

Construction Contract

24 April 2024



Client

Address

100 Harris Street
Pyrmont
NSW, 2009.

Phone

M: 0432 034 543
H:

Site Address

Lot 203, 15 Destiny Street
Morayfield, QLD, 4506.

Job Number

S/Est Code

GBU

Construction Contract

24 April 2024



Details

Total

House Type: Tuvalu 216.3m2 'Hamilton Façade' (Turn Key) REV A	<i>Included</i>
Provide additional site works over and above the standard allowances and as required. G Developments reserves the right to alter the enclosed plans to suit the final contour survey	<i>Included</i>
G Developments reserves the right to alter the enclosed plans if one or a combination of Federal/State/Local government legislations and relevant compliance matters change after the contract signing date	<i>Note Only</i>
Provide provision for future connection to estates NBN style supply to dwelling(s). Note: Price excludes the provision of additional NBN style infrastructure. Due to service industry timeframes this application is excluded from this contract. The builder will assist the owner with the appropriate applications during the construction process	<i>Included</i>
Provide correction to turf, fencing and external concrete allowances as included in 'Turn Key' specification to suit property	<i>Included</i>
Provide upgrade to off-white mortar	<i>Included</i>
Provide upgrade to 2700 ceiling height	<i>Included</i>
1200mm (2040mm high) feature entrance door (Hinged Only) Stained / Painted	<i>Included</i>
Provide 40mm stone upgrade to kitchen (main dwelling)	<i>Included</i>
Provide upgrade to 900mm upright Cooker with Gas Hob and 900mm canopy rangehood	<i>Included</i>
Provide external ducting to rangehood	<i>Included</i>
Provide upgrade to Porcelain/rectified tile upgrade ILO STD (square tile, builders range, up to 600x600mm)	<i>Included</i>
Provide 4 globe IXL style fan/light/heater (2 of)	<i>Included</i>
Provide 10.5kW Ducted A/C - ILO 2 x Split systems 3 zones / 7 outlets	<i>Included</i>

Construction Contract

24 April 2024



Provide 400mm x 400mm tiled niche to tiled wall (2 of)	<i>Included</i>
Full height wet area wall tiles (up to 2x2m, builders standard range) to main dwelling bathroom and ensuite	<i>Included</i>
Provide upgrade to 20mm stone to main dwelling bathroom and ensuite	<i>Included</i>
Provide upgrade to 1560mm freestanding bath in lieu of standard (1500mm builders range)	<i>Included</i>
Provide 1800mm High Treated Pine Good Neighbour Fencing Lapped & Capped ILO std treated pine timber fencing	<i>Included</i>
Provide 2* Gainsborough Freestyle Trilock Smart Lock Brushed Satin Chrome GFS8951AURBSC	<i>Included</i>
Provide 3mm Polaris Vinyl Plank Flooring to both garages include floor leveling	<i>Included</i>
Provide additional 2* 2.5kW split a/c to the garage (1 to each garage)	<i>Included</i>
Provide additional 10* LED downlights to the garage (5 to each garage)	<i>Included</i>
Provide bulkhead over kitchen island bench	<i>included</i>
Provide additional 2* double power points with USB connection point to the garage (1 to each garage)	<i>Included</i>
Provide upgrade to pendant lights (3 of) above island bench to main dwelling	<i>Included</i>
Provide upgrade to black framed mirrored robes (4 of)	<i>Included</i>
Provide 4 Southampton Large feature lights to facade	<i>Included</i>
Provide upgraded light switches (12 of) to main dwelling	<i>Included</i>
Provide upgrade to Memo 1 & ¾ bowl sink to main dwelling	<i>Included</i>
Provide upgrade to 370mm round above counter basin to main dwelling	
Provide upgrade to matt black fittings to bathroom and ensuite to main dwelling	<i>Included</i>

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24 April 2024



Provide upgrade to kitchen sink mixer to matt black with retractable gooseneck hose to main dwelling	<i>Included</i>
Provide upgrade to wool carpet to bedrooms of main dwelling	<i>Included</i>
Provide double glazed skylight to main dwelling between kitchen bench and island bench of main dwelling	<i>Included</i>
No allowance has been made for bushfire attack rating or acoustic requirements. Should reports determine that they are a requirement, all costs involved with amendments to be charged by way of a post contract variation to client	<i>Note Only</i>
No allowance has been made for retaining walls at south side boundary, developer to arrange when requested by builder. Should there be a requirement, all costs involved with amendments to be charged by way of a post contract variation to client	<i>Note Only</i>
Value of above noted specially included luxury items	\$18,225.00
Value of 'Turn Key' items included	\$30,250.00
CONTRACT PRICE	\$568,229.00

Construction Contract

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CONTRACT NOTES

1. This agreement is subject to finance approval within 28 days of the date hereof.
2. Upon receipt of approval of finance:
 - a. The owner gives forthwith to the builder Notice of Financial Approval.
 - b. The owner authorises his solicitors and/or finance broker to give to the builder such particulars of finance approval as the builder may require as determined by the builder.
3. I/We hereby authorise our contracted builder, G Developments Pty Ltd to lodge on our behalf all necessary building applications and documents with the local council authority.
4. Upon signing of this Domestic Building Contract, G Developments shall apply for the issue of a Building Permit based on the final working drawings.
5. **ACCEPTANCE OF ANY REQUEST FOR VARIATION AFTER SIGNING THIS DOCUMENT WILL BE ENTIRELY AT THE DISCRETION OF G Developments Pty Ltd.**
6. I/We acknowledge that **ANY** requests for further **Variations** after the signing of this document will incur an **Administration Fee** of \$1,000 for Structural Variations and \$250 for Non-Structural Variations. The administration fee will apply once a request has been processed and issued, irrespective of acceptance or rejection of requested variations by myself/ourselves.

Construction Contract

24 April 2024



EMAIL COMMUNICATION CONSENT FORM

(FOR OWNERS UNDER A CONSTRUCTION CONTRACT)

I/we consent to, and accept the risk of, receiving and forwarding information via electronic mail (email) pertaining specifically to the construction contract for the below noted Site Address (Contract). All parties to the Contract acknowledge that if an electronic copy of the Contract is signed by any party (including electronically signed) such electronic copy of the Contract will be constituted to be legal and binding.

I/we acknowledge that email is not a private, secure form of communication and there is a risk that the information contained therein may be misdirected or intercepted by unauthorized third parties. G Developments Pty Ltd and/or G Developments (NSW) Pty Ltd (G Developments) assures the Owner(s) that the Owner's email address will never be published or shared and the Owner can withdraw its consent to use of email at any time in writing directed to G Developments.

Owner

Sign

Date

/ /

Owner

Sign

Date

/ /

Builder

G Developments Pty Ltd

Sign

Date

/ /

PRE-CONSTRUCTION

- HIA fixed site works.
- Plans - Specifications.
- Engineers soil report & slab design.
- Council building application fees.

SITE WORKS FOUNDATIONS & CONNECTIONS

- Site scrape and/or balanced cut & fill excavation for up to 1500mm site fall over the building platform.
- Engineer designed concrete slab to suit up to "H2" slab with bulk concrete piling.
- (up to and including a depth of 600mm).
- Termite treatment to slab penetrations and physical perimeter barrier.
- Sewer & storm water connections to existing serviceable connection points for sites up to 600m² in size with a standard 6 meter set back from front boundary (battle-axe, other odd shaped blocks and blocks where service connection exceeds standard allowances may incur extra service costs).
- Eight (8) meters plan length of electrical mains.
- Water connection from pre-tapped water main up to and including six (6) meter setback to house.
- House constructed for "N2" wind rating conditions (W33).
- No allowance is made for retaining walls.

ENERGY EFFICIENCY

- Bulk ceiling insulation, rating R2.5, to ceiling area.
- Double sided foil wall-wrap to external stud walls.
- Energy efficient aluminium improved windows and sliding door units
- Weather stripping to hinged external doors.
- Electric hot water system.
- 500 KPA water pressure limiting device.
- LED down-lights.

- Approximately 1.8kw solar power system.

BRICKS, WINDOWS, ROOFING AND GARAGE

- Colorbond roof.
- Colorbond fascia & gutter from the standard builders' range of colours.
- Select range of clay bricks from the builder's standard range.
- Natural mortar.
- Powder coated aluminium windows from the standard builders' range of colours, with obscure glass to wet areas.
- Keyed window locks to all opening sashes and sliding doors.
- Auto Sectional garage door to garage from the standard builders' range of colours and two (2) handsets.

KITCHEN INCLUSIONS

- 20mm manufactured stone benchtops.
- Laminate finish cupboards from the standard builder's range of laminates.
- Door handles from the standard builder's range.
- 600mm under-bench oven.
- Laminate finish microwave oven provision to cabinetry.
- Electric ceramic 600mm cooktop.
- Freestanding stainless-steel dishwasher.
- Stainless steel 600mm slide-out rangehood.
- 1¾ bowl stainless steel kitchen sink.
- Chrome sink mixer.
- Cold water-point to fridge space for an ice maker.
- Bulkhead above kitchen overhead cupboards.

BATHROOM ENSUITE AND TOILETS

- Wall-hung vanities with laminate bench tops from the standard builder's range of laminates.
- Door handles from the standard builder's range.

DISCLAIMER: G Developments Pty Ltd reserve the right to alter any of the above inclusions due to continuing product development or availability of items.

Initial _____

Clear laminated glass shower screens with powder coated aluminium frames from the standard builder's range of colours.

- White acrylic bath.
- 900mm high polished edge mirrors fitted to the same width as the vanity unit.
- Chrome mixer tapware, double towel rails and toilet roll holders.
- Vitreous China close coupled toilet suites.
- Semi-inset basins (or semi recessed as required).
- Shower on rail to bathroom and ensuite showers.

CERAMIC TILING

- Bathroom & ensuite floors, and
 - 2000mm high to showers,
 - 600mm above bath (nominal),
 - 200mm skirting tile.
- Kitchen tiled splashback:
 - 600mm high off bench.
- Toilet & Laundry floors and,
 - 400mm splash back over tub
 - 200mm skirting tiles
- No allowance has been made for frieze or decorator tiles.
- No allowance has been made for laying of border tiles, 45-degree patterns or floor feature tile layouts.

ELECTRICAL

- Earth leakage safety switch & circuit breakers.
- Single phase underground power connection from existing supply point.
- Meter box will be installed on the side nearest to the mains connection point.
- One (1) double power point to each room and as per electrical plan.
- One (1) 240-volt downlight point to each room as per electrical plan.
- Two (2) external paraflood light points.

- Two (2) television points complete with 5 lineal meters of cable and no antenna.
- Smoke detectors hard wired with battery backup.
- Pre-wiring for two (2) Telstra phone points.
- Exhaust fan to bathroom and ensuite.
- Single GPO to microwave oven provision in kitchen.
- USB/double power point to the end of kitchen cabinetry.

STANDARD INTERNAL AND EXTERNAL FEATURES

- 2550mm ceiling heights throughout (ground level only in 2 storey homes).
- Round aluminium powder-coated handrail and vertical balustrade to external balcony as selected from builders' standard range where applicable.
- Paint grade front door with clear glazing.
- Paint grade hinged doors to other external doors if applicable.
- Paint grade flush panel internal passage doors.
- Magnetic door stops from builders' standard range to passage doors.
- Vinyl sliders from builders' standard range to wardrobe doors.
- Builders range exterior leverset to front door
- Interior leverset to internal doors.
- 90mm paint grade coved cornice.
- 41mm paint grade splayed architraves.
- 67mm paint grade splayed skirting.
- Paint:
 - Three (3) coat internal paint system - 2 colours allowed i.e. 1 colour to wall and 1 colour to timber work,
 - Two (2) coats to ceiling to Paint Manufacturers standard specifications,
 - Two (2) coat external paint system to external trim and doors to paint manufacturers standard specifications.
- 45 ltr laundry trough and cabinet.
- Two (2) external garden hose taps.

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Initial _____

- AAA rated water saving shower heads and tap-ware.
- Internal & external builders house clean and site clean after construction.
- Carpet grade staircase with painted timber balustrade for staircases as selected from builders' standard range.

WARRANTIES

- Statutory maintenance period.
- Statutory structural guarantee period.

TURN KEY PACKAGE

PRE-CONSTRUCTION

- Provide additional council cross over and building application fees according to local city council.

SITE WORKS

- Provide additional driveway cut and excavation including kerb cut-out and removal when non-mountable kerb exists.

WINDOWS

- Powder coated aluminium diamond grill security screens.
- Powder coated frames to glass sliding doors.
- Powder coated frames to opening windows.

LANDSCAPING

- Provide up to 70 lineal meters of 1800mm high

treated pine timber fencing.

- Provide (1) steel frame gate with treated pine palings.
- Provide up to 60 m2 of exposed aggregate driveway, front path and porch.
- Provide up to 300 m2 of A-Grade turf.
- Provide one (1) 15m2 garden bed including clay paver edge, builders' range plants and mulch.

INTERNAL & EXTERNAL FEATURES

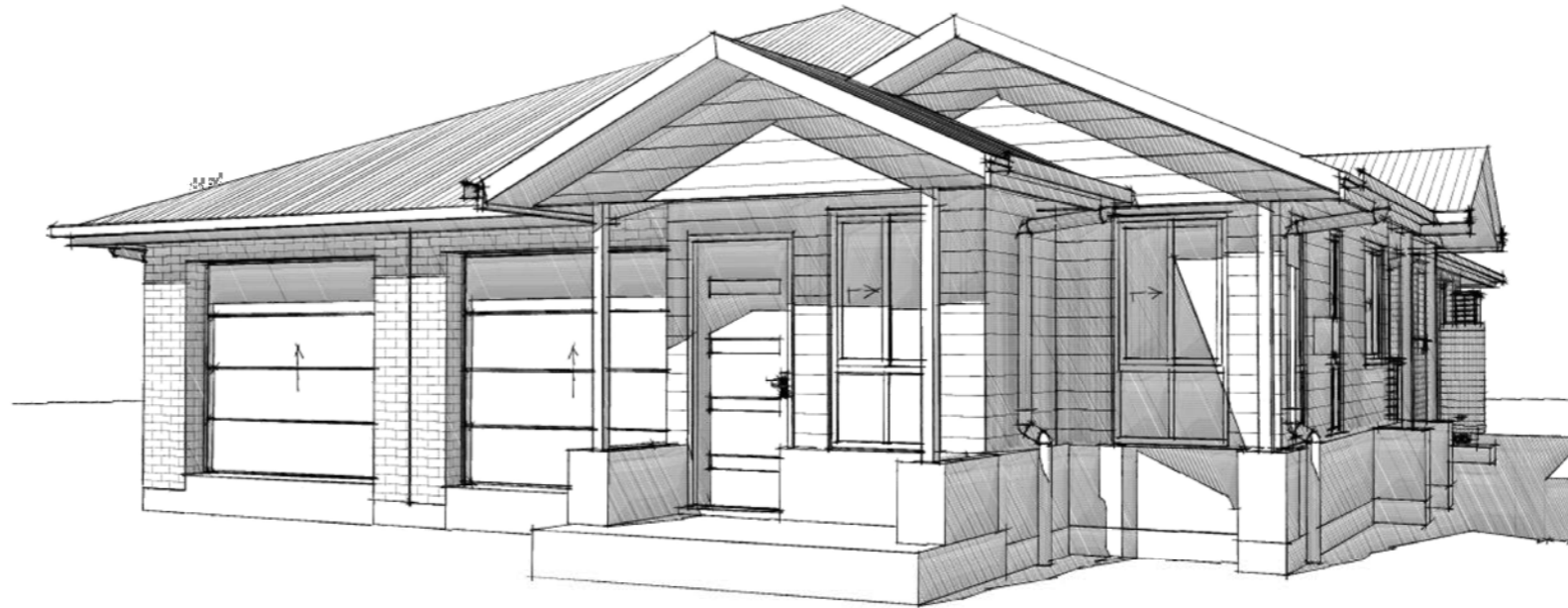
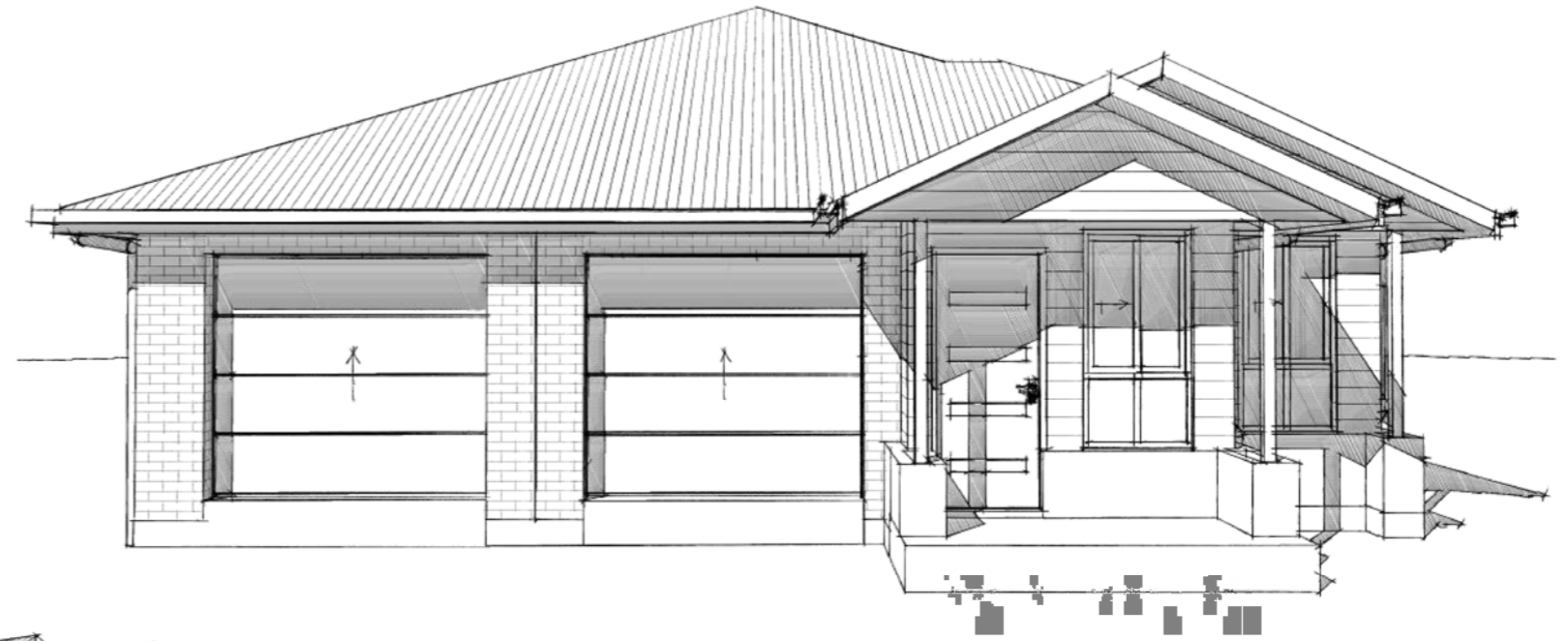
- Provide carpet to all bedrooms and living rooms as selected from the builders' standard range.
- Provide main floor tiles to all other internal areas (excluding garage).
- Provide suitable external grade tile finish to alfresco slab as selected from the builders' standard range.
- Provide a fold down wall mounted clothes line as selected from the builders' standard range.
- Provide a TV antenna and booster (as required) to roof as selected from the builders' standard range.
- Provide a letter box as selected from builders' standard range.
- Provide Roller blinds throughout. (Excluding Wet Rooms)
- Provide (1) white fan/light to all bedrooms.
- Provide (1) split system A/C from builders' standard range to living room and (1) to master bedroom.
- Provide internal & external builders house clean.

Name _____ Signature _____ Date _____
 Name _____ Signature _____ Date _____
 Name GDevelopments Signature _____ Date _____

DISCLAIMER: G Developments Pty Ltd reserve the right to alter any of the above inclusions due to continuing product development or availability of items.

N3 Wind Category

Communications Pre-wired



NOTES:
IMAGES ARE DIAGRAMATIC ONLY
REFER TO ELEVATIONS FOR DETAILS

18	PartyWall Penetration
17	PartyWall Details
16	Sanitary Drainage
15	Landscape Plan
14	Tiedown Details
13	Tiedown Details
12	Bracing Plan
11	Waste Layout
10	Slab Plan
09	Electrical Plan
08	Internal Elevations
07	Internal Elevations
06	Section & Details
05	Elevations
04	Elevations
03	Floor Plan
02	Site Plan
01	Cover sheet

APPROVED

This plan is certified for compliance with the requirements of the BUILDING ACT 1975, THE BUILDING REGULATION 2006, and attached approval conditions.

2023-3852

REFER DECISION NOTICE
Project BA



Address: P.O. BOX 600
PARADISE POINT, 4216
www.gdevelopments.com.au
ACN: 116332220
ABN: 77116332220
QBSA: 1086689

"Building a Shared Vision"

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GENERAL NOTES:
Drawings are to be read in conjunction with the relevant client-builder contract. Contract is to take precedence over drawings including but not limited to: - finishes, inclusions, upgrades, exclusions, additional costs and works by the owner/builder. Incorrect inclusions or omissions or typographical errors are not to be used in the interpretation of any information in these drawings. Nor can they be used to claim any additional or alternate items or services as a result of such errors. The incorrect or omitted details shall be subject to subsequent correction by the building company and documentation released.

Rev	Date	Amendments	By
A	15.09.2023	Pre Construction Copy	JV

Client:
PAIG Investor 3 (HTCB 3) ACN:
601 790 774

Product:
Tuvalu
Hamilton Facade
Garage to Left

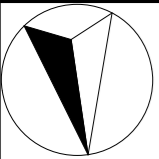
Site Address:
Lot 203
#15 Destiny Street
Affinity Estate - Stage 2
Morayfield QLD 4506
SP: 324733
LGA: Moreton Bay Regional Council

SHEET DESCRIPTION

Cover sheet

Plot Date: 27/09/2023	Drawn: J.V.	Rev: A
Scale:	Checked: M.F.	Checked Date: 25.08.23
Sheet: 01	Job No: 408652	

Date: _____
Client's Signature: _____

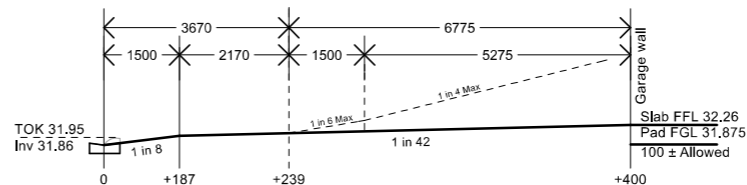


N3 Wind Category

Communications Pre-wired

Ensure roofwater is connected to the kerb and channel or inter-allotment drainage system in accordance with the NCC Vol 2, AS3500 and local Government requirements.

No ponding, concentration or redirection of stormwater may occur onto adjoining land.



Moreton Bay Regional Council Proposed driveway profile
Scale 1:150
Note: Refer to 'New Access Driveway Approval'

SITE:
**#15 DESTINY STREET
MORAYFIELD
LOT 203 ON SP324733**

LOCAL AUTH: MORETON BAY R.C.
AREA: 453m²
UBD REF: 67 M1

CONTOUR AND DETAIL SURVEY

THIS SURVEY MAPS THE SITE FEATURES AND LEVEL, IT DOES NOT GUARANTEE THE POSITION OF PEGS, ALLOTMENT BOUNDARIES OR FENCES. CHECK TITLE FOR ANY EASEMENTS.

SERVICES

O/H POWER	⊕	NO
U/G POWER	⊗	YES
WATER	⦿	YES
TELECOM	⬭	YES (NBN)
GAS	— GAS —	NOT FOUND
SEWER	— S —	NOT FOUND
ROOFWATER	— RW —	ROAD
STORMWATER	— SW —	ROAD

LEGEND

O/H LIGHT	☀
S/WATER PIT	▨
FIRE HYDRANT	□
WATER VALVE	⊠
MOUNTABLE KERB	— — — —
NON-MOUNT KERB	== == == ==
REF RL.	31.69
DATUM	AHD (VIA LOT 237) [22-768]

◆ NORTH POINT WARNING ◆
The north point shown relates to the subject survey plan. The user should ensure this is suitable for their purpose

G Developments Turn Key Package
75.1m² - Exposed aggregate concrete to driveway, path, porch and exit pad.

Note:
Approximate height and positions of retaining walls and fences shown. The heights and positions may vary from the plans due to site conditions at the builders discretion.

(SWR HC)
Approx. Position of sewer 'house connection'. Plumber to confirm on site prior to commencement of excavation

Best practice procedures for erosion & sediment control as outlined by Moreton Bay Regional Council regulations to be adhered to

Please discuss proposed retaining walls with your adjoining neighbour prior to construction to ensure that the height of the retaining wall is appropriate to suit the finish ground level on adjacent blocks

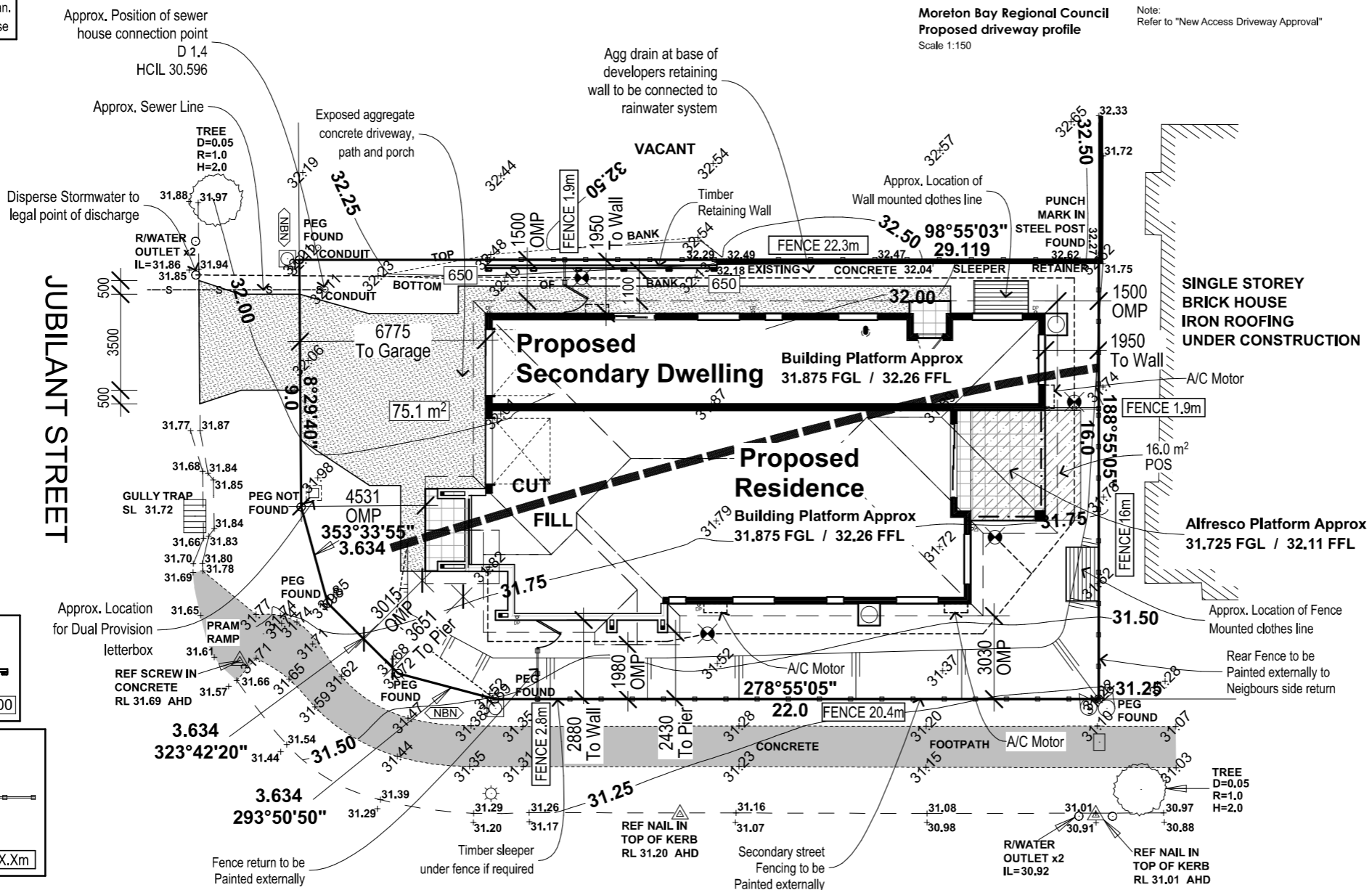
Site Coverage: 47.50%
(as per Building Act 1975)

RETAINING WALL LEGEND

Timber retaining wall
Approx. Height of retaining walls (mm) 1000

Fence Legend

1800mm High Treated Pine Good Neighbour Capped timber fence
Approx. Total length of fence = 65.3m
Approx. Length of fence FENCE XX.Xm



OVERLAND FLOW POTENTIAL:

(PER QBCC SUBSIDENCE POLICY) We have inspected the subject site during survey and consider that it is **UNLIKELY** there is any potential for concentrated stormwater overland flow. The aim is to identify features such as a drain, gully or low point. No specific **Local Council** searches have been conducted and engineering analysis may be required.

NOTE: NOT ALL BOUNDARY CORNERS ARE DEFINED IN THE FIELD. CLIENT SHOULD CONSIDER AN IDENTIFICATION SURVEY BEFORE CONSTRUCTION COMMENCES.

NOTE: SEWER AS-CONSTRUCTED PLANS WERE UNAVAILABLE AT THE TIME OF SURVEY. FOR THE EXACT POSITION OF SEWER LINES CONTACT THE LOCAL AUTHORITY.

Services shown hereon have been located where possible by field survey.

If not able to be located, services have been plotted from the records of relevant authorities where available. Prior to any excavation or construction on the site, the relevant authority should be contacted for possible location of further underground services.

Levels & Contours shown hereon are related to AHD. Prior to any construction the relevant authority should be contacted for possible minimum floor level requirements and flood information.

DESTINY STREET

Siteworks / Notes	- Subject to full covenant approval by client prior to council lodgement.
Cut Batter: 1:3 / Fill Batter: 1:3	- Subject to local government authority energy efficiency requirements.
NO HEAVY COMPACTION OVER SERVICES	- G Developments takes no responsibility for damage to existing access way, retaining walls or fences.
Engineers Wind Classification: N3 APPROVED	Location of yard gullies are indicative only and may be moved at the discretion of the builder on site to suit site conditions

SITWORKS - MAIN		SITWORKS - ALFRESCO	
Cut:-	600mm	Cut:-	N/A
Fill:-	400mm	Fill:-	150mm
Pad R.L.:-	31.875m	Alfresco Pad R.L.:-	31.725m
Main Slab R.L.:-	32.26m	Alfresco Slab R.L.:-	32.11m
Critical AHD Pad Level NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>		Critical AHD Pad Level NO <input checked="" type="checkbox"/> YES <input type="checkbox"/>	
Building platform height shown is approx. Only & may vary on site due to site conditions.		Building platform height shown is approx. Only & may vary on site due to site conditions.	

CUSTOM BUILDS
Address: P.O. BOX 600
PARADISE POINT, 4216
www.gdevelopments.com.au
ACN: 116332220
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Rev	Date	Amendments
A	15.09.2023	Pre Construction Copy

This plan is certified for compliance with the requirements of the BUILDING ACT 1975, the BUILDING REGULATION 2006, and attached approval conditions.
2023-3852
REFER DECISION NOTICE
Project BA

Client: PAIG Investor 3 (HTCB 3) ACN: 601 790 774
Product: **Tuvalu**
Hamilton Facade
Garage to Left

Site Address: Lot 203 #15 Destiny Street Affinity Estate - Stage 2 Morayfield QLD 4506 SP: 324733
LGA: Moreton Bay Regional Council

Site Plan			
Plot Date: 27/09/2023	Drawn: J.V.	Rev: A	
Scale: 1:200	Checked: M.F.	Checked Date: 25.08.23	
Sheet: 02	Job No: 408652		

N3 Wind Category

Communications Pre-wired

Note:
Provide steel wall frames and roof trusses
Provide R 0.2 thermal break to external wall frame and lightweight cladding

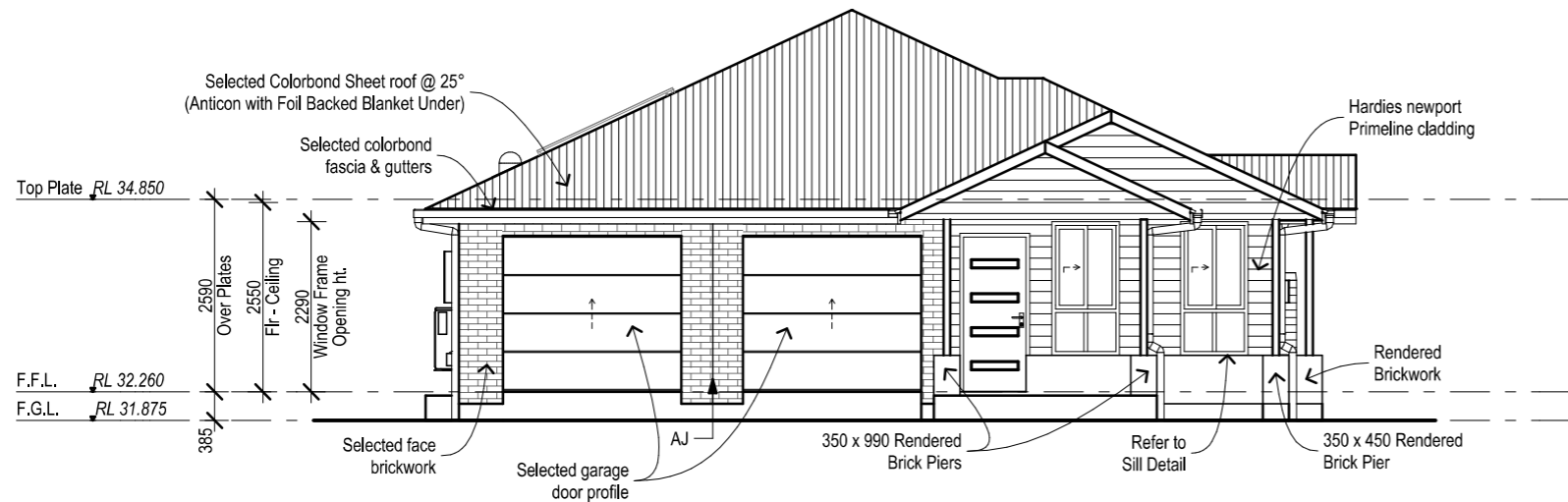
Note: Provide white off mortar.

Note:
Provide Security screens to all openable windows & sliding glass doors

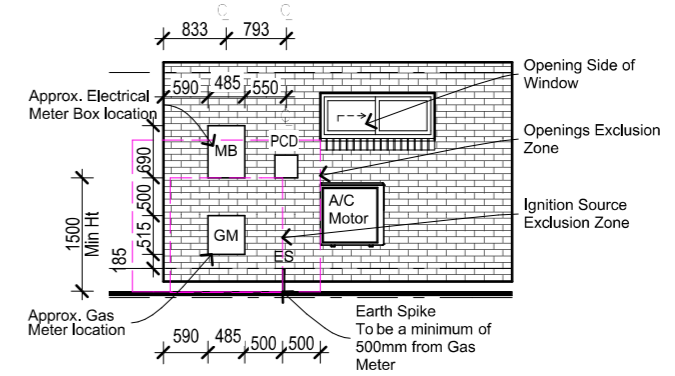
Note:
450mm Eave U.N.O.

Entry door note:
Entry door style shown is indicative only.
Refer to the contract for further details

Provide full ht. Masonry articulation as per engineers report

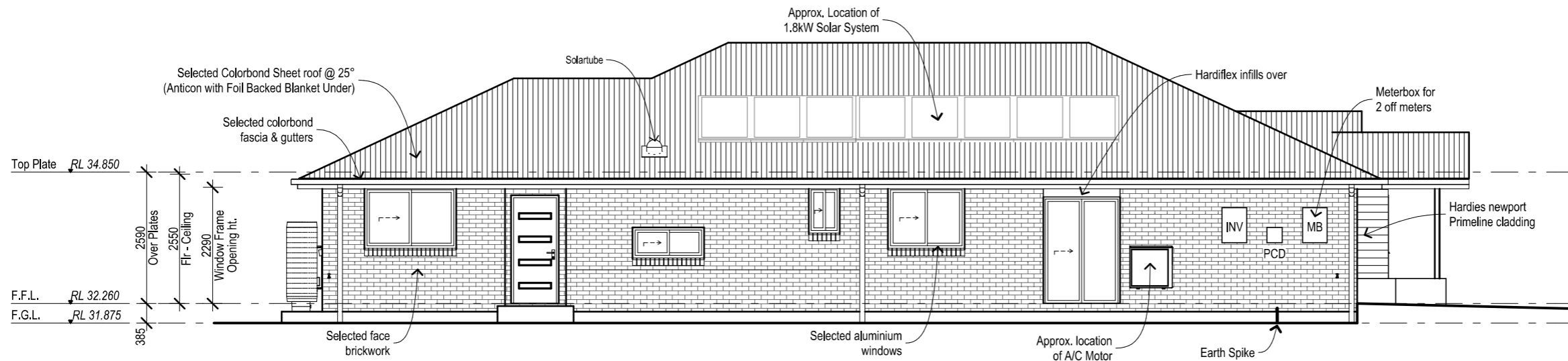


Elevation 1



TYP. SERVICES DETAIL QLD:100

Surface water drainage (including stepdowns) is to be provided in accordance with Part H2D2 of the National Construction Code Series 2022.



Elevation 2

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DIMENSIONS TO BE READ IN PREFERENCE TO SCALING

Rev	Date	Amendments
A	15.09.2023	Pre Construction Copy

Client:
PAIG Investor 3 (HTCB 3) ACN: 601 790 774
Product:
Tuvalu Hamilton Facade Garage to Left

Site Address:
Lot 203 #15 Destiny Street Affinity Estate - Stage 2 Morayfield QLD 4506 SP: 324733
LGA: Moreton Bay Regional Council

Elevations

Plot Date: 27/09/2023	Drawn: J.V.	Rev: A
Scale: 1:100	Checked: M.F.	Checked Date: 25.08.23
Sheet: 04	Job No: 408652	

Date: Client's Signature:

N3 Wind Category

Communications Pre-wired

Note:
Provide steel wall frames and roof trusses
Provide R 0.2 thermal break to external wall
frame and lightweight cladding

Note: Provide white off mortar.

Note:
Provide Security screens to all openable windows
& sliding glass doors

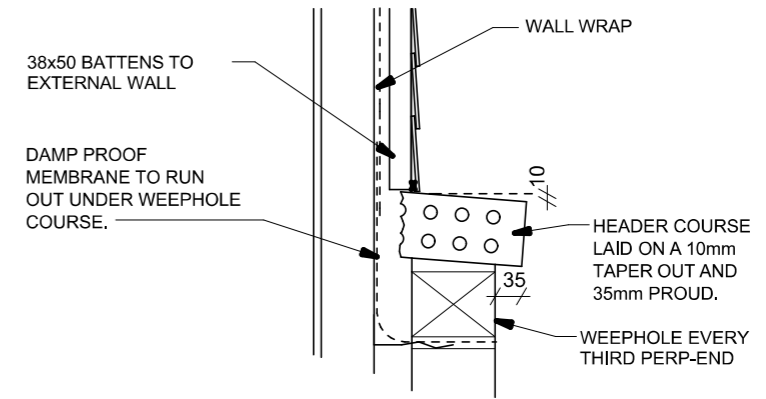
Note:
450mm Eave U.N.O.

Entry door note:
Entry door style shown is indicative only.
Refer to the contract for further details

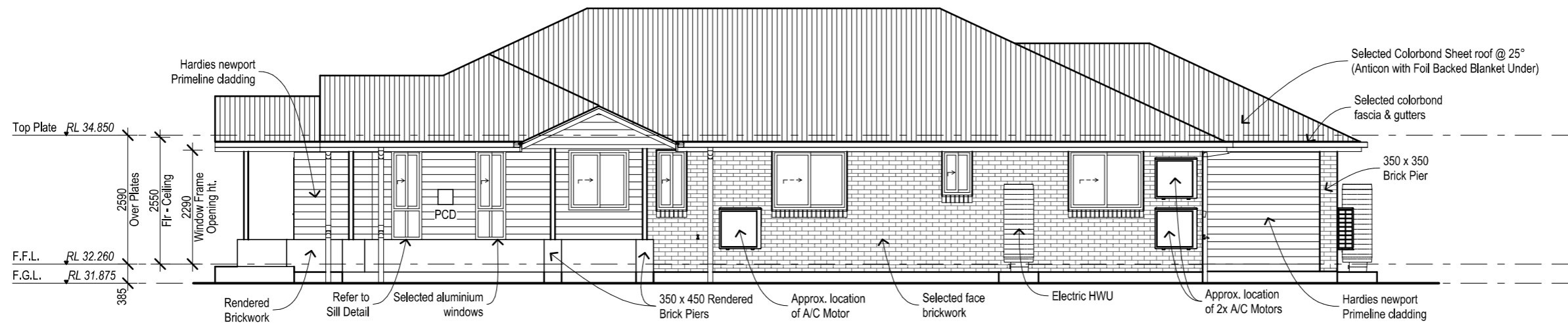
Provide full ht. Masonry articulation as per
engineers report



Elevation 3



TYPICAL SILL DETAIL
SCALE 1:10



Elevation 4

APPROVED
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REGULATION 2006, and attached approval conditions.
2023-3852
REFER DECISION NOTICE
Project BA

CUSTOM BUILDS™
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PARADISE POINT, 4216
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ACN: 116332220
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QBSA: 1086689
"Building a Shared Vision"

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DIMENSIONS TO BE READ IN PREFERENCE TO SCALING

Rev	Date	Amendments	By
A	15.09.2023	Pre Construction Copy	JV

Client:
**PAIG Investor 3 (HTCB 3) ACN:
601 790 774**
Product:
**Tuvalu
Hamilton Facade
Garage to Left**

Site Address:
**Lot 203
#15 Destiny Street
Affinity Estate - Stage 2
Morayfield QLD 4506
SP: 324733
LGA: Moreton Bay Regional Council**

Elevations			
Plot Date: 27/09/2023	Drawn: J.V.	Rev: A	
Scale: 1:100	Checked: M.F.	Checked Date: 25.08.23	
Sheet: 05	Job No: 408652		

Date: _____ Client's Signature: _____

QLD INTERNAL SCHEME



COASTAL

- | | |
|--|--|
| 1. REGINA WHITE MATT
450X450 Floor Tile | 7. WHITE GLOSS
250X400 Wall Tile |
| 2. WINTER WHITE
Stone bench top | 8. CAMPASPE – STORM GREY
Carpet |
| 3. CARRARA
Laminate benchtop | 9. LEXICON QUARTER
Paint – Walls, Skirting & Archs |
| 5. CLASSIC WHITE MATT
Cabinetry | |
| 4. NATURAL OAK MATT
Cabinetry | |
| 6. WHOOSH WHITE GLOSS
75X300 Splashback Tile | |

Job No:.....
 Address:.....
 Client Initial:...../..... Date:

All Products are as applicable as per the contract and specifications Please refer to the attached "Interior Colour Selection Option Images". All colours shown on the "Interior Colour Selection Options Images" are indicative only and not an actual representation. Miscellaneous items not specified will be selected at the builder's discretion. G Developments reserve the right to reselect colours and products without notification to the closest possible match, as determined by G Developments if required. Colours and products selected outside the standard builders range will incur additional costs. The below items are if applicable as included in the Contract and contract specifications.

No Changes to colours and specifications will be allowed after contract signing. No structural variations will be allowed after contract signing.

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The below items are if applicable as included in the Contract and contract specifications.

KITCHEN, LAUNDRY, BATHROOM & ENSUITE CABINERY (if applicable as specified in contract)				
LOCATION	PRODUCT	COLOUR	FINISH	PROFILE
BENCHTOP - BATHROOM	Polytec Laminate	CARRARA	Matt	Radius
BENCHTOP - KITCHEN	YDL Smart stone	WINTER WHITE	20mm Edge	Pencil Edge
BENCHTOP - Study Nook	Polytec Laminate	CLASSIC WHITE	Matt	Radius
BENCHTOP - Laundry (if applicable - upgrade)	Polytec Laminate	CARRARA	Matt	Radius
CABINERY - Kitchen - Lower (incl. door, drawers, gables & kickboard, pantry cabinetry) (NOTE: Incl Laundry - if Applicable - upgrade)	Polytec Melamine	CLASSIC WHITE	Matt	PVC Edge
CABINERY - Kitchen - Overheads (NOTE: excludes pantry if pantry cabinetry is noted on plans) (NOTE: Incl Laundry - if Applicable - upgrade)	Polytec Melamine	NATURAL OAK	Matt	PVC Edge
CABINERY - Kitchen - Front Gable	Polytec Melamine	NATURAL OAK	Matt	PVC Edge
CABINERY - Bathroom & Ensuite (incl. door, drawers, gables & kickboard)	Polytec Melamine	NATURAL OAK	Matt	PVC Edge
GLASS SPLASH - Upgrade (if specified in contract or VO)	Standard Glass	Dulux "LEXICON QUARTER"	N/A	N/A
HANDLES (Horizontal) Handleless to overheads only	Barchie [160.11.160]	N/A	Brushed Nickel	N/A

WARDROBES

Frame: WHITE	Vinyl Insert: WHITE
--------------	---------------------

DOOR FURNITURE

Entry set & Interior Passage Sets: SATIN CHROME	Garage & Laundry Doors: BRUSHED STAINLESS STEEL
---	---

SHOWER SCREENS

Frame: SATIN CHROME	Glass: CLEAR GLASS	Obscure Glass
---------------------	--------------------	---------------

WET AREA WINDOW GLAZING
INTERIOR PAINT COLOURS

Walls	Dulux "LEXICON QUARTER"
Woodwork (Door, Skirting, Architraves)	Dulux "LEXICON QUARTER" gloss finish
Ceiling & Cornice	Ceiling White
Stairwell Balustrade & Handrail (if applicable)	Dulux "LEXICON QUARTER" gloss finish



TILES – National Tiles				
LOCATION	COLOUR	SIZE	CODE	DETAILS
Main Floor Area (Included with turn key package only)	REGINA WHITE MATT	450X450	NT17-1020FL	Straight Laid throughout main living area as details on floor plan
Bathroom, Ensuite, W.C & Laundry Floor	REGINA WHITE MATT	450X450	NT17-1020FL	Straight Laid to Bathroom, Ensuite & WC floors including shower floors
Bathroom & Ensuite Walls, skirt and splash and Laundry & W.C skirt	WHITE GLOSS	250X400	MAXWL2711	<ul style="list-style-type: none"> • 1 tile high skirt laid HORIZONTALLY around Bathroom & Ensuite • Shower walls laid HORIZONTALLY to 2m high • Bath hob & face/ Bath surround to 400mm high laid HORIZONTALLY
Kitchen & Laundry Splash	WHOOSH WHITE GLOSS	75X300	NT18-4080WL	<ul style="list-style-type: none"> • Entire kitchen splash including return walls to height of overhead cupboards – Laid brick bond (Subway style) • Laundry Tiled to height of 4 tiles or height of overhead cupboards if applicable
External Tile (Match as close to Internal selection)	ATLAS ICE MATT	450X450	NT19-5992FL	Straight Laid

GROUT - Mapei			
LOCATION	COLOUR	CODE	DETAILS
Floors – Internal and External	MEDIUM GREY	MAPUG114	Mapei FF 112
Walls	WHITE	MAPUG132	Mapei SF 100 – Walls Only

WINDOW COVERINGS (if applicable as specified in contract or included in turn-key specifications)

BLINDS: "ICE" (or equivalent Colour dependent on supplier)

CARPET (if applicable as specified in contract or included in turn-key specifications)

FLOORING XTRA: COMPASPE RANGE – "STORM GREY "

LAMINATE (if applicable as specified in contract or included in turn-key specifications)

FLOORING XTRA: VISTA RANGE – "LIGHT TAUPE "

ADDITIONAL COLOUR NOTES – IF REQUIRED

NOTE: If a product or Colour is discontinued or unavailable when required, a suitable replacement will be selected by G Developments at their discretion

Job No: Address: Client Initial/..... Date:



DARTMOUTH

- | | |
|--|------------------------------------|
| 1. ROOF
Monument – Colorbond
Barramundi – Concrete tile | 8. DRIVEWAY
Midnight |
| 2. GUTTER & FASCIA
Night Sky | 9. MODWOOD
Jarrah Smooth |
| 3. BRICKS
Perisher | |
| 4. RENDER
Dulux Mt Aspiring | |
| 5. CLADDING
Dulux Snowy Mountains Quarter | |
| 6. FEATURE PAINT & ENTRY DOOR
Dulux Domino | |
| 7. GARAGE DOOR & WINDOWS
Night Sky / Black | |

Job No:.....
 Address:.....
 Client Initial:...../..... Date:

DARTMOUTH EXAMPLE IMAGE



All Products are as applicable as per the contract and specifications Please refer to the attached "Exterior Colour Selection Option Images". All colours shown on the "Exterior Colour Selection Options Images" are indicative only and not an actual representation. Miscellaneous items not specified will be selected at the builder's discretion. G Developments reserve the right to reselect colours and products without notification to the closest possible match, as determined by G Developments if required. Colours and products selected outside the standard builder's range will incur additional costs. The below items are if applicable as included in the Contract and contract specifications. No Changes to colours and specifications will be allowed after contract signing. No structural variations will be allowed after contract signing.

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The below items are "if applicable" as included in the Contract and contract specifications.

BRICKS (N/A if rendered Hebel)

PGH LIFESTYLE RANGE NAME "PERISHER"

BRICK JOINTS AND MORTAR

(unless noted as "Off White" mortar in contract or variation)

Raked with Natural Mortar (NOTE: Flush joints to any rendered area as noted on plans)

WINDOW FRAMES

Powder Coat – "BLACK"

FLY SCREENS / SECURITY SCREENS

Powder coat - "BLACK" with black security grill

ROOF TILE

 Monier – Elabana Range "BARRAMUNDI"
 (or equivalent if alternate supplier is required)

ROOF COLORBOND

Colourbond – "MONUMENT"

GUTTER

 Colourbond – "NIGHT SKY"
 PROFILE: "Quad" Gutter Profile

FASCIA

Colourbond – "NIGHT SKY"

GARAGE DOOR

 COLOUR: Colorbond – "NIGHT SKY"
 (NOTE: Unless Timber Look Upgrade noted in contract "CAOBA")

PROFILE: "Slimline" Woodgrain Profile

PORTICO INFILL (if applicable as shown on plans)

Modwood "JARRAH SMOOTH"

EXTERNAL BALCONY BALUSTRADE AND HANDRIAL

Round Aluminium Powder coat Handrail and vertical Balustrade – Colorbond "NIGHT SKY" Powder coat

EXTERIOR PAINT COLOUR
Render

Dulux "MT ASPIRING"

Weatherboard Cladding

Dulux "SNOWY MOUNTAIN QUARTER"

Feature Colour [If required for the design - location refer to paint allocation]

Dulux "DOMINO"

Front door

Dulux "DOMINO"

Gable

Dulux "SNOWY MOUNTAIN QUARTER"

Gable Timber Trims

Dulux "DOMINO"

External Timber Posts

Dulux "DOMINO"

Other hinged external doors

Dulux "MY ASPIRING"

Eaves & Window Infill

Dulux "MT ASPIRING"

Garage Door Infills/ Frame

Dulux "MT ASPIRING"

PVC Downpipes

Match external walls

Fencing – Timber / Colorbond (if required by covenant)

Dulux "MONUMENT" / COLORBOND – "MONUMENT"

DRIVEWAY, PORCH, PATIO & PATHWAYS

Exposed Aggregate – "MIDNIGHT"

EXTERNAL TILE

REFER TO INTERNAL SCHEME SELECTION

LETTER BOX

Metal letterbox from builders' standard range – "WHITE"

CLOTHESLINE

"IRON GREY" (colour tone will be dependent on supplier)



RAINWATER TANK

"MONUMENT" (colour tone will be dependent on supplier)

ADDITIONAL COLOUR NOTES – IF REQUIRED

NOTE: If products or colours are discontinued or unavailable when required, a suitable replacement will be selected by G Developments at their discretion

Job No: Address: Client Initial/..... Date:

Foundation Maintenance and Footing Performance: A Homeowner's Guide



CSIRO

BTF 18
replaces
Information
Sheet 10/91

Buildings can and often do move. This movement can be up, down, lateral or rotational. The fundamental cause of movement in buildings can usually be related to one or more problems in the foundation soil. It is important for the homeowner to identify the soil type in order to ascertain the measures that should be put in place in order to ensure that problems in the foundation soil can be prevented, thus protecting against building movement.

This Building Technology File is designed to identify causes of soil-related building movement, and to suggest methods of prevention of resultant cracking in buildings.

Soil Types

The types of soils usually present under the topsoil in land zoned for residential buildings can be split into two approximate groups – granular and clay. Quite often, foundation soil is a mixture of both types. The general problems associated with soils having granular content are usually caused by erosion. Clay soils are subject to saturation and swell/shrink problems.

Classifications for a given area can generally be obtained by application to the local authority, but these are sometimes unreliable and if there is doubt, a geotechnical report should be commissioned. As most buildings suffering movement problems are founded on clay soils, there is an emphasis on classification of soils according to the amount of swell and shrinkage they experience with variations of water content. The table below is Table 2.1 from AS 2870, the Residential Slab and Footing Code.

Causes of Movement

Settlement due to construction

There are two types of settlement that occur as a result of construction:

- Immediate settlement occurs when a building is first placed on its foundation soil, as a result of compaction of the soil under the weight of the structure. The cohesive quality of clay soil mitigates against this, but granular (particularly sandy) soil is susceptible.
- Consolidation settlement is a feature of clay soil and may take place because of the expulsion of moisture from the soil or because of the soil's lack of resistance to local compressive or shear stresses. This will usually take place during the first few months after construction, but has been known to take many years in exceptional cases.

These problems are the province of the builder and should be taken into consideration as part of the preparation of the site for construction. Building Technology File 19 (BTF 19) deals with these problems.

Erosion

All soils are prone to erosion, but sandy soil is particularly susceptible to being washed away. Even clay with a sand component of say 10% or more can suffer from erosion.

Saturation

This is particularly a problem in clay soils. Saturation creates a bog-like suspension of the soil that causes it to lose virtually all of its bearing capacity. To a lesser degree, sand is affected by saturation because saturated sand may undergo a reduction in volume – particularly imported sand fill for bedding and blinding layers. However, this usually occurs as immediate settlement and should normally be the province of the builder.

Seasonal swelling and shrinkage of soil

All clays react to the presence of water by slowly absorbing it, making the soil increase in volume (see table below). The degree of increase varies considerably between different clays, as does the degree of decrease during the subsequent drying out caused by fair weather periods. Because of the low absorption and expulsion rate, this phenomenon will not usually be noticeable unless there are prolonged rainy or dry periods, usually of weeks or months, depending on the land and soil characteristics.

The swelling of soil creates an upward force on the footings of the building, and shrinkage creates subsidence that takes away the support needed by the footing to retain equilibrium.

Shear failure

This phenomenon occurs when the foundation soil does not have sufficient strength to support the weight of the footing. There are two major post-construction causes:

- Significant load increase.
- Reduction of lateral support of the soil under the footing due to erosion or excavation.
- In clay soil, shear failure can be caused by saturation of the soil adjacent to or under the footing.

GENERAL DEFINITIONS OF SITE CLASSES

Class	Foundation
A	Most sand and rock sites with little or no ground movement from moisture changes
S	Slightly reactive clay sites with only slight ground movement from moisture changes
M	Moderately reactive clay or silt sites, which can experience moderate ground movement from moisture changes
H	Highly reactive clay sites, which can experience high ground movement from moisture changes
E	Extremely reactive sites, which can experience extreme ground movement from moisture changes
A to P	Filled sites
P	Sites which include soft soils, such as soft clay or silt or loose sands; landslip; mine subsidence; collapsing soils; soils subject to erosion; reactive sites subject to abnormal moisture conditions or sites which cannot be classified otherwise

Tree root growth

Trees and shrubs that are allowed to grow in the vicinity of footings can cause foundation soil movement in two ways:

- Roots that grow under footings may increase in cross-sectional size, exerting upward pressure on footings.
- Roots in the vicinity of footings will absorb much of the moisture in the foundation soil, causing shrinkage or subsidence.

Unevenness of Movement

The types of ground movement described above usually occur unevenly throughout the building's foundation soil. Settlement due to construction tends to be uneven because of:

- Differing compaction of foundation soil prior to construction.
- Differing moisture content of foundation soil prior to construction.

Movement due to non-construction causes is usually more uneven still. Erosion can undermine a footing that traverses the flow or can create the conditions for shear failure by eroding soil adjacent to a footing that runs in the same direction as the flow.

Saturation of clay foundation soil may occur where subfloor walls create a dam that makes water pond. It can also occur wherever there is a source of water near footings in clay soil. This leads to a severe reduction in the strength of the soil which may create local shear failure.

Seasonal swelling and shrinkage of clay soil affects the perimeter of the building first, then gradually spreads to the interior. The swelling process will usually begin at the uphill extreme of the building, or on the weather side where the land is flat. Swelling gradually reaches the interior soil as absorption continues. Shrinkage usually begins where the sun's heat is greatest.

Effects of Uneven Soil Movement on Structures

Erosion and saturation

Erosion removes the support from under footings, tending to create subsidence of the part of the structure under which it occurs. Brickwork walls will resist the stress created by this removal of support by bridging the gap or cantilevering until the bricks or the mortar bedding fail. Older masonry has little resistance. Evidence of failure varies according to circumstances and symptoms may include:

- Step cracking in the mortar beds in the body of the wall or above/below openings such as doors or windows.
- Vertical cracking in the bricks (usually but not necessarily in line with the vertical beds or perpend).

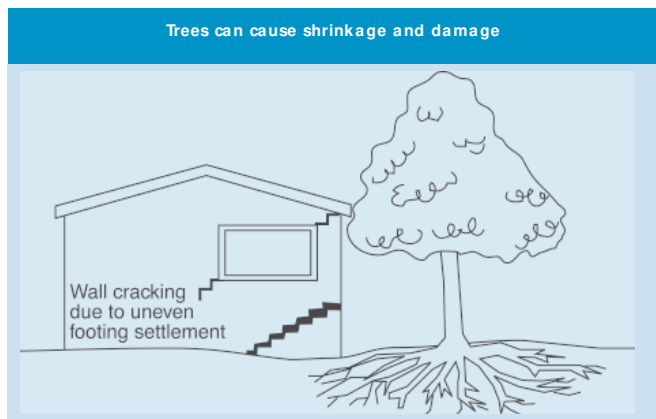
Isolated piers affected by erosion or saturation of foundations will eventually lose contact with the bearers they support and may tilt or fall over. The floors that have lost this support will become bouncy, sometimes rattling ornaments etc.

Seasonal swelling/shrinkage in clay

Swelling foundation soil due to rainy periods first lifts the most exposed extremities of the footing system, then the remainder of the perimeter footings while gradually permeating inside the building footprint to lift internal footings. This swelling first tends to create a dish effect, because the external footings are pushed higher than the internal ones.

The first noticeable symptom may be that the floor appears slightly dished. This is often accompanied by some doors binding on the floor or the door head, together with some cracking of cornice mitres. In buildings with timber flooring supported by bearers and joists, the floor can be bouncy. Externally there may be visible dishing of the hip or ridge lines.

As the moisture absorption process completes its journey to the innermost areas of the building, the internal footings will rise. If the spread of moisture is roughly even, it may be that the symptoms will temporarily disappear, but it is more likely that swelling will be uneven, creating a difference rather than a disappearance in symptoms. In buildings with timber flooring supported by bearers and joists, the isolated piers will rise more easily than the strip footings or piers under walls, creating noticeable doming of flooring.



As the weather pattern changes and the soil begins to dry out, the external footings will be first affected, beginning with the locations where the sun's effect is strongest. This has the effect of lowering the external footings. The doming is accentuated and cracking reduces or disappears where it occurred because of dishing, but other cracks open up. The roof lines may become convex.

Doming and dishing are also affected by weather in other ways. In areas where warm, wet summers and cooler dry winters prevail, water migration tends to be toward the interior and doming will be accentuated, whereas where summers are dry and winters are cold and wet, migration tends to be toward the exterior and the underlying propensity is toward dishing.

Movement caused by tree roots

In general, growing roots will exert an upward pressure on footings, whereas soil subject to drying because of tree or shrub roots will tend to remove support from under footings by inducing shrinkage.

Complications caused by the structure itself

Most forces that the soil causes to be exerted on structures are vertical – i.e. either up or down. However, because these forces are seldom spread evenly around the footings, and because the building resists uneven movement because of its rigidity, forces are exerted from one part of the building to another. The net result of all these forces is usually rotational. This resultant force often complicates the diagnosis because the visible symptoms do not simply reflect the original cause. A common symptom is binding of doors on the vertical member of the frame.

Effects on full masonry structures

Brickwork will resist cracking where it can. It will attempt to span areas that lose support because of subsided foundations or raised points. It is therefore usual to see cracking at weak points, such as openings for windows or doors.

In the event of construction settlement, cracking will usually remain unchanged after the process of settlement has ceased.

With local shear or erosion, cracking will usually continue to develop until the original cause has been remedied, or until the subsidence has completely neutralised the affected portion of footing and the structure has stabilised on other footings that remain effective.

In the case of swell/shrink effects, the brickwork will in some cases return to its original position after completion of a cycle, however it is more likely that the rotational effect will not be exactly reversed, and it is also usual that brickwork will settle in its new position and will resist the forces trying to return it to its original position. This means that in a case where swelling takes place after construction and cracking occurs, the cracking is likely to at least partly remain after the shrink segment of the cycle is complete. Thus, each time the cycle is repeated, the likelihood is that the cracking will become wider until the sections of brickwork become virtually independent.

With repeated cycles, once the cracking is established, if there is no other complication, it is normal for the incidence of cracking to stabilise, as the building has the articulation it needs to cope with the problem. This is by no means always the case, however, and monitoring of cracks in walls and floors should always be treated seriously.

Upheaval caused by growth of tree roots under footings is not a simple vertical shear stress. There is a tendency for the root to also exert lateral forces that attempt to separate sections of brickwork after initial cracking has occurred.

The normal structural arrangement is that the inner leaf of brickwork in the external walls and at least some of the internal walls (depending on the roof type) comprise the load-bearing structure on which any upper floors, ceilings and the roof are supported. In these cases, it is internally visible cracking that should be the main focus of attention, however there are a few examples of dwellings whose external leaf of masonry plays some supporting role, so this should be checked if there is any doubt. In any case, externally visible cracking is important as a guide to stresses on the structure generally, and it should also be remembered that the external walls must be capable of supporting themselves.

Effects on framed structures

Timber or steel framed buildings are less likely to exhibit cracking due to swell/shrink than masonry buildings because of their flexibility. Also, the doming/dishing effects tend to be lower because of the lighter weight of walls. The main risks to framed buildings are encountered because of the isolated pier footings used under walls. Where erosion or saturation cause a footing to fall away, this can double the span which a wall must bridge. This additional stress can create cracking in wall linings, particularly where there is a weak point in the structure caused by a door or window opening. It is, however, unlikely that framed structures will be so stressed as to suffer serious damage without first exhibiting some or all of the above symptoms for a considerable period. The same warning period should apply in the case of upheaval. It should be noted, however, that where framed buildings are supported by strip footings there is only one leaf of brickwork and therefore the externally visible walls are the supporting structure for the building. In this case, the subfloor masonry walls can be expected to behave as full brickwork walls.

Effects on brick veneer structures

Because the load-bearing structure of a brick veneer building is the frame that makes up the interior leaf of the external walls plus perhaps the internal walls, depending on the type of roof, the building can be expected to behave as a framed structure, except that the external masonry will behave in a similar way to the external leaf of a full masonry structure.

Water Service and Drainage

Where a water service pipe, a sewer or stormwater drainage pipe is in the vicinity of a building, a water leak can cause erosion, swelling or saturation of susceptible soil. Even a minuscule leak can be enough to saturate a clay foundation. A leaking tap near a building can have the same effect. In addition, trenches containing pipes can become watercourses even though backfilled, particularly where broken rubble is used as fill. Water that runs along these trenches can be responsible for serious erosion, interstrata seepage into subfloor areas and saturation.

Pipe leakage and trench water flows also encourage tree and shrub roots to the source of water, complicating and exacerbating the problem.

Poor roof plumbing can result in large volumes of rainwater being concentrated in a small area of soil:

- Incorrect falls in roof guttering may result in overflows, as may gutters blocked with leaves etc.

- Corroded guttering or downpipes can spill water to ground.
- Downpipes not positively connected to a proper stormwater collection system will direct a concentration of water to soil that is directly adjacent to footings, sometimes causing large-scale problems such as erosion, saturation and migration of water under the building.

Seriousness of Cracking

In general, most cracking found in masonry walls is a cosmetic nuisance only and can be kept in repair or even ignored. The table below is a reproduction of Table C1 of AS 2870.

AS 2870 also publishes figures relating to cracking in concrete floors, however because wall cracking will usually reach the critical point significantly earlier than cracking in slabs, this table is not reproduced here.

Prevention/ Cure

Plumbing

Where building movement is caused by water service, roof plumbing, sewer or stormwater failure, the remedy is to repair the problem. It is prudent, however, to consider also rerouting pipes away from the building where possible, and relocating taps to positions where any leakage will not direct water to the building vicinity. Even where gully traps are present, there is sometimes sufficient spill to create erosion or saturation, particularly in modern installations using smaller diameter PVC fixtures. Indeed, some gully traps are not situated directly under the taps that are installed to charge them, with the result that water from the tap may enter the backfilled trench that houses the sewer piping. If the trench has been poorly backfilled, the water will either pond or flow along the bottom of the trench. As these trenches usually run alongside the footings and can be at a similar depth, it is not hard to see how any water that is thus directed into a trench can easily affect the foundation's ability to support footings or even gain entry to the subfloor area.

Ground drainage

In all soils there is the capacity for water to travel on the surface and below it. Surface water flows can be established by inspection during and after heavy or prolonged rain. If necessary, a grated drain system connected to the stormwater collection system is usually an easy solution.

It is, however, sometimes necessary when attempting to prevent water migration that testing be carried out to establish watertable height and subsoil water flows. This subject is referred to in BTF 19 and may properly be regarded as an area for an expert consultant.

Protection of the building perimeter

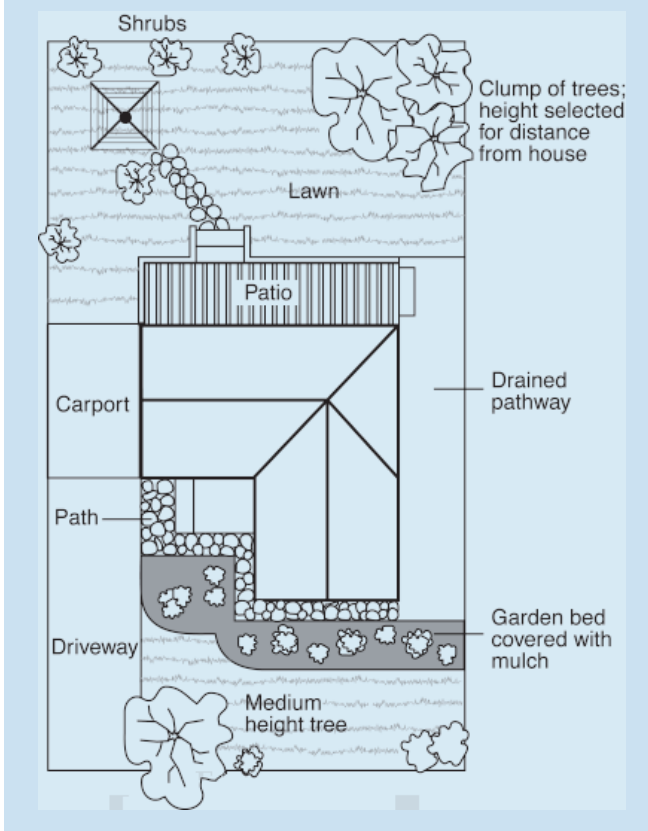
It is essential to remember that the soil that affects footings extends well beyond the actual building line. Watering of garden plants, shrubs and trees causes some of the most serious water problems.

For this reason, particularly where problems exist or are likely to occur, it is recommended that an apron of paving be installed around as much of the building perimeter as necessary. This paving

CLASSIFICATION OF DAMAGE WITH REFERENCE TO WALLS

Description of typical damage and required repair	Approximate crack width limit (see Note 3)	Damage category
Hairline cracks	<0.1 mm	0
Fine cracks which do not need repair	<1 mm	1
Cracks noticeable but easily filled. Doors and windows stick slightly	<5 mm	2
Cracks can be repaired and possibly a small amount of wall will need to be replaced. Doors and windows stick. Service pipes can fracture. Weathertightness often impaired	5–15 mm (or a number of cracks 3 mm or more in one group)	3
Extensive repair work involving breaking-out and replacing sections of walls, especially over doors and windows. Window and door frames distort. Walls lean or bulge noticeably, some loss of bearing in beams. Service pipes disrupted	15–25 mm but also depend on number of cracks	4

Gardens for a reactive site



- Water that is transmitted into masonry, metal or timber building elements causes damage and/or decay to those elements.
- High subfloor humidity and moisture content create an ideal environment for various pests, including termites and spiders.
- Where high moisture levels are transmitted to the flooring and walls, an increase in the dust mite count can ensue within the living areas. Dust mites, as well as dampness in general, can be a health hazard to inhabitants, particularly those who are abnormally susceptible to respiratory ailments.

The garden

The ideal vegetation layout is to have lawn or plants that require only light watering immediately adjacent to the drainage or paving edge, then more demanding plants, shrubs and trees spread out in that order.

Overwatering due to misuse of automatic watering systems is a common cause of saturation and water migration under footings. If it is necessary to use these systems, it is important to remove garden beds to a completely safe distance from buildings.

Existing trees

Where a tree is causing a problem of soil drying or there is the existence or threat of upheaval of footings, if the offending roots are subsidiary and their removal will not significantly damage the tree, they should be severed and a concrete or metal barrier placed vertically in the soil to prevent future root growth in the direction of the building. If it is not possible to remove the relevant roots without damage to the tree, an application to remove the tree should be made to the local authority. A prudent plan is to transplant likely offenders before they become a problem.

Information on trees, plants and shrubs

State departments overseeing agriculture can give information regarding root patterns, volume of water needed and safe distance from buildings of most species. Botanic gardens are also sources of information. For information on plant roots and drains, see Building Technology File 17.

Excavation

Excavation around footings must be properly engineered. Soil supporting footings can only be safely excavated at an angle that allows the soil under the footing to remain stable. This angle is called the angle of repose (or friction) and varies significantly between soil types and conditions. Removal of soil within the angle of repose will cause subsidence.

Remediation

Where erosion has occurred that has washed away soil adjacent to footings, soil of the same classification should be introduced and compacted to the same density. Where footings have been undermined, augmentation or other specialist work may be required. Remediation of footings and foundations is generally the realm of a specialist consultant.

Where isolated footings rise and fall because of swell/shrink effect, the homeowner may be tempted to alleviate floor bounce by filling the gap that has appeared between the bearer and the pier with blocking. The danger here is that when the next swell segment of the cycle occurs, the extra blocking will push the floor up into an accentuated dome and may also cause local shear failure in the soil. If it is necessary to use blocking, it should be by a pair of fine wedges and monitoring should be carried out fortnightly.

This BTF was prepared by John Lewer FAIB, MIAMA, Partner, Construction Diagnosis.

should extend outwards a minimum of 900 mm (more in highly reactive soil) and should have a minimum fall away from the building of 1:60. The finished paving should be no less than 100 mm below brick vent bases.

It is prudent to relocate drainage pipes away from this paving, if possible, to avoid complications from future leakage. If this is not practical, earthenware pipes should be replaced by PVC and backfilling should be of the same soil type as the surrounding soil and compacted to the same density.

Except in areas where freezing of water is an issue, it is wise to remove taps in the building area and relocate them well away from the building – preferably not uphill from it (see BTF 19).

It may be desirable to install a grated drain at the outside edge of the paving on the uphill side of the building. If subsoil drainage is needed this can be installed under the surface drain.

Condensation

In buildings with a subfloor void such as where bearers and joists support flooring, insufficient ventilation creates ideal conditions for condensation, particularly where there is little clearance between the floor and the ground. Condensation adds to the moisture already present in the subfloor and significantly slows the process of drying out. Installation of an adequate subfloor ventilation system, either natural or mechanical, is desirable.

Warning: Although this Building Technology File deals with cracking in buildings, it should be said that subfloor moisture can result in the development of other problems, notably:

The information in this and other issues in the series was derived from various sources and was believed to be correct when published.

The information is advisory. It is provided in good faith and not claimed to be an exhaustive treatment of the relevant subject.

Further professional advice needs to be obtained before taking any action based on the information provided.

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***Congratulations on the purchase of your new home!
We have noted a few tips and recommendations that will help prolong the
structure of your home.***

Kitchen:

The most vulnerable part of your kitchen is the joins. Take care using excess water in these areas. Do not place hot pans, kettles etc. over joins as this will cause them to split. If due care is not taken warranty claims can be rejected.

The other area of care required is your cupboard doors. Please refrain from placing heavy weight on top of doors as this will cause them to drop and need adjusting.

Water tank filter:

If you have a water tank installed with your new home, part of home owner maintenance is that you are required to clean the filter on top of your tank every 6 months to ensure gumnuts, dirt and grime, leaves, etc. cannot block the water intake. In your handover pack on completion of your home there will be warranty information and further information regarding the components and maintenance of your water tank.

Surface water grates:

Surface water grates are installed generally on the cut / excavated side of your home and are also marked on your construction site plan; these are placed to a height to allow water to escape.

The purpose is to channel surface water away from the house through stormwater pipes to prevent water ponding near the house. Ponding can down occur in numerous ways for example animals digging holes.

The home owner should also regularly check that these grates are free from grass cuttings etc. These drains can be lowered but the owner should have a licensed plumber to do this work and any fill that had been removed needs to be replaced to maintain correct fall to the grates.

Maintenance of the dwelling foundations:

Structural damage can result from movement in clay soils caused by varying moisture conditions around the perimeter of homes.

Most homes are situated on what are termed reactive clay soils. These soils are subject to expansion and contraction depending on seasonal weather, severe and unusual storms, and site conditions. Sandy sites and rocky terrain are usually not prone to this expansion and contraction.

Engineers are required to design footing and slabs to meet the performance criteria of **Australian Standards – AS2870 – 2011** residential slabs and footings. Footings correctly designed are intended to accommodate the expected and movements caused by seasonal volume of change in the soil (swelling when wet and shrinking when dry) under normal conditions. The performance of footings and foundations under this standard requires normal conditions to be maintained around the house.

This guideline identifies abnormal conditions that should be avoided / or corrected.

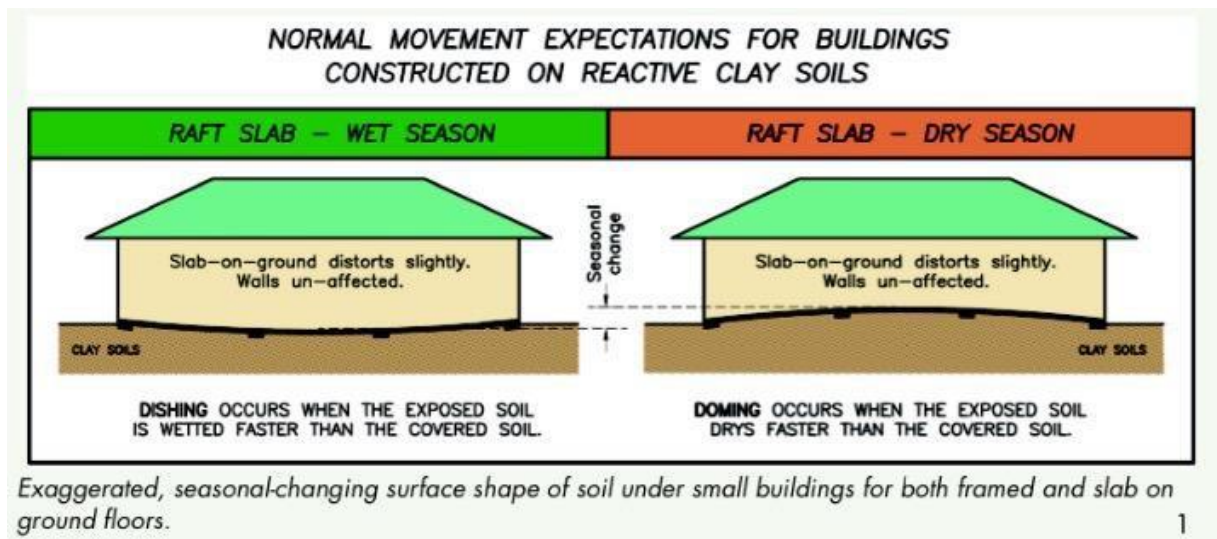
Owner Initials:



Dry seasons cause soils to dry out rapidly while wet seasons cause soils to become wet quickly. This results in sudden extreme volume changes and movement in soils.

Abnormal conditions (other than seasonal changes) may include the effect of trees, poor surface drainage and or leaking plumbing. These types of abnormal conditions may lead to movement and damage from minor to extreme.

Exaggerated seasonal – changing surface shape of soil under small buildings for both framed and slab on ground.



The amount of movement that may occur depends on the site classification, which is defined under the **Australian Standards AS2870-2011**. The expected movements under normal site conditions and season influences are;

Site classification	Expected range of movement A 0
S	0 to 20mm
M	20 to 40mm
H	40 to 70mm
E	> 70mm

*Note: Movement on E class sites have been known to move up to and in excess of 100 to 150mm in SE QLD

Owner Initials:



Gardens:

A sound plan for a reactive clay site is to provide a consistent moisture regime around the building by installing paths and patios against the house. Locate lawns up against the paths and patios. Gardens beds, the most heavily watered parts of a garden, should be kept well away from the house. Take care not to trap water against the building if using garden edging.

Care should be taken if placing fill against the house when maintaining the fall away at 1:50. Always ensure weep holes are not covered and that the termite detection zone is not covered. A 1:20 for hard coverers and 1:50 for soft covers should always be maintained.

When topping your lawns up ensure that when filling up against the wall it is graded away at a rate of 1:50. Remember do not cover weep holes or the termite detection zone.

The erection of a new dwelling also indirectly brings with it changes in the moisture content to the site. Whilst it is normal to water gardens and lawns, excessive or over watering should always be avoided. Consistent and adequate watering should always be observed.

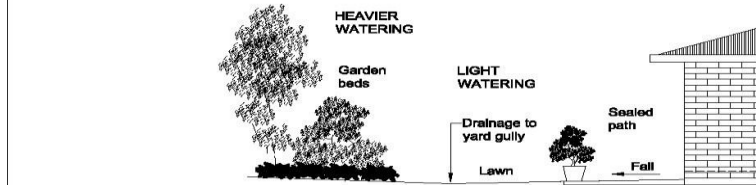
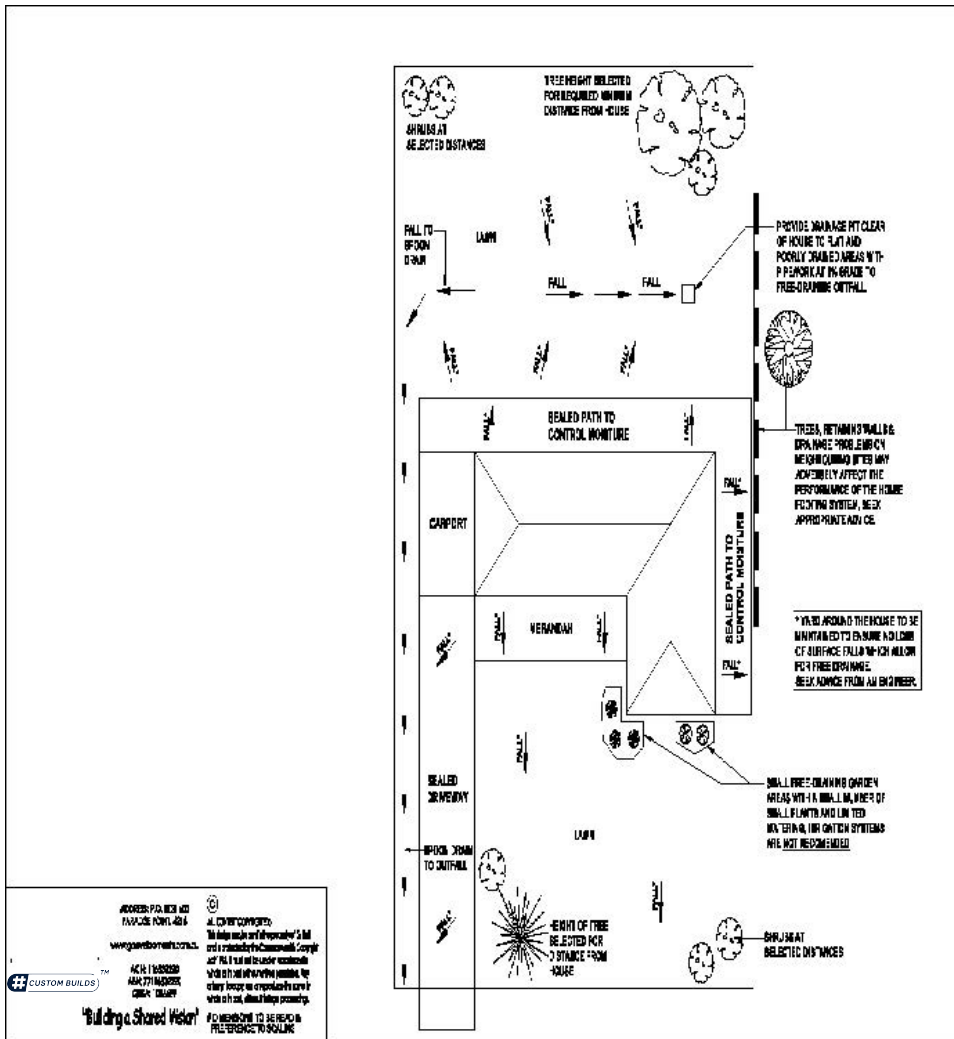
The location of sprinkler systems next to houses should also be avoided on **H** and **E Class** sites. Sprinkler systems should be as well controlled and maintained as practical and only used in gardens and on lawns away from the building.

Paths and hard surfaces:

When adding paths or extending they should be laid against the brickwork or footings (separated by a compressible material) with fall away from the house to a stormwater discharge point; avoid placing large expanses of concrete on one side of the house and heavily watered garden beds on the other.

The water saturated clay in the gardens will expand and swell while the soil under the concrete may not move.

Structural damage can result from this unco-ordinated movement. In H and E site classifications, particular detail is required to prevent pavement from moving away from the building. Movement in paths could cause stress on pipes that have been encased and result in leakages. Leaking pipes may cause clay to react and in turn cause structural damage.



RECOMMENDED LAYOUT FOR GARDENS AND LANDSCAPING

Trees and garden beds requiring heavy watering should be kept well removed from the dwelling

ACCREDITED FOLIO 10000 AND FINANCIAL FOLIO 40000
 # CUSTOM BUILDS
 Building a Shared Vision

Owner Initials:



Drainage requirements:

As per the Building Code of Australia 3.1.2.3 surface water drainage surface water must be diverted away from a class 1 buildings as follows:

Slab on ground finished ground level adjacent to buildings:

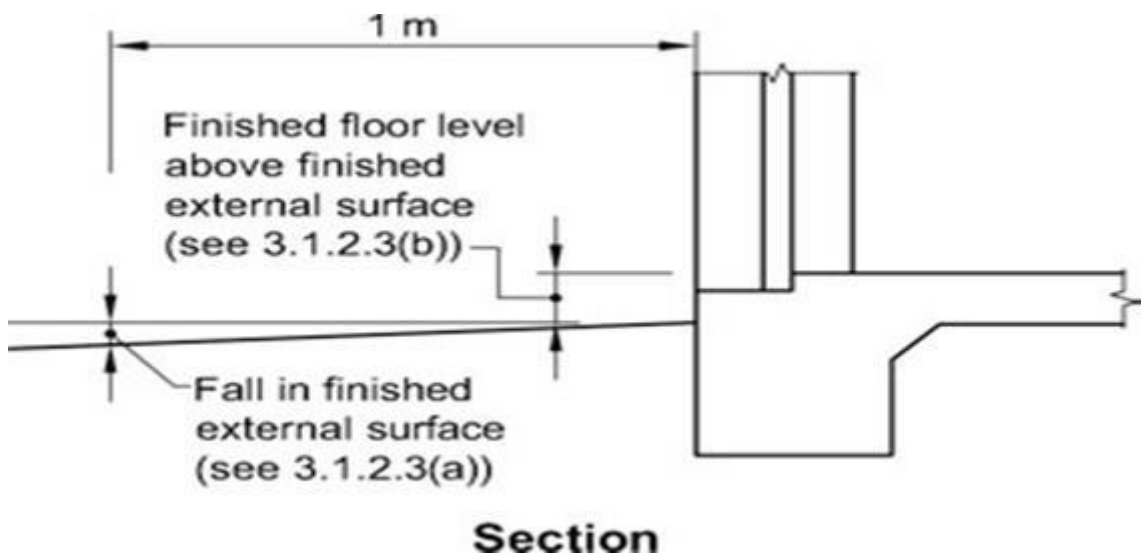
The external finished surface surrounding the slab must drain to move surface water away from the building and graded to give a slope of not less than (see **figure (3.1.2.2)**)

25 mm over the first 1 m from the building in low rainfall intensity areas for surfaces that are reasonably impermeable (such as concrete and clay paving) or
50 mm over the first 1 m from the building in any other case.

Slab on ground finished slab heights:

the height of the slab-on-ground above the external finished surfaces must not be less than (see figure 3.1.2.2)

100 mm above the finished ground level in low rainfall intensity areas or sandy, well-drained areas,
or
50 mm above impermeable (paved or concrete areas) that slope away from the building in accordance with (a), or
150 mm in any other case.



Owner Initials:

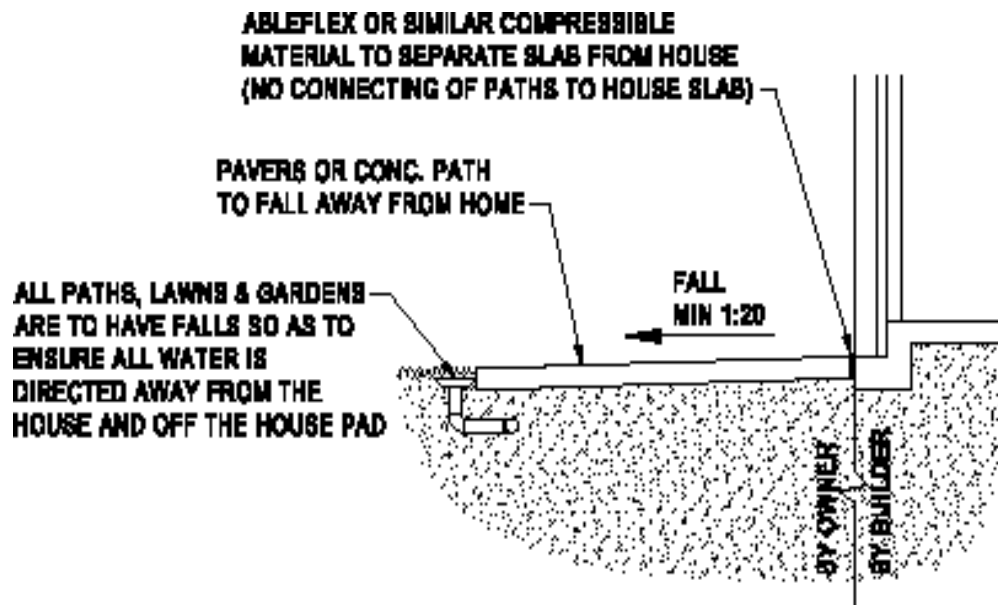


Site drainage and sloping sites:

Design for site conditions, locations of retaining walls, paths. Future swimming pools, future extensions, or proposed extensions etc should all be considered when preparing your home for correct surface water flow.

If the ground slopes towards the home, paths and spoon drains will be required.

It is also important to place drains uphill of the footings to direct water around the house and away from the footings. A stormwater drainage management plan should be considered and considered water flowing from adjoining properties (**overland water flow**).



Owner Initials:



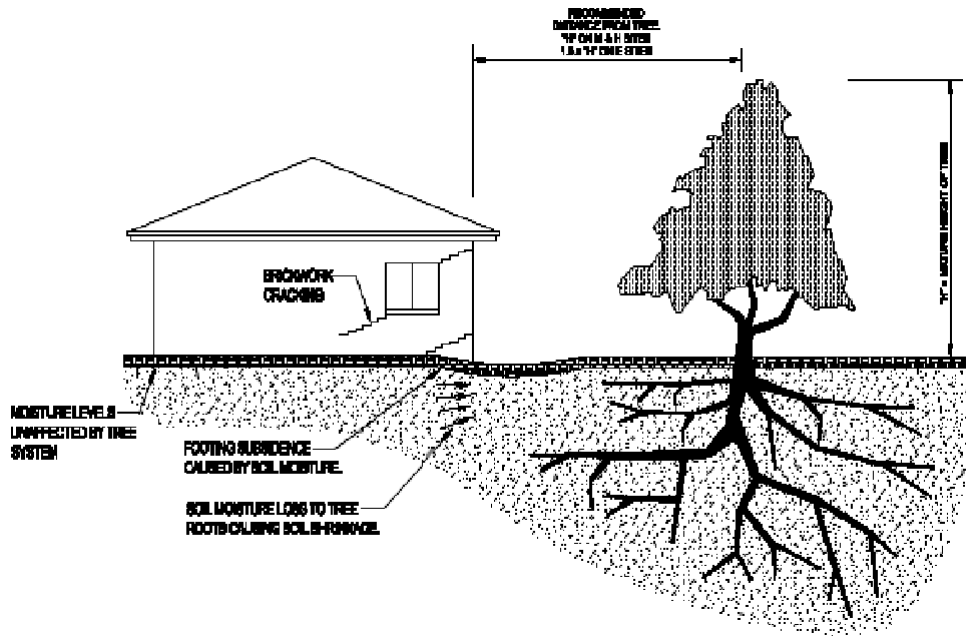
Trees and shrubs:

The roots of trees and shrubs can affect your footing by removing moisture from clay soils immediately underneath your home causing subsidence as the clays shrink.

In its search for water, a tree root system can spread in lateral distance equal to the height of the tree. If in rows or grouped with other trees the roots may spread up to twice the height of the tree. Care should be taken when selecting trees and, as a guide, trees should not be placed within the distance of their mature height from the house depending on

The site classification and whether they are to be planted in a line or in a group. Height of tree “H” distance from house “D”:

- D= 1 H for class H and M Class sites
- D= 1.5 H for E Class sites
- D= 2 H for rows or groups of trees



*Please refer to your local garden centre for further advice and information on suitable tree and plant species for your home.

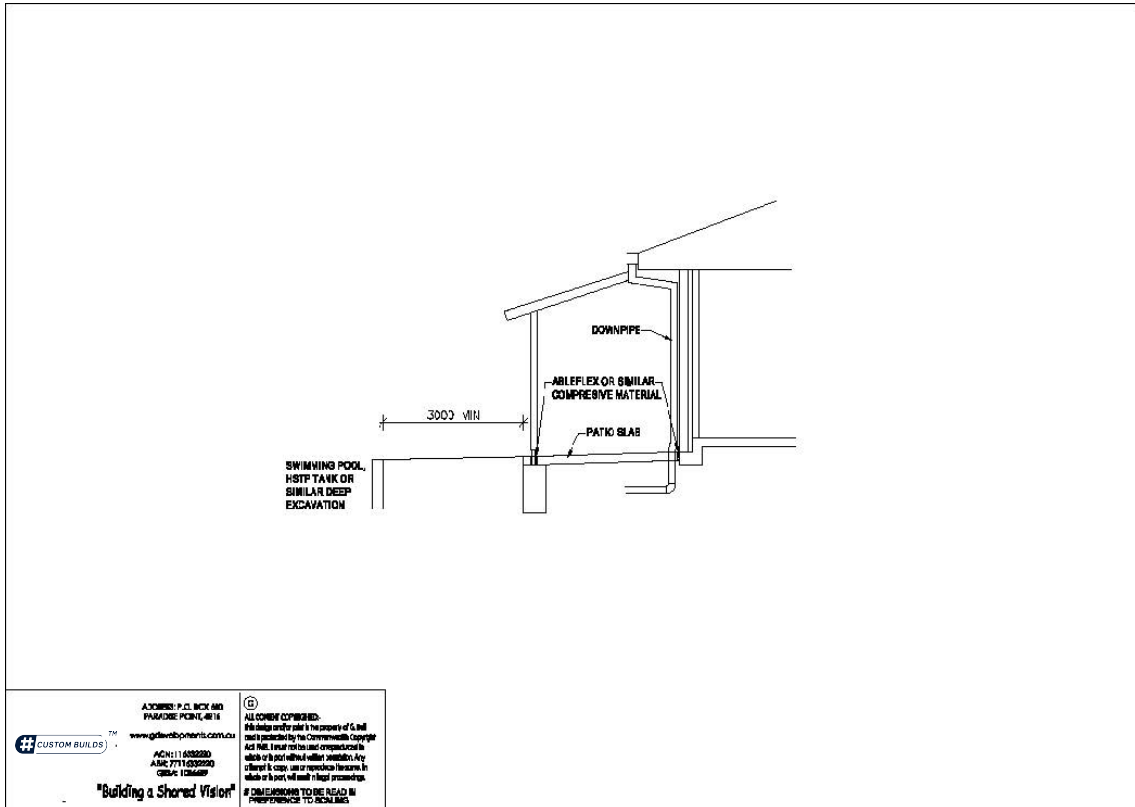
Owner Initials:



Future pools and extensions:

When looking at adding extensions or more importantly adding a pool you should seek an engineer's advice as to where and how close to the house foundations you are allowed to be.

Attached is a drawing to use as a guideline and it is recommending that inground pools should be no closer than 3 metres to your home or you risk undermining the foundations



Owner Initials:



In summary of the information provided above; the below are owners responsibility and should be adhered to so that you can enjoy your home for many years to come.

- Always maintain site drainage.
- Where possible on reactive clay sites (type M, H & E classifications), avoid placing gardens or installing garden edging, gravel pavements etc next to and against the house. This may cause water retention and/or promote a great variation in moisture conditions around the building.
- Do not alter the site drainage provided by the builder, until such time you are ready to work on your landscaping and you have engaged a licensed plumber/landscaper for advice on improvements. Any changes to the site drainage should continue to ensure that water will be directed away from the building and not to pond adjacent to the footing and slab system. Care should also be taken to avoid directing water flow to adjoining blocks.
- Installation of sprinkler systems next to dwellings on highly and extremely reactive sites (type H & E classifications) should be avoided. Adequate and consistent watering only is recommended. Over watering should be avoided.
- Do not plant trees within a distance from a building that equates to their mature height. Always plant in accordance with the requirements for the relevant site classifications.
- Regularly check and maintain plumbing, drainage and stormwater systems by immediately carrying out repairs to leakages, breakages when observed (usually displayed by seepage and/or greener lawns etc), when minor damage or cracking exceeding 3-5mm appears in walls or ceilings.

Owner Initials:



*By observing these requirements, movement and damage which may be expected in the life of the building can be minimised and maintained with normal performance requirements.

I/we, hereby agree to the recommendations as set out above and, in the CSIRO, information sheet **BFT 18** "foundations maintenance and footing performance", also provided and understand that we make no claim against G Developments in this if the guidelines and requirements are not complied with at all times.

JOB NO:

NAME:

SIGNED BY THE OWNER: _____

DATE:

NAME:

SIGNED BY THE OWNER: _____

DATE:

**Disclaimer: This document is a general guidance document and does not purport to address site specific issues.*

Owner Initials:

Queensland New Homes Construction Contract (QC1)

OWNERS:

JOB:

LOT:

SITE:

15 Destiny Street

Morayfield

QLD 4506



To verify your builder is a HIA member email enquiry@hia.com.au

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Consumer Building Guide

Your building contractor must give you this guide before you sign the contract.

This guide has been developed by the Queensland Building and Construction Commission (QBCC) under Schedule 1B of the *Queensland Building and Construction Commission Act 1991* (the Act) to assist home owners undertaking domestic building work with a total contract price of \$20,000 or more. It's aimed at helping you avoid disputes and common pitfalls.

Cooling-off period

You may withdraw from the contract within five business days of receiving copies of the signed contract (including any plans and specifications) and this guide. However, there are costs for home owners in withdrawing (generally \$100 plus any out-of-pocket expenses reasonably incurred by the contractor up to the time of withdrawal). You must also advise the contractor in writing.

QBCC licence

You should only deal with a QBCC-licensed contractor. If you engage an unlicensed contractor, your building work may not be covered under the Queensland Home Warranty Scheme. Always check the contractor's licence and licence history via QBCC's Online Licence Search.

QLD Home Warranty insurance

Residential construction work valued at more than \$3,300 is covered by the Queensland Home Warranty Scheme. It provides protection for home owners against non-completion, defective work and subsidence for up to 6 years from completion, provided a licensed contractor performs the work. After the contract has been signed, the contractor must pay the insurance premium to QBCC, and you should receive a Certificate of Insurance and Policy Booklet within two weeks.

Cost Plus and Construction Management contracts

QBCC recommends home owners obtain formal legal advice before signing either of these types of contracts which reduce your Home Warranty insurance protection and often result in disputes and cost overruns. Visit the QBCC website for more details on the risks associated with these contracts.

Commencement Notice

For contracts priced at \$20,000 or more, the contractor must give the owner a signed Commencement Notice within 10 business days of work commencing on site. It must state the date work started on site and the Date for Practical Completion.

Contract price

The total contract price must be stated on the first page of the contract schedule, along with a warning about any provisions that may cause the price to change. If the total contract price includes any allowances (items or services for which the price is not fixed at the time the contract is signed), these allowances must be stated in the contract schedule.

Deposits and progress payments

The maximum deposit allowed is:

- 10% where the total contract price is under \$20,000
- 5% where the price is \$20,000 or more
- 20% for a contract of any price where the value of the work to be performed off-site is more than 50% of the total contract price.

Owners and contractors are free to determine the number and timing of progress payments (if any) for their particular project, provided these payments are proportionate to the value of work performed on site (e.g. don't pay more than 50% before half of the work has been completed).

Building approvals and inspections

Building inspections and approvals are the responsibility of a building certifier. Mandatory building inspections may be required at certain stages of construction. You can check the certifier's licence via QBCC's Online Licence Search.

Variations

Any change to the materials used or the scope of the work to be performed under the contract is known as a 'variation'. Variations are frequently the cause of cost overruns and building disputes. All variations must be detailed in writing and copied to the owner by the contractor within five business days after they are agreed to, and before any of the variation work commences.

Dispute prevention

To reduce the risk of a dispute, carefully read and understand the contract. Also check any associated plans and specifications before signing. Discuss any questions with your contractor and seek legal advice if you still have concerns.

Dispute resolution

If a dispute with your contractor occurs, firstly advise them in writing giving them a reasonable time to respond. If this doesn't resolve the problem, explore QBCC's free Early Dispute Resolution (EDR) service and your legal options. It's critical that you engage a practising solicitor before terminating the contract. Incorrect termination may have serious legal and financial consequences and reduce your Home Warranty protection.

Extensions Of Time (EOTs)

The contract must state the Date for Practical Completion for your project, or how the date is to be determined (e.g. 180 days from commencement). The Act sets out circumstances in which a contractor may seek to extend this date (e.g. if you approve a variation to the contract which involves extra work, or the work is interrupted by more rain than could have been anticipated).

The contractor must give you a written EOT claim that you should carefully consider (not unreasonably reject) and respond to promptly in writing. If you approve the claim, the Date for Practical Completion will be extended by the period claimed. If you do not approve the claim, the extension is deemed 'disputed'.

Practical completion and handover

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

Implied warranties

Under the Act, a range of warranties are deemed to be part of all regulated domestic building contracts. The warranty period is six years for structural defects and one year for all other defects.

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

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

Acknowledgement

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

NAME: _____ DATE: _____

SIGNATURE: _____

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Contract price	1
Owner(s)	1
Builder(s)	2
Finance	2
Lending body	2
Security Account	2
Owner's guarantors	2
Default interest rate	3
The works	3
Planning and building approvals	3
The land	3
Matters affecting the site	3
Building period	3
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Schedule 1. Particulars of contract

Schedules 1 to 4 must be completed and form part of this contract.

Item

1. Date

This **contract** is dated the

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

PRICE EXCLUDING GST:	\$516,571.82
PLUS GST ON THE ABOVE PRICE:	\$51,657.18
THE CONTRACT PRICE IS:	\$568,229.00

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

Fixed price component:	\$568,229.00	
Prime Cost Allowances:	\$0.00	(total PC Allowances, refer to Schedule 3)
Provisional Sum Allowances:	\$0.00	(total PS Allowances, refer to Schedule 3)

WARNING

The **contract price** is subject to change. The clauses that allow for changes to the **contract price** are clauses 9, 10, 11, 13, 15, 16, 19, 20, 21 & 23.

The **contract price** does not include the costs that the **owner** will have to pay to a third party (being someone other than the **builder**) for:

- (a) conveying services to the **site**; or
- (b) connecting or installing services for use at the **site**; or
- (c) issuing a development approval or similar authorisation,

that are related to the carrying out of the **works**.

(Examples for (a) and (b) are gas, electricity, telephone, water and sewerage)

However, the **contract price** may include amounts for the above services if the **owner** is to make payment for such services directly to the **builder**

3. Owner(s)

Owner 1
NAME
ADDRESS
SUBURB
ABN
STATE
ACN
POSTCODE
IS THE OWNER A RESIDENT OWNER
WORK
HOME
FAX
MOBILE
EMAIL

Owner 2
NAME
ADDRESS
SUBURB STATE POSTCODE
ABN ACN
IS THE OWNER A RESIDENT OWNER
WORK HOME
FAX MOBILE

EMAIL

4. Builder(s)

NAME G Developments Pty Ltd
ADDRESS PO Box 715
SUBURB BEENLEIGH STATE QLD POSTCODE 4207
ABN 77 116 332 220 ACN
WORK 07 5665 0088 HOME
FAX 07 5665 0099 MOBILE

EMAIL reception@gdevelopments.com.au
BUILDER'S LICENCE NUMBER 1086689
HIA MEMBER NUMBER 930035 HIA MEMBERSHIP EXPIRY 31/08/2024

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

5. Finance (Clauses 2 and 7)

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

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

Lending body 1

LENDER
ADDRESS
SUBURB STATE POSTCODE

6A. Security Account (Clause 8)

Security account is to be established on or before **commencement**: Yes/No (delete one)

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

7. Owner's guarantors (Clauses 35)

Guarantor 1

NAME
ADDRESS
SUBURB STATE POSTCODE

8. **Default interest rate** (Clause 33)

Rate on overdue payments: 20.00% per annum
(If nothing stated, 18% per annum)

9. **The works**

(describe generally ie. low set residential dwelling/s, and state the plans and specifications including version number or date, that set out the detail of the **works** and form part of this **contract**)
Residential dwelling

10. **Planning and building approvals**

The person to obtain and pay for all planning and building approvals, consent or approval required by a **statutory or other authority** (Clause 2).
Builder

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

LOT 203 RP/SP NO

CERTIFICATE OF TITLE

STREET ADDRESS: 15 Destiny Street

SUBURB Morayfield

STATE QLD POSTCODE 4506

12. **Matters affecting the site** (Clause 6) - The **owner** must complete this

The **site** is affected by the following easements, building covenants and planning restrictions, Please specify the substance of each and give registration details, where registered at the Land Titles Office.

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

The **works** must reach **practical completion** within 330 **days** after **commencement**, subject to Clause 17.

The **building period** stated above is the total of the **time allowances** and the allowance for carrying out the **works**. The **building period** is in calendar days and not **working days**.

(a) Time Allowances

The **building period** includes the following allowances for:

Inclement weather and the effects of inclement weather: **7 days**.

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

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

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

\$15 per day.

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

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

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

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

Owner Copy



Schedule 2. Progress payments

PLEASE COMPLETE EITHER PART A OR PART B

PART A - STANDARD PROGRESS PAYMENT SCHEDULE

NOTE: All progress payments, other than a **deposit** must directly relate to the progress of carrying out the subject work at the building site, and must be proportionate to the value of the subject work that relates to the claim, or less than that value. As such the **builder** should assess that the use of PART A Progress Payment Schedule will meet these requirements.

Stage	Percent	Amount
Deposit		
Base	15.00%	
Frame	20.00%	
Enclosed	25.00%	
Fixing	20.00%	
Practical Completion	Balance	

Note: The total must equal the **contract price** stated in **item 2**. Where the **contract price** is \$3,300 or more the **deposit**, by law, cannot exceed:

- 20% of the **contract price**, where the value of the off-site work is more than 50% of the **contract price** (off-site work defined as contracted services performed at a place that is not the place at which the domestic building work is to be finally installed or constructed under the **contract**);
- 10% of the **contract price**, where the **contract price** is less than \$20,000; or
- 5% of the **contract price**, where the **contract price** is \$20,000 or more.

Owner Copy



PART B - PROGRESS PAYMENT SCHEDULE

Part B can be used where the parties agree that the Standard Progress Payment Schedule does not apply.

NOTE: All progress payments, other than a **deposit**, must directly relate to the progress of carrying out the subject work at the building site, and must be proportionate to the value of the subject work that relates to the claim, or less than that value.

Stage	Percent	Amount
Deposit	5.00%	\$28,411.45
Base	15.00%	\$85,234.35
Frame	20.00%	\$113,645.80
Enclosed	35.00%	\$198,880.15
Fixing	20.00%	\$113,645.80
Balance	5.00%	\$28,411.45
Total	100.00%	\$568,229.00

Note: The total must equal the **contract price** stated in **item 2**. Where the **contract price** is \$3,300 or more the **deposit**, by law, cannot exceed:

- 20% of the **contract price**, where the value of the off-site work is more than 50% of the **contract price** (off-site work defined as contracted services performed at a place that is not the place at which the domestic building work is to be finally installed or constructed under the **contract**);
- 10% of the **contract price**, where the **contract price** is less than \$20,000; or
- 5% of the **contract price**, where the **contract price** is \$20,000 or more.

In the above schedule the stages have the following meanings:

'Base stage' means

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



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

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

- (a) wall frames are fixed;
- (b) roof frames are fixed; and
- (c) all tie downs and bracing are complete. On a 2-storey and split level constructions of the frame of the garage and or portico are not required to be completed.

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

- (a) the external wall cladding is fixed; and
- (b) the roof covering is fixed; but without:
 - (i) soffit linings necessarily having been fixed; or
 - (ii) for a tile roof - pointing necessarily having been done; or
 - (iii) for a metal roof - sheeting and final screwing off necessarily having been done; and on 2-storey and split level constructions the roof coverings to any ground floor area is not required to be completed; and
- (c) the structural flooring is laid (does not need to include the finished floor that may be laid over the structural floor); and
- (d) the external doors are fixed (even if only temporarily) but, if a lockable door separating the garage from the rest of the building has been fixed, without garage doors necessarily having been fixed; and
- (e) the external windows are fixed (even if only temporarily)

'Fixing stage' means the stage when all internal lining, architraves, cornice, skirting, doors to rooms, shower trays, built-in cabinets (excluding shelves) and built-in cupboards (excluding shelves) of a building are fitted and fixed in position. This excludes baths, stone bench tops and glass splash backs which are installed after this stage is complete.

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

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

Schedule 3. Prime Cost and Provisional Sum Items and Allowances

(Clause 21)

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

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

PRIME COST ITEMS

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

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

PROVISIONAL SUM ITEMS

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

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

Owner Copy



Schedule 4. Excluded Items

(Clause 22)

The **owner** acknowledges that the cost of the supply and/or installation of materials, goods or the provision of the labour or services that are listed below are not included in the **contract price**. The **owner** may be supplying these items or having other contractors do the work.

- All required services (including but not limited to natural gas, sewer, water, stormwater) supplied to property boundary.
- NBN or similar main network supply

Owner(s) to initial here



Special Conditions

NATIONAL BROADBAND” (NBN) New Home Provision –

Supply and install a separate in-ground communications conduit with a draw wire, from the communications pit to below the electrical meter box.

Note: Wire & Connection by your NBN Provider.

Note: It's the Owners responsibility to contact their provider, prior to moving in, even if only a phone line is required, to discuss the installation of any required internal wiring, system features and system functions and arrange connection to the phone and or data network. Any costs from the communications provider is the Owner Responsibility.

Note: Should the Owner not open an account or open an account after handover then VOLO Constructions (QLD) or G Developments Pty Limited cannot be held responsible for the home not being connected to phone and or data services prior to handover. See Schedule 1.

Special Condition for Coronavirus

In addition to the time allowances included in the *building period* for inclement weather the following *time allowances* are inserted in *item 13 schedule 1* of this contract

* Delays in supplies or materials or labour due to the impact of international, national or local health emergencies (such as COVID 19): 60 days

* Delays in supplies or materials or availability of labour: 60 days

The above *time allowances* are included in the overall *building period* nominated under the contract. In accordance with clauses 3 & 17 any delays in excess of the time allowances specified above will trigger an extension of time to the *building period*.

Definition of time allowance contained in clause 38 of this contract is to be replaced with the following "*time allowances*" means a delay to the carrying out of the works for which a description and an allowance are set out in *item 13, Schedule 1*.

Third party matters

1. The Owner acknowledges and agrees that:

a. the Plans have been prepared prior to the registration of the titled Lot, building approval being issued and/or any restrictive building covenants being identified by the Developer in respect of the sale of the Lot to the Owner (collectively, "a Third Party Matter");

b. as a result of a Third Party Matter, the Builder may need to amend the Plans to accommodate any necessary requirements of a Third Party Matter to ensure compliance by the Owner with such Third Party Matter ("a Necessary

Change”);

c. if a Necessary Change is required to be made, the Owner is solely responsible for any reasonable costs and Builder’s Margin incurred by the builder in respect of the design and implementation of the same; and

d. if the Builder, in its absolute discretion, considers that a Necessary Change cannot be reasonable made to accommodate a Third Party Matter, then despite any financial or other consequence to the Owner, the Builder may terminate this Contract and upon such termination will not be liable to the Owner for any such financial or other consequence that the Owner might suffer.

e. The Builder hereby discloses to the Owner that it has many differing commercial relationships with various third parties who may provide advice, assistance and/or recommendations to it and/or the Owner regarding the formation or carrying out of this Contract and as a result of which fees may have been paid by or to the Builder as a result of the same.



Signatures

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

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

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

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

Owner 1

NAME

SIGNATURE

WITNESS
NAME

WITNESS
SIGNATURE

Owner 2

NAME

SIGNATURE

WITNESS
NAME

WITNESS
SIGNATURE

Builder

NAME

SIGNATURE

Signed for and on behalf of: G Developments Pty Ltd

WITNESS
NAME

WITNESS
SIGNATURE

Owner Copy



Note: The **Builder** must give the the **Owner** a signed copy of this **contract** and **contract documents** (plans and specifications) within 5 **working days** after it is signed by the **Builder**.

Please note

1. Where a company is signing: 'by A. Smith, Director' or 'Signed for and on behalf of XYZ Pty Ltd'.
2. Where the **Builder** is a partnership, the licence holder must sign and be named at **item 4**. The other partners are also to be stated in **item 4** (eg B. Bloggs in partnership with A. Bloggs and C. Bloggs).

Notice to the owner of right to withdraw from this contract under Schedule 1B Section 35 of the Queensland Building & Construction Commission Act 1991 (the Act)

Under the Act Schedule 1B Section 35 you may end this contract within 5 working days after the day on which you receive a copy of the signed contract from the contractor.

If 5 working days have elapsed from the day the contract was entered into and you have not received from the contractor a copy of the signed contract, you may withdraw from the contract.

Under the Act Schedule 1B Section 36, you may not withdraw from the contract if:

- (a) you and the contractor previously entered into a regulated contract; and
- (b) the terms of the previous contract and current contract are substantially the same; and
- (c) the contracted services for the previous contract and current contract:
 - (i) are substantially the same; and
 - (ii) relate to the same detached dwelling, home or land.

Also, you may not withdraw from the contract under the Act Schedule 1B Section 35 if:

- (a) before entering into the contract, you received formal legal advice about the contract; or
- (b) when or after the contract is entered into you tell the contractor that you received formal legal advice about the contract before entering into the contract.

To withdraw from this contract under Schedule 1B Section 35, you must, within the time allowed under the section for the withdrawal:

- (a) give a withdrawal notice to the contractor; or
- (b) leave a withdrawal notice at the address shown as the contractor's address in the contract; or
- (c) serve a withdrawal notice on the contractor in accordance with any provision in the contract providing for service of notices on the contractor by you.

Deed of guarantee and indemnity

Interpretation

BUILDER IS G Developments Pty Ltd
OWNER IS

Guarantors Karan Sharma

ADDRESS LINE 1 100 Harris Street

ADDRESS LINE 2

SUBURB Pymont

STATE NSW

POSTCODE 2009

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

Background

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

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

Operative

1. Guarantee

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

2. Indemnity

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

3. Principal Debtor

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

4. No Merger

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

5. No Release

The **Guarantor** is not discharged by:

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

6. Severability

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

Owner Copy



7. When More Than One Guarantor

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

8. Waiver of Rights

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

Guarantor's Statement

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

Signed as a Deed

SIGNATURE

.....

WITNESS'S NAME AND ADDRESS

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

SIGNATURE

.....

DATE

.....

Owner Copy



General Conditions

Clause 1. Performance

- Builder's obligation* 1.1 The **builder** must:
- (a) complete the **works** in accordance with this **contract**; and
 - (b) comply with all laws and lawful requirements of any **statutory or other authority** with respect to the carrying out of the **works**.
- Owner's obligation* 1.2 The **owner** must pay the **contract price**, adjusted by any additions or deductions made under this **contract**, in the manner and at the times stated in this **contract**.

Clause 2. Commencement

- Date for commencement* 2.1 **Commencement** is to take place on or before the **anticipated start date** stated in **item 14** or within **20 working days** from the day that:
- (a) the **owner** gives the **builder** evidence of the **owner's** title to the **land** under Clause 6;
 - (b) the **owner** gives the **builder** evidence of the **owner's** capacity to pay to the **contract price** under Clause 7.1;
 - (c) the **owner** establishes the **security account** under Clause 8;
 - (d) the **owner** gives the **builder** possession of the **site** under Clause 10;
 - (e) where the name of the **lending body** is stated in **item 6**, the **owner** gives the **builder** a notice from the **lending body** that construction of the **works** may commence, and
 - (f) the **builder** receives all permissions, consents and approvals required from the relevant **statutory or other authority** under Clause 2.3,
- whichever is the later.
- When essential matters (a) to (e) not satisfied* 2.2 If any of the requirements set out in Clause 2.1(a) to (e) (inclusive) are not satisfied by the **anticipated start date**, the **builder** may, by notice **in writing** to the **owner**;
- (a) end this **contract**, in which case, Clause 28.7 applies; or
 - (b) extend the time for the **owner** to satisfy the requirements of Clause 2.1 and, at the option of the **builder**, increase the **contract price** under Clause 16.
- Planning and building approvals* 2.3 The party named in **item 10** of **Schedule 1** is responsible for obtaining any planning approval, building permits and/or statutory consent that is required for the **contract works**. The party obtaining such approvals must take all reasonable steps to do so by the **anticipated start date**.
- 2.4 If the **builder** is the party named at **item 10** of **Schedule 1**, the **owner** must sign all documents and do all acts as requested by the **builder** to obtain all permissions, consents and approvals required from the relevant **statutory or other authority**.

- 2.5 If the necessary planning approval and/or building permits are not obtained by the **anticipated start date**, then if:
- (a) neither party is at fault, either party may bring this **contract** to an end by giving notice **in writing** to the other;
 - (b) the **builder** is at fault, the **owner** may:
 - (i) bring this **contract** to an end by giving the **builder** notice **in writing**; or
 - (ii) extend the time for the **builder** to obtain the necessary planning approval and/or building permits, without any increase to the **contract price**, but by no more than 30 **days**;
 - (c) the **owner** is at fault, the **builder** may:
 - (i) bring this **contract** to an end by giving the **owner** notice **in writing**, in which case, Clause 28.7 applies; or
 - (ii) extend the time for the **builder** to obtain the necessary planning approval and/or building permits in accordance with Clause 2.2(b).
- 2.6 If this **contract** is ended under Clause 2.5(a), the **builder** is entitled to a reasonable price for the work done to date. This price:
- (a) may include an amount for the preparation of any plans and specifications, any engineer's design and soil test reports and survey information - unless these have been allowed for in a separate contract or agreement; and
 - (b) the costs of materials ordered from suppliers that are non-returnable; but must not include an amount for work on the building **site** for which planning or building approval was not obtained.
- 2.7 The **building period** starts on the actual day of **commencement**.
- 2.8 The **builder** must ensure **commencement** occurs as soon as is reasonably possible.
- 2.9 Within 10 **working days** of **commencement** the **builder** is to provide the **owner** with a signed notice stating:
- (a) the actual day of **commencement** on the **site**; and
 - (b) the date for **practical completion**.

Commencement of building period

Builder to ensure commencement

Builder to provide commencement notice

Clause 3. Completion and progress

- Builder to complete the works* 3.1 The **builder** must complete the **works** on or before the end of the **building period** stated in **item 13** as extended under Clause 17.
- Increase in contract price* 3.2 If, after **commencement**, progress of the **works** is delayed by a cause for which the **owner** is responsible the **contract price** may, at the option of the **builder**, be increased under Clause 16.

Clause 4. Progress payments

- Owner to pay progressively* 4.1 The **owner** must pay the **contract price** adjusted by any additions or deductions made under this **contract** progressively at each **stage**.
- Owner to pay deposit* 4.2 The **owner** must pay the **deposit** stated in **Schedule 2** when the **owner** signs this **contract**.
- Builder to claim* 4.3 The **builder** must give the **owner** a written claim for a progress payment for the completion of each **stage**.
- Contents of progress claim* 4.4 A progress claim is to state:
- (a) the amount claimed for the **stage**;



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

Clause 5. Direction to the lending body

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

Clause 6. Evidence of title

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

Clause 7. Finance and evidence of capacity to pay

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

- (a) this **contract** is conditional upon the **owner** within 10 **working days** from the date of this **contract** obtaining written approval from the **lending body** stated in **item 6** for a **loan** in an amount sufficient to enable the **owner** to pay the **contract price**;
- (b) the **owner** must apply to the **lending body** and use best endeavours to sign all documents and do all acts necessary to obtain **loan** approval;
- (c) the **owner** must within the time specified in Clause 7.2(a) give to the **builder** a notice stating whether the **lending body** has either approved or refused to approve the **loan**;
- (d) unless the **owner** notifies the **builder** that the **lending body** has refused to approve the **loan**, this **contract** will cease being conditional upon such approval; and
- (e) if the **owner** gives the **builder** a notice that the **lending body** has refused to approve the **loan**, then this **contract** will be at an end in which case all monies paid by the **owner** under this **contract** will be refunded except for the **builder's** reasonable expenses.

Owner to give evidence of ability to pay on request

- 7.3 From time to time where reasonably requested by the **builder**, the **owner** must give the **builder** evidence, to the **builder's** satisfaction, of the **owner's** capacity to pay to the **builder** the balance of the **contract price**, adjusted by any additions or deductions made under this **contract**.

Clause 8. Security account

Owner to establish security account

- 8.1 The **owner** must:
- (a) if Item 6A so requires, on or before **commencement**; or otherwise
 - (b) from time to time when so requested by the **builder**,
- establish a **security account**, and/or deposit into a **security account** an amount of money equal to the **security account money** or any additional amount to reach the total required for the **security account money**.

Withdrawals

- 8.2 Withdrawals from the **security account** require the signature of both the **owner** and the **builder**.

Interest

- 8.3 The **owner** is entitled to all interest earned on the investment of the **security account money**.

Use of security account money

- 8.4 The **security account money** must be applied to pay the **contract price**, adjusted by any additions or deductions made under this **contract** and other amounts due to the **builder** under this **contract**.

Lending body's discretion

- 8.5 Where the **owner** is to pay the **contract price**, adjusted by any additions or deductions made under this **contract**, using **security account money** and other money from the **lending body**, the priority of payments will be at the **lending body's** discretion.

Entitlement to security account money

- 8.6 If:
- (a) the **owner** does not pay an amount to the **builder** by the due date for payment; or
 - (b) this **contract** is ended,

the **builder** is entitled to the money in the **security account** to the extent of any money due and owing to the **builder**. The **owner** is only entitled to the balance in the **security account**, after payment of the **contract price**, adjusted by any additions or deductions made under this **contract**, and other amounts due to the **builder** under this **contract**.

Clause 9. Site information and survey

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

Clause 10. Site possession and access

- Owner to give exclusive possession* 10.1 The **owner** must, as soon as practicable after the date of this **contract**, give the **builder** exclusive possession of the **site** to carry out the **works**.
- All weather access* 10.2 The **owner** must provide **all weather access**. If the **owner** does not provide **all weather access** and the **builder** is required to carry out extra work, the **builder** may request a **variation** in accordance with Clause 20 to carry out such extra work.
- Owner not to impede* 10.3 The **owner**, a person authorised by the **owner** and officers of the **lending body**:
- (a) must not interfere with:
 - (i) the **builder's** access or possession of the **site**; or
 - (ii) the progress of the **works**;
 - (b) must not:
 - (i) make an inquiry of;
 - (ii) issue directions to; or
 - (iii) give instructions to,the **builder's** workers or subcontractors. Communication must only be with the **builder**; and
 - (c) may only have access to the **works** under the **builder's** supervision, at reasonable times and after giving reasonable prior notice **in writing**, for the purposes of inspecting the progress of the **works**.
- Owner to pay costs of interference* 10.4 Notwithstanding any other provision of this **contract**, the **owner** is to pay the **builder**, on demand, any additional costs the **builder** incurs because the **owner** or the **owner's** representative interferes with the carrying out of the **works**.
- Builder to claim interference costs* 10.5 To claim payment from the **owner**, the **builder** must give the **owner** notice **in writing** of such costs within 5 **working days** after the interference comes to the **builder's** knowledge.
- Owner liable for damage* 10.6 The **owner** will be solely responsible for any loss or damage sustained by the **owner** if the **owner** accesses the **site** without the **builder's** prior approval **in writing**.
- Owner indemnifies the builder* 10.7 The **owner** indemnifies the **builder** against any liability, loss, claim or proceeding in respect of any injury to any person or any loss or damage to any property on the **site** to the extent that such injury, loss or damage is connected with the **owner's** breach of this Clause.

Clause 11. Compliance with requirements of local and other authorities

<i>Requirements of statutory and other authorities</i>	11.1	The builder must, on behalf of the owner , comply with any lawful requirement of any statutory or other authority but only to the extent that such requirement relates to carrying out and completing the works .
<i>Variation to comply with a requirement</i>	11.2	The builder must: <ul style="list-style-type: none"> (a) notify the owner of any extra work required to comply with Clause 11.1; and (b) request a variation under Clause 20 to carry out that extra work.
<i>Owner to do acts</i>	11.3	The owner must sign all documents and do all acts as requested by the builder to obtain all permissions, consents and approvals required from the relevant statutory or other authority .
<i>Owner's works and final certificate</i>	11.4	If the owner is to carry out other works and the failure to complete those works on or before practical completion prevents the builder from obtaining a final certificate from the relevant statutory or other authority , the owner releases the builder from any obligation to obtain the final certificate.
<i>Certificate of inspection</i>	11.5	If the builder receives a certificate of inspection from a third party then the builder must provide a copy of this document to the owner as soon as practicable after receiving this document.

Clause 12. Use of plans

<i>Where the owner is to supply</i>	12.1	If the owner is to supply the plans to the builder then, without cost to the builder , the owner must give the builder 5 copies of the plans to enable the builder to carry out the works .
<i>Indemnity</i>	12.2	Each party indemnifies the other party for all costs and expenses incurred relating to any claim for breach of copyright if the builder carries out the works according to plans which are: <ul style="list-style-type: none"> (a) supplied by that party; (b) prepared under instruction of that party; or (c) prepared from sketches provided by that party.
<i>Grant of licence</i>	12.3	Where the builder draws the plans, the owner agrees that the builder retains copyright in those plans but the builder grants to the owner a licence to cause the construction of the works by the builder in accordance with those plans.
<i>Licence fee</i>	12.4	The parties agree that the reasonable fee for the licence granted to the owner is 5% of the contract price . It is acknowledged that the contract price includes this licence fee.
<i>Unauthorised use of plans</i>	12.5	If the owner uses the builder's plans without the builder's written consent, other than under the above licence, the owner must pay to the builder on demand the licence fee referred to in Clause 12.4.

Clause 13. Discrepancy or error in documentation

<i>Owner warrants contract documents</i>	13.1	The owner warrants the accuracy of the contract documents supplied by the owner and the suitability of the design, materials and methods of working each specified therein.
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- Notice of errors* 13.2 If either party becomes aware of any error, ambiguity or inconsistency in or between the **contract documents**, that party must, within **5 working days** of becoming aware, give the other party written notice detailing the problem.
- Owner to instruct* 13.3 The **owner** must within **5 working days** of becoming aware of such a problem, give to the **builder** such written instructions as are necessary to enable the **builder** to proceed with the **works**.
- Owner fails to instruct* 13.4 If the **owner** does not give written instructions as required by Clause 13.3, the **owner** is deemed to have instructed that the **builder** carry out the **works** using the order of precedence.
- Cost of any extra work* 13.5 If:
- (a) compliance with the **owner's** instructions involves more or less cost than a reasonable **builder** would have anticipated on the signing of this **contract**; and
 - (b) the problem is not solely caused by documents provided by the **builder**,
- the **owner** is deemed to have also asked for a **variation** for the **builder** to comply with those instructions and Clause 20 applies.
- Order of precedence* 13.6 The order of precedence is:
- (a) any special conditions;
 - (b) these general conditions;
 - (c) the specifications;
 - (d) the plans, then
 - (e) other documents in the order listed in **item** 16.

Clause 14. Insurance and risk

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

which may be occasioned by or arise out of the carrying out of the **works** to the extent that it is due to the negligent or wilful act, omission or default of the **builder** or the **builder's** contractors or employees (the "public liability risk").

WorkCover

14.5 The **builder** must comply with all obligations imposed on the **builder** under the WorkCover legislation.

Builder not liable for certain property

14.6 The **builder** is not liable for any liability, loss, claim or proceeding in respect of any property placed on the **site** without the **builder's** written approval.

Clause 15. Unforeseen circumstances

Builder to give notice of unforeseen circumstances

15.1 If the **builder** becomes aware of **unforeseen circumstances**, the **builder** must promptly notify the **owner in writing** and cease the carrying out of the **works**.

Effect of unforeseen circumstances

15.2 Subject to Clause 15.5, if the **unforeseen circumstances** differ from those either:

- (a) disclosed to the **builder** prior to this **contract** being signed; or
- (b) shown in the **contract documents**,

and:

- (c) if the effect of that difference requires more or less work than that which a reasonable **builder** would have anticipated on the signing of this **contract**; and

- (d) that work is not provided for elsewhere in this **contract**,

then the **builder** is to ask for a **variation** to carry out that work under Clause 20.

Builder may end contract

15.3 If the **owner** does not approve within 5 **working days** on and from the date the **builder** gives the **owner** a **variation document**, the **builder** may, at any time thereafter, do either or both of the following:

- (a) suspend the carrying out of the **works** under Clause 19;
- (b) end this **contract** under Clause 28.

Builder's entitlement to extra costs

15.4 If the **owner** approves the **variation in writing**, the **builder** is only entitled to payment of an additional amount for such work where the **builder** had the **foundations data** when the **builder** entered into this **contract**, and if the need for the additional amount cannot be established from that data.

Builder to carry out the work

15.5 Notwithstanding the above, the **builder** must, if Clause 15.2 does not apply, carry out that work at the **builder's** cost.

Clause 16. Delay damages

Delays to commencement of works

16.1 Where **commencement** is delayed for longer than 4 weeks on and after the **anticipated start date** due to a cause of delay for which the **builder** is not responsible, the **owner** must pay to the **builder**, as a debt due and payable, the higher of the amount:

- (a) of the reasonable costs to be incurred by the **builder** because of the delay; or

- (b) representing 0.125% of the **contract price** for each week or part of a week of the delay after the first 4 weeks of the delay.

Delays to carrying out the works after commencement

- 16.2 Where, after **commencement**, the carrying out of the **works** are delayed, by a cause for which the **owner** is responsible, the **owner** must pay to the **builder**, as a debt due and payable, the higher of the amount
- (a) of the costs incurred by the **builder** because of the delay; or
 - (b) representing 0.125% of the **contract price** for each **day** of the delay.

Clause 17. Delays and extensions of time

Builder entitled to extend time

- 17.1 The **builder** is entitled to a reasonable extension of time to the **building period** if **commencement** or the carrying out of the **works** is delayed by a claimable delay.

When the builder is entitled to extend time

- 17.2 A claimable delay means a cause beyond the **builder's** sole control that was not reasonably foreseeable at the time the **builder** entered into this **contract** including but not limited to:

- (a) a **variation** requested by the **owner** or a request by the **owner** for a **variation**;
- (b) a **variation** requested by the **builder** if the need for the **variation** could not have been reasonably foreseen at the date of this **contract**;
- (c) a **time allowance** in excess of the allowance for that cause of delay stated in **item 13**;
- (d) an act of God, fire, explosion, earthquake or civil commotion;
- (e) an industrial dispute;
- (f) a dispute with adjoining or neighbouring residents or owners;
- (g) anything done or not done by the **owner**;
- (h) delays in getting any approvals;
- (i) a delay in the supply of materials selected by the **owner**;
- (j) the need for a survey of or other report in relation to the **site**; or
- (k) the industry shutdown being a 3 week period commencing on or about 22 December in each year, if construction during the Christmas period could not have been reasonably foreseen at the date of this **contract**; or
- (l) the **owner** refusing to agree to a **variation** requested by the **builder** under Clause 10.2.

The builder is to notify

- 17.3 The **builder** is to give the **owner** written notice of the extension of time detailing both:
- (a) the cause of the delay; and
 - (b) the extension of time,

within 10 **working days** of when the **builder** became aware of both the cause and the extent of the delay, or within 10 **working days** when the **builder** ought to have become aware of the cause and extent of the delay.

Builder can lodge more than one extension of time

- 17.4 Nothing in Clause 17.3 shall limit or prevent the **builder** from claiming more than one extension of time if a particular claimable delay has more than one effect on the carrying out of the **works**.

Owner must not unreasonably refuse, and must approve

- 17.5 The **owner** must reply to the **builder's** claim for an extension of time **in writing** within 5 **working days** of receiving the **builder's** written claim. The **owner** must not unreasonably refuse to approve an extension of time.

Builder to provide copy of approved claim

- 17.6 The **builder** must give the **owner** a copy of the claim for an extension of time, signed by the **builder** within 5 **working days** of the **owner** approving the claim.

- If owner disputes* 17.7 If the **owner** disputes the **builder's** claim for an extension of time, the **owner** must provide the **builder** a notice **in writing** within 5 **working days** of receiving the **builder's** written claim:
- (a) disputing the extension of time; and
 - (b) detailing the reasons why the extension of time is disputed.
- Allowance for omissions* 17.8 The **builder** may allow a reasonable reduction to the **building period** if, by **variation**, work is omitted from the **works**.

Clause 18. Compliance with Work Health & Safety Act

- Principal contractor* 18.1 The **builder** is the "principal contractor" for the purposes of the Work Health and Safety Act 2011, and Work Health and Safety Regulation 2011.
- Right to exclude* 18.2 The **builder** may exclude or remove from the **site** any person who fails to comply with the requirements of the Work Health and Safety Act 2011, and Work Health and Safety Regulation 2011.

Clause 19. Suspension of works

- Builder's right to suspend* 19.1 The **builder** may by written notice to the **owner** suspend the carrying out of the **works** if:
- (a) the **owner** does not pay a progress claim as required by Clause 4;
 - (b) the **owner** does not give the **builder** evidence, satisfactory to the **builder**, of the **owner's** capacity to pay the balance of the **contract price** when requested by the **builder** under Clause 7.3;
 - (c) the **owner** enters the **site** in breach of Clause 10;
 - (d) the **owner** does not give an instruction within 5 **working days** of becoming aware of a problem under Clause 13;
 - (e) the **builder** gives notice **in writing** of **unforeseen circumstances** under Clause 15 and the **owner** fails to agree to a **variation in writing** within 5 **working days** of receiving the **builder's** request;
 - (f) the **owner** objects to the **builder's** selection of a substitute prime cost item in accordance with Clause 21;
 - (g) the **owner** or the **owner's** contractors when supplying materials or goods or carrying out any work breach the requirements of Clause 24;
 - (h) the **owner** takes control of, possession of or uses the **works** or any part of the **works** without the **builder's** written consent, prior to payment of the **final claim**;
 - (i) any dispute or difference between the **owner** and the **builder** has been referred to the Queensland Building and Construction Commission, and/or the Queensland Civil and Administrative Tribunal under Clause 37;
 - (j) the **owner** unreasonably refuses to approve the **builder's** extension of time claim **in writing** under Clause 17; or
 - (k) the **owner** is otherwise in substantial breach of this **contract**.
- Builder to recommence* 19.2 The **builder** must recommence the carrying out of the **works** within a reasonable time after the **owner** gives the **builder** notice **in writing** that the reason for the suspension no longer exists.

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

Clause 20. Variations

<i>Contents of a variation document</i>	20.1	A variation document must be in writing , in readily legible English, and in all cases, state; <ul style="list-style-type: none"> (a) the work required to carry out the variation; (b) the date of the request of the variation; (c) the price of the variation; (d) for an increase in the contract price, when that price becomes payable, or for a decrease in the contract price, when the decrease is to be accounted for; (e) the change to the contract price because of the variation; and (f) if there will be a delay because of the variation, a reasonable estimate of that delay.
<i>Builder to give copy of variation document</i>	20.2	The builder must give the owner a copy of the variation document before the first of the following happens: <ul style="list-style-type: none"> (a) 5 working days elapse from the day the builder and the owner agree to the variation; or (b) any work the subject of the variation starts.
<i>Variation to be agreed in writing</i>	20.3	The owner must agree to the variation in writing prior to the builder commencing the variation works.
<i>Where the owner does not agree to variation</i>	20.4	If a variation is agreed, and the owner has not within 5 working days of the builder giving the owner a variation document , approved that variation in writing , the builder may withdraw the request or acceptance, as applicable.
<i>Where work is required urgently</i>	20.5	Notwithstanding the above, the builder is not required to create a variation document before carrying out the varied work if that work is required to be carried out urgently and it is not reasonably practicable in the particular circumstances to do so.
<i>If the price is not agreed</i>	20.6	If the price of a variation is not agreed, the price is: <ul style="list-style-type: none"> (a) for additional work, the reasonable price for that work including an amount for the builder's margin; and (b) for omitted work, the reasonable price for that work.
<i>Payment of variation</i>	20.7	The price of a variation is due and payable at the next progress payment after it is carried out unless a different time is agreed.
<i>Owner must not refuse where work is required by law</i>	20.8	The owner must not refuse a request by the builder for a variation where the variation is required for the works to comply with the law.
<i>Natural materials</i>	20.9	The owner acknowledges that the colour and grain of timber, granite and other natural materials can vary. The builder is to use reasonable endeavours to match the colour or grain of any sample selected by the owner but is under no liability if there is a difference and such a difference is not a variation .

Clause 21. Prime cost and provisional sum items

- Owner to give notice of selection* 21.1 The **owner** must give the **builder** written notice of the **owner's** selection of a prime cost item in sufficient time to ensure that there is no delay to the carrying out of the **works**.
- Alternative selection* 21.2 If a prime cost item selected by the **owner** is unavailable, the **owner** must give the **builder** written notice of an alternative selection within 5 **working days** of the **builder** advising of the unavailability.
- Builder to give notice of substitute* 21.3 If the **owner** does not give an alternative selection, the **builder** may give the **owner** written notice of the **builder's** intention to select an alternative item that is similar in quality to the unavailable item including details of the proposed alternative item.
- Owner to agree or reject substitute* 21.4 If within 5 **working days** of receiving the **builder's** notice the **owner** does not give the **builder** written objection to the alternative item, the **owner** is deemed to have agreed to that alternative item. If the **owner** does object, the **builder** may suspend the **works** under Clause 19 until the item selected by the **owner** is available.
- Prime cost items* 21.5 Each prime cost item must be described and have an allowance stated next to it in **Schedule 3** or a schedule forming part of this **contract**. The allowance is the estimated price of supplying and delivering the item to the **owner** and does not include an amount for the **builder's margin**.
- Provisional sum items* 21.6 Each provisional sum item must be described and have an allowance stated next to it in **Schedule 3** or a schedule forming part of this **contract**. The allowance is the estimated price of providing the labour and materials to the **owner** and does not include an amount for the **builder's margin**.
- Cost adjustment* 21.7 In relation to each prime cost item and provisional sum item if the actual price of supplying the item or providing the work is:
- (a) less than the allowance, the difference is deducted from the **contract price**; or
 - (b) more than the allowance, the total of the difference plus the relevant margin on excess stated in **Schedule 3** or a schedule forming part of this **contract** applied to the difference is added to the **contract price**.
- When adjustment is payable* 21.8 Any adjustment to the contract price for a prime cost item or a provisional sum item is due and payable with the progress payment in which the amount for that item is included.
- Builder to give evidence of cost* 21.9 The **builder** must give the **owner** evidence of the cost of the prime cost item or provisional sum item when claiming payment for that item.
- Footings, slab etc.* 21.10 Where the provisional sum relates to excavation, footings or the slab, the **builder** is only entitled to claim an amount in excess of the allowance where the **builder** had the **foundations data** when the **builder** entered into this **contract**, the need for the additional amount can not be established from that data.

Clause 22. Excluded items

- Items that are not part of the works* 22.1 The **owner** and the **builder** agree that the materials, goods, labour and services shown in the **contract documents** and which are set out in **Schedule 4** are excluded from the **works** and the cost of those items are not included in the **contract price**.

Clause 23. Other costs

Owner to pay cost increase

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

Clause 24. Materials etc. supplied by owner

Owner's obligation

- 24.1 Materials, goods and work to be provided by the **owner** must be:

- (a) suitable for including into the **works**;
- (b) supplied or completed in the time required by the **builder**;
- (c) new unless otherwise specified; and
- (d) completed to the **builder's** satisfaction.

Builder not responsible

- 24.2 Notwithstanding Clauses 24.3 and 24.4, the **builder** is not responsible for the performance and suitability of materials, services, labour and goods provided by the **owner**.

Defective items or materials

- 24.3 The **builder** may reject any item or material supplied by the **owner**, if the **builder** believes that item or material to be defective, and require the replacement or correction of that item or material.

Defective work

- 24.4 The **builder** may reject any work carried out by or on behalf of the **owner** or by the **owner's** contractor and require that the **owner** or the **owner's** contractor replace, correct or remove the defective work.

Owner's risk

- 24.5 Notwithstanding Clause 14.4, all materials and goods supplied and work carried out by the **owner** or the **owner's** contractors on the **site** are at the risk of the **owner**.

Conditions for the owner's works

- 24.6 If the **owner** carries out or causes to be carried out other work on the **site** while the **works** are being carried out then the **owner** must, and must ensure that the **owner's** contractors:
- (a) do not interfere with the progress of the **works**;
 - (b) hold and maintain the same insurance coverage as the **builder** is required to hold and maintain under this **contract** in relation to their works;
 - (c) hold an appropriate licence to carry out the work;
 - (d) observe all relevant occupational health and safety laws and the requirements of the **builder** in regard to occupational health and safety;
 - (e) obey all directions issued by the **builder** regarding the co-ordination and timing of their works on the **site**;
 - (f) co-operate with all of the other workers and contractors on the **site**.

Evidence of licences etc.

- 24.7 The **owner** must, on request, give the **builder** evidence of all licences and insurances referred to under Clause 24.6.

Builder may exclude people

- 24.8 If the **owner** or the **owner's** contractors do not observe all of the requirements in Clauses 24.6 and 24.7 the **builder** may exclude or direct the **owner** or the **owner's** contractors to leave the **site**.

Builder's rights on the owner's breach

- 24.9 If the **owner** breaches this Clause the **builder** may:
- (a) carry out the **works** without incorporating such materials, services or goods; or

- (b) do either or both of the following:
 - (i) suspend the carrying out of the **works** under Clause 19;
 - (ii) end this **contract** under Clause 28.

Clause 25. Practical completion

- | | | |
|---|------|---|
| <i>Builder to give estimate</i> | 25.1 | The builder must, at the owner's request from time to time, give a non-binding estimate of when practical completion will be reached. |
| <i>Builder to give notice and claim</i> | 25.2 | When the builder believes the works have been completed the builder must give the owner : <ul style="list-style-type: none"> (a) a defects document listing minor defects and minor omissions: <ul style="list-style-type: none"> (i) that are agreed to exist and the time for when those items will be completed or rectified; (ii) that the owner claims to exist but the builder does not agree with; and (iii) that is signed by the builder; and (b) a notice of practical completion stating the builder's opinion of the date of practical completion; and (c) the final claim. |
| <i>Final claim</i> | 25.3 | Subject to Clause 25.4, the owner must, within 5 working days of receiving the final claim , pay the amount of the final claim to the builder . |
| <i>Owner's notice</i> | 25.4 | If the owner believes that practical completion has not been reached the owner must, within 5 working days of receiving the notice of practical completion , give the builder a written notice stating: <ul style="list-style-type: none"> (a) the owner's requirements for the works to reach practical completion; and (b) the provisions of this contract that relate to each requirement. |
| <i>Builder's response</i> | 25.5 | The builder must, on receiving the owner's notice, complete those requirements that, in the builder's opinion, are necessary to reach practical completion . |
| <i>Further notice by builder</i> | 25.6 | On completion of those requirements the builder must give a further notice of practical completion stating the new date of practical completion , and the owner must, within 5 working days of receipt pay the amount of the final claim to the builder . |
| <i>Payment is evidence</i> | 25.7 | The owner's payment of the final claim is conclusive evidence of the builder's satisfaction, and discharge, of the builder's obligations in connection with the subject matter of this contract except for: <ul style="list-style-type: none"> (a) fraud, dishonesty or fraudulent concealment relating to the works; (b) the builder's liability under Clause 27.1; and (c) the builder's liability under a statutory warranty set out in Clause 36. |
| <i>Date of practical completion</i> | 25.8 | The date stated in the last notice of practical completion is deemed to be the date of practical completion unless within 5 working days of receiving the last notice of practical completion the owner gives the builder written notice: <ul style="list-style-type: none"> (a) disputing the date; and (b) detailing the reasons why the date is disputed. |

Clause 26. Owner taking possession

Illegal early possession

- 26.1 The **owner** is not entitled to:
- (a) take control of, possession of or use the **works** or any part of the **works**; or
 - (b) receive the keys for the **works**,
- until the **builder** has been paid the **contract price**, adjusted by any additions or deductions made under this **contract**.

Agreed early possession

- 26.2 The **builder** may by written notice to the **owner** permit the **owner** to:
- (a) take control of;
 - (b) take possession of; or
 - (c) use,

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

Consequences of taking possession

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

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

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

Rights to suspend 26.5 If the **builder** elects to give a notice to remedy breach under

Clause 26.3(b), the **builder** is still entitled to suspend the carrying out of the **works** under Clause 19.

Accepting variation

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

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

Release

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

Indemnity

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

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

(b) any direction to rectify or complete any part of the **works** omitted under Clause 26.3(c) issued by the Queensland Building and Construction Commission.

- Risk* 26.9 The **works** are at the risk of the **owner** on and from the **owner** taking possession of the **works** or any part of the **works** or from the **date of practical completion**, whichever occurs first.
- Continuing rights* 26.10 The rights of the **builder** and obligations of the **owner** under this Clause 26 continue to be in effect after the ending of this **contract**.

Clause 27. Defects liability period

- Builder to fix defects* 27.1 The liability period for any non-structural defects (except for minor settlement or minor shrinkage) is 12 calendar months from the **date of practical completion**.
- Owner to give access* 27.2 The **owner** must give the **builder** access to the **site** during the **builder's** normal business hours to rectify any defects or other faults.

Clause 28. Termination by default

- When the builder is in substantial breach* 28.1 The **owner** is entitled to give a notice to remedy breach under Clause 28.3 if the **builder** is in substantial breach of this **contract**. The **builder** is in substantial breach of this **contract** if the **builder**:
- (a) suspends the carrying out of the **works**, other than under Clause 19;
 - (b) has the **builder's** licence cancelled or suspended; or
 - (c) is otherwise in substantial breach of this **contract**.
- When the owner is in substantial breach* 28.2 The **builder** is entitled to give a notice to remedy breach under Clause 28.3 if the **owner** is in substantial breach of this **contract**. The **owner** is in substantial breach of this **contract** if the **owner**:
- (a) does not pay progress payments as required by Clause 4;
 - (b) does not pay the **deposit** as required by Clause 4.2;
 - (c) does not give evidence of the **owner's** capacity to pay the **contract price** from time to time as required by Clause 7.3;
 - (d) where a **lending body** is stated in **item 6**, does not comply with:
 - (i) the requirements of Clauses 7.2 or 7.3;
 - (ii) any of the requirements of the **lending body**; or
 - (iii) the requirements of Clause 5.2;
 - (e) does not establish or maintain the **security account** as required by Clause 8;
 - (f) enters the **site** in breach of Clause 10;
 - (g) interferes with or obstructs the **builder** or the **builder's** workers, suppliers or subcontractors in carrying out the **works** in breach of Clause 10.3;
 - (h) does not give an instruction within 5 **working days** of becoming aware of a problem under Clause 13;
 - (i) does not, or does not ensure that the **owner's** contractors, comply with the requirements of Clause 24;

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

Clause 29. Termination for insolvency

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

(b) becomes or is bankrupt or seeks to take advantage of the laws relating to bankruptcy; or

(c) has a Court order made for the winding up of the party or a resolution for its winding up is made, and

as a consequence, that party is unable to perform its obligations under this **contract**, the other party may immediately end this **contract** by giving written notice to that party to that effect.

Builder's rights on ending of contract

29.2 The **builder** is entitled to be paid all amounts calculated in accordance with Clause 28.7 if this **contract** is ended under this Clause 29.

Clause 30. Assignment and subcontracting

No assignment without consent

30.1 Neither party may assign this **contract** or any payment or any other right, benefit or interest under this **contract** without the prior written consent of the other party.

Builder may subcontract

30.2 The **builder** may subcontract any part of the **works** but such subcontracting does not relieve the **builder** from the **builder's** obligations under this **contract**.

Clause 31. Notices

When given and received

31.1 Unless otherwise stated in this **contract**, a notice is deemed to be given and received if the notice is:

(a) delivered by hand to the other party;

(b) posted by ordinary pre-paid mail to the other party's last known address, 2 **working days** following the day it was posted;

(c) sent by facsimile transmission to the party's last known facsimile number, on receiving confirmation of transmission and

(d) e-mailed to the party's current e-mail address.

Clause 32. Late completion damages

When the owner is entitled

32.1 If the **works** do not reach **practical completion** by the end of the **building period** the **owner** is entitled to liquidated damages in the sum specified in **item 15** for each **day** after the end of the **building period** to and including the earlier of:

(a) the **date of practical completion**;

(b) the date this **contract** is ended; or

(c) the date that the **owner** takes control of, possession of, or use of the **site** or any part of the **site**.

Right of set-off

32.2 The **owner** may set-off or deduct its claim for liquidated damages under Clause 32.1 from the **final claim** payment to the **builder**.

Clause 33. Default interest

Default interest

33.1 The **builder** may charge the **owner** interest at the rate stated in **item 8** of Schedule 1 from the day on which an amount falls due to be paid to the **builder** up to and including the day that amount is paid.

Clause 34. Debt collection costs

Owner to pay additional costs

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

Clause 35. Charge on materials and the site

Charge over the site

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

Charge over the land

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

Owner to sign a mortgage

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

Owner to pay fees and duties

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

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

Guarantee

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

Clause 36. Statutory warranties

Builder's warranties

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

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

Meaning of relevant criteria

- (g) each provisional sum item allowance, if calculated by the **builder**, has been calculated with reasonable skill and care, having regard to all the information reasonably available when this **contract** is entered into (including information about the nature and location of the **site**).
- 36.2 The relevant criteria for materials for the purpose of Clause 36.1(a) means:
- (a) generally accepted practices or standards applied in the building industry for the materials; or
 - (b) specifications, instructions or recommendations of manufacturers or suppliers of materials.

Clause 37. Disputes

Reference to the QBCC and/or QCAT

- 37.1 If any dispute or difference between the **owner** and the **builder** arises in connection with the subject matter of this **contract** then either party may give to the other party written notice of such dispute or difference, and such dispute or difference may be referred for determination to the Queensland Building and Construction Commission and/or Queensland Civil and Administrative Tribunal as per Section 77 of the Queensland Building and Construction Commission Act 1991.

Clause 38. Interpretation

Meanings

- 38.1 In this **contract**, except where the context otherwise requires:
- '**all weather access**' means reasonable access to the **site** as reasonably required by the **builder** for the **builder** to carry out the **works**, including in conditions resulting from **restricted access**;
 - '**anticipated start date**' means the date stated in **item 14**, subject to Clause 2.1;
 - '**builder**' means the party named in **item 4** and includes the **builder's** successors, permitted assigns and, where appropriate, includes anyone acting with the **builder's** express authority;
 - '**builder's margin**' means the percentage of an amount to cover the **builder's** administration costs, overheads and profit being 20%.
 - '**building period**' means the number of **days** stated in **item 13** as extended by Clause 17;
 - '**commencement**' means:
 - (a) when the **builder** commences physical construction on **site** of the footing, slab or drainage system; or
 - (b) where the **works** do not include construction of a footing, slab or drainage system, when work to change an on-site fixed structure has physically commenced;
 - '**contract**' means the agreement between the parties set out in the **contract documents**;
 - '**contract documents**' means these general conditions, any special conditions, the specification, the plans and other documents specified in **item 16**;
 - '**contract price**' means the amount stated in **item 2**;

Owner Copy



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

'**days**' means calendar days;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

'**security account money**' means an amount equal to the **contract price**, adjusted by any additions or deductions made under this **contract**, less the total of any money being advanced by the **lending body** and any payments received by the **builder**;

'**site**' means the whole of or that part of the **land** reasonably required by the **builder** for the carrying out and completion of the **works**;

'**stage**' means the relevant stage as described in **schedule 2**;

'**statutory or other authority**' means a person authorised under the Building Act or the Local Government, State or Federal Government or any government agency that has power to affect the **works**;

'**time allowances**' means a delay to the carrying out of the **works** caused by inclement weather that is reasonably likely to delay the carrying out of the **works** and for which a description and an allowance are set out in **item 13**;

'**unforeseen circumstances**' means an actual surface or sub-surface condition of the **site** which will not support or is likely to affect the **works** or cause an increase in the **contract price**;

'**variation**' means;

- (a) an omission, addition or change to the **works**; or
- (b) a change in the manner of carrying out the **works**;

'**variation document**' has the meaning in Clause 20.1;

'**works**' means the **works** to be carried out, completed and handed over to the **owner** in accordance with this **contract** as shown in the **contract documents** including **variations**;

'**working days**' means **days** other than **non-working days**, and like words have a corresponding meaning.

Defined terms indicated

38.2 Whenever a defined term appears in this **contract** it is in bold text.

Construction

38.3 In this **contract**:

- (a) words denoting the singular number only include the plural number and vice versa;
- (b) a reference to any gender includes every other gender;
- (c) words denoting individuals only includes corporations and vice versa;
- (d) where a period of time is specified by a number of **days** and the last day of the period falls on a **non-working day** such period is extended to end on the next **working day**; and
- (e) the general notes, clause headings and side notes do not form part of this **contract** and cannot be used in its interpretation.

Governing law

38.4 This **contract** is to be construed under the law of the State of Queensland.

Where more than one owner

38.5 If there is more than one **owner**:

- (a) the obligations in this **contract** apply to each **owner** individually and to all **owners** as a group;
- (b) a quote, notice, claim or any other communication to the **owner** has only to be given to one of the **owners**; and
- (c) only one **owner** has to sign a quote, notice, instruction or other communication to bind all **owners**.

No waiver

38.6 Except as provided at law or in equity or elsewhere in this **contract**, none of the provisions of this **contract** may be varied, waived, discharged or released, except with the prior written consent of the parties.

Severance

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

Owner Copy





TERMITE MANAGEMENT SYSTEM ACKNOWLEDGEMENT FORM

Builders Name: **G Developments Pty Ltd** ABN: 77 116 332 220

NEW DWELLING

At Lot 203, (15) Destiny Street, Morayfield QLD 4506

I

Owner/s/Purchase/s of the above described property acknowledge that the licensed contractor has fully explained to Me/Us and I/We fully understand the termite risk management measures set out below:

- ❖ The Termicide Termite Management System
- ❖ The Termicide Termite Management System Warranty
- ❖ The concrete slab to AS 2870-2011
- ❖ The requirements for an ongoing in section program and maintenance responsibilities
NB: 75mm Inspection zone.

And that:

- ❖ The agreed system of protection for this building work is:
 - TERMICIDE FRIZBEES – CONCRETE SLAB PENETRATIONS
 - TERMIGLASS PHYSICAL TERMITE MANAGEMENT SYSTEM
 - TERMICIDE TERMITE BARRIER – RETICULATION
 - TERMICIDE TERMITE BARRIER – BIOFILM
 - TERMICIDE TERMITE BARRIER – BIOFILM COLD JOINTS
 - TERMICIDE TERMITE BARRIER – TERMSEAL
- ❖ The above systems are deemed to satisfy as per the ABCB NCC 2019 Volumes One and Two Section 5.2 and AS 3660 Termite Management Series.
- ❖ I/We have received the Termicide Information Pack with respect to the above.

Signature/s Owner: _____ **Date:** ____ / ____ / ____

Signature/s Builder: _____ **Date:** ____ / ____ / ____