



CONTRACT SPECIFICATIONS

**CARLISLE HOMES PTY. LTD.
ABN 86 106 263 209**

631 Springvale Road, Mulgrave Vic

Ph: 8561 4777

Job No.

Client:

Address:

House:

Façade:

Signed: _____

Signed: _____

Builder: _____

Date: _____

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1 Foreword

1.1 *Carlisle's Quality Assurance Program*

Carlisle prides itself on the quality of its product and takes steps to ensure that each of our homes is built to the same standard as our display homes. We therefore conduct thorough Quality Assurance inspections on the home - at major stages of the build. Carlisle Inspection reports will be made available to the Owner upon request.

In performing the Building Works, Carlisle has adopted a performance solution approach to determine compliance with various Performance Provisions of the National Construction Code.

1.2 *Standards of Workmanship and Order of Precedence*

Whilst our construction practices comply with the requirements of the National Construction Code (NCC), we have developed some construction practices under the performance based provisions of the NCC. Where this occurs, the NCC is quite clear that both building solutions are taken to comply with the performance requirements even though each may contain different construction methods. Compliance with either solution is deemed to be compliance with the NCC.

This also means that the tolerance values and standards of workmanship for all Carlisle's building work undertaken is equivalent to the quality of the display home and/or as detailed in this Specification.

Where there is any difference in interpretation of quality, dimension or workmanship between an Australian Standard, the Guide to Standards and Tolerances (VBA), the HIA Guide to Materials and Workmanship for Residential Building Work, these Specifications and the tolerances of the as-built display home, the Specifications take precedence followed by the display homes standard (if any). The construction practices adopted at our display homes have been approved by the relevant building surveyor.

1.3 *Owner Consultant Inspections*

If the Owner chooses to engage a private building consultant (Consultant) or a person authorised by the Owner/Council/utilities company (Agent) to inspect the construction of the new home, it is essential for Occupational Health and Safety reasons that any inspections are arranged by the Owner directly with Carlisle on a Monday to Friday between 8am and 4:30pm, with at least 48 hours' notice. It is also essential that any Consultant or Agent first inspect our display home to assess the quality and method of construction. Prior to a Consultant or Agent being permitted access to site, the consultant will be required to:

- (a) sign an Occupational Health and Safety Acknowledgement Form complying to Carlisle's onsite requirements; and
- (b) be inducted to Carlisle's Occupational Health and Safety procedures and policies.

- (a) Under Section 19 of the Domestic Building Contracts Act 1995 builders must permit the owner (or a person authorised by the owner) to have reasonable access to the building site and to view any part of the building works.
- (b) Owners, Consultants or Agents exercising a right of access must not interfere with the carrying out of the building works.
- (c) Carlisle permits Owners and their Consultants or Agents to have reasonable access to the site. Providing reasonable access includes ensuring that owners, their Consultants and their Agents comply with site safety procedures and requirements.
- (d) At Carlisle our reasonable procedures includes being inducted into site, and requiring Consultants and Agents to provide some information about their business and insurance (including without limitation public liability insurance, WorkCover insurance, Safe Work Method Statement and Job Safety Analysis). It only takes a few minutes and there are good reasons for this including:
 - (i) Carlisle has obligations under Occupational Health and Safety legislation to ensure the safety of visitors to the site. Complying with these procedures helps Carlisle comply with their legal obligations, and more importantly assists in protecting the safety of the visitors.
 - (ii) If an agent or Consultant engaged by the owner was injured or caused damage while performing work on the site, Carlisle needs to know they have adequate insurances.
- (e) The Consumer Affairs website acknowledges this and reminds owners that “You should always consult your builder or tradesperson about occupational health and safety issues before you enter the site”.
- (f) If the Owner’s agent refuses to co-operate with Carlisle’s requirements, the Owner must encourage them to comply, as it is equally in the Owner’s interests to do so. However, if the Owner’s Consultant or Agent refuses to comply the Owner acknowledges that Carlisle may refuse entry to the Owner’s Consultant or Agent.
- (g) The Owner will be provided with the following documentation to provide directly to the Owner’s Consultant or Agent, and the Consultant or Agent must return all signed and completed documentation back to Carlisle prior to being permitted to enter the site:
 - (i) Agent’s Health and Safety Induction Commitment & Acknowledgement Form; and
 - (ii) Agent’s Site Safety Induction Procedure,

- (h) There are different powers for inspectors or assessors, who are appointed by Domestic Building Dispute Resolution Victoria (DBDRV) or the Victorian Building Authority (VBA) to inspect buildings that are the subject of a domestic building dispute. An inspector appointed by the VBA has the power under section 46 of the *Domestic Building Contracts Act 1995* to enter the building site at which the work is being carried out at any reasonable time and may inspect any part of the building site. There are some additional requirements if the site is still being used as a residence. Agents or Consultants appointed by the owners to conduct inspections are not inspectors under this section.

1.4 Before Signing

If for any reason, the Owner or the Owner's Building Consultant requires Carlisle to change or modify our construction practices, (including tolerance values and level of workmanship) a variation to your Building Contract must be raised at an additional cost to the Owner in accordance with clause 23 of the Building Contract.

1.5 Maintaining Standards

As an award-winning builder, Carlisle is keen to maintain its reputation by building every home to the same standards as the display home.

1.6 Performance Solutions

Performance Solution means a building solution which complies with the Performance Requirements other than by satisfying the Deemed-to-Satisfy provisions of the *Building Code of Australia*.

As stated in Clause 1.1 above, Carlisle has adopted a Performance Solution approach to determining compliance with the NCC. We have a small number of Performance Solutions in place, all of which are certified for compliance and have been developed to address Carlisle's specific construction practices.

The Performance Solutions used by Carlisle in constructing the home (as well as its display homes) are as follows:

(a) Stair Tread Height and Riser Consistency for Domestic Stair

This Performance Solution relates to the construction of Carlisle stairways connecting the ground and first floor of the building which have carpeted and exposed timber treads.

(b) Damp-proof course / flashing setback distance on face masonry and rendered walls

This Performance Solution relates to the construction of Carlisle masonry walls and the location of the damp-proof course/flashing (DPC) to rendered walls and the face finished brickwork.

(c) Construction of Wall Frame Overhangs

This Performance Solution relates to allow a 110mm wide masonry wall and 90mm timber framed wall to overhang the concrete slab a maximum distance of 25mm.

(d) Width of Masonry Veneer Cavity

This Performance Solution relates to allow the brick veneer masonry cavity to be reduced to a width of 5mm in certain situations.

(e) Masonry Mortar Mix

This Performance Solution relates to allow the nominal mortar mix ratio used in the construction of masonry walls to be 1 part cement, 1 part lime and 10 parts sand.

(f) Wet Area Construction – Bathrooms, Laundries and WC

This Performance Solution is to construct the wet area protection system in the Class 1 dwelling in accordance with the Acceptable Construction Practice described in the NCC and Carlisle's specification requirements. Waterproofing in general is provided to all wet areas (excluding separate WCs) similar to the requirements of the NCC with some minor amendments based on construction practises adopted by Carlisle. Waterproofing will be carried out by an accredited Australian installer and a compliance certificate will be issued at Handover.

(g) Location of Damp-Proof Course in Alfresco and Porch Area (Landscaping and Paving Sloping Away from Dwelling)

This Performance Solution allows damp-proof course/flashings to be installed level with the adjoining paving at the roofed alfresco and porch entrances and within 1m of the roofed entries, to be a minimum of 20mm above the adjoining paving level.

(h) Downpipe Spacing

This Performance Solution allows one downpipe to a lower rear roof and to a 6 metre x 6 metre garage.

(i) Aluminium Window and Door Flashings

This Performance Solution is to allow the wall openings in a masonry veneer wall to use an alternative flashing system to control the ingress of water.

If the Owner requires a copy of any of the above Performance Solution Reports, please contact Carlisle and the report will be provided to the Owner.

Building work under construction

If a departure from the Deemed-To-Satisfy provisions has occurred in building work that has been constructed, the Relevant Building Surveyor must satisfy themselves that the work complies with the Performance Requirements and to do so must require Carlisle to document the as built work and produce any necessary documentation, including any Performance Solutions to show how that work complies with the applicable Performance Requirements in undertaking enforcement of the issue. If the Relevant Building Surveyor is not prepared to determine that the

as built work is an acceptable Performance Solution, Carlisle must be asked to bring the work into compliance with approved documents or the Regulations.

1.7 Building Surveyor

- (a) The construction practices adopted at our display homes and all customer homes built by Carlisle have been approved by the Relevant Building Surveyor as required.
- (b) The 'base price' of our homes includes all building permit fees charged by the Relevant Building Surveyor plus a VBA State levy. All Relevant Building surveyor inspections are carried out within 24 hours of Carlisle's request, with inspection results immediately available to Carlisle. All certification of approvals is provided electronically to Carlisle within 24 hours of the inspection taking place. As Carlisle's construction practices and Performance Solutions are pre-approved by Carlisle's preferred building surveyor, no allowance for additional time to obtain permits, approvals and certifications are included in the standard base price of the home.

1.8 National Construction Code 2022

The Owner acknowledges and agrees that unless expressly stated in the sales quotation, contract tender or contract documents, the price for the construction of the dwelling does not include the changes to the National Construction Code 2022 (NCC 2022), including energy efficiency (7 star rating) and accessible housing requirements. Subject to the building permit date and/or Building Surveyor's certification that the building design is substantially complete, compliance with the NCC 2022 may not be required. Any changes required to comply with the NCC 2022 will be raised by the Builder by way of Building Variation and the Builder will be entitled to additional costs and extensions of time as required.

2 GENERAL

These Specifications detail the building works to be carried out and materials to be used in the construction of the new home in accordance with the Final Plans and Contract Documentation referred to in the Building Contract.

2.1 Definitions

NCC means the National Construction Code.

Building Contract means the HIA New Homes Contract signed by the Owner and the Carlisle.

Building Works has the same meaning as contained in the Building Contract.

Carlisle means Carlisle Homes Pty Ltd (ABN 86 106 263 209).

Contract Documentation means the signed HIA Contract and the Conditions, signed Specifications, signed Plans, an Engineer's Design, Tender, Colour Selection,

CSIRO Document, VBA Document and any other documents attached to the Contract Documents.

CSIRO Document means the “Guide to Home Owners on Foundation Maintenance and Footing Performance: BTF 18” published by CSIRO, and included in the Contract Documentation.

Final Plans means the plans marked “Final Drawings” issued to the Owner by Carlisle prior to construction of the home, as varied pursuant to the Building Contract.

Handover means when Carlisle hands over the home to the Owner together with the keys, certificates and warranties in Carlisle’s possession pursuant to clause 38 of the Building Contract.

Land has the same meaning as contained in the Building Contract.

Owner(s) means the person or person named on the Building Contract.

VBA means the Victorian Building Authority.

VBA Document means the document titled “Minimising Foundation Movement and Damage to your Home”, August 2015 published by the VBA and included in the Contract Documentation.

2.2 *Land Location and Identification*

(a) The Owner shall clearly identify to Carlisle the boundaries of the Land by ensuring all the boundary pegs are visible prior to commencement on site.

(b) If:

- Carlisle has a reasonable doubt as to whether the boundaries are correct;
- the boundary pegs are not visible;
- an adjoining neighbour has commenced or completed construction;
- the works relate to a knock-down rebuild home; or
- construction is to be carried out on a zero-lot line,

Carlisle will charge the Owner for a re-establishment survey by a licensed land surveyor to identify the boundaries of the land and/or to reinstall any boundary pegs that are missing. The Owner must pay to Carlisle the price of the survey, including an amount for Carlisle’s profit and overheads being the percentage as shown in Item 10 of Schedule 1 of the HIA Contract applied to the cost of the survey, with the next Progress Payment or in the Final Claim.

(c) Carlisle may also order a re-establishment survey (by way of a variation to the Building Contract, at the Owner’s expense) after the Builder has commenced on site if the setout company has determined there is an issue with the existing boundary pegs.

- (d) The setout of the home on the Land shall be completed by a setout company that employs carpenters to do the works. Generally, setbacks from the front boundary can vary by up to 100mm approximately on a square block and 200mm approximately on a curved block. Generally, setbacks to the side boundaries can vary up to 100mm approximately. If a more accurate set out is required, Carlisle can engage a licensed surveyor to set out the home at an additional cost to the Owner. This additional cost must be added to the Contract Price at the Owner's request.

2.3 Fees

Carlisle will obtain all building permits, pay all fees (excluding the fees required for planning permits, dispensations and council asset protection) and notify Local Authorities to enable the works to be carried out within the limitations of the Final Plans and this Specification, unless otherwise noted.

(Note: payment of the council infrastructure levies are the responsibility of the Owner.)

2.4 Dimensions

On Final Plans:

- (a) Figured dimensions on the Final Plans shall be given preference to the scaled dimensions;
- (b) Internal dimensions are between timber plates;
- (c) External dimensions are overall brickwork;
- (d) Ceiling heights shall be taken between the top of the finished floor level (excluding floor coverings) to the underside of the ceiling timbers, (excluding timber and metal battens and ceiling linings);
- (e) The Owner should make an allowance for the inclusion of approximately 10mm of plaster to each framed surface and also an allowance of 12 to 19mm for skirtings to the base of each wall (selection dependant);
- (f) Generally external and internal building dimensions may vary by up to L/100 or 5mm, whichever is greater, where L is the documented dimension.

2.5 Materials

- (a) All materials used throughout the Building Works are to be new and of good quality (unless otherwise specified).
- (b) Excess materials will remain the property of Carlisle and are to be removed from the Land on completion of the home. (Note: excess paint for touch up will be provided to the Owners).

2.6 Plant and Labour

Carlisle shall supply all materials, scaffolding, tools, working plant, and equipment and labour as necessary to carry out a reasonable and satisfactory completion of the Building Contract. This does not include the generator hire beyond the completion of the Frame Stage (as defined in the Building Contract).

3 SERVICES

3.1 Water

- (a) The Contract Price allows for the house water supply to be available and connected from an existing dry tapping point supplied by the Local Authority, located directly inside the property boundary.
- (b) When the Contract Price provides for a wet tapping to an existing water main located on the same or opposite side of the street, such price allows for the existence of an under road conduit and does not allow for under road boring or road opening costs unless noted otherwise.
- (c) In some instances, Carlisle will charge the Owner for a wet tapping and/or road bore after the Building Contract has been signed. The cost of wet tapping will be approximately \$850 and the cost of a road bore if required will be approximately \$1,800. These costs will need to be confirmed as the costs are site specific.
- (d) Where no reticulated water supply exists, the Owner is to arrange, prior to the commencement of construction, temporary fresh water supply for both drinking and construction purposes. Supply arrangements are to be approved by Carlisle.
- (e) The Owner is responsible for all water usage charged by the water authority during the building period, including for any leaks of any instances when taps have been unnecessarily left on.
- (f) The Owner is advised that the location of the tapping point is not Carlisle's responsibility. In some instances, the tapping may be located in the area of the proposed driveway or path. The Owner will be responsible for arranging for the tapping to be relocated and will need to notify the local water authority or a licensed plumber. Carlisle can arrange for the tapping to be moved at Carlisle's cost plus 25% margin if the Owner agrees and signs a building variation once a quote is provided.

3.2 Gas Service

- (a) Carlisle, on behalf of the Owner, will make an application to Energy Australia for the connection to the main gasline. The Owner agrees to nominate Carlisle to act as agent in nominating Energy Australia for the connection of the gas meter. The Owner will incur service charges from Energy Australia after the meter has been fixed in position. (The meter is fixed prior to Handover of the home.) The Owner may arrange to change to an alternative gas provider after Handover.
- (b) At no time does Carlisle accept responsibility on the installation of gas lines. Carlisle has no control over the supplier in relation to the installation of the gas line, and as such, Carlisle recommends that the Owner involves themselves with any delays and even make a complaint to the Energy Ombudsman (Carlisle is unable to make a complaint on behalf of the Owner).
- (c) If the Owner wishes to take possession of the home with no gas, the Owner will be required to sign a deed to acknowledge such an agreement.

3.3 Electricity Supply

3.3.1 Underground Supply

The Building Contract allows for a single-phase power supply to be connected to the home directly from the relevant Authority's 240 volt underground power pit not more than 12m away. Carlisle is responsible for power usage charges for the duration of the Building Work. The Owner may arrange to change to an alternative electricity service provider after the completion of the Building Works.

3.3.2 Temporary power

- (a) When the power is unavailable the Owner is responsible to provide temporary power for Carlisle to use. The Owner agrees if at the completion of the frame stage, power is still unavailable, the Owner by way of variation will be charged \$250.00 for each day that a generator is required to carry out the Building Works up until the day power is available.
- (b) It is the Owner's responsibility (as the owner of the site) to ensure gas and power are available on the site at the time of completion. If it is not available and Handover is delayed, the Owner will be charged Settlement Damages (as defined by the Building Contract).

3.4 Sewerage and Stormwater

3.4.1 Main Sewer

- (a) Carlisle will provide connection of all wastes to the existing sewer main within the Land to the requirements of the Local Authorities.
- (b) As installed sewer drainage plans are submitted to the relevant water authority by the licensed plumber. These records are not kept by Carlisle or the licensed plumber and remain the property of the relevant water authority.

3.4.2 Stormwater

- (a) Carlisle will provide storm water drainage connected to an underground drain, or other discharge point within the Land as shown on the Final Plans. The layout of the drains shown on the Final Plans is an indication only and may be redirected on the Land by Carlisle or the drainage contractor. Carlisle will not advise the Owner of these changes if they occur and as such the Owner must take extreme care when excavating the Land to avoid damage to the drains.
- (b) At all times Carlisle will assume that there will be sufficient fall to the discharge point for the stormwater system to work effectively. If enough fall is not achievable, the Owner will be responsible for any associated works i.e. pits that are required.
- (c) In many instances, Carlisle will not be able to advise the Owner of additional drainage costs until after the Building Contract has been signed, and in some circumstances (especially on knock down

rebuild sites), not until after the Building Works have commenced. The most important aspect for an Owner in these circumstances is to understand that the majority of the building sites have a standard stormwater point that enables simple connection by Carlisle. There are extra costs when there is no point to connect to on the Land, there is no fall achievable to the connection point or the connection point is outside the block – possibly in the kerb or even in the next door neighbour's property. Carlisle will advise costs and raise a variation to the Owner prior to any additional works being completed.

- (d) The Owner acknowledges that they will be responsible for damage to any stormwater (or sewer pipe) that is identified as being damaged and where the Owner has installed concrete, paving decking or any other structure over the pipe.

4 FOUNDATIONS

Carlisle shall conduct a soil test to allow for a design appropriate to the foundation conditions of the Land for a concrete slab footing as required. The Owner is responsible for the ongoing maintenance of the concrete slab. This is particularly important, as the long-term performance of the Building Works is dependent on the correct care of the footing system. Advice on foundation maintenance is contained in the CSIRO Document and the VBA Document.

4.1 Trees

The Owner must take note that over a number of years trees may become a more serious concern to the foundations than they were at the time of the initial geo-technical report and slab design and as such need to be aware of ongoing issues with trees and shrubs within not only the Land but also all neighbouring allotments and nature strips. Carlisle can only design the slab for the existing Land conditions. If small trees exist near the proposed slab, the Owner will be required to monitor these trees and limit their growth. If this is not possible the Owner should install a tree root barrier. Professional advice should be sought by the Owner where required. Refer to the CSIRO Document and the VBA Document.

4.2 Concrete

Concrete used for the slab shall be 20MPA. 15MPA grade concrete may be used in pier or bulk pours.

4.2.1 Slab on Ground

- (a) The Building Works includes a reinforced concrete slab designed and certified by a Structural Engineer. The surface is to be finished with a mechanical trowel to provide a smooth finish. Cracking in concrete slabs is common and may not be a workmanship problem.
- (b) Alfresco and porch slabs (where included in the Building Contract) will be scuffed and damaged during construction and must be covered by an additional floor finish by the Owner (i.e. concrete or paving) after Handover to ensure design durability.

- (c) Adequate fall will need to be provided to alfresco and porch areas as part of any paving/tiling work, carried out by the Owner in order to prevent water ponding against the home.
- (d) If the Owner requests a drainage point to be provided to an alfresco or garage slab for a future sink, the Owner acknowledges that if the pipe is installed in the wrong location and has to be moved, Carlisle will only repair the slab surface. The Owner, as mentioned previously, is responsible for providing decking or a paved surface to the alfresco after the house is completed.
- (e) Minor chips, marks and variations in finish to the garage slab are unavoidable during construction due to access requirements. If the Owner requires a damage-free surface, Carlisle Homes recommends the Owner apply a paving paint or engage a professional contractor to apply a concrete floor coating after handover. If a drainage point is provided inside the garage for an Owner's future sink, the Owner acknowledges if the pipe is installed in a wrong location and has to be moved, Carlisle will repair the slab by providing the industry approved surface costing to the garage floor, subject to the Owner's cupboard not covering the repaired area.
- (f) Any major damage to the garage floor (as determined by Carlisle in its sole discretion) caused by rain during the slab pour may be rectified by use of an Ardex K301 compound or similar, at Carlisle's cost.
- (g) Where any gap exists between the brickwork in a garage and the garage slab, the gap can be filled with mortar or an approved concrete filler product at Carlisle's discretion.
- (h) Slab rebates can often protrude past or sit in from the face of the finished brickwork. Where the rebate sits in refer to clause 14.3 Face Brickwork. Where the rebate protrudes past the face of the brickwork, the rebate will be deemed acceptable where the protrusion is generally within 50mm. The Owner will simply be able to landscape over this slab protrusion. If the Owner installed concrete to this area, it will be up to the concreter contracted by the Owner to determine whether it is necessary for the rebate to be removed. The Owner will be responsible for the removal of the excess rebate. Any exposed reinforcement once the concrete is removed will need to be treated to ensure no rusting occurs. If the Owner requires further advice at the time, please contact Carlisle.
- (i) Generally, concrete floor levels may differ up to ± 15 mm in any room area and up to ± 6 mm in any 3m length. The overall deviation of the floor level to the entire building footprint shall not exceed 30mm. Difference in floor levels more than the above will only be defective if they occur within the first 3 months after the Certificate of Occupancy.
- (j) Category 1 cracking to the slab shall be monitored by the Owner for a period of 12 months, from the date Carlisle is notified of the crack.

- (k) Carlisle will not be responsible for foundation movement that is the result of:
- Existing trees or trees planted and growing near the footings and foundations;
 - an adjoining neighbour and/or property;
 - storms, fire, flooding, earthquake, vandalism, motor vehicles or extended period of drought/extreme weather;
 - fair wear and tear, or misuse or neglect;
 - any renovations, alterations or other structural changes (including for example landscaping works, attached pergolas/verandahs or drainage works) carried out by the Owner after the Completion Date;
 - a failure to install a full concrete apron to the perimeter of the dwelling complying to the relevant Contract Documents; and
 - a failure to install appropriate drainage to collect the water run-off from the concrete apron;
 - where site conditions occurring after the Completion Date, that are outside Carlisle's knowledge or control; or
 - where the Building Contract is terminated prior to the Completion Date, or if the Owner is in breach of the Building Contract or has not made payment in full to Carlisle of all sums claimed by Carlisle.
- (l) Any penetrations/punctures of up to 100mm in the vapour barrier membrane under the slab which occurs on site is not a defect. In some instances it is unavoidable, particularly where the slab steps down into the garage, porch and alfresco.
- (m) A Finished Floor Level (**F.F.L**) has been provided on the Owner's site plan. Carlisle is required to provide this due to the requirements of the Building Surveyor and current Building Regulations. Carlisle advise that due to discrepancies that can occur with site levels, if a dispute arises and the F.F.L is found to differ to the approved F.F.L on the Owner's site plan, the Owner will accept the difference from the original F.F.L to the onsite F.F.L subject to the relevant building surveyor approving the Certificate of Occupancy and site cut and fill levels being similar to what was stated in the tender documentation. Please note that the site levels may differ due to on site conditions such as wet weather by approximately 150mm beyond the normal control of Carlisle. Variances can also occur in the plans and the documentation produced by the Surveying company that takes the levels. The intent of this clarification is to note that Carlisle will ensure that the building doesn't exceed the permissible maximum heights and the site cut and fill levels noted are more critical to the Owner (as the customer) than the noted FFL on the building permit plans.

4.2.2 Slab Maintenance and Foundation Movement

- (a) Maintaining site drainage at all times is critical in ensuring the long-term performance of the footings as designed by Carlisle. The footings are designed to cater for anticipated seasonal soil

movement without significant distress to the structure provided the site is only subject to normal moisture conditions. The Owner is responsible for the maintenance of the building and the site. This onus includes ensuring that normal moisture conditions prevail on site and where possible, not to allow abnormal moisture conditions to develop or persist.

- (b) The best method to help reduce the possibility of distress occurring in a dwelling is to ensure a constant moisture regime around the entire dwelling throughout the year. The Owner must ensure compliance with the following to reduce the incidence of abnormal moisture conditions:

Landscaping

- Slope garden beds installed around the home away from the building and assess whether additional drainage is required to reduce the likelihood of abnormal moisture conditions.
- As a general rule, do not plant trees within a distance from the building which equates to their mature height.

Drainage works by Owner

- Where additional drainage works are carried out by the Owner for items including but not limited to landscaping and pergolas, any connections or adjustments to the existing storm water drainage system should only be carried out by a licensed plumber. Where additions or modifications have been made to the stormwater system by the Owner that prevents Carlisle from carrying out a flood test of the system, any additional costs to repair the stormwater system will need to be paid by the Owner. The Owner should insist that all drainage works have a plumbing certificate issued by the licensed contractor for those works. Where there are issues with the stormwater system as a result of additional drainage work, the Owner will be required to supply Carlisle with the Plumbing Certificate of Compliance upon request.

Plumbing Leaks and Water Overflow

- Do not allow leaking taps or the overflow from Hot Water Services and Air Conditioning units to discharge adjacent to the house footings

Concrete and Paving Around the Dwelling

- Correctly installed concrete paving around the entire perimeter of the dwelling can help to normalise the moisture conditions of the foundation soils and is required to be installed with appropriate drainage to collect the water run-off from the concrete apron.
- Concrete paving or paths should slope away from the building at a minimum of 50mm for the first 1 meter from the building.

- Pathways should be separated from the structure with a layer of Bituminous Caneite or “Ableflex” which is caulked in order to stop water running to the foundations.
- Avoid placing large expanses of concrete paving on one side of the house and having gardens or barren areas on the other. This can result in uneven moisture conditions
- Ensure adequate and consistent (but not excessive) garden watering in warmer months and maintain adequate site drainage in wetter months. Over-watering may lead to excessive movement and damage to the home. Watering systems must be carefully placed and monitored to avoid over-watering.

Note: The above information is provided for general guidance only in relation to the ongoing maintenance of the new home in order to reduce, but not eliminate, the possibility of distress occurring. It does not purport to address site specific conditions. Please refer to the CSIRO Document and the VBA Document for further information.

4.2.3 Paving (where applicable)

- (a) Concrete for paving shall be 75mm nominal thickness for pathways and 100mm nominal thickness for driveways, both with F52 Reinforcing Mesh.
- (b) Pursuant to clause 11.1 of the HIA Guide to Materials & Workmanship for Residential Building Works cracking in concrete paving is common and may not be the result of unsatisfactory workmanship. The most common causes are generally attributable to:
 - concrete shrinkage;
 - foundation movement due to variations in moisture content because of:
 - seasonal changes
 - drought
 - garden watering
 - drainage problems;
 - the action of trees;
 - commercial or heavy traffic.
- (c) Cracking resulting from causes attributable to site conditions or external influences, e.g. new or existing trees, commercial/heavy vehicle traffic, use of sprinkler systems or sprinkler systems installed by others after construction, and not part of the Building Contract, will not be attributable to Carlisle.
- (d) Any uncontrolled cracking of concrete located in trafficable or exposed areas within 3 months of Handover, due to allowance not being made for shrinkage or general movement of the concrete (i.e. slip joints around verandahs posts, control joints, isolation joints, etc.)

or as a result of unsatisfactory workmanship, will be Carlisle's responsibility.

- (e) Pursuant to clause 11.4 of the Guide to Materials & Workmanship for Residential, variations to colour and texture of concrete paving finishes will occur and are therefore not a defect.

4.2.4 Earthworks

- (a) Carlisle will carry out the earthworks as required to provide a level platform to the building area. The step down between the home and the garage will be 1 to 2 brick courses. Should the Land conditions or the resulting driveway gradient exceed 1:5 then the step down may be increased at Carlisle's discretion. Where the excavation exceeds 300mm in depth, Carlisle will only provide riser pipes from the storm water system for the future connection of sub-surface drains by the Owner to be incorporated into their landscaping and/or paving. The Owner must also take note of clause 30 of this Specification and the terms and conditions of Carlisle's 25 Year Structural Guarantee.
- (b) The finished floor level of the home will be at the discretion of Carlisle unless the slab level is referenced to an AHD level. Where an AHD level exists on the Land, Carlisle will ensure that the slab is at or above the required level. The actual finished floor level of the home may affect any noted measurement relating to the height of any building element when measured to the ground level drawn on the Final Plans.
- (c) No agricultural drains will be provided by Carlisle unless specified and priced into the Contract Documentation. Surface drains should be integrated with landscaping and soil retention (by the Owner at the Owner's cost) to divert water away from the home.

4.2.5 Retaining Walls

- (a) Carlisle will provide a brick retaining wall to the garage where required by the Building Surveyor and where included in the Contract Documentation.
- (b) Sleeper retaining walls are to be installed by Carlisle only where included in the Contract Documentation and to the extent shown on the Final Plans.
- (c) Retaining walls are generally positioned 100mm to 300mm approximately from the boundary.
- (d) Owners need to be aware that water will leak into the garage if the neighbour runs watering systems against the garage wall (if the garage is on the boundary) and neighbours should not build up their soil levels over the weepholes of the garage.

5 TERMITE RISK MANAGEMENT

- (a) Carlisle will provide a chemical or physical barrier treatment to protect the home, where identified as a risk by the Responsible Authority, in accordance with AS3660.1, and allowed for in the Building Contract.
- (b) To ensure termite protection measures are maintained they need to remain visible for annual inspection.
- (c) Any landscaping or change in soil levels around the external perimeter of the dwelling WILL disturb the barrier. If disturbed, unless the barrier is re-instated, the home will be unprotected and the Termite Installer's warranty will be void. Refer to the "Termite Protection Warranty Package" provided to the Owner at Handover.
- (d) The first annual inspection will be required twelve (12) months from the date the termite system was first installed, which will normally be anywhere from one (1) month to three (3) months before handover. Any delays to the Owner taking possession of the property does not pass the responsibility of the annual inspection to Carlisle.
- (e) **NOTE:** Many of the materials used in domestic construction are subject to termite attack. It is the responsibility of the Owner to ensure that an appropriate expert in termite control inspects the home at least annually for evidence of termite attack. Failure to have annual inspections and recommended re-treatments will void the warranty obligations of Carlisle.

6 FRAMING

6.1 Walls

- (a) Generally, MGP10 pine plates and F5 or MGP10 studs, with 90mm x 35mm nominal width studs at 600mm maximum centres are used for load bearing and non-load bearing walls. Ground floor load bearing walls are to have studs at 450mm or 600mm maximum centres.
- (b) Bracing to walls shall be provided to the satisfaction of the relevant Building Surveyor.
- (c) When two rows of noggings are provided to doorways, a continuous row of noggings cannot be provided to the wall involved.
- (d) Subject to 6.1(e), walls are to be within 5mm from vertical over any 2-metre height. The face of wall framing to be sheeted must not bow or deviate from a flat plane by more than 5mm over 2 metres.
- (e) Walls in bedrooms and hallways that have been plastered and painted are acceptable if:
 - they are within 15mm from vertical over the height of the wall; and
 - any bow or deviation is not visible from a normal viewing position.
- (f) 90mm timber framed walls can overhang the concrete slab by a maximum distance of 25mm as long as the overhang does not exceed 3 metres in length and that the majority of the frame is fully supported by the slab. Where

the overhang exceeds the specified allowable overhang, Carlisle will request its engineer to provide a written letter identifying the rectification method. Upon receipt of the engineer's letter, Carlisle will complete any rectification works as recommended by the engineer.

6.2 First Floor Joists

Pine joists to suit spans, or prefabricated type typically installed at 450mm centres.

6.3 Flooring to Floor Joists

- (a) Platform (particle-board) flooring is to be glue fixed and nailed to floor joists using 75mm framing nails spaced at 150mm nominal spacing's along the edges and 200mm nominal spacing's for intermediate fixing.
- (b) The first floor flooring level tolerance will generally be equivalent to that used for the concrete slab.
- (c) Particleboard flooring, under carpet or timber flooring in a trafficable area should not create reflected noise (squeaking/creaking when walked on) within 3 months of Handover. Reflected noise caused by shrinkage or expansion of the floorboards from sunlight, climate conditions and/or artificial heating or cooling appliances will not be considered a defect. Reflected noise will not be considered a defect after 3 months from Handover. Generally, timber floor levels may differ up to ± 15 mm in any room area and up to 6mm in any 3m length. The overall deviation of the floor level to the entire building footprint shall not exceed 30mm. Difference in floor levels more than the above will only be defective if they occur within the first 3 months after the Certificate of Occupancy.

6.4 Roof

Prefabricated pine roof trusses installed as detailed by the truss manufacturer.

6.5 Non Load Bearing Walls

- (a) Internal non-load bearing wall openings will not require a lintel to support the opening.
- (b) Non loadbearing internal walls can have in some instances, mixer taps notched into the stud by up to 40mm, provided that stud spacings are not greater than 300mm cts.

6.6 Alfresco Beams and Garage Beams

Knot holes, gum veins, chips, splits and small markings are a standard characteristics of alfresco beams. At an additional cost to the Building Contract, the Owner can request for the beams to be lined with AC sheet cladding to improve the cosmetic characteristics of the beam. Clearance is not required between the alfresco beams and/or porch beams and the brickwork.

6.7 Porch Posts

Treated pine or cypress posts where used may twist and split. The post will be deemed to be fit for purpose subject to the post not twisting more than 25mm. Large splits (being greater than 2mm) in the post will be filled as required.

7 WINDOWS AND DOOR FRAMES

7.1 Aluminium Windows

Carlisle will provide aluminium sliding, awning or fixed windows with MDF reveals as noted on Final Plans. Aluminium windows will be installed using 4No. (minimum) galvanised bullet head nails. Windows will not be fixed in place using packers. Window rubbers, when left short of the main brick wall beside the window by up to 20mm, can have the gap caulked with matching silicon. Rubbers left short by greater than 20mm will require the rubber to be replaced.

7.2 Timber Windows

- (a) Provide timber windows and timber door frames as noted on Final Plans.
- (b) Timber windows that bind will only be adjusted during the 3 months' maintenance period pursuant to clause 39 of the Building Contract.

7.3 Touch up Repairs

Touch ups and repairs will be completed by Carlisle or a window manufacturer to any aluminium windows or door sill scratched or damaged during construction. Carlisle cannot guarantee that the windows will not be scratched during construction.

7.4 Regular Cleaning of Windows

Tracks and rollers should be cleaned as well as the glass and frames. Clear anodised or power coated-surfaces should be washed with a mild detergent and clean water to remove deposits. If the product is exposed to salt air or industrial pollutants, it should be washed regularly.

8 GLAZING

- (a) All glass in windows and doors is to comply with to the relevant standard used by the manufacturer.
- (b) Scratches in glass will be considered a defect only when visible internally and from a normal viewing position. The line of sight must be 1.7m above floor level and a minimum distance of 1.5m perpendicular to the face of the glass. Scratches in glass cannot be considered a defect if only visible when the glass is in direct sunlight. Minor scratches will not be deemed a defect if they are within 30mm of the edge of the glass. Scratches in glass identified after Handover will not be deemed a defect.

9 DOORS

9.1 Front Door

Carlisle will supply and install a front door as noted in the Contract Documentation.

9.2 Laundry Door

Carlisle will supply and install a laundry door as noted in the Contract Documentation.

9.3 Garage Doors

- (a) Pre-painted steel garage doors can be touched up and repaired where required subject to the repair not being visible from a normal viewing position of 1.5 metres away and no closer than at a 45-degree angle to the door.
- (b) The pre-painted steel garage doors at times require the track to be fitted to a piece of 25mm timber packer which is then fitted against the brickwork. Where a packer is required it will be painted to suit the surrounding colours.
- (c) Minor scratches, chips and other markings on the surfaces of the garage door that are not clearly visible in direct view of the observer in normal lighting conditions at a minimum distance of 1500mm from the surface will not be considered a defect.
- (d) Carlisle will supply and install a rear garage door as noted in the Contract Documentation and/or Final Plans.

9.4 Internal Doors

- (a) Carlisle will supply and install pre-hung flush panel doors as noted on the Final Plans.
- (b) Unless noted otherwise, the standard internal door height is 2040mm.

9.5 Maintenance

- (a) Doors and window locks, handles, latches and hinges should be wiped down regularly and the moving parts lubricated with dry lubricant.
- (b) Some popular materials for door and window fittings will tarnish over time and with regular use.
- (c) Screws on locks and hinges may require occasional tightening, particularly if they are subject to frequent use.
- (d) Carlisle may adjust some doors and handles for the Owner at the three (3) month maintenance inspection, but Carlisle will not provide any additional warranty beyond the three (3) months maintenance period.

10 FIXING

10.1 Architraves and Skirtings

- (a) Carlisle will provide and fix selected MDF architraves and skirtings to wall and floor junctions as required. Unless otherwise specified, door clearances are considered normal where clearances are:
 - for standard internal doors, between 2mm and 5mm between the jamb and the door;
 - for garage pedestrian door, between 2mm and 6mm between the jamb and the door; or
 - between 1mm and 5mm between the leaves of adjoining doors.
- (b) Gaps between mouldings or between mouldings and other surfaces will only be considered a defect within the first three months from Handover. After the

maintenance period is complete, all shrinkage cracks will not be considered a defect.

- (c) Clearance under internal doors is to be between 20-30mm to the finished concrete slab level or particleboard floor level. Owners must advise Carlisle (and a variation must be raised) if a specific height is required (particularly for timber floors).

10.2 Shelving

- (a) Carlisle will provide built in wardrobes, linen cupboards and pantries in positions shown on Final Plans with melamine shelving and chrome rod hanging rail to wardrobes (unless otherwise specified in the Contract Documentation).
- (b) All shelving against plaster walls will be fixed in position.

10.3 Manhole

- (a) Carlisle will provide a manhole with particleboard/whiteboard cover to position as noted on Final Plans or a position as nominated by the Builder (due to position noted on the Final Plans not being a viable option due to construction constraints). If the location of the manhole is nominated by the Builder (in a different location to the Final Plan) the Builder will issue a Variation to identify the change prior to construction of the manhole.
- (b) Where required due to the high possibility of theft of a heater, Carlisle can increase the manhole in length to enable the heating contractor to install the heater towards the completion of the job.

11 STAIRS

- (a) Internal stairs are generally a MDF construction with staining grade hand rails and bottom two treads, pine newel posts and metal balusters or as noted on the Contract Documentation. The following tolerance values may be applied to the nominal values of the stair construction:
 - (i) Bottom riser - tolerance of 15 mm.
 - (ii) Top riser (top of stair) - tolerance of 15mm below nominal value and 5mm above nominal value.
 - (iii) Intermediate risers - tolerance of 5mm.
- (b) The balustrade will be a minimum height of 1020mm above the unfinished floor level to accommodate either tiles or carpet. It is the Owner's responsibility to advise Carlisle if the balustrade needs to be higher than 1020mm to accommodate their chosen floor covering. The Owner must ensure a variation is raised for this by Carlisle and that they agree to pay the extra cost required.
- (c) The bottom two treads of the staircase are finished using Cabot's Interior Varnish stain and Intergrain UltraFloor with 5% UltraGrip only or as nominated in the Contract Documentation.
- (d) Carlisle will provide a non-slip application to any KD treads.
- (e) Due to a display home being maintained over a period of 2-3 years, the stain/paint colour of the stairs may appear different to the stain/paint colour

finish in your home. Any colour variants in stairs from the display home will not be considered a defect as the stain/paint colour on the display home stairs may be different due to extra coats applied during the maintenance of the display home. The stain colour to be used will be as specified in the Contract Documentation.

- (f) The timber sourced by Carlisle for staircases is subject to environmental and government policy considerations outside of Carlisle's control. Carlisle may, at any time, elect to change the timber used for its staircases (currently Vic Ash) to an alternative such as European Beech. A change in timber may alter the aesthetic of the staircase and result in an additional cost to the Owner. In the event of a change in timber source, Carlisle Homes will provide written notification and the Owner must select a new staircase by way of Contract Variation.

12 THERMAL INSULATION

- (a) Carlisle Homes specification requires that the home achieve a 6 star energy rating. To determine compliance of the energy efficiency requirements of a new home, a thermal performance assessment (Energy Rating) must be undertaken. The 6 star standard applies to the thermal performance of the building fabric, and must include the installation of either a solar hot water system or a rainwater tank for toilet flushing.
- (b) The thermal performance assessment is a comprehensive evaluation of building envelope/fabric performance which includes:
- construction materials
 - window glazing specification and orientation
 - wall & ceiling insulation details
 - orientation of the building
 - neighbouring buildings
- (c) There can be instances in which wall or ceiling insulation may not fully cover a particular area of the home due to building works concealed in the walls and ceiling. Examples of this could include plumbing, heating and electrical works, including lighting fixtures & power-points taking up space in the walls or ceiling. To meet compliance, all aspects of the building fabric are taken into consideration, and the rating does not necessarily require all walls and ceilings to be fully covered.

13 ROOF COVER

13.1 Tiles

- (a) Provide concrete roof tiles as indicated on the approved Contract Documentation and lay to roof pitch as shown on Final Plans. The roof batten sizes for trusses up to 600mm centres are to be 42mm x 35mm pine or 50mm x 25mm hardwood.
- (b) Installed roof tiles will comply with the Australian Standards 2049-2002 and 2050 – 2002.

- (c) All valleys are to be provided in zincalume finish and are not pointed (dry valley). Scratches to the valleys are unavoidable and will be acceptable. All scratches/cuts to valleys can be touched up with a suitable cold galvanising application subject to the touch up being done before the valley iron shows any signs or rusting to the scratch/cut, ensuring the life and appearance of the valley iron. All small chips, transport marks or discolouration to roof tiles are acceptable when they are not visible from ground level or where approved by the roof manufacturer. Deep scratches or sheared edges will be reviewed by the roof manufacturer and replaced if necessary. The manufacturer may choose (in its sole discretion) to either replace tiles or to colour respray the roof. All manufacturer guarantees will still apply.
- (d) A roof service is carried out on the property prior to the home being handed over to the Owner. Carlisle will cover cracked and broken roof tiles for the first three (3) months after the home is handed over to the Owner, subject to them not being cracked by the Owner or subcontractors engaged by the Owner doing works on the roof. All guarantees relating to the roof will be void if the Owner or subcontractor have been on the roof. After such time, Carlisle will not be responsible for broken/cracked roof tiles and for any resultant water damage from a roof leak due to broken/cracked roof tiles.

13.2 *Metal Roof*

- (a) Carlisle will provide Zincalume or pre-painted steel sheet roofing as indicated on the approved Contract Documentation and as shown on Final Plans.
- (b) Deck roofs to facades (porticos & parapets) when damaged during construction will be patched or repaired by Carlisle (at Carlisle's sole discretion) if the surface is not visible from the street level.
- (c) Small dents in the main corrugated pre-painted steel roof including the garage or any lower storey roofs (where applicable) are acceptable when not visible from the ground level.
- (d) The Owner is required to occasionally clean the sheet roofing to improve its appearance. Movement due to temperature changes that metal roofing experiences can lead to roof fixings becoming loose or dislodging. It is important for the Owner to inspect the roof periodically and if fixings or flashings require maintenance or repair this should be carried out immediately by a licensed or registered plumber.

13.3 *Fascia, Gutters & Downpipes*

- (a) Carlisle will provide colour bonded fascia, slotted colour bonded quad profile gutters and 100 x 50mm downpipes as shown on Final Plans. Provide 75mm round downpipes (at the discretion of Carlisle) on spacer brackets in lieu of 100mm x 50mm rectangular down pipes to rendered houses.
- (b) Scratches in any colour bonded product will be touched up by Carlisle prior to handover. If the Owner does not agree to the colour bonded product being touched up as required, the Owner must request a variation in the amount of \$1,500 plus GST (single storey homes) or \$2,500 plus GST (double storey homes), plus additional scaffold costs to be quoted on request, to have Carlisle paint the fascia, gutter and downpipes. Should fading occur after

handover of the home, the Owner may arrange for their own painting of the gutters.

- (c) Profiles, colours and brands of fascia and gutter vary between suppliers and as such profiles, colours and brands on display may vary from the profile, colour or brand used on Owner's homes. Such variations will be minor only.
- (d) Gutters and downpipes should be securely fixed and not leak at joints and the like, under normal weather conditions.
- (e) Gutters will retain up to 10mm of water for up to 3 days after the cessation of flow.

13.4 Eaves

- (a) 450mm eaves are to have trimmers installed across the full width of the eaves at 1200mm centres.
- (b) 600mm or 750mm eaves are to have trimmers installed at 600mm centres.
- (c) Owners should be aware that in high wind areas some eave sheets may rattle occasionally.
- (d) Trims including fascia boards should also be inspected and maintained.

14 BRICKWORK

14.1 Bricks

To be clay as specified in the Contract Documentation.

14.2 Mortar

- (a) To be uncoloured natural finish, and a nominal mix that may vary between 1 part cement, 0 part lime and 5 parts sand to 1 part cement 1 part lime and 10 parts sand.
- (b) Mortar will be considered to be acceptable if it passes the durability test in accordance with Appendix FA of AS3700.
- (c) In some instances, a qualified mortar tester may recommend that Carlisle apply an alkaline sealant treatment or equivalent to the surface of the mortar including the brickwork. In such cases (at Carlisle's discretion) Carlisle will provide the treatment at its own expense. Carlisle will notify the Owner of its intention to apply the sealant prior to carrying out the work. The Owner agrees that a variation to the Building Contract will not be required.
- (d) Where mortar is deemed unacceptable by Carlisle or Carlisle's mortar tester (including being unacceptable for the sealant treatment), two options are available at Carlisle's sole discretion, Carlisle will either:
 - (i) repoint all the brickwork where the mortar is deemed unacceptable; or
 - (ii) render the home (or the affected area if it can be isolated) for the Owner. Where render is the selected option, the Owner agrees that Carlisle will bear the cost of the rendering but the Owner also agrees that no financial payment will be made for Carlisle to provide the render in lieu of face brickwork.

- (e) Mortar colour will vary over the brickwork area due to variations in sand colour and cement products. Mortar colour variations will generally disappear once the mortar has cured. Minor variations to mortar colour are acceptable. Distinct mortar variations, at the discretion of Carlisle, will be treated with Nawkaw mortar treatment (or equivalent treatment) to provide an acceptable or equivalent finish.
- (f) The Owner can be provided with a copy of a guarantee on request once the work is completed. Mortar to brick sills will generally vary in colour due to the sills being laid after all other brickwork has been completed and also due to being on a different plane to the main brickwork.

14.3 Face Brickwork

- (a) External brickwork – rolled or raked joints as specified in the Contract Documentation.
- (b) Inside garages – rolled or raked at the discretion of Carlisle.
- (c) Jointing to brick sills and corbelling will be either rolled or raked at the discretion of Carlisle.
- (d) Masonry bed and perpend joints will be a nominal 10mm in width or consistent with the joint dimensions constructed at the display home. Mortar joints may vary due to the type of brick. With irregular shaped bricks, a variation of joints of up to 10mm may occur.
- (e) Perpend widths may deviate from the specified thickness of the perpend by ± 5 mm average over a length of wall and the maximum deviation of perpend thickness in any wall can be 10mm maximum.
- (f) Where undersized bricks are used, perpends up to 25mm wide can be used on panels up to 5 bricks wide. These panels will be viewed in isolation to the remaining brickwork and will not be used in determining the maximum perpend variation of the entire wall.
- (g) Bed joint widths may deviate from the specified thickness of the bed joint ± 4 mm average over the length of any wall. Bed joints, where undersized bricks are used (less than 76mm high) can be increased by the difference in brick size with the addition of the nominated ± 4 mm tolerance on top of that difference. A 18mm tolerance for bed joints to any brickwork is acceptable subject to the tolerance occurring at no more than 1 course in every 15 courses.
- (h) Base bed joints that are not exposed above the finished ground level are defective if they are greater than 50mm. Any slab to the alfresco or porch shall not be considered as the finished ground level due to the requirement for the Owner to provide an additional floor finish after Handover, and as such a split brick may be used to provide an appropriate level for the balance of the brick wall to be built. The Owner's paver/tiler will need to screed the alfresco to provide an adequate finish to the bottom of the brick wall and to provide fall away from the house walls.
- (i) During the brick manufacturing process, bricks may develop hairline cracks. Cracked bricks will be acceptable when inspected and approved by the brick manufacturer.

- (j) During the delivery and laying process, bricks may be chipped. Chipped bricks (as determined by the manufacturer) will be acceptable if they represent less than 7% of the total bricks laid in the walls of the home including the garage. Chipping is a characteristic of some bricks and will not be classified as a defective (unless determined by the manufacturer in writing).
- (k) All single skin garage walls will have the back of the brick facing inside the garage. The back of the brick will not be representative of the face of the brick and will have imperfections and blemishes that are part of the manufacturing process. Unevenness on the reverse side of the faced brick wall where it is exposed is not a defect.
- (l) The back of the brick will be noticeable on two storey homes where the AC sheet claddings are provided above lower storey roof lines. The brickwork to this area of the back of the brick can be finished with a flush, rolled or raked finish.
- (m) Where necessary, at Carlisle's discretion, either a timber or an aluminium infill will be provided beside a window where the regular brick panel size cannot be achieved due to undersized bricks.
- (n) Brickwork to rendered areas can have a +12mm/-5mm deviation from the nominated bed joint thickness and +20mm/-7mm deviation from the nominated perpend joint thickness, noting that the rendered surface will cover all bed joints and perpend.
- (o) Surface undulation and or deviation in rendered walls only visible in direct sunlight will not be considered a defect.
- (p) A 110mm wide masonry wall can overhang the concrete slab by a maximum distance of 25mm. Where the masonry wall overhangs the slab, the 25mm allowance is only applicable if the distance of the overhang does not exceed 3 metres and that the majority of the brickwork does not overhang the slab by more than 15mm. Where the overhang exceeds the specified allowable overhang, Carlisle will request its engineer to provide a written letter identifying the rectification method. Upon receipt of the engineer's letter, Carlisle will complete any rectification works as recommended by the engineer.
- (q) Cracking to brick walls where Category 2 or below will need to be monitored by the Owner for a period of 12 months once Carlisle has been notified.
- (r) The misalignment of perpend is not a defect. There is no requirement to align the joints in a masonry wall due to the variable location of wall openings and the size variations of masonry units.
- (s) The maximum deviation of a bed joint from horizontal is to be generally no more than 12mm in any 10 metre length and no more than 17mm on any wall greater than 10 metres in length. The alignment of a bed joint between different walls will be up to plus or minus 20mm.
- (t) The maximum horizontal or vertical deviation of a brick wall from a plane surface (bow) in any 3 metres length will generally be no more than 6mm. The Guide to Standards and Tolerances cannot apply when bows in walls and deviation (steps) of any exposed brick surface from any adjacent

exposed brick surface are the result of curved face bricks that have been selected by the Owner. The measurement will be taken by using a 3 metre straight edge and measuring at the corner of the masonry units (the central section of the brick is not to be measured as it will distort the bow in the wall).

- (u) External rendered surfaces on masonry substrate that have fine cracks will not be considered a defect if after a monitoring period of 12 months, the crack does not exceed 2mm in width. Cracking to rendered walls where Category 2 or below will need to be monitored by the Owner for a period of 12 months once Carlisle has been notified. Where rendered walls do require to be repaired, an approved sealer paint finish may be applied (at Carlisle's discretion) over the rendered surface in lieu of retexturing the rendered walls.
- (v) Where the face brickwork quality is deemed to be defective by Carlisle, two options are available to Carlisle:
 - (i) demolish and replace the defective brickwork; or
 - (ii) render the home (or the affected area if it can be isolated) for the Owner. Where render is the selected option, the Owner agrees that Carlisle will bear the cost of the rendering but the Owner also agrees that no financial payment will be made for Carlisle to provide the render in lieu of face brickwork.
- (w) All rendered surfaces (where applied) will fade over a period of time. The fading is not a defect and must be rectified by the Owner by applying an external paint finish over the render. To prolong the life of the finished render, a sealer coat can be applied by Carlisle at an extra cost to the Owner during construction. If the sealer coat is required by the Owner, the variation must be made prior to commencement of the Building Works.
- (x) All brickwork outside the tolerances as stated in the Guide to Standards and Tolerances and the tolerances detailed above will be acceptable if it applies to less than 10% of the brickwork.

14.4 Damp Proof Course

- (a) Carlisle will install embossed high impact resistant black polyethylene film.
- (b) The damp proof course is to sit up to 20mm back from external face of brickwork.
- (c) When rendered, the damp proof course may create fine hairline cracking around the perimeter of the house. Hairline cracking in mortar or render is not considered to be a defect. Carlisle, by variation and at an additional cost to the Owner can provide a control joint at the level of the damp proof course to better conceal the hairline cracking that can occur in the mortar and render. Cracking in render at the damp proof course installed above windows and at approximately the first floor level of a 2 storey home shall not be considered defect as Carlisle has no option but to install the damp proof course.
- (d) Porch or alfresco areas once concreted or paved will not have the required clearance between the damp proof course and the finished level of the porch or alfresco.

- (e) Carlisle will upon completion of the Building Works, backfill the Land to provide fall away from the home. In instances where enough soil is available on the Land, Carlisle will backfill to the bottom edge of the first course of brickwork. Where enough soil is not available from the Land, Carlisle will only be responsible for ensuring fall is provided away from the home. Where this occurs, the side edge of the slab will be exposed. Where the Owner carries out concrete works after the completion of the home, the Owner may need to remove some soil spread around the Land to provide a minimum 75mm clearance between the finished concrete level and the bottom of the damp proof course (weepholes). Please note that neighbours should not be allowed to backfill above weep holes on garage boundary walls.

14.5 Articulation Joints

- (a) Provide articulation joints to nominated positions on Final Plans. Caulk joints with coloured mastic sealant (colour to be selected by installer). Flexible sealants and mastics do not always come in colours that match masonry. Colour matching should be as close as practicable from available materials and colours, at the Builder's sole discretion. Cracking of sealants in control joints is not a defect.
- (b) When the home is rendered, the articulation joints will be covered with the final coat of texture only to maintain a consistency in the external appearance of the rendered wall. If the Owner does not want the final texture coat to be applied over the articulation joints, the Owner must request by variation to delete the render to all masonry walls and complete the works themselves after Handover. If the works are completed by Carlisle, the Owner accepts that hairline cracking in the articulation joints are not a defect.
- (c) Articulation joints to the garage door are shown to the outside skin only.
- (d) Skirting tiles to balconies will breach the articulation joints.
- (e) Expansion joints will be neatly cleaned by Carlisle.

14.6 Window Sills

- (a) Generally timber windows are to have a 5mm nominal clearance to the brick sill downstairs and a 10mm nominal clearance to the brick sill upstairs.
- (b) All aluminium windows are to have the sill brick fitted to the underneath of the manufacturer's sill rubber.
- (c) When rendered, these clearances will be reduced by 5mm.

14.7 Brickwork Lintels

- (a) Carlisle will provide galvanised mild steel lintels to support brickwork over openings as nominated on Final Plans.
- (b) On a double storey home with upper floor lintels, all lintels can remain galvanised at Carlisle's discretion.
- (c) Infill's can be provided where brickwork lintels do not sit directly on top of the window or door. Timber infills will be fitted prior to the Fixing Stage. Aluminium infills will be fitted approximately 2 weeks before the completion of the home.

- (d) Upper floor windows that sit on a bath hob or windows that are nominated at a height below the eave will have a cement sheet or rendered foam infill fitted.
- (e) In alfresco, porch and balcony areas, only 1-2 courses of brickwork may be provided over brick lintels. If the Owner wishes to have a minimum of 3 courses of brickwork over the brick lintels, the Owner must either raise the ceiling height by a variation or request that Carlisle drop the window heights where possible. For sliding doors and bifolds to alfrescos, porches and balconies, the Owner will need to request that Carlisle provide an AC sheet infill or rendered foam over the door by a variation and at a cost to the Owner of approximately \$1,500 per door. The variations must be requested before the Contract is signed.
- (f) In some instances, wire cut bricks will have the holes in the bottom of the brick showing across lintels at windows and doors.
- (g) Masonry may overhang the lintel support and in some instances, an engineer may inspect and sign off on an overhang in excess of the tolerance noted.

14.8 Brick Veneer Walls

- (a) Carlisle will provide a minimum cavity of 25mm (except where bracing is positioned on the external walls) with weep holes and damp courses. Service pipes and in particular gas pipes in low gas pressure areas may extend across the full width of the cavity.
- (b) Cavities may be reduced by an additional 10mm than that stated in the Guide to Standards and Tolerances and the NCC.
- (c) In some instances, it may not be possible for garage brick boundary walls to have the brick jointing done as specified or for the garage brickwork to be cleaned. Any job with a neighbouring abutting garage wall or some jobs where the neighbouring property is established are examples of when this may occur. If the Owner, is concerned about the finish of the boundary wall, they should seek permission in writing from the neighbour for Carlisle to enter the property when required. This letter needs to be provided to Carlisle prior to commencement of the Building Works.
- (d) Sisalation paper is not required to be installed by the Builder to the external garage walls .

14.9 Weather Proofing of Garage Walls

The NCC does not require the garage area to be weatherproofed. At times water can enter a garage through single skin brickwork and also under the front and rear garage doors. Double skin brick retaining walls built on the boundary will not be able to be waterproofed and an AG drain cannot be installed due to the requirement to encroach into the neighbouring block.

14.10 Masonry Wall Ties

- (a) Ties will be used to connect the masonry veneer wall cladding to the wall frame using either screws or nails.
- (b) The masonry wall ties are to be spaced at a maximum width of 600mm and a maximum height of 600mm.

- (c) At articulation joints, extendible cavity wall anchors will be used and the wall ties will be located within 600mm on either side of the expansion joint.
- (d) At windows and door frames, ties are to be fixed every 600mm to window/door studs both sides of the opening.

14.11 Brick Cleaning

- (a) All bricks must be generally clean of excess mortar to the face of the brick when viewed from a normal viewing position. Mortar embedded in indentations that are a characteristic of the selected brick will not be considered a defect where the brick clean has removed all other mortar smears and stains.
- (b) Voids and holes in the finished faces of mortar joints will only be filled by Carlisle where the void or hole extends through a minimum of 20mm of the mortars depth.
- (c) Brick cleaning to garage boundary walls may not be possible where neighbouring properties are established and occupied (see clause 14.8(c) of this Specification).

15 ALTERNATIVE CLADDING

15.1 Hebel

- (a) The Owner must not fix items to a Hebel panel without approved engineering or reference to Hebel's Guides, including (without limitation) decks, gates, pergolas, carports, basketball hoops. Fixing an item to the Hebel panel may cause damage to through vibrations and excessive loads.
- (b) The Owner may fix small items to a Hebel panel, and such items may include outdoor lighting, taps, downpipes, hot water services, clothes lines and hose reels.
- (c) When drilling holes into the Hebel panels, the Owner must use a masonry drill bit in a standard drill and must not have the drill on the hammer setting. Once the Owner has fitted the fixture/bracket to the Hebel panel, the Owner must gap fill around the hole with an external sealant to stop any water penetrating into the Hebel panel. The below table lists the recommended fixtures for light duty to medium duty items:

Fixings For Use With Hebel									
Light duty Upto 20kg Eg. -Outdoor light fittings, Taps, Downpipes, Other lightweight wall fittings					Medium duty 20 - 50kg Eg. -Large light fittings, Hot water services, Clothes lines, Hosereels, External wall fittings.				
Product	Type No.	Dia	Length	Max Load	Product	Type No.	Dia	Length	Max Load
 Hex Head Screw 14-10X50mm	Type 17	N/A	N/A	11kg*	 Powers Mungo Nylon Plug	MU10	10mm	60mm	21kg*
 Ramset Ramplug-nylon	DNP8	8mm	40mm	11kg*	 Ramset Ramplug	DNP12	12mm	60mm	20kg*
 Ramset Ramplug-nylon	DNP10	10mm	50mm	12kg*	 Tox-YTox Plug	12/60	12mm	60mm	26kg**
 Powers Mungo Nylon Plug	MU10	8mm	50mm	16kg*					

- (d) To maintain the external finish of the Hebel panels, the walls should be cleaned with water at least once a year. This removes dirt and other build-up such as contaminants on the surface. If the home is in a seaside location, the walls should be cleaned more often.
- (e) Routine checks of the walls by the Owner will help maintain the durability of the Hebel panels. The Owner should check (at least annually) for:
- (i) cracked or loose sealant around doors and windows;
 - (ii) minor surface marks (for example, scratches and knocks) can be patched by the Owner using the panel finish applied during construction;
 - (iii) signs of moisture under the eaves or anywhere within the home;
 - (iv) ponding around the base of the walls;
 - (v) garden debris from around the panels (which should be removed).
- (f) Concreted areas require a minimum fall of 50mm for every 1m away from the house.
- (g) When the damage to the walls goes deeper than the finish coat the integrity of the Hebel panel could be compromised and the Owner should seek professional advice from Hebel for the repair.
- (h) When the home is rendered Hebel, the vertical and horizontal control joints will be covered with the final coat of texture only to maintain a consistency in the external appearance of the rendered wall. If the Owner does not want the final texture coat to be applied over the vertical and horizontal control joints, the Owner must request by variation to delete the render texture coat to all vertical and horizontal control joints and for the caulking to be exposed. The caulking colour will be solely at the installer's discretion. The Owner accepts that the caulking will not match the colour of the render. The Owner accepts that hairline cracking in the vertical and horizontal control joints is not a defect.

- (i) The location of vertical and horizontal control joints are at the discretion of the supplier/installer and may differ from the relevant display home.

15.2 Cladding / Foam

- (a) Any fixtures and features attached to external cladding/foam walls by the Owner must be secured into the wall framing. The fastenings used by the Owner must be in accordance with the following table (as a minimum):

Fasteners	Timber Frame
Screw (100mm panel)	10G x 125mm CSK Head coarse ribbed Class 3
Screw (75mm panel)	10G x 100mm CSK Head coarse ribbed Class 3
Washer	40mm diameter plastic OrangeBoard washer

- (b) The fastenings must be protected by the Owner against corrosion.
- (c) Any render applied to the panels after Handover by the Owner must be applied according to the render manufacturer's installation requirements, with a minimum of two coats of render with one layer of embedded mesh between coats and one coat of primer/sealer preparation.
- (d) Routine checks of the walls by the Owner will help maintain the durability of the cladding/foam. The Owner should check (at least annually) for:
 - (i) cracked or loose sealant around doors and windows;
 - (ii) minor surface marks (for example, scratches and knocks) can be patched by the Owner using the panel finish applied during construction; and
 - (iii) signs of moisture under the eaves or anywhere within the home.
- (e) Routine checks of the balconies by the Owner, every six (6) months, will help maintain the durability of the cladding/foam.

16 WALL AND CEILING LININGS

16.1 Internal Wall Linings

To be nominated 10mm thick plasterboard in non-wet areas and 6mm villa board as specified to wet areas.

16.2 Ceiling Linings

To be 10mm ceiling plasterboard screw fixed directly to upper floor or ceiling joists.

16.3 Cornice

- (a) To be standard 75mm cove or feature as noted in the Contract Documentation.
- (b) Plaster cornices are defective if they deviate from a straight line greater than 6mm over a length of 3 metres.

16.4 Plaster Works

- (a) Subject to paragraph 16.4(b), plaster works in the Building Works will generally achieve a Level 4 finish as defined in AS/NZS 2589.1 and all plasterboard can be patched and repaired subject to the repair being completed to a Level 4 finish
- (b) Garages and inside of any cupboards will generally achieve a Level 3 finish (as defined in AS/NZS 2589.1) in that some minor tool marks and jointing edges may be visible. All plasterboard can be patched and repaired subject to the repair being completed to a Level 3 finish.
- (c) Plaster defects must be visible in natural daylight. All blinds (if installed) must be fully opened and lights must be turned off. All garages must have garage doors in the open position. No torches or floodlights can be used to inspect the quality of the plaster work. All defects must be visible from a normal viewing position at a distance of 1.5 meters and no closer than at a 45 degree angle to the wall or ceiling.
- (d) Where there is a dispute about the quality of the plasterwork, the Plasterboard suppliers' technical representative will inspect the Building Works and provide a written report to Carlisle and to the Owner detailing what, if any, works are required. Carlisle will follow all of the recommendations in the report.
- (e) Nail popping will only be repaired by Carlisle within the first 12 months if evidence exists that the nail popping has been caused by unsatisfactory workmanship. Normal timber shrinkage is not considered to be unsatisfactory workmanship by Carlisle.
- (f) Cracking in cornices, walls, ceilings and bulkheads will be repaired by Carlisle within the first 3 months. Where the cracking is a result of foundation movement as a result of the Owner's failure to properly maintain the Building Works after Handover, Carlisle will not be responsible for the repairs. Cornices should not bow out of alignment by more than 6mm in 3 metre lengths when checked using a straight edge.
- (g) Wall sheeting and junctions including internal and external corners are finished using a proprietary angle that requires the build up of plaster. This build up is generally in the region of 2mm to 4mm and will not allow a completely flat wall surface or give a perfectly square corner. Such build up is normal and acceptable.

16.5 Lightweight Wall Linings

Cracking in render applied to blue board or foam substrates are defects if they are greater than 2mm in width within the first 12 months and are visible from a normal viewing position at ground level.

17 ELECTRICAL FITTINGS

- (a) Provide white wall mounted switches wired to ceiling batten light fittings as noted in the Contract Documentation.
- (b) Provide white power points to positions shown on Final Plans.
- (c) Provide electrical appliances as noted in the Contract Documentation.

- (d) Provide mains wired smoke detectors as shown on Final Plans. It is important that the Owner regularly checks smoke detectors are operating correctly including testing batteries.
- (e) Provide meter box, switchboard, safety switch and direct wiring to fittings as required.
- (f) All works are to be compliant with relevant Authorities requirements.
- (g) All light and power point positions on electrical plans are an indication only and may differ on site due to construction constraints or location of timber members.

18 PAINTING

18.1 *Paint Type*

- (a) Colours are specified in the Contract Documentation however as paint brands and names vary between suppliers, an equivalent colour type of a different brand may be used. For example, a selection of Colorbond® “Monument” may be replaced with Colorcote® “Monolith. Paint finish to be generally free of dust, hair and paint skins and applied by brush, roller or spray in a workmanlike manner.
- (b) All paint can be touched up where necessary at Carlisle’s discretion.

18.2 *Timber*

For factory pre-primed timber, Carlisle will apply 1 coat of undercoat paint; and 1 coat of gloss enamel paint (where gloss finish specified).

18.3 *Walls (House)*

Carlisle will apply 1 coat of undercoat paint and 2 coats of interior matt washable paint. (paint selection is noted in the Contract Documentation)

18.4 *Walls (Garage – where applicable)*

Carlisle will apply 1 coat of undercoat paint and 1 coat of interior matt washable paint (paint selection is noted in the Contract Documentation).

18.5 *Ceilings*

Carlisle will apply 2 coats of flat paint.

18.6 *Doors*

- (a) Internal Doors: Carlisle will apply 1 coat of undercoat and 1 coat of gloss enamel paint. (paint selection is noted in the Contract Documentation).
- (b) Front Doors: Carlisle will apply 1 coat of undercoat paint and 2 coats of gloss enamel paint (paint selection is noted in the Contract Documentation).
- (c) Other External Doors: Carlisle will apply 2 coats of Weathershield paint (paint selection is noted in the Contract Documentation).
- (d) The tops and bottoms of internal doors are not required to be painted or sealed.

- (e) All woodwork and doors finished in gloss enamel will yellow over time (particularly inside robes & light colours). Owners must recoat all woodwork and doors after 12 months (or earlier if signs of weathering appear) and provide ongoing maintenance to the timber as required.

18.7 External

Carlisle will apply 2 coats acrylic paint to nominated surfaces as per the Contract Documentation.

18.8 Timber Windows and/or Door Frames

- (a) External timber windows and/or door frames: Carlisle will apply 2 coats of acrylic paint or wood stain/clear as specified in the Contract Documentation. Owners must recoat all stained/clear finished woodwork at 12 months from handover (or earlier if signs of weathering appear) and provide ongoing maintenance to the timber as required.
- (b) Different timber products will vary in colour regardless of stain being applied to the timber.
- (c) Timber cannot be stained to perfectly match timber look pre-painted steel garage doors.
- (d) All timber infill's to be treated pine and stained/clear as specified in Contract Documentation. Nail fixings will only be slightly visible when the painting is completed.
- (e) Timber doors and timber windows will be repaired by Carlisle if they bind within the first 3 months after Handover.

18.9 Paint Inspections

- (a) The Owners must inspect paintwork, including plasterboard, by standing at a distance of 1.5 metres from the paintwork and be no closer than a 45° angle from the paintwork. The CSIRO Report No.TR90/1, 1992 Illumination and decoration of flat surface, is also recommended to be used as a guide.
- (b) Due to a display home being maintained over a period of 2-3 years, paint colour of the walls may appear slightly different to the paint colour finish in your home. Any colour variants in walls from the display home will not be considered a defect as the paint colour on the display home walls may be different due to extra coats applied during the maintenance of the display home. The paint colours used will be as specified in the Contract Documentation.

19 FLOOR COVERINGS

19.1 Tiling

- (a) Carlisle will provide ceramic tiles (straight laid) fixed directly to plasterboard / villa board walls and fixed directly to platform (moisture resistant particleboard) flooring or concrete slab as noted in the Contract Documentation, and grouted on completion.
- (b) Tile Joint widths should be consistent throughout the installation. Wider joints may be required to accommodate larger tiles, dimensional irregularities in the

tiles and or to maintain modular discipline. Tile joint alignment should be consistent throughout the installation however provision should be made for variation in the type, size and quality of the tile. The joint width is at the discretion of the installer at the time of the installation.

- (c) When measured with a straightedge, the finished surface of the tiling should be flat and true to within a tolerance of $\pm 5\text{mm}$ in 2 metres from the required plane. Any tiled areas that are outside of this tolerance, will be replaced if the same tile batch is available. Where the same batch title is not available, the Owner will be given the option to leave the tiled area as is or accept replacement tiling with the tiles being the closest batch available from the matching tile.
- (d) The wall and floor tile junction in WCs is to be made water resistant by providing a tiled skirting sealed with a flexible sealant at the intersection to the floor and wall tiles. Waterproofing and water stops are not provided to WCs.
- (e) On concrete slabs, the bathroom ensuite, powder room and laundry will have waterproofing to the wall/floor junction. On timber floors, the ensuite and bathroom will have waterproofing to the whole floor (excluding the areas under the bath(s) and the vanity basins).
- (f) Expansion joints are to be provided to the large floor tile areas of the home at Carlisle's discretion despite not being installed in some of Carlisle's display homes. Perimeter expansion joints are not installed to large tiled areas greater than 10 metre square. If the Owner requires perimeter expansion joints a building variation will need to be raised.
- (g) Grout is deemed defective if it becomes loose and is evident at the 3 months' maintenance inspection.
- (h) Lippage is inherent in all tiling installation methods and may also be unavoidable due to the tiles tolerances. The lippage between two adjacent tiles should not exceed 2mm except where:
 - (i) distortion is inherent in the manufacture of the tiles; or
 - (ii) a fall to outlets such as shower wastes is required.
- (i) Where uncut tiles greater than 150mm x 150mm are specified to fall to an outlet, lipping will not be a defect.
- (j) Cracked, loose or drummy tiles within 3 months of completion will only be considered a defect if more than 5% of the tiled area or room is affected and the cause is attributed to Carlisle.
- (k) Pitted, chipped or scratched tiles that represent more than 5% of the tiled area or room will only be repaired by Carlisle after Handover if it can be clearly determined that the damage has been caused by Carlisle during construction and that the Owner notifies Carlisle of the problem no more than 1 week after Handover. The onus of the proof is on the Owner.
- (l) External tiling applied to brick walls will only be considered a defect if there is greater than 4mm height difference in adjacent tiles. Tiles with differing thicknesses (i.e. slate) will only be considered a defect if adjacent tiles vary in height by more than 10mm. Carlisle reserves the right to use metal angles

to the corners of the external tiles on facades or to mitre the tiles regardless of which method has been used on displays.

- (m) During construction the same tile from a different batch may be used. Whereas, after handover a different tile may be used if the same tile is no longer available.
- (n) Where Owners have requested to delete the floor tiles to the powder room and laundry. Carlisle will not be responsible for any levelling works required to those floors and nor will Carlisle be responsible for any damage to the waterproofing system installed.
- (o) Only use recommended cleaners to clean floor and wall tiles. The Owner should not use strong abrasive cleaners or apply unnecessary pressure to tiled surfaces when cleaning.
- (p) Polished porcelain tiles will often show variations in the level of shine when the Owner views them under normal lighting conditions. This can often appear as a haze or cloudiness. This is an inherent feature of porcelain tiles and is not considered a defect. Please refer to the appendices at the back of the Specifications titled "*Optical Hazing on Polished Porcelain Tiles*" and "*What you Need to Know about Porcelain Tiles*".
- (q) Honed tiles will often show a grout haze or cloudiness due to the finish of the tile. Due to the grouting technique and basic builder cleaning method extra professional cleaning (for example buffing) may be required at the Owner's expense,
- (r) Any protective wax on porcelain tiles (selected by the Owner) that remains on the tiles after a regular builder's clean will be required to be removed by a professional cleaner to be engaged by the Owner after Handover.
- (s) Where necessary, Carlisle reserves the right to use specialised companies to repair water leaks to balconies or shower enclosures.
- (t) Generally, floor levels may differ up to +15mm in any room area and up to +6mm in any 3m length. The overall deviation of the floor level to the entire building footprint shall not exceed 30mm. Difference in floor levels more than the above will only be defective if they occur within the first 3 months after the Certificate of Occupancy

19.2 Carpet

Carpet to standard robes and under stairs is generally laid without underlay and placed into position.

19.3 Laminate Flooring

- (a) Expansion joints will be installed to laminate and timber floors at the discretion of the installer to meet the manufacturer's specifications. If the Owner wishes to be informed of the expansion joint locations, they must request this information prior to construction commencing. Any damage to laminate and timber floors must be identified to Carlisle prior to the Handover to be recognised as potentially a defect, as otherwise Carlisle will assess the damage as likely to have occurred when the Owners move into the home.

- (b) Laminate and timber floors must be maintained with care. It is important to understand that timber is a natural product that absorbs and expels moisture to keep the balance with its surrounds. This results in movement and depending on the type of timber, visible movement may occur. To care for timber floor the Owner should note the following:
- (i) Do not shut the house up for long periods as this creates abnormal humidity conditions.
 - (ii) Direct sunlight may cause colour changes in the timber and excessive shrinkage of the boards, so moving rugs occasionally and the use of curtains or blinds to reduce the effect of the sun, especially on north and west facing rooms of the home is essential.
 - (iii) The flooring adjacent to heating appliances may be subject to excessive movement so it is important to protect these areas using heavy mats, screens or the like.
 - (iv) Liquid spills should be wiped up promptly and sand, dirt and grit should be removed to prevent surface scratching.
 - (v) For details on cleaning and resealing laminate and timber floors, the Owner should contact a professional floor sealer.
- (c) Timber or laminate flooring in a trafficable area should not create reflected noise (squeaking/creaking when walked on) within 3 months of Handover. Reflected noise caused by shrinkage or expansion of the floorboards from sunlight, climate conditions and/or artificial heating or cooling appliances will not be considered a defect. Reflected noise will not be considered a defect after 3 months from Handover.
- (d) The owner acknowledges that the installation of timber or laminate flooring to the first floor of the home may result in reflected noise and/or multi-storey noise. To reduce (but not eliminate) this issue, Carlisle will only install timber or laminate flooring to the first floor of the home if the timber/laminate flooring is 8mm thick and installed on a 3mm closed cell acoustic underlay.

19.4 Owner Installed Flooring

- (a) Where the Owner intends to lay their own flooring post-Handover, the Owner agrees that the installer must carry out any necessary slab levelling prior to laying the floor. Where the Owner lays their own flooring without carrying out the necessary slab levelling, Carlisle will not be liable for any costs and/or damages relating to the removal and reinstallation of the flooring.
- (b) If the Owner intends to install any type of timber or laminate floor after Handover, the Owner agrees that in the event that the flooring becomes damaged due to a building system failure, then in order for the flooring to be included in warranty rectifications, the following points must be adhered to:
- (i) The selected flooring brand, colour and style must be available to purchase for a minimum period of 12 months from the date of the owners installation.
 - (ii) The selected flooring must be able to be easily removed in sections such as a clip lock system.

- (iii) Tongue and groove flooring or flooring where the manufacturer specifies that adhesives are required to fix boards to the concrete slab or to fix boards together cannot be used.
- (c) In the event of damage to the floor (such as a water leak) and where the Owner has followed the requirements listed in clause 19.4(a) of this Specification, the damaged flooring material will be removed and replaced only in the affected area. Carlisle reserves the right to use its own installer to repair the floor if a suitable arrangement cannot be made with the original flooring installer.
- (d) In the event of damage to the floor where the Owner has not followed the requirements listed in clause 19.4(a) of this Specification, any responsibility accepted by Carlisle will be limited to only the section of floor that has actually been damaged. Carlisle will make a payment to the Owner that will be proportioned against the Owner's original invoice plus a reasonable amount (in Carlisle's sole discretion) for the labour that would be involved to repair the damaged section only. The Owner will be responsible for arranging their own repairs. Carlisle will not pay for an entire floor to be removed and replaced due to the Owner not following the requirements within this clause.
- (e) Carlisle strongly recommends that this clause is shown to the supplier of the flooring to ensure that the flooring chosen can be repaired if necessary.
- (f) Carlisle will take responsibility for water damage (in accordance with this clause 19.4) that are a result of building system failures, but not as a result of overflowing baths, appliances, gutters or other domestic accidents.
- (g) Where the Owner chooses to lay their own flooring post-Handover, any claim in respect to reflected and/or multi-storey noise is to be assessed and determined by Carlisle Homes in its sole discretion, acting reasonably. If Carlisle Homes accepts responsibility for the noise, then Carlisle Homes will rectify the cause of the noise, however the removal and reinstallation of the timber flooring is to be arranged and paid for by the owner.

20 KITCHEN

- (a) Provide and install kitchen and vanity cupboards to the home as noted in the Contract Documentation. Doors and bench tops in finishes as specified in the Contract Documentation. White melamine finish to interior of all cupboards. Stainless steel sink as noted in the Contract Documentation.
- (b) Misalignment of doors and inconsistencies of gaps between doors and drawers will be deemed a defect for the 3 months' defect liability period only.
- (c) Generally, kitchen benchtop levels may differ up to:
 - (i) $\pm 5\text{mm}$ in any 3m length; and/or
 - (ii) $\pm 3\text{mm}$ in any width up to 600mm or any larger width may differ up to $\pm 5\text{mm}$.
- (d) Perspex doors and kitchen handles may be installed at Carlisle's discretion just prior to the completion of the home due to theft and damage. The Fixing Stage (as defined under the Building Contract) will be deemed to be complete even with these items not being installed.

- (e) Perspex doors are manufactured with only one good side. In some instances, machine marks may be visible on the back side of the Perspex door.
- (f) Carlisle will not accept responsibility for any slight variations in Perspex door colours where there is more than one perspex door installed. Carlisle will refer any issues to the manufacturer of the Perspex. The manufacturer will advise in writing if the difference in colour is acceptable and within their standards for manufacturing of Perspex.
- (g) Where laminates/laminate board is selected either in a horizontal or vertical grain, the cabinet maker has complete discretion as to how grains are installed within the cabinetry. As the kitchen and vanities can be made from more than one sheet/board, Carlisle cannot guarantee that the grain will be matched.
- (h) Benchtops and cupboards should be cleaned regularly using a non-abrasive cleaner. Hot items should not be placed directly on the benchtops, because this may damage them.
- (i) Provide sink and appliances as shown on Final Plans and approved fittings schedule. Provide mixer tap with aerator to sink.
- (j) Minor scratches, chips and other markings on the surfaces of benchtops, cabinets, and/or the appliances that are not clearly visible in direct view of the observer in normal lighting conditions at a minimum distance of 1500mm from the surface at the completion of installation should not be considered a defect.

20.1 Glass Splashbacks

- (a) Carlisle will provide a clear float glass splashback to the kitchen only as noted in the Contract Documentation.
- (b) Where there is a requirement to have more than one piece of glass, Carlisle will not accept any responsibility for a slight variation in colour between glass panels provided that the splashback is of the same colour type and can show that the glass has all been painted at the same time.
- (c) Due to changing OH&S requirements, splashbacks are not generally made in lengths greater than 3.9m. As such joins will be required to some splashbacks even though a join may not have been used on the display home.

21 BATHROOMS, ENSUITES AND POWDER ROOMS

- (a) Generally, bathroom benchtop levels may differ up to:
 - (i) $\pm 5\text{mm}$ in any 3m length; or
 - (ii) $\pm 3\text{mm}$ in any width up to 600mm or any larger width may differ up to $\pm 5\text{mm}$.
- (b) The Owner should not use strong abrasive cleaners on baths, basins, toilets, etc because they may damage, dull or stain the surface.
- (c) Do not step into a bath or shower with shoes on because the grit on shoes may scratch the surface.

- (d) The Owner should not place undue pressure on towel rails or wall mounted fittings.

21.1 Showers

- (a) Provide shower screens and mirrors as noted on Final Plans in colours and finishes as noted in the Contract Documentation and installed by the manufacturer.
- (b) The Owner is responsible for the maintenance of the shower recess and the area outside the shower including (without limitation) ensuring:
 - (i) All excess water will be removed from the floor outside the shower after showering;
 - (ii) Regularly clean the shower screens using non-abrasive cleaners;
 - (iii) maintaining any sealing system including, caulking, shower seals, waterproof sealants, penetration seals, wall and floor junction seals etc, so that they achieve the required seal;
 - (iv) Sealing systems are inspected and replaced (as necessary) on a regular basis, at a minimum of every 12 months, or more regularly if aggressive shower cleaning agents are used. Sealants that darken or experience mould may need to be replaced as part of normal maintenance;
 - (v) The maintenance work on the wet area is conducted by a competent person, the selection and engagement of which is the responsibility of the Owner;
 - (vi) maintaining the shower door alignment and seals so that it prevents any water from leaving the shower while the shower is being used;
 - (vii) The Owner maintains all appliances and fixtures including washing machines, cistern taps, drains and the like in proper working order including ensuring that fittings are not leaking and hoses and other water pipes are inspected and if necessary replaced on a regular basis. If the Owner detects leaks around fittings, the Owner must engage a plumber to repair them immediately; and
 - (viii)
- (c) Provide in-situ tiled shower bases noted in the Contract Documentation.
- (d) In relation to the shower base:
 - (i) In-situ tiled showers, the shower wastes can be installed off centre, regardless of the positions of the wastes in the display home.
 - (ii) The Owner is responsible for the maintenance of the shower waste including regularly cleaning out dirt and hair from the drain.
- (e) The dimensions on the Final Plans for shower niches identify the frame measurements and not the finished tile measurements.

21.2 Waterproofing Bathrooms and Ensuites

- (a) Bathrooms and ensuite floors of first floors to double storeys will be fully waterproofed (including door stops) but excluding the area under the bath/spa.
- (b) In a bathroom or ensuite to a double storey, if the vanity is installed, the waterproofing will return up the kicker to create a wall/floor junction and a tiled skirting finish will be provided to the vanity. If the vanity is not installed, the full bathroom/ensuite will be waterproofed including floor to wall junction behind vanity and tiling will still be provided to face of kicker.

21.3 Toilet

- (a) Toilets where provided in a separate room can be up to 100mm off centre in the room regardless of how the toilet is positioned in the display home.
- (b) The WC will have no waterproofing.
- (c) If the Power Room cabinet is not installed, the full floor/wall junction will be waterproofed behind the Powder Room cabinet.
- (d) Toilets may be used by site supervisors or trades during construction. Carlisle will ensure they are cleaned prior to Handover.
- (e) The Owner shall not place undue pressure on the toilet paper holder.
- (f) Licensed plumbers (engaged by Carlisle) will install toilets, and in all instances where they are installed on concrete slabs the pan will not be fixed down with screws and will only be silicone to the tiled floor.

22 LAUNDRY

- (a) Provide a stainless steel laundry trough or a laminated cupboard with insert trough as specified in the Contract Documentation.
- (b) Taps as shown in the Contract Documentation.
- (c) In a laundry, if the laundry cabinet is installed, the waterproofing will return up the kicker to create a wall/floor junction and a tiled skirting finish will be provided to the laundry cabinet. If the laundry cabinet is not installed, the full floor/wall junction will be waterproofed behind the laundry cabinet. Metal laundry troughs will not be installed where specified until after the waterproofing is completed.
- (d) Generally, laundry benchtop levels may differ up to:
 - (i) +5mm in any 3m length; and/or
 - (ii) +3mm in any width up to 600mm or any larger width may differ up to +5mm.

23 PLUMBING

23.1 Fascia & Gutter

Provide fascia, gutters, valleys, flashings, downpipes, stormwater drains and all wastes, traps and vents as required.

23.2 Hot & Cold Water

Hot and cold water reticulation is to comply with relevant Authority's requirements and installed using approved polyethylene piping.

23.3 Hot Water Service

- (a) Install hot water service as the Contract Documentation including tempering valve in accordance with legislation and allow for connection to points as shown on Final Plans.
- (b) Small-scale Technology Certificates (STCs) are credits associated with the installation of a solar hot water system. The Owner acknowledges that the value of these credits has already been reflected in the competitive purchase price of the home. The Owner therefore assigns exclusively to Carlisle the right to create STCs pursuant to the installation of solar products in the home built on behalf of the customer. The customer undertakes not to sell, assign, transfer or otherwise deal with Carlisle's rights to create STCs.

23.4 Gas

Gas reticulation is to comply with relevant Authority's requirements and carried out using an approved polyethylene piping system. Copper gas reticulation will be carried out by variation only.

23.5 Water Tank

Water tank will be supplied in either pre-painted steel or Polymer construction, depending on availability / and or material pricing. Carlisle reserves the right to supply a water tank of the specified size in either material as circumstances dictate at the time of supply.

23.6 Roof Penetration and Spa Pressure Pipes (PVC Pipes)

As per Carlisle's display homes, all PVC penetrations to the dwelling will not be painted. If the Owner requires Carlisle to change or modify our construction practices, a variation to the Building Contract must be raised at an additional cost to the Owner in accordance with clause 23.1 of the Building Contract.

24 HEATING

- (a) Provide ducted heating as specified in the Contract Documentation.
- (b) To be installed in accordance with the relevant Authority's requirements.

25 HANDOVER - FINAL BUILDER'S CLEAN AND INSTALLATION OF APPLIANCES

- (a) The Owner acknowledges that prior to moving in to occupation they will be required to clean the home again to remove excess dust. Some floor tiles will require additional cleaning by the Owner due to grout haze being noticeable on the tiles. All porcelain tiles need to be buffed and sealed by the Owner when the tile is recommended to be sealed by the manufacturer. Fascia and guttering will not be cleaned by Carlisle.
- (b) The Owner acknowledges that the appliances are installed by Carlisle after the Owner has taken possession of the home in order to reduce the risk of

theft of the appliances and associated property damage. If the Owner does not agree to the installation of appliances after handover, prior to contract signing the Owner must request a variation to delete the supply and installation of appliances, in which case Carlisle will provide the Owner with a lump sum credit. Once the building contract is signed, the Owner accepts that appliances will be installed on the same day as handover or as arranged.

26 VANDAL / DAMAGE TO LAND

Where vandal or damage to the home occurs during construction, Carlisle will repair and clean all damage to the point where the repair or damage is not noticeable from the normal specified viewing distance. Any unrepairable/ uncleanable items or products will be replaced with new products. Carpets will be steam cleaned and deodorised where necessary. All repaired/cleaned products/items that meet the above condition will be considered new and of good quality as specified in clause 2.5 of this Specification.

27 SUBSTITUTION

- (a) The Owner accepts that Carlisle may (in its sole discretion) vary the Specifications, materials, supplier, contractor and/or Product to complete the Building Works where such a change will not materially alter the home.
- (b) Pre-painted steel products may vary between suppliers and as such the specifications of such products, including the brand and colour, on display may vary from the product supplied. Such variations will be minor and will not materially alter the home.
- (c) Should any item(s) or material(s) used in construction of the Building Works not be available for use after a period, which in the opinion of Carlisle will cause unwarranted delay to the Building Works, Carlisle reserves the right to have the Owner reselect an available item to replace that previously selected. If additional cost is incurred, the Owner is to pay at time of selection by variation to the Building Contract. If the Owner does not reselect within a reasonable time, not being more than seven (7) days, Carlisle can select an alternative item or material to use in substitution and reserves the right to claim any additional cost and an extension of time to the construction period under the Building Contract.

28 PRODUCT IMPROVEMENT

- (a) Carlisle will undertake reviews of all aspects of our designs on a constant basis. As such, minor details may change between as displayed homes and the Final Plans. These changes will be minor and as such will not make any difference to the overall design or finished product. If the Final Plans include any minor differences to the as built display homes, the Final Plans will take precedence.
- (b) If as displayed options have not been selected for inclusion by the Owner, any differences shown on the Final Plans need to be referenced from the standard house plan.

29 VARIATIONS OF COLOUR AND TEXTURE

- (a) Subject to clause 18.1(a), Carlisle will not accept any responsibility for a variation in colour or texture provided that the supplied item(s) or material(s) are of the same brand name, colour type and description as originally selected by the Owner and includes:
 - (i) Manufactured products that may vary in colour and texture from samples from which selections are made; and
 - (ii) Variations in natural products such as timber, clay, granite, glass, marble, tiles, brick sand and cement caused by material deposits, processing and climatic conditions.
- (b) Carlisle reserves the right to apply an Ecotone colour treatment (or equivalent) to brickwork and mortar where the blending or colours fall outside the manufacturers guidelines, subject to consultation only with the brick manufacturer. Once the works are completed the Owner can be provided with a copy of the guarantee details on request.
- (c) When matching existing external finishes, the new work should be as close as practicable to the existing finish in terms of colour and finish.
- (d) In most instances, because of its age, the effects of weathering or the composition of the original work, matching the original may not be practical and other construction options need to be considered by Carlisle.
- (e) Where practicable a physical joint such as a door, window, downpipe or other similar separating component can be utilized by Carlisle to break the visual impact of any difference between the adjacent surfaces of the old and new work.
- (f) Caulking colour will be selected by Carlisle in consideration of the surrounding material and in Carlisle's sole discretion.

30 BUILDING PERFORMANCE

- (a) Carlisle is not responsible for foundation movements caused by activities that were not documented at the time of entering the Building Contract. These include paving, landscaping, planting trees and drainage works after the home is handed over to the Owner.*
- (b) Carlisle is not responsible for foundation movements caused by the Owner's failure to maintain drainage systems after the home is handed over to the Owner.*
- (c) The ongoing satisfactory performance of the home is dependent on the actions of the Owner. Accordingly, to ensure an acceptable long-term performance of the home is achieved, the Owner is required to carry out periodic maintenance on the home. The maintenance of the home includes the slab/footing system and the area of the home immediately adjacent the slab/footing system.*
- (d) The final contouring and landscaping of the land is the responsibility of the Owner.*

- (e) The Owner must ensure that completed landscaping and leveling of the Land does not compromise the performance of the building. Issues to take note of during landscaping include (but are not limited to)*:
- (i) The concreted area adjacent to the slab must have a finished fall of at least 50mm over the first 1m (noting that 70mm is recommended by the VBA for homes in very reactive soils). Concrete paths (not adjacent to the slab) must have a minimum finished fall of 25mm over the first 1m. If for any reason, the Owner or the Owner's Building Consultant requires Carlisle to change or modify our construction practices, (including tolerance values and level of workmanship) a variation to the Building Contract must be raised at an additional cost to the Owner in accordance with clause 23.1 of the Building Contract.
 - (ii) Photographs of completed landscaping should be uploaded by the Owner to Carlisle's portal.
 - (iii) Clearance between the damp proof courses and adjoining ground level area is to be maintained. Weep holes cannot be covered as they are gaps left to allow moisture to escape from the wall cavity.
 - (iv) The termite chemical barrier needs to be maintained annually.
 - (v) Subsurface drainage is to be provided by the Owner when required. Carlisle will only provide riser pipes connected to the storm water system when noted in the Building Contract.
 - (vi) Selection and placement of trees and shrubs.

*Refer to the CSIRO Document and the VBA Document.

31 ASSET PROTECTION

- (a) The Owner is required to apply for and pay the asset protection permit/fee including the security deposit through their local council. The council asset protection permit/fee including the security deposit is the Owner's responsibility.
- (b) The Owner must provide copies of the asset protection permit and security deposit to Carlisle prior to the commencement of construction. It is recommended that the owner apply for the asset protection permit and security deposit two weeks after signing the Building Contract.
- (c) Carlisle agrees that all deliveries are to be made to the Land by using the existing crossover. As we are unable to assess the suitability of the existing crossover for heavy vehicle deliveries, the Owner will be responsible for any damage to the crossover. Crossovers are generally constructed to withstand the pressures of heavy deliveries to and from the Land and as such should not break. As Carlisle have no alternative way of making deliveries to the Land, we cannot be held responsible for any crossover bays that do break during construction.
- (d) Crossover bays include any footpath bays that are in line with the crossover and are required to be driven over for a delivery to take place[^]. These

footpath bays are normally built to the same thickness of the crossover and as such should not break.

- (e) Subject to subparagraphs (f) and (h), Carlisle accepts the financial responsibility for any footpath bays Carlisle breaks during construction excluding footpath bays located in line with the driveway, however the Owner will be required to arrange for any rectification works as they are the responsible person to provide access to the land and have paid for the asset protection fee and security deposit. Rectification works to footpaths (and crossovers) will be required by the local council as soon as possible after the completion of construction.
- (f) Subject to subparagraph (h), Carlisle will reimburse the Owner \$183.00 per square metre for the footpath bays to be removed and replaced. We recommend that these works are carried out at the same time the Owner completes their concrete driveway. Carlisle will require the Owner to sign a deed before receiving any reimbursement, to confirm that the Owner will complete the rectification works, and if these works are not carried out by the Owner, the local council may keep the security deposit and also Carlisle will charge the Owner an additional amount relating to the repairs (including, without limitation, Council fines, legal fees and repair costs).
- (g) The cost of the rectifications work to the crossover will always remain the responsibility of the Owner.
- (h) For knock-down-rebuild homes, some deliveries will need to be made over the footpaths as access to the Land is restricted due to the size of the front yard and the Land being in a built up area. As footpath bays are not built for heavy vehicle deliveries, and as Carlisle has no other way of delivering materials to the Land, the Owner will be responsible for damage that occurs to the crossover and the footpaths. See the notes in the Tender (included in the Contract Documentation) for “Established Suburbs” for further details.

32 EXISTING FENCING

- (a) The Owner agrees that Carlisle will not accept any responsibility for damage to any existing fencing (including but not limited to brick, timber paling or pre-painted steel metal fencing) during construction. For pre-painted steel fences, as repairs can be costly, if the Owner is concerned that due to the constraints of the building site, the fences will be damaged, they agree that they will take preventative measures such as providing a protective hoarding over the fence. As timber fences are easily and cheaply repaired, the Owner does not need to provide any protective hoarding over the fence to prevent damage by Carlisle.
- (b) Where the garage is on the boundary or less than 1 meter off the boundary and the existing fencing is required to be removed and reinstated, the Owner’s selected fencing contractor must (at the Owner’s expense) reinstate the fence after all external work are completed by Carlisle and prior to Certificate of Occupancy inspection.

33 SWIMMING POOLS

- (a) The Owner agrees that if there is an existing swimming pool or where a swimming pool will be installed prior to Carlisle commencing the Building Works (as defined under the Building Contract), the Owner is responsible for providing Carlisle with complete details of the pool. This includes plumbing locations, engineering plans, site plan detailing the exact location of the pool, pool pump and filtration equipment and the gas and electricity supply requirements of the pool equipment. This must be provided prior to signing Tender documents to allow Carlisle to determine provisions for storm water, sewer, windows, gas supply, electricity supply, residence concrete edge beams, piers and foundations.
- (b) The Owner is responsible for providing a Build Safe certified pool platform covering the whole pool and capable of supporting a minimum of 150Kpa per square metre, not including deflection (temporary floor load). This will need to be inspected by Carlisle prior to commencing works on site.

34 NORMAL HOME OWNER MAINTENANCE

- (a) Home maintenance is the Owner's responsibility and is a normal and ongoing part of home ownership after Handover.
- (b) As a home is lived in and heated, it has to dry out. Timber, brick and plaster-lined areas may shrink during the drying-out process, causing small cracks in these areas. Slight movement and shrinkage may occur but this will not affect the house's structural integrity. The home needs to acclimatise internally over a few weeks to allow moisture in the materials to escape gradually so it is important that excessive heating is avoided as this could lead to materials experiencing shrinkage and damage.
- (c) Regular inspections and scheduled maintenance by the Owner is a key factor in maintaining the integrity of any home. Things such as replacement of light bulbs, tap washers, repairing hairline cracks and the like are regular maintenance items; they are not defects and are not the responsibility of Carlisle.
- (d) Damage created by others, such as carpet layers, removalists and family members, after Handover of the home and by people not under the control of Carlisle are not defects under the liability period.
- (e) Regular home owner inspections should include checking items such as protective paint coatings, termite management systems and damp proof courses, steel and aluminium corrosion and masonry movement. These inspections should be done on a regular basis.
- (f) Other parts of a home require regular maintenance in order to extend the life of that building component or system. For example, shower wastes, gutters, downpipes, etc should be cleaned out regularly; leaks from stormwater and sewer drains and taps should be repaired immediately after they are detected. The servicing of appliances and tempering valves etc are the responsibility of the Owner. Please refer to the "Manufacturer / Supplier Warranty" Document in the Handover pack. This can be provided when the Owner signs the Building Contract, upon request.

- (g) A lack of proper regular maintenance by the Owner may also:
- void manufactures warranty;
 - lead to defects that are not covered by Carlisle's warranty.
- (h) The planting of trees and shrubs near the footings of a home should be avoided, particularly on reactive clay Land. The likelihood of damage to a home from trees is in direct proportion to the eventual height of the tree and the distance the tree is planted from the building.
- (i) Garden beds and shrubs located adjacent to the building can interfere with the drainage requirements as well as impede termite management or damp proof course systems. Damage to walls and slabs where garden beds have been placed adjacent to the building after Handover has taken place is not a Builder's defect. Please refer to the CSIRO Document for further information.
- (j) Drains can occasionally block due to normal use and materials accumulating in the drains over time. This does not mean that the drains are defective and it is important that the Owner avoid letting material enter the drains that may block them. If a drain becomes blocked the Owner must contact a licensed or registered plumber immediately.
- (k) Issues such as replacing blown light globes and tap washers are not part of Carlisle's responsibility and become the Owner's responsibility after Handover of the home.

35 WARRANTY AND SERVICE CONDITIONS

- (a) Where a Builder supplies material, fittings, systems and equipment as part of the Building Contract, these will normally be covered by the statutory warranty on the home. However, such materials, fittings, systems and equipment (such as hot water services, ovens, etc) are often also supported by the manufacture's express and implied warranties. Manufacturer's warranty documents are usually given by Carlisle at the time the Owner takes possession of the home.
- (b) Where a defect occurs which is covered by the warranty provided by the manufacturer, it is recommended that the Owner take the matter up directly with the manufacturer rather than Carlisle. Defects occurring in the appliance and/or fixture will not be considered to be Carlisle's responsibility to remedy unless Carlisle's workmanship has contributed to the defect.
- (c) Any damage must be notified to Carlisle by the Owners within 24 hours of Handover, otherwise Carlisle will assess the damage as being the responsibility of the Owner.
- (d) Please refer to the manufacturer / supplier's warranty information for general manufacturer and supplier warranty periods.
- (e) A CCTV inspection of all stormwater and main sewer lines are conducted prior to Handover. This footage remains the property of Carlisle. A link to the footage can be supplied at a cost.
- (f) Any costs which are incurred to repair drains after Handover that are found to be caused by the Owner, or any trades engaged by the Owner will be

charged to the Owner. These costs will be pursued through the Owner directly and not through the trade engaged.

- (g) Any plumbing or electrical costs incurred after Handover that are found to be caused by the Owner, or any trades engaged by the Owner will be charged to the Owner. These costs will be pursued through the Owner directly and not through the trade engaged.
- (h) Carlisle reserves the right to use all original trades from construction of the property to carry out and repairs as they are responsible and are required to guarantee their own work.
- (i) In most cases (unless the Owner has signed a variation to the Building Contract) the home will not be designed to take additional loads such as fixtures or fittings to walls, roofs and ceilings and materials stored in ceiling spaces. Storage of materials in ceiling spaces or attaching fixtures such as basketball rings, pergolas, shade sails, solar heating panels or the like may affect the structural integrity of the home and advice should be sought from a qualified and suitably licensed or registered structural engineer.
- (j) In respect to home designs with atrium voids, the Owner acknowledges and agrees that if any works are required in the void area after handover of the home, such as painting or plastering the ceiling above the void, for the duration of the works:
 - i. Carlisle Homes may be required to erect a scaffold;
 - ii. The Owner will arrange to protect, remove and/or store their furniture and goods, as directed by Carlisle Homes;
 - iii. The Owner may elect to stay in alternative accommodation; and
 - iv. All costs associated with alternative accommodation and the protection, removal and storage of furniture and goods will be borne by the Owner.

36 SUBSEQUENT OWNERS

- (a) This document may be used to assist both the Owner and any subsequent owners in deciding whether or not a defect has become apparent during the defects liability period and statutory limitation period.
- (b) The Owner agrees to provide a copy of this document to any subsequent owner.
- (c) A subsequent owner cannot require higher standards of material or workmanship / performance than those applicable by law or under the Building Contract (including these contract specifications).

37 DEFECTS LIABILITY PERIOD

- (a) The Owner must provide access during business hours for all warranty work. The Owner will be in breach of the Building Contract if the Owner fails to give Carlisle reasonable access to rectify any warranty work.
- (b) The term of the defects liability period is defined in clause 39 of the Building Contract, and does not restart after a defect is rectified.

38 COPYRIGHT

- (a) The copyright and any intellectual property rights in this Specification belongs to the Builder and remains the property of the Builder (the “**IP Right**”). The Builder’s ownership of the IP Right, shall continue even after the home has been handed over to the Owner.
- (b) The Owner has the right to use the Specification as a reference document for the purpose of inspecting and maintaining the property and may provide the Specification to an agent for this sole purpose. However, the Owner must not in hardcopy or electronically copy, distribute, publish this Specification (or any part thereof) without the written approval of the Builder.
- (c) The Builder reserves all rights to issue proceedings for a breach of copyright if the Owner breach this clause, and reserves the rights to seek recovery of all costs in issuing such proceedings.

CARLISLE HOMES PTY LTD – 25 YEAR STRUCTURAL GUARANTEE

Carlisle Homes Pty Ltd (Carlisle) agrees to provide a Structural Guarantee for a period of 25 years from the Occupancy Permit date, to original Owners who sign a contract with Carlisle from 1st January 2019 on the basis of these terms and conditions:

1. In this Guarantee, the following definitions apply:

“Australian Standard” or **“AS”** means the relevant Australian Standard as at the time of the building permit. The Australian Standards referred to in this Guarantee can be purchased at www.saiglobal.com.au.

“Handover” means when Carlisle hands over possession of the home to the Owner pursuant to Clause 38 of the HIA Victorian New Homes Contract.

“Structural Elements” means foundation systems, concrete strip footings; concrete bored piers, screw piles; structural timbers and steel in wall or roof framing, and load bearing brickwork.

“Structural Failure” means where there has been failure of Structural Elements based on a technical observation where the observed damage in the building works is defined as:

- “Damage Category 3” or higher (as defined in Appendix C of AS 2870);
- For structural timbers and steel in wall or roof framing: where the claimed failure is in breach of the relevant Australian Standards including in particular AS 1684; and/or
- For load bearing brickwork: where the claimed failure is in breach of the relevant Australian Standards including in particular AS 4773.

2. The Guarantee shall only apply for the benefit of the original Owner and shall be strictly non-transferable to any subsequent owner of the home.

3. **Owner’s Landscaping and Maintenance Obligations**

Under this Guarantee, Carlisle agrees to rectify at its own cost the Structural Failure of any Structural Elements in the home, subject to the Owner meeting their ongoing landscaping and maintenance obligations from the date of Handover, including that the Owner’s landscaping and maintenance of the home must adhere strictly in accordance with all documents provided by Carlisle as part of the building contract documentation or settlement pack including (without limitation) the:

- a) *CSIRO Guide (Victoria) – “Foundation Maintenance and Footing Performance: A Homeowner’s Guide”;*
- b) *Victorian Building Authority – “Minimising Foundation Movement and Damage to your Home” (August 2015);*
- c) *Carlisle Homes’ – Contract Specifications; and*
- d) *Carlisle Homes’ – Warranty & Maintenance Guide.*

In addition, the Owner must:

- install a full concrete apron to the perimeter of the dwelling complying to the documents noted above;
- arrange for appropriate drainage to collect the water run-off from the concrete apron; and
- ensure that they carry out all required drainage and landscaping works (including installation of the full concrete apron) in accordance with the above documentation within 3 months of the date of Handover.

If Carlisle determines that the Owner has failed to comply with the above landscaping and maintenance obligations at any time post-Handover, Carlisle may in its sole discretion regard the Guarantee as void and of no effect.

4. **Excluded Items**

The Guarantee will not apply (in addition to paragraph 3 above) in the following circumstances:

- a) Where the Structural Failure is caused by or contributed to by:
 - (i) the Owner's non-compliance with their landscaping and maintenance obligations (as noted in paragraph 3 of this Guarantee);
 - (ii) Existing trees or trees planted and growing near the footings and foundations;
 - (iii) an issue that is a direct result of the adjoining neighbour and/or property;
 - (iv) storms, fire, flooding, earthquake, vandalism, motor vehicles or extended period of drought/extreme weather;
 - (v) fair wear and tear, or misuse or neglect;
 - (vi) any renovations, alterations or other structural changes (including for example landscaping works, attached pergolas/verandahs or drainage works) carried out by the Owner after the Occupancy Permit date; or
 - (vii) a failure to:
 - install a full concrete apron to the perimeter of the dwelling complying to the relevant documents noted in Section 3 of this Guarantee; and
 - install appropriate drainage to collect the water run-off from the concrete apron.
- b) Where the Structural Failure relates to a Balcony or Hebel/rendered foam (as Balconies and Hebel/rendered foam do not form part of the Structural Elements);
- c) Where site conditions occurring after the Completion Date, that are outside Carlisle's knowledge or control, cause the Structural Failure;
- d) Where the Domestic Building Contract is terminated prior to the Completion Date, or if the Owner is in breach of the Domestic Building Contract or has not made payment in full to Carlisle of all sums claimed by Carlisle, then the Guarantee will not be enforceable; and/or
- e) Where the Owner has failed to comply with the landscaping and maintenance obligations, including without limitation, establishing and maintaining appropriate landscaping and drainage, and also maintaining the termite prevention treatment program (as detailed in the settlement pack provided by Carlisle) for the home.

Carlisle is not responsible for any loss or damage caused by or associated with the Excluded Items listed in paragraphs 4(a) – (e).

5. **Application of the Guarantee**

This Guarantee is in addition to and does not over-ride or supersede any other guarantee (including the domestic building warranties provided in section 8 of the *Domestic Building Contracts Act 1995*), or statutory domestic builder warranty insurance scheme in force in the State of Victoria.

6. **Making a claim under this Guarantee**

To make a valid claim under this Guarantee the Owner must:

- (a) Submit the claim in writing within fourteen (14) days of the Owner becoming aware of the structural failure by sending an email to warrantyexpress@carlislehomes.com.au or a letter to *Warranty Team*, 631 Springvale Road, Mulgrave Vic 3170 ("**Notice**").
- (b) Within fourteen (14) days of Carlisle receiving the Notice, Carlisle will contact the Owner to arrange an inspection at the Property ("**Inspection**"). The Owner must not deny or hinder access to the Property for the purpose of Carlisle carrying out the Inspection. In certain circumstances Carlisle may conduct an initial inspection and make an initial assessment whereby it be deemed that the costs of an engineering assessment be paid by the Owner.

If the Owner does not comply with the above Notice and access requirements, Carlisle may, at its sole discretion, choose to deem this Guarantee void in its entirety.

7. **Final decision**

Within thirty (30) business days of the Inspection, Carlisle will provide the Owner with its written decision.

(a) Structural failure does exist

Where Carlisle (or Carlisle's nominated structural engineer and/or soil expert) finds that a Structural Failure does exist, Carlisle will arrange the required rectification works at its sole cost, within a timeframe determined by Carlisle. The method of rectification will be determined by Carlisle (or Carlisle's nominated structural engineer and/or soil expert). Any costs for an engineering assessment (arranged by Carlisle and paid by the Owner) will be refunded to the Owner in this instance.

The Owner must not deny or hinder access to the property for the purpose of rectification works. Any failure by the Owner to provide the required access will result in this Guarantee being deemed void.

(b) Structural failure does not exist

Where Carlisle (or Carlisle's nominated structural engineer and/or soil expert) find that a Structural Failure does not exist, and in turn this Guarantee does not apply, Carlisle's decision is final and binding and the Owner acknowledges that no legal action can be commenced by the Owner against Carlisle at any time thereafter in reliance on the Guarantee and any rectification costs will be borne by the Owner. Carlisle reserves its rights to recover any costs incurred in relation to the investigation of the warranty claim made by the Owner.

Carlisle Homes Pty Ltd

The Owner

Annexure - Polished Porcelain Tiles

Polished porcelain tiles are not mirrors and will display variations (hazing or cloudiness) in the level of shine when viewed under normal lighting conditions. This characteristic of shininess is an inherent feature in polished porcelain tiles, regardless of the colour of the tile, or where it was made.

Many people refer to this appearance as optical hazing.

A little bit of advice from Bob Beaumont on Polished Porcelain Tiles

Porcelain is a fantastic, tough, and very durable product that makes an ideal floor surface. It is easy to live with, easy to clean and maintain, and will look brilliant for many, many years. Plus, of course, porcelain also has many other benefits like all ceramic tiles.

- It is a natural heat bank
- Child friendly
- Asthma friendly
- Does not give off CFCs
- Fireproof
- Will last for years



When a floor is tiled with polished porcelain, especially in lighter tones, it adds a new dimension to any area of our home or commercial building. Polished tiles reflect light and make an area brighter, more inviting, and create an illusion of space. I have had porcelain tiles in houses I have lived in over 20 years and I have not had one problem with them. I would recommend them to anyone!

How do they make them so shiny?

Porcelain tiles are a very high quality variety of ceramic which is so dense it can be polished by special polishing stones to a very high finish. Beaumont Tiles sells three main types of porcelain tiles:

- Normal
- Glazed
- Polished

Normal porcelain tiles are a matt finish and are used in very high traffic areas, or areas where anti-slip properties are important. They can be made in matt or textured.

Glazed porcelain tiles are the most popular type of porcelain tiles and are made by using a decorative and super hard wearing glaze (which can be matt or gloss) over the porcelain base.

Polished porcelain is simply normal porcelain which has been polished.



Will they be perfectly shiny like a mirror?

No. Mirror is made in a very different way and can be near perfect. Polished tiles (whether they are stone or porcelain) are made by polishing the surface of the tile with very hard grinding stones. As the polishing process opens up microscopic pores on the surface of the tiles, these pores reflect light differently and therefore you can expect that sometimes you will see a variation in shininess appearing as a slight haze on part of the surface of the tiles under certain light conditions. In the same way, slightly varying thicknesses of sealer may be perceived as variations in shininess. These are normal characteristics of polished porcelain and should be expected.

Sealing and Cleaning

Virtually all polished porcelain tiles sold by Beaumont Tiles are pre sealed with a very special penetrative sealer to make them more resistant to staining. It is still important, however, to promptly clean off any substance which is likely to cause a stain, as polishing and sealing a tile does not make it as resistant to staining as a glazed tile.

If the tile you choose is not pre sealed, your consultant will let you know. It is then important to seal the tiles when they are laid and before they are grouted to avoid problems with stains.

Most of the polished porcelains also come from the factory with a layer of protective wax on the surface of the tiles. This wax is normally water soluble and not very hard to remove. In fact, most will be removed by the grouting process. Some wax may still

remain on the tiles, however, and therefore will need to be removed by you, your tiler, or a professional cleaner.

Cleaning

As with any surface, the rule is to quickly wipe off anything which is likely to stain the surface. I have had polished porcelain tiles for years and have dropped all sorts of staining products on them like tomato sauce and red wine. Because we have followed this rule we have never had a problem with staining.

The initial clean of the tiles needs to be done really well to get off any invisible building residue such as grout haze. If this is not done, the tiles can look dull and dirt can actually stick to this fine coating. You can buy excellent products for this from any Beaumont Tiles outlet. This can be repeated if the tiles get **really** dirty, but for week to week maintenance, a lot of people use hot water with a bit of methylated spirits in it. We just use a dry mop to get off dust and dog hair and a steam mop to clean. It works a treat!



Also see our [Tile Doctor](#) if you have any concerns about your tiles.

Laying

The bigger the tile, the more obvious any variations in flatness will be. A tile can be well within the Australian and International standards and still have variations in flatness. This is normally no problem, but when laying 500x500mm tiles or larger it can show up in one corner of a tile being slightly higher than the adjacent tile. This is called lipping. This is especially obvious when the tiles are of the 'rectified' type which means they have a square edge rather than a rounded or cushion edge. There are four pieces of advice I have to minimise lipping.

First and most importantly, don't lay large tiles in 'staggered' or 'brickbond' patterns. If the tiles are prone to lipping, this will show it up immediately.

Second, the tiler needs to take special care when laying very large tiles to match each tile to the next.

Third, there are special little devices to clamp the edges of each tile at the same level while the adhesive sets (the tiler **must** use plenty of adhesive when using these). It is worth asking the tiler to use these.

Fourth, use 'non-slump' adhesive such as ABA Powerstik. Sometimes the tiler does a perfect job of laying, only to find the heavy tile has sunk a little into the adhesive while it is setting. A non-slump adhesive stops this happening.

Tiles from China

Some people say Chinese tiles are not as good as others. My answer is that it doesn't depend on the country, it depends on the factory and Beaumont Tiles is very careful who we get to make our tiles. All our tiles are guaranteed to comply with Australian and International Standards.

Australian and International Standards

All tiles sold by Beaumont Tiles are guaranteed to comply with the relevant Australian and International Standards. This includes surface quality and dimensional attributes.

So all our tiles are guaranteed for

- Surface
- Size variation
- Flatness

Finally

We are always happy to stand behind our products. In fact, our tiles have a 10 year guarantee. Because laying tiles can be very expensive, we do, however, ask that you inspect your tiles **before** they are laid to ensure you are happy with them.

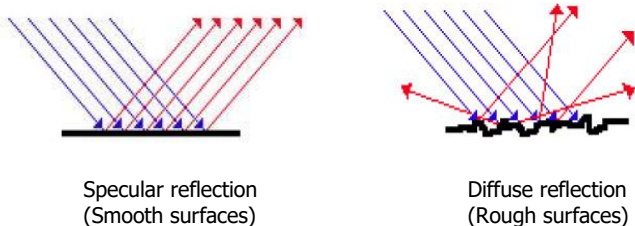
Optical Hazing on Polished Porcelain Tiles

This effect is not a new phenomenon. So what is Optical Hazing? How does it present itself and what causes it?

Firstly it will present as a smoky, hazy, smudgy type of finish on the surface of polished porcelain tiles. It will only be visible when a direct light source reflects at a certain angle across the surface of the tile.

It is caused by light. If you could observe a ray of light approaching a mirror, you would see it also bouncing or reflecting from the mirror. Where and how it bounces or reflects is referred to as the "behaviour of lights as it reflects" and is known as the law of reflection.

Reflection off a smooth surface such as a mirror is known as specula reflection. Reflection off a rough surface such as ceramic tiles is known as diffuse reflection.



Many consumers have expectations that their polished porcelain floor is going to have a mirror like finish. **A polished porcelain tile is not a mirror.** When the surface of a polished porcelain tile is examined under a microscope, small micro facets are found. Light that strike these micro facets reflects in a diffused manner, giving a 'Halo' or 'Haze' effect.

The amount of haze visible depends on several factors:

- **Number of light sources:** ie. A single source of light would limit the number of positions available to observe any haze. The same surface when lit by a number of light sources will increase the amount of haze visible as there are more opportunities to see the reflected light.
- **Bulk sunlight shining through large windows and doors** will increase the amount of 'haze' visible.
- **The size of the clay particles and other ingredients** of the tile can also have an effect on the amount of haze visible.

Optical Haze on polished porcelain tiles is not related to cleaning or wax residue problems. It is an inherent characteristic of the tiles, stemming mainly from the mineral content and the manufacture of the polished porcelain tile. It has no effect on the technical performance of the tile.

Optical Haze is not a defect!

To date, it is not something the Australian Standards require to be tested. It is generally only visible in low angles of reflected light and is primarily an aesthetic issue.

It is worth restating:

"Polished porcelain tiles are not mirrors and such an expectation should not be created during the selling process. It is paramount that the consultants advise the end user of Optical Haze Characteristics that may occur".
Reference: The Australian Tile Council – Victoria Division

Please acknowledge your understanding and acceptance of Optical Hazing by signing below.

Signed: _____

Name: _____

Date: _____