

COVER SHEET

BUILDING SPECIFICATIONS FOR

SITE ADDRESS

ON BEHALF OF

OWNER NAME

THE PROPRIETOR (Herein After)

BY

BUILDER COMPANY

THE BUILDER (HEREIN AFTER)

INTERPRETATION AND APPLICATION OF THESE TERMS:

1. This Schedule forms part of the Contract for the proposed building works to be carried out by the Builder for the Proprietor, when executed and initialled by both parties. Where there is an inconsistency between the terms of this Schedule and the terms of the Standard Building Contract, the terms of this Schedule shall prevail.
2. The approved for construction Drawings shall be used in conjunction with the Building Contract and this Specification to complete the project. Where there is an inconsistency between the Drawings and the Specification Document, the terms of this Schedule shall prevail.
3. Where multiple choices are made available by the Builder, only one choice is permitted, provided there are choices nominated and available for the Proprietor to select from at the date of the Contract. Where there are no choices available for selection at the date of the Contract, then the Builder and the Proprietor shall negotiate in good faith to confirm a selection, within the agreed allowance and from a range consistent with the quality and style of the dwelling or renovations under construction.
4. All items are to be selected within the range or ranges as nominated by the Builder prior to or at the date of this Contract. Where no range or option is offered the parties will negotiate in good faith to agree on a selection consistent with the other fittings and finishes being utilised and the style and nature of the renovations or building works.

GENERAL TERMS:

5. Unless otherwise specified, the works as defined in the Residential Building Contract shall be constructed in accordance with the *Building Act 1975 (as amended)* Australian Domestic Manual and where appropriate the AS1684SAA Timber Framing Code.
6. Unless otherwise specified, the Proprietor is responsible to provide the house site clear of any obstruction to the building works, including the removal of long grass, shrubs and trees where necessary. The Builder will endeavour to advise the Proprietor before the Contract is signed those obstructions that the Proprietor is required to remove.
7. It is acknowledged by the Proprietor that it is not the Builder's responsibility to:-
 - (a) engage a licensed Surveyor to peg the boundary corners of the allotment prior to the commencement of the works, if lawfully placed survey pegs are not in place in order to identify the boundaries of the site; *and*
 - (b) provide all weather access suitable to allow vehicles and machinery, as normally used in the building industry and necessary to carry out the works, to drive in and out of the property in all weather conditions.
8. Unless otherwise specified, the Contract Price has been calculated on the basis that town water supply will be available from an existing main of the local authority prior to the commencement of construction. Where no such water supply exists, the Proprietor is to arrange, at their expense, a temporary fresh water supply for building purposes by means satisfactory to the Builder, and for it to be available prior to the commencement of and during the works.

9. The Proprietor acknowledges that the Contract provides that there is a continuous supply of 240volt single phase power available to the site prior to and during the completion of the works by the Builder. Where no such power source is available, it remains the Proprietor's responsibility to arrange temporary power to the reasonable satisfaction of the Builder, at the Proprietor's expense or meet the costs of the Sub-contractors using generators on site.
10. The Design wind loading of the works at **XXXXXXXXXXXXXXXXXXXXXXXXXX** is non cyclonic **NXXXXXX**.
11. Compliance with all statutory obligations and the obtaining of relevant approvals for the works is the responsibility of the Proprietor. The Proprietor remains responsible for the costs associated with paying for the services of a Building Certifier and the inspections to be carried out by them.
12. While it remains the Builder's responsibility to procure all relevant Building Certificates and Inspection Approvals for the works carried out by it, the parties acknowledge that in some instances the local authority or Building Certifier will decline to carry out a final inspection or issue a Certificate in relation to the same.

In circumstances where the reason for the Builder's inability to secure a certificate, final or otherwise is as a result of any action or works undertaken by the Proprietor or as a result any fixture, fittings or other materials supplied by the Proprietor, the Proprietor acknowledges and irrevocably agrees that they will not make any objection in those circumstances to the Builder's inability to provide any Certificate or the Final Inspection Report/Certificate, subsequent to practical completion and agrees that they will not withhold or cause to be withheld any progress payments due to the Builder including the practical completion stage payment, (either directly or through their Financier or any other third party) that are due to be paid to the Builder at any stage or on practical completion of the works.

13. The Proprietor acknowledges that it shall remain their responsibility to satisfy any requisitions or supply any information or Certificates that the local authority or Building Certifier requests in relation to any works, fixtures, fittings or materials supplied by or procured by the Proprietor. The Builder agrees that, notwithstanding that Practical Completion has occurred, it will co-operate with the Proprietor to secure the final certificate but will not be under any obligation to supply any information to answer any requisition that might issue in respect to the works, fixtures, fittings and materials supplied or procured by the Proprietor.

14. The Proprietor further acknowledges and agrees in the event that their Financier refuses to advance all or any of the funds until the provision of a Final Inspection Certificate from the local authority or Building Certifier or the Proprietor refuses to pay any such claim when the cause of the failure of the Builder to secure the Certificates is as a result of the circumstances detailed in Clause 11 and 12. The Builder will at the Builder's sole election be authorised to take those steps and carry out any works or incur any costs that might reasonably be needed to be incurred in order to obtain the Final Inspection Certificate to satisfy the Proprietor's Financier's requirements from a qualified Engineer, registered Builder or like. Any expenses or costs incurred by the Builder in doing so shall be at the expense of the Proprietor and the Builder may recover the same from the Proprietor as a liquidated debt.
15. Unless otherwise specified, all Council building fees including fees payable to Certifiers are payable by the Proprietor. Any bonds called for, development application fees requested, or any development application fees requested by any local authority or other statutory body are to be arranged and paid for by the Proprietor. It also the responsibility of the Proprietor to obtain any necessary building consent from the relevant Developer or Land Corporation where building covenants apply.
16. An Engineer's footing and slab designs are to be provided by the Proprietor at the sole cost of the Proprietor, prior to signing of the contract.

17. In the event this Contract does not proceed as a result of a request of the Proprietor or as a result of the Proprietor's actions, all monies expended by the Builder on administration up until that stage will incur an administration fee of \$1,500.00 plus GST for the costs of preparation of the Building Contract and specification. These costs shall be invoiced directly to the Proprietor within seven (7) days after date of Tax Invoice from the Builder. This fee will not be payable in circumstances where the Contract does not proceed as a result of the Builder's decision not to proceed.
18. The Proprietor must select and notify the Builder of their colours prior to the commencement of the works.
19. Contract Variation will attract an administration fee that will be charged at a cost of \$660.00 per variation after the Contract is signed. The Proprietor's acknowledge that each variation may add at least an extra seven (7) days to the Contract time unless a longer or shorter period is agreed to in the variation. This fee will apply whether the Variation is accepted or not, as this covers our Administration time in quoting additional works. 25% builders margin applies to all variation pricing.
20. Additional work required to a variation will be charged at a fixed rate of \$110.00 per hour including GST plus materials unless a fixed sum is agreed by the parties and recorded in writing. This hourly rate will only apply in the instance the builder is unable to provide a fixed price quote for the variation works.

21. It is acknowledged and accepted by the Proprietor that:
- i. Any valuations required by the lending body (other than council final inspection) are to be the responsibility of the Proprietor to organise and are at the Proprietor's expense.
 - ii. The Builder takes no responsibility for any colour variation in roof tiles, bricks, carpets, ceramic, porcelain and glass tiles, laminates, Colorbond surfaces and porcelain fittings as exhibited in displays or brochures and agrees any discrepancy is the responsibility of the manufacturer and the Builder shall not be held liable.
 - iii. The Owner is Responsible for all Tile Selections. Any subsequent problems or issues relating to these selections are not the responsibility of the builder. All tile quantities are to be confirmed by the builder prior to ordering as different types and sizes of tiles require different waste calculations and allowances. The allowance for labour to lay tiles may also vary depending on tile type and size chosen.
 - iv. Where exposed Hardwood Timbers are used, the Builder takes no responsibility for staining due to the timber bleeding onto other surfaces after practical completion has been reached. It is the responsibility of the Proprietor to maintain timber coatings.

- v. Where timber windows are used, whether stained or pre-primed, the Proprietor acknowledges that timber is a natural product and is subject to movement, swelling and shrinking due to weather conditions. Once practical completion has been reached and the windows have had their final service the Builder takes no responsibility for subsequent movement or change in the product.
- vi. The Builder reserves the right to not install or use building products that do not conform to the current relevant Australian Standard. The Builder may refuse to install client selected items in the event the Builder has identified the items selected may lead to defects. This includes items that will wear poorly, decay or fail completely.
- vii. The Builder takes no responsibility for the timber treatment compliance provided by a timber supplier. The hazard class treatment compliance is the responsibility of the supplier and not the builder. The builder shall ensure treated timber products are installed as per the relevant Australian Standards and in accordance with manufacturers guidelines.
- viii. The Proprietor shall attend a meeting on site with the Builders Electrician to discuss the position of lighting data and power outlets. The Builder must consult with the Owner with respect to the height and location of all power points and light switches prior to their installation.

- ix. The Builder's Electrician shall provide a selected electrical fixtures schedule for confirmation by the Proprietor. It is the responsibility of the proprietor to confirm the electrical fixtures schedule to the Builder in writing. No electrical fit off works shall commence without written approval of the electrical fixtures schedule.
- x. The Proprietor and the Builder hereby agree that any extension of time claimed by the Builder as an extension to the date of practical completion due to unforeseen circumstances will be notified to the Proprietor by way of written notice in accordance with the Master Builders Residential Building Contract.
- xi. The Proprietor acknowledges that it is their responsibility to pay the relevant fees to the electrical authority to connect power. Any delay by the electrical authority in connecting power shall not delay practical completion or final payment to the Builder.
- xii. The Proprietor acknowledges that should a condition of approval be noted on the subject plans and/or specification by the local/government authority and/or certifier, and the said condition encompasses an item and/or structure and/or addition and/or change to the works, and such alteration has not been specifically noted in the Specification, then compliance with said condition/alteration/addition shall be an extra to the contract and shall be treated as a variation to the works agreed thereto. This is inclusive of the administrative fee as per clause 19 of this specification.

22. The Proprietor is to provide contact details for neighbouring properties to allow the Builder to contact the owners of adjoining properties in relation to fencing or any other works that may affect neighbouring properties. Any delay costs due to neighbours delaying works will be charged as a Variation.
23. The Proprietor acknowledges that they have not relied upon any representations made by the Builder, its agents, Employees or Workmen in entering this contract, other than those representations as are included in and form part of this contract.
24. Termite Treatment to AS3660 Part one has been allowed. Any deviation will be at the Proprietor's expense.
25. Provisional Cost or Prime Sum items (to the value of the items) in this contract will be adjusted with a margin of 25% for recovery of profit and administration as per the building contract. Adjustments will be made on receipt of final invoice and credited off the final progress claim. These allowances are non-transferable and will be subject to a 10% retention if deleted.
26. The standard specifications for painting shall include 3 coats for all internal walls and ceilings, 2 coats for all external claddings and 3 coats for external decking or exposed timber. If the proprietor chooses a colour that does not provide sufficient cover from the abovementioned number of coats, any additional painting required shall be at the Proprietor's expense.

In the event the colour selected by the client requires additional or specialised primer or further coats other than noted in this clause, any additional costs shall be at the proprietor's expense.

27. The proprietor acknowledges that at no time are they to instruct other Tradespeople or Subcontractors on site of any Variations or changes to the scheduled works. These variations are to be arranged directly by the builder once the appropriate Variation Schedule has been completed and signed by both the proprietor and the builder. The builder is not responsible for additional costs charged by Tradespeople or Subcontractors where the Proprietor arranges additional work without the builder's prior knowledge.
28. On renovations and refurbishments of existing homes all care will be taken to avoid damage to existing surfaces and structures, however the Builder cannot be responsible for the quality of materials or prior workmanship of existing as built conditions. Given the nature of this work it is not uncommon for heavy machinery or materials and skip bins to cause damage to existing surfaces even when all care is taken. This may incur a Variation.
29. The Builder only allows for the installation of the following Appliances in our proposals: One Oven, One Cooktop, One Dishwasher, One Rangehood. Unless additional Appliances are listed based on Proprietor selections the installation of them is not included. It is our preference

that all other appliances are installed by the Proprietors after handover but if you request installation of additional appliances the following additional fees will be charged. Integrated Appliances will incur an additional installation fee which will be confirmed after Appliances have been selected. If the Proprietor's selection includes high end Integrated Appliances the builder may need to include an installation fee from a recommended installer that specialises in the models selected. This also applied to specialty rangehoods, such as down draft in-bench models and cooktops with built in downdraft suction.

There are significant costs involved with each additional appliance install, and there is an additional risk of damage to walls and floors during installation. There is additional time for the builder's team members to unbox the appliances, read instructions, install into position, test the appliances and remove the large boxes and dispose of the waste.

The Builder will charge an additional fee for the installation of washing machine/s, Dryer/s, Bar fridge/s, Ice machines, Zip hot water taps or equivalent, wall mounted ironing boards etc. Costs for the installation of the above items will be provided once the proprietors have signed off on the appliance models selected.

30. Where skip bins are stored on site for the removal of construction rubbish, these bins are for use by The Builder and associated Subcontractors in connection with the contract. These bins are not for general use by The Proprietor without prior permission. No rubbish is to be put in site skip bins or the Builders' trailers without prior permission. If the Proprietor uses these skip bins for their own rubbish, a Variation will be charged for the cost of the additional skip bin together with the administration fee of \$660 for the Variation.
31. The parties agree that the general conditions of the Contract shall be amended by changing the definition of "Contract" in clause 1 (Definitions) to read as follows:
- "Contract means these general conditions, the Building Specifications and the Plans, and other documents annexed to, or incorporated by reference in, the Contract."

PRE CONSTRUCTION ITEMS TO BE COMPLETED

Soil Test – to determine your site classification	Y
Contour Survey – to chart the falls on the site	Y
Wind Rating Classification – the Engineer determines the wind strength factor which is used to design the building	Y
Site Drainage Plan – completed by the Engineer to establish satisfactory stormwater disposal	N/A
Site Classification – to enable the Engineer to determine the correct foundations for the home	Y
Working Drawings – prepared by a licensed Building Designer who ensures the design complies with relevant codes	Y
Engineering – the Engineer gives the Builder the appropriate footing layout and specification	Y
Engineering Specification and Confirmation - Signing of the Engineering Spec and Confirmation form	Y
Set-out Survey – a registered surveyor plots the position of your home on the block for the Builder to follow	Y
Certification Fees – the Certifier checks and approves the working drawings in accordance with the Building Code	Y
Q Leave Fee – a state government applied fee applicable to Building and Construction portable long service	Y
QBCC Home Warranty Insurance – a mandatory state government insurance policy on behalf of the client	Y
Construction Insurance – the Builders policy to cover the works and public liability	Y
Client Insurance – the client shall provide a certificate of currency for the existing building during the construction period	Y
Client Finance Confirmation – The client shall provide proof of finance/funds to cover the full contract price	Y
Demolition – only applicable if removal of an existing dwelling is required and allowed for in summary	N

CLEANING OF HOME – SITE

The Builder has allowed for the site to have “builders rubbish” collect during the construction process and upon completion. This is normal done by a bobcat. While every effort is made to collect this material, occasionally smaller items or pieces may be inadvertently covered during construction and not removed. The interior of the home is cleaned by a professional cleaner. This is a “Builders Clean”; not a clean that your mother would give it.

WARRANTIES

Structural	6 Years and 3 Months
Electrical Appliances	As per manufacturer warranties
Maintenance (not including light blubs and tap washers unless caused by appliance)	6 Months

PLANS COPYRIGHT

Any plans supplied by the Builder with this quotation not paid for by the Proprietor is copyright to the Builder and may not be reproduced in part or whole without the express written consent of the Builder.

