF TITLE

STREET ADDRESS: LOT 1 NEW BUILDING ADDRESS

SUBURB NORTH LAKES

STATE

QLD

POSTCODE 4509

12. **Matters affecting the site** (Clause 6) - The **owner** must complete this

The **site** is affected by the following easements, building covenants and planning restrictions, Please specify the substance of each and give registration details, where registered at the Land Titles Office.

13. **Building period** (Clauses 3 and 17)

The **works** must reach **practical completion** within 161 **days** after **commencement**, subject to Clause 17.

The **building period** stated above is the total of the **time allowances** and the allowance for carrying out the **works**. The **building period** is in calendar days and not **working days**.

(a) **Time Allowances**

The **building period** includes the following allowances for:

Inclement weather and the effects of inclement weather: 10 **days**.

14. **Anticipated start date** (Clauses 2 and 16)

60 DAYS FROM DATE OF CONTRACT

(If nothing stated, 60 days from the date of this **contract**)

Schedule 2. Progress payments

PLEASE COMPLETE EITHER PART A OR PART B

PART A - STANDARD PROGRESS PAYMENT SCHEDULE

NOTE: All progress payments, other than a **deposit** must directly relate to the progress of carrying out the subject work at the building site, and must be proportionate to the value of the subject work that relates to the claim, or less than that value. As such the **builder** should assess that the use of PART A Progress Payment Schedule will meet these requirements.

Stage	Percent	Amount
Deposit	5.00%	\$33,250.00
Base	15.00%	\$99,750.00
Frame	20.00%	\$133,000.00
Enclosed	25.00%	\$166,250.00
Fixing	20.00%	\$133,000.00
Practical Completion	15.00%	\$99,750.00
Total	100.00%	\$665,000.00

Note: The total must equal the **contract price** stated in item 2. Where the **contract price** is \$3,300 or more the **deposit**, by law, cannot exceed:

- 20% of the **contract price**, where the value of the off-site work is more than 50% of the **contract price** (off-site work defined as contracted services performed at a place that is not the place at which the domestic building work is to be finally installed or constructed under the **contract**);
- 10% of the **contract price**, where the **contract price** is less than \$20,000; or
- 5% of the **contract price**, where the **contract price** is \$20,000 or more.

In the above schedule the stages have the following meanings:

'Base stage' means

- for a building with a concrete floor, other than a suspended concrete slab floor - the stage when the building's floor is finished; or
- for a building with a timber floor with base brickwork - the stage when:
 - the concrete footings for the building's floor are poured; and
 - the building's base brickwork is built to floor level; and
 - the bearers and joists for the building are installed; or
- for a building with timber floor without base brickwork - the stage when:
 - the building's stumps, piers or columns are finished; and
 - the bearers and joists for the building are installed; or

PART B - PROGRESS PAYMENT SCHEDULE

Part B can be used where the parties agree that the Standard Progress Payment Schedule does not apply.

NOTE: All progress payments, other than a **deposit**, must directly relate to the progress of carrying out the subject work at the building site, and must be proportionate to the value of the subject work that relates to the claim, or less than that value.

	Stage
Total	

Note: The total must equal the **contract price** stated in item 2. Where the **contract price** is \$3,300 or more the **deposit**, by law, cannot exceed:

- 20% of the **contract price**, where the value of the off-site work is more than 50% of the **contract price** (off-site work defined as contracted services performed at a place that is not the place at which the domestic building work is to be finally installed or constructed under the **contract**);
- 10% of the **contract price**, where the **contract price** is less than \$20,000; or
- 5% of the **contract price**, where the **contract price** is \$20,000 or more.

Schedule 4. Excluded Items

(Clause 22)

The **owner** acknowledges that the cost of the supply and/or installation of materials, goods or the provision of the labour or services that are listed below are not included in the **contract price**. The **owner** may be supplying these items or having other contractors do the work.

1. WINDOWS AND SHOWER GLASS TO BE PROVIDED BY OWNER DURING CONSTRUCTION

Owner(s) to initial here

Special Conditions

1. COUNCIL APPROVAL TO BE OBTAINED BY OWNERS FOR GARDEN SHED SLAB PRIOR TO CONSTRUCTION

Note: The **Builder** must give the the **Owner** a signed copy of this **contract** and **contract documents** (plans and **specifications**) within 5 **working days** after it is signed by the **Builder**.

Please note

1. Where a company is signing: 'by A. Smith, Director' or 'Signed for and on behalf of XYZ Pty Ltd'.
2. Where the **Builder** is a partnership, the licence holder must sign and be named at **item 4**. The other partners are also to be stated in **item 4** (eg B. Bloggs in partnership with A. Bloggs and C. Bloggs).

Notice to the owner of right to withdraw from this contract under Schedule 1B Section 35 of the Queensland Building & Construction Commission Act 1991 (the Act)

Under the Act Schedule 1B Section 35 you may end this contract within 5 working days after the day on which you receive a copy of the signed contract from the contractor.

If 5 working days have elapsed from the day the contract was entered into and you have not received from the contractor a copy of the signed contract, you may withdraw from the contract.

Under the Act Schedule 1B Section 36, you may not withdraw from the contract if:

- (a) you and the contractor previously entered into a regulated contract; and
- (b) the terms of the previous contract and current contract are substantially the same; and
- (c) the contracted services for the previous contract and current contract:
 - (i) are substantially the same; and
 - (ii) relate to the same detached dwelling, home or land.

Also, you may not withdraw from the contract under the Act Schedule 1B Section 35 if:

- (a) before entering into the contract, you received formal legal advice about the contract; or
- (b) when or after the contract is entered into you tell the contractor that you received formal legal advice about the contract before entering into the contract.

To withdraw from this contract under Schedule 1B Section 35, you must, within the time allowed under the section for the withdrawal:

- (a) give a withdrawal notice to the contractor; or
- (b) leave a withdrawal notice at the address shown as the contractor's address in the contract; or
- (c) serve a withdrawal notice on the contractor in accordance with any provision in the contract providing for service of notices on the contractor by you.

7. When More Than One Guarantor

If the **Guarantor** consists of more than one person, this guarantee and indemnity is not affected by the failure of all persons comprising the **Guarantor** to sign this guarantee and indemnity or this Deed being unenforceable against any of them.

8. Waiver of Rights

The **Guarantor** waives all rights as surety inconsistent with any of the terms of this Deed or to the detriment or disadvantage of the **Builder**.

Guarantor's Statement

I/we understand the nature, terms and extent of the guarantee and indemnity provided by me/us and further acknowledge that I/we have obtained legal advice prior to executing this Deed.

Signed as a Deed

SIGNATURE

WITNESS'S NAME AND ADDRESS

.....

SIGNATURE

DATE

- 2.5 If the necessary planning approval and/or building permits are not obtained by the **anticipated start date**, then if:
- (a) neither party is at fault, either party may bring this **contract** to an end by giving notice **in writing** to the other;
 - (b) the **builder** is at fault, the **owner** may:
 - (i) bring this **contract** to an end by giving the **builder** notice **in writing**; or
 - (ii) extend the time for the **builder** to obtain the necessary planning approval and/or building permits, without any increase to the **contract price**, but by no more than **30 days**;
 - (c) the **owner** is at fault, the **builder** may:
 - (i) bring this **contract** to an end by giving the **owner** notice **in writing**, in which case, Clause 28.7 applies; or
 - (ii) extend the time for the **builder** to obtain the necessary planning approval and/or building permits in accordance with Clause 2.2(b).
- 2.6 If this **contract** is ended under Clause 2.5(a), the **builder** is entitled to a reasonable price for the work done to date. This price:
- (a) may include an amount for the preparation of any plans and specifications, any engineer's design and soil test reports and survey information - unless these have been allowed for in a separate contract or agreement; and
 - (b) the costs of materials ordered from suppliers that are non-returnable; but must not include an amount for work on the building **site** for which planning or building approval was not obtained.
- Commencement of building period 2.7 The **building period** starts on the actual day of **commencement**.
- Builder to ensure commencement 2.8 The **builder** must ensure **commencement** occurs as soon as is reasonably possible.
- Builder to provide commencement notice 2.9 Within **10 working days** of **commencement** the **builder** is to provide the **owner** with a signed notice stating:
- (a) the actual day of **commencement** on the **site**; and
 - (b) the date for **practical completion**.

Clause 3. Completion and progress

- Builder to complete the works 3.1 The **builder** must complete the **works** on or before the end of the **building period** stated in item 13 as extended under Clause 17.
- Increase in contract price 3.2 If, after **commencement**, progress of the **works** is delayed by a cause for which the **owner** is responsible the **contract price** may, at the option of the **builder**, be increased under Clause 16.

Clause 4. Progress payments

- Owner to pay progressively 4.1 The **owner** must pay the **contract price** adjusted by any additions or deductions made under this **contract** progressively at each **stage**.
- Owner to pay deposit 4.2 The **owner** must pay the **deposit** stated in **Schedule 2** when the **owner** signs this **contract**.
- Builder to claim 4.3 The **builder** must give the **owner** a written claim for a progress payment for the completion of each **stage**.
- Contents of progress claim 4.4 A progress claim is to state:
- (a) the amount claimed for the **stage**;

- (a) this **contract** is conditional upon the **owner** within 10 **working days** from the date of this **contract** obtaining written approval from the **lending body** stated in **item 6** for a **loan** in an amount sufficient to enable the **owner** to pay the **contract price**;
- (b) the **owner** must apply to the **lending body** and use best endeavours to sign all documents and do all acts necessary to obtain **loan approval**;
- (c) the **owner** must within the time specified in Clause 7.2(a) give to the **builder** a notice stating whether the **lending body** has either approved or refused to approve the **loan**;
- (d) unless the **owner** notifies the **builder** that the **lending body** has refused to approve the **loan**, this **contract** will cease being conditional upon such approval; and
- (e) if the **owner** gives the **builder** a notice that the **lending body** has refused to approve the **loan**, then this **contract** will be at an end in which case all monies paid by the **owner** under this **contract** will be refunded except for the **builder's** reasonable expenses.

Owner to give evidence of ability to pay on request

- 7.3 From time to time where reasonably requested by the **builder**, the **owner** must give the **builder** evidence, to the **builder's** satisfaction, of the **owner's** capacity to pay to the **builder** the balance of the **contract price**, adjusted by any additions or deductions made under this **contract**.

Clause 8. Security account

Owner to establish security account

- 8.1 The **owner** must:

- (a) if Item 6A so requires, on or before **commencement**; or otherwise
- (b) from time to time when so requested by the **builder**,

establish a **security account**, and/or deposit into a **security account** an amount of money equal to the **security account money** or any additional amount to reach the total required for the **security account money**.

Withdrawals

- 8.2 Withdrawals from the **security account** require the signature of both the **owner** and the **builder**.

Interest

- 8.3 The **owner** is entitled to all interest earned on the investment of the **security account money**.

Use of security account money

- 8.4 The **security account money** must be applied to pay the **contract price**, adjusted by any additions or deductions made under this **contract** and other amounts due to the **builder** under this **contract**.

Lending body's discretion

- 8.5 Where the **owner** is to pay the **contract price**, adjusted by any additions or deductions made under this **contract**, using **security account money** and other money from the **lending body**, the priority of payments will be at the **lending body's** discretion.

Entitlement to security account money

- 8.6 If:

- (a) the **owner** does not pay an amount to the **builder** by the due date for payment; or
- (b) this **contract** is ended,

the **builder** is entitled to the money in the **security account** to the extent of any money due and owing to the **builder**. The **owner** is only entitled to the balance in the **security account**, after payment of the **contract price**, adjusted by any additions or deductions made under this **contract**, and other amounts due to the **builder** under this **contract**.

Clause 11. Compliance with requirements of local and other authorities

<i>Requirements of statutory and other authorities</i>	11.1	The builder must, on behalf of the owner , comply with any lawful requirement of any statutory or other authority but only to the extent that such requirement relates to carrying out and completing the works .
<i>Variation to comply with a requirement</i>	11.2	The builder must: (a) notify the owner of any extra work required to comply with Clause 11.1; and (b) request a variation under Clause 20 to carry out that extra work.
<i>Owner to do acts</i>	11.3	The owner must sign all documents and do all acts as requested by the builder to obtain all permissions, consents and approvals required from the relevant statutory or other authority .
<i>Owner's works and final certificate</i>	11.4	If the owner is to carry out other works and the failure to complete those works on or before practical completion prevents the builder from obtaining a final certificate from the relevant statutory or other authority , the owner releases the builder from any obligation to obtain the final certificate.
<i>Certificate of inspection</i>	11.5	If the builder receives a certificate of inspection from a third party then the builder must provide a copy of this document to the owner as soon as practicable after receiving this document.

Clause 12. Use of plans

<i>Where the owner is to supply</i>	12.1	If the owner is to supply the plans to the builder then, without cost to the builder , the owner must give the builder 5 copies of the plans to enable the builder to carry out the works .
<i>Indemnity</i>	12.2	Each party indemnifies the other party for all costs and expenses incurred relating to any claim for breach of copyright if the builder carries out the works according to plans which are: (a) supplied by that party; (b) prepared under instruction of that party; or (c) prepared from sketches provided by that party.
<i>Grant of licence</i>	12.3	Where the builder draws the plans, the owner agrees that the builder retains copyright in those plans but the builder grants to the owner a licence to cause the construction of the works by the builder in accordance with those plans.
<i>Licence fee</i>	12.4	The parties agree that the reasonable fee for the licence granted to the owner is 5% of the contract price . It is acknowledged that the contract price includes this licence fee.
<i>Unauthorised use of plans</i>	12.5	If the owner uses the builder's plans without the builder's written consent, other than under the above licence, the owner must pay to the builder on demand the licence fee referred to in Clause 12.4.

Clause 13. Discrepancy or error in documentation

<i>Owner warrants contract documents</i>	13.1	The owner warrants the accuracy of the contract documents supplied by the owner and the suitability of the design, materials and methods of working each specified therein.
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which may be occasioned by or arise out of the carrying out of the **works** to the extent that it is due to the negligent or wilful act, omission or default of the **builder** or the **builder's** contractors or employees (the "public liability risk").

WorkCover

14.5 The **builder** must comply with all obligations imposed on the **builder** under the WorkCover legislation.

Builder not liable for certain property

14.6 The **builder** is not liable for any liability, loss, claim or proceeding in respect of any property placed on the **site** without the **builder's** written approval.

Clause 15. Unforeseen circumstances

Builder to give notice of unforeseen circumstances

15.1 If the **builder** becomes aware of **unforeseen circumstances**, the **builder** must promptly notify the **owner** in writing and cease the carrying out of the **works**.

Effect of unforeseen circumstances

15.2 Subject to Clause 15.5, if the **unforeseen circumstances** differ from those either:

- (a) disclosed to the **builder** prior to this **contract** being signed; or
- (b) shown in the **contract documents**,

and:

- (c) if the effect of that difference requires more or less work than that which a reasonable **builder** would have anticipated on the signing of this **contract**; and
- (d) that work is not provided for elsewhere in this **contract**,

then the **builder** is to ask for a **variation** to carry out that work under Clause 20.

Builder may end contract

15.3 If the **owner** does not approve within 5 **working days** on and from the date the **builder** gives the **owner** a **variation document**, the **builder** may, at any time thereafter, do either or both of the following:

- (a) suspend the carrying out of the **works** under Clause 19;
- (b) end this **contract** under Clause 28.

Builder's entitlement to extra costs

15.4 If the **owner** approves the **variation in writing**, the **builder** is only entitled to payment of an additional amount for such work where the **builder** had the **foundations data** when the **builder** entered into this **contract**, and if the need for the additional amount cannot be established from that data.

Builder to carry out the work

15.5 Notwithstanding the above, the **builder** must, if Clause 15.2 does not apply, carry out that work at the **builder's** cost.

Clause 16. Delay damages

Delays to commencement of works

16.1 Where **commencement** is delayed for longer than 4 weeks on and after the **anticipated start date** due to a cause of delay for which the **builder** is not responsible, the **owner** must pay to the **builder**, as a debt due and payable, the higher of the amount:

- (a) of the reasonable costs to be incurred by the **builder** because of the delay; or
- (b) representing 0.125% of the **contract price** for each week or part of a week of the delay after the first 4 weeks of the delay.

- If owner disputes* 17.7 If the **owner** disputes the **builder's** claim for an extension of time, the **owner** must provide the **builder** a notice in writing within 5 working days of receiving the **builder's** written claim:
- (a) disputing the extension of time; and
 - (b) detailing the reasons why the extension of time is disputed.
- Allowance for omissions* 17.8 The **builder** may allow a reasonable reduction to the **building period** if, by **variation**, work is omitted from the **works**.

Clause 18. Compliance with Work Health & Safety Act

- Principal contractor* 18.1 The **builder** is the "principal contractor" for the purposes of the Work Health and Safety Act 2011, and Work Health and Safety Regulation 2011.
- Right to exclude* 18.2 The **builder** may exclude or remove from the **site** any person who fails to comply with the requirements of the Work Health and Safety Act 2011, and Work Health and Safety Regulation 2011.

Clause 19. Suspension of works

- Builder's right to suspend* 19.1 The **builder** may by written notice to the **owner** suspend the carrying out of the **works** if:
- (a) the **owner** does not pay a progress claim as required by Clause 4;
 - (b) the **owner** does not give the **builder** evidence, satisfactory to the **builder**, of the **owner's** capacity to pay the balance of the **contract price** when requested by the **builder** under Clause 7.3;
 - (c) the **owner** enters the **site** in breach of Clause 10;
 - (d) the **owner** does not give an instruction within 5 working days of becoming aware of a problem under Clause 13;
 - (e) the **builder** gives notice in writing of **unforeseen circumstances** under Clause 15 and the **owner** fails to agree to a **variation in writing** within 5 working days of receiving the **builder's** request;
 - (f) the **owner** objects to the **builder's** selection of a substitute prime cost item in accordance with Clause 21;
 - (g) the **owner** or the **owner's** contractors when supplying materials or goods or carrying out any work breach the requirements of Clause 24;
 - (h) the **owner** takes control of, possession of or uses the **works** or any part of the **works** without the **builder's** written consent, prior to payment of the **final claim**;
 - (i) any dispute or difference between the **owner** and the **builder** has been referred to the Queensland Building and Construction Commission, and/or the Queensland Civil and Administrative Tribunal under Clause 37;
 - (j) the **owner** unreasonably refuses to approve the **builder's** extension of time claim in writing under Clause 17; or
 - (k) the **owner** is otherwise in substantial breach of this **contract**.
- Builder to recommence* 19.2 The **builder** must recommence the carrying out of the **works** within a reasonable time after the **owner** gives the **builder** notice in writing that the reason for the suspension no longer exists.

Clause 21. Prime cost and provisional sum items

<i>Owner to give notice of selection</i>	21.1	The owner must give the builder written notice of the owner's selection of a prime cost item in sufficient time to ensure that there is no delay to the carrying out of the works .
<i>Alternative selection</i>	21.2	If a prime cost item selected by the owner is unavailable, the owner must give the builder written notice of an alternative selection within 5 working days of the builder advising of the unavailability.
<i>Builder to give notice of substitute</i>	21.3	If the owner does not give an alternative selection, the builder may give the owner written notice of the builder's intention to select an alternative item that is similar in quality to the unavailable item including details of the proposed alternative item.
<i>Owner to agree or reject substitute</i>	21.4	If within 5 working days of receiving the builder's notice the owner does not give the builder written objection to the alternative item, the owner is deemed to have agreed to that alternative item. If the owner does object, the builder may suspend the works under Clause 19 until the item selected by the owner is available.
<i>Prime cost items</i>	21.5	Each prime cost item must be described and have an allowance stated next to it in Schedule 3 or a schedule forming part of this contract . The allowance is the estimated price of supplying and delivering the item to the owner and does not include an amount for the builder's margin .
<i>Provisional sum items</i>	21.6	Each provisional sum item must be described and have an allowance stated next to it in Schedule 3 or a schedule forming part of this contract . The allowance is the estimated price of providing the labour and materials to the owner and does not include an amount for the builder's margin .
<i>Cost adjustment</i>	21.7	In relation to each prime cost item and provisional sum item if the actual price of supplying the item or providing the work is: (a) less than the allowance, the difference is deducted from the contract price; or (b) more than the allowance, the total of the difference plus the relevant margin on excess stated in Schedule 3 or a schedule forming part of this contract applied to the difference is added to the contract price.
<i>When adjustment is payable</i>	21.8	Any adjustment to the contract price for a prime cost item or a provisional sum item is due and payable with the progress payment in which the amount for that item is included.
<i>Builder to give evidence of cost</i>	21.9	The builder must give the owner evidence of the cost of the prime cost item or provisional sum item when claiming payment for that item.
<i>Footings, slab etc.</i>	21.10	Where the provisional sum relates to excavation, footings or the slab, the builder is only entitled to claim an amount in excess of the allowance where the builder had the foundations data when the builder entered into this contract , the need for the additional amount can not be established from that data.

Clause 22. Excluded items

<i>Items that are not part of the works</i>	22.1	The owner and the builder agree that the materials, goods, labour and services shown in the contract documents and which are set out in Schedule 4 are excluded from the works and the cost of those items are not included in the contract price .
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- (b) do either or both of the following:
- (i) suspend the carrying out of the **works** under Clause 19;
 - (ii) end this **contract** under Clause 28.

Clause 25. Practical completion

<i>Builder to give estimate</i>	25.1	The builder must, at the owner's request from time to time, give a non-binding estimate of when practical completion will be reached.
<i>Builder to give notice and claim</i>	25.2	When the builder believes the works have been completed the builder must give the owner : (a) a defects document listing minor defects and minor omissions: (i) that are agreed to exist and the time for when those items will be completed or rectified; (ii) that the owner claims to exist but the builder does not agree with; and (iii) that is signed by the builder; and (b) a notice of practical completion stating the builder's opinion of the date of practical completion; and (c) the final claim.
<i>Final claim</i>	25.3	Subject to Clause 25.4, the owner must, within 5 working days of receiving the final claim , pay the amount of the final claim to the builder .
<i>Owner's notice</i>	25.4	If the owner believes that practical completion has not been reached the owner must, within 5 working days of receiving the notice of practical completion , give the builder a written notice stating: (a) the owner's requirements for the works to reach practical completion; and (b) the provisions of this contract that relate to each requirement.
<i>Builder's response</i>	25.5	The builder must, on receiving the owner's notice, complete those requirements that, in the builder's opinion, are necessary to reach practical completion .
<i>Further notice by builder</i>	25.6	On completion of those requirements the builder must give a further notice of practical completion stating the new date of practical completion , and the owner must, within 5 working days of receipt pay the amount of the final claim to the builder .
<i>Payment is evidence</i>	25.7	The owner's payment of the final claim is conclusive evidence of the builder's satisfaction, and discharge, of the builder's obligations in connection with the subject matter of this contract except for: (a) fraud, dishonesty or fraudulent concealment relating to the works; (b) the builder's liability under Clause 27.1; and (c) the builder's liability under a statutory warranty set out in Clause 36.
<i>Date of practical completion</i>	25.8	The date stated in the last notice of practical completion is deemed to be the date of practical completion unless within 5 working days of receiving the last notice of practical completion the owner gives the builder written notice: (a) disputing the date; and (b) detailing the reasons why the date is disputed.

(b) any direction to rectify or complete any part of the **works** omitted under Clause 26.3(c) issued by the Queensland Building and Construction Commission.

- Risk* 26.9 The **works** are at the risk of the **owner** on and from the **owner** taking possession of the **works** or any part of the **works** or from the **date of practical completion**, whichever occurs first.
- Continuing rights* 26.10 The rights of the **builder** and obligations of the **owner** under this Clause 26 continue to be in effect after the ending of this **contract**.

Clause 27. Defects liability period

- Builder to fix defects* 27.1 The liability period for any non-structural defects (except for minor settlement or minor shrinkage) is 12 calendar months from the **date of practical completion**.
- Owner to give access* 27.2 The **owner** must give the **builder** access to the **site** during the **builder's** normal business hours to rectify any defects or other faults.

Clause 28. Termination by default

- When the builder is in substantial breach* 28.1 The **owner** is entitled to give a notice to remedy breach under Clause 28.3 if the **builder** is in substantial breach of this **contract**. The **builder** is in substantial breach of this **contract** if the **builder**:
- (a) suspends the carrying out of the **works**, other than under Clause 19;
 - (b) has the **builder's** licence cancelled or suspended; or
 - (c) is otherwise in substantial breach of this **contract**.
- When the owner is in substantial breach* 28.2 The **builder** is entitled to give a notice to remedy breach under Clause 28.3 if the **owner** is in substantial breach of this **contract**. The **owner** is in substantial breach of this **contract** if the **owner**:
- (a) does not pay progress payments as required by Clause 4;
 - (b) does not pay the **deposit** as required by Clause 4.2;
 - (c) does not give evidence of the **owner's** capacity to pay the **contract price** from time to time as required by Clause 7.3;
 - (d) where a **lending body** is stated in item 6, does not comply with:
 - (i) the requirements of Clauses 7.2 or 7.3;
 - (ii) any of the requirements of the **lending body**; or
 - (iii) the requirements of Clause 5.2;
 - (e) does not establish or maintain the **security account** as required by Clause 8;
 - (f) enters the **site** in breach of Clause 10;
 - (g) interferes with or obstructs the **builder** or the **builder's** workers, suppliers or subcontractors in carrying out the **works** in breach of Clause 10.3;
 - (h) does not give an instruction within 5 **working days** of becoming aware of a problem under Clause 13;
 - (i) does not, or does not ensure that the **owner's** contractors, comply with the requirements of Clause 24;

(b) becomes or is bankrupt or seeks to take advantage of the laws relating to bankruptcy; or

(c) has a Court order made for the winding up of the party or a resolution for its winding up is made, and

as a consequence, that party is unable to perform its obligations under this **contract**, the other party may immediately end this **contract** by giving written notice to that party to that effect.

Builder's rights on ending of contract

- 29.2 The **builder** is entitled to be paid all amounts calculated in accordance with Clause 28.7 if this **contract** is ended under this Clause 29.

Clause 30. Assignment and subcontracting

No assignment without consent

- 30.1 Neither party may assign this **contract** or any payment or any other right, benefit or interest under this **contract** without the prior written consent of the other party.

Builder may subcontract

- 30.2 The **builder** may subcontract any part of the **works** but such subcontracting does not relieve the **builder** from the **builder's** obligations under this **contract**.

Clause 31. Notices

When given and received

- 31.1 Unless otherwise stated in this **contract**, a notice is deemed to be given and received if the notice is:
- (a) delivered by hand to the other party;
 - (b) posted by ordinary pre-paid mail to the other party's last known address, 2 **working days** following the day it was posted;
 - (c) sent by facsimile transmission to the party's last known facsimile number, on receiving confirmation of transmission and
 - (d) e-mailed to the party's current e-mail address.

Clause 32. Late completion damages

When the owner is entitled

- 32.1 If the **works** do not reach **practical completion** by the end of the **building period** the **owner** is entitled to liquidated damages in the sum specified in **item 15** for each **day** after the end of the **building period** to and including the earlier of:

- (a) the **date of practical completion**;
- (b) the date this **contract** is ended; or
- (c) the date that the **owner** takes control of, possession of, or use of the **site** or any part of the **site**.

Right of set-off

- 32.2 The **owner** may set-off or deduct its claim for liquidated damages under Clause 32.1 from the **final claim** payment to the **builder**.

Clause 33. Default interest

Default interest

- 33.1 The **builder** may charge the **owner** interest at the rate stated in **item 8** of Schedule 1 from the day on which an amount falls due to be paid to the **builder** up to and including the day that amount is paid.

- (g) each provisional sum item allowance, if calculated by the **builder**, has been calculated with reasonable skill and care, having regard to all the information reasonably available when this **contract** is entered into (including information about the nature and location of the **site**).
- Meaning of relevant criteria 36.2 The relevant criteria for materials for the purpose of Clause 36.1(a) means:
- (a) generally accepted practices or standards applied in the building industry for the materials; or
 - (b) specifications, instructions or recommendations of manufacturers or suppliers of materials.

Clause 37. Disputes

- Reference to the QBCC and/or QCAT 37.1 If any dispute or difference between the **owner** and the **builder** arises in connection with the subject matter of this **contract** then either party may give to the other party written notice of such dispute or difference, and such dispute or difference may be referred for determination to the Queensland Building and Construction Commission and/or Queensland Civil and Administrative Tribunal as per Section 77 of the Queensland Building and Construction Commission Act 1991.

Clause 38. Interpretation

- Meanings 38.1 In this **contract**, except where the context otherwise requires:
- 'all weather access' means reasonable access to the **site** as reasonably required by the **builder** for the **builder** to carry out the **works**, including in conditions resulting from **restricted access**;
 - 'anticipated start date' means the date stated in **item 14**, subject to Clause 2.1;
 - 'builder' means the party named in **item 4** and includes the **builder's** successors, permitted assigns and, where appropriate, includes anyone acting with the **builder's** express authority;
 - 'builder's margin' means the percentage of an amount to cover the **builder's** administration costs, overheads and profit being 20%.
 - 'building period' means the number of **days** stated in **item 13** as extended by Clause 17;
 - 'commencement' means:
 - (a) when the **builder** commences physical construction on **site** of the footing, slab or drainage system; or
 - (b) where the **works** do not include construction of a footing, slab or drainage system, when work to change an on-site fixed structure has physically commenced;
 - 'contract' means the agreement between the parties set out in the **contract documents**;
 - 'contract documents' means these general conditions, any special conditions, the specification, the plans and other documents specified in **item 16**;
 - 'contract price' means the amount stated in **item 2**;

'**security account money**' means an amount equal to the **contract price**, adjusted by any additions or deductions made under this **contract**, less the total of any money being advanced by the **lending body** and any payments received by the **builder**;

'**site**' means the whole of or that part of the **land** reasonably required by the **builder** for the carrying out and completion of the **works**;

'**stage**' means the relevant stage as described in **schedule 2**;

'**statutory or other authority**' means a person authorised under the Building Act or the Local Government, State or Federal Government or any government agency that has power to affect the **works**;

'**time allowances**' means a delay to the carrying out of the **works** caused by inclement weather that is reasonably likely to delay the carrying out of the **works** and for which a description and an allowance are set out in **item 13**;

'**unforeseen circumstances**' means an actual surface or sub-surface condition of the **site** which will not support or is likely to affect the **works** or cause an increase in the **contract price**;

'**variation**' means;

- (a) an omission, addition or change to the **works**; or
- (b) a change in the manner of carrying out the **works**;

'**variation document**' has the meaning in Clause 20.1;

'**works**' means the **works** to be carried out, completed and handed over to the **owner** in accordance with this **contract** as shown in the **contract documents** including **variations**;

'**working days**' means **days** other than **non-working days**, and like words have a corresponding meaning.

Defined terms
indicated

38.2 Whenever a defined term appears in this **contract** it is in bold text.

Construction

38.3 In this **contract**:

- (a) words denoting the singular number only include the plural number and vice versa;
- (b) a reference to any gender includes every other gender;
- (c) words denoting individuals only includes corporations and vice versa;
- (d) where a period of time is specified by a number of **days** and the last day of the period falls on a **non-working day** such period is extended to end on the next **working day**; and
- (e) the general notes, clause headings and side notes do not form part of this **contract** and cannot be used in its interpretation.

Governing law

38.4 This **contract** is to be construed under the law of the State of Queensland.

Where more than one
owner

38.5 If there is more than one **owner**:

- (a) the obligations in this **contract** apply to each **owner** individually and to all **owners** as a group;
- (b) a quote, notice, claim or any other communication to the **owner** has only to be given to one of the **owners**; and
- (c) only one **owner** has to sign a quote, notice, instruction or other communication to bind all **owners**.