

OWNER SUPPLY VARIATION AGREEMENT

Whereas the Owner has requested that the Builder allow the Owner to supply certain materials ("Owner's Items") and/or carry out certain works ("Owner's Work") to the Site in accordance with this Annexure, it is agreed as follows:

The builder reserves the right to permit or not permit the supply of certain materials or carry out certain works by the owner.

1. This Agreement is to be read in conjunction with the Residential Building Works Contract between the Owner and the Builder for building work to be carried out at the Site (**Contract**).
2. Capitalised terms used in this Agreement but not defined in this Agreement have the same meaning as in the Contract.
3. The Builder shall not be liable to security of Owner's Items at any time. This includes the lock up security of home under construction. **The Builder cannot guarantee that the home is fully secured (locked up) at all times.**
4. The Owner shall supply the Owner's Items and/or the Owner's Work on the date agreed between the parties or, if no date is agreed, within five (5) days of notice from the Builder requiring such Owner's Items and/or Works to be supplied by the Owner.
5. The Owner agrees that it will pay a deposit to the respective suppliers of the Owner's Items and Owner's Work for the purpose of securing the pricing of those items and availability when required under clause 4 this Agreement
6. The Owner shall supply the Owner's Items to the building site or other location as directed by the Builder.
7. The Owner shall proceed and continuously perform and complete Owner's Work within fair and reasonable time as required by the builder.
8. Should the Owner fail to supply the Owner's Items, commence the Owner's Work, or carry out and complete the Owner's Work, or cause extra site visits to be required in accordance with clauses 4, 6 or 7 of this Agreement hereof then the Builder may in addition to its rights in clause 2 of the Contract supply such materials or carry out and complete such works on the Owner's behalf. The cost of supplying such materials and/or labour and transport to the site, including any extra site visits, administration and/or supervision costs together with a margin of 25% plus GST (Goods and Services Tax) may be added by way of variation to the contract sum by the Builder together with the next progress payment due to the Builder after the supply of such materials.
9. It shall be the sole responsibility of the Owner to satisfy themselves as to the suitability and fitness for purpose of any item selected or supplied by them and the Builder shall not be liable for any loss, damage or expense suffered by the Owner as a result of the item so selected or supplied.
10. the Owner's Items supplied and/or the Owner's Work shall be carried out in a tradesman like manner and be in accordance with all relevant Australian

standards, codes, by-laws, statutes, ordinances, proclamations, rules, regulations, and conditions of the Building License.

11. Should the materials or works supplied not be in accordance with clause 9 hereof then the provisions of clause 8 hereof shall apply.
12. The Owner shall provide and insure the Owner's Items and their own plant, tools, equipment and machinery necessary for the supply of the Owner's Items and/or carry out the Owner's Work.
13. The Owner shall avoid damaging other work or interfering with other trades and materials and if any damage or loss shall be caused by the Owner or the Owner's contractor as a result of supplying the Owner's Items and/or the Owner's Work then the Owner shall be responsible for payment of the cost of making good and shall make good only with the express direction of the Builder.
14. The Owner shall:-
 - a) Adhere to the Builders reasonable directions with regard to the supply of the Owner's Items and/or the Owner's Works.
 - b) Check measurements before proceeding with the Owner's Work and advise any discrepancies to the Builder.
 - c) Not commence rectification over other work, which the Owner regards as unsatisfactory, without first obtaining the written consent of the Builder.
 - d) Clean up properly after themselves and dispose of all rubbish in the proper way.
 - e) Store the Owner's Items in a proper manner and at the Owner's own risk on the Site.
 - f) Ensure that all tools, plant and equipment utilised supplying the Owner's Items and/or the Owner's Work are in a safe working condition and are used in a safe manner by competent persons.
 - g) Comply with the duties and obligations of the Occupation, Safety and Health Act and Occupational, Safety and Health Act regulations.
 - h) Comply with the directions of the Builders Registration Board and The Building Disputes Committee.
15. The owner shall insure against and herewith agrees to indemnify the Builder from:-
 - a) Loss and damage to the full value of the Owner's Items supplied and/or Owner's Work including the cost of all works necessary to utilise such materials or works and shall keep such materials and works insured until the Owner takes possession of the Site following practical completion.
 - b) Any liability loss or damage claim, demand or proceedings whatsoever arising out of, connected with or in any way due to the following namely:-
 - i) any personal injury to or death of any person arising out of or in connection with or in the course of the supply of the Owner's Items and/or the Owner's Work.
 - ii) Any injury or damage whatsoever to any property real or personal which may be occasioned by or arise out of the supply of the Owner's Items and/or the Owner's Work.
 - iii) Any liability, loss or damage claim or proceeding whatsoever to or by the Owner or any person employed by the Owner or the Owner's sub-contractors in or about the supply of the Owner's Items and/or the

Owner's Work arising at common law or by virtue of any statute relating to workers compensation or employers liability.

16. The Owner hereby indemnifies and holds harmless the Builder against all claims, liabilities, costs, damages and expenses of every kind and nature with respect to third party proceedings arising out of, or in connection with the supply of the Owner's Items, the Owner's Work, the utilisation of any plant or machinery by the Owner or the Owner's subcontractors or Agents.
17. The Owner shall be solely responsible for death and disability insurance, workers compensation claims, sick leave, vacation and statutory holiday payments, long service leave and superannuation and shall indemnify the Builder fully against any payments made by or claims made against the Builder regarding same resulting from the supply of the Owner's Items and/or the Owner's Works.
18. The Owner shall supply the Owner's Items and/or the Owner's Work at the direction of the Builder in accordance with the Contract documents and shall not deviate from the drawings, specification or addenda without the prior written approval of the Builder.
19. If the Owner in supplying the Owner's Items and/or the Owner's Work causes a delay to the completion of the Works then the Builder may apply interest at the rate of 20% per annum to the next progress payment due to the Builder for the time that the Works were so delayed, and the builder will be entitled to, without notice to the owner, provide an extension of time to the contract.
20. The Builder shall not be liable to remedy any damage or rectify any defects to the Owner's Work arising from any of the Owner's Items supplied and/or the Owner's Work to the Site by the Owner or the Owner's servants and Agents at any time.
21. The Builder has not made any allowance for supervisions of any works or materials unless otherwise detailed in variations. Any required supervision will be charged for and treated as a Variation.
22. The Owner and the Builder agree that the Contract is varied in accordance with the terms of this Agreement and that to the extent of any inconsistency, this Agreement will prevail unless prohibited by law.
23. The Owner agrees that it has been given the opportunity to seek independent legal advice with respect to the content and effect of this Agreement and has sought such advice as it deems necessary.
24. The Owner's Items are limited to:

25. The Owner's Works are limited to:

This Contract variation is dated _____

Signed by the Owner _____

Witness _____

Signed by the Owner _____

Witness _____

Signed for and on behalf of the Builder _____

Witness _____