BATHURST SHEDS
Real Sheds - Real Value
SOL Home Improvements
5475 Sydney Road, Raglan, NSW 2795
P: 02 6331 9405
E: sales@bathurstsheds.com.au • www.bathurstsheds.com.au
Lic No: 300768C
A.B.N: 76 611 944 140

20/02/2023

SOL AWNING PURCHASE AGREEMENT

CUSTOMER DETAILS:	**CUSTOMER CONTACT:**
Diane Ireland 108 Keppel street Bathurst 2795 0408 286 602	diireland@outlook.com

QUOTE/ JOB NUMBER:
1343 Sales Person: Cheleen

BUILDING SUMMARY:	
Structure Type:	Custom Design
Style:	Flat Structure
Frame Type:	Free Standing
Span:	6m
Length:	6m
Eave Height:	2.4m
Bay Width:	x bay(s) at each
Roof Pitch:	5°

DESIGN FACTORS:			
Wind Class: Left Combination (if applicable)	N1 – Ultimate Design Wind Speed 34 m/s x x , bays, °	Right Combination (if applicable)	x x , bays, °

QUOTATION:			
Base Price	$8,643.56	Installation inc. GST	Not Included
Total ex GST	$8,643.56	Approx: Concrete inc. GST pending site inspection.	Not Included
GST	$864.36	Home Warranty Insurance inc GST	Not Included
Awning Kit	**$9,507.92**	**Total inc GST**	**$9,507.92**

Purchaser Initial: .....

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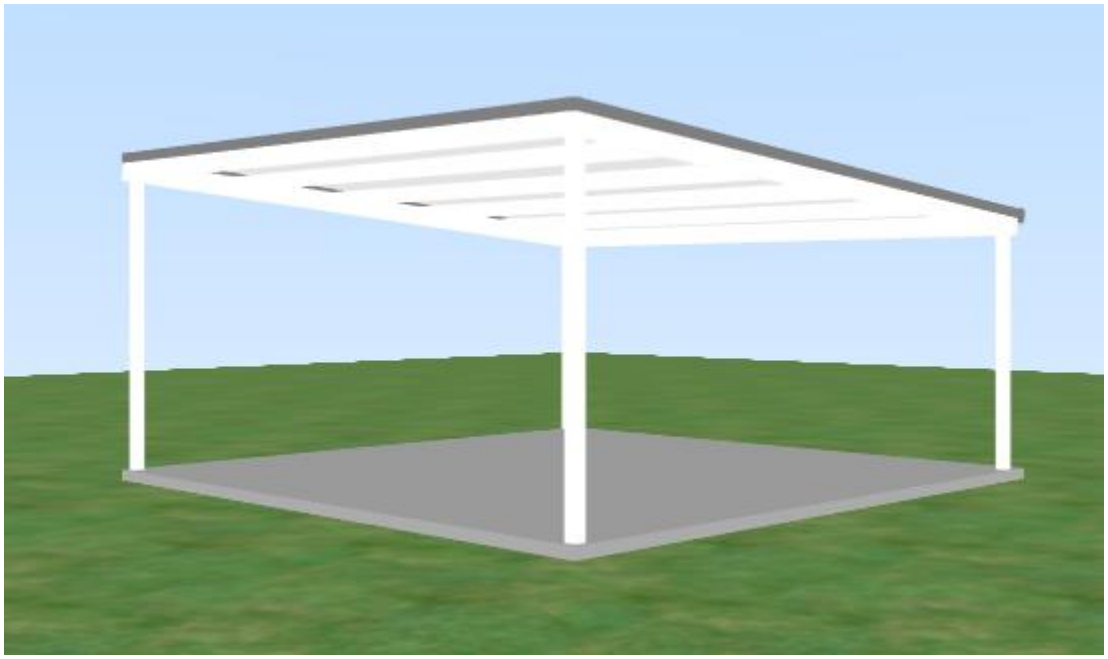
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FINAL COLOUR SELECTIONS

Purchaser Initial: .....

BUILDING DETAILS:		**Colour Selection** *(please tick if correct)*
Roof	TOP/COLORBOND® BASALT Corrugated 0.42 BMT	
Gutter	COLORBOND® BASALT	
Downpipe	COLORBOND® BASALT	
Barge	COLORBOND® BASALT	
Post	COLORBOND® BASALT – TO BE REMOVED FROM BOM AND POWDER COATED	
Frame	COLORBOND® THREDBO_WHITE	

Under side of roof colour similar to Shale Grey



Purchaser Initial: .....

DELIVERY DETAILS FOR DIRECT TO SITE ORDERS

This information sheet will be provided to the transport driver making delivery of this order. Please complete all requested details and forward with your order.

Job Number: SOL1343/4……
Site Address Details: 108 Keppel Street, Bathurst ……..……....
Nearest Cross Street /Landmark: ……...
Nearest Major Town: ……...
Site Contact Name: ……..
Site contact phone – Business hours: …..……
After hours: ……

Please be aware that it is the customer's responsibility to arrange unloading. If there is nobody in attendance at the time of delivery the driver (with the use of a hi-ab/crane) will have to unload the order as close as possible to the property entrance. **Should you require the order to be unloaded in a particular location, there must be somebody in attendance to direct the driver and also to sign a "Permission to Enter Property" form should the driver have any concerns about possible property damage that may arise from the delivery.**

In many instances the delivery will be made by a semi-trailer which has an overall length of 19 metres and is 2.6 metres wide weighing 30 tons. This can sometimes result in difficulties with access to the site from the nearest main road. Please speak to Bathurst Sheds for pricing on other options.

Can a semi-trailer gain uninhibited access to the site? ☐ **YES** ☐ **NO**

Can site access be gained during or after wet weather? ☐ **YES** ☐ **NO**

Are there any rail or river bridges to be crossed? ☐ **YES** ☐ **NO**

Is the site affected by overhead power lines? ☐ **YES** ☐ **NO**

If yes, are there any load limits applicable? .....

DELIVERY ROUTE TO SITE

TERMS OF AGREEMENT

Please read this contract carefully and confirm all details are correct.

SHED STYLE: Refers to the commonly used design name e.g. Flat Patio, Gable Patio,

Combination etc.

BAY SIZE: Measurement between columns along gutter side.

SIZE: Span is gable measurement or non-gutter side x Length is gutter side x height to gutter.

SKYLIGHTS: Either poly carb or fibreglass (1800gm). 1 "skylight" takes the place of 1 roof sheet.

ROOF PITCH: 11 deg is standard pitch – higher pitches available as optional extra and will be stated on Contract.

KIT PRICE: Refers to the price of all materials required to construct the awning and any optional extras selected will be noted on the contract.

DELIVERY: The kit will be delivered in three (4) to four (6) weeks from order, depending on materials ordered and manufacturing lead times. Bathurst Sheds will endeavour to supply the kit in a timely manner but will not be held responsible for delays caused by industrial actions, strikes or any other circumstance beyond its control. Notification of delivery date will be given well prior to the day either via email. Delivery of the bulk of materials will be either by semi-trailer or flat top truck, depending on your location and /or size of shed. Where delivery cannot be carried out by semi-trailer and site is outside of the Bathurst area a flat top truck with crane may be available but will be charged to the Purchaser otherwise it is the Purchasers responsibility to organise an alternative.

In the event of the awning kit being returned to Bathurst Sheds or Stramit Depot, due to last minute changes or non-adherence to the terms of agreement by the Purchaser, the Purchaser will incur a second delivery or storage charge. The accessories (bolts, brackets etc) if not with the initial awning delivery are delivered either with the builder if Bathurst Sheds are erecting the awning or by an outside carrier either to site or to a suitable depot depending on the area. Delivery is included to most areas unless otherwise specified. The Purchaser acknowledges that once awning components are delivered to their designated site, all responsibility for theft or damage to such items transfers to the Purchaser**. Any shortages or damages must be noted on the Bill of Materials and returned to Bathurst Sheds within 7 days otherwise no claim will be recognised.**

WHERE BATHURST SHEDS or THEIR RECOMMENDED BUILDER IS ERECTING AWNING

Where Bathurst Sheds is erecting the awning and at Purchaser's request site delivery for whatever reason is not able to be carried out until the day of commencing construction, Bathurst Sheds may at their discretion charge a storage fee. All awnings in storage must be fully paid for. This is particularly relevant around price rises where the customer has ordered the kit to avoid price rises knowing that construction will not be until well after the specified delivery date.

COUNCIL APPROVAL:

Bathurst Sheds provide a full set of plans for council. These should be accompanied by a council application form and site plan showing the distance from the new shed to existing buildings and boundaries. The owner is responsible for council fees and charges unless otherwise specifically noted on the Purchase Agreement. From 1-2-2012 Home Warranty Insurance will be required on all contracts over $20,000. Home Warranty Insurance is an extra cost payable by the Purchaser. Home Warranty Insurance provides protection to the consumer against non-structural defects for two (2) years, and structural defects for six (6) years. A Certificate of Currency for Home Warranty Insurance will be provided to the Purchaser where required.

SOIL TYPE EXPLANATION:

A - Mostly made up of sand and rock and has very little change when wet.
S - Slightly reactive clay in the soil with only slight movement due to moisture.
M - Moderately reactive clay with moderate movement due to moisture.
H - Highly reactive clay site with High ground movement.
E - Extremely reactive site with extreme movement due to moisture.
P – Problem site not a soil type and includes Soft soils, land slip, mine subsidence, collapsing soils due to moisture and soil structure changes and filled sites.

It is the owner's responsibility to advise Bathurst Sheds of the soil type for their site. Unless otherwise informed the price of the slab is based on a level site with no grass on it (not a flat site), soil classifications A, S & M only and covered in Northern Consulting Engineers standard plans. Unless otherwise stated the slab is based on domestic application only. Other slab designs such as suitable for a class 1A (dwelling) or Commercial, light industrial etc will be quoted on a specific site requirement basis and such slab designs will be clearly stated in your Purchase Agreement. Any additional work required by council will be at the owner's expense. For example where the site is in "black soil" H1 or H2 council may require a special slab plan, which entails extra beams and steel and a higher MPA concrete than the standard AS or M slab. A slab plan for H class soil is available at no cost, however the extra materials and labour is at the customer's expense unless otherwise stated.

Where a site has been "cut and filled" piers are required to bear on natural ground. In some cases this may mean that the piers are larger than shown on the engineer's plans. The extra concrete and labour will be at the owner's cost. Where height of slab from natural ground is .900mm or more engineering will be required as the site will then be a "P" class site.

Where a building is constructed on "piers only" in soil types other than AS or M there will be an extra cost for engineering by Northern Consulting Engineers or in some circumstances a local engineer may have to be engaged to dictate the size of the piers. This will be at the owner's expense. If rock is found preventing excavation of footings, larger equipment may be required at owner's expense. It is assumed that there is access to the area for a cement truck and/or bobcat and tipper, if not a concrete pump or kibble will be needed at extra cost to owner. The customer is responsible for the cost of a suitable machine to level the site and/or a certain amount of sand/gravel to achieve a level site. Difficult sites can be managed in various ways with additional costs always the responsibility of the owner unless otherwise agreed and stated in Purchase Agreement. Standard slabs do not contain recesses for roller doors, aprons in front of doors or plastic underneath the slab. These can be provided at an extra charge.
Once site access is granted for concrete trucks, the Purchaser bears all responsibility for any damage caused by the vehicles or excavation equipment. If access is not granted the Purchaser agrees to pay for a concrete pump.

Cartage on materials may be an additional cost where job is outside of 10klm radius of concrete plant.

With regard to driveways, paving, lawns and gardens all care but no responsibility will be taken for any damage caused by vehicles whilst delivering materials or the builder's vehicle whilst working on the site. On completion of the slab the owner is required to pay for the slab in full including any extras before shed construction will commence.

ERECT: Refers to price to erect the awning using the kit supplied by Bathurst Sheds. Only the work stated in the contract will be performed by the builder, any additional work or changes will be a chargeable extra. All requests for changes need to be in writing. Please send copy of approved plans to us prior so that our builder can check council requirements.

It is the Purchasers responsibility to advise of any known circumstances that may affect our tradesmen in the performance of their work, e.g. sewerage or water pipes, underground drains, cables, wires, telephone lines. Defective materials in existing buildings etc, and while all care will be taken in these circumstances, any damage, replacement, relocation, repairs or re-routing required must be at the Purchasers expense.

The Purchaser gives permission to the builders to enter their property, with or without their presence, during the period of the contract.

The Purchaser may not make on the builder any objection or claim for compensation, costs, damages or expenses of any kind if commencement or completion of the builder's works is delayed due to bad weather, unavailability of materials or labour, act of god, act of war or any other cause.

Where the apex height is above 4.3m, and where cranes, elevated work platforms etc are required to safely erect the shed the cost will be met by the purchaser unless otherwise specified. On all sites a clear level area of 1.5m is required to safely erect scaffolding or scissor lifts.

Power and water on site are to be supplied by the purchaser. Please ask your Bathurst Sheds Salesperson if you need further clarification.

If Bathurst Sheds are erecting on a slab provided by the Purchaser that is not level, square and of correct dimensions and extra labour is required to make the shed kit fit, an additional charge will be made. Bathurst Sheds will contact and seek permission from purchaser with an estimate of cost. Should permission not be granted Bathurst Sheds reserves the right to abandon the contract.

. Unless otherwise stated, the builder is not responsible for the removal of any rubbish after installation. Excess materials ordered by Bathurst Sheds remain the property of Bathurst Sheds.

Demolition, cartage, electrical and plumbing work are not included in this contract unless otherwise stated.

On practical completion of work the purchaser is required to pay the final balance owing. Where minor (nonstructural) work needs to be completed due to damage to materials or missing material such as flashings, the Purchaser agrees to pay Bathurst Sheds the outstanding monies less no more than 20 per cent of total with that amount being payable on completion of minor work.

STORM WATER: Down pipes are taken to ground only. Any connection to storm water or tanks is at customer's expense.

Statutory Warranties

Bathurst Sheds warrant that:

(a) The work will be performed in a proper and workmanlike manner and in accordance with the plans and specifications set out in the contract.

(b) All materials supplied by Bathurst Sheds will be good and suitable for the purposes for which they are used and unless otherwise stated in the contract, those materials will be new.

(c) The work will be done in accordance with, and will comply with, the *Home Building Act* or any other law.

(d) The work will be done with due diligence and within the time stipulated in the contract, or if no time is stipulated, within a reasonable time.

(e) The work and any materials used in doing the work will be reasonably fit for the specified purpose or result, if the person for whom the work is done expressly makes known to the contractor, or another person with express or apparent authority to enter into or vary contractual arrangements on behalf of Bathurst Sheds, the particular purpose for which the work is required or the result that the owner desires the work to achieve, so as to show that the owner relies on the contractor's skill and judgement.

These warranties form part of the contract. No provision of this contract can restrict or remove these warranties.

ASSOCIATED COSTS:

1. Prior to signing of the contract, the Purchaser agrees to pay a plan fee of $150 refundable on order of shed.

2. Custom Designs, where engineering other than that provided by Multibuild program is required, will be costed on a per job basis.

3. Engineering Plans for Council Approval. If customer is completing their own council documents $150.00 which will be deducted from the kit price when customer pays the next deposit. Council Fees, Bathurst Sheds Admin fee and 25% of the Kit. Council Fees + $770.00 (Bathurst Sheds Admin fee) + 25% of Kit Price on Order. The remainder of the Shed Kit 75% Erection of Shed. 80% of the quoted Erection payable on day of commencement by Bathurst Sheds.
Erection of Shed. Remainder of the quoted Erection payable on day of completion by Bathurst Sheds.
Kit only purchases. If a Customer purchases a kit with no other requirements, 100% of the kit price is required to order the shed.

4. The Purchaser agrees to accept delivery or pick up of the kit within seven (7) days of notification from Bathurst Sheds. Any delay in taking delivery of the kit may incur a storage fee of $15 per day until delivery of the kit is made. The storage fee will be calculated from the kit's arrival date to the Bathurst Sheds warehouse.

5. If full payment is not received within thirty (30) days of the kit being delivered to the Bathurst Sheds warehouse, any money paid to Bathurst Sheds will be forfeited and the kit will remain the property of Bathurst Sheds.

6. If a delivery is in transit and has to be turned back at the Purchaser's request and where Bathurst Sheds incur an extra delivery charge that charge will be passed on to the Purchaser.

7. Account fees of 1.5% will be applicable to overdue amounts past 7 days of invoice. This will be handled by accounts management.

8.Bathurst Sheds remains the owner of all materials supplied until payment of the total kit price in full has been made by the purchaser, notwithstanding that possession of the materials may have been given to the purchaser. In the event of non-payment of the total price by the purchaser, Bathurst Sheds is authorised by the Purchaser to enter on to site and remove the materials whether fixed or unfixed.

GENERAL MATTERS:

1. The Purchaser has thirty (30) days from the date of accepting the quote/contract to order the building at the quoted price. Prices will only increase after this time if there has been an increase from suppliers.
2. In the event of a rise in the price of materials, the Purchaser agrees to pay for extra costs incurred.
3. The Purchaser is required to carefully check the contract before signing to ensure the correct colours, sizes etc have been quoted. Once the contract is signed, the colours and sizes quoted are what will be ordered.
4. Any changes to the awning kit by the Purchaser must be made in writing to Bathurst Sheds prior to the ordering of the kit. Verbal changes to the kit will not be accepted.
5. The kit will be delivered in three (3) to four (4) weeks from order, depending on materials ordered and manufacturing lead times.
6. Bathurst Sheds will endeavour to supply the kit in a timely manner but will not be held responsible for delays caused by industrial actions, strikes or any other circumstance beyond its control.
7. Any shortage, damages etc must be noted on the Bill of Materials and returned to Bathurst Sheds within seven (7) days otherwise no claim will be recognised.
8. The Purchaser warrants that they are entitled to erect the kit on the site specified, and they have obtained all necessary statutory approvals.
9. The Purchaser will indemnify Bathurst Sheds against any claims, actions, losses or demands that may be brought by any person claiming to be the rightful purchaser of the site.

PAYMENTS:

All payments are to be made to Bathurst Sheds as per payment schedule on the Invoice.

Funds are to be deposited by the way of cheque or bank transfer.

CONTRACT ACCEPTANCE:

I hereby authorise Bathurst Sheds to commence ordering the above building detailed in this quote. I understand that by signing this document, the order of the building is non-cancellable and that I am bound by the above Terms and Conditions of sale.

A copy of this contract will be given to the Customer.

Contract Quote Number: SOL1343/4

Bathurst Sheds Consultant: Cheleen Koekemoer

Signature: *Cheleen Koekemoer*

Date: 20/02/2023

Customer: I have read and agree with the above Terms and Conditions and confirm that the layout and colour selections are correct.

Customer Name: Diane Ireland

Signature: _____

Date: _____