

## REPORT & INSPECTION OF THE BOOKS & RECORDS OF THE OWNERS CORPORATION

For and on Behalf of  
**Mr/Mrs Faglioni & Tackett**  
**C/- Harding Conveyancing**  
**PO Box 1078**  
**GYMEA NSW 2227**  
[donna@hardingconveyancing.com](mailto:donna@hardingconveyancing.com)

Matter of:	<b>Faglioni &amp; Tackett (Sale)</b>
File Reference:	
Address:	<b>9/206-208 The Boulevard Miranda</b>
Lot No:	<b>9</b>
Strata Plan No:	<b>SP56151</b>
Date of Inspection:	<b>9 Dec 2015</b>

### P R E F A C E

We note your specific requests and advise

- Building Defects - *Refer to the Building Defects section of this report for further information.*  
Fire Safety Certificate - *There is no evidence of a fire safety statement being prepared or requested by Council*
- Special Levies - *Refer to the Special Levies section of this report for further information.*

This report was obtained at the Vendors request, therefore details contained within this report are accurate as at 9 Dec 2015, the date on which the inspection was conducted.

Should you wish to obtain an updated search and report on any records which may have been added in an intervening period, please do not hesitate to contact the strata search company M & W Legals on 02 9527 3019.

Netstrata maintain the records of the Owners Corporation on computer. **The computer system contains numerous documents which are not identified with a subject. Due to the large numbers involved and the time required to open each document - inspection of every document has not been possible.** Perusal of these records, in order to identify the required information, is significantly more complex than normal. We cannot guarantee that all documents in relation to computerised records were sighted or in fact have been scanned into the computerised system made available for inspection. This report is based on a compilation of information provided by the Strata Manager.

### Strata Roll

The following information is taken from the Strata Roll which is maintained **on computer apparently** in accordance with the requirements of Section 118 of the Strata Schemes Management Act, 1996.

Name:	Matthew Faglioni & Katrina Faglioni
Address:	9/206-208 The Boulevard Miranda
Other Interests:	None Shown
No. of Owner/Occupier Units:	} Unable to Ascertain
No. of Tenanted Units:	}
Original Owner:	Abasel Pty Ltd

### Insurance

Insured:	The Proprietors Strata Plan 56151
Insurer:	AAI Ltd
Broker:	Longitude Insurance
Policy No:	LNG-STR-106518
Current To:	30 Nov 2016
	Copy Broker's Schedule attached.

### Home Owners Warranty Insurance

Home Owners Warranty Insurance Cover is not applicable.

### Levies

	Amount	Frequency	Paid To
Administrative Fund	\$364.00	Qtrly	31 Jan 2016
Sinking Fund	\$159.00	Qtrly	31 Jan 2016

Levies are due on the first day of February, May, August and November of each year.  
Interest of 10% is payable on overdue levies.

### Bank Accounts

	Balance Date	Balance
Administrative Fund	30 Nov 2015	\$2,996.12
Sinking Fund	30 Nov 2015	\$2,101.69

A copy of the balance sheet is attached for your perusal.

### Special Levies

Date	Amount	Purpose	Payable
11 Apr 2013	\$3,650.00	Half cost of waterproofing balcony Lot 1.	15 May 2013
15 Jan 2013	\$2,600.00	Garden Refurbishment	15 Feb 2013 15 Mar 2013

### Owners Corporation Meetings

Date Minutes Held Since:	9 Dec 1997
Date Last Annual General Meeting:	28 Jan 2015
Copy of Minutes Attached:	Yes

## Executive Committee

A Bernath  
M Pestana  
M Faglioni

## Budget

Administrative Fund Budget: \$15,540.00  
Sinking Fund Budget: \$6,900.00  
Effective From: 1 Dec 2014

## Last Annual General Meeting

A copy of the Minutes is attached for your perusal.  
Attention is drawn to:-  
• Installation of Child Window Safety Devices.

## Expenditure

### Recurrent Items

A copy of the Income & Expenditure Statement for the financial year to 30 Nov 2015 is attached for your perusal.

### Major Items

Year	Item	Value
2014/15	Electrical Repairs	\$1,035.10
	Termite Inspection	\$1,188.00
	Balcony Repairs including:	\$4,455.00
	U1 & U7 - Resheeting	\$2,475.00
	U1 - Cleaned & Stripped	\$1,980.00
	Building Repairs	\$1,544.40
	Waterproofing including:	\$9,266.40
	U1 & U7 - Waterproofing (Stage 3)	\$4,633.20
	Install Tiles to Slab, Skirting Tile	\$4,633.20
	Grout all Tiles (Stage 4)	
2013/14	Building Defect Claim Administration	\$1,573.00
	Insurance Claims - Water Damage including:	\$1,267.20
	U1 - Replace 3sqm of water damaged ceiling in garage	
	Waterproofing	\$3,088.80
	U1 & U7 - Waterproofing of balconies (Stage 2)	
2012/13	Waterproofing	\$1,544.40
	U1 & U7 - Waterproofing of balconies (Stage 1)	
	Insurance Claims - Impact Damage	\$2,772.00
	Gardening	\$3,571.70
	Plumbing	\$1,034.00
2011/12	General Repairs (numerous)	\$2,882.00
	Painting	\$1,350.00
2010/11	Legal Fees	\$1,350.04
	Plumbing & Drainage	\$1,980.00
	Plumbing & Drainage	\$2,513.50
	Roofing & Guttering	\$1,870.00
	Maintenance 0-5 yrs	\$3,454.00
	(Pressure Clean / Acumen Consulting)	
2009/10	Legal Fees	\$3,850.34
	Tree Lopping	\$1,155.00
	Roofing & Guttering	\$1,760.00
2008/09	Fencing	\$1,045.00
	Plumbing & Drainage	\$3,230.00
	Building Structure	\$3,895.00
2007/08	Building Structure (Not Itemised)	\$3,850.00

### Certificate of Title to Common Property

Volume & Folio or CP/SP:	CP/SP56151
Dated:	5 Feb 2010
Edition Issued:	8
Title Held By:	Strata Manager

### Strata Plan

Date of Registration:	8 Dec 1997
Total No. Of Lots:	10
Unit Entitlement Subject Lot:	95
Aggregate Unit Entitlement:	1,000
Corresponding Unit & Lot No's:	Yes
Approx. Area Subject Lot:	Total - 145m <sup>2</sup>

### Insurance Valuation

Valuer:	Property Logic.Com
Date:	10 Aug 2015
Value:	\$3,860,000

### Financial Records

The Books of Accounts of the Owners Corporation are on computer and appear to have been maintained correctly in accordance with the Strata Schemes Management Act 1996, for the prescribed period. They are maintained by the Managing Agent.

#### Audit Report

It was resolved at the last Annual General Meeting not to appoint an auditor.

### Sinking Fund Analysis

The Strata Schemes Management Act of 1996 requires that all Owners Corporations established on or after 7 February 2005 prepare a ten year Sinking Fund Plan and to undertake reviews at specified intervals. An Amendment (Sinking Funds) Regulation 2006 now requires that Owners Corporations established before 7 February 2005 prepare a ten year Sinking Fund Plan as follows:

- . Where the Strata Plan number is equal to or greater than 50,000 by 1 July 2006.
- . Where the Strata Plan number is 30,000 to 50,000 by 1 July 2007.
- . Where the Strata Plan number is 10,000 to 30,000 by 1 July 2008.
- . Where the Strata Plan number is less than 10,000 by 1 July 2009.

Prepared By:	Archi QS
Dated:	Dec 2009
Excerpt Attached:	Yes

### Strata Management

Professionally or Self Managed:	Professionally
Manager:	Netstrata Services
Address:	298 Railway Parade Carlton
Telephone:	1300 644 402
Agency Agreement Date:	28 Jan 2009

### Building Defects

- |             |  |
|-------------|--|
| 14 Jan 2015 | We note insurance claim settlement of \$4,232 from CRM Brokers for Repair of water damaged ceilings in garage and hallways of Lot 1 & 7 as a result of failed waterproofing on balconies.  |
| 29 Oct 2014 | Variation of \$4,712.40 to Lot 1 & 7 works provided by Strata Remedial Builders. <i>Copy attached.</i>   |
| 24 Sep 2014 | Signed Contract in the amount of \$15,440 with Strata Remedial Builders for works to Lots 1 & 7. <i>Copy attached. Apparently corresponding expenditure sighted.</i>   |
| 7 Oct 2011  | Inspection and Report on Water Penetration issue in Unit 6 prepared by Acumen Consulting. <i>Excerpt attached. We understand that this report was obtained to prove that previous waterproofing works should be attended to under warranty by the Waterproofing Consultant. Works have now been completed.</i> |

### Correspondence

The correspondence files contained relatively few documents for a complex of this size and nature.. The email history folder contained no emails since 18 May 2015.

- |             |  |
|-------------|--|
| 15 Jan 2014 | Annual General Meeting <ul style="list-style-type: none"><li>Resolved that no additional/unnecessary expenses to be spent on the complex until there is enough money in the sinking fund for the external painting of the complex.</li></ul>           |
| 4 Jun 2012  | Extraordinary General Meeting <ul style="list-style-type: none"><li>By-law 2 Vehicles - The current By-Law will remain and owners/occupants will not be permitted to park their vehicles in visitor parking or the common property driveway.</li></ul> |
| 2 Apr 2011  | Lot 8 & 9 - Report of rats entering roof cavity. <i>Work order issued to investigate. No further correspondence sighted in this regard.</i>  |

### Matters Pending

Matters as referred to in the minutes attached.

- |             |   |
|-------------|---|
| 31 Oct 2015 | Quote of \$2,392.50 from Experience Locksmiths for Child Window Safety Devices. |
| 29 Jan 2015 | Multiple quotes from All Away Pressure Cleaning. <i>Copy attached.</i>          |

### History of Disputes

Numerous correspondences are noted requesting compliance with By-Laws pertaining to parking on common property. Below is a summary of recent and significant issues.

4 Mar 2015	Lot 4 - Parking on common driveway.
27 Jan 2015	Lot 9 - Parking on common driveway and behaviour.
21 Jan 2015	Lot 3 - Children playing on common property.
21 Jan 2015	Lot 1 - Depositing rubbish on common property.
16 Jan 2015	All residents - Must use your own tap for personal use such as washing vehicles and contractors carrying out works.
28 Oct 2014	All Residents - Depositing rubbish on common property.
10 Jan 2012	Lot 10 - Must remove clothesline from current location and reaffix to original location, and rectify any damage caused to common property when carrying out abovementioned task.
9 Nov 2010	Lot 3 - Lighting fires on common property.

### Insurance Claims (Over \$250.00)

Date	Item	
14 Jan 2015	Water Damage Unit 1 & 7 (Ceilings Garage & Hall)	\$4,232.00
21 Apr 2013	Garage Door Impact Damage	\$2,572.00
17 May 2011	Water Damage	\$290.50
14 Oct 2009	Water Damage	\$1,408.00
2 Oct 2009	Water Damage	\$1,750.00
2 Mar 2008	Storm Damage	\$1,974.50
2 Feb 2008	Storm Damage	\$550.00
3 Jun 2004	Malicious Damage	\$308.00

### Survey Certificate

Prepared By: Garry R Fuller  
Dated: 30 Sep 1997

### Certificate of Compliance

Issued by: Sutherland Shire Council  
Dated: 4 Dec 1997

This report was compiled from information obtained from a search of the books and documents of the subject Strata Plan made available and not on any physical inspection of the building.

All reasonable care has been exercised whilst compiling this Report. No warranty or representation is made as to the accuracy of the information provided by the Managing Agent and/or Officers of the Owners Corporation and no responsibility is taken for any loss or damage due to any cause whatsoever, including negligence whether in connection with information supplied by the Managing Agent and/or Officers of the Owners Corporation or otherwise.

Dated: 9 Dec 2015



Attention: Kristina Klsur  
Company: Strata Insurance Services Pty Ltd  
Issue date: 26 November 2015

## Certificate of Insurance

This document certifies that the policy referred to below is currently intended to remain in force until 4.00pm on the expiry date shown below and will remain in force until that date, unless the policy is cancelled, lapsed, varied or otherwise altered in accordance with the relevant policy conditions or the provisions of the "Insurance Contracts Act, 1984".

**INSURED:** the Owners of strata Plan 56151

**INTERESTED PARTY(S):** Nil

**DESCRIPTION OF INSURED BUSINESS:** Residential Strata

**SITUATION OF RISK:** 206-208 The Boulevard, MIRANDA, New South Wales 2228

**SECTION 1:** Property - Physical Damage  
Buildings - \$3,860,000  
Common Contents - \$38,600

**SECTION 2:** Voluntary Workers Personal Accident  
Death & Disablement - Insured  
Weekly Benefits - Insured

**SECTION 3:** Office Bearers' Liability  
Limit of Indemnity - \$1,000,000

**SECTION 4:** Fidelity Guarantee  
Limit in the Aggregate - \$100,000

**SECTION 6:** Public Liability  
Limit of Indemnity - \$10,000,000

**SECTION 7:** Government Audit Costs, Workplace Health and Safety Breaches and Legal Expenses  
(a) Government Audit Costs  
Limit of Indemnity - \$30,000  
(b) Workplace Health and Safety Breaches  
Limit of Indemnity - \$150,000  
(c) Legal Defense Expenses  
Limit of Indemnity - \$50,000

**POLICY NUMBER:** LNG-STR-106518

**PERIOD OF INSURANCE:** 30 November 2015 to 30 November 2016 4pm Local Standard Time

**INSURER:** AAI Limited ABN 48 005 297 807 trading as Vero Insurance and  
AAI Limited trading as GIO Insurance in respect to workers compensation

This certificate has been arranged by us in our capacity as agents for the Insurer/s named above. It does not reflect in detail the policy terms or conditions and merely provides a very brief summary of the insurance that is, to the best of our knowledge, in existence at the date we have issued this certificate. If you wish to obtain details of the policy terms, conditions, restrictions, exclusions or warranties, you must refer to the policy contract.

**DISCLAIMER** - In arranging this certificate, we do not guarantee that the insurance outlined will continue to remain in force for the period referred to as the policy may be cancelled or altered by either party to the contract at any time in accordance with the terms and conditions of the policy or in accordance with the terms of the "Insurance Contracts Act 1984". We accept no responsibility or liability to advise any party who may be relying on this certificate of such alteration or cancellation to the policy of insurance.

Longitude Insurance Pty Ltd



Tel: 1300 NETSTRATA  
Fax: 1300 644 402

P.O. Box 265  
HURSTVILLE BC 1481

## Balance Sheet

Financial Period  
01/12/2014 - 30/11/2015

### Strata Plan 56151 206-208 THE BOULEVARDE MIRANDA

	Administration Fund	Sinking Fund	TOTAL
<b>ASSETS</b>			
Cash in Hand	2,996.12	2,101.69	5,097.81
Levies Receivable	423.50	188.00	611.50
<b>Total Assets</b>	<b>3,419.62</b>	<b>2,289.69</b>	<b>5,709.31</b>
<b>LIABILITIES</b>			
Accounts Payable	95.70	0.00	95.70
<b>Total Liabilities</b>	<b>95.70</b>	<b>0.00</b>	<b>95.70</b>
<b>Net Assets</b>	<b>3,323.92</b>	<b>2,289.69</b>	<b>5,613.61</b>
<b>OWNERS FUNDS</b>			
Opening Balance	4,368.18	12,224.49	16,592.67
Surplus / Deficit for the period	1,044.26 DR	9,934.80 DR	10,979.06 DR
Closing Balance	3,323.92	2,289.69	5,613.61
<b>Total Owners Funds</b>	<b>3,323.92</b>	<b>2,289.69</b>	<b>5,613.61</b>

Report Date: 3rd December 2015



# Minutes of annual general meeting



**Strata Plan:** 56151 at 206-208 THE BOULEVARDE, MIRANDA NSW 2228

**Meeting date:** Wednesday 28<sup>th</sup> January 2015

**Commenced:** 6:00pm

**Apologies:** Nil

**Present:** The Owners of lots 9 and 5

**Proxies:** The Owners of lots 4 and 6 in favour of the chairperson

**Corporate**

**Authorisation:** Nil

**In attendance:** Stephanie Gough of Netstrata

**Quorum:** 4 out of 10 lot owners were present in person or represented by proxy, a quorum was formed.

**Chairperson:** Stephanie Gough chaired the meeting.

## **Motion 1.**

### **Confirmation of**

### **Previous Minutes:**

**RESOLVED** that the minutes of the last general meeting be confirmed.

**Vote:** All in favour

## **Motion 2.**

**Financial Statements:** **RESOLVED** that the financial statement as presented for the period ending 30/11/14 be confirmed.

**Vote:** All in favour

## **Motion 3.**

### **Appointment of**

### **Auditor:**

**DEFEATED.** that the appointment of an auditor shall not be undertaken.

**Vote:** Majority against

## **Motion 4.**

### **Approved Budget &**

### **Strata Levies:**

**RESOLVED** that the proposed budget as presented be varied as administration fund \$15,540.00 and sinking fund \$6,900.00 for the year commencing 01/12/14 and that the first contributions become due and payable for both the Administrative and Sinking Fund in quarterly instalments on 01/02/15, 01/05/15, 01/08/15 and 01/11/15.

**Vote:** All in favour

**RESOLVED** the managing agent is directed to serve written notice of such contributions on each owner as required by the Act.

**Vote:** All in favour

## **Motion 5.**

### **Strata Insurances:**

**RESOLVED** that the owners corporation insurances as per the schedule presented be confirmed.

**Vote:** All in favour

**Motion 6.**  
**Installation of Child**  
**Window Safety Devices**

**By-Law:** **RESOLVED** by Special Resolution that the Owners Corporation will pass a By-Law administering the installation of child window lock and safety devices pursuant to section 64A of the Act in the following form;

**Special By-Law 32 (Installation of Child Window Safety Devices)**

**PART 1 – Preamble**

The intention of this By-law is to provide the Owners Corporation with a means of charging, passing and/or indemnifying the Owners Corporation against any additional costs associated with the obligations imposed by section 64A of the Strata Schemes Management Act 1996 (Strata Schemes Management Amendment (Child Window Safety Devices) Bill 2013) on to the owner of a lot in circumstances including but not limited to the circumstances outlined in Part 3 (Rights & Obligations of Owners) below;

**PART 2 – Definitions**

(i) The following terms are defined to mean:

**'Costs'** includes any fine, charge, fee or invoice imposed on the Owners Corporation by a statutory or lawful authority or any contractor or agent engaged by the Owners Corporation or lot owner.

**'Lot'** means any lot in the strata plan.

**'Occupier'** means the occupier of a Lot

**'Owner'** means the owner/s of the Lot.

**'Owners Corporation'** means the owners corporation created by the registration of strata plan.

**'Owners Corporations Agents'** means the Strata Managing Agent, Executive Committee or any contractor, legal counsel or other personnel engaged by the Owners Corporation.

**'Owners Agents'** means any real estate agent, property manager or any contractor engaged by a lot owner or the occupant of the lot or visitors to the lot.

**'the Act'** means the Strata Schemes Management Act 1996.

**'Required Devices or Safety Devices'** means a locking or other security device that must be installed pursuant to section 64A of the Act.

**'works'** means any repair, maintenance, replacement or refurbishment undertaken in relation to the required devices at the strata scheme.

(ii) Where any terms used in this by-law are defined in the Strata Schemes Management Act 1996, they will have the same meaning as the terms attributed under that Act.

**PART 3 – Rights and Obligations of Lot Owners**

(i) A lot owner shall be liable to compensate or indemnify the Owners Corporation against any costs that arise as a result of any additional work or administrative charges that are imposed upon the Owners Corporation as a result of the section 64A of the Act, including but not limited to the following;

(a) An owner or occupier refusing access for the Owners Corporations agents to install the required devices;

(b) An owner or occupier refusing access for the Owners Corporations agents to certify that the correct devices have been installed;

(c) Where an owner elects to engage the Owners Corporations agent to fit a locking or safety device other than the device/s chosen by the Owners Corporation or the executive committee;

(d) Where an owner, occupier or owners agent removes or damages a safety device that has already been installed by the Owners Corporation or loses the key to said locks in accordance with section 64A;

(e) Where the owner of a lot undertakes the installation of a compliant safety device, the Owners Corporation shall not be obligated to reimburse the owner of the lot for the costs of the said device;

(f) Any additional administrative charges incurred by the Owners Corporation associated with items (i)(a) to (e) above;

(ii) Any costs imposed upon a lot owner pursuant to PART 3 (i)(a) to (f) of this By-law shall be payable to the Owners Corporation whether the said items are arranged, caused or initiated by the owner, occupier, owners agent or the Owners Corporation's agent.

(iii) In the event that a lot owner believes a charge imposed upon them pursuant to this By-law is unjust, the lot owner may request that the Owners Corporation waive the charge by a resolution of the Owners Corporation at the next general meeting of the Owners Corporation.

(iv) In the event the Owners Corporation rejects a request made by a lot owner pursuant to PART 3 (iii) of this By-law, all charges imposed by this By-law shall stand.

## **PART 4 - Rights, Powers and Obligations of the Owners Corporation**

The Owners Corporation shall have the following additional powers, authorities, duties, functions and obligations;

(i) The Owners Corporation shall have the power to recover all costs outlined in PART 3 above from a lot owner as a debt by way of a levy charged to the lot;

(ii) The Owners Corporation must serve upon the owner a written notice of the contribution payable;

(iii) The Owners Corporation may charge interest upon any contribution payable under this By-Law pursuant to section 79 of the Act;

(iv) The Owners Corporation may initiate debt recovery proceedings for any contribution payable under this By-Law pursuant to section 80 of the Act;

(v) All monies recovered by the Owners Corporation shall form part of the fund to which the relevant contribution belongs.

**Vote:** 390 out of 1000 Units of Entitlement (UoE) votes were cast at the meeting, the breakdown of votes was as follows;

**390 UoE in favour (100%)**

### **Motion 7. Election of executive committee:**

**RESOLVED** that the following persons were elected to the executive committee from the date of this meeting until the next annual general meeting:

<b>Atlanta Bernath</b>	<b>of lot 4</b>
<b>Maria Pestana</b>	<b>of lot 5</b>
<b>Matthew Faglioni</b>	<b>of lot 9</b>

### **Motion 8. Restricted Matters:**

**RESOLVED** that at this stage there be no changes to the matters that should only be determined by the owners corporation in general meeting.

**Vote:** All In favour

### **Motion 9. Termite Inspection:**

**RESOLVED** that the Owners Corporation will undertake a routine termite inspection of all timber structures at the strata scheme.

**Vote:** All In favour

### **Closure:**

The meeting closed at 6:40pm



Chairperson

**Proposed date for the next  
annual general meeting:**

January 2016



Tel: 1300 NETSTRATA  
Fax: 1300 644 402

P.O. Box 265  
HURSTVILLE BC 1481

## Income & Expenditure Summary

Financial Period  
**01/12/2014 - 30/11/2015**

### Strata Plan 56151 206-208 THE BOULEVARDE MIRANDA

#### Administrative Fund

	Actual 01/12/14 - 30/11/15	Budget 01/12/14 - 30/11/15	Actual 01/12/13 - 30/11/14	Budget 01/12/13 - 30/11/14
<b>Income</b>				
<b>Insurance Claim Income</b>				
Insurance Claim Income	\$4,232.00	\$0.00	\$200.00	\$0.00
<b>Levy Income</b>				
Contributions - General	\$15,538.00	\$15,540.00	\$16,092.00	\$16,095.00
<b>Total Income</b>	<b>\$19,770.00</b>	<b>\$15,540.00</b>	<b>\$16,292.00</b>	<b>\$16,095.00</b>
<b>Expenses</b>				
<b>Accounting, Taxation &amp; Banking</b>				
Bank Fees	\$32.30	\$70.00	\$30.90	\$60.00
DEFT Process Fees	\$51.40	\$60.00	\$66.90	\$0.00
BAS & Tax Administration	\$217.57	\$210.00	\$207.27	\$210.00
<b>Building General</b>				
General Maintenance	\$0.00	\$600.00	\$154.00	\$300.00
<b>Cleaning</b>				
Cleaning - Gutters	\$0.00	\$0.00	\$297.00	\$0.00
<b>Electrical</b>				
Electrical Repairs	\$1,035.10	\$250.00	\$166.10	\$200.00
TV Antenna Repairs	\$0.00	\$0.00	\$300.00	\$0.00
<b>Electricity</b>				
Electricity Consumption	\$365.94	\$450.00	\$395.13	\$400.00
<b>Fire Control</b>				
Fire Compliance Administration	\$302.82	\$0.00	\$288.42	\$0.00
Fire Alarms	\$165.00	\$0.00	\$165.00	\$0.00
Fire Certification & Compliance	\$0.00	\$460.00	\$0.00	\$420.00
<b>Garden &amp; Grounds</b>				
Gardening	\$0.00	\$0.00	\$176.00	\$0.00
Lawn Mowing & Gardening	\$1,705.00	\$1,920.00	\$880.00	\$1,200.00
<b>Insurance</b>				
Insurance Premium	\$6,096.73	\$6,100.00	\$5,589.85	\$8,200.00
Insurance Claims - Water Damage	\$4,482.00	\$0.00	\$1,267.20	\$0.00
Insurance Valuation Report	\$264.00	\$330.00	\$264.00	\$330.00
<b>Pest Control</b>				
Rodent Treatment	\$0.00	\$0.00	\$440.00	\$0.00
Pest Control - General	\$110.00	\$450.00	\$0.00	\$400.00
Routine Termite Inspection	\$1,188.00	\$0.00	\$0.00	\$0.00
<b>Plumbing</b>				
Plumbing - General	\$623.70	\$500.00	\$165.00	\$400.00
<b>Strata/Building Administration</b>				
Land Titles & By-Law Registration	\$419.00	\$350.00	\$378.50	\$350.00
Management Services	\$2,924.56	\$2,850.00	\$2,785.32	\$2,690.00
Printing, Postage & Stationery	\$617.61	\$740.00	\$674.69	\$750.00
Strata Administration	\$174.20	\$170.00	\$166.95	\$160.00
General Expenses	\$13.75	\$0.00	\$0.00	\$0.00

Report Date: 3rd December 2015



Tel: 1300 NETSTRATA  
Fax: 1300 644 402

P.O. Box 266  
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## Income & Expenditure Summary

Financial Period  
01/12/2014 - 30/11/2015

### Strata Plan 56151

### 206-208 THE BOULEVARDE MIRANDA

#### Administrative Fund

	Actual	Budget	Actual	Budget
	01/12/14 - 30/11/15	01/12/14 - 30/11/15	01/12/13 - 30/11/14	01/12/13 - 30/11/14
<b>Telephone</b>				
Lift Phone & Phone Charges	\$23.38	\$30.00	\$26.34	\$25.00
Phone Charges	\$0.00	\$0.00	\$4.95	\$0.00
<b>Water</b>				
Water Consumption	\$2.20	\$0.00	\$38.95	\$0.00
<b>Total Expenses</b>	<b>\$20,814.26</b>	<b>\$15,540.00</b>	<b>\$14,928.47</b>	<b>\$16,095.00</b>
<b>Surplus / Deficit</b>	<b>(\$1,044.26)</b>	<b>\$0.00</b>	<b>\$1,363.53</b>	<b>\$0.00</b>

Report Date: 3rd December 2015



Tel: 1300 NETSTRATA  
Fax: 1300 644 402

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## Income & Expenditure Summary

Financial Period  
**01/12/2014 - 30/11/2015**

### Strata Plan 56151 206-208 THE BOULEVARDE MIRANDA

#### Sinking Fund

	<b>Actual</b> 01/12/14 - 30/11/15	<b>Budget</b> 01/12/14 - 30/11/15	<b>Actual</b> 01/12/13 - 30/11/14	<b>Budget</b> 01/12/13 - 30/11/14
<b>Income</b>				
<b>Levy Income</b>				
Contributions - Sinking Fund	\$6,904.00	\$6,900.00	\$5,512.00	\$5,500.00
<b>Total Income</b>	<b>\$6,904.00</b>	<b>\$6,900.00</b>	<b>\$5,512.00</b>	<b>\$5,500.00</b>
<b>Expenses</b>				
<b>Building General</b>				
Sinking Fund Maintenance 0-5 Years	\$0.00	\$6,900.00	\$0.00	\$5,500.00
Balcony Repairs	\$4,455.00	\$0.00	\$0.00	\$0.00
Building Repairs	\$1,544.40	\$0.00	\$0.00	\$0.00
<b>Plumbing</b>				
Waterproofing	\$9,266.40	\$0.00	\$3,088.80	\$0.00
<b>Strata/Building Administration</b>				
Building Defect Claim Administration	\$1,573.00	\$0.00	\$0.00	\$0.00
<b>Total Expenses</b>	<b>\$16,838.80</b>	<b>\$6,900.00</b>	<b>\$3,088.80</b>	<b>\$5,500.00</b>
<b>Surplus / Deficit</b>	<b>(\$9,934.80)</b>	<b>\$0.00</b>	<b>\$2,423.20</b>	<b>\$0.00</b>

Report Date: 3rd December 2015



Tel: 1300 NETSTRATA  
Fax: 1300 644 402

P.O. Box 285  
HURSTVILLE BC 1481

## Income & Expenditure Summary

Financial Period  
01/12/2014 - 30/11/2015

### Strata Plan 56151 206-208 THE BOULEVARDE MIRANDA

#### Waterproofing Works Fund

	Actual 01/12/14 - 30/11/15	Budget 01/12/14 - 30/11/15	Actual 01/12/13 - 30/11/14	Budget 01/12/13 - 30/11/14
<b>Income</b>				
<b>Special Levy</b>				
Special Levy - Building Refurb. Work	\$0.00	\$0.00	\$0.00	\$3,650.00
<b>Total Income</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$3,650.00</b>
<b>Expenses</b>				
<b>Plumbing</b>				
Waterproofing	\$0.00	\$0.00	\$1,544.40	\$3,650.00
<b>Total Expenses</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$1,544.40</b>	<b>\$3,650.00</b>
<b>Surplus / Deficit</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>(\$1,544.40)</b>	<b>\$0.00</b>

Report Date: 3rd December 2015

## Appendix C

Owner Contribution (Incl. GST)																				
Over 10 years	1		2		3		4		5		6		7		8		9		10	
	month	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12	12
	year	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	Review								
Lot No	UE																			
1	108	\$637	\$663	\$689	\$717	\$745	\$775	\$806	\$839	\$872	\$907									
2	95	\$561	\$583	\$606	\$630	\$656	\$682	\$709	\$738	\$767	\$798									
3	95	\$561	\$583	\$606	\$630	\$656	\$682	\$709	\$738	\$767	\$798									
4	95	\$561	\$583	\$606	\$630	\$656	\$682	\$709	\$738	\$767	\$798									
5	95	\$561	\$583	\$606	\$630	\$656	\$682	\$709	\$738	\$767	\$798									
6	109	\$643	\$669	\$696	\$723	\$752	\$782	\$814	\$846	\$880	\$915									
7	105	\$620	\$644	\$670	\$697	\$725	\$754	\$784	\$815	\$848	\$882									
8	95	\$561	\$583	\$606	\$630	\$656	\$682	\$709	\$738	\$767	\$798									
9	95	\$561	\$583	\$606	\$630	\$656	\$682	\$709	\$738	\$767	\$798									
10	108	\$637	\$663	\$689	\$717	\$745	\$775	\$806	\$839	\$872	\$907									
Aggregate	1000																			
Total		\$5,900	\$6,136	\$6,381	\$6,637	\$6,902	\$7,178	\$7,465	\$7,764	\$8,075	\$8,398									
* The month shown refers to the Financial Year start / Date of A.G.M.																				
** This table reflects a 10 year span only, while accounting for elements with a longer life span.																				
*** A review every three years is recommended. This will provide an additional 10 year forecast.																				





**STRATA**  
REMEDIAL BUILDERS  
*On Time, On Budget, Superior Quality!*

Telephone: 1300 267 099  
Fax: 1300 267 096  
Email: solutions@srbsnw.com.au  
Website: www.srbsnw.com.au  
Postal Address: PO Box 22, Georges Hall NSW 2198  
Office Address: 11/17 Willfox Street  
Condell Park NSW 2200

**Customer:** Strata Plan #: 56151  
**C/O:** Network Strata  
**Customer Contact:** Stephanie Gough  
**Site Address:** 1&7/206-208 The Boulevarde  
MIRANDA NSW 2228

**Job #:** 51509  
**Date:** 29/10/2014 17:39  
**Your Order #:**  
**Stage#:** 2 40% Stage 1  
**Variation #:** 1 Variation x 2  
Balconies

## Variation Requested In addition to works to be completed:

### Variation x 2 Balconies

The Balconies substrate is compressed fibro cement and has holes and large gaps in the sheeting which cannot be patched to comply with waterproofing standards to offer warranty and compliance of the remedial works to the balconies. Each balcony measures 4.335m x 1.7m total 7.4m2

- Pull up existing compressed fibro sheets to both balconies and dispose
- Supply new compressed sheeting (scyon) 19mm and install battens to sheet joints so movement doesn't break the waterproof seal along the sheet joints

### Scyon™ Secura™ exterior flooring

What is it? An external structural flooring substrate for tile finishes over timber or lightweight steel floor joists. Simple and fast to install, Secura™ exterior flooring helps give you extra peace of mind against moisture damage to balconies and decks. Where do you use it? As an external substrate for tiled residential balconies and decks. It's an alternative to particle board, plywood or compressed fibre cement. What are the key benefits?

**SECURITY.** Secura™ exterior flooring is sealed on all sides with an advanced polymer coating that helps protect the board from moisture-related problems. A topcoat on the surface of the board provides good adhesion. The continuous mesh reinforcement on the underside enhances the heavy-duty performance of Scyon™, adding extra strength and impact resistance to deliver a suitable external residential flooring substrate.

To accept our variation please complete, sign and return.

I, \_\_\_\_\_, accept this variation.

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

<b>Total:</b>	\$	4,284.00
<b>GST:</b>	\$	428.40
<b>Total inc GST:</b>	\$	4,712.40

### Terms & Conditions:

1. This quote doesn't include HOW Insurance and council permits unless stated otherwise.
2. Quotation only covers work stated above. Any unforeseen work will be considered a variation.
3. Payments are strictly 7 days from invoice date. Payment procedure to be in accordance with the Building and Construction Industry Securities of Payments Act 1999.
4. This quote is only valid for 30 days from date of quotation.

### Insurances:

Workers Compensation Insurance QBE Policy #: 1SF0126185GWC154

Public Liability – Allianz Policy No. 71-0183628-CAR

Division of SRB (NSW) Pty Ltd Contractor License No: 221372c ABN: 52 140 354 347

Page Number: 1/1



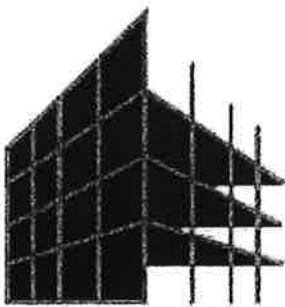
**Master  
Builders  
Association**  
MEMBER



Strata Remedial Builders

Contract for Works at  
SP#56151 at 1&7/206-  
208 The Boulevarde  
Miranda NSW 2228  
J#51509

Home Building Contract for works totalling \$15,440.00 for The Owners of SP#56151 C/O  
Network Strata Management Pty Ltd ATT: Stephanie Gough 298 Railway Parade Carlton NSW  
2218



**STRATA**  
**REMEDIAL BUILDERS**

*On Time, On Budget, Superior Quality!*

**Contract for Works at SP#56151 at 1&7/206-208 The Boulevard  
Miranda NSW 2228 J#51509**

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## Contract Specifics

---

**Address where work is to be done (site):**

1&7/206-208 The Boulevard Miranda NSW 2228

**Description of work/material's:**

**Description:**

The SRB 'Traditional Method' Repair is required on the balcony floor as there is a leak from the waterproofing membrane.

**Scope of Works:**

- 1) Disconnect Air-conditioning unit and store onsite.
- 2) Place drop sheets to protect floors in the common areas
- 3) Remove floor tiles, [skirting tiles] and cement bed on the balcony floor
- 4) Primer balcony floor
- 5) Supply and install polyurethane sealant in all cracks and junctions.
- 6) Waterproof slab using class 3 polyurethane membrane (2 coats) according to manufacturer's guidelines.
- 7) Flood test balcony after completion of waterproofing to check for possible leaks
- 8) Screed Balcony floor with correct falls
- 9) Supply and install tiles to slab up to the value of \$32/m2 inc. GST.
- 10) Supply and install skirting tiles up to the value of \$32/m2 inc. GST.
- 11) Remove all rubbish created by SRB.
- 12) Reconnect Air-conditioning unit on balcony.
- 13) Clean and tidy work areas on completion.

Please Note: Power and water will be accessed from the building itself using common power when available.

The SRB Traditional Method repair is compliant with Australian Standards and comes with a comprehensive 7 year warranty. Please note, If there is structural movement, the warranty is void.

**Decription:** Balcony door sub seal flashing.

**Scope Of Works:**

- 1) Remove balcony slid doors.
- 2) Replace sub seal flashing.
- 3) Reinstall balcony sliding doors.

Please Note: Price is per balcony.

**Contract for Works at SP#56151 at 1&7/206-208 The Boulevard  
Miranda NSW 2228 J#51509**

---

**Contract Price:**

Contract price (including GST): \$15,440.00. Fifteen Thousand, Four Hundred And Forty Four Dollars.

*Please note that on signing of this contract a 10% deposit is required as per the attached invoice #30596 for \$1,544.40*

**Acceptance of Contract**

Owner's signature: Stephanie Gough

Name (please print): Stephanie Gough

Date: 29/09/14

Contractor's signature: Guy Hetman

Name (please print): **Guy Hetman**

Date: **24/09/2014**

*Warning: The contract price as signed here may increase in accordance with the contract terms as not all cost can be accounted for at the time of signing, although all reasonable measures have been taken. Reasons for increase include, increase in taxes, provision sums, prime cost variation, variations, interest on overdue payments and boundary survey.*

**Contract for Works at SP#56151 at 1&7/206-208 The Boulevarde  
Miranda NSW 2228 J#51509**

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## Owners acknowledgement

---

I/we have been given a copy of the publication Consumer Building Guide and I/we have read and understand it.

Owner's signature: \_\_\_\_\_

Name (please print): \_\_\_\_\_

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

Owner's signature: \_\_\_\_\_

Name (please print): \_\_\_\_\_

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

**Contract for Works at SP#56151 at 1&7/206-208 The Boulevarde  
Miranda NSW 2228 J#51509**

---

## Owner and Contractor Details

---

### Owner

**Name(s):**

The Owners of SP# 56151

**Address:**

Network Strata Management

Att: Stephanie Gough

298 Railway Parade

Carlton NSW 2218

**Home Phone:**

N/A

**Work Phone:**

02 4221 9282

**Fax:**

N/A

**Email:**

[stephanie.gough@netstrata.com.au](mailto:stephanie.gough@netstrata.com.au)

### Contractor

**Name (as shown on Contractor licence):**

SRB (NSW) Pty Ltd

**Email:**

[solutions@srbnsw.com.au](mailto:solutions@srbnsw.com.au)

**Address (as shown on Contractor licence):**

11/17 Willfox Street Condell Park NSW 2200

**Licence Number:**

221372C

**Expiry Date**

08/12/2016

**Work Phone:**

1300 267 099

**Fax:**

1300 267 096

**Category of work shown on licence:**

Remedial Builders

### Specifics

**Address where work is to be done (site):**

1&7/206-208 The Boulevarde Miranda NSW 2228

**Description of work/material's:**

SRB J# 51509

**Contract Price:**

Contract price (including GST): \$15,440.00. Fifteen Thousand, Four Hundred And Forty Four Dollars.

*Please note that on signing of this contract a 10% deposit is required as per the attached invoice #30596 for*

**\$1,544.40**

Page 4 of 22

Contractor Initials 

Owner Initials 


**Contract for Works at SP#56151 at 1&7/206-208 The Boulevard  
Miranda NSW 2228 J#51509**

---

**Acceptance of Contract**

Owner's signature: \_\_\_\_\_

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

Contractor's signature: 

Date: 24/09/2014

**Contract for Works at SP#56151 at 1&7/206-208 The Boulevard  
Miranda NSW 2228 J#51509**

# Clause 1

## Contract Documents

This contract consists of the owner, contractor, site and price details.

All plans and specifications for work to be done under this contract including any variations to those plans and specification, are taken to form part of this contract.

Any agreement to vary this contract, or to vary the plans and specification for work to be done under this contract, must be in writing signed by each party to this contract.

The documents listed below also form part of this contract and are attached to this contract:

## Specifications

Prepared by	No. of Pages	Date
N/A		

## Plans

Prepared by	No. of Pages	Date
N/A		

## Other Documents

Prepared by	No. of Pages	Date
SRB JB#51509	2	01/08/2014
SRB I#30596	1	24/09/2014
SRB Progress Claim Schedule	1	24/09/2014
SRB – Insurances	7	01/02/2014

## Certificate of home warranty insurance

Name of Insurer	Certificate date
Don Hutton Insurance Brokers Pty Ltd	N/A

## Excluded Items Schedule

(items not included in this contract)

1. N/A



**Contract for Works at SP#56151 at 1&7/206-208 The Boulevarde  
Miranda NSW 2228 J#51509**

## Clause 2

### Quality of Construction

All work done under this contract will comply with:

1.
  - (a) the Building Code of Australia to the extent required under the *Environmental Planning and Assessment Act 1979* (including any instrument made under that Act)
  - (b) all other relevant codes, standards and specifications that the work is required to comply with under any law
  - (c) the conditions of any relevant development consent or complying development certificate
  - (d) any construction certificate and any other requirement of the relevant local council and any statutory authority whose approval or consent is required with respect to the work.
2. This contract may limit the liability of the contractor for a failure to comply with (1) if the failure relates solely to:
  - (a) a design or specification prepared by or on behalf of the owner (but not by or on behalf of the contractor), or
  - (b) a design or specification required by the owner, if the contractor has advised the owner in writing that the design or specification contravenes (1).

## Clause 3

### General Conditions of Contract

It is agreed, subject to this and the other clauses of this contract, that:

- (a) the contractor will:
  - diligently proceed and complete all work to be done under this contract in a proper and workmanlike manner
  - supply all materials necessary for the completion of the work of the kind and quality stated in the plans and/or specifications
  - comply with all relevant Australian Standards, laws and the requirements of the relevant local council and all statutory authorities with respect to the work.
- (b) the owner will pay the contract price in the manner specified in this contract.

The contract price includes all taxes (including GST) associated with the work. References to costs and payments are inclusive of GST where applicable. The contract price may be increased by the amount of any increase in tax or duty which is imposed after the date of this contract and which directly relates to work done or materials supplied under this contract.

The contractor warrants that as at the date of this contract, the contract price is based upon site inspections and all other investigations which would usually be undertaken by an experienced and competent contractor and includes all matters including equipment that could be reasonably expected to be necessary for the completion of the work covered by this contract. The contract price may be adjusted after the date of contract only in accordance with this contract.

### Cooling off Period

For Contract with price over \$20,000.00

Under the Home Building Act the owner may, by notice in writing, rescind the contract. The contract may be rescinded even if work has commenced under the contract.

**Contract for Works at SP#56151 at 1&7/206-208 The Boulevard  
Miranda NSW 2228 J#51509**

The notice of rescission must be given to the contractor:

- (a) where the owner 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
- (b) where the owner 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 owner becomes aware of being entitled to be given a copy of the signed contract.

The notice of rescission must state that the owner rescinds the contract, and must be given to the contractor by leaving it at the address shown as the contractor's address, or by any method of service provided by clause 28 of this contract.

If a notice of rescission is given to the contractor:

- (a) the contract is taken to be rescinded from the time it was signed, subject to (b), (c), (d) and (e) below
- (b) the contractor may retain out of any money already paid to the contractor the amount of any reasonable out of pocket expenses that the contractor incurred before the rescission
- (c) the contractor must refund all other money paid to the contractor under the contract by, or on behalf of, the owner at or since the time the contract was made
- (d) the owner is not liable to the contractor in any way for rescinding the contract
- (e) the contractor 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.

## Clause 4

### Deposit

*Please note that on signing of this contract a 10% deposit is required as per the attached invoice #30596 for \$1,544.40*

## Clause 5

### Commencement of Work

The contractor must commence the work within 21 working days from:

- the date of this contract, or
- if the approval of the local council or other statutory authority has still to be obtained for the work, the date of written notification of that approval, or
- if the consent of the lending authority is required, the date of written notification of consent that the work may proceed whichever is latest.

The contractor may, by written notice, request the owner to provide satisfactory evidence of the owner's title to the land and capacity to pay the contract price and for any variations agreed to after the contract is signed.

If the owner fails to provide such evidence within 10 business days from receipt of such notice, the contractor may suspend the work under the contract in accordance with Clause 24 or take action to end it in accordance with Clause 26.

## Clause 6

### Time for Completion

The contractor must diligently proceed and complete the work within calendar weeks from the date the work is due to commence as referred to in Clause 5. The period of time allowed for completion has taken into account any public

**Contract for Works at SP#56151 at 1&7/206-208 The Boulevarde  
Miranda NSW 2228 J#51509**

holidays and other days when it is known that work will not be performed. The time for completion may be subject to amendment in accordance with Clause 7.

## Clause 7

### Extension of Time

If the work is delayed by:

- inclement weather or conditions resulting from inclement weather
  - any order of a court or tribunal that the work be suspended, unless that order resulted from the fault of the contractor
  - any act or omission of the owner
  - any industrial dispute affecting the progress of the work (not being a dispute limited to the site or limited to employees of the contractor)
  - the unavailability of materials necessary for the continuation of the work, unless due to the fault of the contractor
  - a variation to the work
  - a suspension of the work by contractor under Clause 24, or any other matter, cause or thing beyond the control of the contractor, the contractor will be entitled to a reasonable extension of time to complete the work.
- Both the contractor and owner (if applicable) must take all reasonable steps to minimise any delay to the work.**

If the contractor wishes to claim an extension of time, the contractor must notify the owner in writing of the cause and estimated length of the delay within 10 business days of the occurrence of the event or, in the case of a variation, from the date of agreement to the variation.

If the owner does not, within a further 10 business days, notify the contractor in writing that the extension of time sought is unreasonable, the completion date for the contract will be extended by the period notified to the owner.

If the owner gives the contractor written notice disputing the extension of time claimed, and no agreement can be reached on the time to be allowed, the dispute must be dealt with in accordance with the dispute resolution procedure (Clause 27)

## Clause 8

### Completion of Work

The work will be complete when the contractor has finished the work in accordance with the contract documents and any variations, it is free of apparent defects, any damage of the kind referred to in Clause 19 has been repaired, and all rubbish and surplus material has been removed from the site.

When the contractor believes the work is complete, the contractor must notify the owner in writing certifying that the work has been completed in accordance with this contract. Within 10 business days of receipt of written notice from the contractor, the owner must advise the contractor in writing of any items of work the owner considers to be incomplete or defective. If the owner does not so notify the contractor, the work will be taken to be complete.

The contractor must complete any outstanding work promptly and again notify the owner in writing. Unless the owner notifies the contractor in writing that any item is still incomplete or defective within a further 10 business days from receipt of notification by the contractor, the work will be taken to be complete.

Should there be any dispute between the parties as to whether the work has been completed, it must be dealt with in accordance with the dispute resolution procedure (Clause 27).

**Contract for Works at SP#56151 at 1&7/206-208 The Boulevarde  
Miranda NSW 2228 J#51509**

## Clause 9

### Statutory Warranties

The contractor warrants that:

- (a) the work will be performed in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract
- (b) all materials supplied by the contractor will be good and suitable for the purpose for which they are used and, unless otherwise stated in the contract, those materials will be new
- (c) the work will be done in accordance with, and will comply with, the Home Building Act or any other law
- (d) the work will be done with due diligence and within the time stipulated in the contract, or if no time is stipulated, within a reasonable time
- (e) if the work consists of the construction of a dwelling, the making of alterations or additions to a dwelling or the repairing, renovation, decoration or protective treatment of a dwelling, the work will result, to the extent of the work conducted, in a dwelling that is reasonably fit for occupation as a dwelling
- (f) the work and any materials used in doing the work will be reasonably fit for the specified purpose or result, if the owner expressly makes known to the contractor or another person with express or apparent authority to enter into or vary contractual arrangements on behalf of the contractor, the particular purpose for which the work is required or the result that the owner desires the work to achieve, so as to show that the owner relies on the contractor's skill and judgment.

These warranties do not in any way reduce or limit the contractor's obligations in relation to workmanship, materials, completion or other matters specified in Clauses 3 and 4 or elsewhere in this contract. No provision of this contract can reduce, restrict or remove these statutory warranties.

## Clause 10

### Provisional Sums

The contract price includes the items of work set out in the provisional sums schedule for which the contractor cannot give a definite price. The provisional sums schedule set out the amount allowed for the cost of each item of work, including GST.

The contractor warrants that the provisional sums allowed have been estimated with reasonable care and skill, and in light of information necessary and available at the date of this contract and taking into account such factors as a competent and experienced contractor should have taken into account in estimating the provisional sums.

The contractor must also offer to the owner or the owner's representative the opportunity, with adequate written notice, to be present at the site during the performance of any work included in the provisional sums schedule in order to verify the actual cost of the work. The contractor does not have to delay the work if the owner is unable to attend at the time the work is to be performed.

If the actual cost to the contractor is greater than the provisional sum allowed, the excess amount together with the contractor's margin of 20% on the excess, to cover overheads, supervision and profit shall be added to the contract price, along with the additional GST. If the actual cost to the contractor is less than the provisional sum allowed, the contract price will be reduced by the difference between the provisional sum allowed and the actual cost.

Any such addition or deduction will be taken into account in the next progress payment or as agreed between the parties.

**The contractor must provide a copy of any relevant invoice, receipt or other document evidencing the actual cost of the work included in the provisional sums schedule at the time payment is requested.**

**Contract for Works at SP#56151 at 1&7/206-208 The Boulevard  
 Miranda NSW 2228 J#51509**

**Provision Sums Schedule**

Item of Work	Quantity	Unit	Dollar rate per unit	Provisional Sum (including GST)
Labour (as not allowed for)	TBA	Per hour/Per man	\$45.00	TBA
Supervision (as not allowed for)	TBA	Per hour/Per man	\$65.00	TBA
Wet Weather Conditions tarp covering (per max area 9m x 12m)	TBA	Per Tarp Required	\$300.00	TBA
Per site visit not allowed for, including trade attendance (note: this does not include man hours)	TBA	Per site visit	\$99.00	TBA
FC Sheeting if substrate is damaged	TBA	Per Metre	\$250.00	TBA
Specialist Trade Attendance as required	TBA	Per Visit	\$99.00	TBA
Installation of Down Pipes if required	TBA	Per downpipe	\$990.00	TBA
Installation of waste pipe if required	TBA	Per waste pipe	\$890.00	TBA
Service Locator in core drilling	TBA	Per use	\$1,200.00	TBA
Tiles higher in value than \$32.00p/m	TBA	Per metre	TBA	TBA
Door Flashing for Standard Door (3m)	TBA	Per door	\$2,500.00	TBA

## Clause 11

The contract price includes the items specified in the prime cost items schedule which the owner has not selected at the date of this contract and for which the contractor cannot give a definite price. The amounts allowed are for the cost of each item, including GST.

## Contract for Works at SP#56151 at 1&7/206-208 The Boulevard Miranda NSW 2228 J#51509

The Installation of prime cost items and connection to services, unless otherwise specified, is included in the contract price.

The contractor warrants that the prime cost items have been estimated with reasonable care and skill, and in light of information necessary and available at the date of this contract and taking into account such factors as a competent and experienced contractor should have taken into account in estimating the likelihood of such items being required and their likely cost.

The owner must select each item in conjunction with advice from the contractor within sufficient time so as not to cause any delay to the work. The contractor must give the owner adequate written notice as to when a selection of each item is required in order to avoid any delays.

If the actual cost to the contractor is greater than the prime cost amount allowed, the excess amount together with the contractor's margin of 20% on the excess, to cover overheads, supervision and profit shall be added to the contract price, along with the additional GST. If the actual cost to the contractor is less than the amount allowed, the contract price will be reduced by the difference between the amount allowed and the actual cost.

The contractor must provide a copy of any relevant invoice, receipt or other document evidencing the purchase price of the item at the time payment is requested. If the contractor purchases a prime cost item, any discount for prompt payment will be allowed in favour of the contractor. All written warranties for such items must be given to the owner on completion of the work and must be enforceable by the owner.

### Price Cost Item Schedule

Item	Prime cost (including GST)
N/A	

## Clause 12

### Progress Payments

The owner must pay the contract price by progress payments within 5 business days of the completion of the stages of the work nominated in the schedule of progress payments. The contractor must notify the owner in writing when a stage of the work has reached completion. A stage of work has reached completion when it has been finished in accordance with the contract documents and any variations agreed to and is free of apparent defects. Any deposit paid must be deducted from the first progress payment.

Despite the preceding paragraph, if the owner's lending authority (if applicable) is to make all or any progress payments, then the contractor agrees to accept the usual payment terms (including the need for inspections and certificates required by the lending authority) in place of the requirements specified in the preceding paragraph.

### Schedule of progress payments

Stages of work (payments to be made at completion of stage)	Amount (Excluding GST)
1. Deposit & Site Establishment Fee	\$1,404.00
2. Stage 1	\$5,616.00
3. Stage 2	\$5,616.00
4. Completion	\$1,404.00
5. Total:	\$14,040.00

## Contract for Works at SP#56151 at 1&7/206-208 The Boulevard Miranda NSW 2228 J#51509

Payment of a progress payment is not to be regarded as acceptance by the owner that the work has been completed satisfactorily or in accordance with the contract documents.

If there is any bona fide dispute in relation to the value or quality of work done, the dispute must be dealt with in accordance with the dispute resolution procedure set out in Clause 27. In those circumstances, the parties agree as follows:

- (a) the owner may withhold from the progress payment, an amount estimated by the owner, acting reasonably, equal to the owner's estimate of the value of the disputed item
- (b) the contractor must continue to carry out its obligations under this contract pending resolution of the dispute.

### Schedule for payments inspections

Stages of work	Amount (Excluding GST)
1. Works Complete (final balance)	\$1,404.00
Total:	\$1,404.00

## Clause 13

### Variations

The work to be done or materials used under this contract may be varied:

- at the request of the owner, or
- at the request of the contractor. If the necessity for the variation is due to the fault of the contractor the owner will not be liable for any increase in the contract price, or
- due to such other matters that could not reasonably be expected to be foreseen by an experienced, competent and skilled contractor for the completion of the work at the date of the contract, or
- due to a requirement of a council or other statutory authority relating to the work, if at the date of this contract such requirement could not reasonably have been foreseen by the contractor.

### Procedure for variations

- Before commencing work on a variation, the contractor must provide to the owner a notice in writing containing a description of the work and the price (including GST). If not otherwise specified, the price will be taken to include the contractor's margin for overheads, supervision and profit. **The notice must then be signed and dated by both parties to constitute acceptance.**
- If the time for completion will be delayed by the variation the contractor must include in the notice an estimate of the additional time required. Any extension of time must be dealt with in accordance with Clause 7.
- The requirement for variations to be in writing does not apply if there is likely to be a danger to any person or damage to property, and the work could not be done promptly if the variation had to be put in writing before commencing the work.
- Variations shall be subject to the overall conditions of this contract.

### Adjustment of Contract Price

The cost of deletions from the contract will be deducted from the contract price. The price of any variation specified in the notice signed and dated by both parties will be added to the contract price.

Any adjustment to the contract price due to an agreed variation will be taken into account at the time of the next progress payment or paid as agreed by the parties.

**Contract for Works at SP#56151 at 1&7/206-208 The Boulevarde  
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## **Right to terminate the contract for variations due to unforeseen matters or a requirement of council or other statutory authority**

If the work must be varied due to a matter that could not reasonably be expected to be necessary for the completion of the work or a requirement of the council or other statutory authority which was not known at the date of this contract and the owner notifies the contractor in writing that the owner is unable to meet the cost of that variation, then the owner will be entitled to terminate the contract by notice in writing to the contractor (Clause 25).

If the contract is so terminated, the contractor is entitled to payment:

- in accordance with Clause 12 in respect of completed stages
- the actual cost of the work done since the completion of the last stage, and for any materials on the site, together with a margin of 20%
- for profit, supervision and overhead on the cost of that work and materials, and GST payable.

## **Clause 14**

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### **Time for Payments**

When the contractor gives the owner a written claim for a progress payment or other amount due under the contract, the owner must pay, unless the owner notifies the contractor in the manner stated below, the amount of the claim within 5 business days of receipt of the claim (which must not be less than 5 business days). However, the preceding sentence is subject to any contrary term or condition specified in Clause 12.

If the owner disagrees that the contractor is entitled to be paid a progress claim or other amount due under the contract, the owner must notify the contractor in writing within 5 business days of receiving the claim setting out the reasons for that disagreement. If there is any dispute between the parties relating to a payment under the contract it must be resolved according to the dispute resolution procedure set out in Clause 27.

If the owner fails to pay the amount of a claim in part or in full by the due date and fails to give notice disputing the claim to the contractor, interest at the current bank rate (as defined in Clause 30) will be payable to the contractor on the amount outstanding for the period overdue. However, if the owner gives notice of a dispute in accordance with the dispute resolution clause (Clause 27), interest at the current bank rate will only be payable if the dispute is resolved in favour of the contractor and shall be calculated from the time when payment would have otherwise been due.

## **Clause 15**

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### **Final Payment**

When the work is complete in accordance with Clause 8 the owner must pay the amount remaining unpaid under the contract. Payment must be made in the manner specified in Clause 14. If the amount is not paid, interest in accordance with Clause 14 applies.

On receipt of the final payment, the contractor must hand over to the owner all guarantees, instruction manuals and the like unless already provided and all keys relating to the work, together with any certificate or approval which may have been provided by any public authority relating to the work.

## **Clause 16**

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### **Work done and/or materials supplied by owner**

The owner will carry out the work and supply the materials described below. The cost of that work and materials is not included in the contract price:



**Contract for Works at SP#56151 at 1&7/206-208 The Boulevard  
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**Work and materials by owner**

- N/A

The owner will supply the materials set out below. The cost of these materials is not included in the contract price. The cost of installation by the contractor is included in the contract price.

**Materials only by owner**

- N/A

The owner must diligently carry out the work and supply the materials described above to avoid undue delay to the work under the contract.

## Clause 17

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### Approvals

Unless obtained by one of the parties prior to the date of the contract, the contractor must promptly apply for, and bear the cost of, all necessary application fees for approval of the work. The contractor must also apply for and obtain, at its expense, all approvals required from any public authority to occupy and use the completed work. The cost of doing so and all fees are included in the contract price.

The contract price does not include the cost of local government security deposits and these must be met by the owner.

If the contractor is required to obtain approvals before starting work under this contract and all necessary approvals have not been obtained within 60 business days of the date of this contract, either party may terminate the contract by notifying the other party in writing at the expiry of the 60 business day period.

If the contract is terminated in accordance with this clause, the contractor is entitled to be paid all reasonable costs associated with applying for the approvals to the date the contract is terminated together with the contractor's margin on these costs.

If a deposit has been paid by the owner which is in excess of the amount payable to the contractor, the excess must be refunded to the owner within 5 business days of the termination of the contract.

## Clause 18

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### Compliance with Requirements of Local Statutory Authorities

In carrying out the work the contractor must comply with the codes, standards, specifications and conditions of consent as set out in Clause 3.

If, due to such a requirement, the plans or specifications have to be amended, the contractor must immediately advise the owner in writing explaining the reason for the change. Any agreement to vary the plans and specifications for the work must be in writing and signed by both parties.

Any changes to be made to the work or materials to be used, provided they are not as a result of any fault on the part of the contractor, will be dealt with as variations in accordance with Clause 13.

The contractor must make good, at the contractor's own cost, any damage to footpaths and kerbs to the council's satisfaction.

**Contract for Works at SP#56151 at 1&7/206-208 The Boulevarde  
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## **Standards and tolerances**

The *Home Building Act 1989* stipulates that the work will be performed in a proper and workmanlike manner, and in accordance with the plans and specifications set out in the contract. Unless otherwise stated these must comply with the Building Code of Australia, to the extent required under the *Environmental Planning and Assessment Act 1979* (including any instrument made under that Act), Australian Standards and relevant NSW legislation.

Changes in climate or geographic conditions can cause movement and variations in building work. Not all variations are a defect. The Building Code of Australia and the relevant Australian Standards specify what are considered acceptable minimum levels of performance.

## **Clause 19**

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### **Access to site and materials handling**

The contractor must do all work necessary to provide access to the site for vehicles and other equipment required by the contractor to carry out the work, and the cost of providing such access to the site is included in the contract price.

The contractor must bear all costs involved in the delivery of materials to the work, handling of materials, the removal and disposal from the site of rubbish, surplus material, excavated material, vegetation and demolished or dismantled structures.

The contractor shall be liable to the owner for any damage to kerbs, gutters, paving, underground services, drains, structures or other property on the site caused by the negligence or default of the contractor, any employee or subcontractor of the contractor as a consequence of carrying out the work.

The contractor must allow the owner, any person authorised by the owner or an authorised officer of the lending authority, if any, access to the site to view and inspect the work in progress.

The owner must allow the contractor, and any employee or sub-contractor of the contractor, access to the site during the currency of this contract.

The owner or the owner's representative must communicate and deal with the contractor personally or with such person nominated by the contractor as the contractor's authorised representative.

The owner must not give directions to the contractor's employees or sub-contractors.

## **Clause 20**

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### **Identifying the Site**

The contractor is responsible to ensure that the work is carried out on the owner's land. If there is any doubt as to the correct location of the boundaries, the contractor must take all necessary steps to determine their position. If the position of the boundaries can only be determined by a boundary survey, the contractor, at the owner's cost, must provide a boundary survey. However, the contractor must notify the owner in writing prior to obtaining the survey including a proper estimate of the cost of the survey.

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## Clause 21

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### Assignment and sub-contracting

Neither the owner nor the contractor may assign their rights or obligations under the contract without the prior written consent of the other party, such consent not to be unreasonably withheld.

The contractor may sub-contract any part (but not the whole) of the work without the owner's consent but is not relieved from the responsibility under this contract for that work.

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## Clause 22

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### Insurance

The contractor must effect and maintain the following insurances until completion of the work:

- public liability insurance to cover liabilities to third parties resulting from death or personal injury or from damage to property for an amount not less than \$5 million
- property damage insurance in respect of the work, including the work in progress, any associated temporary work and materials on the site, for the full reinstatement and replacement cost plus an amount of not less than 10% of the estimate of the full reinstatement and replacement cost to cover removal of debris, demolition, architects and other consultant's fees. The interest of the owner must be noted on the policy and the policy must where possible contain a 'cross-liability' clause. This insurance must cover loss by accident, theft, fire, explosions, lightning, hail, storm and tempest, vandalism and civil commotion
- Employer's liability and worker's compensation insurance.

### Settlement of claim

On settlement of any claim for damage to the work the contractor must diligently proceed to rebuild, replace or repair the work. The contractor will not be entitled to any payment other than for the amount of the claim payment received from the insurer for the claim for the rebuilding, replacement or repair of the work.

### Evidence of insurance

Prior to the commencement of the work, and on request by the owner at any time thereafter, the contractor must provide to the owner evidence in writing that insurances required by this contract have been obtained and are current. The evidence must include properly completed certificates of currency and copies of the relevant policies (unless these are not reasonably obtainable from the insurer or insurance broker). If the contractor fails to provide such evidence, or if any of the insurances required by this contract have not been taken out by the contractor, the owner may arrange the insurance and deduct the cost from payments then or subsequently due to the contractor.

### Indemnity

The contractor indemnifies the owner against any liability or loss in respect of death or personal injury or property damage (including damage to or loss of goods or materials on site including the work under the contract) arising out Of, or as a consequence of, the carrying out of the work. However, if such liability or loss arises in whole or in part through the negligence of the owner or owner's representative the extent of the contractor's indemnity will be reduced by the extent to which the negligence of the owner or owner's representative contributed to such liability or loss.

**Contract for Works at SP#56151 at 1&7/206-208 The Boulevard  
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## Clause 23

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### Defects Rectification

The contractor must rectify omissions and defects in the work which become apparent within the period of 13 weeks from the date the work has been completed. The date of completion shall be determined in accordance with Clause 8.

The owner must notify the contractor in writing of any omissions or defects which need to be made good no later than 10 business days after the expiry of the 13 week period. The contractor must rectify the omissions and defects at the contractor's own cost within 30 business days from receipt of such notification and the owner must give the contractor reasonable access for this purpose.

In respect of major omissions and defects in the work, a further defects liability period of 13 weeks from the date the work has been completed will apply.

If there is a dispute between the parties as to whether any item of work is defective, has been omitted or has been satisfactorily rectified the dispute must be dealt with in accordance with the dispute resolution clause (Clause 27).

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## Clause 24

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### Suspension of Work by Contractor

If the owner, without reasonable and substantial cause:

- fails to provide satisfactory evidence of title to the land and/or capacity to pay the contract price, including any variations
- fails to pay a progress payment or any other amount due to the contractor within the time allowed, but only if the owner fails to pay the progress payment or other amount due after a written notice from the contractor requiring payment within a further period of 5 business days
- fails to advise the contractor promptly of any requirement of or notice from a statutory authority or the lending authority, if any, that affects the work
- fails to perform any work or supply materials as specified in Clause 16 which prevents the contractor from continuing with the work under the contract
- denies the contractor or the contractor's sub-contractors access to the site so as to prevent the work from proceeding, or otherwise prevents the contractor from carrying on the work; or if the owner becomes bankrupt, assigns assets for the benefit of creditors generally, makes a composition or other arrangement with creditors or, if the owner is a company, goes into liquidation or receivership or is otherwise without full capacity,

the contractor may, without prejudice to any other rights under the contract, suspend the work by giving written notice to the owner in accordance with Clause 28 (Giving of Notices) specifying the reason.

If the owner remedies the default, the contractor must recommence the work within 10 business days unless the contractor has ended the contract under Clause 26.

**Contract for Works at SP#56151 at 1&7/206-208 The Boulevarde  
Miranda NSW 2228 J#51509**

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## Clause 25

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### **Termination of Contract by Owner**

#### **Due to the fault of the contractor**

If the contractor:

- is unable or unwilling to complete the work or abandons the work
- suspends the work before completion without reasonable cause
- becomes bankrupt, assigns assets for the benefit of creditors generally, makes a composition or other arrangement with creditors or, if the contractor is a company, goes into liquidation or receivership or is otherwise without full capacity
- fails to proceed diligently with the work
- fails to remedy defective work or remove faulty or unsuitable materials, or
- without reasonable cause fails to comply with an order or direction of a public authority with respect to defective or incomplete work, which would substantially affect the quality and/or progress of the work,

the owner may, if such default can be remedied, notify the contractor in writing that unless the default is remedied within 10 business days or such longer period as specified, the owner will terminate the contract.

If the contractor does not comply with the owner's request within the time allowed, or if the default cannot be remedied, the owner may terminate the contract by giving written notice to that effect to the contractor.

If the owner terminates the contract due to the fault of the contractor, any unfixed materials or fittings on the site may be retained by the owner. Following the issue of a notice by the owner under this Clause no unfixed materials or fittings shall be removed from the site by the contractor.

If the reasonable cost of completion of the work exceeds that which would have otherwise been due under the contract the difference will be a debt payable by the contractor to the owner. Should the reasonable cost of completion be less than otherwise due under the contract the difference will be a debt payable to the contractor.

Until completion of the work the contractor will not be entitled to any further payment under this contract. However, nothing contained in this clause may take away any right the contractor may have to payment under the dispute resolution procedure in Clause 27.

#### **Other than due to the fault of the contractor**

The owner may also terminate the contract by notice in writing to the contractor in the following circumstances:

- if the owner, within the cooling off period, does not wish to proceed with the contract (see Clause 3)
- if all necessary approvals for the work have not been obtained within 60 business days of the date of the contract (see Clause 17), or
- if the owner is unable to meet the cost of a variation due to a matter that could not reasonably be expected to be necessary for the completion of the work or a requirement of the council or other statutory authority (see Clause 13).

A notice required under this Clause must be given in accordance with Clause 28.

If the owner ends the contract in the above circumstance, the contractor may remove from the site and retain all unfixed materials, fittings and equipment supplied by the contractor.

**Contract for Works at SP#56151 at 1&7/206-208 The Boulevard  
Miranda NSW 2228 J#51509**

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## Clause 26

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### Termination of Contract by Contractor

#### Due to the fault of the owner

If the owner:

- fails to provide satisfactory evidence of title to the land or capacity to pay the contract price including any variations (see Clause 5)
- fails to pay a progress payment or other amount due under the contract (see Clause 14)
- becomes bankrupt, assigns assets for the benefit of creditors generally, makes a composition or other arrangement with creditors or, if the owner is a company, goes into liquidation or receivership or is otherwise without full capacity
- denies access to the site to the contractor, the contractor's employees or sub-contractors so as to prevent the work from proceeding (see Clause 19)
- fails to perform any work or supply materials as specified in Clause 16 which prevents the contractor from continuing with the work under the contract or otherwise obstructs the contractor from performing the work
- fails to rectify a cause of suspension under Clause 24 within the time specified in Clause 24, or
- without the consent of the contractor prior to completion of the work enters into occupation or otherwise obstructs the contractor from performing the work,

the contractor may, where such default can be remedied, notify the owner in writing that unless the default is remedied within 10 business days or such longer period as specified, the contractor will terminate the contract.

Unless the owner complies with the contractor's request within the time allowed, or if the default cannot be remedied, the contractor may terminate the contract by giving written notice to this effect to the owner.

If the contractor terminates the contract under this clause, the contractor may remove from the site and retain all unfixed materials, fittings and equipment supplied by the contractor and will be entitled to recover all losses and expenses arising from the termination of the contract or to offset such amounts from any amount due to the owner.

#### Other than due to the fault of the owner

The contractor may terminate the contract by notice in writing to the owner if all necessary approvals for the work have not been obtained within 60 business days of the date of the contract unless failure to obtain those approvals is due to the act, omission or default of the contractor (see Clause 17).

A notice required under this clause must be given in accordance with Clause 28.

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## Clause 27

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### Disputes

- If the owner or contractor considers that a dispute has arisen in relation to any matter covered by this contract, either during the progress of the work, after completion of the work or after the contract has been terminated, that person must promptly give to the other party written notice of the items of dispute.
- If the dispute is not resolved informally following such notification, the parties may confer with a mutually agreed third party whose role will be to assist in the resolution of the dispute by mediation or expert appraisal of the work.
- If the parties do not agree to confer with a third party to assist in the resolution of the dispute, or if the dispute is not resolved following the assistance of such a third party, the owner may notify Fair Trading that a building dispute exists and seek the assistance of Fair Trading to resolve the dispute.

**Contract for Works at SP#56151 at 1&7/206-208 The Boulevard  
Miranda NSW 2228 J#51509**

- Even if a dispute has arisen the parties must, unless acting in accordance with an express provision of this contract, continue to perform their obligations under the contract so that the work is completed satisfactorily within the agreed time.

## Clause 28

### Giving of Notices

If the contract requires or permits a party to give a notice, consent, or other communication in writing to the other party, it must be given by either:

- handing it to the other party
- leaving it with a person, apparently over the age of 16, at the other party's business or residential address, or
- by registered post to the last known address of the other party.

## Clause 29

### Copyright

The party supplying any plans or specifications (documents) for use under this contract warrants that they may be used for the purposes of this contract and indemnifies the other party against any liability or cause of action by any person claiming ownership or copyright in respect of the documents or arising out of their use.

If the contractor prepares the documents under the direction of the owner or from sketches supplied by the owner which may infringe the copyright of another person, the owner indemnifies the contractor against any legal action in respect of a breach of copyright by the contractor.

If the contractor prepares the documents the contractor retains copyright in those documents but the owner will, provided the contractor has been paid for those documents, be entitled to complete the work in accordance with those documents.

## Clause 30

### Definitions

#### In the printed general conditions of contract

- Words imparting the singular include the plural and vice versa.
- A reference to the male gender includes the female and a reference to a person includes a partnership and a company.
- The current bank rate is the Commonwealth Bank Overdraft Index Rate as published from time to time plus 2% per annum.
- 'Lending authority' means a bank, building society or other financial institution which lends the owner the contract price or any portion of that amount.
- 'GST' means Goods & Services Tax – a tax levied by the Federal Government on the supply of goods and services.
- 'Business day' means any day other than a Saturday, Sunday, public holiday or 27, 28, 29, 30 or 31 December.
- A reference to 'include' or 'including' or 'for example' in a list means that items not listed may be included.
- A reference to any legislation includes any statutory modification, re-enactment, substitution and any subordinate legislation issued under that legislation.

**Contract for Works at SP#56151 at 1&7/206-208 The Boulevarde  
Miranda NSW 2228 J#51509**

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- A reference to any party includes that party's executors, administrators, successors and permitted assigns.
  - A provision of or a right created under this contract may not be:
    - waived, except in writing signed by the party granting the waiver, or
    - varied, except in writing signed by the parties.
  - The rights, powers and remedies provided in this contract are cumulative with, and are not exclusive of, the rights.



# **Acumen Building and Engineering Consultants Pty. Ltd.**

**Consulting Structural Engineers and Specialist Building Consultants**

**ABN 50 147 693 856**

**West Pennant Hills office:**

**94 HIGHS ROAD**

**WEST PENNANT HILLS NSW 2125**

**Tel: (02) 9894 1134 Mobile: 0418 814566**

**Facsimile: (02) 9680 8685**

**Email: [enquiries@acumenconsultants.com.au](mailto:enquiries@acumenconsultants.com.au)**

7 October 2011

The Owners Corporation – SP56151

C-/ Netstrata

**Attention: Tanya Gough**

PO Box 265

HURSTVILLE NSW 2135

Dear Tanya

**Subject: Inspection and report on water penetration issues in Unit 6**  
**Owner/Beneficiary: The Proprietors – SP56151**  
**Property: 6/206-208 The Boulevard Miranda NSW**  
**Our Reference: 11/119/PV**

In accordance with your instructions, I attended the above property on 14/09/11 and inspected Unit 6 within the two-storey townhouse development.

I was instructed to inspect and assess the recent waterproofing work undertaken on the first floor balcony off the main bedroom and determine if this work had been done in accordance with the relevant Australian Standards and the Building Code of Australia.

**OBSERVATIONS: *(Assume that The Boulevard faces North)***

I inspected Unit 6 and noted evidence of water penetration in the garage plasterboard ceiling. I also observed that the sliding door in the main bedroom, which was on the first floor level, was directly over the water stains in the garage ceiling below.

The first floor balcony measured approximately 1650mm wide x 4300mm long and was tiled with 330mm x 330mm ceramic floor tiles on a mortar bed with 125mm high ceramic skirting tiles at the junction of the external brickwork and the balcony.

In addition I noted there was no integrated sub-sill under the sliding door in the main bedroom in this dwelling and the sliding door did not appear to have been removed during the re-waterproofing of the balcony deck.

A mastic seal has been used to seal the interface between the sliding door sill and the balcony floor tiles deck to prevent water penetration at this point of entry. In addition, the junction of the vertical brick reveals and the sliding door reveals have been sealed with a silicon sealant.

I also noted that there were no visible weepholes at the base of the external brick wall on the balcony. On the southern side of the sliding door opening, where the wall panel is 1270mm long, I noted that no weepholes were apparent and that the 125mm high skirting tiles covered the areas where the weepholes should have been.

**DISCUSSION:**

As noted above, I observed evidence of the water penetration in the garage plasterboard ceiling directly under sliding door in the main bedroom. This was the only area of the dwelling where water penetration was noted. In addition, I noted there was no discernable integrated sub-sill under this sliding door, as should be present if the waterproofing of the balcony and the sliding door opening had been done as part of the same operation.

Moreover, the sliding door did not appear to have been removed during the re-waterproofing of the balcony deck and mastic has been used to seal the interface between the sliding door sill and the balcony deck tiles as a means of preventing water penetration through this point of entry.

In addition, the junction of the vertical brick reveals and the sliding door reveals have been sealed with a silicon sealant, which is not an acceptable solution as silicon breaks down under exposure to ultra-violet light. Any gaps between the vertical brick reveals and the sliding door reveals should be sealed using matching powdercoated aluminium storm moulds.

I also noted that there were no visible weepholes at the base of the external brick wall on the balcony. Moreover, on the southern side of the sliding door opening, where the wall panel was observed to be 1270mm long, I noted that the 125mm high skirting tiles covered the areas where the weepholes should have been. Part 3.3.4 of Volume 2 of the Building Code of Australia (BCA) requires weepholes to be spaced not greater than 1200mm centres such the weepholes drain the internal face of the external brickwork through a cavity flashing.

**RECOMMENDATIONS:**

I recommend the following actions to overcome the observed issues with the respect to the water penetration with the garage ceiling in Unit 6:

1. Remove the first floor balcony sliding door off the main bedroom and one (1) row of balcony floor tiles and the tile bed immediately in front of and across the width of the sliding door. Install a wide sub-sill under the sliding door opening and bond this sub-sill into the existing waterproof membrane across the balcony sliding door opening. The sub-sill should be turned up at the back of the sliding door sill and also turned up at each end of the door opening. Water test the junction of the membrane and the sub-sill and make good the tiled bed, tiles and grouted areas.
2. Install retrofitted weepholes within the base of the northern and southern external walls to allow the existing cavity flashings, which are assumed to exist, in the base of these walls to be properly drained. The skirting tiles should be notched at the weepholes locations to properly drain the weepholes. Make good the skirting tiles using matching tiles and grout.
3. Seal the junction of the vertical exterior brick reveals and the sliding door reveals using matching powdercoated aluminium storm moulds.
4. Repair the water damaged plasterboard ceiling in the garage by cutting out any damaged sections of plasterboard before replacing the board. Patch, set and sand the repaired areas. Prime the repaired areas with one (1) coat of primer before re-painting the ceiling with two (2) coats of matching paint.

**CONCLUSIONS:**

In my opinion the waterproofing work carried out the first floor balcony outside the main bedroom in Unit 6 is defective as it has not eliminated the water penetration issues within the garage directly below the balcony sliding door.

The most obvious failing is that no integrated sub-sill has been installed under this sliding door as part of the recent re-waterproofing works done on the balcony. Moreover, mastic has been used as the only means of sealing the interface between the sliding door sill and the balcony deck tiles, which is not an adequate means of preventing water penetration through this point of entry.

In addition, no weepholes are visible on the balcony, which suggests that they have been covered up when the skirting tiles were installed and the vertical sliding door reveals have been sealed with silicon rather than with matching powdercoated aluminium storm moulds.

The various issues highlighted above appear to be the waterproofing contractor's responsibility to rectify and I have provided the enclosed scope of work to assist in the rectification process.

Accordingly, I trust that this report and its associated photographic record explain the various issues associated with the observed water penetration in the garage ceiling at this property and also satisfactorily explain how to properly overcome the observed issues at this property.

Please contact me if I can be of further assistance.

Yours faithfully



**PETER VERINDER**

BE(Hons), MEngSci, FIE(Aust), CPEng.

**Consulting structural engineer**

**Specialist Building Consultant**

**Director**

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**WEST PENNANT HILLS NSW 2125**

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**Email: enquiries@acumenconsultants.com.au**

## **Scope of work**

### **6/206-208 The Boulevard Miranda NSW**

Only properly insured and licenced tradesmen are to execute these works. The rectifying builder must provide a current insurance certificate prior to commencement of this project and enter a suitable building contract with the claimants for the rectification of these works in accordance with this scope of work.

The rectifying builder is to provide a rigorous and detailed methodology for all major items of rectification work prior to commencement. Such methodologies must be in accordance with the prevailing Australian Standards and the Building Code of Australia and may not to reduce the extent of the remedial work detailed in this scope of work.

For the purposes of this scope of work, The Boulevard is assumed to face North.

### **EXTERNAL WORKS:**

#### **First floor balcony off the main bedroom:**

- Remove the first floor balcony sliding door off the main bedroom and one (1) row of balcony floor tiles and the tile bed immediately in front of and across the width of the sliding door. Install a wide sub-sill under the sliding door opening to straddle the junction between the tiled deck and the sliding door sill area and bond this sub-sill to the existing waterproof membrane across the balcony sliding door opening. The sub-sill should be turned up at the back of the sliding door sill and also turned up at each end of the door opening. Water test the junction of the membrane and the sub-sill and make good the tiled areas with matching tiles and grout.
- Install retrofitted weepholes within the base of the northern and southern external walls to allow the existing cavity flashings, which are assumed to exist, in the base of these walls to be properly drained. The skirting tiles should be notched at the weepholes locations to properly drain the weepholes. Make good the skirting tiles using matching tiles and grout.
- Seal the junction of the vertical exterior brick reveals and the sliding door reveals using matching powdercoated aluminium storm moulds.
- Repair the water damaged plasterboard ceiling in the garage by cutting out and replacing any damaged sections of plasterboard. Patch, set and sand the repaired areas. Prime the repaired areas with one (1) coat of primer before re-painting the ceiling with two (2) coats of matching paint.



**PETER VERINDER**

**BE(Hons), MEngSci, FIE(Aust), CPEng**

**Consulting structural engineer**

**Specialist building consultant**

**Director**

**Date: 07/10/11**

# ALL AWAY

## PRESSURE CLEANING

PO Box 2365 Taren Point NSW 2229 • ABN: 92 917 990 416 • Lic No. 116442C  
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[www.allaway.net.au](http://www.allaway.net.au)

29 January 2015

The Owners – Strata Plan 56151  
206-208 The Boulevard, Miranda  
C/- Netstrata

Quotation.

- 1) To clean the stencilled concrete driveway - \$770.00, including GST.
- 2) To clean and seal the stencilled concrete driveway with **one coat of clear sealant** containing a slip resistant additive - \$2,560.00, including GST.
- 3) To clean and seal the stencilled concrete driveway with **two coats of coloured sealant** containing a slip resistant additive - \$4,760.00, including GST.
- 4) To clean the front of each townhouse, being the gutters, eaves, facia, dividing walls and garage doors - \$660.00, including GST.
- 5) To remove the white calcium from the brickwork above each garage door using a light acid solution - \$1,100.00, including GST.

If you require any further information please do not hesitate to contact me.

  
Steve Boyd

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