

# Home Starter by Elderton Homes

## TERMS AND CONDITIONS V3 20200625

The information included in this promotion is correct as at 1/7/2020. This offer is available to New South Wales residential build projects for which deposits are taken by Elderton Homes Pty Ltd for the selected Home Starter Range from 1/7/2020 until 31/12/2020. This offer is not available in any other states or territories of Australia. All values are inclusive of GST unless otherwise stated.

To the extent that there is any inconsistency between the terms and conditions of this document and the terms of your HIA contract with Elderton Homes, the terms of the HIA Contract will prevail.

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

We may from time to time amend or withdraw this offer without notice or obligation. We may at any time increase prices or fees, amend our products or suppliers and correct any incorrect or erroneous part of our information. The client must contact Elderton Homes to receive the up to date information.

Elderton Homes has restriction and set criteria relating to changes and process for the Home Starter Range. Selections are to be nominated from the four preselected ranges and cannot be mixed or substituted. You will be asked to nominate one for the internal and one for the external. In addition, you will be requested to acknowledge that you have been explained these and understand. Purchasers are advised to discuss with the New Home Consultant the inclusions and make themselves aware of the fixed floor plans and façades understanding the limitation of this product and will acknowledge that no changes can be made to the home, inclusions or selections in this range.

Photographs, artist impressions and other images displayed in conjunction with this offer 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 which have been shown as examples only. Please consult with your New Home Consultant to confirm fixtures and fittings for your new home.

Elderton Homes Pty Ltd ABN: 33138413902. Builders Licence: 218678C.

### **Summary of Upgrades:**

- **MADE Stress Free**
  - 100% Fixed Price Site Cost Guarantee
  - Build Timeframe Guarantee
  - Lifetime Structural Guarantee and Extended Defects Liability Period
  - Refund Guarantee
  - 100% On Time Call Back Guarantee
  - 24 Month Tender Price Lock
  - Allocated Construction Start Date
  - Independent Quality Assurance Inspections
  - Pay Just \$5,000 until Slab Down

- **External PACK \$10,990**
  - Three fresh new facades added as standard options for your home's facade
  - Upgrade acrylic bag and paint to feature facade areas (As per brochure illustration)
  - Upgrade to Timber T2 Treated Frame and Trusses
  - Garage door opener
  - Flyscreens to opening windows
  - Coloured concrete driveway
  - Tiles to the porch
  - Upgrade to Colorbond® corrugated roof sheeting  
Or
  - Upgrade to shingle flat profile roof tiles
- **Internal PACK \$15,990**
  - Security alarm system
  - Floor coverings (Small tile Entry and Kitchen)
  - Ducted air conditioning.
- **Starter Luxury PACK \$7990**
  - Kitchen Upgrades**
    - Upgrade to soft close hinges and drawer dampers
    - Upgrade to 20mm stone benchtops
    - Upgrade to Technika 900 cooktop and Canopy range
    - Dishwasher
  - Bathroom Upgrades**
    - Upgrade to freestanding bath
  - Internal Upgrades**
    - Light fittings
    - Upgraded to three coat paint system
    - Upgraded to white melamine shelving throughout
    - Upgraded to lever internal door furniture
    - Upgrade internal architraves

Full details below for all packs, as applicable.

## **MADE Stress Free**

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

You will have access to our guarantee even if your land is unregistered. Once registration occurs, and we are able to carry out our appropriate diligence we will be able to give you a 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: 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.

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 (with reference to and application of 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 1<sup>st</sup> August 2019. This demonstrates our commitment to giving you peace of mind, knowing that you have Made. The right move.

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 owner" refers to the owners named in the building contract.

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, but does exclude the following defects, namely:

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 building contract, 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 or 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 failure caused by neglect, misuse, wear and tear, or accident and/or failure on your part to properly maintain your home will not be covered under this Structural Guarantee. This includes the failure to properly maintain the fittings or fixtures 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 the 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 material come with guarantees that cannot be excluded under the Australian Consumer Law. With this being said, it is acknowledged that you are entitled to a replacement or refund for a major failure and where we are responsible and able to complete a repair, we will repair the goods. Where it is not able to be repaired, we will replace the goods to the extent necessary to rectify the structural failure.

### ***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 annexured 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 the 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 must 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 7 working days of the complaint being approved as legitimate.

#### **Supported Charities:**

- Cure for Brain Cancer Foundation
- Black Dog Institute
- The Children's Hospital at Westmead
- Humpty Dumpty Foundation
- Bear Cottage
- Jeans for Genes Foundation,
- World's Greatest Shave
- MS Sydney to the Gong Ride
- Bravehearts
- Heart Kids
- Ronald McDonald House
- R U OK?
- Sanctuary Women's shelter
- Make A Wish Foundation
- Beyond Blue
- Red Nose Day (SIDS Foundation)
- Can Too
- Parkinson's NSW
- Transplant Australia
- 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 each and 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 ensures 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 only \$5,000 towards your new home deposit (\$1,000 payable for tender preparation and \$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.

## **External PACK**

### **Three Fresh New Facades as Standard**

- Three fresh new facades to select from including the Evoke, Inspire and Aura now included in the base price.

Note: the included facades may not be available in all locations and may need to be upgraded further to alternative façades to comply with specific locations, council planning controls and/or estate guidelines. A further upgrade will incur additional costs.

### **Upgrade Acrylic Bag and Paint to Feature Facade Areas (As per brochure illustration)**

- The feature acrylic bag and paint is to the locations shown in the brochure illustration and Selected from Builder's Preselected Range.

### **Upgrade to Timber T2 Treated Frame and Trusses**

- Provide an H2 termite treated, prefabricated timber wall framing and roof truss system.
  - Single storey: Timber T2 seasoned, dressed, machine-graded, plantation pine prefabricated wall framing and roof truss system.
  - Double storey floor joists: Timber Dindas H2 termite, treated engineered floor joists system.

The result is a full timber frame, truss and floor system that has been specially treated to be termite resistant.

Note: this item is provided in addition to the standard termite treatment to slab penetrations and perimeter system.

### **Garage Door Opener**

B&D CSI Classic Pro Series Colorbond® Panel lift door in woodgrain textured finish, Selected from Builder's Preselected Range, with CSI Classic Motor (Soft start and soft stop, Courtesy light Including 2 remote controls and 1 wall button).



### **Flyscreens**

Provide powder coated fibreglass insert flyscreens to operable windows in colour from Builder's Preselected Range.

### **Driveway**

- Provide Plain coloured concrete driveway and footpath to Front Porch Selected from Builder's Preselected Range.

Up to 30m<sup>2</sup> for a single garage and up to 50m<sup>2</sup> for a Double Garage.

- No allowance for grated drain based on drive falling away from home.
- No allowance for stencil patterns or borders.
- No allowance for layback extension or replacement to suit proposed drive location.

### **Tiles to the Porch**

- Provide External floor tiles from Builder's Preselected Range to porch area only.

### **Upgrade to Colorbond® Corrugated Roof Sheeting (Single and Double Storey Homes)**

- Colorbond® steel roof complete with a 60mm foil backed insulated blanket in lieu of sarking. Selected from Builder's Preselected Range.

**Or**

### **Upgrade to Shingle Flat Profile Roof Tiles**

- Bristle Classic shingle flat profile roof tiles Selected from Builder's Preselected Range.

## **Internal PACK**

### **Security Alarm System**

- Provide Hills Reliance 8 Alarm with three PIR, one LED keypad, one strobe/siren and one screamer. Includes a single power point and phone point for alarm.

Note: no allowance for back to base monitoring.

### **Floor Coverings**

- Provide main body internal floor tiles and internal carpet from Builder's Standard Range to selected areas only.

Note: floor covering areas are shown and dependent on home design.

### **Ducted Air Conditioning**

- Provide ActronAir® Classic ducted air conditioning with two zones.

Note: Final kW and single or three phase requirements combined with the number of outlets will be determined by the home size and design.

## **Starter Luxury PACK**

### **Kitchen Upgrades**

#### **Upgrade Soft Close Hinges and Drawer Dampers**

- Upgrade to soft close hinges to kitchen cupboard doors and soft close drawer dampers to standard drawers.

#### **Upgrade 20mm Stone Benchtops**

- Upgrade to 20mm Essentials range Smartstone benchtops.

### **Upgrade Kitchen Appliances**

- Upgrade to Technika Stainless Steel TB95GWFSS-3 900mm Gas Cooktop in lieu of standard
- And**
- Upgrade to Technika Stainless Steel CHEM52C9S-2 900mm canopy externally ducted rangehood with stainless steel flue cover abutting bulkhead in lieu of Standard.

### **Dishwasher**

- Provide Stainless Steel Technika TBD4SS-5 Dishwasher installed to cabinet space.

## **Bathroom Upgrades (Design Specific)**

### **Upgrade Freestanding Bath**

- Upgrade to freestanding Seima Paxi Slimline. This bath has a fine rim, an elegant super-ellipse bath with built-in polished stainless steel slit overflow included. Sizes available in either 1500mm or 1700mm (Design Specific). Note: standard mixer tap and wall spout to remain and be located accordingly.

## **Internal Upgrades**

### **Light Fittings**

- Upgrade to light fittings throughout the home. Quick fix ball light internal and eave or wall bunker light fitting external where applicable. Note: standard points and locations will be determined by the home size and design and preselected scheme.

### **Upgraded Three Coat Paint System**

- Taubmans Pure Performance scuff resistant and highly washable matt paint system to walls. The unique formula is low in VOC and odour, complete with Microban antibacterial protection which inhibits the growth of harmful bacteria, mould, mildew and fungus; enabling a cleaner, fresher and safer home environment. This paint is approved by the National Asthma Council Australia's Sensitive Choice program.

### **Upgrade to White Melamine Shelving Throughout**

- White Melamine shelving throughout to all robes and linen cupboards.

### **Upgrade to Lever Internal Door Furniture**

- Lane Caletta or Montebello lever door furniture with privacy mechanism to bathroom, ensuite, toilet and powder room (design specific).

### **Upgrade Internal Architraves**

- Hume paint grade pine 67mm x 18mm architraves from standard profile range.