



NEW HOME CONSTRUCTION SPECIFICATION

AUXILIARY UNITS SPECIFICATION

BUILDER -



AusHomes
building better homes

AusHomes Pty Ltd.

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Unit 6, Aushomes House,

54-66 Perrin Drive,

Underwood QLD 4119

ACN: 075 853 726 | QBCC No.: 77058

www.aushomes.com.au

Initials (Client) _____

Initials (Builder) _____

| |
|-------------------------------------|
| Site Address: _____ _____ |
| Client(s): _____ _____ |
| Local Authority : _____ |

**** PLEASE NOTE - These specifications along with your plans form your HIA Building Contract.**

These specifications are for the HIA contract dated: _____ day of _____ 20_____

Instructions for signing-

1. READ/CHECK OVER THE SPECIFICATION

**2. INITIAL EVERY PAGE AND SIGN THE LAST PAGE
WHERE INDICATED**

Initials (Client) _____

Initials (Builder) _____

Planning & Preliminaries – Per Site

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| Contour Survey | Included |
| Soil Test | Included |
| Building Approval fees via Private Certifier | Included |
| Construction Insurance & QBCC Insurances | Included |
| Energy Efficiency Report | Included |
| Excavation to 1m equal cut and fill to form building pad | Included |
| Tie-down and wind loading to "N2" | Included |
| R2.5 ceiling insulation to all areas under main roof | Included |
| Stormwater connection up to 60 meters | Included |
| Sewer connection up to 30 meters | Included |
| Termite Pest Control (Perimeter & penetrations) | Kordon by BAYER Included |
| Twelve month maintenance warranty (excludes turf & landscaping) | Included |
| Six year structural warranty | Included |

Concreting- Per Dwelling

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| Slab on ground: Engineer waffle slab design up to "H" Class: Plain smooth finish | Included |
| Concrete piers: to depth of 500mm into natural ground on an equal cut/fill building pad per engineer design | Included |
| Concrete to garage floor: Plain smooth finish | Included |
| Concrete to front porch/alfresco: Exposed Aggregate Finish | Included |
| Concrete driveway and path to front porch: Exposed Aggregate Finish In wineglass shape (including footpath cross-over) | Included |

Frame & Truss Construction- Per Dwelling

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| Material: Engineer Designed Pine Wall Frames & Trusses | Included |
| Ceiling Height : Minimum 2400mm or per plan | Included |
| Roof Pitch: Minimum 22 degrees or per plan | Included |
| Access hatch/manhole: positioned by builder at his sole discretion | Included |
| Inter-tenancy Fire Wall System: Concrete Pronto panels from Austral Bricks or as otherwise shown on plan | Included |

Water Proofing – Per Unit

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| Water proof: all shower bases and junctions | Included |
| Wet door seal: to all bathrooms and ensuites | Included |
| Seal floors: to wall junctions in all bathrooms and ensuites | Included |
| Bath: sealed to wall | Included |

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Windows - Per Unit

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|-----------------------------------------------------------------------------------------------------------------------------------|----------|
| Type: Aluminium sliding windows Colour: Refer to Colour Schedule Glass: Refer to plans & Energy report | Included |
| Obscure glass: bathroom, ensuite & WC | Included |
| Window Locks: keyed alike | Included |
| Barrier Screens & Flyscreens: to all windows & external doors (excluding pivot, stacker or folding doors) | Included |
| Window Furnishing – vertical blinds to all windows & glass sliding door (excluding garage & WC) | Included |

Roof Cover- Single Roof

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| Roof: Concrete Roof tiles from selected builder's ranges Manufacturer: Bristile Profile: Classic Colour: Refer to Colour Schedule | Included as our standard roof covering |
| Metal Fascia Gutters: Colorbond Gutter Profile: I15HF QUAD Colour: Refer to Colour Schedule | Included |

External Cladding – Per Unit

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| Brick Manufacturer: Austral Bricks from selected builder's ranges only Colour: Refer to Colour Schedule** ** Builder reserves the right to use common bricks under any rendered texture finish | Included |
| Mortar colour: Natural Joints: Raked | Included |
| Articulation joints: Natural translucent silicone | Included |
| AND/OR External boards: Painted Linear board and fixed by builder | Included (only if shown on plan) |

Energy Rating Report / Insulation – Per Unit

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| Walls: as per Energy Rating Report | Included |
| Ceiling: as per Energy Rating Report | Included |
| Door seals: to all external hinged doors | Included |
| Taping of wall wrap: joints & junctions including around windows & doors | Included |
| Weather strips: to all external doors | Included |

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Doors- Per Unit

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| External Front Door: Manufacturer: HUME Style: XV10 Door furniture: Tristan Door furniture: Lever action from builders selection Manufacturer: Gainsborough | Included |
| Internal Doors: Manufacturer: HUME Profile: HA40 Sizes: as per plan Door Furniture: Lever action from builders selection Style: Tannere Colour: Chrome Privacy Locks: Bathroom, Ensuite & WC | Included |
| Bedroom Robe doors: Vinyl sliding unless otherwise specified on plan | Included |
| Door stops: White cushion | Included |

Garage Door- Per Unit

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| Manufacturer: Stoddards Model: Panel lift per plan Remotes: Two (2) Colour: Refer to Colour Schedule | Included |
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Shelving – Per Unit

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| Robes: White melamine single shelf with hanging rail under | Included |
| Linen: White melamine with four shelves (only if shown on plan) | Included |
| Pantry: Cabinet maker made White melamine with four shelves | Included |

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Electrical – Per unit (excluding meter box)

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| Single Meter Box: Metal box and positioned at sole discretion of the electrician | Included – Single box per dwelling |
| Sub-Meter for auxiliary unit: Located in single meter box | Included |
| Lights fittings: as selected by builder/electrician from standard range Location: <ul style="list-style-type: none"> • Internal – one (1) per room • Garage – One(1) fluorecence light to single garage and two (2) fluorecence lights to double garage • Porch – One (1) • Alfresco – One (1) | Included |
| Light Switches: Manufacturer: Clipsal Location: Near doorways at a height between 900mm – 1100mm | Included |
| Power Points: Manufacturer: Clipsal Location: <ul style="list-style-type: none"> • Three singles in kitchen for dishwasher, refrigerator & range hood • Two additional double power points in kitchen • Two double power points in main bedroom • One USB charger point in each power point in each bedroom • One double power point in all other rooms (excluding WC's) • One single power point to garage ceiling for door controller | Included |
| External weatherproof power points: One(1) in alfresco area | Included |
| Ceiling light fans- Manufacturer: Ventair Model: Bullet to bedrooms & Spyda to lounge/family Location: any bedrooms where air conditioning is not installed, lounge/family room | Included |
| Earth Leakage Safety Switches: as required by regulations | Included |
| Exhaust Fans : All bathrooms & ensuites | Included |
| TV Points: Two (2) | Included |
| TV Antenna: One (1) | Included |
| TV Booster: May be required in select areas at owners expense | Not Included |
| Phone Points: Two (2) | Included |
| Telstra & NBN run in: To standard 6m set-back & includes conduit only (excluding connection) | Included |
| Smoke Alarms: Hard wired with battery backup and located at the sole discretion of the onsite electrician in accordance with legislation. | Included |

Air-Conditioning- Per unit

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| Split AC System: Family room Manufacturer: Gree Air Conditioning Size: 5.5Kw Location: sole discretion of builder based on location of framing, services and electrical access. Outside unit to be mounted on wall brackets at a height to be determined at sole discretion of the builder. | Included |
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Internal Lining- Per Unit

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| Walls & Ceilings interior: Knauf 10mm Plasterboard | Included |
| Wet area walls: Water Resistant Board | Included |
| Cornice to interior of house: Profile: Knauf 90mm Cove | Included |
| Cornice to garage (excluding above garage door): Profile: Knauf 90mm Cove | Included |

Painting- Per Unit

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| Colours: Refer to Colour Schedule Manufacturer: Taubmans - Tradex acrylic System: Manufacturer's two coat system | Included |
| External: Eaves, posts & timber cladding in all-weather matt/low sheen. Galvanised lintels (if applicable), valley iron and roof flashings are to remain natural and unpainted. | Included |
| Internal Walls: Single colour in living proof low sheen **Multiple colours or tints will attract an additional cost** | Included |
| Internal Ceilings: White only – Tradex ceiling flat | Included |
| Internal Doors: Ultra enamel gloss to match wall colour | Included |
| Architraves, reveals & skirtings: Ultra enamel gloss to match wall colour ** an additional cost is applicable for non-matching wall colour/tint ** | Included |

Fixing Materials - Per Unit

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| Architraves- Material: Finger Jointed Pine Profile: 42mmx111mm Classic profile | Included |
| Skirtings- Material: Finger Jointed Pine Profile: 68mmx111mm Classic profile | Included |

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Plumbing fixtures – Per Unit

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| Kitchen- | |
| Sink: Everhard 1 ¾ bowl Model: 73192 Finish: Stainless steel Tap Hole: One | Included |
| Tapware: Single Mixer tap Manufacturer: Azzurra Model: Prezzo Finish: Chrome | Included |
| Laundry: | |
| Tub: 40L tub with suds by-pass in metal cabinet Manufacturer: Everhard | Included |
| Tapware: Single Mixer tap Manufacturer: Azzurra Model: Prezzo Finish: Chrome | Included |
| Bathroom & Ensuite: | |
| Tapware Shower: Single Mixer tap Manufacturer: Azzurra Model: Prezzo Finish: Chrome Shower Rose: Methven Bermuda 3 function Finish: Chrome | Included |
| Hand basin: Drop-in vanity basin from builder's selection Tapware Shower: Single Mixer tap Manufacturer: Azzurra Model: Prezzo Finish: Chrome | Included |
| Bath: 1525mm acrylic bath tub (if shown on plan) Manufacturer: Decina Model: Bambino Tapware: Single Mixer tap Manufacturer: Azzurra Model: Prezzo Finish: Chrome Spout: Alpha 180mm Finish: Chrome | Included |
| WC's & powder rooms: | |
| Toilet Suites: Vitreous china Manufacturer: Azzurra Model: Casa Neo close coupled | Included |
| Hand basin: Selected by builder (if shown on plan) Tapware: Single Mixer tap Manufacturer: Azzurra Model: Prezzo Finish: Chrome | Included |
| External: Two (2) taps (front & rear of dwelling) as positioned by builder | Included |

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Cabinetry & Accessories- Per Unit

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| Kitchen- | |
| Finish to Bench top: Laminate or 20mm Essa Stone (refer plan) Manufacturer: Laminex (Select builder's ranges) | Included |
| Finish to cupboards & doors: Laminate (single colour from builder select ranges). ** Special colours & finishes e.g. diamond gloss will attract an extra charge to the owner. Manufacturer: Cabinet maker made Kickboard: Laminate to match cupboards & doors | Included |
| Finish to internal cabinetry & shelving: Melamine with one (1) Shelf and four (4) shelves in pantry. | Included |
| Bathroom & Ensuite- | |
| Bench top: Fully Laminated bench top Manufacturer: Laminex (Select builder's ranges) Cabinet doors & external panels: Cabinet maker made laminate doors | Included |
| Handles: "D" handles Supplier: Stephano Orlati Finish: Polished Chrome | Included |
| Towel Rails/Rings & WC Holders: Flowell Finish: Chrome | Included |
| Laundry- | |
| Bench top: Fully Laminated bench top (if bench shown on plan) Manufacturer: Laminex (Select builder's ranges) Cabinet doors & external panels: Cabinet maker made laminate doors | Included |

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Ceramic Wall & Floor Tiling – Per Unit

All tiles in this contract are to be ceramic tiles only to a maximum size of 450mmx450mm. Larger tiles or porcelain tiles will attract an additional material & labour cost to the owner.

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| Kitchen- | |
| Wall: 600 mm splash back tiling to underside of cupboards from builder's select tile ranges. | Included |
| Floor: Full floor area from builder's select tile ranges. | Included |
| Bathroom- | |
| Wall: One row above vanity, two tile rows above bath, minimum 2100mm in shower recess. All tiles to be from builder's select tile ranges. | Included |
| Floor & skirting: Full area with of 225mm skirting tiles from builder's select tile ranges. | Included |
| Ensuite- | |
| Wall: One row above vanity, two tile rows above bath, minimum 2100mm in shower recess. All tiles to be from builder's select tile ranges. | Included |
| Floor & skirting: Full floor area with of 225mm skirting tiles from builder's select tile ranges. | Included |
| Laundry- | |
| Wall: 225mm skirting tile only from builder's selected range and 400mm above laundry tub | Included |
| Floor & skirting: Laundry nominated area with of 225mm skirting tiles from builder's select tile ranges. | Included |
| Main floors- | |
| Entry: As shown on plan from builder's select tile ranges. | Included |
| Main Floors: Hallways, kitchen, dining, family rooms unless otherwise indicated on plan. | |

Shower Screens-Per Unit

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| Manufacturer: Civic Shower Screens Glass: Toughened Glass Frame: Framed | Included |
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Mirrors- Per Unit

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| Manufacturer: Civic Shower Screens Size: Length of vanity to max. 900mm height or as specified on plans | Included |
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White Goods & Appliances- Per Unit

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| Oven- Manufacturer: Bellissimo Model No: HNTB65XL Multifunction Size: 60cm Finish: Stainless Steel | Included |
| Cooktop- Manufacturer: Bellissimo Model No: HNTB64CE Size: 60cm Finish: Black Glass | Included |
| Range hood- Manufacturer: Bellissimo Model No: GEH6017 Front retractable Finish: Stainless Steel Venting: to ceiling | Included |
| Dishwasher- Manufacturer: Bellissimo Model: TBD4SS-5 Finish: Stainless Steel | Included |
| Hot Water System- Heat Pump Manufacturer: Chromagen Style: Medea Size: 170L | Included |

Carpet- Per Unit

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| Rooms: All Bedrooms & balance of house where alternate flooring/tiles has not been specified elsewhere in this specification (excluding garage which is plain smooth finished concrete) Internal Stairs (if shown on plan): Carpet Manufacturer: Carpet Call from select builder's range Fitting: Mechanical fitted | Included |
| Underlay: Rubber | Included |

Stairs & Balustrade(Two storey homes only) - Per Unit

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|-----------------------------------------------|----------|
| Stair Construction: Cover grade Timber | Included |
| Manufacturer: Stair Master | Included |
| Internal Balustrade – Paint Grade Pine | Included |
| External Balustrade – Paint Grade Pine | Included |

Initials (Client) _____

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Cleaning- Per Unit

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| Internal: Standard builder's clean only with wipe down of tiles, benches and horizontal surfaces, mop floors & vacuum carpets. | Included |
| External: Removal of all builder's debris and rubbish | Included |

Miscellaneous Items- Per dwelling

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| Temporary Fencing: as determined and positioned at the sole discretion of the builder | At builder's sole discretion |
| Fences: 1800mm Single sided butted paling pine fence with three rails (refer special conditions on fencing for positioning) | Included |
| Landscaping/Turf: Supply, lay and single roll wintergreen turf to yard over on-site raked soil. The builder in his sole discretion reserves the right to use either turf, stones or road base around the sides of the house. One single feature garden (approx. 10 sqm) to front yard as positioned by builder. The builder <u>does not</u> offer any warranty over the turf, plants and/or landscaping, which must be constantly maintained and is therefore outside the builder's control. The owner acknowledges advice from the builder and accepts that the squares of turf supplied from turf farms may vary in height and will require top dressing (not included in contract) with sand or top soil once established in order to achieve a totally flat surface. | Included - no warranty |
| Rear fence separating rear yard of units | Included |
| Letterbox: as selected and position by builder – single box with twin slots | Included |
| Clothesline - Manufacturer: Sunni Clothes Hoists Model: Selected paraline and positioned by builder with reference to site size and available locations Colour: Refer to Colour Schedule | Included for each unit |

MCU/Infrastructure/Strata titling

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| MCU application: Material Change of use town planning application | Included |
| Infrastructure: Council & Water Infrastructure charges | Not Included |
| Strata titling – Legal fees & town planning fees | Not Included |
| ** Auxiliary unit configurations CAN NOT be strata titled | |
| PLEASE NOTE: The builder makes no representation and accepts no responsibility for the outcome of any MCU development application. Any special conditions requested by council on the MCU development application are not included in this contract. Approval or disapproval is strictly at the council's discretion and beyond the builder's influence. | |

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IMPORTANT TERMITE NOTICE

The builder discloses and the owner acknowledges that a termite system is installed in accordance with Australian Standard AS3660.1-2000.

The system to be installed is:

“BAYER Kordon” termite barrier, being Kollars around slab penetrations, and 1.75mm non-woven polyester fibre webbing, impregnated with Deltamethrin, laminated between two UV polyethylene films around perimeter of house.

Further the owner acknowledges that they have been advised that no system is infallible and the home owners are required to comply with the terms and conditions listed below in order to rely on any termite warranty supplied by the builder, manufacturer and/or installer of the system.

TERM AND CONDITIONS OF TERMITE WARRANTY

1. I will have the house inspected yearly by a competent and BAYER approved pest controller and will comply immediately with any advice given by that pest controller.
2. I will not build garden beds next to the slab or over weep holes; or allow any tenant to build garden beds next to the slab or over weep holes.
3. If I build an extension or renovate, I will reinstate any perimeter barrier around the entire dwelling immediately.
4. I will ensure that if any other work breaks a barrier, the barrier will be immediately reinstated.
5. I will not store any wood, bark or any other materials which termite might inhabit against the external walls of the house.
6. I will comply fully with all conditions of the warranty and I am aware that if I do not keep to this agreement both the product warranty and the QBCC statutory warranty will be voided.
7. I am aware the warranty given by the builder is strictly for twelve (12) months from date of practical completion or hand-over whichever is the earliest. Thereafter I am responsible for maintaining the termite barrier and any rectification work caused by termite attack. Further the builder has advised the owner to read the manufacturer’s warranty documentation and comply with the terms and conditions of that warranty. Failure to do so will result in a breach of the warranty and leave the owner without any warranty for termite infestation.
8. The owner agrees to contractually require any future owner of the property agrees to these same conditions and is made fully aware of their responsibilities in maintaining the Termite Warranty. Failure to do so, will give rise to a possible claim for damages.

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Special Conditions schedule (continued)

1.1 These specifications specify finishes and/or materials to be used in the construction of the works. Any amendments must be initialled by both the owners and the builder. Any amendment not initialled by both parties is to be deemed not to be a contract amendment and the original wording must apply in the interpretation of this contract. These special conditions are to be read as an addendum to, or replacement of, the special conditions in the schedules of your HIA Queensland New Homes Construction Contract (QC1).

1.2 All works must comply with the Building Code of Australia (and amendments).

1.3 The owner is solely responsible for ensuring that the proposed building works complies with any land covenant and/or Development Approvals. The builder is to apply on behalf of the owner for any applicable covenant approval from the land developer. Any requested additional requirements made by the land developer above and beyond the items and allowances expressly detailed in this specification or requested additional requirements made by the local council in order to satisfy the Development Approval conditions are at the sole expense of the owner.

1.4 These specifications are to be taken as being generally applicable to the drawings and other documents forming part of the contract. The contract is the combination of the HIA Queensland New Homes Construction Contract (QC1), the signed plans and this specification and forms the entire agreement between the parties. The parties further agree that no brochure, sales letter, advertisement, offer to treat, previous contracts, internet representation, emails, pre-contract correspondence, pre-contract pricing, verbal offer or verbal representation is to be used in the interpretation of, or forms any part of, the contract.

1.5 **Finance costs & Fees.** The owner is solely responsible for payment of any bank fees, bank interest, valuation fees, inspection fees, re-inspection fees, legal fees and any costs or charges not directly associated with the construction.

1.6 **Plant and Labour.** In accordance with the contract, the builder must supply materials, tools, scaffolding, plant, and engage all trades necessary to carry out the work indicated on the plans and in these specifications. Any trades, contractors or workmen organised or requested by the owner are at the sole responsibility of the owner, including but not limited to; any consequential damage done as a result of the work done or not done on-site; any workplace health & safety requirements; any environmental requirements; and any requirements to comply with local government regulations. The owner is to ensure all trades organised by the owner will have the appropriate QBCC trade licences and insurances (including workers compensation and public liability) for the work being undertaken. Further, the owner fully indemnifies without limitations or restrictions the builder, its directors, its employees and its contractors for any loss however caused by the owner organised trades, contractors or workmen in the performance of the works.

1.7 **Materials.** The owner acknowledges that the Aushomes Pty Ltd may from time to time deliver excess materials to site in order to ensure a smooth construction process. Excess materials are the sole property of Aushomes Pty Ltd and will be removed at the end of construction. Any materials supplied by the owner are strictly and entirely at the owner's risk and no liability for theft or damage over those materials is accepted by Aushomes Pty Ltd whatsoever.

1.8 **Excluded items.** Unless otherwise expressly specified, acoustic and/or bush fire requirements have not been included in this contract. Unless otherwise expressly specified, retaining walls are not included in this contract but may still be installed at the builder's sole discretion. Any retaining walls shown on working plans which are not expressly listed in this specification are suggested retaining walls only and are at the sole responsibility of the owner. Unless otherwise expressly specified no allowance for rock removal or excavation or the removal of excess soil is included in the contract. Any services located outside the property boundaries are not the responsibility of the builder and are not included in this contract. Any services requiring relocation, raising or lowering are not included in this contract and such work is to be at the expense of the owner. Unless otherwise expressly specified, photovoltaic solar systems are not included in this contract and if required under the energy efficiency report to achieve 6 star rating will be charged to the owner. This clause is to be read as an addendum to Schedule 3 of your HIA New Home Construction Contract.

1.9 **Water and Power Supply.** Unless otherwise specified, the contract requires the owner to supply of a 240-volt single phase underground power supply being available on-site during construction. Unless otherwise specified, the contract requires the owner to supply clean running town water on-site during construction. The owner acknowledges that it is their responsibility to open any account and pay any deposit required to supply power and water on-site during construction. Where water and/or power is not available on site, than the owner must pay by way of variation for an alternative supply (e.g. generator, temporary power pole or water truck) for works to commence or continue unhindered.

1.10 **Bonds, deposits & fees.** Unless otherwise specified, any bonds, DA Fees, MCU fees, Infrastructure fees, deposits, or fees requested by any local council, state government, federal government, Energex, Water Authority, NBN, Telstra or any other statutory or semi-government authority must be arranged and paid for by the owner. To remove any doubt, only building approval fees and plumbing approval fees are included in this contract unless otherwise expressly specified.

1.11 **Allotment Verification.** The owner is responsible for the accuracy and clear delineation of all the allotment boundaries. If boundary point cannot be found or pegs are missing the owner must accept a variation for a registered surveyor to perform an ID survey of the land in order to correctly identify the boundaries.

1.12 **Access to the site.** The owner is responsible for providing an all-weather access to the building site to enable the delivery of all equipment, materials and goods necessary for the works. Unless otherwise expressly specified, the owner is responsible to any costs to clear the site or rubbish, long grass or trees which impedes the construction process.

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1.14 **Fall away from Slab.** The owner acknowledges that the yard was at practical completion left with a suitable fall away from the slab for drainage to comply with policies from QBCC, CSIRO and good building practices. The owner agrees to maintain the fall away from the slab in order to maintain the performance of the slab. The owner agrees not to plant trees and remove or organise removal of any trees from a distance within 40 meters of the dwelling footings. The owner agrees not build gardens against the exterior walls of the house or allow water to pool against the footing of the dwelling.

1.15 **Owner Variations.** After working drawings have been completed or building approval has been received whichever is the earlier, requests for any variations initiated by the owner will incur a \$500 administration fee in addition to the variation price. Changes to the electrical layout plan is to be excluded from any administration fee. Variation requests after the commencement date will incur an owner approved extension of time, which will be reasonably calculated in the sole discretion of the builder but shall not be less than seven days. Any owner initiated variations after the commencement date, may or may not be agreed to by the builder at his absolute sole discretion.

1.16 **Colour Selection.** Colour selections must be completed prior to commencement of construction on-site so that materials may be ordered in a timely fashion. Failure to complete a colour selection prior to the contract commencement date will give rise to an automatic approval of an extension of time until a full colour selection is completed and returned to Aushomes Pty Ltd. Colour selections do not form part of the contract. Colours selected by the owner cannot be guaranteed by the builder as being available during construction as materials are supplied from third party suppliers.

1.17 **Materials and colour consistency.** The owner acknowledges and accepts that many materials are natural products and variations in colour consistency do occur. The owner further accepts that paint colours may vary from paint swatches/samples due to the fact that paint may be affected by light, angle of viewing, surrounding reflected colours, undercoat colour and product surfaces. All painting and tiling must be view in a natural light. Paint on walls must be viewed at a distance of 1.5m perpendicular to the wall and ceilings at 1.5m distance from a standing position. Fixture and fittings to be viewed from a standing position at a 600mm distance. Tiling to be view from a standing position at a 1500mm distance from the tiles. The owner acknowledges and accepts that any defects not able to be seen at these distances are not defects. These viewing distances are as per the QBCC Standard and Tolerances Guide.

1.18 **Unavailable materials.** Aushomes Pty Ltd reserves the right to replace any materials or products unavailable at the time of construction with a similar materials or products from an alternate supplier. Unless otherwise agreed by Aushomes Pty Ltd, all products to be used in this contract must be sourced from the builders nominated suppliers. The builder reserves the right to change nominated suppliers before or during the contract period, in which case the owner must re-select a new product from the new nominated supplier. The owner agrees to re-select any colour or any item not available at time of delivery for an alternative colour or item. A product, material or colour not available at time of delivery shall not be a valid reason for damages under the performance of the contract. Should an item or colour not be re-selected within 5 working days of the builder advising the owner of the need to re-select, then the builder may re-select the item or colour at his sole discretion on behalf of the owner.

1.19 **Site Drainage.** Unless otherwise specified or shown on plan, no yard gullies are included in this contract. The builder reserves the right to install a maximum of two gully drains in positions at his sole discretion.

1.20 **Prime Cost & Provisional Sums.** The builder will nominate suppliers, ranges and products for the owner to choose from in the performance of the contract, referred to as "standard inclusions". Any item selected or requested which costs more than the standard inclusions will be charged as a variation plus 20% builder's margin per contract. Deletion of any standard inclusion by way of variation will be done at the cost price usually paid by the builder for the standard inclusion.

1.21 **Fencing.** Unless otherwise specified, all fencing is to be across the rear boundary, along either side boundary forward to the front alignment of the dwelling with side returns across to the dwelling. The contract only includes fencing to boundaries where no fence already exists and is to be a standard residential 1.8m single sided paling pine fence with three rails. Single houses are to have installed a single gate situated on one of the side returns. Dual occupancy dwellings and duplexes are to have a two single gates installed and situated one to each side return. Any reimbursement of 50% fencing costs from any neighbouring properties is the sole the responsibility of the owner and does not form a valid variation to this contract.

1.22 **Practical Completion.** The builder will advise the owner when the property is ready for a practical completion inspection in accordance with general condition clause 25. The owner may attend personally or appoint an agent (including a licence building inspection service e.g. Twenty20 or handover.com) to undertake the practical completion inspection on their behalf. A written list of alleged defects shall be created from that inspection and shall be the only practical completion list applicable under the contract and legislation. Only one practical completion inspection is to be undertaken under the contract and no further inspections or lists not arising from that inspection are to be considered as alleged practical completion defects. The builder will either accept and rectify the notified alleged practical completion defects or advise the owner as to the reasons why the alleged practical completion defects are not considered a defects by the builder. All subsequent notified minor defects shall be considered maintenance defects and will be inspected and rectified (if agreed to by the builder) within the 12 month maintenance warranty period. Agreed maintenance defects shall be rectified at any time during the 12 month warranty period and at a time identified at the sole discretion of the builder. The owner hereby authorises their agent to accept practical completion on their behalf by issuing a practical completion defect list to the builder or by signing off a practical completion list. Defects shall be defined as only those building works which are consider in the sole discretion of the builder defects under the QBCC Standard and Tolerances guide and any building works not in accordance with the Building Code of Australia (and amendments) or this contract.

Initials (Client) _____

Initials (Builder) _____

CLIENTS PLEASE NOTE THE FOLLOWING IMPORTANT INFORMATION

The building will be constructed as per the Building Contract, Specifications and Plans. Please ensure you have read all of these documents carefully and agree with what has been included. Only inclusions listed in this specification, listed in an approved variation, or shown on the plans are included in the contract.

As per Occupational Health & Safety Regulations 2007. Owner(s) or any representative of the owner(s) are **NOT** permitted to enter the construction site unless they are accompanied by an authorised representative of the Builder.

The owner(s) acknowledge and agree that these specifications take precedence over any past conversations, representation, brochures and/or quotes previously supplied or discussed. Further the owner(s) acknowledge that the specifications cover all materials to be supplied under the contract.

The owner(s) understand that the owner(s) or any representative of the owner(s) must not enter the building site unless the owner(s) are accompanied by an authorised representative of the Builder.

The owner(s) understand and acknowledge our responsibilities required under our Termite Notice & Termite Warranty.

The owner(s) understand and acknowledge that auxiliary units cannot be strata titled under council regulations.

Signed: X _____

Signed: X _____

Initials (Client) _____

Initials (Builder) _____