

# HEAD CONTRACT

# VACANT BLOCK

## Concrete Pool Structure Only

350 INDUSTRY DESIGN AWARDS



BLUE HAVEN POOLS & SPAS  
68 Hume Hwy, Lansvale 2166  
Tel. 02 9728 0444  
www.bluehaven.com.au

Lic # 237620C ABN No. 78133909369

**CONTRACTOR LICENCE**

Swimming Pool Builder

Blue Haven Pools South Pty Ltd

68 Hume Hwy LANSVALE NSW 2166





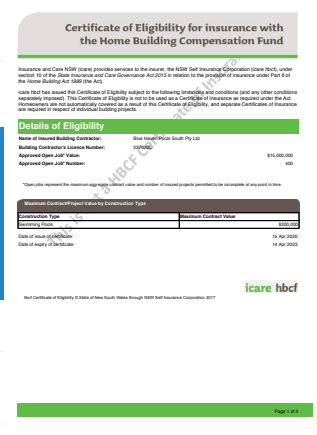
NUMBER 237620C  
EXPIRES 28/06/2023

# EVERYTHING YOU NEED TO KNOW



## PROTECTION TO YOU

# H.O.W. Certificate of Eligibility



## FACT SHEETS



## GET THE FACTS

# F.A.Q Fact Sheets

<https://bluehaven.com.au/guides-insights/fact-sheets/>

## IMPORTANT DOCUMENTS

# Handover Guides Warranty Manuals



## ADD ON'S / MODIFICATIONS

# V.O. Binding Agreement

**BLUHVN** TAX INVOICE  
**CONTRACT VARIATION FORM**

Customer Name: \_\_\_\_\_  
Site Address: \_\_\_\_\_  
Mobile: \_\_\_\_\_ Job No.: \_\_\_\_\_  
Customer Email: \_\_\_\_\_

THIS CONFIRMS YOUR AGREEMENT TO VARY THE CONTRACT IN THE FOLLOWING MANNER:

ESTIMATE 1	WORK PROCESSED	WORK PROCESSED	TOTAL
0001	0002	0003	0004
0005	0006	0007	0008
0009	0010	0011	0012
0013	0014	0015	0016
0017	0018	0019	0020
0021	0022	0023	0024
0025	0026	0027	0028
0029	0030	0031	0032
0033	0034	0035	0036
0037	0038	0039	0040
0041	0042	0043	0044
0045	0046	0047	0048
0049	0050	0051	0052
0053	0054	0055	0056
0057	0058	0059	0060
0061	0062	0063	0064
0065	0066	0067	0068
0069	0070	0071	0072
0073	0074	0075	0076
0077	0078	0079	0080
0081	0082	0083	0084
0085	0086	0087	0088
0089	0090	0091	0092
0093	0094	0095	0096
0097	0098	0099	0100

TOTAL AMOUNT INCREASE / DECREASE TO CONTRACT: \$ \_\_\_\_\_

EXTENSION OF THE TIME CLAIMED TO COMPLETE ABOVE WORK: \_\_\_\_\_

For Blue Haven Pools South Pty Ltd DATE: \_\_\_\_\_

This variation will be undertaken in accordance with the terms and conditions of the contract. The above items vary the specifications set out in the contract or any other condition / variation from the contract conditions. The above variation is hereby authorized by Mr / Ms: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

The cancellation of any item of the variation will incur a 25% cancellation fee or the amount as specified by the contract terms and conditions whichever is greater.

**NOTE: This Contract is binding.** No texts, emails, verbal representations or point of view will change this agreement. A formal variation is required from our Head Office to make any change including time, cost, service or product. **Any change must then be on a Variation form as illustrated.**

# STATUTORY CHECKLIST FOR PEOPLE ENTERING BUILDING CONTRACT:



Fair Trading

## HOME BUILDING ACT 1989

### PLEASE TICK YES OR NO TO ANSWER THE QUESTION:

- |    |  |                              |                             |
|----|--|------------------------------|-----------------------------|
| 1  | Have you checked that the contractor holds a current contractor licence?   | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 2  | Does the licence cover the type of work included in the contract?  | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 3  | Is the name and number on the contractor's licence the same as on the contract?  | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 4  | Is the work to be undertaken covered in the contract, drawings or specification?   | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 5  | Does the contract clearly state a contract price or contain a warning that the contract price is not known?  | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 6  | If the contract price may be varied, is there a warning and an explanation about how it may be varied?   | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 7  | Are you aware of the cooling-off provisions relating to the contract?  | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 8  | Is the deposit within the legal limit of 10%?  | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 9  | Does the contract include details of the progress payments payable under the contract?   | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 10 | Do you understand the procedure to make a variation to the contract?   | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 11 | Are you aware of who is to obtain any council or other approval for the work?  | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 12 | Do you understand that you are not required to pay the contractor a deposit or any progress payments until the contractor has given you a certificate of insurance under the Home Building Compensation Fund (except where the work is of a kind that does not require insurance)? | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 13 | Has the contractor given you a copy of the Consumer Building Guide, which provides key information about your rights and responsibilities under NSW's  | YES <input type="checkbox"/> | NO <input type="checkbox"/> |
| 14 | Does the contract include a statement about the circumstances in which the contract may be terminated?   | YES <input type="checkbox"/> | NO <input type="checkbox"/> |

### SIGNATURES:

Do not sign this contract unless you have read and understand the clauses as well as the notes and explanations contained in this document. If you have answered "no" to any questions in the checklist, you may not be ready to sign the contract. Both the contractor Builder and the owner Customer should retain an identical signed copy of this contract including drawings, specifications and other attached documents. Make sure that you initial all attached documents and any amendments or deletions to the contract.

### SIGNED COPY OF THE CONTRACT:

Under the Home Building Act 1989 a signed copy of the contract must be given to the owner Customer within 5 working days after the contract is entered into.

### HOME BUILDING COMPENSATION FUND:

The contractor Builder must provide you with a certificate of insurance (for work over \$20,000) under the Home Building Compensation Fund before the contractor Builder commences work and before the contractor can request or receive any payment.

### COOLING OFF PERIOD FOR CONTRACTS WITH PRICE OVER \$20,000.00:

Under the Home Building Act the Customer may, by notice in writing, rescind the contract. The contract may be rescinded even if work has commenced under the contract. A notice of rescission can only be given to the Builder :-

- Where the Customer has been given a copy of the signed contract - within five (5) clear business days after being given a copy of the signed contract or
- Where the Customer has not been given a copy of the signed contract within five (5) days after the contract was signed - within five (5) clear business days after the Customer becomes aware of being entitled to be given a copy of the signed contract.

The notice of rescission must state that the Customer rescinds the contract, and must be given to the Builder by leaving it at the address shown as the Builder's address.

If the contract is rescinded under the cooling off period the Builder may retain out of any money already paid the amount of any reasonable out of pocket expenses that the Builder incurred before the rescission. The Builder is entitled to be paid a reasonable price for any work carried out under the contract to the date the notice of rescission is given.

### ACKNOWLEDGMENT OF OWNERS

- I/we have been given a copy of the Consumer Building Guide and I/we have read and understand it.
- I/we have completed the checklist and answered all items on it.

Note. Where the owner Customer is a company or partnership or the contract is to be signed by an authorised agent of the owner Customer, the capacity of the person signing the contract, eg director, must be inserted.

Initial: \_\_\_\_\_

## Mandatory information for consumers

**Builders and tradespeople must give you a copy of this guide** before entering into a contract for residential building work that costs more than \$5,000. Read this guide to help protect your rights, carry out your responsibilities and support your building project.

### Protecting consumers under home building laws

NSW Fair Trading is the NSW Government agency regulating residential building work (including building or trade work on single dwellings, villas, houses and home units) under the *Home Building Act 1989*.

### What to consider before work starts

#### Licensing

Licensing requirements include:

- tradespeople and builders carrying out residential building work valued at more than \$5,000 must be licensed by NSW Fair Trading (check a licence on the Fair Trading website or by calling 13 32 20)
- regardless of the work's cost, a licence is always required for specialist work (like plumbing, air conditioning and refrigeration, electrical work and gasfitting)
- if the work requires more than one tradesperson, you need a builder to manage the building project and co-ordinate the tradespeople, such as plumbers, painters and carpenters.

### Home Building Compensation Scheme

The State Insurance Regulatory Authority (SIRA) regulates home building compensation (HBC) cover in NSW. HBC cover is required where work is worth more than \$20,000 (including labour and materials). The builder or tradesperson must give you evidence of HBC cover before they start work on your project or you pay them any money, including a deposit. For more information or to check the validity of your cover, visit [sira.nsw.gov.au](http://sira.nsw.gov.au) or call 13 10 50.



### Approvals

To help your building project go smoothly:

- check with your local council or an accredited private certifier on approvals your building work needs
- engage a building certifier. This is your responsibility, not the builder's.

### Contracts and payments

**All contracts must be in writing.** The two main contract types are:

- **fixed price or lump sum** - where the builder or tradesperson agrees upfront to a fixed amount for the whole job. Unforeseen changes during construction may affect the final cost
- **cost plus contract** - there is no guaranteed final cost for the job (often this contract is used where the project's nature prevents the final cost from being calculated). The consumer repays the builder for verified direct and indirect costs and fees at regular intervals. It is good practice for the builder to give a non-binding estimate before starting, and track costs with you against the project's budgeted estimate.

Residential building work **worth less than \$20,000** must be done under a 'small jobs' contract. The written contract must be dated and signed by, or on behalf of, each party. It may specify that work be paid for at regular intervals. It must contain:

- the parties' names, including the name of the holder of the contractor licence as shown on the contractor licence
- the number of the contractor licence
- a description of the work
- any plans or specifications for the work, and
- the contract price, if known.

Residential building contracts and contracts for specialist work valued at more than \$5,000, which require a certifier, must (unless you are a developer) include terms about your freedom to choose your own certifier. The contractor must

**Tel: 13 32 20**  
**[fairtrading.nsw.gov.au](http://fairtrading.nsw.gov.au)**

Initial: \_\_\_\_\_

also give you prescribed information about certifiers, published by Fair Trading, before entering into a contract.

It is an offence for a contractor to unduly influence your choice of a certifier or object to your choice. Examples of undue influence include:

- making it a requirement of the contract that a specified certifier or class of certifier is or isn't appointed
- offering to change the contract price if a specified certifier or class of certifier is or isn't appointed
- refusing to carry out work under the contract if a specified certifier or class of certifier is or isn't appointed.

Residential building contracts regarding work **worth more than \$20,000** requires a full home building contract. As well as all of the requirements of the 'small jobs' contract, it must include other comprehensive information such as the details of the statutory warranties the builder must provide, the cost of any applicable HBC cover and the contract price or warning that the contract price is not known. The contract must also include a checklist prescribed by Fair Trading. Find a **complete list of contract requirements** on our website.

All contracts over \$20,000 in value must have a progress payment schedule. Progress payments must match the work carried out and, for cost plus contracts, be supported by receipts or other verifying documents.

Any change you need to make to a contract is a '**variation**'. Variations must be in writing and be signed by both parties to the contract. Almost all will impact the contract price.

The **maximum deposit** you can be asked to pay before work starts is 10%.

## Common traps and tricks

Beware of:

- an extremely low quote compared with others. This may indicate the job's quality is being compromised, or that the builder may not fully understand what is required
- 'sales pitches' putting pressure on you to sign a contract quickly to avoid a price increase
- a builder who recommends you get an owner-builder permit while they organise all the building work. The builder may be trying to avoid responsibility and may

not have the right kind of licence or HBC cover.

## When things go wrong

### Statutory warranties

Builders and tradespeople must guarantee that their work is fit-for-purpose, performed diligently and delivered in a reasonable timeframe, in line with the contract. Unless otherwise specified, materials should be new and appropriately used. These warranties are time-limited: legal proceedings to enforce them must be commenced within 6 years for major defects and 2 years for all other defects. There is another 6 months for both warranty periods if the defect only became apparent after 18 months or 5 and a half years. Find out more about these warranties on the Fair Trading website.

### Resolving a dispute with your builder or tradesperson

These steps can help you resolve a dispute:

- **you must notify your builder or tradesperson** and discuss concerns as soon as you become aware of a problem. Follow up with an email or letter
- **understand acceptable work standards** by downloading the *Guide to Standards and Tolerances* from our website
- contact Fair Trading for **free dispute resolution** if you and your builder or tradesperson are unable to resolve the dispute
- lodge a claim with the **NSW Civil and Administrative Tribunal (NCAT)** if you remain unsatisfied with the dispute resolution outcome
- protect your rights under the **HBC Scheme**: contact your insurer or provider as soon as you become aware of defective or incomplete work.

### Home building compensation disputes

For help resolving disputes with a HBC insurer or provider, visit the SIRA website [sira.nsw.gov.au](http://sira.nsw.gov.au) or call 13 10 50.

## More information

Visit the Fair Trading website to:

- learn more on your rights and responsibilities and the statutory warranties
- do an online licence check to verify a builder or tradesperson's licence details
- find out about dispute resolution
- download free home building contracts
- subscribe to enews.

Tel: 13 32 20

[fairtrading.nsw.gov.au](http://fairtrading.nsw.gov.au)



# AGREEMENT BETWEEN PARTIES



**THIS CONTRACT DATED:** \_\_\_\_\_

**TO BUILD A CONCRETE POOL SHELL AT:** (Site Address) \_\_\_\_\_

**IS BETWEEN:** Blue Haven Pools South P/L (Builder) ABN: 78 133 909 369 Lic. No. 237620C  
68 Hume Highway, Lansvale NSW 2166 Tel: 9728 0444

**AND:**

**FULL NAME (S):** (Customer) \_\_\_\_\_

**POSTAL ADDRESS:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **EMAIL:** \_\_\_\_\_

**PRIMARY SITE CONTACT:** \*Please nominate one point of contact.

Name: \_\_\_\_\_ Contact No.: \_\_\_\_\_

**FOR THE CONTRACT PRICE OF:** (Inclusive of GST.)

**TOTAL IN WORDS:** \_\_\_\_\_ **\$:** \_\_\_\_\_

**HBCF INSURANCE:** (included in price) \$ \_\_\_\_\_

The contract price may change under the following circumstances.

- Weather damages
- Variation or changes to the pool or site
- Increases in provisional sums, taxation and increased building costs (labour & material)
- Local Government compliance
- Design changes to meet site conditions including but not limited to; incorrect boundary, specific soils, rock, sand or change of access.

## IT IS AGREED THAT:

1. The Customer engages the Builder to carry out and complete the pool/spa/associated works in accordance with the particulars set out in contract.
2. The Customer agrees to pay the contract price and additional costs, if any, as allowed under the contract.
3. The work site is a construction site and because of the dangers involved the Customer will comply with the Builders occupational, health and safety directions and will not, for the construction period, treat the site as anything other than a construction site.
4. Parties of this contract and relations are not permitted to write an announcement, blog, public statement or article for publication without the Company's permission.
5. The Customer agrees to provide amenities, power, water and waste bin on-site at all times.
6. The Customer agrees to provide unrestricted access for the duration of the build without Builder calling ahead for access.

## BLUE HAVEN POOL REPRESENTATIVE:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

## CUSTOMER:

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

# PAYMENT SCHEDULE



## PAYMENT SCHEDULE FOR BUILDING WORKS:

PAYMENT 1: \$ \_\_\_\_\_ Home owners warranty prior to excavation, if applicable.

PAYMENT 2: \$ \_\_\_\_\_ Due upon delivery of steel bars and excavation by Builder or Customer on completion.

PAYMENT 3: \$ \_\_\_\_\_ Due on day of steel fixing completion.

## PAYMENTS BY 4 PM ON DAY DUE.

Commonwealth Bank  
BSB 062 195  
Account no. 10218030  
EFT Reference: SURNAME & JOB NUMBER  
CREDIT CARD implies a 2.5% surcharge

## TIME SCHEDULE:

- Customer to complete onboarding session prior to construction allocation.  
[www.bluehaven.com.au/onboarding](http://www.bluehaven.com.au/onboarding)
- Standard block excavations should commence with 4-6 weeks of all necessary building approvals and if required being obtained or access becoming available and surveyor set out if required.
- Surveyor setout required by customer in the absence of accurate boundaries & slab.

# POOL DESIGN



## LEDGES:

Internal ledges take away from swimming area and protrude approx. 400 – 600mm from wall.

They are approx. 500mm deep. Steps vary in design and tread and they are placed to maximise swimming area.

## POOL DESIGN:

1 grid square = 1m x 1m

## HEIGHT OF POOL. SETTING DATUM:

'Datum point' will be the finished level of pool concrete structure.

Pool coping will be placed on top of the achieved level. DATUM POINT IS: \_\_\_\_\_

- Pool structure level with the datum point OR  Pool concrete structure will be finished \_\_\_\_\_ mm  
 above OR  below the datum point.

## ABOVE NATURAL GROUND:

As per Engineers design, if the pool level is above natural ground you will need an out of ground structure. To comply with CDC regulations your pool should not exceed 600mm out of ground. Higher pools with wider than 300mm walkways require a full Council DA and be subject to DA conditions.

- If using boundary as pool fence it must be 1.8m high from top of pool structure. Raising at owners cost.
- An out of ground structure may affect neighbouring privacy and may require a Council DA.
- Landscaping solutions to enter structure will be at the owners cost and must be approved by local Government. ie. decking, steps and walkways.
- Landscaping solutions to dress the external walls / risers will be at cost of the Customer.

## BELOW NATURAL GROUND:

If the desired finished pool level is below natural ground you may need to drop site levels to add an upturn wall or retaining wall. Overburden excavation, soil removal, retaining wall cost are then to be considered by Customer.

## POOL DESIGN CHECKLIST:

- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Coping width                        | <input type="checkbox"/> Feature walls / retaining walls shown         | <input type="checkbox"/> Location of sewer / easements    |
| <input type="checkbox"/> Pool dimensions                     | <input type="checkbox"/> Datum point provided and marked               | <input type="checkbox"/> Location of large trees & height |
| <input type="checkbox"/> Pool setbacks from boundary         | <input type="checkbox"/> Pool level in relation to Datum               | <input type="checkbox"/> Filter location                  |
| <input type="checkbox"/> Pool setbacks from house / building | <input type="checkbox"/> 4 levels of pool above / below natural ground | <input type="checkbox"/> Pool fence and gate              |
| <input type="checkbox"/> Pool depths                         | <input type="checkbox"/> North point                                   | <input type="checkbox"/> Damp course & weepholes          |
| <input type="checkbox"/> Steps / ledges shown                |  |   |

NOTE: Any pool position encroaching on existing or proposed structure in zone of influence will require site specific engineering.



# SCOPE OF WORKS



## FENCING & VOID BOARDING:

Temporary fence hire for duration of build:  Customer

Void protection cover:  N/A  Customer  Builder

## POOL:

POOL SIZE: \_\_\_\_\_ Shape:  Formal  Freeform

EXTRA AREA: \_\_\_\_\_ INTERNAL LEDGES: \_\_\_\_\_

POOL DEPTH: \_\_\_\_\_ Depths are approximate. Refer to pool engineering for radius.  
Water level will fluctuate & best kept top skimmer box.

BOND BEAM WIDTH: \_\_\_\_\_

EXTENDED WALKWAYS / SURROUNDS: \_\_\_\_\_

## RETAINING & FEATURE WALLS:

FEATURE WALL:  N / A Length: \_\_\_\_\_ Height: \_\_\_\_\_

FEATURE WALL FINISH:  Bare concrete / Raw.

WATER BLADE PROVISION FOR WALL:  600mm  900mm  1200mm  1800mm  Not applicable

PROVISION ONLY PLUMBING FOR WATERFALL:  Yes  No

## SPA, WET EDGE:

SPA  N / A Size: \_\_\_\_\_

SPA WALL:  Raised higher with weir / spillway OR  Same level as pool

SPA INCLUSIONS: Jet quantity: \_\_\_\_\_  Infloor blower provision  Heating provision

Lighting provision  Independent pump provision  Spa run through single speed pool pump

OR  Specify: \_\_\_\_\_

SPA JETS:  Spa jets fitted to wall / quantity: \_\_\_\_\_

Pump line for jets OR  Run through future single speed pool pump

SWIM JETS:  Twin Swim jets fitted to wall & powerful pump (Can't be sold as provision only, must be a complete set)

WET EDGE TANK: including suction box. Size: \_\_\_\_\_ Size subject to capacity design

## PRE PLUMBING, LIGHTING & HEATING:

SKIMMER BOX: Qty: \_\_\_\_\_ RETURNS: Qty: \_\_\_\_\_

HEATING:  Provision only

LIGHTING:  Provision Qty: \_\_\_\_\_

# POOL EXCAVATION



## EXCAVATION BY:

Customer OR  Builder

Removal of trees, cubby houses, clothes lines, retaining walls, landscaping, fences ect. are not included.  
Kerb and gutter damage is at owners risk. Bonds for Council are payable by owner.

## MACHINE DETAILS:

- Standard excavator is 5 tonne and requires minimum access of 2.1m wide x 2.3m high & 4m turning circle.  
 3 tonne excavator requires minimum access of 2.1m wide x 2.m high.  
 1.8 tonne excavator requires minimum access of 1.5m wide x 2m high.  
 Mini excavator requires minimum access of 1m wide x 1.5m high.

## ACCESS:

Nomimated unrestricted access point is: i.e. driveway. Specify: \_\_\_\_\_

VIA NEIGHBOURS PROPERTY:  YES  NO

VIA COUNCIL PROPERTY:  YES  NO

Wavier to be signed.Council Permit application & fees by owner.

TRAFFIC CONTROL:  YES  NO

Council Permits, planning and costs associated with traffic control not included in crontract price and may be required for long haul, concrete or deliveries.

## SOIL:

Removed by:  Customer OR  Contractor Specify: \_\_\_\_\_  
By authority.

On site:  Adjacent excavation  Elsewhere on the site Specify: \_\_\_\_\_  
Bobcat payable.

Bobcat required:  YES  NO Payable by:  Customer OR  Builder

## UNDERGROUND SERVICE LINES:

Running through the pool area, known or unknown, can be moved to allow construction to proceed.

## ROCK EXCAVATION:

Rock / Shale breaking services is calculated at \$250 per cubic metre, plus removal i.e. cartage & tipping.  
Due to the equipment use , minimum charge of \$1800. Payable by Customer.

## CAVE INS:

Should the excavation become unstable due to weather or site conditions, cave in restoration will be charged minimum \$550. Should the Steel Cage be installed and the excavation becomes unstable due to weather or site conditions cave in restoration will charged from \$3300.

The excavation should be kept de-watered by Customer at all times to prevent cave in.

## GROUNDWATER SEEPAGE:

Pump hire: \$350 per day if required. Payable by Customer.

## OVERBURDEN EXCAVATION:

An uneven site will need to be levelled prior to pool dig. Overburden is calculated at \$100 per cubic metre.

## SOIL DENSITY:

If KPA below 150, site may be fill soil or loose density. Variation to retain at cost of Customer.

## NOT INCLUDED:

• Speer pumps • Silt barriers • Erosion & sedimentation control measures • Concrete cutting or base preparation prior to excavation • Tree removal • Survey setout for vacant block to identify boundaries • Restoration or diversion of underground service lines. • Mandatory temporary fence hire to protect the excavation void • Traffic control • Piering • Dewatering excavation • Rock excavation • Soil excavation • Overburden cut • Restoration to areas damaged whilst gaining access.

# ACCESS & EXCAVATION WAIVER



**OWNER EXCAVATION WAIVER:**     **Applicable**     **Not Applicable**

If Customer has nominated excavation, follow these guidelines;

- All levels for the pool have to be followed from the chosen datum.
- The pool will need to sit on a bond beam of 150mm right around in depth and in width 600mm.
- Pool will need to be dug to the same bearing density of 150kpa minimum in the shallow and deep end and allow for the depth of steel, blue metal and concrete. Refer to engineering regards to the radius curve.
- The deep end excavation will have a radius of 600mm shallow end and 900mm deep end. This needs to be measured from datum point chosen.
- Any ledges in the pool have to be 600mm deep from datum and 400mm - 450mm wide.
- The skimmer box will need to be dug out with dimensions - 600mm long 450mm wide 700mm deep
- Hydrostatic valve space to be excavated 1400mm off deep end wall, 300mm x 300mm sump depth
- Excavation lines have been put up and need to be followed from top of pool to bottom. Blue haven take no responsibilities in any over excavation works.
- Should the excavation be 'over size' the costs associated with form work, additional blue metal or bulk concrete will be at cost of Customer.
- Blue metal to be placed in pool hole by Customer.
- We do not supervise owner excavations and will charge \$200 per hour plus call out should your excavator operator require advice.
- Piers required in event of KPA / soil density changes.
- Piering will require engineer inspection & instruction. Fee payable by Customer.

**ACCESS DAMAGE WAIVER:**     **Via Neighbour**     **Own Property**     **Crossing Council Land**

- Customer to provide unrestricted access to excavate pool and bring in materials.
- There is damage risk to driveway / structure / lawns / other in the access path.
- Any costs associated with restoration works will be cost to Customer.
- If the tradesmen assist by removing a fence to get access, the cost to re-erect is not included.
- Builder is released of liability for general wear and tear of your property.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_



# WASTE MANAGEMENT REMOVAL



**AUTHORISATION TO BOOK WASTE MANAGEMENT:**     Yes     No     N / A

## WASTE MANAGEMENT CONTRACTOR REQUEST:

- Customer request for contractor to remove Excavated Material\* from Pool Site to closest waste management plant.  
\*Non contaminated soil or clay but excluding rock, shale, acid sulphate affected or foreign matter.
- Customer to have payment PRIOR TO LOADING based on supervisor estimate.
- Long Haul float \$300 plus \$350 per hour, plus tolls and levy fees. Minimum 3-hour turnaround.
- Size of waste truck subject to street access, stockpile room and time span of pool excavation.
- Cost averages for large long haul cartage \$1300 per truck and trailer
- Small long haul cartage \$700 per bogie load - usually for a Culdesac location
- Vegetation such as Builder's rubble, bricks, concrete, tree roots, grass, must be sorted separately or sorted at the disposal plant.
- Tip fees payable by Customer.
- In the event of stock piling or direction of relevant authority bodies; silt barriers or any other erosion or pollution control measure payable by Customer.
- Traffic control not included if needed.
- Stockpile room required for soil prior to loading truck is 10m x 10m.

## AUTHORISED / SIGNED BY CUSTOMER:

Full Name: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_

### LARGE

LONG HAUL - TRUCK AND DOG



### SMALL

LONG HAUL - BOGIE



# EXCLUSIONS



## ITEMS WHICH MAY NOT BE INCLUDED IN THE CONTRACT PRICE:

The list and answers in this part are to be referred to in determining whether particular work or expense is included within the work to be carried out for a lump sum under the contract or is to be carried out as work for a rate, or as a variation, where a variation arises.

	Select <input checked="" type="checkbox"/>	Included <input type="checkbox"/>	Excluded <input checked="" type="checkbox"/>	Rate
1		<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$1550
2		<input type="checkbox"/>	<input checked="" type="checkbox"/>	POA
3		<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$250 cubic m / \$400 cubic m by hand or mini dig
4		<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$550 to \$3300
5		<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$100 cubic m
6		<input type="checkbox"/>	<input checked="" type="checkbox"/>	POA
a)		<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$250 per sq m
b)		<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$350 per sq m
c)		<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$220 per sq m
7		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
8		<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$250 per lineal m
9		<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$65 per lineal m
10		<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$65 per lineal m
11		<input type="checkbox"/>	<input checked="" type="checkbox"/>	POA
12		<input type="checkbox"/>	<input checked="" type="checkbox"/>	POA
13		<input type="checkbox"/>	<input checked="" type="checkbox"/>	POA
14		<input type="checkbox"/>	<input checked="" type="checkbox"/>	POA
15		<input type="checkbox"/>	<input checked="" type="checkbox"/>	POA
16		<input type="checkbox"/>	<input checked="" type="checkbox"/>	POA
17		<input type="checkbox"/>	<input checked="" type="checkbox"/>	From \$550

# EXCLUSIONS



	Select <input checked="" type="checkbox"/>	Included	Excluded	Rate
18 Traffic control.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
19 Tree protection measures, stump grinding and tree removal.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
20 Generator hire for unpowered site.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
21 Dewatering of excavation or pool shell during construction.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
22 Void protection cover.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
23 Overflow plumbing, hydraulic engineering & drainage.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
24 Static line to push concrete 60m - 80m from road to pool.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$2000
• Charges for concrete push after 80 metres.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$200 per lineal m
25 Acid Sulphite requirements including soil treatments.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	POA
26 Bobcat standard.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$1200 per day
27 Bobcat less than 2.1m height.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$2800 per day
28 Watering of concrete shell for first 5 days after pour.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
29 Mass concrete for ledges & coping for out of ground pools.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$350 per sqm
30 Piering				
• 300mm diameter 1.5m apart up to 1m depth.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$220 per l/m
• 450 diameter 2.2m apart up to 1m depth.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$250 per l/m
• More than 1m in depth / to include pier cylindars, steel and concrete.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$350 per l/m
• Screw piles / depth based on kpi/density to engineering requirements.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$350 per l/m
31 40mpa concrete as directed by Engineer.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$85 per cubic m

## IMPORTANT:

- Access to water & power is essential.
- Concrete hopper bins - \$750.
- Generator hire is required for unpowered sites.

# CONDITIONS OF CONTRACT



## 01 INSURANCE UNDER PART 6 / 6B OF HOME BUILDING ACT 1989 – CONTRACTS OVER \$20,000:

- a) The Builder must provide Customer with a Certificate of Insurance before the Builder commences work and before the Builder can request or receive any payment.
- (i) It is the Customer's responsibility to receipt their Policy prior to excavation commences on site and prior to contract payment.

## 02 COOLING OFF PERIOD FOR CONTRACTS WITH PRICE OVER \$20,000:

- a) Under the Home Building Act 1989 the Customer may, by notice in writing, rescind the contract within five (5) business days after the contract was signed. The contract may be rescinded even if work has commenced under the contract. The Customer accepts:
- (i) If the contract is rescinded within the 5 day cooling off period, without work commencing, a set cost of 4% of contract value will be payable by the Customer as a contribution to the sales person.

## 03 TERMINATIONS BEFORE WORK ON SITE STARTED:

- a) The Builder may agree to the Customer request to terminate, cancel or end the contract prior to work on site commencing. In these circumstances the Builder is entitled to;
- (i) Retain or be paid any expense payable or paid in undertaking work pursuant to the contract prior to its ending
- (ii) Calculates expenses and costs including administration cost, full sales commission, cost of engineers drawings, drafting, site inspections, and pre construction fees that may exceed monies paid under the terms of the Pre Construction Agreement.
- (iii) And Customer accepts the Builder will be entitled to claim 25% loss of profit.

## 04 LOCAL GOVERNMENT COMPLIANCE:

- a) The Customer is responsible to review the Local Government Approval document and accept costs & time frames associated with conditions of approval i.e.; silt barriers, on site amenities, traffic control, work permits, fencing, soundproof box enclosure, landscaping, privacy screening etc.
- b) Customer must provide or pay any security required by the approval authority or other relevant bodies
- c) It is the Customers responsibility to obtain an occupation certificate.
- d) Matters known to affect Customer obtaining compliance are:
- (i) Decks or retaining walls constructed around the pool without prior approval
- (ii) Doors from dwelling or other out buildings entering the pool area
- (iii) Boundary fences acting as a pool barrier failing to reach 1.8m height, are non climbable and free of vegetation or climb points within 900mm arc from the top of the boundary fencing within the pool area.
- (iv) Glass fencing will require a glazing certificate
- (v) Electrical compliance certification must be submitted
- e) In the event the private certifier ceases to trade the cost to appoint a new certifier will be the Customers responsibility. The final inspection & occupation certificate arrangement is the responsibility of the Customer.
- f) In the event of the pool being filled with water prior to permanent pool fence erection it is the Customers sole responsibility to maintain a compliant temporary fence and refrain from using the pool until the final occupation certificate is issued.

## 05 CONTRACT INCLUSIONS:

- a) The Customer's selections are fully set out in the contract.
- (i) Prior negotiations or representations whether written or verbal, that are not incorporated in the contract documents do not in any way or regard vary the selections set out in the contract.

## 06 CUSTOMERS INSTRUCTIONS:

The Customer Is not to ask the Builders trade contractors to do any work whether outside of the contract work or to vary the construction work unless the Builder has approved the same in writing.

## 07 HOW TO DELETE VALUE OF WORKS FROM CONTRACT:

- a) If the scope of work is decreased or removed from the contract works, the actual expense or amount saved by the Builder because the work is now not required, will be the cost credit offered.
- (i) Where the Builder has purchased or obtained materials, then no deduction is payable to the Customer.

## 08 VARIATIONS:

- a) The Customer may order variations to the contract work
- (i) or may be required due to latent condition
- b) The Builder may order variations to the contract to vary the depth, length, width, height due to site conditions such as, but not limited to, underground services known or unknown at point of sale, existing structure, footing or dilapidation, weep hole placement, following an owner excavation, drainage, surveyor set out, tree roots, council conditions.
- c) It is noted and duly agreed that by reason of the construction process for a pool that there may not always be the ability to get a variation approved in writing before the work is carried out, such as may occur during work carried out when the Customer is at work no one of authority for the Customer is on site.
- (i) In such circumstances the Builder will try to contact the Customer and seek instructions over the phone.
- (ii) The Builder will record instructions to proceed with works necessary to overcome the matter in issue. The unsigned variation will be binding.

Initial: \_\_\_\_\_

# CONDITIONS OF CONTRACT



## VARIATIONS: cont.

- d) Any loss, damage, theft or deterioration in the work, materials and or pool equipment upon the site caused by matter or event beyond the Builder's control, such as weather, theft or other contractors engaged by the Customer,
  - (i) then if the Builder is required to re-do work or supply addition material or work to restore the site, the necessary work will be treated as an approved variation.
- e) Dewatering from rain, seepage or run off which affects the work being done or to be done is covered by this clause. Variations will be the sum set out in contract rates, or as agreed by the parties, or in the absence of agreement, valued at the actual cost to the Builder plus a reasonable margin of 25% covering overhead, profit and attendance.
- f) Cancelled variations will be charged at 15% or higher if the products or services are already deployed.
- g) If conditions are imposed by the relevant approval authority or other relevant bodies due to elected variation works or contracted works additional costs associated with Local Government and permit approvals are payable by the Customer and acknowledged by the Customer that costs are a variation and time extension will apply inline with processing time frame
- h) Variation orders to be accepted within 24 hours or workflow may be delayed up to 14-21 days to re-enter the construction schedule. All other reasons for time extension apply in conjunction with this gap.
- l) The Customer Is not to ask the Builders trade contractors to do any work whether outside of the contract work or to vary the construction work unless the Builder has approved the same in writing. Any monies paid to contractors outside the contract agreement will not be covered under warranty terms and treated on a 'deal-direct' basis.

## 09 EXTENSION OF TIME:

Customer acknowledges the site is a work place and provides builder with unrestricted access & possession:

- a) The Builder has authority and the right to restrict access to any part of the work site.
- b) This authority extends to prevent access to the Customer or any of its contractors for anything other than its duties relating to temporary fence erection and those found under clause 9 - B, C, D.
- c) Customer authorizes all works to be carried out by Builder noting unrestricted access for the full term of the contract without the need for Builder to request permission to access the site ahead of time.
- d) The work site shall be fenced with temporary fencing under the codes of site safety marking the construction zone to which the Builder has unrestricted access.
- e) Stock delays, delays beyond the Builders control, wet or inclement weather is an automatic variation of time extending the date for practical completion.
- f) Seasonal holidays and supplier closure dates will stop the clock two weeks before and two week after the actual holiday dates; in addition to wet weather clause.

## 10 PLACING CONTRACT ON HOLD OR SUSPENSION OF WORK DUE TO STAGE DELAY OR NON-PAYMENT:

- a) The Builder may agree, after any progress payment stage, to place the construction on hold for a maximum period of 12 months. If during the hold period there is any increased construction or government charges, then the additional cost will be payable by the Customer as an automatic variation.
- b) Once re-commencement is requested by the Customer the progression of works will be placed within the Builders work schedule taking into consideration other on-going contracted work. Any works outside of the contracted time frame terms will not be permitted to re-enter the construction schedule from 1st October to 31st December.
- c) In the absence of a written agreement to delay works for up to 12 months and works are not completed within the construction period set by the contract timeframe, the parties have pre-set the compensation at \$50 penalty per week payable by defaulting party.
- d) The Customer may request the Builder to expedite if practicable in order to overcome their delay.
- e) Upon receipt of proposal for expedition by written notice from the Customer, the Builder may expedite the work by employing or appointing additional labour, resources, carrying out additional temporary work, bringing additional or better performing construction equipment to the site or other as proposed by the Builder. The costs of any expedition requested by the Customer under this sub-clause are payable by the Customer as a variation.
- f) The Builder is not obliged to carry out any work under the contract whilst any money is due and owing to the Builder under the contract.

## 11 INSURANCES:

- a) The Builder is responsible for securing and maintaining insurance in respect of the following:
  - (i) Workers compensation and employers liability
  - (ii) Any person injury including death of any person arising out of or in the course of the work under the contract unless due any willful or negligent act of the Customer or of any other person for whom the Customer is responsible
  - (iii) Equipment and materials owned by the Builder including tools whether on the site or traveling to and from the site.
- b) The Customer is responsible for securing and maintaining insurance against
  - (i) Loss of damage to the Customer's property including all existing structures and contents
  - (ii) Loss or damage to materials and pool equipment delivered to site and
  - (iii) Any personal injury to a third party by willful or negligent act by Customer or party to Customer.

## 12 TEMPORARY FENCING:

- a) If the Customer fails to provide acceptable to Work Cover temporary safety fencing, the Builder will do so and the Customer will deem the cost associated as an automatic variation payable.

Initial: \_\_\_\_\_



# CONDITIONS OF CONTRACT



## 13 POWER & WATER:

- a) The Customer is to provide access to water and power for works to be performed under the contract.
- b) Costs associated with pump, hose, hiring generator or dewatering are not part of contract sum.

## 14 WASTE MANAGEMENT FOR CONSTRUCTION DEBRIS:

- a) Customer authorizes all construction rubble, debris and surplus building material to gather during the construction including but not limited to; concrete waste, steel bar offcuts, formwork, plumbing, nails, tile off cuts, boxes and all types of construction waste.
  - (i) The Customer is to provide a waste bin at all times to allow correct disposal from site
  - (ii) Customer failure to provide waste bin at all times will result in site clean up charges as the process is no longer suited to load-and-go.

## 15 UNDERGROUND, LATENT CONDITIONS & LOCAL GOVERNMENT COSTS:

- a) The contract price is based on there being no services such as water, sewer, gas, storm water or electricity; nor any latent conditions such as rock, contaminated or acid sulphate soil, dewatering or the existing condition of structures which will affect the works.
- b) If the Builder becomes aware of any such conditions the Customer must meet the cost of tests ordered and any required work or action to address the situation found as a variation
- c) Variation costs for works to address the situation found are to be covered by the Customer  
In the event of service lines which prohibit the excavation or which in order for the excavation to proceed, the Builder will break services and continue with works.
- d) Repair or replacement will be treated as additional or variation works.

## 16 ACCEPTABLE TOLERANCES:

- The plan specifies the dimensions of the pool. The Builder must adhere to the dimensions specified within a reasonable tolerance. An automatic tolerance at the Builders discretion may be to vary the depth, length, width, height due to site conditions such as, but not limited to, underground services known or unknown at point of sale, existing structure, footing or dilapidation, weep hole placement, following an owner excavation, drainage, surveyor set out, tree roots, council conditions
- Water level fluctuates and best kept to top of skimmer box  
Acceptable depth will fluctuate above and below 200mm.
- a) Swimming pool steps render, formwork, tiling tolerances do not follow the Building Code of Australia, which is primarily relevant to House Construction.
  - b) Vertical Tolerances for Internal and external vertical wall of pool structure within a tolerance of: +70mm to -70mm from top to bottom.
  - c) Horizontal Tolerances - Top of pool structure within a tolerance of 70mm from side to side.
  - d) Freeform steps and ledge tolerances - fluctuate in depth and width within 70mm.
    - (i) Ledges protrude approximately 400 to 600mm from wall. They are approximately 500mm deep.
    - (ii) Steps do not follow rules of building code and are designed to maximize swimming area and minimize protruding or excessive lengthening
  - e) Jet & Skimmer height, distance and proximity vary in placement due to steel bar pattern and plumbing layout. Placement or alignment does not affect performance
  - f) Floor Tolerances. Pool depth set in accordance with engineer radius.

## 17 QUALITY OF CONSTRUCTION / WARRANTY AND WORKMANSHIP:

The work under this contract will comply with the Small Swimming Pool Act 1992.  
Structure and cosmetic warranty is provided as per the Home Building Act 1989 with the period commenced upon completion of the work at each relevant stage.

## 18 LOSS OF WARRANTY BENEFITS:

The Customer loses the benefit of the warranties if:

- a) Concrete surrounds pinned into existing pool structure or failure to install adequate expansion joints horizontal or vertically in surrounds
- b) Load bearing structures, excavations, or penetration on top or within zone of influence of existing pool structure or surrounding pipework
- c) Stagnant water, rubble, metal, leaf tannin and debris collected in shell to be removed during construction
- d) Inappropriate external drainage results in water pooling around structure
- e) External water pressure during the filling of pool results in hydrostatic valve release
- f) Inadequate hydraulic water management & lack of drainage resulting in surface water running directly into pool
- g) Failure to earth the pool

Warranty claims must be made via online portal.

[www.bluehaven.com.au/warranty](http://www.bluehaven.com.au/warranty)

Initial: \_\_\_\_\_

# GENERAL CONSTRUCTION WORK FLOW SUBJECT TO CONTRACT INCLUSIONS



## BLUE HAVEN TASK:



<b>1A</b>	<b>CONTRACTED EXCAVATION</b> - Blue Metal, Pier Cylinders & Steel delivery or markout for owner excavation.
<b>1B</b>	<b>STEEL &amp; PLUMBING</b> - Plumbing lines and light conduit is laid. Local government inspections for steel & piercing.
<b>1C</b>	<b>CONCRETING</b> - Builders rubble will only be disposed of in a construction waste bin provided by owner

## CLIENT OBLIGATION:

<b>1A</b>	<b>TEMPORARY FENCING</b> - Temp Fence installation. DIY owner excavation or access via neighbour. <b>WAIVER NOW DUE. WAIVER FORM NOW DUE.</b> Skip Bin (2 cubic metre). <b>TIPPING FEE IS NOW DUE.</b> (CASH ONLY FOR SOIL REMOVAL.)
<b>1B</b>	Pool height, shape, location, filtration position signed off by both parties. <b>PAYMENTS 2 &amp; 3 DUE.</b>
<b>1C</b>	Water concrete shell for the 7 days. 10 mins AM & 10 mins PM.

## MORE INFORMATION:

The following is additional information relating to the timeline. The completion of these items on time will ensure your pool project is on schedule from the start of excavation to the filling of water and final signoff.

<b>1A</b>	<p>A compliant fence required to protect the excavation void.</p> <p>During the entire project we require clear access in and around the pool, in order to complete the project.</p> <p>Fair access must be provided for our material and machinery. Difficulty in access will require additional labour to get machinery and materials on site and could incur an additional charge.</p> <p>Every attempt will be made to keep the site and surrounds clean and free of rubbish, however it is a building site and some temporary markings will occur, and it must be understood that we will be working with cement etc, so we require a position on site to clean our equipment as the setting time of the material means this cannot be done off site.</p>
<b>1B</b>	Local government inspections required for steel & piercing. If you are the owner applicant, this is your responsibility. Note: some Certifiers require an Engineer Certificate. It is advised to check conditions of approval.
<b>1C</b>	Concrete wash out is common to empty the hopper. Blobs are spread out as smaller rubble to handle when dry & disposed of in a suitable construction bin provided by owner.

## IMPORTANT:

- Do not concrete backyard until all pipework, electricals and gas lines are in position.



## Security of Payment Guide

Understanding progress payments in the building and construction industry

### The Security of Payment laws

In NSW, people who carry out construction work or supply related goods and services under a construction contract are entitled to receive progress payments for the work or supply of those goods and services.

This is regulated by the *Building and Construction Industry Security of Payment Act 1999* (NSW) and Building and Construction Industry Security of Payment Regulation 2020 (NSW) (“Security of Payment laws”).

The Security of Payment laws are relevant to those involved in contracts within the building and construction industry such as builders, tradies, subcontractors, consultants and suppliers.

The purpose of the Security of Payment laws is to reduce the risk of insolvency in the building and construction industry in NSW by ensuring members of the contractual chain are paid for the work or services they provide.

### What do the Security of Payment laws apply to?

- ✓ Any construction contract.
- ✓ A construction contract that is written or oral.
- ✓ A construction contract that is partly written and partly oral.
- ✓ A construction contract that says it is to be governed by a law of a State or Territory outside of NSW but the work is carried out in NSW.
- ✓ On and from 1 March 2021, owner occupier construction contracts.

### What are owner occupier construction contracts?

Owner occupier construction contracts are construction contracts for residential building work on any premises or part of the premises where the contracting party resides or proposes to reside in. For example, an home owner engaging a builder to build their home.

### What’s not covered under Security of Payment laws?

- X A construction contract where the work is performed outside of NSW.
- X A construction contract for goods and services supplied in respect of construction work outside of NSW.
- X A construction contract that regulates an employer/employee relationship.
- X A construction contract that relates to a financial loan.

### What is a progress payment?

A progress payment includes:

- The final payment for construction work carried out or the supply of the goods/ services under the construction contract, or
- A single or one-off payment for carrying out construction work or the supply of goods/ services under the construction contract, or
- A payment based on an event or date (“milestone payment”).

This does not prevent the building contractor making one payment claim for a progress payment in any particular month for construction work carried out or for related goods and services supplied in that month.

### How is a progress payment amount determined?

The progress payment amount is usually set out in the construction contract.

If the progress payment amount is not set out in the construction contract, the amount will be calculated based on the value of the construction work undertaken or the goods/service provided.

### When is a progress payment due for payment?

A progress payment should be made in accordance with the terms of the applicable construction contract.

## Due date for payment

A person entitled to a progress payment (the claimant) may serve a payment claim on the person who, under the construction contract concerned, is or may be liable to make the payment.

There are specific maximum deadlines for payment depending on the nature of the contract.

If the construction contract under which the payment claim is made is **not** an owner occupier construction contract as defined by the Act, the following will apply:

**Where a head contractor** makes a payment claim to a principal, the payment claim becomes due and payable by the principal:

- 15 business days after the payment claim is served on the principal, or
- an earlier date if the construction contract between the principal and head contractor specifies this.

A progress payment to be made to a **subcontractor** becomes due and payable:

- 20 business days after the payment claim is served on the head contractor, or
- an earlier date if the construction contract between the parties specifies this.

Where a party to an **owner occupier construction contract** makes a payment claim, the claim becomes due and payable:

- in accordance with the terms of the contract, or
- if the contract makes no express provision with respect to the matter, on the date occurring 10 business days after a payment claim is served on the person liable to make the payment.

## Procedure for recovering progress payments

- ✓ A claimant can serve one payment claim in any month under each contract (can be on last day of one month and first day of next month) or on or from an earlier date if the contract provides this.

- ✓ If the construction contract has been terminated, a payment claim can be made from the date of termination.
- ✓ A payment claim must identify the goods or services the claim relates to, the claimed amount, and clearly state it is a payment claim made under the Security of Payment laws.
- ✓ A claimant can only make a claim within the period determined in the contract or 12 months after the work was carried out (whichever is later).
- ✓ A head contractor claimant must fill out and attach a supporting statement form to their claim.

## Replying to a payment claim: payment schedules

A party who has been served a payment claim ("the respondent"), may reply by providing a **payment schedule** to the claimant.

There are strict timeframes for a respondent to provide a payment schedule to a claimant. These are:

- within the time outlined in the construction contract, or
- within 10 business days after the payment claim is served (whichever is earlier).

If a respondent does not provide a payment schedule to the claimant within the timeframe required, they are liable to pay the amount requested by the claimant in the payment claim.

A payment schedule must identify:

- the payment claim it is for
- the amount of payment (if any) that will be paid (the "scheduled amount")
- if the scheduled amount is less than the claimed amount, why the scheduled amount is less
- if it is less because the respondent is withholding payment for any reason, the respondent's reasons for withholding payment.

## Important facts

- Interest is payable on the unpaid amount of a progress payment that has become due and payable.
- If a progress payment is due and payable, a claimant can exercise a legal right (called a lien) to legally possess any unfixated plant or materials they have supplied to the respondent, until the progress payment is paid.

## What if a progress payment is not paid?

If the claimant has made a payment claim, and the respondent does not accept the payment claim, a claimant can apply to have the matter dealt with by an adjudicator or a court.

A claimant can make a claim in court or make an application for the matter to be heard by an adjudicator, if:

- the respondent does not provide a payment schedule, or
- the scheduled amount indicated in the payment schedule is less than the claimed amount indicated in the payment claim, or
- the respondent does not pay the claimant in accordance with the payment schedule.

A claimant can serve a payment withholding request on a principal contractor to retain sufficient money to cover the claim out of money that is, or becomes payable by the principal contractor to the respondent.

## Adjudication

A claimant may apply for adjudication of a payment claim where the respondent provides a payment schedule but:

- the scheduled amount indicated in the payment schedule is less than the claimed amount, or
- the respondent fails to pay the whole or any part of the scheduled amount to the claimant by the due date for payment of the amount.

The claimant may also apply for adjudication of a payment claim if the respondent fails to provide a payment schedule at all to the claimant and also fails to pay the whole or any part of the claimed amount by the due date for payment of the amount.

Information relating to the adjudication of payment claims is outlined in [Division 2, Part 3 of the Act](#).

Fair Trading Security of Payment Guide fact sheet | July 2021

## Key points: Adjudication

- The Security of Payment laws provide rules relating to an adjudication application, such as the number of days an application must be made within. For more details see [section 17 of the Act](#).
- A claimant may withdraw an adjudication application at any time before an adjudicator has been appointed or before the application is determined.
- Authorised nominating authorities (organisations authorised by the Minister) refer adjudication applications to an eligible adjudicator. The eligibility criteria for adjudicators is detailed in [clause 19 of the Regulation](#).

## Trust account requirements

If a head contractor has a construction contract with a principal that has a value of at least **\$20 million**, the head contractor has an obligation to:

- ✓ Hold **retention money** in trust for the subcontractors entitled to the money.
- ✓ Ensure that the money is paid into and retained in a trust account established with an authorised deposit-taking institution (ADI) approved under [section 87 of the Property and Stock Agents Act 2002](#).
- ✓ Ensure the retention money is paid into the trust account no later than 5 business days after the head contractor is required to retain the retention money.

## What is retention money?

Retention money means money that is retained by a head contractor out of money that the head contractor is required to pay to a subcontractor under a construction contract as security for the performance of obligations of the subcontractor under the contract.

For example, 5% of the contract's value may be held as the retention money, or there could be an arrangement where there will be a 10% deduction from each of the subcontractor's progress payments which is kept as the retention money component. Each construction contract may contain different terms and can be negotiated.

## Establishing a trust account

When establishing a trust account for retention money, there are certain requirements, such as notifying the Secretary of the account's details and notifying the ADI that it is an account opened for the purposes of the Security of Payment laws.

For more information on the requirements when opening a trust account see [clause 9 of the Regulation](#).

## Withdrawals from a trust account

A head contractor must not withdraw retention money from a retention money trust account except for 1 of these 4 reasons:

- ✓ Payment of money in accordance with the terms of the construction contract under which the money was retained by the head contractor.
  - ✓ If the head contractor and subcontractor make an agreement in writing.
  - ✓ To pay an amount that an adjudicator has determined the respondent must pay to the claimant.
  - ✓ In accordance with an order of a court or tribunal.
- ✗ It cannot be used by the head contractor to pay their own debts.

## Record keeping

A head contractor must keep records in the form of a ledger to keep track of things such as the amounts deposited into or withdrawn from the account. The ledger is to be provided to the subcontractor at least once every 3 months, or as often as may be agreed in writing by the head contractor and the subcontractor (but at least once every 6 months).

## More information

Visit [fairtrading.nsw.gov](http://fairtrading.nsw.gov) and search for "security of payment" or email [securityofpayment@customerservice.nsw.gov.au](mailto:securityofpayment@customerservice.nsw.gov.au)

For further help call 13 32 20. If you're deaf, hard of hearing, or speech-impaired, contact us through the [National Relay Service](#). If you speak a language other than English, call our Telephone Interpreter Service on 13 14 50.

## Definitions: key terms

**Principal** means the person for whom construction work is to be carried out or related goods and services supplied under a construction contract (the main contract) and who is not themselves engaged under a construction contract to carry out construction work or supply related goods and services as part of or incidental to the work or goods and services carried out or supplied under the main contract.

**Head contractor** means the person who is to carry out construction work or supply related goods and services for the principal under a construction contract (the main contract) and for whom construction work is to be carried out or related goods and services supplied under a construction contract as part of or incidental to the work or goods and services carried out or supplied under the main contract. **Note**—There is no head contractor when the principal contracts directly with subcontractors.

**Subcontractor** means a person who is to carry out construction work or supply related goods and services under a construction contract otherwise than as head contractor.

**Claimant** means a person by whom a payment claim is served.

**Respondent** means a person on whom a payment claim is served.

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Approved form under: Home Building Regulation 2014 (clause 8)

# SPECIAL CONDITIONS / BUILDERS NOTES



## IMPORTANT:

- No quotations, emails or texts will form any part of this Agreement. All information to be finalised on this page.
- Do not concrete backyard until all pipework, electricals and gas lines are in position.
- Pool to be earthed.
- Blue Haven does not book Shell Finishes from September to December.
- If you are planning on installing Gas Heating in the future, correct size gas line installation will be required during your house build for eg. 25mm - smaller gas heater or 40mm for a 400mj gas heater.

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# CONGRATULATIONS YOU'RE AWESOME!

*Thank you for  
choosing our family  
business to build  
your haven.*

*Remonda and Richie*

