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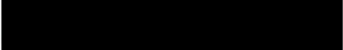
CONTRACT ANNEXURE A

Brisbane North & Bayside Office

PLEASE NOTE :- There are **ONLY 2 Sets of Preliminary Plans** Included with your Initial Deposit. The Set No.1 (Issue A) of Preliminary Plans are generated with your Signed "Initial Preliminary Building Estimate" and Signed "Concept Plans". Set No.2 (Issue B) are generated from the receipt of the Soil Test and Contour Survey. Additional Preliminary Plans will incur a Redrafting Fee of \$550.00 including GST per Set.

Client Initial :



REF: 231443
DATE: Tuesday, 10 November 2020
NAME: 
SITE ADDRESS: 
CURRENT ADDRESS: 
PHONE: 
EMAIL: 
LOCAL AUTHORITY: Brisbane City Council

Deposit Date: 8/6/2020

Review Date: 8/12/2020

Dear Craig and Sue,

Thank you for choosing GJ Gardner Homes Brisbane North & Bayside (Maxicorp Pty Ltd) as your Builder for your New Home. The presentation of this Annexure is the final process of the documentation for your New Home. We have conducted the necessary requirements to enter into a Contract and present the following documents for your approval ;

- ✓ Contract Annexure A
- ✓ Building Contract
- ✓ Soil Test and Contour Survey
- ✓ Final Plans

To enable G.J Gardner to proceed to the Construction of your New Home please provide your acceptance of the abovementioned documentation by signing and dating each page of this Annexure and Contract and arrange the balance of payment as outlined in your Preliminary Agreement.

This sum is not refundable once Full Working Drawings and the Engineers Slab Design have been ordered.

In signing these documents you are agreeing that all the requirements and the information is correct and has been satisfactorily met in the document's enclosed as part of the Building Contract.

Sales Professional



Owner/s Initials


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Builders Initials



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House Design: Modified Balmain

Streetscape/Facade: Resort

Plan Date:- 22-Oct-20

Plan Issue No:- 5

Specification:- AWARDS

Base House Total Size 383.4 m2

Base Price \$412,000.00

Ground Floor Total Slab Area 198.2 m2

Ground Floor External Perimeter (m) 61.915

Please note that the House Price may vary on Final Draft and, that Artistic Impressions are for Illustrative purposes only. Please refer to AWARDS Standard Specifications and confirm Inclusions and Specifications prior to signing this Document.

1. GENERAL MODIFICATIONS:

1.01	NOTE : This Document has been prepared with the understanding that all the relevant documentation has been received and is available to the builder at this time.		NOTE
1.02	Provide for NC2 acoustic rating (ensuite 1 window 09-09 is only available in clear glass to comply with the acoustic report)	\$12,600.00	INCLUDED
1.03	Provide Highlander glazing beads to the front windows and sliding door	\$750.00	INCLUDED
1.04			
1.05			
1.06			
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1.20			
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1.22			
1.23	Ident survey may be required if no survey pegs can be located		NOTE

2. SITE and FOUNDATION WORKS**Slab and Footings:-**

2.01	100mm "S" class waffle pod system including plain broom finish concrete to the Porch and Alfresco (excludes piers). Please note that whilst all due care will be taken to price the Site and Foundation Works accordingly, an accurate cost cannot be ascertained until we receive Site and Soil Tests, Contour Surveys and Site Inspection. (Provide 100mm step-down in slab to all outdoor areas i.e. Alfresco, Porch, Portico)		UPGRADED
2.02	Upgrade to "H1" class waffle pod system including the Porch and Alfresco (no foundation piling)	\$5,013.70	INCLUDED
2.03	Provide concrete bored piers	\$2,534.40	INCLUDED
2.04	Concrete pump for bored piers	1	\$1,150.00 INCLUDED

Additional Site/Foundation requirements:-

2.05	<i>Please note that the site cut is to the building platform only and does not encompass the whole site. There is no allowance for removal or stockpile of the soil or for any rock excavation from the cut of the block.</i>		NOTE
2.06	No zero lot requirements	\$0.00	N/A
2.07	No drop edge footing required	\$0.00	N/A
2.08			

Site Cut:-

2.09	Site Cut to 500mm equal cut and fill		UPGRADED
2.10	Upgrade earthworks to 750mm equal cut and fill	\$190.00	INCLUDED
2.11			

Additional Setback over 6m:-

2.12	Provide additional setback for water, power & stormwater		\$0.00 N/A
2.13	Tight site allowance required (If less than 1.5m clearance to any side from house to boundary / retaining)	No	\$0.00 N/A

Temporary equipment requirements:-

2.14	Permanent power pole for overhead power (excludes additional power run)	\$1,660.00	INCLUDED
2.15	Temporary site fence (compulsory on all jobs as part of Work Place Health & Safety)	\$580.00	INCLUDED
2.16	Client understands that we have included temp fencing across the front of the block only, if more is required for work place health and safety it will be charged via a post contract variation	Client Initial : 	
2.17	Clamp on system for temporary fence above retaining walls	\$0.00	N/A
2.18	Additional silt stop / sediment barrier (over 30m)	\$0.00	N/A
2.19			

Retaining walls:-

2.20	Retaining walls by owner		NOTE
2.21			

Termite treatment:-

2.22	Provide termite blanket and penetration protection to comply with AS 3660.1-2000		INCLUDED
2.23			

Additional Council and Engineering fees:-

2.24	Local authority standard residential building application for sewerer sites <i>(if applicable)</i>				INCLUDED
2.25	Local authority flood searches				INCLUDED
2.26	QBSA insurance <i>(statutory requirement)</i>				INCLUDED
2.27	Q Leave fee <i>(statutory requirement)</i>				INCLUDED
2.28	Boundary relaxation fee <i>(subject to council approval)</i>	BCC		\$0.00	N/A
2.29	Reason:				
2.30	Generally in accordance application	BCC		\$0.00	N/A
2.31	Reason:				
2.32	Build over sewer application	BCC		\$0.00	N/A
2.33	Build over stormwater application	BCC		\$0.00	N/A
2.34	Bushfire assessment fee			\$0.00	N/A
2.35	HSTP lodgement fee			\$0.00	N/A
2.36	Ident survey for standard block <i>(supplied by the owner)</i>				N/A
2.37	Noise overlay assessment fee			\$0.00	N/A

3. ELEVATIONS

3.01	Roof material	Colorbond metal roof including sarking			INCLUDED
3.02					
External Finishes:-					
3.03	External cladding	FC flat sheet infills above windows & doors, cladding is Linea Weatherboard other feature cladding not included			INCLUDED
3.04	External finish	Render and paint to bricks on front facade and 1.0m returns only - balance face brickwork			INCLUDED
3.05	Provide render and paint to the remainder of the brickwork			\$10,600.00	INCLUDED
3.06					
3.07					
3.08					

Windows and external sliding doors

Standard aluminium framed sliding windows and sliding glass doors with keylocks are included *(bi-fold, awning, corner, louvre windows and bi fold, stacker / patio corner doors are not included in the base house price)*

NOTE

3.09	For dwellings where the floor level is over 2 metres above the ground level and where the lowest level of the window opening is less than 1.7m above the floor, the window opening will be restricted to a 125mm opening to comply with the Building Code of Australia unless other means are stated in this document				NOTE
3.10	Aluminium window and door changes as per plan revision 4			\$43.00	INCLUDED
3.11					
3.12					
3.13					

Fly Screens or Safety Screens

Please note when shown as included, fly screens or safety screens apply to aluminium windows and sliding doors only (unless otherwise stated)

NOTE

3.14					
3.15					
3.16	No window privacy screens have been included. screens are subjective to the Certifier's final determination.				NOTE

Front entry doors:-

3.17	Humes XN5 SPM 2040 x 820 entry door with Corvan entrance set				INCLUDED
3.18	External entrance door upgrade not applicable			\$0.00	N/A
3.19					

Garage/Laundry entry doors:-

3.20	Hume XF1 2040x820 paint grade external door with clear glass				INCLUDED
3.21					

External handrail:-

3.22	Aluminium powder coat handrail with vertical balusters 900mm high		N/A
3.23	External balustrade upgrade not applicable		N/A
3.24			

External stairs:-

3.25	Steel stringers with hardwood treads (if applicable)		N/A
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Ceiling height:-

3.26	2550mm ceiling height (8.5 Foot) (ground floor only, first floor level 2400mm high if applicable)		INCLUDED
3.27	Ceiling Ht upgrade (ground FI / S.S)	No Ceiling Upgrade	N/A
3.28	Ceiling upgrade 1st FI	No Ceiling Upgrade	N/A
3.29			

Garage door:-

3.30	2100mm high auto panel lift door (Includes 1 x wall mounted controller plus 2 x remotes for double garages or 1 x remote for a single garage)		INCLUDED
3.31		\$0.00	N/A
3.32			

4. INTERNAL FINISHES**Internal doors:-**

4.01	Humes "Accent" Range 2040mm door height		INCLUDED
4.02	Lanes "Lever-Set" handles		INCLUDED
4.03	Provide extra Awards Range hinged doors	Nominate Room	\$0.00 N/A
4.04	Upgrade 2 door swing door to vinyl slider	Nominate Room	\$0.00 N/A
4.05	Upgrade 2 door swing door to mirror slider	Nominate Room	\$0.00 N/A
4.06			
4.07			
4.08			
4.09			
4.10			
4.11			
4.12			
4.13			

Internal paint:-

4.14	3 coat paint system to all internal walls & gloss finish (same as wall colour) to all architraves, skirtings & door jambs. 2 x external colours, 1 x internal wall colour & 1 x feature wall colour (up to 20m2)		INCLUDED
4.15	Provide additional feature wall (up to 20m2) or external colour	\$0.00	N/A
4.16			
4.17			
4.18			

Shelving:-

4.19	1 x melamine shelf and rail to all robes		INCLUDED
4.20	1 x melamine shelf and rail to all WIR's		INCLUDED
4.21	4 x melamine shelves to linen's and store's		INCLUDED
4.22	Bank of 4, fixed shelf tower unit (1.8h x 0.5w)		\$0.00 N/A
4.23			
4.24			

Internal stairs:-

4.25	Cover grade, closed treads and risers staircase (not suitable for stain, polish or paint finish)		INCLUDED
4.26	Internal stair upgrade not applicable		N/A
4.27			

Internal Handrail and Balustrade:-

4.28	Painted pine timber top and bottom rail with metal vertical balusters		INCLUDED
4.29	Internal balustrade upgrade not applicable		N/A
4.30			

5. INSULATION

5.01	Sisalation to all external walls		INCLUDED
5.02	R2.5 thermal batts to trussed ceiling areas (including Garage and Alfresco) <i>(if applicable)</i>		INCLUDED
5.03	R1.5 thermal batts to all walls with lightweight cladding <i>(if applicable)</i>		INCLUDED
5.04			
5.05			
5.06			
5.07			

6. GAS SUPPLY

6.01	LPG gas bottles supplied by the owner		NOTE
6.02			
6.03			
6.04			

7. HOT WATER SUPPLY

7.01	Instantaneous gas hot water system		INCLUDED
7.02	Hot water system upgrade not included	\$0.00	N/A
7.03			
7.04			

8. KITCHEN

8.01	20mm Awards range Caesar Stone bench tops (includes waterfall ends) with laminated floor unit (island-bench-top-800mm-wide) with 1 set of cutlery drawers			INCLUDED
8.02	Overhead cupboards as per plan with infill panels above (flat ceiling only)			INCLUDED
8.03	Butlers Pantry / Scullery to include laminated bench top and floor unit and Posh Domaine round sink with Awards range sink mixer if shown on the plan. This includes 2 x melamine shelves above the bench top.			INCLUDED
8.04	Microwave tower C/w overhead cupboard & 3 pot drawers (if applicable)			INCLUDED
8.05	Provide 2 x banks of 3 pot drawers			INCLUDED
8.06	Provide a cold water point to the fridge space			INCLUDED
8.07	Omega OF910FXCOM freestanding dual fuel cooker (90cm) with an Omega ORW9XA 90cm canopy range hood			INCLUDED
8.08	Omega ODW700X dishwasher			INCLUDED
8.09	Upgrade to 90cm Smeg ultimate cooking package (FS9010XS dual fuel cooker, SWH910X1 canopy range hood, DWAU6214X dishwasher) from Omega 90cm cooking package & dishwasher		\$0.00	N/A
8.10	Awards range splashback tiles ("Gold" range from Beaumont Tiles)			INCLUDED
8.11	Where applicable, windows / fixed glass panels in a kitchen splashback application will be a minimum of 600mm high and the bench top will butt into the frame			NOTE
8.12	Glass splashback upgrade not included		Nominate Room	N/A
8.13	Sink tap upgrade not applicable		Nominate Room	\$0.00 N/A
8.14	Sink tap upgrade not applicable		Nominate Room	\$0.00 N/A
8.15	Provide AFA Flow double bowl undermount sink (9508125) ILO Radiant to island bench		\$412.50	INCLUDED
8.16	Provide 1200mm wide Caesarstone to Island bench top and water fall sides		\$1,100.00	INCLUDED
8.17	4 x melamine shelves to kitchen alcove are included in the base price			NOTE
8.18				
8.19				
8.20				
8.21				
8.22				
8.23				
8.24				

9. LAUNDRY

9.01	45L S/S bowl with white poly cabinet			UPGRADED
9.02	Provide 1 lineal metre of laminate cabinetry, 45 litre stainless steel drop in laundry tub with Ivy Mixer ILO white poly laundry cabinet, wall taps & outlet	1	\$522.00	INCLUDED
9.03	Provide additional laminate cabinetry and bench top to laundry per lineal meter		\$0.00	N/A
9.04	Extend the laminate bench top only (no cabinetry) over washing machine / dryer space	1.6	\$326.40	INCLUDED
9.05	Provide Laundry overhead cupboard (with Infills) to Laundry per lineal meter		\$0.00	N/A
9.06	Provide laminate broom cupboard 600mm deep to Laundry (LM)		\$0.00	N/A
9.07				

10. ENSUITE/BATHROOM

10.01	Laminated bench top and floor units			INCLUDED
10.02	Semi inset or semi recessed Awards range basins			INCLUDED
10.03	Awards range mixer taps and bath outlet			INCLUDED
10.04	Posh Domaine 3 function shower rail kit			INCLUDED
10.05	Base acrylic bath 1520mm			INCLUDED
10.06	Ivy double towel rail to each bathroom and Ivy toilet roll holders to each WC			INCLUDED
10.07	Heron American Standard CC toilet suite			UPGRADED
10.08	Polished edge frameless mirrors above vanities 900mm high (mirrors run the length of vanity)			INCLUDED
10.09	Nood Signature semi-frameless shower screens			INCLUDED
10.10	Ceramic soap holder to showers			UPGRADED
10.11	American Standard 350 wall mount hand basin with Bristol mixer to Powder Room	1		UPGRADED
10.12	Tiling heights as per Awards Specifications from the "Gold Range" of Beaumont Tiles (Please note that this allowance is for ceramic tiles only and that feature, mosaic, porcelain/rectified edge and glass tiles could incur additional laying charges)			NOTE
10.13	Provide tiled niche to wet area (300 x 900 x 70mm finished size) to Bathroom	3	\$510.00	INCLUDED
10.14	Provide tiled niche to wet area (300 x 2100 x 70mm finished size) to Ensuite	1	\$253.00	INCLUDED
10.15	Provide Posh Domaine CC BTW toilet suites 9509218 ILO Heron AS suites to all WC's		\$950.00	INCLUDED
10.16	Provide Awards Range laminate vanity ILO wall hung basin to powder room		\$873.50	INCLUDED
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11. ELECTRICAL**Power Supply:-**

11.01	Provide single phase power supply up to 6m setback from the front boundary		UPGRADED
11.02			N/A
11.03	Power supply upgrade not included		N/A
11.04			N/A

Solar Power:-

11.05	
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Light Points:-

11.06	Batten holders with CFC globes with 2 x 1200mm double fluoro lights to the Garage		INCLUDED
11.07	Standard number of light points included in this design	34	INCLUDED
11.08	Additional light points (batten and bulb)		\$0.00 N/A
11.09	Provide LED downlights ILO batten and bulbs	34	\$1,530.00 INCLUDED
11.10	Internal sub board (may be required in homes with over 75 combined light & power points)		\$460.00 INCLUDED
11.11	Provisional sum electrical allowance	1	\$1,500.00 P.SUM

Power Points:-

11.12	Single	5	Standard	1	Additional	\$66.00	INCLUDED
11.13	(Standard single power point allowance includes dishwasher, fridge point, microwave point, rangehood point and garage door point)						NOTE
11.14	Double	20	Standard	25	Additional	\$1,525.00	INCLUDED
11.15	Single Waterproof		each	Nominate power point positions		\$0.00	N/A
11.16	Double Waterproof	3	each	Nominate power point positions		\$282.00	INCLUDED

A/C Isolator (Includes RCD):-

1.17	Single Phase		Three Phase	\$0.00	N/A
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TV Points:-

11.18	2	Standard	7	Additional	\$462.00	INCLUDED
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Phone Points:-

11.19	2	Standard		Additional		INCLUDED
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NBN:-

11.20	NBN minimum requirement inclusive of 1 x phone point, 1 x double power point, 1 x external lead-in conduit and draw string and 1 x internal conduit and draw string are included (cover not included)					INCLUDED
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Data Points and Cabling:-

11.21	Cat 5 data point and cable (per point)		N/A
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Exhaust Fans/Ceiling Fans:-

11.22	Exhaust fans to comply with NCC requirements for WC's requiring mechanical ventilation					N/A
11.23	Exhaust fan	5		Location	\$1,430.00	INCLUDED
11.24	Exhaust fan/light			Location	\$0.00	N/A
11.25	IXL fan/light heater combination unit.			Location	\$0.00	N/A
11.26	White 3 blade ceiling fan			Location	\$0.00	N/A
11.27	White 3 blade ceiling fan/light	9		Location	\$2,448.00	INCLUDED
11.28	Brushed chrome 3 blade ceiling fan			Location	\$0.00	N/A
11.29	Brushed chrome 3 blade ceiling fan/light			Location	\$0.00	N/A
11.30	White 3 blade ceiling fan ABS Bullet 1200	1	Energy Efficiency requires a ceiling fan to "Outdoor Living Areas"		\$222.00	INCLUDED

Additional Electrical:-

11.31 *All additional electrical requirements to be clarified at the electrical consultation and post contract variation raised.*

NOTE

11.32

11.33

TV Antenna:-

11.34	TV antenna with booster	1	each	\$410.00	INCLUDED
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12. AIR CONDITIONING.

These items include Isolator switch and concrete base for external unit.

All air conditioner units are fitted with the Energex "Peak Smart Device"

All units are Daikin (unless otherwise stated)

12.01	2.5Kw split system air conditioner to the bedroom inverter, reverse cycle, 20amp 2.5mm circuit) (FTXS25			N/A
12.02	6.0Kw split system air conditioner to the living room (FTXS60 inverter, reverse cycle, 25amp 4mm circuit)			N/A
12.03	10Kw fully ducted air conditioner lowset 4 zones. (FDYQN100LAV1 capacity 6 - 7 outlets, 32amp 6mm circuit single phase power) includes My Air 5 controller system			N/A
12.04	12.5Kw fully ducted air conditioner lowset/highset 4 zones. (FDYQN125LAV1 capacity 7 - 8 outlets, 32amp 6mm circuit single phase power) includes My Air 5 controller system			N/A
12.05	14.0Kw fully ducted air conditioner lowset/highset 4 zones. (FDYQN140LBV1 capacity 8 - 10 outlets, 32amp 6mm circuit single phase power) Includes My Air 5 controller system			N/A
12.06	15.5Kw fully ducted air conditioner lowset/highset 4 zones. (FDYQN160LAV1 capacity 10 - 12 outlets, 32amp 6mm circuit single phase power) includes My Air 5 controller system			N/A
12.07	20Kw fully ducted air conditioner lowset/highset, 4 zones. (FDYQN200 capacity 12 - 14 outlets, includes upgrade to 3 phase power) includes My Air 5 controller system	1		\$18,924.00 INCLUDED
12.08	Additional zones (each)			N/A
12.09	Additional controller (e.g. upper floor)			N/A

Ducted air conditioning outlets, return air grills and other hardware positions may vary from plan due to framing constraints, these positions will be determined onsite by the installer

NOTE

Custom designs or larger designs with specific requirements will require a quote from the builders nominated supplier and may require the electrical mains to be upgraded to 3 phase.

NOTE

13. FINISHING ITEMS.**Flooring - Tiled Areas:-**

Location:- Provide AWARDS "Gold" range tiles to all main living areas including halls and passageways **INCLUDED**

13.01 Tile Upgrade Not Included **N/A**

13.02

13.03

Flooring - Carpet Areas:-

Location:- Provide AWARDS range carpet to all bedrooms, walk-in-robe and robes, including media room and study if applicable **INCLUDED**

13.04 Carpet upgrade not Included **N/A**

13.05

13.06

Tiled External Areas:-

13.07	Porch Only to be Tiled (Awards "Gold" Range)	5.7	\$513.00	INCLUDED
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13.08

14 EXTERNAL SITE WORKS.**Turf:-**

14.01	Wintergreen couch or equivalent (incl site prep & laying)		m2	\$0.00	N/A
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14.02

Fencing:- (Please note that any 50% claim from adjoining neighbours for shared fencing is the responsibility of the owner to pursue.)

14.03	1.8m high pine butted fencing		lm	\$0.00	N/A
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Location:-

14.04	1.8m high good neighbour fencing		lm	\$0.00	N/A
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Location:-

Gates:-

14.05	Single each	Double each		\$0.00	N/A
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External Concrete:-

14.06	Exposed aggregate concrete (abuts existing footpath if applicable)	61	m2	\$7,308.00	INCLUDED
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Location:-

14.07	Plain broom finish concrete (abuts existing footpath if applicable)		m2	\$0.00	N/A
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Location:-

14.08	Kerb Cut (excludes removal of existing concrete and /or removal of council footpaths)	1	each	\$650.00	INCLUDED
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14.09	Cut and remove existing footpath			\$430.00	INCLUDED
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Letterbox:-

14.10	N/A		each		N/A
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Clothesline:-

14.11	N/A		each		N/A
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HSTP/Sewage Treatment:-

14.12	Home sewerage treatment plant (HSTP) not included			\$0.00	N/A
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14.13

15 G.J. GARDNER PROMOTIONS

15.01

15.02

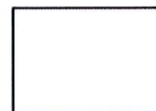
15.03	Spend and save promotion			-\$9,004.40	INCLUDED
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16 OPTIONAL EXTRAS.

16.01
16.02
16.03
16.04
16.05
16.06
16.10

Client Specific Inclusions	\$69,224.10
Base Price	\$412,000.00
	\$0.00

Your New Home (gst inclusive)	\$481,224.10
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**SPECIAL CONDITIONS :**

Any additional costs for Water Connections, Sewer Connections, Gas, Electricity, Telephone, Development Application, Decision Notice fees and/or Headworks fees are to be paid by the Owner. This Document is valid for 28 days from the "Date" stated on Page 1. All documents preceding this date are now NULL and VOID and must be destroyed. This Document subject to Site and Soil Test, Engineer's Report and Preliminary Plans/Working Drawings. The cost of all Retaining Walls, Crane Hire, Soil Stabilisation/Retention, Removal of Spoils, Rock Excavation, Tree Removal, Aircraft Noise requirements, compliance with any Council Energy Rating System and Sand/Metal Bedding to Service Pipes are to be paid by the Owner unless stated otherwise in this document. Please DO NOT make alterations to this document. Please Note that the terms contained within this document override the terms within the Awards Building Specification. If an Item is not listed on this document or form part of the Awards Specification then it will not be included in your New Home.

Client Signature:-

Date:-

Client Signature:-

Date:-

New Home Advisor:-

Date:-

Owner/s Initials

Builders Initials

NOTES**PROVISIONAL SUM ITEMS (P.SUM)**

A provisional sum is an estimate of the cost of carrying out particular work. The estimate includes the cost of supplying any materials needed for the work. An estimate is required if, after making all reasonable enquiries, the builder cannot give a definite amount for the item at the time the contract is entered into. As the builder cannot give a firm price the builder will make an allowance for the work which is included in the contract price including 20% Builders Margin and including GST.

PRIME COST ITEMS (P.C allowance)

A prime cost item is a cost agreed to by you and the builder for fixtures and/or fittings that you get to choose from a supplier, namely light fittings. This is included in the contract price.

DEMOLITION AND REMOVAL (if applicable) Please note that unless specified no allowance has been made for removal of existing dwellings, trees, stumps, concrete or any related spoil nor has any allowance been made for the disconnection, capping and/or reinstatement of required services.

COVENANT REQUIREMENTS

Please note that while all due care will be considered by your New Home Advisor, final covenant approval is be carried out by the owner.

CONTACTS

Sales Professional:-	Kamile Cordeiro	0434 475 592
Administration:-		3881 0311
Managing Director:-	Simon Marshall	3881 0311

DATE of ISSUE: 12/10/2020

BUILDING SPECIFICATION

For:

DETAILS REDACTED

Between:

DETAILS REDACTED

&

Builder: Maxicorp Pty Ltd

Builders Registration No1052162
ACN: 108 354 383



Proprietor/s Initials



Builder's Initials

PROPRIETOR/S: **DETAILS REDACTED**
SITE ADDRESS: **DETAILS REDACTED**
LOCAL AUTHORITY: MORETON BAY REGIONAL COUNCIL (LA)

PLEASE READ CAREFULLY BEFORE COMPLETING THE SCHEDULE

INTERPRETATION AND USE OF SCHEDULE

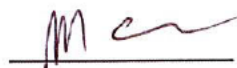
- 1 This schedule forms part of the contract for the proposed work when executed and initialled by both parties.
- 2 Where multiple choices are available, only one choice is permitted. If choice/s are not clarified by the proprietor/s at the time of signing the choice/s are to be at the Builder's sole discretion.
- 3 All items are to be selected within the range as determined by the Builder as allowable for this style of building.
- 4 **The terms contained within Annexure "A" override the terms within this building Specification. (Refer to rear of Specification)**
- 5 The owner acknowledges any plans supplied by the owner will be built to Maxicorp Pty Ltd General Conditions, Annexure "A" and Specifications. Any items not included in the General Conditions, Annexure "A" and Specifications do not form part of this contract and will not be included in your home.
- 6 **All changes agreed to, are recorded in the contract, this specification, "Annexure A" or the working drawings. The clients have checked that all changes are recorded in the documents mentioned above. All offers, building work, variations and discussions are reflected in the documents as listed above. No here say or verbal comments will be relied upon unless recorded in written form and signed by the Proprietor/s and the Builder (Maxicorp Pty Ltd).**

X
X

ITEM	DESCRIPTION	INITIAL ALTERATIONS
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1. **GENERAL**

- (a) Unless otherwise specified, the works shall be constructed in accordance with the Building Act 1975 (as amended) Australian Domestic Construction Manual and where appropriate the AS 1684 SAA Timber Framing Code.
- (b) Unless otherwise specified, the proprietor/s is responsible to provide a house site clear of any obstructions to building including removal of long grass, shrubs and trees where necessary.
- (c) It is acknowledged by the proprietor/s that it is the proprietor/s responsibility to engage a licensed surveyor to peg the boundary corners of the allotment prior to commencement of site works if the survey pegs are not in place.



Proprietor/s Initials


Builder's Initials

- (d) The proprietor/s acknowledges that it is their responsibility to provide all weather access suitable to allow vehicles and machinery, as normally used in the building industry, to drive in and out of the property.
- (e) It is the Proprietor/s responsibility to install subsoil drains to collect and remove seepage water, on completion of your project. Refer CSIRO BTF18
- (f) Unless otherwise specified, the contract price allows that town water supply will be available from one existing main (within the property boundary, max 6metre run) of the Local Authority prior to commencement of construction. Where no such water supply exists, the proprietor/s is to arrange at their expense, mains and a temporary fresh water supply for building purposes by means satisfactory to Maxicorp Pty Ltd, and to be available prior to commencement of construction.
- (g) This contract allows for 240 Volt single phase power being available prior to and during the construction of the dwelling. Where no such power is available the proprietor/s is to arrange temporary power to the satisfaction of Maxicorp Pty Ltd at the proprietor/s expense.
- (h) Designed Wind loading of the works is N2.
- (i) (i) Complying with statutory obligations and any notices and obtaining relevant approvals is the responsibility of Maxicorp Pty Ltd.
(ii) Maxicorp Pty Ltd and the proprietor/s acknowledge that notwithstanding proper requests by the Builder the Local Authority does not on all occasions carry out final inspections in relation to the works. The proprietor/s further acknowledges and irrevocably agrees that they will not make any objection to the lack of provision of a final inspection report subsequent to practical completion and further will not withhold or cause to be withheld any progress payments due to Maxicorp Pty Ltd, either directly or through their financier that are due to be paid to Maxicorp Pty Ltd on practical completion of the works.
(iii) The proprietor/s acknowledges and agrees that should their financier refuse to advance all or any funds until the provision of a final inspection report from the Local Authority which may not be available, Maxicorp Pty Ltd will at the proprietor/s cost obtain a final inspection report suitable to the financier from a qualified engineer/registered Builder.
- (j) Unless otherwise specified, all council/certifier building & plumbing fees are paid for by Maxicorp Pty Ltd, except for relaxation costs if required by local authorities. Any Bonds called for or development application fees requested by any Local or Other Authority or statutory body are to be arranged and paid for by the proprietor/s.**
- (i) **It is the responsibility of the proprietors to meet any development requirements and pay any necessary development fees including additional service connections.**
- (ii) **It is the responsibility of the Proprietor/s to obtain any necessary building consent from relevant developer or Land Corporation where a covenant applies. Maxicorp Pty Ltd will construct the house as per Contract, Specifications & Plans only.**
- (iii) **It is the responsibility of the Proprietor/s to obtain neighbours consents / statutory declarations for relaxations / build to boundary walls**
- (k) An Engineer's soil report, footing and slab designs are to be provided by Maxicorp Pty Ltd. The cost of which is taken from the initial deposit.
- (l) All piers and / or footings indicated on our engineers plans are indicative only, based on conditions encountered during the limited site investigation undertaken by our engineers. The exact number and location of piers and / or footings required are based on site

X 
X



Proprietor/s Initials


Builder's Initials

conditions at the time of construction and may require additional piers and / or footings. If any additional piers and / or footings are required by our engineers at the time of construction, the proprietor's acknowledge, they are at the proprietor's expense.

- (m) Should this Contract not proceed for any reason whatsoever all moneys expended by Maxicorp Pty Ltd on Local Authority fees, Insurances, obtaining soil reports and footing and slab designs, contour surveys, percolation test, plans, engineers fees and an administration fee, minimum of \$1000.00 (excluding GST) for the costs of preparation of contracts shall be deducted forthwith from any deposit paid by the proprietor/s. If the deposit paid by the proprietor/s is insufficient to cover such costs then the proprietor/s shall pay such extra costs to Maxicorp Pty Ltd within fourteen days after receiving notification that the same are due and payable.
- (n) Colour selection must be completed before council/certifier approval has been received to enable the proprietor/s home to be built within the construction period stated in this contract. The colour selection does not form part of this contract however, any item chosen at a cost above standard allowance in the colour selection will be charged as an extra.
- (o) (i) Any valuations required by the lending body (other than council/certifier final inspection) are to be the responsibility of the Proprietor/s to organise.
(ii) Maxicorp Pty Ltd takes no responsibility for any colour variation in the roof tile, brick, ceramic wall and floor tile, between those shown in displays or brochures to those delivered by the manufacturer. These products may vary slightly in colour from time to time and any discrepancy is the responsibility of the manufacturer.
(iii) Electrical Quantities as per Maxicorp Pty Ltd standard allowance & or quantities included in Annexure A, Electrical quantities not as indicated on plan.
(iv) The proprietor/s and Maxicorp Pty Ltd hereby agree that any extension of time claimed for practical completion due to wet or inclement weather shall be based on notification pursuant to the relevant clause of the Contract and shall be claimed as per the logged days by the nearest post office or weather bureau.
(v) The proprietor/s acknowledges that it is their responsibility to pay a deposit to the electrical authority to connect power after handover. Any delay by the electrical authority in connecting power shall not on its own delay practical completion or final payment to Maxicorp Pty Ltd.
(vi) Where due to soil conditions, Local or Other Authority requirements, pump out tanks, submersible pumps and irrigation systems are needed over and above the normal septic system, the proprietor/s agrees to bear the costs thereof and proceed by way of variation pursuant to the relevant clause of the Contract.
- (p) **Maxicorp Pty Ltd reserves the right to charge Builders Margin on top of each variation requested by the proprietor/s subsequent to execution of the contract. Variations are deemed to be changes, additions, deletions and alterations to contract, colour selection, allowances or prior variations, during construction period. Each variation will add a minimum of 7 days to the contract time, or additional days there after if applicable.**
The owner is in substantial breach of this contract, if the owner fails to pay the price of a variation by the date for payment specified by the builder.
- (q) **The proprietor/s acknowledge that any items included in Building Specifications and or the "Annexure A" that the proprietor/s choose to have credited from their building contract will be credited less 20% builders margin.**
- (r) Maxicorp Pty Ltd accepts no responsibility to contact the owners of adjoining properties in relation to fencing. It is the Proprietor/s responsibility to contact the adjoining neighbours to arrange rebates. Should the Proprietor/s not arrange rebates, Maxicorp Pty Ltd will install the fence(s) as per the contract at the Builder's discretion.

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X 

X 
X 


Proprietor/s Initials

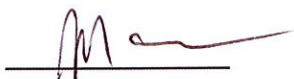

Builder's Initials

- (s) The proprietor/s acknowledges that they have not relied upon any representations made by Maxicorp Pty Ltd, its agents, employees or workmen in entering into this contract other than those representations as are included in and form part of this contract. 
- (t) The contract has allowed for termite treatment in accordance with AS3660 Part 1 and any deviation from this will be at the proprietor/s cost.
- (u) Provisional Sum or Prime Cost items (to the value of items at section 21) in this contract will be adjusted with a margin of 20% for recovery of profit and administration as per the building contract. Adjustments will be made on receipt of final invoice and credited or debited on the final progress claim. These allowances are non-transferable and will be subject to 20% retention if deleted. 
- (v) Commencement is to take place within 20 working days from the day that Maxicorp Pty Ltd are in receipt of the following: 5% Deposit, Proof of Land Ownership, Letter of Unconditional Finance Approval or Joint Security Account for Cash Contracts, Fully Complete and Signed Colour Selection (including any Variations), Signed Kitchen Drawings, Signed Tile Layouts and Certified/Council Building Approval. 
- (w) In the event that a product is discontinued and or unavailable the Builder reserves the right to provide a replacement product of similar quality and functionality without prior written notification. 
- (x) I/We have read and understand the Contract Documents and The Contract Information Statement and have had the opportunity to seek independent advise. I/We have not relied upon any representations made by Maxicorp Pty Ltd, it's agents, employees, workmen, directors, shareholders, subcontractors and servants against any claim or litigation which may occur prior to, during or after construction of this dwelling in entering into this contract other than those representations as are included in and form part of this contract. 
- (y) The parties agree that any item not defined in the contract documents is to be determined at the sole discretion of the builder 

2. SERVICES

- (a) The Telephone pre wire inside the structure / house is the responsibility of the builder . Telephone installation and connection from the service "provider point" (generally found outside the property boundaries) is the responsibility of the proprietors.
- (c) The contract does not include the costs that the owner will have to pay to a third party (being someone other than the builder) for:
- (i) Conveying services to the site,
 - (ii) Connecting or installing services for use at site,
 - (iii) Issuing a development approval or similar authorisation
- that are related to the carrying out of the works: Examples for (a) & (b) are gas, electricity, telephone, water and sewerage.
- (d) It is the owners responsibility to pay for electricity and water usage for the duration of the build.

3. EXCAVATION



Proprietor/s Initials



Builder

The proprietor/s acknowledges that after breaking the surface of the ground, if variations are required by Local or Other Authorities, or due to the nature of site access or due to extra excavations or footings required if rock or other unforeseen items are encountered, then Maxicorp Pty Ltd will notify the proprietor/s as provided for in the relevant clause of the contract and the cost of such variation together with a reasonable allowance for overheads and profits shall be adjusted against the contract sum.

- (a) Site cut/Fill to be within 1.5m of the building foot print ONLY. Any additional excavation is excluded from this contract.
- (b) Proprietor to supply and compact fill and provide a satisfactory compaction certificate prior to commencement of site works.
- (c) Site scrape up to 300mm fall across building platform only.
- (d) Removal of excavated material spoils, (the stockpile of any excavated materials or spoils) is the responsibility of the proprietor/s.
- (e) Trees, etc to be removed by the proprietor/s, if required, prior to construction commencement.
- (f) The proprietor/s and Builder agree that the proprietor/s is to complete all retaining walls (If applicable). The said work must be completed prior to site works commencing, if applicable.
- (g) **Importation of fill (soil and or gravels) is NOT included and if required is the responsibility of the proprietor/s. If under any circumstances the fill is required urgently, Maxicorp Pty Ltd will arrange and charge a variation to the proprietor/s. Note (Additional fill may be required for driveways and patios in some cases if there is insufficient fill left on site).**

X 
X 

4. CONCRETER

- (a) Slab and Footings to be minimum required for soil type as designed by Engineer.
- (b) Extra piers, beams, steel, if required by Engineer after council/certifier approval are at the proprietor/s expense.
- (c) One concrete pump has been allowed for the construction of the proprietor's home. The proprietor/s acknowledges that any additional concrete pumps will be at the proprietor's expense.
- (d) Driveway is NOT Included
- (e) Plain Broom Finish Concrete to Patios/Porches, Verandas, and Alfresco slabs are poured with the Main house slab.
- (f) Exposed Aggregate to External Areas is NOT Included.
- (g) Kerb Removal or Council Approved Driveway Crossovers are the responsibility of the Proprietor/s.
- (h) Importation of fill (soil and or gravels) to form any paths, driveways or any external concrete is NOT included.
- (i) Reinforced concrete floor slab (Waffle Pod) system to "S" site with SL72 fabric and 100mm concrete cover.

5. DRAINER

- (a) Sewerage installation to be in accordance with Sewerage and Water Supply Act Amendments Act 1981 and Local Authority Approved Plan, total run of sewerage to 30 lineal metres.
- (b) Septic / Sewerage Treatment Systems are NOT included.
- (c) Rainwater Tanks and pumps are NOT Included.
- (d) Stormwater is to be piped to the street on the normal 6m setback to a maximum of 60 linear meters.
- (e) 2 yard gullies included

6. BRICKLAYER

- (a) Joints are raked with natural mortar.
- (b) Sills are laid on edge.



Proprietor/s Initials


Builder's Initials

- (c) Expansion and articulation joints will have the surface to be filled with clear silicone.

7. CARPENTER/JOINER

- (a) External Timber Framing is pine as per Australian Standard.
- (b) All Framing Timber is Engineered Structural Framing.
- (c) All Ground Floor ONLY Ceiling Heights are 2.550m
- (d) Sisalation is included to all external walls.
- (e) 19 mm structural pine board flooring to upper floor (if applicable).
- (f) Roof trusses are Pine 25° Roof Pitch (excluding skillion roof designs) made to manufacturer's specification.
- (g) Internal timber framing is pine as per Australian Standard
- (h) R2.5 Insulation Batts to ceiling for Concrete Roof Tiles / Colorbond.
to the roof space of living areas excluding garage and external areas.

8. INTERNAL LININGS

- (a) All Walls are sheeted with 10mm plasterboard, with the exception of:-
 - (i) Bathroom walls sheeted with villaboard
- (b) All ceilings are sheeted with 10mm plasterboard.
- (c) Cornice is standard cove pattern 90mm & square set to canopy range hood space where applicable.
- (d) Raked or Sloping Ceilings to be square set.
- (e) NO arches are included.
- (f) Internal Plasterboard – Square set corners to all external corners.
- (g) NO plasterboard to be installed to the underside of closed in house stairs.
- (h) NO Ceiling battens Included. Direct fix to frames and trusses.

9. EXTERNAL WALL CLADDING

- (a) Bricks from Builder's selected standard Builders Selected Standard Range. Any deviation from the selected standard range will be at an extra cost to the proprietor/s.
- (b) **The proprietor/s accepts that shade and batch variation is a natural characteristic of all kiln fired products. Colour may vary from any samples provided by Maxicorp Pty Ltd Brick Supplier.**
- (c) Classic Facade allows for face brick only (no render)
- (d) All remaining streetscapes have rendered front façade with 1 metre returns only.
- (d) Roof Gables and gable infills are 6mm Fibre Cement sheeting (unvented).
- (e) Soffits to be 4.5mm Fibre Cement sheeting (unvented), Infill above garage doors and windows are 4.5mm Fibre Cement sheeting.
- (f) Lined veranda's to have 10mm Plasterboard linings.
- (g) External Cladding (1) one main paint colour and (1) one additional feature paint colour ONLY.
- (h) Multi Storey External Wall Cladding (Non Brick Veneer) is 6.0mm Fibre Cement Sheetting or Hardie Linea Board, as indicated on plans.
- (i) Single storey external light weight cladding is Hardie Linea Board

X 
X 

10. DOORS (including type, finish, furniture)

- (a) Front entrance door is Humes XS24 or XS26 820mm hinged door clear glazed.
- (b) Builders Side Glass & Side Lights - Not included, if upgraded is glazed in clear glass,
- (c) Other exterior timber doors are Humes Flush Panel Exterior Door (if applicable).
- (d) Garage door is 2100high Steel-Line in Heritage, Slim-Line or Ranch range. (No Glass Panels). 2 hand held controllers for 2100high garage doors only.
- (e) Internal doors are a choice from Humes Range- Accent Range
- (f) Internal Frames are DAR FJP Pine to suit.
- (g) Internal door handles are Lane Specifier series.


Proprietor/s Initials


Builder's Initials

- (h) External door handles are Lane Corvan Entrance Set to Entry and Lane Lever to all other external doors.
- (i) Door Hardware Items Supplied outside of Maxicorp Pty Ltd Standard Specifications may incur additional installation costs.

11. INTERNAL FIXING TIMBERS

- (a) Architraves are 42 x 12mm Timber.
- (b) Skirting is 68 x 12mm Timber.
- (c) Jambs are 93 x 19mm FJ pine.
- (d) Profile is colonial or bullnose.
- (e) Internal stairs where applicable to be pine / MDF cover grade closed tread with (1) banister rail.
- (f) Carpenter built pantry to have four (4) melamine shelves.

12. STAIRS

- External:
 - (a) External stairs to be galvanised steel stringer with hardwood timber open tread and timber hand rail where applicable.
 - (b) External decks to be tiled.
 - (c) Powder Coated Aluminium handrail and balustrade to all External Decks
- Internal:
 - (a) Wrought Iron Balusters (vertical)
 - (b) Painted Pine Timber top & bottom rail (Breadloaf Hand Rail)
 - (c) Internal stairs where applicable to be pine / MDF cover grade with (1) banister rail.
 - (d) No Plasterboard to be installed to the underside of closed housed stairs.

13. ALUMINIUM WINDOWS AND DOORS

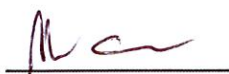
- (a) As shown on floor plan.
- (b) Frame finish is powdercoated aluminium. From Builders Selected Range. Any changes to selected colour range will incur extra cost to proprietor/s. Clear glass to all aluminium windows and doors
- (c) Reveals are Pine.
- (d) Side and sill flashing is included.
- (e) Glass to be obscure to wet areas and clear to the remaining windows and sliding doors.
- (f) For dwellings where the floor level is over 2 metres above the ground level and where the lowest level of the window opening is less than 1.7m above the floor, the window opening will be restricted to a 125mm opening to comply with the Building Code of Australia. Security Screens comply but are NOT included in this specification.

14. SCREENS

- (a) Flyscreens are NOT included.
- (b) Security screens are NOT included.

15. ROOF COVERING

- (a) Colorbond Roof (excluding Classic Streetscape Designs)
Roof Tiles Traditional Profile & Bushland Blend in Standard colours (Classic Streetscape ONLY).
- (b) Roof sarking is included to all roofs.
- (c) Bristle Concrete Barge Cap to all Barges where applicable.

16. PLUMBER

Proprietor/s Initials



Builder's Initials

- (a) Colorbond Metal Fascia and Square Gutters in standard colour range (square line profile).
- (b) Downpipes are 90mm round P.V.C.
- (c) Floor Waste as required by Local Authority.
- (d) Hot water tempering device to council requirements.
- (e) Plumbing Items Supplied outside of Maxicorp Pty Ltd Standard Specifications may incur additional installation costs.
- (f) One (1) x Fridge Tap is included.

17. FIXTURES AND FITTINGS

- (a) Bath is a Base 1525mm Acrylic in white.
- (b) Kitchen sink is a 1 & 3/4 bowl Radiant, 1 tap hole in Stainless Steel.
- (c) Laundry tub is a 45L Stainless Steel Trough & White Poly Cabinet Unit.
- (d) Raised shower hobs with aluminium angles matching shower frame colour.
- (e) Vanity basins are Semi-Recessed Whitestone Hox or a Carboni semi inset, 1 tap hole in White.
- (f) W.C.'s to be American Standard Heron.
- (g) One hose tap to front of house and one to rear as positioned on plan (No extra external taps are included).
- (h) Shower Screens are semi-frameless with a pivot door in clear glass from the Bradnams Nood Signature Semi-Frameless Range.
- (i) Mirrors to each vanity are 900mm high x full length of vanity with frameless flat polished edges.
- (k) American Standard 350 wall mount hand basin to powder rooms

18. TAPWARE

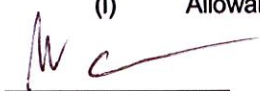
- (a) Kitchen sink tap is an Ivy Slimline Sink Mixer in Chrome.
- (b) Basin, Bath, and Shower taps to be Mizu Flickmixers.
- (c) Bath outlet to be Mizu wall mounted outlet.
- (d) Shower heads to be Posh Domain 3 Function Shower Rail kits, one to each shower
- (e) Washing Machine cocks to be Bristol and Laundry tub taps to be Bristol with standard swing arm.

19. GAS SERVICE

- (a) Gas Hot water unit is an Instantaneous Hot Water

20. ELECTRICIAN

- (a) Single Phase connection underground. (Max 6 metre run allowed).
- (b) Overhead mains and Intermediate Property Pole are NOT included.
- (c) One light point is allowed to each room (batten holder).
- (d) Two external lights are allowed (batten holder).
- (e) One (1) double power point is allowed to each room, except kitchen, W.C. Walk in Robes and Hall Way.
- (f) Three (3) double power points are allowed to kitchen.
- (g) Power point for Range Hood is included.
- (h) Power point for Dishwasher is included.
- (i) Power point for Garbage Disposal is NOT included.
- (j) Power point for Microwave is included.
- (k) Power point for TV Booster is NOT included.
- (l) Allowance for additional points.....NIL.


Proprietor/s Initials
Builder's Initials

- (m) Exhaust fan is included where applicable to comply with NCC requirements.
- (n) Exterior weatherproof power points only are allowed to septic , sewerage treatment systems or pressure pumps, if these items are supplied by Maxicorp Pty Ltd.(NOTE: run of underground supply to the above by proprietor).
- (o) One (1) x T.V. point for Low Set & Two (2) T.V Points for High Set are allowed.
- (p) Smoke detectors to NCC 96.
- (q) T.V. Booster and J18 TV antenna and associated power points are NOT included.
- (r) Light fittings are NOT included.
- (s) Property pole is NOT included where main run is greater than 20 metres and would be an extra to the proprietor/s.
- (t) Main power board and Circuit breakers are included, (internal sub-board is NOT included).
- (u) Safety switch included, any dimmer switches are NOT included.
- (v) Phone Points Qty 1 for Low Set House, Qty 2 for High Set House allowed.
- (w) Garbage disposal is NOT included.
- (x) Ceiling Fans are NOT included.
- (y) Two (2) x Double fluro to a Double Garage, One (1) x Double fluro to Single Garage.
- (z) Isolation Switch to cook top and Oven
- (a.a) NBN minimum requirement inclusive of 1 x phone point, 1 x double powerpoint, 1 x external lead conduit and draw string and 1 x internal conduit and draw string are included.

21. WHITE GOODS

- (a) Freestanding Cooker is an Omega OF910FXCOM Stainless Steel 90cm.
- (b) Rangehood is a Omega Canopy Rangehood ORW9XA Stainless Steel 90cm. Ducting to range hood is NOT included.
- (c) Dishwasher Omega ODW700X 60cm included
- (d) Microwave is NOT included.

22. CABINETMAKER

- (a) Kitchen cupboards are 600mm wide with Select Laminates.
Bench tops are 20mm standard Caesar Stone with gable ends (butt finish) to island benches where applicable. Standard bench tops .600mm wide. Servery bench tops are .800mm wide. One bank of four drawers with cutlery tray to top drawer and 2x Pot drawers. The balance of kitchen floor units will be Under bench cupboards and microwave tower. Mitres to the waterfall ends. Caesar stone edge profile to be pencil round or flat with aris.
- (b) Dishwasher provision is included.
- (c) Microwave provision is included.
- (d) Overhead cupboards are as show on plans 2100mm high with square edge doors with Plasterboardinfill's above overhead cupboards only.
- (e) Vanities are as per plan, cupboard under with 1 melamine shelf with swing doors. Vanity doors are square edge. Vanity Bench tops are 180 Degree post formed, unless Banjo style top – square edge. 1 set of 3 drawers. Please note that Vanity Units under 1 metre in length do not include any drawers.
- (f) Built in Robes to all Bedroom's and linen cupboards have swing doors. As per plan.
- (g) Full length top shelf and hanging rail to Robes throughout.
- (h) Mirror Sliding Doors are NOT included.
- (i) Vinyl Sliding Doors are NOT included.
- (j) One laminate colour to kitchen & bathroom bench tops.
- (k) One laminate colour to all cupboards/doors.
- (l) Butler's Pantry/Scullery to have laminated benchtop and floor unit ONLY with round sink and Awards Range sink mixer if a sink is shown on the plan.
- (m) Soft close drawers and doors not included

23. CERAMIC TILING



Proprietor/s Initials



Builder's Initials

- (a) All tiles are ALLOWED from the Awards Range, from the builders select range. Tile laying is in a square pattern and 300mm x 300mm minimum tiles. No allowance has been made for Borders or Features. (No Credits will be granted)

X 
X 

Tile Supply allowance \$23.50 per m2 including GST

- (b) The proprietor/s accept that shade and batch variation is a natural characteristic of all kiln fired products. Colour may vary from any samples provided by Maxicorp Pty Ltd Tile Supplier.

(b) Porcelain tiles and associated costs NOT INCLUDED.

(d) Directional tiles and associated costs NOT INCLUDED.

(e) Tiles over 500mm x 500mm and associated costs NOT INCLUDED.

(f) All tiling layouts provided by Tile Supplier are indicative only and do not form part of the Contract.

(g) Tile Layouts are dependent on the fixtures, fittings and are to be determined on site at the discretion of the Builder.

(h) Tile layouts are not necessarily vertically or horizontally aligned.

Additional laying costs are applicable for;

- 600X600 standard rolled edge tile
- 600x300 standard rolled edge tile
- timber planks – 150x900 standard rolled edge tile
- feature mosaics (sheets)
- hexagonal/lantern style mosaics
- 600X600 rectified edge
- 600x300 rectified edge
- timber planks 150x900 rectified edge
- pattern lay of tiles- eg brickbond , herringbone

Bathroom

- (a) Wall tiles - 2000mm high in shower, one row above vanity 150mm high, two rows above bath (max 400mm high).
- (b) Floor tiles - to all of room (not under floor fixtures).
- (c) Skirting – 150mm high.

Ensuite

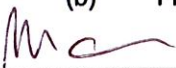
- (a) Wall tiles - 2000mm high in shower, one row above vanity 150mm high.
- (b) Floor tiles – to all of room (not under floor fixtures).
- (c) Skirtings – 150mm high.

Laundry

- (a) Wall tiles - 2 rows behind tub. (max of 400mm high).
- (b) Floor tiles - to all of room (not under floor fixtures).
- (c) Skirtings – 150mm high.

W.C.

- (a) Wall tiles - 150mm high to skirting only.
- (b) Floor tiles - to all of room (not under floor fixtures).



Proprietor/s Initials



Builder's Initials

Kitchen

- (a) Wall tiles - 2 rows above bench (max 600mm high) or to underside of overheads (e.g. cupboards & Rangehood where applicable).

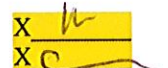
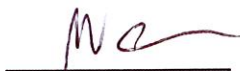
Fixtures Included

- (a) 1 x Double Towel rail to each bathroom.
 (b) 1 x White Ceramic Soap Holder (150 x 75) to each shower.
 (c) 1 x Toilet Roll Holder to each W.C is included.
 (d) 1 x Towel Ring to each Powder Room basin (where applicable).

24. PAINTER

- (a) Refer to Colour Scheme for Selections.
 (b) External painting by Builder.
 (i) External FC sheeting two coats of acrylic paint.
 (ii) External metal one coat of primer one coat enamel.
 (iii) Other external surfaces according to manufacturer's specifications, and to be one colour only.
 (iv) External Doors, Door jambs, architraves and reveals painted in gloss by Builder.
 (v) No preparation, painting or Sealing to Timber Decks (balcony), Stairs, Floor Joists, Bearers, Rafters and Beams - left to the responsibility of the owner.
 (vi) External Timber Posts and Handrails (2) two coats Acrylic.
 (vii) External brick walls are left natural unpainted by Builder.
 (viii) Staining / Oiling or Clear finish Timbers Not Included.
 (c) Render (if applicable) (2) two coats Acrylic Paint.
 (d) Internal Painting by Builder. (Walls to be of one (1) x main colour and one (1) x additional/Feature colour to one wall up to 4 meters long, the ceilings to be Builders white.)
 (i) Ceilings two coats of acrylic paint to Manufacturer's Specification (White).
 (ii) Walls three coats acrylic paint to Manufacturer's Specification.
 (iii) Inside cupboards wall colour
 (iv) Wall-paper is NOT included
 (e) Internal Doors, Door jambs, architraves and skirtings are painted in the selected wall colour with an oil based gloss finish by the Builder.
 (f) **Due to opacity concerns that are prevalent with yellow Based colours, extra coat/s may be required. In Some instances Yellow based paints may need additional coats of paint. Please note that any additional coats other than what is started in your contract will be a cost to the owner.** 
 (g) **Due to Wattyl being Maxicorp Pty Ltd Supplier only Wattyl's selection of colours may be used. Matching another brands paint to a Wattyl base may not match the colour exactly and can result in colour variances. Due to this reason If you wish to use another companies colour you hereby indemnify Maxicorp Pty Ltd and it's contractors against any claims or rectification costs in the event of any colour variances.**

- (h) In the event that a colour considered to be white is selected or upgraded for the oil based gloss finish to the internal skirtings, architraves and doors the owner indemnifies the builder against any claim for rectification due to discoloration of the paint as this is a common occurrence due to the properties / pigments of the paint. The use of white paint to the gloss elements is at the risk of the owner and if discoloration occurs will not be considered a defect under the contract

Proprietor/s Initials



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25. FINAL CLEAN

- (a) Internal Builders pre clean is included.
- (b) External site clean includes building waste removal (Soil, trees, vegetation or other items are NOT included & are the responsibility of the proprietor).

26. EXCLUDED ITEMS – unless Specified in your Contract

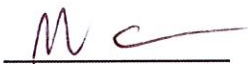
- (a) Swimming Pool is NOT included.
- (b) Landscaping is NOT included.
- (c) Turf is NOT included.
- (d) Fencing is NOT included.
- (e) Clothes line is NOT included.
- (f) Curtains are NOT included.
- (g) Retaining walls are NOT included.
- (h) Air Conditioning is NOT included.
- (i) External driveway and Path concrete is NOT included.
- (j) Rainwater Tanks and pumps are NOT Included.
- (k) Concrete Base Allowed for Gas Bottle.
- (l) Mailbox is NOT included.
- (m) Temporary fencing NOT included
- (n) Traffic Control NOT included
- (o) Water meter installation NOT included

27. OWNER SUPPLIED ITEMS

- (a) **Strictly no owner supplied fixtures, fittings, services or finishes. The owner is to select from the builders ranges provided, all additional services or upgrades are to be completed after handover.**
- (b) Gas Bottles if applicable to be Supplied & Installed by Owners.
- (c) Swimming Pools
 - (i) The proprietor acknowledges and accepts full responsibility & liability to provide a secure fence to the perimeter of any swimming pool. The proprietor further acknowledges full responsibility to keep their pool completely empty and dry of any liquids, clean and clear of any waste of all kind. (Refer clause 10.7 HIA QC1 2000 Building Contract).
- (d) Owner supplied items are not insured under this contract and it is the Owner's responsibility to arrange insurance for these items.
- (e) Maxicorp Pty Ltd will not accept any responsibility for Owner supplied items.

**27. TURN KEY ITEMS**

- (a) Carpet to all Bedrooms and Robes (Study and Media rooms where applicable) from Builder's Awards Range. High set to have carpet to the first floor halls if kitchen is located on the ground floor.
- (b) Floor Tiling to all Living areas from Builder's Awards Range or from Awards Range of 8mm Timber laminate collection.



Proprietor/s Initials



Builder's Initials

- (c) Plain Broom Finish Concrete to Patios/Porches, Verandas, and Alfresco slabs are poured with the Main house slab.

TERMITE MANAGEMENT**Special Condition 26.**

The Builder shall incorporate into the works termite barriers to deter concealed entry by termites into the building. The barriers shall comply with the requirements of AS 3660.1 – 2000 for the design and construction of subterranean termite management systems for new buildings and ground level extensions or renovations.

The Owner acknowledges and agrees that:

- (i) the choice of barrier systems shall be at the absolute discretion of the Builder;
- (ii) A termite barrier system constructed in accordance with AS 3660.1 – 2000 cannot prevent termite attack, as barriers may be bridged or breached.

Signed by the Builder : M. Roberts

Signed by the Proprietor/s: M. Roberts

Signed by the Proprietor/s: C. Smith

**HOME OWNERS TERMITE CONTROL
AGREEMENT**

M C

Proprietor/s Initials

M
Builder's Initials

1. The proprietor/s will have the house inspected annually by a competent pest control operator and to seek to comply with the advice of that operator.
2. The proprietor/s will not build garden beds over weep holes.
3. If the proprietor/s perimeter barrier is the exposed slab edge, they will maintain it to allow visual inspection.
4. If the proprietor/s build an extension or renovate, they will reinstate any broken barriers.
5. The proprietor/s will ensure that if any other work breaks a barrier, the barrier will be reinstated.
6. The proprietor/s will not store firewood close to the house.
7. The proprietor/s will comply with the warranty for the system of termite control installed.
8. The proprietor/s will regularly inspect for infestations.
9. The proprietor/s will inspect the perimeter and underside (if appropriate) to detect any breach of the barriers.
10. The proprietor/s is aware that if I do not keep this agreement both the product warranty and the State's statutory warranty may be voided.

The proprietor/s agree that I/we have received a copy of the "Home Owners Guide for Protection from Termites". As produced by Master Builder Australia.

Signed by the Proprietor/s:



Date: 11 / 11 / 20

Signed by the Proprietor/s:



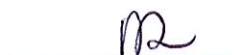
Date: 11 / 11 / 2020

SITE POSSESSION AND ACCESS

Due to Potential Risks and the current Work Place Health & Safety Regulations, we respectfully request that the owner only access the site, under the guidance of our Maxicorp Pty Ltd building supervisor. Maxicorp Pty Ltd 5 Star



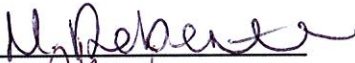
Proprietor/s Initials

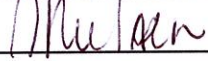

Builder's Initials

inspection program will allow ample opportunity to not only inspect the works, but, to discuss any issues directly with the supervisor on site.

We ask that you abide by the above in accordance with the contract agreement (as per clause 10, page 14 in the HIA Contract). If you require site access outside the 5 Star inspections, we request prior written notice to allow us to organise an appropriate time for both parties to meet on site.

Unauthorised access is a breach of contract and is also hazardous due to Workplace Health & Safety issues that are commonplace on building sites.

Signed by the Builder: 

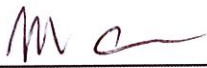
Signed by the Proprietor/s: 

Signed by the Proprietor/s: 

Air-conditioning Unit Placement

Please Note that the location to which the air-conditioning unit will be placed is at the sole discretion of the owner. Any complaints or associated issues with the positioning of the unit does not fall under the responsibility of the Builder.

Please refer to the below correspondence in regards to the noise monitoring of your air-conditioning unit:



Proprietor/s Initials


Builder's Initials

I wish to bring to your attention the following information regarding a potential contravention of a prescribed provision being Section 440Q (Offence of contravening a noise standard) of the *Environmental Protection Act 1994*.

Section 440U of the *Environmental Protection Act 1994* specifies the following:

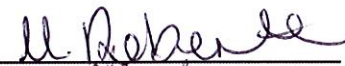
"An occupier of the premises must not use, or permit the use of, the equipment on any day from 7a.m. to 10p.m, if it makes a noise of more than 5dB(A) above the background level".

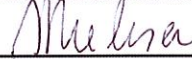
"An occupier of the premises must not use, or permit the use of, the equipment on any day from 10p.m. to 7a.m, if it makes a noise of more than 3dB(A) above the background level".

The Brisbane City Council's Environment Team may conduct noise monitoring of an air conditioning system to determine whether its use contravenes Section 440Q of the Act. The noise monitoring may be conducted from the affected building. Where a contravention is noted, the Council will issue a Direction Notice requiring the occupant to either cease using/operating the air conditioning unit or to reduce the noise from the air conditioning unit to comply with the noise limits specified under Section 440U.

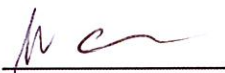
I advise that operating any ducted air conditioning system over 10kw is likely to contravene this provision.

Where possible, I recommend the placement of the outdoor air conditioning unit be adjacent to the neighbouring property's garage/laundry/bathroom rather than bedrooms and living areas to minimise disruption to the neighbours.

Signed by the Builder: 

Signed by the Proprietor/s: 

Signed by the Proprietor/s: 



Proprietor/s Initials


Builder's Initials

Queensland New Homes Construction Contract (QC1)

OWNERS:

DETAILS REDACTED

JOB:

231443

LOT:

19

SITE:

DETAILS REDACTED



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.

DISPUTE RESOLUTION

If a dispute with your contractor occurs, firstly advise them in writing giving them a reasonable time to respond. If this doesn't resolve the problem, explore QBCC's free Early Dispute Resolution (EDR) service and your legal options. **QBCC recommends you obtain independent legal advice before terminating the contract. Incorrect termination may have serious legal and financial consequences and reduce your protection under the Qld Home Warranty Scheme.**

EXTENSIONS OF TIME (EOTs)

The contract must state the Date for Practical Completion for your project, or how the date is to be determined (e.g. 180 days from commencement). The Act sets out circumstances in which a contractor may seek to extend this date (e.g. if you approve a variation to the contract which involves extra work, or the work is interrupted by more rain than could reasonably have been anticipated). The contractor must give you a written EOT claim which you should carefully consider (not unreasonably reject) and respond to promptly in writing. If you approve the claim, the Date for Practical Completion will be extended by the period claimed. If you do not approve the claim, the extension is deemed 'disputed'.

LIQUIDATED DAMAGES (LDs)

LDs are contractual payments to compensate a home owner for extra costs/losses they are likely to incur (e.g. extra rental costs) if the contractor fails to complete the work within the time allowed for in the contract (after allowing for legitimate extensions of time). Carefully consider what, if any, LD amount is appropriate for your project and ensure it is recorded in the contract.

PRACTICAL COMPLETION AND HANDOVER

You are not required to pay the final contract payment until all of the contracted work has been completed in accordance with the contract including any plans and specifications, all legal requirements, and either without any defects or omissions, or with only minor defects or minor omissions that will not unreasonably affect occupation. If you believe there are any minor defects or minor omissions, the contractor must give you a 'defects document' (listing agreed and non-agreed matters). This document should be compiled by you and the contractor during a handover inspection. Check your contract to see if it imposes any extra requirements on the contractor for practical completion.

WARNING: Strict timeframes apply for notifying QBCC about defects. For more information please refer to the Regulatory Guide on the following QBCC website address qbcc.build/rectify-building-work

IMPLIED WARRANTIES

Sections 19 - 26 of Schedule 1B of the Act set out statutory warranties deemed to be part of all regulated domestic building contracts, even if not stated in the contract. The *warranty period* is 6 years from completion, termination or cessation of the work for breaches resulting in structural defects; 1 year for all other breaches. Legal proceedings for any breach must be started within the warranty period or a further 6 months if the breach becomes apparent within the last 6 months of the warranty period.

FOR FURTHER INFORMATION

- Read the booklet, '*Domestic Building Contracts – General Information for owners and contractors*' on the QBCC website.
- Refer to the relevant legislation, Schedule 1B of the QBCC Act.

Quick checklist (Ensure you are able to tick all relevant boxes below before signing the contract)

- ☒ I have read this Consumer Building Guide
- ☒ I have read and checked all contract documents, including the contract schedule, general conditions and special conditions (if any) and any plans and specifications
- ☒ I have checked the building contractor's licence and licence history on the QBCC Online Licence Search
- ☒ I note and understand my cooling-off rights (including how and when I may withdraw from the contract if I choose to)
- ☒ I have checked the total contract price (including what proportion is comprised of allowances) and I understand the deposit and progress payments set out in the contract schedule
- ☒ I have checked the start and finish dates and practical completion requirements in the contract
- ☒ (If applicable) I have discussed my questions/concerns about the contract with a practising solicitor

Owner's acknowledgement

Complete and sign the section below to acknowledge that you have received this guide from your building contractor. Once signed, the building contractor will return a copy of this guide to you.

NAME(S):

DETAILS REDACTED

SIGNATURE(S):

[Signature]

[Signature]

DATE: 11/11/20

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Contract price	1
Owner(s)	1
Builder(s)	2
Finance	2
Lending body	2
Security Account	2
Owner's guarantors	2
Default interest rate	3
The works	3
Planning and building approvals	3
The land	3
Matters affecting the site	3
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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** 11th November 2020

This contract is dated the

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

PRICE EXCLUDING GST:	\$437,476.45
PLUS GST ON THE ABOVE PRICE:	\$43,747.65
THE CONTRACT PRICE IS:	\$481,224.10

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

Fixed price component:	\$479,724.10	
Prime Cost Allowances:	\$0.00	(total PC Allowances, refer to Schedule 3)
Provisional Sum Allowances:	\$1,500.00	(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 DETAILS REDACTED
ADDRESS
SUBURB
ABN
IS THE OWNER A RESIDENT OWNER Yes
WORK HOME
FAX MOBILE
EMAIL DETAILS REDACTED

STATE QLD POSTCODE
ACN

Initials: MC



Owner 2

NAME

DETAILS REDACTED

ADDRESS

SUBURB

ABN

STATE

QLD

POSTCODE

DETAILS REDACTED

ACN

IS THE OWNER A RESIDENT OWNER Yes

WORK

HOME

FAX

MOBILE

DETAILS REDACTED

EMAIL

DETAILS REDACTED

4. **Builder(s)**

NAME Maxicorp P/L

ADDRESS 7/104 Gympie Road

SUBURB Strathpine

STATE

QLD

POSTCODE 4500

ABN 24108354383

ACN

WORK 07 3881 0311

HOME

FAX

MOBILE

EMAIL bneadm.exgig@outlook.com

BUILDER'S LICENCE NUMBER 1052162

HIA MEMBER NUMBER

HIA MEMBERSHIP EXPIRY

Please note that **builder's** details must be as per licence.

5. **Finance** (Clauses 2 and 7)

Is the **contract price** subject to finance? Yes

(If nothing stated, the **contract price** is not subject to finance)

6. **Lending body** (Clauses 2, 5 and 7)

Lending body 1

LENDER To be advised

ADDRESS

SUBURB

STATE

POSTCODE

6A. **Security Account** (Clause 8)

Security account is to be established on or before **commencement**: No

Note: This Item may be relevant where the **owner** is not using a loan or borrowing money to pay the **contract price**.

7. **Owner's guarantors** (Clauses 35)

Guarantor 1

NAME

ADDRESS

SUBURB

STATE

POSTCODE



M C

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**)

New construction of a single detached dwelling in accordance with;
Annexure A pages 1 to 14 inclusive.
Specifications Pages 1 to 17 inclusive.
Drawings Pages 1 to 7 inclusive.
Annexure B Special Condition 1 page.
Soil Report Pages 1-3 inclusive.
Annexure C Home Builders Grant 1 page.

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).

The builder (excludes development approvals, relaxation/GIA fees and neighbours consents unless specified in Annexure A)

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

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

LOT **DETAILS REDACTED** RP/SP NO **DETAILS REDACTED**
CERTIFICATE OF TITLE
STREET ADDRESS: **DETAILS REDACTED**
SUBURB **DETAILS REDACTED** STATE QLD POSTCODE **DETAILS REDACTED**

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.

Street tree requires removal for driveway access
Acoustics Applicable

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

The **works** must reach **practical completion** within 275 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: 0 days.

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

60 days from the date of this contract

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

15. **Late completion damages** (Clause 32)

\$15.00 per day.

(If nothing stated, then \$50 per day)

Note: The **late completion damages** amount should be a genuine pre-estimate of the costs the parties anticipate an **owner** will incur in the event the **builder** does not reach **practical completion** by the end of the **building period**. Such costs may include additional interest paid on borrowed funds and additional rent paid for alternative accommodation.

16. **Other contract documents** (Clauses 13 and 38)

These documents are documents that form part of this **contract** and are in addition to any special conditions, these general conditions, the specifications and the plans.

1. Annexure A pages 1 to 14 inclusive. Specifications Pages 1 to 17 inclusive. Drawings Pages 1 to 7 inclusive. Annexure B Special Condition 1 page. Soil Report Pages 1-3 inclusive. Annexure C Home Builders Grant 1 page.

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		
Base	15.00%	
Frame	20.00%	
Enclosed	25.00%	
Fixing	20.00%	
Practical Completion	Balance	

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

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



- (i) the building's concrete footings are poured; and
- (ii) the formwork and reinforcing for the suspended slab are installed.

'Frame stage' means the stage when a building's frame is finished:

- (a) wall frames are fixed;
- (b) roof frames are fixed; and
- (c) all tie downs and bracing are complete.

'Enclosed stage' for a building means the stage when:

- (a) the external wall cladding is fixed; and
- (b) the roof covering is fixed; but without:
 - (i) soffit linings necessarily having been fixed; or
 - (ii) for a tile roof - pointing necessarily having been done; or
 - (iii) for a metal roof - scribing and final screwing off necessarily having been done; and
- (c) the structural flooring is laid (does not need to include the finished floor that may be laid over the structural floor); and
- (d) the external doors are fixed (even if only temporarily) but, if a lockable door separating the garage from the rest of the building has been fixed, without garage doors necessarily having been fixed; and
- (e) the external windows are fixed (even if only temporarily)

'Fixing stage' means the stage when all internal lining, architraves, cornice, skirting, doors to rooms, shower trays, wet area tiling, built-in cabinets (excluding shelves) and built-in cupboards (excluding shelves) of a building are fitted and fixed in position.

'Practical completion' means the day when the subject work is completed:

- (a) in compliance with the contract, including all plans and specifications for the work and all statutory requirements applying to the work; and
- (b) without any defects or omissions, other than minor defects or minor omissions that will not unreasonably affect occupation; and
- (c) if the building owner claims there are minor defects or minor omissions, the building contractor gives the building owner a defects document for the minor defects or minor omissions.

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	Percent	Amount
Deposit	5.00%	\$24,061.20
Adjusted by -\$0.01 to allow for rounding		
Base Stage*	20.00%	\$96,244.82
Frame Stage	25.00%	\$120,306.03
Enclosed Stage	30.00%	\$144,367.23
Fixing Stage	15.00%	\$72,183.61
Practical Completion	5.00%	\$24,061.21
Total	100.00%	\$481,224.10

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 3. Prime Cost and Provisional Sum Items and Allowances

(Clause 21)

The parties agree that the following allowances are included in the **contract price**. Each allowance must be a reasonable estimate of the price for the supply of the item and/or the work to be performed but not including an amount for the **builder's margin**. The margin on excess is the additional amount payable to the **builder** on the increase in the actual price of an item over the allowance.

Prime cost items means an item, such as fixtures and fittings that the **owner** is to select after this **contract** is signed and may include tiles, or special kitchen and bathroom items. Provisional sum items are work included in the **works** for which the **builder** cannot give a definite price, and may include excavation, concrete footings and rock removal.

PRIME COST ITEMS

DETAILED DESCRIPTION OF THE ITEM	QUANTITY ALLOWED FOR	ESTIMATED \$ PER ITEM	ALLOWANCE \$	MARGIN ON EXCESS (if nothing stated 20%)
Total				

TOTAL of Prime Cost allowances as specified in **Schedule 1, item 2**.

PROVISIONAL SUM ITEMS

DETAILED DESCRIPTION OF THE ITEM	QUANTITY ALLOWED FOR	ESTIMATED \$ PER ITEM	ALLOWANCE \$	MARGIN ON EXCESS (if nothing stated 20%)
Contract Annexure A item 11.11 Provisional Sum Electrical Allowance	1	\$1,500.00	\$1,500.00	
Total			\$1,500.00	

TOTAL of Provisional Sum allowances as specified in **Schedule 1, item 2**.

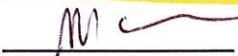
Schedule 4. Excluded Items

(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. Tree removal and the cost of the removal of trees (including stumps and root balls) from the building envelope and surrounds is the responsibility of the proprietor unless otherwise agreed by the builder.
2. Retaining walls construction and the cost of retaining walls construction, should site works and circumstances make this necessary, is the responsibility of the proprietor unless otherwise agreed by the builder.
3. Relaxations and any cost related to, if required by local council authorities, is the responsibility of the proprietor unless otherwise agreed by the builder.
4. Maxicorp Pty Ltd reserves the right to increase the contract price or cancel this contract, if the contract is not received in this office signed within 30 Calendar days of its issue.
5. Any Items not specified and/or listed in the following documents; The specification, the contract &/or the Annexure A.
6. Any D A approval terms and conditions unless included in the Annexure A, are excluded from this contract

Owner(s) to initial here



Special Conditions

1. The owner will have an opportunity during the colour consultation to select fixtures, fittings and finishes from the builders ranges, prices will be provided accordingly for items selected out of your specific range. All selections are to be signed by the owner. Where pricing is not available at the time of the consult the items will be priced and emailed with 5 days to the owner for approval, this quote is valid for 7 days, after 7 days the price is subject to change.
2. The owner agrees to pay the builder \$550.00 quotation fee per item for each variation requested by the owner subsequent to 5pm, on the date the colour selection consultation occurs. The quotation fee is payable immediately prior to the builder commencing work on the quotation.
3. Where a quote is not required the owner agrees to pay a variation fee of \$1,100 per item for any variation requested subsequent to the colour selection consultation.
4. The owner agrees to pay a \$275.00 re drafting fee for any minor plan amendments required due to a variation to the contract. Major amendments required will be quoted accordingly.
5. The owner agrees to pay a \$550.00 re certification fee should the plans change after the building application is submitted or after the building approval is received.
6. Once building approval is received each variation will add a minimum of seven (7) days to the contractual completion date.

7. I/We have read and understand the Contract Documents and The Contract Information Statement and have had the opportunity to seek independent advice. I/We have not relied upon any representations made by Maxicorp Pty Ltd, it's agents, employees, workmen, directors, shareholders, subcontractors and servants against any claim or litigation which may occur prior to, during or after construction of this dwelling in entering into this contract other than those representations as are included in and form part of this contract.

8. The Owner acknowledges and agrees that where the Owner requests a credit for any items included in the Specification and or "Annexure A" that the credit will be for the corresponding amount shown less the Builders Margin of 20%.

9. The parties agree that any item not defined in the contract documents is to be determined at the sole discretion of the builder.

10. I/We understand that all plans, whether standard or developed between myself/ourselves and Maxicorp Pty Ltd or the Builder, remain copyright to Maxicorp Pty Ltd. I/We confirm that any submitted plan is my/our own design, and hereby indemnify Maxicorp Pty Ltd, the Builder, its' employees, directors, shareholders, subcontractors and servants against any claim or litigation which may occur prior to, during or after construction of this dwelling related to the copyright over the submitted plan.

11. Clause 2;- Commencement to be inserted and changed to read:

2.1 (g) the owner must give the builder evidence, to the builder's satisfaction, of the following being completed in full:

- Payment of 5% Deposit
- Signed Colour Selection (including any Variations, Cabinetry Drawings, Electrical Layouts, Tile Layouts, Any Revised Plans)
- Land ownership confirmation
- Authority to commence letter from the financier or a joint security account established and funds to the value of the contract amount deposited
- Any other items/requirements at the sole discretion of the builder.

Whichever is the later.

12. The cost of all electricity, water, retaining walls, crane hire, soil stabilization / retention, removal of spoils, importation of fill, rock excavation and tree removal, Aircraft Noise Reduction requirements, traffic control, site fencing, compliance with any Council energy rating system and sand / metal bedding to service pipes is to be paid by the owner.

13. The proprietor acknowledges any plans supplied by the proprietor will be built to Maxicorp Pty Ltd, General Conditions, Annexure "A" and Specifications. Any items not included in the General Conditions, Annexure "A" and Specifications do not form part of this contract.

14. The proprietor accepts any items not listed on the practical completion inspection as defects to be rectified prior to handover will not be accepted by the builder as defective work.

15. For commencement to occur all colour selections and electrical plans must be finalised. Owner is required to return approved colour selection with 7 days of receiving, thereafter the client accepts the builder will adjust the contract price to include any revised price increases passed onto Builder by Suppliers and Subcontractors plus Builders Margin.

16. The owner acknowledges that "Annexure B - Special Condition" forms part of this contract.

17. Strictly no owner supplied fixtures, fittings, services or finishes. The owner is to select from the builders ranges provided, all additional services or upgrades are to be completed after handover.

18. The order of precedence as noted in clause 13.6 is to be changed to read;

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<!--[endif]-->

The order of precedence is;

1. Special Conditions contained in this document
2. These general conditions
3. Contract Annexure A
4. The Specification
5. The plans; then
6. Any other documents listed in item 16

Signatures

This contract is made between the **Owner** and the **Builder**.

The **schedules** and general conditions form part of this contract, however, the Consumer Building Guide does not form part of this contract.

The **Owner** acknowledges receiving the **schedules**, the general conditions and the Consumer Building Guide prior to signing below.

The **Owner** has read and understood this contract.

Owner 1

NAME

DETAILS REDACTED

SIGNATURE

Mulhnan

WITNESS
NAME

DETAILS REDACTED

WITNESS
SIGNATURE

Fennik Oordenis

Owner 2

NAME

DETAILS REDACTED

SIGNATURE

[Signature]

WITNESS
NAME

DETAILS REDACTED

WITNESS
SIGNATURE

[Signature]

Builder

NAME

Melissa Robertson

SIGNATURE

M. Robertson

Signed for and on behalf of: Maxicorp P/L

WITNESS
NAME

David Hosking

WITNESS
SIGNATURE

[Signature]

[Signature]

Initials:



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.

MC

Deed of guarantee and indemnity

Interpretation

BUILDER IS
OWNER IS

Guarantors

ADDRESS LINE 1
ADDRESS LINE 2
SUBURB

STATE

POSTCODE

Contract is that between the **Builder** and the **Owner** dated:

Background

The **Owner** executed the **Contract** at the **Guarantor's** request.

The **Guarantor** is aware of the **Owner's** obligations under the **Contract**.

Operative

1. Guarantee

The **Guarantor** guarantees to the **Builder**, the fulfilment of the **Owner's** obligations under the **Contract** including but not limited to the due payment of all moneys arising out of the subject matter of the **Contract**.

2. Indemnity

The **Guarantor** indemnifies the **Builder** against any claim, loss or damage arising out of the subject matter of the **contract** caused by or resulting from any non-fulfilment of the **Owner's** obligations under the **Contract**.

3. Principal Debtor

The **Guarantor** is deemed to be principal debtor jointly and severally liable with the **Owner** to discharge the **Owner's** obligations under the **Contract**.

4. No Merger

The **Guarantor** agrees that this Deed does not merge on completion or on the ending of the **Contract** by either party and continues notwithstanding that the **Owner**, if a corporation, is placed in liquidation or if a person, is declared bankrupt.

5. No Release

The **Guarantor** is not discharged by:

- any variation to the **Contract** including a variation to the building works;
- any delay or claim by the **Builder** to enforce a right against the **Owner**; and
- any forbearance given to the **Owner** to perform the **Owner's** obligations under the **Contract**.

6. Severability

Any provision of this Deed which is illegal, void or unenforceable will be ineffective to the extent only of such illegality, voidness or unenforceability and will not invalidate any other provision of this Deed.



MC

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



MC

General Conditions

Clause 1. Performance

- | | | |
|-----------------------------|-----|--|
| <i>Builder's obligation</i> | 1.1 | The builder must: <ul style="list-style-type: none"> (a) complete the works in accordance with this contract; and (b) comply with all laws and lawful requirements of any statutory or other authority with respect to the carrying out of the works. |
| <i>Owner's obligation</i> | 1.2 | The owner must pay the contract price , adjusted by any additions or deductions made under this contract , in the manner and at the times stated in this contract . |

Clause 2. Commencement

- | | | |
|--|-----|--|
| <i>Date for commencement</i> | 2.1 | <p>Commencement is to take place on or before the anticipated start date stated in item 14 or within 20 working days from the day that:</p> <ul style="list-style-type: none"> (a) the owner gives the builder evidence of the owner's title to the land under Clause 6; (b) the owner gives the builder evidence of the owner's capacity to pay to the contract price under Clause 7.1; (c) the owner establishes the security account under Clause 8; (d) the owner gives the builder possession of the site under Clause 10; (e) where the name of the lending body is stated in item 6, the owner gives the builder a notice from the lending body that construction of the works may commence, and (f) the builder receives all permissions, consents and approvals required from the relevant statutory or other authority under Clause 2.3, <p>whichever is the later.</p> |
| <i>When essential matters (a) to (e) not satisfied</i> | 2.2 | <p>If any of the requirements set out in Clause 2.1(a) to (e) (inclusive) are not satisfied by the anticipated start date, the builder may, by notice in writing to the owner;</p> <ul style="list-style-type: none"> (a) end this contract, in which case, Clause 28.7 applies; or (b) extend the time for the owner to satisfy the requirements of Clause 2.1 and, at the option of the builder, increase the contract price under Clause 16. |
| <i>Planning and building approvals</i> | 2.3 | The party named in item 10 of Schedule 1 is responsible for obtaining any planning approval, building permits and/or statutory consent that is required for the contract works . The party obtaining such approvals must take all reasonable steps to do so by the anticipated start date . |
| | 2.4 | If the builder is the party named at item 10 of Schedule 1 , 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 . |

- 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**;

		(b) the amount of any addition or deduction for variations ;
		(c) the amount of any addition or deduction due to a prime cost item or provisional sum item;
		(d) the amount of any other addition to or deduction from the contract price made under this contract ; and
		(e) the sum of the above amounts.
Due date for payments	4.5	The owner must pay a progress claim to the builder within 5 working days of receiving the progress claim.
No certificates required	4.6	The builder is not required to give any certificate of approval from any relevant statutory or other authority to the owner as a precondition to the payment of a progress claim and the final claim .
Owner liable if lending body does not pay	4.7	The owner must ensure the lending body , if any, pays a progress claim by the due date. If payment is not made by the due date, the builder is entitled to claim default interest under Clause 33.
Payment on account	4.8	Other than in relation to the final claim , payment of a progress claim is on account only and any such payment is not to be taken as evidence against or an admission that the works have been performed in accordance with the contract .
Right of set-off	4.9	Subject to the rights provided in Clause 32.2, the owner is not entitled to set-off against, or in reduction of any amount due to the builder under this contract , any claim that the owner may have against the builder .

Clause 5. Direction to the lending body

Lending body may directly pay the builder	5.1	The lending body may pay all money advanced to the owner for payment of all or part of the contract price , adjusted by any additions or deductions made under this contract , directly to the builder .
Direction to the lending body	5.2	The owner must give a direction to the lending body to pay all such money advanced by the lending body directly to the builder .

Clause 6. Evidence of title

Owner to give evidence of title	6.1	As soon as practicable after the date of this contract , the owner must give the builder evidence, to the builder's satisfaction, of the owner's title to the land .
Owner warrants title and description	6.2	The owner warrants: (a) that the owner is entitled to build on the land ; and (b) the accuracy of the description of the land as set out in Schedule 1, item 11 .
Owner warrants disclosure of restrictions affecting the site	6.3	The owner warrants that all easements, covenants, caveats and zoning restrictions that may affect the works being carried out and constructed on the site are disclosed in Schedule 1, item 12 .

Clause 7. Finance and evidence of capacity to pay

Owner to give evidence of ability to pay	7.1	As soon as practicable after the date of this contract , the owner must give the builder evidence, to the builder's satisfaction, of the owner's capacity to pay the contract price by way of the progress payments and at the stages specified in Schedule 2 .
Subject to finance	7.2	Where the parties have nominated at item 5 for this contract to be subject to finance then:

[Handwritten signature]

- (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**.



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Clause 9. Site information and survey

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| <i>Owner to identify the site</i> | 9.1 | Unless stated elsewhere in this contract , the owner must, prior to commencement , identify the land , the site and the siting of the works . |
| <i>Owner to survey</i> | 9.2 | If, in the builder's opinion, the boundaries of the land or the site or the siting of the works are unclear, the builder must give the owner notice in writing asking the owner to provide a survey of the land or the site , as required. |
| <i>If the owner does not survey</i> | 9.3 | If the owner does not provide a survey within 5 working days of the builder giving such notice, the owner is deemed to have requested a variation for the builder to obtain the survey, and Clause 20 applies. |

Clause 10. Site possession and access

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| <i>Owner to give exclusive possession</i> | 10.1 | The owner must, as soon as practicable after the date of this contract , give the builder exclusive possession of the site to carry out the works . |
| <i>All weather access</i> | 10.2 | The owner must provide all weather access . If the owner does not provide all weather access and the builder is required to carry out extra work, the builder may request a variation in accordance with Clause 20 to carry out such extra work. |
| <i>Owner not to impede</i> | 10.3 | <p>The owner, a person authorised by the owner and officers of the lending body:</p> <ul style="list-style-type: none"> (a) must not interfere with: <ul style="list-style-type: none"> (i) the builder's access or possession of the site; or (ii) the progress of the works; (b) must not: <ul style="list-style-type: none"> (i) make an inquiry of; (ii) issue directions to; or (iii) give instructions to, <p>the builder's workers or subcontractors. Communication must only be with the builder; and</p> (c) may only have access to the works under the builder's supervision, at reasonable times and after giving reasonable prior notice in writing, for the purposes of inspecting the progress of the works. |
| <i>Owner to pay costs of interference</i> | 10.4 | Notwithstanding any other provision of this contract , the owner is to pay the builder , on demand, any additional costs the builder incurs because the owner or the owner's representative interferes with the carrying out of the works . |
| <i>Builder to claim interference costs</i> | 10.5 | To claim payment from the owner , the builder must give the owner notice in writing of such costs within 5 working days after the interference comes to the builder's knowledge. |
| <i>Owner liable for damage</i> | 10.6 | The owner will be solely responsible for any loss or damage sustained by the owner if the owner accesses the site without the builder's prior approval in writing . |
| <i>Owner indemnifies the builder</i> | 10.7 | The owner indemnifies the builder against any liability, loss, claim or proceeding in respect of any injury to any person or any loss or damage to any property on the site to the extent that such injury, loss or damage is connected with the owner's breach of this Clause. |

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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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<i>Notice of errors</i>	13.2	If either party becomes aware of any error, ambiguity or inconsistency in or between the contract documents , that party must, within 5 working days of becoming aware, give the other party written notice detailing the problem.
<i>Owner to instruct</i>	13.3	The owner must within 5 working days of becoming aware of such a problem, give to the builder such written instructions as are necessary to enable the builder to proceed with the works .
<i>Owner fails to instruct</i>	13.4	If the owner does not give written instructions as required by Clause 13.3, the owner is deemed to have instructed that the builder carry out the works using the order of precedence.
<i>Cost of any extra work</i>	13.5	If: (a) compliance with the owner's instructions involves more or less cost than a reasonable builder would have anticipated on the signing of this contract ; and (b) the problem is not solely caused by documents provided by the builder , the owner is deemed to have also asked for a variation for the builder to comply with those instructions and Clause 20 applies.
<i>Order of precedence</i>	13.6	The order of precedence is: (a) any special conditions; (b) these general conditions; (c) the specifications; (d) the plans, then (e) other documents in the order listed in item 16 .

Clause 14. Insurance and risk

<i>Builder to have public liability and works insurance cover</i>	14.1	The builder must: (a) prior to commencement , take out insurance to cover the public liability risk referred to in Clause 14.4 for an amount of not less than \$10 million for any one claim and maintain such cover until the date of practical completion ; and (b) prior to commencement , take out insurance cover against loss or damage to the works in an amount equal to the contract price and maintain such cover until the date of practical completion ; and (c) if requested by the owner , give to the owner evidence of such insurance cover.
<i>Extent of works insurance cover</i>	14.2	Such insurance must: (a) note the insured as jointly being the builder and the owner ; and (b) be against all liability, loss, action, claim or proceeding whatsoever including without limitation in respect of fire, explosion, earthquake, lightning, flood, storm and tempest or civil commotion.
<i>Risk of the works</i>	14.3	The builder is not responsible for loss or damage to the building works from the date of practical completion .
<i>Public liability risk</i>	14.4	The builder is liable for and indemnifies the owner against any liability, loss, claim or proceeding in respect of: (a) any personal injury; or (b) damage to any property real or personal,

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").

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| <i>WorkCover</i> | 14.5 | The builder must comply with all obligations imposed on the builder under the WorkCover legislation. |
| <i>Builder not liable for certain property</i> | 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

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| <i>Builder to give notice of unforeseen circumstances</i> | 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 . |
| <i>Effect of unforeseen circumstances</i> | 15.2 | Subject to Clause 15.5, if the unforeseen circumstances differ from those either: <ul style="list-style-type: none"> (a) disclosed to the builder prior to this contract being signed; or (b) shown in the contract documents, and: <ul style="list-style-type: none"> (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. |
| <i>Builder may end contract</i> | 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: <ul style="list-style-type: none"> (a) suspend the carrying out of the works under Clause 19; (b) end this contract under Clause 28. |
| <i>Builder's entitlement to extra costs</i> | 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. |
| <i>Builder to carry out the work</i> | 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

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| <i>Delays to commencement of works</i> | 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: <ul style="list-style-type: none"> (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. |
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- Delays to carrying out the works after commencement* 16.2 Where, after **commencement**, the carrying out of the **works** are delayed, by a cause for which the **owner** is responsible, the **owner** must pay to the **builder**, as a debt due and payable, the higher of the amount
- (a) of the costs incurred by the **builder** because of the delay; or
 - (b) representing 0.125% of the **contract price** for each **day** of the delay.

Clause 17. Delays and extensions of time

- Builder entitled to extend time* 17.1 The **builder** is entitled to a reasonable extension of time to the **building period** if **commencement** or the carrying out of the **works** is delayed by a claimable delay.
- When the builder is entitled to extend time* 17.2 A claimable delay means a cause beyond the **builder's** sole control that was not reasonably foreseeable at the time the **builder** entered into this **contract** including but not limited to:
- (a) a **variation** requested by the **owner** or a request by the **owner** for a **variation**;
 - (b) a **variation** requested by the **builder** if the need for the **variation** could not have been reasonably foreseen at the date of this **contract**;
 - (c) a **time allowance** in excess of the allowance for that cause of delay stated in **Item 13**;
 - (d) an act of God, fire, explosion, earthquake or civil commotion;
 - (e) an industrial dispute;
 - (f) a dispute with adjoining or neighbouring residents or owners;
 - (g) anything done or not done by the **owner**;
 - (h) delays in getting any approvals;
 - (i) a delay in the supply of materials selected by the **owner**;
 - (j) the need for a survey of or other report in relation to the **site**; or
 - (k) the industry shutdown being a 3 week period commencing on or about 22 December in each year, if construction during the Christmas period could not have been reasonably foreseen at the date of this **contract**; or
 - (l) the **owner** refusing to agree to a **variation** requested by the **builder** under Clause 10.2.
- The builder is to notify* 17.3 The **builder** is to give the **owner** written notice of the extension of time detailing both:
- (a) the cause of the delay; and
 - (b) the extension of time,
- within 10 **working days** of when the **builder** became aware of both the cause and the extent of the delay, or within 10 **working days** when the **builder** ought to have become aware of the cause and extent of the delay.
- Builder can lodge more than one extension of time* 17.4 Nothing in Clause 17.3 shall limit or prevent the **builder** from claiming more than one extension of time if a particular claimable delay has more than one effect on the carrying out of the **works**.
- Owner must not unreasonably refuse, and must approve* 17.5 The **owner** must reply to the **builder's** claim for an extension of time in **writing** within 5 **working days** of receiving the **builder's** written claim. The **owner** must not unreasonably refuse to approve an extension of time.
- Builder to provide copy of approved claim* 17.6 The **builder** must give the **owner** a copy of the claim for an extension of time, signed by the **builder** within 5 **working days** of the **owner** approving the claim.

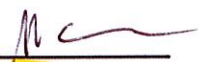
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| <i>If owner disputes</i> | 17.7 If the owner disputes the builder's claim for an extension of time, the owner must provide the builder a notice in writing within 5 working days of receiving the builder's written claim:
(a) disputing the extension of time; and
(b) detailing the reasons why the extension of time is disputed. |
| <i>Allowance for omissions</i> | 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

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| <i>Principal contractor</i> | 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. |
| <i>Right to exclude</i> | 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

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| <i>Builder's right to suspend</i> | 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 . |
| <i>Builder to recommence</i> | 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. |



<i>Cost of suspension and recommencement</i>	19.3	The owner must, on demand, pay to the builder , in addition to any other amounts the builder may have a right to claim, the builder's costs of suspending and recommencing the works including the builder's margin applied to those costs.
<i>No waiver</i>	19.4	The builder's exercise of the right of suspension does not prevent the builder from exercising any right to end this contract under Clause 28 in regard to the same occurrence.
<i>Days not forming part of building period</i>	19.5	Any days which are subject to a suspension of works under Clause 19.1, do not form part of the building period .

Clause 20. Variations

<i>Contents of a variation document</i>	20.1	A variation document must be in writing , in readily legible English, and in all cases, state; (a) the work required to carry out the variation; (b) the date of the request of the variation; (c) the price of the variation; (d) for an increase in the contract price, when that price becomes payable, or for a decrease in the contract price, when the decrease is to be accounted for; (e) the change to the contract price because of the variation; and (f) if there will be a delay because of the variation, a reasonable estimate of that delay.
<i>Builder to give copy of variation document</i>	20.2	The builder must give the owner a copy of the variation document before the first of the following happens: (a) 5 working days elapse from the day the builder and the owner agree to the variation; or (b) any work the subject of the variation starts.
<i>Variation to be agreed in writing</i>	20.3	The owner must agree to the variation in writing prior to the builder commencing the variation works.
<i>Where the owner does not agree to variation</i>	20.4	If a variation is agreed, and the owner has not within 5 working days of the builder giving the owner a variation document , approved that variation in writing , the builder may withdraw the request or acceptance, as applicable.
<i>Where work is required urgently</i>	20.5	Notwithstanding the above, the builder is not required to create a variation document before carrying out the varied work if that work is required to be carried out urgently and it is not reasonably practicable in the particular circumstances to do so.
<i>If the price is not agreed</i>	20.6	If the price of a variation is not agreed, the price is: (a) for additional work, the reasonable price for that work including an amount for the builder's margin; and (b) for omitted work, the reasonable price for that work.
<i>Payment of variation</i>	20.7	The price of a variation is due and payable at the next progress payment after it is carried out unless a different time is agreed.
<i>Owner must not refuse where work is required by law</i>	20.8	The owner must not refuse a request by the builder for a variation where the variation is required for the works to comply with the law.
<i>Natural materials</i>	20.9	The owner acknowledges that the colour and grain of timber, granite and other natural materials can vary. The builder is to use reasonable endeavours to match the colour or grain of any sample selected by the owner but is under no liability if there is a difference and such a difference is not a variation .

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Clause 21. Prime cost and provisional sum items

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| <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: <ul style="list-style-type: none"> (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

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| <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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Clause 23. Other costs

- Owner to pay cost increase* 23.1 The **owner** must, on demand, pay as an addition to the **contract price** the amount of any cost increase due to a **statutory or other authority** introducing or increasing any tax, charge, levy or regulation after the date of this **contract**.

Clause 24. Materials etc. supplied by owner

- Owner's obligation* 24.1 Materials, goods and work to be provided by the **owner** must be:
- (a) suitable for including into the **works**;
 - (b) supplied or completed in the time required by the **builder**;
 - (c) new unless otherwise specified; and
 - (d) completed to the **builder's** satisfaction.
- Builder not responsible* 24.2 Notwithstanding Clauses 24.3 and 24.4, the **builder** is not responsible for the performance and suitability of materials, services, labour and goods provided by the **owner**.
- Defective items or materials* 24.3 The **builder** may reject any item or material supplied by the **owner**, if the **builder** believes that item or material to be defective, and require the replacement or correction of that item or material.
- Defective work* 24.4 The **builder** may reject any work carried out by or on behalf of the **owner** or by the **owner's** contractor and require that the **owner** or the **owner's** contractor replace, correct or remove the defective work.
- Owner's risk* 24.5 Notwithstanding Clause 14.4, all materials and goods supplied and work carried out by the **owner** or the **owner's** contractors on the **site** are at the risk of the **owner**.
- Conditions for the owner's works* 24.6 If the **owner** carries out or causes to be carried out other work on the **site** while the **works** are being carried out then the **owner** must, and must ensure that the **owner's** contractors:
- (a) do not interfere with the progress of the **works**;
 - (b) hold and maintain the same insurance coverage as the **builder** is required to hold and maintain under this **contract** in relation to their works;
 - (c) hold an appropriate licence to carry out the work;
 - (d) observe all relevant occupational health and safety laws and the requirements of the **builder** in regard to occupational health and safety;
 - (e) obey all directions issued by the **builder** regarding the co-ordination and timing of their works on the **site**;
 - (f) co-operate with all of the other workers and contractors on the **site**.
- Evidence of licences etc.* 24.7 The **owner** must, on request, give the **builder** evidence of all licences and insurances referred to under Clause 24.6.
- Builder may exclude people* 24.8 If the **owner** or the **owner's** contractors do not observe all of the requirements in Clauses 24.6 and 24.7 the **builder** may exclude or direct the **owner** or the **owner's** contractors to leave the **site**.
- Builder's rights on the owner's breach* 24.9 If the **owner** breaches this Clause the **builder** may:
- (a) carry out the **works** without incorporating such materials, services or goods; or

- (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

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| <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. |

[Handwritten signature]

Clause 26. Owner taking possession

Illegal early possession

26.1 The **owner** is not entitled to:

- (a) take control of, possession of or use the **works** or any part of the **works**; or
- (b) receive the keys for the **works**,

until the **builder** has been paid the **contract price**, adjusted by any additions or deductions made under this **contract**.

Agreed early possession

26.2 The **builder** may by written notice to the **owner** permit the **owner** to:

- (a) take control of;
- (b) take possession of; or
- (c) use,

the whole or any part of the **works** prior to **practical completion** but such possession does not reduce the **owner's** liability to pay the outstanding balance of the **contract price**, adjusted by any additions or deductions made under this **contract**.

Consequences of taking possession

26.3 If the **owner** breaches Clause 26.1 then, unless such control, possession or use is with the written consent of the **builder** under Clause 26.2 or after the **owner** has lawfully ended this **contract** under Clauses 28 or 29, the **owner** commits a substantial breach of this contract entitling the **builder** to elect to either:

- (a) treat the **owner's** actions as a repudiation of this **contract** and to accept that repudiation;
- (b) give the **owner** a notice to remedy breach of **contract** under Clause 28; or
- (c) accept the **owner's** actions as a **variation** to omit that part of the **works** not carried out and completed as at the date the **owner** breaches Clause 26.1

Reservation of rights

26.4 If the **owner** breaches (including repudiates) this **contract**, nothing in this Clause prejudices the right of the **builder** to recover damages or exercise any other right or remedy.

Rights to suspend

26.5 If the **builder** elects to give a notice to remedy breach under Clause 26.3(b), the **builder** is still entitled to suspend the carrying out of the **works** under Clause 19.

Accepting variation

26.6 If the **builder** accepts the **variation** under Clause 26.3(c), the **builder** is to give the **owner**:

- (a) a **variation document** signed by the **builder** complying with Clause 20.1 to that effect; and
- (b) a **notice of practical completion** and a **final claim** under Clause 25.

Release

26.7 The **builder** is deemed to be discharged and released from all liabilities, costs, losses or damages which the **owner** may suffer or incur which are in any way related to the **works** omitted under Clause 26.3(c).

Indemnity

26.8 The **owner** indemnifies the **builder** against all liabilities, costs, charges, losses, damages, expenses or fees (including legal fees on a full indemnity basis) that the **builder** may suffer or incur arising out of or in any way related to:

- (a) the **owner's** breach of Clause 26.1; or

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(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;

		(j) takes control of, possession of or uses the works or any part of the works without the prior written agreement of the builder prior to the payment in full of the contract price , adjusted by any additions or deductions made under this contract , in breach of Clause 26; or
		(k) is otherwise in substantial breach of this contract .
Notice to remedy breach	28.3	If a party is in substantial breach of this contract , then the other party may give to that party a notice to remedy breach in writing : (a) specifying the substantial breach; (b) requiring that the substantial breach be rectified within 10 working days after the notice is given under this contract; and (c) stating that, if the substantial breach is not rectified, the other party intends to end this contract.
Notice to end the contract	28.4	If the party in substantial breach does not rectify or commence to substantially rectify the substantial breach stated in the notice to remedy breach within 10 working days of receiving that notice, the other party may end this contract by giving a separate notice to that effect.
No right to end where matter is referred to QBCC and/or QCAT	28.5	A party is not entitled to end this contract under this Clause if, within 5 working days of receiving the notice to remedy breach, the party in substantial breach refers the matter to the Queensland Building and Construction Commission, and/or the Queensland Civil and Administrative Tribunal under Clause 37.
When notice is ineffective	28.6	Neither party is entitled to give a notice to remedy breach while that party is in substantial breach of this contract . A notice given by a party in substantial breach is ineffective.
Builder's rights	28.7	On this contract being ended by the builder under Clauses 2, 15, 24, 28 or 29 the builder may, without prejudice to any other rights or remedies that the builder may have under this contract or at law, recover from the owner a debt due and owing the greater of the following amounts: (a) 5% of the contract price; or (b) damages including: (i) the cost of all work carried out by the builder under this contract; (ii) the cost to the builder of any materials purchased by the builder and delivered to the site or ordered by the builder from suppliers and which orders can not be cancelled; (iii) the cost to the builder of quitting the site; (iv) the builder's margin on the total of the amounts payable under subparagraphs (i), (ii) and (iii); (v) default interest on any unpaid moneys under Clause 33; and (vi) all other costs and losses incurred by the builder as a consequence of this contract being ended.
Other rights unaffected	28.8	If a party breaches (including repudiates) this contract , nothing in this Clause prejudices the right of the other party to recover damages or exercise any other right or remedy.

Clause 29. Termination for insolvency

Ending contract for insolvency	29.1	If a party: (a) informs the other party in writing or its creditors generally that the party is insolvent; or
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(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.

Clause 34. Debt collection costs

Owner to pay additional costs

- 34.1 The **owner** must pay to the **builder** any debt collection costs, including any legal fees on a solicitor and own client basis, associated with recovering or the attempted recovery of an amount under this **contract**.

Clause 35. Charge on materials and the site

Charge over the site

- 35.1 The **owner** grants a lien to the **builder** on all materials located on the **site** for the due payment to the **builder** of all moneys that are or may become payable to the **builder** arising out of the subject matter of this **contract**.

Charge over the land

- 35.2 Except where the **owner** is a **resident owner**, the **owner** charges the **land** with, and grants an equitable mortgage in favour of the **builder** for, the due payment to the **builder** of all moneys that are or may become payable to the **builder** arising out of the subject matter of this **contract**.

Owner to sign a mortgage

- 35.3 If so requested by the **builder**, the **owner** must deliver an executed mortgage in registrable form to secure the charge over the **land**.

Owner to pay fees and duties

- 35.4 The **owner** is to pay to the **builder** on demand all stamp duty and registration fees that are payable or paid on:

- (a) this **contract**;
- (b) any caveat or mortgage under this Clause that is lodged for registration; and
- (c) any withdrawal of such caveat or release of such mortgage.

Guarantee

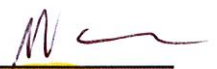
- 35.5 The **owner** must, at the **builder's** request, provide to the **builder** a deed of guarantee and indemnity in the form in the Annexure duly executed by every **guarantor** named in **Item 7** and enforceable against each such **guarantor**.

Clause 36. Statutory warranties

Builder's warranties

- 36.1 To the extent required by the Queensland Building and Construction Commission Act 1991 (Qld), the **builder** warrants that:

- (a) all materials supplied by the **builder** will be good and, having regard to the relevant criteria, suitable for the purpose for which they are used and that, unless otherwise stated in this **contract**, those materials will be new;
- (b) the **works** will be carried out in accordance with all relevant laws and legal requirements, including, for example, the Building Act 1975 (Qld);
- (c) the **works** will be carried out in an appropriate and skilful way and with reasonable skill and care;
- (d) the **works** will be carried out in accordance with the plans and the specification to this **contract**;
- (e) the **works** will be carried out with reasonable diligence;
- (f) if the **works** consist of the erection or construction of a detached dwelling, or are intended to renovate, alter, extend, improve or repair a home, to a stage suitable for occupation, that the detached dwelling or home will be suitable for occupation when the **works** are finished; and



- Meaning of relevant criteria
- 36.2 The relevant criteria for materials for the purpose of Clause 36.1(a) means:
- (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**).
 - (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

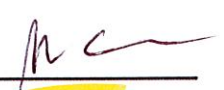
Reference to the QBCC and/or QCAT

- 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;



'date of practical completion' has the meaning in Clause 25;

'days' means calendar days;

'defects liability period' has the meaning in Clause 27.1;

'deposit' means the amount stated for the deposit in **Schedule 2**;

'final claim' means the claim by the **builder** for payment of the balance of the unpaid **contract price**, as adjusted by any additions or deductions made under this **contract**, plus all other moneys owing under this **contract**.

'foundations data' means the information about the **site** that a **builder** exercising reasonable care and skill would need to prepare:

(a) an appropriate footings design and, if appropriate, an appropriate concrete slab design; and

(b) an adequate estimate of the cost of constructing the footings and, if appropriate, concrete slab,

including that information required to be obtained under the Queensland Building and Construction Commission Act 1991;

'guarantor' means those persons or entities named as guarantor in **item 7**;

'in writing' means in handwritten or typewritten form, or in a combination of handwritten and typewritten forms;

'item' means the relevant **item** number in **Schedule 1**;

'land' means the **land** described in **item 11**;

'lending body'; where stated in **item 6** means any bank, financial institution or government authority that provides funds to the **owner** to enable the **owner** to pay the **contract price**, adjusted by any additions or deductions made under this **contract**, to the **builder**;

'loan' means an agreement between the **owner** and the **lending body** for the **owner** to borrow funds sufficient to pay the **contract price**;

'non-working days' means weekends, public holidays, rostered days off or other days not generally available for carrying out the **works**;

'notice of practical completion' has the meaning in Clause 25;

'owner' means the party named in **item 3** and includes the **owner's** successors and permitted assigns;

'practical completion' has the same meaning as in **Schedule 2**;

'resident owner' means an individual who intends to reside in the completed **works**;

(a) on **practical completion**; or

(b) within 6 months after **practical completion**;

'restricted access' means where due to conditions resulting from inclement weather:

(a) access to the **site** is restricted so as to impede the carriage of machinery and/or materials to and from the **site** or the **works** being carried out in a safe manner; and

(b) the carrying out of the **works** are, or will be, delayed.

'schedule' means the relevant schedule forming part of this **contract**;

'security account' means an account with a financial institution, bank, building society or solicitor trust account nominated by the **owner** and approved by the **builder** and described in Clause 8;

'**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**.



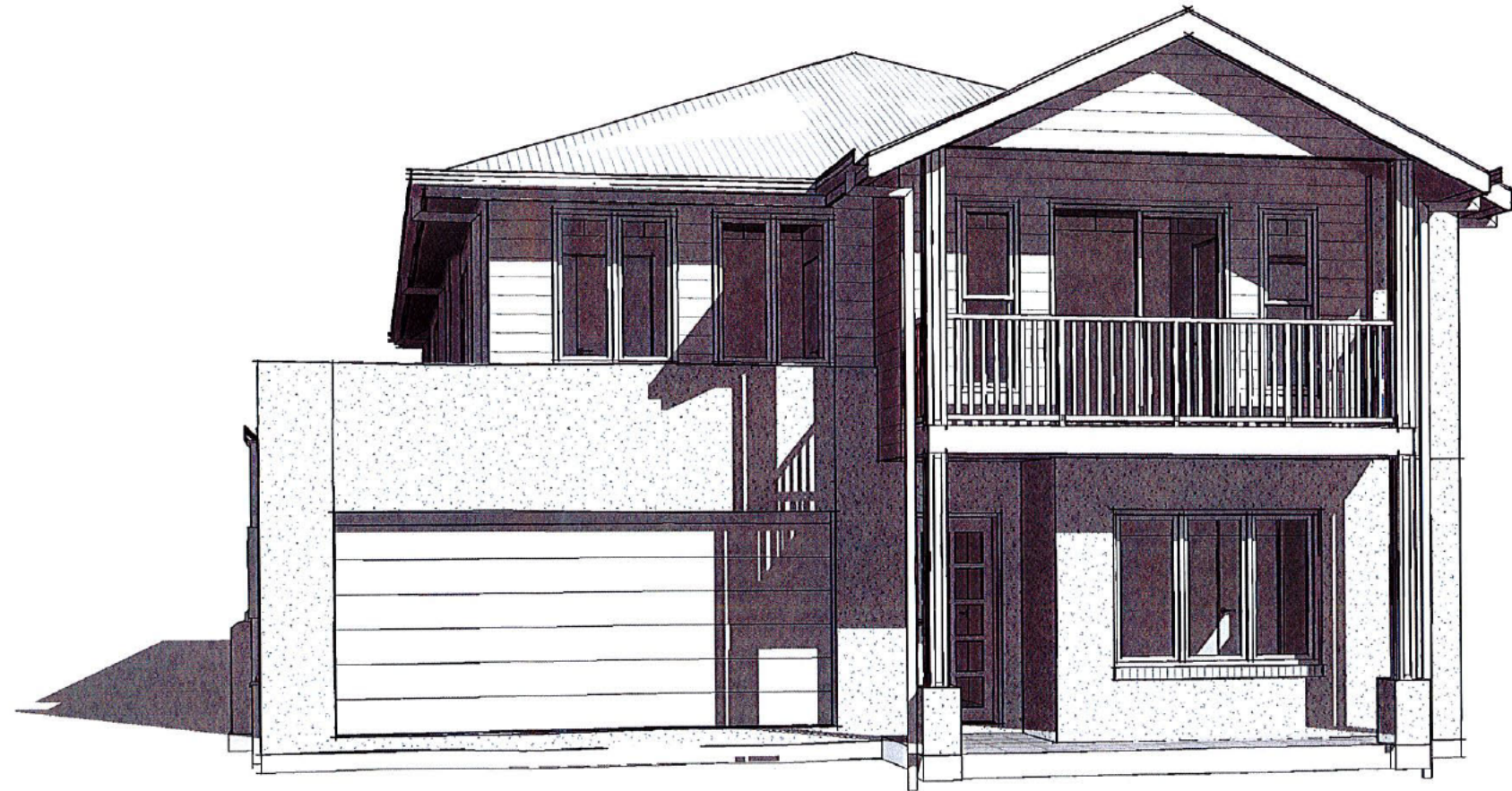
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- No waiver* 38.6 Except as provided at law or in equity or elsewhere in this **contract**, none of the provisions of this **contract** may be varied, waived, discharged or released, except with the prior written consent of the parties.
- Severance* 38.7 Any provision in this **contract** which is illegal, void or unenforceable will be ineffective to the extent only of such illegality, voidness or unenforceability and will not invalidate any other provision of this **contract**.



PROPOSED NEW RESIDENCE

34 ANA STREET, BALD HILLS 4036



DRAWING LIST

00	COVER SHEET
01	CONSTRUCTION NOTES
02	SITE PLAN
03	GROUND FLOOR PLAN
04	UPPER FLOOR PLAN
05	ELEVATIONS
06	ELEVATIONS

THIS IS SHEET01..... OF07..... DRAWINGS
REFERRED TO IN THE CONTRACT DATED11/11/2020.....
PURCHASER *Nielsen* BUILDER *Maxicorp*

I/WE HAVE CHECKED THE PLANS AND AGREE THEY ACCURATELY DEPICT THE HOUSE FOR CONSTRUCTION. ANY VARIATIONS REQUESTED AFTER SIGNING WILL INCUR A PROCESSING FEE IN ADDITION TO THE COST OF THE VARIATION ITEMS AND ANY FURTHER PLANS TO BE PREPARED.

OWNER SIGNED: *[Signature]* DATE: *11/11/2020*
OWNER SIGNED: *[Signature]* DATE: *11/11/2020*
BUILDER SIGNED: *[Signature]* DATE: *11/11/2020*

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G.J. Gardner. HOMES
G.J. GARDNER HOMES BRISBANE NORTH & BAYSIDE

MAXICORP PTY LTD
ACN: 108 354 383
QBCC: 1052162

A: Unit 7 / 104 Gympie Road
STRATHPINE QLD 4500
P: (07) 3881 0311

BALMAIN 350
RESORT STREETSCAPE

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TO G.J. GARDNER HOMES

DAN JARVIS
BUILDING DESIGNER

ABN 44 763 527 574
QBCC LIC No 1053449
☎ 0412 411 810
✉ dan.jarvis_design@bigpond.com

CLIENT:

DETAILS REDACTED

DRAWING TITLE:

COVER SHEET - SCALE

PROJECT: PROPOSED NEW RESIDENCE

DETAILS REDACTED

PAGES: 00 OF 06
SHEET SIZE: A3
JOB NO: 231443
DRAWN: DAN JARVIS
DATE: 22/10/2020

REV:	DETAILS:	DATE:
1	PRELIMINARY PLAN	3/07/2020
2	UPDATED DOORS	8/07/2020
3	ACOUSTIC CHANGES	29/07/2020
4	CLIENT VARIATIONS	6/09/2020
5	SURVEY ADDED	22/10/2020

CONSTRUCTION NOTES

CONSTRUCTION NOTES TO BE READ IN CONJUNCTION WITH ALL OTHER DRAWINGS AND DOCUMENTS
DRAWINGS SYMBOLS DEPICTED ON PLANS ARE INDICATIVE ONLY AND ARE NOT NECESSARILY A TRUE DEPICTION OF ACTUAL ITEM,
REFER TO BUILDERS SPECIFICATION FOR FINAL DETAILS.

CONSTRUCTION REFERENCE DOCUMENTS:
ALL WORK TO COMPLY WITH THE REQUIREMENTS OF THE NATIONAL CONSTRUCTION CODE 2019 - BUILDING CODE OF AUSTRALIA (BCA)
HOUSING PROVISIONS VOLUME TWO, RELEVANT AUSTRALIAN STANDARDS AND THEIR MOST CURRENT AMENDMENTS, AND APPLICABLE
SECTIONS OF THE QUEENSLAND DEVELOPMENT CODE (QDC).
BUILDING CLASSIFICATION = 1A.

LOCAL AUTHORITY:
THE WORK IS TO BE CARRIED OUT IN ACCORDANCE WITH APPLICABLE LOCAL AUTHORITY REGULATIONS IN RELATION TO THE CLASS
AND TYPE OF CONSTRUCTION, INCLUDING CONDITIONS SET OUT IN RELATED DEVELOPMENT PERMITS, APPROVALS & PLAN OF
DEVELOPMENTS

SETOUT, LEVELS, AND DIMENSIONS:
BEFORE COMMENCING CONSTRUCTION ALL DIMENSIONS, FINISHED LEVELS AND ALL SITE SERVICES ARE TO BE VERIFIED BY THE
BUILDER ONSITE.

DRAWINGS:
WRITTEN DIMENSIONS TAKE PRECEDENCE OVER SCALING OFF DRAWINGS. DO NOT SCALE FROM DRAWINGS.

GEOTECHNICAL REPORT:
ARCHITECTURAL DRAWINGS AND DOCUMENTS ARE TO BE READ IN CONJUNCTION WITH THE GEOTECHNICAL REPORT.

STRUCTURAL ENGINEERING (FOUNDATIONS):
ARCHITECTURAL DRAWINGS AND DOCUMENTS ARE TO BE READ IN CONJUNCTION WITH THE ENGINEERS DRAWINGS. REFER TO
ENGINEERING DRAWINGS FOR ALL FOOTINGS, SLABS, AND MASONRY DESIGN & DETAILS.

GALVANISING OF STRUCTURAL STEELWORK:
ALL EXTERNAL EXPOSED STRUCTURAL STEELWORK, FITTINGS AND FIXTURES SHALL BE HOT DIPPED GALVANISED IN ACCORDANCE
WITH AS/NZS 4680 & AS 2309. ALL OTHER STEELWORK, FITTINGS AND FIXTURES SHALL BE PASSIVE GALVANISED UNLESS NOTED
OTHERWISE IN THE SPECIFICATION. AVOID ON SITE WELDING.

CORROSION PROTECTION:
COLD-FORMED STEEL SECTIONS SHALL HAVE CORROSION PROTECTION IN ACCORDANCE WITH THE BCA SECTION 3.4.2.2 AND AS 1397.

TEMPORARY EROSION CONTROL:
CONTRACTOR TO PROVIDE ALL NECESSARY EROSION CONTROL MEASURES, SILT BARRIERS, AND THE LIKE DURING CONSTRUCTION IN
ACCORDANCE WITH LOCAL AUTHORITY REQUIREMENTS AND AS APPROPRIATE TO CONTROL EROSION ON THE SITE.

POWER CONNECTION
BUILDER TO APPLY FOR POWER CONNECTION ON CLIENTS BEHALF TO ENERGY SUPPLIER.

SITE ACCESS
CLIENT TO PROVIDE ALL-WEATHER ACCESS TO SITE.

PLUMBING, DRAINAGE & GAS
DESIGN, SUPPLY, & INSTALL ALL PLUMBING & DRAINAGE IN ACCORDANCE WITH AS3500 AND THE BCA, PART 3.1.3.
GAS INSTALLATIONS TO BE IN ACCORDANCE WITH AS 5601.

STORMWATER
ALL DOWNPIPES TO BE 90mm DIA. MIN. AND DISPERSE 40m² OF ROOF AREA MAXIMUM. ALL STORMWATER DRAINAGE TO BE 90mm DIA.
MIN. UPVC SEALED SYSTEM TO COMPLY WITH BCA SECTION 3.5. GUTTER SELECTION TO PROVIDE CROSSECTIONAL AREA OF 7900mm²
(LARGE RECTANGULAR GUTTER), OVERFLOW PROVISION IN ACCORDANCE WITH BCA, PART 3.5.3

SEWER
SEWER SITES - ALL PLUMBING POINTS TO BE CONNECTED TO SEWER AS PER COUNCIL REQUIREMENTS AND LEGAL POINT OF
DISCHARGE
NON-SEWER SITES - DESIGN, SUPPLY, & INSTALL A "BIOCYCLE" SEPTIC SYSTEM IN ACCORDANCE WITH AS/NZS 1546. REFER TO SITE
PLAN FOR PROPOSED LOCATION.

VENT & WASTE PIPES
CONCEAL ALL VENT PIPES AND WASTE PIPES WITHIN WALL FRAMING UNLESS OTHERWISE NOTED, IE RETURN WASTES TO WALLS
UNDER SINKS.

CEILING ACCESS
CEILING ACCESS MANHOLES ARE TO LOCATED ONSITE AND TO SUIT ROOF FRAMING. POSITION FRAMES SO AS TO PROVIDE A CLEAR
550mm x 550mm OPENING.

PAINTING
COMPLY WITH THE RECOMMENDATIONS OF AS/NZS 2311.

TERMITE PROTECTION
SUPPLY & INSTALL A TERMITE BARRIER SYSTEM IN ACCORDANCE WITH AS 3660, AS 3660.1, AND THE BCA PART 3.1.4. INSTALL TO THE
MANUFACTURER'S SPECIFICATIONS AND PROVIDE WRITTEN WARRANTIES COMMENCING FROM THE DATE OF PRACTICAL COMPLETION /
HANDOVER

AIR CONDITIONING SYSTEMS
AIR CONDITIONING SYSTEMS TO BE PROVIDED IN ACCORDANCE WITH AS/NZS 1668.1 AND AS 1668.2 AS REQUIRED BY THE BCA.

FIRE PROTECTION
ANY STRUCTURE LOCATED WITHIN 900mm TO ADJOINING BOUNDARY ARE TO BE PROTECTED IN ACCORDANCE WITH BCA PART 3.7

MECHANICAL VENTILATION
IF APPLICABLE ALL BATHROOMS, LAUNDRIES, AND WC'S NOT NATURALLY VENTILATED ARE TO BE MECHANICALLY VENTILATED IN
ACCORDANCE WITH BCA 3.8.7, AS/NZS 1668.2 AND AS/NZS 3666.1

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G.J. Gardner. HOMES G.J. GARDNER HOMES BRISBANE NORTH & BAYSIDE MAXICORP PTY LTD ACN: 108 354 383 QBCC: 1052162 A: Unit 7 / 104 Gympie Road STRATHPINE QLD 4500 P: (07) 3881 0311	BALMAIN 350 RESORT STREETSCAPE © COPYRIGHT EXCLUSIVE TO G.J. GARDNER HOMES	DAN JARVIS BUILDING DESIGNER ABN 44 763 527 574 QBCC LIC No 1053449 ☎ 0412 411 810 ✉ dan.jarvis_design@bigpond.com	CLIENT: DETAILS REDACTED DRAWING TITLE: CONSTRUCTION NOTES - SCALE 1 : 100	PROJECT: PROPOSED NEW RESIDENCE DETAILS REDACTED	PAGES: 01 OF 06 JOB NO: 231443 DRAWN: DAN JARVIS DATE: 22/10/2020	SHEET SIZE: A3	REV: DETAILS: DATE: 1 PRELIMINARY PLAN 3/07/2020 2 UPDATED DOORS 8/07/2020 3 ACOUSTIC CHANGES 28/07/2020 4 CLIENT VARIATIONS 6/09/2020 5 SURVEY ADDED 22/10/2020
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WINDOW FRAMES & GLAZING
WINDOW FRAMES AND GLAZING SHALL BE CONSTRUCTED IN ACCORDANCE WITH AS 2047 & AS 1288. WINDOW PROTECTION TO UPPER FLOOR
BEDROOMS TO COMPLY WITH BCA, PART 3.9.2.6

SMOKE ALARMS
SUPPLY & INSTALL HARD-WIRED SMOKE ALARMS IN ACCORDANCE WITH THE BCA, PART 3.7.5. & AS 1670.6 CONFIRM LOCATION WITH BUILDING
CERTIFIER PRIOR TO INSTALLATION

WATERPROOFING - WET AREAS
WATERPROOFING OF INTERNAL WET AREAS SHALL COMPLY WITH AS3740 AND THE BCA, PART 3.8.1. PROVIDE A PROPRIETARY LIQUID OR
SHEET MEMBRANE SYSTEM AND FALL TO WASTES.

WATERPROOFING - WALL OPENINGS
INSTALL ALL NECESSARY FLASHINGS, MEMBRANES, DRIPS, STORM MOULDS, CAULKING ETC SO THAT WATER IS PREVENTED FROM
PENETRATING THE BUILDING BETWEEN FRAMES AND THE BUILDING STRUCTURE.

FALLS IN FLOORS
FALL WET AREA FLOORS TO FLOOR WASTES. FALL ALL EXTERNAL SURFACES AWAY FROM THE BUILDING AND/OR TO DRAINAGE OUTLETS
UNLESS OTHERWISE NOTED. PROVIDE SLAB SET-DOWNS, STRUCTURAL FALLS, & BEDDINGS AS REQUIRED.

STAIRS, HANDRAILS & BALUSTRADES
STAIRS, HANDRAILS AND BALUSTRADES TO BE CONSTRUCTED IN ACCORDANCE WITH THE BCA, PARTS 3.9.1 & 3.9.2, INCLUDING AS1170.1 AND
AS1288. BALUSTRADES TO HAVE A MINIMUM HEIGHT OF 1000mm ABOVE FINISHED SURFACE LEVEL UNLESS NOTED OTHERWISE (REFER TO
DETAIL DRAWINGS FOR SPECIFIC HEIGHTS).

THERMAL INSULATION
SUPPLY & INSTALL THERMAL INSULATION IN ACCORDANCE WITH THE BCA, PART 3.12.1. ALSO REFER TO THE ENERGY EFFICIENCY REPORT,
AND SCHEDULES FOR PRODUCT SELECTIONS.

LIGHTING
ENERGY EFFICIENT LIGHTING SHALL BE PROVIDED TO A MINIMUM 80% OF THE FIXED ARTIFICIAL LIGHT FITTINGS IN ACCORDANCE WITH THE
QDC, SECTION MP4.1.

FLASHINGS
FLASHINGS SHALL GENERALLY BE CORROSION RESISTANT, COMPATIBLE WITH THE OTHER MATERIALS IN THE INSTALLATION, AND COATED
WITH A NON-STAINING COMPOUND WHERE NECESSARY IN ACCORDANCE WITH AS/NZS 2904.

ELECTRICAL SERVICES
ELECTRICAL SERVICES TO BE PROVIDED IN ACCORDANCE WITH THE FOLLOWING:
ELECTRICAL INSTALLATION: TO AS/NZS 3008.1.1 AND SAA HB 301.
TELECOMMUNICATIONS CABLING: TO AS/ACIF S008, AS/ACIF S009, AS/NZS 3080, SAA HB 29 AND SAA HB 252.
DOMESTIC ELECTRICITY METER ENCLOSURES: TO AS 6002.

EXTERIOR ROOFING & CLADDING SYSTEMS
ALL EXTERIOR ROOFING & CLADDING SYSTEMS ARE TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS,
INCLUDING ALL FASTENERS, EXPANSION JOINTS, GASKETS, TRIMS, AND THE LIKE. SHEET METAL ROOFING: TO AS 1562.1. CORROSION
PROTECTION TO BCA TABLE 3.5.1.2. FIBRE CEMENT CLADDING: TO AS/NZS 2908.2 TYPE A, CATEGORY 3.

INTERIOR LININGS & PLASTERBOARD
ALL INTERIOR LININGS ARE TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS, INCLUDING ALL FASTENERS,
EXPANSION JOINTS, TRIMS, AND THE LIKE. PLASTERBOARD SHALL BE INSTALLED IN ACCORDANCE WITH AS 2589 GENERALLY, WET AREA'S TO
AS 3740. LININGS TO EXTERNAL BLOCK WALLS SHALL BE INSTALLED ON A PROPRIETARY STEEL FURRING CHANNEL SYSTEM - REFER TO
DRAWINGS FOR WALL DETAILS AND SCHEDULES FOR FINISHES.

LANDSCAPING & EXTERNAL SURFACES
BUILDER TO PROVIDE ALL EXTERNAL PAVING SLABS, DRIVEWAYS, DECKS AND RETAINING WALLS AS IDENTIFIED ON THE DRAWINGS.
EXTERNAL SOFT LANDSCAPING TO BE COMPLETED AS PER SPECIFICATION.
CLEARANCE BETWEEN FINISHED CLADDING AND FINISHED GROUND SHALL BE AS FOLLOWS -
1. 100mm IN LOW RAINFALL INTENSITY AREAS OR SANDY, WELL DRAINED AREAS
2. 50mm ABOVE IMPERMEABLE (PAVED OR CONCRETE) AREAS THAT SLOPE AWAY FROM THE BUILDING IN ACCORDANCE TO 3.1.3.1(a)
3. 150mm IN ANY OTHER CASE
WALL CLADDING MUST ALSO EXTEND A MINIMUM OF 50mm BELOW THE BEARER OR LOWEST HORIZONTAL PART OF THE SUSPENDED FLOOR
FRAMING

CONCRETE
ALL CONCRETE FLOORS AND PAVING SLABS SHALL BE REINFORCED CONCRETE IN ACCORDANCE WITH STRUCTURAL ENGINEER'S DRAWINGS.
REFER TO SCHEDULES FOR THE REQUIRED FINISH.

TILING
TILES TO BE INSTALLED IN ACCORDANCE WITH THE MANUFACTURERS SPECIFICATION AND SHALL BE INSTALLED BY AN APPROVED
APPLICATOR.

SLIP RESISTANCE
ALL INTERIOR & EXTERIOR FLOOR FINISHES TO COMPLY WITH AS 4586 FOR SLIP RESISTANCE INCLUDING STAIRS.

TIMBER & DECKING
TIMBER CONSTRUCTION TO BE IN ACCORDANCE WITH AS 1684 AND THE BCA.
PARTICLEBOARD FLOORING MATERIAL TO AS/NZS 1860.1.
FIBRE CEMENT FLOORING COMPRESSED SHEETS TO AS/NZS 2908.2 TYPE A, CATEGORY 5.
PLYWOOD FLOORING STANDARD TO AS/NZS 2269.0, BOND TYPE A, TONGUE AND GROOVED.
DECKING TREATED SOFTWOODS TO AS 4785.
HARDWOODS TO AS 2796.
SANDING & FINISHING TO AS 4786.2

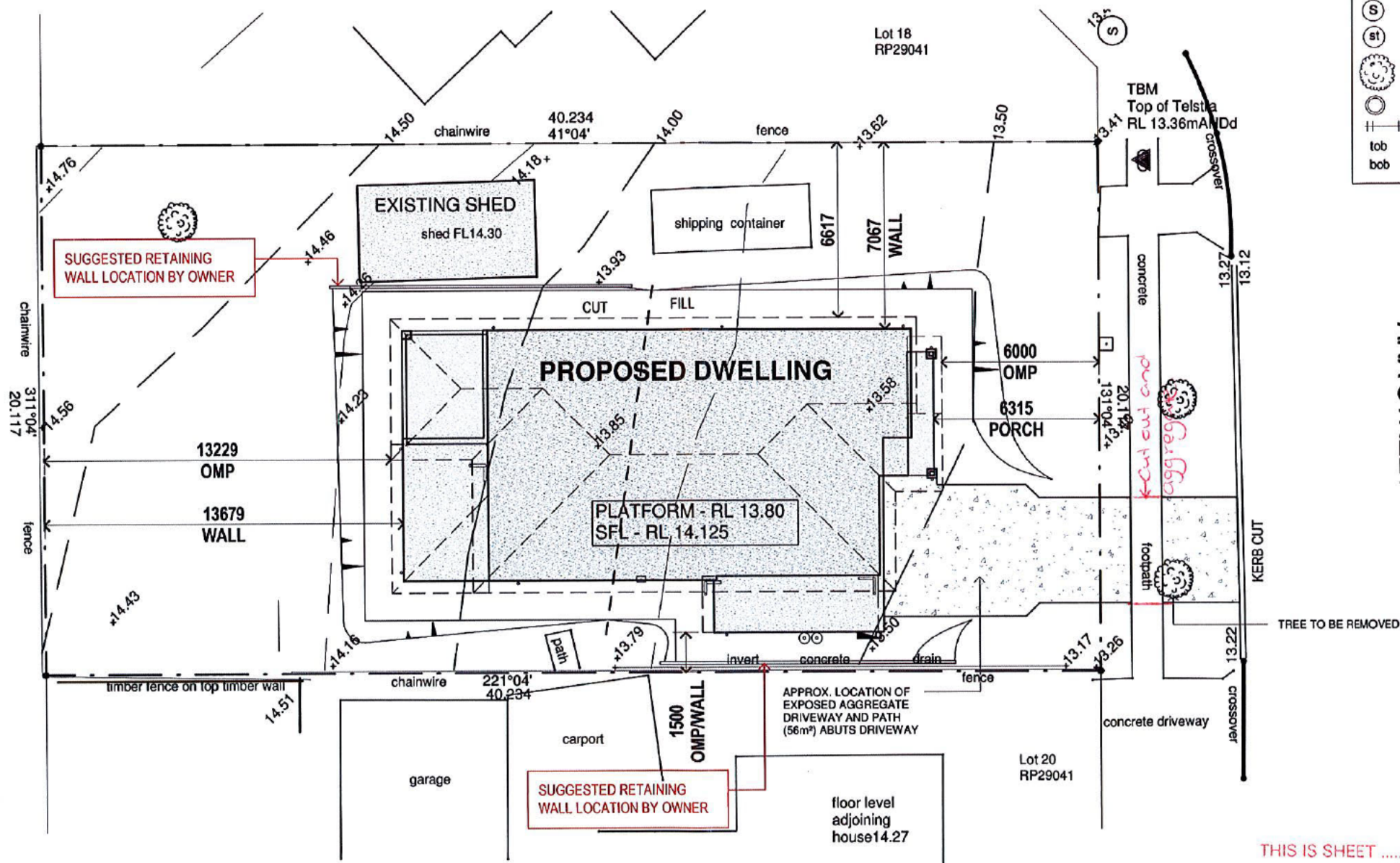
ADJOINING DWELLINGS
FIRE SPERATING WALL IN ACCORDANCE WITH THE MANUFACTURERS SPECIFICATION AND IN ACCORDANCE WITH
BCA 3.7.3.2 INCLUDING SUB FLOORS, SUSPENDED FLOORS, CEILING SPACES, CEILING ATTENUATION AND EAVE
PROTECTION. SOUNDS INSULATION IN ACCORDANCE WITH BCA 3.8.6 INCLUDING RW+CTR 50 & DISCONTINUOUS
CONSTRUCTION

THIS IS SHEET 02 OF 07 DRAWINGS
REFERRED TO IN THE CONTRACT DATED 11/11
2020 PURCHASER Nielsen BUILDER Maxicorp

I/WE HAVE CHECKED THE PLANS AND AGREE THEY ACCURATELY DEPICT THE HOUSE FOR CONSTRUCTION. ANY VARIATIONS REQUESTED AFTER SIGNING WILL INCUR A PROCESSING FEE IN ADDITION TO THE COST OF THE VARIATION ITEMS AND ANY FURTHER PLANS TO BE PREPARED.		
OWNER SIGNED: <u>[Signature]</u>	DATE: <u>11/11/2020</u>	
OWNER SIGNED: <u>[Signature]</u>	DATE: <u>11/11/2020</u>	
BUILDER SIGNED: <u>[Signature]</u>	DATE: <u>12/11/2020</u>	

SITE LEGEND	
	SEWER LINE
	STORMWATER LINE
	1800h PINE BUTTED FENCE
	1800h GOOD NEIGHBOUR FENCE
	1200h POOL SAFETY FENCE
	CUT/FILL LINE
	CUT/FILL BATTER
	FIELD GULLY - FINAL LOCATION TO BE DETERMINED ONSITE
	TREE TO BE REMOVED
	BOULDER RETAINING WALL
	TIMBER RETAINING WALL
	190 CONCRETE BLOCK FENCE/RETAINING WALL. RENDER & PAINT FINISH
	PROPOSED FUTURE POOL. ALL SERVICES TO BE KEPT CLEAR
	DRIVEWAY GRATE
	METERBOX LOCATION
	SINGLE GATE
	DOUBLE GATES
	CLOTHES LINE - WALL MOUNTED
	LETTERBOX

SURVEY LEGEND	
	TBM Temporary Bench Mark
	OP Peg Found (not checked)
	Power Box
	Water Meter
	Power Pole
	Light Pole
	Kerb
	Sewer Manhole
	Stormwater Manhole
	Shrub
	Tree Stump
	Fence
	top of bank
	bottom of bank
	Fire Hydrant
	Valve
	Telstra Pit
	Headwall
	Field Gully (grate)
	Roofwater Manhole
	Tree 0.45m dia @ 1.5m high
	Stake
	Retaining Wall
	base of wall RL
	top of wall RL



THIS IS SHEET 03 OF 07 DRAWINGS
 REFERRED TO IN THE CONTRACT DATED 11/11/2020
 20/20 PURCHASER Nielsen BUILDER Maxicorp

RPD
 LOT ON RP/SP
 PARISH OF
 COUNTY OF
 AREA - 000 m²
 SITE COVER - 00%

DRAINAGE
 SOIL AND SULLAGE DRAINAGE TO COUNCIL SEWER AS PER
 PREPARED DRAINAGE PLAN
 STORMWATER TO EXISTING SYSTEM TO STREET/REAR
 LEGAL POINT OF DISCHARGE.

FIRE PROTECTION
 FIRE RATED WALL & EAVE WITHIN
 900mm OF BOUNDARY TO ARCHIVE FRL
 60/60/60

CUT & FILL
 BUILDING PLATFORM APPROX. 1500
 FROM BUILDING
 CUT BATTER 1:2.5
 FILL BATTER 1:4

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 G.J. GARDNER HOMES BRISBANE NORTH & BAYSIDE

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BALMAIN 350
 RESORT STREETSCAPE

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DAN JARVIS
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CLIENT:
DETAILS REDACTED

DRAWING TITLE:
 SITE PLAN - SCALE 1 : 200

PROJECT: PROPOSED NEW RESIDENCE

DETAILS REDACTED

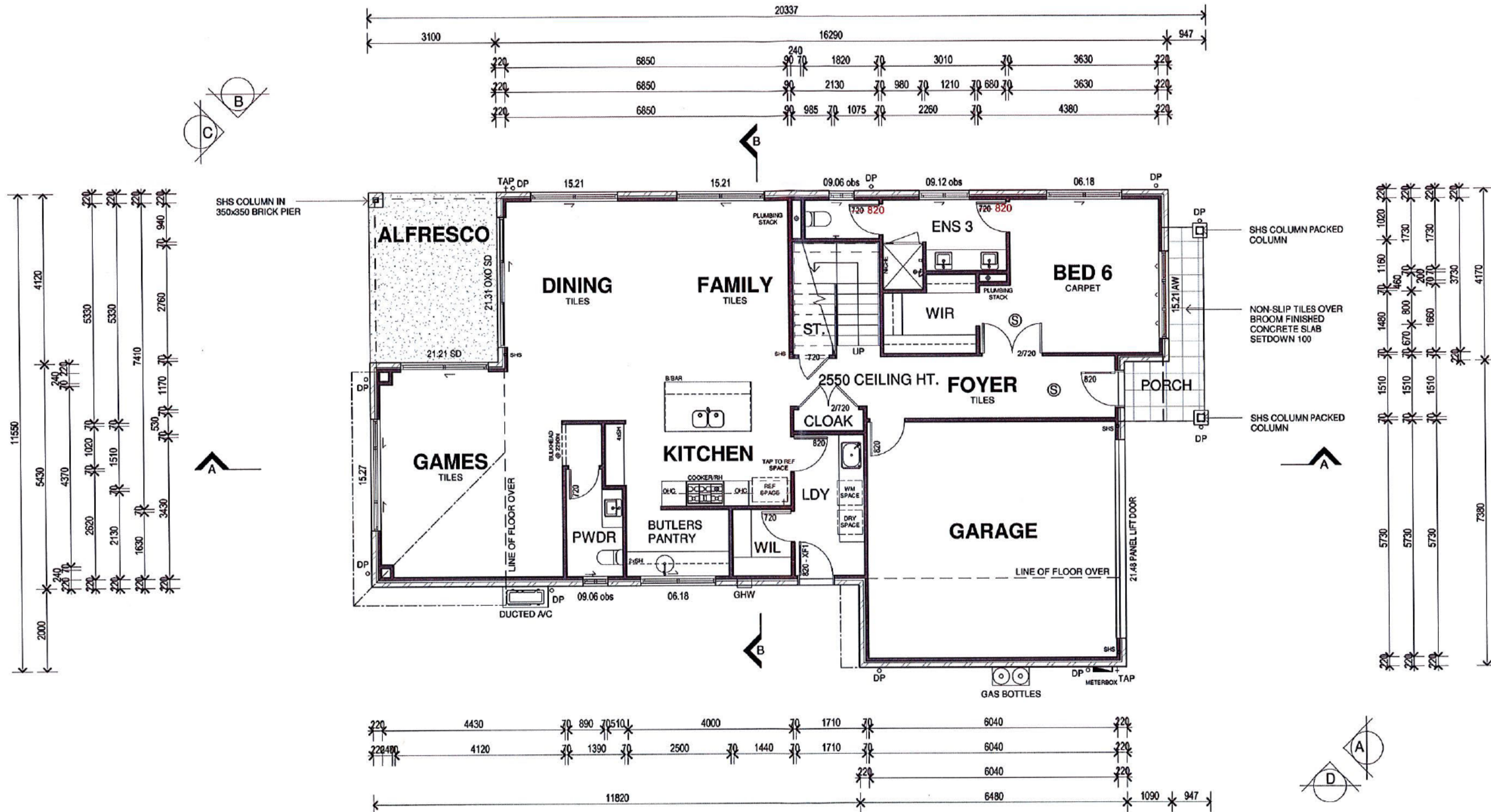
PAGES: 02 OF 06
 SHEET SIZE: A3
 JOB NO: 231443
 DRAWN: DAN JARVIS
 DATE: 22/10/2020



I HAVE CHECKED THE PLANS AND AGREE THEY
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 BUILDER SIGNED: [Signature] DATE: 12/11/2020

REV:	DETAILS:	DATE:
1	PRELIMINARY PLAN	3/07/2020
2	UPDATED DOORS	8/07/2020
3	ACOUSTIC CHANGES	29/07/2020
4	CLIENT VARIATIONS	8/09/2020
5	SURVEY ADDED	22/10/2020



THIS IS SHEET 04 OF 07 DRAWINGS
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 2020 PURCHASER Nielsen BUILDER Maxcorp

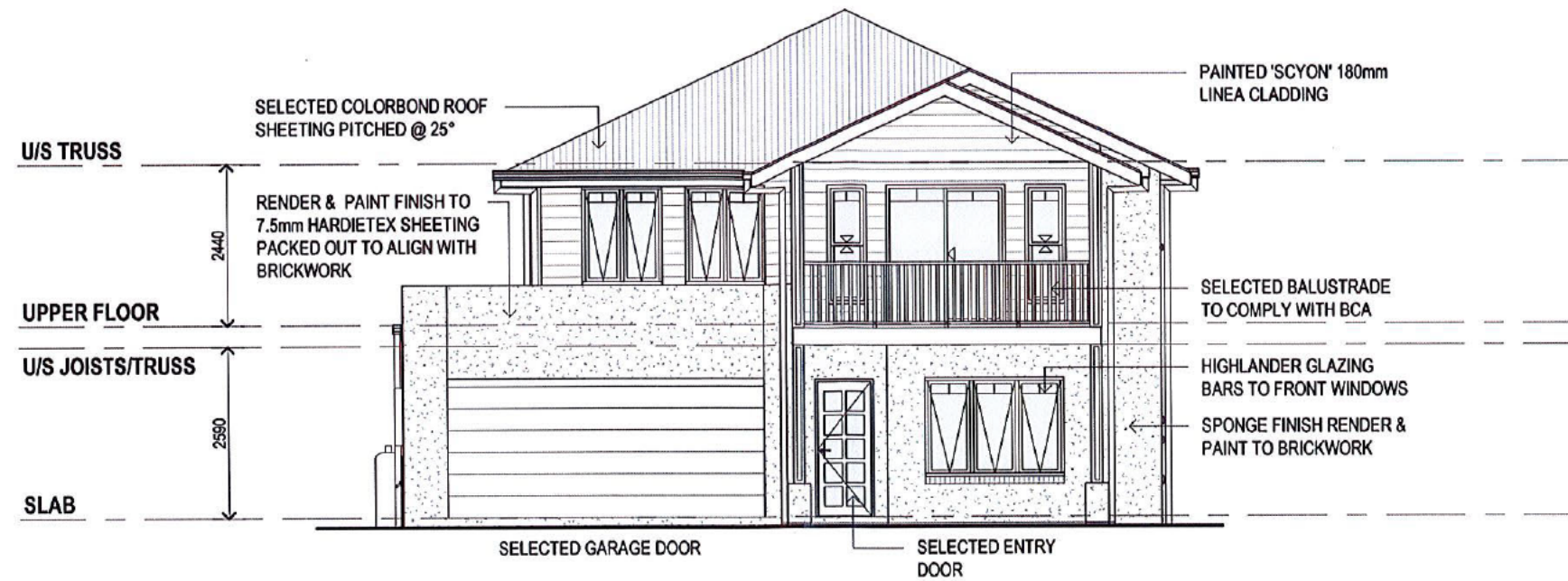
SMOKE ALARMS IN
 ACCORDANCE WITH BCA,
 PART 3.7.2 AND AS 1670.6

NOTE:
 1 DIMENSIONS NOTED FRAME TO FRAME
 2 REFER INTERNAL ELEVATIONS FOR NOGGING REQUIREMENTS FOR FIXTURES
 3 ACOUSTICS IN ACCORDANCE WITH ATP ENGINEER'S REPORT NO. ATP200705-R-AD-01

WE HAVE CHECKED THE PLANS AND AGREE THEY ACCURATELY DEPICT THE HOUSE FOR CONSTRUCTION. ANY VARIATIONS REQUESTED AFTER SIGNING WILL INCUR A PROCESSING FEE IN ADDITION TO THE COST OF THE VARIATION ITEMS AND ANY FURTHER PLANS TO BE PREPARED.
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G.J. Gardner. HOMES G.J. GARDNER HOMES BRISBANE NORTH & BAYSIDE MAXICORP PTY LTD ACN: 108 354 383 QBCC: 1052162 A: Unit 7 / 104 Gympie Road STRATHPINE QLD 4500 P: (07) 3881 0311	BALMAIN 350 RESORT STREETSCAPE © COPYRIGHT EXCLUSIVE TO G.J. GARDNER HOMES	DAN JARVIS BUILDING DESIGNER ABN 44 763 527 574 QBCC LIC No 1053449 ☎ 0412 411 810 ✉ dan.jarvis_design@bigpond.com	CLIENT: DETAILS REDACTED DRAWING TITLE: GROUND FLOOR PLAN - SCALE 1 : 100	PROJECT: PROPOSED NEW RESIDENCE DETAILS REDACTED	PAGES: 03 OF 06 SHEET SIZE: A3 JOB NO: 231443 DRAWN: DAN JARVIS DATE: 22/10/2020	<table border="1"> <thead> <tr> <th colspan="2">FLOOR AREAS</th> </tr> </thead> <tbody> <tr> <td>LOWER LIVING</td> <td>141.8 m²</td> </tr> <tr> <td>GARAGE</td> <td>37.7 m²</td> </tr> <tr> <td>ALFRESCO</td> <td>12.8 m²</td> </tr> <tr> <td>PORCH</td> <td>5.7 m²</td> </tr> <tr> <td>UPPER LIVING</td> <td>141.8 m²</td> </tr> <tr> <td>BALCONY 2</td> <td>13.1 m²</td> </tr> <tr> <td>STAIR VOID</td> <td>5.8 m²</td> </tr> <tr> <td>BALCONY 1</td> <td>4.7 m²</td> </tr> <tr> <td>TOTAL</td> <td>363.3 m²</td> </tr> </tbody> </table> <table border="1"> <thead> <tr> <th>REV</th> <th>DETAILS</th> <th>DATE</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>PRELIMINARY PLAN</td> <td>3/07/2020</td> </tr> <tr> <td>2</td> <td>UPDATED DOORS</td> <td>8/07/2020</td> </tr> <tr> <td>3</td> <td>ACOUSTIC CHANGES</td> <td>29/07/2020</td> </tr> <tr> <td>4</td> <td>CLIENT VARIATIONS</td> <td>6/09/2020</td> </tr> <tr> <td>5</td> <td>SURVEY ADDED</td> <td>22/10/2020</td> </tr> </tbody> </table>	FLOOR AREAS		LOWER LIVING	141.8 m²	GARAGE	37.7 m²	ALFRESCO	12.8 m²	PORCH	5.7 m²	UPPER LIVING	141.8 m²	BALCONY 2	13.1 m²	STAIR VOID	5.8 m²	BALCONY 1	4.7 m²	TOTAL	363.3 m²	REV	DETAILS	DATE	1	PRELIMINARY PLAN	3/07/2020	2	UPDATED DOORS	8/07/2020	3	ACOUSTIC CHANGES	29/07/2020	4	CLIENT VARIATIONS	6/09/2020	5	SURVEY ADDED	22/10/2020
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ELEVATION A
1 : 100



ELEVATION B
1 : 100

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REFERRED TO IN THE CONTRACT DATED 11/11
2020 PURCHASER Nieken BUILDER Manicap

WE HAVE CHECKED THE PLANS AND AGREE THEY ACCURATELY DEPICT THE HOUSE FOR CONSTRUCTION. ANY VARIATIONS REQUESTED AFTER SIGNING WILL INCUR A PROCESSING FEE IN ADDITION TO THE COST OF THE VARIATION ITEMS AND ANY FURTHER PLANS TO BE PREPARED.
OWNER SIGNED: [Signature] DATE: 11/11/2020
BUILDER SIGNED: [Signature] DATE: 12/11/2020

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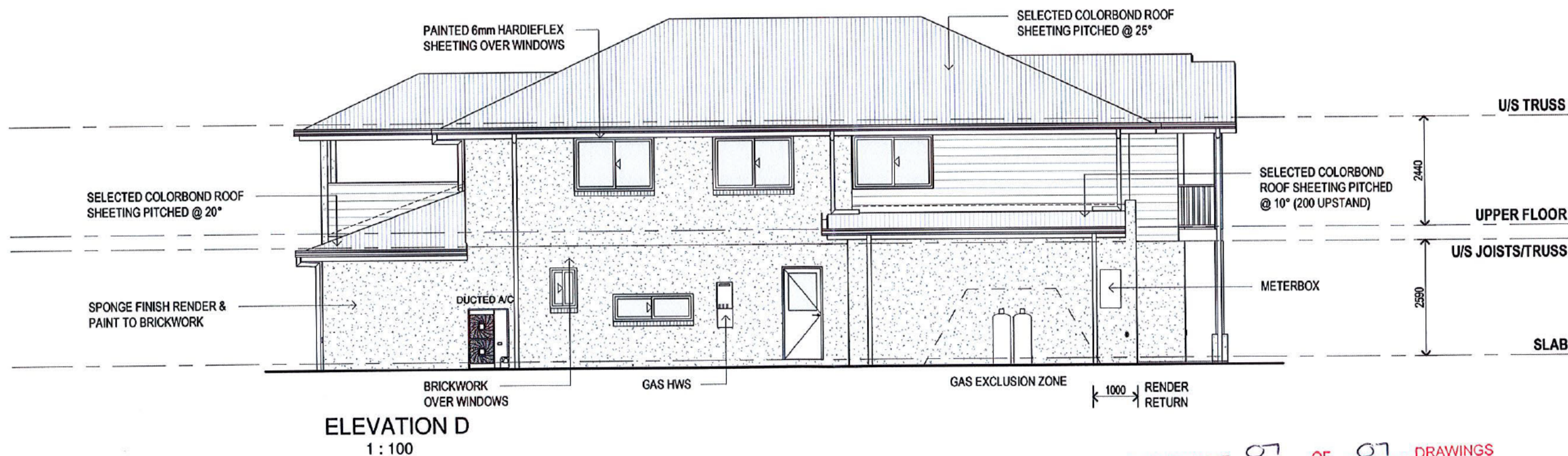
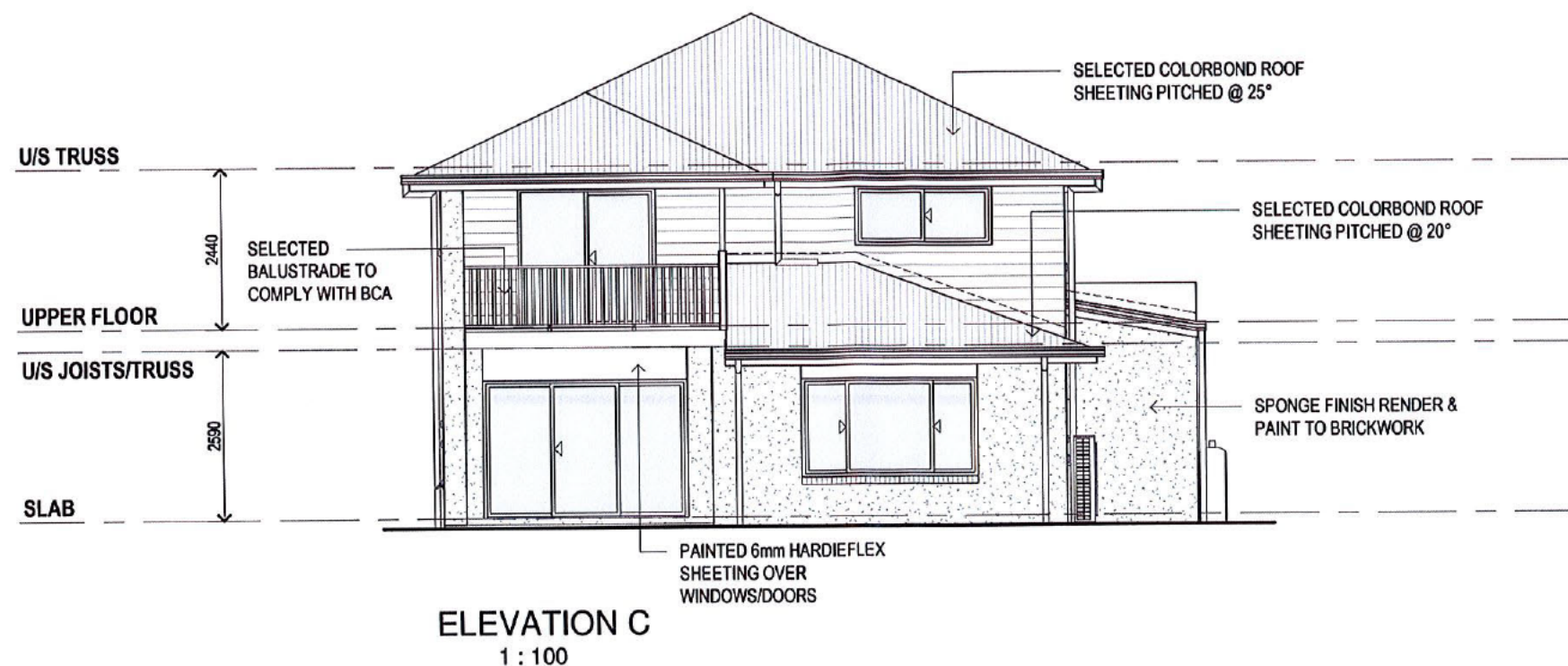
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DRAWING TITLE:
ELEVATIONS - SCALE 1 : 100

PROJECT: PROPOSED NEW RESIDENCE

DETAILS REDACTED

PAGES: 05 OF 06
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DRAWN: DAN JARVIS
DATE: 22/10/2020

REV:	DETAILS:	DATE:
1	PRELIMINARY PLAN	3/07/2020
2	UPDATED DOORS	8/07/2020
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4	CLIENT VARIATIONS	6/09/2020
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THIS IS SHEET 07 OF 07 DRAWINGS
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 20 PURCHASER Nielsen BUILDER Nielsen

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PROJECT: PROPOSED NEW RESIDENCE

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