

STOP! FILL THIS OUT FIRST!!



CONTRACT ADMINISTRATION REQUIRED CONTACT LIST

To ensure that all parties involved in the exchange of contracts receive countersigned copies of the contracts as well as any information pertaining to these please ensure that all contact details are recorded on this form
In particular please ensure that you have included your email address as this is the preferred method of communication.
Thank you.

Property Address

Sales Agent

Company

Contact Person/s

Postal Address

Email Address

Phone / Mobile Nos

Fax Number

Purchaser/s

Purchaser 1

Purchaser 2

Postal Address

Email Address

Phone / Mobile Nos

Fax Number

Purchaser's

**Financier /
Broker**

Company

Contact Person/s

Postal Address

Email Address

Phone / Mobile Nos

Fax Number

Purchaser's

**Solicitor or
Conveyancer
acting on
Purchaser's
behalf**

Company

Contact Person/s

Postal Address

Email Address

Phone / Mobile Nos

Fax Number

If you have any questions please contact -

Kyle Oaringbold

Contracts & Settlements Co-ordinator

Hawkscrest Property Group Pty Ltd

Phone: 1300 429 539

Fax: 1300 872 483

Email: kyle@hawkscrestproperty.com

Hawkscrest
Property Group

VICTORIAN NEW HOMES CONTRACT OCTOBER 2004



HOUSING INDUSTRY ASSOCIATION



AHB Australia Pty Ltd

OWNER/S –
JOB LOCATION – Lot 810 Viewhill Court, Doreen.....
HIA Membership No. 912757

TO VERIFY THAT YOUR BUILDER IS A MEMBER OF THE HIA
CALL 1902 973 555

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How to Complete and Sign a HIA Contract

A contract is comprised of three sections

SECTION A - HIA Contract

Preliminaries:

- First Page - Insert Owners Name
- Second Page* - Attention to the Purchaser - Purchaser to Sign & Date
- Third Page* - House Contract - Purchaser to Sign & Date
- Fourth Page - Customer Privacy Statement - Purchaser to Sign & Date
- Sixth Page - Checklist – Purchaser to Sign & Date

* This page may not be in some contracts

Particulars of Contract

- Page One - Insert owners name, current address, phone numbers and lending body
- Purchaser to initial page
- Page Two - Purchaser to Sign where it says “Signed Owner/s”
- Witness to sign where it says “Signed Witness”
- Date Page
- Purchaser to initial page
- Pages 3 to 9 - Purchaser to initial each page
- Page 10 - Purchaser to Sign
- Purchaser to initial page
- Page 11 - Purchaser to initial page
- Page 12 - Purchaser to Sign, Print Name and Date
- Purchaser to initial page
- Pages 13 to 38 - Purchaser to initial each page (Page 36 is intentionally blank)
- Page 39 - Owners Consent Form - Insert “Owners Name”, “Address”,
- Insert “Job Address”
- Sign, Print Name and Date
- Purchaser to initial page
- Page 40 - Account Closure & Transfer Request
- Completed Sections 2, 3 and 4 (Ignore date of account closure/transfer section)
- Purchaser to initial page

SECTION B - Specification

- AHB Tender Document – 3 pages - Purchaser to enter Name, Address, Phone numbers and email details
- Purchaser to Sign & Date all three pages
- AHB Invest Specification – 3 pages - Purchaser to Initial & Date all three pages
- Fencing Request - 3 pages - Complete and sign only ONE form relevant to the property location

SECTION C- Plans

Purchaser to Sign & Date every page

ATTENTION TO THE PURCHASER

Please read this document carefully before signing.

This Building Contract contains the entire terms agreed between the Builder and the Purchaser.

The Purchaser acknowledges and agrees that no Sales or Marketing Agent or Consultant has the authority from the Builder to make representations or assurances on behalf of the Builder or do anything else on behalf of the Builder other than what is set out in the building contract.

The Purchaser promises that no representation, warranties or assurance, unless set out in this Building Contract have been made to the Purchaser by the sales or marketing agent or by any other third party which have influenced or induced the Purchaser to enter into this Building Contract.

Further, the Purchaser acknowledges and agrees that the Builder will not be liable for:

- a) Any representation or assurance made by on or behalf of the Builder; or
- b) Any advice, representation or assurance made by any sales or marketing agent in connection with taxation, property, investment or the property market, which may or does result on any loss, expense, cost or liability to the Purchaser,

Unless the representation, assurance, advice or warranty is set out in this Building Contract.

The Purchaser acknowledges that no real estate agent, tradesman, consultant or other person employed or engaged by the Builder has the authority to waive or amend any terms of this Building Contract.

The Purchaser promises to the Builder that it has not relied on any artist's impression, model, display unit, sketch, specification or sales aid of any description except the documents contained in this Building Contract.

The provisions of this clause, which forms part of the Building Contract, are a complete bar to any claim made by the Buyer in connection with any alleged misrepresentation or misleading and deceptive conduct if any claim is based upon representations not contained in this Building Contract.

The Purchaser:

- a) Acknowledges that the Builder has not authorized any party to make representations on it's behalf regarding on-sales of the property prior to completion;
- b) Acknowledges that the Builder repudiates any such representation purported to be made on it's behalf; and
- c) Agrees that the builder is not liable for any such representation.

In this case, unless the context otherwise requires, the terms "Building Contract" includes, the Tender Document (if any) and all statements and materials obtained in them.

Purchaser

Builder

Purchaser

Date

Date

House Contract

Special Notes and Conditions

1. The Purchaser is responsible for the following items, following endorsement of the AHB Australia Pty Ltd Tender Document
 - If finance is required to complete the purchase then, within 7 days of the Contract being signed, making a formal loan application with a Lending Authority for a loan to ensure the Purchaser is able to complete this purchase;
 - Providing evidence to the Builder within 30 days of endorsement of the AHB Australia Pty Ltd Tender Document that the Purchaser has sufficient funds to complete the purchase and in the event that the purchaser obtains finance from a Lending Authority the Purchaser must provide the Builder with a copy of a letter confirming the finance has been unconditionally approved;
 - Endorse any Contracts of Sale or Building Agreements provided by the Builder within 7 days of their production;
 - Select one of the professionally pre-selected colour schemes (Pre-selected schemes may not be able to amended);
 - Endorse any documents required by their lender or the Builder to ensure that construction commences in accordance with the terms of the Contracts;
 - Provide the Builder with written "Owners Consent Form".

Any failure by the Purchaser to ensure the above items are completed in a timely fashion may, at the Developers discretion, result in the property being placed back on the market for sale.
2. No allowance has been made for the variations and amendments that are not stated in this contract. This is a fixed price contract for the specific works and inclusions noted in this document and does not provide for unseen land or permit conditions.
3. This contract is valid for a period of 90 days from the day it has been signed by the owner and the builder, by which time the Builder anticipates receiving the final authority to commence construction. This authority to commence is in effect once the Builder has received confirmation, either from the Purchaser or their Lender, that any mortgage documents have been signed, proof that land settlement has taken place, and colour selection has been signed and if required under the terms of the Contract, consent to build has been received. After the expiration of 90 days from the day of signing this contract the builder is entitled to charge the building owner a further 3% of the contract price
4. If the Purchaser intends to obtain the First Home Owners Grant then the Builder warrants that it has not made any promises to the Purchasers that they will qualify for the Grant. The Grant is accessed and administered by the Government Authority that the Builder has no control or influence over.
5. This contract is based on the price being paid by progress payments being nominated in the Contract.
6. The working drawings in this contract may not be the final drawings and may change as a result of developers requirements, statutory, council or other regulatory requirements, cross over location and other requirements as may arise from time to time.

Purchaser's signs as acknowledgement of understanding and acceptance:

Purchaser

Date

Customer Privacy Statement

AHB Australia Pty Ltd through its subsidiaries offers a wide variety of new unit, house and land products and related finance services.

The AHB Australia Pty Ltd, through its offices and agents, needs to collect personal information from its customers so that we are able to:

- Coordinate and administer the provision of products to you the customer;
- Determine your ongoing unit, house and land requirements and service needs;
- Provide the appropriate products or service;
- Improve our product range and services.

Without such information, we cannot provide the product or service concerned and would be unable to do business with you.

All the companies that form the AHB Australia Pty Ltd may, from time to time provide personal information about customers to each other and to all companies with whom the AHB Australia Pty Ltd, deals.

The companies and associated subsidiaries which are part of the AHB Australia Pty Ltd include, but are not limited to, the following:

AHB Australia Pty Ltd
AHB Holdings Pty Ltd
AHB Developments Pty Ltd
Progress 168 Pty Ltd
Synergy 168 Pty Ltd
PKG Pty Ltd
Manor Lakes Real Estate

Protecting your privacy is a priority in the AHB Australia Pty Ltd normal business practices and operations.

We cannot disclose personal information to any third party organization, with the exception of those organizations contracted to members of the AHB Australia Pty Ltd to provide administrative services or activities in servicing our client's needs.

When communicating personal information to third party organizations, the AHB Australia Pty Ltd will take reasonable steps to ensure that the relevant third party organization not only has an appropriate privacy regime in place, but is also bound by the same privacy rules we follow.

Occasionally, the AHB Australia Pty Ltd might use personal information to provide you, the customer with product related material on a range of those products and services offered by our unit, housing or finance divisions. This information will be provided by the AHB Australia Pty Ltd

You as the customer may at any time:

- Change your mind about receiving product related material or information;
- Process personal information that we hold about you;
- Obtain more information about the AHB Australia Pty Ltd
- Obtain a copy of our Privacy Policy.

You may make any of these enquiries by writing to telephoning or visiting the relevant office.

In signing the new home quotation document, you agree to allow the AHB Australia Pty Ltd collect, use and disclose your information, including where necessary, sensitive and health information, in accordance with the AHB Australia Pty Ltd Privacy Statement incorporated in this document and the AHB Australia Pty Ltd Privacy Policy.

Purchaser's signs as acknowledgement of understanding and acceptance:

.....
Purchasers Signature:

.....
Purchasers Signature:

.....
Date:

.....
Date:

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

COOLING OFF PERIOD

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

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

..... ∇
DETACH ALONG DOTTED LINE

NOTICE THAT CONTRACT IS ENDED

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

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

To Pasquale Garofalo (Builder)

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

Building Owner's signature.....

Date: / /

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

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

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

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

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

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

Read, signed and dated by the Building Owner

Date: / /

INDEX

	Page
PARTICULARS OF CONTRACT	1, 2
SCHEDULE 1	3, 4, 5
SCHEDULE 2 Prime Cost Items and Provisional Sums.....	6
SCHEDULE 3 Construction Stages and Table.....	7
Method 1 Progress Payments	8
Method 2 Progress Payments	9
ATTACHMENT 1	10
SCHEDULE 4 Special Conditions.....	11
SCHEDULE 5 Excluded Items	11
SECTION A INTERPRETATION	
Clause 1 Definitions	12, 13
Clause 2 Headings, Footnotes, etc.....	14
Clause 3 Contract Complete in Itself.....	14
Clause 4 Joint and Several Obligations	14
Clause 5 Assignment and Sub-letting.....	14
Clause 6 Notices.....	14
SECTION B MAIN OBLIGATIONS OF THE PARTIES	
Clause 7 Building Act Insurance.....	15
Clause 8 Finance	15
Clause 9 Deposit.....	15
Clause 10 Builder's Commencement and Completion Times	15, 16
Clause 11 Statutory Warranties.....	16
Clause 12 Owner Must Pay the Contract Price	16, 17
Clause 13 Owner Must Provide Essential Information	18
SECTION C BEFORE WORK BEGINS	
Clause 14 Owner to Supply Documents.....	19
Clause 15 Copyright	19
Clause 16 Interpretation of Contract Documents	19, 20
Clause 17 Owner Must Identify the Land.....	20
Clause 18 Building Permit Fees	20
Clause 19 Planning Approvals and Building Permits	21
Clause 20 Insurance.....	22

SECTION D DURING WORK

Clause 21	Variations to Statutory Laws	23
Clause 22	Variations to State or Commonwealth Tax Laws	24
Clause 23	Requested Variations.....	24
Clause 24	Effect of Variations	25
Clause 25	Owner Must Provide Land Access.....	25
Clause 26	Vehicular Site Access.....	25
Clause 27	Owner Must Not Direct Builder's Workers	25
Clause 28	Owner Must Arrange Lending Body Inspections	25
Clause 29	Builder to Claim Progress Payments.....	25, 26
Clause 30	Owner Must Make Progress Payments	26
Clause 31	Builder's Right to Agreed Damages.....	26
Clause 32	Unfixed Materials on Site.....	26
Clause 33	Prime Cost Items and Provisional Sums	26, 27
Clause 34	Builder's Right to Extensions of Time	27, 28
Clause 35	Suspension of Work	29

SECTION E COMPLETION OF WORKS

Clause 36	Final Inspection.....	29
Clause 37	List of Defects and Final Payment	29,30
Clause 38	Handover and Final Payment.....	30
Clause 39	Defects Within the 3 Month Period	30
Clause 40	Owner's Claim for Agreed Damages.....	31
Clause 41	Ending This Contract Under Bankruptcy or Liquidations	31
Clause 42	Builder's Right to End This Contract	31, 32
Clause 43	Owner's Right to End This Contract	32, 33
Clause 44	Owner May Get Another Builder to Finish Work	33
Clause 45	Subcontracting	33
Clause 46	No Waiver.....	33
Clause 47	Severance.....	33

SECTION F DISPUTES AND TRIBUNAL

Explanatory Notes.....	33
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ATTACHMENT 2	Directors' Guarantee.....	37, 38
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PARTICULARS OF CONTRACT

THIS CONTRACT IS BETWEEN:

NOTE

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

OWNER/S –

Of

House number –

Street –

City / Suburb –

State –

Postcode –

Home Telephone –

Business Telephone –

Mobile –

Email –

BUILDER Pasquale Garofalo

ACN 116 651 346 HIA Membership No. 912757

of 56 Barclay Road, Derrimut VIC, 3030

Telephone (03) 8390 1000 Fax (03) 8390 1001

Registered Building Practitioner

Residential - Unlimited

Reg. No. DB-U22873

THE BUILDING WORKS:

NOTE

These documents must be signed and dated with the Contract.

Single storey brick veneer dwelling with double lock up garage.

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

The **SPECIFICATIONS** include 3 pages that were prepared and supplied by AHB Australia Pty Ltd

here are 6 sheets of **PLANS** and they were prepared AND supplied by AHB Australia Pty Ltd

There are N/A sheets in the **ENGINEER'S DESIGN/S** AND it/they, was/were, prepared by to be advised.

for the **BUILDER**

LENDING DETAILS:

The **LENDING BODY** is.....

of.....

.....

**WARRANTY/
PROFESSIONAL
INDEMNITY INSURER**

INSURER: Vero
Of Level 10, 15 William Street, Melbourne
Postcode 3000
Telephone 9245 8048 Fax 9245 8050

Name of Insured of the owner

- 1(a) Except for the Builder's interest in this Contract and the legal requirement for it to be arranged in respect of the Building Works, the Builder receives no benefits in relation to arranging such insurance.
- 1(b) The Builder further confirms that such insurance may be arranged with an insurer of the Owner's choice.
- 2 The cost to the Owner for this insurance is nil.

THE LAND

at

The TITLE PARTICULARS are:

Volume No..... Folio No.....

Plan of Subdivision No:

Covenants, Restrictions and/or Easements on the Land

.....

SIGNED OWNER/S

NOTES

Only sign this Contract when:

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

SIGNED OWNER/S:

.....

(If more than one owner, all must sign)

SIGNED WITNESS:

Name

Address

SIGNED BUILDER

NOTE

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

SIGNED BY OR ON BEHALF OF THE BUILDER:

.....

.....

SIGNED WITNESS:

Name

Address

CONTRACT DATE

NOTE

Insert date when Contract is signed by both parties.

DATE OF CONTRACT

/ /

SCHEDULE 1

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

NOTE

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

220 Days excluding the following estimates for delays:

- Inclement weather and the effects of inclement weather
20 days
- Weekends, public holidays, rostered days off and other foreseeable breaks in the continuity of the work
10 days
- Other days that are reasonable having regard to the nature of the Building Work 30 days over Christmas

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

	Item	Estimate
1	Conveying connection or installation of	
	(a) Gas	N/C
	(b) Electricity	\$220.00
	(c) Telephone to one point	N/C
	(d) Water	N/C
	(e) Sewerage	N/C
2	Issue of Planning Permit	By owner
3	Issue of Building Permit	Included
4	Other	
	(a)	\$.....
	(b)	\$.....

2. Contract Price (Clause 12)

Price excluding GST	\$181,045.45
GST on the above amount	\$18,104.55
Contract Price including GST	\$199,150.00

The **Contract Price** is GST inclusive.

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

- additional costs caused by any deficiency or conflict within the Contract Documents (Refer to Clause 16);
- additional building permit fees (Refer to Clause 18);
- variations including those required by the council/registered building surveyor (Refer to Clause 21);
- the cost of providing access where applicable (Refer to Clause 26);
- interest on overdue payments (Refer to Clause 31); and
- the actual cost of Prime Cost Items and work for which Provisional Sums have been specified exceeding the estimates set out in the Contract (Refer to Clause 33).

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

WARNING TO OWNER AS TO PRIME COST ITEMS

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

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

3. Deposit

(Clause 9)

\$9,957.50 5% if Contract Price)

**4. Person responsible for
obtaining and paying for
planning approval and
number of days to
obtain Building Permit
(Clause 19)**

By owner

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

AHB Australia Pty Ltd

within 55 days of the builder receiving evidence of the Owner's title to
the Land and ability to pay under Clause 13.

**6. Percentage if Contract
is ended**

(Clauses 19.4 and 21.4)

25%

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

7 days

- | | |
|---|--------------------------|
| <p>8. Agreed interest for late Progress Payments
(Clause 31)</p> | <p>18% per annum</p> |
| <p>9. Agreed damages for late completion of the Building Works
(Clause 40)</p> | <p>\$250.00 per week</p> |
| <p>10. Percentage applicable to extra work
(Clauses 12.2, 17.2 and 21.2)</p> | <p>25%</p> |
| <p>11. Lending Body Finance.....</p> | |

Finance \$ with approval
to be within days
from the date of this Contract (14 days
unless otherwise agreed)

- | | |
|---|--------------------------|
| <p>12. Agreed damages for delays
(Clause 34.1)</p> | <p>\$250.00 per week</p> |
|---|--------------------------|

SCHEDULE 2

PRIME COST AND PROVISIONAL SUM ITEMS AND ALLOWANCES

Refer to procedures in Clauses 12 and 33

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

PRIME COST ITEMS FITTINGS, FIXTURES, MATERIALS ONLY				
DETAILED DESCRIPTION OF THE ITEM	QTY	\$ PER UNIT	\$ ALLOWANCE	MARGIN ON EXCESS (if nothing stated 20%)
Please refer to contract estimate				

PROVISIONAL SUM ITEMS LABOUR AND MATERIALS				
DETAILED DESCRIPTION OF THE WORK	QTY	RATE	\$ ALLOWANCE	MARGIN ON EXCESS (if nothing stated 20%)
Please refer to contract estimate				

SCHEDULE 3

CONSTRUCTION STAGES APPLICABLE TO METHOD 1 PROGRESS PAYMENTS

'Base stage' means	<p>(a) in the case of a home with a timber floor, the stage when the concrete footings for the floor are poured and the base brickwork is built to floor level;</p> <p>(b) in the case of a home with a timber floor with no base brickwork, the stage when the stumps, piers or columns are completed;</p> <p>(c) in the case of a home with a suspended concrete slab floor, the stage when the concrete footings are poured;</p> <p>(d) in the case of a home with a concrete floor, the stage when the floor is completed; and</p> <p>(e) in the case of a home for which the exterior walls and roof are constructed before the floor is constructed, the stage when the concrete footings are poured.</p>
'Frame stage' means	the stage when a home's frame is completed and approved by a building surveyor.
'Lock-up stage' means	the stage when a home's external wall cladding (Brick work only does not included weatherboard or cement sheet in fills) and roof covering is fixed, the flooring is laid and external doors and external windows are fixed (even if those doors or windows are only temporary).
'Fixing stage' means	the stage when all internal cladding, architraves, skirting, doors, baths, basins, troughs, sinks, cabinets and cupboards of a home are fitted and fixed in position.
'Completion' means	the Building Works are complete in accordance with the Contract Documents.

NOTE

This table is prescribed by Section 40 of the Domestic Building Contracts Act 1995.

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

TABLE

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

SCHEDULE 3 - METHOD 1

PROGRESS PAYMENTS

NOTE

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

Method 1

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

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

METHOD 1

STAGE	PERCENTAGE OF CONTRACT PRICE	AMOUNT
Deposit (Refer to Clause 9)	5%	\$9,957.50
<ul style="list-style-type: none"> Base stage []* Frame stage Lock-up stage Fixing stage Completion 	10% 15% 35% 25% 10%	\$19,915.00 \$29,872.50 \$69,702.50 \$49,787.50 \$19,915.00
TOTAL CONTRACT PRICE (Excluding Variations)	100% (Including Deposit)	\$199,150.00

SCHEDULE 3 - METHOD 2

PROGRESS PAYMENTS

NOTES

Under Method 2 the Builder and the Owner must agree on stages at which Progress Payments must be made.

Remember, the Owner must read and sign Form 1 of the Regulations (refer to Attachment 1 on page 10) before using Method 2.

FORM 2 OF THE REGULATIONS

Regulation 6(b)

The parties agree –

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

NAME OF STAGE	If this stage is not the same as a stage defined in section 40(1) of the Domestic Building Contracts Act 1995, what does this stage mean?	PERCENTAGE OF TOTAL PRICE	AMOUNT
DEPOSIT%	\$
.....%	\$
.....%	\$
.....%	\$
.....%	\$
.....%	\$
.....%	\$
.....%	\$
TOTAL CONTRACT PRICE (Excluding Variations)		100% (Including Deposit)	\$

ATTACHMENT 1

FORM 1 OF THE REGULATIONS

Regulation 6(a)

WARNING TO OWNER - CHANGE OF LEGAL RIGHTS

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

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

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

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

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

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

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

Signature of Building Owner.

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

SCHEDULE 4

SPECIAL CONDITIONS

1. In order to avoid any misunderstandings in regard to this contract, the following needs to be fully understood in an effort to maintain a good relationship between the parties to this contract:
 - a. It is the policy of the Builder not to enter into any oral arrangements
 - b. The Building Owner must not rely on any oral representations concerning any part of the works as they must be included in the documentation or they will not be recognized.
2. Both Parties acknowledge that the AHB Australia Tender Documents attached forms part of this contract.
3. The Builder reserves the right to amend the siting of the building works as described in this Building contract subject to the provision of services, council requirements and developer requirements, which shall be at the sole discretion of the Builder.
4. Location of meters and (if applicable) sub-access door: these items will be at the sole discretion of the Builder unless otherwise directed by the Building Owner prior to preparation of all the documentation Relating to this contract, however all this work must comply to the respective authorities requirements.
5. Whilst the Builder has agreed to provide the physical connection to water, storm water, sewer, gas and power subject to mains being located within the property boundaries, easement or the footpath immediately adjacent to the property, and in doing so pays the standard connection fee's the Builder does not agree to pay any consumer account opening fee's or for the consumption of water, power or gas during the construction process.
6. Rendering or Bagging: some rust stains may develop over a period of time to the tendered or bagged surface, which is normally due to metal particles in the sand used in the mix. As this is beyond the control of the Builder, it will therefore not be considered a defect.
7. Retaining Wall: In the event of a retaining wall being required, the Building Owner shall agree to have the said wall completed prior to the completion for the Builder to obtain an Occupancy Permit.
8. The bricks may vary from time to time in colour and face, however the Builder will endeavour to keep any variation to a minimum. The bricks must be accepted as delivered by the Brick Company, providing they have been correctly ordered.
9. Painting: Two internal paint colours and two external paint colours are included in the contract price. Any additional paint colours will incur an additional charge.
10. Colour of fixtures and fittings: colour may vary from time to time, for which the Builder will not be responsible, provided they have been correctly ordered.
11. Please note that appliances do not get fitted off until Handover is completed. The reason for this is to prevent theft of appliances between the completion of the works and the actual handover day. If the Owner requires that appliances are to be installed prior to handover, then the Owners may request the Builder in writing to install the appliances before handover. If the Owners so requests the Builder and or the appliances are fitted on the day of Handover and the final payment is not paid for any reason, the risk of loss and theft and damage to the appliances will remain with the Owner from the date of installation until Handover is completed.
12. The Builder reserves the right to substitute certain inclusions, brands or materials subject to availability but which shall not be of lesser quality than specified in the Inclusions List, which shall be at the sole discretion of the Builder.
13. The Purchaser is aware that a commission is paid to the Introducers of this Product.

14. Occupational Health & Safety The builder has a responsibility to provide a safe site to protect their staff, contractors, and authorized Visitors that need to visit the site whilst building the home. However, the Builder cannot take responsibility for the safety of visitors during unauthorized visits because of the inherent risks and dangers that exist on a building site hence unauthorized site visits are strictly prohibited.

The Owner may visit the site when accompanied by the Builders staff at a mutually convenient time for Inspection when the site is safe. Loose footwear and uncontrolled children will not be permitted on site.

As the Owner you accept and understand:

- a. There are risks to you and others during unauthorized visits to the site
 - b. Authorized site visits can be arranged with the Builder
 - c. The Builder accepts no responsibility for injuries or illness sustained during unauthorized site visits
15. Commencement date: For the purposes of this contract commencement date constitutes and commences upon the builder completing stage one (namely the base stage)
16. Cancellation of contract: Should the contract be cancelled for whatever reason the client is responsible to pay the builder for any expenses incurred by the builder in the preparation of this contract including reimbursement of all charges incurred in obtaining the building permit.
17. Fencing: The builder or their representatives will make all endeavours to obtain half share for fencing from the building owners neighbour. If the builder or their representative cannot obtain half share from the neighbour, the building owner will be liable for the full share of the fencing
18. Delayed Payments: Should the building owner delay payment of the progress claim than the builder will add the days from the time the payment was due to the time the payment was received to the completion time of the home. Each time the project is put on hold than the builder will add a further 14 days to the completion time of the home.
19. Unforeseen circumstances: The builder will add any time delays due to unforeseen circumstances to the building contract.
20. Client to note that lockup stage does not include the fitting of any weatherboard cladding, cement sheet infills and all external doors including roller doors. Fixing stage does not include the installation of bench tops, basins, sinks troughs and shelving. All these items will form part of the completion stage. The client cannot hold payment for any of these items not being installed.
21. Variations: Any variations made after this contract has been signed must be paid for upfront upon acceptance of the variations by the builder. Post contract variations will incur \$1000.00 administrative charge. Construction will not commence until all post contract variations are paid for.

Signed by Builder

Signed by Purchaser

Print Name

Print Name

Date Signed

Date Signed

EXCLUDED ITEMS

The Owner to sign here

A. INTERPRETATION

Definitions

NOTE

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

1.0

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

Definitions

Continued

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

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

B. MAIN OBLIGATIONS OF THE PARTIES

Building Act Insurance

7.0

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

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

NOTE

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

7.1

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

Finance

8.0

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

8.1

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

Deposit

9.0

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

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

9.1

The amount of the deposit must not be:

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

Commencement and Building Period

10.0

Commencement must occur within 60 **Days** after the **Builder** receives:

- the essential information from the **Owner** (Refer to Clause 13);
- all necessary building permits and planning approvals. (Refer to Clause 19); and
- payment of the deposit under Clause 9.

NOTE

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

10.1

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

10.2 The **Builder** will do everything that is reasonably possible to ensure that the work will start as soon as possible.

Statutory Warranties

NOTE

The Building Period may be extended due to further unforeseen delays as set out in Clause 34.

11.0 To the extent required by the Domestic Building Contracts Act the **Builder** warrants that:

- the **Building Works** will be carried out in a proper and workmanlike manner and in accordance with the **Plans** and the **Specifications** set out in this Contract;
- all materials to be supplied by the **Builder** for use in the **Building Works** will be good and suitable for the purpose for which they are used and that, unless otherwise stated in this Contract, those materials will be new;
- the **Building Works** will be carried out in accordance with, and will comply with, all laws and legal requirements including, without limiting the generality of this warranty, the Building Act 1993 and the regulations made under that Act;
- the **Building Works** will be carried out with reasonable care and skill and will be completed by the end of the **Building Period**;
- if the **Building Works** consists of the erection or construction of a home, or is work intended to renovate, alter, extend, improve or repair a home to a stage suitable for occupation, the home will be suitable for occupation at the time the work is completed; and
- If this Contract states the particular purpose for which the **Building Works** are required, or the result which the **Owner** wishes the **Building Works** to achieve, so as to show that the **Owner** relies on the **Builder's** skill and judgement, the **Builder** warrants that the **Building Works** and any material used in carrying out the **Building Works** will be reasonably fit for that purpose or will be of such a nature and quality that they might reasonably be expected to achieve that result.

Owner Must Pay the Contract Price

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

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

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

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

12.1 Should the following circumstances arise:

- that the authorised person under the Building Act properly requires that a variation to the **Building Works** be made;
- the variation requirement arose as a result of circumstances beyond the **Builder's** control;
- the Builder gave a notice pursuant to Clause 23 including a copy of such requirement; and
- the **Owner** does not within 5 **Business Days** of receipt of such notice advise in writing that such variation requirement is disputed,

the **Building Works** are varied by operation of this sub-clause in accordance with that requirement and the price for the variation will be charged and paid in accordance with Clause 24.

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

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

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

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

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

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

***Owner Must Provide
Essential Information***

- 13.0 The **Owner** must give the **Builder** written evidence of the following within 30 **Days** of the date of this Contract to enable **Building Works** to commence:
- satisfactory evidence of the **Owner's** title to the **Land**;
 - full details of any easements, restrictions or covenants which affect the **Land**;
 - satisfactory evidence of the **Owner's** capacity to pay the sum of the **Contract Price** and where monies are to be borrowed, satisfactory written evidence that any loan has been approved by the **Lending Body** and that the mortgage documents have been signed;
 - details of any inspections required by the **Lending Body**;
 - copies of any town planning approval and proof of payment of the relevant fees, where the **Owner** is responsible for obtaining the approval; and
 - where there are existing structures on the **Land** to be removed by the **Owner**, evidence that such structures have been demolished and all debris has been removed.

C. BEFORE WORK BEGINS

Owner to Supply Documents

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

Copyright

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

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

then:

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

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

16.0 If there is any difference between scaled dimensions and figures on the **Plans**, the figures prevail. If there is any inconsistency between these Contract conditions and related **Contract Documents** they take priority in the following order:

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

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

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

***Interpretation of
Contract Documents***

- 16.2.1 Should the **Owner's** consent required by the **Builder** pursuant to Sub-Clause 23.4 not be provided by the **Owner** within 7 **Days** of the **Builder's** notice given pursuant to Sub-Clause 23.2, then either party may end this Contract within 14 **Days** of the expiration of such 7 **Day** period by written notice given to the other.
- 16.2.2 If this Contract is ended under this Clause then the **Builder** is entitled to a reasonable amount calculated in the manner set out in Sub-Clause 19.4
- 16.3 The **Builder** is not entitled to claim for extra costs for errors in **Plans** and/or **Specifications** that the **Builder** has prepared.

***Owner Must Identify
the Land***

- 17.0 The **Owner** must show the **Builder** the boundaries of the **Land** and warrants that they are correct and put up a sign on the **Land** showing the **Owner's** name and the lot or street number.
- 17.1 If the **Builder** has a reasonable doubt about whether the boundaries are correct, the **Builder** must notify the **Owner** in writing and the **Owner** must obtain a survey within 7 **Days**.
- 17.2 If the **Owner** does not do so within 7 **Days**, the **Builder** may, as the **Owner's** agent, obtain the survey. The **Owner** must pay to the **Builder** the price of the survey, including an amount for the **Builder's** profit and overheads being the percentage as shown in Item 10 of Schedule 1 applied to the cost of the survey, with the next **Progress Payment**.

***Building Permit
Fees***

- 18.0 Unless shown otherwise in Items 4 and 5 of Schedule 1 the **Builder** has included in the **Contract Price** fees payable for the building permit and planning approvals.
- 18.1 In the case of multiple dwellings where additional fees may be applicable, such as for head works, open space allowances and planning fees, these are not included in the **Contract Price** unless specified in Schedule 1 or 4.
- 18.2 If a building permit fee increases or decreases after the date of this Contract the **Owner** must pay any increase and the **Builder** must credit any decrease and the next **Progress Payment** will be varied accordingly.

***Planning Approvals
and Building Permits***

NOTE

Some Councils have Planning Laws and special requirements that may affect the building of a new home within their municipality. There may be special restrictions on the positioning of the home on the land and/or restrictions on the type and/or colour of exterior building materials.

- 19.0 The **Owner** is responsible for obtaining and paying for any planning approval that is required unless stated otherwise in Item 4 of Schedule 1. The party obtaining such planning approvals must take all reasonable steps to do so within the same time period shown in Item 4 of Schedule 1.
- 19.1 Subject to the receipt of the planning approval and if the **Owner** has not already got the necessary building permits, the **Builder** must apply for them within 55 **Days** after receiving evidence of the **Owner's** title to the **Land** and ability to pay under Clause 13.
- 19.2 If the **Builder** is to obtain the building permits, the **Owner** appoints the **Builder** as the **Owner's** agent for this purpose. After the **Builder** obtains the building permits, the **Builder** must give copies of the permit documents to the **Owner**, if requested to do so.
- 19.3 If the necessary planning approval and/or building permits are not obtained within the time specified in Items 4 or 5 of Schedule 1, then if:
- neither party is at fault, either party may bring this Contract to an end by giving written notice to the other;
 - the **Builder** is at fault, the **Owner** may bring this Contract to an end by giving the **Builder** written notice; or
 - the **Owner** is at fault, the **Builder** may bring this Contract to an end by giving the **Owner** written notice,
- provided that the party who wishes to end this Contract under the conditions of this Clause must do so within 14 **Days** of the expiration of the period set out in Items 4 or 5 of Schedule 1.
- 19.4 If this Contract is ended under this Clause and the **Builder** is not at fault, the **Builder** is entitled to a reasonable price for the work performed, including costs incurred and an amount for the **Builder's** profit and overheads being the percentage shown in Item 6 of Schedule 1 applied to the cost of that work. This price:
- may include an amount for the preparation of the **Plans** and the **Specifications**, the **Engineer's Design** and **Soil Test Report** - unless these have been allowed for in a separate contract; and
 - must not include an amount for work on the **Building Site** for which planning or building approval was not obtained.

Insurance

NOTE

Re Clause 20.4

The Owner should note that the Owner will be liable for loss caused by the Owner or someone for whom the Owner is responsible, i.e. any sub-contractors, employees etc working on the Building Site for the Owner to perform any building works which are not included in the Building Works. The Owner should therefore consider insuring against the public liability risk.

- 20.0 The **Builder**:
- must insure in the names of the **Builder**, the **Owner** and the **Lending Body** (as stated on Page 1), against liability for physical loss, destruction or damage to the **Building Works** and the goods and materials on the **Land** as described in the **Contract Documents**; and
 - must indemnify the **Owner** in respect of and insure against liability for personal injury, death, property loss or damage arising out of the **Building Works**.
- 20.1 The **Builder** must maintain the insurance from the date the **Owner** gives the **Builder Possession** of the **Land** under Clause 25 to the earlier of:
- the date that the **Owner** takes **Possession** of the **Land** or any part of the **Land**; or
 - the date the **Builder** hands over **Possession** of the **Land**.
- 20.2 The **Builder** must provide the **Owner** with a current 'Certificate of Currency' within 7 **Days of Commencement** of the **Building Works**. The Certificate must show the names of the **Builder**, **Owner**, **Lending Body** and the job address.
- 20.3 The cover for personal injury, death, property loss or damage arising out of the **Building Works** must be for an amount which is not less than \$5 million for any one claim and the **Builder** must include as parties to be insured under the policy, any **Sub-Contractors** who do not provide the **Builder** with evidence of adequate and continuing insurance cover.
- 20.4 The **Builder** is not responsible for, and does not indemnify the **Owner** or the **Owner's** employees or agents or any person claiming through the **Owner** against, any loss or liability that arises out of something done or not done by the **Owner** or any person for whom the **Owner** is responsible. The **Owner** indemnifies the **Builder** in relation to such claims.
- 20.5 The **Builder** must be registered with WorkCover to protect any person employed by the **Builder** in carrying out the **Building Works**.

D. DURING WORK

Variations to Statutory Laws

NOTE

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

- 21.0 If the **Plans** and/or the **Specifications** have to be varied to comply with either a change in the law or statutory requirements after this Contract is entered into the **Builder** must not give effect to any variation unless the following circumstances apply:
- a building surveyor or other authorised person under the Building Act 1993 requires in a building notice or building order under that Act that the variation be made;
 - the requirement arose as a result of circumstances beyond the **Builder's** control;
 - the **Builder** included a copy of the building notice or building order in the notice required by the Act; and
 - the **Owner** does not advise the **Builder** in writing within 5 **Business Days** of receiving the notice required by the Act that the **Owner** wishes to dispute the building notice or building order.
- 21.1 The **Owner** and the **Builder** may then agree to vary the **Plans** and the **Specifications** to make them comply or to avoid the need to comply. The variation must be in writing and signed by the **Owner** and the **Builder**. If the **Builder** and the **Owner** do not agree within 7 **Days** to vary the **Plans** and the **Specifications**, they are varied in accordance with the **Builder's** notice under Sub-Clause 21.0.
- 21.2 If the variation involves additional cost, the **Owner** must pay it, plus the percentage specified in Item 10 of Schedule 1. If the variation involves a saving, the saving is to be deducted from the **Contract Price**. In each case, the adjustment is to be made to the next **Progress Payment** to the **Builder**.
- 21.3 If the cost of the variation is greater than 15% of the total of the **Contract Price** and other amounts to be added to or deducted from the **Contract Price** under this Contract:
- the **Owner** may bring this Contract to an end by giving the **Builder** a written notice either personally or by registered post; or
 - the **Builder** may bring this Contract to an end by giving the **Owner** a written notice either personally or by registered post if the **Owner** fails to give written evidence of ability to pay for the variation within 14 **Days** after receiving the **Builder's** notice.
- 21.4 If the Contract is brought to an end by either the **Builder** or the **Owner** under this Clause, the **Builder** is entitled to a reasonable price for work performed to the date this Contract is ended, including costs incurred and an amount for the **Builder's** profit and overheads being the percentage shown in Item 6 of Schedule applied to that cost.

<i>Variations to State or Commonwealth Tax Laws</i>	22.0	The Owner must pay to the Builder a sum equal to any increase in any tax, duty or charge which takes effect after the date of the Contract and which causes an increase in the cost to the Builder in complying with the Contract. Such sum must be paid by the Owner to the Builder with the Final Payment .
<i>Requested Variations</i>	23.0	Either the Owner or the Builder may ask for the Building Works to be varied. The request must be in writing, must be signed and must set out the reason for and details of the variations sought.
	23.1	If the Owner requests the variation and the Builder reasonably believes the variation will not require a variation to any permit and will not cause any delay and will not add more than 2% to the Contract Price the Builder may carry out the variation.
	23.2	If the Builder requests the variation, the notice given by the Builder must state the following further particulars: <ul style="list-style-type: none"> • what effect the variation will have on the Building Works; • if the variation will result in any delays, the Builder's estimate of such delays; and • the cost of the variation and the effect it will have on the amount payable by the Owner under this Contract.
	23.3	If the Owner requests a variation and if the Builder has not agreed to carry out the variation under Sub-Clause 23.1, the Builder must give the Owner , within a reasonable time of receiving the notice under Sub-Clause 23.0, a notice: <ul style="list-style-type: none"> • setting out the particulars listed in Sub-Clause 23.2; or • stating that the Builder refuses or is unable to carry out the variation and state the reasons therefore.
	23.4	Subject to Sub-Clause 23.1, the Builder must not give effect to any variation unless the Owner gives the Builder a signed consent to or request for the variation attached to a copy of the notice referred to in Sub-Clauses 23.2 and 23.3.
	23.5	If, within 7 Days of the Builder giving the Owner the notice of particulars under Sub-Clause 23.3, the Owner does not give the Builder : <ul style="list-style-type: none"> • a signed request to the variation under Sub-Clause 23.4; and • written evidence of the Owner's ability to pay for the variation, <p>the request by the Owner for the variation is deemed withdrawn.</p>

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

- the amount paid or to be paid for, and details of, any variations made and other amounts paid or to be paid by the **Owner** under this Contract;
- the sum of those amounts;
- payments that have already been made by the **Owner**; and
- the total claimed, taking into account the payments already made.

Owner Must Make Progress Payments

30.0 The **Owner** must pay the amount of a **Progress Payment** set out in Schedule 3 within the number of **Days** set out in Item 7 of Schedule 1 after both:

- the stage has been completed; and
- the **Owner** has received a written claim for the **Progress Payment**.

30.1 If the **Owner** is getting finance from a **Lending Body**, the **Owner** must give the **Lending Body** an authority, while this Contract lasts, to make payment direct to the **Builder** of any amount the **Owner** agrees has become due under this Contract. The **Owner** must notify the **Lending Body** when each stage is completed and the payment is due.

Builder's Right to Agreed Damages

NOTE

Section 27 of the Act provides that if the Owner fails to pay the Builder any amount due under the Contract a Domestic Building Dispute exists between the parties.

31.0 If the **Owner** does not pay the amount of a **Progress Payment**, or the **Final Payment**, within 7 **Days** after it becomes due, the **Builder** is entitled to interest on the unpaid amount, at the rate set out in Item 8 of Schedule 1, from the date the payment becomes due until the date the payment is made.

Unfixed Materials on Site

32.0 Any unfixed goods or materials on the **Building Site** are the property of the **Builder**.

Prime Cost Items and Provisional Sums

NOTE

Prime Cost Items-Certain fixtures and fittings may need to be selected after the signing of the Contract. These items may include the stove or special kitchen and bathroom products.

The Builder will allow in the Contract Price an amount which should cover the expected cost, subject to the Owner's final selection.

33.0 Where the Owner is to select any **Prime Cost Item** or a **Provisional Sum Item**, the **Owner** must make the selection within 7 **Days** of receiving a written request to make the selection from the **Builder**.

33.1 Allowances for **Prime Cost Items** do not include amounts for installation, **Builder's** profit and overheads and cartage. These are included in the **Contract Price**.

33.2 Allowances for **Provisional Sum Items** do not include an amount for the **Builder's** profit and overheads. The amount for the **Builder's** profit and overheads is included in the **Contract Price**.

33.3 If a **Prime Cost Item** selected by the **Owner** is unavailable, then the **Owner** must specify an alternative item within 7 **Days** of the **Builder's** request to do so, and if the **Owner** fails to comply the **Builder** shall be entitled to select an alternative as near as practical in quality to the original item selected by the **Owner**.

continued.

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

- 33.4 In relation to each **Prime Cost Item** and **Provisional Sum Item**, if the actual price of supplying the item or providing the work is:
- less than the allowance, the difference is deducted from the **Contract Price**; or
 - more than the allowance, the total of the difference plus the relevant margin or excess stated in Schedule 2 applied to that difference is added to the **Contract Price** and is payable with the **Progress Payment** in which the amount for that item or work is included.
- 33.5 Where there are no further **Progress Payments** to be made, the **Builder** must calculate the amount and notify the **Owner** as soon as possible. The amount of the difference must be paid or allowed with the **Final Payment** as the case may be.
- 33.6 In calculating the amount spent, the **Builder** must pass on normal trade discounts to the **Owner**. This does not include cash or special discounts for bulk purchasing or personal reasons.
- 33.7 The **Builder** must give the **Owner** a copy of any invoice, receipt or other document that shows the cost to the **Builder** of any **Prime Cost Item** or labour and materials that relate to a **Provisional Sum Item**, as soon as practicable after receiving same.
- 33.8 The **Builder** warrants that any allowance for a **Provisional Sum Item** included by the **Builder** in the Contract has been calculated with reasonable care and skill taking into account all of the information reasonably available at the date the Contract is made, including the nature and location of the **Building Site**.

Builder's Right to Extensions of Time

- 34.0 The date for **Commencement** is put back or the **Building Period** is extended if the carrying out of the **Building Works** is delayed due to:
- a variation or a request for a variation by the **Owner** in accordance with Clauses 16, 21, 23 and 24;
 - a suspension of work in accordance with Clause 35;
 - inclement weather or conditions resulting from inclement weather in excess of the **Days** nominated in Schedule 1;
 - disputes with neighbouring owners or residents, or proceedings brought or threatened by them, that are not the **Builder's** fault;
 - civil commotion or industrial action affecting the work of tradespeople or the work of a manufacturer or supplier of materials;

- anything done or not done by the **Owner** or by an agent, contractor or employee of the **Owner**;
- a delay in getting any approval, provided that it is not the **Builder's** fault; (Refer to Clause 19); or
- any other cause that is beyond the **Builder's** direct control.

34.1 The **Builder** is to give the **Owner** a written notice informing the **Owner** of the extension of time. The written notice must state that cause and the extent of the delay.

34.2 To dispute the extension of time the **Owner** must give the **Builder** a written notice, including detailed reasons why the **Owner** disputes the claim, within 7 **Days** of receiving the **Builder's** notice.

NOTES

The amount to be stated in Item 12 of Schedule 1 is negotiable and is to reflect the damage the Builder will suffer as a result of the delay.

The minimum amount that the Builder is entitled to is \$250 per week.

34.3 If there is an extension of time due to anything done or not done by the **Owner** or by an agent, contractor or employee of the **Owner**, the **Builder** is, in addition to any other rights or remedies, entitled to delay damages, worked out by reference to the period of time that the **Building Period** is extended, being the greater of \$250 per week or that amount set out in Item 12 of Schedule 1. Delay damages will accrue on a daily basis.

34.4 The **Owner** must pay any delay damages with the next **Progress Payment**.

Suspension of Work

35.0 The **Builder** may suspend the **Building Works** if the **Owner**:

- does not make a **Progress Payment** that is due within 7 **Days** after it becomes due; or
- is in breach of this Contract.

35.1 If the **Builder** suspends the **Building Works**, the **Builder** must immediately give notice in writing by registered post to the **Owner**. The **Owner** must remedy the breach within 7 **Days** after receiving the notice. The **Builder** must recommence the **Building Works** within 21 **Days** after the **Owner** remedies the breach and gives notice of this to the **Builder**.

35.2 The date on which the **Building Works** are to be completed is changed and extended to cover the period of suspension.

E. COMPLETION OF WORKS

Final Inspection

- 36.0 When the **Builder** considers that the **Building Works** have reached **Completion** the **Builder** is to give to the **Owner**:
- a **Notice of Completion**; and
 - the **Final Claim**.
- 36.1 Notwithstanding any other provision of this **Contract**, the **Builder** must not demand **Final Payment** until after the **Builder** has given to the **Owner** either:
- a copy of the occupancy permit under the Building Act 1993, if the building permit for the **Building Work** requires the issue of an occupancy permit; or
 - in any other case, a copy of the certificate of final inspection.
- 36.2 The **Builder** and the **Owner** must meet on the **Building Site** within 7 **Days** of the **Owner** receiving the **Notice of Completion** and **Final Claim** to carry out an inspection in accordance with Clause 37.
- 36.3 If the **Owner** does not meet with the **Builder** to inspect the **Building Works** as required by Clause 36.2, the **Owner** must pay the amount of the **Final Claim** within a further period of 7 **Days**.
- 36.4 If within 7 **Days** after service of the **Notice of Completion** the **Owner** fails to attend an inspection of the **Building Works**, the **Final Payment** is due and payable at the expiration of a further period of 7 **Days**.

List of Defects and Final Payment

- 37.0 When the **Owner** and the **Builder** meet on the **Building Site** to inspect the **Building Works**, the **Owner** is to give the **Builder** a written list of all known defects and incomplete work. The **Builder** and the **Owner** are to sign the list and each must keep a copy.
- 37.1 If the **Owner** does not give the **Builder** a written list or does not list any known defects or incomplete work, the **Owner** must pay the **Final Claim** within a further period of 7 **Days**.
- 37.2 If the **Owner** gives the **Builder** a list of known defects and incomplete work the **Builder** must carry out the work required to rectify any defects or to do any incomplete part of the **Building Works** for the **Building Works** to reach **Completion**.
- 37.3 The **Builder** is to give the **Owner** a written notice when the work under Clause 37.2 has been done.
- 37.4 The **Owner** must pay the **Final Claim** within a further period of 7 **Days** after the **Owner** receives the **Builder's** notice under Clause 37.3.
- 37.5 The fact that the **Owner** pays the **Final Claim** is not evidence that there are no defects or incomplete work nor a waiver of any rights under a statutory warranty.

- 37.6 The fact that the **Builder** signs the list is not an admission that the defects exist or there is incomplete **Building Works**.
- 37.7 'Defect' does not include a defect arising from the fact that something has to be supplied or done by the **Owner**.

***Handover and
Final Payment***

- 38.0 When the **Owner** pays the **Final Claim** the **Builder** must hand over **Possession** of the **Land** to the **Owner** together with all keys, certificates and warranties in the **Builder's** possession.
- If the **Owner** takes **Possession** of the **Land** or any part of the **Land** before paying the **Final Claim** and without the **Builder's** prior written consent the **Owner** commits a substantial breach of this Contract entitling the **Builder** to elect to either:
- treat the **Owner's** action as a repudiation of this Contract and accept that repudiation;
 - give the **Owner** a notice to remedy breach of contract under Clause 42; or
 - accept the **Owner's** actions as a variation of the **Building Works** to omit that part of the **Building Works** not carried out and completed as at the date the **Owner** takes such **Possession**.

38.2 If the **Owner** breaches (including repudiates) this Contract, nothing in this Clause prejudices the right of the **Builder** to recover damages or exercise any other right or remedy.

38.3 If the **Builder** accepts the variation of the **Building Works** under the third paragraph of Clause 38.1, the **Builder** is to give the **Owner** written notice to that effect and the **Builder** may give a **Notice of Completion** and a **Final Claim** under Clause 36.

***Defects Within the
3 Month Period***

- 39.0 The **Builder** must fix any additional defects in the **Building Works** that the **Owner** notifies in writing within 3 months the earlier of:
- the date that the **Owner** takes **Possession** of the **Land** or any part of the **Land**; or
 - the date the **Builder** hands over **Possession** of the **Land**.
- 39.1 Defects that in the reasonable opinion of the **Builder** affect the safety or security of the **Building Works** or may lead to it being damaged must be fixed by the **Builder** as soon as practicable after notification by the **Owner**.
- 39.2 Other defects must be listed by the **Owner** and given to the **Builder** at the end of the 3 month period. The **Builder** must fix those defects within 21 **Days** after the expiration of the 3 month period or as soon as reasonably practicable.
- 39.3 The **Builder** must fix defects without cost to the **Owner**. The **Builder** must do so in normal working hours or at any time agreed between the **Builder** and the **Owner**. The **Owner** must provide reasonable access to the **Builder**.

***Owner's Claim
for Agreed Damages***

NOTES

Re Clause 40.

The amount used to calculate agreed damages takes into account the expenses that will be incurred by the Owner if the Building Works are not completed on time (for example, rent for alternative housing or interest payments).

The amount to be stated in Item 9 of Schedule 1 is negotiable and should accurately reflect the Owner's estimated expenses. If no amount is stated in Item 9 of Schedule 1, the amount of \$250 per week is allowed to the Owner.

The Building Period shown in Item 1 of Schedule 1 may be extended due to unforeseen delays. Refer to Clause 34.

***Ending this Contract
Under Bankruptcy
or Liquidation***

***Builder's Right to
End this Contract***

40.0 If the **Building Works** have not reached **Completion** by the end of the **Building Period** the **Owner** is entitled to agreed damages in the sum set out in Item 9 of Schedule 1 for each week after the end of the **Building Period** to and including the earlier of:

- the date the **Building Works** reach **Completion**;
- the date this Contract is ended; and
- the date the **Owner** takes **Possession** of the **Land** or any part of the **Land**.

40.1 The **Owner** may deduct the amount of any such damages from the **Final Payment**.

41.0 Either the **Owner** or the **Builder** may bring this Contract to an end by giving written notice to the other by registered post, if the other becomes bankrupt or assigns his or her estate for the benefit of his or her creditors, or makes a composition or arrangement with them, or, being a corporation goes into liquidation (except for the purposes of reconstruction), or has a receiver, manager, mortgagee in possession, administrator, or provisional liquidator appointed.

42.0 If the **Owner** breaches (including repudiates) this Contract, nothing in this Clause prejudices the right of the **Builder** to recover damages or exercise any other right or remedy.

42.1 The **Owner** is in substantial breach of this Contract if the **Owner**:

- does not give the **Builder** any of the essential information required by Clause 13;
- does not pay a progress payment as required by Clause 30;
- takes **Possession** of all or any part of the **Land** before paying the **Final Claim** and without the **Builder's** prior written consent; or
- is otherwise in substantial breach of this Contract.

- 42.2 If the **Owner** is in substantial breach of this Contract the **Builder** may give the **Owner** a written notice to remedy the breach:
- specifying the substantial breach;
 - requiring the substantial breach to be remedied within 10 **Days** after the notice is received by the **Owner**; and
 - stating that if the substantial breach is not remedied as required, the **Builder** intends to end the Contract.
- 42.3 If the **Owner** does not remedy the substantial breach stated in the notice to remedy breach within 10 **Days** of receiving that notice, the **Builder** may end this Contract by giving a further written notice to that effect.
- 42.4 The **Builder** is not entitled to end this Contract under this Clause when the **Builder** is in substantial breach of this Contract.
- 42.5 If the **Builder** brings this Contract to an end under this Clause, the **Builder** is entitled to the **Contract Price** and other amounts payable by the **Owner** under this Contract, less the cost to the **Builder** of performing the remainder of the **Building Works**. The **Builder** is also entitled to reasonable compensation for any other loss caused by the **Owner's** breach.
- 42.6 Any sum payable by the **Owner** to the **Builder** pursuant to the operation of this Clause is due and payable upon the **Builder** bringing this Contract to an end.
- Owner's Right to End this Contract*
- 43.0 If the **Builder** breaches (including repudiates) this Contract, nothing in this Clause prejudices the right of the **Owner** to recover damages or exercise any other right or remedy.
- 43.1 The **Builder** is in substantial breach of this Contract if the **Builder**:
- suspends the carrying out of the **Building Works**, otherwise than in accordance with Clause 35;
 - has the **Builder's** licence cancelled or suspended; or
 - is otherwise in substantial breach of this Contract.
- 43.2 If the **Builder** is in substantial breach of this Contract the **Owner** may give the **Builder** a written notice to remedy the breach:
- specifying the substantial breach;
 - requiring the substantial breach to be remedied within 10 **Days** after the notice is received by the **Builder**; and
 - stating that if the substantial breach is not remedied as required, the **Owner** intends to end the Contract.

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

F. DISPUTES, CONCILIATION and TRIBUNAL

EXPLANATORY NOTES

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

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

ATTACHMENT 2

DEED OF GUARANTEE AND INDEMNITY

INTERPRETATION

“**Builder**” is

“**Owner**” is

“**Guarantor**” is

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

BACKGROUND

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

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

OPERATIVE

Guarantee

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

Indemnity

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

Principal Debtor

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

No Merger

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

No Release

This **Guarantor** is not discharged by:

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

Severability

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

Where More Than One Guarantor

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

Waiver of rights

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

GUARANTOR'S STATEMENT

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

Signed as a Deed

Insert signing provisions for a Deed

Guarantor's name: _____

Guarantor's signature: _____

Witness's name: _____

Witness's signature: _____

Date: _____

OWNER'S CONSENT FORM

Owners Name -

Address –
.....

To: Development Approval's Coordinator

We hereby authorize AHB Australia Pty. Ltd. of 56 Barclay Road, Derrimut VIC 3030 to complete the construction of the home, in accordance with the plans and specifications documented within this contract, located at:

Job Address:
.....

.....
(Owner to Sign Here)

.....
(Print Name)

.....
(Date)

.....
(Sign Here)

.....
(Print Name)

.....
(Date)

ACCOUNT CLOSURE & TRANSFER REQUEST

T0: ORIGIN

FAX: 1800 814 309

EMAIL: mcccmoveers@originenergy.com.au

Please close and transfer the following electricity/gas accounts according to the details set out below.

1 BUILDER DETAILS (PLEASE PRINT IN BLOCK LETTERS)

Builder Name	AHB Australia Pty Ltd	ABN No	56 116 651 346
Registered Address	56 Barclay Road	Suburb	Derrimut
State	Victoria	Post Code	3030
Phone	03 8390 1000		

2 PROPERTY DETAILS (PLEASE COMPLETE ALL SECTIONS)

Lot No.	Unit/Flat No.	Street No.	
Street		Suburb	
State		Post Code	
Date of account closure/transfer	/ /	Type	Electricity <input type="checkbox"/> Natural gas <input type="checkbox"/>

3 NEW HOME OWNER DETAILS

First Name	Surname	
Current Address	Suburb	
State	Post Code	
Existing home phone	Work phone	Mobile

4 SIGNATURES

I agree that my contact details will be provided to Origin for the purpose of contacting me about energy supply at my new home.

Home Owner's Signature	Date	/ /
------------------------	------	-----

Builder's Signature	Date	/ /
---------------------	------	-----

Note: By signing this document you warrant that you are authorised to sign on behalf of the builder whose details you set out above.

IMPORTANT INFORMATION

Please fax this form to Origin energy on 1800 814 309 at least 5 working days prior to your requested date of closure to ensure closure of your electricity/gas accounts on the day you have specified.

AHB Australia Invest Specification

Kitchen Appliances

- Oven: European stainless steel fan forced oven.
- Hot Plate: European stainless steel 600mm gas cook top with wok burner.
- Rangehood: European stainless steel 600mm wide canopy range hood.
- Dishwasher: European stainless steel dishwasher.
- Sink: 1080mm 1¼ bowl stainless steel sink.
- Tap: Flickmaster tap, chrome finish.

Cabinetry

- Cupboards: Fully lined melamine modular cabinets.
- Doors/Drawers: Standard laminate from builder's pre determined colour boards.
- Kitchen Bench Top: Laminate square edge from builder's pre determined colour boards.
- Vanity Bench Tops: Laminate square edge.
- Handles: Selected from builder's pre determined colour boards.

Bathroom & Ensuite

- Basins: Vitreous china semi recessed vanity basin (white).
- Mirrors: Polished edge mirrors full length of vanity.
- Bath: 1625mm acrylic bath (white) in tiled podium.
- Shower Bases: Showerline polymarble 900mm x 900mm white shower bases.
- Shower Screens: Semi framed shower screens with powder coated aluminium frame (polished silver finish) and clear glazed pivot door.
- Taps: Chrome tapware.
- Shower Outlet: Hand held shower, rail and slider in chrome finish to ensuite and bathroom.
- Toilet Suite: Vitreous china, close coupled toilet suite in white.
- Accessories: 600mm single towel rails and toilet roll holders in chrome finish.
- Exhaust Fans: 250mm exhaust fans including self sealing air flow draft stoppers to bathroom.

Ceramic Tiling

- Wall Tiles: Wall tiles to kitchen, bathroom, ensuite and laundry where shown on plans. Tile selection as per builder's pre determined colour boards. (Allowance for supply of tiles is \$22.00 per m2 including GST).
- Floor tiles: Floor tiles to ensuite, bathroom, laundry, WC, kitchen, meals and entry where shown on plans. Selections as per builder's pre determined colour boards. (Allowance for supply of tiles is \$22.00 per m2 including GST).

Carpet

- Carpet: Carpet to area's not tiled. Selections as per builders pre determined colour boards. (Allowance for supply and lay is \$70.00 per lineal metre).

Paint – 2 Coat Application

- Timberwork: Gloss enamel to internal doors, jambs & mouldings.
- Ceilings: Flat acrylic to ceilings.
- Internal Walls: Washable low sheen acrylic to internal walls.
- Entry Door: Gloss enamel to front entry door.
- Colours: Colours selected as per builder's pre determined colour boards.

External Features

- Brickwork: Clay bricks from builder's pre determined colour boards.
- Mortar Joints: Colour natural – joint as determined by builder
- Front Elevations: As per Working Drawings. Acrylic render to selected areas as per

- Windows: plan (Product Specific). Feature aluminium windows to front elevation (Product Specific). Sliding aluminium windows to sides and rear. Aluminium improved windows throughout.
- Entry Frame: Aluminium, powder coat finish, clear glazed sidelight(s) (Product specific).
- Front Entry Door: Corinthian Infinity 21 clear glazed or Madison range with slumped glass
- Door Furniture: Front Door: Entrance lockset in polished stainless steel with deadbolt. (Product Specific).
- Ext. Hinged Door: Entrance lockset in polished stainless steel to external door.
- Infill over windows: Brick to front façade windows. Painted cement sheet infill above side and rear elevation windows and doors.
- Door Seal: Door seal and weather seal to all external hinged doors.

Insulation

- Ceiling: Glasswool Batts to ceiling of roof space only (excludes garage ceiling).
- External Brickwork: Glasswool wall batts including insulation to external brick veneer walls (excluding garage) and wall between garage and house. Note: Wall wrap will be sealed around openings in accordance with energy rating assessor's report.

Garage

- General: Double garage with tiled hip roof including double colourbond roller door to front, painted finish infill over garage door, plaster ceiling and concrete floor.
- External Walls: Brick veneer (on boundary wall or product specific if required).
- Pedestrian Door: Door: Weatherproof flush panel, low sheen acrylic paint finish.
Door Frame: Aluminium powder coat finish
Door Furniture: Entrance lockset.

Internal Features

- Doors: Flush panel, 2040mm high. Either hinged or sliding as per plan
- Door Furniture: Lever door furniture in polished chrome finish to all rooms.
- Mouldings: 67 x 12mm bevelled MDF skirting & 67 x 12mm MDF bevelled architraves.
- Door Stops: Plastic white door stops to hinged doors (where applicable).
- Door Seals: Door seal to nominated internal doors. Note: This will be in accordance with energy rating assessor's report.

Solar Hot Water System

- Solar Hot Water: Solar hot water system with gas boost back up and the necessary electrical and plumbing connections. Note: Panel and storage tank positioned at the builders discretion.

Laundry

- Trough: 45 litre stainless steel tub and acrylic cabinet with bypass.
- Tap: Flickmaster tap, chrome finish.
- Washing Machine: Chrome washing machine stops/grubs.

Plaster

- Plasterwork: 10mm plasterboard to ceiling and wall, villaboard to ensuite, bathroom, above laundry trough, 75mm cove cornice to living area's, 55mm cove cornice to bedrooms, wet area's, walk in robe and linen cupboards.

Framing

- Framing: Stabilized pine wall frame and roof trusses.

Plumbing

- Taps: 2 No. external taps (1 to front water meter and 1 next to laundry exit).

Roofing

- Pitch: Roof pitch to be 22.5 degrees
- Material: Concrete colour on roof tiles from builder's pre determined colour boards.
- Fascia & guttering: Colourbond fascia, guttering and downpipes.

Heating

- Heating: Gas ducted heating to bedrooms and living areas, (excludes 'wet areas'). Total number of points and unit size product specific.

Storage

- Shelving: Walk In Robe: One white melamine shelf with hanging rail.
Robes: One white melamine shelf with hanging rail.
- Pantry/Linen: Four white melamine shelves.
- Doors : Robes: 2040mm high readicote flush panel hinged/sliding doors as plan
- Pantry/Linen: 2040mm high readicote flush panel, hinged door(s).
- Handles: Flush pull in polished chrome finish.

Ceilings

- Height: 2440mm (nominal) height throughout.

Electrical

- Internal Lights Points: 100mm diameter 240V downlights fittings (colour – white) throughout as per standard electrical layout (supply/install light globes to all light fittings in the home).
- External Lights: 100mm diameter fixed 240V white recessed downlight to front entry. Weather proof Para flood light to rear as per drawings.
- Power Points: Double power points throughout excluding dishwasher and fridge space.
- TV Points: Two points including 5 metres of coaxial cable to roof space (one to main bedroom and one to living area).
- Telephone Point: Two pre-wired telephone point to kitchen & Master Bedroom with wall plate as per working drawings including underground draw wire with ability to connect to supply pit.
- Switch Plates: White wall mounted switches.
- Smoke Detector(s): Hardwired with battery backup.
- Safety Switches: RCD safety switch and circuit breakers to meter box.

Site conditions / Foundations

- Foundation Class: Up to Class 'H' concrete slab with a maximum of 300mm fall over building envelope. Allotment up to 600m2 with a maximum setback of 5m to the house.
- Temporary Fencing: Supply and hire of temporary fencing to site where required to council requirements.
- Silt Fence: Supply and hire of environmental silt fence to front of property as required by council.
- Rock Allowance: Allowance of rock excavation and removal (If explosives required, extra charge will apply).
- Termite Treatment: Termite spray system where required by relevant authority.
- Angle of Repose: Home to be sited to a minimum of three metres off easement. (If sited closer than additional charges may apply).

Connection Costs

- Connection of services (water, gas, electricity, sewer, stormwater & telephone conduit). Does not included electricity and telephone consumer account opening fees.

The builder reserves the right to substitute the make, model or type of any of the above products to maintain the quality and product development of its homes. Changes maybe made subject to Res Code requirements. Window and sliding door sizes may vary subject to energy rating requirements. Electricity transfer fee applies.

Application to obtain contact details of an abutting property owner to facilitate a fencing matter



**City of
Whittlesea**



*Please allow 2 business days for the
processing of this application.*

Mail Locked Bag 1, Bundoora MDC 3083
Offices 25 Ferres Blvd, South Morang VIC 3752
Application enquiries 03 9217 2105
Fax 03 9409 9827 **TTY** 9217 2420
eMail revenue@whittlesea.vic.gov.au
Web whittlesea.vic.gov.au

Applicant Details

Name/s _____ Phone 1. Home _____
Current Mailing Address _____ 2. Work _____
_____ 3. Mobile _____

Details of the property you own

Address	Lot	Plan
---------	-----	------

Details of properties abutting to your property

Address / Description	Lot	Plan
-----------------------	-----	------

1. _____

2. _____

3. _____

4. _____

5. _____

Declaration

I have attempted to identify and/or contact the owners of these abutting properties but have not been able to obtain the full details that would allow this fencing matter to be finalised.

The contact details disclosed by Council will be used solely to facilitate this specific fencing matter and will not be retained, copied or disseminated for unrelated purposes.

Signed _____

Date _____

FILE NO:

**REQUEST FOR ADJOINING LAND
OWNER NAME AND ADDRESS FOR
A FENCING PURPOSE**

Name _____

Street No: _____ Street: _____

Suburb: _____

Phone: _____ AH: _____ MOB: _____

Post Box: _____

MELTON SHIRE COUNCIL

Civic Centre

232 High Street

Melton Vic 3337

T (03) 9747-7200

F (03) 9747-7243

DX 33005 Melton

A.B.N 22 862 073 889

www.melton.vic.gov.auDo you wish for this to be registered as your postal address? Yes ☐No ☐I/We _____
(Name Of Registered Property Owner)**BEING THE OWNER OF:**

Lot: _____ Plan: _____ Street No: _____

Street, Road, Etc: _____

Town / Suburb: _____

Request the ownership details of the adjoining properties listed below

I/We declare the information provided to us will be used solely to facilitate a specific fencing matter, will not be retained, copied or disseminated for unrelated purposes and will be kept secure. I have been informed of the Information Privacy Act (2000) and the privacy principles as defined in the Act. The Information Privacy Act (2000) can be viewed at www.privacy.vic.gov.au The Information Privacy Principles can be seen over the page.

(Signature Of Property Owner)_____
(Date)**ADJOINING PROPERTIES: (PLEASE TICK REQUIRED PROPERTIES)**☐ Right: Lot: _____ Street, Road etc _____☐ Left: Lot: _____ Street, Road etc _____☐ Rear: Lot: _____ Street, Road etc _____**ADDITIONAL PROPERTIES:****Preferred Method Of Delivery: (please tick option)**☐ Fax: _____☐ E-Mail (.PDF Format): _____☐ Post: _____



APPLICATION FOR PROPERTY OWNERSHIP DETAILS FOR FENCING PURPOSE

P.O. Box 197 Werribee Victoria 3030

Phone: (03) 9742 0777

Fax: (03) 9741 6237

mail@wyndham.vic.gov.au

65/210/014

I,
(name of property owner - please print)

being the property owner of

.....
(property address)

request the property ownership details of all land adjoining my property as listed below.

I declare that the information is being requested for fencing purposes and agree not to use and disclose the information for any other purpose. I also agree to de-identify or destroy the information once used and that the information will not be used for marketing purposes

Signature of property owner

Date

List of adjoining properties

1. _____
2. _____
3. _____
4. _____

Please forward the information by: post: _____

fax: _____

pick up: _____

Office Use only

Actioned by: _____

Date: _____

Stop

Colour Selection

The following pages are for selecting the internal and external colours for you house.

Please be aware that you only need to fill out and sign the corresponding internal & external pages for the colour that you have chosen. The others you can leave blank or cross out.

If you would like the builder to select your colour please sign the AHB owners consent form for internal and external colour selection.

If you have any queries regarding the colours please call Hawkscrest Property for our assistance.

Thank you.



**Only Fill This Form In If You Would Like AHB To Select The Internal
And External Colours For You.**

**OWNER'S CONSENT FORM
INTERNAL & EXTERNAL COLOUR SELECTION**

Owners Name -

To: AHB Australia Pty Ltd

We hereby authorize AHB Australia Pty Ltd to select the internal and external
colour schemes on our behalf, for the property located at:

Job Address:

.....
Sign & print name

.....
Date

.....
Sign & print name

.....
Date

AHB Australia Pty Ltd
309 Ballarat Road
Phone: 03 9311 8331
Fax: 03 9311 3909
Email: info@abhaustralia.com.au

AHB INTERNAL COLOUR SELECTION – TRANQUILITY

Customer details:			
Mr Mrs Ms Miss	Surname	Given Names	
Mr Mrs Ms Miss	Surname	Given Names	
Lot No.	Street	Suburb	Postcode

Item	Description	Colour and Finish
Appliances		Colour: Stainless Steel
Carpet	Carpet Court	Colour: Paladin 6136 Monsoon
Internal Door Furniture		Chrome Plated
Paintwork: Internal Walls	2 Coats of Washable Low Sheen - 1 Colour Throughout	Bristol – Dove Wing P011-L3
Paintwork: Internal Woodwork	Gloss Enamel - 1 Colour Throughout	Bristol – Dove Wing P011-L3 (half strengtha0
Paintwork: Internal Doors	Gloss Enamel - 1 Colour Throughout	Bristol – Dove Wing P011-L3 (half strengtha0
Feature Wall Option 1: (if applicable)	Washable low sheen	Bristol: Corinthian P193-N4
Feature Wall Option 2: (If applicable)	Washable low sheen	Taubmans: Decaf T118-8N
Paintwork: Ceilings	2 Coat Washable Flat Acrylic - 1 Colour Throughout	Builders White
Light/Power Switches	1 Colour Throughout	White

Kitchen

Laminated Benchtops	Laminex	Peat 484 (natural finish)
Re-constituted Stone Benchtop (if applicable)	Quantum Quartz	Amazon
Cabinets	Laminex	Rock Maple 577 (natural Finish)
Cabinet Handles	Parbury – Placed Horizontally	10.03.0300 Brushed Nickel
Kickboards	Laminex	Rock Maple 577 (Natural finish)
Floor Tiles	Hynes Tiles	Millennium Ivory NCIFL0604 (330X330) (grout 22# Ivory)
Wall Tiles	Hynes Tiles	Ivory Matt JUNWA0103 (100x100) (grout 21# Antique White)
Tapware	Flickmixer	Chrome

Bathroom and Ensuite	Description	Colour and finish
Benchtops	Laminex	Peat 484 (Natural finish)
Cabinets	Laminex	Rock Maple 577 (Natural finish)
Cabinet Handles	Parbury	10.01.0296 Chrome
Kickboards	Laminex	Rock Maple 577 (Natural finish)
Floor Tiles	Hynes Tiles	Millennium Ivory NCIFL0604 (330 x 330) (grout 22# Ivory)
Main Wall Tiles	Hynes Tiles Tiles to be stacked lay 300mm side vertically	Matt White KIMWH0101 (200x300) (grout 1# White)
Feature Tiles	Hynes Tiles Cut sheet into 100x300 strips – Lay vertically To shower wall of centre & opposite wall to taps	Forest Blend glass mosaic SANWB0105 (300x300 sheet) (grout 1# White)

Notes.

- 1 This colour selection sheet is to be read in conjunction with 'Specification' sheet.
- 2 The builder reserves the right to provide alternative suppliers to those whose product is displayed.
- 3 As a part of product improvement and development, the Builder reserves the right to make alterations without notice.
- 4 Effort is made to supply colours as listed above. In the event that a colour is unavailable at the time of construction, the closest possible alternative will be supplied.

ACCEPTANCE:

Date: ____/____/____

Client: ____/____

Consultant: _____

AHB INTERNAL COLOUR SELECTION – SERENITY

Customer details:			
Mr Mrs Ms Miss	Surname	Given Names	
Mr Mrs Ms Miss	Surname	Given Names	
Lot No.	Street	Suburb	Postcode

Item	Description	Colour and Finish
Appliances		Colour: Stainless Steel
Carpet	Carpet Court	Colour: Paladin – 6137 Venetian
Internal Door Furniture		Chrome Plated
Paintwork: Internal Walls	2 Coats of Washable Low Sheen - 1 Colour Throughout	Bristol - Bedouin Beige P190-N2
Paintwork: Internal Woodwork	Gloss Enamel - 1 Colour Throughout	Bristol – Bedouin Beige P190 – N2 (half strength)
Paintwork: Internal Doors	Gloss Enamel - 1 Colour Throughout	Bristol – Bedouin Beige P190 – N2 (half strength)
Feature Wall Option 1: (if applicable)	Washable low sheen	Taubmans - Ned Kelly T137-8A
Feature Wall Option 2: (If applicable)	Washable low sheen	Bristol – Smoke Bush B142 - 05
Paintwork: Ceilings	2 Coat Washable Flat Acrylic - 1 Colour Throughout	Builders White
Light/Power Switches	1 Colour Throughout	White

Kitchen

Laminated Benchtops	Laminex	Kashmir Granite 220 (Natural finish)
Re-constituted Stone Benchtop (if applicable)	Quantum Quartz	Karpat Arizona
Cabinets	Laminex	Alabaster 203 (Flint Finish)
Cabinet Handles	Parbury – Placed Horizontally	10.03.0300 Brushed Nickel
Kickboards	Laminex	Alabaster 203 (flint finish)
Floor Tiles	Hynes Tiles	Venus Chocolate NCIFL0503 (330X330) (grout 42# Chocolate)
Wall Tiles	Hynes Tiles Lay mosaic horizontally	MSR006 Ivory Mosaic GREFA0362 (300x 300 sheet) (grout #21 Antique White)
Tapware	Flickmixer	Chrome

Bathroom and Ensuite	Description	Colour and finish
Benchtops	Laminex	Kashmir Granite (Natural Finish)
Cabinets	Laminex	Alabaster (Flint Finish)
Cabinet Handles	Parbury	10.01.0296 Chrome
Kickboards	Laminex	Alabaster (flint finish)
Floor Tiles	Hynes Tiles	Venus Chocolate NCIFL0503 (330 x 330) (grout 42# Chocolate)
Main Wall Tiles	Hynes Tiles Tiles to be stacked lay 300mm side horizontally	Matt White KIMWH0101 (200x300) (grout 1# White)
Feature Tiles	Hynes Tiles Lay 300mm side horizontally – 1 row stacked Of centre & opposite wall to taps	Matt Chocolate (100x200) (grout 1# White)

Notes.

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- 6 The builder reserves the right to provide alternative suppliers to those whose product is displayed.
- 7 As a part of product improvement and development, the Builder reserves the right to make alterations without notice.
- 8 Effort is made to supply colours as listed above. In the event that a colour is unavailable at the time of construction, the closest possible alternative will be supplied.

ACCEPTANCE:

Date: ____/____/____

Client: ____/____

Consultant: _____

AHB INTERNAL COLOUR SELECTION – HARMONY

Customer details:			
Mr	Surname	Given Names	
	Surname	Given Names	
Lot No.	Street	Suburb	Postcode

Item	Description	Colour and Finish
Appliances		Colour: Stainless Steel
Carpet	Western Carpet Choice	Colour: Paladin – 6134 'Bullring'
Internal Door Furniture		Chrome Plated
Paintwork: Internal Walls	2 Coats of Washable Low Sheen - 1 Colour Throughout	Bristol - Bedouin Beige P190-N2
Paintwork: Internal Woodwork	Gloss Enamel - 1 Colour Throughout	Bristol – Bedouin Beige P190 – N2 (half strength)
Paintwork: Internal Doors	Gloss Enamel - 1 Colour Throughout	Bristol – Bedouin Beige P190 – N2 (half strength)
Feature Wall Option 1: (if applicable)	2 coats of washable low sheen	Taubmans - Wheat T175-3A
Feature Wall Option2: (If applicable)	2 coats of washable low sheen	Bristol – Hearthstone P241-N5
Paintwork: Ceilings	2 Coat Washable Flat Acrylic - 1 Colour Throughout	Builders White
Light/Power Switches	1 Colour Throughout	White

Kitchen		
Laminated Benchtops	Laminex	Stipple Seal 726 (Natural finish)
Re-constituted Stone Benchtop (if applicable)	Quantum Quartz	Coral Reef
Cabinets	Laminex	Ebony Macassar 272(Flint Finish)
Cabinet Handles	Parbury – Placed Horizontally	10.03.0300 Brushed Nickel
Kickboards	Laminex	Ebony Macassar 272 (flint finish)
Floor Tiles	Hynes Tiles	Millenium Beige NCIFL0601 (330x330) (grout 28# Sandlewood)
Wall Tiles	Hynes Tiles Lay mosaic horizontally	MSR003 White Mosaic GREFA0361 (300x 300 sheet) (grout #1 White)

Tapware

Flickmixer

Chrome

Bathroom and Ensuite	Description	Colour and finish
Benchtops	Laminex	Stipple Seal 726 (Natural Finish)
Cabinets	Laminex	Ebony Macassar 272 (Flint Finish)
Cabinet Handles	Parbury	10.01.0296 Chrome
Kickboards	Laminex	Ebony Macassar 272 (flint finish)
Floor Tiles	Hynes Tiles	Millenium Beige NCIFL0601 (330 x 330) (grout 28# Sandlewood)
Main Wall Tiles	Hynes Tiles Tiles to be stacked lay 300mm side horizontally	Matt White KIMWH0101 (200x300) (grout # 1 white)
Feature Tiles	Hynes Tiles Lay 300mm side horizontally - 1 row stacked Off centre & opposite wall to taps	Classic Onyx Satin MASSRAK097(100x300) (grout # 1 white))

Notes.

- 9 This colour selection sheet is to be read in conjunction with 'Specification' sheet.
 10 The builder reserves the right to provide alternative suppliers to those whose product is displayed.
 11 As a part of product improvement and development, the Builder reserves the right to make alterations without notice.
 12 Effort is made to supply colours as listed above. In the event that a colour is unavailable at the time of construction, the closest possible alternative will be supplied.

ACCEPTANCE:

Date: ____/____/____

Client: ____/____

Consultant: _____

AHB INTERNAL COLOUR SELECTION – CONCORD

Customer details:			
Mr Mrs Ms Miss	Surname	Given Names	
Mr Mrs Ms Miss	Surname	Given Names	
Lot No.	Street	Suburb	Postcode

Item	Description	Colour and Finish
Appliances		Colour: Stainless Steel
Carpet	Carpet Court	Colour: Paladin-6133 'Cannon Ball'
Internal Door Furniture		Chrome Plated
Paintwork: Internal Walls	2 Coats of Washable Low Sheen - 1 Colour Throughout	Bristol – Dove Wing P011-L3
Paintwork: Internal Woodwork	Gloss Enamel - 1 Colour Throughout	Bristol – Dove Wing P011-L3 (half strength)
Paintwork: Internal Doors	Gloss Enamel - 1 Colour Throughout	Bristol – Dove Wing P011-L3 (half strength)
Feature Wall Option 1: (if applicable)	Washable low sheen	Taubmans - Bears Foot T111-5W
Feature Wall Option 2: (If applicable)	Washable low sheen	Bristol – Plum Jam B045-11
Paintwork: Ceilings	2 Coat Washable Flat Acrylic - 1 Colour Throughout	Builders White
Light/Power Switches	1 Colour Throughout	White

Kitchen

Laminated Benchtops	Laminex	Sheer Mesh 668 (natural finish)
Re-constituted Stone Benchtop (if applicable)	Quantum Quartz	Ice
Cabinets	Laminex	Fossil 463 (Flint Finish)
Cabinet Handles	Parbury – Placed Horizontally	10.03.0300 Brushed Nickel
Kickboards	Laminex	Fossil 463 (flint finish)
Floor Tiles	Hynes Tiles	Venus White NCIFL0506 (330X330) (grout 5# Silver Grey)
Wall Tiles	Hynes Tiles	Gloss White JUNWA0101 (100x100) (grout 1 # White)
Tapware	Flickmixer	Chrome

Bathroom and Ensuite	Description	Colour and finish
Benchtops	Laminex	Sheer Mesh 668 (natural finish)
Cabinets	Laminex	Fossil 463 (Flint Finish)
Cabinet Handles	Parbury	10.01.0296 Chrome
Kickboards	Laminex	Fossil 463 (Flint Finish)
Floor Tiles	Hynes Tiles	Venus White NCIFL0506 (330 x 330) (grout 5# Silver Grey)
Main Wall Tiles	Hynes Tiles Tiles to be stacked lay 300mm side vertically	Matt White KIMWH0101 (200x300) (grout 1# White)
Feature Tiles	Hynes Tiles Cut sheet into 100x300 strips – Lay vertically To shoer wall Of centre & opposite wall to taps	Desco Blend Glass Mosaic SANWB0103 (300x300 sheet) (grout 1# White)

Notes.

- 13 This colour selection sheet is to be read in conjunction with 'Specification' sheet.
 14 The builder reserves the right to provide alternative suppliers to those whose product is displayed.
 15 As a part of product improvement and development, the Builder reserves the right to make alterations without notice.
 16 Effort is made to supply colours as listed above. In the event that a colour is unavailable at the time of construction, the closest possible alternative will be supplied.

ACCEPTANCE:

Date: ____/____/____

Client: ____/____

Consultant: _____

AHB External Colour Selection – Wind

Customer details:			
Mr Mrs Ms Miss	Surname	Given Names	
Mr Mrs Ms Miss	Surname	Given Names	
Lot No.	Street	Suburb	Postcode

BRICKS	SUPPLIER: Boral	MORTAR: Natural Raked
	MAIN: Sienna	

ROOF TILES (Concrete)	SUPPLIER: Bristle
COLOUR: Gun Metal	PROFILE: Shingle
GUTTER / FASCIA & DOWNPIPE	
TYPE: Colorbond	COLOUR: Paperbark

WINDOWS	
TYPE: Aluminium Powdercoated	COLOUR: Stone beige

GARAGE DOOR	
TYPE: Roller	COLOUR: Paperbark

PAINT COLOURS	
Type: Bristol & Taubmans	
RENDER 1 – BODY:	Bristol – Hedgehog B142-11
RENDER 2 – FEATURE:	Bristol – Goanna B143-07
HINGED DOORS:	Taubmans – Driftwood 93 EXT 023
POSTS: (if applicable)	Bristol – Goanna B143-07
INFILL:	Bristol – Goanna B143-07
EAVES/CEILING OF VERANDAH:	White (standard colour)

Notes.

- 17 This colour selection sheet is to be read in conjunction with 'Specification' sheet.
 18 The builder reserves the right to provide alternative suppliers to those whose product is displayed.
 19 As a part of product improvement and development, the Builder reserves the right to make alterations without notice.
 20 Effort is made to supply colours as listed above. In the event that a colour is unavailable at the time of construction, the closest possible alternative will be supplied.

ACCEPTANCE: _____

Date: ____/____/____ Client: ____/____ Consultant: _____

AHB External Colour Selection – Fire

Customer details:			
Mr Mrs Ms Miss	Surname	Given Names	
Mr Mrs Ms Miss	Surname	Given Names	
Lot No.	Street	Suburb	Postcode

BRICKS

SUPPLIER: Boral

MORTAR: Natural Raked

MAIN: Gypsy Rose

ROOF TILES (Concrete)

SUPPLIER: Bristile

COLOUR: Phoenix

PROFILE: Traditional

FASCIA/GUTTER & DOWNPIPES

TYPE: Colorbond

COLOUR: Paperbark

WINDOWS

TYPE: Aluminium Powdercoated

COLOUR: Custom Black

GARAGE DOOR

TYPE: Roller

COLOUR: Paperbark

PAINT COLOURS

Type: Bristol & Taubmans

RENDER 1 – BODY:

Taubmans – Haddonstone T110-5W

RENDER 2 – FEATURE:

Bristol – Greyhound P202-N6

HINGED DOORS:

Bristol – Sedona Clay P010-L6

POSTS: (if applicable)

Taubmans – Haddonstone T110-5W

INFILL:

Taubmans – Haddonstone T110-5W

EAVES/CEILING OF VERANDAH:

White (standard colour)

Notes.

- 21 This colour selection sheet is to be read in conjunction with 'Specification' sheet.
 22 The builder reserves the right to provide alternative suppliers to those whose product is displayed.
 23 As a part of product improvement and development, the Builder reserves the right to make alterations without notice.
 24 Effort is made to supply colours as listed above. In the event that a colour is unavailable at the time of construction, the closest possible alternative will be supplied.

ACCEPTANCE: _____

Date: ____/____/____

Client: ____/____

Consultant: _____

AHB External Colour Selection – Water

Customer details:			
Mr Mrs Ms Miss	Surname	Given Names	
Mr Mrs Ms Miss	Surname	Given Names	
Lot No.	Street	Suburb	Postcode

<u>BRICKS</u>	SUPPLIER: Boral	MORTAR: Natural Raked
	MAIN: Mocha	

<u>ROOF TILES</u> (Concrete)	SUPPLIER: Bristle
COLOUR: Charcoal	PROFILE: Shingle

<u>FASCIA/GUTTER & DOWNPIPES</u>	
TYPE: Colorbond	COLOUR: Dune

<u>WINDOWS</u>	
TYPE: Aluminium Powdercoated	COLOUR: Custom Black

<u>GARAGE DOOR</u>	
TYPE: Roller	COLOUR: Dune

<u>PAINT COLOURS</u> Type: Bristol & Taubmans	
RENDER 1 – BODY:	Bristol – Eagle Eye P242-N6
RENDER 2 – FEATURE:	Bristol – Stonefish P240-N2
HINGED DOORS:	Bristol – Smokebush B142-05
POSTS: (if applicable)	Bristol – Stonefish P240-N2
INFILL:	Bristol – Eagle Eye P242-N6
EAVES/CEILING OF VERANDAH:	White (standard colour)

Notes.

- 25 This colour selection sheet is to be read in conjunction with 'Specification' sheet.
 26 The builder reserves the right to provide alternative suppliers to those whose product is displayed.
 27 As a part of product improvement and development, the Builder reserves the right to make alterations without notice.
 28 Effort is made to supply colours as listed above. In the event that a colour is unavailable at the time of construction, the closest possible alternative will be supplied.

ACCEPTANCE: _____

Date: ____/____/____

Client: ____/____

Consultant: _____

AHB External Colour Selection – Earth

Customer details:			
Mr Mrs Ms Miss	Surname	Given Names	
Mr Mrs Ms Miss	Surname	Given Names	
Lot No.	Street	Suburb	Postcode

BRICKS

SUPPLIER: Boral

MORTAR: Natural Raked

MAIN: Tanami

ROOF TILES (Concrete)

SUPPLIER: Bristle

COLOUR: Magnum

PROFILE: Traditional

FASCIA/GUTTER & DOWNPIPES

TYPE: Colorbond

COLOUR: Paperbark

WINDOWS

TYPE: Aluminium Powdercoated

COLOUR: White Birch gloss

GARAGE DOOR

TYPE: Roller

COLOUR: Paperbark

PAINT COLOURS

Type: Bristol & Taubmans

RENDER 1 – BODY:

Taubmans – Kanoo CIG.60

RENDER 2 – FEATURE:

Bristol – Moon River P188N2

HINGED DOORS:

Bristol – Rich Chocolate P251-N7

POSTS: (If applicable)

Bristol – Moon River P188N2

INFILL:

Bristol – Moon River P188N2

EAVES/CEILING OF VERANDAH:

White (standard colour)

Notes.

- 29 This colour selection sheet is to be read in conjunction with 'Specification' sheet.
 30 The builder reserves the right to provide alternative suppliers to those whose product is displayed.
 31 As a part of product improvement and development, the Builder reserves the right to make alterations without notice.
 32 Effort is made to supply colours as listed above. In the event that a colour is unavailable at the time of construction, the closest possible alternative will be supplied.

ACCEPTANCE: _____

Date: ____/____/____

Client: ____/____

Consultant: _____



CONCORD INTERNAL COLOUR BOARD



HARMONY INTERNAL COLOUR BOARD



TRANQUILITY INTERNAL COLOUR BOARD



EARTH EXTERNAL COLOUR BOARD



FIRE EXTERNAL COLOUR BOARD



WATER EXTERNAL COLOUR BOARD



WIND EXTERNAL COLOUR BOARD

BRIGHTON FACADES

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Mode facade



Nuvo facade



Villa facade



Sierra facade



Kado facade



Omni facade



Acacia facade



Linea facade

Disclaimer of liability: whilst every effort is made to provide accurate information, colour illustrations are artist's impressions only and should not be relied on in whole or in part. Please refer to actual contract for facade, floor plan and specification detail. AHB AUSTRALIA PTY LTD 56 Barclay Road, Deerimut VIC 3000 P +613 8390 1000 F +613 8390 1001 E info@ahbaustralia.com.au

Façade Options



AHB Homes Tender Document

Date 20 Jun 11

Client _____

Address _____

Email _____

Home _____

Mobile _____

Regarding: Proposed Single storey dwelling including attached double garage at -
Lot 810 Viewhill Court, Doreen

Consultant: Hawkscrest Property Group Pty Ltd

Dwelling Type: **Brighton 20** **\$199,150.00**

Dwelling Size: **As per plan**

Façade Type: **As per plan**

Specification: **AHB investment specification**

Colour Selection: **Predetermined external colour boards**

Client Request
(refer attached sheet)

Site Costs
(refer attached sheet)

Included

GRAND TOTAL \$199,150.00

Client Signature _____

Client Signature _____

Date ____/____/____

Address **Lot 810 Viewhill Court, Doreen**

Variation **Variation 1**

Date **21-Jun-11**



- | | |
|---|----------|
| 1. Provide water tolerant landscaping to front of dwelling inc. drought resistant plants, 1 off 1200mm high tree, mixture of mulch, tuscan topping and granatic sand | Included |
| 2. Provide coloured (powder on) concrete driveway, path and porch (colour to match external roof colours) | Included |
| 3. Provide letterbox to match style of façade | Included |
| 4. Provide full share, 1800mm high colourbond/timber fencing to side and rear boundaries. Side boundary fence to extend to face/front of home only. Provide side gate 100mm wide Right, Left and rear boundary and corner block | Included |
| 5. Provide water tolerant landscaping to rear of dwelling inc. drought resistant plants to rear boundary, 1 off 1200mm high tree, and ground cover of granatic sand | Included |
| 6. Provide flyscreens to all openable windows - colour to match windows | Included |
| 7. Provide TV antennae to roof with connection to TV points | Included |
| 8. Provide foldaway clothes line with concrete paving pad and stepping stones | Included |
| 9. Provide flywire doors to all external doors (excluding entry door) | Included |
| 10. Provide sectional overhead garage door | Included |
| 11. Provide remote control to garage door with two handsets and single power point | Included |
| 12. Provide Holland blinds to all windows (Except front door). Material to be full block out. Blind bottom rail weight & chain pull. - Colour - White | Included |
| 13. Provide split system 1.5hp air conditioner | Included |
| 14. Provide alarm system with three sensors including alarm panel to be located to walk in robe | Included |
| 15. Provide coloured paving (powder on) to rear of up to 12m2 including clothes line pad of 3m2 | Included |

Sub Total \$ -

Client Signature _____ Client Signature _____ Date ____/____/____



Address: Lot 810 Viewhill Court Doreen

Site Cost

Date: 21-Jun-11

Site Evaluation

Site classification To be advised
Fall of Land To be advised

Site Costs

Slab Upgrade:	Slab upgrade to Class H waffle pod in lie of Class M waffle pod inc. 1. Waffle pod upgrade to 300mm pod with 85mm concrete cover 2. Slab fabric to be upgraded to SL82 3. External trench mesh to be upgraded to 1of 3-L12TM (1of bottom) 4. Internal rib mesh to be upgraded to N12 bar	Included
Concrete piers:	To be Confirmed	

Please note - engineering to be confirmed once engineering plan is obtained

Site excavation:	300mm Site cut and fill over building area - 1. balanced cut / fill on 300mm max 2. soil to be retained on site and spread	Included
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Please note - site cut / fill to be confirmed once architectural plans complete

Retaining wall:	To be confirmed
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Please note - retaining wall to be confirmed once architectural plans complete

General Notes

Client is to ensure that all survey pegs are present on the site for set out

Client to arrange for property to be cleared prior to construction.

Due to relevant site information not being received at time of tender preparation, siting and all related costs will be reviewed and maybe adjusted (if necessary) in due course.

Builder to provide 5 star energy rating report from sustainable energy authority as required under new building regulations.

Note: Any additional cost incurred to achieve 5 - star rating will be raised as a variation and charged against the owner.

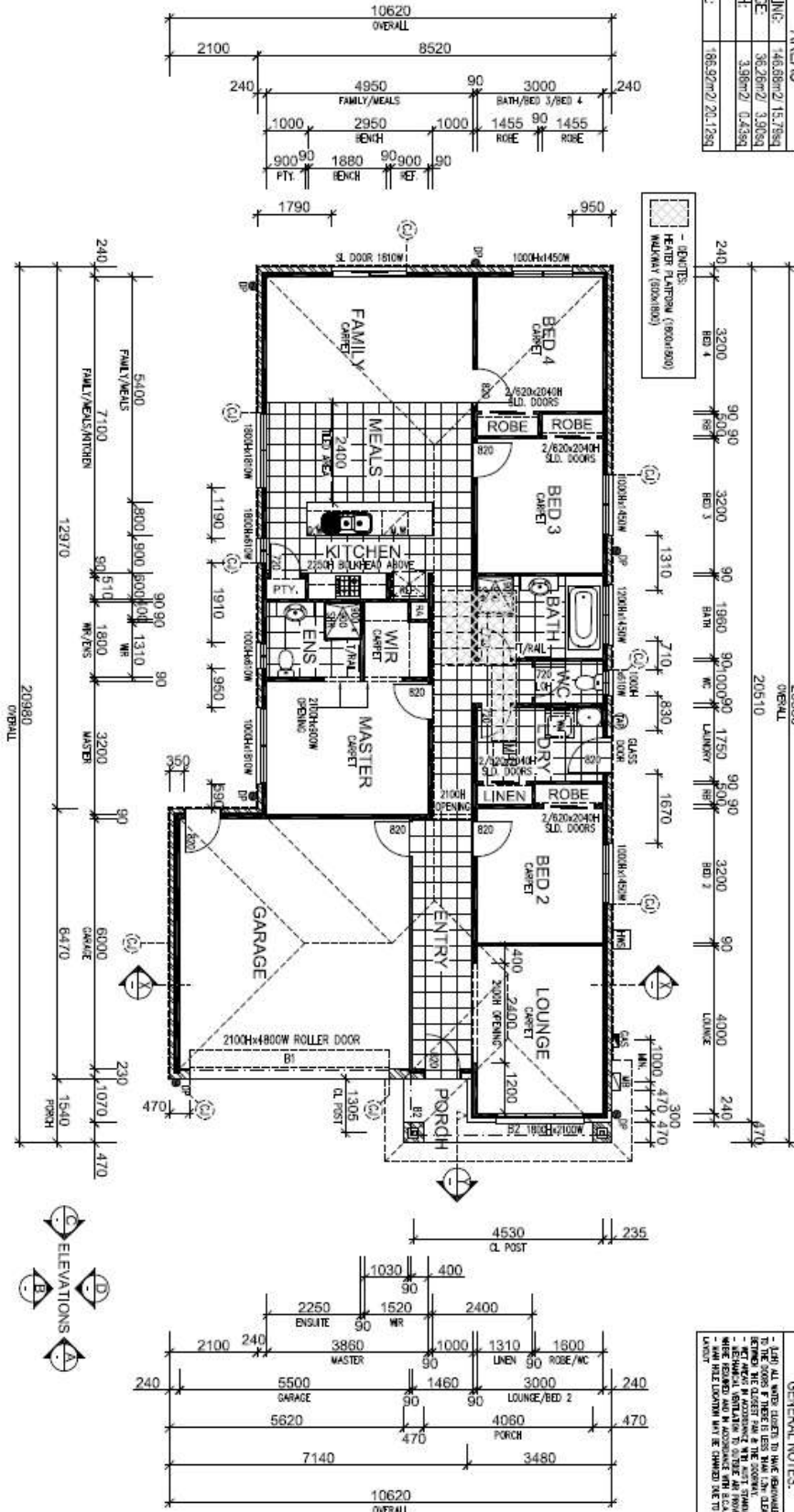
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Client Signature _____ Client Signature _____ Date ____/____/____

CANVAS BEAM SCHEDULE BT 1400663 LVL

AREAS

DWELLING:	146.88m ² 15.75sq
GARAGE:	58.26m ² 3.30sq
PORCH:	3.98m ² 0.43sq
TOTAL:	168.97m ² 20.12sq



IMPORTANT NOTES:

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AMENDMENTS

No.	DATE	DESCRIPTION

FLOOR PLAN

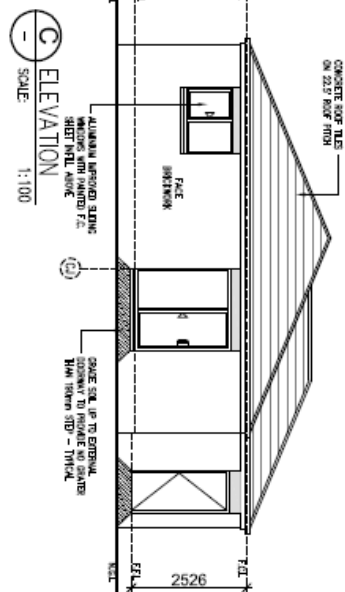
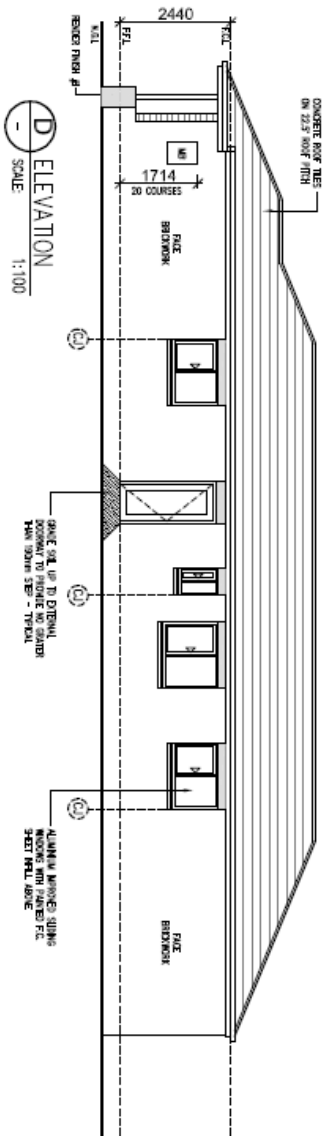
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FACADE: ACACIA
DATE: XX/XX/XX
JOB No: XXX-XX
PAGE: 2 of 9

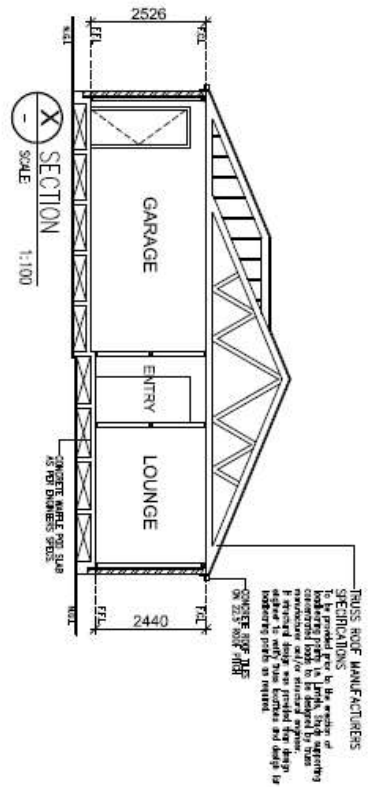
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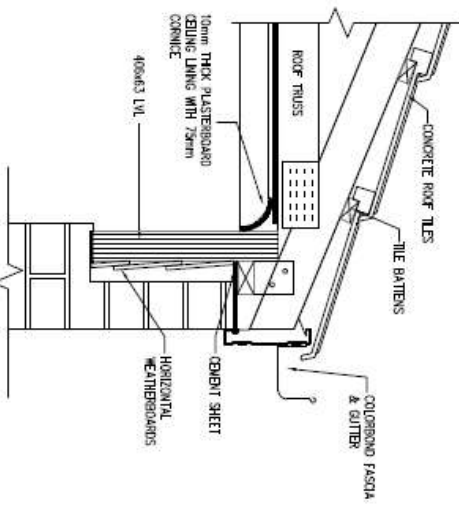
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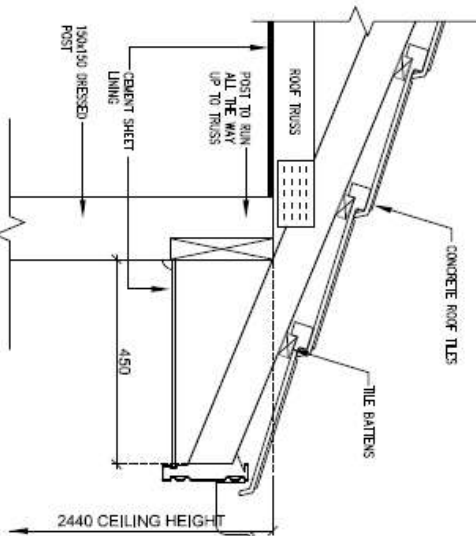
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INFILL ABOVE GARAGE OPENING
 SCALE 1:10



Y-Y DETAIL ELEVATION
 SCALE 1:10



GENERAL NOTES:

THESE DRAWINGS ARE TO BE READ IN CONJUNCTION WITH THE EXISTING DRAWINGS A COMPLETE SET OF THE EXISTING DRAWINGS IS TO BE PROVIDED TO THE CONTRACTOR.

ALL WORK TO BE DONE IN ACCORDANCE WITH THE RELEVANT STANDARDS AND SPECIFICATIONS.

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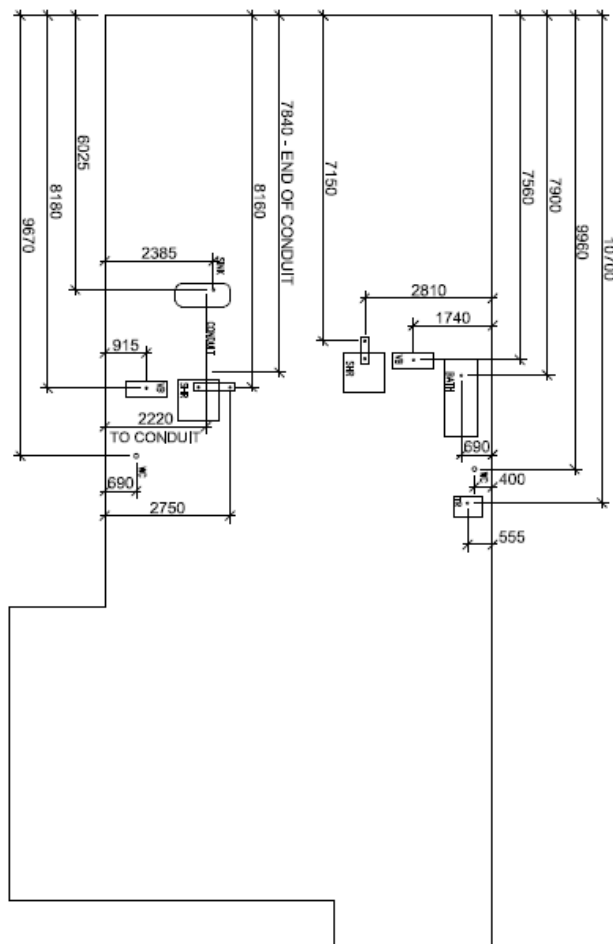
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IMPORTANT NOTES:

1. Where dimensions take precedence over 3. These drawings shall not be altered in any way without the written permission from AHB Australia Pty Ltd.
2. All levels, elevations & notes, whether or not shown, shall be taken from the drawings as shown, unless otherwise indicated.
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PLEASE READ CAREFULLY

I/We acknowledge that these plans are correct & reflect all the items requested in our building contract with AHB Australia Pty Ltd. I am also aware that the drawings are the property of AHB Australia Pty Ltd and I agree to indemnify and hold AHB Australia Pty Ltd harmless from all claims, damages, costs and expenses, including legal costs, which may be incurred by AHB Australia Pty Ltd in connection with the use of these drawings.

Signed: Date:
 Witness: Date:
 Approved: Date:

AMENDMENTS

No.	DATE	DESCRIPTION

PLUMBING PLAN

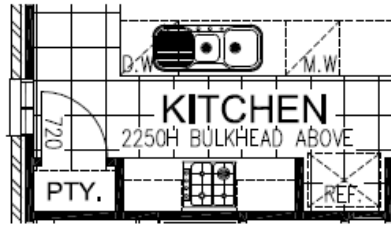
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 DATE: XX.XX.XX SCALE: 1:100
 JOB No: XXX-XX PAGE: 7 of 9

CUSTOMER

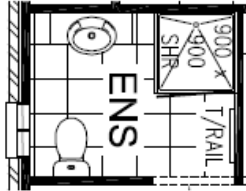
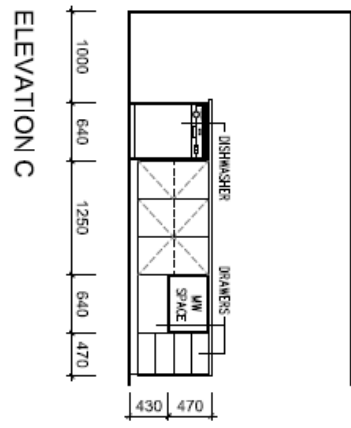
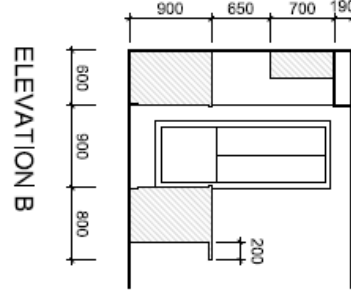
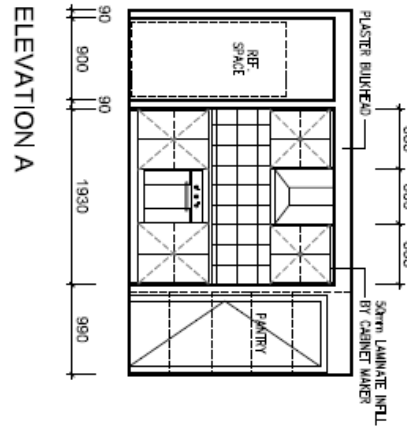
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 ADDRESS: XXXX
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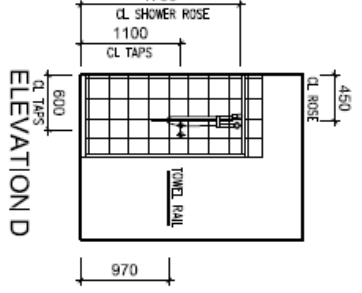
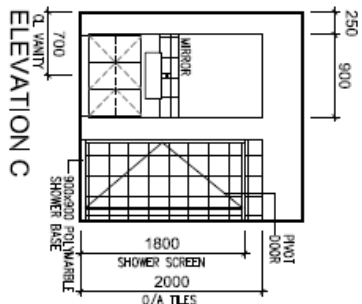
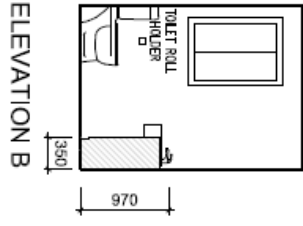
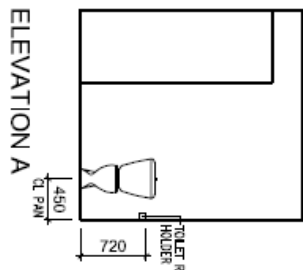
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KITCHEN



ENSUITE



IMPORTANT NOTES:

1. Where dimensions are provided over the top of a wall, the dimensions are to the top of the wall.
2. All work is to be done in accordance with the Australian Standard AS/NZS 3558:2001.
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INTERNAL ELEVATIONS

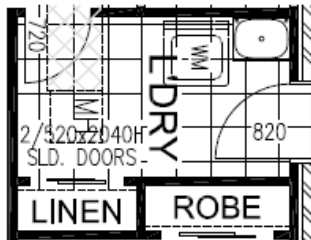
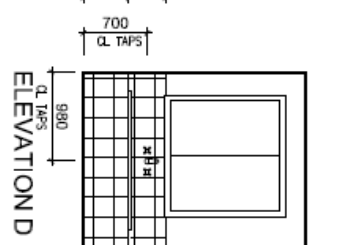
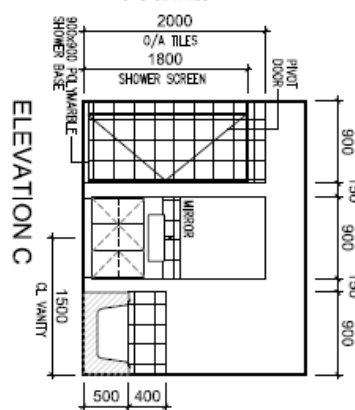
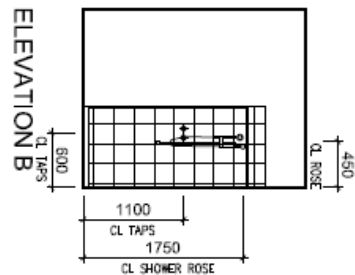
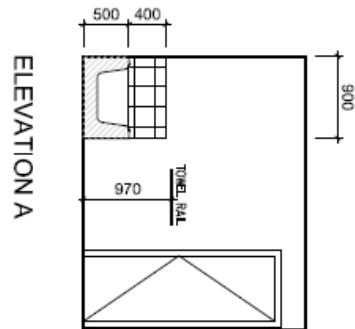
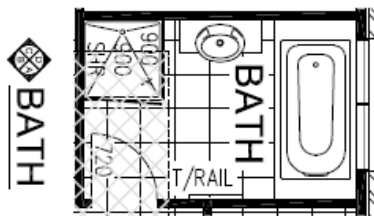
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JOB No: XXX-XX PAGE: 8 of 9

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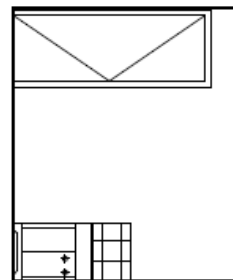
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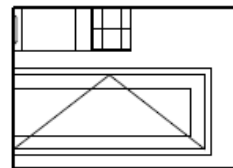
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ELEVATION C



ELEVATION D



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INTERNAL ELEVATIONS

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 FACADE: ACACIA
 DATE: XX.XX.XX SCALE: 1:500-1:100
 JOB No: XXX-XX PAGE: 9 of 9

CLIENT:

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