

CPCCBC4029B

APPLY CONSTRUCTION INFORMATION TO THE SALES PROCESS

PRACTICAL ASSESSMENT INSTRUCTIONS

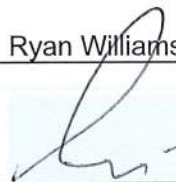
- The following practical assessment will require the Participant to complete work related activities.
- The Assessor will conduct observations of the Participant's work to determine whether they display sufficient practical skills and knowledge.
- Please fill in the details below – providing your name, signature and date of assessment.
 - The Participant's signature acknowledges that the Assessor provided clear instructions and the Participant understood what was required to complete this assessment.
- The Assessor may substitute a Practical Task with an alternate task of equal value.
 - Alternate tasks must be fully documented by the assessor in the Assessor Comments area.

Participant name Kylie Waldock

Participant signature 

Date 18/09/2020

Assessor name Ryan Williams

Assessor signature 

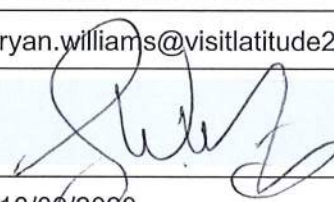
Date 18/09/2020

Task	Task outcome (Tick)	
	Satisfactory	Not Yet Satisfactory
Task 1 (Occasion 1)	☒	☐
Task 1 (Occasion 2)	☒	☐

ASSESSOR COMMENTS
Attached Evidence: >Client Home Purchase Contract >Client Variation >Client RFI >Head Contract for Home Construction (43 homes/3 stages) >Variation assessment >RFI response to builder

CPCCBC4029B

APPLY CONSTRUCTION INFORMATION TO THE SALES PROCESS

Practical Task 1 (2X)		
Description of task: On two (2) occasions, a suitable observer is to verify the participant's ability to apply construction information during the sales process in order to develop the customer's knowledge of construction processes and the effects on the contract and building timelines. The participant is to gather evidence of how they have completed each component of the Practical Task, which is to be submitted with this Practical Assessment sheet. Evidence to be submitted may include: - RFI and relevant correspondence with client - A variation, price and acceptance by the client The observer is to provide detailed comments on the tasks completed by the participant. The assessor is to verify the observer's comments in the Assessor Comments section, and provide the Practical Assessment outcome on the front cover of this document.		
Resources required: Two (2) sales contracts.		
Assessment of task		
Name of participant:	Kylie Waldock	
Name of observer:	Ryan Williams	
Role of observer (Confirm suitability to sign)	Development Manager	
Email address of observer	ryan.williams@visitlatitude25.com.au	
Signature of observer:		
Date:	18/09/2020	
When completing the task, did the participant:	Tick if satisfactorily completed. Provide comments if left unticked.	
	1 st Occasion	2 nd Occasion
1.A. Identify and explain to the customer the approvals required before starting construction, including: - Statutory approvals - Sustainability requirements - Insurance covers	☒	☒
1.B. Identify and explain to the customer the stages and timeframes of construction, including: - Main trade components - Construction process sequence (including approximate duration)	☒	☒
1.C. Identify and explain to the customer potential industry conditions that can affect construction times.	☒	☒
1.D. Identify and explain to the customer site establishment requirements before starting construction.	☒	☒

1.E. Establish site access arrangements with the client.	☒	☒
1.F. Effectively communicate using the following methods: - Verbally using language/concepts appropriate to cultural differences - Non-verbal communication - Active listening and responding to client questions	☒	☒
The participant's performance was: ☒ Satisfactory ☐ Not Satisfactory		

OBSERVER COMMENTS



COLIN
BIGGERS
& PAISLEY
LAWYERS

PRACTICAL TASK
#1 - Contract.

Home Purchase Contract

**Nikenbah Constructions Pty Ltd ACN 613 502 873 as trustee of the
Nikenbah Constructions Unit Trust
(Seller)**

**~~William Mark Crump~~ and ~~Sandra Kay Tomlin~~
(Buyer)**

COLIN BIGGERS
& PAISLEY PTY LTD
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1 Eagle Street
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BRISBANE MELBOURNE SYDNEY

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Home Purchase Contract - Stage 2B

Contract Details

Contract Date:

30 December 2019

Seller:

Nikenbah Constructions Pty Ltd ACN 613 502 873 as trustee of the Nikenbah Constructions Unit Trust

Address: Level 1, 5/41 Lavarack Avenue
Eagle Farm QLD 4009

Seller's Lawyer:

Colin Biggers & Paisley Pty Ltd

Address: GPO Box 142, Brisbane QLD 4001

Telephone: 07 3002 8700

Fax: 07 3221 3068

Email: rebecca.castley@cbp.com.au

Contact: Rebecca Castley

Buyer 1:

[Full name
and address]

Full Name: [REDACTED]

Address: [REDACTED]
[REDACTED]

Telephone: [REDACTED]

Email: [REDACTED]

Tax File Number: [REDACTED]

Date of Birth: [REDACTED]

Buyer 2:

[Full name
and address]

Full Name: [REDACTED]

Address: [REDACTED]
[REDACTED]

Telephone: [REDACTED]

Email: [REDACTED]

Tax File Number: [REDACTED]

Date of Birth: [REDACTED]

Buyer's Lawyer:

[Name and
address]

Full Name: [REDACTED]

Address: [REDACTED]
[REDACTED]

Telephone: (07) [REDACTED]

Fax: (07) [REDACTED]

Email: [REDACTED]

Contact: Sarah Smith

Home Purchase Contract - Stage 2B

Park	The residential park constructed or to be constructed on the Land to be known as "Latitude25 Hervey Bay", 1 Latitude Boulevard, Nikenbah QLD 4655
Site:	Proposed Site 176 in the Park as shown approximately on the Site Location Plan in Annexure A
Type of Manufactured Home:	House Type: Cottage MK2 as per the attached Plan in Annexure B
Purchase Price:	\$1,100,000 (inclusive of GST)
Deposit:	\$110,000 payable on signing of the Contract by the Buyer
Deposit Holder:	Colin Biggers & Paisley Pty Ltd <i>[bank details below for payment of Deposit]</i> Account Name: Colin Biggers & Paisley Pty Ltd Law Practice Trust Account Bank: Commonwealth Bank 240 Queen Street, Brisbane QLD 4000 BSB: 064 000 Account No.: 13 73 42 33 Swift Code: CTBA AU2S <i>[Note: please include reference to Site 176 Nik, together with Buyer's surname when depositing funds]</i>
Place of Settlement:	Any place in Brisbane as nominated by the Seller's Lawyer from time to time
Settlement Date:	Has the meaning given to this term in clause 1.2 of the Terms and Conditions
Special Conditions [if any]	Not applicable

Home Purchase Contract - Stage 2B

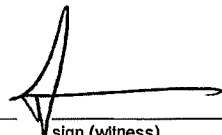
Signing page

Signed as an agreement.

Seller

Signed by Nikenbah
Constructions Pty Ltd
ACN 613 502 873 as
trustee of the
Nikenbah Constructions
Unit Trust by its duly
appointed attorney under
power of attorney dated
8 August 2017

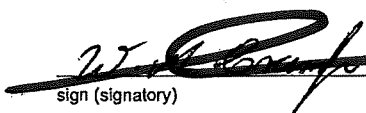

sign (attorney)
the attorney states that he or she has no notice
of termination or suspension of the power
full name (attorney) REBECCA JANE CASLER


sign (witness)
the witness states that he or she is not a party
and was present when the attorney signed
full name (witness) Tara Justine Robertson

Level 35, 1 Eagle St, Brisbane
address (witness)

Buyer

Signed by 



sign (signatory)


sign (witness)
the witness states that he or she is not a party
and was present when the signatory signed

SARAH LYNNE SMITH
full name (witness) SOLICITOR

CORSER SHELTON & GORDON
address (witness) SOLICITORS
5 TORQUAY ROAD
HERVEY BAY QLD 4655

Signed by 



sign (signatory)


sign (witness)
the witness states that he or she is not a party
and was present when the signatory signed

SARAH LYNNE SMITH
full name (witness) SOLICITOR

CORSER SHELTON & GORDON
address (witness) SOLICITORS
5 TORQUAY ROAD
HERVEY BAY QLD 4655

Home Purchase Contract - Stage 2B

Background

The Seller agrees to sell and the Buyer agrees to buy the Manufactured Home on the terms of this Contract.

Terms and Conditions

1. Definitions and Interpretation

1.1 Purpose of clause

This clause 1 explains the meaning of words used throughout this Contract and rules of interpretation which apply.

1.2 Dictionary of terms

In this Contract, terms in bold in the Contract Details have the meanings shown opposite them, and unless the context otherwise indicates:

Act	means the <i>Manufactured Homes (Residential Parks) Act 2003 (Qld)</i> , as amended from time to time.
Balance Purchase Price	means the Purchase Price less the Deposit paid.
Business Day	means a week day other than a public holiday in the Place of Settlement.
Claim	means any action, allegation, claim, demand, judgement, loss, damage, cost or expense, liability, proceeding, remedy, right of action or right of set-off made against a person however it arises, whether it is present, unascertained, immediate, future or contingent, whether it is based in contract, tort, statute or otherwise, or whether it involves a third party or a party to this Contract.
Contract	means this contract of sale and includes the Contract Details and any annexures to this contract.
Contract Date	means the contract date stated in the Contract Details, and if no contract date is stated, the contract date will be date that the Seller determines to be the date that the last party signed this Contract.
Contract Details	means the details and information contained in the table under the heading 'Contract Details' before the signing pages of this Contract.
Default Interest Rate	means the contract rate published by the Queensland Law Society as at the date the relevant amount is due for payment.
Development	means the development of the Land for the construction of a residential home.

Home Purchase Contract - Stage 2B

Disclosure Documents	means the documents that accompany this Contract which were given by the Seller to the Buyer before the Buyer entered into this Contract containing, among other things, the documents referred to in clause 11(a).
GST	means the goods and services tax as imposed by the GST Law or any other consumption tax imposed by any law.
GST Amount	means any Payment (or the relevant part of that Payment) multiplied by the appropriate rate of GST at the time the Payment is made.
GST Law	has the meaning given to that term in <i>A New Tax System (Goods and Services Tax) Act 1999</i> (Cth) or, if that Act does not exist for any reason, means any Act imposing or relating to the imposition or administration of a goods and services tax in Australia and any regulation made under that Act.
GST Withholding Amount	means the amount determined in accordance with sections 14-250(6) to 14-250(11) of the TAA.
Initial Disclosure Documents	means the initial disclosure documents (as defined in section 29(2)(a) of the Act) in respect of the Site.
Input Tax	has the same meaning as in the GST Act.
ITAA	means the <i>Income Tax Assessment Act 1936</i> (Cth) (1936 Act) and the <i>Income Tax Assessment Act 1997</i> (Cth) (1997 Act) or, if a specific provision is referred to, the Act which contains the provision, however if a specific provision in the 1936 Act is referred to which has been replaced by a provision in the 1997 Act, the reference must be taken to be the replacement provision.
Land	means the land described as Lot 151 on SP 286722 on title reference 51089983 and where the context requires, includes part of the Land or any lots(s) derived from the Land.
Law	means any law, including statute, subordinate legislation, order of the Court, or other governmental authority guideline or standard.
Manufactured Home	means the manufactured home constructed or to be constructed by the Seller and located on the Site substantially in accordance with the Plans and Specifications, subject to the terms of this Contract and includes any chattels, fittings, finishes and equipment.
Park Owner	means Bullamon Residential Pty Ltd ACN 155 049 004 as trustee for the Bullamon Residential Unit Trust ABN 33 980 257 367.

Home Purchase Contract - Stage 2B

Personal Information	means all personal information (as defined in the Privacy Act) relating to the Buyer, including all personal information set out in this Contract and otherwise disclosed by the Buyer to the Seller whether prior to or after the date of this Contract.
Plans and Specifications	means the plans and specifications for the Manufactured Home contained in Annexure B of this Contract.
Privacy Act	means the <i>Privacy Act 1988</i> (Cth) and any regulations, ancillary rules, guidelines, orders, directives, codes of conduct or other instrument made or issued under the Act, as amended from time to time.
Representations	includes any statements, promises, representations, information, illustrations, models, warranties, agreement, understandings or negotiations, whether express, implied, written or oral.
Schedule of Finishes	means the schedule of finishes set out in Annexure C of this Contract and includes any amendment or substitution to the schedule of finishes made in accordance with this Contract.
Security Interest	means a security interest registered on the Personal Property Securities Register established under the <i>Personal Property Securities Act 2009</i> (Cth).
Settlement	means settlement of the sale and purchase of the Manufactured Home in accordance with this Contract.
Settlement Date	means the date as determined under clause 9.2 of this Contract.
Site	means the proposed site in the Park which is to be the subject of a Site Agreement between the Buyer and the Park Owner as stated in the Contract Details.
Site Agreement	means the Form 2 Site agreement to be entered into under the Act in accordance with clause 8(a) of this Contract.
Site Location Plan	means the plan showing the approximate location of the Site contained in Annexure A of this Contract.
Special Conditions	means the special conditions to this Contract referred to in the Contract Details (if any).
Sunset Date	means (subject to any extensions under clause 7(b)) the day that is one year after the day the Contract was entered into by the Buyer, or if the Buyer requests a later date for Settlement and the Seller agrees to the date, the later date.
Supplementary Disclosure Documents	means the supplementary disclosure documents (as defined in section 29(2)(b) of the Act) in respect of the Site.

Home Purchase Contract - Stage 2B

TAA means the *Taxation Administration Act 1953* (Cth).

1.3 Interpretation

- (a) Reference to:
 - (i) the singular includes the plural and the plural includes the singular;
 - (ii) one gender includes the other gender;
 - (iii) a person includes a company;
 - (iv) a party includes the party's executors, administrators, successors, and permitted assigns; and
 - (v) an item or thing includes the whole and any part of it.
- (b) If a party consists of more than one person, this Contract binds them jointly and each of them individually.
- (c) Reference to statutes includes all statutes amending, consolidating, or replacing them.
- (d) Headings are for convenience only and do not affect the interpretation of this Contract.
- (e) If there is any inconsistency between a provision added to this Contract and the printed provisions, the added provision prevails.
- (f) If anything is required to be done on a day that is not a Business Day in the Place of Settlement, it must be done instead on the next Business Day.
- (g) Despite settlement, any term of this Contract that can take effect after Settlement remains in force.
- (h) If it is held by a Court that:
 - (i) any part of this Contract is void, voidable, illegal or unenforceable; or
 - (ii) this Contract is void, voidable, illegal or unenforceable unless any part of this Contract is severed from this Contract,that part will be severed from this Contract, unless to do so would change the underlying principal commercial purposes of this Contract.
- (i) This Contract is governed by the law of Queensland.
- (j) All references to time mean a time in Brisbane.
- (k) The words include, including, for example, such as and similar expressions are not to be construed as words of limitation.

1.4 Clauses About Time

Time is of the essence of this Contract, including to pay the Deposit and to settle the Contract on the Settlement Date, except regarding any agreement between the parties on a time of day for Settlement.

Home Purchase Contract - Stage 2B

2. Sale of Manufactured Home

In consideration of the Purchase Price, the Buyer agrees to buy and the Seller agrees to sell the Manufactured Home on the terms of this Contract.

3. Deposit

3.1 Payment of Deposit to Deposit Holder

The Buyer must pay the Deposit to the Deposit Holder at the times shown in the Contract Details.

3.2 Deposit Holder's Obligation

The Deposit Holder will hold the Deposit until a party becomes entitled to it.

3.3 Entitlement to Deposit

- (a) The party entitled to receive the Deposit is:
 - (i) the Seller, if the Contract settles;
 - (ii) the Buyer, if the Contract is terminated without default by the Buyer; or
 - (iii) the Seller, if the Contract is terminated owing to the Buyer's default.
- (b) The Deposit Holder is authorised to pay the Deposit to the party that the Deposit Holder believes is entitled to the Deposit under the Contract.
- (c) Each of the Buyer and the Seller releases the Deposit Holder from all liability for any loss or damage suffered or incurred by a party where the Deposit Holder pays the Deposit to a party that the Deposit Holder reasonably believes is entitled to it, and it is subsequently determined that the party who received the Deposit was not entitled to it.

3.4 Investment of Deposit

The parties agree that the Deposit Holder is not required to invest the Deposit and neither party will make any Claim because the Deposit is not invested.

3.5 Rights After Payment of Deposit

If this Contract is terminated, the Buyer has no further Claim once it receives the Deposit, unless the termination is due to the Seller's default.

3.6 Failure to Pay Deposit

The Buyer is in default if it:

- (a) does not pay the Deposit when required;
- (b) pays the Deposit by post-dated or stale cheque; or
- (c) pays the Deposit by cheque which is dishonoured on presentation.

Home Purchase Contract - Stage 2B

4. Construction Obligations

4.1 Construction of the Manufactured Home

- (a) Subject to the other provisions of this Contract, the Seller must ensure the Manufactured Home is constructed in a proper and workmanlike manner by a reputable licensed builder, substantially in accordance with all relevant building Laws.
- (b) The ownership of the Manufactured Home shall pass to the Buyer on Settlement together with (as far as possible) the benefit of any warranties and guarantees held by the Seller in respect of it.
- (c) Where any items listed in the Schedule of Finishes cannot be obtained by the Seller for inclusion in the Manufactured Home, the Seller may substitute alternative items of a similar or higher quality as determined by the Seller.
- (d) Any furniture or other items shown on any floor plan or marketing materials is for illustration purposes only and is not sold to the Buyer under the Contract.

4.2 Seller's Right to Make Changes

- (a) Subject to clause 4.2(b), the Buyer may not make any Claim or rescind or terminate this Contract because of any changes to the design, layout, nature, capacity or standard of construction of the Site or the Manufactured Home.
- (b) The Buyer may rescind this Contract if changes to the Manufactured Home materially affect the Buyer. For the purpose of this subclause, it is agreed the Buyer is not materially affected by:
 - (i) a reduction of less than 5% in the dimensions or area of the Manufactured Home; or
 - (ii) minor changes to the appearance of the interior or exterior of the Manufactured Home.
- (c) The Buyer's right of rescission under clause 4.2(b):
 - (i) is the only right the Buyer has in relation to changes to the Manufactured Home; and
 - (ii) can only be exercised within 14 days from the date the Buyer is notified of the changes to the Manufactured Home, time being of the essence. If the Buyer does not serve a notice of rescission during that 14 day period, the right of rescission lapses immediately.

5. Buyer no right to request variations

The Buyer has no right to require any variations to the construction of the Manufactured Home or anything else.

6. Defects

- (a) The Seller must rectify any defects in the Manufactured Home which are notified within 90 days after Settlement. Such defects must be remedied within a reasonable period after receipt of the notice referred to in this clause.

Home Purchase Contract - Stage 2B

- (b) However, the Seller need not remedy:
 - (i) defects for which there is a manufacturer's or supplier's warranty; or
 - (ii) normal maintenance, damage due to wear and tear or temperature changes, small imperfections, minor shrinkage or minor settlement cracks.
- (c) The Buyer is not entitled to and must not refuse to settle or withhold the Purchase Price or any part of it at Settlement, or make any Claim against the Seller, by reason of any defect in the Manufactured Home. However, the Seller will use reasonable endeavours to rectify defects prior to Settlement.
- (d) The Buyer must give the Seller and the Seller's building contractors and subcontractors reasonable access to the Manufactured Home at no charge to undertake any rectification or repair work required under clause 6(a).

7. Sunset Date

- (a) The Seller must use all reasonable endeavours to complete the Manufactured Home by the Sunset Date.
- (b) Subject to clause 7(e), If the Seller anticipates that the Manufactured Home will not be completed by the Sunset Date, the Seller may notify the Buyer of this before the Sunset Date and that the Seller requires an extension to the Sunset Date not greater than two months within which to complete the Manufactured Home. The Seller may notify the Buyer more than once that the Manufactured Home will not be completed by the Sunset Date, but the total extension period to the Sunset Date must not exceed six months.
- (c) The Buyer must not make any Claim or rescind or terminate this Contract because the Seller requires an extension to the Sunset Date under clause 7(b).
- (d) If after the expiry of the extension of the Sunset Date the Manufactured Home is not complete, either party may by notice to the other rescind this Contract at their own cost and neither party has any further rights against the other.
- (e) The Seller's obligations in this clause are subject to strikes, disputes affecting any trade employed in construction, acts of God, inability to obtain labour, materials or reasonable substitutes, restrictions or controls imposed by any statute, enemy or hostile government action, civil unrest, fire, earthquake, flood, storm or tempest, inclement weather or any other cause beyond the Seller's control whether occurring before or after the date of this Contract.
- (f) The Buyer must not make any Claim or rescind or terminate this Contract because the completion of the Manufactured Home is delayed because of anything referred to in clause 7(e).
- (g) If this Contract is terminated under this clause 7 and the Buyer is not in default of the Contract, the Deposit paid will be returned to the Buyer and neither party will have any Claim against the other.

8. Site Agreement

- (a) The Buyer will sign contemporaneously with this Contract 2 copies of the Site Agreement.
- (b) The Seller will procure that the Site Agreement be signed by the Park Owner contemporaneously with this Contract and one copy of the fully signed Site

Home Purchase Contract - Stage 2B

Agreement will be delivered promptly to the Buyer. The Seller is irrevocably authorised by the Buyer to insert the date on which Settlement is effected as the Site Agreement commencement date in Part 1 Section 4 of the Site Agreement.

- (c) If this Contract is terminated for any reason, the Site Agreement will not commence and will be of no force or effect.

9. Settlement

9.1 Time and Place for Settlement

Settlement must occur on the Settlement Date between the hours of 9 am and 4 pm at the Place of Settlement and at a time nominated by the Seller's lawyer. Failing nomination, settlement will take place at the Seller's lawyer's offices in Brisbane at 4 pm on the Settlement Date.

9.2 Settlement Date

The Settlement Date will be 14 days after written notification from the Seller to the Buyer that the Manufactured Home has been completed in accordance with clause 4.1, together with a Form 21 Final inspection certificate for the Manufactured Home issued in accordance with the *Building Regulation 2006*.

9.3 Pre-Settlement Inspection

The Buyer may make an appointment with the Seller to inspect the Manufactured Home on up to one occasion only prior to Settlement in conjunction with the Seller or its authorised representative at a time nominated by the Seller acting reasonably (which will be any time between the hours of 9 am and 3 pm). The Buyer cannot inspect the Manufactured Home without an appointment.

9.4 Payment of Balance Purchase Price

At Settlement, the Buyer must pay the Balance Purchase Price by bank cheques payable as directed by the Seller.

9.5 Title to the Manufactured Home

At Settlement, title to the Manufactured Home is transferred from the Seller to the Buyer free of all encumbrances.

9.6 Documents etc to be Exchanged at Settlement

In exchange for the payment made under clause 9.4, the Seller must give the Buyer at Settlement:

- (a) vacant possession of the Manufactured Home;
- (b) the Site Agreement, duly executed by the Park Owner and completed in accordance with clause 8(b) of this Contract;
- (c) a release of any Security Interest that is clearly affecting the Manufactured Home;
- (d) a valid tax invoice in respect of the supply of the Manufactured Home if required in accordance with GST Law; and
- (e) keys, codes or devices in the Seller's possession or control for locks and security systems (if any) on the Manufactured Home and to allow access to the Park,

Home Purchase Contract - Stage 2B

unless the Seller directs that these are to be collected from the Seller or a person nominated by the Seller (at a location to be nominated by the Seller) or the Buyer has agreed to receive them in some other way.

9.7 Assignment of Warranties

On Settlement, the Seller assigns to the Buyer the benefit of any manufacturer's or builder's warranties in relation to the Manufactured Home to the extent they are assignable.

9.8 Passing of Risk

Risk in the Manufactured Home passes from the Seller to the Buyer at Settlement.

10. Buyer's Default

10.1 Default

If the Buyer fails to comply with any term of or obligation under this Contract, the Seller may:

- (a) affirm the Contract and sue the Buyer for damages or for specific performance or both;
- (b) terminate the Contract and do all or any of the following:
 - (i) sue the Buyer for damages;
 - (ii) resell the Manufactured Home;
 - (iii) resume possession of the Manufactured Home; and/or
 - (iv) forfeit the Deposit and the Seller may recover from the Buyer as a liquidated debt any part of the Deposit the Buyer has failed to pay; or
- (c) if Settlement has been effected, sue the Buyer for damages or any other equitable remedy available to the Seller.

10.2 Resale

- (a) The Seller may recover from the Buyer as liquidated damages:
 - (i) any deficiency in price on resale; and
 - (ii) the Seller's expenses connected with this Contract, any repossession, any failed attempt to resell and the resale.
- (b) Any profit on resale belongs to the Seller.

10.3 Seller's Damages

- (a) The Seller is entitled to damages for any loss which it suffers as a result of the Buyer's default, including legal costs on a full indemnity basis.
- (b) The Buyer indemnifies and agrees to keep indemnified the Seller against any Claim incurred or suffered by the Seller as a result of the Buyer's default under the Contract.

Home Purchase Contract - Stage 2B

10.4 Interest on Late Payments

Without affecting the Seller's other rights, if any money payable by the Buyer under this Contract is not paid when due (or the Seller agrees to extend the Settlement Date), the Buyer must pay the Seller interest on that money calculated at the Default Interest Rate from the due date for payment until payment is made. Interest is capitalised on the first of each month. The Buyer must pay the interest at Settlement. The Seller may recover that interest from the Buyer as liquidated damages.

11. Statutory Notices and Acknowledgements

The Buyer acknowledges and accepts that:

- (a) the Park Owner has given to the Buyer the following documents:
 - (i) the Initial Disclosure Documents for the Site at least 21 days before entering into the Site Agreement; and
 - (ii) the Supplementary Disclosure Documents for the Site and two copies of the Site Agreement at least 14 days before entering into the Site Agreement,unless the Buyer has (in accordance with section 29A of the Act) waived the right to be given the Initial Disclosure Documents and the Supplementary Disclosure Documents in the periods referred to in this clause, in which case the Buyer acknowledges and agrees that the Park Owner has given to the Buyer the Initial Disclosure Documents and the Supplementary Disclosure Documents at least seven days before entering into the Site Agreement;
- (b) the Buyer has read this Contract and the documents referred to in clause 11(a) (or has been given an opportunity to do so) and has taken (or was given the opportunity to take) legal advice and any other advice the Buyer considered appropriate about this Contract and the Disclosure Documents before entering into this Contract;
- (c) the Buyer will not object, delay Settlement, withhold any part of the Purchase Price or make any Claim against the Seller or terminate this Contract as a result of the content, or any deficiency, in the Disclosure Statement or in relation to the matters referred to in this clause 11;
- (d) the Buyer was given an effective opportunity to negotiate the terms of the Contract before entering into the Contract and has either negotiated those terms, or elected not to negotiate the terms; and
- (e) the Buyer agrees the terms of the Contract are reasonable and balanced as between the rights and obligations of the Buyer and the Seller.

12. Privacy

- (a) The Buyer consents to:
 - (i) the collection of the Personal Information;
 - (ii) the use and disclosure by the Seller of the Personal Information for the purposes of enabling the Seller to comply with its obligations under, associated with and arising in connection with this Contract, including any obligations to any third parties such as the Seller's financier;

Home Purchase Contract - Stage 2B

- (iii) the disclosure to, and use by, third party contractors and service providers engaged by the Seller of the Personal Information for the purpose of:
 - (A) enabling the Seller to comply with and fulfil its obligations under or arising pursuant to or in connection with this Contract;
 - (B) the Seller exercising any right under this Contract;
 - (C) procuring the provision to the Buyer of the products and services contemplated by this Contract;
 - (D) providing the Buyer with information relating to future activities of the Seller; and
 - (E) undertaking research in connection with this Contract and any future activities of the Seller;
 - (iv) the disclosure of Personal Information to related companies and other organisations with which the Seller is affiliated which may use and disclose Personal Information for marketing purposes;
 - (v) the disclosure of Personal Information to other third parties including professional advisers, printing houses, insurers and marketing agents; and
 - (vi) the use and disclosure by the Seller of the Personal Information for the purposes of enabling the Seller to enforce its rights under the Contract.
- (b) The Buyer acknowledges:
- (i) the Personal Information is held by the Seller subject to the requirements of the Privacy Act; and
 - (ii) in accordance with the requirements of the Privacy Act, the Buyer may request access to the Personal Information and request that it be corrected at any time by contacting the Seller.

13. Mandatory Disclosure

- (a) The Manufactured Home is intended to be a "domestic" residence for the purposes of the *Electrical Safety Regulation 2002* (Qld). The Seller gives notice to the Buyer that an approved safety switch has been installed, or will be installed, before Settlement of this Contract, for the general purpose socket outlet, in the Manufactured Home.
- (b) The Manufactured Home is intended to be a "domestic dwelling" on "residential land" for the purposes of the *Fire and Emergency Services Act 1990* (Qld). The Seller gives notice to the Buyer that a smoke alarm or smoke alarms complying with the *Fire and Emergency Services Act 1990* (Qld) have been installed, or will be installed, in the Manufactured Home before Settlement of this Contract.

14. GST

14.1 Purchase Price Inclusive of GST

The parties agree that the Purchase Price is inclusive of GST.

Home Purchase Contract - Stage 2B

14.2 GST Withholding Amount

- (a) If Subdivision 14-E of the TAA applies to the sale of the Manufactured Home, the Seller must give the Buyer a written notice that complies with section 14-255(1) of the TAA before Settlement.
- (b) If the Buyer is required to make a payment to the Commissioner under section 14-250 of the TAA, the Buyer must:
 - (i) on or before Settlement, as a precondition to the Seller's obligation to transfer title in the Manufactured Home to the Buyer, give the Seller a bank cheque for the GST Withholding Amount that is payable to the Commissioner; and
 - (ii) give the Commissioner a notice in accordance with section 16-150(2) of the TAA.
- (c) The Buyer must give evidence to the Seller that it has complied with clause 14.2(b)(ii) at or before Settlement.
- (d) After Settlement, the Seller will give the Commissioner the bank cheque received under clause 14.2(b)(i).
- (e) Clause 10 applies if the Buyer fails to comply with this clause 14.2.

15. General

15.1 Stamp Duty and Costs

The Seller and Buyer must each pay their own costs relating to this Contract. However, the Buyer must pay all stamp duty (if applicable) on this Contract.

15.2 Electronic Transactions Act

The Buyer and the Seller give their consent to one another for information and documentation being given by electronic communication in accordance with sections 11 and 12 of the *Electronic Transactions (Queensland) Act 2001* (Qld).

15.3 Notices

- (a) Notices are effectively given if:
 - (i) delivered or posted to the other party or its lawyer;
 - (ii) sent to the facsimile number of the other party or its lawyer; or
 - (iii) sent to the email address of the other party or its lawyer.
- (b) Posted notices will be treated as given three Business Days after posting.
- (c) Notices sent by facsimile will be treated as given when the sender obtains a clear transmission report.
- (d) Notices sent by email will be taken to have been received at the time it is sent except where the Sender's email receives a system generated report within 24 hours after dispatching the notice indicating that the notice may not have been received by the intended recipient.

Home Purchase Contract - Stage 2B

- (e) Notices by a party's lawyer to the other party or its lawyer (for example, varying the Settlement Date) will be treated as given with the first party's authority.

15.4 Counterparts

This Contract may be entered into by, and becomes binding upon, one party signing the Contract that has been signed by the other party (or a photocopy, facsimile or email copy of it) and transmitting a facsimile or email copy of it to the other party or to the other party's agent or lawyer.

15.5 Variation to Contract

A variation to this Contract is not effective unless it is in writing and signed by both parties or their lawyers.

15.6 Waiver

No failure, delay, relaxation or indulgence on the part of a party in exercising any right, power, privilege or remedy in connection with this Contract, operates as a waiver of that right, power, privilege or remedy, nor does any single or partial exercise of any right, power, privilege or remedy preclude any other or further exercise of that or any other right, power, privilege or remedy. A waiver is not valid or binding on the party granting that waiver unless in writing and duly signed on behalf of that party.

15.7 Further Steps

Each party agrees to do all things and sign all agreements, deeds, instruments, transfers and other documents necessary or desirable to give full effect to the provisions of this Contract and any transactions contemplated by it.

15.8 Death or Insolvency of Buyer

If, before Settlement of this Contract, the Buyer, being a natural person:

- (a) dies;
- (b) becomes bankrupt or enters into a scheme of arrangement, composition or assignment with or in favour of his creditors;
- (c) in the opinion of the Seller (acting reasonably) is unable to pay his or her debts;
- (d) is sentenced to imprisonment for a term exceeding one month; or
- (e) is committed to a psychiatric hospital or, in the opinion of the Seller (acting reasonably), becomes of unsound mind,

then the Seller may terminate this Contract by notice, in which case this Contract will be at end and the Deposit shall be forfeited to the Seller (except where this Contract is terminated under clause 15.8(a) in which event the Deposit will be fully refunded). For the purposes of this clause, **Buyer** includes any of the persons that comprise the Buyer.

15.9 Assignment of Interest

Despite anything else in this Contract, the Buyer must not assign its interest in this Contract before Settlement without obtaining the Seller's prior written consent (which may be withheld in its absolute discretion or given subject to conditions that the Seller decides in its absolute discretion).

Home Purchase Contract - Stage 2B

15.10 Buyer Acknowledgement/ Entire Contract/ No Representations

The Buyer acknowledges and agrees that:

- (a) no Representations of the Agent or the Seller were supplied or made to the Buyer with the intention or knowledge that they would be relied upon by the Buyer;
- (b) no Representations have in fact been relied upon by the Buyer, unless they are specifically contained in this Contract or the Disclosure Documents;
- (c) without limitation, no Representations have been given that the Manufactured Home is, or will remain, fit, suitable or adequate for all or any of the purposes the Buyer wishes to use the Manufactured Home for;
- (d) to the maximum extent permitted by law, all Representations or provisions implied by law relating to fitness, suitability or adequacy of the Manufactured Home do not apply to this Contract;
- (e) all of the clauses or Contract terms contained in this Contract are necessary to protect the legitimate interests of the business of the Seller;
- (f) none of the clauses or Contract terms constitute unfair contract terms for the purposes of the *Competition and Consumer Act 2010* (Cth);
- (g) the terms of this Contract (and the relevant parts of the Disclosure Statement) are the entire agreement between the Buyer and the Seller; and
- (h) brochures, models and other material describing or advertising the Lot and the Development are indicative only are not to be relied upon,

and the Buyer will not object, or make any Claim against the Seller, or delay Settlement, refuse to settle or terminate this Contract because of any of the matters referred to in this clause 15.10.

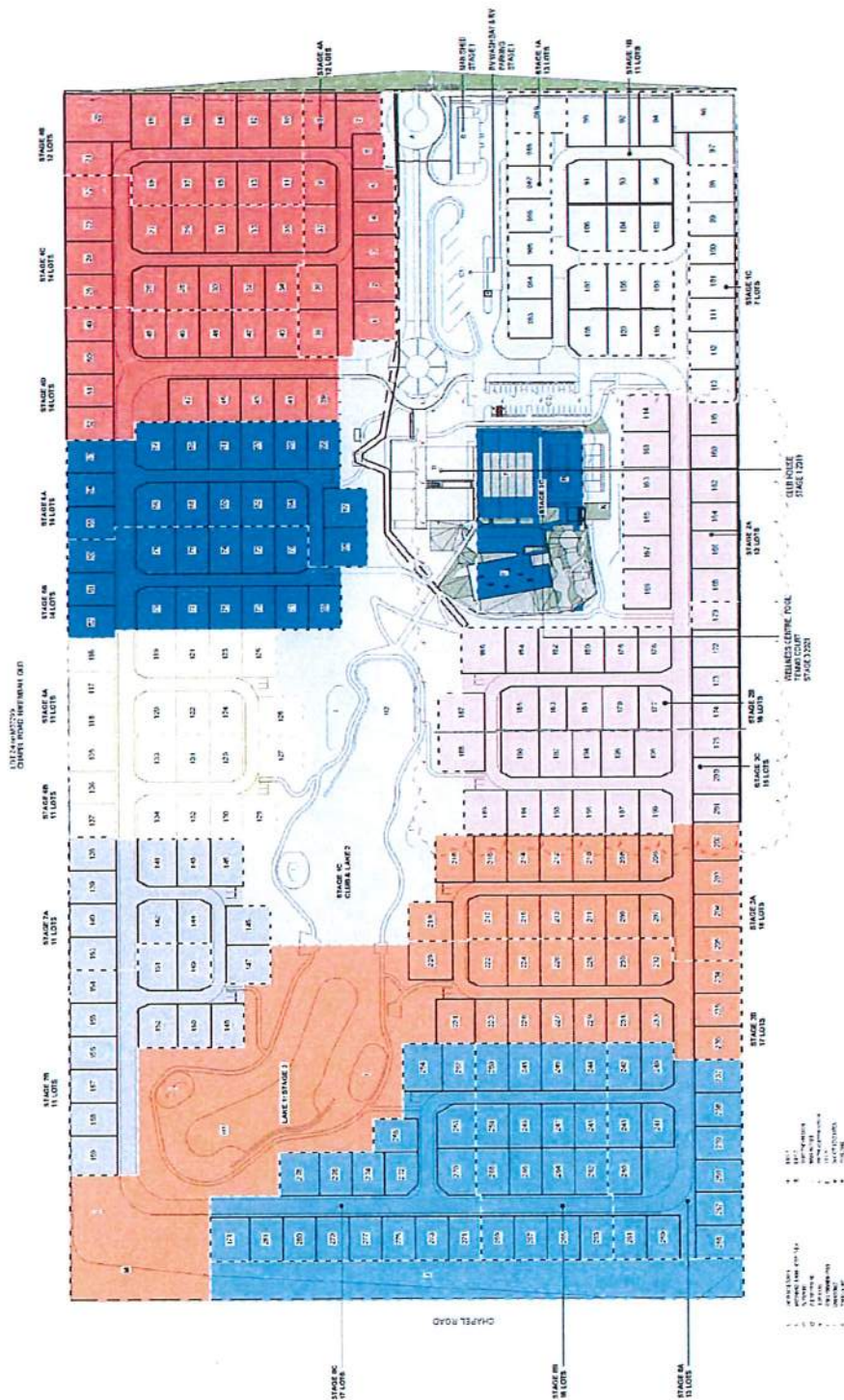
15.11 No merger

Any intermediate term or condition or part of a condition to which effect is not given by the Settlement Date and which is capable of taking effect afterwards remains in full force and effect.

16. Special conditions

This Contract is subject to the Special Conditions (if any) contained in the Contract Details. If there is any inconsistency between the Special Conditions contained in the Contract Details and the balance provisions of this Contract, the Special Conditions prevail to the extent of the inconsistency.

Annexure A Site Location Plan



CONSTRUCTION ISSUE

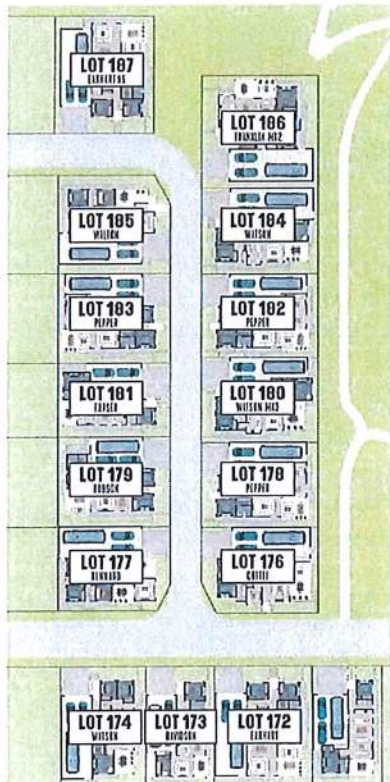
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Home Purchase Contract - Stage 2B

LATITUDE25 ENTERTAINERS RELEASE

Stage 2B

THE
PERFECT MIX
OF HOME
AND LIFESTYLE



EARHART LOT 172

3 2 RV+2

ROBSON LOT 179

3 2 RV+2

DAVIDSON LOT 173

2+ 2 RV+2

WATSON MK3 LOT 180

3 2 RV+2

WATSON LOTS 174, 184

3 2 RV+2

FRASER LOT 181

2 2 RV+2

COTTEE LOT 176

2+ 2 RV+2

WALTON LOT 185

2+ 2 RV+2

KENHARD LOT 177

2+ 2 RV+2

FRANKLIN MK2 LOT 186

3 2 RV+2

PEPPER LOTS 170, 182, 183

2+ 2 RV+2

EARHART 95 LOT 187

3 2 RV+2

MFR = Multi Purpose Room

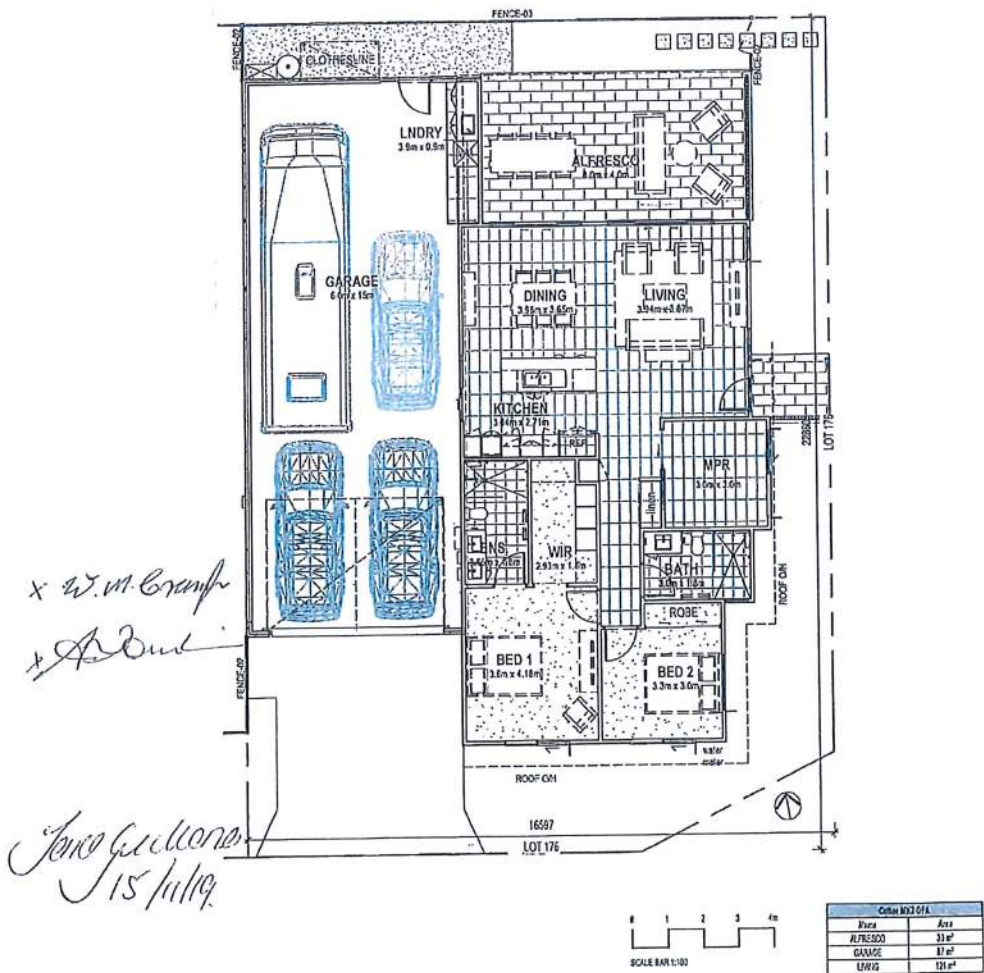
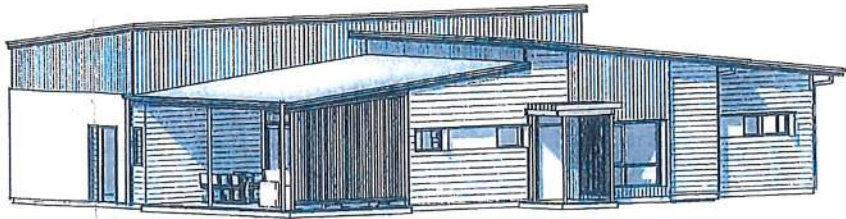
This is an indicative master plan and may vary pending all relevant approvals. The information on the master plan is believed to be correct but is not guaranteed information about the services and facilities provided in the community is correct at the time of printing but may change as the needs of residents change. The information contained in this publication has been prepared in good faith and with due care and whilst every effort has been made to provide accurate and complete information, Latitude25 gives no warranty concerning the accuracy of the material or information displayed in this publication. Any dimensions and specifications are subject to change without notice and prospective purchasers should make their own inquiries. Nikenbah Construction Pty Ltd trading as Latitude25 November 2019

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ADDRESS 1 Latitude Boulevard, Nikenbah QLD 4655 (off Madsen Road)
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RV Lifestyle Community

Home Purchase Contract - Stage 2B

Annexure B Plans and Specifications



LOT 176 - COTTEE MK2

1:100 @A3

DISCLAIMER:

- All measurements are approximate and should not be relied upon.
- Drawn for marketing purposes only.
- The plans are subject to minor change and amendment.

GENERAL NOTES:

- Internal room dimensions are clear internal dimensions.
- Overall areas are based on Gross Floor Area (GFA) measured to external wall and incorporate wall thickness.
- Internal bedroom dimensions do not include robes

Latitude 25
RV Lifestyle Community
at HETTEREY DRY



Home Purchase Contract - Stage 2B

Annexure C Schedule of Finishes

LATITUDE25

Inclusions & Finishes

THE
PERFECT MIX
OF HOME
AND LIFESTYLE

EXTERNAL / STRUCTURAL

- ▶ Architecturally designed energy rated efficient homes
- ▶ Steel frame
- ▶ 6.5 year structural warranty
- ▶ Termite treatment as per building code
- ▶ Rendered and painted lightweight cladding (various cladding features)
- ▶ Powder coated aluminium framed windows and external sliding doors
- ▶ Insect screens to operable windows and sliding doors
- ▶ Concrete pathways straight to front door, as a minimum
- ▶ Aluminium framed entry door with feature side light windows
- ▶ Grey glass windows
- ▶ Professionally maintained, landscaped and irrigated front gardens
- ▶ Folding clothesline
- ▶ Front and rear garden tap
- ▶ Energy efficient hot water unit
- ▶ Colourbond roof

KITCHEN

- ▶ European stainless steel appliances including:
 - Built-in oven
 - Ceramic cooktop with 4 zones
 - Dishwasher
 - Slide out range hood, externally ducted
- ▶ 20mm stone benchtop
- ▶ Laminated, soft close cupboards and drawers with bulkhead to ceiling
- ▶ Stainless steel double bowl sink with mixer tap
- ▶ Feature tile splash back behind cooktop
- ▶ Refrigerator water access point
- ▶ Pantry with adjustable shelving
- ▶ Garbage and recycling bins underneath sink

INTERNAL LIVING AREAS

- ▶ Quality floor tiles to all living and wet areas
- ▶ 9 foot ceilings (2.7m) in main living areas and bedrooms
- ▶ Linen / broom storage cupboards
- ▶ Ceiling fan
- ▶ Recessed LED lights throughout
- ▶ Double power points
- ▶ TV / data outlet to living & MPR
- ▶ Timber skirting and architraves
- ▶ 75mm cove cornice to bedrooms and garage and square set to living areas



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RV Lifestyle Community

Home Purchase Contract - Stage 2B

BATHROOMS / ENSUITE

- ▶ 20mm stone top to vanities
- ▶ Semi-frameless glass shower screen with hand-shower on rail
- ▶ Walk in shower with smart tile waste
- ▶ Floor to ceiling tiles
- ▶ Polished edge mirror extending to full length of vanity
- ▶ Basin mixer tap
- ▶ Timber grain finish vanity cupboard with soft close hardware
- ▶ Toilet seat with soft close lid and seat
- ▶ Light, heater combo and exhaust fan, externally vented
- ▶ Double towel rails

BEDROOMS

- ▶ Heavy-duty, stainless, 6-star rated carpet as per internal colour selection choice
- ▶ Walk in or built in robes with ventilated shelving, basket sets and hanging rods
- ▶ Ceiling fans in all bedrooms
- ▶ TV / data points to the master bedroom

LAUNDRY

- ▶ Laminate bench and cabinets
- ▶ Stainless steel drop in laundry tub
- ▶ Sink mixer tap
- ▶ Floor tiles and tiled splash back
- ▶ Drainage access for washing machine and outlet hose

ALFRESCO

- ▶ Sliding doors to alfresco
- ▶ Floor tiles
- ▶ Ceiling fan
- ▶ LED recessed downlights
- ▶ Waterproof power outlet

GARAGE / DRIVEWAY

- ▶ 15-amp power installed
- ▶ 3300-3600mm garage door height
- ▶ Remote control panel lift garage door
- ▶ Direct internal access to home
- ▶ Car Space length driveway
- ▶ Epoxy finish to garage floor
- ▶ LED downlights in garage

TECHNOLOGY / SERVICES

- ▶ High quality, energy efficient, ducted, reverse-cycle air conditioning
- ▶ Integrated phone, front gate and security intercom system
- ▶ Hard wired interconnected smoke detectors with battery back-up
- ▶ NBN ready, with data points throughout home
- ▶ Fibre optic cable to home
- ▶ Pre-wired Foxtel connection point
- ▶ Electricity and water services individually metered and connected
- ▶ Latitude25 travellers high speed internet with 1 month free trial

OTHER OPTIONAL EXTRAS (QUOTE AVAILABLE UPON REQUEST)

- ▶ Floor tiles in bedrooms in lieu of carpet
- ▶ Security screens
- ▶ 3.5kW Solahart solar system with 345W panels & ABB inverter
- ▶ Kitchen appliance upgrades
- ▶ 2PAC cabinetry
- ▶ Stone benchtops to laundry and walk in pantry

* Builder may substitute specified items with similar or equivalent products in its discretion
* Standard inclusions may vary depending on home design and internal scheme
* MPR: Multi-purpose room
* Correct at time of printing as at 05/11/19



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Latitude 25
RV Lifestyle Community

PRACTICAL TASK

#1 - Variation

Latitude 25
RV Lifestyle Community
at HERVEY BAY

VARIATION REQUEST FORM

SELLER: Latitude25 Hervey Bay

BUYER : [REDACTED]DATE: 09/03/20

LOT NO: 176

SITE ADDRESS: 49/1 Latitude Boulevard, Nikenbah QLD 4655.....

DETAILS OF WORK VARIATION (\$)

ADDITION/DEDUCTION

1. In kitchen, all cupboard and drawer fronts to be as per internal colour scheme 2. Purchaser to supply own door knobs and handles, builder to install. Handles installed to drawers only, door knobs to cupboards only, installed as per clients diagram dated 17/02/20 Credit for door knobs	\$0.00
2. In kitchen, purchaser to supply 3 pendant lights over bench as per purchasers diagram dated 03/12/19. - builder to provide power and switch - builder to install pendant lights - at purchasers cost	-\$99.75
3. In kitchen, remove middle and RHS downlights (facing into dining room over bench), keep LHS downlight only Credit for downlights	\$82.50
4. In kitchen, install additional double GPO to opposite end of splashback where other GPO's are installed - at purchaser's cost	-\$45.97
5. In kitchen, purchaser to supply, builder to install Bosch Induction Cooktop Series 6, 60 cm, model no: PVS675FB5E, in lieu of standard cooktop (size of cut out for stone as per clients diagram dated 28/02/20) Credit purchaser for standard cooktop	\$104.50
6. In living room, move 1 x double GPO point, data point, pay TV and TV point to 1300 mm FFFL, the remaining double GPO to be at 300 mm FFFL	-\$528.82
7. In Bed 1, data, pay TV, TV & double GPO outlets to be at 300 mm FFFL	\$0.00
8. In Bed 1, in walk-in robe, install swing door, door to swing onto ensuite wall - at purchasers cost	\$0.00
9. In dining area - install ceiling fan centred between kitchen bench & alfresco wall - at purchasers cost	\$286.00
10. In laundry, extend benchtop for front loader washing machine & extend tiling to meet up with wall - at purchasers cost	\$426.69
11. In laundry, move power point for washing machine to now be 300 FFL to accommodate front loader washing machine	\$234.30
12. In laundry, install additional double GPO to above tiles where washing machine is located - at purchaser's cost	\$0.00
13. At entrance, supply and install 'Crimsafe' triple lock security screen door to front door. Size: 2040 mm H x 920 mm W - at purchaser's cost	\$104.50
14. In garage, supply and install 'Crimsafe' triple lock security screen door to rear of garage. Size: 2040 mm H x 870 mm W - at purchaser's cost Credit for standard screen door	\$1,072.50
15. In garage, install standard door without incorporated louvre glass panel Credit for standard door with glass louvre	\$1,024.10
16. Install 3.45 KW solar system - at purchasers cost	-\$289.80
17. In garage at rear, change door to swing to the left as per purchasers diagram dated 3/12/19	\$419.97
18. In garage, install additional 2 x windows as per standard garage louvre windows, as per diagram dated 09/03/20 - at purchaser's cost. Window sill height to be 1070mm, header height to be 2100 mm (same as door height), allowing a distance of 700 to 800 mm between door and window	-\$869.36
19. In garage on back wall, 1 x double GPO to be at 1050 mm FFFL, as per purchasers diagram dated 3/12/19 - at purchasers cost	\$3,862.10
	\$0.00
	\$437.80
	\$104.50

Latitude 25

RV Lifestyle Community
at HERVEY BAY

20. On outside of rear garage wall, install 1 x waterproof double GPO at 1050 mm FFFL as per purchasers diagram dated 3/12/19, (position to be directly behind GPO mentioned in variation item 19) – at purchasers cost	\$126.50
21. In garage, relocate existing 15 amp outlet to 700 FFFL as per purchasers diagram dated 3/12/19	\$0.00
22. In garage, install additional 15 amp outlet approx. 4m on LHS garage wall from rear garage wall, 300 mm FFFL as per diagram dated 3/12/19 – at purchaser's cost	\$104.50
23. Internal colour scheme #1 chosen by purchaser, excluding kitchen cabinetry (as per variation item 1). Kitchen splashback and stone benchtops to be internal colour scheme #1	\$0.00
24. In main bathroom and ensuite, vanity fronts to be as per internal colour scheme 1: "Impressions Oyster Linea 289 Nuance Finish"	\$0.00
25. In bedroom 1, 2 and MPR, wardrobes and WIR, install tiles in lieu of carpet – at purchasers cost Credit for carpet	\$4,517.39 -\$1,877.11
26. Purchaser has requested same external colour scheme as per Lot 106, Stage 1B has been finished in if possible	\$0.00
27. At rear of garage wall where outside tap is located, conduit required from tap to under concrete path to garden area – at sellers cost – refer to diagram dated 30/01/2020 from S. Hensler	\$0.00
28. Install Mitsubishi Ducted Air Conditioning system: Indoor Unit Model No: PEA-M125HAA, Outdoor Unit Model No: PUZ-ZM125VKA-A, Mitsubishi Controller Model No: PAC-ZC80L in lieu of standard ducted air conditioning system – at purchasers cost Credit for standard ducted air conditioning system	\$10,192.13 -\$7,800.00 \$392.50
29. Administration and design fee	\$11,981.67
TOTAL PRICE (EX. GST) PAID BY PURCHASER	\$1,198.16
GST (PAID BY PURCHASER)	\$13,179.83
TOTAL PRICE (INCLUSIVE OF GST) PAID BY PURCHASER	

The Buyer accepts and agrees to pay the additional cost for the variation(s) noted above, such cost to be paid on Completion of the Agreement for Sale of the Manufactured Home for the above property.

If the Buyer does not complete the Agreement for any reason whatsoever, and any of the work for the variation(s) has been completed, the Buyer must pay immediately to the Seller the agreed amount to reimburse the Seller for the additional cost and expenses incurred by the Seller in varying the original finishes and layout to the finishes and layout requested by the Buyer.

SIGNED BY THE BUYER(S):

DATE: 11.03.2020

SIGNED BY THE SELLER:

Development Manager

DATE: 9-3-2020

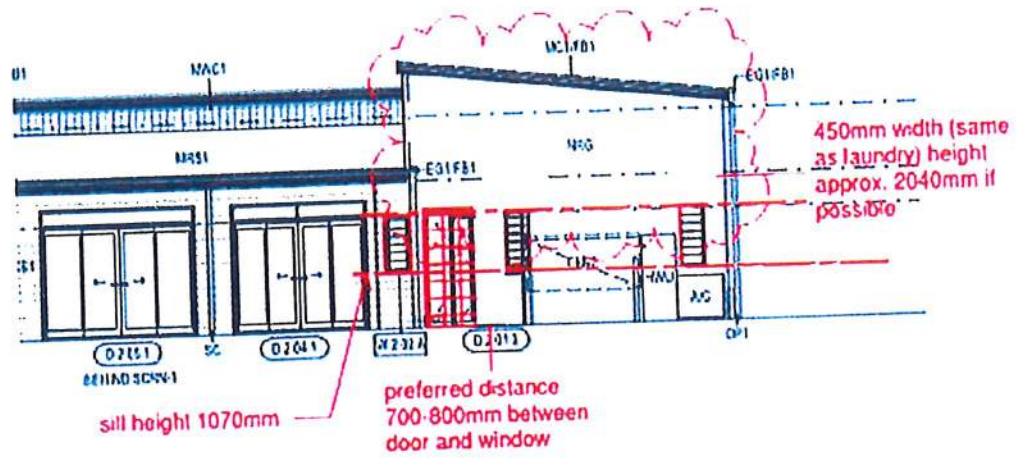
OFFICE USE ONLY

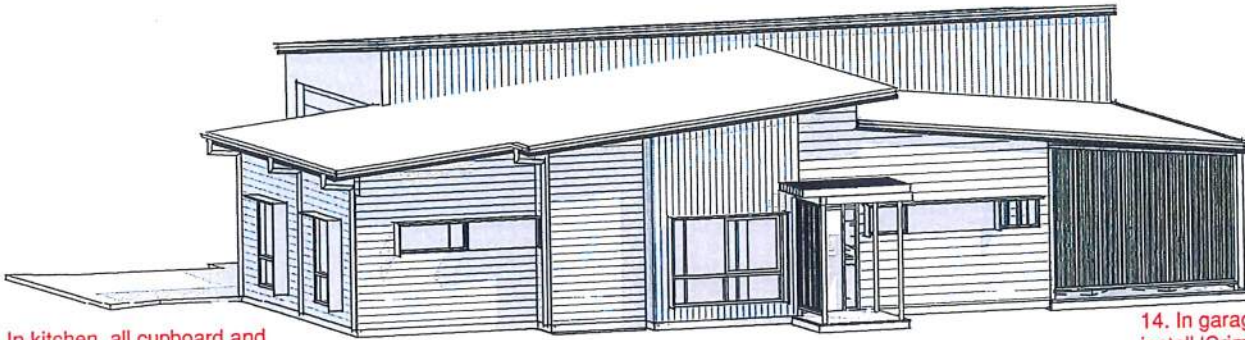
Copy to buyer: Date: 11/3/2020

Date Forwarded to Development Manager: 9/3/2020

Date of acceptance by buyer: 11/3/2020 Date forwarded to Seller's Solicitor: 11/3/2020

Lot 176 ~~variation~~ variation to garage 09/03/20





1. In kitchen, all cupboard and drawer fronts to be as per internal colour scheme 2. Purchaser to supply own door knobs and handles, builder to install. Handles installed to drawers only, door knobs to cupboards only, installed as per clients diagram dated 17/02/20
Credit for standard door knobs

2. In kitchen, purchaser to supply 3 pendant lights over bench as per purchasers diagram dated 03/12/19. - builder to provide power and switch - builder to install pendant lights - at purchasers cost

3. In kitchen, remove middle and RHS downlights (facing into dining room over bench), keep LHS downlight only
Credit for downlights

4. In kitchen, install additional double GPO to opposite end of splashback where other GPO's are installed - at purchaser's cost

5. In kitchen, purchaser to supply, builder to install Bosch Induction Cooktop Series 6, 60 cm, model no: PVS675FB5E, in lieu of standard cooktop (size of cut out for stone as per clients diagram dated 28/02/20)
Credit purchaser for standard cooktop

6. In living room, move 1 x double GPO point, data point, pay TV and TV point to 1300 mm FFFL, the remaining double GPO to be at 300 mm FFFL

7. In Bed 1, data, pay TV, TV & double GPO outlets to be at 300 mm FFFL

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Credit for standard screen door

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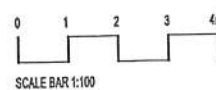
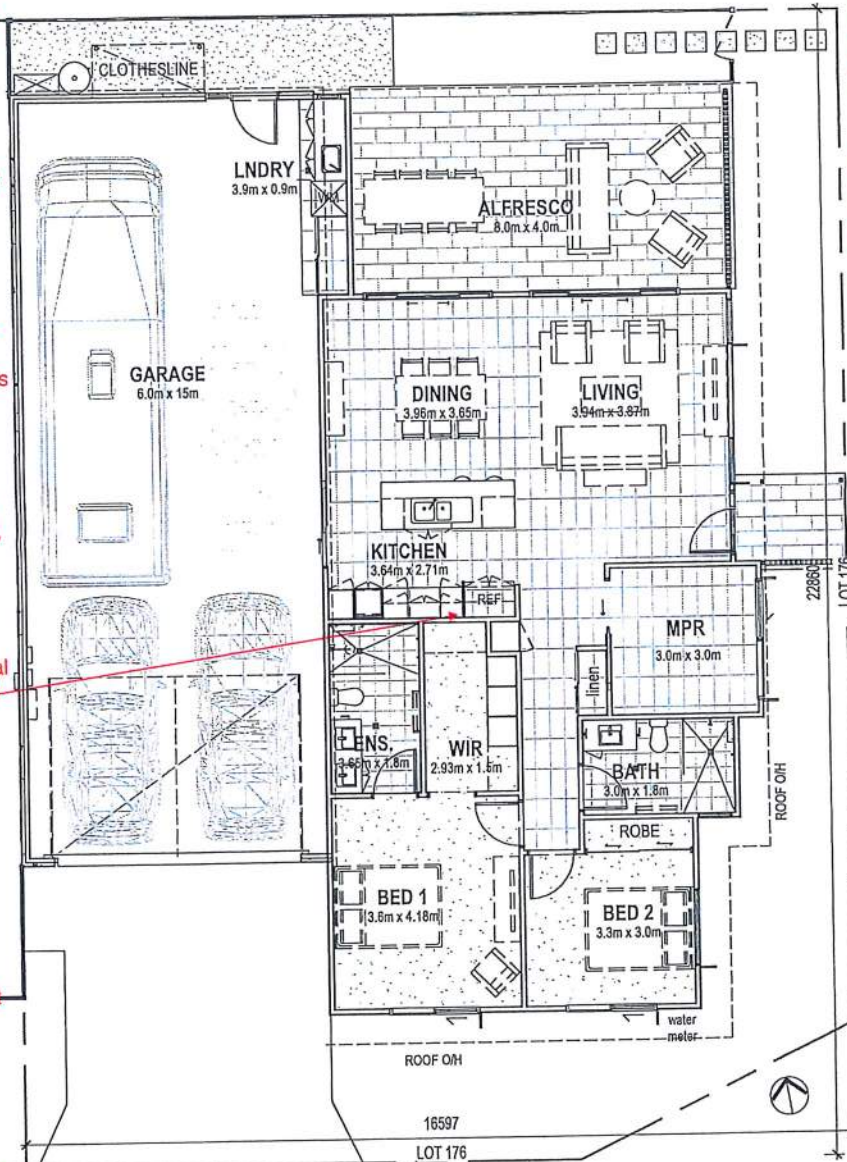
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11. In laundry, move power point for washing machine to now be 300 FFL to accommodate front loader washing machine

10. In laundry, extend benchtop for front loader washing machine & extend tiling to meet up with wall - at purchasers cost.

9. In dining area - install ceiling fan centred between kitchen bench & alfresco wall - at purchasers cost

8. In Bed 1, in walk-in robe, install swing door, door to swing onto ensuite wall - at purchaser's cost



Cottee MK2 GFA	
Name	Area
ALFRESCO	33 m²
GARAGE	87 m²
LIVING	121 m²

LOT 176 - COTTEE MK2

1:100 @A3

DISCLAIMER:

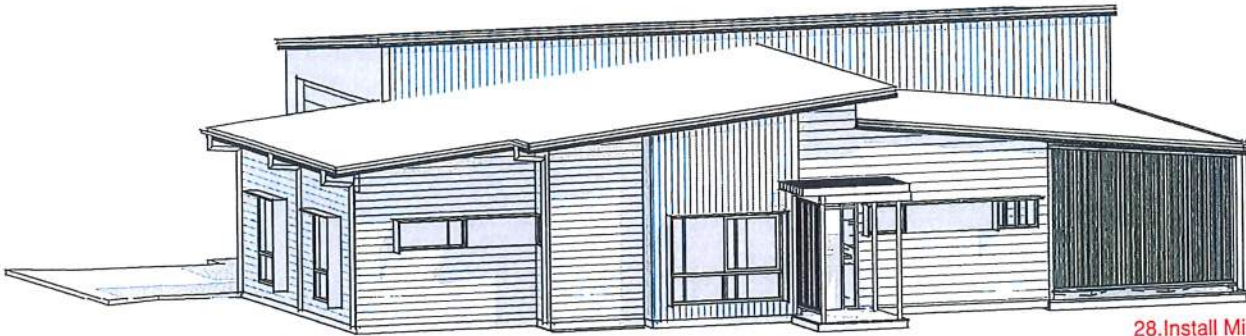
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- Overall areas are based on Gross Floor Area (GFA) measured to external wall and incorporate wall thickness.
- Internal bedroom dimensions do not include robes

Latitude 25
RV Lifestyle Community
at HERVEY BAY





15. In garage, install standard door without incorporated louvre glass panel Credit for standard door with glass louvre

16. Install 3.45 KW solar system – at purchasers cost

17. In garage at rear, change door to swing to the left as per purchasers diagram dated 3/12/19

18. In garage, install additional 2 x windows as per standard garage louvre windows per diagram dated 09/03/20 - at purchaser's cost. Window sill height to be 1070mm, header height to be 2100 mm (same as door height), allowing a distance of 700 to 800 mm between door and window

19. In garage on back wall, 1 x double GPO to be at 1050 mm FFFL, as per purchasers diagram dated 3/12/19 – at purchasers cost

20. On outside of rear garage wall, install 1 x waterproof double GPO at 1050 mm FFFL as per purchasers diagram dated 3/12/19, (position to be directly behind GPO mentioned in variation item 19) – at purchasers cost

21. In garage, relocate existing 15 amp outlet to 700 FFFL as per purchasers diagram dated 3/12/19

22. In garage, install additional 15 amp outlet approx. 4m on LHS garage wall from rear garage wall, 300 mm FFFL as per diagram dated 3/12/19 - at purchaser's cost

28. Install Mitsubishi Ducted Air Conditioning system: Indoor Unit Model No: PEA-M125HAA, Outdoor Unit Model No: PUZ-ZM125VKA-A Mitsubishi Controller Model No: PAC-ZC80L in lieu of standard ducted air conditioning system – at purchasers cost Credit for standard ducted air conditioning system

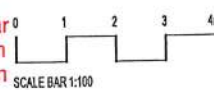
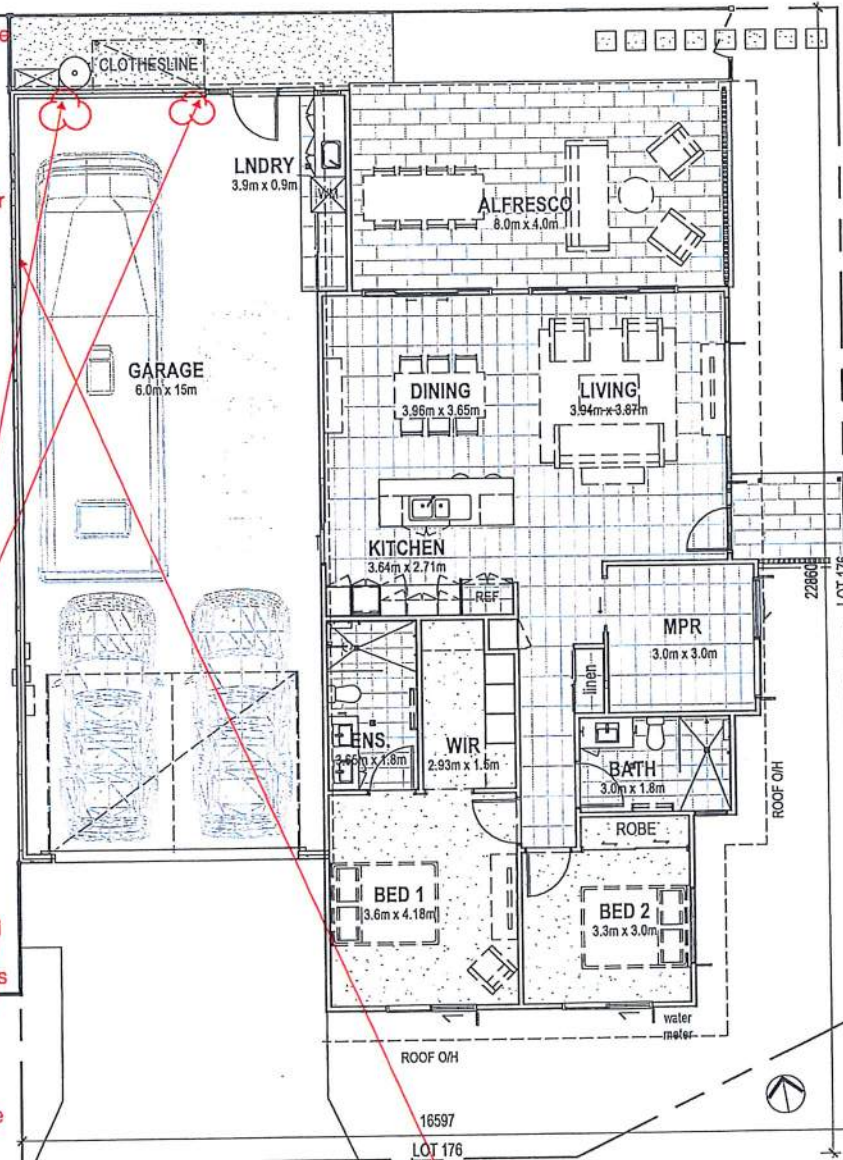
27. At rear of garage wall where outside tap is located, conduit required from tap to under concrete path to garden area – at sellers cost – refer to diagram dated 30/01/2020 from S. Hensler

26. Purchaser has requested same external colour scheme as per Lot 106, Stage 1B has been finished in if possible

25. In bedroom 1, 2 and MPR, wardrobes and WIR, install tiles in lieu of carpet – at purchasers cost Credit for carpet

24. In main bathroom and ensuite, vanity fronts to be as per internal colour scheme 1: "Impressions Oyster Linea 289 Nuance Finish"

23. Internal colour scheme #1 chosen by purchaser, excluding kitchen cabinetry (as per variation item 1). Kitchen splashback and stone benchtops to be internal colour scheme #1



Cottee MK2 GFA		
Name		Area
ALFRESCO		33 m²
GARAGE		87 m²
LIVING		121 m²

LOT 176 - COTTEE MK2

1:100 @A3

DISCLAIMER:

- All measurements are approximate and should not be relied upon.
- Drawn for marketing purposes only.
- The plans are subject to minor change and amendment.

GENERAL NOTES:

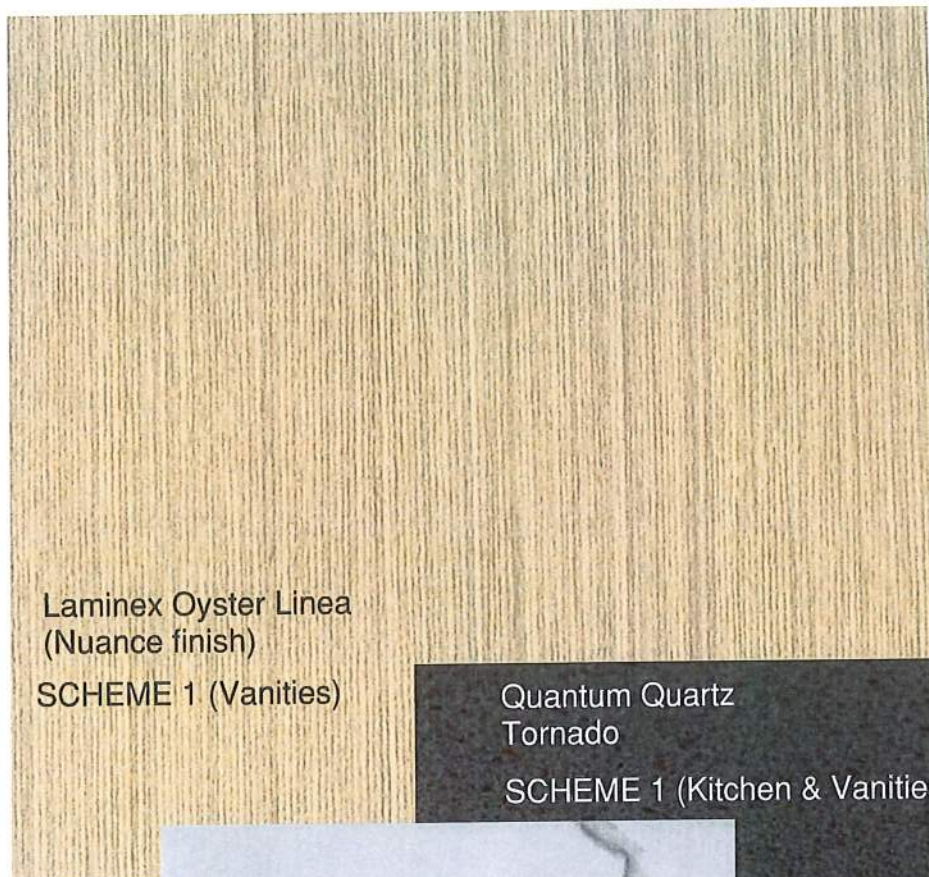
- Internal room dimensions are clear internal dimensions.
- Overall areas are based on Gross Floor Area (GFA) measured to external wall and incorporate wall thickness.
- Internal bedroom dimensions do not include robes

Latitude 25
RV Lifestyle Community
at HERVEY BAY



LOT 176 ~~CRUM~~ (Ext sch 3 / Int sch 2)

Internal Scheme 2 (kitchen cabinetry faces only)
Internal Scheme 1 throughout balance of home



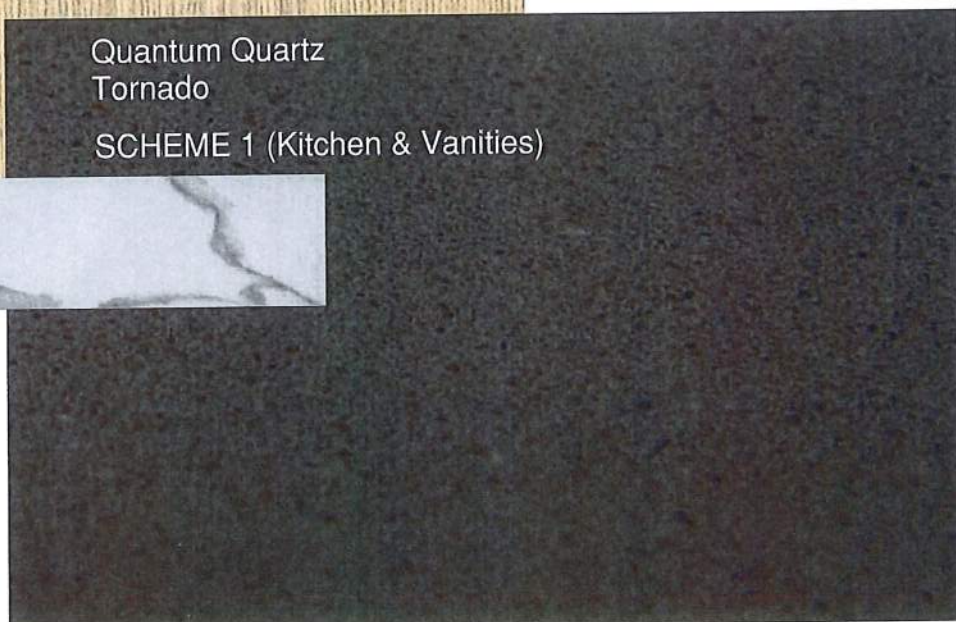
Laminex Oyster Linea
(Nuance finish)

SCHEME 1 (Vanities)

SCHEME 2
(kitchen cabinets only)

Quantum Quartz
Tornado

SCHEME 1 (Kitchen & Vanities)



Kylie Waldock

From: Kylie Waldock
Sent: Monday, 10 August 2020 2:02 PM
To: Jane Giuliano
Subject: Lot 176 [REDACTED] - handles and knobs placement - 07.08.20.pdf
Attachments: Lot 176 [REDACTED] - handles and knobs placement - 07.08.20.pdf

PRACTICAL TASK #1 -
RFI example

Hi Jane,

Please send the attached on to Bill for confirmation of placement before I send to PBS.

Email verification by Bill is fine.

Thanks, Kylie

PRACTICAL TASK
#2 - contract

AS 4902—2000¹

Annexures to the Amended AS 4902-2000 General conditions of contract

Amended General Conditions of Contract

Formal Instrument of Agreement

Project Name: Stage 2 – 43 Homes for Latitude 25 RV Lifestyle Community

This **AGREEMENT** is made on the 12th day of February 2020

Between **Nikenbah Constructions Pty Ltd ACN 613 502 873 as trustee for the Nikenbah Constructions Unit Trust of Level 1, 5/41 Lavarack Avenue, Eagle Farm Qld 4009**
(Principal)

AND

PBS Building (QLD) Pty Ltd ACN 114 856 674 of Ground Floor, 40 Thesiger Ct, Deakin ACT 2600
(Contractor)

Background

- A. The *Principal* wishes to engage the *Contractor* to perform the *Works* and carry out *WUC* in accordance with the requirements of this *Contract*.
- B. The *Contractor* has offered to execute the *Works* for the *contract sum* and the *Principal* has accepted that offer.
- C. The parties have agreed to perform their respective obligations on the terms of this *Contract*.

IT IS AGREED

1. Agreement

- (a) In this *Formal Instrument of Agreement*, unless the context requires otherwise, terms used have the same meaning as defined in the document *Amended AS 4902-2000 General conditions of contract for design and construct*.
- (b) The *Contractor* agrees to carry out the *WUC* in accordance with the *Contract*.

2. Contract Sum

- (a) In consideration of the *Contractor* carrying out the *WUC* in accordance with the *Contract*, the *Principal* agrees to pay the *Contractor* the *contract sum* in accordance with the *Contract*:
 - (i) The *contract sum* is \$12,458,629.49 (exclusive of GST) which amount excludes additions and deductions that may be required to be made under this *Contract*.
 - (ii) Contract sum in (i) includes the following Separable Portions;
 - (A) Separable Portion 1: Stage 2A-12 homes \$3,556,705.25
 - (B) Separable Portion 2: Stage 2B-15 homes \$8,901,924.24

[Handwritten signature]

[Handwritten signature]

(C) Separable Portion 3: Stage 2C-16 homes \$1,588,606.34

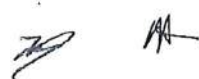
- (b) The terms of the *Contract* apply to all of the work performed by the *Contractor* in connection with the *WUC* even if it was performed prior to the date of execution of the *Contract*. Any payment made to the *Contractor* by the *Principal* prior to the date of execution of the *Contract* will, be treated as a payment under the *Contract* and will be in part discharge of the *Principal's* obligations to pay the *contract sum*.

3. Site

The address of the *site* is 1 Latitude Boulevard, Nikenbah QLD 4655.

4. Contract Documents

- (a) The following documents are the *Contract Documents*:
- (i) this *Formal Instrument of Agreement*;
 - (ii) the *Amended AS 4902-2000 General conditions of contract for design and construct*;
 - (iii) *Annexures to the Amended AS 4902-2000 General conditions of contract for design and construct*, which are set out in this *Formal Instrument of Agreement*; and
 - (iv) the *Schedules to this Formal Instrument of Agreement*, which comprise the following:
 - (A) **Schedule 1: Principal's Project Requirements**
 - (B) **Schedule 2: Contractors Clarifications**
 - (C) **Schedule 3: Schedules & Specifications**
 - (1) **Sales Inclusions & Finishes**
 - (2) **Internal & External Finishes schedule**
 - (3) **Metering**
 - (D) **Schedule 4: Document Transmittal (Not limited to the following)**
 - (1) **Development Approval**
 - (2) **Operational works approvals**
 - (3) **Project design documents transmittal: Architectural, Civil, Structural, and others**
 - (4) **Sustainability, Environmental report**
 - (5) **Survey**
 - (6) **Marked up drawings**
 - (7) **Manufactured Homes Act**
 - (8) **Geotechnical investigations**



(E) **Schedule 5: Sales and Marketing**

- (1) **Sales contract**
- (2) **Marketing / Sales Plans**
- (3) **Inclusions**
- (4) **Renders**
- (5) **Purchaser Variances**

The parties acknowledge having received each of the documents referred to in clause 4(a).

- (b) If there is any inconsistency, ambiguity or discrepancy between the documents listed in paragraph 4(a), the inconsistency, ambiguity or discrepancy is to be resolved using the order of precedence set out in clause 4(a) (with the documents appearing earlier in clause 4(a) taking priority over the documents appearing later).
- (c) If a party discovers any inconsistency, ambiguity or discrepancy in the documents comprising this *Contract*, it must notify the other party as soon as reasonably possible.

EXECUTED on the 12th day of February 2020

EXECUTED by
Nikenbah
Constructions Pty Ltd
ACN 613 502 873 as
trustee for the
Nikenbah
Constructions Unit
Trust in accordance with
section 127 of the
Corporations Act 2001
(Cth):

	
sign	sign
Director.	Director
office (director)	office (director or secretary)
	
full name	full name

EXECUTED by PBS
Building (QLD) Pty Ltd
ACN 114 856 674 in
accordance with section
127 of the Corporations
Act 2001 (Cth):

	
sign	sign
DIRECTOR	DIRECTOR
office (director)	office (director or secretary)
	
full name	full name

**ANNEXURE to the Australian Standard
General Conditions of Contract for
Design and Construct**

Part A (Schedule)

This Annexure shall be completed and issued as part of the tender documents and, subject to any amendments to be incorporated into the Contract, is to be attached to the General Conditions of Contract and shall be read as part of the Contract.

Item

- | | | |
|---|--------------------------------------|--|
| 1 | <i>Principal
(clause 1)</i> | <u>Nikenbah Constructions Pty Ltd as trustee for the Nikenbah
Constructions Unit Trust.....</u>
.....
ACN <u>613 502 873</u> ABN |
| 2 | <i>Principal's address</i> | <u>Level 1, 5/41 Lavarack Avenue, Eagle Farm Qld 4009.....</u>
.....
Phone <u>0412 620 378</u> Fax |
| 3 | <i>Contractor
(clause 1)</i> | <u>PBS Building (QLD) Pty Ltd.....</u>
.....
ACN <u>114 856 674</u> ABN |
| 4 | <i>Contractor's address</i> | <u>Ground Floor, 40 Thesiger Ct, Deakin ACT 2600.....</u>
.....
Phone <u>07 3136 1333</u> Fax |
| 5 | <i>Superintendent
(clause 1)</i> | <u>Ryan Williams – Development Manager.....</u>
.....
ACN ABN |
| 6 | <i>Superintendent's address</i> | <u>Level 1, 5/41 Lavarack Avenue, Eagle Farm Qld 4009.....</u>
.....
Phone <u>0422 389 110</u> Fax |



Annexures to the Amended AS 4902-2000 General conditions of contract

- † 7 (a) *Date for practical completion*
(clause 1) See Separable Portions 1, 2 and 3.....
- OR
- (b) *Period of time for practical completion*
(clause 1)
- 8 Governing law (clause 1(h)) Queensland.....
If nothing stated, that of the jurisdiction where the *site* is located
- 9 (a) *Currency*
(clause 1(g)) Australian dollars (\$AUD).....
If nothing stated, that of the jurisdiction where the *site* is located
- (b) *Place for payments*
(clause 1(g)) N/A.....
If nothing stated, the *Principal's* address
- (c) *Place of business of bank*
(clause 1(d)) N/A.....
If nothing stated, the place nearest to where the *site* is located
- 10 The *Principal's* project requirements are described in the following documents (clause 1)
- 1 As identified in Schedule 1 of the Formal Instrument of Agreement
- 2
- 3
- 4
- 5
- 11 *Preliminary design*
(clause 1)
- (a) *A preliminary design*
* is Included
~~* is not included~~
in the *Principal's* project requirements.
If neither deleted, a *preliminary design* is not Included
- (b) The *preliminary design* documents are:
- 1 As identified in Schedule 3 of the Formal Instrument of Agreement.....
- 2
- 3
- 4
- 5

† If applicable, delete and instead complete equivalent *Item* in the *separable portions* section of the Annexure Part A

* Delete one

AA

Annexures to the Amended AS 4902-2000 General conditions of contract

- 12 ~~Quantities in schedule of rates,~~
limits of accuracy
(subclause 2.5)
- Upper Limit
- Lower Limit
- 13 *Provisional sum,*
percentage for profit and
~~overheads~~ attendance
(clause 3)
- If the aggregated cost of all provisional sums is greater than the
aggregated of all provisional sums – an addition of 10% of the
difference
- If the aggregated cost of all provisional sums is less than the
aggregated of all provisional sums – a deduction of 7% of the
difference
- 13A Variation
(subclause 36.4)
- (a) Percentage for profit and overheads for additions 10%
- (b) Percentage for profit for deductions 7%
- † 14 *Contractor's security*
- (a) Form
(clause 5)
- Cash or on-demand, unconditional insurance bond to the value of
2.5% of the contract sum in a form approved by the Principal (or
in such other form of security as may be approved by the Principal
- (b) Amount or maximum percentage of 2.5%
contract sum If nothing stated, 5% of the contract sum
(clause 5)
- (c) If retention moneys, percentage of 5%, until the limit in Item 14(b)
each progress certificate If nothing stated, 10%, until the limit in Item 14(b)
(clause 5 and subclause 37.2)
- (d) Time for provision (except for retention moneys)
(clause 5)
- within days after date of acceptance of tender
If nothing stated, 28 days
- (e) Additional security for unfixed plant and materials
(subclauses 5.4 and 37.3)
- An on-demand, unconditional insurance bond given by an
Australian bank, approved by the Principal, for the equal value of
unfixed plant and materials.....
\$
- (f) Contractor's security upon certificate of practical completion is reduced by
(subclause 5.4)
- 0 % of amount held
If nothing stated, 50% of amount held
- † 15 *Principal's security*
- (a) Form
(clause 5)
- Not applicable.....

† If applicable, delete and instead complete equivalent Item in the separable portions section of the Annexure Part A

Annexures to the Amended AS 4902-2000 General conditions of contract

- (b) Amount or maximum percentage of Not applicable.....
 contract sum If nothing stated, nil
 (clause 5)
- (c) Time for provision Not applicable
 (clause 5) withindays after date of acceptance of tender
 If nothing stated, 28 days
- (d) Principal's security upon certificate Not applicable.....% of amount held
 of practical completion is reduced If nothing stated, 50% of amount held
 by
 (subclause 5.4)

16	Principal-supplied documents (subclause 8.2)	Document	No. of copies
		1 <u>As identified in clause 4(a)(iv) of the Formal Instrument of Agreement</u>	
		2	
		3	
		4	
		5	If nothing stated, 5 copies

- ~~17 Documents, numbers of copies, and
 the times or stages at which they are to
 be supplied by the Contractor
 (subclause 8.3)~~

	Document	No. of copies	Time/stage
1			
2			
3			
4			
5			

- 18 Time for Superintendent's direction about documents 14.....days
 (subclause 8.3) If nothing stated, 14 days

19	Subcontracting (subclause 9.2)	Work by consultants	Work by others
			
			
			
			

Annexures to the Amended AS 4902-2000 General conditions of contract

- | | | | |
|-------|-----------------------------|--|---|
| 20 | Novation
(subclause 9.4) | <i>Subcontractor or
selected subcontractor,
as the case may be</i> | <i>Particular part of the
preliminary design or
selected subcontract work,
as the case may be</i> |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
-
- | | | | |
|----|---|--|--|
| 21 | <i>Intellectual property rights granted
to the Principal,
the Alternative applying
(subclause 10.2)</i> | <u>Alternative 1</u>
If nothing stated, Alternative 1 applies | |
|----|---|--|--|
-
- | | | | |
|----|--|-----------------------|--|
| 22 | <i>Legislative requirements</i> | <u>Not applicable</u> | |
| | (a) Those excepted
(subclause 11.1) | | |
| | | | |
| | (b) Identified WUC
(subclause 11.2(a)(iii)) | | |
| | | | |
-
- | | | | |
|----|---|---|--|
| 23 | <i>Insurance of the Works
(clause 16A)</i> | <u>Alternative 1 (Contractor to insure)</u> | |
| | (a) Alternative applying | | |
| | | If nothing stated, Alternative 1 applies | |
| | If Alternative 1 applies | | |
| | (b) Provision for demolition and
removal of debris | | |
| | | \$ | |
| | | OR | |
| | | % of the contract sum | |





Annexures to the Amended AS 4902-2000 General conditions of contract

- (c) Provision for *consultants' fees* and
Principal's consultants' fees \$

OR

..... % of the *contract sum*

- (d) Value of materials or things to be
 supplied by the *Principal* \$

- (e) Additional amount or percentage
 \$

OR

..... % of the total of (a) to (d) in clause 16A

24 Professional indemnity insurance
 (clause 16B and subclause 9.2(d))

- (a) Levels of cover of *Contractor's*
 professional indemnity insurance \$ 20,000,000
 shall be not less than
 If nothing stated, \$5 000 000

- (b) Period for which *Contractor's*
 professional indemnity insurance
 shall be maintained after issue of
 the *final certificate*
 If nothing stated, 6 years

- | (c) Categories of <i>consultants</i> and
levels of cover of <i>consultants'</i>
professional indemnity
insurance | Category | Levels of cover |
|---|----------|-----------------------------------|
| | | \$ |
| | | \$ |
| | | \$ |
| | | \$ |
| | | If nothing stated,
\$1 000 000 |

- (d) Period for which each *consultant's*
 professional indemnity insurance
 shall be maintained after issue of
 the *final certificate*
 If nothing stated, 6 years

25 Public liability insurance
 (clause 17)

- (a) Alternative applying Alternative 1 (Contractor to insure)
 If nothing stated, Alternative 1 applies

If Alternative 1 applies

Annexures to the Amended AS 4902-2000 General conditions of contract

- (b) Amount per occurrence shall be not
less than \$ 20,000,000
If nothing stated, \$10 000 000
- 26 (a) Time for giving access In accordance with Part A, separable portions, item 7 ~~within 5~~
(subclause 24.1) ~~business days after~~ ~~days of date of acceptance of tender~~
~~executing the Formal Instrument of Agreement~~
If nothing stated, 14 days
- (b) Time for giving possession In accordance with Part A, separable portions, item 7 ~~within 5~~
(subclause 24.1) ~~business days after~~ ~~days of date of acceptance of tender~~
~~executing the Formal Instrument of Agreement~~
If nothing stated, 14 days
- 27 ~~The information, materials, documents~~ Documents or instructions Times/Periods
~~or instructions and the times by, or~~
~~periods within which they are to be~~ 4
~~given to the Contractor~~ 2
~~(clause 32)~~ 3
4
5
- 28 *Qualifying causes of delay*, causes of As set out in the amended definition under clause 1
delay for which EOTs will not be
granted
(paragraph (b)(iii) of clause 1 and
subclause 34.3)
- † 29 Liquidated damages, rate per day \$300 per day
(subclause 34.7)
(capped at 3% Contract Value.)
- 29A Limit of liquidated damages 3% of the contract sum
(subclause 34.7)
- † 30 Bonus for early *practical completion*
(subclause 34.8)
- (a) Rate Not applicable
..... per day \$ per day

† If applicable, delete and instead complete equivalent item in the *separable portions* section of the Annexure Part A

Annexures to the Amended AS 4902-2000 General conditions of contract

- (b) Limit Not applicable.....
 \$
 OR
 % of contract sum
 If nothing stated, there is no waiver
- † 31 Other compensable causes (paragraph (b) of clause 1 and subclause 34.9) Not applicable.....

- 32 Defects Liability period (clause 35) 12 months
 If nothing stated, 12 months
- 33 Progress Claims (subclause 37.1)
- (a) Times for progress claims 28th 30th or last day of each month for WUC
 done to the last day of that month
- OR
- (b) Stages of WUC for progress claims

- 34 Unfixed plant and materials for which payment claims may be made (subclause 37.3) Not applicable.....

- 35 Interest rate on overdue payments (subclause 37.5) 7 % per annum
 If nothing stated, 18% per annum
- 36 (a) Time for Principal to rectify inadequate access (subclause 39.7(a)(iii)) 14 days
 If nothing stated, 14 days



Annexures to the Amended AS 4902-2000 General conditions of contract

(b) Time for *Principal* to rectify
inadequate possession
(subclause 39.7(a)(iv))

14 days
If nothing stated, 14 days

37 Arbitration
~~(subclause 42.3)~~

~~(a) Person to nominate an
arbitrator~~

.....
.....

A1

~~If no one stated, the President of the Institute of Arbitrators &
Mediators Australia~~

~~(b) Rules for arbitration~~

.....
.....
.....

~~If nothing stated:~~

~~(a) rules 5-18 of the Rules of The Institute of Arbitrators & Mediators
Australia for the Conduct of Commercial Arbitrations;~~

~~OR~~

~~(b) if one or more of the parties are nationals of and habitually
resident in, incorporated in, or where the central management and
control is exercised in, different countries as between the parties,
then the UNCITRAL Arbitration Rules shall apply and the
appointing authority shall be the person provided in Item 37(c)~~

~~(c) Appointing Authority under
UNCITRAL Arbitration Rules~~

.....
~~If no one stated, the President of the Institute of Arbitrators &
Mediators Australia~~

A1

Part A (Separable Portion 1)

Separable Portions

- This section should be completed only if the *Contract* provides for *separable portions*.
- Complete separate pages for each *separable portion*, which should be numbered appropriately. Any balance of the *Works* should also be a *separable portion*.

<i>Separable portion</i> (clause 1) <i>Description of separable portion</i> (clause 1)	<u>No. 1.....</u> <u>Construction and completion of Stage 2A – 12 Homes.....</u>
<i>Item</i> 7 (a) <i>Date for access/possession</i> (clause 24.1) (b) <i>Date for practical completion</i> (clause 1) OR (c) <i>Period of time for practical completion</i> (clause 1)	<u>07 November 2019.....</u> <u>19 August 2020</u>
14 <i>Contractor's security</i> (a) <i>Form</i> (clause 5) (b) <i>Amount or maximum percentage value of this separable portion</i> (clause 5) (c) <i>If retention moneys, percentage of each progress certificate applicable to this separable portion</i> (clause 5 and subclause 37.2) (d) <i>Time for provision (except for retention moneys)</i> (clause 5) (e) <i>Additional security for unfixed plant and materials</i> (subclauses 5.4 and 37.3)	<u>Cash or on-demand, unconditional insurance bonds each in the value of 2.5% of the contract sum in a form approved by the Principal (or in such other form of security as may be approved by the Principal).....</u> <u>5%.....</u> If nothing stated, 5% of value of this separable portion %, until the limit in <i>Item 14(b)</i> If nothing stated, 10%, until the limit in <i>Item 14(b)</i> within days after <i>date of acceptance of tender</i> If nothing stated, 28 days <u>An on-demand, unconditional insurance bond given by an Australian bank, approved by the Principal, for the equal value of unfixed plant and materials.....</u> \$





Annexures to the Amended AS 4902-2000 General conditions of contract

- (f) Contractor's security upon certificate of practical completion is reduced by (subclause 5.4) 50 % of amount held
If nothing stated, 50% of amount held
- 15 Principal's security
- (a) Form (clause 5) Not applicable.....
- (b) Amount or maximum percentage of value of this separable portion (clause 5) Not applicable.....
If nothing stated, nil
- (c) Time for provision (clause 5) Not applicable
within days after date of acceptance of tender
If nothing stated, 28 days
- (d) Principal's security upon certificate of practical completion is reduced by (subclause 5.4) Not applicable % of amount held
If nothing stated, 50% of amount held
- 29 Liquidated damages, rate (subclause 34.7) for Separable Portion per day \$ 300 per day
1
- 30 Bonus for early practical completion (subclause 34.8)
- (a) Rate Not applicable
..... per day \$ per day
- (b) Limit Not applicable
..... \$
- OR
- % of value of this separable portion
If nothing stated, there is no waiver
- 31 Other compensable causes (paragraph (b) of clause 1 and subclause 34.9) Not applicable
.....
.....
.....
.....





Part A (Separable Portion 2)

Separable Portions

- This section should be completed only if the *Contract* provides for *separable portions*.
- Complete separate pages for each *separable portion*, which should be numbered appropriately. Any balance of the *Works* should also be a *separable portion*.

Separable portion (clause 1)	<u>No. 2.....</u>
Description of <i>separable portion</i> (clause 1)	<u>Construction and completion of Stage 2B – 15 Homes</u>
Item	Procurement start : 14/02/19
7 (a) <i>Date for access/possession</i> (clause 24.1)	<u>14 April 2020</u>
(b) <i>Date for practical completion</i> (clause 1)	<u>23 November 2020.....</u>
OR	
(c) <i>Period of time for practical completion</i> (clause 1)	
14 <i>Contractor's security</i>	
(a) Form (clause 5)	<u>Cash or on-demand, unconditional insurance bonds each in the value of 2.5% of the contract sum in a form approved by the Principal (or in such other form of security as may be approved by the Principal)</u>
(b) Amount or maximum percentage value of this <i>separable portion</i> (clause 5)	<u>5%</u> If nothing stated, 5% of value of this separable portion
(c) If retention moneys, percentage of each <i>progress certificate</i> applicable to this <i>separable portion</i> (clause 5 and subclause 37.2)	%, until the limit in <i>Item 14(b)</i> If nothing stated, 10%, until the limit in <i>Item 14(b)</i>
(d) Time for provision (except for retention moneys) (clause 5)	within days after <i>date of acceptance of tender</i> If nothing stated, 28 days
(e) Additional <i>security</i> for unfixed plant and materials (subclauses 5.4 and 37.3)	<u>An on-demand, unconditional insurance bond given by an Australian bank, approved by the Principal, for the equal value of unfixed plant and materials.....</u> \$

Annexures to the Amended AS 4902-2000 General conditions of contract

- (f) Contractor's security upon certificate of practical completion is reduced by (subclause 5.4) 50% of amount held
If nothing stated, 50% of amount held
- 15 Principal's security
- (a) Form (clause 5) Not applicable.....
- (b) Amount or maximum percentage of value of this separable portion (clause 5) Not applicable.....
If nothing stated, nil
- (c) Time for provision (clause 5) Not applicable
withindays after date of acceptance of tender
If nothing stated, 28 days
- (d) Principal's security upon certificate of practical completion is reduced by (subclause 5.4) Not applicable% of amount held
If nothing stated, 50% of amount held
- 29 Liquidated damages, rate (subclause 34.7) for Separable Portionper day \$ 300.....per day
2
- 30 Bonus for early practical completion (subclause 34.8)
- (a) Rate Not applicable
....., per day \$.....per day
- (b) Limit Not applicable
..... \$.....
- OR
.....% of value of this separable portion
If nothing stated, there is no waiver
- 31 Other compensable causes (paragraph (b) of clause 1 and subclause 34.9) Not applicable
.....
.....
.....

Part A (Separable Portion 3) Separable Portions

This section should be completed only if the *Contract* provides for *separable portions*.

Complete separate pages for each *separable portion*, which should be numbered appropriately. Any balance of the *Works* should also be a *separable portion*.

Separable portion (clause 1)	<u>No. 3</u>
Description of separable portion (clause 1)	<u>Construction and completion of Stage 2C – 16 Homes</u>
AA-222	
Item	Procurement start : 13/05/20
7 (a) Date for access/possession (clause 24.1)	<u>06 August 2020</u>
(b) Date for practical completion (clause 1)	<u>08 April 2021</u>
OR	
(b) Period of time for practical completion (clause 1)	
14 Contractor's security	
(a) Form (clause 5)	<u>Cash or on-demand, unconditional insurance bonds each in the value of 2.5% of the contract sum in a form approved by the Principal (or in such other form of security as may be approved by the Principal)</u>
(b) Amount or maximum percentage value of this <i>separable portion</i> (clause 5)	<u>5%</u> If nothing stated, 5% of value of this separable portion
(c) If retention moneys, percentage of each <i>progress certificate</i> applicable to this <i>separable portion</i> (clause 5 and subclause 37.2)	%, until the limit in <i>Item 14(b)</i> If nothing stated, 10%, until the limit in <i>Item 14(b)</i>
(d) Time for provision (except for retention moneys) (clause 5)	within days after <i>date of acceptance of tender</i> If nothing stated, 28 days
(e) Additional <i>security</i> for unfixed plant and materials (subclauses 5.4 and 37.3)	 \$

AA-222

Annexures to the Amended AS 4902-2000 General conditions of contract

- (f) Contractor's security upon 50% of amount held
certificate of practical completion is reduced by
(subclause 5.4) If nothing stated, 50% of amount held
- 15 Principal's security
- (a) Form Not applicable.....
(clause 5)
- (b) Amount or maximum Not applicable.....
percentage of value of this If nothing stated, nil
separable portion
(clause 5)
- (c) Time for provision Not applicable
(clause 5) withindays after date of acceptance of tender
If nothing stated, 28 days
- (d) Principal's security upon certificate Not applicable
of practical completion is reduced% of amount held
by If nothing stated, 50% of amount held
(subclause 5.4)
- 29 Liquidated damages, rateper day \$ 300..... per day
(subclause 34.7) for Separable Portion
3
- 30 Bonus for early practical completion
(subclause 34.8)
- (a) Rate Not applicable
.....
..... per day \$ per day
- (b) Limit Not applicable
.....
..... \$
OR
.....% of value of this separable portion
If nothing stated, there is no waiver
- 31 Other compensable causes Not applicable
(paragraph (b) of clause 1 and
subclause 34.9)



VARIATION APPROVAL

Date 01/05/20 Variation Number HCV#004
Project Number 1-00.LAT25
Project Name Latitude 25 RV Park – Stage 2 Homes
Principal Nikenbah Constructions Pty Ltd
Contractor PBS Building
Contract Date 12 Feb 2020

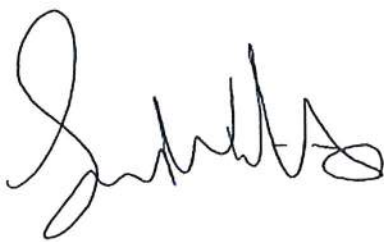
In accordance with clause 36 of the conditions of contract the following variation has been approved and the contract sum adjusted.

VARIATION ;

Lot 165 – Purchaser Variations

PBS Variation Claim HCV#004 (dated 08/04/20 – Received 28/04/20)

Total Variation	\$540.00
Profit & Overhead – 10% builders margin	\$54.00
Net Adjustment (Excl.GST)	\$594.00



Signed by the Development Manager on behalf of Principal

Ryan Williams - Development Manager

Nikenbah Constructions Pty Ltd



HCV #004

PBS Building (QLD) Pty Ltd
Level 1, 5/41 Lavarack Avenue
Eagle Farm, Queensland 4009
Phone: (07) 3136-1333

Project: 3-30.QD068 - Latitude 25 - Stage 2 Homes
174 Chapel Road
Nikenbah, Queensland 4655

Head Contract Variation #004: Lot 165 Purchaser variations #1

TO:	Nikenbah Constructions Unit Tr Australian Capital Territory	FROM:	PBS Building Ground Floor 40 Thesiger Court Deakin, Australian Capital Territory 2600
DATE CREATED:	8/04/2020	CREATED BY:	Curtis Ahrens (PBS Building)
CONTRACT STATUS:	Pending - Proceeding	REVISION:	0
REQUEST RECEIVED FROM:	Kylie Waldock	LOCATION:	Lot 163
INVOICED DATE:		PAID DATE:	
REFERENCE:		VARIATION REASON:	Client Request to Vary Works
PAID IN FULL:	No	EXECUTED:	No
ACCOUNTING METHOD:	Amount Based	SCHEDULE IMPACT:	
FIELD CHANGE:	No	CONTRACT FOR:	330-QD068:Latitude 25 - Stage 2A
		TOTAL AMOUNT (ex. tax):	\$594.00

DESCRIPTION:
CE #010 - Lot 165 Purchaser variations #1
165 Purchaser variations #1

ATTACHMENTS:

The original (Contract Sum)	\$12,458,629.49
Net change by previously authorized Variations	\$7,157.23
The contract sum prior to this Variation was	\$12,465,786.72
The contract sum would be changed by this Variation in the amount of	\$594.00
The new contract sum including this Variation will be	\$12,466,380.72
The new contract tax amount including this Variation will be	\$1,246,638.07
The new contract sum including tax and including this Variation will be	\$13,713,018.79
The contract time will not be changed by this Variation.	

Nikenbah Constructions Unit Tr

Australian Capital Territory

PBS Building
Ground Floor 40 Thesiger Court
Deakin, Australian Capital Territory 2600

SIGNATURE

DATE

SIGNATURE

DATE

SIGNATURE

DATE

Contract Variation #004: Lot 165 Purchaser variations #1

Schedule of Values (7) Related Items (0) Emails (1) Financial Mark-up ERP Integration

OF VALUES

Head Contract Line Item*	Budget Code*	Description	Tax Code	Qty	UOM	Unit Cost	Amount	Margin (10.00%)	Subtotal
#99 A165.29-040.O - 2A - Lot 165 Bussell.Specialised Joinery...	A165.29-040.O 2A - Lot 165 Bussell.Speci...	Item 1 Credit for slatted privacy scre	GST	0		\$0.0000	(\$530.00)	(\$53.00)	(\$583.00)
#99 A165.29-040.O - 2A - Lot 165 Bussell.Specialised Joinery...	A165.29-040.O 2A - Lot 165 Bussell.Ward...	Item2 In WIR, install melamine whit	GST	0		\$0.0000	\$1,390.00	\$139.00	\$1,529.00
#99 A165.29-040.O - 2A - Lot 165 Bussell.Specialised Joinery...	A165.29-040.O 2A - Lot 165 Bussell.Ward...	Item 2A Credit for ventilated shelvin	GST	0		\$0.0000	(\$710.00)	(\$71.00)	(\$781.00)
#99 A165.29-040.O - 2A - Lot 165 Bussell.Specialised Joinery...	A165.29-040.O 2A - Lot 165 Bussell.Ward...	Item 4 In Bed 3, install melamine whi	GST	0		\$0.0000	\$665.00	\$66.50	\$731.50
#99 A165.29-040.O - 2A - Lot 165 Bussell.Specialised Joinery...	A165.29-040.O 2A - Lot 165 Bussell.Ward...	Item 4A Credit for ventilated shelvin	GST	0		\$0.0000	(\$470.00)	(\$47.00)	(\$517.00)
#99 A165.29-040.O - 2A - Lot 165 Bussell.Specialised Joinery...	A165.29-040.O 2A - Lot 165 Bussell.Ward...	Item 3 In Bed 2, install melamine wh	GST	0		\$0.0000	\$665.00	\$66.50	\$731.50
#99 A165.29-040.O - 2A - Lot 165 Bussell.Specialised Joinery...	A165.29-040.O 2A - Lot 165 Bussell.Ward...	Item 3A credit for ventilated shelvin	GST	0		\$0.0000	(\$470.00)	(\$47.00)	(\$517.00)
Total:							\$540.00	\$54.00	\$594.00

11:58 Thu 6 Feb

4G 77%

Done

20200205135351212.pdf



Latitude 25
RV Lifestyle Community
at HERVEY BAY

VARIATION REQUEST FORM

SELLER: Latitude25 Hervey Bay

BUYER: [REDACTED] DATE: 23/12/19

LOT NO: 165

SITE ADDRESS: 39/1 Latitude Boulevard

DETAILS OF WORK VARIATION(S)**ADDITION/REDUCTION**

1. In Grid 1, install privacy screen to be installed - purchaser to supply and install own credit for slatted privacy screen	\$558.50
2. In Grid 1, install melamine whiteboard frame, supports, hanging rods, top shelf, shelving sections in line of ventilated shelving system, frame, rods and baskets - at purchaser's cost credit for ventilated shelving, supports, baskets	\$1,579.00
3. In Grid 2, install melamine whiteboard frame, supports, hanging rods, top shelf, shelving sections in line of ventilated shelving system, frame, rods and baskets - at purchaser's cost credit for ventilated shelving, supports, baskets	\$731.50
4. In Grid 3, install melamine whiteboard frame, supports, hanging rods, top shelf, shelving sections in line of ventilated shelving system, frame, rods and baskets - at purchaser's cost credit for ventilated shelving, supports, baskets	\$731.50
TOTAL PRICE (EX. GST) - paid by the purchaser	\$701.00
GST - paid by the purchaser	\$70.00
TOTAL PRICE (INCLUSIVE OF GST) - paid by the purchaser	\$771.00

The Buyer accepts and agrees to pay the additional cost for the variation(s) noted above, such cost to be paid on Completion of the Agreement for Sale of the Manufactured Home for the above property.

If the Buyer does not complete the Agreement for any reason whatsoever, and any of the work for the variation(s) has been completed, the Buyer must pay immediately to the Seller the agreed amount to reimburse the Seller for the additional cost and expenses incurred by the Seller in varying the design, finish and layout to the finishes and layout requested by the Buyer.

SIGNED BY THE BUYER(S):

DATE:

SIGNED BY THE SELLER:

DATE:

Development Manager

OFFICE USE ONLY

Copy to buyer: DATE:

5/2/2020

Date forwarded to Development Manager:

5/2/2020

Date of acceptance by buyer:

6/2/2020

Date forwarded to Seller's Solicitor:

6/2/2020

PRACTICAL TASK #2

RFI

Kylie Waldock

From: Kylie Waldock
Sent: Friday, 17 April 2020 4:36 PM
To: rfi-f790dd0a4124607945ce767aac007b266b58@procoretech.com
Cc: ~~Curtis Ahrens; Peter Aboud; Anthony MacDonald~~
Subject: RE: Latitude 25 - Stage 2 Homes: Response to RFI #51 (Lot 165 Purchaser Variations)
Attachments: Lot 165 tv points

As per attached email, thanks



From: ~~Curtis Ahrens (PBS Building)~~ <PBS_Building@procoretech.com>
Sent: Friday, 17 April 2020 11:18 AM
To: Kylie Waldock <kylie.waldock@visitlatitude25.com.au>
Subject: Latitude 25 - Stage 2 Homes: Response to RFI #51 (Lot 165 Purchaser Variations)

Latitude 25 - Stage 2 Homes



More details: [View online](#) [Open In App](#)

Curtis Ahrens (PBS Building) responded to Question 1 on Friday, 17 April 2020 at 11:18 am.

Response:

Hi Kylie,

Best option would be to have move back to 300. Macca has concerns water pipes will be in the way if we move it to the left.

Alternatively hey could move to 2100mm but need to be careful when installing tv brackets.

Attachments:

None

RFI Details

This RFI is due on Friday, 17 April 2020.

QUESTION 1

Asked By:

Curtis Ahrens (PBS Building)

Date:

Wed 15 Apr 2020 at 04:38 pm AEST

Question:

Good Afternoon Kylie,

We have realised whilst trying to complete works onsite that some owner variations are conflicting with one another. In bed 1 the purchaser has raised the GPO and TV point to 1800mm FFL. This directly conflicts with the recessed shaving cabinet on the rear of this wall and these points cannot be installed at this height. Plans attached below, please advise how you wish to proceed.

Kind Regards,

Attachments:

[Lot 165 - Sheet 14: Bussell - Internal Fitout Plans & Elevations - Sheet 14 Rev.I.pdf](#)
[Lot 165 - Sheet 7: Bussell - Electrical Layout - Sheet 7](#)

[Rev.I.pdf](#)

[Lot 165 - Sheet 1: Bussell - Site Plan - Sheet 1 Rev.I.pdf](#)

All Replies

Answered By: **~~Curtis Ahrens~~ (PBS Building)**

Date: **Fri 17 Apr 2020 at 11:18 am AEST**

Response: **Hi Kylie,**

Best option would be to have move back to 300. Macca has concerns water pipes will be in the way if we move it to the left.

Alternatively hey could move to 2100mm but need to be careful when installing tv brackets.

Attachments: **None**

Answered By: **Kylie Waldock (Nikenbah Constructions Unit Tr)**

Date: **Fri 17 Apr 2020 at 09:00 am AEST**

Response: **Hi Curtis, have emailed client and awaiting response. Gather options are to move 1800FFL points to the left, or locate them at 300 FLL? Please advise if either are possible or if electrician has alternative suggestion. Thanks, Kylie**

Attachments: **None**

ADDITIONAL DETAILS

Project: **Latitude 25 - Stage 2 Homes**

Subject: **Lot 165 Purchaser Variations**

Date Initiated: **15/4/20**

Created By: **~~Curtis Ahrens~~ (PBS Building)**

Assigned To: **Williams, Ryan (Nikenbah Constructions Unit Tr)**
Waldock, Kylie (Nikenbah Constructions Unit Tr)

Responsible Contractor: **PBS Building**

Received From: **[REDACTED] (PBS Building)**

Distribution List: **[REDACTED] (PBS Building)**
[REDACTED] e (PBS Building)
[REDACTED] (PBS Building)

Program Impact: **Yes (Unknown)**

More details: [View online](#) [Open In App](#)

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