

## **MADE Stress Free TERMS AND CONDITIONS V1**

The information included in this promotion is correct at time of publication (19/11/2020.) This offer is available to New South Wales residential build projects deposits taken by Elderton Homes Pty Ltd to a maximum construction value of \$500,000 from 19/11/2020 until 19/11/2021. This offer is not available in any other state or territory. All values are inclusive of GST unless otherwise stated.

References in this document to "our", "we", "the builder", "builder" or "us" refers to Elderton Homes Pty Ltd (ABN: 33 138 413 902). References to "you", "your", "the client" and "the owner" refers to the owners named in the HIA building contract.

The following documents are listed in order of precedence if there is any ambiguity, conflict, discrepancy or inconsistency between those documents or between different parts of any of those documents:

1. The HIA contract between us and you;
2. These Terms and Conditions;
3. The disclaimer on our website (<https://eldertonhomes.com.au/disclaimer/>); and
4. Any marketing or other materials that form part of the promotion.

Elderton Homes reserves the right to alter any specifications of the Elderton MADE Stress Free Promotion due to continuing product development and/or availability. Purchasers are advised to discuss inclusions with their New Home Consultant.

Elderton Homes reserves the right to withdraw or amend this promotion before 19/11/2021 by written notice on our website, subject to any agreement that we have reached with you. We will endeavour to publish accurate and up to date information regarding this promotion on our website. We recommend that you visit our website and contact us to confirm that the information is up to date before relying on it. We may at any time prior to entering into an agreement with you increase prices or fees, amend our products or suppliers, and correct any incorrect or erroneous part of our information. It is the client's responsibility to contact Elderton Homes to receive the up to date information. This offer is not redeemable for cash or discount. Individual items will not be credited. Limited stock is available. The '\$5,000 until slab down' promotion only applies to registered blocks that are constructed in a new (excluding knockdown rebuild and unregistered land.) homes that are built in a new Greenfield Estate.

Photographs, artist impressions and other images displayed in conjunction are for illustrative purposes only and may show fixtures, fittings or finishes which are not supplied by Elderton Homes Pty Ltd or which are only available in some Elderton Homes designs. This may include landscaping and outdoor items, floor coverings, furniture, kitchen, bathroom, light fittings and decorative items. Please consult with your New Home Consultant to confirm fixtures and fittings for your new home.

Elderton Homes ABN: 33138413902. Builders Licence 218678C.

## **MADE Stress Free**

### **100% Fixed Price Site Cost Guarantee**

You are eligible to apply for our fixed price guarantee even if your land is unregistered. Once registration occurs, and we are able to carry out our appropriate diligence, we will give you a 100% fixed price site cost guarantee.

Note: it will be the Client's responsibility to obtain a Certificate detailing the classification of any material that has been placed on site during the development of the subdivision or demolition of the home. All material should be classified as Virgin Excavated Natural Material (VENM) or Excavated Natural Material (ENM) and free of contamination to be covered under 100% Fixed Price Site Cost Guarantee.

The 100% fixed price site cost guarantee is for the period from site start to practical completion and covers any of the following unexpected costs:

- If export or importation of spoil is needed – we pay!
- If piling is needed – we pay!
- If rock excavation is needed – we pay!
- Costs associated with unforeseen ground conditions including when groundwater is found – we pay!
- Costs associated with saline soils – we pay!
- Double handling of materials due to difficult site conditions – we pay!
- Additional drop edge beams – we pay!
- Costs associated with protection of or rectification work to the existing footpath, kerb and gutter, or adjacent properties, including underpinning – we pay!
- Removal of rubbish from the site – we pay!
- Costs associated with road bores or service extensions – we pay!
- Costs associated with utility requirements such as boundary traps, reflux valves, etc. – we pay!

Note: works to be carried out by the owner are excluded as noted in the tender.

### **Build Timeframe Guarantee**

If we do not reach practical completion within the time provided in your HIA contract (subject to any extension of time to the date of practical completion that we are entitled to, as set out in clause 19 of the HIA contract) we will give you \$550 per week compensation, prorated to the day practical completion is reached. The \$550 per week will be deducted from your final account.

### **Lifetime Structural Guarantee**

Elderton Homes is committed to building quality affordable homes, and we strive for a stress-free building process. This has resulted in the commitment to a lifetime structural guarantee to you, the owner named within the building contract, and is non-transferable to subsequent owners of the home. This structural guarantee is in addition to any statutory warranty requirement in New South Wales and is subject to the conditions below.

This structural guarantee applies to all new home building contracts executed after 1st November 2020. This demonstrates our commitment to giving you peace of mind, knowing that you have Made. The right move.

This structural guarantee will cover your home for structural defects, the foundation systems, concrete or strip footings, load-bearing brickwork and other structural members/components of the timber wall frames and the roof framing explicitly.

This Lifetime Structural Guarantee is subject to the terms below and is non-transferable to any subsequent owners of the home.

### The Owner's Responsibilities

The documents provided as part of your the HIA contract between us and you, handover pack and/or in combination with the applicable documents referred to below. Failure to do so will void this structural guarantee.

You, the owner mentioned in the contract, are required to maintain the home in accordance with:

- Foundation Maintenance and Footing Performance: A Homeowner's Guide Information Sheet by the CSIRO.
- Complete and maintain termite inspections and termite control in accordance with the National Construction Code (NCC) and Australian Standards.
- Once you take possession of your home, it is your responsibility to ensure that your home is inspected and treated in accordance with the requirements of the NCC and Manufacturer's instructions. Your termite protection may become void if you do not have a licensed inspector attend your home at the nominated intervals following practical completion. This warranty will not cover any defect or damage caused by termites occurring in structural components of the home. Please refer to the termite document given to you at practical completion for more information.
- To have qualified tradespeople, complete maintenance should something change that may affect the structural integrity of the home as a result of weather, storm, fire, rain, flood, and earthquake.
- To have qualified tradespeople clean and inspect drains, pipes, pits, plumbing works and electrical wiring.
- Seek advice and confirm compliance from an independent qualified person when designing and installing landscaping, so tree roots or plant growth, tree species, inappropriate planting of garden beds and poor surface drainage of the land do not impact on the structural integrity of the home.

### Exclusions

This guarantee excludes the following items or circumstances:

- Any damage or loss arising from non-compliance with your responsibilities outlined in this document.
- Any structural changes, modifications, extensions, renovations or additions including significant landscaping or pools undertaken to the home or on the lot after practical completion will void this structural guarantee.
- Structural inside and outside your home, and on your land including, pipes, drains, pits, plumbing works, electrical wiring and appliances would not be covered by this structural guarantee.
- Any damage or failure caused by natural events or forces, including weather, storm, fire, rain, flood, earthquake, wind and any termite damage is not covered under this warranty. These events or forces can cause damage to roofs, windows, and other parts of the house; this includes adjoining/neighbouring properties with trees and surface water runoff. You should purchase and maintain current building insurance for your home. In the event of such, you should contact your insurance company so that repairs and any rectification can be assessed and relevant claims made.
- Any changes to site conditions that are experienced post-settlement that is outside of our control resulting in defects and damage to the slab or footing systems due to abnormal conditions (other than seasonal changes) such as the effect of tree roots or plant growth, tree species, inappropriate planting of garden beds, poorly designed landscaping affecting any structural part of the house, insufficient surface drainage of the land and/or leaking plumbing in or about the house will not be covered under warranty. For information about how to prevent

that type of defect or damage, you can refer to the Foundation Maintenance and Footing Performance: A Homeowner's Guide Information Sheet by the CSIRO.

- Any works such as excavations that affect the foundations and/or repairs by unqualified or unauthorised personnel. Alternatively, failure to follow site maintenance including, but not limited to, establishing appropriate landscaping, drainage, general maintenance and the ongoing maintenance of the termite prevention treatment and drainage of your home and land.
- It may take months for your new home to settle into its new environment depending on the prevailing climate conditions; shrinking due to movement may be evident in minor cracking. For this reason, minor or hairline cracks to the inflexible junctions of walls, ceilings and cornices and surface cracks in concrete surfaces are not covered by this warranty agreement.
- Any items deemed not to be a defect as per The NSW Guide to Standards and Tolerances 2017 relevant at the time of the practical completion.
- This guarantee does not cover non-structural items, without limiting the range of matters excluded under this structural warranty. This includes any marks or scratches on or defect in any kitchen and bathroom joinery, basins, baths, showers, bench-tops, floor coverings, wall tiles, fittings, furniture, drapes, curtains, blinds, televisions, computer and electric devices, switches, machines, appliances, painted and finished surfaces, goods are specifically not covered under this warranty.

#### Limitations

Should there be a need, we will rectify at our cost the structural failure of any of the following:

- Concrete slab and/or strip footing or other foundation systems pursuant to the National Construction Code and all relevant Australian Standards defined as 'Damage Category 3' or higher AS 2870 for a structural failure to exist.
- The resultant damage to brickwork where structural foundation failure is defined in accordance with the Australian Standards and according to the National Construction Code.
- Structural members in wall or roof framing where structural failure is defined in accordance with the Australian Standards and according to the National Construction Code.
- Some of our goods and materials come with guarantees and warranties that cannot be excluded by law. We do not intend to limit or exclude those guarantees and warranties and will comply with them to the extent that we are required to by law.

Who can make a claim under the structural guarantee?

Only the owners named in the building contract for the home constructed by us where the owners are still in legal ownership of the home.

Where the owner named in the building contract is a company, the guarantee period is 25 years from the issue of the certificate of occupancy. The Lifetime Structural Guarantee is non-transferable or assignable.

Where a copy of this Lifetime Structural Guarantee is annexure to the building contract.

What is the first step to make a claim?

The first step in claiming under this guarantee is you are required to provide a written detailed account outlining your claim, and it is to be sent to us via post or email at [enquiries@eldertonhomes.com.au](mailto:enquiries@eldertonhomes.com.au).

Elderton Homes

PO BOX 7390

Baulkham Hills BC NSW 2153

What happens when the builder receives your claim?

After receipt of your claim, we will review your written detailed account and contact you to arrange an inspection of your property to ascertain if there is a structural failure that meets the conditions and requirements of this guarantee.

Following the completion of this inspection, you will receive in writing an outlined outcome of the assessment and should the structural failure meet the requirements of this guarantee; we will consult with you to commence the rectification works within a reasonable period of time at our expense.

Where it is determined by the Builder that your written detailed account is not a structural defect or that the items in your account do not meet the requirements of this guarantee or is a result of one of the exclusions of this guarantee or the item is not covered under this guarantee you 'the owner' will bear any rectification costs.

For more information regarding our structural guarantee, please contact us on 02 8859 2100 or by email on [enquiries@eldertonhomes.com.au](mailto:enquiries@eldertonhomes.com.au)

### **Extended Six Month Defects Liability Period**

It is usual for newly completed homes to have minor defects arise. These are due to building movement, normal wear and tear, settlement or lack of maintenance.

The defects liability period is a fixed period of time during which the builder has a contractual obligation to return to the site to rectify defects and/or reinstate any items that may have become evident due to building movement or settling and in reference to The New South Wales Guide to Standards and Tolerances 2017 relevant at the time of the practical completion inspection.

While it is a contractual requirement for the Builder to provide cover for three months, we have committed to offering our clients an option to double this warranty period to six months.

This offer is to be selected when you reach practical completion where you can choose to have your maintenance inspection carried out at either 13 weeks (3 months) OR 26 weeks (6 months) from practical completion. Note, we do not inspect your home at both of these intervals, only the one you choose.

### **Refund Guarantee**

If, prior to accepting your tender from Elderton Homes, you find a builder who provides written confirmation that it will satisfy all the elements of Elderton Homes' Made Stress Free and if you decide to accept that offer in lieu of proceeding with your Elderton Home we will refund your tender request fee. Full details of the competitor's guarantee, including a copy of their promotional material as well as a formal building tender, will need to be provided to Elderton Homes in order to receive the refund. The marketing material must outline terms that are identical or better in order to receive the refund. The formal building tender must be clearly dated and contain a signature from a senior member of the competing builder's staff.

### **100% on Time Call Back Guarantee**

Any phone calls to your Client Relations Officer that are made before 12 pm (AEDT) will be returned that same business day. Any calls after that time will be returned by 12 pm (AEDT) the following business day. This excludes public holidays, and the Elderton Homes Christmas shut down period. If we do not get back to you within this timeframe, we will donate \$100 in your name, not Elderton Homes, to a charity of your choice from 20 supported charities (listed below). Same day return calls will only be made to messages which include your name, your return telephone number, your job number and site address. The charity will be paid via EFT payment within seven (7) working days of the complaint being approved as legitimate.

#### Supported Charities:

- Cure for Brain Cancer Foundation
- Ronald McDonald House
- Black Dog Institute
- R U OK?
- The Children's Hospital at Westmead
- Sanctuary Women's shelter
- Humpty Dumpty Foundation
- Make A Wish Foundation
- Bear Cottage
- Beyond Blue
- Jeans for Genes Foundation,
- Red Nose Day (SIDS Foundation)
- World's Greatest Shave
- Can Too
- MS Sydney to the Gong Ride
- Parkinson's NSW
- Bravehearts
- Transplant Australia
- Heart Kids
- Juvenile Diabetes Research.

#### **24 Month Tender Price Lock**

The base tender price of your home will be held firm and will not increase for a period of 24 months from the date of the payment of the initial Tender Request Fee, provided the following are completed within the terms of this price lock:

- Tender is accepted within sixty (60) days of the receipt of initial Tender Request Fee.
- Contract is accepted within sixty (60) days of the tender acceptance date.
- Consolidated documents stage is reached with reference to and application of clauses 4 and 12 of your HIA Contract.

#### **Allocated Construction Start Date**

To ensure all of our homes receive the attention they deserve Elderton Homes ensure that every home has an allocated start date. Using a computer-aided workflow in pre-construction, this will provide allocations of start dates, so we do not exceed our build capacity.

This process relies on and is influenced by factors outside of Elderton Homes' control such as actions to be completed by the client, developer, council and other parties, regulators and authorities. Delays in these actions may affect timeframes. The actions outside Elderton Homes' control also include land registration, tender and contract signing, Developer approval, Council approval and other statutory approvals.

#### **Independent Quality Assurance Inspections**

In addition to our internal quality assurance audits, Elderton Homes ensure mandatory inspections by the certifier and structural engineer are completed. Our commitment to quality does not end there - each home is also independently inspected by an industry-leading Property Inspections company at nominated milestones during the construction of your home.

**Pay Just \$5,000 until Slab Down.**

If you have a registered Greenfield block, pay just \$5,000 towards your new home deposit (\$1,000 payable for tender preparation, \$4,000 payable at tender acceptance), with the balance of the 5% payable on the completion of your slab. This offer excludes knock-down rebuilds and unregistered land.