

PLAIN ENGLISH NEW HOMES BUILDING CONTRACT

JANUARY 2005

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480 CHURCH STREET RICHMOND VIC 3121
TEL: (03) 9573 8393 FAX: (03) 9572 8696

HOUSING INDUSTRY ASSOCIATION

OWNER:

.....

JOB LOCATION: (YarraBend) Lot

of Proposed Subdivision PS. PS 747685W

.....

HIA Membership No. 522526 Expiry Date: 30th June 2016

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Glenvill Projects Pty Ltd ACN 147 526 074

**NOTICE APPROVED BY THE DIRECTOR OF
FAIR TRADING AND BUSINESS AFFAIRS
PURSUANT TO SECTION 31 (n)
OF THE DOMESTIC BUILDING CONTRACTS ACT 1995**

COOLING OFF PERIOD

NOTICE TO BUILDING OWNER: YOU MAY END THIS CONTRACT WITHIN FIVE CLEAR BUSINESS DAYS AFTER RECEIPT BY YOU OF A SIGNED COPY OF THE CONTRACT BY FILLING IN THE NOTICE BELOW AND GIVING IT TO THE BUILDER IN ONE OF THE FOLLOWING WAYS:

- (1) PERSONALLY;
- (2) LEAVING IT AT HIS OR HER ADDRESS SET OUT IN THE CONTRACT WITH A PERSON WHO APPEARS TO BE AT LEAST 16 YEARS OLD;
- (3) SENDING IT BY PRE-PAID REGISTERED POST TO THE ADDRESS SET OUT IN THIS CONTRACT;
- (4) SENDING IT BY FACSIMILE TO THE FACSIMILE NUMBER (IF ANY) SET OUT IN THIS CONTRACT.

.....

DETACH ALONG DOTTED LINE

NOTICE THAT CONTRACT IS ENDED

A Building Owner cannot withdraw from a contract under the Act if:

1. The Builder and the Building Owner have previously entered into a major domestic building contract that is in substantially the same terms for the carrying out of the work in relation to the same home or land; OR
2. The Building Owner received independent legal advice from a practicing solicitor concerning the contract before entering into the contract.

To (Builder)

I/We give notice under our contract with you that the Contract is ended. Please refund the deposit less \$100 and any out of pocket expenses incurred by you which I have previously approved.

Building Owner's signature

Date: / /

**NOTICE APPROVED BY THE DIRECTOR OF FAIR TRADING AND
BUSINESS AFFAIRS PURSUANT TO SECTION 31 (r)
OF THE DOMESTIC BUILDING CONTRACTS ACT 1995**

**CHECKLIST
BEFORE SIGNING THIS LEGALLY BINDING CONTRACT
CHECK THIS LIST**

- Has an insurance policy or certificate of currency for builder's insurance been issued and provided to you? If not, the Contract is conditional upon you receiving either an insurance policy or a certificate of currency for builder's insurance. **YES or NO**
- If this Contract is conditional upon the Building Owner receiving written approval for finance has the Building Owner obtained such approval? **YES or NO**

If you answer 'no' to any of the following questions you are not ready to sign the Contract

- Has the Building Owner had this Contract long enough to read and understand it? **YES or NO**
- Has the Building Owner been provided with evidence that the Builder named in this Contract is registered with the Building Practitioners Board? **YES or NO**
- Are the price and progress payments clearly stated? **YES or NO**
- Does the Building Owner understand how the price is calculated and may be varied? **YES or NO**
- Has the Builder assessed the suitability of the site for the proposed works and if tests are necessary have they been carried out before signing the Contract? **YES or NO**
- If a Deposit is payable, is it within the legal limit? **YES or NO**
- The maximum deposit under the Domestic Building Contracts Act is:
 - i 10% if the Price is less than \$20,000; or
 - ii 5% if the Price is \$20,000 or more.**YES or NO**
- Is the work shown and described clearly in the Contract, plans or specifications and any other relevant documents such as engineering computations or soil report? **YES or NO**
- Are the Building Owner's special requirements or finishes included in the plans or specifications? **YES or NO**
- Are the commencement date and completion date clearly stated or capable of being ascertained? **YES or NO**
- Is the procedure for extensions of time understood? **YES or NO**
- Are any 'provisional sums' or 'prime cost items' clearly stated in the schedules and understood? **YES or NO**
- Is the procedure for variations of plans or specifications understood? **YES or NO**
- Do you understand the circumstances in which you can end the Contract? **YES or NO**

NOTE: This checklist does not form part of the Contract.

Read, signed and dated by the Building Owner

Date: / /

SIGN HERE

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PARTICULARS OF CONTRACT

**THIS CONTRACT
IS BETWEEN:**

OWNER/S

NOTE

If the Owner is a company, a Directors' Guarantee must be signed before this Contract is signed. See Attachment 2.

.....
.....
.....
Of

ACN N/A

Telephone N/A Fax N/A

BUILDER Glenvill Projects Pty Ltd

ACN 147 526 074 HIA Membership No. 522526

of 480 Church Street

City Richmond State Victoria Postcode 3121

Telephone (03) 9573 8393 Fax (03) 9572 8696

Registered Building Practitioner

Leonard Warson

Reg. No. DB-U 15733

THE BUILDING WORKS:

Dwelling and Garage

(Brief description) as set out in the Specifications and Plans.

NOTE

These documents must be signed and dated with the Contract.

The **SPECIFICATIONS** include pages that were prepared and supplied by Glenvill Projects Pty Ltd

There are sheets of **PLANS** and they were prepared AND supplied by Glenvill Projects Pty Ltd

LENDING DETAILS:

The **LENDING BODY** is a recognised lending body to be determined by the Owner

.....
of
.....

**WARRANTY/
PROFESSIONAL
INDEMNITY INSURER**

INSURER: QBE Australia.....
of c/- HIA Insurances Services,
Level 4 / 70 Jolimont Street Jolimont Vic 3002
Telephone (03) 9666 0273 Fax (03) 9211 3815

THE LAND

Lot No. on Proposed Plan of Subdivision No PS 747685W

The PARENT TITLE PARTICULARS are:

Certificate of Title Reference	Being Lot(s)	On Plan
Volume 4247 Folio 246		747685W,
Volume 3581 Folio 198		801752K,
Volume 4468 Folio 576		801753H,
Volume 4935 Folio 969		801754F
Volume 9189 Folio 426		
Volume 4602 Folio 366		
Volume 8250 Folio 161		
Volume 5108 Folio 460		
Volume 4475 Folio 803		
Volume 4804 Folio 659		
Volume 3869 Folio 662		
Volume 5851 Folio 168		
Volume 3586 Folio 197		
Volume 4159 Folio 798		
Volume 3738 Folio 583		
Volume 4282 Folio 337		
Volume 3653 Folio 527		
Volume 5308 Folio 499		
Volume 3780 Folio 842		
Volume 3888 Folio 511		
Volume 8519 Folio 930		
Volume 3744 Folio 714		
Volume 3599 Folio 653		
Volume 3900 Folio 920		
Volume 3910 Folio 988		
Volume 3910 Folio 989		
Volume 3679 Folio 793		
Volume 3796 Folio 141		
Volume 8636 Folio 106		

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SIGNED OWNER/S**NOTE**

Only sign this Contract when:

- All the required Contract Documents, including the Specifications and the Plans, are attached and signed; and
- All the details in the Schedules have been filled in.

SIGNED OWNER/S:

.....

.....

(If more than one owner, all must sign)

SIGN HERE**SIGNED WITNESS:**

Name

Address

SIGNED BUILDER**NOTE**

The Builder must give the Owner a readily legible signed copy of this Contract within 5 clear Days after it is signed

SIGNED BY OR ON BEHALF OF THE BUILDER:

.....

.....

SIGNED WITNESS:

Name

Address

DATE OF CONTRACT

/ /

CONTRACT DATE**NOTE**

Insert date when Contract is signed by both parties.

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SCHEDULE 1

1. Time for completion - building period (Clause 11)

NOTE

Building Works to be carried out by the Owner or the Owner's agent are as listed in Schedule 5.

60 Weeks including the following estimates for delays:

- Inclement weather and the effects of inclement weather
10 days
- Weekends, public holidays, rostered days off and other foreseeable breaks in the continuity of the work
65 days
- Other days that are reasonable having regard to the nature of the **Building Work** 1 days

The **Builder** has excluded from the **Contract Price** amounts payable to third parties in relation to the **Building Works**. The work or things listed below are not included in the **Contract Price** and the **Builder's** reasonable estimates of the amounts payable in respect to them are listed as follows:

	Item	Estimate
1	Conveying connection or installation of	
(a)	Gas	\$ NIL
(b)	Electricity	\$ 350
(c)	Telephone to one point	\$ 400
(d)	Water	\$ NIL
(e)	Sewerage	\$ NIL
2	Issue of Planning Permit	\$ NIL
3	Issue of Building Permit	\$ NIL
4	Other	
(a)	\$
(b)	\$

2. Contract Price (Clause 12)

Price excluding GST	\$
GST on the above amount	\$
Contract Price including GST	\$

The **Contract Price** is GST inclusive.

The price of this Contract is not fixed, and may only be altered as a result of:

- variations requested by the **Owner** and agreed by the **Builder** (Sub-clauses 23 and 24); and
- interest on overdue payments (Sub-clause 31).

Ensure that you fully understand how the clauses dealing with these matters affect the Contract Price.

WARNING TO OWNER AS TO PRIME COST ITEMS

It is always better to get a fixed price for all work. However, some fixtures and fittings may need to be selected after the Contract is signed e.g. a stove, type of taps etc. If these items are specified as Prime Cost Items the Builder will allow an amount in the Contract Price which should cover the expected cost of the item.

NOTE: If the actual cost is more than the amount allowed you will have to pay the extra amount. You may also have to pay the Builder's margin in the extra amount. If this is intended, the margin should be specified, or cannot be claimed unless the Owner agrees in writing to such additional amount. If the Prime Cost is less than that allowed for in the Contract, the difference should be deducted from the Contract Price.

3. Deposit

(Clause 9) \$ (5% of Contract Price)

4. Person responsible for obtaining and paying for planning approval and or siting consents and number of days to obtain planning and or siting consents approval
(Clause 18 and 19)

The Builder within 120 days of the **Land Settlement Date**.

5. Person responsible for obtaining and paying for the Building permit and number of days to obtain Building Permit
(Clause 18 and 19)

The Builder within 90 days of the later of:
i) the **Land Settlement Date**; and
ii) receipt of the essential information from the **Owner** referred to in Sub-clause 13.0

6. Number of Days to make Progress Payments after stage completed and notice received
(Clause 30)

7 days

8. Agreed interest for late Progress Payments (Clause 31)	10% per annum
9. Agreed damages for late completion of the Building Works (Clause 40)	\$350 per week
10. Percentage applicable to extra work (Clauses 12.2, 17.2 and 21.2)	N/A
11. Lending Body Finance (Clause 8.0)	N/A
12. Agreed damages for delays (Clause 34.4)	N/A

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SCHEDULE 2

PRIME COST AND PROVISIONAL SUM ITEMS AND ALLOWANCES

Refer to procedures in Clauses 12 and 33

The parties agree that the following allowances are included in the **Contract Price**. The allowances included in the **Contract Price** by the **Builder** for **Prime Cost Items** and **Provisional Sums** must be a reasonable estimate of the price for the supply of the item and/or the work to be performed, in accordance with Sections 20, 21 and 22 of the Domestic Building Contracts Act 1995.

SCHEDULE 3

CONSTRUCTION STAGES APPLICABLE TO METHOD 1 PROGRESS PAYMENTS

'Base stage' means

- (a) in the case of a home with a timber frame, the stage when the concrete footings for the floor are poured and the base brickwork is built to floor level;
- (b) in the case of a home with a timber frame, with no base brickwork, the stage when the stumps, piers or columns are completed;
- (c) in the case of a home with a suspended concrete slab floor, the stage when the concrete reinforcement bars are poured;
- (d) in the case of a home with a concrete floor, the stage when the floor is completed;
- (e) in the case of a home for which the exterior walls and roof are constructed before the floor is constructed, the stage when the concrete footings are poured.

'Frame stage' means

the stage when the home's frame is completed and approved by a building surveyor.

'Lock-up stage' means

the stage when the home's external wall cladding and roof covering is fixed, the flooring is laid and external doors and external windows are fixed (internal doors and windows are only temporary).

'Fixing stage' means

the stage when all internal cladding, architraves, skirting, doors, built-in shelves, baths, basins, troughs, sinks, cabinets and cupboards of a home are fitted and fixed in position.

'Completion' means

the Building Works are complete in accordance with the Contract Documents.

NOTE

This table is prescribed by Schedule 3 on 40 of the Domestic Building Contracts Act 1995.

In the case of a Domestic Building Contract that is not listed in the Table, a Builder must not demand or receive any amount of payment or instalment that is not directly related to the progress of the Building Works being carried out under the Contract.

TABLE

COLUMN 1	COLUMN 2	COLUMN 3
Type of Contract	Percentage of Contract Price	Stage
Contract to build to lock-up stage	20% 25%	Base stage Frame stage
Contract to build to fixing stage	12% 18% 40%	Base stage Frame stage Lock-up stage
Contract to build all stages	10% 15% 35% 25%	Base stage Frame stage Lock-up stage Fixing stage

Schedule 3 - METHOD 1

PROGRESS PAYMENTS

NOTE

Use Method 1 unless the Building Works differ from the usual. If Method 2 is to be used the Owner must read and sign Attachment 1 on page 10. Delete whichever method is inapplicable.

Method 1

There are five stages in Method 1. These are listed below. Fill in the percentage of the Contract Price and the amount payable for each of the stages applicable to your Contract. For example, if the Contract is to build to lock-up stage, fill in the first 3 stages and delete the last 2 stages; if the Contract is to complete the Building Works complete all 5 stages.

There are five different types of payment stages. Instruction for the Base Stage - refer to Schedule 3. In the table below fill in (a), (b), (c), (d) or (e) to indicate which type will be used under this Contract.

STAGE	CENTAGE OF CONTRACT PRICE	AMOUNT
Deposit (Refer to Clause 9) %	\$
• Base stage [• Frame stage • Lock-up stage • Fixing stage • Completion % % % % %	\$, \$, \$, \$, \$
TOTAL CONTRACT PRICE (excluding variations)	100% (Including Deposit)	\$

SCHEDULE 3 - METHOD 2

PROGRESS PAYMENTS	NOTE
	<p>Under Method 2 the Builder and the Owner must agree on stages at which Progress Payments must be made.</p> <p>Remember, the Owner must read and sign Form 1 of the Regulations (refer to Attachment 1 on page 10) before using Method 2.</p>

FORM 2 OF THE REGULATIONS

Regulation 6(b)

The parties agree –

- (i) that the Progress Payments fixed by section 40 of the Domestic Building Contracts Act 1995 do not apply; and
- (ii) that instead the percentage of the Contract Price and amounts payable are as follows:

NAME OF STAGE	If this stage is not the same as a stage defined in section 40(1) of the Domestic Building Contracts Act 1995, what does this stage mean?	PERCENTAGE OF TOTAL PRICE	AMOUNT
1	Deposit On signing of contracts	5%	\$
2	Set-Out	5%	\$
3	Completion	90%	\$
TOTAL CONTRACT PRICE (Excluding Variations)		100% (Including Deposit)	0

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ATTACHMENT 1

FORM 1 OF THE REGULATIONS

Regulation 6(a)

WARNING TO OWNER - CHANGE OF LEGAL RIGHTS

Section 40 of the Domestic Building Contracts Act 1995 provides that a **Builder** cannot charge more than a fixed percentage of the total **Contract Price** at the completion of each stage of building a home.

The Act also allows the parties to agree in writing to change the stages and the percentage of the **Contract Price** to be paid at the completion of each stage.

There are several ways in which a particular Contract can vary from the normal, and it is these exceptional cases which have caused the law to allow for these changes. Examples would include:

- where it is very expensive to prepare the land for building, for example, where the site is steep or rocky;
- where the house is so large that it will take a long time to complete, and intermediate **Progress Payments** are therefore required;
- where exceptionally expensive finishes are required, meaning that the final stage will represent a much larger proportion of the whole price;
- where an architect is engaged to independently assess the value of completed work for Progress Payments.

You should not agree to **Progress Payments** different from those provided in the Act unless your house is unusual in some way and you are **SURE THAT DIFFERENT PROGRESS PAYMENTS ARE NECESSARY** and you understand clearly why the change is needed in the case of your particular house. If you have any doubts, you could contact:

Housing Industry Association
The Master Builders' Association of Victoria
Office of Fair Trading and Business Affairs
Royal Australian Institute of Architects

I acknowledge that I have read this warning before signing the Contract.

Signature of Building Owner.

**WHEN METHOD 2 IS TO BE USED FOR PROGRESS PAYMENTS
ALL OWNERS MUST SIGN**

SCHEDULE 4

SPECIAL CONDITIONS

REFER SPECIAL CONDITIONS ADDENDUM

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SCHEDULE 5

EXCLUDED ITEMS

The **Owner** acknowledges that the **Building Works** do not include those items of building work and materials listed below and accepts full responsibility for this work and materials.

Window furnishings

Free standing appliances.

Furniture

.....
.....
.....
.....
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A. INTERPRETATION

Definitions

NOTE

Throughout the Contract whenever a defined phrase or word is used it is shown in bold print.

- 1.0
- '**Builder**' means the person, partnership or company named in the Particulars of Contract.
 - '**Building Period**' means the building construction time estimated by the **Builder** to carry out the **Building Works**, as stated in Item 1 of Schedule 1, subject to Clause 34.
 - '**Building Works**' means the works to be carried out and completed by the **Builder** as shown in the **Contract Documents** and as varied in accordance with this Contract.
 - '**Building Site**' means the land upon which the **Building Works** are to be carried out.
 - '**Business Day**' means a day that is not a Saturday or a Sunday or a day that is wholly or partly observed as a public holiday throughout Victoria.
 - '**Commencement**' means the day on which the **Building Works** commence on the **Building Site**.
 - '**Completion**' means that the **Building Works** to be carried out under the Contract have been completed in accordance with the **Plans** and the **Specifications** set out in the Contract.
 - '**Contract Documents**' means this signed Contract and these Conditions, signed **Specifications**, signed **Plans** and an **Engineer's Design**.
 - '**Contract Price**' means the amount shown in Item 2 of Schedule 1 as varied by the Contract.
 - '**Days**' means calendar days.
 - '**Engineer's Design**' includes a footing design or other structural design that has been prepared by a qualified Engineer for the concrete footings, stumps, piers or slab construction, or for a particular part of the **Building Works** that requires a structural design, drainage design where appropriate and computations accompanying the foregoing.
 - '**Final Claim**' means the **Builder's** claim setting out the balance of the **Contract Price** due for payment by the **Owner** to the **Builder**, taking into account all monies paid by the **Owner** and all other amounts to be added to or deducted from the **Contract Price** under this Contract.
 - '**Final Payment**' means the payment of the amount of the **Final Claim**.
 - '**Foundations Data**' has the same meaning as set out in Section 30 of the Domestic Building Contracts Act 1995.

Definitions
Continued

- '**Land**' means the land containing the **Building Site**.
- '**Lending Body**' means a person or corporation which has agreed or agrees to make a loan to the **Owner** to enable the **Owner** to pay monies which become payable to the **Builder** under this Contract.
- '**Notice of Completion**' means a notice given by the **Builder** pursuant to Clause 36 informing the **Owner** that the **Building Works** have reached **Completion**.
- '**Owner**' means the person, partnership or company named in the Particulars of Contract and wherever appearing in this Contract includes their agents, executors and administrators.
- '**Plans**' means the drawings showing the layout and design details of the **Building Works** with dimensions and elevations, including the **Engineer's Design**.
- '**Possession**' includes occupancy, use or control.
- '**Prime Cost Item**' means an item (for example, a fixture or fitting) that either has not been selected or whose price is not known at the time which this Contract is entered into and for the cost of supply and delivery which the **Builder** has made allowance for in the **Contract Price**.
- '**Progress Payment**' means a payment that the **Builder** may claim on the completion of a construction stage as detailed in Schedule 3.
- '**Provisional Sum Item**' means an item of work (including labour and materials) for which the **Builder**, after making all reasonable inquiries, cannot give a definite price at the time that this Contract is entered into and which the **Builder** has made allowance for in the **Contract Price**.
- '**Site Access**' means access for delivery and tradesmen's vehicles from the roadway to the **Building Site** on the **Land**.
- '**Site Drainage**' means drains deemed by the **Soil Test Report** to be necessary to protect the **Building Works** from water damage on the **Building Site**.
- '**Soil Test Report**' means an investigation of the **Building Site** to seek evidence of filling on the **Land**, concealed rock and to establish a depth for the footing excavations.
- '**Specifications**' means the Contract document that shows the full details of the **Building Works** and includes the details of the materials to be supplied.
- '**Statutory or Other Authority**' means the Local Government, State or Federal Government, or any Government Agency or authorised private certifier that has the power to affect the **Building Works**.
- '**Sub-Contractor**' means a person, partnership or company who contracts with the **Builder** to carry out part of the **Building Works**.

<i>Headings, footnotes, etc.</i>	2.0	The headings (but not the boxed explanatory or side notes) form part of this Contract.
<i>Contract complete in itself</i>	3.0	This Contract is complete in itself and overrides any earlier agreement, whether made verbally or in writing. Any other collateral or prior agreement, negotiations, representations or arrangements and statements of any nature whatsoever have been superseded by this Contract and may not be relied on by any party.
<i>Joint and several obligations</i>	4.0	If there is more than one Owner under this Contract, their obligations are joint and several.
<i>Assignment and sub-letting</i>	5.0	Either party may assign their rights and duties under this Contract with the written consent of the other.
<i>Notices</i>	6.0	<p>A notice is given to the person when:</p> <ul style="list-style-type: none"> • it is delivered in person; • 2 clear Business Days have passed after it has been sent by prepaid post to the person; or • sent by facsimile (where this service is available). <p>6.1 The parties must notify each other promptly of a change of address.</p> <p>6.2 The notice is deemed to have been served if sent to the address, or facsimile, which the party sending the notice reasonably believes to be the current address, or facsimile, of the other party.</p>

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B. MAIN OBLIGATIONS OF THE PARTIES

Building Act Insurance

NOTE

The insurance policy is all of the terms and conditions of the insurance policy and not just the certificate of insurance.

7.0 Where an insurance policy is required under Division 3 of Part 9 of the Building Act in relation to this Contract and it is not issued before this Contract is entered into then until such an insurance policy is issued:

- the **Builder** is not able to enforce any provision of this Contract;
- the **Building Works** must not commence; and
- no money (including the deposit) is payable under this Contract.

7.1 The **Builder** is to ensure that a copy of that insurance policy is given to the **Owner** within 7 **Days** after it is issued.

Finance

8.0 If an amount is inserted in Item 11 of Schedule 1 then this Contract is conditional upon the **Lending Body** providing to the **Owner** written approval of a loan of at least that amount in order to enable the **Owner** to pay to the **Builder** the monies which become payable under this Contract, such approval unless otherwise as stated in Item 11 of Schedule 1 to be provided within 14 **Days** of the date of this Contract. The **Owner** promises diligently to pursue such written approval.

8.1 Should such written approval not be obtained within the time provided, this Contract will be voidable within 7 **Days** at the option of the **Owner** to be exercised by notice in writing to the **Builder**, whereupon all monies paid by the **Owner** to the **Builder** will be refunded except for a sum calculated in accordance with Sub-Clause 19.4.

Deposit

9.0 The **Owner** must pay to the **Builder** the deposit set out in Item 3 of Schedule 1 on the later of:

- the signing of the contract; or
- the issue of an insurance policy in relation to this Contract under Division 3 of Part 9.

The amount of the deposit must not be:

- more than 5% if the **Contract Price** is \$20,000 or more; or
- more than 10% if the **Contract Price** is less than \$20,000.

Commencement and Building Period

NOTE

The Building Period may be extended in accordance with Extensions of Time. Refer to Clause 34.

10.0 **Commencement** must occur within **Days** after the **Builder** receives:

- the essential information from the **Owner** (Refer to Clause 13);
- all necessary building permits and planning approvals. (Refer to Clause 19);
- payment of the deposit under Clause 9; and confirmation of **Settlement Date** and proof capacity to pay.
- the **Owner** showing the **Builder** the boundaries of the **Land** as required by Clause 17.1.

10.1 The **Building Period** starts on the actual day of **Commencement**.

- | | |
|---|--|
| <p>Statutory Warranties</p> <p>NOTE
The Building Period may be extended due to further unforeseen delays as set out in Clause 34.</p> | <p>10.2 The Builder will do everything that is reasonably possible to ensure that the work will start as soon as possible.</p> <p>11.0 To the extent required by the Domestic Building Contracts Act the Builder warrants that:</p> <ul style="list-style-type: none"> • the Building Works will be carried out in a proper and workmanlike manner and in accordance with the Plans and the Specifications set out in this Contract; • all materials to be supplied by the Builder for use in the Building Works will be good and suitable for the purpose for which they are used and that, unless otherwise stated in this Contract, those materials will be new; • the Building Works will be carried out in accordance with, and will comply with, all laws and legal requirements including, without limiting the generality of this warranty, the Building Act 1993 and the regulations made under that Act; • the Building Works will be carried out with reasonable care and skill and will be completed by the end of the Building Period; • if the Building Works consists of the erection or construction of a home, or is work intended to renovate, alter, extend, improve or repair a home to a stage suitable for occupation, the home will be suitable for occupation at the time the work is completed; and • If this Contract states the particular purpose for which the Building Works are required, or the result which the Owner wishes the Building Works to achieve, so as to show that the Owner relies on the Builder's skill and judgement, the Builder warrants that the Building Works and any material used in carrying out the Building Works will be reasonably fit for that purpose or will be of such a nature and quality that they might reasonably be expected to achieve that result. |
|---|--|

Owner Must Pay the Contract Price

12.0 The **Owner** must pay the **Builder** the **Contract Price** set out in Item 2 of Schedule 1 and other amounts to be paid by the **Owner** under this Contract in accordance with Clause 30 or as otherwise stated in this Contract.

The **Owner** may be required to pay more if:

- there are additional costs payable by operation of Sub-Clause 12.1;
- additional costs are caused by a deficiency or conflict within the **Contract Documents** (Refer to Clause 16);
- a survey of the **Land** is needed to determine the correct boundaries of the **Land** (Refer to Clause 17);
- additional building permit fees are payable by operation of Clause 18;
- there is a variation to the costs of complying with changed laws (Refer to Clauses 21 and 22);
- there is an additional amount to pay for an agreed variation (Refer to Clauses 23 and 24);

- the **Owner** is to pay the cost of providing access (Refer to Clause 26);
- interest charges apply by operation of Clause 31; or
- there are additional costs associated with **Prime Cost Items** or **Provisional Sums** in Schedule 2 (Refer to Clause 33).

12.1 Should the following circumstances arise:

- that the authorised person under the Building Act properly requires that a variation to the **Building Works** be made;
- the variation requirement arose as a result of circumstances beyond the **Builder's** control;
- the **Builder** gave a notice pursuant to Clause 23 including a copy of such requirement; and
- the **Owner** does not within 5 **Business Days** of receipt of such notice advise in writing that such variation requirement is disputed, the **Building Works** are varied by operation of this sub-clause in accordance with that requirement and the price for the variation will be charged and paid in accordance with Clause 24.

12.1.1 Subject to Clause 12.1.2, where the requirement relates to costs associated with excavations and/or footings, the **Builder** must make no charge unless the **Builder** has obtained the **Foundations Data** before entering this Contract and the cost could not reasonably have been ascertained from the **Foundations Data**. For the purposes of this Clause, the **Builder** does not have to commission the preparation of **Foundations Data** to the extent that such data exists and it is reasonable for the **Builder** to rely on that data.

12.1.2 Notwithstanding Clause 12.1.1, the **Builder** is entitled to make an extra charge for an amount not already provided for in this Contract if the need for the additional amount could not have been reasonably foreseen had the **Builder** obtained the **Foundations Data**.

12.2 The price for additional excavations and footings, if any, including an amount for the **Builder's** profit and overheads, being the percentage stated in Item 10 of Schedule 1 applied to the cost of that work, is payable with the next **Progress Payment**.

12.3 If there are any additional charges associated with Sub-Clause 12.1 which when added to the **Contract Price** increase the **Contract Price** by 15% or more the **Owner** may bring this Contract to an end by giving the **Builder** a written notice, either personally or by registered post.

12.4 If the Contract is brought to an end by the **Owner** under Sub-Clause 12.3, the **Builder** is entitled to a reasonable price for the work carried out under the Contract to the date the Contract is ended.

***Owner Must Provide
Essential Information***

13.0 The **Owner** must give the **Builder** written evidence of the following within 30 **Days** of the date of this Contract to enable **Building Works** to commence:

- satisfactory evidence of the **Owner's** title to the **Land**;
- full details of any easements, restrictions or covenants which affect the **Land**;
- satisfactory evidence of the **Owner's** capacity to pay the sum of the **Contract Price** and where monies are to be borrowed, satisfactory written evidence that any loan has been approved by the **Lending Body** and that the mortgage documents have been signed;
- details of any inspections required by the **Lending Body**;
- copies of any town planning approval and proof of payment of the relevant fees, where the **Owner** is responsible for obtaining the approval; and
- where there are existing structures on the **Land** to be removed by the **Owner**, evidence that such structures have been demolished and all debris has been removed.

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C. BEFORE WORK BEGINS

Owner to Supply Documents

14.0 If the **Owner** supplies the **Specifications**, the **Plans** and/or **Engineer's Design** the **Owner** must supply a sufficient number of copies to allow the **Builder** to construct the **Building Works** and to obtain the necessary approvals.

Copyright

15.0 If the **Builder** constructs the **Building Works** in accordance with the **Plans** which may incorporate designs which are:

- supplied by the **Owner**;
- prepared under instruction from the **Owner**; or
- prepared from sketches supplied by the **Owner**;

then:

- the **Owner** warrants that the **Owner** has the right to use the design and the **Plans** and that no breach of copyright is involved in constructing the **Building Works** in accordance with the **Plans**; and
- the **Owner** indemnifies the **Builder** in relation to any claim for breach of copyright.

15.1 A claim for breach of copyright brought against the **Builder** is a breach of this Contract by the **Owner**.

16.0 If there is any difference between scaled dimensions and figures on the **Plans**, the figures prevail.

If there is any inconsistency and/or difference between these Contract conditions and related **Contract Documents** they are to take priority in the following order:

- the special conditions;
- these Contract conditions;
- the **Specifications**; then
- the **Plans**.

16.1 If the **Builder** finds any deficiency in the **Plans** or any conflict between the **Plans** and the **Specifications**, the **Builder** must promptly notify the **Owner** in writing. The **Owner** must then advise the **Builder** in writing how to resolve the problem or which document to follow. If the **Owner** does not do so within 7 **Days**, the **Builder** may decide what to do, and must notify the **Owner** in writing within 7 **Days** of the decision or the document that will be followed.

16.2 If additional costs will be incurred by reason of the operation of Sub-Clause 16.1 the **Builder** must request a variation pursuant to the provisions of Sub-Clause 23.2 and the procedure in relation to such variation as set out in Clauses 23 and 24 will apply.

<i>Interpretation of Contract Documents</i>	16.2.1 Should the Owner's consent required by the Builder pursuant to Sub-Clause 23.4 not be provided by the Owner within 7 Days of the Builder's notice given pursuant to Sub-Clause 23.2, then either party may end this Contract within 14 Days of the expiration of such 7 Day period by written notice given to the other.
	16.2.2 If this Contract is ended under this Clause then the Builder is entitled to a reasonable amount calculated in the manner set out in Sub-Clause 19.4
	16.3 The Builder is not entitled to claim for extra costs for errors in Plans and/or Specifications that the Builder has prepared.
<i>Owner Must Identify the Land</i>	17.0 The Owner must show the Builder the boundaries of the Land and warrants that they are correct and put up a sign on the Land showing the Owner's name and the lot or street number.
	17.1 If the Builder has a reasonable doubt about whether the boundaries are correct, the Builder must notify the Owner in writing and the Owner must obtain a survey within 7 Days .
	17.2 If the Owner does not do so within 7 Days , the Builder may, as the Owner's agent, obtain the survey. The Owner must pay to the Builder the price of the survey, including an amount for the Builder's profit and overheads being the percentage as shown in Item 10 of Schedule 1 applied to the cost of the survey, with the next Progress Payment .
<i>Building Permit Fees</i>	18.0 Unless shown otherwise in Items 4 and 5 of Schedule 1 the Builder has included in the Contract Price fees payable for the building permit and planning approvals.
	18.1 In the case of multiple dwellings where additional fees may be applicable, such as for head works, open space allowances and planning fees, these are not included in the Contract Price unless specified in Schedule 1 or 4.
	18.2 If a building permit fee increases or decreases after the date of this Contract the Owner must pay any increase and the Builder must credit any decrease and the next Progress Payment will be varied accordingly.

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Planning Approvals and Building Permits	19.0	The Owner is responsible for obtaining and paying for any planning approval that is required unless stated otherwise in Item 4 of Schedule 1. The party obtaining such planning approvals must take all reasonable steps to do so within the same time period shown in Item 4 of Schedule 1.
NOTE Some Councils have Planning Laws and special requirements that may affect the building of a new home within their municipality. There may be special restrictions on the positioning of the home on the land and/or restrictions on the type and/or colour of exterior building materials.	19.1	Subject to the receipt of the planning approval and if the Owner has not already got the necessary building permits, the Builder may apply for them within 21 Days after receiving evidence of the Owner's title to the Land and ability to pay under Clause 13.
	19.2	If the Builder is to obtain the building permits, the Owner appoints the Builder as the Owner's agent for this purpose. After the Builder obtains the building permits, the Builder must give copies of the permit documents to the Owner , if requested to do so.
	19.3	If the necessary planning approval and/or building permits are not obtained within the time specified in Items 4 or 5 of Schedule 1, then if:
		<ul style="list-style-type: none"> • neither party is at fault, either party may bring this Contract to an end by giving written notice to the other; • the Builder is at fault, the Owner may bring this Contract to an end by giving the Builder written notice; or • the Owner is at fault, the Builder may bring this Contract to an end by giving the Owner written notice, <p>provided that the party who wishes to end this Contract under the conditions of this Clause must do so within 14 Days of the expiration of the period set out in Items 4 or 5 of Schedule 1.</p>
	19.4	<p>If this Contract is ended under this Clause and the Builder is not at fault, the Builder is entitled to a reasonable price for the work performed, including overheads, the costs incurred and an amount for the Builder's profit applied to the cost of that work.</p> <ul style="list-style-type: none"> • may include an amount for the preparation of the Plans and the Specifications, the Engineer's Design and Soil Test Report - unless these have been allowed for in a separate contract; and • must not include an amount for work on the Building Site for which planning or building approval was not obtained.

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Insurance	20.0	The Builder must
NOTE		
Re Clause 20.4		
The Owner should note that the Owner will be liable for loss caused by the Owner or someone for whom the Owner is responsible, i.e. any sub-contractors, employees etc working on the Building Site for the Owner to perform any building works which are not included in the Building Works. The Owner should therefore consider insuring against the public liability risk.		<ul style="list-style-type: none"> • insure in the names of the Builder, the Owner and the Lending Body (as stated on Page 1), against liability for physical loss, deconstruction or damage to the Building Works and the goods and materials on the Land as described in the Contract Documents; and • indemnify the Owner in respect of and insure against liability for personal injury, death, property and loss or damage arising out of the Building Works. <p>The Builder's obligation is only to insure goods and materials supplied by the Builder. The Builder is not liable for and is under no obligation to have insurance cover for goods and materials supplied by or on behalf of the Owner whether or not such goods and materials are fixed to the Building Works.</p>
20.1		<p>The Builder must maintain the insurance from the date the Owner gives the Builder Possession of the Land under Clause 25 to the earlier of:</p> <ul style="list-style-type: none"> • the date that the Owner takes Possession of the Land or any part of the Land; or • the date the Builder hands over Possession of the Land.
20.2		<p>The Builder must provide the Owner with a current 'Certificate of Currency' within 7 Days of Commencement of the Building Works. The Certificate must show the names of the Builder, Owner, Lending Body and the job address.</p>
20.3		<p>The cover for personal injury, death, property loss or damage arising out of the Building Works must be for an amount which is not less than \$5 million for any one claim and the Builder must include as parties to be insured under the policy, any Sub-Contractors who do not provide the Builder with evidence of adequate and continuing insurance cover.</p>
20.4		<p>The Builder is not responsible for, and does not indemnify the Owner or the Owner's employees or agents or any person claiming through the Owner against, any loss or liability that arises out of something done or not done by the Owner or any person for whom the Owner is responsible. The Owner indemnifies the Builder in relation to such claims.</p>
20.5		<p>The Builder must be registered with WorkCover to protect any person employed by the Builder in carrying out the Building Works.</p>

D. DURING WORK

Variations to Statutory Laws

NOTE

Refer to Clause 24 for information relating to variations requested by the Owner or the Builder.

- 21.0 If the **Plans** and/or the **Specifications** have to be varied to comply with either a change in the law or statutory requirements after this Contract is entered into the **Builder** must not give effect to any variation unless the following circumstances apply:
- a building surveyor or other authorised person under the Building Act 1993 requires in a building notice or building order under that Act that the variation be made;
 - the requirement arose as a result of circumstances beyond the **Builder's** control;
 - the **Builder** included a copy of the building notice or building order in the notice required by the Act; and
 - the **Owner** does not advise the **Builder** in writing within 5 **Business Days** of receiving the notice required by the Act that the **Owner** wishes to dispute the building notice or building order.
- 21.1 The **Owner** and the **Builder** may then agree to vary the **Plans** and the **Specifications** to make them comply or to avoid the need to comply. The variation must be in writing and signed by the **Owner** and the **Builder**. If the **Builder** and the **Owner** do not agree within 7 **Days** to vary the **Plans** and the **Specifications**, they are varied in accordance with the **Builder's** notice under Sub-Clause 21.0.
- 21.2 If the variation involves additional cost, the **Owner** must pay it, plus the percentage specified in Item 10 of Schedule 1. If the variation involves a saving, the saving is to be deducted from the **Contract Price**. In each case, the adjustment is to be made to the next **Progress Payment** to the **Builder**.
- 21.3 If the cost of the variation is greater than 15% of the total of the **Contract Price** and other amounts to be added to or deducted from the **Contract Price** under this Contract:
- the **Owner** may bring this Contract to an end by giving the **Builder** a written notice either personally or by registered post; or
 - the **Builder** may bring this Contract to an end by giving the **Owner** a written notice either personally or by registered post if the **Owner** fails to give written evidence of ability to pay for the variation within 14 **Days** after receiving the **Builder's** notice.
- 21.4 If the Contract is ended under this Clause and the **Builder** is not at fault, the **Builder** is entitled to a reasonable price for the work performed, including overheads, the costs incurred and an amount for the **Builder's** profit applied to the cost of that work.

Variations to State or Commonwealth Tax Laws 22.0 The **Owner** must pay to the **Builder** a sum equal to any increase in any tax, duty or charge which takes effect after the date of the Contract and which causes an increase in the cost to the **Builder** in complying with the Contract. Such sum must be paid by the **Owner** to the **Builder** with the **Final Payment**.

Requested Variations 23.0 Either the **Owner** or the **Builder** may ask for the **Building Works** to be varied. The request must be in writing, must be signed and must set out the reason for and details of the variations sought.

23.1 If the **Owner** requests the variation and the **Builder** reasonably believes the variation will not require a variation to any permit and will not cause any delay and will not add more than 2% to the **Contract Price** the **Builder** may carry out the variation.

23.2 If the **Builder** requests the variation, the notice given by the **Builder** must state the following further particulars:

- what effect the variation will have on the **Building Works**;
- if the variation will result in any delays, the **Builder's** estimate of such delays; and
- the cost of the variation and the effect it will have on the amount payable by the **Owner** under this Contract.

23.3 Despite anything to the contrary contained in this Contract, the **Builder** is under no obligation to, and is at liberty not to, agree to a variation requested by the **Owner**. If the **Owner** requests a variation and the **Builder** does not agree to the variation under Clause 23.1, the **Builder** must, within a reasonable time of receiving the notice from the **Owner** under Clause 23.0, give the **Owner** a notice stating that the **Builder** refuses or is unable to carry out the variation and the reasons therefore.

23.4 Subject to Sub-Clause 23.1, the **Builder** must not give effect to any variation unless the **Owner** gives the **Builder** a signed consent to or request for the variation attached to a copy of the notice referred to in Sub-Clauses 23.2 and 23.3.

23.5 If, within 7 Days of the **Builder** giving the **Owner** the notice of particulars under Sub-Clause 23.2, the **Owner** does not give the **Builder**:

- a signed request to the variation under Sub-Clause 23.4; and
- written evidence of the **Owner's** ability to pay for the variation,

the request by the **Owner** for the variation is deemed withdrawn.

Effect of Variations	24.0	When a variation has been effected under Clause 12, 23 or 38:
		<ul style="list-style-type: none"> • If the variation increases the amount to be paid by the Owner under this Contract the amount is added to the next Progress Payment after the work is done. If it decreases the amount to be paid by the Owner under this Contract the amount is deducted from the next Progress Payment; • The Contract Documents are read as if so varied; and • The Completion Date or the number of Days required to finish the work are read as that date or number of Days, as adjusted to take account of the variation.
Possession	25.0	The Owner must, within 7 Days after the date of this Contract, give the Builder exclusive Possession of the Land to carry out the Building Works . The Builder's right to Possession of the Land is under a contractual licence only. The Builder has the Owner's authority to allow or refuse anyone access, and may remove unauthorised people from the Land .
	25.1	The Owner or an authorised officer of the Lending Body is entitled, after giving the Builder reasonable prior notice, to go on the Land to inspect the Building Works at reasonable times provided that such inspection does not delay or interfere with the progress of the Building Works .
All Weather Access	26.0	The Owner must, at the Owner's cost, provide the Builder with all weather access to the Building Site for any vehicle or machinery required for the delivery of materials and for the continued construction of the Building Works . The Owner acknowledges that the cost of all weather access is not included in the Contract Price .
Owner Must Not Direct Builder's Workers	27.0	The Owner , or an agent acting on behalf of the Owner or an officer of the Lending Body , must not make inquiry of or give directions to the Builder's workers or Sub-Contractors on the Building Site or elsewhere.
Owner Must Arrange Lending Body Inspections	28.0	The Owner must notify the Builder in writing if and when the Lending Body will want to inspect the Building Works before making a Progress Payment . The Builder must do everything reasonable to assist the Lending Body to inspect the Building Works . This includes sending a notice that a stage has been completed to the Lending Body at the same time as one is sent to the Owner .
Builder to Claim Progress Payments	29.0	The Builder must give the Owner a written claim for each Progress Payment when each stage has been completed, as set out in Schedule 3. The claim must set out each of the following:
		<ul style="list-style-type: none"> • the amount paid or to be paid for the stage or stages completed to date;

		<ul style="list-style-type: none"> • the amount paid or to be paid for, and details of, any variations made and other amounts paid or to be paid by the Owner under this Contract; • the sum of those amounts; • payments that have already been made by the Owner; and • the total claimed, taking into account the payments already made.
Owner Must Make Progress Payments	30.0	The Owner must pay the amount of a Progress Payment set out in Schedule 3 within the number of Days set out in Item 7 of Schedule 1 after both: <ul style="list-style-type: none"> • the stage has been completed; and • the Owner has received a written claim for the Progress Payment.
	30.1	If the Owner is getting finance from a Lending Body , the Owner must give the Lending Body an authority, while this Contract lasts, to make payment direct to the Builder of any amount the Owner agrees has become due under this Contract. The Owner must notify the Lending Body when each stage is completed and the payment is due.
Builder's Right to Agreed Damages	31.0	If the Owner does not pay the amount of a Progress Payment , or the Final Payment , within 7 Days after it becomes due, the Builder is entitled to interest on the unpaid amount, at the rate set out in Item 8 of Schedule 1, from the date the payment becomes due until the date the payment is made.
Unfixed Materials on Site	32.0	Any unfixed goods or materials on the Building Site are the property of the Builder .
Prime Cost Items and Provisional Sums	33.0	Where the Owner is to select any Prime Cost Item or a Provisional Sum Item , the Owner must: <ul style="list-style-type: none"> • make the selection within 21 Days of the date of this Contract; and • confirm that selection in writing within that time to the Builder.
	33.1	Allowances for Prime Cost Items do not include amounts for installation, Builder's profit and overheads and cartage. These are included in the Contract Price .
	33.2	Allowances for Provisional Sum Items do not include an amount for the Builder's profit and overheads. The amount for the Builder's profit and overheads is included in the Contract Price .

continued.

Provisional Sums-Are estimates of the cost of items of work (labour and materials) included in the Contract Price for which the Builder cannot give a definite price, for example, site excavation, rock removal and concrete footings.

- 33.3 If a **Prime Cost Item** selected by the **Owner** is unavailable, then the **Owner** must specify an alternative item within 7 **Days** of the **Builder's** request to do so, and if the **Owner** fails to comply the **Builder** shall be entitled to select an alternative as near as practical in quality to the original item selected by the **Owner**.
- 33.4 In relation to each **Prime Cost Item** and **Provisional Sum Item**, if the actual price of supplying the item or providing the work is:
- less than the allowance, the difference is deducted from the **Contract Price**; or
 - more than the allowance, the total of the difference plus the relevant margin on excess stated in Schedule 2 applied to that difference is added to the **Contract Price** and is payable with the **Progress Payment** in which the amount for that item or work is included.
- 33.5 Where there are no further **Progress Payments** to be made, the **Builder** must calculate the amount and notify the **Owner** as soon as possible. The amount of the difference must be paid or allowed with the **Final Payment** as the case may be.
- 33.6 In calculating the amount spent, the **Builder** must pass on normal trade discounts to the **Owner**. This does not include cash or special discounts for bulk purchasing or personal reasons.
- 33.7 The **Builder** must give the **Owner** a copy of any invoice, receipt or other document that shows the cost to the **Builder** of any **Prime Cost Item** or labour and materials that relate to a **Provisional Sum Item**, as soon as practicable after receiving same.
- 33.8 The **Builder** warrants that any allowance for a **Provisional Sum Item** included by the **Builder** in the Contract has been calculated with reasonable care and skill taking into account all of the information reasonably available at the date the Contract is made, including the nature and location of the **Building Site**.
- 34.0 The date for **Commencement** is put back or the **Building Period** is extended if the carrying out of the **Building Works** is delayed due to:
- a variation or a request for a variation by the **Owner** in accordance with Clauses 16, 21, 23 and 24;
 - a suspension of work in accordance with Clause 35;
 - inclement weather or conditions resulting from inclement weather in excess of the **Days** nominated in Schedule 1;
 - disputes with neighbouring owners or residents, or proceedings brought or threatened by them, that are not the **Builder's** fault;
 - civil commotion or industrial action affecting the work of tradespeople or the work of a manufacturer or supplier of materials;

Builder's Right to Extensions of Time

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- anything done or not done by the **Owner** or by an agent, contractor or employee of the **Owner**;
 - a delay in getting any approval, provided that it is not the **Builder's** fault; (Refer to Clause 19); or
 - any other cause that is beyond the **Builder's** direct control.
- 34.1 The **Builder** is to give the **Owner** a written notice informing the **Owner** of the extension of time. The written notice must state the cause and the extent of the delay.
- 34.2 To dispute the extension of time the **Owner** must give the **Builder** a written notice, including detailed reasons why the **Owner** disputes the claim, within 7 **Days** of receiving the **Builder's** notice.
- NOTE**
The amount to be stated in Item 12 of Schedule 1 is negotiable and is to reflect the damage the Builder will suffer as a result of the delay.

The minimum amount that the Builder is entitled to is \$250 per week.
- 34.3 If there is an extension of time due to anything done or not done by the **Owner** or by an agent, contractor or employee of the **Owner**, the **Builder** is, in addition to any other rights or remedies, entitled to delay damages, worked out by reference to the period of time that the **Building Period** is extended, being the greater of \$250 per week or that amount set out in Item 12 of Schedule 1. Delay damages will accrue on a daily basis.
- 34.4 The **Owner** must pay any delay damages with the next **Progress Payment**.
- 35.0 The **Builder** may suspend the **Building Works** if the **Owner**:
- does not make a **Progress Payment** that is due within 7 **Days** after it becomes due; or
 - is in breach of this Contract.
- 35.1 If the **Builder** suspends the **Building Works**, the **Builder** must immediately give notice in writing by registered post to the **Owner**. The **Owner** must remedy the breach within 7 **Days** after receiving the notice. The **Builder** must recommence the **Building Works** within 21 **Days** after the **Owner** remedies the breach and gives notice of this to the **Builder**.
- 35.2 The date on which the **Building Works** are to be completed is changed and extended to cover the period of suspension.

E. COMPLETION OF WORKS

Final Inspection

36.0 When the **Builder** considers that the **Building Works** have reached **Completion** the **Builder** is to give to the **Owner**:

- a **Notice of Completion**; and
- the **Final Claim**.

36.1 Notwithstanding any other provision of this **Contract**, the **Builder** must not demand **Final Payment** until after the **Builder** has given to the **Owner** either:

- a copy of the occupancy permit under the Building Act 1993, if the building permit for the **Building Work** requires the issue of an occupancy permit; or
- in any other case, a copy of the certificate of final inspection.

36.2 The **Builder** and the **Owner** must meet on the **Building Site** within 7 **Days** of the **Owner** receiving the **Notice of Completion** and **Final Claim** to carry out an inspection in accordance with Clause 37.

36.3 If the **Owner** does not meet with the **Builder** to inspect the **Building Works** as required by Clause 36.2, the **Owner** must pay the amount of the **Final Claim** within a further period of 7 **Days**.

36.4 If within 7 **Days** after service of the **Notice of Completion** the **Owner** fails to attend an inspection of the **Building Works**, the **Final Payment** is due and payable at the expiration of a further period of 7 **Days**.

List of Defects and Final Payment

37.0 When the **Owner** and the **Builder** meet on the **Building Site** to inspect the **Building Works**, the **Owner** is to give the **Builder** a written list of all known defects and incomplete work. The **Builder** and the **Owner** are to sign the list and each must keep a copy.

37.1 If the **Owner** does not give the **Builder** a written list or does not list any known defects or incomplete work, the **Owner** must pay the **Final Claim** within a further period of 7 **Days**.

37.2 If the **Owner** gives the **Builder** a list of known defects and incomplete work the **Builder** must carry out the work required to rectify any defects or to do any incomplete part of the **Building Works** for the **Building Works** to reach **Completion**.

37.3 The **Builder** is to give the **Owner** a written notice when the work under Clause 37.2 has been done.

37.4 The **Owner** must pay the **Final Claim** within a further period of 7 **Days** after the **Owner** receives the **Builder's** notice under Clause 37.3.

37.5 The fact that the **Owner** pays the **Final Claim** is not evidence that there are no defects or incomplete work nor a waiver of any rights under a statutory warranty.

- Handover and Final Payment**
- 37.6 The fact that the **Builder** signs the list is not an admission that the defects exist or there is incomplete **Building Works**.
 - 37.7 'Defect' does not include a defect arising from the fact that something has to be supplied or done by the **Owner**.
 - 38.0** When the **Owner** pays the **Final Claim** the **Builder** must hand over **Possession** of the **Land** to the **Owner** together with all keys, certificates and warranties in the **Builder's** possession.
 - 38.1 If the **Owner** takes **Possession** of the **Land** or any part of the **Land** before paying the **Final Claim** and without the **Builder's** prior written consent the **Owner** commits a substantial breach of this Contract entitling the **Builder** to elect to either:
 - treat the **Owner's** action as a repudiation of this Contract and accept that repudiation;
 - give the **Owner** a notice to remedy breach of contract under Clause 42; or
 - accept the **Owner's** actions as a variation of the **Building Works** to omit that part of the **Building Works** not carried out and completed as at the date the **Owner** takes such **Possession**.
 - 38.2 If the **Owner** breaches (including repudiates) this Contract, nothing in this Clause prejudices the right of the **Builder** to recover damages or exercise any other right or remedy.
 - 38.3 If the **Builder** accepts the variation of the **Building Works** under the third paragraph of Clause 38.1, the **Builder** is to give the **Owner** written notice to that effect and the **Builder** may give a **Notice of Completion** and a **Final Claim** under Clause 36.
- Defects Within the 3 Month Period**
- 39.0 The **Builder** must fix any additional defects in the **Building Works** that the **Owner** notifies in writing within 3 months the earlier of:
 - the date that the **Owner** takes **Possession** of the **Land** or any part of the **Land**; or
 - the date the **Builder** hands over **Possession** of the **Land**.
 - 39.1 Defects that in the reasonable opinion of the **Builder** affect the safety or security of the **Building Works** or may lead to it being damaged must be fixed by the **Builder** as soon as practicable after notification by the **Owner**.
 - 39.2 Other defects must be listed by the **Owner** and given to the **Builder** at the end of the 3 month period. The **Builder** must fix those defects within 21 **Days** after the expiration of the 3 month period or as soon as reasonably practicable.
 - 39.3 The **Builder** must fix defects without cost to the **Owner**. The **Builder** must do so in normal working hours or at any time agreed between the **Builder** and the **Owner**. The **Owner** must provide reasonable access to the **Builder**.

<i>Owner's Claim for Agreed Damages</i>	39.4	The Builder is not obliged to fix any defect which the Builder is not responsible for. The Builder may agree to fix such a defect and the parties may agree upon the cost for the Builder to fix the defect.
NOTE Re Clause 40.	40.0	If the Building Works have not reached Completion by the end of the Building Period the Owner is entitled to agreed damages in the sum set out in Item 9 of Schedule 1 for each week after the end of the Building Period to and including the earlier of:
The amount used to calculate agreed damages takes into account the expenses that will be incurred by the Owner if the Building Works are not completed on time (for example, rent for alternative housing or interest payments).		<ul style="list-style-type: none"> • the date the Building Works reach Completion; • the date this Contract is ended; and • the date the Owner takes Possession of the Land or any part of the Land.
The amount to be stated in Item 9 of Schedule 1 is negotiable and should accurately reflect the Owner's estimated expenses. If no amount is stated in Item 9 of Schedule 1, the amount of \$250 per week is allowed to the Owner.	40.1	The Owner may deduct the amount of any such damages from the Final Payment .
<i>Ending this Contract Under Bankruptcy or Liquidation</i>	41.0	Either the Owner or the Builder may bring this Contract to an end by giving written notice to the other by registered post, if the other becomes bankrupt or assigns his or her estate for the benefit of his or her creditors, or makes a composition or arrangement with them, or, being a corporation goes into liquidation (except for the purposes of reconstruction), or has a receiver, manager, mortgagee in possession, administrator, or provisional liquidator appointed.
<i>Builder's Right to End this Contract</i>	42.0	If the Owner breaches (including repudiates) this Contract, nothing in this Clause prejudices the right of the Builder to recover damages or exercise any other right or remedy.
	42.1	<p>The Owner is in substantial breach of this Contract if the Owner:</p> <ul style="list-style-type: none"> • does not give the Builder any of the essential information required by Clause 13; • does not pay a progress payment as required by Clause 30; • takes Possession of all or any part of the Land before paying the Final Claim and without the Builder's prior written consent; or • is otherwise in substantial breach of this Contract.

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- DRAFT EXAMPLE CONTRACT ONLY*
- | | |
|---|--|
| <i>Owner's Right to End this Contract</i> | <p>42.2 If the Owner is in substantial breach of this Contract the Builder may give the Owner a written notice to remedy the breach:</p> <ul style="list-style-type: none"> • specifying the substantial breach; • requiring the substantial breach to be remedied within 10 Days after the notice is received by the Owner; and • stating that if the substantial breach is not remedied as required, the Builder intends to end the Contract. <p>42.3 If the Owner does not remedy the substantial breach stated in the notice to remedy breach within 10 Days of receiving that notice, the Builder may end this Contract by giving a further written notice to that effect.</p> <p>42.4 The Builder is not entitled to end this Contract under this Clause when the Builder is in substantial breach of this Contract.</p> <p>42.5 If the Builder brings this Contract to an end under this Clause, the Builder is entitled to the Contract Price and other amounts payable by the Owner under this Contract, less the cost to the Builder of performing the remainder of the Building Works. The Builder is also entitled to reasonable compensation for any other loss caused by the Owner's breach.</p> <p>42.6 Any sum payable by the Owner to the Builder pursuant to the operation of this Clause is due and payable upon the Builder bringing this Contract to an end.</p> <p>43.0 If the Builder breaches (including repudiates) this Contract, nothing in this Clause prejudices the right of the Owner to recover damages or exercise any other right or remedy.</p> <p>43.1 The Builder is in substantial breach of this Contract if the Builder:</p> <ul style="list-style-type: none"> • suspends the carrying out of the Building Works, otherwise than in accordance with Clause 35; • has the Builder's licence cancelled or suspended; or • is otherwise in substantial breach of this Contract. <p>43.2 If the Builder is in substantial breach of this Contract the Owner may give the Builder a written notice to remedy the breach:</p> <ul style="list-style-type: none"> • specifying the substantial breach; • requiring the substantial breach to be remedied within 10 Days after the notice is received by the Builder; and • stating that if the substantial breach is not remedied as required, the Owner intends to end the Contract. |
|---|--|

Owner May Get Another Builder to Finish Work	43.3	If the Builder does not remedy the substantial breach stated in the notice to remedy breach within 10 Days of receiving that notice, the Owner may end this Contract by giving a further written notice to that effect.
	43.4	The Owner is not entitled to end this Contract under this Clause when the Owner is in substantial breach of this Contract.
	44.0	If the Owner brings this Contract to an end under Clause 43, then the Owner's obligations to make further payment to the Builder are suspended for a reasonable time to enable the Owner to find out the reasonable cost of completing the Building Works and fixing any defects.
	44.1	The Owner is entitled to deduct that reasonable cost calculated under Clause 44.0 from the total of the unpaid balance of the Contract Price and other amounts payable by the Owner under this Contract if this Contract had not been terminated and if the deduction produces:
		<ul style="list-style-type: none"> • a negative balance - the Builder must pay the difference within 7 Days of demand; or • a positive balance - the Owner must immediately pay the difference to the Builder.
Subcontracting	45.0	The Builder may sub-contract any part of the Building Works but such subcontracting does not relieve the Builder from the Builder's obligations under this Contract.
No Waiver	46.0	Except as provided at law or in equity or elsewhere in this Contract, none of the provisions of this Contract may be varied, waived, discharged or released, except with the prior written consent of the parties.
Severance	47.0	Any provision in this Contract which is illegal, void or unenforceable will be ineffective to the extent only of such illegality, voidness or unenforceability and will not invalidate any other provision of this Contract.

F. DISPUTES, CONCILIATION and TRIBUNAL

EXPLANATORY NOTES

If you have a dispute you should first discuss the matter with the other party. Serious disputes can often be avoided by good communication. It is suggested that in the event of a dispute the parties meet as soon as possible and try to resolve the matter through discussions.

Make sure that you understand your obligations under the Contract. If necessary obtain independent advice. If the dispute cannot be resolved informally then either party may refer the dispute to the Building Advice and Conciliation Service (Phone: 1300 557 559) for assistance in negotiating a resolution or for determination by an independent inspector. Alternatively either party may, at any time, make application to the Victorian Civil and Administrative Tribunal (Phone: 9628 9999) for a determination.

ATTACHMENT 2

DEED OF GUARANTEE AND INDEMNITY

INTERPRETATION

“**Builder**” is _____
“**Owner**” is _____
“**Guarantor**” is _____
“**Contract**” is that between the **Builder** and the **Owner** dated _____

BACKGROUND

The **Owner** executed the **Contract** at the **Guarantor’s** request.
The **Guarantor** is aware of the **Owner’s** obligations under the **Contract**.

OPERATIVE

Guarantee

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

Indemnity

The **Guarantor** indemnifies the **Builder** against any claim, loss or damage arising out of the subject matter of the **Contract** caused by or resulting from any non-fulfilment of the **Owner’s** obligations referred to in Clause 1.

Principal Debtor

The **Guarantor** is deemed to be a principal debtor jointly and severally liable with the **Owner** to discharge the obligations referred to in Clause 1.

No Merger

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

No Release

This **Guarantor** is not discharged by:

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

Severability

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

Where More Than One Guarantor

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

Waiver of rights

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

GUARANTOR'S STATEMENT

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

Signed as a Deed

Insert signing provisions for a Deed

Guarantor's name: _____

Guarantor's signature: _____

Witness's name: _____

Witness's signature: _____

Date: _____

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DEED OF GUARANTEE AND INDEMNITY

THIS DEED POLL is made on the day of 2016

BY: [insert name]
 of [insert address]
 (the **Guarantor**)

RECITALS

- A. The Owner has entered into the Contract at the Guarantor's request.
- B. The Guarantor is aware of the Owner's obligations under the Contract.
- C. The Builder has entered into the Contract in reliance on the Guarantor giving the guarantee and indemnity under this Deed.

1 INTERPRETATION

In this Deed, unless the context otherwise requires:

- (a) **Contract** means the contract between the Owner and the Builder dated [date];
- (b) **Builder** means Glenvill Projects Pty Ltd;
- (c) **Land** means [###];
- (d) **Owner** means [###];
- (e) a reference to this or any other document includes a reference to that document as amended, supplemented, novated or replaced from time to time;
- (f) a reference to a recital or clause is to a recital or clause of this Deed and the recitals form part of this Deed;
- (g) the headings in this Deed do not affect its interpretation; and
- (h) nothing in this Deed is to be interpreted against a party on the ground that the party put forward this document or any part of it.

2 GUARANTEE AND INDEMNITY

2.1 Guarantee

From the date of this Deed, the Guarantor:

- a) irrevocably and unconditionally guarantees to the Builder the Owner's performance of all of its obligations under the Contract;
- b) unconditionally agrees that if the Owner breaches any of obligation under the Contract then the Guarantor will perform that obligation;
- c) must pay on demand any amount which the Builder is entitled to recover from the Owner under the Contract; and

- d) indemnifies and will keep the Builder indemnified against all claims, loss or damage it suffers or incurs resulting from:
 - i) the Builder having entered into the Contract;
 - ii) the Owner's failure to perform any of its obligations under the Contract;
 - iii) the Contract, or any term of the Contract, being or becoming unenforceable against the Owner; or
 - iv) being unable to enforce any of its rights under this Deed.

2.2 Continuing obligation

The guarantee and indemnity in clause 2.1 are each a separate and continuing obligation. The Guarantor agrees that this Deed does not merge on completion or on the ending of the Contract by either party and continues notwithstanding that the Owner is the subject of an insolvency event.

2.3 No release

The liability of the Guarantor is continuing and will not be effected by:

- (a) any variation to the Contract including a variation to the works;
- (b) any delay or claim by the Builder to enforce a right against the Owner;
- (c) the Builder granting the Owner or the Guarantor time or any other indulgence to perform the Owner's obligations under the Contract;
- (d) any waiver granted by the Builder;
- (e) the death of any person who is, or who is one of the Owner or the Guarantor;
- (f) the payment of money secured by this Deed; or
- (g) any release provided by the Builder to the Owner.

3 PROPERTY CHARGE

The Guarantor grants a charge in favour of the Builder over the Land in which the Guarantor has any legal or beneficial interest. The Guarantor acknowledges that the Builder is irrevocably and unconditionally entitled to lodge a caveat against the Land as valid security for all amounts due and payable to it by the Owner under the Contract. The Builder will release any caveat promptly upon the Owner's performance of its obligations under the Contract, or the Guarantor's performance of its obligations under this Deed.

4 GENERAL

4.1 Severability

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

4.2 No waiver

Unless this Deed expressly states otherwise, a provision of this Deed, or right created under it, may not be waived or varied except in writing signed by the party or parties to be bound.

4.3 Governing law

This Deed is governed by the law in force in Victoria.

Executed as a deed

*If Guarantor is an individual

SIGNED SEALED AND DELIVERED by)
[Insert] in the presence of:)

Signature of witness

Signature of [Insert]

Name of witness
(please print)

*If Guarantor is a company with sole director

EXECUTED by [Insert]
in accordance with section 127(1) of the
Corporations Act 2001 (Cth)

Signature of sole director and secretary

Name of sole director and secretary
(please print)

*If Guarantor is a company with 2 directors or more

EXECUTED by [Insert]

in accordance with section 127(1) of the
Corporations Act 2001 (Cth)

Signature of director

Signature of director/ company secretary

Name of sole director and secretary
(*please print*)

Name of director / company secretary
(*please print*)

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*Delete as applicable

GLENVILL PROJECTS PTY LTD

SCHEDULE 4 - SPECIAL CONDITIONS

Clause Reference	Amendments / Special Conditions
General	<p>To the extent of any ambiguity, discrepancy or inconsistency between these Special Conditions and the conditions of contract, these Special Conditions will prevail.</p>
Clause 1.0	<p>The definitions are amended or added to as follows:</p> <p>Completion" means that stage in the carrying out and completion of the works under the contract when:</p> <ul style="list-style-type: none"> (a) the works are completed in accordance with the Plans and Specifications set out in the contract except for minor defects: <ul style="list-style-type: none"> i) which do not prevent the works from being reasonably capable of being used for their intended purposes, and ii) which the Builder has reasonable grounds for not promptly rectifying; and iii) the rectification of which will not prejudice the convenient use of the works; and iv) which do not cause any legal or physical impediment to the use of the works by the Owner or others; (b) an occupancy permit or certificate of final inspection, as the case may be, has been issued for the works under the Building Act 1993 and given to the Owner; and (c) the Builder has given to the Owner a Notice of Completion; and (d) the Builder has removed all of its plant and equipment and the Building Site is in a clean and tidy condition. <p>Deed of guarantee and indemnity means the attachment to these special conditions which replaces Attachment 2 to the contract.</p> <p>Land Contract of Sale" means the contract of sale of real estate made between the Vendor and the Owner in respect of the Land made on or about the date of this contract.</p> <p>Land Settlement Date means the due date of completion of the Land Contract of Sale, being the date the Owner is obliged to effect settlement in order to become entitled to be registered as proprietor of the Land.</p> <p>Notice of Commencement means a written notice issued by the Builder to the Owner and the Vendor stating the day on which the Building Works commence on the Building Site.</p>

	<p>Set-Out means that stage when the Builder has set-out the position of the proposed structure within the legal boundaries of the Land.</p> <p>Vendor means Alphington Developments Pty Ltd ACN 164 529 864.</p> <p>Vendor's Solicitor means Kalus Kenny Intelex.</p> <p>Works Commencement Notice means a notice to commence works in relation to the Land issued by the Vendor following the Land Settlement Date.</p>
Clause 1.0	<p>Delete the following definitions:</p> <p>“Prime Cost Item”</p> <p>“Provisional Sum Item”</p>
Clause 6A	<p>Insert a new Clause 6A as follows:</p> <p>6A The Owner must at the time of signing this contract, sign the Deed of guarantee and indemnity.</p>
Clause 7.0	<p>Delete and replace Clause 7.0 with the following:</p> <p>7.0 The Builder shall obtain an insurance policy required under Division 3 of Part 9 of the Building Act in relation to this contract within 7 Days of receiving confirmation from the Owner of the Land Settlement Date.</p>
Clause	<p>Delete Clauses 8.0 and 8.1</p>
Clause 9.0	<p>Delete and replace Clause 9.0 with the following:</p> <p>9.0 Upon the signing of the contract, the Owner will pay to the Builder the deposit stated in Item 10.2 of the Appendix to be held in the Vendor's Solicitor's trust account on trust for the Owner. The Owner irrevocably directs the Vendor's Solicitor to pay the deposit to the Builder Upon issue of the Notice of Commencement or in accordance with SC1.1.</p>
Clause 10.0	<p>Delete and replace Clause 10.0 with the following:</p> <p>10.0 Commencement must occur within 45 Days after the latest of the following to occur:</p> <ul style="list-style-type: none"> • the Land Settlement Date; • the Owner providing the Builder the essential information required by Sub-Clause 13.0; • the deposit being released by the Vendor's Solicitor to the Builder under Sub-Clause 9.0; • the Vendor issuing the Works Commencement Notice; and • any necessary planning approval and/or building permits as required by Sub-clause 19 being obtained.
Clause 11.1	<p>Add new Clause 11.1 as follows:</p> <p>11.1 The Builder further warrants that it and its employees, subcontractors and agents will carry out the Building Works in accordance with, and will comply with, all laws and legal requirements including, without limiting the generality of this warranty, the Building Act 1993 and the regulations made</p>

	under that Act, and the Occupational Health & Safety Act 2004 and the regulations made under that Act.
Clause 12.0	<p>Delete and replace Clause 12.0 with the following: The Owner must pay the Builder the Contract Price set out in Item 2 of Schedule 1 and other amounts to be paid by the Owner under this Contract in accordance with Clause 30 or as otherwise stated in this Contract.</p> <p>The Owner may be required to pay more if:</p> <ul style="list-style-type: none"> • there is an additional amount to pay for an agreed variation (Refer to Clauses 23 and 24); and • interest charges apply by operation of Clause 31.
Clause 12	Delete Clauses 12.1, 12.1.1, 12.1.2, 12.2, 12.3 and 12.4
Clause 13.0	<p>Delete and replace Clause 13.0 with the following: 13.0 The Owner must give the Builder written evidence of the following on the Land Settlement Date to enable Building Works to commence:</p> <ul style="list-style-type: none"> • satisfactory evidence of the Owner's title to the Land; • satisfactory evidence of the Owner's capacity to pay the Contract Price and where monies are to be borrowed, satisfactory written evidence that any loan has been approved by the Lending Body and that the mortgage documents have been signed; and • details of any inspections required by the Lending Body.
Clause 14	Delete Clause 14.0
Clause 15	Delete Clauses 15.0 and 15.1
Clause 16	Delete Clauses 16.1, 16.2, 16.2.1, 16.2.2 and 16.3
Clause 17	Delete Clauses 17.0, 17.1 and 17.2
Clause 18	<p>Delete and replace Clause 18 with the following: 18.0 The Builder has included in the Contract Price fees payable for the building permit and planning approvals.</p>
Clause 19	<p>Amend Clauses 19.0, 19.1 and 19.3 as follows:</p> <p>19.0 The Builder is responsible for obtaining and paying for any planning approval that is required unless stated otherwise in Item 4 of Schedule 1. The party obtaining such planning approvals must take all reasonable steps to do so within the same time period shown in Item 4 of Schedule 1.</p> <p>19.1 Subject to the receipt of the planning approval, the Builder may apply for the necessary building permits within 21 Days after receiving evidence of the Owner's title to the Land and ability to pay under Clause 13.</p> <p>19.3 If the building permit is not obtained within the time specified in Items 4 or 5 of Schedule 1, then if:</p>

	<ul style="list-style-type: none"> • neither party is at fault, either party may bring this Contract to an end by giving written notice to the other; • the Builder is at fault, the Owner may bring this Contract to an end by giving the Builder written notice; or • the Owner is at fault, the Builder may bring this Contract to an end by giving the Owner written notice, provided that the party who wishes to end this Contract under the conditions of this Clause must do so within 14 Days of the expiration of the period set out in Items 4 or 5 of Schedule 1.
Clause 21.2	Delete and replace Clause 21.2 with the following: 21.2 The Builder is not entitled to an adjustment to the Contract Price in having to carry out any variation under Sub-Clause 21.1.
Clause 21	Delete Clauses 21.3 and 21.4
Clause 23.0	Delete and replace Clause 23.0 with the following: 23.0 Either the Owner or the Builder may ask for the Building Works to be varied prior to the Land Settlement Date . The request must be in writing, must be signed and must set out the reason for and details of the variations sought. There will be no variation to the Building Works after the Land Settlement Date .
Clause 23.2	Delete and replace Clause 23.2 with the following: 23.2 If the Builder requests the variation, the notice given by the Builder must state the following further particulars: <ul style="list-style-type: none"> • what effect the variation will have on the Building Works; and • if the variation will result in any delays, the Builder's estimate of such delays.
Clause 24.0	Clause 24.0 is amended as follows: The reference to Clause 12 is deleted.
Clause 25.0	Clause 25.0 is amended as follows: The reference to "within 7 Days after the date of this Contract" is deleted.
Clause 26.0	Delete Clause 26.0
Clause 33	Delete Clause 33 in its entirety
Clause 34.0	Delete and replace Clause 34.0 with the following: 34.0 The date for Commencement is put back or the Building Period is extended if the carrying out of the Building Works is delayed due to: <ul style="list-style-type: none"> • a variation or request for a variation by the Owner in accordance with Clauses 23 and 24;

	<ul style="list-style-type: none"> • a suspension of work in accordance with Clause 35; and • any other cause beyond the Builder's direct control.
Clause 36.3	Delete and replace Clause 36.3 with the following: 36.3 The Owner must pay the amount of the Final Claim within 7 Days of the Owner receiving the Notice of Completion and Final Claim .
Clause 36.4	Delete Clause 36.4
Clause 37.1	Delete Clause 37.1
Clause 37.2	Delete and replace Clause 37.2 with the following: 37.2 If the Owner gives the Builder a list of known defects and incomplete work the Builder must carry out the work required to rectify any defects or to do any incomplete part of the Building Works within 30 days of the notice.
Clause 37.4	Delete clause 37.4
Clause 38.0	Delete and replace Clause 38.0 with the following: 38.0 When the Owner pays the Final Claim the Builder must hand over to the Owner : <ul style="list-style-type: none"> • Possession of the Land; • all keys, certificates and warranties in the Builder's possession; • all maintenance, operating and training manuals and other information as may be necessary for the good, safe and efficient operation of the works and of all items of plant and equipment incorporated in the works.
Clause 38.1	Clause 38.1 is deleted and replaced with the following: 38.1 If the Owner takes Possession of the Land or any part of the Land before paying the Final Claim and without the Builder's prior written consent, then: <ul style="list-style-type: none"> • the Final Payment immediately becomes a debt due and payable by the Owner; and • the Owner commits a substantial breach of this Contract entitling the Builder to treat the Owner's action as a repudiation of this Contract.
Attachment 2	Attachment 2 Deed of guarantee and indemnity is deleted in its entirety
SC1	SC1.0 If within 12 months of the signing of this contract the Owner fails to effect the Land Contract of Sale and the Land Contract of Sale is rescinded due to the default of the Owner under the Land Contract of Sale , the Builder may terminate

	<p>this contract immediately by giving written notice to the Owner.</p> <p>SC1.1 If this contract is ended under Clause SC1.0, the Builder is entitled to retain the deposit paid under this contract.</p> <p>SC1.2 If within 12 months of the signing of this contract the Owner fails to effect the Land Contract of Sale and the Land Contract of Sale is rescinded due to the default of the Vendor under the Land Contract of Sale, the Owner may terminate this contract immediately by giving written notice to the Builder.</p> <p>SC1.3 If this contract is ended under Clause SC1.2, the Builder must within 14 days of receiving notice under Clause SC1.2 refund to the Owner the deposit paid under this contract less:</p> <ul style="list-style-type: none"> a) \$100; and b) any out-of-pocket expenses or disbursements that the Builder may already have incurred with prior approval of the Owner.
SC2	<p>SC2.0 If any materials, appliances, fixtures and fittings selected by the Owner in the Specifications are discontinued or unavailable, the Builder shall give notice to the Owner requesting a variation to the Specifications.</p> <p>SC2.1 If the Builder and the Owner do not agree within 7 Days to vary the Specifications, the Builder may at its sole discretion provide an alternative similar product of equal or greater value and of similar appearance and function.</p> <p>SC2.2 The Builder shall be entitled to an extension of time to the Building Period for each day that the Builder is delayed in making an alternative selection.</p>
SC3	If the Building Period includes the Christmas and New Year Period, then the Builder is entitled to an extension of time to the Building Period of 21 Days , irrespective of whether the Builder carries out works during the Christmas and New Year Period or not.
SC4	The Builder reserves the right to photograph the works during and on completion of construction record and for use by the Builder in marketing and promotions.
SC5	<p>SC5.1 The Owner acknowledges that:</p> <ul style="list-style-type: none"> a) the plans and specifications provided in this contract are preliminary only; b) within 21 Days of the Land Settlement Date, the Owner will be provided copies of the final Plans and Specifications; c) the Plans and Specifications may vary from the plans and specifications provided in this contract but the Contract Price will remain unaffected. <p>SC5.2 Excepted as provided in Clause SC2, the Owner acknowledges that there will no variations to the Building Works following Commencement.</p>

SC6	The Owner acknowledges that the Contract Price includes all material and supplier rebates as negotiated by the Builder as part of its business dealings and/or are part of promotional schemes by suppliers and no further adjustments, will be made to the Contract Price , in relation to rebates.
SC7	The Owner acknowledges and consents to the Builder erecting and displaying a marketing sign upon the Land for a period of 13 weeks from date of handover. At all times this sign remains the property of the Builder .
SC8	The Owner acknowledges that warranties provided by various suppliers/service providers/ for the provision of various types of works and installations (such as termite treatment for the former, and air conditioning for the latter) may require the Owner to pay for regular maintenance and or inspections.
SC9	The Owner acknowledges and agrees that due to the unique characteristics of timber, external timber doors will malfunction in that they will warp and crack in the following instances: <ul style="list-style-type: none"> • Different paint colour internally to externally. • Doors painted a dark colour externally. The Builder will not maintain or warrant the performance of these doors.
SC10	The Owner acknowledges that the use of Emporite or similar 2 pak paint finishes to external doors or other external surfaces will fade and may have visible discolouration subject to exposure to sunlight. The Builder will not maintain or warrant the performance of these finishes.
SC11	The Owner acknowledges that due to the unique characteristics of coloured mortar differences in colour will be apparent between mortar batches / repairs and fading over time. The Builder will not maintain or warrant the performance of coloured mortar.
SC12	The Owner acknowledges and accepts that due to the unique characteristics of render, differences in colour and texture may be apparent when render is applied over different substrates and differences in colour will be apparent between render and painted surfaces of the same colour.
SC13	The Owner acknowledges acceptance by the building industry that due to the unique characteristics of Timber flooring, a certain amount of timber floor shrinkage will occur. Where strip flooring is to be left as the finished product, the flooring system installed may suffer significant shrinkage resulting in movement leading to visually obvious gaps. Darker colours will accentuate gaps. This shrinkage and movement is not a defect but is part of a natural process.

SC14	The Owner acknowledges that the Builder will build in accordance with the 'Deemed to Satisfy' provisions of the BCA or adopt a suitable Alternative Solution to the Deemed to Satisfy provision as it sees fit, provided that it meets with the approval of the Building Surveyor engaged by the Builder at any time during or post construction including the 10 year defects liability period.

See Deed of guarantee and indemnity attached.

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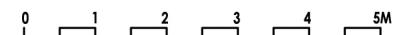
DESBROWE

LOTS - 6,14,15,22,23,31

LEGEND	
AF02	MONUMENT OR SIMILAR
BT01	PEARL GREY OR SIMILAR
CS03	MUDPACK OR SIMILAR
EPO1	MONUMENT OR SIMILAR
TF01	TIMBER FINISH

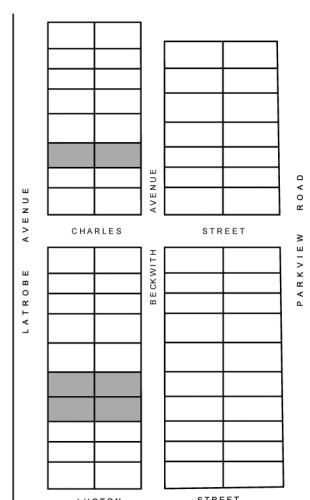
4 BEDROOM

GROUND FLOOR	106.30 sqM
FIRST FLOOR	112.70 sqM
	219.00 sqM
PORCH	1.33 sqM
GARAGE	37.10 sqM
TOTAL	257.43 sqM



SCALE

Dimensions are approximate and areas are calculated in accordance with the property council of australia method of measurement

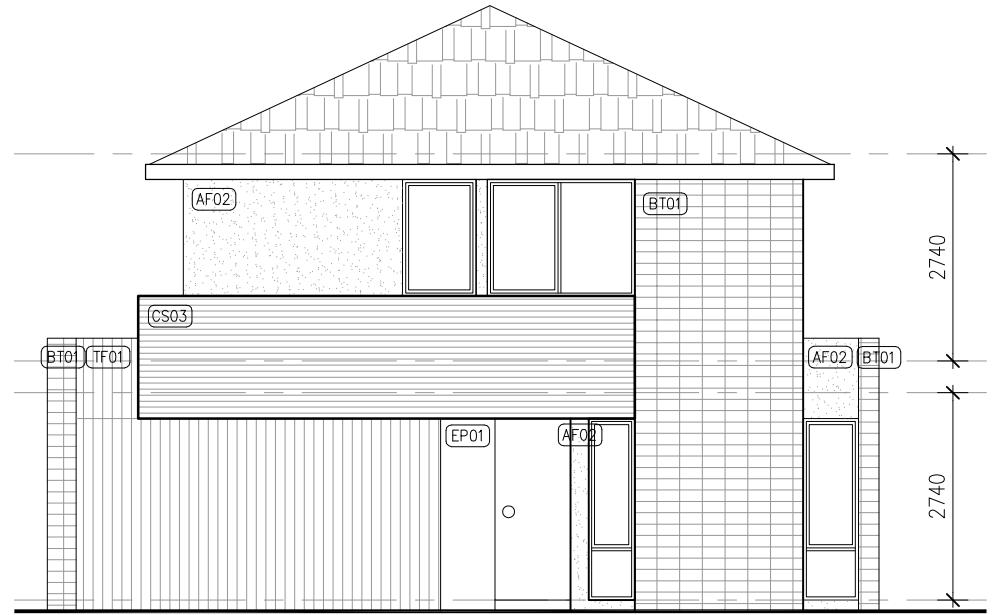


LOCATION PLAN
NOT TO SCALE

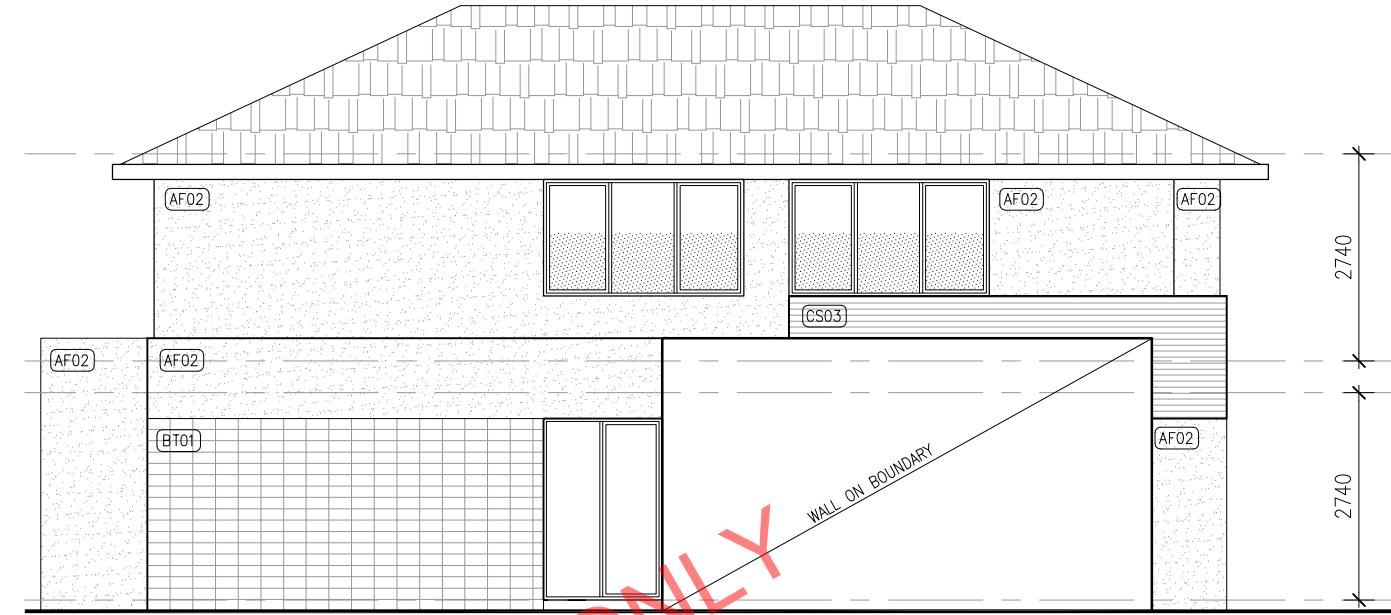


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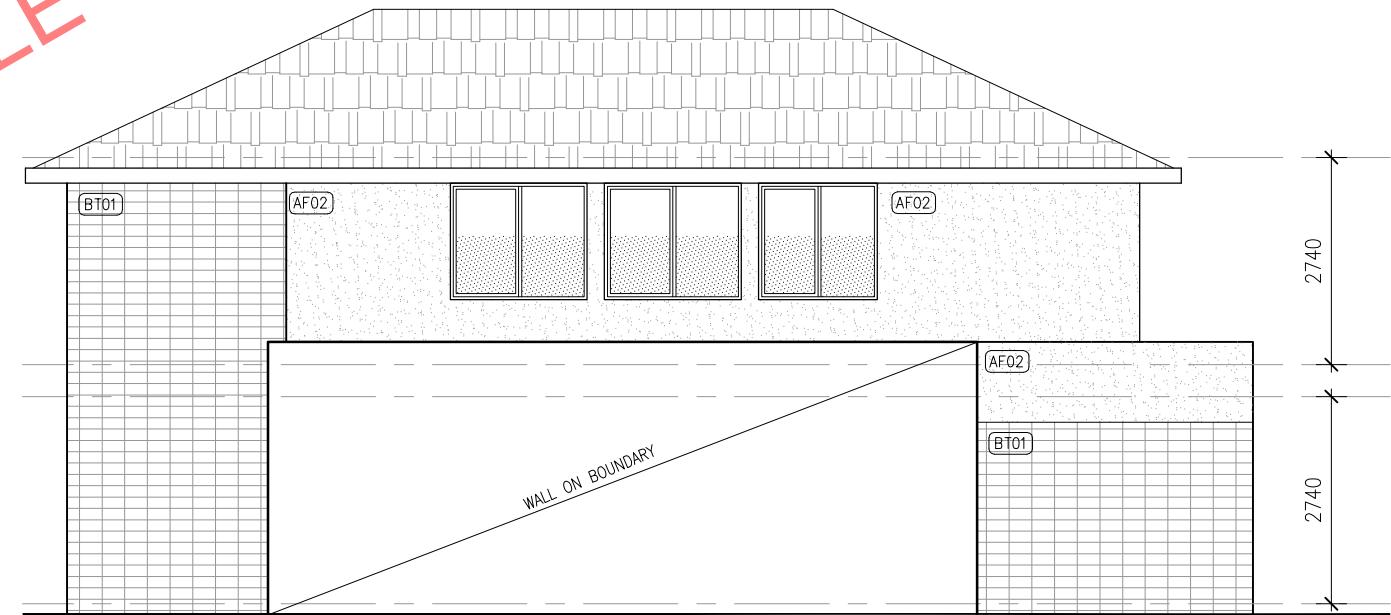
FRONT ELEVATION



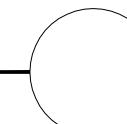
LEFT SIDE ELEVATION



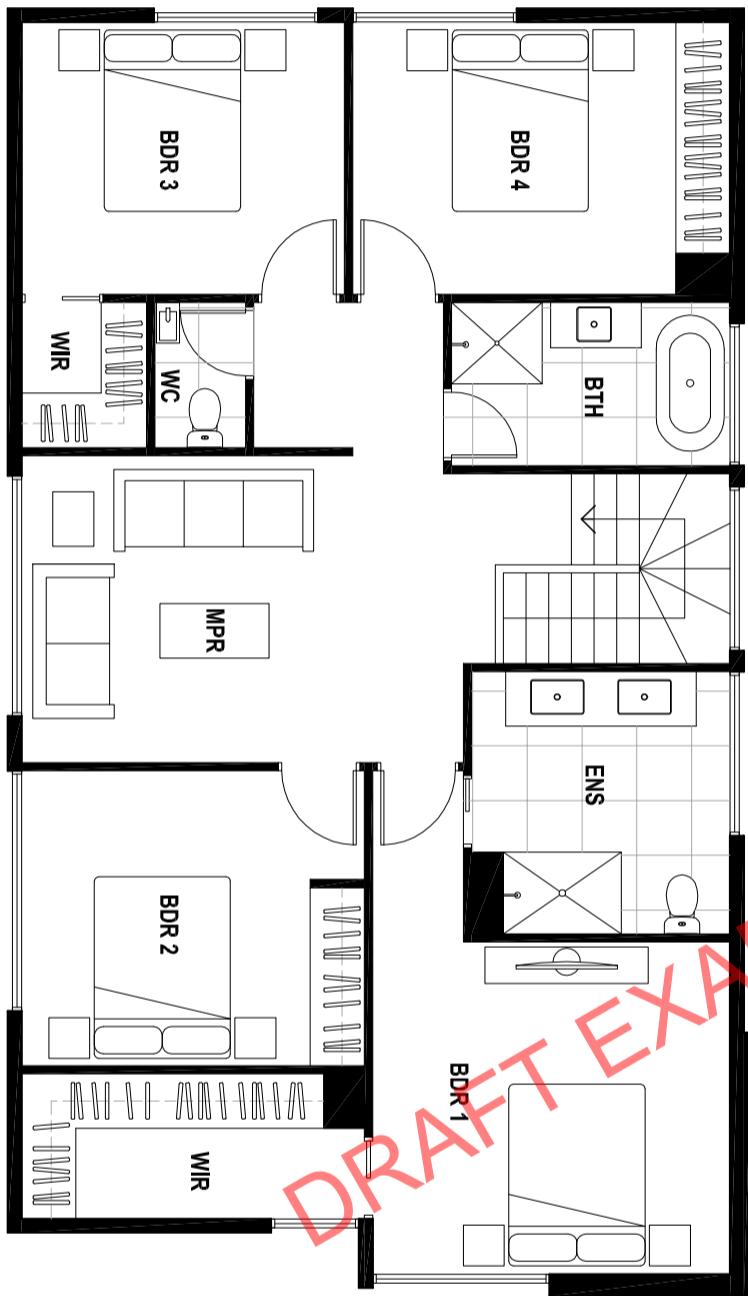
REAR ELEVATION



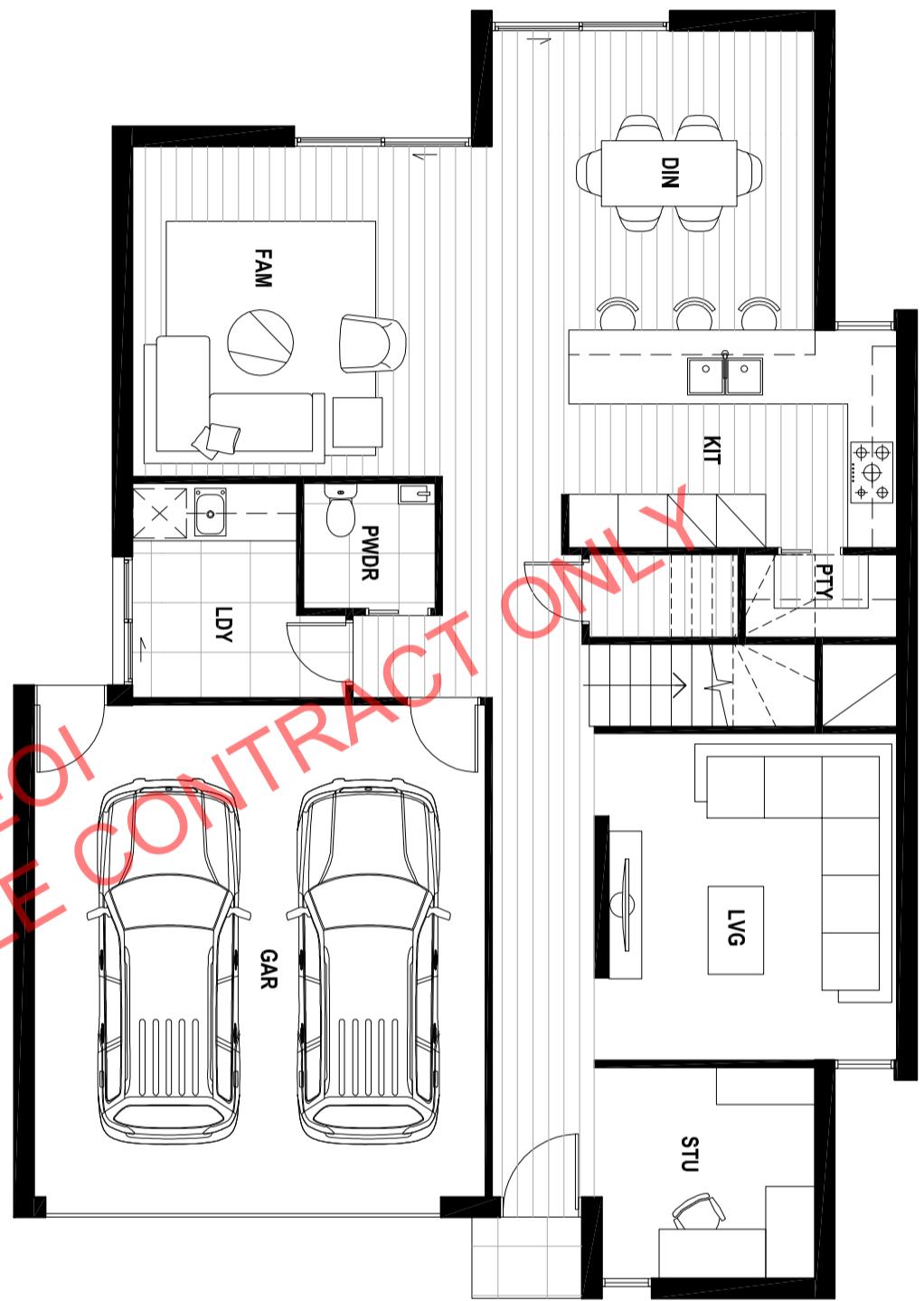
RIGHT SIDE ELEVATION



YarraBend



FIRST FLOOR

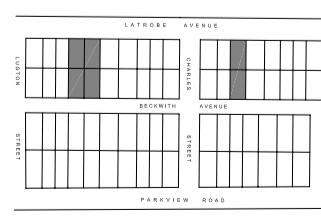


GROUND FLOOR



FRONT ELEVATION

Available on lots
6, 14, 15, 22, 23, 31



Desbrowe
4 BEDROOM

Ground Floor	106.30m ²
First Floor	112.70m ²
Porch	1.33m ²
Garage	37.10m ²
Total	257.43m²

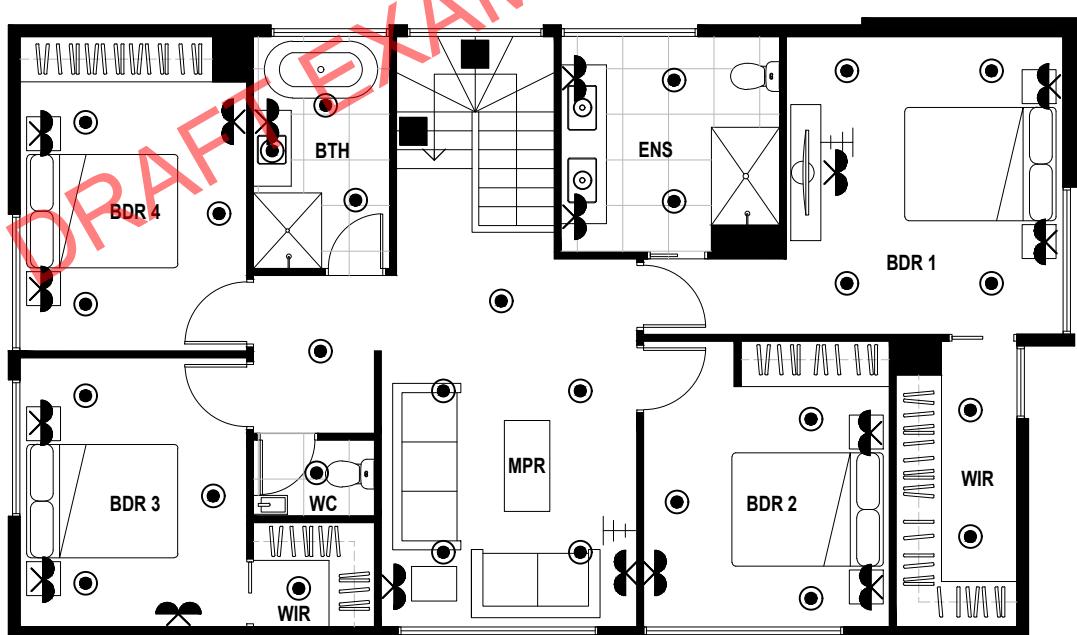
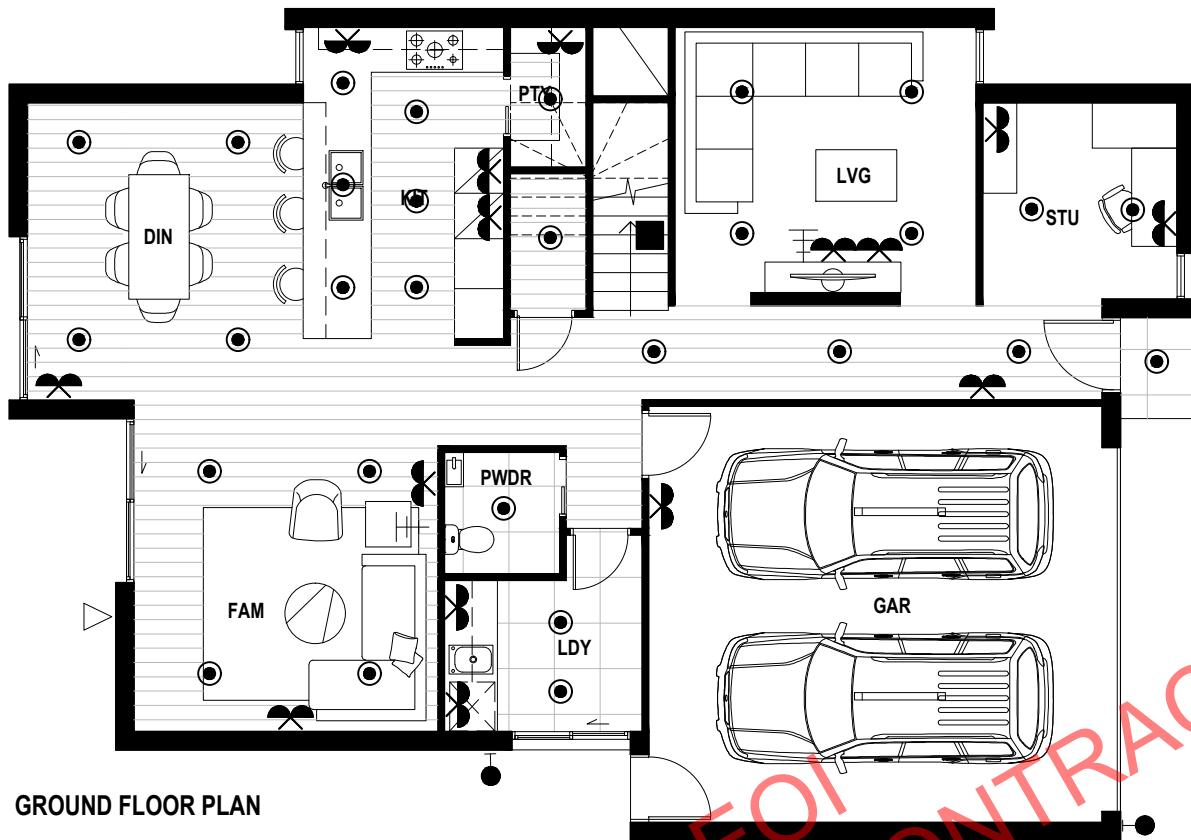
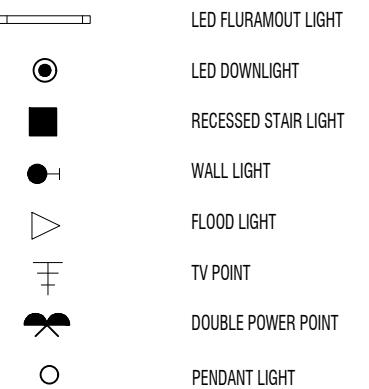
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YarraBend

DESBROWE
LOTS - 6,14,15,22,23,31

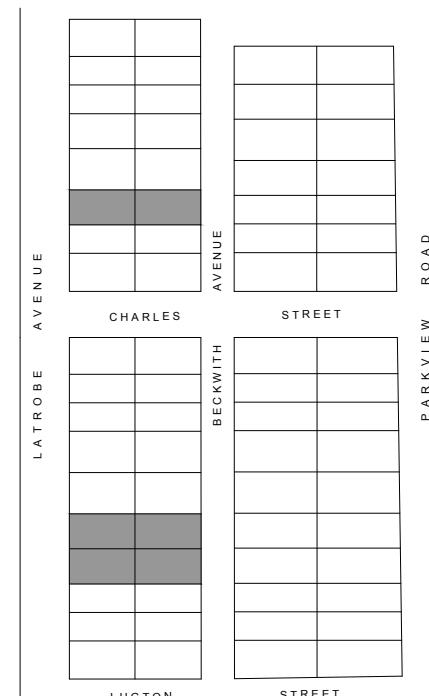
TYPICAL ELECTRICAL LAYOUT



FIRST FLOOR PLAN

LOCATION PLAN

NOT TO SCALE



4 BEDROOM

GROUND FLOOR	106.30 sqM
FIRST FLOOR	112.70 sqM
	219.00 sqM
PORCH	1.33 sqM
GARAGE	37.10 sqM
TOTAL	257.43 sqM



SCALE

Dimensions are approximate and areas are calculated in accordance with the property council of australia method of measurement

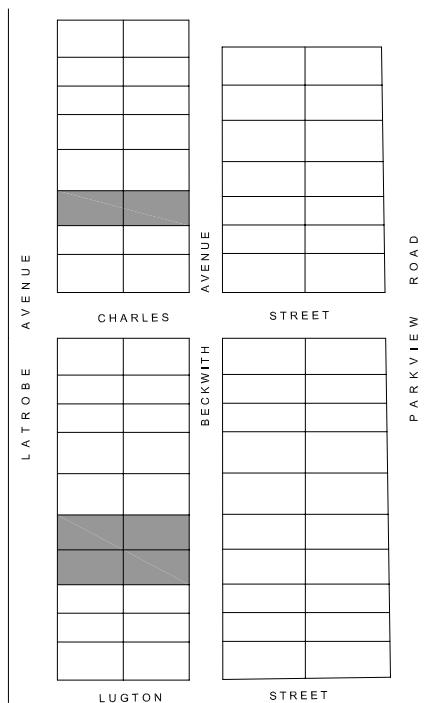
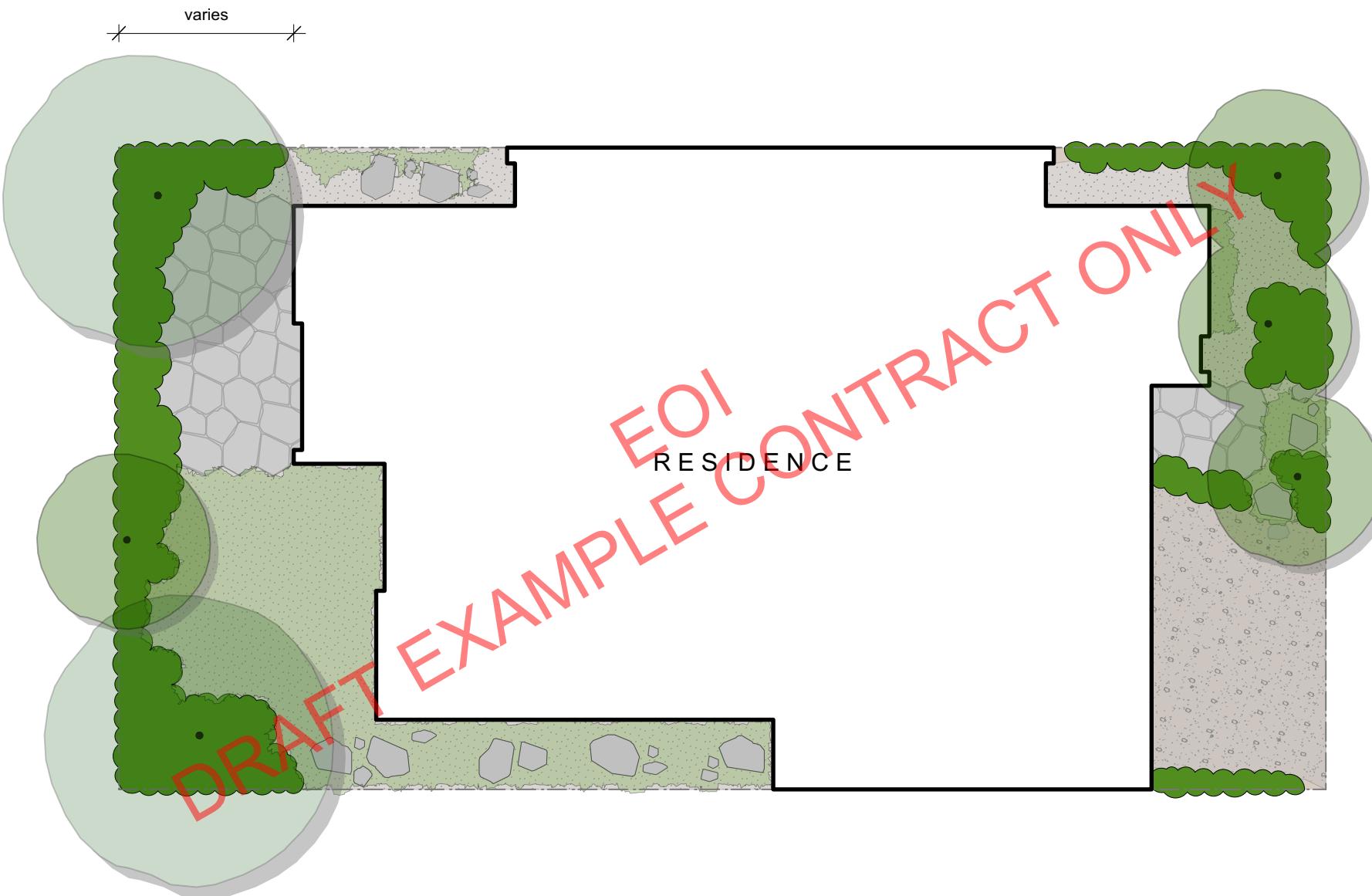
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Landscape Concept

YarraBend

DESBROWE
LOTS - 6,14,15,22,23,31



LOCATION PLAN

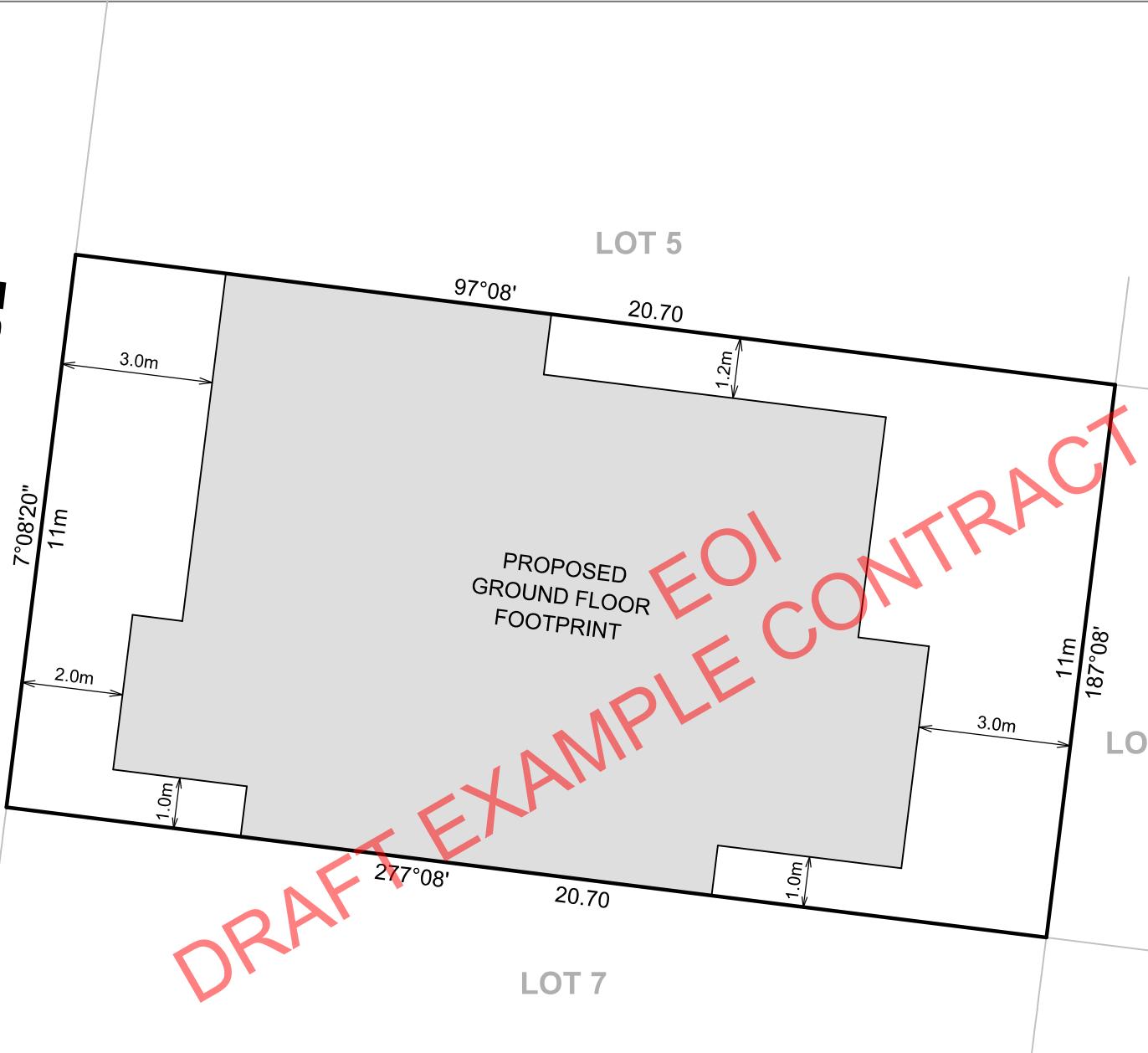
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LATROBE AVENUE



LOT 6
228m²

E-1 : DRAINAGE EASEMENT

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Please see the relevant plan of subdivision for full easement details as some may not be shown on this plan.

The road abuttal of "Beckwith Avenue" is subject to council approval.

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SITE DETAILS PLAN Park Precinct

2 1 0 1 2 3 4 4
SCALE 1: 150 SHEET A4

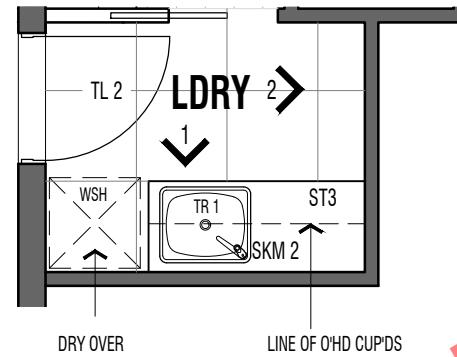
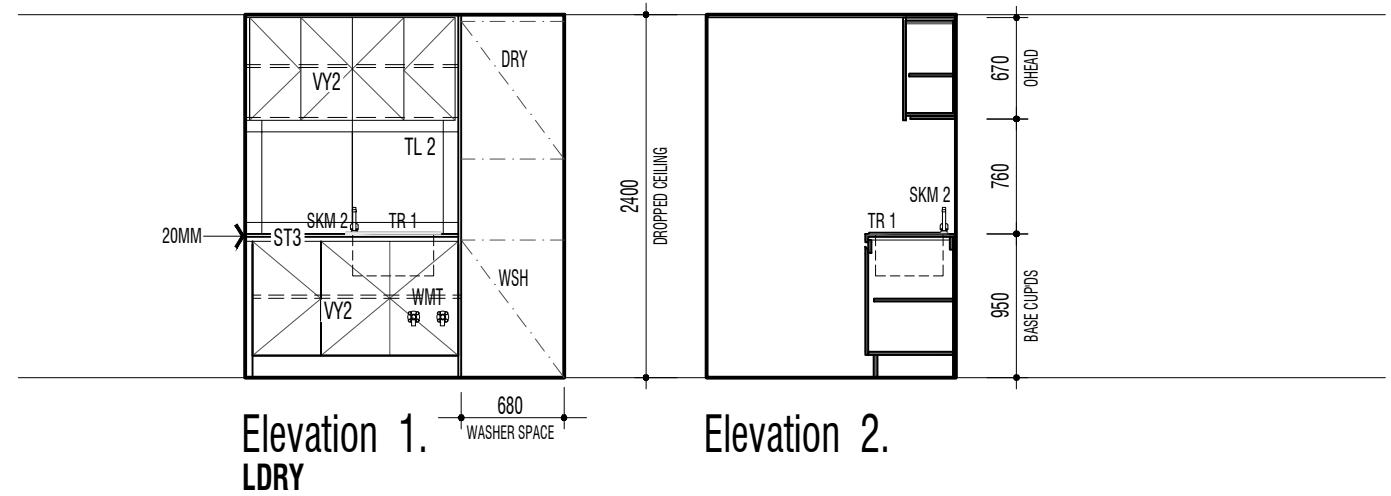
DATE 12/07/16

REF 22185-G

VERSION A

G:\22185\22185-G\Office Work\Plans\In Progress\Sketch Plans\22185-G-SK3-M.A.dgn SHEET 06

REEDS
CONSULTING
LEVEL 6, 440 ELIZABETH STREET
MELBOURNE VIC 3000
WWW.REEDSCONSULTING.COM.AU



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Typical Laundry Details

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ISSUE:	REVISIONS:	DATE:	Fixture Legend:
			TR1 - TROUGH SKM2 - SINK MIXER WSH - WASHING MACHINE DRY - DRYER WMT - WASHING MACHINE TAPS
			VY2 - VINYL WRAP FINISH ST3 - STONE BENCH / SPLASHBACK TL2 - 600 X 600 TILES

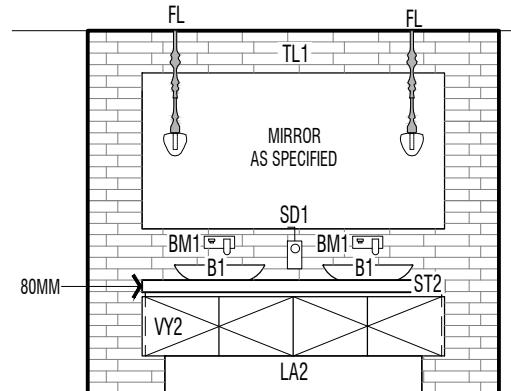
PROPOSED: Typical Laundry
FOR: Alphington Developments
AT: YarraBend
Alphington

SCALE: 1:50	DRAWN: JW	DATE: 07/03/16	JOB NO. -
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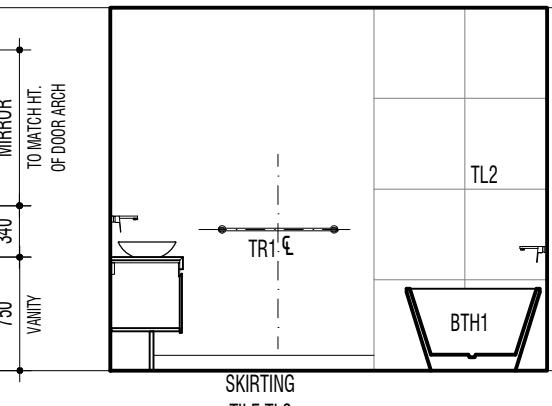
GLENVILL

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Telephone 03 9475 8895 Facsimile 03 9429 1657
Building Reg. No.DB-U15733

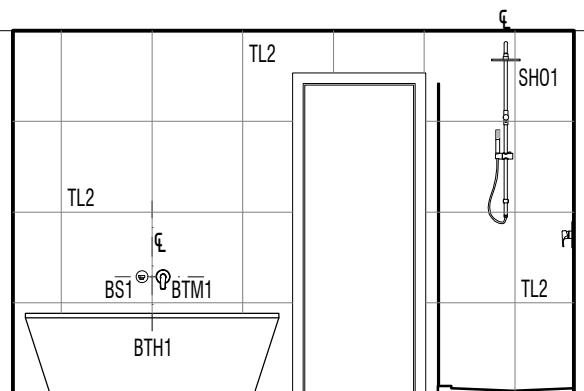
ISSUE: DRAWING NO.
2 (5)



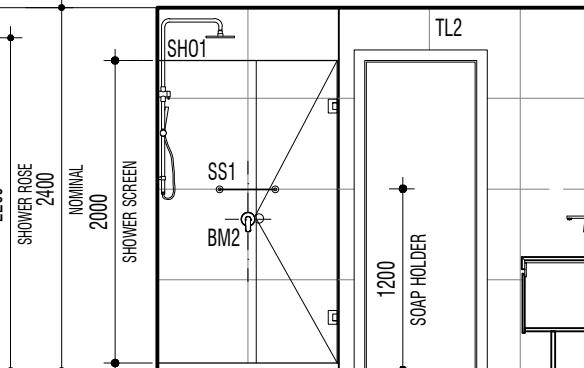
Elevation 1.
ENSUITE



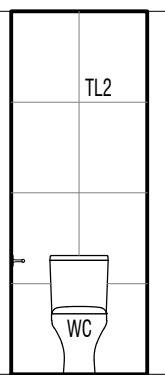
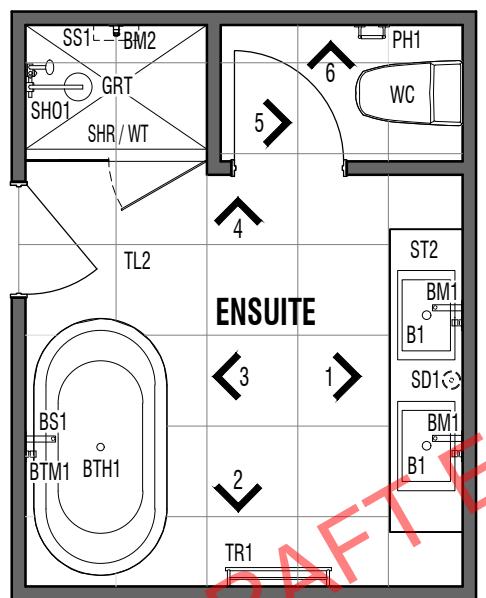
Elevation 2.



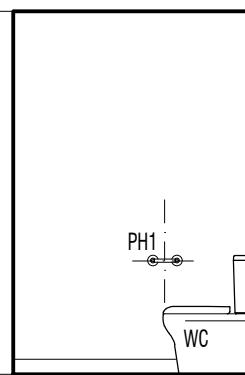
Elevation 3.



Elevation 4.



Elevation 5.



Elevation 6.

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YarraBend

Typical Ensuite Details

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ISSUE:	REVISIONS:	DATE:
	Fixture Legend: B1 - VANITY BASIN BM1 - WALL MIXER WITH SPOUT SH01 - SHOWER OUTLET BM2 - BATH/SHOWER MIXER GRT - TILED SMART WASTE SD1 - SOAP HOLDER WC - TOILET SUITE PH1 - TOILET ROLL HOLDER	BTH1 - BATH BS1 - BATH SPOUT TR1 - DOUBLE TOWEL RAIL TL1 - 75 X 300 TILES (STRETCHER BOND 2/4) VY2 - VINYL WRAP FINISH LA2 - LAMINATE FINISH TL2 - 600 X 600 TILES SHR/WT - SHOWER (WETSEALED & TILED) ST2 - STONE BENCH / SPLASHBACK

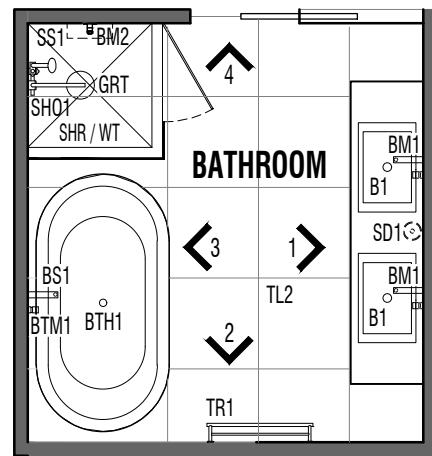
PROPOSED: Typical Ensuite
FOR: Alphington Developments
AT: YarraBend
Alphington

SCALE: 1:50 DRAWN: JW DATE: 07/03/16 JOB NO. -

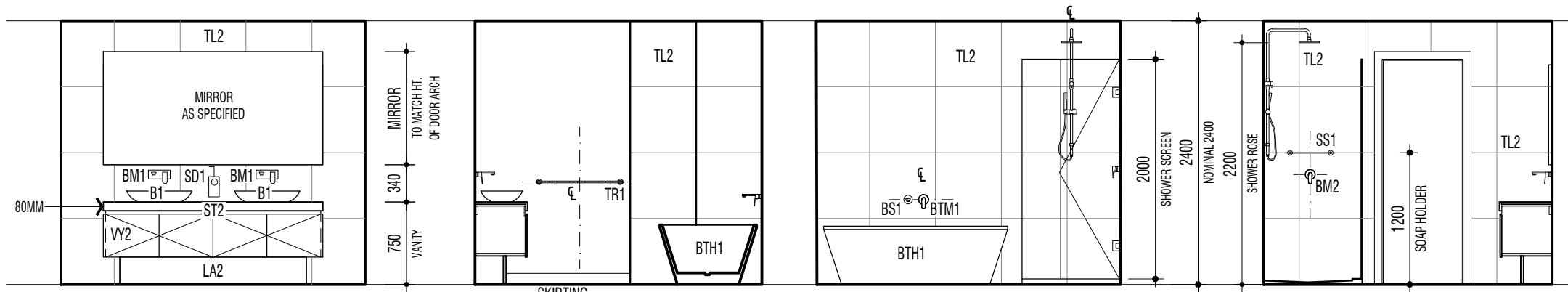
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Building Reg. No.DB-U15733

ISSUE: DRAWING NO.
3
(5)



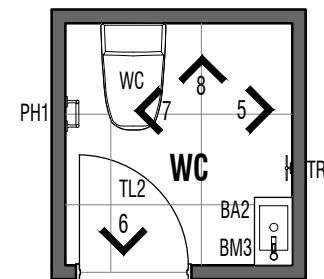
Elevation 1.
BATHROOM



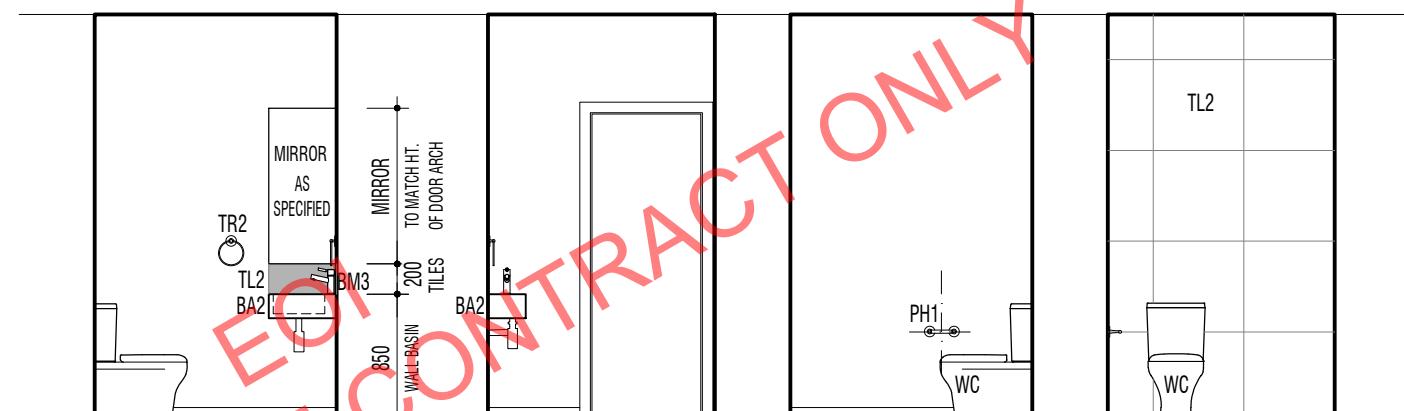
Elevation 2.

Elevation 3.

Elevation 4.



Elevation 5.
WC



Elevation 6.

Elevation 7.

Elevation 8.

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YarraBend

Typical Bathroom & WC Details

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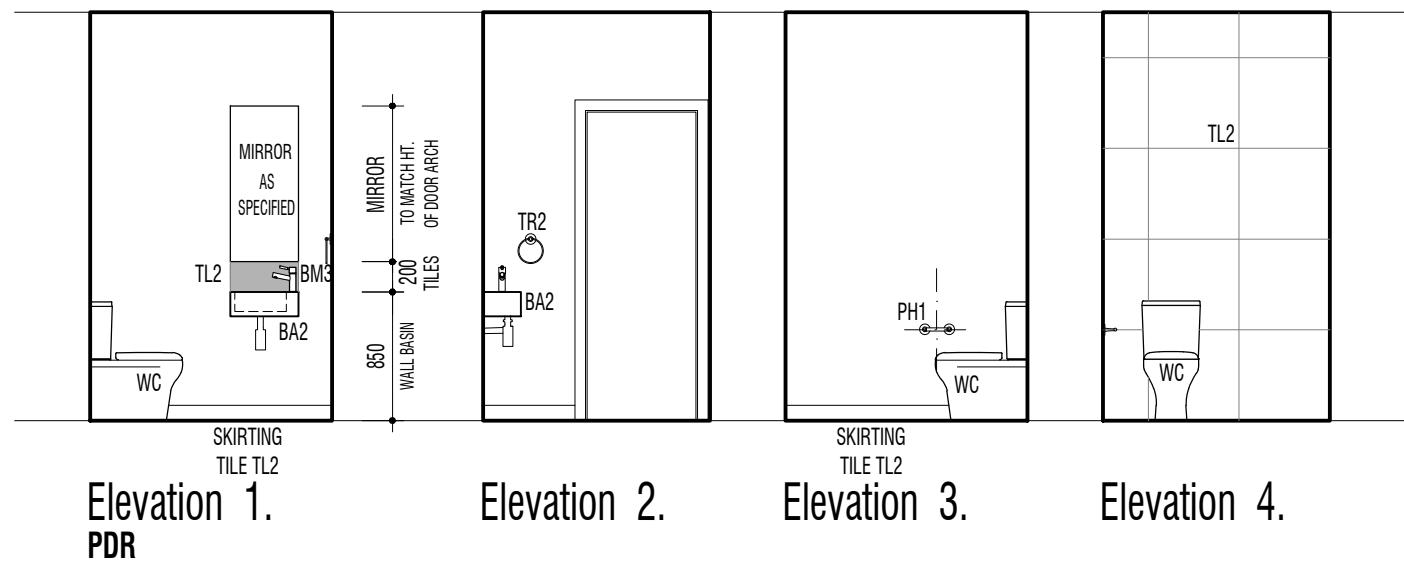
ISSUE:	REVISIONS:	DATE:
	Fixture Legend: B1 - VANITY BASIN BM1 - WALL MIXER WITH SPOUT SH01 - SHOWER OUTLET BM2 - BATH/SHOWER MIXER GRT - TILED SMART WASTE SD1 - SOAP HOLDER WC - TOILET SUITE PH1 - TOILET ROLL HOLDER	BTH1 - BATH BS1 - BATH SPOUT TR1 - DOUBLE TOWEL RAIL TL2 - 600 X 600 TILES SHR/WT - SHOWER (WETSEALED & TILED) ST2 - STONE BENCH / SPLASHBACK SS1 - SHOWER SHELF

PROPOSED: Typical Bathroom & WC Details	
FOR: Alphington Developments	
AT: YarraBend	
Alphington	
SCALE:	1:50
DRAWN:	JW
DATE:	07/03/16
JOB NO.	-

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Building Reg. No.DB-U15733

ISSUE:
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(5)



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Typical Powder Room Details

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ISSUE:	REVISIONS:	DATE:
	Fixture Legend: BA2 - WALL BASIN WC - TOILET SUITE PH1 - TOILET ROLL HOLDER BM3 - BASIN MIXER	TR1 - DOUBLE TOWEL RAIL TR2 - TOWEL RING TL2 - 600 X 600 TILES

PROPOSED:	Typical Powder Room Details		
FOR:	Alphington Developments		
AT:	YarraBend Alphington		
SCALE:	1:50	DRAWN:	DATE: 07/03/16
		JW	JOB NO. -

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ISSUE:
DRAWING NO.
5
(5)

YarraBend

GENERAL SPECIFICATION

House and Land

June 2016

ISSUE TYPE: FINAL

ISSUE REVISION: G

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ITEM	DESCRIPTION
Site Works	Included
Services	Included
Structure	Generally 2700mm To Main Areas, Dropped To Other Areas As Required (Kitchens Areas May Be Dropped To Some Designs)
Garage	Sectional Or Tilt Door Or Equivalent, With 2 X Remotes – Refer Elevations Plaster Lined With 55m Cove Cornice /Brick Finish As Required Tesla Powerwall Bike Storage
Windows/Door Frames	Powder Coat Aluminium, Generally 2400mm Nom. Height Fly Screens Included To All Windows
Front Door	Semi Solid Painted Finish
External Doors	Semi Solid Painted Finish
Door Furniture	Brushed Chrome
External Finishes	Refer Exterior Schedule Render Finish To Be Brick Or Hebel Or Equivalent
Roof	Pitched Roof: Tiles Flat Roof: Metal Note: Refer Elevations

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Plumbing

Downpipes – Metal To Match External Scheme

External Taps

- 1 X At Water Meter
- 1 X Rear
- 1 X Connected To Water Tank At Front Of House

Insulation

As Required For Building Permit/ESD Compliance

Hot Water Service

Instantaneous Gas (May Be Solar Boosted Subject To Energy Rating Requirements)

Heating and Cooling

Split System Reverse Cycled To Main Living Areas And Master Bedroom

House Types

- Napier
- Ellis
- Beckwith

Dual Zone Ducted Heating/Cooling

House Types

- Desbrowe
- Frater
- Violet (A and B)
- Waller
- Aster
- Ixodia (A and B)
- Aurea
- Grevillea (A and B)
- Banksia
- Stones
- Iris (A and B)
- Astilbe

Note: Refer Purchaser Upgrades For Alternate Heating/Cooling Options

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Electrical	Typical Electrical Qty Nom. 45 LED Downlights Nom. 30 DGPO 2 X External Lights 1 X Flood Light 3 X TV Points (Living Areas And Master Bed) Refer Typical Electrical Plans. NB: Upgrade Options Available
	Slimline Switch Plates Smoke Detectors Included
	Elec Meter – Owner To Connect NBN – Available Pay TV – Available Tesla Battery Storage – Included
Plaster	Generally Square Set Bulk Head (If Any) Square Set Garage Standard Cornice
Internal Doors	Semi-Solid Painted Finish
Robes	Master Bedroom 2 X Shelves With Chrome Hang Rail 4 X Shelves Laminate All Other Bedrooms 1 X Shelf With Chrome Hang Rail 4 X Shelves White Melamine Robe Doors Frameless Mirror – Where Applicable NB: Robe Configuration subject to Available Space

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Architraves and Skirtings	Generally 67mm Single Bevel
Staircase	Carpet Lined With Painted Handrail On Brackets Note: Option For 3 Tread Timber, Refer Upgrade Schedule
Kitchen	Refer Fixture And Fittings Schedules And Typical Details
Feature Wall	1500mm Wide Full Height Panel With Feature Paint
Laundry	Refer Fixture And Fittings Schedules And Typical Details
Bathroom/Ensuite	Refer Fixture And Fittings Schedules And Typical Details
Powder/WC	Refer Fixture And Fittings Schedules And Typical Details
Painting	3 Coat System (1 Sealer, 2 Coat Paint)
Flooring	Refer Floor Plans And Colour Schedules
External Paving	Porch To Match Driveway/Pavers, Nominal 15m2 Paving To Rear – Refer Concept Landscape Plan
Fences	Exposed Post And Rail, Painted (Fence On Retaining Wall As Required)
Landscaping	As Per Landscape Concept Plan
Retaining Walls	Included Where Required

DRAFT EXAMPLE CONTRACT ONLY

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GENERAL SPECIFICATION

This is the General Specification of work to be done and materials to be used in the erection and completion of the dwelling referred to in the Building Contract and are to be read in conjunction with the Building Contract, Plans and previous Specification pages.

1. PLANT AND LABOUR: The Builder shall supply all materials, tools and plant and do all works in all trades necessary to carry out the true intent of these Specifications to a reasonable and satisfactory completion of the Contract in all respects.
2. MATERIALS: All materials used throughout the works to be new (unless otherwise specified) and of good quality of their several respective kinds as hereinafter specified. Any defective materials to be removed from the site.
3. MAKE GOOD: All roads, pavements and/or adjoining property, etc. which may be damaged by any cause arising out of the Contract to be made good by the Builder to the satisfaction of Municipal or other authorities concerned.
4. WATER AND POWER: The Builder shall at his expense make arrangement for provision of water and power required for the execution for these works.
5. TRIM, LEVEL AND STEP: All trenches to be properly trimmed levelled for bed & stepped where necessary & pegs placed & levelled for concrete.

CONCRETE

Concrete to be Minimum Grade 20 MPA as specified by AS 2870.1 - SAA Residential Slabs and Footings.

Footings to have not less than minimum dimensions and have reinforcement as specified by the Building Code of Australia.

BRICKWORK

Bricks to be approved quality, machine made, or masonry block as specified. All brickwork shall be in accordance with all ASA codes current, at the time of permit issue. Bricks will be ex kiln as supplied by the Manufacturer, and the Builder cannot be held responsible for any variation in size or colour of bricks. Clay common bricks or masonry block will be used in all sub-floor area work irrespective of the type of face brick specified in the Addendum, unless explicitly specified otherwise.

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MORTAR:

	Single Storeys	Double Storeys
Base Brickwork	6:1:1	6:1:1
Top Brickwork	6:1:1	6:1:1

Except that the whole of the brickwork including brickwork to terraces & piers below the damp course shall be laid in mortar as may be specified or otherwise as specified by the Brick Manufacturer & acceptable to the Governing Authorities.

Where coloured mortar is specified the Builder cannot be held responsible for variation in colour of same.

Where raked joints are specified the Builder cannot be held responsible for any chipping to face edge of bricks.

BOND: All exterior walling to be 110mm properly bonded to timber frame work with approved galvanised wall ties in accordance with all ASA codes current, at the time of permit issue. Air space between brickwork and timber to be not less than 25mm or more than 50mm.

JOINTS: All exposed brickwork externally to be finished with neat joints. All perpends to be kept true, all angles plumb & courses kept horizontally.

LINTELS: Over openings to be of angle steel and of adequate strength to carry loading.

DAMPCOURSE: Approved 0.25 embossed black polythene dampcourse to be provided to all brickwork at bearer level. Dampcourse for external brick walls to concrete slabs to 305mm alcove flashing and 100mm malthoid.

VENTILATION: Provide ventilation below floor level by installing galvanised iron or plastic vent to provide net ventilating area of 7,300mm² free air space at 1000mm centres to the external walls of dwelling and to the requirements of the local municipal authorities.

PIERS: Construct 230mm x 120mm engaged piers to support bearers, each pier to be maximum 1400mm in height and bonded to base walling every fifth course.

Where the height of the Base Structure from the top of the concrete footing to the underside of the Bearers exceeds 1400mm in height. Base Structure shall not be less than 230mm thick to a height of 1400mm below the underside of the Bearer.

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CARPENTERS AND JOINERS

GENERAL: The whole of the carpenter's work throughout to be finished in good and tradesman like manner and in accordance with the approved building permit drawings and all ASA codes current, at the time of permit issue.

PLUMBER

The whole of the Plumbers work is to be carried out in strict accordance with local regulations and the specification of materials.

ELECTRICIAN

The whole of the work is to be carried out in accordance with the regulations of the relevant power authority

PLASTERBOARD

The whole of the work is to be carried out in compliance with Australian Standard Specification.

All sheets are to be flush jointed unless otherwise specified.

TILE LAYER

Size, extent and type of the tile to be as specified.

All tiles to be fixed in accordance with the required Australian Standard and manufacturers requirements.

Any tiling installed by Owner before completion, which is cleaned by the Builder during final cleaning, shall be charged to the Owner on completion.

GLAZIER

Unless otherwise specified, glaze all windows and doors with Manufacturer's clear float sheet glass, fixed with glazing beads. Glazing to aluminium windows and doors to Manufacturers specifications.

PAINTER

MATERIALS: All materials used throughout are to be of good quality and of approved manufacture.

GENERAL: All colours to be in accordance with colour scheme or as varied by this contract.

EXTERNAL WOODWORK: Unless otherwise specified to receive one coat of primer undercoat & one coat of finish.

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INTERNAL WOODWORK: Unless otherwise specified, paint to whole of the exposed internal woodwork with one coat of primer undercoat and one coat of finish or when stain specified, one coat of stain and one coat of polyurethane.

GENERAL: Generally touch-up, whenever required, clean off marks and stains and leave the painting and finished work in proper order.

FINALLY

The Builder is to clean out premises, rough sand all timber floors, remove all building debris and building materials and ease all doors and window sashes, clean all glass and leave in a clean and habitable condition provided nevertheless that clearing and regrading of any portion of the site of the removal of surplus soil or rock is not included in this Contract, unless otherwise stated in the site costs.

MAINTENANCE OF MATERIALS

The obligation of the Builder for maintenance shall comprise of -

- (a) Easing of doors, windows and drawers, including their respective locks, latches and fasteners and making good by touching up where such adjustment has been made.
- (b) Repair of grouting to wall and floor tiles where necessary.
- (c) Adjusting all taps, providing new washers where necessary, checking waste traps for leakage, and generally ensuring that all plumbing is in satisfactory working condition.
- (d) Replacement of any fittings, which may appear defective due to faulty manufacture.
- (e) Weatherproofing all windows.
- (f) Replacement of defective light switches or power points and confirmation that all circuits are working.
- (g) Replacement of any finished timbers which are defective and making good same.

The Builder shall not be responsible for the following items after notice of completion but is subject to the 'Guide to Standards & Tolerances' as published by the Building Control Commission 2007. Refer special conditions.

- (a) Damage or breakage to windows, mirrors, baths, basins, troughs, shower base and appliances.
- (b) Natural shrinkage of the frame, which may cause cracks, loose, nails stopping in plaster walls, ceilings & cornices.
- (c) Shrinkage in all finishing timbers and flooring.

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YarraBend

FITTINGS AND FIXTURES SCHEDULE

Park Precinct

House and Land

June 2016

ISSUE TYPE: FINAL

ISSUE REVISION: F

Typical:

- Ensuite
- Bathroom
- Kitchen
- Laundry

DRAFT EXAMPLE EOI
CONTRACT ONLY

Note: These schedules are general schedules only, please refer to specific house floor plans for scope and extent of fixtures and fittings.

GENERAL NOTES

ALL ITEMS TO BE FIXED IN ACCORDANCE WITH THE MANUFACTURERS SPECIFICATION

CODES ON DRAWINGS REFLECT THE FIXTURES & FITTINGS IN THIS SCHEDULE (WHERE ANY DISCREPANCY EXISTS CONTACT GLENVILL HOMES FOR CLARIFICATION)

ALL ITEMS LISTED TO BE A COMPLETE SYSTEM, WITH ALL COMPONENTS NECESSARY TO COMPLETE A WORKING SYSTEM, SUPPLIED & INSTALLED AS PART OF THE CONTRACT

ALL ITEMS TO BE TESTED ON COMPLETION OF INSTALLATION TO ENSURE PROPER WORKING ORDER OF SYSTEM

GENERAL LOCATION OF ITEMS AS LISTED IN THIS SCHEDULE MAY NOT DESCRIBE TOTAL QUANTITY OF A PARTICULAR ITEM

TO BE READ IN CONJUNCTION WITH ALL DRAWINGS, DETAILS, SCHEDULES AND SPECIFICATIONS

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ENSUITE (TYPICAL)

CODE	ITEM	GENERAL LOCATION	DESCRIPTION	IMAGE
WC	TOILET	ENSUITE	Glenvill Elle Series – Ceramic White	
B1	BASIN	ENSUITE	Glenvill Elle Series – White Resin	
BM1	BASIN MIXER	ENSUITE	Wall Basin Mixer with Spout – Chrome	
BM2	SHOWER MIXER	ENSUITE	Shower Mixer – Chrome	
SHO1	SHOWER OUTLET	ENSUITE	Shower Outlet – Chrome	

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ENSUITE (TYPICAL)

CODE	ITEM	GENERAL LOCATION	DESCRIPTION	IMAGE
SD1	SOAP HOLDER	ENSUITE	Glass with Chrome Fittings	
TR1	TOWEL RAIL	ENSUITE	Double Towel Rail – Chrome	
SS1	SHOWER SHELF	ENSUITE	Glass <small>(Note: Not Shown in Display Suite)</small>	
PH1	TOILET ROLL HOLDER	ENSUITE	Chrome	
GRT	SHOWER GRATE	ENSUITE	"Smart" Waste (Tiled Over)	
BTH1	BATH	ENSUITE	Acrylic Bath tub White 1500mm Long Approx.	

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ENSUITE (TYPICAL)

CODE	ITEM	GENERAL LOCATION	DESCRIPTION	IMAGE
BM2	BATH WALL MIXER	ENSUITE	Chrome	
BS1	BATH SPOUT	ENSUITE	Chrome	
FL1	FEATURE LIGHT	ENSUITE	Clear/White	

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BATHROOM/POWDER (TYPICAL)

CODE	ITEM	GENERAL LOCATION	DESCRIPTION	IMAGE (WIP)
WC	TOILET	BATHROOM	Glenvill Elle Series – Ceramic White	
B1	BASIN	BATHROOM	Glenvill Elle Series – White Resin	
BM1	BASIN MIXER	BATHROOM	Chrome	
B2	BASIN	POWDER/WC: WALL MOUNT BASIN DESIGN ONLY (REFER PLANS)	Glenvill Elle Series – White Resin	
BM3	BASIN MIXER	POWDER/WC: WALL MOUNT BASIN DESIGN ONLY	Chrome	

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BATHROOM/POWDER (TYPICAL)

CODE	ITEM	GENERAL LOCATION	DESCRIPTION	IMAGE (WIP)
BM2	SHOWER MIXER	BATHROOM	Chrome	
SHO1	SHOWER OUTLET	BATHROOM	Chrome	
SS1	SHOWER SHELF	ENSUITE	Glass <small>(Note: Not Shown in Display Suite)</small>	
SD1	SOAP HOLDER	BATHROOM	Glass with Chrome Fittings	
TR1	TOWEL RAIL	BATHROOM	Chrome	
TR2	TOWEL RING	POWDER	Chrome	

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BATHROOM/POWDER (TYPICAL)

CODE	ITEM	GENERAL LOCATION	DESCRIPTION	IMAGE (WIP)
PH1	TOILET ROLL HOLDER	BATHROOM	Chrome	
GRT	SHOWER GRATE	ENSUITE	"Smart" Waste (Tiled Over)	
BTH1	BATH	BATHROOM	Acrylic Bathtub White 1500mm Long Approx.	
BM2	BATH WALL MIXER	BATHROOM	Chrome	
BS1	BATH SPOUT	BATHROOM	Chrome	

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KITCHEN (TYPICAL)

CODE	ITEM	GENERAL LOCATION	DESCRIPTION	IMAGE (WIP)
SK1	SINK	KITCHEN	Franke Double Bowl – Stainless Steel Franke Rollamat Franke Drainer	
SKM1	SINK MIXER	KITCHEN	Chrome with Pullout Hose	
BSK1	SINK	BUTLERS PANTRY TO SELECT DESIGNS ONLY	Round – Stainless	
BSKM1	SINK MIXER	BUTLERS PANTRY TO SELECT DESIGNS ONLY	Chrome	

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KITCHEN (TYPICAL)

CODE	ITEM	GENERAL LOCATION	DESCRIPTION	IMAGE (WIP)
RH1	RANGEHOOD	KITCHEN	Omega Stainless Steel Concealed Rangehood	
CK1	COOK TOP	KITCHEN	Miele 900mm Cooktop	
OV1	OVEN REFER INTERIOR SCHEME ADDITIONAL KITCHEN DETAIL FOR LAYOUT	KITCHEN	Miele 600mm (x 2) Wide Electric Ovens: refer plans for configuration	
DW1	DISHWASHER	KITCHEN	Miele Semi Integrated Dishwasher	
BN1	BIN	KITCHEN	Integrated Waste Bins – 2 x 15L	

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KITCHEN (TYPICAL)

CODE	ITEM	GENERAL LOCATION	DESCRIPTION	IMAGE (WIP)
IN1	CUTLERY INSERTS	KITCHEN	Blum Cutlery Organisation Accessories - Stainless Steel	
HG1	SOFT CLOSING DRAWER	KITCHEN	Blum Antaro Soft Closing Hardware	

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LAUNDRY

CODE	ITEM	GENERAL LOCATION	DESCRIPTION	IMAGE (WIP)
TR1	TRough	LAUNDRY	45L Stainless Steel inset	
SKM2	Mixer	LAUNDRY	Chrome	
WMT	Washing Machine Taps	LAUNDRY	Mini Stops	

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YarraBend

INTERIOR FINISHES SCHEDULE ACACIA – SCHEME 1

Park Precinct

House and Land

June 2016

ISSUE TYPE: FINAL

ISSUE REVISION: F

DRAFT EXAMPLE EOI
CONTRACT ONLY

CODE	PRODUCT	GENERAL LOCATION	DESCRIPTION
CA1	CARPET	BEDROOMS, LIVING/THEATRE	Light Grey
LA1	LAMINATE	KITCHEN OVERHEADS AND FULL HEIGHT CABINETRY	Laminex Fossil
LA2	LAMINATE	KITCHEN, BATHROOM, ENSUITE KICKRAIL	Brushed Stainless Steel
LA3	LAMINATE	KITCHEN OPEN SHELF CABINETRY SELECT DESIGNS ONLY – REFER SCHEDULE BELOW	Laminex Baye
PA1	PAINT	GENERAL WALLS	Colour: Wattyl Flokati
PA2	PAINT	FEATURE WALL	Colour: Dulux Linseed or Similar
ST1	STONE	FEATURE WALL	Porcelain or Reconstituted Stone Refer Colour Scheme
ST2	STONE	KITCHEN BENCHTOP AND SPLASHBACK VANITY BENCHTOP	Porcelain or Reconstituted Stone Refer Colour Scheme Kitchen – 55mm Vanity – 80mm

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Printed June 2016.

ST3	STONE	LAUNDRY BENCHTOP	Warm White (Fine Grain) Reconstituted Stone
TL1	TILE	ENSUITE FEATURE WALL	White Gloss: Handmade Look
TL2	TILE	BATHROOM, ENSUITE, POWDER, LAUNDRY WALL AND FLOOR TILE	Graphite
TF1	TIMBER FLOORING	KITCHEN, LIVING AREAS AND ENTRY REFER FLOORPLANS FOR EXTENT	Soft Warm Grey
VY1	VINYL	KITCHEN BASE CABINETRY	Formica Warm White Gloss
VY2	VINYL	BATHROOM, ENSUITE AND LAUNDRY CABINETRY	Laminex Bon White Satin

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KITCHEN – FURTHER DETAIL

Product	Open Shelf Cabinetry	Oven Layout Side by Side	Oven Layout Tower
Napier			✓
Beckwith			✓
Ellis			✓
Desbrowe		✓	
Frater		✓	
Violet (Type A and B)	✓	✓	
Waller	✓	✓	
Aster			✓
Ixodia (Type A and B)		✓	
Aurea			✓
Grevillea (Type A and B)	✓	✓	
Banksia	✓	✓	
Stones			✓
Iris (Type A and B)		✓	
Astilbe			✓
Astilbe (MBR Downstairs)	✓	✓	

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YarraBend

INTERIOR FINISHES SCHEDULE MAGNOLITA – SCHEME 2

Park Precinct

House and Land

June 2016

ISSUE TYPE: FINAL

ISSUE REVISION: F

DRAFT EXAMPLE EOI CONTRACT ONLY

CODE	PRODUCT	GENERAL LOCATION	DESCRIPTION
CA2	CARPET	BEDROOMS, LIVING/THEATRE	Light Brown (Refer Colour boards)
LA5	LAMINATE	KITCHEN OVERHEADS AND FULL HEIGHT CABINETRY	Laminex Blackened Elm
LA2	LAMINATE	KITCHEN, BATHROOM, ENSUITE KICK RAIL	Brushed Stainless Steel
LA6	LAMINATE	KITCHEN OPEN SHELF CABINETRY SELECT DESIGNS ONLY – REFER SCHEDULE BELOW	Laminex Avignon Walnut
PA1	PAINT	GENERAL WALLS	Colour: Wattyl Flokati
PA4	PAINT	FEATURE WALL	Colour: Colorbond Dune
ST1	STONE	KITCHEN BENCHTOP AND SPLASHBACK VANITY BENCHTOP LIVING ROOM FEATURE WALL	Porcelain or Reconstituted Stone Refer Colour Scheme Kitchen – 55mm Vanity – 80mm
ST3	STONE	LAUNDRY BENCHTOP	Warm White (Fine Grain) Reconstituted Stone
TL1	TILE	ENSUITE FEATURE WALL	White Gloss: Handmade Look

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CODE	PRODUCT	GENERAL LOCATION	DESCRIPTION
TL3	TILE	BATHROOM, ENSUITE, POWDER, LAUNDRY FLOOR ENSUITE WALL (EXCL. ENSUITE FEATURE)	Renaissance Silver
TL4	TILE	LAUNDRY SPLASHBACK	Devonshire
TL5	TILE	BATHROOM, POWDER, LAUNDRY WALL	White Matt
TF2	TIMBER FLOORING	KITCHEN, LIVING AREAS AND ENTRY REFER FLOORPLANS FOR EXTENT	Smoked
VY1	VINYL	KITCHEN BASE CABINETRY	Formica Warm White Gloss
VY2	VINYL	BATHROOM, ENSUITE AND LAUNDRY CABINETRY	Laminex Bon White Satin

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KITCHEN – FURTHER DETAIL

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Napier			✓
Beckwith			✓
Ellis			✓
Desbrowe		✓	
Frater		✓	
Violet (Type A and B)	✓	✓	
Waller	✓	✓	
Aster			✓
Ixodia (Type A and B)		✓	
Aurea			✓
Grevillea (Type A and B)	✓	✓	
Banksia	✓	✓	
Stones			✓
Iris (Type A and B)		✓	
Astilbe			✓
Astilbe (MBR Downstairs)	✓	✓	

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YarraBend

INTERIOR FINISHES SCHEDULE ALTERNATE INTERIOR SELECTIONS

Park Precinct

House and Land

June 2016

ISSUE TYPE: FINAL

ISSUE REVISION: B

DRAFT EXAMPLE EOI
CONTRACT ONLY

CODE	PRODUCT	GENERAL LOCATION	DESCRIPTION
CA3	CARPET	BEDROOMS, LIVING/THEATRE	Light Grey
CA4	CARPET	BEDROOMS, LIVING/THEATRE	Dark Brown
ST5	STONE	KITCHEN BENCHTOP AND SPLASHBACK VANITY BENCHTOP LIVING ROOM FEATURE WALL	Dark Grey or Similar Recon Stone
ST6	STONE	KITCHEN BENCHTOP AND SPLASHBACK VANITY BENCHTOP LIVING ROOM FEATURE WALL	Light Grey or Similar Recon Stone
TL4	TILE	KITCHEN SPLASHBACK	Devonshire
TF3	TIMBER FLOOR	ENTRY, LIVING AREAS	Smoked and Limed
TF4	TIMBER FLOOR	ENTRY, LIVING AREAS	Smoked Dark Grey
TF5	TIMBER FLOOR	ENTRY, LIVING AREAS	Dark Brown/Grey

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EXTERIOR FINISHES SCHEDULE

Desbrowe, Frater

Lots – 4, 6, 14, 15, 22, 23, 31, 33

Park Precinct

House and Land

June 2016

ISSUE TYPE: FINAL

ISSUE REVISION: B

DRAFT EXAMPLE EOI
CONTRACT ONLY

GENERAL NOTES

- Finishes Schedule is to be read in conjunction with All Architectural Documentation, Drawings, Schedules, Specifications and Reports related to the project including but not limited to Acoustic, Traffic Noise Assessment, Glass Technical Specification and ESD Reports, etc
- Codes on Architectural Documentation reflect the finishes in this Schedule
- The naming of particular products in this Schedule indicates products of acceptable quality and design intent, which may be approved, but does not mean exclusive preference for such products. Equivalent products may be used to match the specified material / finish and the design intent. Contractor to submit for approval details and finished samples of proposed products before commencing
- The naming of proprietary products does not reduce or modify the Contractor's responsibility to comply with the Contract Documents and warrant the work
- Codes in this Schedule may be applicable to various surfaces and substrates. Before commencing, Contractor to ensure all surfaces and substrates are prepared in strict accordance with the Manufacturer's current specifications and recommendations to accept the specified finish. Contractor to verify the correct selection of appropriate products for the substrates and conditions in accordance with the Manufacturer's current specifications and recommendations
- General location of items as listed in this Schedule may not describe the full extent or specific of a particular finish. Read with Architectural Documentation for full extent and specific location of finishes
- Contractor to review and confirm all lead-times at the time the contract is awarded
- Contractor to allow for all materials expansion joints in accordance with Manufacturer's current specifications and recommendations.
- All materials / finishes to be fixed and finished in strict accordance with the Manufacturer's current specifications and recommendations
- All paint systems to be in strict accordance with the Manufacturer's current specifications and recommendations
- All paint / textured paint and render / roll on / trowel on render systems to be a minimum 3 coats system with specification/installation in accordance with the Manufacturer's current specifications and recommendations for the substrate to receive finish
- Contractor to allow for the complete painting of all exposed internal and external paintable sides, faces and surfaces, unless noted otherwise or a prefinished item / material component, including all faces and sides of doors and frames
- Provide anodised aluminium angle to all floor finish edges abutting an adjoining floor surface
- Refer to Landscape Architect's Documentation, Drawings, Schedules and Specifications for external paving, pathways, roads, hard and soft landscape, etc. unless noted otherwise

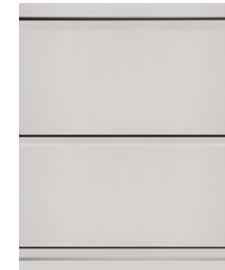
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CODE	ITEM	GENERAL LOCATION	DESCRIPTION	IMAGE/NOTES
AF00 APPLIED FINISH				
AF02	Applied Finish 02	External Walls, refer drawings.	Colour: Dulux "Lahar" Or Similar	
BK00 BRICK/BLOCKWORK				
BT01	Blockwork 01		Colour: Pearl Grey Or Similar	
CS00 CLADDING SYSTEM				
CS03	Cladding System 03	External Walls, refer drawings.	150 Smooth Or Similar Colour Dulux Mudpack Or Similar	 

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CODE	ITEM	GENERAL LOCATION	DESCRIPTION	IMAGE/NOTES
EP00	EXTERNAL PAINT			
EP01	Exterior Paint Finish 01	Exterior Doors	Monument or Mole Grey Or Similar Refer Elevations	
GT00	GLAZING TYPE			
GT01	Glazing Type 01 - Grey		Colour: Clear	
GT02	Glazing Type 02 – Translucent		Colour : 25% Translucent Clear or Privacy Screened	
GT03	Glazing Type 03 – Grey	Balustrades	Same as GT01	
MC00	METAL CLADDING			
MF00	METAL FINISH			
MF01	Metal Finish 01 – Matt Black	Window Frames, Balustrading, Down Pipes	Dulux Duratec Or Similar Finish: Powder coat Colour: Monument	
TF01	TIMBER FINISH	Garage Door	Colour: Refer Elevations	
TL00	TILE FINISH	Roof (Pitch Roof Only)	Colour: Refer Elevations	

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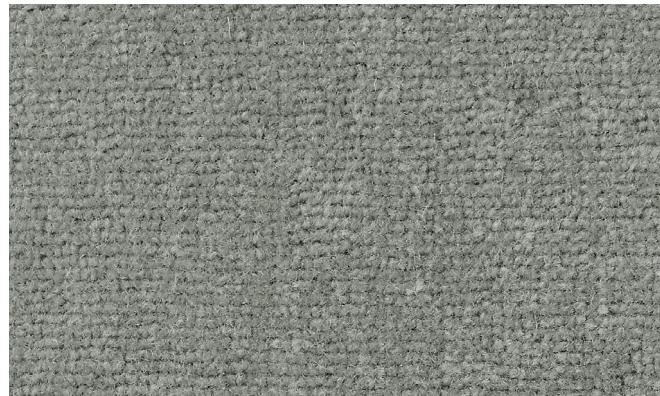
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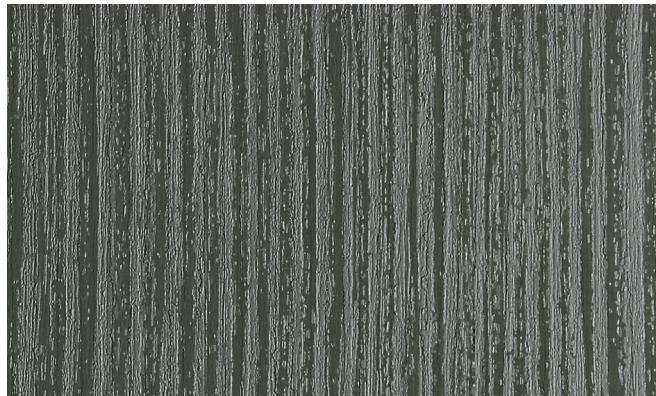
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Specifications.

Acacia.



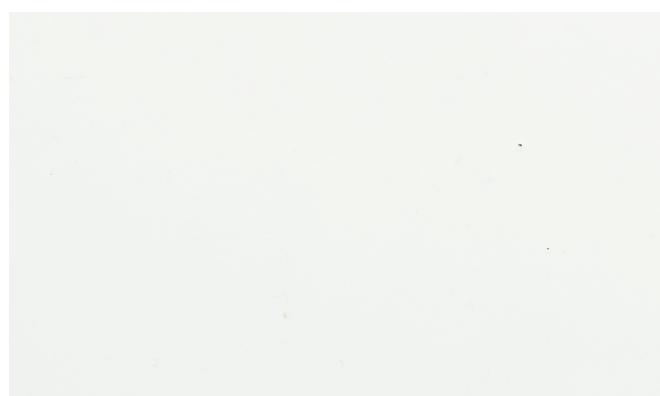
BEDROOMS AND MPR
Carpet



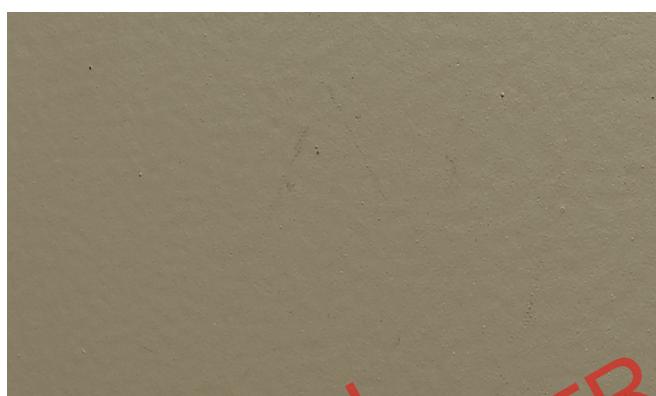
KITCHEN FULL HEIGHT
Cabinetry and Cupboards



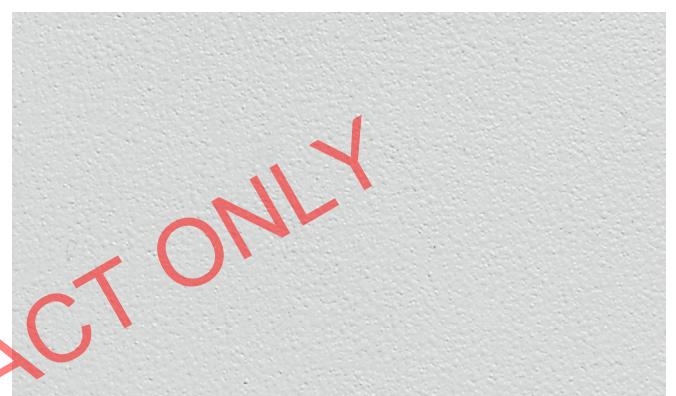
LAUNDRY BENCHTOP
Recon Stone



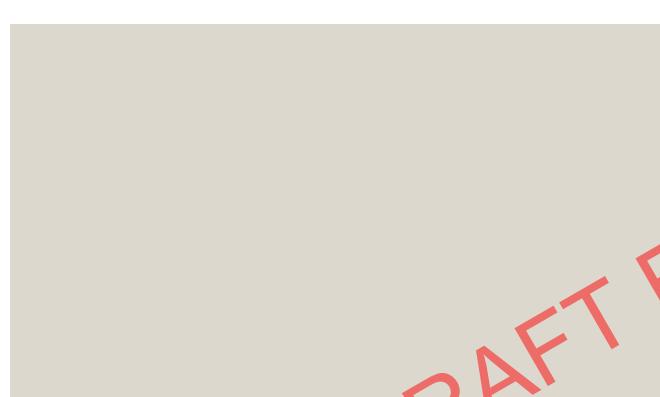
KITCHEN BASE CABINETS
Cabinetry



FEATURE WALL
Colour Linseed



BATHROOM, ENSUITE, LAUNDRY
Cabinetry



GENERAL WALLS
Paint



ENSUITE FEATURE WALL
Tile



KITCHEN OPEN SHELF
Cabinetry



BATHROOM, ENSUITE, POWDER, LAUNDRY, FLOOR AND WALL TILE
Tile



BATHROOM, ENSUITE BENCHTOP AND LIVING ROOM FEATURE WALL
Recon Stone/Porcelain



KITCHEN BENCHTOP AND SPLASHBACK
Recon Stone/Porcelain



KITCHEN, BATHROOM, ENSUITE
Kickrail



KITCHEN, LIVING AREAS AND ENTRY
Timber Flooring

DRAFT EXAMPLE CONTRACT ONLY

Magnolita.



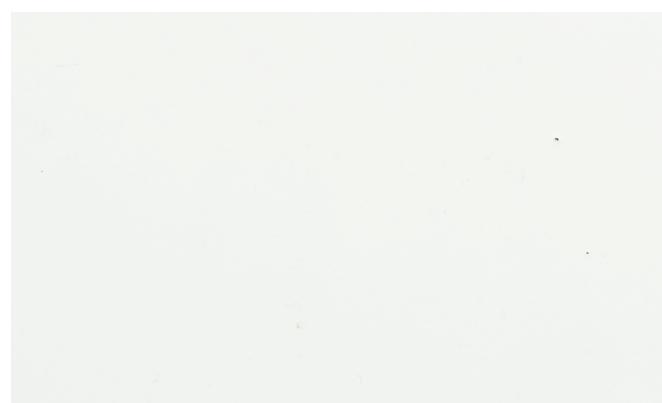
BEDROOMS AND MPR
Carpet



KITCHEN FULL HEIGHT
Cabinetry and Cupboards



LAUNDRY BENCHTOP
Recon Stone



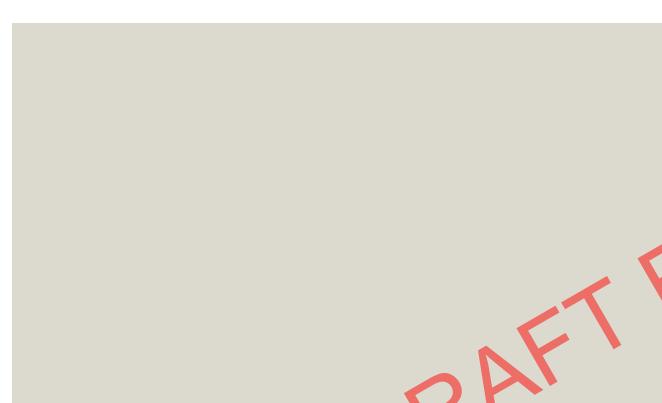
KITCHEN BASE CABINETS
Cabinetry



FEATURE WALL
Paint



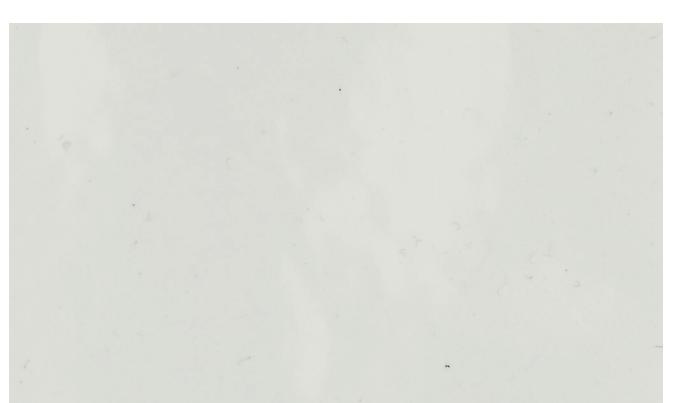
LAUNDRY WALL
Tile



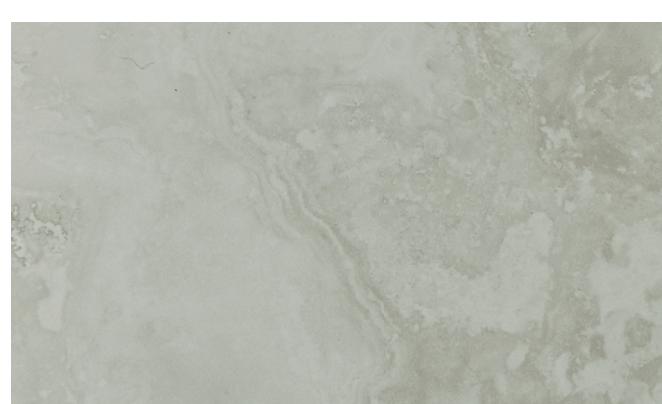
GENERAL WALLS
Paint



ENSUITE FEATURE WALL
Tile



BATHROOM, ENSUITE AND LAUNDRY
Cabinetry



BATHROOM, ENSUITE, POWDER, LAUNDRY FLOOR
Tile



KITCHEN OPEN SHELF
Cabinetry



KITCHEN AND ENSUITE BENCHTOP, SPLASHBACK, BATHROOM, FEATURE WALL
Recon Stone/Porcelain



BATHROOM, POWDER WALL
Tile



KITCHEN, BATHROOM, ENSUITE
Kickrail



KITCHEN, LIVING AREAS AND ENTRY
Timber Flooring

DRAFT EXAMPLE CONTRACT ONLY

Standard inclusions.



TESLA POWERWALL



OVEN

2 x Miele 600m Wide Electric Ovens



COOKTOP

Miele 900mm Gas Five-Burner Cooktop



RANGEHOOD

Concealed Stainless Steel,
4 Speed Fan Stainless Steel



DISHWASHER

Miele Stainless Steel,
Semi-integrated Dishwasher



DRAWER INSERTS

Blum Orga-Line Stainless Steel
Cutlery Management System



SINK

Franke Double Bowl - Bolero
with Rollamat and Drainer



SINK MIXER

Chrome single lever mixer tap



FEATURE LIGHT

Designer Feature Pendants (Ensuite Only)



BATH

Free standing white acrylic bath



SHOWER MIXER

Tile base with frameless glass screen



BASINS

Designer Resin Basins

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YarraBend

PURCHASER UPGRADES

Park Precinct

House and Land

July 2016

ISSUE TYPE: FINAL

ISSUE REVISION: I

DRAFT EXAMPLE EOI
CONTRACT ONLY

Item	Description			\$	<input type="checkbox"/>
<u>A/C and Heating</u>					
Heating and Cooling			Fully Ducted, Reverse Cycle To Living Rooms And Bedrooms With Dropped Ceiling To Accommodate	\$15,500.00	<input type="checkbox"/>
Lots	Napier Beckwith	Ellis	In Lieu Of Reversed Cycle Split Systems		
Heating and Cooling			Fully Ducted, Reverse Cycle Multi-Zone A/C To Living Rooms And Bedrooms With Dropped Ceiling To Accommodate	\$19,800.00	<input type="checkbox"/>
Lots	Aster Astilbe Aurea Banksia Desbrowe Frater	Iris (A & B) Ixodia (A & B) Stones Waller Violet (A & B)	In Lieu Of Dual Zone Ducted System		
Heating and Cooling			Hydronic Wall Panel Heating Incl. Standard Cooling – Refer General Specification	\$17,800.00	<input type="checkbox"/>
<u>Kitchen and Appliances</u>					
Kitchen Bulkhead			Dropped Ceiling in Kitchen (300mm)	\$2,000.00	<input type="checkbox"/>
Fridge Upgrade			Fully Integrated, Full-Height Side-by-side Miele Refrigerator and Freezer In Lieu Of Door And Latch System	\$10,500.00	<input type="checkbox"/>
Fridge Water Point			Water Point to Fridge Cavity	\$300.00	<input type="checkbox"/>
Induction Cooktop			912mm Miele Induction Cooktop In Lieu Of Gas Cooktop	\$2,000.00	<input type="checkbox"/>
Steam Oven			Miele Steam Oven In Lieu of 1 x 600mm Miele Oven	\$580.00	<input type="checkbox"/>

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	Coffee Machine	Miele Integrated Coffee Machine In Lieu of 1 x 600mm Miele Oven	\$2,900.00	<input type="checkbox"/>
<u>General</u>	Living Room Feature Light	Alderman 9-Bubble Designer Pendant (Incl. Bulbs) - Black (As displayed) - Gold	\$3,100.00	<input type="checkbox"/>
	Tapware/Door Hardware	Matte Black with Chrome Fixtures and Fittings Throughout In-lieu of Chrome Fixtures and Fittings	\$650.00	<input type="checkbox"/>
	Raised TV Mount	TV Points Raised From Floor Level For Future TV Mounting Bracket (Not Supplied) In Lieu Of Point 300mm From Floor Level	\$295.00	<input type="checkbox"/>
	Stair Upgrade	First Three Treads Upgraded To Timber Colour Will Vary Between Flooring And Staircase In Lieu Of Carpet	\$1,950.00	<input type="checkbox"/>
	Master Bedroom Downstairs	House Layout Altered to Include Ensuted Master Bedroom To Downstairs In Lieu Of Living Areas – Refer Plans Available To All House Designs Except Stones and Beckwith	\$10,000.00	<input type="checkbox"/>
<u>Electrical/Gas</u>	Light Switch Upgrade	Light Switch Cover Plate Upgrade To Zen Plates (As Per Display Suite)	\$3,500.00	<input type="checkbox"/>
Note: Additional Electrical Points To Be Marked On Typical Electrical Plans and Signed by Purchaser	Add Power Point	Additional DGPO (Power Point) to Selected Location	\$75.00	<input type="checkbox"/>
	Add Internet Point	Additional Data/Internet Point to Selected Location	\$175.00	<input type="checkbox"/>

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Add PTV Point	Additional PTV Point (Pay TV) to Selected Location	\$150.00	<input type="checkbox"/>
Add Gas Point	External Gas Point In Back Yard to Selected Location	\$475.00	<input type="checkbox"/>
Alarm System	Dual Sensor, Key Pad, Strobe, Back Up Battery And 'Back To Base' Capacity	\$1,200.00	<input type="checkbox"/>
Electric Car Charging	Electric Charging Point in Garage	\$2,500.00	<input type="checkbox"/>
<u>Rear Landscaping</u>	Timber Deck	Timber Deck In Lieu Of Paving	\$1,200.00 <input type="checkbox"/>
	Timber Pergola	Add Timber Pergola	\$4,800.00 <input type="checkbox"/>
	Add Water Feature	Add Water Feature as Depicted; OR	\$10,000.00 <input type="checkbox"/>
	Add BBQ Unit	Add Integrated BBQ Unit with Shelving	\$7,000.00 <input type="checkbox"/>
	Automated Irrigation	Automated Irrigation to Front and Rear Garden	\$1,200.00 <input type="checkbox"/>

DRAFT EXAMPLE CONTRACT ONLY

This document has been produced prior to obtaining any planning approvals and prior to the commencement or completion of construction. Purchasers and intending purchasers should note that changes may be made to the development during community consultation, obtaining planning permits and during construction. Specifications, details, fittings, finishes, facades, elevations and floorplans (including internal and external dimensions) may be changed without notice. Photographs, illustrations and artists impressions depicting parks, landscaping, interiors, exteriors and views are intended as a guide only and are subject to change without notice.

Purchasers and intending purchasers are encouraged to and must rely on their own enquiries to ensure the property they are purchasing meets their requirements and expectations. Customisation, options and upgrades are subject to other terms and conditions including payment variations.

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Printed June 2016.

House and Land Variation Upgrade Authority

Total Cost of Upgrades (Australian Dollars)	\$
<hr/>	
Signed by Purchaser (Must be same as purchaser under the Contract of Sale)	
Name of Purchaser	
Date	/
/ 2016	
<hr/>	
Signed by Glenvill Agent	
Name of Glenvill Agent	
Date	/
/ 2016	

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