

HEAD CONTRACT

12 WEEK BUILD

Concrete Pool Construction

350 INDUSTRY DESIGN AWARDS



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

Lic # 237620C ABN No. 78133909369

CONTRACTOR LICENCE

Swimming Pool Builder

Blue Haven Pools South Pty Ltd

68 Hume Hwy
LANSVALE NSW 2166

NSW
GOVERNMENT

NSW Fair Trading

NUMBER 237620C

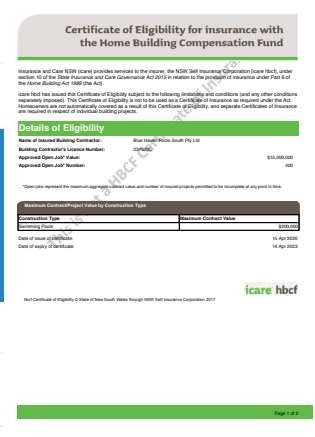
EXPIRES 28/06/2023

EVERYTHING YOU NEED TO KNOW



PROTECTION TO YOU

H.O.W. Certificate of Eligibility



FACT SHEETS



GET THE FACTS

F.A.Q Fact Sheets

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

IMPORTANT DOCUMENTS

Handover Guides Warranty Manuals



ADD ON'S / MODIFICATIONS

V.O. Binding Agreement

BLUHVN TAX INVOICE
CONTRACT VARIATION FORM

Customer Name: _____
Site Address: _____
Mobile: _____ Job No.: _____
Customer Email: _____

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

DESCRIPTION	AMOUNT	TOTAL
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____
13. _____	_____	_____
14. _____	_____	_____
15. _____	_____	_____
16. _____	_____	_____
17. _____	_____	_____
18. _____	_____	_____
19. _____	_____	_____
20. _____	_____	_____
TOTAL:	_____	_____

TOTAL AMOUNT INCREASE / DECREASE TO CONTRACT: \$ _____

EXTENSION OF THE TIME CLAIMED TO COMPLETE ABOVE WORK: _____

For Blue Haven Pools South Pty Ltd DATE: _____

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

Signed: _____ Date: _____

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

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

STATUTORY CHECKLIST FOR PEOPLE ENTERING BUILDING CONTRACT:



Fair Trading

HOME BUILDING ACT 1989

PLEASE TICK YES OR NO TO ANSWER THE QUESTION:

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

SIGNATURES:

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

SIGNED COPY OF THE CONTRACT:

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

HOME BUILDING COMPENSATION FUND:

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

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

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

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

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

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

ACKNOWLEDGMENT OF OWNERS

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

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

Initial: _____

Mandatory information for consumers

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

Protecting consumers under home building laws

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

What to consider before work starts

Licensing

Licensing requirements include:

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

Home Building Compensation Scheme

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



Approvals

To help your building project go smoothly:

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

Contracts and payments

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

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

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

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

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

Tel: 13 32 20
fairtrading.nsw.gov.au

Initial: _____

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

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

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

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

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

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

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

Common traps and tricks

Beware of:

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

not have the right kind of licence or HBC cover.

When things go wrong

Statutory warranties

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

Resolving a dispute with your builder or tradesperson

These steps can help you resolve a dispute:

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

Home building compensation disputes

For help resolving disputes with a HBC insurer or provider, visit the SIRA website sira.nsw.gov.au or call 13 10 50.

More information

Visit the Fair Trading website to:

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

Tel: 13 32 20

fairtrading.nsw.gov.au



AGREEMENT BETWEEN PARTIES



THIS CONTRACT DATED: _____

TO BUILD A CONCRETE POOL AT: (Site Address) _____

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

AND:

FULL NAME (S): (Customer) _____

POSTAL ADDRESS: _____

PHONE: _____ EMAIL: _____

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

Name: _____ Contact No.: _____

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

TOTAL IN WORDS: _____ \$: _____

HBCF INSURANCE: (included in price) \$ _____

The contract price may change under the following circumstances.

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

IT IS AGREED THAT:

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

BLUE HAVEN POOL REPRESENTATIVE:

Name: _____ Signature: _____

CUSTOMER:

Name: _____ Signature: _____

PAYMENT SCHEDULE



PAYMENT SCHEDULE FOR BUILDING WORKS:

- PAYMENT 1: \$ _____ Home owners warranty prior to excavation.
- PAYMENT 2: \$ _____ Due upon delivery of steel bars and excavation by Builder (or Customer on completion).
- PAYMENT 3: \$ _____ Due on day of steel fixing completion.
- PAYMENT 4: \$ _____ Due prior to laying tiles, equipment delivery & Interior.
Make payment when tiles arrive on site & ready to book finishing trades.
Shell finishes carried out once coping on site & pool fence erected.
- PAYMENT 5: \$ _____ Final payment due on day of Interior lining to book handover.
Final O.C. is Customer responsibility and does not delay final payment.

MAKING CONTRACT PAYMENTS:

Contract and variation payments are due on the day by 4pm. NO INVOICES ARE SENT.

You follow progress payments as per your written contract and any variations.

Do not commence construction if your finances are not in place and cleared funds.

- Credit card has 2% surcharge & 3% for AMX.
- Cash payments must be taken to HEAD OFFICE - 68 Hume Highway, Lansvale NSW 2166 between 8am and 4pm Monday to Friday.
- Account details : Blue Haven Pools - BSB 062 195 ACC 10218030.
- Job number as reference or SURNAME + SUBURB.
- On completion submit remittance.

TIME SCHEDULE:

- Customer to complete onboarding session prior to construction allocation.
www.bluehaven.com.au/onboarding
- Standard block excavations should commence with 4-6 weeks of all necessary building approvals being obtained or access becoming available.
- Mini dig, hand dig and vulnerable site conditions builds will commence to Builders discretion, usually within 12 weeks.
- Customer to have coping tiles on site within 14 days from time of concrete pour.
- Customer to have compliant pool fence erected within 14 days from time of concrete pour.
- From time of excavation the full process contracted should expect to take up to 12 weeks.

SCOPE OF WORKS



FENCING:

1200mm high compliant pool fencing is required before water goes in the pool and compliance is the sole responsibility of the Customer. Boundary fencing used as pool barrier must be 1800mm high and free of climb points. Glass fencing must have a glazing certificate from the installer due to O.C. requirements. Self closing gate must open away from pool area.

Fencing is provided by: Customer Builder Specify: _____

Temporary fence hire for duration of build: Customer Builder (up to 12 week hire period)

POOL:

POOL SIZE: _____ Shape: Formal Freeform

EXTRA AREA: _____

INTERNAL LEDGES: _____

POOL DEPTH: _____

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

BOND BEAM WIDTH: _____ Lay coping tiles by: Customer Builder

Supply coping by: Customer Builder

EXTENDED WALKWAYS / SURROUNDS: _____ Lay pavers by: Customer Builder

Supply pavers by: Customer Builder

RETAINING & FEATURE WALLS:

FEATURE WALL: N / A Length: _____ Height: _____

FEATURE WALL FINISH: Bare concrete / Raw.
 Render face of wall and tile top and sides by Builder. Back of wall, no finish.
 Stack stone or tile face of wall, tile top and sides by Builder.

NOTE: Labour only, mesh back tiles will not be laid.

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

PROVISION ONLY PLUMBING FOR WATERFALL: Yes No

STRIPLIGHT FOR BLADE: Yes No Size: _____

PUMP FOR BLADE: Yes or Run through single speed pool pump

SCOPE OF WORKS



SPA, WET EDGE & GLASS WINDOW:

SPA N / A Size: _____

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

Raised walls / weir / spillway must be tile finish. Customer Builder (Labour only, mesh back tiles not laid.)

SPA INCLUSIONS: Jet quantity: _____ Infloor blower Heating provisions only

Independent filtration Spa run through single speed pool pump

OR Specify: _____

AUTOMATED CONTROLLER: Not included Included. Specify: _____

SPA JETS: Spa jets fitted to wall / Qty: _____ Pump for jets Run through single speed pool pump

Twin Swim jets fitted to wall & powerful pump

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

FINISH TO TANK, WALL & FLOOR: Customer Builder Specify: _____
(Labour only, mesh back tiles not laid.)

WATER LEVELER: Customer Builder (Supply only.)

Automated top up does not include water feeder tap in quoted by licensed plumber.

GLASS WINDOW PANEL: Quantity: _____ Size: _____

TILE EXTERNAL WALL: Yes No Customer Builder (Labour only)

TILE GLASS PANEL TRIM INTERNAL: Yes No Customer Builder (Labour only)

POOL FILTRATION, SANITISATION, CLEANING, LIGHTING & HEATING:

SKIMMER BOX: Qty: _____ Returns: Qty: _____

FILTRATION INSTALL: On pre-fabricated 600x600 concrete tiles (Provided by Builder) OR On hard surface (Provided by owner)

HANDOVER PACK: Test Kit, suction sweep, telescopic handle, pool brush and leaf scoop.

POOL PUMP: 1 hp Qty: _____ Speed: Single Multi

1.5 hp Qty: _____ Speed: Single Multi

Eco Qty: _____ Speed: Multi

Other Specify: _____

POOL FILTER: Pre-filter Cartridge Sand Media Glass Media

Details: _____

WATER SANITISER: N / A Salt Mineral

Automated PH Doser

Automated Chlorine Doser

SCOPE OF WORKS



POOL FILTRATION, SANITISATION, CLEANING, LIGHTING & HEATING: CONT.

HEATING: Provision Only

Gas Natural / Bottled Size: _____ Indoor / Outdoor

NOTE: 175 - 250Mj gas heater = 25mm line direct from meter by licensed gas fitter at cost of Customer.
400mj gas = 40mm line direct from metre by licensed gas fitter at cost of Customer.

Solar Specify: _____

Heat Pump Specify: _____

Sized by manufacturer. Pool Blanket recommended.

CLEANING: Manual Suction Robotic

LIGHTING: Surface Mount Quantity: _____ Colour: White Blue Multi

Flush Mount Quantity: _____ Colour: White Blue Multi

POLY BUBBLE BLANKET: Yes No Roller Specify: _____

INTERIOR:

WATERLINE TILES: N / A Customer Builder (Labour only) NOTE: mesh back tiles will not be laid.

150mm 200mm Step Treads Ledge trims

PEBBLE: Customer Builder

Gold pebble with off white cement

Australian white with off white cement

Haven White 1.6mm pebble with pure white cement

Add a hint of glass beads to the pebble interior: Yes No

Royal blue Ice blue Clear/white Black Other

Add oxide to the pebble interior: Yes No

Mid blue Dark blue Green Black

NOTE: All pigment interiors require waterline tiles

and water chemistry logged weekly by Customer. Initial: _____

GLASS BEAD: 100% pure glass finish with polymer.

Clear bead Blue & clear light mix Blue & assorted dark mix

Add oxide to the glass bead interior: Yes No

Mid blue Dark blue Green Black

NOTE: All pigment interiors require waterline tiles

and water chemistry logged weekly by Customer. Initial: _____

FULLY TILED: Customer Builder (Labour only, mesh back tiles will not be laid.)

MATERIAL GUIDE



FEATURE WALLS:

- Large heavy stone is not recommended. It may come loose over time.
- Tiles should be on a dot system and not mesh. They may loosen on mesh over time.
- Stack stone should be light in colour as the darker colours tend to leech iron ore stains over time which drips down the wall and into the pool.
- Option to dress face of wall, top & sides. Back of wall render not feasible. Back of feature wall has protruding pipework to allow access to debris catchment chamber & rocktrap.
- Individual ceramic tiles will not be laid.

COPING:

Customer to provide the correct size material to suit this nominated coping width and will allow for a 50mm overhang which will provide the right aesthetics for your interior lining to come up the wall and finish underside.

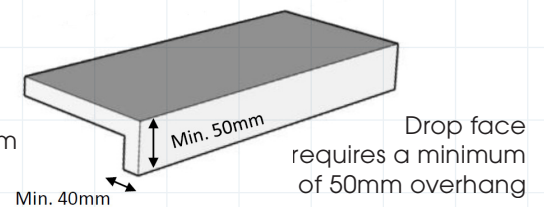
Pools that are out of ground will be left with bare concrete on the outside of the shell. This is called a riser.

If planning to tile or render an external riser, allow for tile overhang to suit when choosing your material inside overhang to and outside of pool shell. No external wall or coping riser finishes are included and are to be dressed according to your landscape plans.

- Risers can be tiled for \$110 per lin m.

NOTE: The following is a guide only, please consider any exterior dressing to out of ground pools if required.

- 200mm to suit 250mm bullnose
- 360mm to suit 400mm bullnose
- 560mm to suit 600mm bullnose
- 960mm to suit a 400mm bullnose and 600mm body paver
- 4 body pavers to dress skimmer box - 400mm x 400mm or 400mm x 600mm



WATERLINE TILES:

Customer to provide tiles on a dot system and not mesh backing. Mesh is known to loosen.

- Pigment blue interiors will require waterline tiles.
- Raised spas and other areas above the waterline will require tiling
- Glass window panel areas require tiled trim.
- Individual ceramic tiles will not be laid.

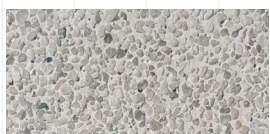
INTERIOR LINING:

Interiors are hand trowelled and lightly exposed. Some products come pre-mixed and some are custom mixed.

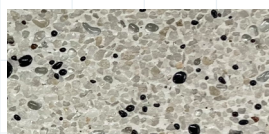
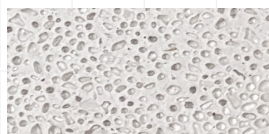
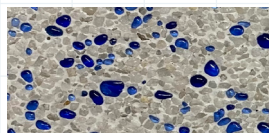
For coloured finishes the maintenance is higher & water chemistry must be kept perfectly logged.

Water colours shown on www.bluehaven.com.au

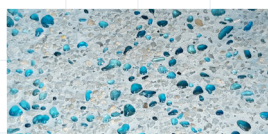
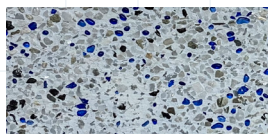
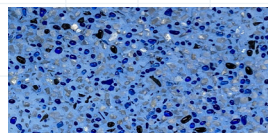
WHITE & GOLD PEBBLE



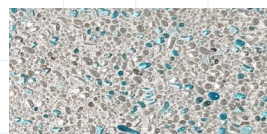
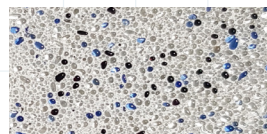
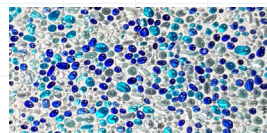
HAVEN WHITE / GLASS BEADS



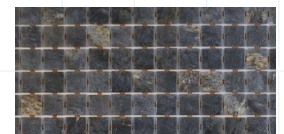
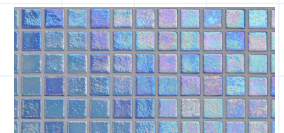
BLUE OXIDE / GLASS BEADS



100% GLASS BEADS



FULLY TILED



POOL EXCAVATION



EXCAVATION BY:

Customer OR Builder Machine OR Hand Specify: _____

Removal of trees, cubby houses, clothes lines, retaining walls, landscaping, fences ect. are not included.

Kerb and gutter damage is at owners risk. Bonds for Council are payable by owner.

UNDERGROUND SERVICE LINES:

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

If this happens do you give consent for us to contact an emergency plumber on your behalf? YES NO

MACHINE DETAILS: _____

Standard excavator is 5 tonne and requires minimum access of 2.1m wide x 2.3m high & 4m turning circle.

3 tonne excavator requires minimum access of 2.1m wide x 2.m high.

1.8 tonne excavator requires minimum access of 1.5m wide x 2m high.

Mini excavator requires minimum access of 1m wide x 1.5m high.

ACCESS:

Nominated unrestricted access point is: i.e. driveway. Specify: _____

VIA NEIGHBOURS PROPERTY: YES NO

VIA COUNCIL PROPERTY: YES NO

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

TRAFFIC CONTROL: YES NO

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

SOIL:

REMOVED BY: Customer OR Contractor (By authority.) Specify: _____

LOCATION ON SITE: Adjacent excavation Elsewhere on site (Bobcat payable.) Specify: _____

BOBCAT REQUIRED: NO YES Specify: Mini Bobcat OR STD Bobcat Other: _____

BOBCAT PAYABLE BY: Customer Builder

ROCK EXCAVATION:

Rock / Shale breaking services is calculated at \$250 per cubic metre, plus removal i.e. cartage & tipping.

Due to the equipment use , minimum charge of \$1800. Payable by Customer.

CAVE INS:

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

site conditions cave in restoration will charged from \$3300.

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

GROUNDWATER SEEPAGE:

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

OVERBURDEN EXCAVATION:

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

SOIL DENSITY:

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

NOT INCLUDED:

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

ACCESS & EXCAVATION WAIVER



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

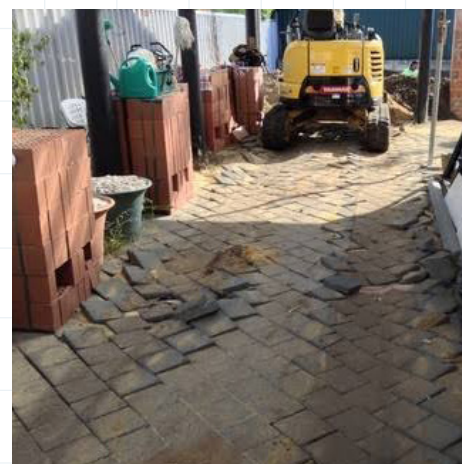
If Customer has nominated excavation, follow these guidelines;

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

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

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

Signed: _____ Dated: _____



WASTE MANAGEMENT REMOVAL



AUTHORISATION TO BOOK WASTE MANAGEMENT: Yes No N / A

WASTE MANAGEMENT CONTRACTOR REQUEST:

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

AUTHORISED / SIGNED BY CUSTOMER:

Full Name: _____ Date: _____

Signature: _____

LARGE

LONG HAUL - TRUCK AND DOG



SMALL

LONG HAUL - BOGIE



EXCLUSIONS



ITEMS WHICH MAY NOT BE INCLUDED IN THE CONTRACT PRICE:

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

COMMON EXCLUSIONS		Select <input checked="" type="checkbox"/>	Included	Excluded	Rate
1	Survey of the property to confirm property boundaries, existing structures, house and pool location.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$1550
2	Relocation, reinstatement or alteration of underground service lines such as power, water, gas, stormwater, sewerage or fencing dismantled to gain access.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	POA
3	Excavation of rock, shale or other obstructions not apparent at time of contract. Minimum charge \$1800 due to equipment used.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$250 cubic m / \$400 cubic m by hand or mini dig
4	Re-excavation due to collapsed works & restoration.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$550 to \$3300
5	Overburden levelling, spreading or removal of excavated material.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$100 cubic m
6	Formwork, backfilling and piling carried out below existing ground level.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	POA
	a) Sheet tin form - Tin shoring for sandy site remains in ground & unremoved. Includes tin, steel droppers, higher density concrete.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$250 per sq m
	b) Good ply finish	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$350 per sq m
	c) Steel pattern closer then 300mm centres	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$220 per sq m
7	Any work necessary to stabilise the site conditions encountered in excavating and/or necessary to allow construction to proceed or recommence. This includes or covers events and consequences such as excavation collapsing due to unstable soil and/or the consequences of weather conditions such as rain and storms, and the use of pumps/spear pumps for dewatering if required.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	
8	Cutting of existing pavers or concrete, or core drilling.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$250 per lineal m
9	Additional pipe work beyond 12m from point of origin.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$65 per lineal m
10	Backwash waste pipe in excess of 6m from filter & provision for for suitable sewer server gully.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$65 per lineal m
11	Electrical supply for or connection to pumps, lighting, heating or other equipment. This also includes the installation and supply of suitable conduits from the pool shell to domestic power supply/connection point. Earthing pool steel.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	POA
12	Gas line, meter upgrade & connections.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	POA
13	Enclosure of and soundproofing of filtration or other requirement.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	POA
14	Permanent pool fencing to be provided and erected by; <input type="checkbox"/> Builder <input type="checkbox"/> Customer.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	POA
15	Temporary fencing to prevent unauthorized access is to be provided and erected by; <input type="checkbox"/> Builder <input type="checkbox"/> Customer. If Builder, a period of 12 weeks has been allowed. Additional time will incur costs.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	POA
16	Local Government fees, deposits, securities or advertising fees, Insurance Water Board fees, Long Service Levy or other fees imposed by a person or body relevant to the work.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	POA
17	Tip and cartage fees for spoil.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	POA
18	Protection to driveway, grass or access point.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	POA
19	Silt barriers and/or any other erosion or pollution control measures required by site conditions and/or directions of relevant authority.	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	POA

EXCLUSIONS



COMMON EXCLUSIONS	Select <input checked="" type="checkbox"/>	Included	Excluded	Rate
20 Construction bin, concrete wash bin & slurry bin.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	POA
21 Engineer inspections or reports.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	From \$550
22 Traffic control.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
23 Rainwater tank & other basic requirements for pool over 40,000 litres.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
24 Tree protection measures, stump grinding and tree removal.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
25 Generator hire for unpowered site.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
26 Permanent base for filtration.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
27 Dewatering of excavation or pool shell during construction.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
28 Void protection cover.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
29 Relocating structures clear of 900mm non climb zone for safety fencing.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
30 Raising boundary fence 1.8m if being used as a barrier.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
31 Overflow plumbing, hydraulic engineering & drainage.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
32 Coping, tiling, paving, wall materials including glue & grout.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
33 Static line to push concrete 60m - 80m from road to pool.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$2000
• Charges for concrete push after 80 metres.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$200 per lineal m
34 Acid Sulphate requirements including soil treatments.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	POA
35 Mesh back tiles will not be laid. Individual ceramic tiles will not be laid		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
36 Landscaping.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
37 Coping tile cuts due to pattern, placement & size.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$5.50 per cut
38 Bobcat standard.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$1200 per day
39 Bobcat less than 2.1m height.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$2800 per day
40 Watering of concrete shell for first 5 days after pour.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	
41 Mass concrete for ledges & coping if pool is out of ground.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$350 per sqm
42 Piering				
• 300mm diameter 1.5m apart up to 1m depth.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$220 per l/m dug with standard excavator
• 450 diameter 2.2m apart up to 1m depth.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$250 per l/m dug with standard excavator
• More than 1m in depth / to include pier cylinders, steel and concrete.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$350 per l/m dug with standard excavator
• Screw piles / depth based on kpi/density to engineering requirements.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	POA
43 Second concrete pump for additional concrete walkways.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$2200
44 40mpa concrete as directed by Engineer.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$85 per cubic m
45 External render & tiling works for raised pool walls / risers.		<input type="checkbox"/>	<input checked="" type="checkbox"/>	\$85 per cubic m

CONDITIONS OF CONTRACT



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

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

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

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

03 TERMINATIONS BEFORE WORK ON SITE STARTED:

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

04 LOCAL GOVERNMENT COMPLIANCE:

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

05 CONTRACT INCLUSIONS:

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

06 CUSTOMERS INSTRUCTIONS:

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

07 HOW TO DELETE VALUE OF WORKS FROM CONTRACT:

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

08 VARIATIONS:

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

CONDITIONS OF CONTRACT



VARIATIONS: cont.

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

09 EXTENSION OF TIME:

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

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

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

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

11 INSURANCES:

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

12 TEMPORARY FENCING:

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

CONDITIONS OF CONTRACT



13 POWER & WATER:

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

14 WASTE MANAGEMENT FOR CONSTRUCTION DEBRIS:

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

15 UNDERGROUND, LATENT CONDITIONS & LOCAL GOVERNMENT COSTS:

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

16 ACCEPTABLE TOLERANCES:

The plan specifies the dimensions of the pool. The Builder must adhere to the dimensions specified within a reasonable tolerance. An automatic tolerance at the Builders discretion may be to vary the depth, length, width, height due to site conditions such as, but not limited to, underground services known or unknown at point of sale, existing structure, footing or dilapidation, weep hole placement, following an owner excavation, drainage, surveyor set out, tree roots, council conditions

Water level fluctuates and best kept to top of skimmer box

Acceptable depth will fluctuate above and below 200mm.

- a) Swimming pool steps render, formwork, tiling tolerances do not follow the Building Code of Australia, which is primarily relevant to House Construction.
- b) Vertical Tolerances for Internal and external vertical wall of pool structure within a tolerance of: +70mm to -70mm from top to bottom.
- c) Horizontal Tolerances - Top of pool structure within a tolerance of 70mm from side to side.
- d) Freeform steps and ledge tolerances - fluctuate in depth and width within 70mm.
 - (i) Ledges protrude approximately 400 to 600mm from wall. They are approximately 500mm deep.
 - (ii) Steps do not follow rules of building code and are designed to maximize swimming area and minimize protruding or excessive lengthening
- e) Jet & Skimmer height, distance and proximity vary in placement due to steel bar pattern and plumbing layout. Placement or alignment does not affect performance
- f) Floor Tolerances. Pool depth set in accordance with engineer radius.

17 QUALITY OF CONSTRUCTION / WARRANTY AND WORKMANSHIP:

The work under this contract will comply with the Small Swimming Pool Act 1992.

Structure and cosmetic warranty is provided as per the Home Building Act 1989 with the period commenced upon completion of the work at each relevant stage.

The Builder warrants only the workmanship performed in installing materials, equipment or accessories obtained from third parties.

The Builder reserves the right to not undertake installation of inferior standard materials or equipment and the cost of undertaking the installation of that work will be deducted from the price and the Customer will complete those works.

The Builder reserves the right to not undertake installation of tiles on mesh backing, heavy stone or thick tile for vertical wall application.

In the event of agreed rectification, the Builder must keep the Customer informed of the actions to be taken with all works, apart from those which affect immediate swimming usage of the pool, taking place outside the swimming season.

If the Builder has to empty the pool to carry out warranty rectification work, then the Builder must, upon refilling the pool with water supplied at the Customers expense, provide chemicals to re-treat the water to a standard suitable for swimming.

18 MATERIALS SUPPLIED BY CUSTOMER:

- a) In relation to the supply of material
 - (i) The Builder reserves the right to not undertake installation of inferior standard materials or equipment and the cost of undertaking the installation of that work will be deducted from the price and the Customer will complete those works.
 - (ii) The Builder reserves the right to not undertake installation of tiles on mesh backing, heavy stone or thick tile for vertical wall application.
- b) Glue, grout and tile material to be provided by the nominated party in the contract**
- c) Sealing and maintenance of the materials purchased by the Customer regardless of nominated party in the contract
- d) Deterioration to silicon & grout joints installed by the Builder must be maintained by the Customer at all times including the responsibility to re-apply grout and silicon in event of shrinkage, pin holes, discoloration.

CONDITIONS OF CONTRACT



MATERIALS SUPPLIED BY CUSTOMER: cont.

e) Chips, damages, cracks, colour or texture variance noticed on tiles prior to laying, during laying or after laying are not deemed as reason to remove and relay

f) Failure to provide enough coping tile material to suit freeform pool or special patterns will result in Builder laying the quantity provided and cutting at its own discretion to complete the works during the allocated time.

19 FAILURE OF MATERIALS OR EQUIPMENT SUPPLIED BY EITHER PARTY:

a) Failure of material installed is a warranty obligation of the manufacturer and not the installer or purchaser

b) The Customer is responsible to manage all service and warranty requests with the manufacturer.

20 LOSS OF WARRANTY BENEFITS:

The Customer loses the benefit of the warranties if:

a) Concrete surrounds pinned into existing pool structure or failure to install adequate expansion joints horizontal or vertically in surrounds

b) Weekly chemical reading not logged for first 6 weeks and monthly thereafter by a pool professional

c) Load bearing structures, excavations, or penetration on top or within zone of influence of existing pool structure or surrounding pipework

d) Failure to hose filter cartridge element & empty skimmer basket weekly or sooner as needed

e) Failure to maintain water level 50mm below underside of coping

f) Stagnant water, rubble, metal, leaf tannin and debris collected in shell to be removed during construction

g) Inappropriate external drainage results in water pooling around structure

h) External water pressure during the filling of pool results in hydrostatic valve release

i) Inadequate hydraulic water management & lack of drainage resulting in surface water running directly into pool

j) Pool lights are connected direct to power without correct usage of transformer

k) Failure to earth the pool

l) Commissioning own pool equipment prior to handover by Builder

m) Failure to cover the equipment with compliant enclosure

n) In event of laying own coping, the standard is not of industry practice with reference to glues, expansion act; resulting in coping lifting and interior hairline damages

o) Timber, stack stone, external hosed debris leaching onto or into pool resulting in surface staining of pool finishes

p) Faulty service line, inadequately sized gas or power, insufficient ventilation resulting in poor equipment/ heater performance and failure

q) Turning off hose during the initial pool filling resulting in watermark.

21 INTERIOR STAINING, BROWN SPOT AND CALCIUM DEPOSITS:

a) It is the Customers obligation to inspect the pool shell at time of handover and earmark any surface staining. If no staining is reported it is assumed there is none present and the surface will remain under the responsibility of the Customer.

b) The Customer loses the benefit of the warranties if:

(I) Staining is caused by a failure to correctly maintain the pool, including maintains the correct chemical balance

(II) Or water used to fill the pool from hose or tanker causes staining.

(iii) Failure to diligently remove stagnant water, rainwater, rubble, metal, leaf tannins, rubble, vegetation and external matter or runoff during the construction period prior to handover.

(iv) After Handover, failure to scrub pool walls with regular brushing to prevent calcium build up or diligence to follow material manufacturers care recommendations.

22 DISPUTE RESOLUTION:

If any dispute or difference arises under or in connection with the contract between the Customer and the Builder then either party may give the other written notice of the dispute or difference.

Within 28 days after the giving of a notice of dispute the parties must meet at least once to attempt to resolve the dispute or difference or agree on methods of resolving the dispute or difference by other means such as mediation.

Pursuant to this contract, if there is a dispute as to the work of the Builder then the Builder is to be given, without compromise, a guaranteed right to address the work aspects in issue. If the builder does not agree that the work aspects identified by the Customer are justified, then the parties agree to seek a determination of an independent building person. This independent person will be authorised to order work and make orders in relation to the works.

Warranty claims must be made via online portal.

www.bluehaven.com.au/warranty

GENERAL CONSTRUCTION WORK FLOW SUBJECT TO CONTRACT INCLUSIONS



BLUE HAVEN TASK:



1A	CONTRACTED EXCAVATION - Blue Metal, Pier Cylinders & Steel delivery or markout for owner excavation.
1B	STEEL & PLUMBING - Plumbing lines and light conduit is laid. Local government inspections for steel & piercing.
1C	CONCRETING - Builders rubble will only be disposed of in a construction waste bin provided by owner
2A	WATER FEATURE - Any water features will be sculpted before coping materials are laid. (FACT SHEET 9 *)
2B	TILING, EDGING & PAVING - Tiling, edging, paving or waterfall blade installation.
3A	PLUMBING LINES - Plumbing lines completed to equipment room or area of desired location.
3B	EQUIPMENT INSTALLATION - Equipment delivered and installed. (FACT SHEET 13 *)
5A	PERMANENT FENCING & EQUIPMENT ENCLOSURE - Contact Rep if you require a quote for fence installation.
5B	FENCE INSPECTION - Fence inspection booked with certifier or council.
6A	POOL CLEAN & SEALING - Sealing of wet concrete weepers and all pipes waterproofed.
6B	INTERIOR LINING - Interior lining, acid cleaning of surface and fitting of internal dress fittings.
7	POOL FILLING - Pool is filled. (Note: Water is green and will be clear when filtration running) PAYMENT 5 IS DUE.
8	HANDOVER - Rep to demonstrate the pool equipment and assist in any questions. (FACT SHEET 15 & 21 *)
8B	SITE CLEAN UP - Blue Haven to clear area around pool.
13	SALT / MINERALS - Up to 6 weeks after handover delivery of salt / minerals & PH Doser Calibration.

CLIENT OBLIGATION:

1A	TEMPORARY FENCING - Temp Fence installation. DIY owner excavation or access via neighbour. WAIVER NOW DUE. WAIVER FORM NOW DUE. Skip Bin (2 cubic metre). TIPPING FEE IS NOW DUE. (CASH ONLY FOR SOIL REMOVAL.)
1B	Pool height, shape, location, filtration position signed off by both parties. PAYMENTS 2 & 3 DUE.
1C	Water concrete shell for the 5 days. 10 mins AM & 10 mins PM.
2A	Delivery of tiles, paving & waterfall blade, ask your Blue Haven Rep for Specs / assist. (FACT SHEET 17 *)
2B	Prior to the laying of tiles, PAYMENT 4 IS NOW DUE.
3A	Filtration location to be advised. (Additional \$ for pipes over 12m from pool) (FACT SHEET 13 *)
3B	Slab (or hard base) needs to be completed. Post to mount chlorinator.
4A	Power and lights installed and pool to be earthed by a licenced electrician. Please contact your Rep if you require assistance with Power installation. (FACT SHEET 16 *)
4B	If you have a gas heater, gas line installation is required by a licenced gas fitter. Please contact your Rep if you require assistance with Gas installation. (FACT SHEET 16 *)
5A	Compliant fence to be installed before interior work done. (FACT SHEET 12 *)
5B	Resuscitation chart to be erected on fence or filtration enclosure now due. (FACT SHEET 13 *)
6A	Pool to be dewatered and clear of all building debris. (FACT SHEET 19 *)
6B	Lights, and hydro bowl to be provided on site. Please hand to applicator.
8	We require 1 hour of your time for your instruction on pool ownership.
8B	We require a skip bin for clean-up. From start of job or before handover.
9	Ensure fence & filtration enclosure are compliant. (FACT SHEET 12 *) Relocate any items or structures to clear of the 900mm no climb zone. (FACT SHEET 12 *)
10	Now is the time to organise your pool landscaping. (FACT SHEET 20 *)
11	FINAL OCCUPATION CERTIFICATE - Local government final inspection.
12	LANDSCAPING - Blue Haven have packages available to assist you. Ask your Rep for more information.
13	Salt or mineral order and delivery. (Note: do not put into the pool water until instructed) * https://www.bluehaven.com.au/guides-insights/fact-sheets/

GENERAL CONSTRUCTION WORK FLOW SUBJECT TO CONTRACT INCLUSIONS



MORE INFORMATION:

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

1A	<p>A compliant fence required to protect the excavation void and will need to remain in place to fill the pool with water at end of the build.</p> <p>During the entire project we require clear access in and around the pool, in order to complete the project. Fair access must be provided for our material and machinery; this may be through your garage or up your driveway or via a neighbouring property. Our tradesmen will be on site early so please arrange to move your vehicles in advance of our arrival. Difficulty in access will require additional labour to get machinery and materials on site and could incur an additional charge.</p> <p>Should you have pets please arrange to have them tied up or kennelled away from the work site and any droppings removed prior as we will have various items such as tarps and hoses running across the area.</p> <p>Every attempt will be made to keep the site and surrounds clean and free of rubbish, however it is a building site and some temporary markings will occur, and it must be understood that we will be working with cement etc, so we require a position on site to clean our equipment as the setting time of the material means this cannot be done off site.</p>
1B	<p>Local government inspections required for steel & piercing. If you are the owner applicant, this is your responsibility. Note: some Certifiers require an Engineer Certificate. It is advised to check conditions of approval. Filtration final position to be confirmed as lines are run at this stage to final location.</p>
1C	<p>Concrete wash out is common to empty the hopper. Blobs are spread out as smaller rubble to handle when dry & disposed of in a suitable construction bin provided by owner.</p>
2A	<p>You are to provide correct size material to suit nominated coping width, allow for 50mm overhang into pool. Oversize material will not be cut on site. Tiles must be on dot backing, not mesh. Tiles, glue & grout to be supplied by customer.</p>
2B	<p>Sand & cement used to fill in pavers. Special coloured grouts to be supplied by client if desired. The coping and waterline tiles must be finished and grouted with any expansion joints filled and all items cleaned off. External surrounds laid by 3rd party must comply with adequate expansion joint and not butt up to pool structure.</p>
3B	<p>Electrician to earth the pool, install black light cable and any extensions if required, provide outdoor double power point 12 amp, occasional 3 phase power requirements for large heat pump or pool pumps. The filtration will need to be in place and operational. We do provide precast slabs for the equipment to sit on however most Customers choose to provide a slab area for the filtration to on as part of their overall landscaping vision. You should allow 1100mm x 1100mm which is adequate for standard gear consisting of the filter, sanitiser and up to 2 pumps. Order your permanent enclosure after equipment installation to ensure the right size.</p>
4A	<p>Pool to be earthed by your electrician. An outdoor waterproof power point to be supplied (12 amp double). Electrician to pull through black cable to connect the transformer. Lights and transformer to be on site.</p>
5A	<p>A compliant fence required to fill the pool with water. Pool filtration to be enclosed as per local government specs. Boundary fences to be raised to 1.8m if using as a pool safety barrier and items to be cleared of the 900mm non climb zone.</p>



Security of Payment Guide

Understanding progress payments in the building and construction industry

The Security of Payment laws

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

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

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

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

What do the Security of Payment laws apply to?

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

What are owner occupier construction contracts?

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

What’s not covered under Security of Payment laws?

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

What is a progress payment?

A progress payment includes:

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

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

How is a progress payment amount determined?

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

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

When is a progress payment due for payment?

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

Due date for payment

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

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

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

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

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

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

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

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

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

Procedure for recovering progress payments

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

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

Replying to a payment claim: payment schedules

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

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

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

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

A payment schedule must identify:

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

Important facts

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

What if a progress payment is not paid?

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

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

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

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

Adjudication

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

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

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

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

Fair Trading Security of Payment Guide fact sheet | July 2021

Key points: Adjudication

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

Trust account requirements

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

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

What is retention money?

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

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

Establishing a trust account

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

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

Withdrawals from a trust account

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

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

Record keeping

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

More information

Visit fairtrading.nsw.gov and search for "security of payment" or email securityofpayment@customerservice.nsw.gov.au

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

Definitions: key terms

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

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

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

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

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

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CONGRATULATIONS YOU'RE AWESOME!

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

Remonda and Richie

