

Mr & Mrs

02/08/2017

Auckland

Dear Pushpa,

Re: Proposed Minor Dwelling at

We are pleased to offer our fixed lump sum price to carry out the building works as detailed on proposed dwelling's drawings being 13 sheets dated July 2017. Note no Geotech report was received.

Subject to your acceptance of our quote a critical path program of works will be prepared.

We expect a construction period of approximately 12 weeks on a continuous basis and are available to commence early in August 2017.

Our price is: \$177,530.00 (One hundred and seventy seven thousand, five hundred and thirty dollars) exclusive of GST.

Included in the price

See attached cost breakdown of the price by element (including provisional amounts totalling \$5,721.46).

Provisional Sums:

- Supply of Tiles for kitchen, laundry and bathroom 11m²
- Supply of bathroom Fittings, appliances, (electrical and kitchen) as listed
- Supply of Door Hardware

Our price includes all materials, labour, subcontractors, construction costs and margin as detailed in our Tender summary attached and is based on the drawings described above, and specification included on the drawings.

Not included in the price

- Exclusions as described in the Tender Summary.
- Any allowance for additional works due to unforeseen ground conditions and our price is based on the levels as described on the drawings.
- Our price is provisional and subject to possible change when the building consent is viewed should the council permitted drawings have any additional requirements.
- Upgrade to existing house mains switchboard

- New Phone or TV connection (other than from existing home), no HDMI cabling.
- Allowance for site works other than for the build. i.e. no driveway, path, landscaping.
- Painting to external stairs, balustrade or external support.
- Removal of existing garden shed.
- Carpet (allow \$3100) or window coverings
- Watercare requirements eg; CCTV

General Terms and Conditions:

Our offer is valid for a period of twenty (20) days.

We will require suitable access, parking, water, and power (free of charge).

We have allowed carrying out the above works during normal working hours.

Any variations to the works will be treated as follows:

- Carpentry @ \$60.00/hour.
- Painter @ \$60.00/hour.
- Contractors P & G on variations @ 10%
- Contractor's Margin on Variation Works @ 15%.

A 10% deposit is required upon signing of the agreement then two weekly progress payment claims may be made for the works completed and / or deposits paid. Payments due within 3 days after claims all under the terms of the Construction Contracts act 2003.

NB: Please inform your insurance company re these works and their extent prior to commencement.

Thanks for the opportunity to offer our quote. We look forward to working together and providing the best that Build Smart Group Ltd t/a Loft Homes and Garages has to offer.

Yours sincerely



Ralph Hill
Director

ralph@lofthomesandgarages.co.nz

(021) 958 218

Incl:

1. Tender Summary breakdown
2. Loft Homes and Garages terms and conditions
3. Loft Homes and Garages Insurance policies

Accepted by:

Signature:

Dated;

02/08/17

Description		SP total
PRELIMINARY AND GENERAL		19,669.85
EXCAVATION		2,968.59
DRAINAGE		4,370.53
FOUNDATIONS		4,025.33
TIMBER SUB FLOOR		3,754.68
FLOORS- TIMBER		8,997.87
PRECUT-PRENAILED FRAMES & TRUSSES		10,123.05
CARPENTRY		18,439.85
INSULATION		2,397.28
CLADDING		12,788.71
ROOF, (.55 gauge allowed) & RAINWATER GOODS		12,689.94
FRAMING HARDWARE AND GENERAL FIXINGS		3,583.38
ALUMINIUM WINDOWS, DOORS & GLAZING		7,286.21
INTERNAL DOORS & HARDWARE		2,889.41
INTERNAL LININGS TRIMS & CARPENTRY FINISHING		3,252.88
PLASTERBOARD LININGS		9,477.97
PAINTING		10,942.45
ELECTRICAL (as listed)		8,271.64
PLUMBING, GAS AND BATHROOM FITTINGS [fit only]		10,254.49
KITCHEN per design & installs (rangehood etc)		12,362.66
WATERPROOFING & TILING install		1,768.55
DECKS & STEPS		1,493.62
PROVISIONAL SUMS & PRIME COSTS		5,721.46
Tile Supply	394.17	
Bathroom Fittings Supply	2,944.34	
Door Hardware P. sum supply	179.17	
Appliances supply	2,203.78	
Selling price excl GST		177,530

TAGS

- Excludes removing trees/stumps etc prior to works commencing
- Excludes any Resource Consent requirements.
- Excludes Building Consent requirements or levies.
- Excludes surveying except location of build
- Excludes any external consultancy fees
- Excludes reinstatement works unless described in the drawings and tender summary
- Excludes relocation or rerouting of existing or unknown services.
- Excludes handling and or disposal of contaminated material.
- Excludes underpinning or temporary support of existing buildings or retaining walls
- Excludes excavation or carting away for disposal of rock
- Excludes any new fences
- Excludes gutter leaf guard

Electrical Allowed

SWITCH LED Down lights	Qty	16
Single gang light switch	Qty	6
Double gang light switch	Qty	2
Triple light switch	Qty	1
Double power point	Qty	12
Single power point	Qty	4
External HWC Isolator	Qty	1
Hugo LED Bulkhead light	Qty	2
All kitchen isolators	Qty	1
125mm Inline fan	Qty	1
Sub board Complete	Qty	1
Sub mains including Check meter, circuit breaker, earthing, conduit, cabling	Qty	1

Power for hob will be for gas or ceramic only, a induction hob has not been allowed for as power draw would be too great.

All switch gear will be PDL Iconic series.

LED down lights will be switch lighting SLK110.

External lights will be Hugo LED Bulkhead lights.

Plumbing Fittings Allowed

Vanity: Lennox N700F Heron

Shower: Lennox Bay Series 2 900x900

Towel Rail Lennox heated towel rail ETW 13-2

Toilet roll holder Bunnings Barelli

370 Toilet Suite

Frameless wall mirror

Vanity pop up waste

Shower easy clean trap

Laundry disco supertub

delivery

Methven bathroom package

Methven Goose Neck faucet

Methven pro mix shower mixer mains pressure above 150 kpa

Methven pro mix basin mixer mains pressure above 150 kpa

Methven eco strata 1 function slide shower all pressures

Appliances Allowed

Oven. Trieste TRFM37KIX.

Cooktop. Trieste MC-HF 607

Dishwasher. Trieste WQP 12-9240 SS.

Range hood power pack ED 60

Waste disposal SE 390 QA

Kitchen Allowed - per design supplied - finishes as follow;

* Melteca, 18mm MDF

* Blum soft close door hinges

* waterproof plywood sink carcass

* MR particle boards for carcass

* DTC soft close drawer runners

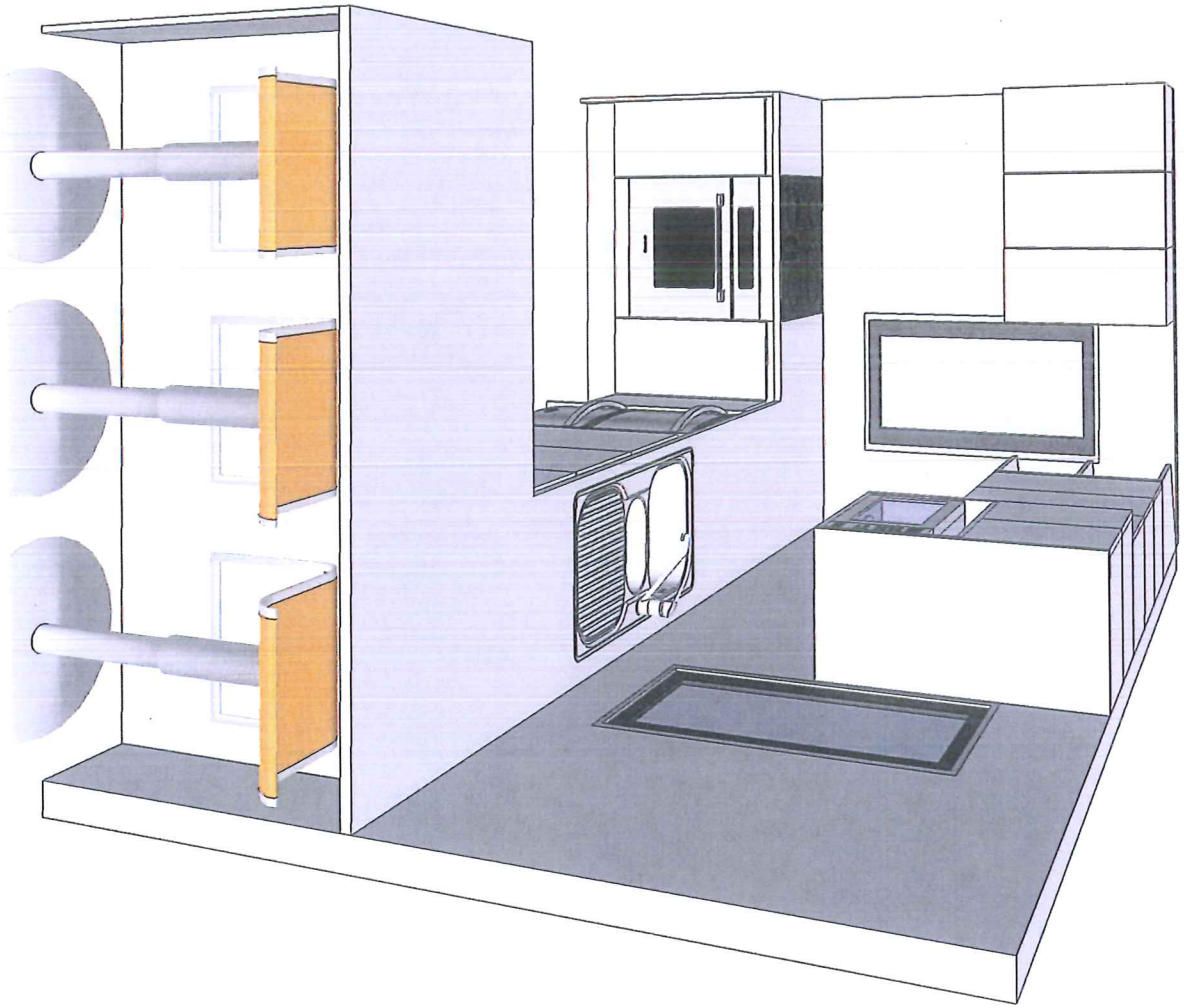
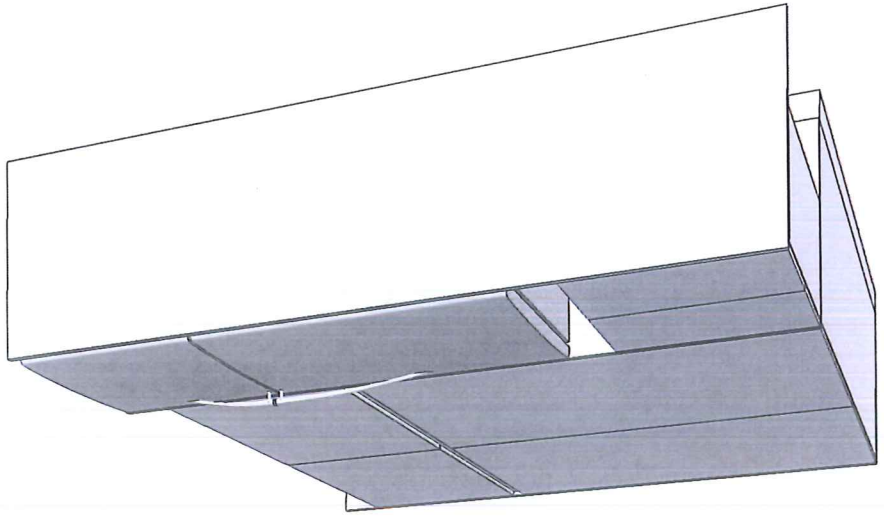
* Top-mount stainless steel sink

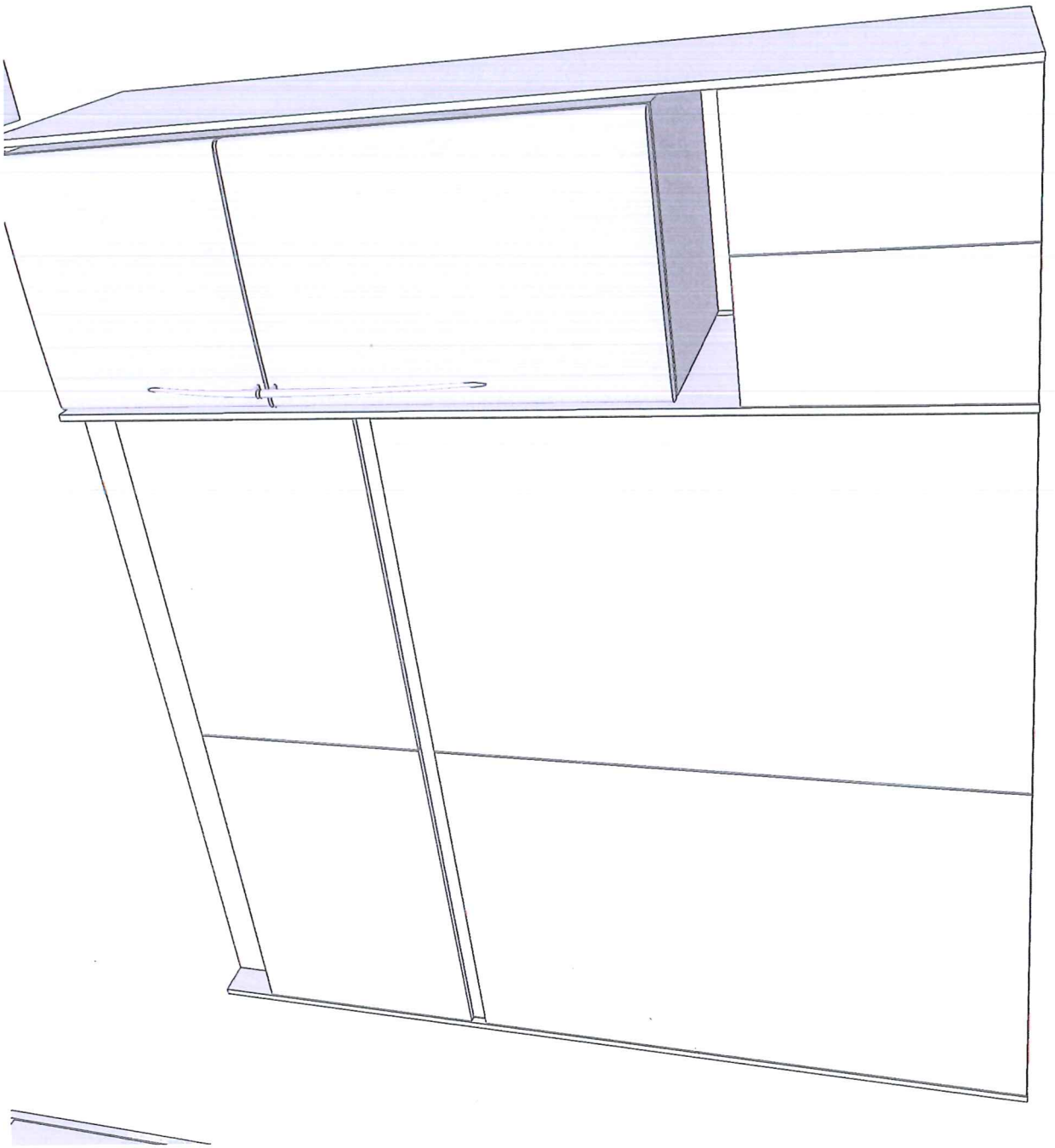
* Pull-out rubbish bin

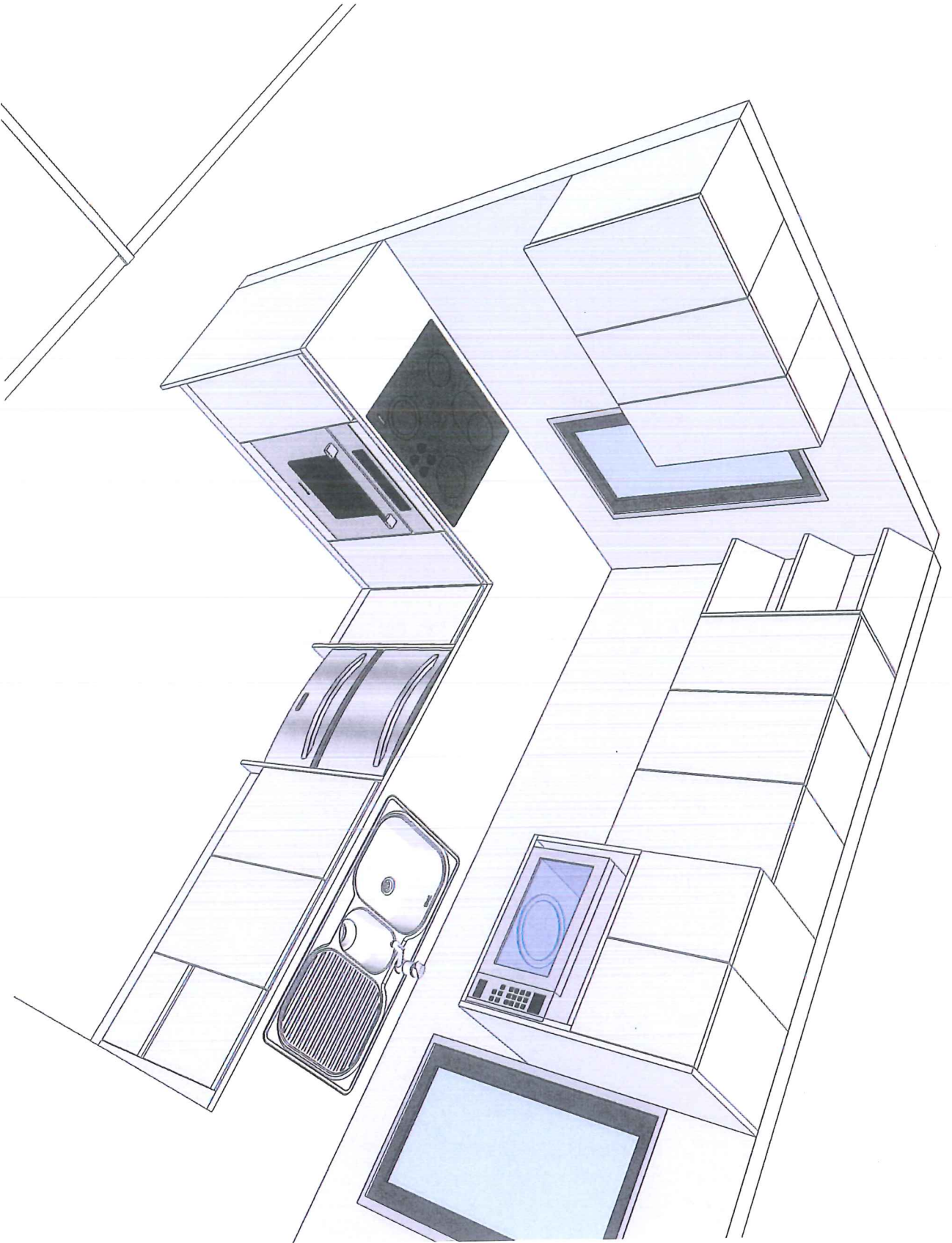
* One Access pull-out basket

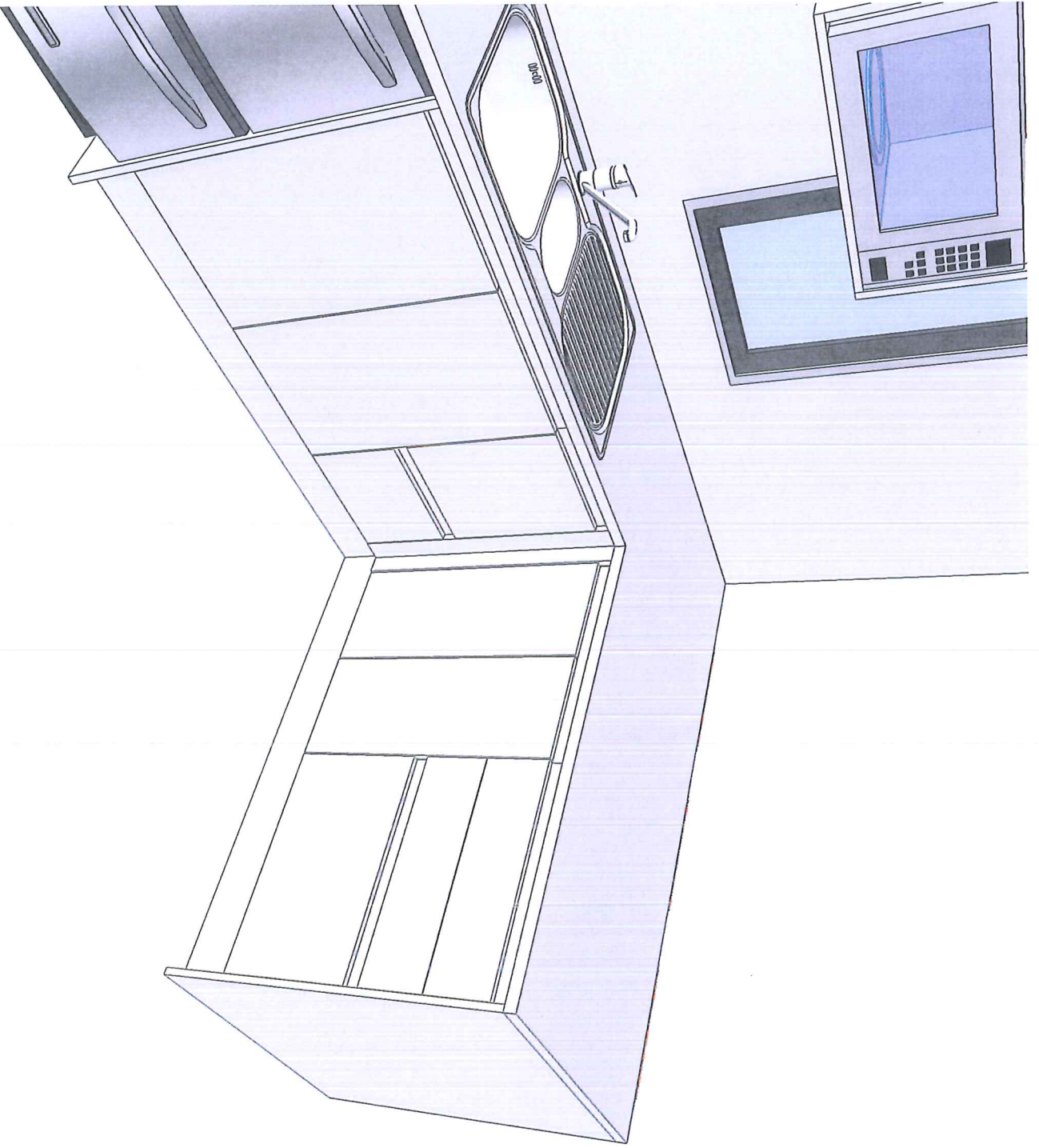
* Stefano no-handle design

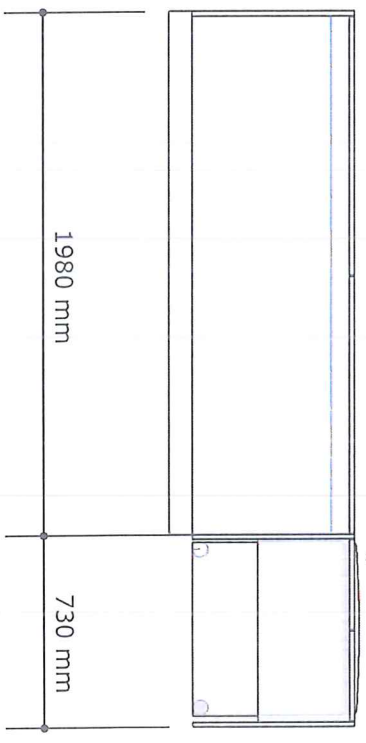
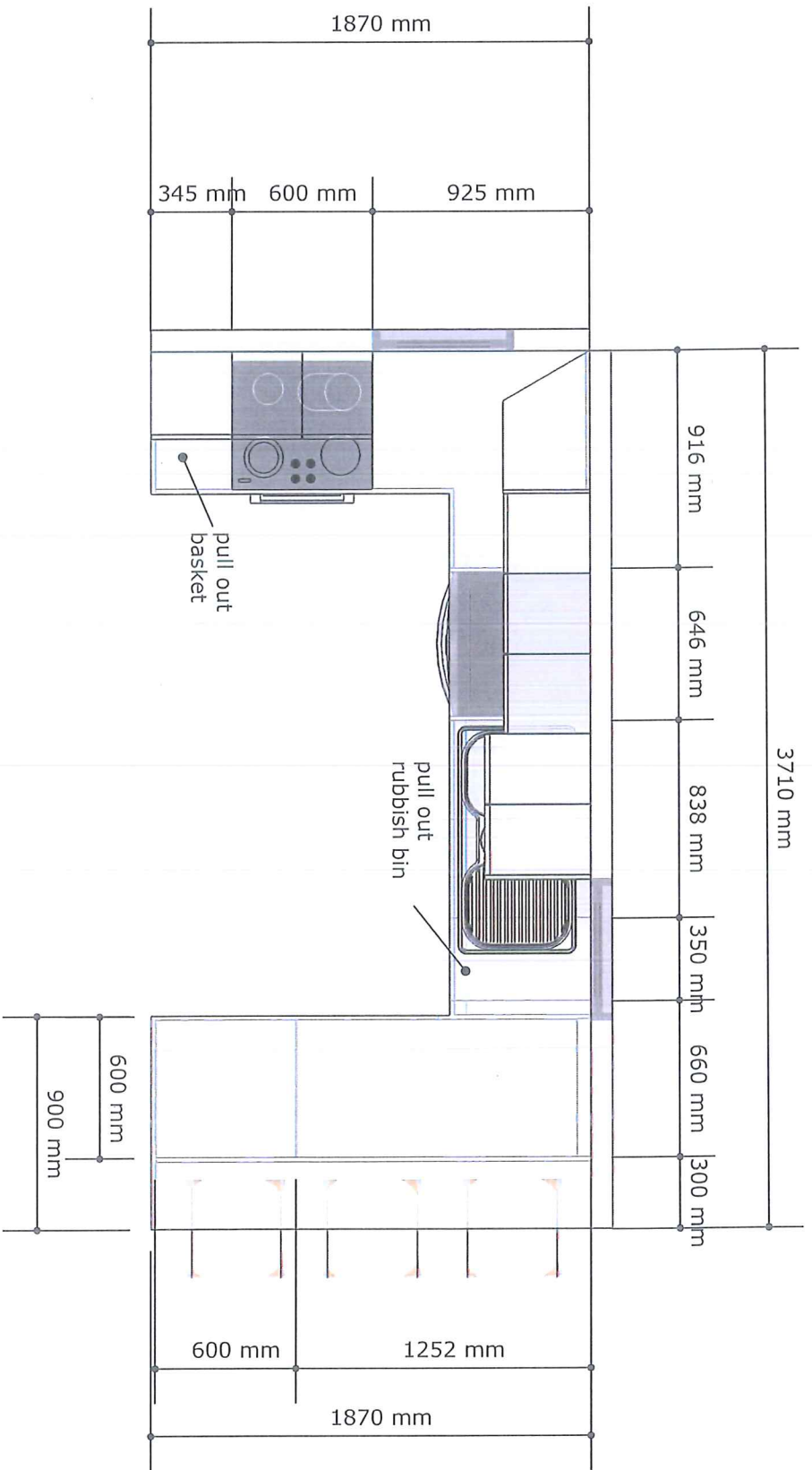
* Formica bench top (standard colour range)

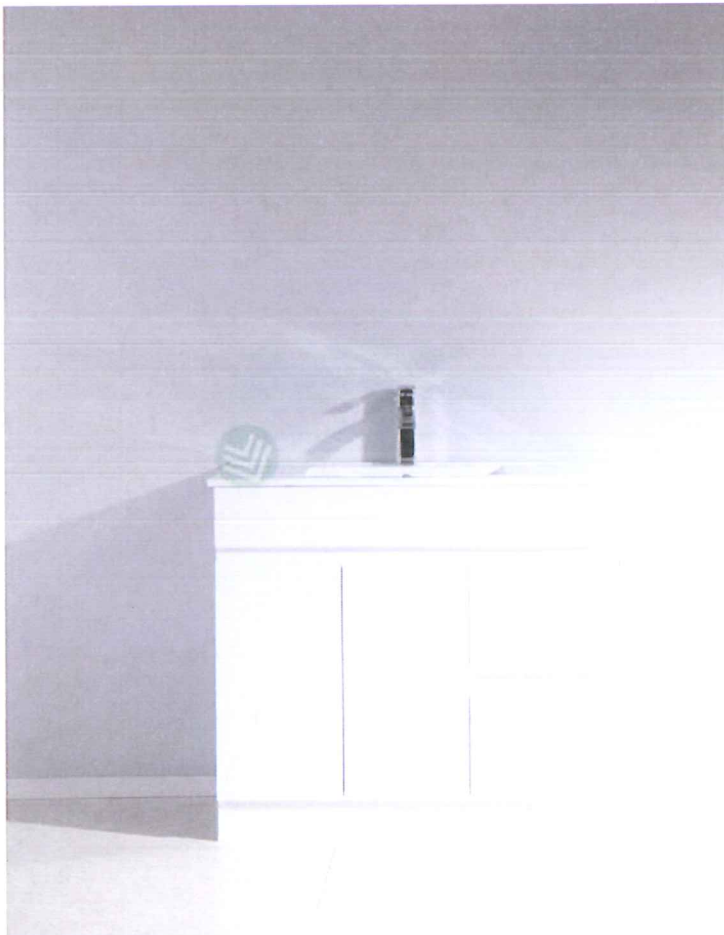




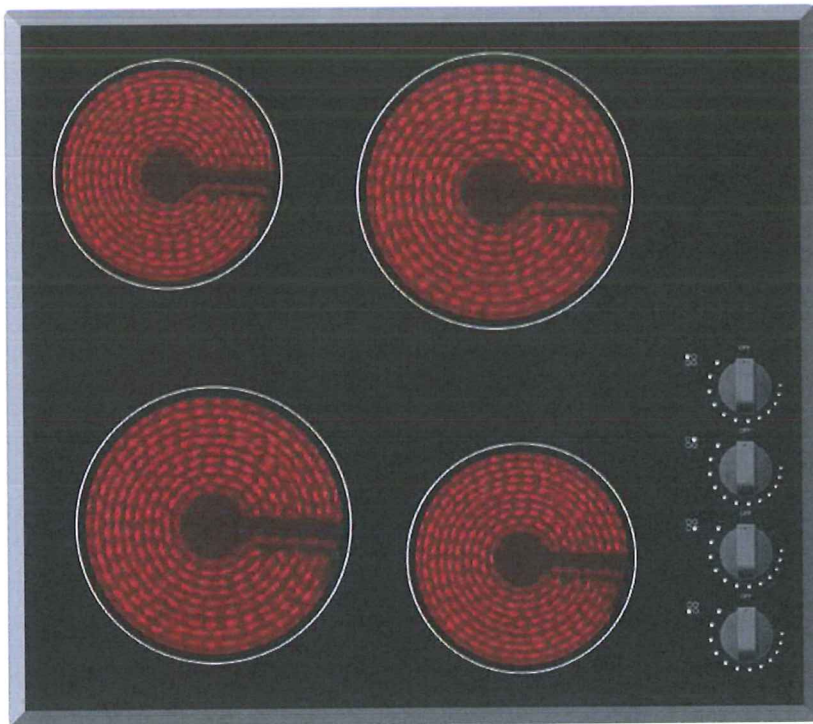


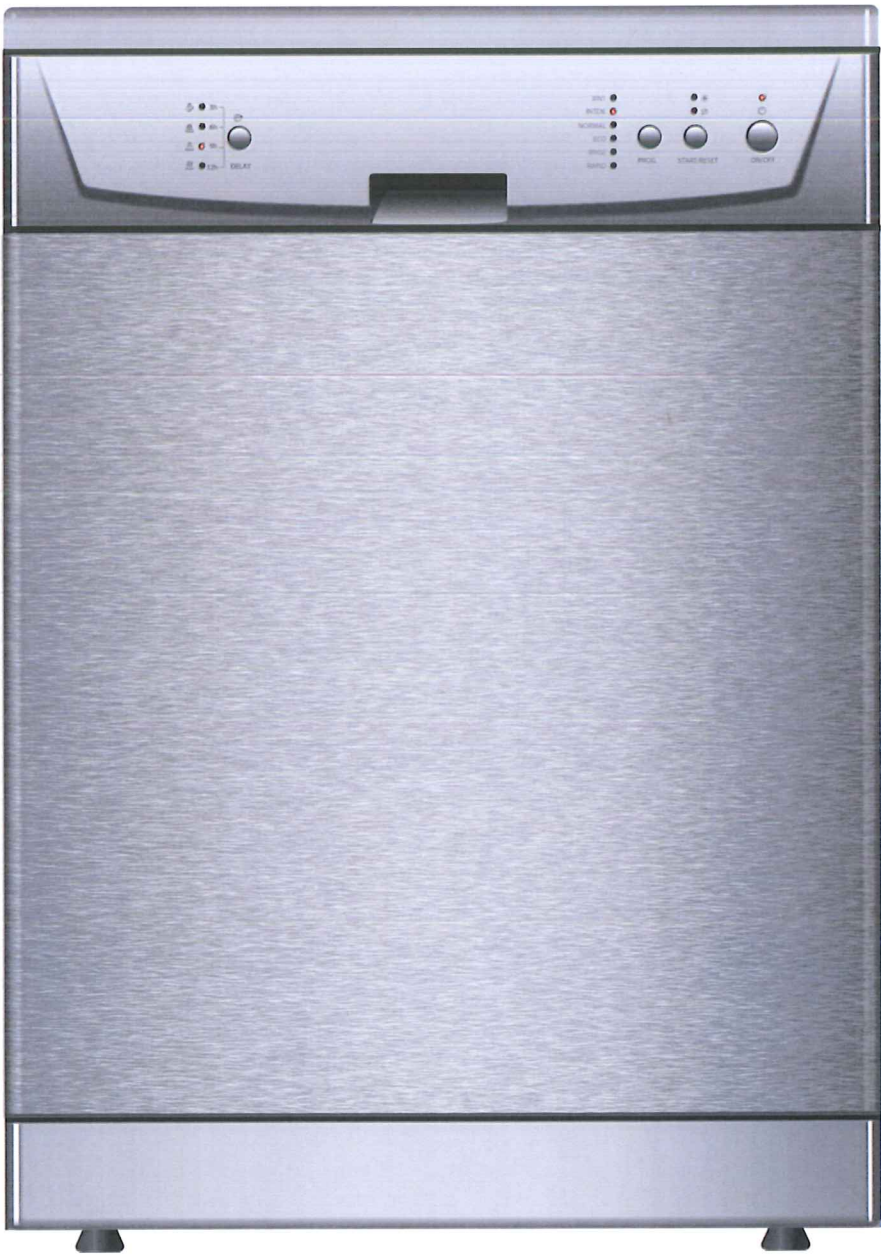














Methven Tap package



Build Smart Group Ltd trading as Loft Homes and Garages

STANDARD CONDITIONS OF AGREEMENT

SECTION 1. DEFINITIONS

- 1.1 "We", "us" and "our" shall mean and refer to Build Smart Group Ltd trading as Loft Homes and Garages or any agents, contractors or employees thereof.
- 1.2 "You" and "your" shall mean the client, any person acting on behalf of and with the authority of the client.
- 1.3 "Services" shall mean all services provided by us to you, including the provision of any construction services, all charges for time, materials and attendance, work done or any fee or charge or disbursement cost associated with any supply of any services to you.
- 1.4 "Price" shall mean the cost of the services as agreed between Build Smart Group Ltd trading as Loft Homes and Garages and the client

SECTION 2. ACCEPTANCE

- 2.1 Services will commence by us following a written instruction to commence work and a confirmation from you of the acceptance of the offer including the standard terms and conditions.
- 2.2 Any Instructions received by us from you for the providing of services shall constitute acceptance of the terms and conditions contained herein.

SECTION 3. TIME

- 3.1 We shall not be liable to you for any delay or cost or failure to perform our obligations if the cause of failure is beyond our control.

SECTION 4. VARIATIONS

- 4.1 You may order variations to the services or may request us to submit proposals for variation to the services and no variation shall invalidate the Agreement.
- 4.2 Variations are to be in writing and the cost implications of the variation agreed in writing prior to the agreement or commencement work on the variation. We retain the right to retain and claim up to 10% of the value of any reduction made to the signed contract.
- 4.3 Where you give a direction that is not expressly stated to be a variation but we consider the direction to involve a variation to the service offered, we shall, within three [3] Working Days of receiving the direction and before proceeding with the direction, notify you in writing that the direction involves a variation. Unless you, within three [3] Working Days of receipt of the notice, or such other times as the parties may agree, notify us that the direction does not involve a variation, then the direction shall be treated as if it does involve a variation to the agreement.
- 4.4 If we do not provide a fixed sum for the variation then the price of the variation will be based on time in hours incurred and expenses incurred carrying out and administering the variation, at the rates noted in the contract offer.

4.5 We retain the right to take urgent action at site which may include variation work if we determine that a significant risk to either life or property exists.

4.6 The price of any variation shall be added to or deducted from the Agreement Sum for services. Supportive evidence shall be submitted on the request of the client.

SECTION 5. PAYMENT

5.1 10% deposit is required prior to work commencement at site. Fortnightly claims for completed work may be made and are payable within 3 days following submission of our GST Invoice, including any variations. 5% retention accepted at completion, payable half 30 days following council final inspection, balance upon receipt of CCC.

5.2 The invoiced amount will be calculated from the breakdown of the agreement sum for services based on the reasonable percentage of the service complete at the end of each fortnight or if no agreement sum forms part of the agreement, then the Invoice will be based on time in hours plus materials and expenses incurred in carrying out the service.

5.3 You have a period of three 3 days from the date of the invoice to raise any concerns relating to the services provided. If no such steps are taken by the client during this period then the client is deemed to have accepted responsibility for payment of the amount claimed in the invoice submitted.

5.4 You will make payment of invoice totals and charges with out set off or deduction of any kind.

5.5 We reserve the right to cease work and cease providing services where the payment terms described herein have not been met. We will advise the client that the providing of services has stopped pending payment of outstanding monies. We will not be liable for any costs incurred by the client during the time we have with drawn services due to non payment of outstanding monies.

5.6 Interest may be charged on any amount owing after the due date for payment until the date of judgment and thereafter until payment is made at the rate of 12% per annum, and may be calculated on a daily basis.

SECTION 6. DEFAULT BY CLIENT AND REMEDIES

6.1 Where the client commits an act of bankruptcy, or makes or enters into any arrangement with its creditors, or suffers or allows any execution to be levied on its property or obtained against him, or being a company enters into liquidation whether compulsory or voluntary then in any such case, Build Smart Group Ltd may, by written notice forthwith terminate the Agreement. The client shall accordingly be liable to Build Smart Group Ltd for the value of any Agreement services actually and properly executed at the date of such termination and due to be paid in accordance with Section 5.

SECTION 7. TERMINATION OF AGREEMENT

7.1 If the client terminates the Agreement for whatever reason, or if alternatively the client delays for more than three [3] months, all or any of the Agreements services, then this Agreement shall automatically terminate.

Build Smart Group Ltd Standard Conditions of Agreement

- 7.2 In the event that this Agreement is terminated under clause 7.1, you shall be liable to us for the value of any service supplied under this Agreement actually and properly executed at the date of such termination and due to be paid in accordance with Section 5.
- to ensure the Services and resulting product satisfy your requirements and you indemnify us from any claim, loss, cost or otherwise regarding your proposed use thereof.

SECTION 8. PREVAILING

- 8.1 Where the terms of this agreement are at variance with the order or any instructions, this agreement shall prevail. This agreement contains the entire agreement between the parties and no regard shall be had to any prior dealings, or conditions that may have been attached or embodied in previous communications. In the event of any conflict between the terms of the Agreement and the terms contained in any other document, the terms of the Agreement will prevail.

SECTION 9. DISPUTE RESOLUTION

- 9.1 If any dispute of any kind whatsoever arises between us and you in connection with or arising out of the Agreement and the providing of services then in the first instance both the client and Build Smart Group Ltd will attempt in good faith to negotiate a solution.
- 9.2 Either party may, by written notice, require the matter in dispute be referred to mediation or adjudication under the Construction Contracts Act 2002. A notice of dispute shall only be valid if it is given before the end of the 14th day after the issue of the final Build Smart Group Ltd invoice.
- 9.3 If a dispute is unable to be resolved within 14 Working Days, or such further time as the parties may agree, from the date of the notice requiring mediation or adjudication, then either party may, by written notice, require the matter in dispute be referred immediately to arbitration before a sole arbitrator to be agreed between the parties, subject to and in accordance with the provisions of the Arbitration Act 1996.
- 9.4 Clause 9.3 shall be deemed to be an arbitration agreement within the meaning of the Arbitration Act 1996.

SECTION 10. MISCELLANEOUS

- 10.1 Except where otherwise provided, any notice shall be deemed to be sufficiently given if sent by post, or email, or facsimile or delivered to the address stated in the Schedule or as subsequently advised in writing.
- 10.2 Failure by us to enforce any of the terms and conditions contained in this Agreement shall not be deemed to be a waiver of any of the rights or obligations we have under this contract.
- 10.3 If any provision of this agreement shall be invalid, void or illegal or unenforceable, the validity, existence, legality and enforceability of the remaining provisions shall not be affected.
- 10.4 **Offer.** Where an offer is given it is valid for 30 days from the date of issue.
- 10.5 **Jurisdiction.** The law of New Zealand shall apply to this contract.
- 10.6 **Use.** We give no warranty, guarantee or otherwise that the Services will result in a product which complies with a particular use, unless clearly expressed in our quote. It is your responsibility



LIABILITY INSURANCE SCHEDULE

Policy No.: CBLPL0809222



Insured:	Build Smart Group Limited	Territorial Limits:	New Zealand
Insurer:	CBL Insurance Limited	Jurisdictional Limits:	New Zealand
Excess/Deductible:	Each and every claim	Period of Insurance: From:	25 May 2017
Limits of Indemnity:	Any one Occurrence and in the aggregate	To 4:00pm:	25 May 2018
Policy Wording:	Builtin Public Liability Policy 01.03.17	Retroactive Date:	25 May 2017
	Builtin Statutory Liability Policy 09.07.15.a	Business of Insured:	Building contractor
	Builtin Employers Liability Policy 09.07.15.a		

PUBLIC LIABILITY Insured

INSURING CLAUSES	Limit/Sub-limit	Deductible/Excess
Public & Products Liability)		
Costs & Expenses)	\$5,000,000	\$500
OPTIONAL EXTENSIONS		
Defamation (deletion of exclusion 5)	Not Included	\$2,500
Professional Liability (deletion of exclusion 17)	\$100,000	\$2,500
Defective Workmanship (deletion of exclusion 6.3 & 6.4)	\$100,000	\$1,000
AUTOMATIC COVERAGE CLAUSES		
Advertising Liability	\$1,000,000	\$1,000
Business Advice or Service	\$5,000,000	\$500
Contractors or Subcontractors Additional Insureds	\$5,000,000	\$500
Costs of Representation at Disciplinary Proceedings	\$500,000	\$500
Forest and Rural Fires Act	\$500,000	\$500
Goods on Hook	\$250,000	\$2,500
Landlord's Liability	\$5,000,000	\$500
Lost or Stolen Keys	\$50,000	\$1,000
Mechanical Plant Liability	\$5,000,000	\$500
Product Withdrawal Costs	\$100,000	\$2,500
Property in Care Custody or Control	\$250,000	\$1,000
Punitive or Exemplary Damages	\$1,000,000	\$500
Tenant's Liability	\$5,000,000	\$500
Underground Services	\$1,000,000	\$1,000
Vehicle & Watercraft Service/Repair Liability	\$250,000	\$2,500
Vibration and Removal of Support	\$1,000,000	\$5,000
Visits to the North American Countries	\$5,000,000	\$500

STATUTORY LIABILITY Insured

INSURING CLAUSES	Limit/Sub-limit	Deductible/Excess
Fines)		
Defence Costs)	\$1,000,000	\$500

EMPLOYERS LIABILITY Insured

OPERATIVE CLAUSES	Limit/Sub-limit	Deductible/Excess
Personal Injury)		
Punitive or Exemplary Damages)	\$1,000,000	\$500

EMPLOYMENT DISPUTES

Not Insured

OPERATIVE CLAUSES

Wrongful Acts

Limit/Sub-limit

Not Included

Deductible/Excess

\$5,000

POLICY ENDORSEMENTS

Defective Workmanship

Endorsement attaching to and forming part of Policy Number: CBLPL0809222

Exclusion 6, Defective Materials, Design & Workmanship - sub-clause 6.3 & 6.4 are hereby deleted, subject to:

- (a) a limit of Indemnity of \$100,000 any one Period of Insurance shall apply;
- (b) an Excess of \$1,000 shall apply in respect of any claim payable as a result of such deletion.

In all other respects this Policy remains unaltered.

Professional Liability

Endorsement attaching to and forming part of Policy Number: CBLPL0809222

Exclusion 17, Professional Liability, is hereby deleted, subject to:

- (a) a limit of Indemnity of \$100,000 any one Period of Insurance shall apply;
- (b) an Excess of \$2,500 shall apply in respect of any claim payable as a result of such deletion.

In all other respects this Policy remains unaltered.

This Schedule has been issued by Bultin New Zealand Limited for and on behalf of CBL Insurance Limited. A full copy of this policy is available upon request.

Signed on behalf of CBL Insurance Limited by a duly authorised person.

Signed:



J.E. Rickard (Bultin New Zealand)

Date: 31 May 2017

FINANCIAL STRENGTH RATING

CBL Insurance Limited has a rating of A- provided by A.M Best.

The Insurance (Prudential Supervision) Act 2010 requires licensed insurers to obtain a financial strength rating. The following ratings may be used by insurance companies.

A.M Best

Superior	Excellent	Good	Fair	Marginal	Weak	Poor	Regulatory Action
A++, A+	A,A-	B++,B+	B,B-	C++,C+	C,C-	D	E,F,S

Policy Number:	EN032CWI17820	Contract Site:	Anywhere in New Zealand
Insurer:	Lumley General Insurance (N.Z.) Ltd	Description of Contract:	Residential dwellings, flats, units, associated structures and works and light commercial buildings
Policy Wording:	Lumley OnSite Annual Declaration Contract Works Policy EN032	Period of Insurance:	From 26 May 2017 To 4.00 pm 26 May 2018
Main Contractor:	Build Smart Group Limited	Maintenance / Defects Liability Period:	12 Months
Sub-Contractors:	Included		

THE CONTRACT WORKS

Maximum Contract Value	\$ 1,000,000
Materials Supplied by Owner	Insured
Contract Value	\$ 1,000,000
Existing Structures	Not Insured
SUM INSURED	\$ 1,000,000

OPTIONAL EXTENSIONS

Natural Hazards – defined as earthquake, tsunami, volcanic eruption, subterranean fire, landslip or hydrothermal activity	Included
Maintenance or Defects Liability Cover	Included

AUTOMATIC EXTENSIONS

Demolition and Removal of Debris	10.00% of Contract Value - \$ 100,000
Escalation of Costs during Reconstruction	5.00% of Contract Value - \$ 50,000
Expediting Expenses	2.50% of Contract Value - \$ 25,000
Increase in Costs during Construction	5.00% of Contract Value - \$ 50,000
Overseas Airfreight	2.50% of Contract Value - \$ 25,000
Professional Fees	5.00% of Contract Value - \$ 50,000
Post Loss Land Improvements	\$ 25,000
TOTAL SUM INSURED	\$ 1,325,000

ADDITIONAL BENEFITS

Offsite Storage	maximum of \$250,000
Plans / Drawings	maximum of \$10,000
Transit of Materials	maximum of \$250,000

EXCESS/DEDUCTIBLE – Your contribution to the claim

For each claim other than below	\$ 500
Burglary, Theft, Malicious Damage	\$ 1,000
Storm, Flood, Tempest, Collapse, Subsidence	\$ 500
Natural Hazards	1.00% of the contract value expended at time of loss, with a minimum of \$1,000
Special Conditions	

Please check this Certificate to ensure that all details are correct. Please also note that this Certificate of Currency is designed only to provide basic details and is not a policy document.

This Certificate has been issued by Builtin New Zealand Limited for and on behalf of Lumley General Insurance (N.Z.) Limited. A full copy of this policy is available upon request.

This contract works policy does not cover items such as contractors tools, employee personal effects, hoists, cranes and mobile construction plant and equipment.

Signed on behalf of Lumley General Insurance (N.Z.) Limited by a duly authorised person.

Signed:  J.E. Rickard (Builtin New Zealand Limited)

Date: 31 May 2017

Lumley General Insurance (N.Z.) Limited has a rating of A+ provided by Standard & Poor's (Australia) Pty Ltd.

The Insurance (Prudential Supervision) Act 2010 requires licensed insurers to obtain a financial strength rating. The following ratings may be used by insurance companies.

Standard & Poor's (Australia) Pty Ltd

Superior	Excellent	Good	Adequate	Maybe Adequate	Vulnerable	Extremely Vulnerable	Regulatory Action
AAA	AA	A	BBB	BB	B	CCC	R

Plus (+) or minus (-). The ratings for 'AA' to 'B' may be modified by the addition of a plus or minus sign to show relative standing within the major rating categories.